



City Council Meeting Agenda
Monday, June 5, 2023 – 6:30 p.m.
City Hall, 200 South Osage, Sedalia MO

MAYOR: ANDREW L. DAWSON

MAYOR PRO-TEM: RHIANNON FOSTER

- 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 Vyacheslav Kolesnik – Lot 32 Gables Phase 2
- E. **PUBLIC HEARING** – Annexation Petition – Property owned by Eugene Limanskiy – Lot 33 Gables Phase 2
- F. **PUBLIC MEETING** – Input from the public for future uses of Springfork Lake
- G. **SERVICE AWARDS**
 - 1. Jill Green-Reed – Detective – Police Department – 25 years of service
 - 2. Bradley Burton – Driver/Engineer – Fire Department – 5 years of service
 - 3. Frelen Hughes – Equipment Operator I – Water Department – 5 years of service
 - 4. John Hammond – Officer – Police Department – 5 Years of service
 - 5. Lawrence Carter – Plant Operator I – Water Pollution Control – 5 Years of service
- H. **RETIREMENT AWARDS/SPECIAL AWARDS** - None
- I. **APPROVAL OF PREVIOUS SESSION MINUTES**
 - A. Council Meeting – May 15, 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
 - 1. Discussion and possible direction – Amending 457 Plan to allow in-service distributions at age 59
 - 2. Budget Amendment – Grant for Bothwell Regional Health Center – Opioid Diversion Prevention Program – \$37,500.00Council Discussion led by Chairman Marshall
 - R** Call for Resolution City Council of the City of Sedalia, Missouri, stating facts and reasons for the necessity to amend and increase the City’s Annual Budget for Fiscal Year 2024 –Mayor Dawson
 - O** Call for Ordinance Amending the Budget for the Fiscal Year 2023-2024 regarding Opioid Prevention Program – Mayor Dawson
 - B. **PUBLIC WORKS** – Chairman Thomas Oldham; Vice Chairman Chris Marshall
 - 1. Budget Amendment and Contract Extension - Yard Waste Grinding Project – Hansen’s Tree Service - \$46,775.00Council Discussion led by Chairman Oldham

Click on any agenda item to view the related documentation

R Call for Resolution City Council of the City of Sedalia, Missouri, stating facts and reasons for the necessity to amend and increase the City's Annual Budget for Fiscal Year 2024 –Mayor Dawson

O Call for Ordinance Amending the Budget for the Fiscal Year 2023-2024 regarding Public Works Grinding Yard Waste – Mayor Dawson

O Call for Ordinance Approving and Accepting an extension to an agreement by and between the City of Sedalia, Missouri and Hansen's Tree Service for the Yard Waste Grinding Project – Mayor Dawson

2. Ratification of Community Revitalization Grant Agreement

Council Discussion led by Chairman Oldham

O Call for Ordinance Ratifying the Approval of a Community Revitalization Grant Agreement - Mayor Dawson

3. Liberty Park Stadium ARPA Grant Agreement - \$1,286,985.00

Council Discussion led by Chairman Oldham

O Call for Ordinance Approving and Accepting an ARPA Tourism Grant Agreement for Liberty Park Stadium Improvements – Mayor Dawson

4. SS4A Grant Agreement

Council Discussion led by Chairman Oldham

O Call for Ordinance Approving and Accepting a Safe Streets and Roads for all (SS4A) Grant agreement – Mayor Dawson

5. Source Well – Vac Truck Purchase - \$650,000.00

Council Discussion led by Chairman Oldham

R Call for Resolution of the City Council of the City of Sedalia, Missouri, stating facts and Reasons for the necessity to amend and increase the City's Annual Budget for Fiscal Year 2024 – Mayor Dawson

O Call for Ordinance Amending the Budget for the Fiscal Year 2023-2024 regarding Purchase of Vac Truck cost share between Water and Sewer – Mayor Dawson

O Call for Ordinance Approving and Accepting a Quote for the purchase of a Vac Truck – Mayor Dawson

6. Authorization and approval of the purchase of a Lowboy Trailer for \$71,392 and an End-Dump Trailer for \$58,900 from Monday Trailer Co.

C. COMMUNITY DEVELOPMENT – Chairwoman Rhiannon Foster; Vice Chairwoman Tina Boggess

1. Annexation of property owned by E. W. Thompson – west of Colton's

Council Discussion led by Chairwoman Foster

O Call for Ordinance of the City of Sedalia, Missouri, Approving and Annexing an unincorporated area owned by E. W. Thompson, Inc. into the City of Sedalia, Missouri, adjacent and contiguous to existing corporate limits of said City – Mayor Dawson

2. Ordinance rewording Business Licenses

Council Discussion led by Chairwoman Foster

- Call for Ordinance Amending Article I of Chapter 12 of the Code of the City of Sedalia, Missouri to add Section 12-3 establishing a requirement for food and beverage vendors to be in good standing with the Pettis County Health Center – Mayor Dawson

3. Main Street Licensing Agreement

Council Discussion led by Chairwoman Foster

- Call for Ordinance Approving and Accepting a Trademark Sublicense Agreement by and between the City of Sedalia Missouri, Sedalia Main Streets and National Main Street Center, Inc. for incorporating the Main Street America program – Mayor Dawson

4. Amendment to Historical Survey Grant Agreement

Council Discussion led by Chairwoman Foster

- Call for Ordinance Approving an Amendment to the Historical Preservation Grant and Financial Assistance Agreement with the Missouri Department of Natural Resources for the West Central Sedalia Historic District Reconnaissance survey – Mayor Dawson

D. PUBLIC SAFETY - Chairman Jack Robinson; Vice Chairman Steve Bloess

1. Budget Amendment and Quote – purchase of Tru-Narc Analyzer - \$29,751.86

Council Discussion led by Chairman Robinson

- R** Call for Resolution City Council of the City of Sedalia, Missouri, stating facts and reasons for the necessity to amend and increase the City's Annual Budget for Fiscal Year 2024 –Mayor Dawson

- Call for Ordinance Amending the Budget for the Fiscal Year 2023-2024 regarding purchase of TruNarc Analyzer utilizing Opioid Settlement Fund – Mayor Dawson

- Call for Ordinance Approving and Accepting a Quote for the purchase of a TruNarc Analyzer – Mayor Dawson

IV. OTHER BUSINESS

A. APPOINTMENTS – None

B. LIQUOR LICENSES

Renewals:

*Lancy Ulrich dba Hampton Inn Sedalia, LLC, 3909 West 9th, Liquor by the drink - \$450.00

*Marcial Limas dba State Fair Floral, 520 South Ohio, Liquor by the drink & Sidewalk Liquor - \$500.00

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. ADJOURN MEETING

A. Motion and second to adjourn meeting

Click on any agenda item to view the related documentation

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

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

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

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

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

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

United States: +1 (669) 224-3318

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

Access Code: 578-973-061

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

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

POSTED ON JUNE 2, 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, June 5, 2023, 6:30 p.m.

Public Hearing Gables Property Annexation – A petition was received from the owners of the property for a voluntary annexation of lot 32 of the Gables Subdivision. 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 Gables Property Annexation – A petition was also received from the owners of the property for a voluntary annexation of lot 33 of the Gables Subdivision. As with the other lot, this hearing is to hear from any interested parties on the appropriateness of the annexation.

Public Meeting on Springfork Lake – As discussed during a previous Council meeting, public input is being solicited on what should be done with Springfork Lake. This approximately 125-acre lake is situated on 450 acres of otherwise mostly wooded area located about 10 miles South of Sedalia. Several years ago, the lake was used as a source for the City's drinking water supply. Since it is no longer useful for drinking water, the cost to maintain the property is not justified as a charge against the rate payors for water usage. Therefore, the City needs to decide how to handle the ongoing cost to include maintenance of the dam, silt control, vegetation management, etc. or, if it is more prudent to sell the lake to liquidate the property for investment in other assets to benefit the water users and eliminate the ongoing costs, or potentially something in-between. A cooperative agreement was entered into several years ago with the Department of Conservation to manage the recreational fishing aspects of the lake. As discussed, keeping the property certainly has ongoing potential public benefits while on the other hand those benefits come at a cost. Therefore, if we are going to use public funds we should solicit input from such public as to what extent they would value these benefits.

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

1. The City offers employees the opportunity to participate in a deferred compensation program authorized under section 457 of the tax code. This program allows those that choose to participate to set aside a portion of their wages tax free until they pull it out (tax deferred), or they can choose to be taxed on the wages now and then the earnings on these funds are never taxed. These funds are always the employee's yet if they are drawn out before the employee reaches the age of 59 ½, then the withdrawn amounts may be subject to certain penalties under the tax code. In order to meet the guidelines of the Internal Revenue Service (IRS) to qualify for the favorable tax treatment, the City has to adopt a qualified plan and comply with the reporting requirements. Under the current adopted plan, no withdrawals are allowed until the employee leaves the employment of the City. These are typically re-

ferred to as in-service withdrawals. Therefore, even when an employee meets the age requirement, they cannot access these funds until they leave City employment, thereby inadvertently providing an incentive to quit. Staff recommends amending the plan to allow for in-service draws for participants that have reached the age of 59 ½. There is a cost of approximately \$350.00 to prepare the plan amendment, so we thought it was appropriate to gauge Council's desire to make this change before we spent the resources to have the documents prepared.

2. The hospital has identified a system that monitors the disbursement and usage of opioids to identify potential diversion of these commonly misused drugs. When this program was presented to the trustees of the hospital during the budget work session, Mayor Dawson thought of the opioid class action settlement funds the City is receiving. Mayor Dawson and I believe this is an excellent use of these funds that are restricted for the prevention of illegal use of this dangerous drug. Likewise, in discussion with Chief Wirt he agrees that this system will help keep opioids from getting out into illicit hands. Chief Executive Officer Wightman from the hospital will be at the meeting to provide more details and answer any questions. Staff recommends a budget amendment to allocate \$37,500 to purchase this system for the hospital.

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

1. The contract for the yard waste grinding is up for renewal and the amount for the volume of materials currently on hand to be ground comes to \$46,775. Since this exceeds the \$45,000 budget, staff recommends a budget amendment to formally appropriate the extra funding. Also, staff recommends approval of the scope of work and extension of this contract with Hansen's Tree Service.
2. As presented earlier, we have been awarded a Community Revitalization Grant through the Department of Economic Development (DED) for a maximum amount of \$767,760 with a 1:1 matching obligation. This project is to replace approximately 50 blocks of sidewalks in the North Central part of the City. We received a grant agreement and in order to meet the timeline requirement set by DED the document needed to be signed and returned to them by May 31st. Therefore, with the approval of Mayor Dawson, I signed the document on behalf of the City. In order to formalize such approval, staff recommends Council ratify this action by adopting an ordinance.
3. The City was also awarded a grant for tourism asset development through the Department of Economic Development (DED) for \$1,286,985 with a 1:1 matching obligation. This project is to perform significant upgrades to the historic Liberty Stadium. Staff recommends approval of the grant agreement as presented.
4. The City was also awarded a grant through the Department of Transportation (DOT) to produce an engineering report on how we can improve the safety of the traffic systems for the entire City. This grant is under the Safe Streets For All (SS4A) program. Staff has been working with DOT to get a grant agreement in place. Their process included us signing off on a draft submission before they would finalize the agreement and send it to us for final signature. Staff is hopeful that the final agreement will arrive for approval at this meeting.

5. The Water Pollution Control (Sewer) Division uses trucks that are a combination of Jet and Vacuum to do routine maintenance on the City's stormwater and sanitary sewer pipes, as well as hydro-excavating. These trucks are used to provide high pressure cleaning of the sewer pipes and stormwater pipes in order to prevent debris, such as tree roots from obstructing the movement of the water in the pipe. One of these trucks was originally purchased in 2007, and is experiencing repeated mechanical issues resulting in breakdowns and is unable to perform these maintenance tasks, which could result in non-compliance with the City's permitting with the Missouri Department of Natural Resources. The cost of a new truck is \$650,000. This item was discussed during the budget development process; however, it was left out of the recommendation to Council as being lower priority this year versus other items that were included. Since then the older truck has continued to have increasing maintenance issues. Further, in planning the Central Waste Water Treatment Plant upgrades it was determined that these trucks will be essential to minimize the down time during this project. Therefore, staff recommends a budget amendment to add these funds to the appropriations to obtain a new truck prior to the upgrade project and to assist in getting caught up on the normal sewer main maintenance and to approve the purchase of the new truck under a cooperative purchasing program referred to as Source Well.
6. With the purchase last year of the mill and overlay equipment to bring in-house more of these projects, we have a greater need of equipment to efficiently transport equipment to and from various job sites. Therefore, included in the budget appropriation for this fiscal year is \$295,000 for the purchase of a day cab tractor, a lowboy trailer, and an end-dump trailer. Council approved the purchase of a used tractor last month for \$27,000. Since then staff has been working to source the two trailers, and located a dealer that can supply both types of trailers including delivery. This dealer also participates in the cooperative purchasing program known as Source Well and can provide both trailers under the contracted prices. However, in the case of the end-dump trailer they can supply a different brand with essentially the same specifications and warranty at a price that is \$5,600 less. Therefore, staff recommends varying from the procurement policies to authorize the purchase of the lesser cost trailer at \$58,900 rather than the Source Well covered end-dump trailer. Staff also recommends approval of the purchase of the lowboy trailer under the Source Well contract at \$71,392. This will bring the total project in at a total cost of \$157,292, which is \$137,708 under the budgeted amount for these pieces of equipment.

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

1. At the last meeting, a public hearing was held to hear comments about the appropriateness of an annexation petition for property owned by E.W. Thompson just West of Colton's. No comments were received during the hearing, nor since then. Now that the required time period after the hearing has passed, Council can consider an ordinance to annex the property into the City. Staff recommends approval.
2. The current code of ordinances is not clear that establishments serving food and beverages have to comply with the health code as regulated by the County Health Department. Therefore, staff has worked with our legal department to draft language that more clearly identifies these requirements and includes a process to ensure compliance prior to issuing or renewing business licenses. Staff recommends approval of these amendments to the code.

3. The Main Street organization has requested a licensing agreement to allow them to use our identifying materials in their promotions related to our designation as an affiliate member of the Main Street programs. Staff recommends approval of the agreement.
4. The City was awarded a grant through the State Historic Preservation Office to extend the survey work for historic significance of structures in the West Central part of the City for potential further designation as historic districts. The grant agreement previously approved by Council was for a \$100,000 project with a 50% match requirement. The bid that was accepted for this work was substantially less, while including a longer time line to complete. Therefore, staff worked with the grantor to reduce the grant and corresponding match requirement and extend the deadline for completion. Staff recommends approval of the amendment to this agreement.

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

1. During the budgeting process, staff proposed and Council approved the use of restricted opioid settlement funds for a Thermo Scientific TruNarc Analyzer. This system allows our police officers to quickly and more safely analyze suspected substances to determine if these potentially lethal narcotics are present. By utilizing this equipment, it will not only help us eliminate these illegal drugs from our community, but will also help protect officers from exposure to these dangerous substances that can prove lethal by just touching them or inadvertently inhaling dust particles from them. An estimated cost was used for budgeting purposes and the actual quote came in \$4,132.22 higher than the original estimate at \$29,751.86. Staff recommends approval of a budget amendment to formally increase the appropriation, and further to approve the purchase of the system from Thermo Fisher Scientific FSI under a cooperative purchasing contracted price.

NOTICE OF PUBLIC HEARING

~ Annexation Petition ~

The City of Sedalia will hold a public hearing at 6:30 p.m. on Monday, June 5, 2023, in the Council Chambers at the Municipal Building, 200 South Osage Avenue, to consider an annexation petition filed with the City on May 11, 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 Vyacheslav Kolesnik 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:

*LOT NUMBER THIRTY-TWO (32) OF THE GABLES –
PHASE 2, A SUBDIVISION LOCATED IN THE
NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 45
NORTH, RANGE 21 WEST, PETTIS COUNTY, MISSOURI,
AS SHOWN ON THE PLAT RECORDED AUGUST 24, 2018
AS INSTRUMENT NUMBER 2018-4044, PETTIS COUNTY
RECORDS.*

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

Run 1x
5-26-2023

NOTICE OF PUBLIC HEARING

~ Annexation Petition ~

The City of Sedalia will hold a public hearing at 6:30 p.m. on Monday, June 5, 2023, in the Council Chambers at the Municipal Building, 200 South Osage Avenue, to consider an annexation petition filed with the City on May 4, 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 Eugene Limanskiy 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:

*LOT NUMBER THIRTY-THREE (33) OF THE GABLES –
PHASE 2, A SUBDIVISION LOCATED IN THE
NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 45
NORTH, RANGE 21 WEST, PETTIS COUNTY, MISSOURI,
AS SHOWN ON THE PLAT RECORDED AUGUST 24, 2018
AS INSTRUMENT NUMBER 2018-4044, PETTIS COUNTY
RECORDS.*

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

Run 1x
5-26-2023



CITY OF SEDALIA, MISSOURI
CITY COUNCIL MEETING
MAY 15, 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, May 15, 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, and Steve Bloess.

Public Hearing – Annexation Petition – E.W. Thompson, Inc. –
Property Located West of Colton’s

Mayor Dawson opened the public hearing at 6:34 p.m. The purpose of the public hearing is to allow comments from the public regarding the annexation of property located West of Colton’s owned by E.W. Thompson, Inc.

Legal description for the property is as follows:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 45 NORTH, RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN, PETTIS COUNTY, MISSOURI; THENCE SOUTH 04°12’13” WEST, ALONG THE RANGE LINE, 325.88 FEET TO THE SOUTHERLY LINE OF U.S. HIGHWAY 50; THENCE SOUTH 64°54’40” EAST, ALONG SAID SOUTHERLY LINE, 8.56 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE, NORTH 82°43’ EAST, 33.04 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID SOUTHERLY LINE, SOUTH 04°12’13” WEST, 286.51 FEET; THENCE SOUTH 64°54’40” EAST, 157.90 FEET; THENCE NORTH 25°05’20” EAST, 375.0 FEET TO THE SOUTHERLY LINE OF SAID U.S. HIGHWAY 50 (LEROY VAN DYKE AVENUE); THENCE NORTH 64°54’50” WEST, ALONG SAID SOUTHERLY LINE, 90.75 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE, SOUTH 82°43’ WEST, 200.44 FEET TO THE POINT OF BEGINNING.

EXCEPT, BEGINNING AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 45 NORTH, RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN, PETTIS COUNTY, MISSOURI; THENCE SOUTH 04°12’13” WEST, ALONG THE RANGE LINE, 325.88 FEET TO THE SOUTHERLY LINE OF U.S. HIGHWAY 50; THENCE SOUTH 64°54’40” EAST, ALONG SAID SOUTHERLY LINE, 8.56 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE, NORTH 82°43’ EAST, 33.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHERLY LINE, NORTH 82°43’ EAST, 10.20 FEET; THENCE LEAVING SAID SOUTHERLY LINE, SOUTH 04°12’13” WEST, 20.40 FEET; THENCE SOUTH 82°43’ WEST, 10.20 FEET; THENCE NORTH 04°12’13” EAST, 20.40 FEET TO THE POINT OF BEGINNING.

With no public comments, the public hearing closed at 6:35 p.m.

SERVICE/SPECIAL/RETIREMENT AWARDS: None

MINUTES: The Council Meeting minutes of May 1, 2023 were approved on motion by Oldham, seconded by Marshall. All present in favor. Foster was absent.

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES:

The Planning & Zoning Commission minutes dated February 8, 2023 were accepted on motion by Oldham, seconded by Marshall. All present in favor. Foster was absent.

ROLL CALL OF STANDING COMMITTEES:

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

Presentation: Central Business & Cultural District – Annual Report

Chris Paszkiewicz, Chairman of the Sedalia Main Streets Board, presented the FY 2024 budget.

FY 2023 Budgeted Activities:

Grounds Maintenance	\$1,500
Façade Program	\$25,000
Pavilion Restrooms	\$50,000
Special Events	\$20,600
-Thanksgiving Fireworks	
-Scott Joplin	
-Criterium	
- First Thursdays	
-Quarterly Business Mixer	
-Other Events	
TOTAL Including Administrative Expenses	\$98,700

FY 2023 revenue from the Ad Valorem Tax was \$40,908.00 and anticipated revenue at the same tax rate for FY 2024 is \$41,726.00. The current fund balance is \$115,323.80 and with the FY 2024 revenue, the balance will be \$157,049.80 with a FY 2024 budget of \$98,700.00. The board recommends maintaining the current Ad Valorem tax rate of \$0.8258 per thousand of assessed valuation.

➤ Property located at 117 East Jefferson is zoned R-3, Multi-Family, and C-1, Local Business. Mathew Stockstill, on behalf of Viola Staten, filed a petition to change the entire zoning classification to C-1.

BILL NO. 2023-78, ORDINANCE NO. 11796 – AN ORDINANCE GRANTING A CHANGE IN ZONING CLASSIFICATION FROM R-3 (MULTI FAMILY) TO C-1 (LOCAL BUSINESS) ON CERTAIN PROPERTY LOCATED AT 117 EAST JEFFERSON, IN THE CITY OF SEDALIA, MISSOURI, IN ACCORDANCE WITH CHAPTER 64, OF THE CITY CODE OF THE CITY OF SEDALIA, MISSOURI was read once by title.

2nd Reading – Motion by Oldham, 2nd by Marshall. All present in favor. Foster was absent.

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

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

➤ A public hearing was held on May 1, 2023 regarding the annexation of property owned by the State of Missouri, Department of Agriculture by and through the State Fair Commission. With no comments received, the land can be annexed into the City.

BILL NO. 2023-79, ORDINANCE NO. 11797 – AN ORDINANCE OF THE CITY OF SEDALIA, MISSOURI, APPROVING AND ANNEXING AN UNINCORPORATED AREA OWNED BY STATE OF MISSOURI, DEPARTMENT OF AGRICULTURE BY AND THROUGH THE STATE FAIR COMMISSION INTO THE CITY OF SEDALIA, MISSOURI ADJACENT AND CONTIGUOUS TO EXISTING CORPORATE LIMITS OF SAID CITY was read once by title.

2nd Reading – Motion by Oldham, 2nd by Marshall. All present in favor. Foster was absent.

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

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

- A public hearing was held on May 1, 2023 regarding the annexation of property owned by E.W. Thompson, Inc. near West 10th and Winchester. With no comments received, the land can be annexed into the City.

BILL NO. 2023-80, ORDINANCE NO. 11798 – AN ORDINANCE OF THE CITY OF SEDALIA, MISSOURI, APPROVING AND ANNEXING AN UNINCORPORATED AREA OWNED BY E.W. THOMPSON, INC. INTO THE CITY OF SEDALIA, MISSOURI, ADJACENT AND CONTIGUOUS TO EXISTING CORPORATE LIMITS OF SAID CITY was read once by title.

2nd Reading – Motion by Cross, 2nd by Oldham. All present in favor. Foster was absent.

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

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

- The City was awarded a grant to help offset the cost of an architectural survey and inventory of historic structures in the West Central Residential Area. A request for qualifications was issued and Rhonda Chalfant, PhD. had the lowest and best proposal in the amount of \$49,990.00.

BILL NO. 2023-81, ORDINANCE NO. 11799 – AN ORDINANCE AUTHORIZING AN AGREEMENT FOR AN ARCHITECTURAL SURVEY AND INVENTORY OF BUILDINGS AND STRUCTURES IN THE WEST CENTRAL RESIDENTIAL AREA IN THE CITY OF SEDALIA, MISSOURI was read once by title.

2nd Reading – Motion by Oldham, 2nd by Marshall. All present in favor. Foster was absent.

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

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

- The Amtrak ADA Stations Program conducted a compliance assessment of the Amtrak Depot and designed improvements to make the platform ADA compliant. Since the Depot is owned by the City and improvements are funded through a federal program, the City must approve the construction.

BILL NO. 2023-82, ORDINANCE NO. 11800 – AN ORDINANCE AUTHORIZING A CONSENT LETTER FOR REPLACEMENT OF THE AMTRAK STATION PLATFORM was read once by title.

2nd Reading – Motion by Oldham, 2nd by Cross. All present in favor. Foster was absent.

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

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

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

Financial Update: Finance Director Jessica Pyle stated Fiscal Year to date, Sales & Use Tax combined is up over \$311,000. Franchise Tax is up due to the Charter Settlement received in the amount of \$377,318 for voice over internet protocol. That amount may have to be paid back pending Supreme Court appeal. Transportation Tax is up 35.6% due to Gasoline Tax and Property Tax payments are up for the month of April, but most is collected during the months of December and January. Finance Director Pyle added that the 3% Marijuana Tax will go into effect October 1, 2023 and payments will begin to arrive in December 2023.

- Micro-Businesses are dispensaries that only sell marijuana for recreational use. Staff recommends amending Chapter 12 of City Code to add Micro-Businesses to the licensure section.

BILL NO. 2023-83, ORDINANCE NO. 11801 – AN ORDINANCE OF THE CITY OF SEDALIA AMENDING THE CITY CODE REGARDING THE REGULATION OF MARIJUANA MICRO-BUSINESSES was read once by title.

2nd Reading – Motion by Oldham, 2nd by Marshall. All present in favor. Foster was absent.

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

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

PUBLIC WORKS – Thomas Oldham, Chairman; Chris Marshall, Vice Chairwoman

- The contract extension with FTC Equipment, LLC is for pump maintenance, repairs and on-call emergency response services for water and wastewater facilities. Amount \$162,094.70.

BILL NO. 2023-84, ORDINANCE NO. 11802 – AN ORDINANCE AUTHORIZING AN EXTENSION TO THE AGREEMENT FOR PUBLIC DRINKING WATER FACILITIES AND WASTEWATER FACILITIES PUMP MAINTENANCE, REPAIRS AND ON-CALL EMERGENCY RESPONSE SERVICES was read once by title.

2nd Reading – Motion by Oldham, 2nd by Marshall. All present in favor. Foster was absent.

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

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

- With the City's purchase of milling and overlay equipment, more millings are being generated than used. Staff recommends adding a fee to sell millings to the public. Proposed fee \$12.00/ton or \$16.80/cubic yard.

BILL NO. 2023-85, ORDINANCE NO. 11803 – AN ORDINANCE ADDING STREET DEPARTMENT ASPHALT MILLING FEES TO THE CITY'S FEE SCHEDULE was read once by title.

2nd Reading – Motion by Oldham, 2nd by Marshall. All present in favor. Foster was absent.

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

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

- Organizers of the Big Bam (Bikers Across Missouri) on the Katy Trail have requested overnight camping be allowed in Liberty Park on June 5, 2023 for event participants.

BILL NO. 2023-86, ORDINANCE NO. 11804 – AN ORDINANCE ALLOWING OVERNIGHT CAMPING/ PARKING IN LIBERTY PARK FOR THE "BIG BIKERS ACROSS MISSOURI (BAM) ON THE KATY" EVENT ON MONDAY, JUNE 5, 2023 was read once by title.

2nd Reading – Motion by Oldham, 2nd by Marshall. All present in favor. Foster was absent.

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

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

- The GIS flyover imagery is to be updated every 2 years and it was thought the payment was needed biannually. The vendor agreed to spread payments over 2 years. The cost of the imagery in 2022 was \$90,255.00 and half was paid in April 2022. An increase in the budget and a budget amendment is needed to pay the remaining balance.

RESOLUTION NO. 2023 – 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 Marshall. All present in favor. Foster was absent.

BILL NO. 2023-87, ORDINANCE NO. 11805 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2023-2024 REGARDING PUBLIC WORKS PICTOMETRY was read once by title.

2nd Reading – Motion by Oldham, 2nd by Marshall. All present in favor. Foster was absent.

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

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

- Staff recommends adding a fee for a 20 yard container rental to the fee schedule. Fee \$400 for one setting and \$300 per additional dumping.

BILL NO. 2023-88, ORDINANCE NO. 11806 – AN ORDINANCE AMENDING SECTION 48-49 OF THE CITY’S CODE OF ORDINANCES REGARDING AN ADDITIONAL FEE FOR A 20 YARD CONTAINER RENTAL AND INCORPORATING SAID FEE INTO THE CITY’S FEE SCHEDULE was read once by title.

2nd Reading – Motion by Oldham, 2nd by Marshall. All present in favor. Foster was absent.

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

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

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

- The Sedalia Police Department was awarded a Peace Officer grant from the Missouri Department of Public Safety. The grant is a 50/50 match in an amount up to \$19,621.00. Funds will be used towards the purchase of 14 special response team bullet proof vests from CCG Safety Gear LLC in the amount of \$38,906.00.

BILL NO. 2023-89, ORDINANCE NO. 11807 – AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF A PEACE OFFICER GRANT FOR THE SEDALIA POLICE DEPARTMENT was read once by title.

2nd Reading – Motion by Oldham, 2nd by Bloess. All present in favor. Foster was absent.

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

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

BILL NO. 2023-90 , ORDINANCE NO. 11808 – AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FOR THE PURCHASE OF VESTS FOR THE SEDALIA POLICE DEPARTMENT was read once by title.

2nd Reading – Motion by Oldham, 2nd by Marshall. All present in favor. Foster was absent.

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

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

- The budget amendment is to appropriate funds in the amount of \$20,000.00 to purchase dual band radios for the Fire Department.

RESOLUTION NO. 2024 – 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 Marshall. All present in favor. Foster was absent.

BILL NO. 2023-91, ORDINANCE NO. 11809 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2023-2024 REGARDING FIRE RADIO PURCHASE was read once by title.

2nd Reading – Motion by Oldham, 2nd by Marshall. All present in favor. Foster was absent.

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

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

APPOINTMENTS: None

BIDS: Survey & Inventory of Buildings & Structures West Central Sedalia Residential Area – March 23, 2023

LIQUOR LICENSES: The following new Liquor License was read and approved on motion by Oldham, seconded by Marshall. All present in favor. Foster was absent.

*Kristy Long dba Wildlife Ridge Winery, 34751 Miller Rd., Smithton, MO 65350, Picnic License (Scott Joplin Festival at the Pavilion, 200 S Ohio, May 31, 2023 – June 3, 2023)

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:

Councilman Oldham stated the Whiteman Wreath Laying Ceremony will be Saturday, May 20, 2023 at 10:00 a.m. Councilman Oldham also stated that the Respect for Law Banquet hosted by the Optimist Club on Thursday, May 11, 2023, was a great event honoring local first responders.

Mayor Dawson commented that the Mayor’s Prayer Breakfast went well.

GOOD & WELFARE:

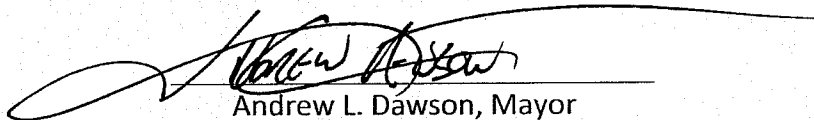
John Simmons, 2306 W 1st St. Terr., stated the Scott Joplin Festival starts May 31, 2023 and presented Council with festival flyers and CD’s donated by the Scott Joplin Foundation. The Foundation will be donating 500 CD’s to the City to be passed out during the Missouri State Fair. Sedalia Concerts will take place Thursday, Friday and Saturday evenings during the festival and Councilman Robinson’s son Chris will be organizing the concerts at the Pavilion. Councilman Robinson added there will be 2 contemporary concerts and a gospel choir concert that anyone can join. Councilwoman Boggess commented that anyone can join the choir and practice is at Burns Chapel.

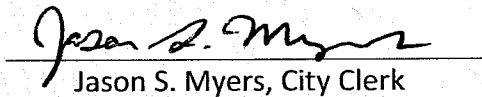
Rene Vance, 19813 Tanglenook Rd., stated the Senior Center’s Gala will be held June 24, 2023 at 5:00 p.m. at the Heckart Community Center. 3 local seniors will be honored including Allen Hawkins and others from State Fair Community College and Bothwell Regional Health Center.

The meeting adjourned at 7:17 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), 3 (Personnel) and 12 (Negotiated Contracts) of Section 610.021 RSMo. Roll Call Vote: Voting “Yes” were Robinson, Oldham, Marshall, Boggess, Hiller, Cross and Bloess. No one voted “No”. Foster was absent.

The regular meeting reopened and closed at 8:00 p.m. on motion by Oldham, seconded by Marshall. All present in favor. Foster was absent.

THE CITY OF SEDALIA, MISSOURI


Andrew L. Dawson, Mayor


Jason S. Myers, City Clerk

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI,
STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE
THE CITY'S ANNUAL BUDGET FOR FISCAL YEAR 2024.**

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

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

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

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

WHEREAS, expenses for City's operations for Fiscal Year 2024 have been higher than budgeted, but do not exceed revenues plus the City's unencumbered balance brought forward from previous years; and

WHEREAS, the City Council of the City desire to state the facts and reasons necessitating an amendment to increase certain expenditures in the Fiscal Year 2024 annual budget.

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

Section 1. Expenditures from the City's Opioid Settlement Fund must be increased by a total of \$37,500 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. Opioid Diversion Prevention Program Grant to Bothwell Regional Health Center.

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 June 5, 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 OPIOID PREVENTION PROGRAM**

**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 5th day of June 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 5th day of June 2023.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

Exhibit A
City of Sedalia
FY24 Budget Amendment 6/5/2023 Opioid Diversion Prevention Program

Account / Description	Current Budget	Change	Amended Budget	Comments
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Expenditures / Uses of Funds

26-26-255-00 Prevention	-	37,500.00	37,500.00	Grant to Bothwell Regional Health Center for Opioid Diversion Prevention Program
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Total Expenditure Change

37,500.00

(37,500.00)

Net Increase (Decrease) in Projected Fund Balance

Jason Myers

From: Kelvin L. Shaw
Sent: Thursday, May 18, 2023 8:25 AM
To: Jason Myers; Jessica Pyle
Cc: Andrew Dawson; Matthew Wirt
Subject: Opioid Surveillance Equipment

Follow Up Flag: Follow up
Flag Status: Flagged

Jason - Please put on the Council agenda for June 5 a budget amendment for a grant of 37,500 to Bothwell Regional Health Center for an Opioid Diversion Prevention Program. I will handle the memo in my normal admin memo.

Jessica – Please prepare the budget amendment to pull these funds from our Opioid settlement funds.

Thanks

Kelvin L. Shaw, CPA
City Administrator
City of Sedalia
Direct Dial (660) 851-7615
kshaw@sedalia.com



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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI,
STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE
THE CITY'S ANNUAL BUDGET FOR FISCAL YEAR 2024.**

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

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

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

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

WHEREAS, expenses for City's operations for Fiscal Year 2024 have been higher than budgeted, but do not exceed revenues plus the City's unencumbered balance brought forward from previous years; and

WHEREAS, the City Council of the City desire to state the facts and reasons necessitating an amendment to increase certain expenditures in the Fiscal Year 2024 annual budget.

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

Section 1. Expenditures from the City's Public Works Fund must be increased by a total of \$ 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. One-year contract extension with Hansen's Tree Service to grind yard waste higher than budgeted.

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 June 5, 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 PUBLIC WORKS GRINDING YARD WASTE**

**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 5th day of June 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 5th day of June 2023.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

Exhibit A
 City of Sedalia
 FY24 Budget Amendment 6/5/2023 Public Works Grinding Yard Waste

Account / Description	Current Budget	Change	Amended Budget	Comments
Expenditures / Uses of Funds				
61-50-230-03 Tree Grinding	45,000.00	1,775.00	46,775.00	Additional above budget for one-year contract extension with Hansen's Tree Service to grind yard waste
Total Expenditure Change		<u>1,775.00</u>		
		<u>(1,775.00)</u>		Net Increase (Decrease) in Projected Fund Balance

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING AN EXTENSION TO AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND HANSEN'S TREE SERVICE FOR THE YARD WASTE GRINDING PROJECT.

WHEREAS, The City of Sedalia, Missouri, has received a proposal to extend the agreement with Hansen's Tree Service for the Yard Waste Grinding project; and

WHEREAS, under the proposal, the City of Sedalia, Missouri, shall give the sum and amount of Forty Six Thousand Seven Hundred Seventy Five (\$46,775.00) to Hansen's Tree Service for the Yard Waste Grinding Project, as described in the proposed agreement attached hereto and incorporated by reference.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts the agreement by and between the City of Sedalia, Missouri, and Hansen's Tree Service as attached, in substantively the same form and content as the agreement has been proposed.

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 5th day of June 2023.


Presiding Officer of the Council

Approved by the Mayor of said City this 5th day of June 2023.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers, City Clerk

To: Kelvin Shaw and Jessica Pyle
Through: Brenda Ardrey 
From: Jeremy Stone
Date: May 23, 2023
Subject: Council Memo-2023-021 Yard Waste Grinding-Amendment #4
Request for Budget Amendment for Yard Waste Grinding FY 2024

On May 13, 2019, sealed bids were opened for the City's Yard Waste Grinding #12 Project. Public Works recommended award of the project to the low bidder Hansen's Tree Service. The contract awarded in 2019 allows for up to four (4) one-year extensions of the agreement. Hansen's Tree Service has done previous grinding projects for the City and we have been pleased with their performance and product.

Hansen's Tree Service has agreed to a fourth and final one-year extension (FY 2024). Hansen's recently provided Public Works a quote for the grinding of 17,000 cubic yards of yard waste that is at the Materials Management Site. The FY 2024 grinding quote is \$46,775.00. See attached quote for cost breakdown.

The amount in the City's FY 2024 budget for yard waste grinding is currently \$45,000.00. The Public Works Department is requesting a budget amendment to allow for payment of \$46,775.00 to Hansen's Tree Service and Environmental Resources. We are requesting an increase of \$1,775.00 in line item 61-50-230-03. This will grind all material currently on the ground at the City's Material Management Site.

Thank you for your consideration of this request.

Contract Extension #4
By and Between
The City of Sedalia and
Hansen's Tree, Lawn and Landscaping Services, LLC
Yard Waste Grinding

This Amendment #4 made and entered into as of the 5th day of June, 2023 by and between the City of Sedalia, Missouri, a municipal corporation of the State of Missouri, (hereinafter referred to as "City") and Hansen's Tree, Lawn & Landscaping Services LLC of 104 Hansen Ct., O'Fallon, MO 63366, (hereinafter referred to as "Hansen's").

WITNESSETH:

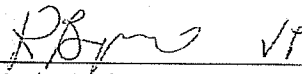
WHEREAS, Hansen's and the City mutually agree to amend a certain provision of the existing agreement as specified below.

NOW THEREFORE, for and in consideration of the mutual promises herein contained and subject to the terms and conditions herein stated in this Amendment #4 with all other provisions of the Agreement continuing in full force and effect, the City and Hansen's agree as follows:

Add for yard waste grinding for the period April 1, 2023 through March 31, 2024 meeting specific standards as stated in the Agreement the City agrees to pay an amount not to exceed \$46,775.00 for grinding an estimated 17,000 cubic yards of yard waste materials. This amount being provided to grind tree debris and brush from the City's Materials Management Site as detailed within the quote provided on May 17, 2023 which is attached hereto as Exhibit 2.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #4 by their duly authorized representatives on the date and year first above written.

Kelvin L. Shaw, City Administrator



Authorized Representative
Hansen's Tree, Lawn and Landscaping Services, LLC

Attest:

Signature

Title

COMMERCIAL SERVICE

PROPOSAL



Jeremey Stone City Of Sedalia Mo.

Ken Byrne

HANSENSTREE.COM

OFFICE 636.379.1830 DIRECT LINE 314.280.0579

ABOUT HANSEN'S

Hansen's provides professional commercial tree-care to businesses, municipalities, and property development companies. Commercial services include tub and horizontal grinding, land clearing, urban forestry consulting, tree trimming and removal. We specialize in removing high risk and limited access trees, like those surrounded by structures, roadways, and other obstacles.

Our two Board Certified Master Arborists along with our team of Board Certified Arborists provide urban forestry and tree risk assessment consulting to businesses and municipalities throughout the state.

You'll feel good knowing the green waste is recycled into 100% organic products: organic compost and mulches. These products are also available to our commercial clients at wholesale pricing.

Hansen's was recognized as the first tree-care company in Missouri to be certified by the Tree Care Industry Association. We employ more than 10 ISA-certified arborists and 2 Board Certified Master Arborists, making us one of most the accredited tree service companies in the St. Louis area.

”

They came on time, did an excellent job, answered all my questions, and cleaned up everything to the last twig.

Peggy, Hazelwood

”

The certified arborist did a good job of making [my tree] look much better and opening up my yard to let some sunlight down to the grass. I was happy with the process and would recommend these guys.

Patrick, St. Louis



OUR CAPABILITIES

COMMERCIAL SERVICES

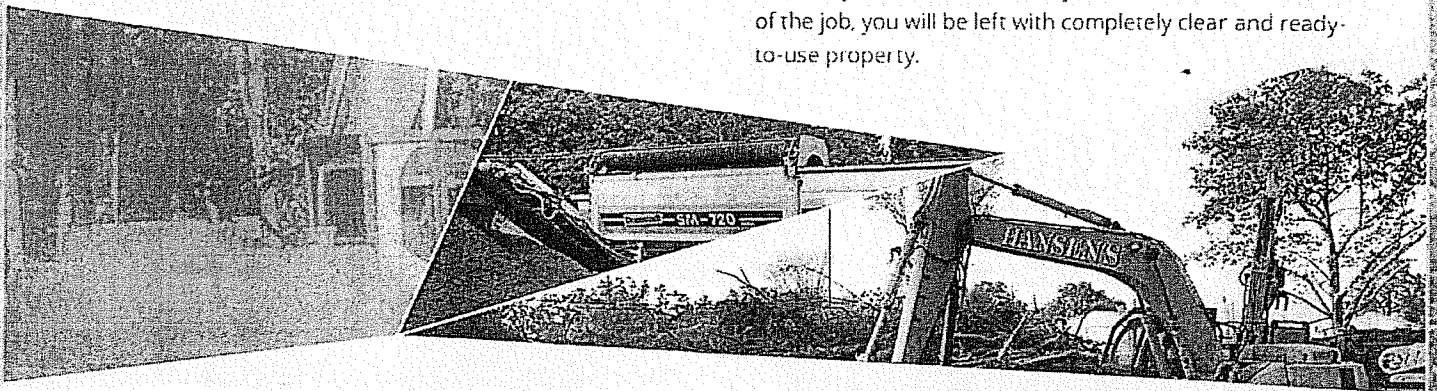
- ❖ **URBAN FORESTRY CONSULTING SERVICES**
Hansen's Master Arborist Skip Kincaid offers consulting services like Tree Appraisals, Ordinance Writing, Tree Protection Plans, Tree Inventory & Risk Assessments, and more. Includes limited access trees.
- ❖ **GRINDING & LAND CLEARING**
Convert your tree and brush-filled property into an open area ripe for development and landscaping. We clear what you want cleared with no burning.
- ❖ **GREEN RESOURCE RECYCLING**
We will recycle your green waste from construction projects into 100% organic mulch and compost. We have 7 Green Waste drop off locations.
- ❖ **COMMERCIAL TREE CARE**
Commercial services include tub grinding and land clearing, urban forestry consulting, trimming, and removal of trees with limited access.

LAND CLEARING SERVICES

Hansen's uses only the strongest, most efficient equipment on the market to ensure your land clearing operations are done quickly and professionally. Some of our low-impact machines include:

- ❖ **HORIZONTAL GRINDER**
Streamline land clearing by grinding whole trees at once. Able to travel on rough terrain due to track-drive system.
- ❖ **TUB GRINDERS**
Remove piles of brush or stumps with a large grapple arm, exponentially increasing land clearing efficiency.
- ❖ **TIMBERAXE LAND CLEARING MOWER**
Tracked skid-steer capabilities provide efficient, economical and low-impact land clearing for vegetation under 4" in diameter.

With our selective clearing and cleanup guarantee, we will clear only the trees and brush you want removed. At the end of the job, you will be left with completely clear and ready-to-use property.



ORGANIC PRODUCTS

- ❖ **ORGANIC MULCH**
A beautiful, natural way to protect your plants so they can stay healthy and withstand extreme temperatures and droughts.
- ❖ **ORGANIC COMPOST: THE MAGIC BEAN**
Fight off weeds, prevent disease, amend soil, and maximize plant growth with nutrients from the Bean's decomposed grass, soils, and other organic matter.
- ❖ **BIO SOILS & ENGINEERED SOILS**
Grow healthier, more robust plants and prevent harmful runoff with Hansen's Super Soils and Bio-Retention Soils.

GREEN WASTE DROP OFF

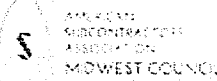
- ❖ **7 GREEN WASTE DROP OFF LOCATIONS**
Arnold, MO: Simpson Quarry, 1776 Cecos Lane
O'Fallon, MO: Wood Waste Recycling Facility
1628 Kemmar Court
O'Fallon, MO: 104 Hansen Ct.
Maryland Heights: 2305 Creve Coeur Mill Rd
Ozark, MO: Leo Journagan Construction 1506 N.
Farmers Branch Rd
Branson, MO: 521 US Hwy 160
Springfield/ Brookline, MO: 3341 S. FM 107

WE ARE FULLY INSURED

CLICK HERE TO
VIEW OUR CERTIFICATES

UNION WORKERS AVAILABLE

WE PROUDLY WORK WITH



CERTIFICATE OF LIABILITY

CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND BELOW THIS CERTIFICATE OF LIABILITY DOES NOT CONSTITUTE A REPRESENTATIVE OR PRODUCER OF INSURANCE. IT IS IMPORTANT THAT THE CERTIFICATE HOLDER AND THE CERTIFICATE HOLDER'S SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, and the certificate does not confer rights to the certificate holder in lieu of such insurance.

Wood Insurance Agency
571 Jefferson St
St Charles, MO 63301

Hansen's Tree Lawn and Landscaping Services, Inc
104 Hanger Court
Grafton, MO 63368

COVERAGES
THIS IS TO CERTIFY THAT THE POLICE (S) INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE SUBJECT INDICATED. NOTWITHSTANDING ANY REQUIREMENTS, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT, CERTIFICATE MAY BE ISSUED ON ANY BASIS. THE INSURANCE AUTHORIZED BY THE POLICE IS DESCRIBED BY THE CLAUSE AND CONDITIONS OF SUCH POLICIES. LIMITED SPONTANEOUSLY MAY HAVE BEEN REQUESTED BY POLICE CLAIMS.

TYPE OF INSURANCE	CLASSIFICATION	DECLIN	COCLM	LOG	AGENCY NUMBER	ISSUE DATE	EXPIRES
GENERAL LIABILITY					A50321000	09/01/2022	09/01/2023
COMMERCIAL AUTO LIABILITY					A50321000	09/01/2022	09/01/2023
OPERATOR'S LIABILITY					A50321000	09/01/2022	09/01/2023
PRODUCT LIABILITY					A50321000	09/01/2022	09/01/2023
INLAND MARINE - Equipment loaded and stored					A50321000	09/01/2022	09/01/2023

CONTRACTOR RESPONSIBILITIES

The Contractor is responsible for the items listed below:

- Access to the site
- The excavation of all trees, underbrush, and root plates
- Support to the grinding and hauling processes
- For the additional cost of repairing Hansen's equipment if damages occur from hitting foreign debris (steel, concrete, rebar, etc.) that is mixed in with the materials that are to be ground.
- Obtaining Site Permits
- Traffic Control
- Silt Control
- Grading

Hansen's is not responsible for the grinding, hauling, or disposal of any garf piles created if the contractor pushes dirt into the piles with the materials that are to be ground.

Hansen's Tree Service & Environmental Resources
104 Hansen Ct - O'Fallon, MO - 63366
Office: 636-379-1830
Fax: 636-379-1866
www.hansenstree.com

FULLY INSURED FREE ESTIMATES

Job Name: City Of Sedalia Mo. 20230517

ISA Certified Arborist:

Ken Byrne

City Of Sedalia Mo.

Contact #:

314-280-0579

Jeremy Stone

Date: 05/17/2023 16:34 *PM

200 South Osage Avenue

Sedalia, Mo 65301

Work Site:

200 South Osage Avenue

Sedalia, Mo 65301

email: jestone@cityofsedalia.com

All work to be performed in accordance to ANSI A300 tree care standards.

#	Item	Description	Qty	Cost
1	Grinding Services	Wood Debris Grinding	17000	\$46,775.00

Grind up 2 large brush piles from both lots. Approximately 17,000 cubic yards of debris. All grindings to be left on site.

Hansen's Tree Service & Environmental Resources
104 Hansen Ct - O'Fallon, MO - 63366
Office: 636-379-1830
Fax: 636-379-1866
www.hansenstree.com

FULLY INSURED FREE ESTIMATES

Notes:

Subtotal: \$46,775.00

Tax: \$0.00

The quoted price is valid as long as the average Missouri diesel price is below \$4.25 per Gallon based per the AAA listed Missouri average diesel price (www.gasprices.aaa.com/state). If diesel prices rise above that rate, a fuel surcharge will be implemented in accordance with the chart provided below. The surcharge will be an added percentage of the overall price of the job to the original quoted price of the job. Please contact us with any questions regarding this surcharge.

Diesel Price

Surcharge

\$4.26 to \$4.75	5%
\$4.76 to \$5.25	10%
\$5.26 to \$5.75	15%
\$5.76 to \$6.25	20%
\$6.26 to \$6.75	25%
\$6.76 to \$7.25	30%

Total: \$46,775.00

Customer Signature

Date

According to the following terms and for the following fees, we/I do hereby agree to payment in full upon completion. Should customer fail to make full payment, he or she shall be responsible for the cost of collection including the cost of attorney's fees. Any dispute shall be resolved in the State of Missouri, County of St. Charles.

Hansen's Tree Service & Environmental Resources

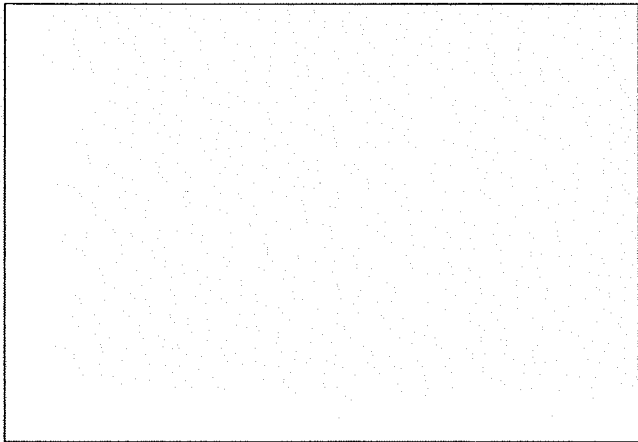
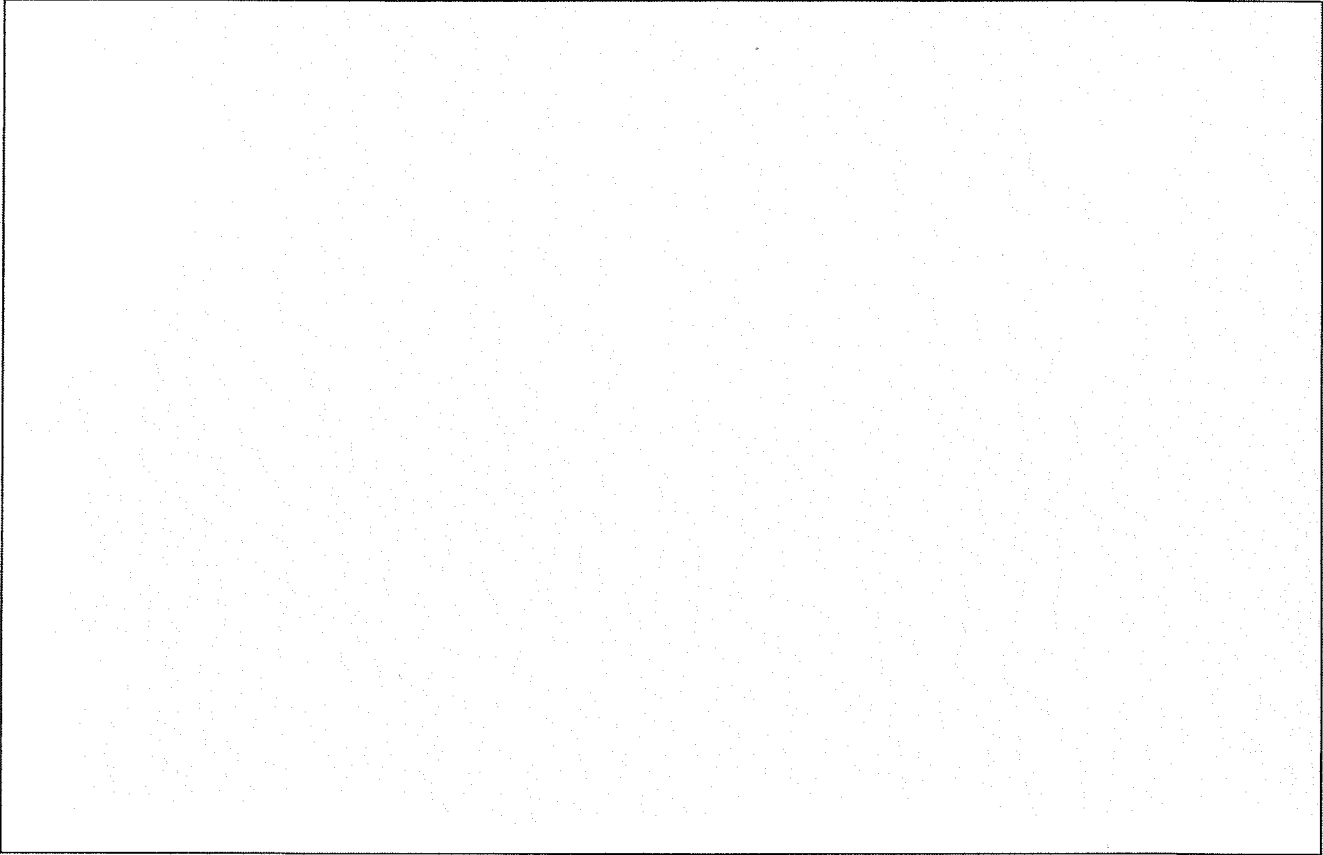
104 Hansen Ct - O'Fallon, MO - 63366

Office: 636-379-1830

Fax: 636-379-1866

www.hansenstree.com

FULLY INSURED FREE ESTIMATES



DON'T MISS OUR TERMS & CONDITIONS

If you have any questions, please contact us at 636.379.1830

POTENTIAL DELAYS

- POTENTIAL DELAYS:** Hansen's personnel will make every attempt to adhere to the scheduled performance date. However, scheduled work may be interrupted upon weather, accidents, and other delays beyond our control and Hansen shall not be liable for any financial damages due to these delays. Hansen reserves the right to reschedule the authorizing party's work at least 24 hours advance notice for cancellations if confirmed after a signed proposal has been received, the customer may be assessed a cancellation fee of \$250.00 for incurred expenses.
- CERTIFICATION:** Hansen professionals are trained arborists, either certified or working under supervision on the job. Certification comes through organizations such as the International Society of Arboriculture or the Tree Care Industry Association and will always be sought. All work will be performed professionally with the appropriate tools and equipment for proper job completion. All equipment and work performance will be in full compliance with the most current edition of the American National Standards Institute (ANSI A300) Standard for Tree Care Operations.

INSURANCE AND LIABILITY

- INSURANCE:** Hansen carries insurance for liability resulting from injury to persons or property. Worker's Compensation insurance covers all Hansen employees. The parties herein agree that in no instance may the customer seek damages in excess of the policy limits of Hansen's liability insurance.

STANDARD OPERATING PROCEDURES

- DEBRIS:** All debris from tree trimming and tree removal operations shall be cleaned up each day before the work. This includes the removal of limbs and branches controlled by the customer and crew leader. For all cleared debris from our services, we will rake and sweep areas, pile off sticks and sticks, and remove all brush, branches, and logs from the work unless otherwise specified. Occasionally, logs may be left overnight and scheduled for pickup on the following day or shortly thereafter.
- STUMPS:** Unless explicitly specified in the proposal, stump removal is not included in the price quoted. If stump removal is included in the contract, grinding from stump removal is not included unless specified in the proposal. For bare- and sub-surface stumps beyond the stump area not removed unless specified in the proposal. Occasionally, stump removal may not be performed on the same day as the tree removal. In this scenario, stump removal will be scheduled and performed shortly thereafter.
- UNKNOWN OBSTRUCTIONS:** Any additional work or equipment required to complete the job, created by either the authorizing party's failure to make known or generated by previously unknown foreign material in the work, including, but not limited to, or any other condition not apparent to estimating the work specified, shall be paid for by the customer on a time and material basis.

PROPERTY DAMAGE

- UNDERGROUND UTILITIES:** Hansen is not responsible for damages to underground utilities, drain lines, fire lines, power lines, and cables unless the authorizing party adequately and accurately maps the systems, and a written copy is presented to Hansen's before or at the time the work is to be performed.
- LAWN:** Hansen will attempt to minimize all disturbances to the customer's yard and surfaces. However, Hansen must utilize vehicles & equipment to perform tree care services. Hansen shall not be liable for damages to landscaping, soil, or plant material in the vicinity of its work or causes beyond its control. Examples include, but are not limited to, ruts in the yard due to wet conditions, limbs falling on lawns, tracks of power buckets and/or vehicles due to weight of trucks/equipment, etc. At least 24 hours' notice is required in the event customer wishes to reschedule due to concerns about weather and lawn damage.

ACCESS

- EQUIPMENT:** For equipment to access specific areas, it may be required to be placed on or to cross paved and hard surfaces. They are not authorized to access or travel across hard surfaces unroaded, it must be arranged with the approval of the local acceptance. Driving may vary with any changes to the scope of work, including denial of access to hard surfaces.
- NEIGHBORING PROPERTIES:** The customer is responsible for contacting neighbors and responsible for having the authorization form completed and submitted to Hansen's before work can begin, including the consent of any homeowner's association requirements. We will email an authorization form to customer before scheduling the work.
- FENCING:** Fencing sometimes needs to be removed before accessing the yard. The customer is responsible for removing and replacing fencing. If the customer does not remove fencing before the workday, or if it is arranged prior for Hansen's to perform the tree removal, then Hansen's may take down the fence upon arrival. Hansen's is not responsible for any damages related to the removal or reinstallation of the fencing.
- LAWN FURNITURE:** The customer is responsible for removing lawn furniture, lawn ornaments, planters, benches, pots, stakes, bird pits, or any objects on the property and within 100' proximity to the work area. Hansen's is not responsible for damage to any removable objects remaining on the property on workdays. Furthermore, if the customer fails to remove vulnerable items, Hansen's is not responsible for any damages that may occur to these items if its employees must take them out of the work area.
- CARS:** The driveway and street access must be clear of obstructions. Customer must remove all vehicles, tractors, RVs, ATVs, or other objects prior to arrival on the scheduled date.
- VENTILATION:** Windows, doors, or other openings to interior spaces should be closed on workdays. Hansen's is not responsible for dust or debris entering inside areas.

WORK PROPOSAL AND ESTIMATE

- WORK PROPOSAL:** All work proposed and performed by Hansen's is based on observations made at the time of inspection and considers any known hazards and visible/obscure conditions of the tree and site consistent with a Level 1 assessment per ANSI A300 (Part 5) standards, the ISA Best Management Practices (Tree Risk Assessment) and/or other levels of assessment as specified.
- DISCOVERIES:** Hansen's is not responsible for the detection or identification of hidden or otherwise non-obvious conditions. Observations and assumptions do not include individual testing or analysis and do not include aerial or sub-soil inspection unless specified.
- TREE FAILURE:** Any reference to the tree frame is not a guarantee for tree stability. However, it may not remain accurate after inspection due to variable concentrations of insect-infested material. Extreme weather or other visible events may cause tree failure. Hansen's provides no warranty with respect to the fitness of the customer's trees for any use or purpose whatsoever.

TERMS OF PAYMENT

- DUPLICATE:** All accounts are not payable upon receipt of the invoice. A service charge of 1.5% per month will be added to accounts not fully paid 30 days after the invoice date.
- FULL PAYMENT:** Should the customer fail to make full payment due Hansen's, they shall be responsible for the cost of collection, including the reasonable cost of Hansen's attorney's fees and court costs.

TERMS

- TERMS:** The terms and conditions of this contract shall be interpreted and governed according to the laws of the State of Missouri. Venue shall be in the County of St. Charles.
- LOCATION:** The customer warrants that all trees listed are located on their property and, if not, that the authorizing party has received full permission from the landowner to allow Hansen's to perform the specified work. Should any trees be mistakenly identified as to ownership, the customer agrees to indemnify Hansen's for any damage or costs incurred from the result thereof. The customer would be responsible to reimburse Hansen's for any legal fees that were incurred incurred upon Hansen's ownership of the trees.
- NON-APPLICABLE:** The customer's property owner shall be responsible for obtaining and paying for necessary approval from applicable Homeowner's Associations and other governing entities.



City of Sedalia
Council Agenda Work Flow

Council Meeting Date:

Agenda Item:

Department:

Department Head:

Legal Review Needed – If So Attorney Assigned:

<u>Documents Required</u>	<u>Date Required</u>	
<input checked="" type="checkbox"/> Memo	<input type="text"/>	(To Clerk 10 Business Days Before Council Meeting)
<input type="checkbox"/> Employee Bio	<input type="text"/>	(To Clerk 3 Business Days Before Council Meeting)
<input type="checkbox"/> Ordinance	<input type="text"/>	(Clerk Prepare 8 Business Days Before Council Meeting)
<input type="checkbox"/> Resolution	<input type="text"/>	(Clerk Prepare 8 Business Days Before Council Meeting)
<input type="checkbox"/> Contract	<input type="text"/>	(Legal Review Completed and to Clerk 10 Business Days Before Council Meeting) (Note Templates Allow Quicker Turn Around)
<input type="checkbox"/> Hearing Ad	<input type="text"/>	(To Clerk 5 Business Days Before The Ad Has To Run)
<input type="checkbox"/> Petition	<input type="text"/>	(To Clerk 10 Business Days Before Council Meeting)

Process Completed / Ready For Packet

(City Clerk Verified)

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE RATIFYING THE APPROVAL OF A COMMUNITY REVITALIZATION GRANT AGREEMENT

WHEREAS, the City of Sedalia, was awarded a Community Revitalization Grant to replace deteriorated sidewalks in North Central Sedalia; and

WHEREAS, the City of Sedalia, Missouri received a proposed grant agreement in the amount of up to Seven Hundred Sixty-Seven Thousand Seven Hundred Sixty Dollars (\$767,760.00) as more fully described in the agreement attached hereto and incorporated by reference herein; and

WHEREAS, the timeline for the execution of the agreement was prior to the scheduled meeting of Council, so Mayor Dawson authorized the signature on such document and is now presented for ratification of this action.

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 the approval of the Community Revitalization Grant Agreement by and between the City of Sedalia, Missouri and the Missouri Department of Economic Development 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 agreement in substantively the same form and content as it has been proposed.

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 5th day of June 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 5th day of June 2023.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING AN ARPA TOURISM GRANT AGREEMENT FOR LIBERTY PARK STADIUM IMPROVEMENTS.

WHEREAS, the City of Sedalia, Missouri, has received an American Rescue Plan Act Grant agreement from the Department of Economic Development, State of Missouri for Liberty Park Stadium improvements; and

WHEREAS, under the grant agreement, the City of Sedalia, Missouri shall receive a Grant in the amount of One Million Two Hundred Eighty-Six Thousand Nine Hundred Eighty-Five Dollars (\$1,286,985.00) from the Department of Economic Development with a required 1:1 match as more fully described in the proposed agreement attached hereto and incorporated by reference.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts the grant agreement by and between the City of Sedalia, Missouri and the Department of Economic Development, State of Missouri, attached hereto and incorporated by reference in substantially the same form and content as proposed.

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 5th day of June 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 5th day of June 2023.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers, City Clerk

MEMO

To: Kelvin Shaw, City Administrator
From: John Simmons, Community Development Director
Amy Epple, Parks & Recreation Director
Date: May 25, 2023
Subject: **Grant Agreement Approval**
Liberty Park Stadium – Dey Field
ARPA Tourism Grant

Attached is the ARPA grant agreement for the Liberty Park Stadium improvements awarded in April of this year.

In summary, the award of \$1,286,985.00 requires a 1:1 match ratio and the project must be completed by June 30, 2026 per the agreement.

The grant agreement must be returned by June 15, 2023.

This grant will positively impact the local economic community with more baseball tournaments and longer seasonal play. It will also keep local players and teams playing more in their hometown instead of traveling to other communities while drawing other communities to our facility.

This historic site, a WPA project of 1937 is known statewide as a baseball gem. This improvement will enhance and preserve the facility for future generations.



City of Sedalia
Council Agenda Work Flow

Council Meeting Date:

Agenda Item:

Department:

Department Head:

Legal Review Needed – If So Attorney Assigned:

Documents Required

Date Required

- Memo (To Clerk 10 Business Days Before Council Meeting)
- Employee Bio (To Clerk 3 Business Days Before Council Meeting)
- Ordinance (Clerk Prepare 8 Business Days Before Council Meeting)
- Resolution (Clerk Prepare 8 Business Days Before Council Meeting)
- Contract (Legal Review Completed and to Clerk 10 Business Days Before Council Meeting) (Note Templates Allow Quicker Turn Around)
- Hearing Ad (To Clerk 5 Business Days Before The Ad Has To Run)
- Petition (To Clerk 10 Business Days Before Council Meeting)

Process Completed / Ready For Packet

(City Clerk Verified)

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT AGREEMENT

WHEREAS, the City of Sedalia, Missouri, has received a United States Department of Transportation grant for the Safe Streets and Roads for all program; and

WHEREAS, under the agreement, the City of Sedalia, Missouri shall receive a grant in the amount of up to Two Hundred Fifty Thousand Dollars (\$250,000.00) from the United States Department of Transportation with a required recipient share from the City of (\$50,000.00) as more fully described in the proposed agreement attached hereto and incorporated by reference.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts the grant agreement by and between the City of Sedalia, Missouri and the United States Department of Transportation, attached hereto and incorporated by reference in substantially the same form and content as proposed.

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 5th day of June 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 5th day of June 2023.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers, City Clerk

To: Kelvin Shaw
From: David Gerken
Date: May 30, 2023
Subject: Vacuum Truck/Combination Truck for Water Pollution Control Division
Under Sourcewell (NJPA Cooperative Purchasing Agreement)

The Public Works Department requests Council approval to purchase one (1) Vacuum/Combination Truck for the Water Pollution Control Division from Red Equipment, LLC of Independence, MO under Cooperative Purchasing Agreement #093021-FAY with Sourcewell, formerly NJPA which complies with the City's Financial Management Policy.

Water Pollution Control (WPC) Division uses the truck to do routine maintenance on the City's stormwater and sanitary sewer pipes as well as hydro-excavating. This truck is used to provide high pressure cleaning of the sewer pipes and stormwater pipes in order to prevent debris, such as tree roots from obstructing the movement of the water in the pipe. When citizens notify the City of possible sewer back-ups or clogging of storm drains and inlets this is the equipment that responds. The vac truck to be replaced was originally purchased in 2007 and is experiencing repeated mechanical issues resulting in breakdowns and is unable to perform these maintenance tasks which could result in non-compliance with the City's permitting with the Missouri Department of Natural Resources.

The cost of the truck under the agreement is \$650,000 and will be split equally between the WPC and Water Division. This item was discussed during the budget development process however it was left out of the recommendation to Council as being lower priority this year versus other items that were included. Since then the older truck has continued to have increasing maintenance issues. Further in planning the Central Waste Water Treatment Plant upgrades it was determined that these trucks will be essential to minimize the down time during this project. Therefore, staff recommends a budget amendment to add these funds to the appropriations to obtain a new truck prior to the upgrade project and to assist in getting caught up on the normal sewer main maintenance.

Thank you.

- | | | | | | | | | | | | |
|--|--|----------------|-----------|------------------|----------|----------------------|-----|--------------|-----|--------|-----------|
| <p>1. Award No.</p>

<p>4. Award To
City of Sedalia
200 S. Osage Ave.
Sedalia, MO 65301

Unique Entity Id.: NBRKXF5U79J4
TIN No.: 44-6000263</p> <p>6. Period of Performance
July 1, 2023 – December 31, 2024</p> <p>8. Type of Agreement
Grant</p> <p>10. Procurement Request No.</p> <p>12. Submit Payment Requests To
See article 20.</p> <p>14. Accounting and Appropriations Data</p> <p>15. Description of Project</p> | <p>2. Effective Date
See No. 17 Below</p> <p>3. Assistance Listings No.
20.939</p> <p>5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590</p> <p>7. Total Amount<table border="0" style="width: 100%;"><tr><td>Federal Share:</td><td style="text-align: right;">\$200,000</td></tr><tr><td>Recipient Share:</td><td style="text-align: right;">\$50,000</td></tr><tr><td>Other Federal Funds:</td><td style="text-align: right;">\$0</td></tr><tr><td>Other Funds:</td><td style="text-align: right;">\$0</td></tr><tr><td>Total:</td><td style="text-align: right;">\$250,000</td></tr></table></p> <p>9. Authority
Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58, November 15, 2021; also referred to as the "Bipartisan Infrastructure Law" or "BIL")</p> <p>11. Federal Funds Obligated
\$0</p> <p>13. Payment Office
See article 20.</p> | Federal Share: | \$200,000 | Recipient Share: | \$50,000 | Other Federal Funds: | \$0 | Other Funds: | \$0 | Total: | \$250,000 |
| Federal Share: | \$200,000 | | | | | | | | | | |
| Recipient Share: | \$50,000 | | | | | | | | | | |
| Other Federal Funds: | \$0 | | | | | | | | | | |
| Other Funds: | \$0 | | | | | | | | | | |
| Total: | \$250,000 | | | | | | | | | | |

RECIPIENT

16. **Signature of Person Authorized to Sign**

<i>Kelvin L. Shaw</i>	<i>5/19/23</i>
Signature	Date
Name: Kelvin L. Shaw	
Title: City Administrator	

FEDERAL HIGHWAY ADMINISTRATION

17. **Signature of Agreement Officer**

Signature	Date
Name:	
Title: Agreement Officer	

U.S. DEPARTMENT OF TRANSPORTATION

**GRANT AGREEMENT UNDER THE
FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM**

This agreement is between the [United States Department of Transportation (the “USDOT”)] [Federal Highway Administration (the “FHWA”) and the City of Sedalia (the “Recipient”).

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All (“SS4A”) Grant for the City of Sedalia Safe Streets and Roads 4 All Action Plan .

The parties therefore agree to the following:

**ARTICLE 1
GENERAL TERMS AND CONDITIONS**

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2022 Safe Streets and Roads for All Grant Program,” dated February 8, 2023, which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements>. Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the [FHWA] [USDOT] the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2
APPLICATION, PROJECT, AND AWARD**

2.1 Application.

Application Title: City of Sedalia Safe Streets And Roads 4 All Action Plan

Application Date: 8/24/2022

2.2 Award Amount.

SS4A Grant Amount: \$200,000

2.3 Award Dates.

Period of Performance End Date: December 31, 2024

2.4 Budget Period

Budget Period End Date: September 30, 2024

2.5 Action Plan Grant or Implementation Grant Designation.

Designation: Action Plan

Federal Award Identification Number. The Federal Award Identification Number is listed on page 1, line 1.

**ARTICLE 3
SUMMARY PROJECT INFORMATION**

3.1 Summary of Project's Statement of Work.

The award will be used by the City of Sedalia to develop a comprehensive safety action plan.

3.2 Project's Estimated Schedule.

ACTION PLAN SCHEDULE

Milestone	Schedule Date
Planned Draft Action Plan Completion Date:	July 31, 2024

Planned Action Plan Completion Date:	Aug. 31, 2024
Planned Action Plan Adoption Date:	Sept. 15, 2024
Planned SS4A Final Report Date:	Sept. 30, 2024

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$200,000
Other Federal Funds::	[\$XXX]
State Funds:	[\$XXX]
Local Funds:	\$50,000
In-Kind Match:	[\$XXX]
Other Funds:	[\$XXX]
Total Eligible Project Cost:	\$250,000

(b) Supplemental Estimated Budget

Cost Element	Federal Share	Non-Federal Share	Total Budget Amount
Direct Labor	\$0.00	\$6,200.00	\$6,200.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$250.00	\$250.00
Contractual/Consultant	\$200,000.00	\$43,000.00	\$243,000.00
Other	\$0.00	\$550.00	\$550.00
Indirect Costs		\$0.00	\$0.00
Total Budget	\$200,000.00	\$50,000.00	\$250,000.00

ARTICLE 4

RECIPIENT INFORMATION

4.1 Recipient's Unique Entity Identifier.

NBRKXF5U79J4 [Reserved]

4.2 Recipient Contact(s).

Brenda Ardrey
Public Works Director
City of Sedalia
200 S. Osage Ave., Sedalia, MO 65301
(660) 851-7635
bardrey@cityofsedalia.com

4.3 Recipient Key Personnel.

Name	Title or Position
Andrew Dawson	Mayor
Kelvin Shaw	City Administrator
John Simmons	Community Development Director
Matthew Wirt	Police Chief
Matthew Irwin	Fire Chief
Jessica Pyle	Finance Director

4.4 USDOT Project Contact(s).

[enter name]
Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
[enter telephone]
[enter email address]

and

[enter name]
Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-33, Mail Stop E62-310

1200 New Jersey Avenue, S.E.
Washington, DC 20590
[enter telephone]
[enter email address]

and

[enter name]
Agreement Specialist (AS)
Office of Acquisition and Grants Management
HCFA-33, Mail Stop E62-204
1200 New Jersey Avenue, S.E.
Washington, DC 20590
[enter telephone]
[enter email]

and

[enter name]
Agreement Officer's Representative (AOR)
[enter job title]
[enter office]
[enter address]
[enter telephone]
[email address]

and

Dawn Perkins
Missouri Division Office Point of Contact
Services Team Leader
3222 W. Edgewood Drive, Suite H
Jefferson City, Missouri 65109
(573) 638-2626
dawn.perkins@dot.gov

ARTICLE 5

USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition
and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the AO are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

Note: This clause is only applicable to Action Plan Grants.

Unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval of each subaward or contract is contingent upon the Recipient's submittal of a written fair and reasonable price determination, and approval by the AO for each proposed contractor/subrecipient. Consent to enter into subawards or contracts will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

(Fill in at award or by amendment)

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred in the performance of this agreement if those costs do not exceed the funds available under section 2.2 and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI eInvoicing System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF 271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the AO may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the Agreement Officer's Representative (the "AOR") reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.

- (e) The USDOT may waive the requirement that the Recipient use the DELPHI eInvoicing System. The Recipient may obtain waiver request forms on the DELPHI eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the AO. A Recipient who seeks a waiver shall explain why they are unable to use or access the Internet to register and enter payment requests and send a waiver request to

Director of the Office of Financial Management
US Department of Transportation,
Office of Financial Management B-30, Room W93-431
1200 New Jersey Avenue SE
Washington DC 20590-0001

or

DOTElectronicInvoicing@dot.gov.

If the USDOT grants the Recipient a waiver, the Recipient shall submit SF 271s directly to:

DOT/FAA
P.O. Box 268865
Oklahoma City, OK 73125-8865
Attn: [INSERT NAME]

- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6

SPECIAL GRANT TERMS

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 17 of the Grant Agreement cover sheet above.
- 6.2** The Recipient acknowledges that the Action Plan will be made publicly available, and the Recipient agrees that it will publish the final Action Plan on a publicly available website.
- 6.3** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.

6.4 There are no other special grant requirements for this award.

**ATTACHMENT A
 PERFORMANCE MEASUREMENT INFORMATION**

Study Area: City limits of the City of Sedalia, Missouri

Baseline Measurement Date: July 1, 2023

Baseline Report Date: July 1, 2023

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency
Equity	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT (Current percentage of Street budget used in underserved area \$31,294.90 or 3.72%)	Annually
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Annually
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects of strategies to prevent death and serious injury on roads and streets.	Annually

**ATTACHMENT B
 CHANGES FROM APPLICATION**

INSTRUCTIONS FOR COMPLETING ATTACHMENT B: Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of this attachment B is to document the differences clearly and accurately in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See section 10.1.

No changes are requested.

Scope:

Schedule:

Budget:

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

**ATTACHMENT C
 RACIAL EQUITY AND BARRIERS TO OPPORTUNITY**

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table are accurate:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the project, will take relevant actions described in the supporting narrative below
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

The City of Sedalia sees this planning effort as an opportunity to review, analyze and implement actions to eliminate or reduce to a minimum, barriers that resulted from infrastructure that bisected our community. Specifically, the presence of the active Union Pacific rail line (north/south) and U.S. Highways 50 (north/south) and 65 (east/west) have resulted in “disconnects” within the community.

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI,
STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE
THE CITY'S ANNUAL BUDGET FOR FISCAL YEAR 2024.**

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

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

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

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

WHEREAS, expenses for City's operations for Fiscal Year 2024 have been higher than budgeted, but do not exceed revenues plus the City's unencumbered balance brought forward from previous years; and

WHEREAS, the City Council of the City desire to state the facts and reasons necessitating an amendment to increase certain expenditures in the Fiscal Year 2024 annual budget.

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

Section 1. Expenditures from the City's Public Works Fund and Water Fun must be increased by a total of \$650,000 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. Purchase of a Vac Truck.

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 June 5, 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 PURCHASE OF VAC TRUCK COST SHARE BETWEEN WATER AND SEWER.

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 5th day of June 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 5th day of June 2023.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

Exhibit A
 City of Sedalia
 FY24 Budget Amendment 6/5/2023 Water-Sewer Vac Truck

Account / Description	Current Budget	Change	Amended Budget	Comments
Expenditures / Uses of Funds				
61-51-351-00 Capital Projects - Equipment	200,094.70	325,000.00	525,094.70	Vac Truck to be shared between Water and Sewer
62-73-351-00 Capital Projects - Equipment	271,634.00	325,000.00	596,634.00	Vac Truck to be shared between Water and Sewer
Total Expenditure Change		<u>650,000.00</u>		
		<u>(650,000.00)</u>		Net Increase (Decrease) In Projected Fund Balance

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FOR THE PURCHASE OF A VAC TRUCK

WHEREAS, The City of Sedalia, Missouri, has received a quote from Vac-Con, Inc., through Source Well for the purchase of a Titan Combination Jet/Vacuum Sewer Cleaner truck to be utilized by Public Works. The cost will be divided equally between the Water and Sewer Departments; and

WHEREAS, under the terms of the quote, the City of Sedalia shall pay the sum and amount of Six Hundred Fifty Thousand Dollars (\$650,000.00) to Vac-Con, Inc. for said truck as more fully described in the quote 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 Vac-Con, Inc. through Source Well in substantively the same form and content as the quote 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 any other documentation, if necessary, in substantively the same form and content as the quote has been proposed.

Section 3. The City Clerk is hereby directed to file in his office a duplicate or copy of the quote 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 5th day of June 2023.

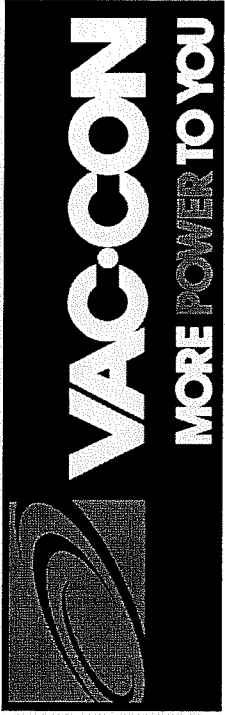
Presiding Officer of the Council

Approved by the Mayor of said City this 5th day of June 2023.

ATTEST:

Andrew L. Dawson, Mayor

Jason S. Myers, City Clerk



01/23/2023

NEW SOURCEWELL TITAN COMBINATION JET/VACUUM SEWER CLEANER

Sourcewell Contract: 101221-VAC

Customer: CITY OF SEDALIA

Shipping: MISSOURI

	Requirement Specification
	Combination jet/vacuum sewer cleaner with all standard equipment TAQD312HE/1300 (TITAN PACKAGE)
	Upgrade to New Vac-Con Model G2 TAQD310HE/1000 Tandem Axle L A -P
	10 Yard debris tank in lieu of 11 Yard
	Freightliner model 114SD 4 x 2 chassis 43,000 GVWR , 370 HP Engine, 3000RDS, California CARB Only *Special Order Chassis
	Body mounting on Chassis
	AQD Fan Drive for Titan
	10" Aluminum telescoping boom with pendant control station
	Front mounted, articulating to Driver's side hose reel, 600' (1") Capacity (Std Pivot)
	600' x 3/4" Jet rodder hose
	50 GPM @ 3000 PSI Giant water system with a GM 140 HP auxiliary engine with auxiliary engine hydraulics
	1000 Gallon polyethylene water tank capacity with 10 year warranty
	6" Knife valve, lower rear door mounted with cam-lock
	Rear Splash guard (2 - 10 O'clock) tank mounted
	1/4 Turn ball valve water drain
	50' Capacity hand gun hose reel
	Air purge system
	Debris body Power Flush-out system with 8 jets

Requirement Specification
Electronic Titan Style Water Level Gauge
Hydro-excavation package
Variable flow valve
Water & Debris tanks tied together
Water pump remote oil drain
Water Ring Assembly
Winter Recirculating connection for high pressure circuit
Power Guide "Reel Power" level wind guide
12VDC Auxiliary Hydraulic Pump
Automatic Lube Kit for Centrifugal Compressor
Automatic Lube System
Auxiliary engine remote oil drain
Cone storage racks
Rear mounted tow hooks
Remote transfer case engagement
LED 4 Strobes (2) front bumper, (2) rear bumper
LED Arrow stick
LED Boom mounted flood lights with limb guard
LED Flood light - Level Wind Guide
LED Strobe with limb guard, rear debris tank mounted
Midbody LED strobes
Front hose reel camera placement
Low water alarm with lights
Omnibus Precision Power System

	Requirement Specification
	Rear camera placement
	Wireless remote control
	Traffic camera with color monitor
	Electronic Vac-Con Manual, Thumb Drive, spare
	Lazy Susan Pipe Rack (Holds 5 Pipes)
	Storage Box Behind Cab 16" x 42" x 96"
	Vac-Con unit painted: Elite Grey
	Safety Striping package - Black
	Paint Chassis Hood Flat Black
	Remote Chassis Engine Start Switch
	Local dealer pre delivery and inspection
	On site customer training
	Delivery to customer facility
	TOTAL PRICE OFFERED TO SOURCEWELL MEMBER
	Repeat Customer Discount
	Trade In: 2008 Vac-Con Serial #01084855
	TOTAL PRICE OFFERED TO SOURCEWELL MEMBER AFTER TRADE IN
	Delivery is _____ Days after receipt of order. SOURCEWELL CONTRACT NO 101221-VAC VENDOR/CONTRACT HOLDER: VAC-CON, INC. 969 HALL PARK RD CONTACT: M.J. DUBOIS EMAIL: MDUBOIS@DUCOLLC.COM PHONE: 410-924-1004 GREEN COVE SPRINGS, FL 32043
	TOTAL PRICE OFFERED TO SOURCEWELL MEMBER AFTER TRADE IN \$660,000.00 (\$10,000.00) (\$60,000.00) \$590,000.00

THIS QUOTE IS VALID FOR (30) DAYS FROM THE DATE OF QUOTATION



City of Sedalia
Council Agenda Work Flow

Council Meeting Date:

Agenda Item:

Department:

Department Head:

Legal Review Needed – If So Attorney Assigned:

Documents Required

Date Required

- | | | | |
|-------------------------------------|--------------|--------------------------------------|--|
| <input checked="" type="checkbox"/> | Memo | <input type="text" value="5/31/23"/> | (To Clerk 10 Business Days Before Council Meeting) |
| <input type="checkbox"/> | Employee Bio | <input type="text"/> | (To Clerk 3 Business Days Before Council Meeting) |
| <input checked="" type="checkbox"/> | Ordinance | <input type="text" value="5/31/23"/> | (Clerk Prepare 8 Business Days Before Council Meeting) |
| <input checked="" type="checkbox"/> | Resolution | <input type="text" value="5/31/23"/> | (Clerk Prepare 8 Business Days Before Council Meeting) |
| <input type="checkbox"/> | Contract | <input type="text"/> | (Legal Review Completed and to Clerk 10 Business Days Before Council Meeting) (Note Templates Allow Quicker Turn Around) |
| <input type="checkbox"/> | Hearing Ad | <input type="text"/> | (To Clerk 5 Business Days Before The Ad Has To Run) |
| <input type="checkbox"/> | Petition | <input type="text"/> | (To Clerk 10 Business Days Before Council Meeting) |

Process Completed / Ready For Packet

(City Clerk Verified)

To: Kelvin Shaw
From: Justin Bray
Date: June 1, 2023
Subject: Purchase of Lowboy and End Dump trailer's for Public Works Street Division

The Public Works Department requests approval to purchase the above Trailers which were approved for the Street Division in the FY2024 budget. The Department requests to purchase this equipment from Monday Trailers, 6321 E Farm Rd. 104 Strafford, MO 65757.

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."*

The lowboy trailer from Monday Trailer Co. is on a Source-well contract. Source-well #092922-PTT for \$71,392

The 32' end dump trailer from TNT Trailer Sales is on a Source Well Contract # 092922-MCT for \$64, 500. However, Monday Trailer Co. can provide an equivalent 32' end dump for \$58,900.00 but isn't under the source well contract. Since both of these trailers are equivalent Public Works would like to go with Monday Trailer Co. for \$58,900.00, for a savings of \$5,600.00.

Originally budgeted	\$185,000
Lowboy trailer	\$71,392
32' end dump trailer	\$58,900



INVOICE

YOUR TRAILER EXPERTS

6321 E. Farm Road 104, Strafford, MO 65757 Ph. (417)864-8511
www.mondaytrailers.com

Invoice: 01S3997
Invoice Date: 05/24/2023
Deal/Packet: 3749/1
Branch: Spfld
Department: Sales

Bill-To: City of Sedalia 200 South Osage Sedalia, MO 65301	Ship-To: City of Sedalia 200 South Osage Sedalia, MO 65301
--	--

ID: 101233 Ph: 660-620-5527 P/O: Salesperson: James Cable
+ SOLD UNIT(S)

Stock Number: NH10518	Price: \$71,142.00
VIN: 5JYLB5538PPP24626	
Year: 2023 Make: Pitts Model: LB55-22DC	
Length: 52'8" Width: 8'6"	

ADDITIONAL DEAL CHARGES	Total Sold Unit(s): \$71,142.00
Admin Fee	\$75.00
Service Fee	\$175.00
	Deal Add-On Fees: \$250.00
	Total FET: \$0.00
	Total: \$71,392.00
	Net: \$71,392.00

Balance Due:	\$71,392.00
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Terms Due: 05/24/2023

Remit Balance Due To:
Monday Trailers
6321 E Farm Rd. 104
Strafford, MO 65757

Comments:
Sourcewell#092922-PTT

\$800 Freight

It is agreed that possession of the equipment traded above will be accepted by Springfield Trailer, INC (STI) subject to the express condition that the title and ownership thereto shall remain in STI or its assigns on any new or used purchased equipment from STI until the purchase price is paid in full, and all titles on any trailers or equipment traded in are in the position of STI. All used equipment are sold "AS IS" absolutely no warranty. All new equipment will have factory warranty and will not be warranted by STI. STI shall not be responsible for delays in delivery occasioned by strikes, Acts of God, Inability to obtain material, accident or any other cause beyond our control.

Dealer Acceptance	Date	Customer Signature	Date
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This order is not binding unless accepted by an authorized official of the dealer.



INVOICE

YOUR TRAILER EXPERTS

6321 E. Farm Road 104, Strafford, MO 65757 Ph. (417)864-8511
www.mondaytrailers.com

Invoice: 01S4012
Invoice Date: 06/01/2023
Deal/Packet: 3818/1
Branch: Spfld
Department: Sales

Bill-To: City of Sedalia 200 South Osage Sedalia, MO 65301	Ship-To: City of Sedalia 200 South Osage Sedalia, MO 65301
--	--

ID: 101233 Ph: 660-620-5527 P/O: Salesperson: James Cable
+ SOLD UNIT(S)

Stock Number: NH10809 Price: \$58,900.00
VIN: 5MC422818P3216661
Year: 2023 Make: MANAC Model: END DUMP

Total Sold Unit(s):	\$58,900.00
Total FET:	\$0.00
Total:	\$58,900.00
Net:	\$58,900.00

Balance Due:	\$58,900.00
---------------------	--------------------

Terms Due: 06/01/2023

Remit Balance Due To:
Monday Trailers
6321 E Farm Rd. 104
Strafford, MO 65757

It is agreed that possession of the equipment traded above will be accepted by Springfield Trailer, INC (STI) subject to the express condition that the title and ownership thereto shall remain in STI or its assigns on any new or used purchased equipment from STI until the purchase price is paid in full, and all titles on any trailers or equipment traded in are in the position of STI. All used equipment are sold "AS IS" absolutely no warranty. All new equipment will have factory warranty and will not be warranted by STI. STI shall not be responsible for delays in delivery occasioned by strikes, Acts of God, inability to obtain material, accident or any other cause beyond our control.

_____ Dealer Acceptance	_____ Date	_____ Customer Signature	_____ Date
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This order is not binding unless accepted by an authorized official of the dealer.

Justin Bray

From: Michael Gauby <mgauby@tntsalesmo.com>
Sent: Thursday, December 8, 2022 3:35 PM
To: Justin Bray
Subject: RE: Trail King
Attachments: Sedalia MAC end-dump.pdf; 1.jpeg; 2.jpeg; 3.jpeg; 4.jpeg; 5.jpeg

Justin,

I've located a 32' MAC end dump that's currently at the factory. Your price is \$64,500 FET included, delivered to your location in Sedalia.

Please review the photos and specs and let me know if you have any questions.

Thank you,

Michael



MAC TRAILER MFG, INC
 14599 COMMERCE ST
 ALLIANCE, OH 44601
 Phone: (800) 795-8454
 Website: www.mactrailer.com

This offer is valid until the printed expiration date, and is subject to change at Manufacturer discretion based on market conditions.

STEEL FRAMELESS HALF ROUND				Quote ID # 47020	JOB # 59230	Rev 9
Customer						
Dealer Name				Cubic Yards	32	
Quote Date	4/28/20	Quote Expires	5/28/20	Qty	1	Weight 17381 lbs. ***
Dealer Salesman		Model Code		SN	Plant of Mfg C	
Cust P.O. #		Cust Unit #				
Model # TRAR32NF520-2023				VIN # 5MADN3236PC059230		

BODY	
LOAD PROFILE	MATERIAL, 80K GVWR
	REF: 55818
LENGTH	32
WIDTH	102
BODY STYLE	FULL RADIUS HARDOX AR450
FLOOR	5/16 IN. FULL
FLOOR MATERIAL	HARDOX AR450F
BODY SEAMS	STRAPS ON BOTTOM
WALL HEIGHT	52
	48 SIDES
TOP RAIL	5 1/2 IN. PIPE
TOP RAIL OPTION	SOLID
	SOLID
BOLSTER	(1) BOLSTER(s) 52" WH x 102" WIDE
REAR POCKET SLOPE	0
REAR SKIRTS	ALUMINUM DIAMOND PLATE OVER SUSPENSION
HOIST	8-5-220 - CUSTOM
BULKHEAD TYPE	INVERTED HOIST
SIDES STEPS D.S.	STEEL LADDER AT REAR

LIGHTS	
LIGHT TYPE	GROTE L.E.D. W/ GROMMET
LIGHT PANEL	3 LARGE - 3 LARGE - 3 LARGE
APRON	3/8 IN. X 4 IN. FULL LIGHT SHIELD
STD. MARKER LIGHTS	3 EACH SIDE
MID-TURNS	(1) PAIR L.E.D. (COMBO)
REAR POCKET LIGHTS	PAIR OF SMALL (MODEL 30)

GATE	
GATE SHEET THICKNESS	1/4 IN. HARDOX AR450F
GATE OPERATION	MANUAL
HINGE TYPE	SIDE SWING ONLY
GATE BRACING	(3) PANEL
WINDERS / SAFETY LATCH	WINDERS (1) EACH SIDE (STEEL GATE)

PRIMARY AXLES	
MODEL	TRI-AXLE
NO. OF PRIMARY AXLES	2
SUSPENSION	HEND. INTRAAX AAT-25K W/ HXL-5
AXLE SPACING	52

SUB-FRAME	WIDE I-BEAM , ALUMINUM
AXLES	AXLE FOR INTRAAX ONLY
BRAKES	7 IN. XL. W/ 30-30 CHAMBERS
CAM GUARDS	HEND. INTRAAX
HUB AND DRUM	CAST W/ STEEL HUB HP 10 STUD TP, SS, 7 IN.
TIRES	GENERAL RA 11R 22.5 16 PLY
WHEELS	A & S HP 22.5X8.25 - INSIDE STEEL, OUTSIDE POLISHED (XP)

LIFT AXLES

NO. OF LIFT AXLES	1
LIFT AXLE SUSPENSION	PARALIFT (NLR) W/ 79 IN. TRACK FOR 102 WIDE
LIFT AXLE DISTANCE	52
	54 SPACING
LIFT AXLE	79 IN., AXN 1/2 WALL TP FOR PARALIFT
LIFT AXLE BRAKES	5 IN. FOR PARALIFT
LIFT AXLE HUB AND DRUM	CAST W/ STEEL HUB HP 10 STUD TP, LS, 5 IN.
LIFT AXLE TIRES	GENERAL RA 11R 22.5 16 PLY
LIFT AXLE WHEELS	ALUMINUM HP 22.5X8.25 - ALL POLISHED (XP)
LIFT AXLE CONTROLS	AIR IN CAB & BALL VALVE (NO / REG.)

STEERABLE LIFT AXLES

NO. OF STEERABLE AXLES	0
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CHASSIS

PIN SETTING	16
5TH WHEEL PLATE	BREAK-AWAY PIN
5TH WHEEL PLATE HEIGHT	49 IN. HIGH
GALVANIZED SUSPENSION HANGERS	NO
DRAFT ARM	3/8 ALUM
SUSPENSION CONTROL	AIR IN CAB & BALL VALVE
ABS FOR TRAILER	(1) 2S1M MERITOR / WABCO
SLACKS	AUTOMATIC
AXLE LUBRICATION	HXL, SYNTHETIC SEMI-FLUID GREASE
DOLLIES - LANDING GEAR - LANDING LEGS	JOST A450 - (62,500 LB.) - 10 YEAR NO LUBE - STEEL - D.S.
REGISTRATION HOLDER	TUBE TYPE HOLDER
AIR GAUGE / SYSTEM	YES, IN FRONT
AIR TANKS	ALUMINUM TANK
HYDRAULIC HOSE FITTING	1 IN. X 108 IN. HOSE W/ WING FITTING
FLAPS FRONT OF TIRES	SHORT FLAP IN FRONT OF FRONT AXLE
FLAPS REAR OF TIRES	FULL ACROSS REAR OF TRAILER
TOW / PINTLE HOOKS	(1) BOLT ON, D.S.

TARP

PAINT

HANGERS	OTHER (NON GALVANIZED)
SUSPENSION COLOR	RED
DOLLIES	RED (930258)
HOIST COLOR	RED (930258)
5TH WHEEL PLATE COLOR	RED (930258)
BODY COLOR	RED
MAC LOGOS	MAC DECALS BLACK

ACCESSORIES

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SEDALIA, MISSOURI, APPROVING AND ANNEXING AN UNINCORPORATED AREA OWNED BY E.W. THOMPSON, INC. INTO THE CITY OF SEDALIA, MISSOURI, ADJACENT AND CONTIGUOUS TO EXISTING CORPORATE LIMITS OF SAID CITY.

WHEREAS, it is reasonable and necessary to the proper development of the City of Sedalia, Missouri, and stating that the City of Sedalia, Missouri, has the ability to furnish normal municipal services to said area within a reasonable amount of time after annexation becomes effective; and

WHEREAS, on April 20, 2023, a petition was submitted to the City Council of Sedalia, Missouri, under the provisions of Section 71.012 RSMo. whereby E.W. Thompson, Inc. hereinafter described desires to have said real estate annexed into the corporate limits of the City of Sedalia, Missouri; and

WHEREAS, the City Council of the City of Sedalia, Missouri, held a public hearing on the 15th day of May, 2023, after having first given public notice of said public hearing by publication on May 9, 2023, in *The Sedalia Democrat*; and

WHEREAS, after considering and studying said request for annexation to the City of Sedalia, Missouri, and hearing evidence thereon, the City Council of the City of Sedalia, Missouri, does declare that said annexation is necessary for the reasonable and proper development of the City of Sedalia, Missouri, and that the City of Sedalia has the ability to furnish normal municipal services to said area within reasonable time after said annexation becomes effective and said area is contiguous to the existing corporate limits of the City of Sedalia, Missouri; and

WHEREAS, no written objections to said proposed annexation have been filed with the governing body of the City of Sedalia within fourteen (14) days after said public hearing.

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

Section 1. That under the provisions of Section 71.012 RSMo. the City Council of the City of Sedalia, Missouri, hereby declares that annexation of the land hereinafter described be and is necessary for the reasonable and proper development of the City of Sedalia, Missouri; that the City of Sedalia has the ability to furnish normal municipal service to said area within reasonable time after said annexation becomes effective; that said area is contiguous to the existing corporate limits of the City of Sedalia, Missouri; and should be a part of said City; said tract being a part of Pettis County, Missouri, is more particularly described on Exhibit A attached hereto.

Section 2. The entire tract shall be zoned C-3 Commercial. The legal description is more particularly described on Exhibit A attached hereto.

Section 3. The City Clerk is hereby ordered and directed to cause three certified copies of this ordinance to be filed with the Office of County Clerk of Pettis County, Missouri, and placed on record with the Pettis County Recorder of Deeds.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 5th day of June, 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 5th day of June, 2023.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

EXHIBIT A

E.W. THOMPSON -PROPERTY LOCATED WEST OF COLTON'S

BEGINNING AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 45 NORTH, RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN, PETTIS COUNTY, MISSOURI; THENCE SOUTH 04°12'13" WEST, ALONG THE RANGE LINE, 325.88 FEET TO THE SOUTHERLY LINE OF U.S. HIGHWAY 50; THENCE SOUTH 64°54'40" EAST, ALONG SAID SOUTHERLY LINE 8.56 FEET; THENCE COUTINUING ALONG SAID SOUTHERLY LINE, NORTH 82°43' EAST, 33.04 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID SOUTHERLY LINE, SOUTH 04°12'13" WEST, 286.51 FEET; THENCE SOUTH 64°54'40" EAST, 157.90 FEET; THENCE NORTH 25°05'20" EAST, 375.0 FEET TO THE SOUTHERLY LINE OF SAID U.S. HIGHWAY 50 (LEROY VAN DYKE AVENUE); THENCE NORTH 64°54'50" WEST, ALONG SAID SOUTHERLY LINE, 90.75 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE, SOUTH 82°43' WEST, 200.44 FEET TO THE POINT OF BEGINNING. EXCEPT, BEGINNING AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 45 NORTH, RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN, PETTIS COUNTY, MISSOURI; THENCE SOUTH 04°12'13" WEST, ALONG THE RANGE LINE, 325.88 FEET TO SOUTHERLY LINE OF U.S. HIGHWAY 50; THENCE SOUTH 64°54'40" EAST, ALONG SAID SOUTHERLY LINE, 8.56 FEET; THENCE COUTINUING ALONG SAID SOUTHERLY LINE, NORTH 82°43' EAST, 33.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHERLY LINE, NORTH 82°43' EAST, 10.20 FEET; THENCE LEAVING SAID SOUTHERLY LINE, SOUTH 04°12'13" WEST, 20.40 FEET; THENCE SOUTH 82°43' WEST, 10.20 FEET; THENCE NORTH 04°12'13" EAST, 20.40 FEET TO THE POINT OF BEGINNING.

PETITION FOR ANNEXATION

COMES NOW, Dianne Simon, Vice President of E. W. Thompson, Inc., a Missouri corporation, doing business in Sedalia, Pettis County, Missouri, hereinafter called "Petitioner", and being first duly sworn on her oath, states the following, to-wit:

- 1. That E. W. Thompson, Inc. is the owner of all fee interests of record in the tract of land described on Exhibit A and attached hereto and made a part hereof as though set out herein verbatim, and which is contiguous and compact to the existing city limits of the City of Sedalia, Missouri.
- 2. Petitioner requests that said property be annexed into the City of Sedalia, Missouri, and states that the property will be developed for commercial use, and, therefore, further requests that the property be zoned C-3 which is compatible with adjoining property.
- 3. That Petitioner is authorized to present this verified petition to the City Council of Sedalia, Missouri.

E. W. Thompson, Inc.

By *Dianne M. Simon*
Dianne M. Simon, Vice President

STATE OF MISSOURI)
) ss.
COUNTY OF PETTIS)

On this 20th day of April, 2023, before me personally appeared Dianne M. Simon, to me personally known, who being duly sworn, did say that she is Vice President of E. W. Thompson, Inc., a Missouri corporation, and that the foregoing instrument was signed and sealed in behalf of said corporation.

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

Jamela L. Millsap
Notary Public

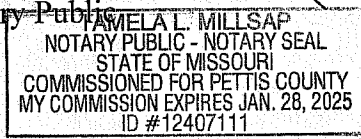


EXHIBIT "A"
Legal Description

BEGINNING AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 45 NORTH, RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN, PETTIS COUNTY, MISSOURI; THENCE SOUTH 04°12'13" WEST, ALONG THE RANGE LINE, 325.88 FEET TO THE SOUTHERLY LINE OF U.S. HIGHWAY 50; THENCE SOUTH 64°54'40" EAST, ALONG SAID SOUTHERLY LINE, 8.56 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE, NORTH 82°43' EAST, 33.04 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID SOUTHERLY LINE, SOUTH 04°12'13" WEST, 286.51 FEET; THENCE SOUTH 64°54'40" EAST, 157.90 FEET; THENCE NORTH 25°05'20" EAST, 375.0 FEET TO THE SOUTHERLY LINE OF SAID U.S. HIGHWAY 50 (LEROY VAN DYKE AVENUE); THENCE NORTH 64°54'50" WEST, ALONG SAID SOUTHERLY LINE, 90.75 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE, SOUTH 82°43' WEST, 200.44 FEET TO THE POINT OF BEGINNING;

EXCEPT, BEGINNING AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 45 NORTH, RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN, PETTIS COUNTY, MISSOURI; THENCE SOUTH 04°12'13" WEST, ALONG THE RANGE LINE, 325.88 FEET TO THE SOUTHERLY LINE OF U.S. HIGHWAY 50; THENCE SOUTH 64°54'40" EAST, ALONG SAID SOUTHERLY LINE, 8.56 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE, NORTH 82°43' EAST, 33.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHERLY LINE, NORTH 82°43' EAST, 10.20 FEET; THENCE LEAVING SAID SOUTHERLY LINE, SOUTH 04°12'13" WEST, 20.40 FEET; THENCE SOUTH 82°43' WEST, 10.20 FEET; THENCE NORTH 04°12'13" EAST, 20.40 FEET TO THE POINT OF BEGINNING.

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BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE I OF CHAPTER 12 OF THE CODE OF THE CITY OF SEDALIA, MISSOURI TO ADD SECTION 12-3 ESTABLISHING A REQUIREMENT FOR FOOD AND BEVERAGE VENDORS TO BE IN GOOD STANDING WITH THE PETTIS COUNTY HEALTH CENTER.

WHEREAS, the City of Sedalia, Missouri has the authority to enact regulations regarding suspension and revocation of licenses and permits; and

WHEREAS, the City of Sedalia, Missouri has determined that it is appropriate and necessary to require any food or beverage vendor applying for or renewing a business license to first obtain and pass a health inspection by the Pettis County Health Center.

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

Section 1. That **Article I — IN GENERAL**, of **Chapter 12 — Business Regulation and Taxation** of the Code of the City of Sedalia, Missouri, be amended to add a new section, **Section 12-3 — Food and Beverage Vendors**, to read as follows:

Sec. 12-3. Food and Beverage Vendors.

- (a) *Definitions.* As used in this section the following terms shall have meanings given in this subsection:
- (1) *Food and Beverage Vendor or Vendor* shall mean any restaurant, as defined in Article V, Section 12-403 of this Code, and shall also include any mobile food vendor, as defined in Article II, Division 9, Section 12-275 of this Code.
 - (2) *Operating Permit* shall refer to the Pettis County Health Center Food Establishment Operating Permit.
- (b) Any Food and/or Beverage Vendor required to obtain a business license under this Chapter shall first obtain and pass a health inspection by Pettis County Health Center before applying.
- (c) In the event that the Pettis County Health Center suspends or revokes an Operating Permit of a Food and/or Beverage Vendor, the City may suspend or revoke the vendor's business license until the vendor has corrected the condition(s). Once the condition(s) leading to the closure has been corrected and the Pettis County Health Center has given the vendor approval to reopen, the vendor may re-apply for a business license and pay the required fees under this Code, if applicable.

Section 2. That all other parts and provisions of the City Code not in conflict herewith shall remain in full force and effect unless previously or subsequently amended or appealed.

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

Section 4. That this Ordinance shall be in full force and effect from and after its passage and approval.

Section 5. That the City Clerk is authorized by this ordinance to correct any scrivener's errors identified within this Ordinance.

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 5th day of June, 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 5th day of June, 2023.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

To: Kelvin Shaw
From: Devin Lake
Date: May 26, 2023
Subject: Business License – Passing Health Inspection for Food & Beverage Vendors

In an effort to ensure quality eating and drinking establishments inside City Limits, I would recommend that the referenced code section be added requiring all Food and Beverage Vendors to present a passing health inspection by the Pettis County Health Center prior to applying for or renewing a business license. As Pettis County Health is the entity that inspects all food and beverage establishments, I believe this will assist with collaboration and ensuring that the City does not issue or renew any business license that is in unacceptable standing in regards to food and beverage health safety.

Thank you

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A TRADEMARK SUBLICENSE AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI, SEDALIA MAIN STREETS AND NATIONAL MAIN STREET CENTER, INC., FOR INCORPORATING THE MAIN STREET AMERICA PROGRAM

WHEREAS, The City of Sedalia, Missouri has received a proposal to enter into an agreement with National Main Street Center, Inc. for professional services with The Main Street America Program; and

WHEREAS, the City of Sedalia, Missouri has received notification that Sedalia Main Streets has been designated an Affiliate Main Street program and in conjunction with The National Main Street Center, Inc. desire to enter into an agreement for a 2023 Affiliate Member Sublicense as more fully described in the agreement attached to this ordinance and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri hereby approves and accepts the agreement by and between the City of Sedalia, Sedalia Main Streets and The National Main Street Center, Inc. on the agreement 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 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 5th day of June 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 5th day of June 2023.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers,
City Clerk

MEMO

To: City Administrator Kelvin Shaw

From: Joleigh Cornine, Planner/Downtown Specialist

Date: May 25, 2023

Subject: Ordinance Approving 2023 Affiliate Member Sublicense Form between the City of Sedalia (Sedalia Main Streets) and Main Street America

On April 27, 2023, Sedalia Main Streets received notification our organization has been designated an Affiliate Main Street program through Main Street America! In order for our City-led Main Street to incorporate the Main Street America branding and logo documents throughout our communication efforts, I am requesting that City Council approve the enclosed agreement.

TRADEMARK SUBLICENSE AGREEMENT

This Trademark Sublicense Agreement ("Sublicense Agreement") is entered into between _____ ("Coordinating Program") and _____ ("Sublicensee"), effective as of the last date written below. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Background.

A. The National Main Street Center, Inc. ("NMSC") operates a membership program called MAIN STREET AMERICA™. As a part of that program, MAIN STREET AMERICA™ Coordinating Program Membership is available to statewide, regional or citywide organizations that oversee multiple local downtown and neighborhood programs within their service area and work to preserve and revitalize commercial districts. Local Program membership in the MAIN STREET AMERICA™ program is available at the Affiliate or Accredited levels to individual programs or organizations that satisfy the membership eligibility criteria described on the NMSC website (currently located at: [https://higherlogicdownload.s3.amazonaws.com/NMSC/390e0055-2395-4d3b-af60-81b53974430d/UploadedImages/Join/Main Street America Tier System Overview - 2019 Update.pdf](https://higherlogicdownload.s3.amazonaws.com/NMSC/390e0055-2395-4d3b-af60-81b53974430d/UploadedImages/Join/Main%20Street%20America%20Tier%20System%20Overview%202019%20Update.pdf)).

B. Organization is a Coordinating Program member of NMSC in good standing and has entered into a Trademark License Agreement with the NMSC which grants to the Coordinating Program the right to sublicense to its Local Programs the use of the NMSC name and trademarks described below.

C. Sublicensee is a Local Program Member in good standing of the MAIN STREET AMERICA™ program at the Affiliate level. Sublicensee is also located within the Coordinating Program's geographic service area. Therefore, Sublicensee has the opportunity to enter into this Trademark License Agreement, which grants certain rights to use the NMSC's name and trademarks, including MAIN STREET AMERICA™ and MAIN STREET™, as described below.

D. The NMSC's parent entity, the National Trust for Historic Preservation ("National Trust"), owns the following registered trademarks, which it has delegated to the NMSC the right to sublicense. NMSC and Coordinating Program have entered into a Trademark Licensing Agreement which grants the Coordinating Program the right to sublicense the following registered trademarks:

Mark	U.S. Registration Number
MAIN STREET	Reg. Nos. 3,365,568 and 2,057,207
NATIONAL MAIN STREET CENTER	Reg. No. 2,013,837

These registered trademarks owned by the National Trust, together with the MAIN STREET AMERICA™ word marks and logos referred to in Section 2.A.i below, the NATIONAL MAIN STREET CENTER logo referred to in Section 2.A.ii below are referred to herein as the "Trademarks."

E. The Trademarks are well known and recognized by the general public and associated in the public mind with the NMSC and the National Trust. The Coordinating Program and the Sublicensee recognize the mutual benefits that accrue from the Sublicensee's use of the Trademarks in accordance with the terms and conditions of this Sublicense Agreement, including the recognition and credibility brought to the Sublicensee through its use of these Trademarks and the benefit to the Coordinating Program and NMSC from association with high-performing Local Programs.

National Main Street Center
Local Program Affiliate Member Sublicensing Agreement

2. Grant of Sub-License.

A. Subject to the terms and conditions of this Sublicense Agreement, the Coordinating Program hereby grants the Sublicensee the non-exclusive right and license to use the Trademarks to identify and promote its participation in the MAIN STREET AMERICA™ program, as well as its relationship and association with the Coordinating Program and NMSC, in connection with the following activities:

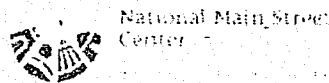
- i. **MAIN STREET AMERICA™ word and logo marks.** The Sublicensee's rights to use the MAIN STREET AMERICA™ word mark and the following MAIN STREET AMERICA logo are limited to Sublicensees which are members in good standing at the Affiliate membership level of the MAIN STREET AMERICA™ program:

For use by Local Programs who are Designated Members at the Affiliate Level:



As a Main Street America Affiliate™, INSERT PROGRAM NAME HERE is part of a national network of more than 1,200 neighborhoods and communities who share both a commitment to creating high-quality places and to building stronger communities through preservation-based economic development.

- ii. **NATIONAL MAIN STREET CENTER® word and logo marks.** The Sublicensee's right to use the NATIONAL MAIN STREET CENTER word mark and the following NATIONAL MAIN STREET CENTER logo solely and exclusively to indicate its association with the National Main Street Center:



- iii. **MAIN STREET® word mark.** The Sublicensee's right to use the MAIN STREET trademark is limited to use made to identify Sublicensee and/or its activities, including as part of the name of the Licensee (e.g. "Main Street Iowa"), in connection with commercial district revitalization and related consultation, education, and training.

3. Scope of and Limitations on Use. Use of the Trademarks by the Sublicensee will be subject to the following limitations:

A. Sublicensee must display the Affiliate level MAIN STREET AMERICA membership mark on their website. All uses of the MAIN STREET AMERICA word mark and logo by Sublicensee must follow the specific mark, color, and character usage set forth in the Brand Identity Guidelines which are incorporated by reference as if fully set forth herein. Sublicensee will not use or develop any different logos or designs (including any symbols or stylized presentations), in connection with the

**National Main Street Center
Local Program Affiliate Member Sublicensing Agreement**

MAIN STREET AMERICA mark or logo. Use of the MAIN STREET AMERICA word mark and logos by Sublicensee is a mandatory condition of membership in the MAIN STREET AMERICA program.

B. The MAIN STREET mark, as part of the name and identity of Sublicensee's organization, programs, and activities, can be used on materials designed to promote the work of Sublicensee (e.g., website, brochures, newsletter, letterhead or other printed promotional materials). The right to use the MAIN STREET mark by the Sublicensee is an optional benefit of membership in the MAIN STREET AMERICA program.

C. All uses of the NATIONAL MAIN STREET CENTER logo by Sublicensee must follow the specific mark, color, and character usage set forth in the Brand Identity Guidelines attached as Exhibit A, which are incorporated by reference as if fully set forth herein. Sublicensee will not use or develop any different logos or designs (including any symbols or stylized presentations) in connection with the NATIONAL MAIN STREET CENTER mark. Use of the NATIONAL MAIN STREET CENTER logo by Sublicensee is an optional benefit of membership in the MAIN STREET AMERICA program.

D. This Sublicense Agreement is subject to the terms, conditions, and limitations of the Trademark-Licence Agreement between NMSC and the Coordinating Program.

E. Sublicensee will not apply to register any of the Trademarks, or any other trademark that incorporates any part of the Trademarks or "National Trust for Historic Preservation." Sublicensee will not state or imply that it owns any such trademarks.

F. The Sublicensee will not use the Trademarks in combination with or in juxtaposition with other trademarks except as may be approved in writing by the NMSC. The Sublicensee will apply and display the "®" symbol and the "™" symbol next to or with respect to the Trademarks as directed by the Coordinating Program.

G. Other than as specifically provided herein, Sublicensee is not granted any other rights to use, license or sublicense the Trademarks.

4. Term. This Sublicense Agreement will become effective immediately upon the date of last signature below, and, unless terminated early under Sections 5 or 10, will be effective through April 30, 2024, at which time it may be renewed by mutual written agreement of the parties hereto.

5. Conditions. This Sublicense Agreement between Coordinating Program and Sublicensee is conditioned upon Sublicensee having an active MAIN STREET AMERICA membership at the Affiliate level with NMSC. The requirements of this membership are currently available at: [https://higherlogicdownload.s3.amazonaws.com/NMSC/390e0055-2395-4d3b-af60-81b53974430d/UploadedImages/Join/Main Street America Tier System Overview - 2019 Update.pdf](https://higherlogicdownload.s3.amazonaws.com/NMSC/390e0055-2395-4d3b-af60-81b53974430d/UploadedImages/Join/Main%20Street%20America%20Tier%20System%20Overview%202019%20Update.pdf), and are incorporated herein by reference.

6. Acknowledgment of Ownership. Use of the Trademarks indicates acknowledgment by the Sublicensee of the NMSC's and the National Trust's rights and title to the Trademarks, (i.e. MAIN STREET AMERICA, NATIONAL MAIN STREET CENTER, and MAIN STREET), and that Sublicensee will not at any time do, or permit to be done, any act or thing that will in any way impair the rights of the NMSC or the National Trust. All use of the Trademarks by the Sublicensee will inure to the benefit of the NMSC and the National Trust.

National Main Street Center
Local Program Affiliate Member Sublicensing Agreement

7. Good will and promotional value. Sublicensee recognizes and acknowledges the value of good will associated with the Trademarks and agrees that it will not conduct any activity, provide any service, or produce or distribute goods which in any way damages or reflects adversely upon the NMSC or the National Trust.

8. Non-assignment. This Sublicense Agreement is personal to the Sublicensee, and may not be assigned to any other individual, program, organization, or agency. Any attempted assignment will be null and void.

9. Compliance Verification. It is the responsibility of the Sublicensee to verify compliance with the terms of this Sublicense Agreement, and to provide complete and accurate usage reports to the Coordinating Program. If the Coordinating Program or the NMSC has reason to believe that the Sublicensee is in violation of this Sublicense Agreement, the Coordinating Program or NMSC shall have the right to make inquiries with Sublicensee as necessary to determine compliance. In such case, the Sublicensee will cooperate with the Coordinating Program and/or NMSC in its investigation and provide in a timely fashion any and all information that is requested.

10. Termination.

A. Coordinating Program may terminate this Sublicense Agreement if the Sublicensee violates any of the provisions of this Sublicense Agreement or fails to satisfy the membership criteria established by the NMSC for Affiliate Local Programs. Such termination will be effective thirty (30) days after the Coordinating Program sends written notice of such termination to Sublicensee. During this thirty (30) day period, Sublicensee may attempt to cure such violation. If the violation is not cured during this period, the termination will be effective upon the expiration of the thirty (30) day period.

B. This Sublicense Agreement will automatically terminate immediately without any notice required, notwithstanding the above paragraph, if the Coordinating Program or NMSC determines: (i) that sublicensee's actions could negatively affect the goodwill, image, or reputation of the NMSC, the National Trust for Historic Preservation, the Coordinating Program, or any of the Trademarks; (ii) the Sublicensee discontinues all or a significant portion of its business; (iii) the National Trust terminates, revokes, or fails to renew the NMSC's rights to use, license, or sublicense the Trademarks; or (iv) the NMSC terminates, revokes or fails to renew the Coordinating Program's rights to use, license or sublicense the Trademarks.

C. Upon the expiration or early termination of this Agreement, the Sublicensee will discontinue use of the Trademarks and will destroy and delete tangible and electronic documents and files containing any such marks, except for a limited number of copies retained for archival purposes only.

11. Governing Law. This Agreement is entered into in the District of Columbia and will be governed by and construed in accordance with the laws of the District of Columbia, USA, without giving effect to conflict of laws provisions.

12. Annual Report, Notices, Other Communication. Upon request by the Coordinating Program or NMSC, Sublicensee shall submit samples of any materials on which the Trademarks licensed under this agreement were used during the year. Such samples shall be submitted within ten business days of receipt of a written request from the Coordinating Program or NMSC.

National Main Street Center
Local Program Affiliate Member Sublicensing Agreement

13. **Notices.** Any notices which either party is required or may desire to serve upon the other party shall be in writing and may be served either personally or by depositing the same in the mail (first class postage prepaid, certified and return receipt requested) or with a reputable overnight express delivery service (with confirmed delivery, charge prepaid or billed to shipper), addressed to the party to be served as follows, unless a different address is designated in writing by the party to be served. Notice shall also be required to be given by electronic mail on the same date as deposited in the mail. Notice given by mail alone shall not be sufficient.

To Coordinating Program:
Name: _____
Address: _____

Phone: _____
Email: _____

To Sublicensee:
Name: _____
Address: _____

Phone: _____
Email: _____

14. **Successors.** This Agreement shall be binding upon, and will inure to the benefit of, the parties and their respective permitted successors and assigns.

15. **Modification.** No amendment or modification of the terms or conditions of this License Agreement will be valid unless in writing and signed by both parties.

16. **Waiver.** The failure of either party to partially or fully exercise any right or the waiver by either party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of this Sublicense Agreement. No waiver shall be valid or binding unless in writing and signed by the waiving party.

17. **Severability.** If any provision of this Sublicense Agreement or the application of any provision hereof to any person or circumstances is held to be void, invalid, or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in effect and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.

18. **Entire Agreement.** This Sublicense Agreement is the entire agreement between the parties with respect to the matters referred to herein and it supersedes and replaces all prior and contemporaneous oral and written understandings pertaining to the subject matter hereof.

Coordinating Program

Sublicensee

By: _____

By: _____

Date: _____

Date: _____



City of Sedalia
Council Agenda Work Flow

Council Meeting Date:

Agenda Item:

Department: Department Head:

Legal Review Needed – If So Attorney Assigned:

<u>Documents Required</u>	<u>Date Required</u>	
<input checked="" type="checkbox"/> Memo	<input type="text"/>	(To Clerk 10 Business Days Before Council Meeting)
<input type="checkbox"/> Employee Bio	<input type="text"/>	(To Clerk 3 Business Days Before Council Meeting)
<input checked="" type="checkbox"/> Ordinance	<input type="text"/>	(Clerk Prepare 8 Business Days Before Council Meeting)
<input type="checkbox"/> Resolution	<input type="text"/>	(Clerk Prepare 8 Business Days Before Council Meeting)
<input type="checkbox"/> Contract	<input type="text"/>	(Legal Review Completed and to Clerk 10 Business Days Before Council Meeting) (Note Templates Allow Quicker Turn Around)
<input type="checkbox"/> Hearing Ad	<input type="text"/>	(To Clerk 5 Business Days Before The Ad Has To Run)
<input type="checkbox"/> Petition	<input type="text"/>	(To Clerk 10 Business Days Before Council Meeting)

Process Completed / Ready For Packet
 (City Clerk Verified)

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AMENDMENT TO THE HISTORIC PRESERVATION GRANT AND FINANCIAL ASSISTANCE AGREEMENT WITH THE MISSOURI DEPARTMENT OF NATURAL RESOURCES FOR THE WEST CENTRAL SEDALIA HISTORIC DISTRICT RECONNAISSANCE SURVEY.

WHEREAS, the City of Sedalia, Missouri has received an amendment to the financial assistance agreement from the State Historic Preservation Office for the historic preservation grant to assist with the West Central Sedalia Historic District Reconnaissance Survey; and

WHEREAS, under the amended grant agreement, the State Historic Preservation Office shall amend the grant to the City of Sedalia, Missouri as follows:

- Reduce Federal Award from \$50,000.00 to \$24,950.00 and recipient match to \$33,319.00 including staff time;
- Budget adjusted reflecting the same;
- Adjust timeline to include mid-project report of September 20, 2023 and final project report submission from March 31, 2024 to May 30, 2024

as more fully described in the amended agreement attached to this Ordinance and incorporated by reference.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts the amendment to the historic preservation grant agreement by and between the City of Sedalia, Missouri and State Historic Preservation Office attached hereto and incorporated by reference as though the proposed agreement was set forth herein in substantially the same form and content as proposed.

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 5th day of June 2023.

Presiding Officer of the Council

Approved by the Mayor of said City, 5th day of June 2023.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers, City Clerk

MEMO

To: Kelvin Shaw, City Administrator
From: John Simmons, Community Development Director
Date: May 25, 2023
Subject: **Grant Agreement Amendment**
West Central Sedalia Historic District Reconnaissance Survey
MO DNR Grant

Attached is an amended grant agreement for the State Historic Preservation Office grant to further survey the West Central residential area of Sedalia. As you recall, the original grant agreement was approved by City Council on December 19, 2022.

Since that approval, the RFP for the grant survey was issued and City Council approved the contract with Rhonda Chalfant. The contract for Rhonda Chalfant was for \$49,900.00, significantly reducing the budgeted amount of \$100,000.00

In working with the State Historic Preservation Office they adjusted the timeline and shifted the final project report date to May 30, 2024 due to the size of the project and the need for tree foliage to be absent (winter months) in photography requirements of the forms required for submission. They also added a mid-project submission of approximately half of the forms to make the project more manageable due to the quantity of structures to be surveyed.

Although the attached document is 100 pages, the changes are reflected on pages 1, 2 and 7.
Page 1: reducing the Federal Award from \$50,000.00 to \$24,950.00 and the Recipient Match to \$33,319.00 including staff time.
Page 2: budget adjusted reflecting the same.
Page 7: adjusting the timeline to include the mid-project report of September 20, 2023 and the final project report submission to May 30, 2024 (originally March 31, 2023).

The grant agreement is the same in content and format as the grant agreement approved December 2022.

This grant now requires City Council approval of the amended grant agreement.



City of Sedalia
Council Agenda Work Flow

Council Meeting Date:

Agenda Item:

Department:

Department Head:

Legal Review Needed – If So Attorney Assigned:

Documents Required Date Required

- | | | | |
|-------------------------------------|--------------|--------------------------------------|--|
| <input checked="" type="checkbox"/> | Memo | <input type="text" value="5/25/23"/> | (To Clerk 10 Business Days Before Council Meeting) |
| <input type="checkbox"/> | Employee Bio | <input type="text"/> | (To Clerk 3 Business Days Before Council Meeting) |
| <input checked="" type="checkbox"/> | Ordinance | <input type="text" value="5/30/23"/> | (Clerk Prepare 8 Business Days Before Council Meeting) |
| <input type="checkbox"/> | Resolution | <input type="text"/> | (Clerk Prepare 8 Business Days Before Council Meeting) |
| <input checked="" type="checkbox"/> | Contract | <input type="text" value="5/25/23"/> | (Legal Review Completed and to Clerk 10 Business Days Before Council Meeting) (Note Templates Allow Quicker Turn Around) |
| <input type="checkbox"/> | Hearing Ad | <input type="text"/> | (To Clerk 5 Business Days Before The Ad Has To Run) |
| <input type="checkbox"/> | Petition | <input type="text"/> | (To Clerk 10 Business Days Before Council Meeting) |

Process Completed / Ready For Packet

(City Clerk Verified)

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI,
STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE
THE CITY'S ANNUAL BUDGET FOR FISCAL YEAR 2024.**

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

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

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

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

WHEREAS, expenses for City's operations for Fiscal Year 2024 have been higher than budgeted, but do not exceed revenues plus the City's unencumbered balance brought forward from previous years; and

WHEREAS, the City Council of the City desire to state the facts and reasons necessitating an amendment to increase certain expenditures in the Fiscal Year 2024 annual budget.

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

Section 1. Expenditures from the City's Opioid Settlement Fund and General Fund must be increased by a total of \$29,751.86 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. Purchase TruNarc Analyzer to identify physical drugs of potential contact.

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 June 5, 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 PURCHASE OF TRU-NARC ANALYZER UTILIZING OPIOID SETTLEMENT FUND.

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 5th day of June 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 5th day of June 2023.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

Exhibit A
 City of Sedalia
 FY24 Budget Amendment 6/5/2023 Opioid Fund TruNarc Analyzer Purchase

Account / Description	Current Budget	Change	Amended Budget	Comments
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Expenditures / Uses of Funds

10-01-555-00	(25,619.64)	(4,132.22)	(29,751.86)	Transfer from Opioid Settlement Fund for Purchase
10-63-351-00	322,626.37	4,132.22	326,758.59	Purchase TruNarc Analyzer to identify drugs of potential contact
26-01-550-00	25,619.64	4,132.22	29,751.86	Transfer to General Fund for Purchase

Total Expenditure Change

4,132.22

Net Increase (Decrease) in Projected Fund Balance

(4,132.22)

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FOR THE PURCHASE OF A THERMO SCIENTIFIC TRUNARC ANALYZER FOR THE SEDALIA POLICE DEPARTMENT

WHEREAS, the City of Sedalia, Missouri received a quote from Thermo Scientific Portable Analytical Instruments, Inc. for the purchase of a Thermo Scientific TruNarc Analyzer for the Sedalia Police Department; and

WHEREAS, under the quote, the City of Sedalia, Missouri shall pay the sum and of amount of Twenty-nine Thousand Seven Hundred Fifty-one Dollars and Eighty-six Cents (\$29,751.86) to Thermo Scientific as more fully described in the quote attached hereto and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri hereby approves and accepts the quote from Thermo Scientific Portable Analytical Instruments, Inc. in substantively the same form and content as the quote has been proposed.

Section 2. The Mayor or City Administrator are authorized and directed to execute and the City Clerk is hereby authorized and directed to attest and fix the seal of the City of Sedalia, Missouri on the quote in substantively the same form and content as 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 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 5th day of June 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 5th day of June 2023.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

Sedalia Police Department
DEPARTMENTAL MEMORANDUM
Office of the Chief of Police

To : City Administrator Kelvin Shaw

From : Chief Matthew Wirt

Date : May 30, 2023

Ref : Thermo Scientific TruNarc

The Sedalia Police Department has seen an increase in the amount of opioids in our area. Emerging lethal drugs like fentanyl and carfentanil threaten public safety.

To save lives and protect Law Enforcement Officers, banned substances need to be identified quickly, safely and accurately. The Thermo Scientific TruNarc Analyzer rapidly identifies drugs and the need for Sedalia Police Department Officers to handle potentially lethal narcotics is greatly reduced.

Thermo Fisher Scientific FSI has provided a quote for the purchase of one Thermo Scientific TruNarc device under the cooperative purchasing GSA contract price of \$29,751.86. The purchase and revenue were both planned for FY24. Staff recommends the total purchase for \$29,751.86.

Sales Quotation

Thermo Scientific Portable Analytical Instruments Inc.

2 Radcliff Rd
Tewksbury, Massachusetts 01876
United States

Quote Number	Created Date	Exp. Delivery Terms	Page
00306792	05/25/2023	ARO	1 / 8
Contact:	Phone	Payment Term	Valid To
Scott Fitzpatrick	(979) 777-2874	Net 30	12/25/2023
Inco Terms		Shipping Method	
FOB Origin - Tewksbury, MA		Fed Ex 2nd Day	

Submitted To:

Aaron Berry
Sedalia Police Department
300 W 3rd St
Sedalia, Missouri 65301
United States

Phone: 660-827-7823
Email: aberry@sedaliapolice.com

THANK YOU FOR YOUR INTEREST IN THERMO SCIENTIFIC INSTRUMENTATION

To Place an Order:	
Contact:	Scott Fitzpatrick
Phone:	(979) 777-2874
Fax:	
Email:	scott.fitzpatrick@thermofisher.com
Additional instructions, terms & conditions on last page	

GSA Contract No. GS-07F-6099R

Contract period: March 26, 2010 - September 28, 2025
SIN 334519
SIN 339999E

When placing a purchase order against this quote, please use the Mandatory PO language for state/local orders using the Cooperative Purchasing Program as follows:

"This order is placed under GSA contract number GS-07F-6099R under the authority of the GSA Cooperative Purchasing Program. In the event of a conflict between the terms of this order and those of the GSA Schedule, GSA's terms shall govern."

Pos.	Product Code	Product Name	List Price	Disc %	Sales Price	Quantity	Total Price
1.00	800-01041-01	TruNarc, Unlimited, Warranty - 1 Yr, Train-12	USD 31,000.00	6.30%	USD 29,047.86	1.00	USD 29,047.86
	GSA Item	TruNarc Unlimited Model with 1 year of warranty. Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument. Includes TruNarc on-site instructor led training for up to 12 students within the Continental United States (CONUS) - expires 9 months after date of purchase.					
2.00	810-01462-01	TruNarc Solution Kit (Type H) - 100, English	USD 704.00	0.00%	USD 704.00	1.00	USD 704.00
		TruNarc Solution Kit (Type H) for identification of Heroin and other special narcotics. Kit includes 100 Test Sticks and 100					

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

Open Market Item Solution Vials with Ethanol. Note that because of the Ethanol, this product ships as a Hazardous Goods shipment. The shelf life for Type H-sticks is approximately one year from shipment.

3.00	820-01051-01	TruNarc, Unlimited, Warranty Renewal - 1 Yr	USD 1,890.00	100.00%	USD 0.00	1.00	USD 0.00
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GSA Item Warranty for 1 year for a TruNarc Unlimited instrument (for instruments up to 5th year). Includes factory repair and loaner units when available. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument.

Subtotal: USD 33,594.00

Discount: USD 3,842.14

Total: USD 29,751.86

Important Note: Please issue POs to Thermo Scientific Portable Analytical Instruments Inc

Federal Tax ID No.: 01-0650031

CAGE CODE: 392A9

DUNS #: 11-289-3131

Bank of America ABA# for Wire Payments: 026 009 593

Bank of America ABA# for ACH Payments: 111 000 012

Beneficiary Account Number: 4426843850

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

Acceptance of Purchase

By signing below, you (i) warrant that you are an authorized representative of your company, (ii) agree that the Thermo Scientific Portable Analytical I attached hereto (the "Terms and Conditions") shall supersede any preprinted terms and conditions, in their entirety, contained in any purchase order Conditions shall exclusively govern the transaction(s) contemplated hereby

Signature of authorized company representative	Date	Phone#
Print Name	Title	Email
Model #	Amount + S&H	Purchase Order
E-mail to:	Fax to: 1-877-680-2568	

PAIGlobalCustomerService@thermofisher.com

Order Processing Address:

scott.fitzpatrick@thermofisher.com

Thermo Scientific Portable Analytical Instruments Inc
2 Radcliff Road
Tewksbury, MA 01876

Remit check Payment To:

Thermo Scientific Portable Analytical Instruments Inc
PO Box 415918
Boston, MA 02241-415918

Payment Details

Method of Payment

- Net 30 (Attach Credit Application & Credit References)
- Credit Card
- Check
- Wire Transfer

Sales Tax Application

- Yes Apply Sales Tax
- No

- If no, you must provide a copy of your tax exemption certificate along with your purchase order.

****Please contact your customer service representative with your credit card information. (Do not send any credit card info via email or fax.)****

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

Address Verification

Please make corrections if necessary below:

Bill to:

300 W 3rd St
Sedalia, Missouri 65301
United States

Ship to:

Additional Options / Accessories

Please use the space below to note any additional options and/or accessories you wish to add from the attached sheets that are not included in the above quotation.

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

THERMO SCIENTIFIC PORTABLE ANALYTICAL INSTRUMENTS INC – TERMS AND CONDITIONS OF SALE

Last revised November 2019

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **GENERAL.** Thermo Scientific Portable Analytical Instruments Inc ("Seller") hereby offers for sale to the buyer named on the face hereof ("Buyer") the products listed on the face hereof (the "Products") on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions in this agreement (the "Agreement") differ from the terms of Buyer's offer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. Buyer's receipt of Products or Seller's commencement of the services provided hereunder will constitute Buyer's acceptance of this Agreement. This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of Seller.

2. **PRICE.** All prices published by Seller or quoted by Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products will be as specified by Seller or, if no price has been specified or quoted, will be Seller's price in effect at the time of shipment. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions, which are not part of Seller's original price quotation.

3. **TAXES AND OTHER CHARGES.** Prices for the Products exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction. Buyer shall be solely responsible for obtaining any and all necessary licenses, registrations, certificates, permits, approvals or other authorizations required by federal, state or local statute, law or regulation pertaining to the use or possession of the products contemplated herein that include radioactive isotopes, or x-ray tubes if any.

Buyer shall pay Seller such surcharges, or other fees, in respect of the sale of Products hereunder as Seller deems necessary and appropriate (in Seller's sole, good-faith, reasonable discretion) to account for changes in the cost to product, develop, market, or sell the Products to Buyer hereunder (whether as the result of the imposition of tariffs or otherwise). All such surcharges must be paid by Buyer in accordance with the payment terms set forth herein. Buyer agrees that such surcharges, or other fees, or any termination thereof, shall take effect immediately upon written notice thereof by Seller to Buyer. In the event that Seller's quote and/or order acknowledgement set forth surcharges, those documents shall be considered adequate written notice to Buyer that said surcharges are Buyer's responsibility. Any such surcharges shall not constitute an increase in the Price(s) of any Products or Services sold under this Agreement

4. **TERMS OF PAYMENT.** Seller may invoice Buyer upon shipment for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars.

5. **DELIVERY CANCELLATION OR CHANGES BY BUYER.** The Products will be shipped to the destination specified by Buyer, F.O.B. shipping point. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of Products in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and expense and for Buyer's account. Orders in process may be canceled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as an appropriate adjustment in the purchase price therefor. Credit will not be allowed for Products returned without prior written consent of seller.

6. **RETURN OF PRODUCTS/RESTOCKING CHARGE.** Buyer must obtain permission from Seller prior to returning Products. The request must be received within ten (10) days of receipt of the Products. Older items, service parts, and discontinued items cannot be returned for credit. In order to obtain a RMA number, Buyer must contact Seller's customer support. Seller, in its discretion, may impose a twenty (20%) percent restocking charge of the price paid for any item authorized for return for credit

7. **TITLE AND RISK OF LOSS.** Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of Products in transit, title to and risk of loss of the Products will pass to Buyer upon delivery of possession of the Products by Seller to the carrier irrespective of which Party's carrier is used for the transport or the manner of payment ascribed to the transport; provided, however, that title to any software incorporated within or forming a part of the Products shall at all times remain with Seller or the licensor(s) thereof, as the case may be.

8. **WARRANTY.** Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts. If a period of time is not specified in Seller's product documentation, published specifications or package inserts, the warranty period shall be one (1) year from the date of shipment to Buyer for equipment and ninety (90) days for all other products (the "Warranty Period"). During the Warranty Period, Seller agrees, in its sole discretion, to repair or replace, Products and/or provide additional parts or services as reasonably necessary to cause the same to perform in substantial conformance with said published specifications; provided that Buyer shall (a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with service data and /or a Return Material Authorization ("RMA"), which may include biohazard decontamination procedures and other product-specific handling instructions, then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become

the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions of the Seller's Terms and Conditions of Sale. Consumables are expressly excluded from this warranty. If Seller elects to repair defective device instruments, Seller may, in its sole discretion, provide a replacement loaner instrument to Buyer as necessary for use while the instruments are being repaired. Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier. In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Buyer, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this Warranty shall pay Seller therefor at Seller's then prevailing time and materials rates.

ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS. THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT TO REPAIR OR REPLACE A DEFECTIVE PRODUCT SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

9. INDEMNIFICATION

9.1. By Seller. Seller agrees to indemnify, defend and save Buyer, its officer, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorney's fees) ("Indemnified Items") for (i) injury to or death of persons or damage to property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of services at Buyer's premises under this Agreement and (ii) claims that a Product infringes any valid United States patent, copyright or trade secret; provided, however, Seller shall have no liability under this Section to the extent any such Indemnified Items are caused by either (i) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (ii) by any third party, (iii) use of a Product in combination with equipment or software not supplied by Seller where the Product would not itself be infringing, (iv) compliance with Buyer's designs, specifications or instructions, (v) use of the Product in an application or environment for which it was not designed or (vi) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer shall provide Seller prompt written notice of any third party claim covered by Seller's indemnification obligations hereunder. Seller shall have the right to assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section.

Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR THE CLAIMS DESCRIBED HEREIN.

9.2. By Buyer. Buyer shall indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval

10. SOFTWARE. With respect to any software products incorporated in or forming a part of the Products hereunder, Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in software products provided hereunder. Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software provided hereunder solely for Buyer's own internal business purposes on the hardware products provided hereunder and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the hardware products provided hereunder ceases, unless earlier terminated as provided herein. Buyer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Seller's prior written consent. Seller will be entitled to terminate this license if Buyer fails to comply with any term or condition herein. Buyer agrees, upon termination of this license, immediately to return to Seller all software products and related documentation provided hereunder and all copies and portions thereof

11. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH SHALL BE AS PROVIDED UNDER SECTION 8 ABOVE)) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THEREFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) GIVING RISE TO SUCH LIABILITY OR (B)

ONE MILLION DOLLARS (\$1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT

12. EXPORT RESTRICTIONS. Buyer acknowledges that each Product and any related software and technology, including technical information supplied by Seller or contained in documents (collectively "Items"), is subject to export controls of the U.S. government. The export controls may include, but are not limited to, those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the United States and their re-export from other countries. Buyer shall comply with the EAR and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. Buyer shall not, without first obtaining the required license to do so from the appropriate U.S. government agency; (i) export or re-export any Item, or (ii) export, re-export, distribute or supply any Item to any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the U.S. government. Buyer shall, if requested by Seller, provide information on the end user and end use of any Item exported by the Buyer or to be exported by the Buyer. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, or agents

13. HAZARDOUS MATERIALS. Some Products may require special packaging, labeling, marking and handling. Carriers may add additional freight charges for the handling or transporting of these materials. The consolidating of such material with other Products may be prohibited. Additional freight charges will be billed per Seller's shipping terms. Be sure to advise Seller of shipping instructions for these hazardous materials to reduce your freight costs

14. MISCELLANEOUS. (a) Buyer may not delegate any duties nor assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Seller's manufacturing location, without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the county and state of Seller's manufacturing location, in any action arising out of or relating to this Agreement. (c) Both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. (e) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (f) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (g) Unless otherwise expressly stated on the Product or in the documentation accompanying the Product, the Product is intended for non-clinical, non-diagnostic, non-therapeutic use only and is not to be used for any other purpose, including without limitation, unauthorized commercial uses, in vitro diagnostic uses, ex vivo or in vivo therapeutic uses, or any type of consumption by or application to humans or animals. (h) Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. Buyer agrees to (1) keep such information confidential and not disclose such information to any third party, and (2) use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (i) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other (j) Seller hereby rejects and disclaims any rights of Buyer contained, or obligations imposed upon Seller, in any document provided, referenced or otherwise submitted by Buyer, in each case, that Seller has not expressly included in these [terms and conditions] or a writing manually executed by Seller (including, without limitation, any rights of Buyer in respect of designs, specifications, source code or intellectual property, owned, created, developed or licensed, by Seller; any rights to items or services not specifically identified in Seller's quotation; any audit rights or financial offset rights of Buyer; any penalties or liquidated damages imposed upon Seller; any obligation by Seller to comply with Health Insurance Portability and Accountability Act of 1996 (as amended), Current Good Manufacturing Practice regulations (as amended), the requirements, as amended, of the Customs-Trade Partnership Against Terrorism or any code of conduct, quality program, information security program, background or drug screening program or other guidelines, programs or policies, in each case, promulgated or required by Buyer; any obligation that Seller comply with any law that, under law, would not otherwise apply to Seller in respect of the transaction(s) contemplated hereby; any right of Buyer to withhold all, or any portion, of the purchase price of any products or services provided hereunder for any period of time; any right of Buyer, itself or through any third party, to remediate any defects in, replace or re-perform, any products or services provided hereunder at Seller's cost or expense; any obligation of Seller to waive, or require its insurers to waive, any rights of subrogation; any obligation of Seller that would impair, restrict or prohibit Seller's ability to freely conduct any business with any person or in any geography or market; any early-payment, or other, discount; any obligation of Seller to maintain a supply of spares, or otherwise make any services available, for any particular period of time; any representation, warranty or other obligation of Seller to provide pricing comparable to, or more favorable than, the pricing that Seller provides to others; any restriction of, or prohibition on, Seller's ability to modify, change or discontinue any of its products, processes or services; or any waiver by Seller of any right to enforce any of the terms hereof).

15. SOFTWARE-AS-A-SERVICE TRANSACTIONS. IF YOU ARE PURCHASING ANY PRODUCTS PROVIDED BY SELLER HEREUNDER AND DESCRIBED IN THE RELEVANT QUOTATION OR PURCHASE ORDER AS A SUBSCRIPTION TO ANY THERMO FISHER SOFTWARE-AS-A-SERVICE OFFERING (ANY SUCH PRODUCT, HEREINAFTER, A "SUBSCRIPTION"), THEN IN RESPECT OF SUCH SUBSCRIPTION(S) ONLY

(a) The following terms and conditions of this Agreement shall not apply: Sections 6-7, 9.1, and 13.

(b) The following terms and conditions of this Agreement shall be modified as set forth below:

(i) Section 5 shall be replaced in its entirety with the following:

5. CANCELLATION OR CHANGES BY BUYER. Seller reserves the right to suspend or terminate the Buyer's Subscription(s), in whole or in part, if Buyer fails to make any payment to Seller when due, otherwise fails to perform its obligations hereunder, or fails to comply with the Seller's Terms of Use agreement agreed to by Buyer and governing Buyer's use of the Subscription(s), as in effect from time to time (the "Terms of Use"). Seller will not be liable for any loss or damage resulting from any delay in activation of the Subscription(s) or failure to activate the Subscription(s) which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the activation of the Subscription(s) within a reasonable period of time, and Buyer will not be entitled to refuse payment or otherwise be relieved of any obligations as the result of such delay. Orders in process may be canceled only with Seller's written consent and upon

payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as an appropriate adjustment in the purchase price therefor.

(ii) Section 8 shall be replaced in its entirety with the following:

8. WARRANTY. BUYER AGREES AND ACKNOWLEDGES THAT THE SUBSCRIPTIONS ARE SOLD "AS-IS", WITH NO WARRANTIES EXPRESSED OR IMPLIED. SELLER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, ORAL OR WRITTEN, WITH RESPECT TO THE SUBSCRIPTIONS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

(iii) Section 10 shall be replaced in its entirety with the following:

10. SOFTWARE. This Agreement shall not be construed to grant to Buyer any patent license, know-how license or any other rights except as specifically provided herein. Buyer agrees and acknowledges that, by virtue of its purchase of the Subscriptions hereunder, it does not acquire any intellectual property rights (whether by license, assignment, or otherwise) of Seller, including without limitation any rights to the Subscriptions or related software or hardware systems (except for the limited right to use the Subscription subject to the terms and conditions set forth herein). Buyer shall not reverse engineer or copy the design, algorithms, or code, or any components thereof, of any information related to the Subscriptions for any purpose.

(iv) In Section 11, the language "ONE MILLION DOLLARS (\$1,000,000)" shall be replaced with "TEN THOUSAND DOLLARS (\$10,000)".

(c) The following additional terms and conditions shall apply

TERMS OF USE. Buyer hereby acknowledges and agrees that it shall comply with all terms and conditions of the Terms of Use, and that Buyer's use of the Subscription in violation of any such terms and/or conditions shall entitle Seller, without prejudice to any other remedies that may be available to Seller at law or in equity, to terminate Buyer's use of the Subscription(s) effective immediately. Buyer further agrees and acknowledges that it shall not be entitled to any refund of any portion of the purchase price paid in respect of Subscription(s) cancelled by Seller pursuant to Seller's rights under this Section and/or the Terms of Use. Buyer's rights to use these Subscription will begin upon Seller's transmission to Buyer of Subscription link and end 12 months from this date unless otherwise terminated by Seller. In the event of any conflict between this Agreement and the Terms of Use, the Terms of Use shall control.