



**City Council Meeting Agenda**  
**Monday, May 1, 2023 – 6:30 p.m.**  
**City Hall, 200 South Osage, Sedalia MO**

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**MAYOR: ANDREW L. DAWSON**

**MAYOR PRO-TEM: RHIANNON FOSTER**

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- A. CALL TO ORDER** – Andrew L. Dawson – Council Chambers
- B. PRAYER & PLEDGE OF ALLEGIANCE**
- C. ROLL CALL**
- D. PUBLIC HEARING** – Annexation Petition – Property owned by State of Missouri, Department of Agriculture by and through the State Fair Commission
- E. PUBLIC HEARING** – Annexation Petition – Property owned by E. W. Thompson, Inc
- F. SERVICE AWARDS** - None
- G. SPECIAL AWARDS**
  - 1. Presentation – Life Save Awards – Park Department Life Guards
- H. RETIREMENT AWARDS**
  - 1. Larry Parham – Officer – Police Department – 21 Years 5 Months of service
- I. APPROVAL OF PREVIOUS SESSION MINUTES**
  - A. Council Meeting – April 17, 2023
- II. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES** – None
- III. ROLL CALL OF STANDING COMMITTEES**
  - A. FINANCE / ADMINISTRATION** – Chairman Chris Marshall; Vice Chairman Jack Robinson – No report
  - B. PUBLIC WORKS** – Chairman Thomas Oldham; Vice Chairman Chris Marshall
    - 1. Quote – Day Cab Semi-Truck with Wet Kit – Street Department  
Council Discussion led by Chairman Oldham
      - Call for Ordinance Approving and Accepting a Quote for the purchase of a Day Cab Semi-truck for the Street Department – Mayor Dawson
    - 2. Change Order #1 – S&A Equipment & Builders – Sidewalk Repair/Replacement Project - \$8,198.13  
Council Discussion led by Chairman Oldham
      - Call for Ordinance Authorizing Change Order Number One for the replacement of a wall supporting a sidewalk – Mayor Dawson
    - 3. Vehicle Purchase – Cemetery – 2019 Ford F-150 Responder 4x4 - \$30,000.00  
Council Discussion led by Chairman Oldham
      - Call for Ordinance Authorizing a Vehicle Sales Invoice for the Cemetery Department – Mayor Dawson
    - 4. Renewal – Water Department – Business Demand Response Agreement – Evergy  
Council Discussion led by Chairman Oldham

- Call for Ordinance Authorizing the renewal of a business demand response agreement with Evergy – Mayor Dawson

**C. PUBLIC SAFETY** - Chairman Jack Robinson; Vice Chairman Steve Bloess

1. Bid – Hose & Nozzle Equipment – Fire Department – Feld Fire Equipment - \$49,126.00

Council Discussion led by Chairman Robinson

- Call for Ordinance Approving and Accepting a bid for Hose & Nozzle Equipment for the Sedalia Fire Department – Mayor Dawson

2. Fire Department – Mutual Aid Agreement – Whiteman Air Force Base

Council Discussion led by Chairman Robinson

- Call for Ordinance Ratifying and Approving an agreement for Mutual Aid in Fire and Emergency Services by and between the City of Sedalia dba Sedalia Fire Department and the Secretary of the Air Force Acting by and through the Commander 509<sup>th</sup> Bomb Wing, Whiteman Air Force Base – Mayor Dawson

3. Grant submission – Fire Department – RHSOC Grant

Council Discussion led by Chairman Robinson

- R Call for Resolution Authorizing the Sedalia Fire Department to submit an RHSOC Grant Application – Mayor Dawson

4. Budget Amendment & Purchase of command post trailer and generator – Police Department (Trailer \$23,500.00; Generator \$2,619.00)

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 – Dawson Mayor

- Call for Ordinance Amending the Budget for the Fiscal Year 2023-2024 regarding Police command post trailer and generator – Mayor Dawson

- Call for Ordinance Approving and Accepting Quotes for the Purchase of a command post trailer and generator for the Police Department – Mayor Dawson

**D. COMMUNITY DEVELOPMENT** – Chairwoman Rhiannon Foster; Vice Chairwoman Tina Boggess

1. Amend Section 4-7 – Annual allowance of sale & consumption of liquor during Scott Joplin Festival

Council Discussion led by Chairwoman Foster

- Call for Ordinance Amending Section 4-7 of City Code regarding the Annual allowance of sale and consumption of liquor during the Scott Joplin Festival – Mayor Dawson

2. Discussion on Springfork Lake

**IV. OTHER BUSINESS**

**A. APPOINTMENTS** – None

**B. LIQUOR LICENSES**

Renewals:

\*Daniela Reyes dba Taqueria El Costeno, LLC, 810 West 16<sup>th</sup>, Packaged Beer, Beer & Wine & Sunday sales - \$397.50

\*Cathy Geotz dba Break Time #3079, 2801 West Broadway, Sunday Sales - \$300.00

Click on any agenda item to view the related documentation

\*Cathy Geotz dba Break Time #3084, 318 West Broadway, Sunday Sales - \$300.00

\*Cathy Geotz dba Break Time #3083, 808 East Broadway, Sunday Sales - \$300.00

\*Jeremy Klein dba Cork-N-Bottle, 3806 East Broadway, Packaged Liquor & Sunday Sales - \$450.00

\*Jeremy Klein dba The Korner Lounge, 1604 South Ohio, Liquor by the Drink & Sunday Sales - \$750.00

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

**VI. GOOD AND WELFARE**

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

A. Roll Call Vote for Closed Door Meeting

B. Discussion of closed items

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

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

**VIII. Business Related to Closed Door Meeting**

A. Motion and Second to reopen regular meeting

B. Roll Call

C. Ordinance approving the acceptance of property

**IX. ADJOURN MEETING**

A. Motion and second to adjourn meeting

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

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<https://global.gotomeeting.com/install/578973061> This will make joining these meetings quick and easy.

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

For ***smartphones***: tap on one of the phone numbers and it will dial the phone and the meeting numbers.

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

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

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

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Access Code: 578-973-061

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

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

**POSTED ON APRIL 28, 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, May 1, 2023, 6:30 p.m.

**Public Hearing State Fair Property Annexation** – A petition was received from the State, as owners of the property they purchased for the expansion of the Fairgrounds, for a voluntary annexation of this additional land. In accordance with State Statutes, we must hold a public hearing between 14 and 60 days of receiving such a petition. The hearing is to hear from any interested parties on the appropriateness of the annexation. We must then wait at least 14 days after the hearing to consider adoption of an ordinance to effect the annexation.

**Public Hearing E.W. Thompson Property Annexation** – A petition was received from the owners of the property for a voluntary annexation of land along 10<sup>th</sup> Street just West of Winchester. This lot is part of the area the E.W. Thompson group has been developing over the last several years, and has been their practice to request annexation as each lot develops. In accordance with State Statutes, we must hold a public hearing between 14 and 60 days of receiving such a petition. The hearing is to hear from any interested parties on the appropriateness of the annexation. We must then wait at least 14 days after the hearing to consider adoption of an ordinance to effect the annexation.

**Finance/Administration Committee** – There are no items for consideration through the Finance / Administration Committee.

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

1. As discussed during the budgeting process, adding a day cab tractor with a low boy trailer will add significant efficiencies to the Street Department. This tractor and trailer would transport between job sites the paving equipment added last fiscal year much quicker, and thereby less costly. Likewise, other equipment such as the excavator would be able to be moved more efficiently than the current method of driving the equipment at low speeds. Further, having the tractor will allow for the use of an end-dump trailer for hauling much larger loads of construction materials. Included in the adopted budget is \$295,000 for the truck, low boy, and end-dump trailers. This estimate was based upon a new truck. However, staff recommends that a used truck is more prudent for our current needs. A used freightliner with about 400,000 miles has been located in the area. Staff drove the truck, found it to be in good shape, and negotiated a price of \$27,000. This price was compared to other advertised similar units and appears to be a fair value. Staff recommends approval of the purchase.
2. During the sidewalk replacement project in the area of Kentucky and Main Street, two unanticipated voids under the old structure were encountered. Staff recommends approval of a change order to cover the costs of filling these voids of \$8,198.13.
3. Staff proposed, during the budgeting process, to purchase a used crew cab pickup to replace a truck used in the Cemetery operations that is down and beyond feasible repair. In the

adopted budget \$35,000 was allocated to this project. Chief Wirt reached out to the contacts he has developed through Missouri Surplus Property and located a suitable unit for \$30,000. Staff recommends approval of the purchase.

4. The Water Department currently participates in a program through our electricity provider to obtain a discounted rate in exchange for agreeing to switch over to generator power in peak demand situations. Staff recommends approval of the renewal of this agreement.

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

1. Chief Irwin presented in the strategic plan for the Fire Department, moving to a lower pressure hose and nozzle attack package. This system makes handling the hoses much more manageable for our personnel, as well as, creating less wear on the pumps in the engines. This project was ranked sixth out of seventeen in the scoring process of the strategic planning meeting, and \$50,000 was included in the adopted budget. Staff sent out a request for proposals (RFP) to solicit bids, and obtained four bids. Two bids were deemed unresponsive to the requirements of the RFP. Of the two responsive bids, Feld Fire Equipment was the low bid at \$49,126.00 and staff recommends approval.
2. The City has had a long-standing agreement with Whiteman Airforce Base to provide mutual aid. Staff recommends approval of an update and renewal of this agreement reflecting the current Mayor and Chief.
3. The Fire Department has been successful in obtaining grants through the Regional Homeland Security Oversight Committees (RHSOC) program over the years. Staff is seeking authorization to apply for another grant to fund the purchase of additional dual band radios capable of communicating with other agencies in the event of emergencies.
4. Chief Wirt has presented in the Police Department strategic plan a project to add a portable command and control trailer. This trailer will act as a staging area in situations where command and control coordination activities are necessary on the scene of an emergency. Last year a truck capable of pulling such a trailer was purchased that is used as a response vehicle assigned to the Chief. Staff recommends utilizing asset forfeiture funds available to purchase this unit. Asset forfeiture funds are from property that was previously seized due to it being used in illegal activities that the Police assisted in bringing the perpetrators to justice. These funds are restricted and can only be used for law enforcement to further its efforts in eliminating crime. Stated in a simplistic way, drug dealers are helping us fund equipment to stop more of them. Staff recommends approval of a budget amendment to designate the use of these funds for this purpose.

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

1. Rather than adopting an ordinance each year to suspend the open container laws during the Scott Joplin Festival, a specific section was added to the code dealing with this annual event. With the development of the pavilion and other changes, staff recommends updates to this code section to reflect the current areas the festival activities take place.
2. The contract for the sale of the property surrounding Springfork Lake, expired and is now null and void. A provision of that contract that Council maintained was of the utmost importance

was maintaining public access to the lake. On the other hand, a major reason for even considering the agreement was that the ongoing costs to maintain the dam and lake are no longer appropriate charges against the Water Department Enterprise Fund offset by water usage fees. With that understanding, staff recommends soliciting public input to your deliberations over what should be done longer term with this asset and what are the proper funding sources for the maintenance that matches up with the level of public good derived from the asset.

## NOTICE OF PUBLIC HEARING

~ Annexation Petition ~

The City of Sedalia will hold a public hearing at 6:30 p.m. on Monday, May 1, 2023, in the Council Chambers at the Municipal Building, 200 South Osage Avenue, to consider an annexation petition filed with the City on April 3, 2023.

The legal description is set forth below. Public comments concerning the requested annexation will be entertained at the hearing.

Legal Description for the property owned by State of Missouri, Department of Agriculture by and through the State Fair Commission states the following:

All of the following described tract of land in Pettis County, Missouri, which is contiguous and compact to the existing city limits of the City of Sedalia, Missouri, to-wit:

**TRACT 1:**

*Tract B Description:*

A FRACTIONAL PART OF THE NORTH HALF, A FRACTIONAL PART OF THE SOUTHWEST QUARTER AND A FRACTIONAL PART OF THE WEST HALF OF THE SOUTHEAST QUARTER ALL IN SECTION 7, TOWNSHIP 45 NORTH, RANGE 21 WEST OF THE 5<sup>TH</sup> P.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 7; THENCE N03°30'50"E, 70.95 FEET ALONG THE WEST LINE OF SAID SECTION 7; THENCE LEAVING SAID WEST LINE S86°52'06"E, 3495.79 FEET; THENCE S03°13'42"W, 65.38 FEET; THENCE S86°41'30"E, 472.35 FEET TO THE EAST LINE OF SAID WEST HALF OF THE SOUTHEAST QUARTER; THENCE WITH SAID EAST LINE S02°07'44"W, 1488.16 FEET TO THE NORTHERLY LINE OF PETTIS COUNTY DEED BOOK 518, PAGE 219; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING COURSES AND DISTANCES: S77°11'44"W, 1913.15 FEET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 2914.93 FEET, AN ARC LENGTH OF 1325.30 FEET, A CHORD THAT BEARS S64°10'14"W, 1313.91 FEET; THENCE S51°08'44"W, 27.10 FEET TO THE SOUTH LINE OF SAID SECTION 7; THENCE WITH SAID SOUTH LINE N86°59'23"W, 1003.10 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE ALONG THE WEST LINE OF SECTION 7 N03°35'40"E, 105.58 FEET; THENCE WITH SAME N03°30'50"E, 2560.06 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED TRACT CONTAINS 201.00 ACRES, MORE OR LESS, PER PLAT OF SURVEY 750-27609, DATED JULY 25, 2022, BY MISSOURI DEPARTMENT OF AGRICULTURE – LAND SURVEY PROGRAM.

**TRACT 2:**

N/F MISSOURI DEPARTMENT OF AGRICULTURE  
BOOK 90, PAGE 225

THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION NUMBER SEVEN (7) AND THAT PART OF THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION NUMBER EIGHT (8), ALL



*LYING NORTH OF THE RIGHT-OF-WAY OF THE MISSOURI, KANSAS, AND TEXAS RAILROAD, IN TOWNSHIP NUMBER FORTY-FIVE (45) NORTH OF RANGE NUMBER TWENTY ONE (21) WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE COUNTY OF PETTIS, STATE OF MISSOURI.*

Handicapped citizens needing accommodation in order to attend this public hearing should contact the City Administrator's Office at (660) 827-3000 extension 1102 no later than 48 hours prior to the scheduled hearing.

Kelvin Shaw, City Administrator  
City of Sedalia

**NOTICE OF PUBLIC HEARING**

**~ Annexation Petition ~**

The City of Sedalia will hold a public hearing at 6:30 p.m. on Monday, May 1, 2023, in the Council Chambers at the Municipal Building, 200 South Osage Avenue, to consider an annexation petition filed with the City on April 6, 2023.

The legal description is set forth below. Public comments concerning the requested annexation will be entertained at the hearing.

Legal Description for the property owned by E.W. Thompson, Inc. states the following:

All of the following described tract of land in Pettis County, Missouri, which is contiguous and compact to the existing city limits of the City of Sedalia, Missouri, to-wit:

*0.69 ACRES:*

*BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF WINCHESTER DRIVE AND THE SOUTHERLY LINE OF 10<sup>TH</sup> STREET IF EXTENDED WEST IN THE DIRECTION IT NOW RUNS; THENCE NORTH 66°44' WEST, ALONG THE SOUTHERLY LINE OF SAID 10<sup>TH</sup> STREET IF EXTENDED WEST, 300.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 66°44' WEST ALONG SAID SOUTHERLY LINE EXTENSION, 150.0 FEET; THENCE SOUTH 23°16' WEST, 200.0 FEET; THENCE SOUTH 66°44' EAST, 150.0 FEET; THENCE NORTH 23°16' EAST, 200.0 FEET TO THE POINT OF BEGINNING. BEING LOCATED IN A PART OF THE SOUTHWEST QUARTER OF SECTION 6 IN TOWNSHIP 45 NORTH OF RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN, PETTIS COUNTY, MISSOURI.*

*15' UTILITY EASEMENT*

*A 15.0 FOOT UTILITY EASEMENT LYING 7.5 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF WINCHESTER DRIVE AND THE SOUTHERLY LINE OF 10<sup>TH</sup> STREET IF EXTENDED WEST IN THE DIRECTION IT NOW RUNS; THENCE SOUTH 23°16' WEST, ALONG SAID WESTERLY, 7.5 FEET TO THE POINT OF BEGINNING; THENCE NORTH 66°44' WEST, 450.0 FEET TO THE TERMINATION OF SAID EASEMENT.*

Handicapped citizens needing accommodation in order to attend this public hearing should contact the City Administrator's Office at (660) 827-3000 extension 1102 no later than 48 hours prior to the scheduled hearing.

Kelvin Shaw, City Administrator  
City of Sedalia



CITY OF SEDALIA, MISSOURI
CITY COUNCIL MEETING
APRIL 17, 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 17, 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/RETIREMENT AWARDS: None

SPECIAL AWARDS:

Sedalia Fire Department – Badge Pinning: Fire Chief Matt Irwin stated Farley Burke has completed her probationary period and has earned her right to wear the badge of the Sedalia Fire Department.

MINUTES: The Council Meeting minutes of April 3, 2023 were approved on motion by Oldham, seconded by Marshall. All in favor.

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES: The Citizens Traffic Advisory Commission minutes dated March 15, 2023 were accepted on motion by Oldham, seconded by Robinson. All in favor.

ROLL CALL OF STANDING COMMITTEES:

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

Presentation: Ukrainian Festival Event

Ukrainian Festival organizers from The Sedalia Tabernacle presented an update on the 2022 Ukrainian Festival. \$26,500 was raised for the Citizens of Ukraine and the church donated \$60,000 to help Ukrainian refugees with housing, clothing and food until they are able to obtain government assistance.

At this year’s festival, a map will be displayed showing where funds helped provide food, clothing, and other necessities to those in need. Organizers presented 2 videos, the first highlighted events from the 2022 festival and the second included Ukrainian citizens expressing appreciation for donations, their current conditions and how volunteers are helping.

The 2023 Ukrainian Festival will be held April 29, 2023 at the Downtown Pavilion from 11:00 a.m. – 5:00 p.m. and proceeds will go towards humanitarian aid in Ukraine.

## **Presentation: Self-Funding Health Insurance**

Terri Etter, with IMA Financial Group, presented a 3 year plan for the City of Sedalia to establish a self-funding medical plan. The first year, the City would move into a bundled partially self-insured plan with Blue Cross Blue Shield of Kansas City. This allows members to have the same network providers and keep all products bundled and the City will have plan discretion based off what works best for employees. This will also allow money paid towards premiums not being used, to be held in a reserve that goes back to the City.

The first year of the plan, claims will be significantly lower and still paid for through the fully insured plan. Claims typically have a 1-2 month lag time and a majority of "run-out claims" will be paid in the first 3 months. The carrier will still be responsible for payment of all claims incurred in 2023 and paid in 2024. Premiums for 2023 are estimated at \$1,671,708.00 and 2024 is estimated at \$1,764,698.00. In 2024, estimated self-funded funds is \$1,842,362, immature projected cost is \$1,682,034, mature cost is \$2,027,183 and estimated reserve amount is \$160,328.00. City Administrator Kelvin Shaw added that plans are more flexible and the health and wellness of employees lowers costs as well. A recommendation for Council consideration will be brought to the October 2, 2023 Council Meeting.

**Financial Update:** Finance Director Jessica Pyle stated for March 2023, Sales and Use Tax increased \$1.1 Million or 6.8% with a budget variance of \$470,835 for the past 12 months. Franchise Tax increased \$176,518 primarily due to Gas Tax. Transportation Tax increased 19% due to Gas Tax and vehicle sales were up 1.9% fiscal year-to-date. Property Tax Payments are up 4.5% for the month. April Sales and Use Tax increased \$155,907.00 or 11.6% over last fiscal year with a budget increase of \$102,120.00.

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

➤ To help retain employees, Staff recommends implementing a Paid Time Off Policy for part-time park employees. BILL NO. 2023-60, ORDINANCE NO. 11778 – AN ORDINANCE ADOPTING A PAID TIME OFF POLICY FOR PART-TIME PARK EMPLOYEES was read once by title.

2<sup>nd</sup> Reading – Motion by Oldham, 2<sup>nd</sup> by Marshall. All in favor.

Final Passage – Motion by Oldham, 2<sup>nd</sup> by Marshall. All in favor.

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

➤ The Public Works Department is requesting approval of a quote for roadway asphalt from Capital Materials. Cost is \$80.00/ton for recycled material and \$92.00/ton for recycled material with fiber. Material prices are less than the MODOT contracted amount. Motion by Oldham, seconded by Robinson to approve the quote. All in favor.

➤ The sales agreements with Foley Equipment Company are for a Caterpillar Steel Wheel Roller in the amount of \$184,500 and a Caterpillar B6S Skid Steer Hammer in the amount of \$10,800. Both items are for the Street Department.

BILL NO. 2023-61, ORDINANCE NO. 11779 – AN ORDINANCE AUTHORIZING SALES AGREEMENTS FOR THE PURCHASING OF EQUIPMENT FOR THE STREET DEPARTMENT was read once by title.

2<sup>nd</sup> Reading – Motion by Oldham, 2<sup>nd</sup> by Marshall. All in favor.

Final Passage – Motion by Oldham, 2<sup>nd</sup> by Marshall. All in favor.

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

➤ The sales agreement with Foley Equipment Company is for a Caterpillar Mini-Excavator for the Water Department in the amount of \$95,550.

BILL NO. 2023-62, ORDINANCE NO. 11780 – AN ORDINANCE AUTHORIZING SALES AGREEMENT FOR THE PURCHASING OF EQUIPMENT FOR THE WATER DEPARTMENT was read once by title.

2<sup>nd</sup> Reading – Motion by Oldham, 2<sup>nd</sup> by Marshall. All in favor.

Final Passage – Motion by Oldham, 2<sup>nd</sup> by Marshall. All in favor.

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

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

- The Sedalia Fire Department is proposing an agreement with qualified recruits to work for the City for 2 years after certification. If not, they will be responsible for costs accrued. Councilman Hiller asked if 2 years is enough time for the City to recoup costs and Fire Chief Matt Irwin stated he would rather keep them with the City for 24 months than have them reimburse the costs. Mayor Dawson asked what kind of screening process is in place and when the probation period would end. Fire Chief Irwin stated the process includes all testing and background checks that occur when hiring someone who is already certified. If someone fails or does not complete the program they would incur the costs up to that point. The probation period starts the day they are hired, lasts 6 months and can be extended.

BILL NO. 2023-63, ORDINANCE NO. 11781 – AN ORDINANCE APPROVING A TRAINING AGREEMENT FOR NEW FIRE DEPARTMENT EMPLOYEES was read once by title.

2<sup>nd</sup> Reading – Motion by Oldham, 2<sup>nd</sup> by Foster. All in favor.

Final Passage – Motion by Oldham, 2<sup>nd</sup> by Robinson. All in favor.

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

- A budget amendment was approved at the February 22, 2023 Council Meeting regarding a grant to purchase gear extractors. It did not make the April 1, 2023 deadline and the money was not carried over into FY 2024, therefore, a budget amendment is needed to reauthorize the purchase.

RESOLUTION NO. 2020 – 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. 2023-64, ORDINANCE NO. 11782 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2023-2024 REGARDING A FIRE GRANT PURCHASE OF GEAR EXTRACTORS was read once by title.

2<sup>nd</sup> Reading – Motion by Oldham, 2<sup>nd</sup> by Hiller. All in favor.

Final Passage – Motion by Oldham, 2<sup>nd</sup> by Robinson. 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

- Trash and rubbish is becoming a nuisance on some properties and has been an ongoing concern. City Prosecutor Todd Smith and Judge Beard drafted a code addressing the issues while protecting property owner rights. The addendum provides a process for the Judge to sign off on an abatement action to dispose of trash/rubbish documented with pictures and bill abatement costs to property owners.

BILL NO. 2023-65, ORDINANCE NO. 11783 – 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 was read once by title.

2<sup>nd</sup> Reading – Motion by Oldham, 2<sup>nd</sup> by Foster. All in favor.

Final Passage – Motion by Oldham, 2<sup>nd</sup> by Cross. All in favor.

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

- After several public meetings, the Transitional Services draft Ordinance is near final form for consideration. Staff was directed by Council to gather additional information regarding buffer zones and Council decided to add corridors used by children to go to and from schools. Staff has been working on ways to code the concept and it will require more research. It was suggested to consider the Ordinance as drafted without corridors. Councilwoman Foster stated the issue was discussed at the Community Development Committee Meeting and there was concern regarding the corridors. Councilwoman Boggess added that she understood the complexity and need for more time to work on the corridors but there is still concern for the security of children walking in some of the areas. Councilwoman Boggess suggested increasing the buffer zone from 1,000 ft. to 1,500 ft. and add corridors later. Motion by Boggess, seconded by Oldham to amend the Ordinance to change buffer zones from 1,000 ft. to 1,500 ft. and add corridors at a later date. All in favor. Councilwoman Foster added they are concerned for the safety of children and want to make sure they are doing everything to keep them safe.

BILL NO. 2023-66, ORDINANCE NO. 11784 – AN ORDINANCE AMENDING THE ZONING CODE TO INCLUDE SECTIONS FOR THE PROVISION OF SERVICES RELATED TO REDUCING HOMELESSNESS was read once by title.

2<sup>nd</sup> Reading – Motion by Oldham, 2<sup>nd</sup> by Robinson. All in favor.

Final Passage – Motion by Oldham, 2<sup>nd</sup> by Marshall. All in favor.

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

APPOINTMENTS: None

BIDS: None

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

New:

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

Renewal:

\*Henry Hatfield dba East Street Bar, 1201 E 3<sup>rd</sup>, Liquor by the Drink & Sunday Sales

The Council Meeting adjourned sine die at 7:39 p.m. on motion by Marshall, seconded by Robinson. All in favor.

The newly elected City Council Members were called forward and given the Oath of Office by Jason S. Myers, City Clerk, and were presented Certificates of Election and then took their seats at the dias.

Thomas J. Oldham, 1<sup>st</sup> Ward Councilman  
Chris Marshall, 2<sup>nd</sup> Ward Councilman  
Bob Hiller, 3<sup>rd</sup> Ward Councilman  
Bob Cross, 3<sup>rd</sup> Ward Councilman  
Steve Bloess, 4<sup>th</sup> Ward Councilman

MAYOR PRO-TEM:

Motion by Cross, seconded by Hiller to nominate Councilwoman Foster for Mayor Pro-Tem.

Motion by Boggess, seconded by Oldham to nominate Councilman Bloess for Mayor Pro-Tem.

Mayor Dawson ceased nominations.

Roll Call vote for Mayor Pro-Tem was as follows:

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

Mayor Dawson broke the tie by casting his vote for Councilwoman Foster.

Rhiannon Foster was elected Mayor Pro-Tem.

SELECTION AND ANNOUNCEMENT OF COMMITTEE ASSIGNMENTS:

Mayor Dawson provided Council with a list of new chairmen and vice chairmen for Council Committees as follows:

**Community Development** – Rhiannon Foster, Chairwoman; Tina Boggess, Vice Chairwoman; Steve Bloess and Bob Cross, Members

**Public Works** – Tom Oldham, Chairman; Chris Marshall, Vice Chairman; Bob Cross, Member

**Public Safety** – Jack Robinson, Chairman; Steve Bloess, Vice Chairman; Bob Hiller, Member

**Finance & Administration** – Chris Marshall, Chairman; Jack Robinson, Vice Chairman; Tom Oldham, Member

NEW BUSINESS:

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

- Mayor Dawson provided the Fraud Policy and Council Code of Conduct to Council Members to be acknowledged, signed and returned to him.

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:

Councilman Hiller commended Police Chief Wirt and the Sedalia Police Department on their training and the way they handled themselves during recent events.

City Administrator Kelvin Shaw congratulated the newly elected Council Members and thanked them for their service.

GOOD & WELFARE:

John Kehde, 708 W 5<sup>th</sup>, commended the City and State for working together to clean up Broadway with the mill and overlay under the Katy Trail Overpass.

The meeting adjourned at 7:50 p.m. on motion by Oldham, seconded by Cross to a closed door meeting in the upstairs conference room pursuant to subsections 1 (Legal Advice), 2 (Real Estate) and 12 (Negotiated Contracts) of Section 610.021 RSMo. Roll Call Vote: Voting "Yes" were Robinson, Oldham, Marshall, Boggess, Hiller, Cross, Foster and Bloess. No one voted "No".

The regular meeting reopened at 8:30 p.m. on motion by Foster, seconded by Oldham. All in favor.

ROLL CALL:

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

BUSINESS RELATED TO CLOSED DOOR MEETING:

BILL NO. 2023-67, ORDINANCE NO. 11785 – AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF A SPECIAL WARRANTY DEED FOR THE SALE OF PROPERTY COMMONLY KNOWN AS 321 EAST MAIN STREET FROM JOSHUA BROOKS HEIMSOTH AND HAYLEA KAY HEIMSOTH TO THE CITY OF SEDALIA, MISSOURI was read once by title.

2<sup>nd</sup> Reading – Motion by Oldham, 2<sup>nd</sup> by Foster. All in favor.

Final Passage – Motion by Oldham, 2<sup>nd</sup> by Marshall. All in favor.

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

BILL NO. 2023-68, ORDINANCE NO. 11786 – AN ORDINANCE APPROVING A SPECIAL WARRANTY DEED FOR THE SALE OF PROPERTY COMMONLY KNOWN AS 317 EAST CLAY FROM THE CITY OF SEDALIA MISSOURI TO EDWARDS PROPERTY HOLDINGS, LLC, A MISSOURI LIMITED LIABILITY CORPORATION was read once by title.

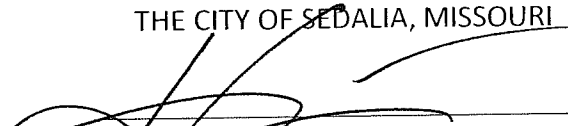
2<sup>nd</sup> Reading – Motion by Oldham, 2<sup>nd</sup> by Marshall. All in favor.

Final Passage – Motion by Oldham, 2<sup>nd</sup> by Marshall. All in favor.

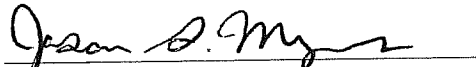
Roll Call Vote: Voting “Yes” were Robinson, Oldham, Marshall, Boggess, Hiller, Cross, Foster and Bloess. No one voted “No”.

The regular meeting closed at 8:32 p.m. on motion by Oldham, seconded by Marshall. All in favor.

THE CITY OF SEDALIA, MISSOURI



Andrew L. Dawson, Mayor



Jason S. Myers, City Clerk



BILL NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FOR THE PURCHASE OF A DAY CAB SEMI-TRUCK FOR THE STREET DEPARTMENT.**

**WHEREAS**, The City of Sedalia, Missouri, has received a proposal from KT Trans LLC; and

**WHEREAS**, under the attached quote, the City of Sedalia, Missouri, shall pay the sum and amount not to exceed Twenty Seven Thousand Dollars (\$27,000.00) to KT Trans LLC for the purchasing of a used Day Cab Semi-Truck with Wet Kit to be utilized by the Street Department as more fully described in the proposal 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 quote from KT Trans LLC in substantively the same form and content as it has been proposed.

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

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

**Section 4.** This ordinance shall 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 1<sup>st</sup> day of May 2023.


\_\_\_\_\_  
Presiding Officer of the Council

Approved by the Mayor of said City this 1<sup>st</sup> day of May 2023.

ATTEST:

\_\_\_\_\_  
Andrew L. Dawson, Mayor

\_\_\_\_\_  
Jason S. Myers  
City Clerk

To: Kelvin Shaw  
From: Justin Bray   
Date: April 26, 2023  
Subject: Used Day Cab Semi-truck with Wet Kit for Public Works Street Division

The Public Works Department requests approval to purchase the above vehicle which was approved for the Street Division in the FY2024 budget. The Department requests to purchase this equipment from KT Trans LLC, 23435 Hall Rd., Sedalia, MO.

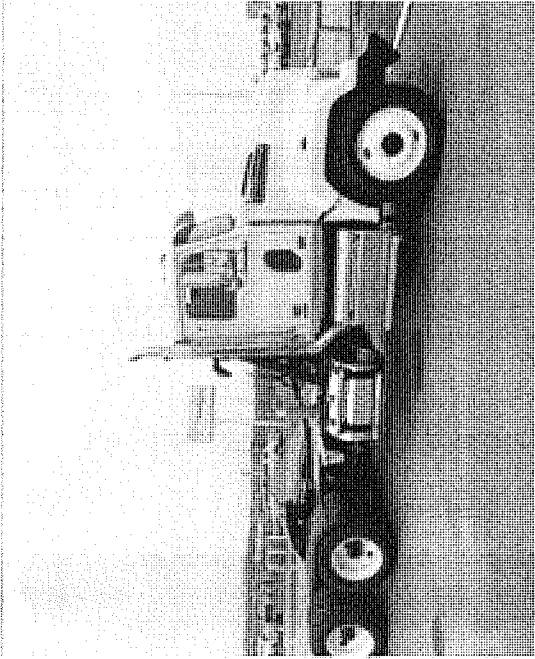
The Division had planned to use the MoDOT contract pursuant to the City's Financial Policy which states, in part, *"Department heads are encouraged to use cooperative purchasing programs sponsored by the State of Missouri. Cooperative purchasing can prove advantageous to the City by taking advantage 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. Department heads are encouraged to check with the State regarding cooperative procurement contracts in effect prior to making any large purchase."*

However, due to the increase in price and the long waiting list for new equipment, the local owner's price for a used semi-truck surpasses the state cooperative agreement and is in the best interest of the City given the lower price and condition of the truck. Attached is comparable trucks in similar condition and the quote from the owner KT Trans LLC. This quote includes specific description of the truck being purchased.

Originally budgeted	\$110,000
KT Trans LLC	\$27,000



**2012 Freightliner Cascadia with PTO**



SELECT TRUCKS OF KANSAS CITY

# 2014 WESTERN STAR 4700

\$44,950

308,372 MI

Engine

DD13

Transmission

Manual

Stock #

OHN 6063



SELECT TRUCKS OF KANSAS CITY

# 2020 WESTERN STAR 4900

\$144,950

191,440 MI

Engine

DD16

Transmission

Manual

Stock #

OHN 6122



SELECT TRUCKS OF KANSAS CITY

# 2018 FREIGHTLINER CASCADIA 125

\$34,950

682,31

Engine

Transmission

**BILL NO.** \_\_\_\_\_

**ORDINANCE NO.** \_\_\_\_\_

**AN ORDINANCE AUTHORIZING CHANGE ORDER NUMBER ONE FOR THE REPLACEMENT OF A WALL SUPPORTING A SIDEWALK.**

**WHEREAS**, the City of Sedalia, Missouri has received Change Order Number 1 from S&A Equipment and Builders for the replacement of the supporting wall for a sidewalk located at the Northwest corner of Kentucky and Main; and

**WHEREAS**, under the terms of said Change Order Number 1, the City of Sedalia shall see an increase in the project in the sum and amount of Eight Thousand One Hundred Ninety-Eight Dollars and Thirteen Cents (\$8,198.13) from S&A Equipment and Builders as more fully described in the Change Order attached to this Ordinance and incorporated by reference herein.

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

**Section 1.** The Council of the City of Sedalia, Missouri hereby approves and accepts Change Order Number 1 by and between the City of Sedalia, Missouri and S&A Equipment and Builders in substantively the same form and content as it has been proposed.

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

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

**Section 4.** This Ordinance shall 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 1<sup>st</sup> day of May 2023.

\_\_\_\_\_  
Presiding Officer of the Council

Approved by the Mayor of said City this 1<sup>st</sup> day of May 2023.

\_\_\_\_\_  
Andrew L. Dawson, Mayor

ATTEST:

\_\_\_\_\_  
Jason S. Myers  
City Clerk

To: Kelvin Shaw  
Through: Brenda Ardrey *BA*  
From: Jeremy Stone  
Date: April 11, 2023  
Subject: IFB #2021-010 Extension #1 Sidewalk Repair/Replacement-Amendment #2  
Change Order #1

The Public Works Department has received Change Order #1 from the Contractor, S&A Equipment and Builders, for the above mentioned project. During the removal of the existing sidewalk at the Northwest corner of Kentucky Ave. and Main Street, the Contractor uncovered that in the area of two window wells, a wall supporting the sidewalk was deteriorated to the point replacement is needed. The proposed solution is to replace the east supporting window well wall structure and the west window well will be steel plated and filled with flowable fill.

Change Order #1 will increase the overall cost of the project by \$8,198.13 which will bring the total project cost to \$246,052.95.

Thank you for your consideration.

CHANGE ORDER

SHEET NO. (1) OF 1

SEQUENCE NO.: Change Order #1

TO S & A Equipment and Builders CONTRACTOR

PROJECT NO.: 2021-010 Ext. 1- Amendment #2

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

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

Coal Chutes where found during sidewalk removals that need filled

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

(A) EST. LINE NO.	(B) ITEM NO.	(C) ITEM DESCRIPTION	(D) UNITS PREVIOUSLY PROVIDED FOR	(E) UNITS TO BE CONSTRUCTED	(F) UNITS OVERRUN, UNDERRUN, CONTINGENT	(G) CONTRACT OR AGREED UNIT PRICE	(H) AMOUNT OF OVERRUN OR PLUS CONTINGENT	(I) AMOUNT OF UNDERRUN OR MINUS CONTINGENT
(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)
23	1	32x38 Steel Plate	0	1	1	3581.20	3581.20	3581.20
24	2	Flowable Fill	0	1	1	1573.85	1573.85	1573.85
25	3	6" Thick Wall 6' Long	0	1	1	3043.08	3043.08	3043.08
								8198.13

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

1. CONTRACT AMOUNT		237854.82
2. OVERRUN THIS ORDER (H-I)	8198.13	
3. OVERRUN PREVIOUS (LINES 4 ON PREV. ORDERS)	0.00	
4. TOTAL OVERRUN TO DATE (2 + 3)		8198.13
5. TOTAL (1 + 4)		246052.95

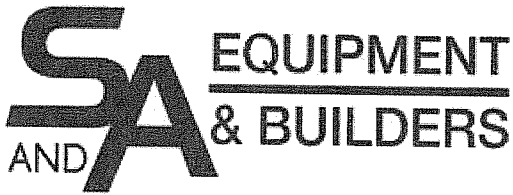
4. COMMENTS:

Blank area for additional notes or signatures.

THE TERMS OF SETTLEMENT OUTLINED ABOVE ARE HEREBY AGREED TO.

OWNER'S SIGNATURE DATE

CONTRACTOR'S SIGNATURE *DAE* Digitally signed by PAUL Sapp  
 Date: 2023.04.14 11:17:16 -05'00'



S&A Equipment and Builders  
 7398 County Road 409  
 Fulton, MO 65251  
 (573) 220-7565  
 marla@saequipmentbuilders.com

<b>To:</b> City Of Sedalia <b>Address:</b> Sedalia, MO	<b>Contact:</b> <b>Phone:</b> <b>Fax:</b>
<b>Project Name:</b> 2023 Sedalia Coal Chute <b>Project Location:</b>	<b>Bid Number:</b> <b>Bid Date:</b>

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
001	32"x38" 3/8" Steel Plate	1.00	LS	\$3,581.20	\$3,581.20
002	Flowable Fill	1.00	LS	\$1,573.85	\$1,573.85
003	6" Thick Wall 6' Long	1.00	LS	\$3,043.08	\$3,043.08

**Total Bid Price: \$8,198.13**

<p><b>ACCEPTED:</b>          The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b>  <b>S&amp;A Equipment</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> _____</p>
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**BILL NO.** \_\_\_\_\_

**ORDINANCE NO.** \_\_\_\_\_

**AN ORDINANCE AUTHORIZING A VEHICLE SALES INVOICE FOR THE CEMETERY DEPARTMENT.**

**WHEREAS**, The City of Sedalia, Missouri, has received a vehicle sales invoice from the Missouri State Highway Patrol for the purchase of a 2019 Ford F-150 Responder 4X4 for the Cemetery Department; and

**WHEREAS**, under the terms of the invoice, the City of Sedalia shall pay the sum and amount of Thirty Thousand Dollars (\$30,000.00) to the Missouri State Highway Patrol for said vehicle as more fully described in the vehicle sales invoice attached to this Ordinance and incorporated by reference herein.

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

**Section 1.** The Council of the City of Sedalia, Missouri, hereby authorizes the vehicle sales invoice by and between the City of Sedalia, Missouri and Missouri State Highway Patrol in substantively the same form and content as the vehicle sales invoice has been proposed.

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 1<sup>st</sup> day of May, 2023.

\_\_\_\_\_  
Presiding Officer of the Council

Approved by the Mayor of said City this 1<sup>st</sup> day of May, 2023.

ATTEST:

\_\_\_\_\_  
Andrew L. Dawson, Mayor

\_\_\_\_\_  
Jason S. Myers  
City Clerk

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**Sedalia Police Department**  
**DEPARTMENTAL MEMORANDUM**  
**Office of the Chief of Police**

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**To :** City Administrator Kelvin Shaw

**From :** Chief Matthew Wirt  
Roger Waters

**Date :** April 25<sup>th</sup>, 2023

**Ref :** Truck Purchase

Over the last several years supply chain issues and the aftermath of the COVID-19 pandemic have continued to limit the City's ability to find and purchase vehicles, specifically pickup trucks. Manufactures have limited their production and the City has experienced issues where trucks that have been ordered but, later cancelled because the manufacture could not fill the order. These issues have continued to limit the City's ability to purchase trucks and has pushed the cost to much higher levels. The Cemetery is in need a reliable pickup truck for everyday needs and to move crews from one location to another.

To fill the need at the Cemetery I have located one 2019 F150 Responder 4x4 VIN 1FTEW1P40KKD30621 available for purchase at the Missouri State Highway Patrol (MSHP). The truck served as a police vehicle but MSHP has maintained it with regular maintenance and care. The truck is equipped with 4 doors, approximately 77,000 miles, class III receiver hitch, new brakes and tires, and a bed cover. MSHP has provided the entire vehicle maintenance history indicating the truck has been methodically maintained. Purchasing used trucks with some mileage can be a challenge but, in this situation, it is a clear solution to fill this need. By purchasing the truck, the city can continue operations and make quality replacements.

The purchase of the MSHP truck meets City purchasing policy under the Cooperative Procurement Program as this is a form of State Surplus and "similar programs that meet the spirit and intent of these procedures in their process." I recommend the City purchase the 2019 Ford F150 Responder 4x4 for a total of \$30,000.

MISSOURI STATE HIGHWAY PATROL  
Fleet & Facilities Division  
P.O. Box 568  
Jefferson City, MO 65102  
**VEHICLE SALES INVOICE**

Invoice Number  
Page 1 of 1

Under provisions of 43.260 RSMo, the Missouri State Highway Patrol is authorized to sell the following used vehicles

(1) Year and Make of Vehicle: 2019 Ford F150 Responder 4X4 Title Number: \_\_\_\_\_  
Serial Number: 1FTEW1P40KKD30621 P Number: WW19278 Price: \$30,000.00  
Comments: Mileage 77869

(2) Year and Make of Vehicle: \_\_\_\_\_ Title Number: \_\_\_\_\_  
Serial Number: \_\_\_\_\_ P Number: \_\_\_\_\_ Price: \_\_\_\_\_  
Comments: \_\_\_\_\_

(3) Year and Make of Vehicle: \_\_\_\_\_ Title Number: \_\_\_\_\_  
Serial Number: \_\_\_\_\_ P Number: \_\_\_\_\_ Price: \_\_\_\_\_  
Comments: \_\_\_\_\_

(4) Year and Make of Vehicle: \_\_\_\_\_ Title Number: \_\_\_\_\_  
Serial Number: \_\_\_\_\_ P Number: \_\_\_\_\_ Price: \_\_\_\_\_  
Comments: \_\_\_\_\_

(5) Year and Make of Vehicle: \_\_\_\_\_ Title Number: \_\_\_\_\_  
Serial Number: \_\_\_\_\_ P Number: \_\_\_\_\_ Price: \_\_\_\_\_  
Comments: \_\_\_\_\_

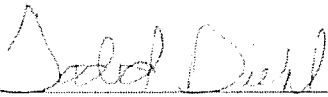
Agency: City of Sedalia

Address: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Upon receipt of a check in the amount of \$30,000.00, payable to the Missouri State Highway Patrol, title(s) to the above identified vehicle(s) will be transferred to the above buyer. No guarantee on the used vehicle(s) is expressed or implied by the Missouri State Highway Patrol.

MISSOURI STATE HIGHWAY PATROL

  
By

Fleet Control Coordinator  
Title

04/17/2023  
Date

**BILL NO.** \_\_\_\_\_

**ORDINANCE NO.** \_\_\_\_\_

**AN ORDINANCE AUTHORIZING THE RENEWAL OF A BUSINESS DEMAND RESPONSE AGREEMENT WITH EVERGY.**

**WHEREAS**, the City of Sedalia, Missouri has received a proposed renewal from Evergy to allow the Sedalia Water Department to use generators during peak electrical usage times as part of a Business Demand Response Agreement as more fully described in the agreement and incorporated by reference herein.

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

**Section 1.** The Council of the City of Sedalia, Missouri, hereby authorizes the renewal of a Business Demand Response Agreement by and between the City of Sedalia, Missouri and Evergy 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 from and after its passage by the City Council and approval by the Mayor.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 1<sup>st</sup> day of May 2023.


\_\_\_\_\_  
Presiding Officer of the Council

Approved by the Mayor of said City this 1<sup>st</sup> day of May 2023.

ATTEST:

\_\_\_\_\_  
Andrew L. Dawson, Mayor

\_\_\_\_\_  
Jason S. Myers  
City Clerk

To: Kelvin Shaw  
From: Elizabeth Nations   
Date: April 26, 2023  
Subject: Evergy Business Demand Response (BDR) Agreement Renewal

David Murray, Senior Operations Technician in the Water Division, recommends that the City Council approve the Business Demand Response Agreement renewal for the coming year with Evergy. This agreement provides that the Water Division facilities will run generators during peak electrical usage times as part of a curtailment incentive plan.

Thank you.

**BUSINESS DEMAND RESPONSE  
CUSTOMER PARTICIPATION AGREEMENT**  
MEEIA CYCLE 3 – Extension Year PY4: 2023

**Section A - Participant Information**

**Participant Name:** Sedalia Water Department  
**Everygy Billing Name:** SEDALIA WATER DEPT  
**Billing Address:** PO BOX 806 **Territory:** Everygy Missouri West (hereinafter "Company")  
**City:** Sedalia  
**State:** MO  
**Zip:** 65302--0806

**Participant Agreement Contact:** David Murray **Title:** Senior Operations Tech.  
**Telephone:** (660)46-0118 **Mobile Telephone :**( ) **Email:** david@sedalia-water.com

**Table 1:**

Facility Address	SPID	Meter #	SAID:	Rate Code:
4200 WATERWORKS RD	7570671815	1772118600942	4170558928	MOLGS
4200 WATERWORKS RD.#18	6740934724	1772019644891	4170615791	MOLGS
4200 WATERWORKS RD	7570671817	1672823684364	4170860320	MOLGS
4200 WATERWORKS RD	7570671818	1672118576481	4170558927	MOLGS

**Table 2:**

<b>Total Agreement Curtailable Load (CL)</b>	<b>425 kW</b>
--	---------------

**Table 3:**

<b>Agreement Length</b>	<b>1 year</b>
-------------------------	---------------

MEEIA Cycle 3  
Business Demand Response Agreement  
V2.0

\*All Agreements will be re-evaluated and may be amended at least annually to reflect changes in demand usage or facility operations. The Company reserves the right to amend the total CL in this Agreement if data indicates enrolled CL level is no longer accurate.\*

**Initial Here:** \_\_\_\_\_

**Section B - Curtailment Plan:**

The following is the curtailment plan for the above Participant when an event is called:

- **Opportunity 1: Run Generator at the Main Plant**

Actions:	Run the generator at the main plant to power the air conditioning units.
Energy System Type:	HVAC.
Response Type:	Manual.
Cost:	Minimal. The costs associated with this measure consist of the diesel to run the generators.
Implementation Barriers:	None. Based on discussions with facility staff, there are no barriers associated with this measure.

- **Opportunity 2: Run Generator at the Main Plant**

Actions:	Run the generator at the main plant to power the lighting.
Energy System Type:	Lighting.
Response Type:	Manual.
Cost:	Minimal. The costs associated with this measure consist of the diesel to run the generators.
Implementation Barriers:	None. Based on discussions with facility staff, there are no barriers associated with this measure.

- **Opportunity 3: Run Generator at the Main Plant and Surrounding Wells**

Actions:	Run the generators at the main plant and surrounding wells to run the motors.
Energy System Type:	Motors.
Response Type:	Manual.
Cost:	Minimal. The costs associated with this measure consist of the diesel to run the generators.
Implementation Barriers:	None. Based on discussions with facility staff, there are no barriers associated with this measure.

- Participant's preferred method of curtailment:  
 Load Reduction  Manual  Automatic)

- EPA Certified Self Generation:

***By executing this Agreement, the Participant certifies having reviewed the EPA regulations pertaining to their specific generating equipment and hereby represents and warrants that any enrolled self-generation utilized in the BDR Program is in compliance with all of the currently-applicable federal and/or local regulations.***

- Combination Load Reduction/Self Generation

Initial Here: \_\_\_\_\_



## **Section C - Participant Incentive “Pay for Performance”**

The Company will use a calculated baseline load (CBL) methodology to determine Participant’s kW savings associated with a demand response curtailment event. A CBL approach applies a computer model to develop a site-specific baseline for each day by using historic metered usage data. This baseline is calibrated to best match recent operational and/or weather patterns. Then, the baseline is used to forecast facility demand usage for each hour of the event day absent a curtailment event. The CBL is then compared to the actual measured average hourly demand (kW) during the curtailment event. The difference between the forecasted hourly baseline and the actual measured hourly usage during the event equals the hourly impact kW achieved during the event. All kW is calculated as a whole number. The Seasonal hourly average kW achieved divided by the kW enrolled is the Participant’s % achieved. The Company pays the Participant or Aggregator for their achieved Seasonal average percent of their enrolled Curtailable load within the established floor and cap as detailed below or as set forth in the agreement with the Aggregator. Participant feedback throughout the season as well as End of Season feedback is required for proper program participation. Failure to participate in season communication and/or End of Season meeting(s) can delay incentive payment.

- Participant may earn up to 110% for over-achievement of their enrolled Curtailable Load.
- Participant Participation Payment is **\$28.00 or \$32.00 per kilowatt** of their Event average of achieved Curtailable Load for the Season as detailed below:

1

- **1 If your business average performance across the season is between 1% and 84% of your enrolled capacity, then the performance will be paid at \$28/kW.** Your Payment at between 40% and 84% will be  $\$28.00 \times 425 \text{ kW}_{\text{enrolled}} \times 84\% \text{ }_{\text{achieved}} = \$9996$ 
  - $\text{Hourly kW}_{\text{achieved}} = \text{hourly kW}_{\text{CBL}} - \text{hourly kW}_{\text{measured}}$
  - $\text{Average Hourly kW}_{\text{achieved}} = \Sigma \text{Hourly kW}_{\text{achieved}} / \text{Number of Event Hours}$
  - $\%_{\text{achieved}} = \text{Average Hourly kW}_{\text{achieved}} / \text{kW}_{\text{enrolled}}$
  - Payment is capped at 110% of kW<sub>enrolled</sub>
  - Payment floor requires 40%<sub>achieved</sub> Participant performance Payment eligibility

**2 If your business average seasonal performance exceeds 85% Evergy will pay \$32/kW. Seasonal participation is capped at 110% of kW enrolled.**

- Your Payment at 100% Performance =  $(\$32.00 \times 425 \text{ kW}_{\text{enrolled}} \times 100\% \text{ }_{\text{achieved}}) = \$13,600$ 
  - $\text{Hourly kW}_{\text{achieved}} = \text{hourly kW}_{\text{CBL}} - \text{hourly kW}_{\text{measured}}$
  - $\text{Average Hourly kW}_{\text{achieved}} = \Sigma \text{Hourly kW}_{\text{achieved}} / \text{Number of Event Hours}$
  - $\%_{\text{achieved}} = \text{Average Hourly kW}_{\text{achieved}} / \text{kW}_{\text{enrolled}}$
  - Payment is capped at 110% of kW<sub>enrolled</sub>

The Participation Payment is paid to the Participant or Aggregator at the end of the Season between October 1 and December 31 in the form of either a bill credit or a check and may be subject to applicable income taxes. All other billing, operational, and related provisions of other applicable rate schedules shall remain in effect. If an Amendment to the CBL is executed during the June 1<sup>st</sup> to September 30<sup>th</sup> season, any events prior to Amendment will be averaged into new Amended CBL totals. Amendments made midseason will not be retroactive to any previously held DR events.

Participant’s incentive payment method:

MEEIA Cycle 3  
Business Demand Response Agreement  
V2.0

- Check – Company will provide (1) Participation Payment check per Customer Agreement
- W-9 Attached (Required for payment)

Initial Here: \_\_\_\_\_

#### **Section D - Participant Contact Information**

The Company will notify the Participant of a Curtailment Event per each of the following methods. (Participant should only provide information for those channels by which he or she wishes to be contacted.)

Please Note:

- 1) A minimum of 2 unique Participant contacts are required

MEEIA Cycle 3  
Business Demand Response Agreement  
V2.0

- 2) One (1) contact must have physical ability to execute Curtailment plan.
- 3) Cell phone carrier is required in order to receive event notifications via text message.

**Contact #1**

**Web Portal Access Requested**

Name	
Title	
Phone #	
Cell #	
Cell Carrier	
Email	

**Contact #2**

**Web Portal Access Requested**

Name	
Title	
Phone #	
Cell #	
Cell Carrier	
Email	

**Contact #3**

**Web Portal Access Requested**

Name	
Title	
Phone #	
Cell #	
Cell Carrier	
Email	

Initial Here: \_\_\_\_\_

## **Section E – Terms and Conditions**

### **Purpose:**

The Company is offering the Business Demand Response program as a voluntary program within the Missouri Energy Efficiency Investment Act (MEEIA) to reduce Participant load during peak periods to improve local and/or regional system reliability, offset forecasted system peaks that could result in future generation capacity additions, and/or provide a more economical option to generation or purchasing energy in the wholesale market. Participant curtailment may be requested for any of these operational or economic reasons as determined by the Company.

### **Business Demand Response Tariff:**

The Company has filed with the Public Service Commission of the State of Missouri (Commission) the Business Demand Response tariff stating the general rules and regulations of the BDR Program. The approved tariff provides the general rules and regulations of the Program. However, by signing this Participation Agreement, the Participant also agrees to the Program requirements as detailed in this agreement and/or any future addenda.

Current Business Demand Response tariffs may be viewed at: <https://www.evergy.com/manage-account/rate-information/how-rates-are-set/rate-overviews/detailed-tariffs>

### **Business Demand Response Website:**

All current Program information, documents and contact information are available on the BDR website: <https://www.evergy.com/ways-to-save/incentives/demand-response>

### **Availability:**

The BDR program is available during the MEEIA Cycle 3 to Evergy Missouri West and Evergy Missouri Metro commercial and industrial rate class customers. To become a BDR Participant, a customer must demonstrate to the Company economic and technical feasibility for measurable and verifiable load curtailment at their enrolled facility. The Participant may enroll in the Program either directly through the Company's Program Administrator or through a Company approved Aggregator under an independent third-party contract with the Aggregator. If a customer chooses to participate in BDR via an Aggregator, they will contract directly with and be paid by the Aggregator per the terms of their contract with Aggregator.

### **Curtailment Season:**

The Participant will curtail their annual enrolled Curtailable Load (Table 2, Section A) by executing their Curtailment Plan (Section C) when notified by the Company the following times throughout the term of this Agreement.

Curtailment Season: June 1 – September 30  
Designated Event Days: Monday – Friday; excluding holidays  
Designated Event Window: 12:00 p.m. – 8:00 p.m.

### **Curtailment Events:**

The Company will communicate with Participants in advance of a curtailment event to increase Participants ability to successfully participate. The Company and Participant agree to the following Curtailment Event criteria:

Maximum number of events per season – 15  
Minimum number of events per season – 1  
Minimum number test events per season – 1  
Maximum duration of an event - 8 hours  
Minimum notification prior to an event - 1 hour

MEEIA Cycle 3  
Business Demand Response Agreement  
V2.0

The Company reserves the right to require one (1) system Test curtailment event each year to ensure Participant technical and operational capability of achieving their enrolled Curtailable Load reduction. If Participant does not participate in the scheduled Test Curtailment event, the Company reserves the right to suspend or terminate this Agreement. Test Curtailments do not count toward the minimum or maximum number of annual Curtailment Events and will not be included in calculation of average Seasonal performance.

The Company reserves the right to cancel a scheduled Curtailment Event prior to the start time of such Curtailment Event. However, if cancellation occurs less than two hours before the scheduled start time of a Curtailment Event, the canceled Curtailment Event will count toward the Seasonal maximum number of events.

Participant agrees to acknowledge receiving event notification(s) prior to designated Event start time via the preferred communications method(s) as listed in Section D. Additionally, Participant acknowledges that Program staff will contact Participant prior to and/or during Curtailment events to validate Company participation if Participant has not responded to Event notification(s).

The Company will provide a financial incentive to Participant on a "pay for performance" scale equal to Participant's hourly average realized Seasonal curtailment level as described in Section C of this Agreement.

**Enrolled Facilities/Metering:**

Participant affirms the Company provides electric service to the Participant's facility located at the address referenced in Section A of this Agreement and that any equipment necessary for BDR participation aside from electrical service equipment provided by the Company per applicable Customer Service Agreement(s) is the obligation of the Participant. The Participant agrees to make available site-specific technical staff for consultation and regular communication of the facility's curtailment capabilities throughout the duration of Agreement to ensure Participant's successful achievement of enrolled Curtailment Level in this Agreement.

Only for the purposes of participating in BDR, individual service points with Company installed meters at Participant facility will be aggregated and tracked by the Company to determine facility demand usage. If Participant requests to enroll multiple facilities under one Agreement, the facilities' aggregated Curtailable Load Agreement will be evaluated together for performance.

Additionally, if Participant wishes for any account data including their facility metering data to be shared with a third-party, Participant must provide a signed Letter of Authorization on their corporate letterhead to the Company stating name of the third-party being authorized, the information to be shared and dates of authorization.

**Self-Generation:**

Self-generation as a curtailment method is restricted to Participants validating compliance pursuant to Environmental Protection Agency ("EPA") regulations (summarized at [www.epa.gov/ttn/atw/licengines/comply.html](http://www.epa.gov/ttn/atw/licengines/comply.html)) that affect the use of reciprocating internal combustion engines. By executing this Agreement, the Participant certifies that it has reviewed the EPA regulations pertaining to its specific generating equipment and it hereby represents and warrants that any enrolled self-generation utilized in the BDR Program is in compliance with all of the currently applicable federal and/or local regulations. The Participant further acknowledges that the Company will not certify, maintain any records or report on behalf of the Participant's self-generation certifications, testing, or reporting of self-generation used as a curtailment method in BDR.

**DERMS Database of Record:**

All official Participant notifications, tracking, reconciliation and reporting for Curtailment Event performance and Participation Payments will be executed within the Evergy Distributed Energy Resource Management System (DERMS).

Participant will be granted access to an online customer portal, [www.evergy.websmartview.oati.com](http://www.evergy.websmartview.oati.com), for greater visibility into their enrolled facilities' electrical load details such as near-real-time performance during Curtailment Events, post event performance data and Participant point of contact information. Participant shall indicate which contact(s) in Section D above are authorized to have portal access. Access to portal will remain active throughout the term of this Agreement. Participant is responsible for contacting Evergy to terminate portal access for any designated contact.

**Marketing:**

By executing this Agreement Participant agrees that Evergy may use the Customer's name, noted above, in promotional material, including but not limited to print advertising, for Evergy Business Demand Response programs. Evergy will not disclose actual incentive payment amounts made without Participant's written approval. Participant may opt out of this Marketing agreement by submitting a written request.

**General Terms:**

Participants in BDR will automatically be enrolled in the Voluntary Load Reduction ("VLR") Rider under which the Company reserves the right to request voluntary participation during Non-BDR event days. Additional details and compensation for such events are described in the VLR Tariff available at [www.evergy.com](http://www.evergy.com).

The Participant acknowledges that this Agreement is not assignable by Participant without the written consent of Company. If Participant no longer owns or operates the facility identified in this Agreement, participant agrees to notify Company in writing and this Agreement will be terminated.

The Participant further acknowledges that all information provided to the Company for the purpose of determining whether the Participant is eligible for service under the Tariff shall be retained by the Company, and shall be subject to inspection and disclosure under Chapters 386 and 393, RSMo, as amended from time to time. Should the Participant designate any such information as proprietary or confidential, Company shall notify Participant of any request for inspection or disclosure and shall use good faith efforts to secure an agreement or Commission order protecting the proprietary or confidential nature of such information.

This Agreement shall be governed in all respects by the laws of the State of Missouri, without regard to its conflict of law's provisions, and by the orders, rules and regulations of the Commission, as they may exist from time to time. Nothing contained herein shall be construed as divesting, or attempting to divest, the Commission of any rights, jurisdiction, power or authority vested in it by law.

Any regulation or law prohibiting the execution of this Agreement or its continuing execution will cancel the Agreement in place without penalty to either party.

This Agreement is subject to the Participant gaining the necessary permits, and to the Commission approval of MEEIA Cycle 3.

In the event of modifications to the Business Demand Response Tariff, the parties will meet and discuss such changes. This Agreement may be replaced by a new agreement or revised by Amendment. Amendment changes will take effect on the date of signature. Any events prior to Amendment signature will be incentivized at the original curtailment amount.

**Signatures:**

Company

Participant Company Name

Signature: \_\_\_\_\_  
Name: Kevin Brannan  
Title: Senior Manager, Distributed Energy  
Resources Programs  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**BILL NO.** \_\_\_\_\_

**ORDINANCE NO.** \_\_\_\_\_

**AN ORDINANCE APPROVING AND ACCEPTING A BID FOR HOSE AND NOZZLE EQUIPMENT FOR THE SEDALIA FIRE DEPARTMENT.**

**WHEREAS**, the City of Sedalia, Missouri has received a bid from Ed M. Feld Co. dba Feld Fire Equipment for the purchase of hoses and nozzles for the Sedalia Fire Department; and

**WHEREAS**, under the bid the City of Sedalia, Missouri shall pay the sum and amount of not to exceed Forty Nine Thousand One Hundred Twenty-Six Dollars (\$49,126.00) to Ed M. Feld Co. dba Feld Fire Equipment for said equipment, as more fully described in the bid 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 bid by and between the City of Sedalia, Missouri and Ed M. Feld Co. dba Feld Fire Equipment in substantively the same form and content as it has been proposed.

**Section 2.** The Mayor or City Administrator are authorized and directed to execute and the City Clerk is hereby authorized and directed to attest and fix the seal of the City of Sedalia, Missouri on the bid, and any other subsequent documentation, 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 bid, and any other subsequent documentation after it has been executed by the parties or their duly authorized representatives.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 1<sup>st</sup> day of May, 2023.

\_\_\_\_\_  
Presiding Officer of the Council

Approved by the Mayor of said City this 1<sup>st</sup> day of May, 2023.

\_\_\_\_\_  
Andrew L. Dawson, Mayor

ATTEST:

\_\_\_\_\_  
Jason S. Myers  
City Clerk



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**Sedalia Fire Department**  
**DEPARTMENTAL MEMORANDUM**  
**Office of the Fire Chief**

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To : City Administrator Kelvin Shaw

From : Fire Chief Matthew Irwin

Date : April, 27<sup>th</sup> 2023

Ref : Bid acceptance Feld Fire hose and nozzle package

On 04/21/2023 we opened bids for the hose attack package for the Sedalia Fire Department: We received 4 bids from 4 companies. After opening the bids and review of those bids I am requesting that Feld Fire equipment be awarded the winning bidder.

Feld Fire was not the lowest bid received, the initial low bid was found to have numerous math errors and upon contact with the representative they would not be able to honor the quoted price nor were they able to give a fixed shipping cost rather an estimate of what they thought it would cost to ship the items. The next lowest bid did not bid the hose called out specifically in the bid document but rather chose a hose to quote that had a shorter warranty period and a 5 year warranty on delamination versus the life time warranty offered on the requested hose to quote.

Therefore I am recommending that Feld Fire be awarded the bid for the fire hose attack package as the lowest/best option. This bid still falls below the amount budgeted for these items.

**Sedalia Fire Department  
Hose and Nozzle Equipment**

Equipment – <b>Feld Fire Equipment Quote</b>	Part#	Cost Per	Qty	Total For
Elkhart 1.5" XD Shutoff / 1-3/8" Water Way / With Pistol Grip / With Engraving / Yellow Grip and Bale Inserts	0033XD0F-010103030A	\$418.00	6	\$2,508.00
Elkhart 1.5" XD Shutoff / 1-3/8" Water Way / With Pistol Grip / With Engraving / Red Grip and Bale Inserts	0033XD0F-010102020A	\$418.00	6	\$2,508.00
Elkhart 1.5" XD Shutoff / 1-3/8" Water Way / With Engraving / Black Bale Inserts	0033XD0F-010100010A	\$390.00	3	\$1,170.00
Elkhart 2.5" XD Shutoff / 1-3/8" Water Way / With Pistol Grip / With Engraving / Green Grip and Bale Inserts	0069XD0F-010106060A	\$515.00	2	\$1030.00
Elkhart XD Smooth Bore / 7/8" Short Barrel / Yellow Bumper	000187XD-0105	\$118.00	6	\$708.00
Elkhart XD Smooth Bore / 7/8" Short Barrel / Red Bumper	000187XD-0103	\$118.00	6	\$708.00
Elkhart XD Smooth Bore / 7/8" Short Barrel / Black Bumper	66755007	\$118.00	3	\$354.00
Elkhart XD Smooth Bore / 1-1/16" Short Barrel / Green Bumper	000187XD-0410	\$118.00	2	\$236.00
Elkhart Chief XD Tip / 160GPM / 50 PSI / Spinning Teeth / Yellow Bumper	04XD017F-0101030A	\$472.00	6	\$2,832.00
Elkhart Chief XD Tip / 160GPM / 50 PSI / Spinning Teeth / Red Bumper	04XD017F-0101020A	\$472.00	6	\$2,832.00
Elkhart Chief XD Tip / 250GPM / 50PSI / Spinning Teeth / Green Bumper	04XD025F-0501060A	\$584.00	2	\$1,168.00
1-3/4" Snap-Tite Gladiator FGN Hose / 50' Sections / Yellow/ With custom stenciling	FGN17X50Y15N	\$295.00	48	\$14,160.00
1-3/4" Snap-Tite Gladiator FGN Hose / 50' Sections / Red/ With custom stenciling	FGN17X50R15N	\$295.00	48	\$14,160.00
2-1/2" Snap-Tite Gladiator FG Hose / 50' Sections / Green / With custom stenciling	FG25X50G25N	\$396.00	12	\$4,752.00
Shipping				0.00
<b>Total Cost</b>				<b>\$49,126.00</b>

Expected date of delivery: Nozzles: 3-4 Months / Hose: 8-10 Months ARO

**Bid Form –**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder:	Ed M. Feld Equipment Co. Dba Feld Fire Equipment
Main Business Address	113 N. Griffith Rd
City, State, Zip Code	Carroll, IA 51401
Telephone Number	800-568-2403
Bid Contact Person	Greg Pottberg
Email Address	gregp@feldfire.com

Further, as Contractor, declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the City Clerk, 200 S. Osage Avenue, Sedalia, Missouri 65301, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, issued thereto;

Further, the Contractor proposes and agrees, if this bid is accepted, to provide all necessary materials, supplies and/or products, including delivery transportation and recycling services necessary to furnish all the materials, supplies and/or products specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Missouri and that this Certification is binding upon the Bidder and is true and accurate. Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either bid rigging or bid-rotating.

The affiant deposes and says that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct. If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. *(Attach a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)*

Finally, the Contractor agrees to do all other things required of the Contractor by the contract documents, and that the Contractor will take in full payment therefore the sums set forth in the bidding schedule.

Signature of Bidder also authorizes the City to verify business references.

  
\_\_\_\_\_  
(Signature of Authorized Representative)

Sales Rep.  
\_\_\_\_\_  
(Title of Person Signing)

4-18-23  
\_\_\_\_\_  
(Date)

**TABULATION OF BIDS**

**Hose and Nozzle Equipment**

**April 21, 2023 2:00 p.m.**

**Council Chambers**

Equipment	Qty	Leo M Ellebracht Company Attn: David Wunderlin 104 Mullach Ct. - Suite 1028 Wentzville, MO 63385		Sentinel Emergency Solutions Attn: Keegan Bryan 2900 Telegraph Rd. St. Louis, MO 63125		Feld Fire Equipment Attn: Greg Pottberg 113 N. Griffith Rd. Carroll, IA 51401		MACQUEEN EMERGENCY Attn: Chris Wilson 18449 US Highway 66 Eureka, MO 63025	
		Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
Elkhart 1.5" XD Shutoff/1-3/8" Water Wav/With Pistol Grip/With Engraving/ Yellow Grip and Bale Inserts	6	\$397.10	\$2,382.60	\$445.00	\$2,670.00	\$418.00	\$2,508.00	\$458.97	\$2,753.82
Elkhart 1.5"XD Shutoff/1-3/8" Water Wav/With Pistol Grip/With Engraving/ Red Grip and Bale Inserts	6	\$397.10	\$2,382.60	\$445.00	\$2,670.00	\$418.00	\$2,508.00	\$458.97	\$2,753.82
Elkhart 1.5" XD Shutoff/1-3/8" Water Wav/With Pistol Grip/With Engraving/ Green Grip and Bale Inserts	3	\$397.10	\$1,191.30	\$395.00	\$1,185.00	\$390.00	\$1,170.00	\$458.97	\$1,376.61
Elkhart 2.5" XD Shutoff/1-3/8" Water Wav/With Pistol Grip/With Engraving	2	\$459.25	\$918.50	\$570.00	\$1,140.00	\$515.00	\$1,030.00	\$585.90	\$1,171.80
Elkhart XD Smooth Bore 7/8" Short Barrel/Yellow Bumper	6	\$110.00	\$660.00	\$125.00	\$750.00	\$118.00	\$708.00	\$128.21	\$769.26
Elkhart XD Smooth Bore 7/8" Short Barrel/Red Bumper	6	\$110.00	\$660.00	\$125.00	\$750.00	\$118.00	\$708.00	\$128.21	\$769.26
Elkhart XD Smooth Bore 7/8" Short Barrel/Black Bumper	3	\$110.00	\$330.00	\$125.00	\$375.00	\$118.00	\$354.00	\$128.21	\$384.63
Elkhart XD Smooth Bore 1-1/16" Short Barrel/Green Bumper	2	\$110.00	\$220.00	\$125.00	\$250.00	\$118.00	\$236.00	\$128.21	\$256.42
Elkhart Chief XD Tip/160GPM/50 PSI/Spinning Teeth/Yellow Bumper	6	\$448.25	\$2,689.50	\$505.00	\$3,030.00	\$472.00	\$2,832.00	\$522.44	\$3,134.64
Elkhart Chief XD Tip/160GPM/50 PSI/Spinning Teeth/Red Bumper	6	\$448.25	\$2,689.50	\$505.00	\$3,030.00	\$472.00	\$2,832.00	\$522.44	\$3,134.64
Elkhart Chief XD Tip/250GPM/50 PSI/Spinning Teeth/Green Bumper	2	\$553.85	\$1,107.70	\$625.00	\$1,250.00	\$584.00	\$1,168.00	\$695.51	\$1,291.02
1-3/4" Snap-Tite Gladiator FGN Hose/50' Sections/Yellow/With custom stenciling	48	\$287.10	\$13,780.80	\$239.48	\$11,495.00	\$295.00	\$14,160.00	\$331.71	\$15,992.08
1-3/4" Snap-Tite Gladiator FGN Hose/50' Sections/Red/With custom stenciling	48	\$294.95	\$14,157.60	\$239.48	\$11,495.00	\$295.00	\$14,160.00	\$331.71	\$15,992.08
2-1/2" Snap-Tite Gladiator FG Hose/50' Sections/Green/With custom stenciling	12	\$394.35	\$4,732.20	\$356.25	\$4,275.00	\$396.00	\$4,752.00	\$442.68	\$5,312.16
Shipping			\$784.69		\$150.00		\$0.00		\$1,500.00
<b>TOTAL</b>			<b>*\$43,835.99</b>		<b>\$44,515.00</b>		<b>\$49,126.00</b>		<b>*\$56,452.44</b>
Delivery			<b>\$48,686.99</b>						<b>\$56,592.54</b>
				Hose 20 weeks; Nozzles 10 weeks	Hose 22-24 weeks; other 90 days	Hose 8-10 mo.; Nozzles 3-4 mo.			6-7 weeks

**BILL NO.** \_\_\_\_\_

**ORDINANCE NO.** \_\_\_\_\_

**AN ORDINANCE RATIFYING AND APPROVING AN AGREEMENT FOR MUTUAL AID IN FIRE AND EMERGENCY SERVICES BY AND BETWEEN THE CITY OF SEDALIA D/B/A SEDALIA FIRE DEPARTMENT AND THE SECRETARY OF THE AIR FORCE ACTING BY AND THROUGH THE COMMANDER 509<sup>TH</sup> BOMB WING, WHITEMAN AIR FORCE BASE.**

**WHEREAS,**The City of Sedalia, Missouri d/b/a Sedalia Fire Department desires to continue the mutual aid agreement for mutual fire service with Secretary of the Air Force acting by and through the Commander 509<sup>th</sup> Bomb Wing, Whiteman Air Force Base 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 ratifies and approves the mutual aid agreement for mutual fire service by and between the City of Sedalia, Missouri d/b/a Sedalia Fire Department and the Secretary of the Air Force acting by and through the Commander 509<sup>th</sup> Bomb Wing, Whiteman Air Force Base as presented.

**Section 2.** 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 3.** This Ordinance shall be in full force and effect from and after its passage and approval.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 1<sup>st</sup> day of May, 2023.

\_\_\_\_\_  
Presiding Officer of the Council

Approved by the Mayor of said City this 1<sup>st</sup> day of May, 2023.

ATTEST:

\_\_\_\_\_  
Andrew L. Dawson, Mayor

\_\_\_\_\_  
Jason S. Myers, City Clerk

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**Sedalia Fire Department**  
**DEPARTMENTAL MEMORANDUM**  
**Office of the Fire Chief**

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**To : City Administrator Kelvin Shaw**

**From : Fire Chief Matthew Irwin**

**Date : April 25, 2023**

**Ref : Mutual Aid Agreement WAFB**

**The Sedalia Fire Department is requesting a resolution to continue with a mutual aid agreement with the Whiteman Air force Base Fire Department. This agreement is currently in place with only the names of the executors of the agreement needing to be updated.**

**Staff recommends this agreement be signed and extended.**

AGREEMENT FOR MUTUAL AID IN FIRE EMERGENCY SERVICES

BETWEEN THE

CITY OF SEDALIA FIRE DEPARTMENT

AND

509<sup>TH</sup> BOMB WING, WHITEMAN AFB, FIRE DEPARTMENT

This Mutual Aid Agreement (the "Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_ 2023, between the Secretary of the Air Force (the "Air Force") acting by and through the Commander 509th Bomb Wing, Whiteman Air Force Base, Missouri pursuant to the authority of 42 U.S.C. § 1856a and the City of Sedalia Fire Department. Together the Air Force and the City of Sedalia Fire Department are hereinafter referred to as the "Parties".

**WITNESSETH:**

WHEREAS, each of the Parties hereto maintains equipment and personnel for the suppression of fires and the management of other emergency incidents occurring within areas under their respective jurisdictions; and

WHEREAS, as set forth in 42 U.S.C. § 1856 the term 'fire protection' includes personal services and equipment required for fire prevention, the protection of life and property from fire, firefighting, and emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue incidents involving vehicular and water mishaps, and trench, building, and confined space extractions; and

WHEREAS, the Parties hereto desire to augment the fire protection capabilities available in their respective jurisdictions by entering into this Agreement.

**NOW, THEREFORE, in consideration of the mutual covenants, obligations and agreements herein established, the Parties hereby agree as follows:**

- a. The authority to enter into this Agreement is set forth in 42 U.S.C. § 1856a, and Title 15 United States Code Section 2210, the regulations implementing same at Title 44 Code of Federal Regulations Part 151 *Emergency Management and Assistance* and DAFI 32-2001, *F&ES Program*.
- b. This Agreement will serve as the agreement between the Parties for securing to each mutual aid in fire protection services as defined above.
- c. On request to a representative of the Whiteman Air Force Base fire department by a representative of the City of Sedalia Fire Department, fire protection equipment and personnel of the Whiteman Air Force Base fire department will be dispatched to any point within the area for which the City of Sedalia Fire Department normally provides fire protection services as designated by the representatives of the City of Sedalia Fire Department.
- d. On request to a representative of the City of Sedalia Fire Department by a representative of the Whiteman Air Force Base fire department, fire protection equipment and personnel of the City of Sedalia Fire Department will be dispatched to any point within the jurisdiction of the Whiteman Air

Force Base as designated by the representative of the Whiteman Air Force Base fire department.

e. Any dispatch of equipment and personnel by the Parties pursuant to this Agreement is subject to the following conditions:

(1) Any request for aid hereunder will include a statement of the amount and type of equipment and personnel requested and will specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and the number of personnel to be furnished will be determined by the responding organization. The requesting organization will ensure access to site for the responding organization.

(2) The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched and will be subject to the orders of that official.

(3) The responding organization will be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection.

(4) Sharing of non-encrypted Radio Frequencies/INTEROPERABILITY capability between agencies specifically during Mutual Aids for accountability of personnel and assets, including sharing of valuable information between Incident Command and firefighters.

(5) HAZMAT incident response will include the response to, and control and containment of any release or suspected release of any material suspected to be or known to be hazardous. Where the properties of a released material are not known, it will be considered hazardous until proven otherwise by the requesting organization using all technical resources available. Cleanup and removal of contained HAZMAT will be the responsibility of the requesting organization.

(6) In the event of a crash of an aircraft owned or operated by the United States or military aircraft of any foreign nation within the area for which the City of Sedalia Fire Department normally provides fire protection services, the chief of the Whiteman Air Force Base fire department or his or her representative may assume full command on arrival at the scene of the crash.

(7) Regardless of local agencies assigning an incident safety officer, an Air Force representative will be assigned to act as the incident safety officer for Whiteman Air Force Base fire department to observe Air Force support and operations at an incident. Local agencies are encouraged to assign a safety officer to observe the agencies support and operations at an incident on the installation.

f. Each Party hereby agrees that its intent with respect to the rendering of assistance to the other Party under this Agreement is not to seek reimbursement from the Party requesting such assistance.

(1) Notwithstanding the above, the Parties hereby recognize that pursuant to the Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2210) and Federal regulations issued there under (44 Code of Federal Regulations Part 151), the City of Sedalia Fire Department is permitted to seek reimbursement for all or any part of its direct expenses and losses (defined as additional firefighting costs over normal operational costs) incurred in fighting fires on property under the jurisdiction of the United States. Furthermore, under the authority of 42 U.S.C. § 1856a, and pursuant to any applicable state or local law each Party hereby reserves the right to seek reimbursement from the other for all or any part of the costs (defined as additional firefighting costs over normal operational costs) incurred by it in providing fire protection services to the other Party in response to a request for assistance.

(2) Furthermore, to the extent permitted by law, the City of Sedalia Fire Department agrees to



indemnify and hold harmless the United States from any liability that may arise from the use of firefighting foams, chemicals, or other materials by the Air Force in providing fire protection services to the City of Sedalia Fire Department, which agreement to indemnify and hold harmless includes, but is not limited to, such uses that may result in hazardous substance exposure or pollution of or contamination to air, land, water, person or property or such uses that may result in response actions under CERCLA, RCRA, or any other federal, state, or local laws. Notwithstanding any other provision of this Agreement, termination of this Agreement shall in no way affect the City of Sedalia Fire Department's obligation under this paragraph to indemnify and hold harmless the United States from any liability that may arise from the use of firefighting foams, chemicals, or other materials by the Air Force in providing fire protection services to the City of Sedalia Fire Department, which obligation shall survive such termination.

g. Both Parties agree to implement the National Incident Management System during all emergency responses on and off Installations IAW *National Fire Protection Association Standard 1561*.

h. Each Party waives all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. This provision does not waive any right of reimbursement pursuant to paragraph f.

i. All equipment used by the City of Sedalia Fire Department in carrying out this Agreement will, at the time of action hereunder, be owned by it; and all personnel acting for the City of Sedalia Fire Department under this Agreement will, at the time of such action, be an employee or volunteer member of the City of Sedalia Fire Department.

j. The rendering of assistance under the terms of this Agreement will not be mandatory; however, the Party receiving a request for assistance will endeavor to immediately inform the requesting Party if the requested assistance cannot be provided and, if assistance can be provided, the quantity of such resources as may be dispatched in response to such request.

k. Neither Party will hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment and/or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire protection services needed within their own jurisdictions.

l. Disputes.

Parties to Negotiate. If a dispute should arise, the Parties agree to first attempt to resolve the dispute using unassisted negotiation techniques (i.e., without the assistance of a neutral third party). Either Party may request in writing that unassisted negotiations commence. As part of the unassisted negotiation, the Parties shall consider employing joint fact-finding, if material factual disputes are involved, and shall use other early resolution techniques appropriate to the circumstances. If the dispute involves material issues of fact, the Parties may employ a neutral third party to provide a confidential evaluation of the issues of fact.

m. Alternative Dispute Resolution.

1. If the dispute is not resolved within sixty (60) days after the request for unassisted negotiations, and the Parties do not mutually agree to continue the unassisted negotiations, the Parties shall employ alternative dispute resolution procedures involving nonbinding mediation of the dispute by a neutral third party. The alternative dispute resolution procedures employed shall include a confidential evaluation of both the facts and the law and the issuance of confidential recommendations by the

neutral third party.

2. By entering into this Agreement, the Parties have voluntarily adopted alternative dispute resolution procedures IAW 5 United States Code. § 572(c). These procedures shall not be employed if determined by either Party to be inappropriate after taking into consideration the factors enumerated at 5 United States Code. § 572(b). A Party rejecting alternative dispute resolution as inappropriate shall document its reasons in writing and deliver them to the other Party. The Parties shall enter into a master written alternative dispute resolution Agreement governing alternative dispute resolution proceedings that may be amended as needed to fit individual proceedings. (A template of an acceptable alternative dispute resolution agreement may be found at ([www.udr.af.mil](http://www.udr.af.mil))).

The Government's obligation to make any payment arising out of an agreement resolving a dispute under this Agreement is contingent upon the availability of funds proper for such payment. The City of Sedalia Fire Department's obligation to make any payment arising out of an agreement resolving a dispute under this Agreement is contingent upon the availability of funds proper for such payment.

n. All notices, requests, demands, and other communications which may or are required to be delivered hereunder will be in writing and will be delivered by messenger, by a nationally recognized overnight mail delivery service or by certified mail, return receipt requested, at the following addresses:

For the Air Force:

Whiteman Air Force Base  
c/o 509th Bomb Wing Commander  
509 Spirit Blvd, Suite 509  
Whiteman Air Force Base, MO  
65305 And:

Department of the Air Force  
Air Force Civil Engineer  
Center/CXF 139 Barnes Dr, Suite 1  
Tyndall AFB FL 32403-5319  
\*And:

Whiteman Air Force Base  
c/o Chief, Fire & Emergency  
Services 660th Street, Suite 211  
Whiteman Air Force Base, MO 65305

***City of Sedalia Fire Department  
Attention to Fire Chief  
2606 West 16<sup>th</sup> Street  
Sedalia, MO 65301***

TERMS OF THE AGREEMENT

o. This Agreement will become effective on the date of the last signature to the Agreement and will remain in effect for two years from that date (the "Term"). The Parties to this agreement shall conduct an annual review for currency to respective regulatory and policy guidance and shall acknowledge review by cover letter signature from both Parties' senior fire officers. Either Party may unilaterally terminate this Agreement during the Term by sending notification of its intent to terminate to the other Party at 180 days in advance of the proposed date of termination. Such notification will be in the form of a written submission to the other Party.

p. Upon becoming effective, this Agreement will supersede and cancel all previous agreements between the Parties concerning the rendering of assistance from one to the other for the purposes stated in this Agreement.

q. The modification or amendment of this Agreement, or any of the provisions of this Agreement, will not become effective unless executed in writing by both Parties.

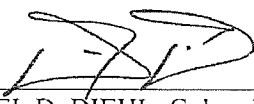
r. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

IN WITNESS WHEREOF, The Parties have caused this Agreement to be executed by their duly authorized representatives on the dates shown below (apply all required signatures here):

FIRE DEPARTMENT  
For the City of Sedalia Fire Department

THE UNITED STATES OF AMERICA  
by the Secretary of the Air Force

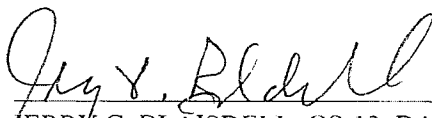
By: \_\_\_\_\_  
ANDREW DAWSON  
Mayor, City of Sedalia

By:  \_\_\_\_\_  
DANIEL D. DIEHL, Colonel, USAF  
Commander, 509th Bomb Wing

Date: \_\_\_\_\_

Date: 10 APR 23

\_\_\_\_\_  
MATT IRWIN  
Fire Chief  
City of Sedalia Fire Department

 \_\_\_\_\_  
JERRY G. BLAISDELL, GS-13, DAFC  
Chief, Fire & Emergency Services  
Whiteman Air Force Base

Date: \_\_\_\_\_

Date: 19 APR 23

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE SEDALIA FIRE DEPARTMENT TO SUBMIT AN RHSOC GRANT APPLICATION.**

**WHEREAS**, the City of Sedalia, Missouri, Sedalia Fire Department is applying for grant funds through a 2023 DHS RHSOC Grant for the purchase of dual band radios.

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

**Section 1.** The Mayor, City Administrator or Fire Chief are authorized to sign the grant application for RHSOC grant funds and any other official project documents that are necessary to obtain such assistance, including any agreements, contracts or other documents that are required.

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

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

**PASSED** by the Council of the City of Sedalia, Missouri, this 1<sup>st</sup> day of May, 2023.

\_\_\_\_\_  
Presiding Officer of the Council

ATTEST:

\_\_\_\_\_  
Jason S. Myers  
City Clerk

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**Sedalia Fire Department**  
**DEPARTMENTAL MEMORANDUM**  
**Office of the Fire Chief**

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**To : City Administrator Kelvin Shaw**

**From : Fire Chief Matthew Irwin**

**Date : April 25, 2023**

**Ref : DHS RHSOC Grant request**

**The Sedalia Fire Department, is requesting a resolution to apply for the 2023 DHS RHSOC Grant. This grant is a 100% no cost grant. The Sedalia fire Department would like to request funds for radios that would be used by department officer staff that are dual band radios.**

**If awarded a grant there would need to be a budget amendment done in the future to address the purchase of these radios but would be reimbursed by the grant.**

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

**RESOLUTION NO. \_\_\_\_\_**

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**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.**

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**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 General Fund must be increased by a total of \$24,999.00 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. Increased trailer production allows for availability of Police Command Post Trailer & Generator.
- B. Unit is requested for special operations, large incidents, crime scenes, community events, and multijurisdictional trainings and disasters.

**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 May 1, 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 POLICE COMMAND POST TRAILER & GENERATOR**

**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 1<sup>st</sup> day of May 2023.

\_\_\_\_\_  
Presiding Officer of the Council

Approved by the Mayor of said City this 1<sup>st</sup> day of May 2023.

\_\_\_\_\_  
Andrew L. Dawson, Mayor

ATTEST:

\_\_\_\_\_  
Jason S. Myers  
City Clerk

Exhibit A  
 City of Sedalia  
 FY24 Budget Amendment 5/1/2023 Police Command Post & Trailer

Account / Description	Current Budget	Change	Amended Budget	Comments
Expenditures / Uses of Funds Fire				
10-63-351-00	297,627.37	24,999.00	322,626.37	Command Post Trailer and Generator
Total Expenditure Change		<u>24,999.00</u>		
		<u>(24,999.00)</u>		Net Increase (Decrease) In Projected Fund Balance



BILL NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING AND ACCEPTING QUOTES FOR THE PURCHASE OF A  
COMMAND POST TRAILER AND GENERATOR FOR THE POLICE DEPARTMENT.**

**WHEREAS**, The City of Sedalia, Missouri, has received proposals from Trailer Trendz LLC and LOWE's; and

**WHEREAS**, under the attached quotes, the City of Sedalia, Missouri, shall pay the sums and amounts not to exceed Twenty Three Thousand Five Hundred Dollars (\$23,500.00) to Trailer Trendz LLC for the purchasing of trailer and Two Thousand Six Hundred Nineteen Dollars (\$2,619.00) to LOWE's for a 9000 Watt inverter generator to be utilized by the Sedalia Police Department as more fully described in the quotes 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 quotes from Trailer Trendz LLC and LOWE's in substantively the same form and content as they have been proposed.

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

**Section 3.** The City Clerk is hereby directed to file in his office a duplicate or copy of the quotes 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 1<sup>st</sup> day of May 2023.

\_\_\_\_\_  
Presiding Officer of the Council

Approved by the Mayor of said City this 1<sup>st</sup> day of May 2023.

ATTEST:

\_\_\_\_\_  
Andrew L. Dawson, Mayor

\_\_\_\_\_  
Jason S. Myers  
City Clerk

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**Sedalia Police Department**  
**DEPARTMENTAL MEMORANDUM**  
**Office of the Chief of Police**

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**To : City Administrator Kelvin Shaw**

**From : Chief Matthew Wirt\_\_\_\_\_**

**Date : April 26, 2023**

**Ref : Command Post Trailer & Generator**

The Sedalia Police Department is in need of a command post trailer for special operations, large incidents, crime scenes, community events, and multijurisdictional trainings and disasters. The command post trailer will allow a workspace for officers and the incident command to work inside. The trailer can also provide a place for officers to stay warm during cold times of the year or cool off during the warm months. The trailer will be outfitted with office work space but also have the ability to haul cargo to an incident. SPD recently added a truck to our fleet that has the capability to pull the trailer. In addition, the company providing the trailer has improved their delivery dates and there is a slight possibility the trailer would arrive in time to be used for the upcoming Balloon Festival in June. After receiving quotes, per city purchasing policy, the best informal bid is for an Impact Shockwave trailer for \$24,999.

The trailer will also include a 4500 watt inverter generator for times when electricity is not available.

The police department did not originally budget for this additional purchase since supply chains had been none existent. However, the company increased production and as a result, I would like to request a budget amendment for \$24,999 to purchase the command post trailer from Trailer Trendz LLC of Eugene, MO.

The purchase revenue is available through Federal Asset Forfeiture funds allowing for no effect on the SPD or city budgets. The expense would be purchased through equipment expense account 10-63-351-00. Staff recommends this purchase.



19224 CR 8  
 Bristol, IN 46307  
 P: (574)622-0827  
 F: (574)648-0860

**Sold To**

Trailer Trends LLC  
 12844 Penny Hollow Rd  
 Eugene, MO 65032  
 P: (573) 498-0121  
 F:

**Quote**

Quote #: QT302213  
 Entry Date: 04/14/23  
 Completion Date: 08/23/23  
 Customer PO: Jimmy - Quote  
 Sales Rep: Bob  
 Payment Terms: Wells Fargo - 90 Days Free  
 Financing  
 Product: ENCLOSED-LBRH  
 CONFIG: Engineering

**Ship To**

Trailer Trends LLC  
 12844 Penny Hollow Rd  
 Eugene, MO 65032  
 P: (573) 498-0121  
 F:

Item	Model	Qty	Price	Total
8.5 x 20 Shockwave Flat Top Bullnose Enclosed Race Trailer 7K(030 Black)	F10220THFBRT-070	1		

**Standard Features Per Trailer:**

- 6" Tube Main Frame
- 16" On-Center Crossmembers
- 6" A-Frame Trips Tube Tongue
- 16" On-Center Tube Sidewalls
- 16" On-Center Roof Bows
- Roof Vent Frame
- Bullnose Flat Front with Rounded Corners
- 48" Beaver Tail
- 2-5/16" A-Frame Ball Coupler
- Safety Chains
- 7-Way Electric Plug
- 2K Set-Back Jack
- 48" Wide Entry Door with Flush Lock
- Cast Aluminum Door Holdback
- Interior Recessed Step
- Rear Ramp Door with Spring Assist
- 16" Wood Ramp Flap

- Zinc Bar Locks
- ATP Fender Flares
- Torsion Brake Axle(s)
- Breakaway Battery with Switch
- Superlube Hubs
- 6T205/75R15 C Radial Tires
- 15" Black Aluminum Wheel
- Automotive Undercoating
- 0.030 Aluminum Exterior
- Screwless Exterior
- Seamless Aluminum Roof
- Brite Aluminum Top Wrap
- Polished Aluminum Castings
- Brite Aluminum Radius Corners
- 2.7" Top Trim

- 2.7" Bottom Trim
- 24" Tall Straight ATP Stone Guard
- Large J-Trim on Ramp Door(s)
- Brite Aluminum Rear Hoop
- 8" Rear Flare with Brite Aluminum Ceiling
- Sidewall Vents
- 84" Interior Height
- High Performance Wood Walls and Trim
- White Vinyl Ceiling with White Aluminum Covers
- White Vinyl H-Molding on Ceiling
- 3/4" High Performance Wood Flooring
- (4) 5K Zinc O-Rings
- (2) 11in Deluxe LED Interior Lights with Switch
- Bullet LED Marker and Clearance Lights
- Slimline LED Tail Lights with Integrated Backup Light
- (2) Loading Lights under Spoiler with Switch

**Selected Options Per Trailer:**

Add 30in Wide x 30in Hight Radius Horizontal Slider Window	FUPGEN1100	1
Add 30in Wide x 22in Height Egress Radius Horizontal Slider Window (LQ Goggles/Necks)	FUPGEN1162	1
Deep Cycle 12V Battery in Battery Box w/ Fuse Panel (Iniator)	FUPGEN1178	1
Configuration 10: L Shape Base w/Overhead Cabinet - White	FUPGEN1326	1
Roof 13,500 BTU Air Conditioner w/ Heat Strip (Black)	FUPGEN1217	1
Electric 48 Baseboard Heater (110V) w/ Thermostat	FUPGEN1212	2
Wall Mount Thermostat for Roof Mount Air Conditioner (Factory Assembly Required)	FUPGEN1219	1
Color Option, 030 Black	FUPGEN1001	20
Generator Prep Package - 50 Amp Generator Prep Package-50amp includes (1) 50amp Transfer Switch (1) Carbon Monoxide Sensor (1) Insulated Generator Box (1) 36in W x 30in H Generator Door	FUPGEN1548	1
Upgrade To 36" x 74" RV Door w/ Screen and Window IPO Standard Side Door	FUPGEN1081	1
Two Tone - Indigo Blue Front and Black Rear w/ Bright Divider Stripe	FUPGEN1081	1
Surcharge - Bristol (57%)	SURCHARGE-LBR	

Total - \$24000.00

With 4500 Watt generator  
\$24999.00

x  
Signature Required. Please sign and fax back to indicate order confirmation and acceptance of all terms and conditions as outlined in the 'Dealer Agreement'. Lead time for due date is initiated from date of signed customer order confirmation. Prices are subject to change.

BILL NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING SECTION 4-7 OF CITY CODE REGARDING THE ANNUAL ALLOWANCE OF SALE AND CONSUMPTION OF LIQUOR DURING THE SCOTT JOPLIN FESTIVAL.**

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

**Section 1.** Section 4-7 is hereby amended to read as follows:

“Sec. 4-7. - Annual allowance of sale and consumption of liquor during *Scott Joplin* Festival.

(a) Liquor may be sold from a wagon or booth and consumed at the following locations:

1. Ohio Street between 7<sup>th</sup> Street and Main Street; and
2. Main Street between Ohio Street and Lamine Avenue; and
3. 5th Street between Lamine Avenue and Osage Street; and
4. The Furnell Pavilion area including Second Street between Ohio Street and Osage Avenue, and Gazebo Park,

on the dates of the *Scott Joplin* Festival during the first 12 days of June, annually between the hours of 10:00 a.m. and 12:00 p.m. in the city.

(b) Liquor must be sold and contained in a plastic cup and not in the original container.

(c) All parties selling liquor in the manner referred in subsection (a) of this section shall obtain all necessary state and city licenses and shall comply with all applicable liquor laws.

**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 1<sup>st</sup> day of May, 2023.

\_\_\_\_\_  
Presiding Officer of the Council

Approved by the Mayor of said City this 1<sup>st</sup> day of May, 2023.

ATTEST:

\_\_\_\_\_  
Andrew L. Dawson, Mayor

\_\_\_\_\_  
Jason S. Myers, City Clerk

BILL NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

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

**WHEREAS**, the City of Sedalia, Missouri has agreed to accept property located at \_\_\_\_\_, Sedalia, Missouri 65301 ('Property') from \_\_\_\_\_ for a negotiated sum and other valuable consideration and also accept a Quit Claim Deed for said Property; all on the terms as set forth in the Quit Claim Deed attached hereto and incorporated by reference as if set forth herein.

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

**Section 1.** The Council of the City of Sedalia, Missouri, hereby approves the acceptance of the property from \_\_\_\_\_ by a Quit Claim Deed in substantially the same form and content as proposed.

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

**Section 3.** This Ordinance shall be in full force and effect from and after its passage and approval.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 1<sup>st</sup> day of May, 2023.

\_\_\_\_\_  
Presiding Officer of the Council

Approved by the Mayor of said City this 1<sup>st</sup> day of May, 2023.

\_\_\_\_\_  
Andrew L. Dawson, Mayor

ATTEST:

\_\_\_\_\_  
Jason S. Myers  
City Clerk