



**City Council Meeting Agenda**  
**Monday, July 3, 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** – Mayor Dawson – Council Chambers
- B. PRAYER & PLEDGE OF ALLEGIANCE**
- C. ROLL CALL**
- D. SERVICE AWARDS**
  - 1. Cory Rettke – Driver/Engineer – Fire Department – 15 years of service
  - 2. Nicole Rugen – PC Network Support – IT – 10 years of service
  - 3. Neal Harman – Building Insp./NBHD Services – Community Development – 10 years of service
  - 4. Tony Turner – Firefighter – Fire Department – 5 years of service
  - 5. Aleksey Razumovsky – Firefighter – Fire Department – 5 years of service
  - 6. Steven Lamb – Firefighter – Fire Department – 5 years of Service
- E. RETIREMENT AWARDS**
  - 1. Robert Lawson – Lab Tech – Water Pollution Control – 35 years of service
- F. SPECIAL AWARDS** - None
- I. APPROVAL OF PREVIOUS SESSION MINUTES**
  - A.** Council Meeting – June 19, 2023
- II. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES** – None
- III. ROLL CALL OF STANDING COMMITTEES**
  - A. COMMUNITY DEVELOPMENT** – Chairwoman Rhiannon Foster; Vice Chairwoman Tina Boggess
    - 1. Presentation:** Lodging Ordinance (Devin Lake Presenter)
    - 2. Approving and Annexing property** – Clover Dell Park
      - Council Discussion led by Chairwoman Foster
      - O** Call for Ordinance of the City of Sedalia, Missouri, Approving and Annexing an unincorporated area owned by City of Sedalia into the City of Sedalia, Missouri, adjacent and contiguous to existing corporate limits of said City – Mayor Dawson
    - 3. Budget Amendment** – George R. Smith College Historical Marker – Benches and Parking
      - Council Discussion led by Chairwoman Foster
      - 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 Capital Improvements George R. Smith College Historical Marker – Mayor Dawson

**B. PUBLIC WORKS** – Chairman Thomas Oldham; Vice Chairman Chris Marshall

**1. Presentation** – Water and Wastewater Rate Study

**2. Annexation & Utility Services Agreement** – Ralph W. and Carol A. Craig – Connection to Water Distribution System – Property located at 27833 Highway U

Council Discussion led by Chairman Oldham

○ Call for Ordinance Authorizing an Annexation and Utility Services Agreement for connection to the City of Sedalia’s Water Distribution System – Mayor Dawson

**3. Permanent and Temporary Easements – Storm Drainage Improvements – Project Areas 2,8,13 and 14**

Council Discussion led by Chairman Oldham

○ Call for Ordinance Accepting Temporary Construction Easements relating to storm drainage improvements, Project Area 2 – Mayor Dawson

○ Call for Ordinance Accepting permanent and temporary Construction Easements relating to storm drainage improvements, Project Area 8 – Mayor Dawson

○ Call for Ordinance Accepting permanent Construction Easement relating to storm drainage improvements, Project Area 13 – Mayor Dawson

○ Call for Ordinance Accepting temporary Construction Easements relating to storm drainage improvements, Project Area 14 – Mayor Dawson

**4. Budget Amendment and Agreement – Rehabilitation Well #11 – Flynn Drilling Co. - \$79,847.00**

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

○ Call for Ordinance Amending the Budget for the Fiscal Year 2023-2024 regarding water well No. 11 rehab – Mayor Dawson

○ Call for Ordinance Authorizing an agreement for rehabilitation services at water well number 11 – Mayor Dawson

**5. Water Division Chemicals – Hawkins, Inc., \$84,400.00; Brenntag Mid-South, \$29,187.20**

Council Discussion led by Chairman Oldham

○ Call for Ordinance Approving and Accepting a bid and agreement for the purchase of Sodium Hypochlorite to be utilized by the Sedalia Water Department – Mayor Dawson

○ Call for Ordinance Approving and Accepting bids and agreements for the purchase of Ammonium Hydroxide and Hydrofluosilicic Acid to be utilized by the Sedalia Water Department – Mayor Dawson

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

**1. Fire Code Amendment – Section 24-26**

Council Discussion led by Chairman Robinson

○ Call for Ordinance Amending section 24-26 of the Code of the City of Sedalia, Missouri, by adding section 13 regarding surfaces to adopted Fire codes – Mayor Dawson

2. Quote – Body Worn Cameras – Turn-Key Mobile - \$90,024.00

Council Discussion led by Chairman Robinson

- Call for Ordinance Approving and Accepting a quote for Body Worn Cameras for the Sedalia Police Department – Mayor Dawson

D. **FINANCE / ADMINISTRATION** – Chairman Chris Marshall; Vice Chairman Jack Robinson

1. Budget Amendment – Pioneer Trails Regional Planning Commission Dues

Council Discussion led by Chairman Marshall

- 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

- Call for Ordinance Amending the Budget for the Fiscal Year 2023-2024 regarding Pioneer Trails Regional Planning Commission dues renewal – Mayor Dawson

2. Budget Amendment – Finance Department Staffing – Impact \$35,363.49

Council Discussion led by Chairman Marshall

- 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

- Call for Ordinance Amending the Budget for the Fiscal Year 2023-2024 regarding Finance Department Staffing – Mayor Dawson

IV. **OTHER BUSINESS**

A. **APPOINTMENTS** - None

B. **LIQUOR LICENSES**

New:

- \*Samuel Gomez dba Taqueria Santa Cruz, LLC, 1629 West Main, Liquor by the drink & Sunday Sales - \$750.00

Renewals:

- \*Mary Jane Stewart dba American Legion Post #642, 2016 West Main, Liquor by the drink - \$450.00
- \*Honor Villalobos dba Kehdes BBQ of Sedalia, LLC, 1915 South Limit, Liquor by the drink, Sunday Sales & Beer & Wine – \$825.00
- \*Brad Wikstrom dba Craft Beer Cellar, 700 South Ohio, Liquor by the drink & Sidewalk Liquor consumption - \$500.00
- \*Kristina Moore dba Casey’s General Store #3257, 3050 South Limit, Packaged Liquor & Sunday Sales – \$450.00
- \*Dianna Greene dba Little Big Horn, 150 South Limit, Suite 100, Beer & Wine - \$75.00
- \*Crystal Sims dba Woods Supermarket, Inc., 701 East Broadway, Packaged Liquor & Sunday Sales - \$450.00
- \*Crystal Sims dba Woods Supermarket, Inc., 1400 South Limit, Packaged Liquor, Sunday Sales & Taste Testing - \$487.50

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

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

If this is the **first time** you have joined a GoToMeeting you will be asked to identify yourself. Please fill in this information. If you would like, and we suggest you do, go ahead and set your preferences to make it easier to join next time. If you are new to GoToMeeting? We suggest to get the app through the following link:

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

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

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

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

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

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

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

United States (Toll Free): 1 866 899 4679

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



# OFFICE OF THE CITY ADMINISTRATOR

To: Honorable Mayor Andrew L. Dawson & City Council Members  
From: Kelvin Shaw, City Administrator *KS*  
Re: Agenda items for City Council meeting on Monday, July 3, 2023, 6:30 p.m.

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

1. Chief Building Official Lake, with input from Chief Wirt and Chief Irwin, will provide an update on the lodging code that Council passed in September of 2021.
2. At the last meeting, a public hearing was held to hear comments about the appropriateness of an annexation petition for Clover Dell Park. 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.
3. Council approved the designation of a historical landmark site to commemorate the location of the George R. Smith College last December. Staff has obtained a marker and designed a park like setting with benches and parking to appropriately display such marker explaining the significance of this site. The work can be performed internally with the costs of materials estimated to be \$4,650.00. Staff recommends approval of a budget amendment to appropriate the funding for this project.

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

1. As part of the master planning efforts conducted by Burns & McDonnell, they conducted rate studies for the Water and Wastewater Utilities. They will provide an overview of their findings and recommendations.
2. For the last few years, the City has required any properties outside the City limits that wanted to hook up to City Water and / or Sewer that they would have to agree to annex at such time the property becomes contiguous. Ralph and Carol Craig own property at 27833 Highway U and wish to connect to the City water utilities. Therefore, staff has negotiated an annexation agreement and recommends approval.
3. As discussed during the strategic planning and budgeting process, the City had an engineer put together a master plan for stormwater improvements several years ago. The City has been allocating funding each year based upon the overall priorities set by Council through this annual process. We were successful in obtaining a \$2.7M grant to accelerate and complete several of these projects with a one to one matching requirement. During the strategic planning meeting, Council ranked this project second out of twenty-one identified priorities for the capital improvements fund. Thereby, included in the current budget are the next four projects on the list. In order to complete these projects, we need to obtain easements. Staff recommends approval and acceptance of the easements negotiated so far to proceed with the construction phase of these projects.

4. One of the wells that supplies raw water to the treatment plant has had a pump failure and needs replaced. Staff requested bids and received three, with the low bid being \$79,847 from Flynn Drilling Co. This company has performed similar work for the City in the past and we have found their work to be of acceptable quality. During the budgeting process \$75,000 was appropriated for engineering to improve the flow from this or another well. The model of pump included in the bid will provide additional output with the same horsepower. Also, the bid included setting the pump deeper than it currently is. By getting the upgrade in this way, engineered plans are not required for approval of this project. Therefore, if we reallocate the funds from engineering to the cost of the repair and upgrade, this would leave us only \$4,847 short of covering the total project. Staff recommends adjusting the budget to move and increase funding accordingly.
5. The Water Department uses a combination of chemicals in the treatment of drinking water. The procurement of these chemicals was last bid out in 2018 and all opportunities for extensions have since expired. Therefore, staff sought new bids and received two sets of bids. The low bid for Sodium Hypochlorite was from Hawkins Inc., and the low bids for Hydrofluosilicic Acid and Ammonium Hydroxide were from Brenntag Mid-South Inc. Staff recommends award to the low bidder for each chemical.

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

1. As is customary for Cities, the City has adopted the international fire code by reference, rather than going to the arduous task of spelling out each applicable regulation. This code refers often to the Authority Having Jurisdiction (AHJ) being in the position to interpret such code and to make it fit in the specific circumstances it is being applied to. One such area of the code that has come under scrutiny over the years and particularly recently, is in regard to the need for fire access roads to include the surfacing of them. Specifically, 503.2.3 of the 2015 International Fire Code states, "Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all-weather driving capabilities." Recently, Fire Chief's interpretation and application of this code has been brought into question and direct appeals have been made to Council Members individually and collectively. While these recent instances were resolved to the satisfaction of all, there were at times inconsistent direction or opinions shared by various Council members. Since the legislative and policymaking responsibilities rest in Council as a body as a whole, and there appeared to be some differences in individual opinions on this issue, staff is bringing this to light for debate and resolution. Fire Chief Irwin has laid out his recommendation very well in the attached memo, and I encourage careful consideration of his professional opinion along with the reasoning behind it as stated in the memo. Further, staff has prepared an ordinance for your consideration that follows this recommendation. I encourage all of Council to vigorously debate and consider carefully how you want to direct staff to proceed in the future.
2. Included in Chief Wirt's strategic plan was the replacement and upgrade of the body worn cameras. The current cameras are beyond their expected useful life and we are experiencing failures. Likewise, as with most equipment such as this, technological advances make it advantageous to replace all cameras at the same time to realize system wide improvements. Council ranked this as the number one priority in the general fund during the strategic plan-

ning session and \$91,356 was appropriated in the current budget. Turnkey Mobile and I-PRO have provided a proposal under a cooperative purchasing program that meets our procurement policies at a cost of \$90,024 and staff recommends approval.

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

1. During the budgeting process, there was significant debate regarding the cost versus benefit of the dues paid to the Pioneer Trails Regional Planning Commission (PTRPC). After such debate, Council voted to remove these dues from the appropriation. After the work session, the Chair of the PTRPC, County Commissioner Israel Baeza, contacted staff and Council Members asking for reconsideration. During the next work session, the Executive Director, Norman Lucas made a presentation to Council and requested Council to reconsider including this funding in the budget. Staff recommended and Council ultimately concurred that since the dues were already paid up through June that we would wait and consider a budget amendment at this time. Since then, Mr. Lucas was helpful in securing our ability to continue to be qualified to receive Housing and Urban Development (HUD) funding. Also, Mayor Dawson and staff have continued to press for more of a voice in the transportation advisory committee of this organization. Staff recommends appropriating the funds to continue this membership while we continue to work within the organization to increase its benefit to Sedalia.
2. During the last fiscal year, we had a long-term employee in finance retire while we also were going through a transition in the Director position. The retired employee agreed to work on a part time basis on specific projects to help us through the transition. Also, we continued to use an outside firm to provide assistance to us in performing bank reconciliations. This facilitated being able to get our new Finance Director, Jessica Pyle, up to speed and then allow her to assess the proper staffing structure of the department going forward. She now recommends that we reassign some duties of one of the current employees, bring in another entry-level position, and absorb the functions of the transitional part-time employee and the consulting work. Over the long run, this will result in a net reduction in total costs however, there will be overlap for this fiscal year in getting the new person hired and trained, as well as, training the current staff on the other duties they will absorb. Therefore, staff recommends a budget amendment to cover this overlap and training of \$35,363.49.

SERVICE AWARDS  
JUNE, 2023

15 Year Service Award:

Cory Rettke	Fire	Driver/Engineer	6-16-08
-------------	------	-----------------	---------

10 Year Service Award:

Nicole Rugen	IT	PC Network Supp.	6-5-13
Neal Harman	Community Dev.	Bldg. Insp./NBHD Serv.	6-17-13

5 Year Service Award:

Tony Turner	Fire	Firefighter	6-3-18
Aleksey Razumovsky	Fire	Firefighter	6-3-18
Steven Lamb	Fire	Firefighter	6-3-18





CITY OF SEDALIA, MISSOURI
CITY COUNCIL MEETING
JUNE 19, 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, June 19, 2023 at 6:30 p.m. at the Municipal Building in the Council Chambers with Mayor Andrew L. Dawson presiding.

ROLL CALL:

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

Public Hearing: Annexation Petition - Clover Dell Park

Mayor Dawson opened the public hearing at 6:35 p.m. The purpose of the public hearing is to allow comments regarding the annexation of properties located at 5257 32nd Street Road and 32nd Street Road commonly known as Clover Dell Park.

Bruce Gabriel, 3425 West 32nd Street, inquired about plans to change 32nd Street. City Administrator Kelvin Shaw stated that the County has applied for grant funds to widen the road, however, the status is unknown.

Legal descriptions for the properties are as follows:

5257 32ND STREET ROAD

A TRACT OF LAND DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF SECTION 13, TOWNSHIP 45 NORTH, RANGE 22 WEST OF THE FIFTH PRINCIPAL MERIDIAN, NEAR THE MIDDLE OF A CONCRETE CULVERT, SUCH POINT BEING 23.35 CHAINS WEST OF THE NORTHEAST CORNER OF SAID SECTION 13; THENCE WEST ALONG SAID SECTION LINE, 34.8 CHAINS TO A STAKE; THENCE SOUTH 40.12 CHAINS TO A STONE; THENCE EAST THROUGH THE CENTER OF SAID SECTION 13 A DISTANCE OF 30.45 CHAINS TO THE WEST LINE OF THE RIGHT-OF-WAY OF THE MISSOURI-KANSAS- TEXAS RAILROAD COMPANY; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE WEST LINE OF SAID RAILROAD RIGHT-OF-WAY, TO THE EAST LINE OF SAID SECTION 13; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 13, TO A POINT 5 CHAINS SOUTH OF THE NORTHEAST CORNER OF SAID SECTION; THENCE WEST APPROXIMATELY 21.50 CHAINS, TO A FENCE CORNER POST ON THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO MRS. E.B. READ BY WARRANTY DEED RECORDED IN BOOK 284 AT PAGE 410 OF THE RECORDS OF THE PETTIS COUNTY, MISSOURI; THENCE NORTH 20 DEGREES 30 MINUTES WEST 5.35 CHAINS TO THE POINT OF BEGINNING.

EXCEPT, BEGINNING AT A POINT ON THE NORTH LINE OF SECTION 13, TOWNSHIP 45 NORTH, RANGE 22 WEST PETTIS COUNTY, MISSOURI, 1531.79 FEET WEST OF THE NORTHEAST CORNER OF SAID SECTION 13, SAID POINT BEING NEAR THE MIDDLE OF A CONCRETE CULVERT AS REFERENCED TO IN BOOK 48, PAGE 93, AND THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 142, PAGE 460; THENCE NORTH 89 DEGREES 38 MINUTES AND 20 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 13, 708.91 FEET; THENCE SOUTH 00 DEGREES 26 MINUTES 20 SECONDS EAST, 704.01 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES EAST, 927.13 FEET; THENCE NORTH 00 DEGREES 56 MINUTES 40 SECONDS EAST, 396.12 FEET TO THE SOUTH LINE OF SAID TRACT DESCRIBED IN BOOK 142, PAGE 460; THENCE NORTH 89 DEGREES 30 MINUTES 30

SECONDS WEST, ALONG THE SOUTH LINE OF SAID TRACT, 117.71 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 18 DEGREES 53 MINUTES 40 SECONDS WEST, ALONG THE WEST LINE OF SAID TRACT DESCRIBED IN BOOK 142, PAGE 460, 346.17 FEET TO THE POINT OF BEGINNING

**32ND STREET ROAD**

BEGINNING AT THE NORTHEAST CORNER OF SECTION THIRTEEN (13) IN TOWNSHIP FORTY-FIVE (45) NORTH, OF RANGE TWENTY-TWO (22) WEST OF THE FIFTH PRINCIPAL MERIDIAN, RUNNING THENCE WEST TWENTY-THREE AND THIRTY-FIVE HUNDREDTHS (23.35) CHAINS THENCE SOUTH 20° 30' EAST, FIVE AND THIRTY-FIVE (5.35) CHAINS TO A STAKE, THENCE EAST TWENTY-ONE AND FIFTY HUNDREDTHS (21.50) CHAINS TO A STAKE IN THE HEDGE, THENCE NORTH FIVE (5.00) CHAINS TO THE PLACE OF BEGINNING.

ALSO A STRIP OF GROUND LYING BETWEEN THE FOREGOING TRACT AND THE HIGHWAY NORTH THEREOF EXTENDING NEARLY THE WHOLE EXTENT OF THE ABOVE TRACT AND EMBRACING ABOUT .89 OF AN ACRE AND LYING IN SECTION TWELVE (12) IN TOWNSHIP FORTY FIVE (45) NORTH OF RANGE TWENTY TWO (22) WEST OF THE FIFTH PRINCIPAL MERIDIAN; ALL IN THE COUNTY OF PETTIS AND STATE OF MISSOURI;

LESS AND EXCEPT THE FOLLOWING: BEGINNING AT A POINT ON THE NORTH LINE OF SECTION 13, TOWNSHIP 45 NORTH, RANGE 22 WEST, PETTIS COUNTY, MISSOURI, 1531.79 FEET WEST OF THE NORTHEAST CORNER OF SAID SECTION 13, SAID POINT BEING NEAR THE MIDDLE OF A CONCRETE CULVERT AS REFERENCED TO IN BOOK 48, PAGE 93 AND THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 142, PAGE 460; THENCE SOUTH 18°53'40" EAST ALONG THE WEST LINE OF SAID TRACT DESCRIBED IN BOOK 142, PAGE 460, 346.17 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°30'30" EAST ALONG THE SOUTH LINE OF SAID TRACT, 369.84 FEET; THENCE NORTH 00°54'30" EAST, 358.98 FEET TO THE NORTH LINE OF A 0.89 ACRE STRIP OF GROUND AS DESCRIBED IN SAID BOOK 142, PAGE 460; THENCE SOUTH 88°58'50" WEST ALONG THE NORTH LINE OF SAID 0.89 ACRE STRIP, 210.80 FEET; THENCE CONTINUING ALONG SAID NORTH LINE SOUTH 84°29'20" WEST, 256.53 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 13; THENCE NORTH 89°38'20" WEST ALONG THE NORTH LINE OF SAID SECTION 13, 21.50 FEET TO THE POINT OF BEGINNING.

With no further comments, the public hearing closed at 6:40 p.m.

**Presentation: United Way – Introduction of New Director and Initiatives In and Around Sedalia**

Rachelle Simon, Executive Director of Sedalia-Pettis County United Way, introduced herself and presented initiatives in and around Sedalia. United Way was established in 1963 as the United Fund and was reorganized in 1974 and became a member of United Way Worldwide. 99% of donations stay in Pettis County and 1% goes toward dues for United Way Worldwide.

United Way is operated by a Board of Directors consisting of 6 voting members and a President appointee. The Executive Director position is the only full-time position. One of their large items is community partner organizations that give money, time and resources to assist United Way in doing things in the community. Ms. Simon stated that they have three major areas of impact that they focus on in Pettis County: education, health and financial stability. United Way funds the Dolly Parton Imagination Library by contributing \$27-29 a year per child that are under the age of 5. The second is the 2-1-1 program for resources. They also have a free prescription discount card program. Financial stability includes Funded Partner Programs that assist individuals who are struggling financially. The Day of Action was held last Saturday, June 17, 2023, and there were over 250 volunteers on 20 teams working on 15 projects. Ten sponsors participated and donated food, building materials and time to assist with projects.

**RETIREMENT/SPECIAL/SERVICE AWARDS:** None

MINUTES: Councilwoman Foster stated that the June 5, 2023, minutes need to be amended to reflect a correction on Page 6 under Community Development. She is listed as Chair and Vice-Chair and it needs to be changed to read Tina Boggess as Vice-Chair. The Council Meeting minutes of June 5, 2023 were approved as amended on motion by Foster, seconded by Oldham. All present in favor. Boggess was absent.

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES:

\*The Traffic Advisory Commission minutes dated April 12, 2023 were accepted on motion by Oldham, seconded by Robinson. All present in favor. Boggess was absent.

\*The Planning & Zoning Commission minutes dated May 3, 2023 were accepted on motion by Oldham, seconded by Marshall. All present in favor. Boggess was absent.

ROLL CALL OF STANDING COMMITTEES:

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

**Financial Update:** Jessica Pyle, Finance Director, stated Sales and Tax Use is up \$278,000.00 or 6.7%. Franchise tax is higher due to the Charter Communications settlement. Transportation tax is higher due to gasoline tax, although for the current month gasoline tax has dropped. Property tax payments are collected in December and January.

**COMMUNITY DEVELOPMENT** – Rhiannon Foster, Chairwoman; Tina Boggess, Vice Chairwoman

➤ A Public Hearing was held June 5, 2023, regarding the annexation of property owned by Vyacheslav Kolesnik known as Lot 32 of the Gables, phase 2. With no comments received, the land can now be annexed into the City.

BILL NO. 2023-106, ORDINANCE NO. 11824 – AN ORDINANCE OF THE CITY OF SEDALIA, MISSOURI, APPROVING AND ANNEXING AN UNINCORPORATED AREA OWNED BY VYACHESLAV KOLESNIK INTO THE CITY OF SEDALIA, MISSOURI, ADJACENT AND CONTIGUOUS TO EXISTING CORPORATE LIMITS OF SAID CITY was read once by title.

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

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

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

➤ A Public Hearing was held June 5, 2023, regarding the annexation of property owned by Eugene Limanskiy known as Lot 33 of the Gables, phase 2. With no comments received, the land can now be annexed into the City.

BILL NO. 2023-107, ORDINANCE NO. 11825 – AN ORDINANCE OF THE CITY OF SEDALIA, MISSOURI, APPROVING AND ANNEXING AN UNINCORPORATED AREA OWNED BY EUGENE LIMANSKIY INTO THE CITY OF SEDALIA, MISSOURI, ADJACENT AND CONTIGUOUS TO EXISTING CORPORATE LIMITS OF SAID CITY was read once by title.

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

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

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

➤ The property at 101 South Washington is currently zoned M-1 (Light Industrial) and the owners have requested to rezone the property to M-2 (Heavy Industrial) for a salvage business.

BILL NO. 2023-108, ORDINANCE NO. 11826 – AN ORDINANCE GRANTING A CHANGE IN ZONING CLASSIFICATION FROM M-1 (LIGHT INDUSTRIAL) TO M-2 (HEAVY INDUSTRIAL) ON CERTAIN PROPERTY

LOCATED AT 101 SOUTH WASHINGTON, 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.  
2<sup>nd</sup> Reading – Motion by Oldham, 2<sup>nd</sup> by Marshall. All present in favor. Boggess was absent.  
Final Passage – Motion by Oldham, 2<sup>nd</sup> by Marshall. All present in favor. Boggess was absent.  
Roll Call Vote: Voting “Yes” were Oldham, Marshall, Hiller, Cross and Foster. Voting “No” were Robinson and Bloess. Boggess was absent.

- The building at 904 South Harrison was deemed a dangerous building and the owners were given a specified amount of time to repair it or demolish the structure. This was not done so staff moved forward with the demolition. The City’s equipment was not sufficient to perform the demolition so bids were sent out. New owners have expressed an interest in rehabilitating the structure and presented a change of circumstances to the Board of Appeals. They were granted an extension to eliminate the dangerous conditions. Staff recommends rejecting all bids.

Motion by Oldham, seconded by Foster to formally reject the bids for the demolition of structure located at 904 South Harrison. All present in favor. Boggess was absent.

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

- The Annexation and Utilities agreement with Joy Lynn and Brian Lee Guymon is to connect property at 6200 Highway Y to the City’s water distribution system.

BILL NO. 2023-109, ORDINANCE NO. 11827 – AN ORDINANCE AUTHORIZING AN ANNEXATION AND UTILITY SERVICES AGREEMENT FOR CONNECTION TO THE CITY OF SEDALIA’S WATER DISTRIBUTION SYSTEM was read once by title.

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

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

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

- The budget amendment is for the Rail Ballast Maintenance project that was not completed last year and to allow funds to be carried over to this Fiscal Year.

RESOLUTION NO. 2029 – 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 Foster. All present in favor. Boggess was absent.

BILL NO. 2023-110, ORDINANCE NO. 11828 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2023-2024 REGARDING RAIL BALLAST MAINTENANCE was read once by title.

2<sup>nd</sup> Reading – Motion by Cross, 2<sup>nd</sup> by Foster. All present in favor. Boggess was absent.

Final Passage – Motion by Foster, 2<sup>nd</sup> by Oldham. All present in favor. Boggess was absent.

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

- Change Order #2 from S & A Equipment & Builders is for sidewalk repair/replacement as well as adding an additional sidewalk from the parking lot entrance at Centennial Park across from 1801 South New York on the West side, providing a crosswalk that will connect on the East side of South New York near Parkview Elementary at 1901 South New York. Amount \$3,749.65.

BILL NO. 2023-111, ORDINANCE NO. 11829 – AN ORDINANCE AUTHORIZING CHANGE ORDER NUMBER TWO TO FINALIZE SIDEWALK REPAIRS AND ADD ADDITIONAL SIDEWALK was read once by title.

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

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

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

- The Resolution authorizes staff to apply for a Tree Resource Improvement and Maintenance (TRIM) Grant for re-inventory of trees in City Right-of-Ways and public spaces.

RESOLUTION NO. 2030 – A RESOLUTION AUTHORIZING AN APPLICATION TO ASSESS AND RE-INVENTORY TREES WITHIN THE CITY’S RIGHTS-OF-WAY AND PUBLIC SPACES was read once by title and approved on motion by Cross, seconded by Foster. All present in favor. Boggess was absent.

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

- A request has been made for sale of Fireworks inside City Limits. Fire Chief Matt Irwin clarified that the request was brought forward by him on behalf of a citizen who inquired why the City does not allow the sale of Fireworks inside City Limits. It is against Fire Code to sell or discharge Fireworks inside City Limits. Special Use Permits allow such events as 4<sup>th</sup> of July at the Fairgrounds and the Thanksgiving Downtown celebration.

Motion by Oldham, seconded by Cross to amend City Code to allow for the sale of fireworks inside City Limits. Roll Call Vote: Voting “Yes” were Oldham and Cross. Voting “No” were Robinson, Marshall, Hiller, Foster and Bloess. Boggess was absent. Motion Failed.

**APPOINTMENTS:** The following appointments/reappointments were read and approved on motion by Oldham, seconded by Robinson. All present in favor except Marshall who abstained on his appointment to the Sedalia Redevelopment Corporation. Marshall voted in favor of approving all other appointments. Boggess was absent.

**Animal Advisory Control Board**

Reappoint – Sue Heckart – 3 Year Term Expiring June 2026

**Board of Appeals**

Reappoint – Rob Rollings – 5 Year Term Expiring June 2028

**Bothwell Regional Health Center Board of Trustees**

Reappoint – Deidre Esquivel – Four Year Term Expiring June 2027

Reappoint – Dr. Gregory Doak – Four Year Term Expiring June 2027

**Citizens Traffic Advisory Commission**

Reappoint – Byron Matson – 3 Year Term Expiring June 2026

Reappoint – Deidre Esquivel – 3 Year Term Expiring June 2026

**Housing Authority Board of Directors**

Appoint – Larry Parham – Replacing John Kehde – 4 Year Term Expiring June 2027

Reappoint – Kathrine Briscoe – 4 Year Term Expiring June 2027

**Park Board**

Reappoint – Jerry Case – 3 Year Term Expiring June 2026

Reappoint – Sydni Herrick – 3 Year Term Expiring June 2026

Reappoint – Megan Simon – 3 Year Term Expiring June 2026

**Planning & Zoning Commission**

Reappoint – Rhonda Ahern – 4 Year Term Expiring June 2027

Reappoint – Jerry Ross – 4 Year Term Expiring June 2027

Reappoint – Tolbert Rowe – 4 Year Term Expiring June 2027

**Public Library Board**

Appoint – Lakin Janke – Replacing Alice Clopton – 3 Year Term – July 1, 2023 to June 30, 2026

Reappoint – Jackie Marshall – 3 Year Term – July 1, 2023 to June 30, 2026

Reappoint – Dana Foster – 3 Year Term – July 1, 2023 to June 30, 2026

**Sedalia Historic Preservation Commission**

Reappoint – William Messerli – 3 Year Term Expiring July 2026

Reappoint – Charles Wise – 3 Year Term Expiring July 2026

**Sedalia Main Streets Board of Directors**

Appoint – Kathy Smith – Replacing Rebecca Imhauser – 3 Year Term Expiring January 2026

Reappoint – Sonny Broyles – 3 Year Term Expiring January 2026

Reappoint – Ebby Norman – 3 Year Term Expiring January 2026

**Sedalia Redevelopment Corporation, Board of Directors**

Reappoint – Chris Marshall – 2 Year Term Expiring November 2024

Reappoint – Lucas Richardson – 2 Year Term Expiring November 2024

Reappoint – Dr. Todd Fraley – 2 Year Term Expiring November 2024

**Tree Board**

Reappoint – Chris Rippey – 3 Year Term Expiring June 2026

Reappoint – Dr. Douglas Kiburz – 3 Year Term Expiring June 2026

**Zoning Board of Adjustment**

Reappoint – Lee Scribner – 5 Year Term Expiring June 2028

**BIDS:** Demolition of Structures: 904 South Harrison – April 10, 2023 (All bids rejected)

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

**New:**

\*Larry R Gafriel dba Ni-Kuni LLC, 2401 W Broadway, Liquor by the Drink & Sunday Sales

**Renewals:**

\*Cathy Geotz dba Break Time #3083, 808 E Broadway, Packaged Liquor

\*Brent E Jones II dba Jiffy Stop Food Mart #591, 1722 W Broadway, Packaged Liquor & Sunday Sales

\*Adriana Thoennes dba Applebee’s Neighborhood Bar & Grill, 3320 W Broadway, Liquor by the Drink & Sunday Sales

\*Jagdish Modi dba Liquor Locker, 513 W Main, Packaged Liquor & Sunday Sales

\*Garrett Volker dba Volker’s Eatery & Pub, 1021 S Limit, Liquor by the Drink & Sunday Sales

**MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:**

City Administrator Kelvin Shaw wished everyone a Happy Juneteenth and expressed his appreciation to United Way and all they do for our Community.

Mayor Dawson commented that there are still vacancies on several Boards and encouraged anyone interested in serving on a board to let him know.

GOOD & WELFARE:

Rene Vance, 19813 Tanglenook Road, representing the Senior Center, stated that their fundraiser is one of the activities going on this weekend. Tickets are available for \$50 and it benefits the meals delivered to homebound Senior Citizens. The event is a dinner and program from 5:00 p.m. to 8:00 p.m. Those being honored at the event are Allen Hawkins, Laretta Emerson and Rhonda Chalfant.

The meeting adjourned at 7:30 p.m. on motion by Oldham, seconded by Foster to a closed-door meeting in the staff conference room pursuant to subsections 1 (Legal Advice), 2 (Real Estate) and 12 (Negotiated Contracts) of Section 610.021 RSMo. Roll Call Vote: Voting "Yes" were Robinson, Oldham, Marshall, Hiller, Cross, Foster and Bloess. No one voted "No". Boggess was absent.

The regular meeting reopened at 8:55 p.m. on motion by Foster, seconded by Oldham. All present in favor. Boggess was absent.

ROLL CALL:

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

BUSINESS RELATED TO CLOSED DOOR MEETING:

BILL NO. 2023-112, ORDINANCE NO. 11830 – AN ORDINANCE APPROVING A SPECIAL WARRANTY DEED FOR THE SALE OF PROPERTY ON SEDALIA ROAD FROM THE CITY OF SEDALIA, MISSOURI TO DAVIS TRUCKING, A MISSOURI LIMITED LIABILITY COMPANY was read once by title.

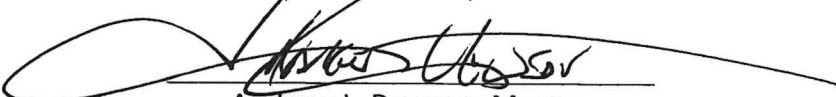
2<sup>nd</sup> Reading – Motion by Oldham, 2<sup>nd</sup> by Foster. All present in favor. Boggess was absent.

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

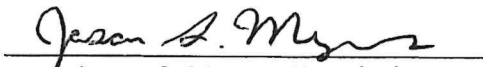
Roll Call Vote: Voting "Yes" were Robinson, Oldham, Marshall, Hiller, Cross, Foster and Bloess. No one voted "No". Boggess was absent.

The regular meeting adjourned at 8:57 p.m. on motion by Oldham, seconded by Robinson. All present in favor. Boggess was absent.

THE CITY OF SEDALIA, MISSOURI



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



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

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

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

**AN ORDINANCE OF THE CITY OF SEDALIA, MISSOURI, APPROVING AND ANNEXING AN UNINCORPORATED AREA OWNED BY THE CITY OF SEDALIA, MISSOURI, 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 May 25, 2023, a petition was submitted to the City Council of Sedalia, Missouri, under the provisions of Section 71.012 RSMo. whereby City of Sedalia 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 19<sup>th</sup> day of June, 2023, after having first given public notice of said public hearing by publication on June 10, 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 R-1 Residential. 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 3<sup>rd</sup> day of July, 2023.

---

Presiding Officer of the Council

Approved by the Mayor of said City this 3<sup>rd</sup> day of July, 2023.

---

Andrew L. Dawson, Mayor

ATTEST:

---

Jason S. Myers  
City Clerk

EXHIBIT A

5257 32<sup>nd</sup> STREET ROAD

A TRACT OF LAND DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF SECTION 13, TOWNSHIP 45 NORTH, RANGE 22 WEST OF THE FIFTH PRINCIPAL MERIDIAN, NEAR THE MIDDLE OF A CONCRETE CULVERT, SUCH POINT BEING 23.35 CHAINS WEST OF THE NORTHEAST CORNER OF SAID SECTION 13; THENCE WEST ALONG SAID SECTION LINE, 34.8 CHAINS TO A STAKE; THENCE SOUTH 40.12 CHAINS TO A STONE; THENCE EAST THROUGH THE CENTER OF SAID SECTION 13 A DISTANCE OF 30.45 CHAINS TO THE WEST LINE OF THE RIGHT-OF-WAY OF THE MISSOURI-KANSAS- TEXAS RAILROAD COMPANY; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE WEST LINE OF SAID RAILROAD RIGHT-OF-WAY, TO THE EAST LINE OF SAID SECTION 13; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 13, TO A POINT 5 CHAINS SOUTH OF THE NORTHEAST CORNER OF SAID SECTION; THENCE WEST APPROXIMATELY 21.50 CHAINS, TO A FENCE CORNER POST ON THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO MRS. E.B. READ BY WARRANTY DEED RECORDED IN BOOK 284 AT PAGE 410 OF THE RECORDS OF THE PETTIS COUNTY, MISSOURI; THENCE NORTH 20 DEGREES 30 MINUTES WEST 5.35 CHAINS TO THE POINT OF BEGINNING.

EXCEPT, BEGINNING AT A POINT ON THE NORTH LINE OF SECTION 13, TOWNSHIP 45 NORTH, RANGE 22 WEST PETTIS COUNTY, MISSOURI, 1531.79 FEET WEST OF THE NORTHEAST CORNER OF SAID SECTION 13, SAID POINT BEING NEAR THE MIDDLE OF A CONCRETE CULVERT AS REFERENCED TO IN BOOK 48, PAGE 93, AND THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 142, PAGE 460; THENCE NORTH 89 DEGREES 38 MINUTES AND 20 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 13, 708.91 FEET; THENCE SOUTH 00 DEGREES 26 MINUTES 20 SECONDS EAST, 704.01 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES EAST, 927.13 FEET; THENCE NORTH 00 DEGREES 56 MINUTES 40 SECONDS EAST, 396.12 FEET TO THE SOUTH LINE OF SAID TRACT DESCRIBED IN BOOK 142, PAGE 460; THENCE NORTH 89 DEGREES 30 MINUTES 30 SECONDS WEST, ALONG THE SOUTH LINE OF SAID TRACT, 117.71 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 18 DEGREES 53 MINUTES 40 SECONDS WEST, ALONG THE WEST LINE OF SAID TRACT DESCRIBED IN BOOK 142, PAGE 460, 346.17 FEET TO THE POINT OF BEGINNING.

32<sup>nd</sup> STREET ROAD

BEGINNING AT THE NORTHEAST CORNER OF SECTION THIRTEEN (13) IN TOWNSHIP FORTY-FIVE (45) NORTH, OF RANGE TWENTY-TWO (22) WEST OF THE FIFTH PRINCIPAL MERIDIAN, RUNNING THENCE WEST TWENTY-THREE AND THIRTY-FIVE HUNDREDTHS (23.35) CHAINS THENCE SOUTH 20° 30' EAST FIVE AND THIRTY- FIVE (5.35) CHAINS TO A STAKE, THENCE EAST TWENTY-ONE AND FIFTY HUNDREDTHS (21.50) CHAINS TO A STAKE IN THE HEDGE, THENCE NORTH FIVE (5.00) CHAINS TO THE PLACE OF BEGINNING.

ALSO A STRIP OF GROUND LYING BETWEEN THE FOREGOING TRACT AND THE HIGHWAY NORTH THEREOF EXTENDING NEARLY THE WHOLE EXTENT OF THE ABOVE TRACT AND EMBRACING ABOUT .89 OF AN ACRE AND LYING IN SECTION TWELVE (12) IN TOWNSHIP FORTY-FIVE (45) NORTH OF RANGE TWENTY-TWO (22) WEST OF THE FIFTH PRINCIPAL MERIDIAN; ALL IN THE COUNTY OF PETTIS AND STATE OF MISSOURI;

LESS AND EXCEPT THE FOLLOWING:

BEGINNING AT A POINT ON THE NORTH LINE OF SECTION 13, TOWNSHIP 45 NORTH, RANGE 22 WEST, PETTIS COUNTY, MISSOURI, 1531.79 FEET WEST OF

THE NORTHEAST CORNER OF SAID SECTION 13, SAID POINT BEING NEAR THE MIDDLE OF A CONCRETE CULVERT AS REFERENCED TO IN BOOK 48, PAGE 93 AND THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 142, PAGE 460; THENCE SOUTH  $18^{\circ}53'40''$  EAST ALONG THE WEST LINE OF SAID TRACT DESCRIBED IN BOOK 142, PAGE 460, 346.17 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH  $89^{\circ}30'30''$  EAST ALONG THE SOUTH LINE OF SAID TRACT, 369.84 FEET; THENCE NORTH  $00^{\circ}54'30''$  EAST, 358.98 FEET TO THE NORTH LINE OF A 0.89 ACRE STRIP OF GROUND AS DESCRIBED IN SAID BOOK 142, PAGE 460; THENCE SOUTH  $88^{\circ}58'50''$  WEST ALONG THE NORTH LINE OF SAID 0.89 ACRE STRIP, 210.80 FEET; THENCE CONTINUING ALONG SAID NORTH LINE SOUTH  $84^{\circ}29'20''$  WEST, 256.53 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 13; THENCE NORTH  $89^{\circ}38'20''$  WEST ALONG THE NORTH LINE OF SAID SECTION 13, 21.50 FEET TO THE POINT OF BEGINNING.

**PETITION FOR ANNEXATION**

COMES NOW: City of Sedalia, doing business in Sedalia, Pettis County, Missouri, hereinafter called "Petitioner", and being first duly sworn on its oath, states the following, to-wit:

- 1. That Petitioner is the owner of all fee interests of record in the tracts of land described on Exhibit A and Exhibit B 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 further requests that the following tract of land described in Exhibit A be zoned R-1 Single Family Residential.
- 3. That Petitioner is authorized to present this verified petition to the City Council of Sedalia, Missouri.

By:     *Kelvin S Shaw*    

Name: Kelvin Shaw

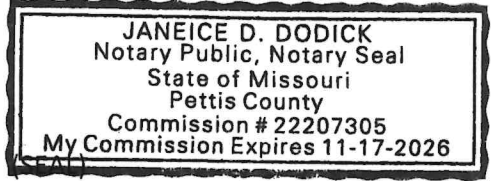
Title: City Administrator

State of Missouri        )  
                                   ) SS  
 County of Pettis        )

On this   25   day of   May  , 2023, before me personally appeared Kelvin Shaw, to me personally known, who being duly sworn, did say that he is Kelvin Shaw, and that the foregoing instrument was signed and sealed on behalf of the City of Sedalia.

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 written above.

    *Janeice D. Dodick*      
 Notary Public



**EXHIBIT A**

5257 32<sup>ND</sup> STREET ROAD

PARCEL ID: 14601300001000

**LEGAL DESCRIPTION**

A TRACT OF LAND DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF SECTION 13, TOWNSHIP 45 NORTH, RANGE 22 WEST OF THE FIFTH PRINCIPAL MERIDIAN, NEAR THE MIDDLE OF A CONCRETE CULVERT, SUCH POINT BEING 23.35 CHAINS WEST OF THE NORTHEAST CORNER OF SAID SECTION 13; THENCE WEST ALONG SAID SECTION LINE, 34.8 CHAINS TO A STAKE; THENCE SOUTH 40.12 CHAINS TO A STONE; THENCE EAST THROUGH THE CENTER OF SAID SECTION 13 A DISTANCE OF 30.45 CHAINS TO THE WEST LINE OF THE RIGHT-OF-WAY OF THE MISSOURI-KANSAS-TEXAS RAILROAD COMPANY; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE WEST LINE OF SAID RAILROAD RIGHT-OF-WAY, TO THE EAST LINE OF SAID SECTION 13; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 13, TO A POINT 5 CHAINS SOUTH OF THE NORTHEAST CORNER OF SAID SECTION; THENCE WEST APPROXIMATELY 21.50 CHAINS, TO A FENCE CORNER POST ON THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO MRS. E.B. READ BY WARRANTY DEED RECORDED IN BOOK 284 AT PAGE 410 OF THE RECORDS OF THE PETTIS COUNTY, MISSOURI; THENCE NORTH 20 DEGREES 30 MINUTES WEST 5.35 CHAINS TO THE POINT OF BEGINNING.

EXCEPT, BEGINNING AT A POINT ON THE NORTH LINE OF SECTION 13, TOWNSHIP 45 NORTH, RANGE 22 WEST, PETTIS COUNTY, MISSOURI, 1531.79 FEET WEST OF THE NORTHEAST CORNER OF SAID SECTION 13, SAID POINT BEING NEAR THE MIDDLE OF A CONCRETE CULVERT AS REFERENCED TO IN BOOK 48, PAGE 93, AND THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 142, PAGE 460; THENCE NORTH 89 DEGREES 38 MINUTES AND 20 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 13, 708.91 FEET; THENCE SOUTH 00 DEGREES 26 MINUTES 20 SECONDS EAST, 704.01 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES EAST, 927.13 FEET; THENCE NORTH 00 DEGREES 56 MINUTES 40 SECONDS EAST, 396.12 FEET TO THE SOUTH LINE OF SAID TRACT DESCRIBED IN BOOK 142, PAGE 460; THENCE NORTH 89 DEGREES 30 MINUTES 30 SECONDS WEST, ALONG THE SOUTH LINE OF SAID TRACT, 117.71 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 18 DEGREES 53 MINUTES 40 SECONDS WEST, ALONG THE WEST LINE OF SAID TRACT DESCRIBED IN BOOK 142, PAGE 460, 346.17 FEET TO THE POINT OF BEGINNING.

**EXHIBIT B**

32<sup>ND</sup> STREET ROAD

PARCEL ID: 146013000002000

**LEGAL DESCRIPTION**

BEGINNING AT THE NORTHEAST CORNER OF SECTION THIRTEEN (13) IN TOWNSHIP FORTY FIVE (45) NORTH, OF RANGE TWENTY TWO (22) WEST OF THE FIFTH PRINCIPAL MERIDIAN, RUNNING THENCE WEST TWENTY THREE AND THIRTY FIVE HUNDREDTHS (23.35) CHAINS THENCE SOUTH 20° 30' EAST, FIVE AND THIRTY-FIVE (5.35) CHAINS TO A STAKE, THENCE EAST TWENTY ONE AND FIFTY HUNDREDTHS (21.50) CHAINS TO A STAKE IN THE HEDGE, THENCE NORTH FIVE (5.00) CHAINS TO THE PLACE OF BEGINNING.

ALSO A STRIP OF GROUND LYING BETWEEN THE FOREGOING TRACT AND THE HIGHWAY NORTH THEREOF EXTENDING NEARLY THE WHOLE EXTENT OF THE ABOVE TRACT AND EMBRACING ABOUT .89 OF AN ACRE AND LYING IN SECTION TWELVE (12) IN TOWNSHIP FORTY FIVE (45) NORTH OF RANGE TWENTY TWO (22) WEST OF THE FIFTH PRINCIPAL MERIDIAN; ALL IN THE COUNTY OF PETTIS AND STATE OF MISSOURI;

LESS AND EXCEPT THE FOLLOWING:

BEGINNING AT A POINT ON THE NORTH LINE OF SECTION 13, TOWNSHIP 45 NORTH, RANGE 22 WEST, PETTIS COUNTY, MISSOURI, 1531.79 FEET WEST OF THE NORTHEAST CORNER OF SAID SECTION 13, SAID POINT BEING NEAR THE MIDDLE OF A CONCRETE CULVERT AS REFERENCED TO IN BOOK 48, PAGE 93 AND THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 142, PAGE 460; THENCE SOUTH 18°53'40" EAST ALONG THE WEST LINE OF SAID TRACT DESCRIBED IN BOOK 142, PAGE 460, 346.17 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°30'30" EAST ALONG THE SOUTH LINE OF SAID TRACT, 369.84 FEET; THENCE NORTH 00°54'30" EAST, 358.98 FEET TO THE NORTH LINE OF A 0.89 ACRE STRIP OF GROUND AS DESCRIBED IN SAID BOOK 142, PAGE 460; THENCE SOUTH 88°58'50" WEST ALONG THE NORTH LINE OF SAID 0.89 ACRE STRIP, 210.80 FEET; THENCE CONTINUING ALONG SAID NORTH LINE SOUTH 84°29'20" WEST, 256.53 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 13; THENCE NORTH 89°38'20" WEST ALONG THE NORTH LINE OF SAID SECTION 13, 21.50 FEET TO THE POINT OF BEGINNING.

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

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

---

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

---

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

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

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

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

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

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

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

**Section 1.** Expenditures from the City’s Capital Improvement Fund must be increased by a total of \$4,650 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. Safe access to historical landmark commemorating the location of George R. Smith College.

**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 July 3, 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 CAPITAL IMPROVEMENTS GEORGE R. SMITH COLLEGE  
HISTORICAL MARKER**

**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 3<sup>rd</sup> day of July 2023.

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

Approved by the Mayor of said City this 3<sup>rd</sup> day of July 2023.

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

ATTEST:

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



Exhibit A  
City of Sedalia  
FY24 Budget Amendment 7/3/2023 Cap Imp George R. Smith College Historical Marker

Account / Description	Current Budget	Change	Amended Budget	Comments
<b>Expenditures / Uses of Funds</b>				
15-32-353-41 Other Capital Projects	-	4,650.00	4,650.00	George R. Smith Historical Marker (Asphalt, Concrete Pad, Benches)
<b>Total Expenditure Change</b>		<u>4,650.00</u>		
		<u>(4,650.00)</u>		<b>Net increase (Decrease) In Projected Fund Balance</b>



- Tree
- Marker
- Bench
- Parking /site



Keep this line of site

West Saline Street

Keep the line of site clear to the grove of trees in the distance as this is the site of the building

## MEMO

To: Mayor Andrew Dawson  
Sedalia City Council

From: John Simmons, Community Development Director

Date: June 27, 2023

Subject: George R. Smith College Historic Marker – Benches & Parking

In December of 2022, City Council approved the designation of the site on West Saline Street as a historic landmark commemorating the location of George R. Smith College.

The landmark plaque was designed and produced to mark the site. In order to provide a safe place to locate the marker it is necessary to provide a vehicle pull-in and parking spot to view the marker without impeding traffic or creating a traffic hazard on West Saline Street. Staff identified a site on West Saline Street that can accommodate the marker and two vehicles with a concrete pad for securing the marker and two benches.

Public Works has cleared the underbrush from the site and planted 12 trees provided through a grant with the Missouri Department of Conservation. A map has been attached showing the location (not to scale) of the amenities.

The asphalt and concrete would be constructed by the Public Works Department and the marker and benches would be set by Building Maintenance.

### Materials

Asphalt - \$3,200.00  
10 x 10 Concrete Pad - \$300.00  
Benches - \$1,150.00

This historic marker site would require a budget amendment of \$4,650.00. This expense would be charged to 15-32-353-41 – Other Capital Projects.

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

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

**AN ORDINANCE AUTHORIZING AN ANNEXATION AND UTILITY SERVICES AGREEMENT FOR CONNECTION TO THE CITY OF SEDALIA'S WATER DISTRIBUTION SYSTEM.**

**WHEREAS**, The City of Sedalia, Missouri, has received an annexation and utility services agreement from Ralph W. Craig and Carol A. Craig; and

**WHEREAS**, under the agreement, the City of Sedalia, Missouri agrees to allow Ralph W. Craig and Carol A. Craig to connect property at 27833 Highway U that is located outside of the city limits of Sedalia to the City of Sedalia's water distribution system as more fully described in the proposed agreement attached and incorporated by reference as though the proposed agreement were set forth herein.

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

**Section 1.** The Council of the City of Sedalia, Missouri, hereby approves and accepts the agreement by and between the City of Sedalia, Missouri and Ralph W. Craig and Carol A. Craig in substantively the same form and content as the agreement has been proposed.

**Section 2.** The Mayor is authorized and directed to execute and the City Clerk is hereby authorized and directed to attest and fix the seal of the City of Sedalia, Missouri, on the 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 and after said agreement has been recorded with the Pettis County Recorder of Deed's office.

**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 3<sup>rd</sup> day of July, 2023.


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

Approved by the Mayor of said City this 3<sup>rd</sup> day of July, 2023.

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

ATTEST:

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

To: Kelvin Shaw, City Administrator  
Through: Chris Davies, Public Works Director   
From: Elizabeth Nations, Executive Administrative Assistant  
Date: June 19, 2023  
Subject: Annexation Agreement for Water Service

Please find attached an annexation agreement between the City of Sedalia and Ralph W. and Carol A. Craig for the property now addressed as 27833 Hwy. U. Mr. and Mrs. Craig are requesting connection to the City's water distribution system and has agreed to pay the "out of City limits" rates until such time as the property is annexed into the City.

The agreement is written to allow the City to disconnect the water line should Mr. and Mrs. Craig not complete the annexation process. Mr. and Mrs. Craig have already signed and had notarized the agreement.

Thank you for your consideration of the request.

## ANNEXATION AND UTILITY SERVICES AGREEMENT

This Agreement (hereinafter "Agreement") entered into this 16<sup>th</sup> day of June, 2023, between the City of Sedalia, Missouri, (hereinafter "City") and Ralph W. Craig and Carol A. Craig (hereinafter "Owners").

### RECITALS:

1. Whereas, Owners represent that they are the owners of the following real estate (hereinafter referred as "Owners real estate") located in Pettis County, Missouri:

See attached "Exhibit A" as legal description of property and "Exhibit B" for location of property.

2. Whereas, Owners desire to connect Owners' property to the City's water system for purposes of developing Owner's property; and

3. Whereas, City desires to permit Owners to connect to the City's water system for purposes of developing Owner's property; and

4. Whereas, City desires the right to annex Owners' property if Owners' property becomes contiguous to City's corporate city limits; and

NOW, THEREFORE, for and in consideration of the above-recitals as well as the terms and conditions hereafter, the parties hereby agree as follows:

1. Owners, in exchange for the City's agreement to allow Owners to connect their property to the City's water system, the Owners, on behalf of themselves, their successors, heirs and assigns, hereby conveys unto the City the irrevocable and perpetual right to file on their behalf a Petition of Annexation at any time after annexation becomes possible.

2. City shall allow Owners to connect a water line serving Owners' property to the City's water system, and Owners shall make connection at their expense. Prior to approving the physical connection, Owners shall obtain all necessary easements, if needed, from any other landowners and provide recorded copies to the City, obtain permits for the connection and pay all fees required to connect to the City's water system. City shall provide and install water meter and box for connection of Owners' water service line. Owners shall be responsible for connecting the Owners' water service line from the house to the meter. Owners shall become a utility customer of the City and shall pay all fees and charges established by the City for water service.

3. The Owners shall ensure the water service line serving Owners' property is constructed in compliance with City regulations and standards. Construction of the water service line shall be

inspected by the City as though the property were within the City limits and shall be subject to City approval. Owners agree to bring the new water service line to the City's meter and make connection. Owners shall not be charged for water service until the activation of service with the City of Sedalia.

4. Owners agree to the "out of city limits" fee/cost schedule for services until such time as the Owners' property is annexed into the City of Sedalia.

5. Water service lines serving property other than the Owners' property shall not be connected to the line serving the Owners' property without the City's written consent.

6. To the extent allowed by law, the City may annex Owners' property into the City, without further action of the Owners, after Owners' property becomes contiguous to the corporate limits of the City.

7. Owners irrevocably appoint the City Administrator of Sedalia, Missouri, as its attorney-in-fact for the sole purpose of presenting a verified petition requesting annexation of Owners' property to the City Council of Sedalia, Missouri, IF AND WHEN the property becomes contiguous and compact to the city limits of the City of Sedalia, Missouri. The City Administrator may exercise this power of attorney at any time after Owners' property becomes contiguous to the corporate limits of the City. Owners on their behalf, and on behalf of their heirs, successors and assigns do hereby waive any notice of the filing of the petition, do hereby consent to the granting of the petition, and do hereby waive any objections, statutory or otherwise, to the annexation of the property into the City of Sedalia. Owners do hereby authorize the City to take whatever action necessary to complete the annexation of this property. Owners' consent to such future annexation of the Property is irrevocable.

8. The parties hereto agree that this Agreement shall be recorded, in the real estate records of the Office of Recorder of Deeds of Pettis County, Missouri, and that the obligations and conditions of this Agreement shall run with the Property and shall be binding upon all future owners and users of the Property. Owners, on their own behalf and on behalf of all such future owners of the Property hereby agree that each purchaser, assignee or transferee of an interest in the Property, or any portion thereof, will be obligated and bound by the terms of this Agreement. Owners, on their own behalf and on behalf of all future owners of the Property, acknowledges that they and /or future owners of the Property shall be responsible for payment of all properly billed fees for water service as established by the City of Sedalia. Owners' liability contained in this paragraph 8 shall terminate when Owners have transferred their ownership interest in Owners' property to a successor owner, at which time, the successor owner shall be responsible for payment of all properly billed fees for water service as established by the City of Sedalia.

9. Alternatively, if requested by the City Administrator, Owners, their successors, assigns and heirs shall, within such time as specified by the City Administrator, submit a verified petition requesting annexation of the Owners' property to the City Clerk for presentation to the City Council of Sedalia, Missouri. The City Administrator may request Owners to present an annexation petition at any time after Owners' property becomes contiguous to the corporate limits of the City. The provisions of this paragraph shall be enforceable by specific performance.

10. Owners shall give a copy of this Agreement to the person or persons who buy the Owners' property.

11. If Owners fail to comply with any of the provisions of this Agreement, or repudiate the

terms of this Agreement, City may terminate water service to Owners' property and disconnect the utility lines serving Owners' property from the City's water system. City shall give Owners six months prior written notice of its intent to terminate service.

12. This Agreement is not intended to confer any rights or remedies on any person other than the parties.

13. The benefits and burdens of this Agreement are intended to attach to and run with the land and shall be binding on and inure to the benefit of the parties and their respective legal representatives, successors, heirs and assigns. All persons claiming under the parties shall conform to and observe the provisions of this Agreement.

14. This Agreement shall be recorded in the office of the Pettis County Recorder of Deeds at the City's expense.

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

CITY OF SEDALIA, MISSOURI

By: \_\_\_\_\_

Andrew Dawson, Mayor

ATTEST:

\_\_\_\_\_

Jason Myers, City Clerk

OWNER: Ralph W. Craig

By: Ralph W. Craig  
Ralph W. Craig, Owner

OWNER: Carol A. Craig

By: Carol A. Craig  
Carol A. Craig, Owner



On the \_\_\_\_\_ day of June, 2023 before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City of Sedalia, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of the City and that this instrument was signed and sealed on behalf of the City by authority of its City Council and the Mayor acknowledged this instrument to be the free act and deed of the City.

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

By: \_\_\_\_\_  
Andrew Dawson, Mayor

ACKNOWLEDGMENT BY OWNER, CORPORATION OR ASSOCIATION

STATE OF MISSOURI        )  
  ) ss  
COUNTY OF PETTIS        )

On the day 16<sup>th</sup> of June, 2023, before me appeared Ralph W. Craig and Carol A. Craig, to me personally known, who, being by me duly sworn, did say that he is the Owner of 27833 Highway U, and that said instrument was signed by him and acknowledged the said instrument to be a free act and deed of Ralph W. Craig + Carol A. Craig

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and state aforesaid the day and year first above written.



Janeice D. Dodick  
Notary Public

Exhibit A

See Attached plat recorded as Document \_\_\_\_\_ in the Pettis County Recorder of Deeds.

## EXHIBIT "A"

ALL THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, IN TOWNSHIP 45 NORTH OF RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN, PETTIS COUNTY, MISSOURI, LYING WEST OF THE WEST RIGHT OF WAY LINE OF MISSOURI STATE HIGHWAY ROUTE "U", AS SAID RIGHT OF WAY IS DESCRIBED IN THE INSTRUMENT RECORDED IN BOOK 617, PAGE 233, RECORDER'S OFFICE, PETTIS COUNTY, MISSOURI, OF THE FOLLOWING:

BEGINNING AT A POINT 5.95 CHAINS NORTH AND 11.33 CHAINS WEST OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION; THENCE SOUTH 85 DEGREES 45 MINUTES WEST TO A POINT 272.8 FEET NORTH AND 736.2 FEET WEST OF THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION, SAID POINT BEING IN THE NORTH LINE OF LAND FORMERLY OWNED BY JOHN COVER; THENCE CONTINUING WESTWARD ALONG THE NORTH LINE OF THE LAND FORMERLY OWNED BY THE SAID JOHN COVER, 222.5 FEET; THENCE NORTH 49 DEGREES AND 30 MINUTES WEST, 153.26 FEET TO A POINT 355.08 FEET NORTH OF A POINT ON THE SOUTH LINE OF THE SAID SECTION, 1,080.5 FEET WEST OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE NORTH 4 DEGREES AND 44 MINUTES WEST ALONG THE HEDGE FENCE 521.56 FEET; THENCE NORTH 248.17 FEET, MORE OR LESS, TO A POINT 160 FEET SOUTH OF THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SAID SECTION; THENCE EAST PARALLEL TO THE SAID QUARTER QUARTER SECTION LINE TO A POINT 11.33 CHAINS WEST OF THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SAID SECTION; THENCE SOUTH TO THE PLACE OF BEGINNING;

EXCEPT THEREFROM THE FOLLOWING DESCRIBED TRACT: BEGINNING AT THE NORTHWEST CORNER OF THE SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE EAST ALONG THE NORTH LINE OF THE SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER 154.54 FEET TO THE NORTHEAST CORNER OF LOT 1 OF COLLINS SUBDIVISION, PETTIS COUNTY, MISSOURI, AND THE WEST LINE OF A TRACT DESCRIBED IN BOOK 78, PAGE 362; THENCE SOUTH  $06^{\circ} 45' 40''$  EAST ALONG SAID WEST LINE 204.09 FEET TO THE POINT OF BEGINNING; SAID POINT BEING 17.25 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 2 IN SAID COLLINS SUBDIVISION; THENCE SOUTH  $89^{\circ} 41' 20''$  EAST, 481.65 FEET TO THE WEST RIGHT OF WAY OF MISSOURI STATE ROUTE "U"; THENCE NORTH  $25^{\circ} 49' 20''$  WEST ALONG SAID RIGHT-OF-WAY LINE, 50.32 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE WEST PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, 464.78 FEET TO THE WEST LINE OF A TRACT DESCRIBED IN BOOK 78, PAGE 362 AND THE EAST LINE OF SAID COLLINS SUBDIVISION; THENCE SOUTH  $06^{\circ} 45' 40''$  EAST ALONG SAID LINE 42.98 FEET TO THE POINT OF BEGINNING.

# GENERAL WARRANTY DEED

THIS DEED, Made and entered into this 26<sup>th</sup> day of DECEMBER, 1986 by and between  
 GERVASE W. LAMB AND SALLY E. LAMB, HUSBAND AND WIFE  
 party or parties of the first part, of PETTIS County, State of Missouri, grantor(s), and  
 RALPH W. CRAIG AND CAROL A CRAIG, HUSBAND AND WIFE,  
 party or parties of the second part, of PETTIS County, State of Missouri, grantee(s).

Grantee's mailing address is RT. #6 SEDALIA MISSOURI 65301 Box 270A

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN, AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part the following described Real Estate, situated in the COUNTY of PETTIS and State of Missouri, to wit:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges and appurtenances to the same belonging, unto the said party or parties of the second part forever the said party or parties of the first part covenanting that said party or parties and the heirs, executors, administrators and assigns of such party or parties shall

8541

13.00

**GENERAL WARRANTY DEED**

2

FROM

TO

*Thomas Gibson*  
RECORDER

1986 29 Nov 25  
377

151

*Thomas Gibson*  
RECORDER

Approved by Legal Counsel for the  
Missouri Association of REALTORS®

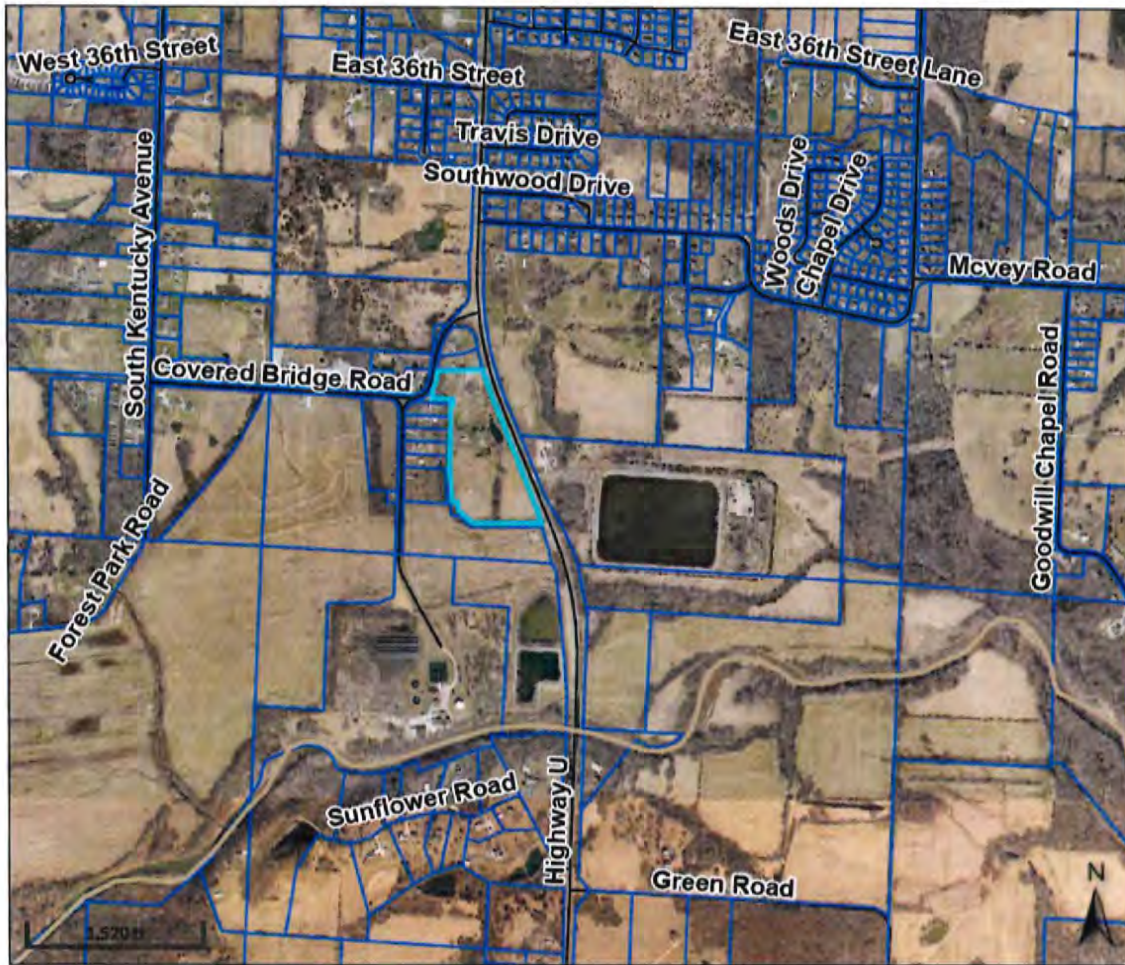
Form RES-12—Printed and for sale by the Missouri Association of  
REALTORS®, P. O. Box 1327, Columbia, Missouri 65205—Copyright  
1970—Revised September, 1984.

*Ralph W. Gray*  
R/W, Box 270A

---

Exhibit B

"Exhibit B"



Overview



Legend

-  Political Townships
-  Corporate Limits
-  Parcels
-  Roads

Parcel ID	155015000095000	Alternate ID	n/a	Owner Address	CRAIG, RALPH W & CAROL A
Sec/Twp/Rng	15/45/21	Class	Ag Dwelling		27833 HIGHWAY U
Property Address	27833 HWY U	Acreage	16.0		SEDALIA, MO 65301-1783
	SEDALIA TWP				
District	R004				
Brief Tax Description	BEG 50' N OF SW COR NE SW E 154.54' S ELY 900' E 50' S 65' S ELY 260' N ELY 590' TO HWY U NWLY ALG W LI HWY U 1390' W 388' SWLY 190' S 45' E 154.54' TO BEG 15 45 21				
	<b>(Note: Not to be used on legal documents)</b>				

**Disclaimer.** The information provided on this site is for convenience only and is compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. In the preparation of this site, extensive efforts have been made to offer the most current, correct, and clearly expressed information possible. However, inadvertent errors can occur, and information placed on this site is not intended to replace any official source. The applicable county sources should be consulted for verification of the information provided on these pages. Users are advised that their use of any of this information is at their own risk.

Date created: 6/15/2023  
 Last Data Uploaded: 6/15/2023 10:22:35 AM

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

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

**AN ORDINANCE ACCEPTING TEMPORARY CONSTRUCTION EASEMENTS RELATING TO STORM DRAINAGE IMPROVEMENTS, PROJECT AREA 2.**

**WHEREAS**, the City of Sedalia received proposals for Storm Drainage Improvements, Project Area 2 for necessary public improvements; and

**WHEREAS**, in order for the City of Sedalia, Missouri to complete the needed improvements for said project, temporary construction easements for the purpose of laying, operating and maintaining a storm sewer pipe, pipes or ditch must be secured from various property owners; and

**WHEREAS**, owners of properties located at 123 East 16<sup>th</sup>, 217 East 16<sup>th</sup>, and 125 East 16<sup>th</sup> granted to the City of Sedalia, Missouri the necessary temporary construction easements required to complete the necessary drainage improvements as more fully described in the easements attached to this ordinance as Exhibits A, B & C 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 accepts the temporary construction easements from owners of properties located at 123 East 16<sup>th</sup>, 217 East 16<sup>th</sup>, and 125 East 16<sup>th</sup> as more fully described in the easements attached to this ordinance and incorporated herein.

**Section 2.** The City Clerk is hereby authorized and directed to file in his office the said temporary construction easements and Ordinance after recoding said easements and Ordinance with the Pettis County Recorder of Deeds.

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

Read two times by title, copies of the proposed Ordinance having been made available for public inspection prior to the time the Bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 3<sup>rd</sup> day of July 2023.

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

Approved by the Mayor of said City this 3<sup>rd</sup> day of July, 2023.

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

ATTEST:

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





Let's Cross Paths

## City of Sedalia

200 S. Osage

Sedalia, MO 65301

(660) 827-3000 [www.sedalia.com](http://www.sedalia.com)

---

To: Kelvin Shaw, City Administrator  
Through: Chris Davies, Public Works Director *CD*  
From: Jeremy Stone, Public Works Project Manager  
Date: June 26, 2023  
Subject: Council Memo-Acceptance of Three (3) Temporary Construction Easements Related to 2021-181 Stormwater Improvements Project Number 2

The Public Works Department is seeking approval of three (3) temporary construction easements. The City project, 2021-181 Stormwater Improvements-Project Number 2 will be partially funded by the Federal ARPA Grant from the Missouri Department of Natural Resources and is scheduled for construction in the year 2024. This project will address stormwater issues in the area of S. Ohio Avenue and E. 16<sup>th</sup> Street and directing the stormwater underground to the open ditch to the South of E. 17<sup>th</sup> Street.

In order to construct this project, three (3) temporary easements are required. The temporary easements are located at 123 E. 16<sup>th</sup> Street, 217 E. 16<sup>th</sup> Street, and 125 E. 16<sup>th</sup> Street. The property owners have agreed and signed the temporary easement agreement.

The executed easement agreements are attached for review. Thank you for considering the acceptance of these easements.

---

## TEMPORARY CONSTRUCTION EASEMENT

This Indenture, made this 24 day of February, 2023, by and between Sharon L. and Teddy R. Twyman and Larry Joe Yeager, of the County of Pettis, State of Missouri, party of the first part ("Grantor") and the City of Sedalia, a municipal corporation, of the County of Pettis, State of Missouri, party of the second part ("Grantee").

Mailing Address of Grantee: 200 S. Osage Avenue, Sedalia, Missouri 65301

WITNESSETH, that the said party of the first part, in consideration of the sum of One Dollar (\$1.00), to them paid by the said second party, the receipt of which is hereby acknowledged, the Grantor does hereby grant unto the Grantee, its contractors, subcontractors, agents and assigns, an exclusive Temporary Access Easement (the "Easement") in, over, under, along, across and upon the property legally described in **Exhibit A, Sheet 1 of 2** and shown on the map in **Exhibit A, Sheet 2 of 2**, which is attached hereto and incorporated by this reference, for the purpose of and upon the terms and conditions hereinafter set forth.

**Purpose.** The Easement is granted to the Grantee for access to and for use by the Grantee in its construction and installation of stormwater improvements and other related construction activity on adjoining property.

**Term of Easement.** The Easement shall commence on the date hereof and shall terminate and expire on either (a) the date construction of the stormwater improvements and related facilities are completed as determined solely by the Grantee, or (b) four (4) years from the date hereof, whichever is first to occur. Upon termination of the Easement, all of the rights and benefits of the Grantee hereunder with respect to the Easement shall automatically terminate and be of no further force and effect.

**Compliance with Laws.** The Grantee shall during its use and occupancy of the Easement comply with all applicable statutes, ordinances, rules and regulations of all governing authorities. This Easement shall be construed under the laws of the State of Missouri.

**Restoration.** In the event that any area of the Easement is disturbed by the Grantee's exercise of any of its easement rights hereunder, such area shall be reasonably restored to the condition in which it existed at the commencement of the Grantee's use of the Easement.

**Warranty.** The Grantor hereby covenants and warrants that it is the owner of the property covered by the Easement and has the right to grant this Easement.

**Further Cooperation.** Each party agrees to execute such further documents and to perform such other acts as may be reasonably necessary or desirable to further carry out the purpose and intent of the grant of the Easement.

IN WITNESS WHEREOF, the said party of the first part has executed the above day and year first above written.

**GRANTOR:**

**ATTEST:**

*[Handwritten signatures]*  
\_\_\_\_\_

**MISSOURI ACKNOWLEDGEMENT**

STATE OF MISSOURI    )  
                                  )    SS.  
COUNTY OF Pettis    )

On this 24 day of February, 2023, before me personally appeared

\_\_\_\_\_ to me known to be the person(s) described in and who executed the foregoing instrument, who being by me duly sworn, acknowledged that they executed the same as their free act and deed and for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above written.

My term expires NOV 17, 2026

*Janeice D. Dodick*  
\_\_\_\_\_  
Notary Public



**EXHIBIT "A"  
SHEET 1 OF 2**

**TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION**

**Parent Parcel**

Portion of Lots 3, 4, 5, and 6 located South and East of the former railroad right of way, Block 16, Cotton Brothers' First Addition to the City of Sedalia, Missouri, a platted subdivision recorded in Plat Book B, Page 425, in the Pettis County Recorder of deeds office, being part of the Southeast 1/4 of Section 4, Township 45 North, Range 21 West of the Fifth Principal Meridian, in the City of Sedalia, Pettis County, Missouri.

**Temporary Construction Easement - 1 (See Exhibit "A" Sheet 2 of 2)**

A part of Parent Parcel, being more particularly described as follows:

**Beginning** at the Southeast property corner of said Lot 3; thence Westerly, along the South line of said Lot 3, a distance of 3.00 feet; thence Northerly, parallel with the East line of said Lot 3, a distance of 31.88 feet, more or less, to a point on the Southeast line of the former railroad right of way; thence Northeasterly, along said Southeast line, a distance of 4.66 feet to a point on the East line of said Lot 3; thence Southerly, along said East line, a distance of 35.44 feet, more or less, to the **POINT OF BEGINNING**.

The above described parcel contains 101 sq. ft. or 0.0023 acres, more or less.

**Temporary Construction Easement - 2 (See Exhibit "A" Sheet 2 of 2)**

A part of Parent Parcel, being more particularly described as follows:

**Beginning** at the Southeast property corner of said Lot 6; thence Westerly, along the South line of said Lot 6, a distance of 5.00 feet; thence Northerly, parallel with the East line of said Lot 6, a distance of 52.06 feet to a point on the North line of said Lot 6; thence Westerly, along said North line, a distance of 3.00 feet; thence Northerly, parallel with the East line of said Lot 5, a distance of 15.00 feet; thence Easterly, parallel with the South line of said Lot 5, a distance of 8.00 feet to a point on the East line of said Lot 5; thence Southerly, along the East line of said Lot 5 and Lot 6, a distance of 67.16 feet to the **POINT OF BEGINNING**.

The above described parcel contains 381 sq. ft. or 0.0087 acres, more or less.

Total Temporary Construction Easement 482 sq. ft. or 0.0110 acres, more or less.





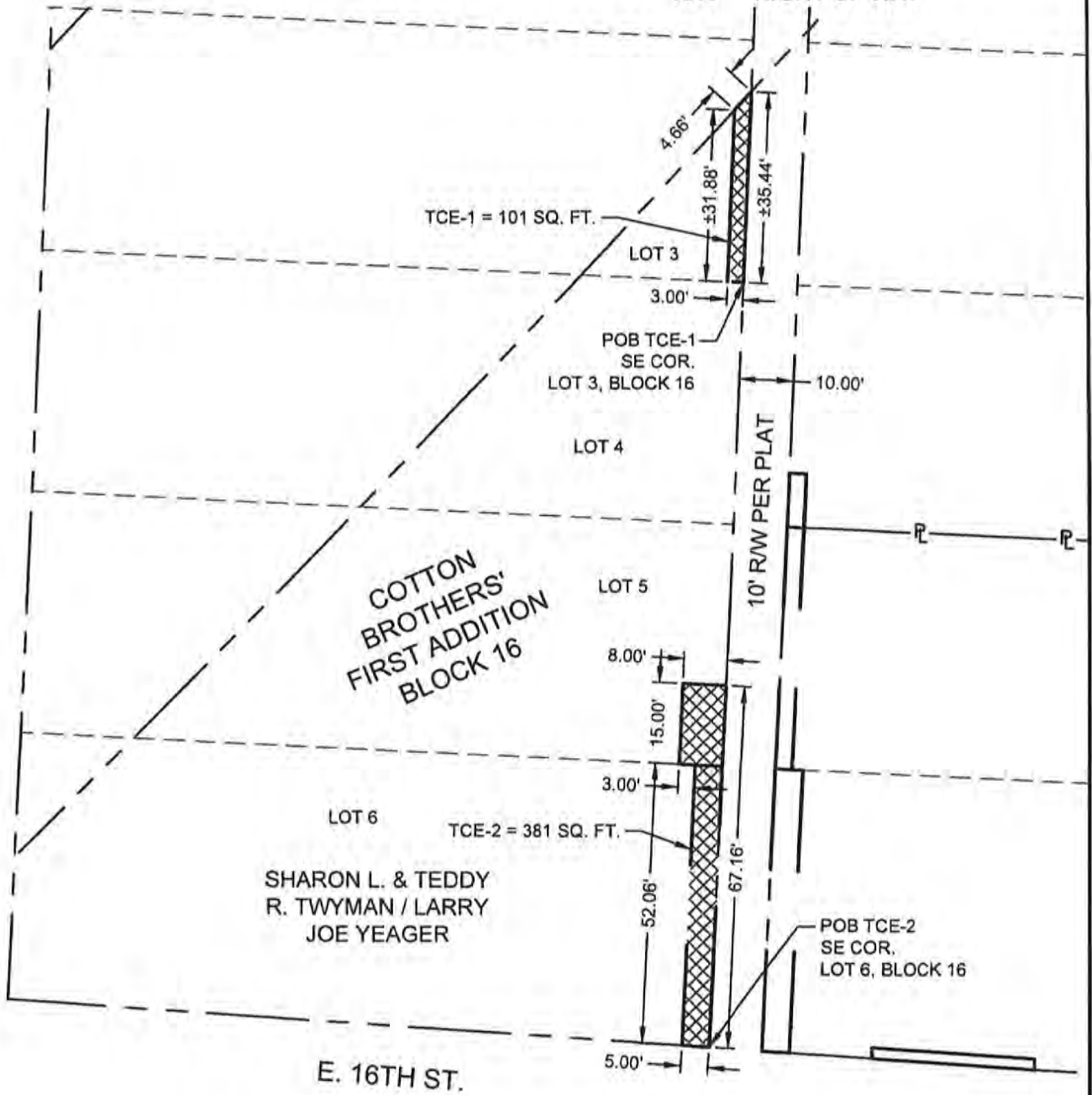
**WILSON  
& COMPANY**  
800 EAST 101ST TERRACE, SUITE 200  
KANSAS CITY, MO. 64131  
816-701-3100

PROJECT TITLE				STORMWATER IMPROVEMENTS NO. 2		PROJECT NO.	2021-181	DATE	1/23/2023
DRAWN BY:	CHECKED BY:	APPROVED BY:	COUNTY:			SHARON L. & TEDDY R. TWYMAN / LARRY JOE YEAGER 123 E. 16TH STREET			
NWK	WEK	JAP	PETTIS						
REV.	DESCRIPTION		BY	DATE					

EXHIBIT "A"  
SHEET 2 OF 2

LEGEND

-  TCE = TEMPORARY CONSTRUCTION EASEMENT
- POB POINT OF BEGINNING
-  PROPERTY LINE
- R/W RIGHT OF WAY



TABULATION OF AREAS  
TCE = 482 SQ. FT. OR 0.0110 ± ACRES

This exhibit represents a graphical depiction of the areas to be taken for property acquisition only and does not constitute a parcel boundary survey. Right-of-Ways show hereon are surveyed in the field and are verified by title documents and the monuments which control their location.

**WILSON & COMPANY**

800 EAST 101ST TERRACE, SUITE 200  
KANSAS CITY, MO. 64131  
816-701-3100

PROJECT TITLE				STORMWATER IMPROVEMENTS NO. 2			
DRAWN BY:		CHECKED BY:		APPROVED BY:		COUNTY:	
NWK		WEK		JAP		PETTIS	
REV.	DESCRIPTION			BY	DATE		

PROJECT NO.	2021-181	DATE	1/23/2023
SHARON L. & TEDDY R. TWYMAN / LARRY JOE YEAGER 123 E. 16TH STREET			

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES  
**CERTIFICATE OF DEATH**

STATE FILE NUMBER  
**124 -**

1. DECEASED'S LEGAL NAME (Include initials and suffix) **LARRY JOE YEAGER**

2. SEX **MALE**

3. IF FEMALE, LAST NAME PRIOR TO FIRST MARRIAGE

4. ACTUAL OR PRESUMED DATE OF DEATH (Month, Day, Year) **DECEMBER 28, 2020**

5. A. USUAL RESIDENCE ADDRESS **490 S4-7703**

6. AGE - LAST BIRTHDAY (Years, Months, Days) **70**

7. DATE OF BIRTH (Month, Day, Year) **JULY 19, 1950**

8. BIRTHPLACE (City and State or Foreign Country) **WARSAW, MISSOURI**

9. RESIDENCE COUNTY (STATE - TERRITORY OR POSSESSION) **MISSOURI**

10. COUNTY **JACKSON**

11. CITY, TOWN OR VILLAGE **INDEPENDENCE**

12. STREET AND NUMBER **18404 E. 6TH ST. S.**

13. APARTMENT (No.) **64056**

14. ZIP CODE **64056**

15. HOME CITY (State) **Yes**  **No**

16. MARITAL STATUS AT TIME OF DEATH  Married  Married, but separated  Widowed  Divorced  Never Married  Unknown

17. SURVIVING SPOUSE'S NAME (If wife, give name prior to first marriage) **NANCY ELIZABETH WELCH**

18. FATHER'S NAME (First, Middle, Last Suffix) **JAMES RICHARD YEAGER**

19. MOTHER'S NAME (First, Middle, Last Suffix) **MARY LOU WITTE**

20. DECEASED'S NAME (First, Middle, Last Suffix) **NANCY YEAGER**

21. RELATIONSHIP TO DECEASED **WIFE**

22. MAILED ABSTRACT (Specify and Number, City, State - ZIP Code) **19404 E. 6TH ST. S. INDEPENDENCE, MISSOURI 64056**

23. PLACE OF DEATH (Check only one; see instructions.)  Inpatient  Emergency Room/Outpatient  DDA  Hospice Facility  Nursing Home/Long Term Care Facility  Decedent's Home  Other (Specify)

24. FACILITY NAME (If not institution, give street and number) **CENTERPOINT MEDICAL CENTER OF INDEPENDENCE**

25. CITY OR TOWN, STATE AND ZIP CODE **INDEPENDENCE, MISSOURI 64057**

26. COUNTY OF DEATH **JACKSON**

27. MANNER OF DEATH  Natural  Homicide  Accident  Pending investigation  Suicide  Could not be determined

28. DATE OF DEPOSITION (Month, Day, Year) **JANUARY 07, 2021**

29. PLACE OF DEPOSITION (Name of cemetery, crematory, other place) **CARSON-SPEAKS CREMATORY**

30. LOCATION (City or Town, State) **INDEPENDENCE, MISSOURI**

31. NAME AND COMPLETE ADDRESS OF FUNERAL FACILITY **SPEARS SUBURBAN CHAPEL 12000 E 39TH STREET, INDEPENDENCE, MISSOURI 64055**

32. SIGNATURE OF FUNERAL SERVICE LICENSEE OR OTHER PERSON ACTING AS SUCH **BRITTANEY A BRANCH**

33. FUNERAL ESTABLISHMENT LICENSE NUMBER **2018045333**

34. ACTUAL OR PRESUMED TIME OF DEATH **15 03**

35. WAS MEDICAL EXAMINER/CORNER CONTACTED?  Yes  No

36. PART I. Enter the **IMMEDIATE CAUSE** - immediate, singular, or complications - that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE. Enter only one cause on a line. Add additional lines if necessary.

37. Approximate interval from death to death **2 weeks**

38. **Sepsis** (Due to or as a consequence of)

39. **Acute Myocardial Infarction** (Due to or as a consequence of)

40. **Respiratory Failure** (Due to or as a consequence of)

41. PART II. Enter one **UNDERLYING CAUSE** - immediate, singular, or complications - that resulted in the underlying cause given in PART I.

42. WAS AN AUTOPSY PERFORMED?  Yes  No

43. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH?  Yes  No

44. MANNER OF DEATH  Natural  Homicide  Accident  Pending investigation  Suicide  Could not be determined

45. DATE OF INJURY (Month, Day, Year) (Does Matter)

46. TIME OF INJURY

47. PLACE OF INJURY (e.g. decedent's home, construction site, restaurant, wooded area)

48. INJURY AT WORK?  Yes  No

49. LOCATION OF INJURY - STATE **38b. COUNTY** **38c. CITY OR TOWN** **38d. STREET AND NUMBER** **38e. ZIP CODE**

50. DESCRIBE HOW INJURY OCCURRED

51. IF TRANSPORTATION ACCIDENT (SPECIFY)  Driver/Operator  Passenger  Pedestrian  Other (Specify)

52. CERTIFIER (CHECK ONLY ONE)  Certifying Physician - To the best of my knowledge, death occurred at the time, date, and place, and due to the cause(s) and manner stated.  Medical Examiner/Coroner - On the basis of examination, and/or investigation, in my opinion, death occurred at the time, date, and place, and due to the cause(s) and manner stated.

53. SIGNATURE **[Signature]**

54. NAME, ADDRESS AND ZIP CODE OF PERSON COMPLETING CAUSE OF DEATH (Item 28) **Vincent R. Morris DO 4801 (11th St) #300 Independence, Mo 64055**

55. TITLE OF CERTIFIER **Physician**

56. CERTIFIER LICENSE NUMBER **2018014099**

57. CERTIFIER TIN NUMBER **1215391966**

58. DATE CERTIFIED (Month, Day, Year) **1/8/21**

59. REGISTRAR'S SIGNATURE **Brandy L. Dupuis**

60. DATE FILED (Month, Day, Year) **January 11, 2021**

61. DECEASED'S EDUCATION (Check the box that best describes the highest degree or level of school completed at time of death.)  8th grade or less  9th - 12th grade, no diploma  High school graduate or GED completed  Some college credit, but no degree  Associate degree (e.g., AA, AS)  Bachelor's degree (e.g., BA, AB, BS)  Master's degree (e.g., MA, MS, MEng, MEd, MSW, MBA)  Doctorate (e.g., PhD, EdD) or professional degree (e.g., MD, DDS, DVM, LLB, JD)

62. DECEASED'S HISPANIC ORIGIN? (Check the box that best describes whether the decedent is Spanish/Hispanic/Latino. Check the "No" box if decedent is not Spanish/Hispanic/Latino.)  No, not Spanish/Hispanic/Latino  Yes, Mexican, Mexican American, Chicano  Yes, Puerto Rican  Yes, Cuban  Yes, other Spanish/Hispanic/Latino (Specify)

63. DECEASED'S RACE (Check one or more races to indicate what the decedent considered himself or herself to be.)  White  Black or African American  Other Asian (Specify)  American Indian or Alaska Native (Name of the enrolled principal tribe)  Asian Indian  Chinese  Filipino  Japanese  Korean  Vietnamese  Native Hawaiian  Guamanian or Chamorro  Samoan  Other Pacific Islander (Specify)  Other (Specify)  Unknown

64. DECEASED'S USUAL OCCUPATION (INDICATE TYPE OF WORK DONE DURING MOST OF WORKING LIFE. DO NOT USE METAL FINISHER)

65. KIND OF BUSINESS/INDUSTRY **METAL POLISHING SHOP**

THE REPRODUCTION OF THIS DOCUMENT IS PROHIBITED BY LAW (sec. 193.245, 193.255, & 193.315 RSMo 2004.)

THIS IS A CERTIFIED COPY OF AN ORIGINAL DOCUMENT (Do not accept if reproduction, or if seal impression cannot be felt.)

STATE OF MISSOURI ) ss  
 COUNTY OF Jackson )  
 I HEREBY CERTIFY that this is an exact reproduction of the certificate for the person named therein as it now appears in the permanent records of the Bureau of Vital Records of the Missouri Department of Health and Senior Services. Witness my hand as County Registrar of Vital Records and the Seal of the Missouri Department of Health and Senior Services.

January 11, 2021

Brandy L. Dupuis  
 Registrar of Vital Records

---

## TEMPORARY CONSTRUCTION EASEMENT

This Indenture, made this 8 day of March, 2023, by and between Arnwine Construction, LLC, of the County of Pettis, State of Missouri, party of the first part ("Grantor") and the City of Sedalia, a municipal corporation, of the County of Pettis, State of Missouri, party of the second part ("Grantee").

Mailing Address of Grantee: 200 S. Osage Avenue, Sedalia, Missouri 65301

WITNESSETH, that the said party of the first part, in consideration of the sum of One Dollar (\$1.00), to them paid by the said second party, the receipt of which is hereby acknowledged, the Grantor does hereby grant unto the Grantee, its contractors, subcontractors, agents and assigns, an exclusive Temporary Access Easement (the "Easement") in, over, under, along, across and upon the property legally described in **Exhibit A, Sheet 1 of 2** and shown on the map in **Exhibit A, Sheet 2 of 2**, which is attached hereto and incorporated by this reference, for the purpose of and upon the terms and conditions hereinafter set forth.

**Purpose.** The Easement is granted to the Grantee for access to and for use by the Grantee in its construction and installation of stormwater improvements and other related construction activity on adjoining property.

**Term of Easement.** The Easement shall commence on the date hereof and shall terminate and expire on either (a) the date construction of the stormwater improvements and related facilities are completed as determined solely by the Grantee, or (b) four (4) years from the date hereof, whichever is first to occur. Upon termination of the Easement, all of the rights and benefits of the Grantee hereunder with respect to the Easement shall automatically terminate and be of no further force and effect.

**Compliance with Laws.** The Grantee shall during its use and occupancy of the Easement comply with all applicable statutes, ordinances, rules and regulations of all governing authorities. This Easement shall be construed under the laws of the State of Missouri.

**Restoration.** In the event that any area of the Easement is disturbed by the Grantee's exercise of any of its easement rights hereunder, such area shall be reasonably restored to the condition in which it existed at the commencement of the Grantee's use of the Easement.

**Warranty.** The Grantor hereby covenants and warrants that it is the owner of the property covered by the Easement and has the right to grant this Easement.

**Further Cooperation.** Each party agrees to execute such further documents and to perform such other acts as may be reasonably necessary or desirable to further carry out the purpose and intent of the grant of the Easement.

IN WITNESS WHEREOF, the said party of the first part has executed the above day and year first above written.

**GRANTOR:**

**ATTEST:**

*Jeffrey J. Arnwine*  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**MISSOURI ACKNOWLEDGEMENT**

STATE OF MISSOURI     )  
  )     SS.  
COUNTY OF Pettis     )

On this 8 day of March, 2023, before me personally appeared  
Jeffrey J. Arnwine

to me known to be the person(s) described in and who executed the foregoing instrument, who being by me duly sworn, acknowledged that they executed the same as their free act and deed and for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above written.

My term expires 11-17, 2026

*Janeice D. Dodick*  
\_\_\_\_\_  
Notary Public





**EXHIBIT "A"  
SHEET 1 OF 2**

**TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION**

**Parent Parcel**

All that part of land described in a Special Warranty Deed, recorded as instrument number 2016-0843, in the Pettis County Recorder of deeds office, being Lots 9, 10, 11 and 12 in Block 16 of Cotton Brothers' First Addition to the City of Sedalia, Missouri, a platted subdivision recorded in Plat Book B, Page 425, in the Pettis County Recorder of deeds office, together with the West One Half of the vacated Lamine Avenue lying East of and adjacent to said Lots, except that part of the right of way of the Missouri, Kansas and Texas Railroad, and being part of the Southeast 1/4 of Section 4, Township 45 North, Range 21 West of the Fifth Principal Meridian, also being part of the Southwest 1/4 of Section 3, Township 45 North, Range 21 West of the Fifth Principal Meridian, in the City of Sedalia, Pettis County, Missouri.

**Temporary Construction Easement - 1 (See Exhibit "A" Sheet 2 of 2)**

A part of Parent Parcel, being more particularly described as follows:

**Beginning** at the Southeast property corner of Lot 7, Block 16 of said Plat; thence East along the South property line, also being the North right of way line of East 16th Street, as now established, a distance of 57.00 feet; thence North parallel with the West property line, being the East line of said Lot 7, a distance of 4.00 feet; thence West parallel with said North right of way line, a distance of 57.00 feet to a point on said West property line; thence South along said West property line, a distance of 4.00 feet to the **POINT OF BEGINNING**.

The above described parcel contains 228 sq. ft. or 0.0052 acres, more or less.

**Temporary Construction Easement - 2 (See Exhibit "A" Sheet 2 of 2)**

A part of Parent Parcel, being more particularly described as follows:

**Beginning** at the Southwest property corner of Lot 9, Block 16 of said Plat; thence East along the South property line, a distance of 3.00 feet; thence North parallel with the West property line, being the West line of said Lot 9, a distance of 10.00 feet; thence West parallel with said South property line, a distance of 3.00 feet to a point on said West property line; thence South along said West property line, a distance of 10.00 feet to the **POINT OF BEGINNING**.

The above described parcel contains 30 sq. ft. or 0.0007 acres, more or less.

Total Temporary Construction Easement 258 sq. ft. or 0.0059 acres, more or less.





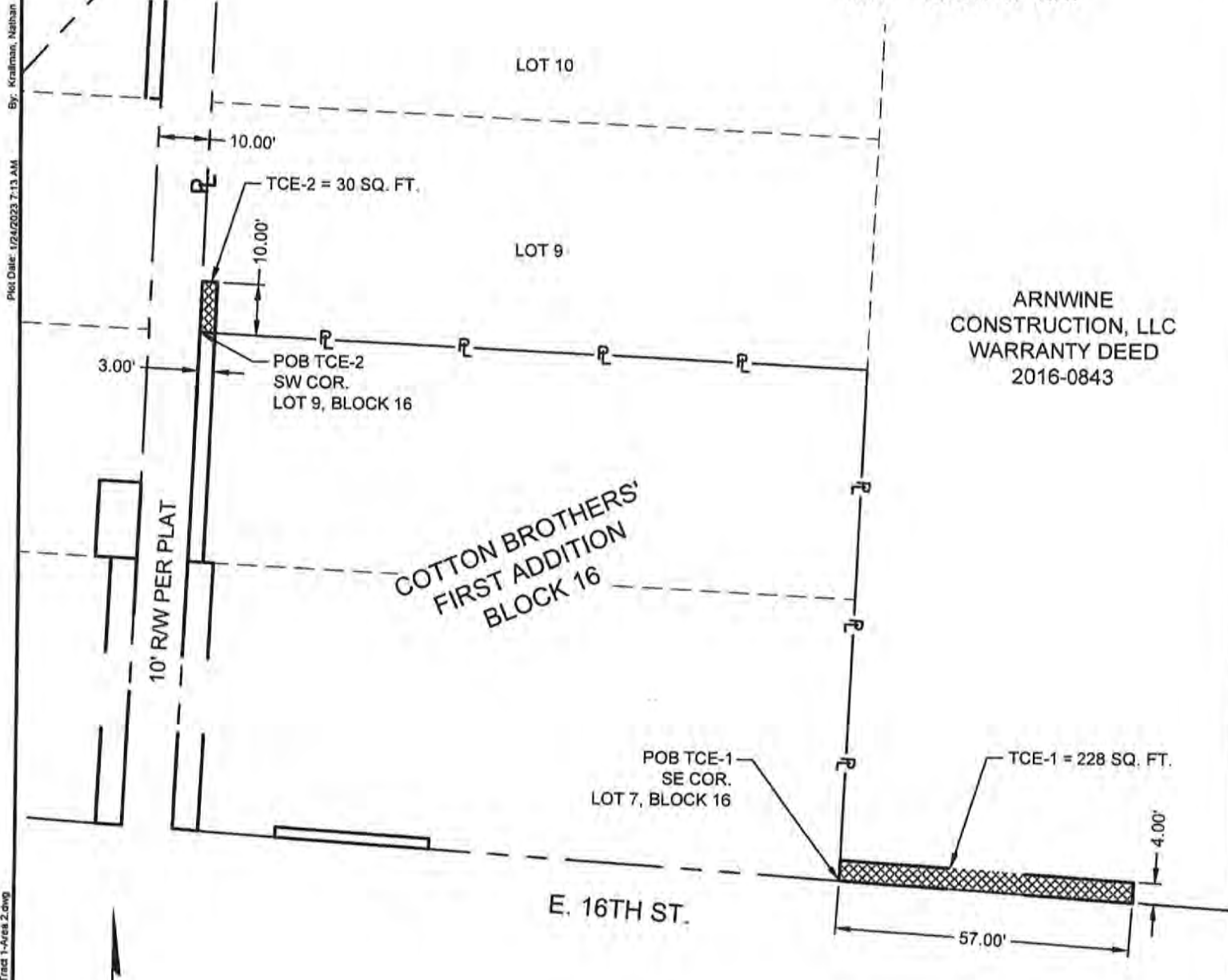
**WILSON  
& COMPANY**  
800 EAST 101ST TERRACE, SUITE 200  
KANSAS CITY, MO. 64131  
816-701-3100

PROJECT TITLE				STORMWATER IMPROVEMENTS NO. 2		PROJECT NO.	2021-181	DATE	1/23/2023
DRAWN BY:	CHECKED BY:	APPROVED BY:	COUNTY:			ARNWINE CONSTRUCTION, LLC 217 E. 16TH STREET			
NWK	WEK	JAP	PETTIS						
REV.	DESCRIPTION		BY	DATE					

# EXHIBIT "A" SHEET 2 OF 2

## LEGEND

-  TCE = TEMPORARY CONSTRUCTION EASEMENT
- POB POINT OF BEGINNING
-  PROPERTY LINE
- R/W RIGHT OF WAY



**TABULATION OF AREAS**  
TCE = 258 SQ.FT. OR 0.0059 ± ACRES

This exhibit represents a graphical depiction of the areas to be taken for property acquisition only and does not constitute a parcel boundary survey. Right-of-Ways show hereon are surveyed in the field and are verified by title documents and the monuments which control their location.

**WILSON & COMPANY**  
800 EAST 101ST TERRACE, SUITE 200  
KANSAS CITY, MO. 64131  
816-701-3100

PROJECT TITLE STORMWATER IMPROVEMENTS NO. 2			
DRAWN BY: NWK	CHECKED BY: WEK	APPROVED BY: JAP	COUNTY: PETTIS
REV.	DESCRIPTION	BY	DATE

PROJECT NO. 2021-181	DATE 1/23/2023
ARNWINE CONSTRUCTION, LLC 217 E. 16TH STREET	

By: Kralman, Nathan  
 Plot Date: 1/24/2023 7:13 AM  
 C:\users\wkralman\appdata\local\temp\project\wcd\project\05783221\trac 1-Area 2.dwg

---

## TEMPORARY CONSTRUCTION EASEMENT

This Indenture, made this 6<sup>th</sup> day of April, 2023, by and between Olga Rodriguez Castaneda and Miguel Angel Flores Velasquez, of the County of Pettis, State of Missouri, party of the first part (“Grantor”) and the City of Sedalia, a municipal corporation, of the County of Pettis, State of Missouri, party of the second part (“Grantee”).

Mailing Address of Grantee: 200 S. Osage Avenue, Sedalia, Missouri 65301

WITNESSETH, that the said party of the first part, in consideration of the sum of One Dollar (\$1.00), to them paid by the said second party, the receipt of which is hereby acknowledged, the Grantor does hereby grant unto the Grantee, its contractors, subcontractors, agents and assigns, an exclusive Temporary Access Easement (the “Easement”) in, over, under, along, across and upon the property legally described in Exhibit A, Sheet 1 of 2 and shown on the map in Exhibit A, Sheet 2 of 2, which is attached hereto and incorporated by this reference, for the purpose of and upon the terms and conditions hereinafter set forth.

Purpose. The Easement is granted to the Grantee for access to and for use by the Grantee in its construction and installation of stormwater improvements and other related construction activity on adjoining property.

Term of Easement. The Easement shall commence on the date hereof and shall terminate and expire on either (a) the date construction of the stormwater improvements and related facilities are completed as determined solely by the Grantee, or (b) four (4) years from the date hereof, whichever is first to occur. Upon termination of the Easement, all of the rights and benefits of the Grantee hereunder with respect to the Easement shall automatically terminate and be of no further force and effect.

Compliance with Laws. The Grantee shall during its use and occupancy of the Easement comply with all applicable statutes, ordinances, rules and regulations of all governing authorities. This Easement shall be construed under the laws of the State of Missouri.

Restoration. In the event that any area of the Easement is disturbed by the Grantee’s exercise of any of its easement rights hereunder, such area shall be reasonably restored to the condition in which it existed at the commencement of the Grantee’s use of the Easement.

Warranty. The Grantor hereby covenants and warrants that it is the owner of the property covered by the Easement and has the right to grant this Easement.

Further Cooperation. Each party agrees to execute such further documents and to perform such other acts as may be reasonably necessary or desirable to further carry out the purpose and

intent of the grant of the Easement.

IN WITNESS WHEREOF, the said party of the first part has executed the above day and year first above written.

GRANTOR:

ATTEST:

Olga Rodriguez

C

Miguel Angel Flores

MISSOURI ACKNOWLEDGEMENT

STATE OF MISSOURI )

COUNTY OF Pettis )

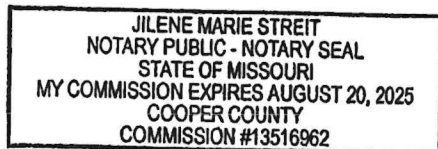
SS.

On this 6th day of April, 2023, before me personally appeared Olga Rodriguez Castaneda + Miguel Angel Flores Velasquez to me known to be the person(s) described in and who executed the foregoing instrument, who being by me duly sworn, acknowledged that they executed the same as their free act and deed and for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above written.

My term expires August 20, 2025

Jilene Marie Streit  
Notary Public



**EXHIBIT "A"**  
**SHEET 1 OF 2**

**TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION**

**Parent Parcel**

Lots 7 and 8, Block 16, Cotton Brothers' First Addition to the City of Sedalia, Missouri, a platted subdivision recorded in Plat Book B, Page 425, in the Pettis County Recorder of deeds office, being part of the Southeast 1/4 of Section 4, Township 45 North, Range 21 West of the Fifth Principal Meridian, also being part of the Southwest 1/4 of Section 3, Township 45 North, Range 21 West of the Fifth Principal Meridian, in the City of Sedalia, Pettis County, Missouri.

**Temporary Construction Easement - 1 (See Exhibit "A" Sheet 2 of 2)**

A part of Parent Parcel, being more particularly described as follows:

**Commencing** at the Southwest property corner of said Lot 7; thence Easterly, along the South property line, also being the North right of way line of East 16th Street, as now established, a distance of 20.00 feet to the true **POINT OF BEGINNING**; thence Northerly, parallel with the West property line of said Lot 7, a distance of 2.00 feet; thence Easterly, parallel with the South property line of said Lot 7, a distance of 30.01 feet; thence Southerly, parallel with the West property line of said Lot 7, a distance of 2.00 feet to a point on the South line of said Lot 7; thence Westerly, along said South line, a distance of 30.01 feet to the **POINT OF BEGINNING**.

The above described parcel contains 60 sq. ft. or 0.0014 acres, more or less.

**Temporary Construction Easement - 2 (See Exhibit "A" Sheet 2 of 2)**

A part of Parent Parcel, being more particularly described as follows:

**Beginning** at the Northwest property corner of said Lot 8; thence Easterly, along the North line of said Lot 8, a distance of 3.00 feet; thence Southerly, parallel with the West line of said Lot 8, a distance of 45.00 feet to a point on the South line of said Lot 8; thence Easterly, along said South line of said Lot 8, a distance of 2.00 feet; thence Southerly, parallel with the West line of said Lot 7, a distance of 52.44 feet to a point on the South line of said Lot 7; thence Westerly, along said South line of said Lot 7, a distance of 5.00 feet to the West line of said Lot 7; thence Northerly, along the West line of said Lot 7 and said Lot 8, a distance of 97.35 feet to the **POINT OF BEGINNING**.

The above described parcel contains 397 sq. ft. or 0.0091 acres, more or less.

Total Temporary Construction Easement 457 sq. ft. or 0.0105 acres, more or less.



**WILSON & COMPANY**  
800 EAST 101ST TERRACE, SUITE 200  
KANSAS CITY, MO. 64131  
816-701-3100

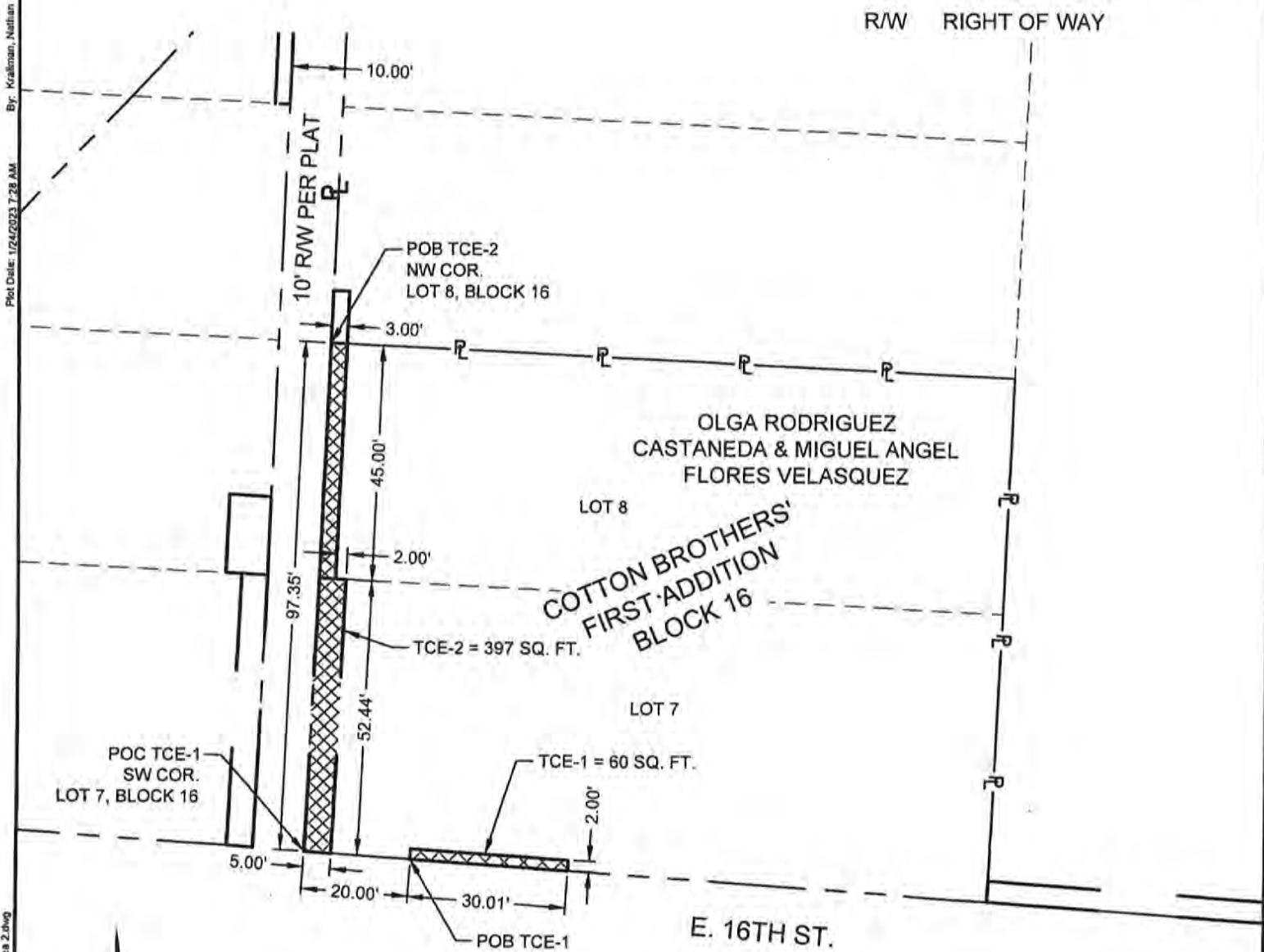
PROJECT TITLE				STORMWATER IMPROVEMENTS NO. 2			
DRAWN BY:	CHECKED BY:	APPROVED BY:	COUNTY:				
NWK	WEK	JAP	PETTIS				
REV.	DESCRIPTION			BY	DATE		

PROJECT NO.	2021-181	DATE	1/23/2023
OLGA RODRIGUEZ CASTANEDA & MIGUEL ANGEL FLORES VELASQUEZ			
125 E. 16TH STREET			

# EXHIBIT "A" SHEET 2 OF 2

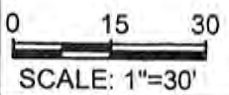
## LEGEND

- TCE = TEMPORARY CONSTRUCTION EASEMENT
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- PROPERTY LINE
- R/W RIGHT OF WAY



By: Krallman, Nathan  
Plot Date: 1/24/2023 7:28 AM

C:\users\krallman\appdata\local\temp\project\d0576522\road 2-Area 2.dwg



**TABULATION OF AREAS**  
TCE = 457 SQ. FT. OR 0.0105 ± ACRES

This exhibit represents a graphical depiction of the areas to be taken for property acquisition only and does not constitute a parcel boundary survey. Right-of-Ways show hereon are surveyed in the field and are verified by title documents and the monuments which control their location.

**WILSON & COMPANY**  
800 EAST 101ST TERRACE, SUITE 200  
KANSAS CITY, MO. 64131  
816-701-3100

PROJECT TITLE <b>STORMWATER IMPROVEMENTS NO. 2</b>			
DRAWN BY: <b>NWK</b>	CHECKED BY: <b>WEK</b>	APPROVED BY: <b>JAP</b>	COUNTY: <b>PETTIS</b>
REV.	DESCRIPTION	BY	DATE

PROJECT NO. <b>2021-181</b>	DATE <b>1/23/2023</b>
<b>OLGA RODRIGUEZ CASTANEDA &amp; MIGUEL ANGEL FLORES VELASQUEZ</b>	
<b>125 E. 16TH STREET</b>	

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

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

**AN ORDINANCE ACCEPTING PERMANENT AND TEMPORARY CONSTRUCTION EASEMENTS RELATING TO STORM DRAINAGE IMPROVEMENTS, PROJECT AREA 8.**

**WHEREAS**, the City of Sedalia received proposals for Storm Drainage Improvements, Project Area 8 for necessary public improvements; and

**WHEREAS**, in order for the City of Sedalia, Missouri to complete the needed improvements for said project, temporary and permanent construction easements for the purpose of laying, operating and maintaining a storm sewer pipe, pipes or ditch must be secured from various property owners; and

**WHEREAS**, owners of properties located at 1402 Liberty Park Boulevard and 1511 West Main, granted to the City of Sedalia, Missouri the necessary permanent construction easements and the owners of property located at 1511 West Main, 1520 West Spring, and 1402 Liberty Park Boulevard granted to the City of Sedalia, Missouri the necessary temporary construction easement required to complete the necessary drainage improvements as more fully described in the easements attached to this ordinance as Exhibits A, B & C 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 accepts the permanent construction easements from owners at properties located at 1402 Liberty Park Boulevard and 1511 West Main and temporary construction easements from owners of properties located at 1511 West Main, 1520 West Spring, and 1402 Liberty Park Boulevard granted as more fully described in the easements attached to this ordinance and incorporated herein.

**Section 2.** The City Clerk is hereby authorized and directed to file in his office the said permanent and temporary construction easements and Ordinance after recoding said easements and Ordinance with the Pettis County Recorder of Deeds.

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

Read two times by title, copies of the proposed Ordinance having been made available for public inspection prior to the time the Bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 3<sup>rd</sup> day of July 2023.

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

Approved by the Mayor of said City this 3<sup>rd</sup> day of July, 2023.

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

ATTEST:

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



Let's Cross Paths

## City of Sedalia

200 S. Osage

Sedalia, MO 65301

(660) 827-3000 [www.sedalia.com](http://www.sedalia.com)

---

To: Kelvin Shaw, City Administrator  
Through: Chris Davies, Public Works Director *CD*  
From: Jeremy Stone, Public Works Project Manager  
Date: June 26, 2023  
Subject: Council Memo-Acceptance of Two (2) Permanent Easements and Three (3) Temporary Construction Easements Related to 2021-181 Stormwater Improvements Project Number 8

The Public Works Department is seeking approval of two (2) permanent easements and three (3) temporary construction easements. The City project, 2021-181 Stormwater Improvements-Project Number 8 will be partially funded by the Federal ARPA Grant from the Missouri Department of Natural Resources and is scheduled for construction in the year 2025. This project will address stormwater issues in the area of Liberty Park Boulevard and directing the stormwater underground to the open ditch to the North of W. Spring Street.

In order to construct this project, two (2) permanent easements and three (3) temporary easements are required. The temporary easements are located at 1511 W. Main Street, 1520 W. Spring Street, and 1402 Liberty Park Boulevard and the permanent easements are located at 1402 Liberty Park Boulevard and 1511 W. Main Street. The property owners have agreed and signed the easement agreements.

The executed easement agreements are attached for review. Thank you for considering the acceptance of these easements.



---

## TEMPORARY CONSTRUCTION EASEMENT

This Indenture, made this 5<sup>th</sup> day of May, 2023, by and between Kevin W. and Robin L. Wagenknecht, of the County of Pettis, State of Missouri, party of the first part ("Grantor") and the City of Sedalia, a municipal corporation, of the County of Pettis, State of Missouri, party of the second part ("Grantee").

Mailing Address of Grantee: 200 S. Osage Avenue, Sedalia, Missouri 65301

WITNESSETH, that the said party of the first part, in consideration of the sum of One Dollar (\$1.00), to them paid by the said second party, the receipt of which is hereby acknowledged, the Grantor does hereby grant unto the Grantee, its contractors, subcontractors, agents and assigns, an exclusive Temporary Access Easement (the "Easement") in, over, under, along, across and upon the property legally described in Exhibit A, Sheet 1 of 2 and shown on the map in Exhibit A, Sheet 2 of 2, which is attached hereto and incorporated by this reference, for the purpose of and upon the terms and conditions hereinafter set forth.

Purpose. The Easement is granted to the Grantee for access to and for use by the Grantee in its construction and installation of stormwater improvements and other related construction activity on adjoining property.

Term of Easement. The Easement shall commence on the date hereof and shall terminate and expire on either (a) the date construction of the stormwater improvements and related facilities are completed as determined solely by the Grantee, or (b) four (4) years from the date hereof, whichever is first to occur. Upon termination of the Easement, all of the rights and benefits of the Grantee hereunder with respect to the Easement shall automatically terminate and be of no further force and effect.

Compliance with Laws. The Grantee shall during its use and occupancy of the Easement comply with all applicable statutes, ordinances, rules and regulations of all governing authorities. This Easement shall be construed under the laws of the State of Missouri.

Restoration. In the event that any area of the Easement is disturbed by the Grantee's exercise of any of its easement rights hereunder, such area shall be reasonably restored to the condition in which it existed at the commencement of the Grantee's use of the Easement.

Warranty. The Grantor hereby covenants and warrants that it is the owner of the property covered by the Easement and has the right to grant this Easement.

Further Cooperation. Each party agrees to execute such further documents and to perform such other acts as may be reasonably necessary or desirable to further carry out the purpose and intent of the grant of the Easement.

IN WITNESS WHEREOF, the said party of the first part has executed the above day and year first above written.

**GRANTOR:**

**ATTEST:**

*[Handwritten signature]*  
\_\_\_\_\_

**MISSOURI ACKNOWLEDGEMENT**

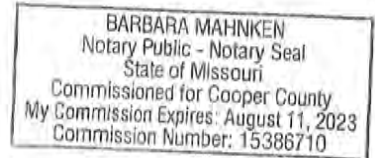
STATE OF MISSOURI     )  
  )     SS.  
COUNTY OF Cooper     )

On this 5 day of may, 2023, before me personally appeared Kevin W Wogenknecht & Robin L Wogenknecht to me known to be the person(s) described in and who executed the foregoing instrument, who being by me duly sworn, acknowledged that they executed the same as their free act and deed and for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above written.

My term expires 8-11, 2023

Barbara Mahlken  
Notary Public



---

**PERMANENT CONSTRUCTION EASEMENT**

This Indenture, made this 5<sup>th</sup> day of May, 2023, by and between Kevin W. and Robin L. Wagenknecht, of the County of Pettis, State of Missouri, party of the first part (“Grantor”) and the City of Sedalia, a municipal corporation, of the County of Pettis, State of Missouri, party of the second part (“Grantee”).

Mailing Address of Grantee: 200 S. Osage Avenue, Sedalia, Missouri 65301

WITNESSETH, that the said party of the first part, in consideration of the sum of One Dollar and 00/100 (\$1.00), to them paid by the said second party, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, and sell, convey and confirm unto the Grantee, its successors and assigns, the following described real tract or parcel of land situated in the County of Pettis, State of Missouri, to-wit: an exclusive Permanent Utility Easement over, under, along, through, across and upon the property legally described in Exhibit A, Sheet 1 of 2 and shown on the map in Exhibit A, Sheet 2 of 2, which is attached hereto and incorporated by this reference, for the purpose of and upon the terms and conditions hereinafter set forth.

Purpose. A permanent utility easement over, under, along, through, across and upon the property above described, for the construction and installation of stormwater utility improvements.

Compliance with Laws. The Grantee shall use the Easement in compliance with all applicable statutes, ordinances, rules and regulations of all governing authorities. This Permanent Easement shall be construed under the laws of the State of Missouri.

Warranty. The Grantor hereby covenants and warrants that it is the owner of the property covered by the Permanent Easement and has the right to grant such Easement.

Further Cooperation. Each party agrees to execute such further documents and to perform such other acts as may be reasonably necessary or desirable to further carry out the purpose and intent of the grant of the Permanent Easement.

IN WITNESS WHEREOF, the said party of the first part has executed the above day and year first above written.

**GRANTOR:**

**ATTEST:**


---

MISSOURI ACKNOWLEDGEMENT

STATE OF MISSOURI )  
 )  
COUNTY OF Cooper ) SS.

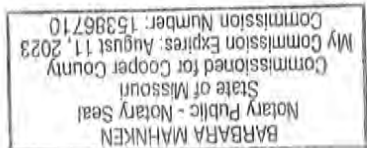
On this 5 day of May, 2023, before me personally appeared Kevin W Wagenknecht & Robin L Wagenknecht to me known to be the person(s) described in and who executed the foregoing instrument, who being by me duly sworn, acknowledged that they executed the same as their free act and deed and for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above written.

My term expires 8-11, 2023

Barbara Mahken

Notary Public



**EXHIBIT "A"**  
**SHEET 1 OF 2**

**EASEMENT DESCRIPTIONS**

**Parent Parcel**

Portion of Lots 10 and 11, Kumm & Leshers Addition, being part of the Northwest 1/4 of Section 4, Township 45 North, Range 21 West of the Fifth Principal Meridian, in the City of Sedalia, Pettis County, Missouri.

**Permanent Drainage Easement (See Exhibit "A" Sheet 2 of 2)**

A part of Parent Parcel, being more particularly described as follows:

**Commencing** at the Southwest property corner of said Parent Parcel, said point located at the intersection of the West line of the East 15.00' of said Lot 11 with the South line of said Lot 11, said point also being on the North right of way line of West Spring Street; thence Easterly, along the South line of said Lots 11 and 10, a distance of 22.00 feet to the true **POINT OF BEGINNING**; thence Northerly, parallel with said West line, a distance of 20.00 feet; thence Easterly, parallel with the South line of said Lot 10, a distance of 25.00 feet; thence Southerly, parallel with said West line, a distance of 20.00 feet to a point on the South line of said Lot 10; thence Westerly, along the South line of said Lot 10, a distance of 25.00 feet to the **POINT OF BEGINNING**.

The above described parcel contains 500 sq. ft. or 0.011 acres, more or less.

**Temporary Construction Easement (See Exhibit "A" Sheet 2 of 2)**

A part of Parent Parcel, being more particularly described as follows:

**Beginning** at the Southwest property corner of said Parent Parcel, said point located at the intersection of the West line of the East 15.00' of said Lot 11 with the South line of said Lot 11, said point also being on the North right of way line of West Spring Street; thence Northerly, along said West line, a distance of 112.01 feet; thence Easterly, parallel with the South line of said Lots 11 and 10, a distance of 20.00 feet; thence Southerly, parallel with said West line, a distance of 35.00 feet; thence Easterly, parallel with the South line of said Lot 10, a distance of 20.00 feet; thence Southerly, parallel with said West line, a distance of 57.01 feet; thence Westerly, parallel with the South line of said Lot 10, a distance of 18.00 feet; thence Southerly, parallel with said West line, a distance of 20.00 feet to a point on the South line of said Lot 10; thence Westerly, along the South line of said Lots 10 and 11, a distance of 22.00 feet to the **POINT OF BEGINNING**.

The above described parcel contains 3,420 sq. ft. or 0.079 acres, more or less.






**WILSON & COMPANY**  
800 EAST 101ST TERRACE, SUITE 200  
KANSAS CITY, MO. 64131  
816-701-3100

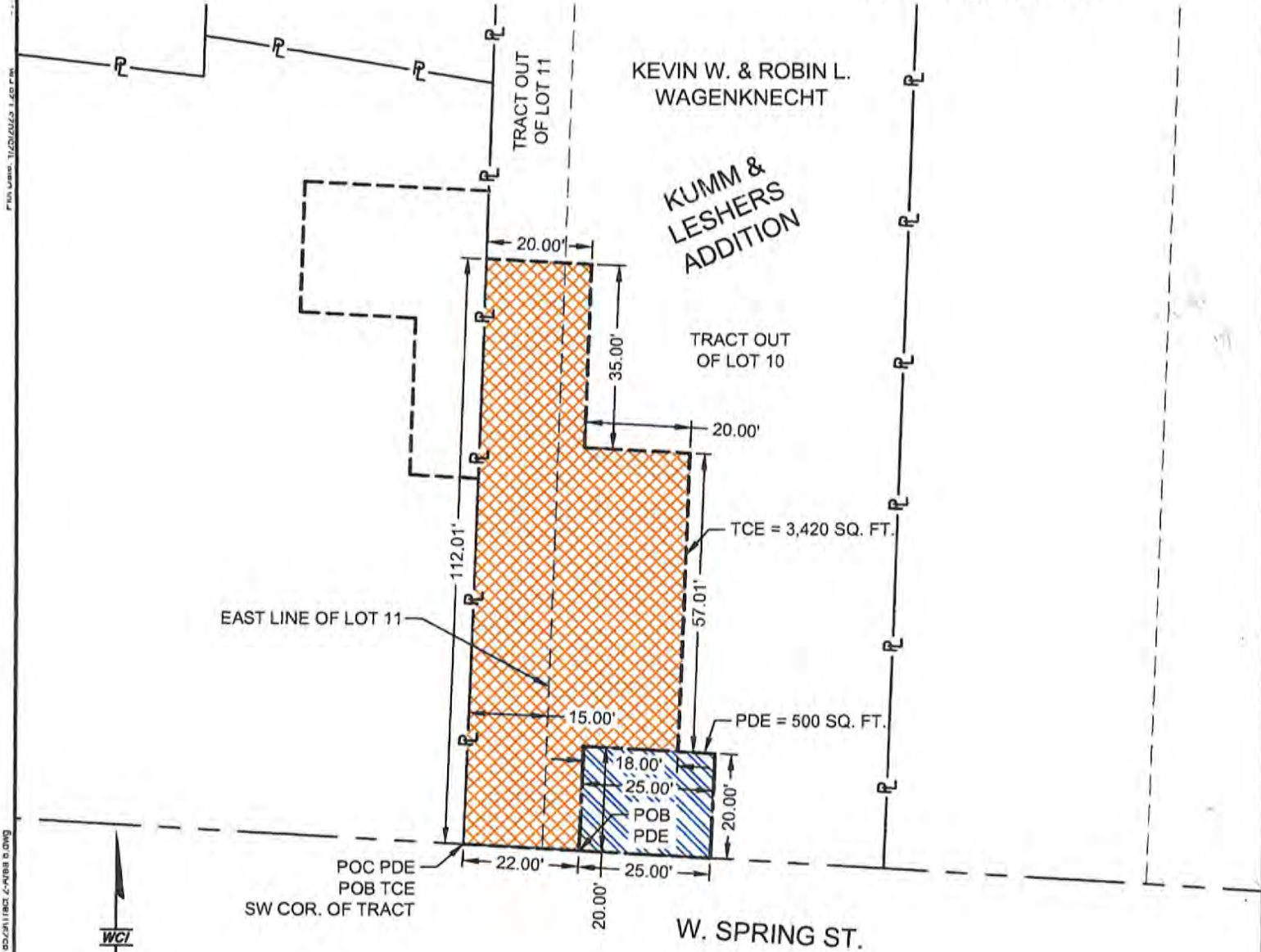
PROJECT TITLE				STORMWATER IMPROVEMENTS NO. 8			
DRAWN BY:	CHECKED BY:	APPROVED BY:	COUNTY:				
NWK	WEK	JAP	PETTIS				
REV.	DESCRIPTION			BY	DATE		

PROJECT NO.	2021-181	DATE	1/23/2023
<b>KEVIN W. &amp; ROBIN L. WAGENKNECHT</b> 1511 W. MAIN STREET			

# EXHIBIT "A" SHEET 2 OF 2

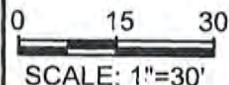
## LEGEND

-  PDE = PERMANENT DRAINAGE EASEMENT
-  TCE = TEMPORARY CONSTRUCTION EASEMENT
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
-  PROPERTY LINE
- R/W RIGHT OF WAY



**TABULATION OF AREAS**  
 PDE = 500 SQ. FT. OR 0.011 ± ACRES  
 TCE = 3,420 SQ. FT. OR 0.079 ± ACRES

This exhibit represents a graphical depiction of the areas to be taken for property acquisition only and does not constitute a parcel boundary survey. Right-of-Ways show hereon are surveyed in the field and are verified by title documents and the monuments which control their location.



SCALE: 1"=30'

**WILSON & COMPANY**  
 800 EAST 101ST TERRACE, SUITE 200  
 KANSAS CITY, MO. 64131  
 816-701-3100

PROJECT TITLE STORMWATER IMPROVEMENTS NO. 8			
DRAWN BY: NWK	CHECKED BY: WEK	APPROVED BY: JAP	COUNTY: PETTIS
REV.	DESCRIPTION	BY	DATE

PROJECT NO. 2021-181	DATE 1/23/2023
KEVIN W. & ROBIN L. WAGENKNECHT 1511 W. MAIN STREET	

---

## TEMPORARY CONSTRUCTION EASEMENT

This Indenture, made this 9 day of May, 2023, by and between McNeal Properties, LLC, of the County of Pettis, State of Missouri, party of the first part ("Grantor") and the City of Sedalia, a municipal corporation, of the County of Pettis, State of Missouri, party of the second part ("Grantee").

Mailing Address of Grantee: 200 S. Osage Avenue, Sedalia, Missouri 65301

WITNESSETH, that the said party of the first part, in consideration of the sum of One Dollar (\$1.00), to them paid by the said second party, the receipt of which is hereby acknowledged, the Grantor does hereby grant unto the Grantee, its contractors, subcontractors, agents and assigns, an exclusive Temporary Access Easement (the "Easement") in, over, under, along, across and upon the property legally described in Exhibit A, Sheet 1 of 2 and shown on the map in Exhibit A, Sheet 2 of 2, which is attached hereto and incorporated by this reference, for the purpose of and upon the terms and conditions hereinafter set forth.

Purpose. The Easement is granted to the Grantee for access to and for use by the Grantee in its construction and installation of stormwater improvements and other related construction activity on adjoining property.

Term of Easement. The Easement shall commence on the date hereof and shall terminate and expire on either (a) the date construction of the stormwater improvements and related facilities are completed as determined solely by the Grantee, or (b) four (4) years from the date hereof, whichever is first to occur. Upon termination of the Easement, all of the rights and benefits of the Grantee hereunder with respect to the Easement shall automatically terminate and be of no further force and effect.

Compliance with Laws. The Grantee shall during its use and occupancy of the Easement comply with all applicable statutes, ordinances, rules and regulations of all governing authorities. This Easement shall be construed under the laws of the State of Missouri.

Restoration. In the event that any area of the Easement is disturbed by the Grantee's exercise of any of its easement rights hereunder, such area shall be reasonably restored to the condition in which it existed at the commencement of the Grantee's use of the Easement.

Warranty. The Grantor hereby covenants and warrants that it is the owner of the property covered by the Easement and has the right to grant this Easement.

Further Cooperation. Each party agrees to execute such further documents and to perform such other acts as may be reasonably necessary or desirable to further carry out the purpose and intent of the grant of the Easement.

IN WITNESS WHEREOF, the said party of the first part has executed the above day and year first above written.

GRANTOR:

*[Handwritten signature]*

ATTEST:

*Kimberly McNeal*

MISSOURI ACKNOWLEDGEMENT

STATE OF MISSOURI )  
COUNTY OF Pettis ) SS.

On this 9 day of May, 2023, before me personally appeared

to me known to be the person(s) described in and who executed the foregoing instrument, who being by me duly sworn, acknowledged that they executed the same as their free act and deed and for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above written.

My term expires 11-17- 2026

*Janeice D. Dodick*  
Notary Public





**EXHIBIT "A"  
SHEET 1 OF 2**

**TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION**

**Parent Parcel**

Portion of Lots 11 and 12, Kumm & Leshers Addition, being part of the Northwest 1/4 of Section 4, Township 45 North, Range 21 West of the Fifth Principal Meridian, in the City of Sedalia, Pettis County, Missouri.


**Temporary Construction Easement - 1 (See Exhibit "A" Sheet 2 of 2)**

A part of Parent Parcel, being more particularly described as follows:

**Commencing** at the Southeast property corner of said Parent Parcel, said point located at the intersection of the East line of the West 100.00' of said Lot 11 with the South line of said Lot 11, said point also being on the North right of way line of West Spring Street; thence Northerly, along said East line, a distance of 70.01 feet to the true **POINT OF BEGINNING**; thence Westerly, parallel with the South line of said Lot 11, a distance of 13.00 feet; thence Northerly, parallel with said East line, a distance of 30.00 feet; thence Westerly, parallel with the South line of said Lot 11, a distance of 22.00 feet; thence Northerly, parallel with said East line, a distance of 25.00 feet; thence Easterly, parallel with the South line of said Lot 11, a distance of 35.00 feet to a point on said East line; thence Southerly, along said East line, a distance of 55.01 feet to the **POINT OF BEGINNING**.



The above described parcel contains 1,265 sq. ft. or 0.029 acres, more or less.



 800 EAST 101ST TERRACE, SUITE 200 KANSAS CITY, MO. 64131 816-701-3100	PROJECT TITLE <b>STORMWATER IMPROVEMENTS NO. 8</b>				PROJECT NO. 2021-181	DATE 1/23/2023
	DRAWN BY: NWK	CHECKED BY: WEK	APPROVED BY: JAP	COUNTY: PETTIS	<b>MC NEAL PROPERTIES, LLC</b> <b>1520 W. SPRING STREET</b>	
	REV.	DESCRIPTION	BY	DATE		

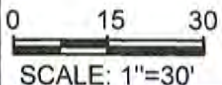
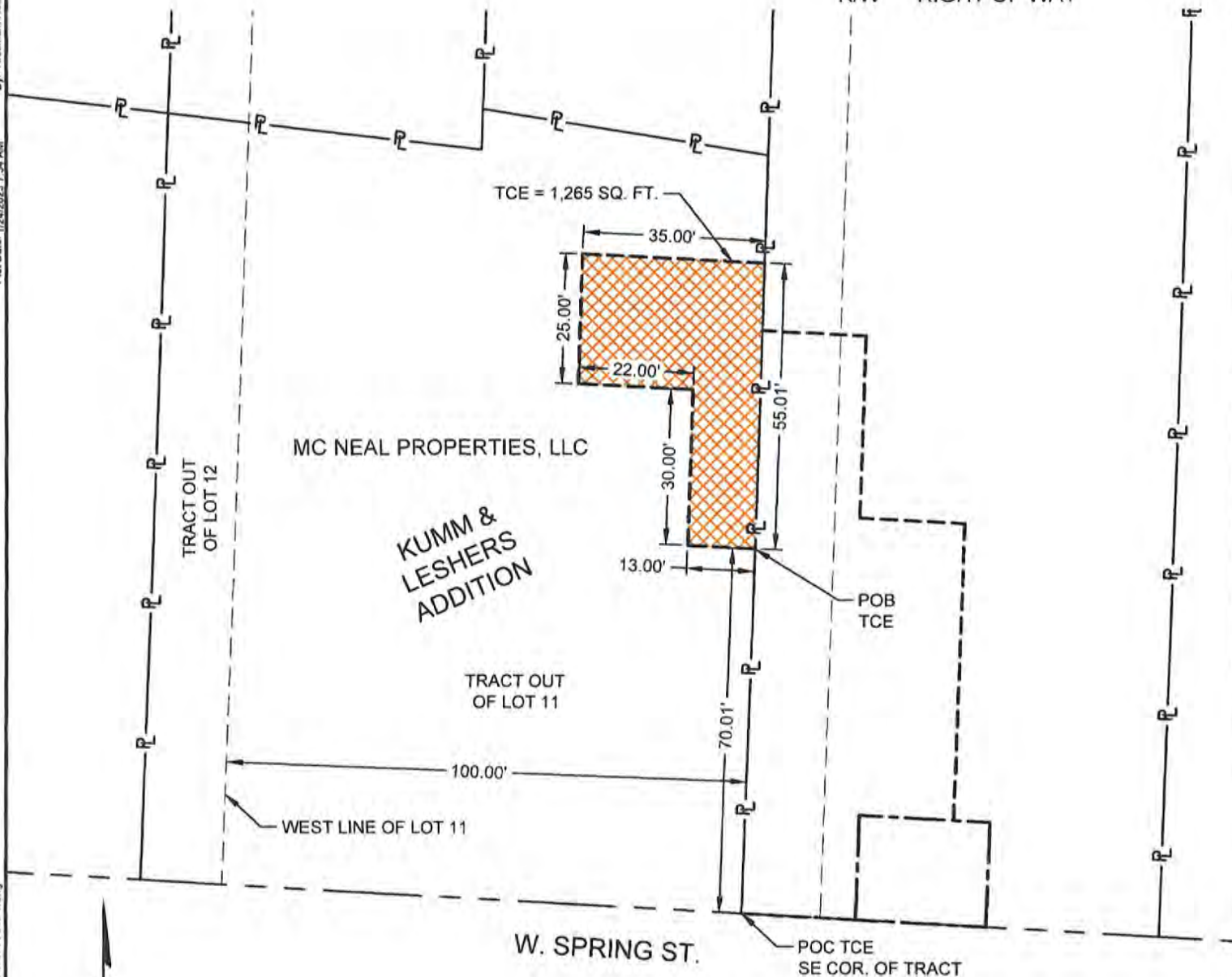
# EXHIBIT "A" SHEET 2 OF 2

## LEGEND

-  TCE = TEMPORARY CONSTRUCTION EASEMENT
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
-  PROPERTY LINE
- R/W RIGHT OF WAY

Plot Date: 1/24/2023 7:54 AM

C:\users\mkrallman\appdata\local\temp\project\wci\_projects\05185291\Tract 1-Area 8.dwg



**TABULATION OF AREAS**  
TCE = 1,265 SQ. FT. OR 0.029 ± ACRES

This exhibit represents a graphical depiction of the areas to be taken for property acquisition only and does not constitute a parcel boundary survey. Right-of-Ways show hereon are surveyed in the field and are verified by title documents and the monuments which control their location.

**WILSON & COMPANY**  
800 EAST 101ST TERRACE, SUITE 200  
KANSAS CITY, MO. 64131  
816-701-3100

PROJECT TITLE				STORMWATER IMPROVEMENTS NO. 8			
DRAWN BY:	CHECKED BY:	APPROVED BY:	COUNTY:				
NWK	WEK	JAP	PETTIS				
REV.	DESCRIPTION			BY	DATE		

PROJECT NO. 2021-181	DATE 1/23/2023
<b>MC NEAL PROPERTIES, LLC</b> <b>1520 W. SPRING STREET</b>	

---

## PERMANENT CONSTRUCTION EASEMENT

This Indenture, made this 14th day of March, 2023, by and between Sedalia Elderly Housing, of the County of Pettis, State of Missouri, party of the first part ("Grantor") and the City of Sedalia, a municipal corporation, of the County of Pettis, State of Missouri, party of the second part ("Grantee").

Mailing Address of Grantee: 200 S. Osage Avenue, Sedalia, Missouri 65301

WITNESSETH, that the said party of the first part, in consideration of the sum of One Dollar and 00/100 (\$1.00), to them paid by the said second party, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, and sell, convey and confirm unto the Grantee, its successors and assigns, the following described real tract or parcel of land situated in the County of Pettis, State of Missouri, to-wit: an exclusive Permanent Utility Easement over, under, along, through, across and upon the property legally described in Exhibit A, Sheet 1 of 2 and shown on the map in Exhibit A, Sheet 2 of 2, which is attached hereto and incorporated by this reference, for the purpose of and upon the terms and conditions hereinafter set forth.

Purpose. A permanent utility easement over, under, along, through, across and upon the property above described, for the construction and installation of stormwater utility improvements.

Compliance with Laws. The Grantee shall use the Easement in compliance with all applicable statutes, ordinances, rules and regulations of all governing authorities. This Permanent Easement shall be construed under the laws of the State of Missouri.

Warranty. The Grantor hereby covenants and warrants that it is the owner of the property covered by the Permanent Easement and has the right to grant such Easement.

Further Cooperation. Each party agrees to execute such further documents and to perform such other acts as may be reasonably necessary or desirable to further carry out the purpose and intent of the grant of the Permanent Easement.

IN WITNESS WHEREOF, the said party of the first part has executed the above day and year first above written.

**GRANTOR:**

Lisa Braverman  
Lisa Braverman  
Board President

**ATTEST:**

Michelle Whelan  
Witness

MISSOURI ACKNOWLEDGEMENT

STATE OF MISSOURI )  
 )  
COUNTY OF Pettis ) SS.

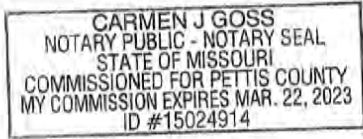
On this 14<sup>th</sup> day of March, 2023, before me personally appeared  
Lisa Braverman

to me known to be the person(s) described in and who executed the foregoing instrument, who being by me duly sworn, acknowledged that they executed the same as their free act and deed and for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above written.

My term expires March 22, 2023

Carmen J. Goss  
Notary Public



---

## TEMPORARY CONSTRUCTION EASEMENT

This Indenture, made this 14th day of March, 2023, by and between Sedalia Elderly Housing, of the County of Pettis, State of Missouri, party of the first part ("Grantor") and the City of Sedalia, a municipal corporation, of the County of Pettis, State of Missouri, party of the second part ("Grantee").

Mailing Address of Grantee: 200 S. Osage Avenue, Sedalia, Missouri 65301

WITNESSETH, that the said party of the first part, in consideration of the sum of One Dollar (\$1.00), to them paid by the said second party, the receipt of which is hereby acknowledged, the Grantor does hereby grant unto the Grantee, its contractors, subcontractors, agents and assigns, an exclusive Temporary Access Easement (the "Easement") in, over, under, along, across and upon the property legally described in Exhibit A, Sheet 1 of 2 and shown on the map in Exhibit A, Sheet 2 of 2, which is attached hereto and incorporated by this reference, for the purpose of and upon the terms and conditions hereinafter set forth.

Purpose. The Easement is granted to the Grantee for access to and for use by the Grantee in its construction and installation of stormwater improvements and other related construction activity on adjoining property.

Term of Easement. The Easement shall commence on the date hereof and shall terminate and expire on either (a) the date construction of the stormwater improvements and related facilities are completed as determined solely by the Grantee, or (b) four (4) years from the date hereof, whichever is first to occur. Upon termination of the Easement, all of the rights and benefits of the Grantee hereunder with respect to the Easement shall automatically terminate and be of no further force and effect.

Compliance with Laws. The Grantee shall during its use and occupancy of the Easement comply with all applicable statutes, ordinances, rules and regulations of all governing authorities. This Easement shall be construed under the laws of the State of Missouri.

Restoration. In the event that any area of the Easement is disturbed by the Grantee's exercise of any of its easement rights hereunder, such area shall be reasonably restored to the condition in which it existed at the commencement of the Grantee's use of the Easement.

Warranty. The Grantor hereby covenants and warrants that it is the owner of the property covered by the Easement and has the right to grant this Easement.

Further Cooperation. Each party agrees to execute such further documents and to perform such other acts as may be reasonably necessary or desirable to further carry out the purpose and intent of the grant of the Easement.

IN WITNESS WHEREOF, the said party of the first part has executed the above day and year first above written.

GRANTOR:

ATTEST:

Lisa Braverman

Monika Uhl

Lisa Braverman

Witness

Board President

MISSOURI ACKNOWLEDGEMENT

STATE OF MISSOURI )

COUNTY OF Pettis )

SS.

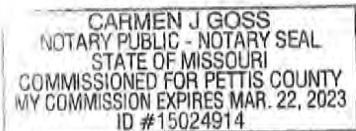
On this 14<sup>th</sup> day of March, 2023, before me personally appeared Lisa Braverman

to me known to be the person(s) described in and who executed the foregoing instrument, who being by me duly sworn, acknowledged that they executed the same as their free act and deed and for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above written.

My term expires March 22, 2023

Carmen J Goss  
Notary Public



**EXHIBIT "A"  
SHEET 1 OF 2**

**EASEMENT DESCRIPTIONS**

**Parent Parcel**

Lot 1, Tambo Addition, being part of the Northwest 1/4 of Section 4, Township 45 North, Range 21 West of the Fifth Principal Meridian, in the City of Sedalia, Pettis County, Missouri.

**Permanent Drainage Easement (See Exhibit "A" Sheet 2 of 2)**

A part of Parent Parcel, being more particularly described as follows:

**Commencing** at the Northwest property corner of said Lot 1, said point also being on the South right of way line of West Spring Street; thence Easterly, along the North line of said Lot 1, a distance of 15.00 feet to the true **POINT OF BEGINNING**; thence Easterly, continuing along the North line of said Lot 1, a distance of 315.00 feet to the West line of an existing 15' wide storm sewer easement; thence Southerly, along said West easement line, a distance of 25.00 feet; thence Westerly, parallel with the North line of said Lot 1 line, a distance of 292.99 feet; thence Southerly, parallel with the West line of said Lot 1, a distance of 35.00 feet; thence Westerly, parallel with the North line of said Lot 1 line, a distance of 22.00 feet; thence Northerly, parallel with the West line of said Lot 1, a distance of 60.01 feet to the **POINT OF BEGINNING**.

The above described parcel contains 8,645 sq. ft. or 0.20 acres, more or less.

**Temporary Construction Easement (See Exhibit "A" Sheet 2 of 2)**

A part of Parent Parcel, being more particularly described as follows:

**Beginning** at the Northwest property corner of said Lot 1, said point also being on the South right of way line of West Spring Street; thence Easterly, along the North line of said Lot 1, a distance of 15.00 feet; thence Southerly, parallel with the West line of said Lot 1, a distance of 60.01 feet; thence Easterly, parallel with the North line of said Lot 1 line, a distance of 22.00 feet; thence Northerly, parallel with the West line of said Lot 1, a distance of 35.00 feet; thence Easterly, parallel with the North line of said Lot 1 line, a distance of 19.69 feet; thence Southerly, parallel with the West line of said Lot 1, a distance of 45.01 feet; thence Westerly, parallel with the North line of said Lot 1 line, a distance of 56.70 feet to the West line of said Lot 1; thence Northerly, along the West line of said Lot 1, a distance of 70.01 feet to the **POINT OF BEGINNING**.




The above described parcel contains 2,156 sq. ft. or 0.049 acres, more or less.



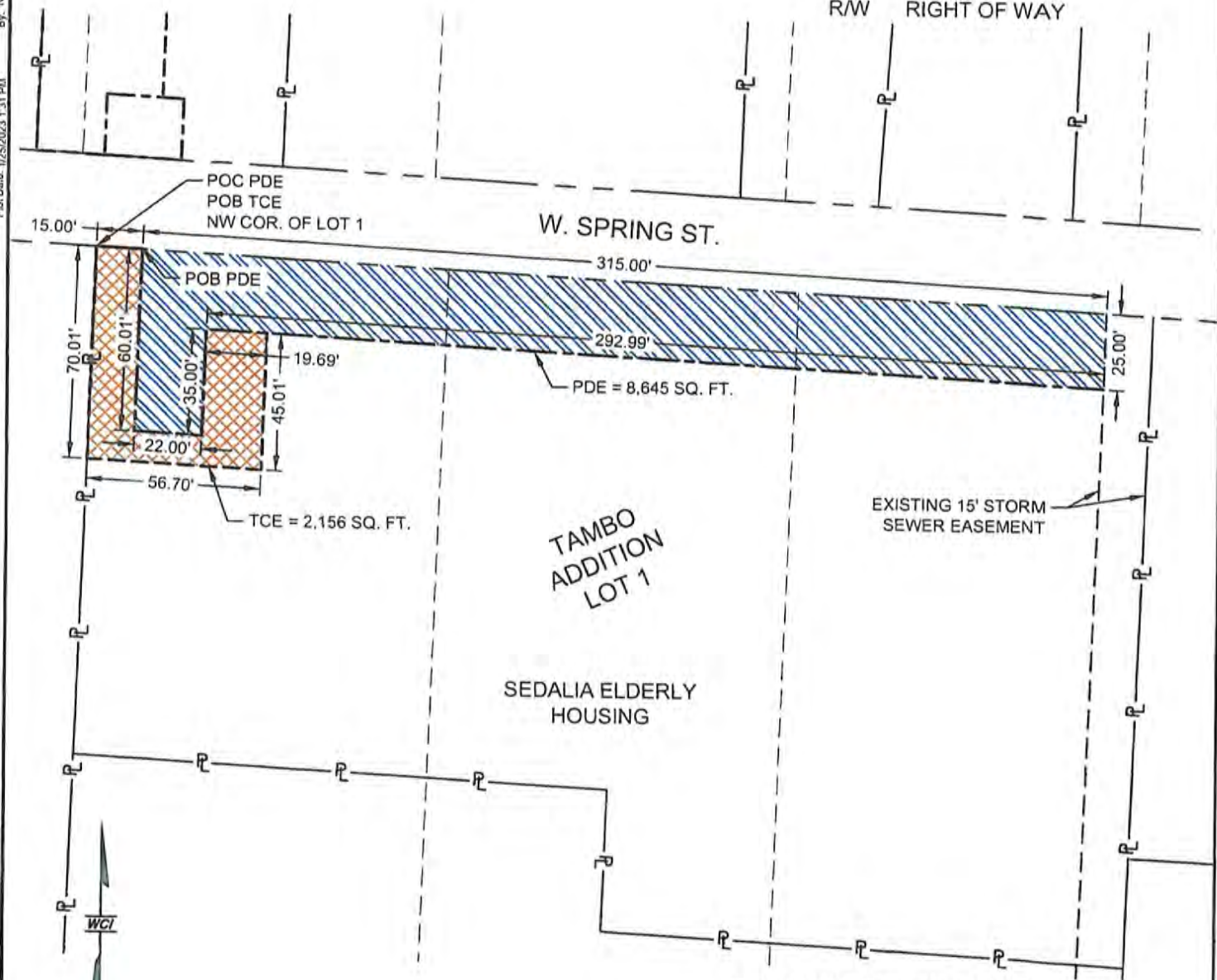
<p style="font-size: small;">800 EAST 101ST TERRACE, SUITE 200 KANSAS CITY, MO. 64131 816-701-3100</p>	PROJECT TITLE <b>STORMWATER IMPROVEMENTS NO. 8</b>				PROJECT NO. 2021-181	DATE 1/23/2023
	DRAWN BY: <b>NWK</b>	CHECKED BY: <b>WEK</b>	APPROVED BY: <b>JAP</b>	COUNTY: <b>PETTIS</b>	<b>SEDALIA ELDERLY HOUSING 1402 LIBERTY PARK BLVD.</b>	
	REV.	DESCRIPTION	BY	DATE		

# EXHIBIT "A" SHEET 2 OF 2

## LEGEND

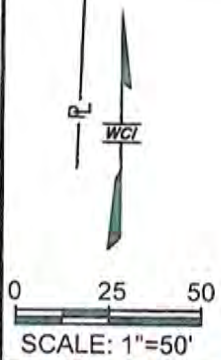
-  PDE = PERMANENT DRAINAGE EASEMENT
-  TCE = TEMPORARY CONSTRUCTION EASEMENT
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
-  PROPERTY LINE
- R/W RIGHT OF WAY

By: Nester, David  
 File Date: 1/25/2023 1:31 PM



**TABULATION OF AREAS**  
 PDE = 8,645 SQ. FT. OR 0.20 ± ACRES  
 TCE = 2,156 SQ. FT. OR 0.049 ± ACRES

This exhibit represents a graphical depiction of the areas to be taken for property acquisition only and does not constitute a parcel boundary survey. Right-of-Ways show hereon are surveyed in the field and are verified by title documents and the monuments which control their location.



**WILSON & COMPANY**  
 800 EAST 101ST TERRACE, SUITE 200  
 KANSAS CITY, MO. 64131  
 816-701-3100

PROJECT TITLE				STORMWATER IMPROVEMENTS NO. 8		PROJECT NO. 2021-181		DATE 1/23/2023	
DRAWN BY:		CHECKED BY:		APPROVED BY:		COUNTY:			
NWK		WEK		JAP		PETTIS			
REV.	DESCRIPTION			BY	DATE				

**SEDALIA ELDERLY HOUSING**  
 1402 LIBERTY PARK BLVD.

C:\users\dnester\appdata\local\benlinc\project\sewec\_projects\1402LibertyPark\1402LibertyPark-Area B.dwg



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

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

**AN ORDINANCE ACCEPTING PERMANENT CONSTRUCTION EASEMENT RELATING TO STORM DRAINAGE IMPROVEMENTS, PROJECT AREA 13.**

**WHEREAS**, the City of Sedalia received proposals for Storm Drainage Improvements, Project Area 13 for necessary public improvements; and

**WHEREAS**, in order for the City of Sedalia, Missouri to complete the needed improvements for said project, temporary and permanent construction easements for the purpose of laying, operating and maintaining a storm sewer pipe, pipes or ditch must be secured from various property owners; and

**WHEREAS**, owners of property located at 726 East 10<sup>th</sup>, granted to the City of Sedalia, Missouri the necessary permanent construction easement required to complete the necessary drainage improvements as more fully described in the easement attached to this ordinance as Exhibit A and incorporated by reference herein.

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

**Section 1.** The Council of the City of Sedalia, Missouri, hereby accepts the permanent construction easement from owners of properties located at 726 East 10<sup>th</sup> as more fully described in the easement attached to this Ordinance and incorporated herein.

**Section 2.** The City Clerk is hereby authorized and directed to file in his office the said permanent construction easement and Ordinance after recoding said easement and Ordinance with the Pettis County Recorder of Deeds.

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

Read two times by title, copies of the proposed Ordinance having been made available for public inspection prior to the time the Bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 3<sup>rd</sup> day of July, 2023

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

Approved by the Mayor of said City this 3<sup>rd</sup> day of July 2023.

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

ATTEST:

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



Let's Cross Paths

## City of Sedalia

200 S. Osage

Sedalia, MO 65301

(660) 827-3000 [www.sedalia.com](http://www.sedalia.com)

---

To: Kelvin Shaw, City Administrator  
Through: Chris Davies, Public Works Director   
From: Jeremy Stone, Public Works Project Manager  
Date: June 26, 2023  
Subject: Council Memo-Acceptance of One (1) Permanent Easement Related to 2021-181 Stormwater Improvements Project Number 13

The Public Works Department is seeking approval of one (1) permanent easement. The City project, 2021-181 Stormwater Improvements-Project Number 13 will be partially funded by the Federal ARPA Grant from the Missouri Department of Natural Resources and is scheduled for construction in the year 2023. This project will address stormwater issues in the area of E. 10<sup>th</sup> Street between S. Hancock Avenue and S. Marvin Avenue and on E. 12<sup>th</sup> Street between S. Montgomery Avenue and S. Marvin Avenue and directing the stormwater underground to the open ditch to the South of E. 12<sup>th</sup> Street.

In order to construct this project, one (1) permanent easement is required. The permanent easement is located at 726 E. 10<sup>th</sup> Street. The property owner has agreed and signed the permanent easement agreement.

The executed easement agreement is attached for review. Thank you for considering the acceptance of this easement.

---

## PERMANENT CONSTRUCTION EASEMENT

This Indenture, made this 19 day of May, 2023, by and between John H. Bigelow, of the County of Pettis, State of Missouri, party of the first part ("Grantor") and the City of Sedalia, a municipal corporation, of the County of Pettis, State of Missouri, party of the second part ("Grantee").

Mailing Address of Grantee: 200 S. Osage Avenue, Sedalia, Missouri 65301

WITNESSETH, that the said party of the first part, in consideration of the sum of One Dollar and 00/100 (\$1.00), to them paid by the said second party, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, and sell, convey and confirm unto the Grantee, its successors and assigns, the following described real tract or parcel of land situated in the County of Pettis, State of Missouri, to-wit: and exclusive Permanent Utility Easement over, under, along, through, across and upon the property legally described in Exhibit A, Sheet 1 of 2 and shown on the map in Exhibit A, Sheet 2 of 2, which is attached hereto and incorporated by this reference, for the purpose of and upon the terms and conditions hereinafter set forth.

Purpose. A permanent utility easement over, under, along, through, across and upon the property above described, for the construction and installation of stormwater utility improvements.

Compliance with Laws. The Grantee shall use the Easement in compliance with all applicable statutes, ordinances, rules and regulations of all governing authorities. This Permanent Easement shall be constructed under the laws of the State of Missouri.

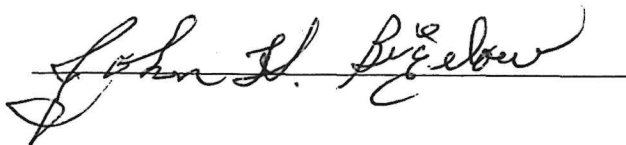
Warranty. The Grantor hereby covenants and warrants that it is the owner of the property covered by the Easement and has the right to grant this Easement.

Further Cooperation. Each party agrees to execute such further documents and to perform such other acts as may be reasonably necessary or desirable to further carry out the purpose and intent of the grant of the Easement.

IN WITNESS WHEREOF, the said party of the first part has executed the above day and year first above written.

GRANTOR:

ATTEST:

  
\_\_\_\_\_

\_\_\_\_\_



**EXHIBIT "A"  
SHEET 1 OF 2**

**PERMANENT STORM DRAINAGE EASEMENT DESCRIPTION**

**Original Parcel**

Lots 8 and 9, Block 10, of "SMITH & COTTON 7TH ADDITION", a platted subdivision recorded in Plat Book 2, Page 5, in the Pettis County Recorder of deeds office, being part of the Southwest 1/4 of Section 3, Township 45 North, Range 21 West of the Fifth Principal Meridian, in the City of Sedalia, Pettis County, Missouri.

**Permanent Storm Drainage Easement (See Exhibit "A" Sheet 2 of 2)**

A part of Original Parcel, being more particularly described as follows:

**Beginning** at the Northeast property corner of said Lot 9, Block 10; thence S01°26'34"W along the East property line of said Lot 9, Block 10, a distance of 5.00 feet, said East property line being the West right of way line of South Marvin Avenue as now established; thence N42°38'22"W, leaving said East property line, a distance of 7.18 feet to a point on the North property line of said Lot 9, Block 10, said North property line being the South right of way line of East 10th Street as now established; thence S86°43'18"E along said North property line, a distance of 5.00 feet to the **POINT OF BEGINNING**.

The above described parcel contains 12.49 sq. ft. or 0.0003 acres, more or less

The bearings used in this description are based on the Missouri Central Zone State Plane Coordinate System, NAD 83.



**WILSON & COMPANY**  
800 EAST 101ST TERRACE, SUITE 200  
KANSAS CITY, MO. 64131  
816-701-3100



PROJECT TITLE <b>STORMWATER MASTER PLAN - AREA #13</b>			
DRAWN BY: <b>TRZ</b>	CHECKED BY: <b>WEK</b>	APPROVED BY: <b>JAP</b>	COUNTY: <b>PETTIS</b>
REV.	DESCRIPTION	BY	DATE

PROJECT NO. 2021-160	DATE 5/19/2022
<b>BILLY W. &amp; ANNA M. RENFRO 726 E. 10TH STREET</b>	

# EXHIBIT "A"

## SHEET 2 OF 2

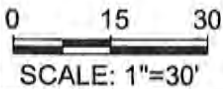
### LEGEND

-  PDE = PERMANENT STORM DRAINAGE EASEMENT
- POB POINT OF BEGINNING
-  PROPERTY LINE
- R/W RIGHT OF WAY



**TABULATION OF AREAS**  
PDE = 12.49 SQ.FT. OR 0.0003± ACRES

This exhibit represents a graphical depiction of the areas to be taken for property acquisition only and does not constitute a parcel boundary survey. Right-of-Ways show hereon are surveyed in the field and are verified by title documents and the monuments which control their location.



WCI

C:\wcp\06765311\Tract Map 01-Area 13-Renfro.dwg

Plot Date: 5/19/2022 7:29 AM By: Netter, David E

**WILSON & COMPANY**  
800 EAST 101ST TERRACE, SUITE 200  
KANSAS CITY, MO. 64131  
816-701-3100

PROJECT TITLE <b>STORMWATER MASTER PLAN - AREA #13</b>			
DRAWN BY: TRZ	CHECKED BY: WEK	APPROVED BY: JAP	COUNTY: PETTIS
REV.	DESCRIPTION	BY	DATE

PROJECT NO. 2021-160	DATE 5/19/2022
<b>BILLY W. &amp; ANNA M. RENFRO</b> 726 E. 10TH STREET	

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

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

**AN ORDINANCE ACCEPTING TEMPORARY CONSTRUCTION EASEMENTS RELATING TO STORM DRAINAGE IMPROVEMENTS, PROJECT AREA 14.**

**WHEREAS**, the City of Sedalia received proposals for Storm Drainage Improvements, Project Area 14 for necessary public improvements; and

**WHEREAS**, in order for the City of Sedalia, Missouri to complete the needed improvements for said project, temporary construction easements for the purpose of laying, operating and maintaining a storm sewer pipe, pipes or ditch must be secured from various property owners; and

**WHEREAS**, owners of properties located at 1415 East 10<sup>th</sup>, 1404 East 9<sup>th</sup>, 1413 East 10<sup>th</sup>, and 900 South Porter granted to the City of Sedalia, Missouri the necessary temporary construction easement required to complete the necessary drainage improvements as more fully described in the easements attached to this ordinance as Exhibits A, B, C & D 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 accepts the temporary construction easements from owners of properties located at 1415 East 10<sup>th</sup>, 1404 East 9<sup>th</sup>, 1413 East 10<sup>th</sup>, and 900 South Porter as more fully described in the easements attached to this Ordinance and incorporated herein.

**Section 2.** The City Clerk is hereby authorized and directed to file in his office the said temporary construction easements and Ordinance after recoding said easements and Ordinance with the Pettis County Recorder of Deeds.

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

Read two times by title, copies of the proposed Ordinance having been made available for public inspection prior to the time the Bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 3<sup>rd</sup> day of July 2023.

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

Approved by the Mayor of said City this 3<sup>rd</sup> day of July, 2023.

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

ATTEST:

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



Let's Cross Paths

## City of Sedalia

200 S. Osage

Sedalia, MO 65301

(660) 827-3000 [www.sedalia.com](http://www.sedalia.com)

---

To: Kelvin Shaw, City Administrator  
Through: Chris Davies, Public Works Director *CD*  
From: Jeremy Stone, Public Works Project Manager  
Date: June 26, 2023  
Subject: Council Memo-Acceptance of four (4) Temporary Construction Easements Related to 2021-181 Stormwater Improvements Project Number 14

The Public Works Department is seeking approval of four (4) temporary construction easements. The City project, 2021-181 Stormwater Improvements-Project Number 14 will be partially funded by the Federal ARPA Grant from the Missouri Department of Natural Resources and is scheduled for construction in the year 2023. This project will address stormwater issues in the area of S. Marvin Avenue between E. 6<sup>th</sup> Street and E. 9<sup>th</sup> Street and directing the stormwater underground to the open ditch to the South of E. 9<sup>th</sup> Street.

In order to construct this project, four (4) temporary easements are required. The temporary easements are located at 1415 E. 10<sup>th</sup> Street, 1404 E. 9<sup>th</sup> Street, 1413 E. 10<sup>th</sup> Street, and 900 S. Porter Avenue. The property owners have agreed and signed the temporary easement agreements.

The executed easement agreements are attached for review. Thank you for considering the acceptance of these easements.



---

## TEMPORARY CONSTRUCTION EASEMENT

This Indenture, made this 13 day of March, 2023, by and between Virginia R. Brown, of the County of Pettis, State of Missouri, party of the first part ("Grantor") and the City of Sedalia, a municipal corporation, of the County of Pettis, State of Missouri, party of the second part ("Grantee").

Mailing Address of Grantee: 200 S. Osage Avenue, Sedalia, Missouri 65301

WITNESSETH, that the said party of the first part, in consideration of the sum of One Dollar (\$1.00), to them paid by the said second party, the receipt of which is hereby acknowledged, the Grantor does hereby grant unto the Grantee, its contractors, subcontractors, agents and assigns, an exclusive Temporary Access Easement (the "Easement") in, over, under, along, across and upon the property legally described in Exhibit A, Sheet 1 of 2 and shown on the map in Exhibit A, Sheet 2 of 2, which is attached hereto and incorporated by this reference, for the purpose of and upon the terms and conditions hereinafter set forth.

Purpose. The Easement is granted to the Grantee for access to and for use by the Grantee in its construction and installation of stormwater improvements and other related construction activity on adjoining property.

Term of Easement. The Easement shall commence on the date hereof and shall terminate and expire on either (a) the date construction of the stormwater improvements and related facilities are completed as determined solely by the Grantee, or (b) four (4) years from the date hereof, whichever is first to occur. Upon termination of the Easement, all of the rights and benefits of the Grantee hereunder with respect to the Easement shall automatically terminate and be of no further force and effect.

Compliance with Laws. The Grantee shall during its use and occupancy of the Easement comply with all applicable statutes, ordinances, rules and regulations of all governing authorities. This Easement shall be construed under the laws of the State of Missouri.

Restoration. In the event that any area of the Easement is disturbed by the Grantee's exercise of any of its easement rights hereunder, such area shall be reasonably restored to the condition in which it existed at the commencement of the Grantee's use of the Easement.

Warranty. The Grantor hereby covenants and warrants that it is the owner of the property covered by the Easement and has the right to grant this Easement.

Further Cooperation. Each party agrees to execute such further documents and to perform such other acts as may be reasonably necessary or desirable to further carry out the purpose and intent of the grant of the Easement.

IN WITNESS WHEREOF, the said party of the first part has executed the above day and year first above written.

GRANTOR:

ATTEST:

Virginia Brown  
Virginia Brown

MISSOURI ACKNOWLEDGEMENT

STATE OF MISSOURI )  
COUNTY OF Pettis ) SS.

On this 15<sup>th</sup> day of March, 2023, before me personally appeared Virginia Brown

to me known to be the person(s) described in and who executed the foregoing instrument, who being by me duly sworn, acknowledged that they executed the same as their free act and deed and for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above written.

My term expires August 20, 2025  
Jilene Marie Streit  
Notary Public

JILENE MARIE STREIT  
NOTARY PUBLIC - NOTARY SEAL  
STATE OF MISSOURI  
MY COMMISSION EXPIRES AUGUST 20, 2025  
COOPER COUNTY  
COMMISSION #13516962

EXHIBIT "A"  
SHEET 1 OF 2

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

**Parent Parcel**

Lots 3 and 4, Block 11, Hale & Gentrys Addition, being part of the Southeast 1/4 of Section 3, Township 45 North, Range 21 West of the Fifth Principal Meridian, in the City of Sedalia, Pettis County, Missouri.

**Temporary Construction Easement (See Exhibit "A" Sheet 2 of 2)**

A part of Parent Parcel, being more particularly described as follows:

**Beginning** at the Northeast property corner of said Lot 4, said point also being on the South right of way line of East 9th Street; thence Southerly, along the East line of said Lot 4, a distance of 120.03 feet to the South line of said Lot 4; thence Westerly, along the South line of said Lot 4, a distance of 19.17 feet; thence Northerly, parallel with the East line of said Lot 4, a distance of 120.03 feet to a point on the North line of said Lot 4; thence Easterly, along the North line of said Lot 4, a distance of 19.17 feet to the **POINT OF BEGINNING**.

The above described parcel contains 2,301 sq. ft. or 0.053 acres, more or less.





**WILSON & COMPANY**  
800 EAST 101ST TERRACE, SUITE 200  
KANSAS CITY, MO. 64131  
816-701-3100

PROJECT TITLE				STORMWATER IMPROVEMENTS NO. 14		PROJECT NO.	2021-181	DATE	1/23/2023
DRAWN BY:	CHECKED BY:	APPROVED BY:	COUNTY:	VIRGINIA R. BROWN 1404 E. 9TH STREET					
NWK	WEK	JAP	PETTIS						
REV.	DESCRIPTION	BY	DATE						

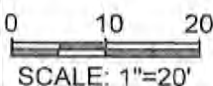
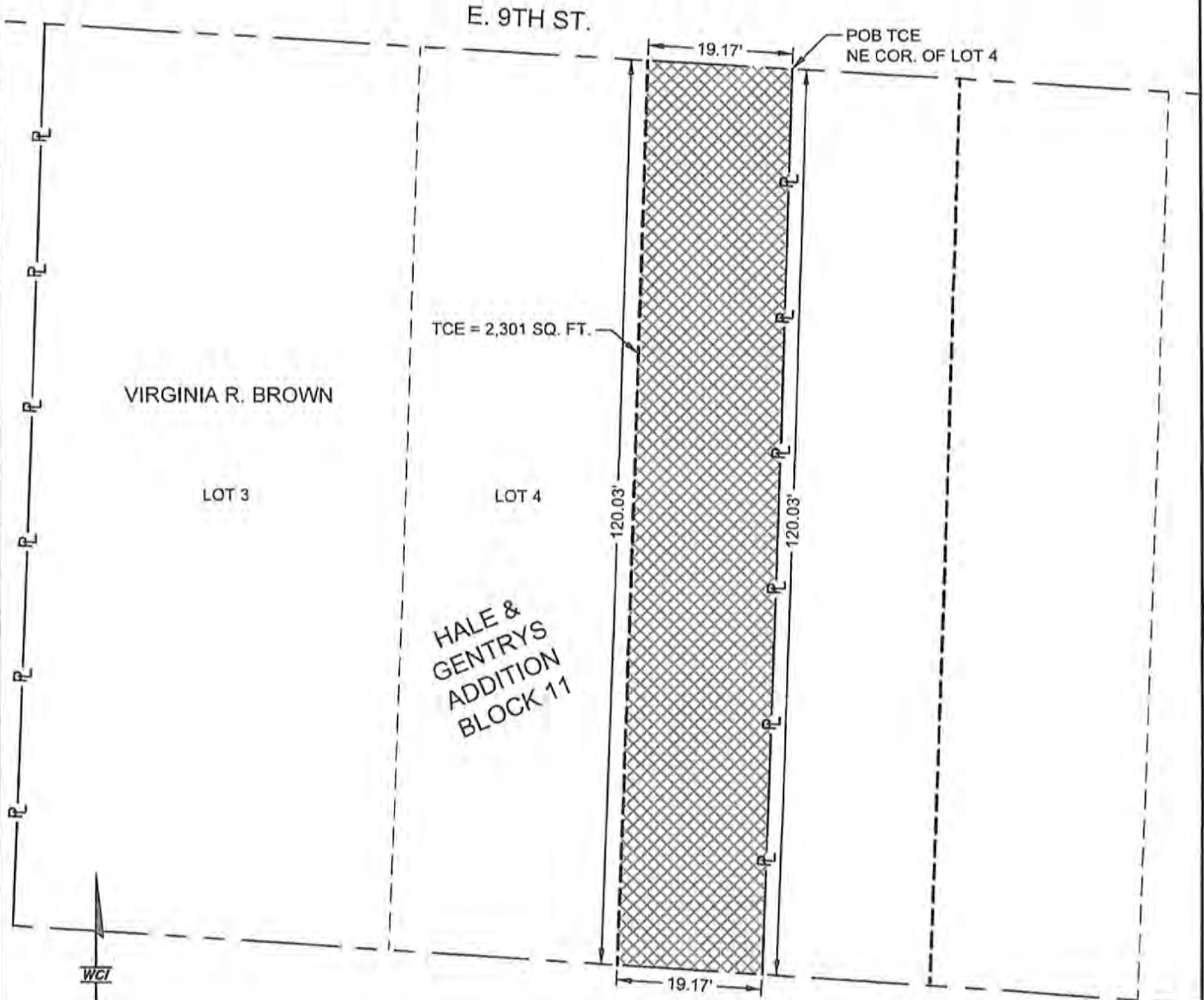
# EXHIBIT "A" SHEET 2 OF 2

## LEGEND

-  TCE = TEMPORARY CONSTRUCTION EASEMENT
- POB POINT OF BEGINNING
-  PROPERTY LINE
- R/W RIGHT OF WAY

Plot Date: 1/24/2023 7:43 AM

C:\users\wkrallman\appdata\local\benley\project\wise\wci\_projects\05765531\read 1-Area 14.dwg



**TABULATION OF AREAS**  
TCE = 2,301 SQ. FT. OR 0.053 ± ACRES

This exhibit represents a graphical depiction of the areas to be taken for property acquisition only and does not constitute a parcel boundary survey. Right-of-Ways show hereon are surveyed in the field and are verified by title documents and the monuments which control their location.

**WILSON & COMPANY**  
800 EAST 101ST TERRACE, SUITE 200  
KANSAS CITY, MO. 64131  
816-701-3100

PROJECT TITLE STORMWATER IMPROVEMENTS NO. 14			
DRAWN BY: NWK	CHECKED BY: WEK	APPROVED BY: JAP	COUNTY: PETTIS
REV.	DESCRIPTION	BY	DATE

PROJECT NO. 2021-181	DATE 1/23/2023
VIRGINIA R. BROWN 1404 E. 9TH STREET	

---

## TEMPORARY CONSTRUCTION EASEMENT

This Indenture, made this 1<sup>st</sup> day of March, 2023, by and between Lori A. Moon, of the County of Pettis, State of Missouri, party of the first part ("Grantor") and the City of Sedalia, a municipal corporation, of the County of Pettis, State of Missouri, party of the second part ("Grantee").

Mailing Address of Grantee: 200 S. Osage Avenue, Sedalia, Missouri 65301

WITNESSETH, that the said party of the first part, in consideration of the sum of One Dollar (\$1.00), to them paid by the said second party, the receipt of which is hereby acknowledged, the Grantor does hereby grant unto the Grantee, its contractors, subcontractors, agents and assigns, an exclusive Temporary Access Easement (the "Easement") in, over, under, along, across and upon the property legally described in Exhibit A, Sheet 1 of 2 and shown on the map in Exhibit A, Sheet 2 of 2, which is attached hereto and incorporated by this reference, for the purpose of and upon the terms and conditions hereinafter set forth.

Purpose. The Easement is granted to the Grantee for access to and for use by the Grantee in its construction and installation of stormwater improvements and other related construction activity on adjoining property.

Term of Easement. The Easement shall commence on the date hereof and shall terminate and expire on either (a) the date construction of the stormwater improvements and related facilities are completed as determined solely by the Grantee, or (b) four (4) years from the date hereof, whichever is first to occur. Upon termination of the Easement, all of the rights and benefits of the Grantee hereunder with respect to the Easement shall automatically terminate and be of no further force and effect.

Compliance with Laws. The Grantee shall during its use and occupancy of the Easement comply with all applicable statutes, ordinances, rules and regulations of all governing authorities. This Easement shall be construed under the laws of the State of Missouri.

Restoration. In the event that any area of the Easement is disturbed by the Grantee's exercise of any of its easement rights hereunder, such area shall be reasonably restored to the condition in which it existed at the commencement of the Grantee's use of the Easement.

Warranty. The Grantor hereby covenants and warrants that it is the owner of the property covered by the Easement and has the right to grant this Easement.

Further Cooperation. Each party agrees to execute such further documents and to perform such other acts as may be reasonably necessary or desirable to further carry out the purpose and intent of the grant of the Easement.

IN WITNESS WHEREOF, the said party of the first part has executed the above day and year first above written.

GRANTOR:

ATTEST:

Lori Ann Moon

\_\_\_\_\_

**MISSOURI ACKNOWLEDGEMENT**

STATE OF MISSOURI     )  
                                  )  
COUNTY OF Pettis     )     SS.

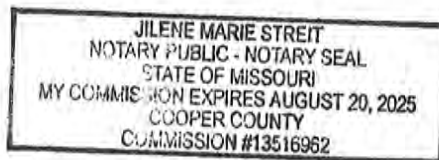
On this 1st day of March, 2023, before me personally appeared  
Lori Ann Moon

to me known to be the person(s) described in and who executed the foregoing instrument, who being by me duly sworn, acknowledged that they executed the same as their free act and deed and for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above written.

My term expires August 20, 2025

Jilene Marie Streit  
Notary Public



**EXHIBIT "A"  
SHEET 1 OF 2**

**TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION**

**Parent Parcel**

Lots 8 and 9, Block 11, Hale & Gentrys Addition, being part of the Southeast 1/4 of Section 3, Township 45 North, Range 21 West of the Fifth Principal Meridian, in the City of Sedalia, Pettis County, Missouri.

**Temporary Construction Easement (See Exhibit "A" Sheet 2 of 2)**

A part of Parent Parcel, being more particularly described as follows:

**Beginning** at the Northeast property corner of said Lot 8; thence Southerly, along the East line of said Lot 8, a distance of 18.00 feet; thence Westerly, parallel with the North line of said Lots 8 and 9, a distance of 58.01 feet; thence Northerly, parallel with the East line of said Lot 9, a distance of 18.00 feet to a point on the North line of said Lot 9; thence Easterly, along the North line of said Lots 9 and 8, a distance of 58.01 feet to the **POINT OF BEGINNING**.

The above described parcel contains 1,044 sq. ft. or 0.024 acres, more or less.





**WILSON  
& COMPANY**  
800 EAST 101ST TERRACE, SUITE 200  
KANSAS CITY, MO. 64131  
816-701-3100

PROJECT TITLE				STORMWATER IMPROVEMENTS NO. 14			
DRAWN BY:	CHECKED BY:	APPROVED BY:	COUNTY:				
NWK	WEK	JAP	PETTIS				
REV.	DESCRIPTION			BY	DATE		

PROJECT NO.	2021-181	DATE	1/23/2023
<b>LORI A. MOON</b> <b>1413 E. 10TH STREET</b>			

# EXHIBIT "A" SHEET 2 OF 2

## LEGEND

-  TCE = TEMPORARY CONSTRUCTION EASEMENT
- POB POINT OF BEGINNING
-  PROPERTY LINE
- R/W RIGHT OF WAY

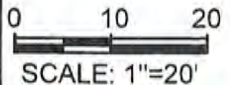
Plot Date: 1/24/2023 8:14 AM By: Kralman, Nathan

C:\users\mkralman\appdata\local\temp\project\wci\_projects\05785331\Tract 3-Area 14.dwg



**TABULATION OF AREAS**  
TCE = 1,044 SQ. FT. OR 0.024 ± ACRES

This exhibit represents a graphical depiction of the areas to be taken for property acquisition only and does not constitute a parcel boundary survey. Right-of-Ways show hereon are surveyed in the field and are verified by title documents and the monuments which control their location.



**WILSON & COMPANY**  
800 EAST 101ST TERRACE, SUITE 200  
KANSAS CITY, MO. 64131  
816-701-3100

PROJECT TITLE				STORMWATER IMPROVEMENTS NO. 14			
DRAWN BY:	CHECKED BY:	APPROVED BY:	COUNTY:				
NWK	WEK	JAP	PETTIS				
REV.	DESCRIPTION			BY	DATE		

PROJECT NO.	2021-181	DATE	1/23/2023
LORI A. MOON 1413 E. 10TH STREET			



---

## TEMPORARY CONSTRUCTION EASEMENT

This Indenture, made this 14 day of MARCH, 2023, by and between Carrie A. and John P. Withers, of the County of Pettis, State of Missouri, party of the first part ("Grantor") and the City of Sedalia, a municipal corporation, of the County of Pettis, State of Missouri, party of the second part ("Grantee").

Mailing Address of Grantee: 200 S. Osage Avenue, Sedalia, Missouri 65301

WITNESSETH, that the said party of the first part, in consideration of the sum of One Dollar (\$1.00), to them paid by the said second party, the receipt of which is hereby acknowledged, the Grantor does hereby grant unto the Grantee, its contractors, subcontractors, agents and assigns, an exclusive Temporary Access Easement (the "Easement") in, over, under, along, across and upon the property legally described in Exhibit A, Sheet 1 of 2 and shown on the map in Exhibit A, Sheet 2 of 2, which is attached hereto and incorporated by this reference, for the purpose of and upon the terms and conditions hereinafter set forth.

Purpose. The Easement is granted to the Grantee for access to and for use by the Grantee in its construction and installation of stormwater improvements and other related construction activity on adjoining property.

Term of Easement. The Easement shall commence on the date hereof and shall terminate and expire on either (a) the date construction of the stormwater improvements and related facilities are completed as determined solely by the Grantee, or (b) four (4) years from the date hereof, whichever is first to occur. Upon termination of the Easement, all of the rights and benefits of the Grantee hereunder with respect to the Easement shall automatically terminate and be of no further force and effect.

Compliance with Laws. The Grantee shall during its use and occupancy of the Easement comply with all applicable statutes, ordinances, rules and regulations of all governing authorities. This Easement shall be construed under the laws of the State of Missouri.

Restoration. In the event that any area of the Easement is disturbed by the Grantee's exercise of any of its easement rights hereunder, such area shall be reasonably restored to the condition in which it existed at the commencement of the Grantee's use of the Easement.

Warranty. The Grantor hereby covenants and warrants that it is the owner of the property covered by the Easement and has the right to grant this Easement.

Further Cooperation. Each party agrees to execute such further documents and to perform such other acts as may be reasonably necessary or desirable to further carry out the purpose and intent of the grant of the Easement.

IN WITNESS WHEREOF, the said party of the first part has executed the above day and year first above written.

GRANTOR:

ATTEST:

*[Handwritten signature]*  
\_\_\_\_\_

\_\_\_\_\_

**MISSOURI ACKNOWLEDGEMENT**

STATE OF MISSOURI    )  
                                  )  
COUNTY OF Pettis    )    SS.

On this 14 day of March, 2023, before me personally appeared  
Carrie & John Withers

to me known to be the person(s) described in and who executed the foregoing instrument, who being by me duly sworn, acknowledged that they executed the same as their free act and deed and for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above written.

My term expires Jan 29, 2027

Linda Skutnick  
Notary Public

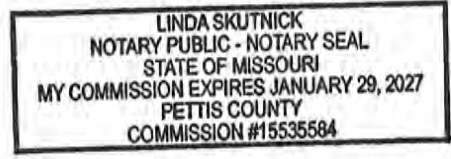


EXHIBIT "A"  
SHEET 1 OF 2

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

**Parent Parcel**

Lots 5 and 6, Block 11, Hale & Gentrys Addition, being part of the Southeast 1/4 of Section 3, Township 45 North, Range 21 West of the Fifth Principal Meridian, in the City of Sedalia, Pettis County, Missouri.

**Temporary Construction Easement (See Exhibit "A" Sheet 2 of 2)**

A part of Parent Parcel, being more particularly described as follows:

**Beginning** at the Northwest property corner of said Lot 5, said point also being on the South right of way line of East 9th Street; thence Easterly, along the North line of said Lot 5, a distance of 22.01 feet; thence Southerly, parallel with the West line of said Lot 5, a distance of 120.03 feet to the South line of said Lot 5; thence Westerly, along the South line of said Lot 5, a distance of 22.01 feet to a point on the West line of said Lot 5; thence Northerly, along the West line of said Lot 5, a distance of 120.03 feet to the **POINT OF BEGINNING**.

The above described parcel contains 2,641 sq. ft. or 0.061 acres, more or less.



**WILSON  
& COMPANY**  
800 EAST 101ST TERRACE, SUITE 200  
KANSAS CITY, MO. 64131  
816-701-3100



PROJECT TITLE				STORMWATER IMPROVEMENTS NO. 14			
DRAWN BY:	CHECKED BY:	APPROVED BY:	COUNTY:				
NWK	WEK	JAP	PETTIS				
REV.	DESCRIPTION			BY	DATE		

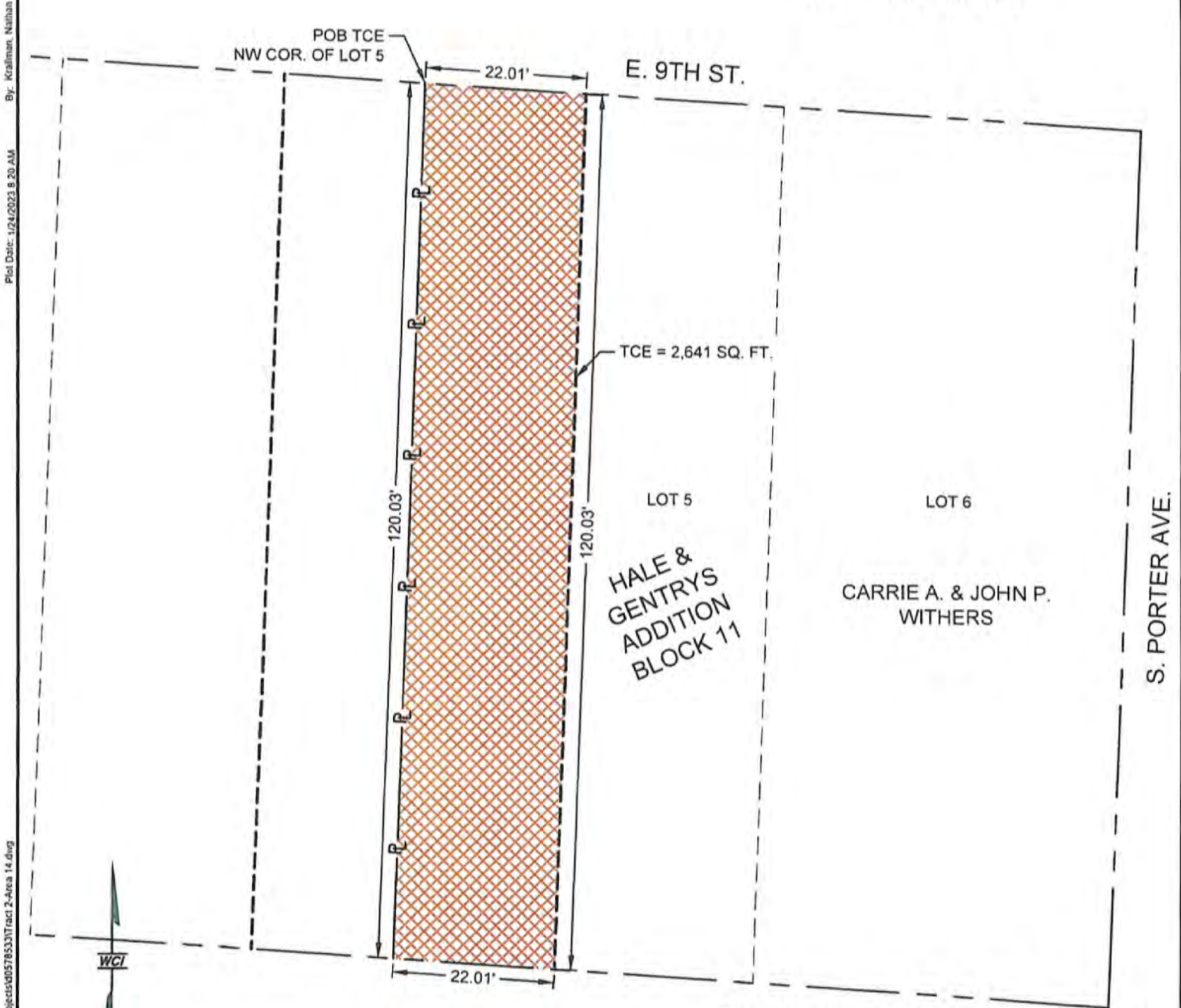
PROJECT NO.	2021-181	DATE	1/23/2023
CARRIE A. & JOHN P. WITHERS 900 S. PORTER AVENUE			



# EXHIBIT "A" SHEET 2 OF 2

## LEGEND

-  TCE = TEMPORARY CONSTRUCTION EASEMENT
- POB POINT OF BEGINNING
-  PROPERTY LINE
- R/W RIGHT OF WAY



**TABULATION OF AREAS**  
TCE = 2,641 SQ. FT. OR 0.061 ± ACRES

This exhibit represents a graphical depiction of the areas to be taken for property acquisition only and does not constitute a parcel boundary survey. Right-of-Ways show hereon are surveyed in the field and are verified by title documents and the monuments which control their location.

0 10 20  
SCALE: 1"=20'

**WILSON & COMPANY**  
800 EAST 101ST TERRACE, SUITE 200  
KANSAS CITY, MO. 64131  
816-701-3100

PROJECT TITLE STORMWATER IMPROVEMENTS NO. 14			
DRAWN BY: NWK	CHECKED BY: WEK	APPROVED BY: JAP	COUNTY: PETTIS
REV.	DESCRIPTION	BY	DATE

PROJECT NO. 2021-181 | DATE 1/23/2023  
**CARRIE A. & JOHN P. WITHERS**  
900 S. PORTER AVENUE

Plot Date: 1/24/2023 8:20 AM By: Krallman, Nathan C:\users\mkrallman\AppData\Local\ Bentley\projectwise\wci\_projects\4057853\31\Tract 2-Area 14.dwg

---

## TEMPORARY CONSTRUCTION EASEMENT

This Indenture, made this 26 day of April, 2023, by and between Every Missouri West, Inc., of the County of Pettis, State of Missouri, party of the first part ("Grantor") and the City of Sedalia, a municipal corporation, of the County of Pettis, State of Missouri, party of the second part ("Grantee").

Mailing Address of Grantee: 200 S. Osage Avenue, Sedalia, Missouri 65301

WITNESSETH, that the said party of the first part, in consideration of the sum of One Dollar (\$1.00), to them paid by the said second party, the receipt of which is hereby acknowledged, the Grantor does hereby grant unto the Grantee, its contractors, subcontractors, agents and assigns, an exclusive Temporary Access Easement (the "Easement") in, over, under, along, across and upon the property legally described in Exhibit A, Sheet 1 of 2 and shown on the map in Exhibit A, Sheet 2 of 2, which is attached hereto and incorporated by this reference, for the purpose of and upon the terms and conditions hereinafter set forth.

Purpose. The Easement is granted to the Grantee for access to and for use by the Grantee in its construction and installation of stormwater improvements and other related construction activity on adjoining property.

Term of Easement. The Easement shall commence on the date hereof and shall terminate and expire on either (a) the date construction of the stormwater improvements and related facilities are completed as determined solely by the Grantee, or (b) four (4) years from the date hereof, whichever is first to occur. Upon termination of the Easement, all of the rights and benefits of the Grantee hereunder with respect to the Easement shall automatically terminate and be of no further force and effect.

Compliance with Laws. The Grantee shall during its use and occupancy of the Easement comply with all applicable statutes, ordinances, rules and regulations of all governing authorities. This Easement shall be construed under the laws of the State of Missouri.

Restoration. In the event that any area of the Easement is disturbed by the Grantee's exercise of any of its easement rights hereunder, such area shall be reasonably restored to the condition in which it existed at the commencement of the Grantee's use of the Easement.

Warranty. The Grantor hereby covenants and warrants that it is the owner of the property covered by the Easement and has the right to grant this Easement.

Further Cooperation. Each party agrees to execute such further documents and to perform such other acts as may be reasonably necessary or desirable to further carry out the purpose and intent of the grant of the Easement.



**EXHIBIT "A"  
SHEET 1 OF 2**

**TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION**

**Parent Parcel**

Lot 7, Block 11, Hale & Gentrys Addition, being part of the Southeast 1/4 of Section 3, Township 45 North, Range 21 West of the Fifth Principal Meridian, in the City of Sedalia, Pettis County, Missouri.

**Temporary Construction Easement (See Exhibit "A" Sheet 2 of 2)**

A part of Parent Parcel, being more particularly described as follows:

**Beginning** at the Northeast property corner of said Lot 7, said point also being on the West right of way line of South Porter Avenue; thence Southerly, along the East line of said Lot 7, a distance of 18.00 feet; thence Westerly, parallel with the North line of said Lot 7, a distance of 49.39 feet to a point on the West line of said Lot 7; thence Northerly, along the West line of said Lot 7, a distance of 18.00 feet to the North line of said Lot 7; thence Easterly, along the North line of said Lot 7, a distance of 49.37 feet to the **POINT OF BEGINNING**.

The above described parcel contains 889 sq. ft. or 0.020 acres, more or less.





**WILSON  
& COMPANY**  
800 EAST 101ST TERRACE, SUITE 200  
KANSAS CITY, MO 64131  
816-701-3100

PROJECT TITLE				STORMWATER IMPROVEMENTS NO. 14		PROJECT NO.	2021-181	DATE	1/23/2023
DRAWN BY:	CHECKED BY:	APPROVED BY:	COUNTY:	MISSOURI PUBLIC SERVICE 1415 E. 10TH STREET					
NWK	WEK	JAP	PETTIS						
REV.	DESCRIPTION	BY	DATE						



EXHIBIT "A"  
SHEET 2 OF 2

LEGEND

-  TCE = TEMPORARY CONSTRUCTION EASEMENT
- POB POINT OF BEGINNING
-  PROPERTY LINE
- RAW RIGHT OF WAY

Plot Date: 1/24/2023 7:47 AM By: Kraflman, Nathan



TABULATION OF AREAS  
TCE = 889 SQ. FT. OR 0.020 ± ACRES

This exhibit represents a graphical depiction of the areas to be taken for property acquisition only and does not constitute a parcel boundary survey. Right-of-Ways show hereon are surveyed in the field and are verified by title documents and the monuments which control their location.

**WILSON & COMPANY**  
800 EAST 101ST TERRACE, SUITE 200  
KANSAS CITY, MO. 64131  
816-701-3100

PROJECT TITLE STORMWATER IMPROVEMENTS NO. 14			
DRAWN BY: NWK	CHECKED BY: WEK	APPROVED BY: JAP	COUNTY: PETTIS
REV.	DESCRIPTION	BY	DATE

PROJECT NO. 2021-181	DATE 1/23/2023
MISSOURI PUBLIC SERVICE 1415 E. 10TH STREET	

C:\users\kralman\appdata\local\temp\project\project\wci\_projects\05785331\tract 4-area 14.dwg

**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 Water Fund must be increased by a total of \$4,847 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. Repair and replacement of failed pump and motor.

**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 July 3, 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 WATER WELL NO. 11 REHAB**

**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 3<sup>rd</sup> day of July 2023.

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

Approved by the Mayor of said City this 3<sup>rd</sup> day of July 2023.

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

ATTEST:

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

Exhibit A  
City of Sedalia  
FY24 Budget Amendment 7/3/2023 Water Well No. 11 Rehab

Account / Description	Current Budget	Change	Amended Budget	Comments
<b>Expenditures / Uses of Funds</b>				
62-73-353-02    Distribution System	1,332,783.00	4,847.00	1,337,830.00	Use \$75k budgeted for water capacity study to use for repair/replacement on Well No. 11 plus additional budget request
<b>Total Expenditure Change</b>		<u>4,847.00</u>		
		<u>(4,847.00)</u>		<b>Net Increase (Decrease) in Projected Fund Balance</b>

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

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

**AN ORDINANCE AUTHORIZING AN AGREEMENT FOR REHABILITATION SERVICES AT WATER WELL NUMBER 11.**

**WHEREAS**, the City of Sedalia, Missouri has received a proposal from Flynn Drilling Company for rehabilitation services located at Water Well #11; and

**WHEREAS**, under the proposal, the City of Sedalia, Missouri shall pay the sum of Seventy-Nine Thousand Eight Hundred and Forty-Seven Dollars (\$79,847.00) to Flynn Drilling Company for said repairs as more fully described in the proposal attached to this ordinance and incorporated by reference herein.

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

**Section 1.** The Council of the City of Sedalia, Missouri hereby approves and accepts the agreement by and between the City of Sedalia, Missouri and Flynn Drilling Company 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 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 3<sup>rd</sup> day of July 2023.

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

Approved by the Mayor of said City this 3<sup>rd</sup> day of July 2023.

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

ATTEST:

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



Let's Cross Paths


## City of Sedalia

200 S. Osage

Sedalia, MO 65301

(660) 827-3000 [www.sedalia.com](http://www.sedalia.com)

---

To: Kelvin Shaw, City Administrator and Jessica Pyle, Finance Director  
Through: Chris Davies, Public Works Director   
From: William Bracken, Water Filtration Plant Chief Operator  
Date: June 23rd, 2023  
Subject: Rehabilitation on Well #11 and budget modification

The Public Works Department bid for repair/replacement services for the pump and motor on Water Well #11 which has failed due to age. Water Well #11 is a raw water well with water transported to the City's Water Filtration Plant for treatment including chlorination. The project will result in replacement of the failed pump and motor as well as any damaged discharge pipe. The bids also included lowering the well 63 feet to accommodate the changing water table.

There were three bids received from:

- Flynn Drilling Co., P.O. Box 265, Troy, MO 63379;
- Layne Christensen, 620 38<sup>th</sup> St., Kansas City, MO 66106;
- Brotcke Well & Pump, 750 Merus Court, Fenton, MO 63026

The bids ranged in price from \$79,847 to \$136,867 with the low bid being received from Flynn Drilling Co. of Troy, MO. Copies of the three bid responses are attached. The Water Division has worked with Flynn Drilling Co. in the past on several well maintenance and repair projects and has found their work to be of acceptable quality.

We originally had \$75,000 budgeted to have an engineer do a study on gaining more water capacity from Well #9 or Well # 11, we would like to use those funds to rehabilitate Well #11 due to failure of the pump motor this spring. Flynn Well drilling has provided pricing on a different model of pump with a greater water output that requires the same horsepower to operate, thus not requiring an electrical upgrade.

We are also asking for a budget amendment of \$4,847 to cover the additional amount needed for the repair.

Thank you for your consideration of this recommendation.

CITY OF SEDALIA  
IFB 2024-006

SECTION 4 BID FORM

SUBMITTED BY: Flynn Drilling Co.  
(Company Name)

BY: [Signature]  
(Authorized Person's Signature)

Danny Flynn President  
(Print or Type Name and Title of Signer)

Pursuant to and in accordance with IFB 2024-006, the above signed hereby declares that they have examined the IFB documents and scope of work listed within the Specifications Section of this IFB provided by the City and the bidder's response. The above signed bids and agrees, if their bid is accepted, to furnish the item(s)/service(s) submitted below, including delivery to Sedalia, Missouri in accordance with the delivery schedule indicated below and according to the prices for products/services information submitted by the Bidder.

Item No.	Description	Qty.	Unit Price	Extended Price
1.	<p><b>Motor:</b> 100 Hp, 460 v, 3 phase, Franklin or equivalent.</p> <p>DELIVERY: <u>10</u> DAYS/WEEKS AFTER RECEIPT OF ORDER.</p> <p>SHALL WARRANTY THE ABOVE EQUIPMENT FOR PARTS, LABOR AND TRAVEL FOR <u>One</u> YEARS.</p>	1	Each	13,697 <sup>00</sup>
2.	<p><b>Submersible Well Pump:</b> Stainless Steel 5 stage capable of 500 gallons per minute with 470' Total Dynamic Head (TDH). Grundfos Model No. 475S1000-10 or equivalent</p> <p>DELIVERY: <u>10</u> DAYS/WEEKS AFTER RECEIPT OF ORDER.</p> <p>SHALL WARRANTY THE ABOVE EQUIPMENT FOR PARTS, LABOR AND TRAVEL FOR <u>Two</u> YEARS.</p>	1	Each	9,175 <sup>00</sup>

**CITY OF SEDALIA  
IFB 2024-006**

3.	<p><b>Discharge Pipe:</b> 6" domestic Schedule 40 galvanized drop pipe approved for public drinking water use.</p> <p>DELIVERY: <u>10</u> DAYS/WEEKS AFTER RECEIPT OF ORDER.</p> <p>SHALL WARRANTY THE ABOVE EQUIPMENT FOR PARTS, LABOR AND TRAVEL FOR <u>Two</u> YEARS.</p>	715'	Linear Feet	42,900 <sup>00</sup>
4.	<p><b>Airlines:</b> two (2) ¼" polyethylene tubing capable of 150 pounds per square inch (psi).</p> <p>DELIVERY: <u>10</u> DAYS/WEEKS AFTER RECEIPT OF ORDER.</p> <p>SHALL WARRANTY THE ABOVE EQUIPMENT FOR PARTS, LABOR AND TRAVEL FOR <u>One</u> YEARS.</p>	780'	Each (2)	780 <sup>00</sup>
5.	<p><b>Miscellaneous setting supplies:</b> Stainless steel banding, heavy duty 6" galvanized couplings, tape, splices and related items.</p> <p>DELIVERY: <u>10</u> DAYS/WEEKS AFTER RECEIPT OF ORDER.</p> <p>SHALL WARRANTY THE ABOVE EQUIPMENT FOR PARTS, LABOR AND TRAVEL FOR <u>One</u> YEARS.</p>		LS	795 <sup>00</sup>
6.	<p><b>Labor:</b> Mobilization, Demobilization, Preparation, Installation and Testing of Equipment.</p> <p>LUMP SUM FOR ALL COSTS RELATED TO REMOVAL, INSTALLATION AND TESTING</p>		LS	12,500 <sup>00</sup>
<b>GRAND TOTAL</b>				79,847 <sup>00</sup>

**DELIVERY FOB SEDALIA, MO**



CITY OF SEDALIA  
IFB 2024-006  
REHABILITATION OF WATER WELL #11  
AFFIDAVIT OF COMPLIANCE

To be submitted with bidder's response to the IFB for Rehabilitation of Water Well #11.

We DO NOT take exception to the IFB Documents/Requirements.

We TAKE exception to the IFB Documents/Requirements as follows:

Specific exceptions are as follows: \_\_\_\_\_

This IFB does not request pricing on replacing the wire. If wire is needed based on our pull and inspection Flynn Drilling Co. can provide a price on wire if needed after inspection.

I have carefully examined the IFB and agree to abide by all submitted pricing, delivery, terms and conditions of this IFB unless otherwise stipulated herein.

Company Name Flynn Drilling Co. ADDENDA

By [Signature]  
(Authorized Person's Signature)

Danny Flynn President  
(Print or type name and title of signer)

Company Address \_\_\_\_\_

Flynn Drilling Co.

PO Box 265 Troy MO 63779

Telephone Number 636 528 6137

Fax Number: \_\_\_\_\_

Bidder acknowledges receipt of the following addendum:

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Email Danny@flyndrilling.com

Federal Tax ID No. 430794637

Date: 6-7-23

**CITY OF SEDALIA  
IFB 2024-006  
EXHIBIT 2 - EXAMPLE  
REHABILITATION OF WATER WELL #11  
CONTRACT AGREEMENT  
BY AND BETWEEN  
THE CITY OF SEDALIA, MISSOURI AND  
TBD**

This agreement made and entered into this xxx day of June, 2023, by and between the City of Sedalia, Missouri, hereinafter referred to as the "City" and TBD, hereinafter referred to as the "Contractor" whose principal place of business is located at xxxxxxxxxxxxxxxxx, MO xxxxx.

This agreement between the City and the Contractor shall consist of (1) the Invitation for Bids (IFBs), and any amendments thereto, (2) the response, as accepted, submitted in response to the IFB, (3) the purchase order and (4) fully executed change orders, if any. In the event of a conflict in language between the documents referenced above, the IFB and amendments thereto shall govern over the Contractor's response and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in the case of conflict with the applicable requirements stated in the IFB or the Contractor's response. In all other matters not affected by the written clarification, if any, the IFB shall govern.

Any modification and supplementation of the Contract shall be upon written agreement of the duly authorized representatives of the contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Contractor. This agreement is for 90 days, beginning on the date of the award.

\_\_\_\_\_  
Kelvin L. Shaw, City Administrator  
City of Sedalia

\_\_\_\_\_  
Authorized Representative  
TBD

ATTEST:

\_\_\_\_\_  
Jason Myers  
City Clerk

**TABULATION OF BIDS**

**Rehabilitation of Water Well #11**  
**June 15, 2023 2:00 p.m.**

**Council Chambers**

		Flynn Drilling Co., Inc Attn: Danny Flynn PO Box 265 Troy, MO 63379		Layne Christensen Co. Attn: Logan Wartick 585 West Beach Street Watsonville, CA 95076		Brotcke Well & Pump Attn: Timothy L. Kelly 750 Merus Ct Fenton, MO	
	Qty.	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price
<b>Motor</b>	1	\$13,697.00	\$13,697.00	\$15,308.00	\$15,308.00	\$15,066.00	\$15,066.00
Delivery		10 days		3 Weeks		2 days/weeks	
WARRANTY PARTS/LABOR/TRAVEL		1 Year		1 Year		1 Year	
<b>Submersible Well Pump</b>	1	\$9,175.00	\$9,175.00	\$8,985.00	\$8,985.00	\$8,738.00	\$8,738.00
Delivery		10 days		3 Weeks		2-3 days/weeks	
WARRANTY PARTS/LABOR/TRAVEL		2 Years		1 Year		1 Year	
<b>Discharge Pipe</b>	1	\$42,900.00	\$42,900.00	\$56,485.00	\$56,485.00	\$38,252.00	\$38,252.50
Delivery		10 days		3 Weeks		3 days/weeks	
WARRANTY PARTS/LABOR/TRAVEL		2 Years		1 Year		1 Year	
<b>Airlines</b>	2		\$780.00		\$390.00		\$975.00
Delivery		10 days		3 Weeks		In Stock	
WARRANTY PARTS/LABOR/TRAVEL		1 Year		1 Year		1 Year	
<b>Miscellaneous setting supplies</b>			\$795.00	\$29,779.00	\$29,779.00	\$4,825.00	\$4,825.00
Delivery		10 days		3 Weeks		In Stock	
WARRANTY PARTS/LABOR/TRAVEL		1 Year		1 Year		1 Year	
<b>Labor</b>			\$12,500.00		\$25,920.00		\$16,850.00
<b>GRAND TOTAL</b>			<b>\$79,847.00</b>		<b>\$136,867.00</b>		<b>\$84,706.50</b>
Bid Bond			No		Yes		Yes
E-Verify			Yes		No		No
Notes:		IFB does not request wire pricing. If wire needed, Flynn Drilling Co., Inc can provide a price on wire post inspection.		Labor - Lump sum for all costs related to removal, installation and testing		Item 2 - Actual design is 500 gpm @ 590' (10-stage)	

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

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

**AN ORDINANCE APPROVING AND ACCEPTING A BID AND AGREEMENT FOR THE PURCHASE OF SODIUM HYPOCHLORITE TO BE UTILIZED BY THE SEDALIA WATER DEPARTMENT.**

**WHEREAS**, The City of Sedalia, Missouri, has received a bid from Hawkins, Inc. for the purchase of Sodium Hypochlorite for the Sedalia Water Department; and

**WHEREAS**, under the bid, the City of Sedalia shall pay the total sum and amount of Eighty-four Thousand Four Hundred Dollars (\$84,400.00) to Hawkins, Inc. for said chemical as more fully described in the contract attached to this Ordinance and incorporated by reference herein.

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

**Section 1.** The Council of the City of Sedalia, Missouri, hereby approves and accepts the bid and agreement by and between the City of Sedalia, Missouri, and Hawkins, Inc. in substantively the same form and content as they have been proposed.

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

**Section 3.** The City Clerk is hereby directed to file in his office a duplicate or copy of the contract 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 3<sup>rd</sup> day of July 2023.

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

Approved by the Mayor of said City this 3<sup>rd</sup> day of July 2023.

ATTEST:

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

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



Let's Cross Paths

## City of Sedalia

200 S. Osage

Sedalia, MO 65301

(660) 827-3000 [www.sedalia.com](http://www.sedalia.com)

---

To: Kelvin Shaw, City Administrator  
Through: Chris Davies, Public Works Director *CMD*  
From: William Bracken, Water Filtration Plant Chief Operator  
Date: June 27th, 2023  
Subject: Water Division Chemicals

The Public Works Department sought bids for chemicals for treatment of drinking water. These were last bid in 2018 with one year contracts and an option to renewal for 4 additional years. All were awarded to Hawkins Inc. at that time.

There were two bidders:

- Hawkins Inc. 2831 Rosegate Roseville MN;
- Brenntag Mid-South Inc. 1405 HWY 136 West, West Henderson KY

The bids were as follows:

Sodium Hypochlorite; Brenntag-\$85,360 **Hawkins-\$84,400**

Hydroflousilicic acid; **Brenntag-\$9,797.20** Hawkins -\$17,052

Ammonium Hydroxide; **Brenntag -\$19,390** Hawkins -\$21,644

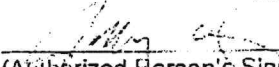
We would like to award the Sodium Hypochlorite bid to Hawkins Inc., and the bids for Hydroflousilicic Acid and Ammonium Hydroxide to Brenntag because they are the respective low bidders.

Thank you for your consideration of these recommendations.

**CITY OF SEDALIA  
IFB 2024-005**

**SECTION 4 BID FORM**

SUBMITTED BY: Hawkins Inc.  
(Company Name)

BY:   
(Authorized Person's Signature)

Jeffrey Oldenkamp, Executive Vice President  
(Print or Type Name and Title of Signer)

Pursuant to and in accordance with IFB 2024-005, the above signed hereby declares that they have examined the IFB documents and scope of work listed within the Specifications Section of this IFB provided by the City and the bidder's response. The above signed bids and agrees, if their bid is accepted, to furnish the item(s)/service(s) submitted below, including delivery to Sedalia, Missouri in accordance with the delivery schedule indicated below and according to the prices for products/services information submitted by the Bidder.

Item No.	Description	Qty.	Unit Price	Extended Price
1.	Sodium hypochlorite solution 12.5% by weight and 15% by volume	40,000 gallons	\$ <u>2.11</u>  Per gallon delivered	\$ <u>84,400.00</u>
Delivery: <u>5</u> days <u>                    </u> days after receipt of order.				

**NOTE: Estimated Quantity:** The quantities indicated in this bid document are estimates that pertain to the total aggregate quantities that may be ordered incrementally at multiple times throughout the contract period and each extension. The City of Sedalia makes no guarantees about single order quantities or total aggregate order quantities.

**DELIVERY: F.O.B.**  
**DESTINATION**

ACCEPT CITY'S CREDIT CARD: YES  NO

Prompt Payment Discount zero % — Days, Net 30 Days

CITY OF SEDALIA  
IFB 2024-005  
SODIUM HYPOCHLORITE SOLUTION  
AFFIDAVIT OF COMPLIANCE

To be submitted with bidder's response to the IFB SODIUM HYPOCHLORITE SOLUTION for public drinking water..

We DO NOT take exception to the IFB Documents/Requirements.

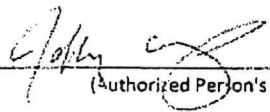
We TAKE exception to the IFB Documents/Requirements as follows:

Specific exceptions are as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I have carefully examined the IFB and agree to abide by all submitted pricing, delivery, terms and conditions of this IFB unless otherwise stipulated herein.

Company Name Hawkins Inc.

**ADDENDA**

By   
(Authorized Person's Signature)  
Jeffrey Oldenkamp Executive Vice President  
(Print or type name and title of signer)

Bidder acknowledges receipt of the following addendum:

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Company Address \_\_\_\_\_

Addendum No. \_\_\_\_\_

2381 Rosegate

Addendum No. \_\_\_\_\_

Roseville MN 55113

Telephone Number (612) 331-6910

Email bids@hawkinsinc.com

Fax Number: (612) 331-5304

Federal Tax ID No. 41-0771293

Date: 6/9/2023

**CITY OF SEDALIA  
IFB 2024-005  
SODIUM HYPOCHLORITE SOLUTION  
EXHIBIT 2 - EXAMPLE  
SODIUM HYPOCHLORITE SOLUTION  
CONTRACT AGREEMENT  
BY AND BETWEEN  
THE CITY OF SEDALIA, MISSOURI AND  
TBD**

This agreement made and entered into this xxx day of July, 2023, by and between the City of Sedalia, Missouri, hereinafter referred to as the "City" and TBD, hereinafter referred to as the "Contractor" whose principal place of business is located at xxxxxxxxxxxxxxxxx, MO xxxxx.

This agreement between the City and the Contractor shall consist of (1) the Invitation for Bids (IFBs), and any amendments thereto, (2) the response, as accepted, submitted in response to the IFB, (3) the purchase order and (4) fully executed change orders, if any. In the event of a conflict in language between the documents referenced above, the IFB and amendments thereto shall govern over the Contractor's response and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in the case of conflict with the applicable requirements stated in the IFB or the Contractor's response. In all other matters not affected by the written clarification, if any, the IFB shall govern.

Any modification and supplementation of the Contract shall be upon written agreement of the duly authorized representatives of the contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Contractor. This agreement is for 90 days, beginning on the date of the award.

\_\_\_\_\_  
Kelvin L. Shaw, City Administrator  
City of Sedalia

\_\_\_\_\_  
Authorized Representative  
TBD

ATTEST:

\_\_\_\_\_  
Jason Myers  
City Clerk



# TABULATION OF BIDS

## Public Works

### Sodium Hypochlorite Solution

June 15, 2023 2:00 p.m.

#### Council Chambers

	<b>Brenntag Mid-South, Inc.</b> Attn: Sara Terry 1405 Hwy 136 West West Henderson, KY 42420	<b>Hawkins Inc.</b> Attn: Jeffrey Oldenkamp 2381 Rosegate Roseville, MN 55113
Description	Sodium hypochlorite solution 12.5% weight/15% vol.	
Quantity	40,000 gallons	40,000 gallons
Delivery	4-5 Business days after receipt of order	5 Business days after receipt of order
Accepted City's Credit Card	Yes	No
Payment Discount		
Unit Price	\$2.134	\$2.11
Extended Amount	\$85,360.00	\$84,400.00
Affidavit of Compliance	Yes	Yes
Bid Bond	Yes	Yes
Notes:		

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

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

**AN ORDINANCE APPROVING AND ACCEPTING BIDS AND AGREEMENTS FOR THE PURCHASE OF AMMONIUM HYDROXIDE AND HYDROFLUOSILICIC ACID TO BE UTILIZED BY THE SEDALIA WATER DEPARTMENT.**

**WHEREAS**, The City of Sedalia, Missouri, has received bids from Brenntag Mid-South, Inc. for the purchase of Ammonium Hydroxide and Hydrofluosilicic Acid for the Sedalia Water Department; and

**WHEREAS**, under the bids, the City of Sedalia shall pay the total sum and amount of Twenty-Nine Thousand One Hundred Eighty-Seven Dollars and Twenty Cents (\$29,187.20) to Brenntag Mid-South, Inc. for said chemicals as more fully described in the contracts attached to this Ordinance as Exhibits A and B 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 bids and agreements by and between the City of Sedalia, Missouri, and Brenntag Mid-South, Inc. in substantively the same form and content as they have been proposed.

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

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

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

Read two times by title, copies of the proposed Ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 3<sup>rd</sup> day of July 2023.

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

Approved by the Mayor of said City this 3<sup>rd</sup> day of July 2023.

ATTEST:

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

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



Let's Cross Paths

## City of Sedalia

200 S. Osage

Sedalia, MO 65301

(660) 827-3000 [www.sedalia.com](http://www.sedalia.com)

---

To: Kelvin Shaw, City Administrator  
Through: Chris Davies, Public Works Director *CWD*  
From: William Bracken, Water Filtration Plant Chief Operator  
Date: June 27th, 2023  
Subject: Water Division Chemicals

The Public Works Department sought bids for chemicals for treatment of drinking water. These were last bid in 2018 with one year contracts and an option to renewal for 4 additional years. All were awarded to Hawkins Inc. at that time.

There were two bidders:

- Hawkins Inc. 2831 Rosegate Roseville MN;
- Brenntag Mid-South Inc. 1405 HWY 136 West, West Henderson KY

The bids were as follows:

Sodium Hypochlorite; Brenntag-\$85,360 **Hawkins-\$84,400**

Hydroflousilicic acid; **Brenntag-\$9,797.20** Hawkins -\$17,052

Ammonium Hydroxide; **Brenntag -\$19,390** Hawkins -\$21,644

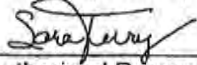
We would like to award the Sodium Hypochlorite bid to Hawkins Inc., and the bids for Hydroflousilicic Acid and Ammonium Hydroxide to Brenntag because they are the respective low bidders.

Thank you for your consideration of these recommendations.

**CITY OF SEDALIA  
IFB 2024-003**

**SECTION 4 BID FORM**

SUBMITTED BY: Brenntag Mid-South, Inc.  
(Company Name)

BY:   
(Authorized Person's Signature)

Sara Terry, Municipal Contract Specialist  
(Print or Type Name and Title of Signer)

Pursuant to and in accordance with IFB 2024-004, the above signed hereby declares that they have examined the IFB documents and scope of work listed within the Specifications Section of this IFB provided by the City and the bidder's response. The above signed bids and agrees, if their bid is accepted, to furnish the item(s)/service(s) submitted below, including delivery to Sedalia, Missouri in accordance with the delivery schedule indicated below and according to the prices for products/services information submitted by the Bidder.

Item No.	Description	Qty.	Unit Price	Extended Price
1.	19% aqua ammonia (ammonium hydroxide NH <sub>4</sub> OH)(aq)  Delivery: <u>2-3 Business Days</u> <u>days after receipt of order.</u>	7,000 gallons	<u>\$2.77</u>  Per gallon delivered	<u>\$19,390.00</u>

**NOTE: Estimated Quantity:** The quantities indicated in this bid document are estimates that pertain to the **total aggregate quantities** that may be ordered incrementally at multiple times throughout the contract period and each extension. The City of Sedalia makes no guarantees about single order quantities or total aggregate order quantities.

**DELIVERY: F.O.B.**  
**DESTINATION**

ACCEPT CITY'S CREDIT CARD: YES X NO     

Prompt Payment Discount N/A %      Days, Net      Days

CITY OF SEDALIA  
IFB 2024-003  
AMMONIUM HYDROXIDE  
AFFIDAVIT OF COMPLIANCE

To be submitted with bidder's response to the IFB 2024-003 19% ammonium hydroxide for public drinking water..

We DO NOT take exception to the IFB Documents/Requirements.

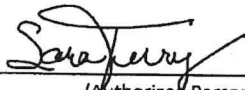
We TAKE exception to the IFB Documents/Requirements as follows:

Specific exceptions are as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I have carefully examined the IFB and agree to abide by all submitted pricing, delivery, terms and conditions of this IFB unless otherwise stipulated herein.

Company Name Brenntag Mid-South, Inc.

**ADDENDA**

By   
(Authorized Person's Signature)

Bidder acknowledges receipt of the following addendum: N/A

Sara Terry, Municipal Contract Specialist  
(Print or type name and title of signer)

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Company Address 1405 Highway 136 West

Addendum No. \_\_\_\_\_

West Henderson KY 42420

Addendum No. \_\_\_\_\_

\_\_\_\_\_

Addendum No. \_\_\_\_\_

Telephone Number 828-729-7557

Email Sara.Terry@brenntag.com

Fax Number: N/A

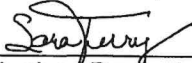
Federal Tax ID No. 61-0504545

Date: 6/13/23

CITY OF SEDALIA  
IFB 2024-004

**SECTION 4 BID FORM**

SUBMITTED BY: Brenntag Mid-South, Inc.  
(Company Name)

BY:   
(Authorized Person's Signature)

Sara Terry, Municipal Contract Specialist  
(Print or Type Name and Title of Signer)

Pursuant to and in accordance with IFB 2024-004, the above signed hereby declares that they have examined the IFB documents and scope of work listed within the Specifications Section of this IFB provided by the City and the bidder's response. The above signed bids and agrees, if their bid is accepted, to furnish the item(s)/service(s) submitted below, including delivery to Sedalia, Missouri in accordance with the delivery schedule indicated below and according to the prices for products/services information submitted by the Bidder.

Item No.	Description	Qty.	Unit Price	Extended Price
1.	Hydrofluosilicic acid (H <sub>2</sub> SiF <sub>6</sub> ) for drinking water Concentration must be between 23%-25%. Within plus or minus 0.5% of the stated hydrofluosilicic acid content by weight  Delivery: <u>10-12 business days</u> <u>days after receipt of order.</u>	2,800 gallons	\$ <u>3.499</u>  Per gallon delivered  <small>minimum order 2,800 gal or 28,817 lbs.</small>	<u>\$9797.20</u>

**NOTE: Estimated Quantity:** The quantities indicated in this bid document are estimates that pertain to the total aggregate quantities that may be ordered incrementally at multiple times throughout the contract period and each extension. The City of Sedalia makes no guarantees about single order quantities or total aggregate order quantities.

**DELIVERY: F.O.B.**  
**DESTINATION**

ACCEPT CITY'S CREDIT CARD: YES  NO

Prompt Payment Discount N/A %        Days, Net        Days

CITY OF SEDALIA  
IFB 2024-004  
HYDROFLUOSILICIC ACID  
AFFIDAVIT OF COMPLIANCE

To be submitted with bidder's response to the IFB 2024-004 HYDROFLUOSILICIC ACID for public drinking water..

We DO NOT take exception to the IFB Documents/Requirements.

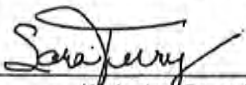
We TAKE exception to the IFB Documents/Requirements as follows:

Specific exceptions are as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I have carefully examined the IFB and agree to abide by all submitted pricing, delivery, terms and conditions of this IFB unless otherwise stipulated herein.

Company Name Brenntag Mid-South, Inc.

**ADDENDA**

By   
(Authorized Person's Signature)

Bidder acknowledges receipt of the following addendum: N/A

Sara Terry, Municipal Contract Specialist  
(Print or type name and title of signer)

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Company Address 1405 Highway 136

Addendum No. \_\_\_\_\_

West Henderson KY 42420

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Telephone Number 828-729-7557

Email Sara.Terry@brenntag.com

Fax Number: N/A

Federal Tax ID No. 61-0504545

Date: 6/13/23

**CITY OF SEDALIA  
IFB 2024-003  
AMMONIUM HYDROXIDE  
EXHIBIT 2 - EXAMPLE  
CONTRACT AGREEMENT  
BY AND BETWEEN  
THE CITY OF SEDALIA, MISSOURI AND  
TBD**

This agreement made and entered into this xxx day of July, 2023, by and between the City of Sedalia, Missouri, hereinafter referred to as the "City" and TBD, hereinafter referred to as the "Contractor" whose principal place of business is located at xxxxxxxxxxxxxxxx, MO xxxxx.

This agreement between the City and the Contractor shall consist of (1) the Invitation for Bids (IFBs), and any amendments thereto, (2) the response, as accepted, submitted in response to the IFB, (3) the purchase order and (4) fully executed change orders, if any. In the event of a conflict in language between the documents referenced above, the IFB and amendments thereto shall govern over the Contractor's response and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in the case of conflict with the applicable requirements stated in the IFB or the Contractor's response. In all other matters not affected by the written clarification, if any, the IFB shall govern.

Any modification and supplementation of the Contract shall be upon written agreement of the duly authorized representatives of the contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Contractor. This agreement is for 90 days, beginning on the date of the award.

\_\_\_\_\_  
Kelvin L. Shaw, City Administrator  
City of Sedalia

\_\_\_\_\_  
Authorized Representative  
TBD

ATTEST:

\_\_\_\_\_  
Jason Myers  
City Clerk



**CITY OF SEDALIA  
IFB 2024-004  
HYDROFLUOSILICIC ACID  
EXHIBIT 2 - EXAMPLE  
CONTRACT AGREEMENT  
BY AND BETWEEN  
THE CITY OF SEDALIA, MISSOURI AND  
TBD**

This agreement made and entered into this xxx day of July, 2023, by and between the City of Sedalia, Missouri, hereinafter referred to as the "City" and TBD, hereinafter referred to as the "Contractor" whose principal place of business is located at xxxxxxxxxxxxxxxx, MO xxxxx.

This agreement between the City and the Contractor shall consist of (1) the Invitation for Bids (IFBs), and any amendments thereto, (2) the response, as accepted, submitted in response to the IFB, (3) the purchase order and (4) fully executed change orders, if any. In the event of a conflict in language between the documents referenced above, the IFB and amendments thereto shall govern over the Contractor's response and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in the case of conflict with the applicable requirements stated in the IFB or the Contractor's response. In all other matters not affected by the written clarification, if any, the IFB shall govern.

Any modification and supplementation of the Contract shall be upon written agreement of the duly authorized representatives of the contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Contractor. This agreement is for 90 days, beginning on the date of the award.

\_\_\_\_\_  
Kelvin L. Shaw, City Administrator  
City of Sedalia

\_\_\_\_\_  
Authorized Representative  
TBD

ATTEST:

\_\_\_\_\_  
Jason Myers  
City Clerk



# TABULATION OF BIDS

## Public Works

### Hydrofluosilicic Acid

June 15, 2023 2:00 p.m.

### Council Chambers

	<b>Brenntag Mid-South, Inc.</b> Attn: Sara Terry 1405 Hwy 136 West West Henderson, KY 42420	<b>Hawkins Inc.</b> Attn: Jeffrey Oldenkamp 2381 Rosegate Roseville, MN 55113	
Description	Hydrofluosilicic Acid (H <sub>2</sub> SiF <sub>6</sub> ) for drinking water Concentration must be between 23%-25%. Within plus or minus 0.5% of the stated hydrofluosilicic acid content by weight.		
Quantity	2,800 gallons	2,800 gallons	2,800 gallons
Delivery	10-12 Business days after receipt of order	10-12 Business days after receipt of order	5 Business days after receipt of order
Accepted City's Credit Card	Yes	Yes	No
Payment Discount			
Unit Price	\$3.499	\$3.499	\$6.09
Extended Amount	\$9,797.20	\$9,797.20	\$17,052.00
Affidavit of Compliance	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes
Notes:			

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

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

**AN ORDINANCE AMENDING SECTION 24-26 OF THE CODE OF THE CITY OF SEDALIA, MISSOURI BY ADDING SECTION 13 REGARDING SURFACES TO ADOPTED FIRE CODES.**

**WHEREAS**, the City of Sedalia, Missouri has the authority to enact regulations regarding adopted fire codes; and

**WHEREAS**, the City of Sedalia, Missouri has determined that it is appropriate and necessary to add clarification to the requirement that Fire apparatus access roads be designed and maintained to support imposed loads of fire apparatus and be surfaced to provide all-weather driving capabilities and establish policies in the uniform application of this code specific to the jurisdiction of Sedalia.

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

**Section 1.** That **Section 24-26 — Amendments**, of the Code of the City of Sedalia, Missouri, is hereby amended to add Section 13 to read as follows:

**“Sec. 24-26. Amendments.**

- (13) Section 503.2.3.: “Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all-weather driving capabilities”; shall be clarified as follows:
- a. For the purposes of this section, all-weather driving capabilities shall mean, for Sedalia’s climate, a hard surface such as asphalt or concrete.
  - b. The Fire Chief may grant variances to allow portions of the access roads to be a gravel surface provided that:
    - a. Such gravel surface is designed and maintained to support the weight of the heaviest fire apparatus of the City; and
    - b. Sufficient hard surface areas are provided in conjunction with such access roads that supports fire apparatus strategic placement to maintain an effective aerial fire attack as determined by the Fire Chief.”

**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 3<sup>rd</sup> day of July, 2023.

---

Presiding Officer of the Council

Approved by the Mayor of said City this 3<sup>rd</sup> day of July, 2023.

---

Andrew L. Dawson, Mayor

ATTEST:

---

Jason S. Myers  
City Clerk



06/26/2023

503.2.3 Amendment

Mayor and Members of Council,

*It is the purpose of this letter to request your consideration of an ordinance amending Section 24-26 of the City of Sedalia Code of Ordinances. This section includes the various existing amendments to our adopted fire codes. The code we are requesting to amend is 503.2.3 Surface.*

*This particular code, like many others, allows for interpretation and has been the topic of many discussions over the last few years. Although we have been able to work through this at a staff level previously, it has been challenged and escalated up to the level of City Council. As the legislative body we are now seeking an amendment to clarify this section of code.*

*503.2.3 of the 2015 International Fire Code states, "Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all-weather driving capabilities." "All-weather driving capabilities" is what is open for interpretation, and the code developers also provide commentary as to aid in understanding their intent. Within the commentary it states, "The term all-weather driving capabilities would typically require some type of paved or hard surface. Gravel would be prone to problems in areas subject to heavy rain or in snowy climates where plowing could reduce the roadbed to mud very quickly." With the code developers stating this in the commentary we believe it is clear what their intent and interpretation was, and why we are requiring hard surfaces. So the question is; why would they not just say that instead of all-weather driving capabilities? We must remember that this is an international fire code and if we look at Maine versus Arizona you can see how the driving surface could be different based on the needs of the jurisdiction and the climate. In order to allow freedom to jurisdictions and to have a code that can be implemented in a wide variety of places the code is intentionally written with grey rather than black and white.*

*Knowing they have written the codes in this fashion they ensured they included a section that provided us with the authority to render such interpretations. This is found in 104.1 and states; "The fire code official is hereby authorized to enforce the provisions of this code and shall have the authority to render interpretations of this code, and adopt policies, procedures, rules and regulations in order to clarify the application of its provisions. Such interpretations, policies, procedures, rules and regulations shall be in compliance with the intent and purpose of this code and shall not have an effect of waiving requirements specifically provided for in this code." Reviewing this section you can see clearly that we have the authority to render the interpretation we have and they make it clear that the objective in all*



*code enforcement is to be in compliance with the intent of the code. In many cases allowing us the ability to interpret, and work in the grey of the intent of the code, provides us the ability to work with the owner to find fiscally responsible ways to accomplish everyone's objectives without increasing the risk to life or property. This is an important and valuable tool we never want to lose.*

*Although we believe it is clear we have not rendered an inappropriate interpretation of the code and that we have the authority to do so, we must also be transparent and provide the elected officials the opportunity to provide clarity in City policy as called for in the remaining portion of the commentary of 503.2.3. At the end of the commentary referenced above, it also states; "Jurisdictions may benefit from developing a local policy outlining specific design requirements for apparatus access roads to clarify local interpretations of this section. The policy should include local requirements for surfacing and include acceptable surfacing materials." If we would have done this previously, this would have been clearly defined and not in question at this time. However, in the past we have always been able to work through this with designers and owners without it rising to your level. With that, we are now asking for your support in an ordinance that clarifies this matter and ensures we are treating everyone equally in the application of these public safety policies.*

*With that we believe there is a remaining question you may have in that why we are so against gravel surfaces. We have been told, and agree, that a gravel roadway can be constructed in a manner that is superior in strength to the hard surface we are requiring. However, we cannot stop there and additional considerations are twofold. The first is how does it perform with 2000 gallons of water rushing over it every minute for several hours, and the second is how well will it perform 5, 10, 20, or 50 years from now. During fire operations we are likely to have our aerial apparatus 100 feet in the air flowing 2000 gallons per minute all while being supported by 4 small outriggers. To prevent us from tipping over, totaling a million dollar apparatus, and likely killing members of our staff we have to ensure an extremely stable surface under the worst possible conditions. We do not believe a 20 year old degraded gravel roadway provides this. We also believe that the code developers made it clear in their commentary that they do not believe gravel is suitable in a climate where snow plows are required or heavy rains are experienced, both of which we are exposed to in Sedalia. We sincerely hope that you can see our, and the code developers, concerns. We hope you can see why we are rendering what we believe is the appropriate interpretation of the intent of the code for our jurisdiction. We also ask that you support the proposed ordinance to modify the code in order to clarify our interpretation and continued enforcement.*

*Respectfully,*

*Matthew Irwin, Fire Chief*

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

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

**AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FOR BODY WORN CAMERAS FOR THE SEDALIA POLICE DEPARTMENT.**

**WHEREAS**, the City of Sedalia, Missouri received a quote from Turn-Key Mobile, Inc. for the purchase of body worn cameras for the Sedalia Police Department; and

**WHEREAS**, under the quote, the City of Sedalia, Missouri shall pay the sum and of amount of Ninety Thousand Twenty-four Dollars (\$90,024.00) to Turn-Key Mobile, Inc. for said body worn cameras 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 Turn-Key Mobile, Inc. in substantively the same form and content as the quote has been proposed.

**Section 2.** The City Administrator or Police Chief are authorized and directed to execute and the City Clerk is hereby authorized and directed to attest and fix the seal of the City of Sedalia, Missouri on the 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 3<sup>rd</sup> day of July 2023.

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

Approved by the Mayor of said City this 3<sup>rd</sup> day of July 2023.

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

ATTEST:

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





**Turn-Key  
Mobile, Inc.**

**TURN-KEY MOBILE, INC.**

4510 Country Club Drive  
Jefferson City, Missouri 65109

**Estimate**

Estimate#	: <b>EST-10773</b>	Sales person/ISS	: <b>Frederick Willis</b>
Estimate Date	: <b>06/20/2023</b>	Prepared By	: <b>Terry Cage</b>
Expiry Date	: <b>07/19/2023</b>		

**Bill To**

**Sedalia Police Department**

300 W. 3rd Street  
Sedalia MO 65301

#	Item & Description	Qty	Rate	Amount
1	WV-BWC4000 I-PRO AMERICAS INC. : BWC4000 CAMERA ONLY (INCLUDES KLIICK FAST MOUNTING STUD)	50.00	860.00	43,000.00
2	IPS-BWC-UDE-OP3 I-PRO BWC UDE ON-PREMISE DEVICE LICENSE FOR 3 YEARS, INCL. DEVICE MANAGEMENT, LIVE STREAMING AND REDACTION. SERVICE ENTITLEMENTS: BWC INITIAL CONFIGURATION, 24X7 HELP DESK, SOFTWARE MAINTENANCE AND SUPPORT.	50.00	359.00	17,950.00
3	IPS-BWC4-WTY-5Y I-PRO BWC4000 CAMERA 5-YEAR ACCIDENTAL DAMAGE COVERAGE WITH ADVANCED REPLACEMENT FOR CAMERA BODY ONLY.	50.00	209.00	10,450.00
4	WV-BWC40D8 I-PRO BWC4000 8-BAY DOCKING AND CHARGING STATION W/O AC ADAPTER IPS-BWC-AC100W	6.00	1,492.00	8,952.00
5	IPS-BWC-AC100W I-PRO AC ADAPTER (100W) FOR BWC 8-BAY DOCK CHARGER AND 8-BAY BATTERY CHARGER	7.00	108.00	756.00
6	WV-BWC40C8 I-PRO BWC4000 8-BAY BATTERY CHARGER ONLY W/O AC ADAPTER IPS-BWC-AC100W	1.00	584.00	584.00
7	WV-BWC40B1 I-PRO AMERICAS INC. : I-PRO BWC4000 REPLACEABLE BATTERY	8.00	179.00	1,432.00
8	IPS-CONSUL-1D I-PRO PROFESSIONAL SERVICE, ONE DAY OF CONSULTING (NON-TRAVEL)	2.00	2,400.00	4,800.00
9	Service Mobility Arbitrator Integration Services Remote or in state of MO Rate: * Does not include Network support or hardware not purchased/installed by TKM. Work as a Liaison with the assigned I-PRO Solutions Architect. Collect technical information used to integrate hardware and/software and ensure customers environment meets system requirements.	1.00	2,100.00	2,100.00
10	Please note: The following items below are the prerequisites needed to complete by the Sedalia Police IT Department prior to the arrival of i-PRO service team. Add up to date BWC4 firmware. Build a new BWC4 config. Apply the new BWC4 config. Fully charge devices by power cycling twice to improve the life expectancy to last a full 10-12 hours. Adding front end client to laptops.	1.00	0.00	0.00
11	Contract-Jasper County Jasper County Sheriff's Office Contract # JCSO 2021-001 (Computers and Network Technology)	1.00	0.00	0.00
12	Shipping Included As Per Contract All Shipping Charges are to be included As Per Contract	1.00	0.00	0.00
			<b>Sub Total</b>	<b>90,024.00</b>

Order Notes:

Looking forward to doing business with you.  
Shipping Charges are not included unless otherwise stated.

Terms & Conditions  
All PO placed orders have net 30 day Terms, no discounts.

<b>Total</b>	<b>\$90,024.00</b>
--------------	--------------------

Authorized Acceptance Signature

---

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

---

**To : City Administrator Kelvin Shaw**

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

**Date : January 28<sup>th</sup>, 2019**

**Ref : Request for budget amendment**

**During the 2023 SPD strategic plan we presented the replacement of our body worn cameras (BWC). The program involves replacing the BWCs with the majority being over five years old and have reached the end of the service life. The new cameras provide much improved technology, reliability, updated software, and improved battery life.**

**Turnkey Mobile and I-PRO have provided a proposal for the replacement and software with a total cost of \$90,024.00. The purchase was planned in the capital budget account 10-63-351-00 and it is on budget.**

**The purchase of the cameras is within city purchasing policy through the use of a cooperative purchase agreement. The purchase is under the Jasper County Sheriff's Office Contract # JCSO 2021-001.**

**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 General Fund must be increased by a total of \$7,913.19 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. Renewal for PTRPC Dues.

**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 July 3, 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 PIONEER TRAILS REGIONAL PLANNING COMMISSION DUES RENEWAL.**

**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 3<sup>rd</sup> day of July 2023.

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

Approved by the Mayor of said City this 3<sup>rd</sup> day of July 2023.

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

ATTEST:

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

Exhibit A  
City of Sedalia  
FY24 Budget Amendment 7/3/2023 Admin PTRPC Dues

Account / Description	Current Budget	Change	Amended Budget	Comments
<b>Expenditures / Uses of Funds</b>				
10-05-227-00 Admin Dues & Subscriptions	5,064.25	7,913.19	12,977.44	PTRPC Dues Renewal
<b>Total Expenditure Change</b>		<u>7,913.19</u>		
		<u>(7,913.19)</u>		<b>Net Increase (Decrease) in Projected Fund Balance</b>

**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 General Fund must be increased by a total of \$35,363.49 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. Staffing demand related to retirement and increased work load.

**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 July 3, 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 FINANCE DEPARTMENT STAFFING.**

**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 3<sup>rd</sup> day of July 2023.

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

Approved by the Mayor of said City this 3<sup>rd</sup> day of July 2023.

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

ATTEST:

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



Exhibit A  
City of Sedalia  
FY24 Budget Amendment 7/3/2023 Admin PTRPC Dues

Account / Description	Current Budget	Change	Amended Budget	Comments
<b>Expenditures / Uses of Funds</b>				
10-06-101-00 Salaries	419,548.87	23,878.91	443,227.58	Finance Department Staffing
10-06-107-00 Employee Insurance	59,197.65	6,191.07	65,388.72	Finance Department Staffing
10-06-105-00 Lagers Retirement	60,304.49	3,622.67	63,927.36	Finance Department Staffing
10-06-108-00 Worker's Compensation Insurance	499.92	59.20	559.12	Finance Department Staffing
10-06-108-00 Social Security Medicare Taxes	32,253.25	1,811.44	34,064.69	Finance Department Staffing
<b>Total Expenditure Change</b>		<u>35,363.49</u>		
		<u>(35,363.49)</u>		<b>Net Increase (Decrease) in Projected Fund Balance</b>

To: Kelvin Shaw  
From: Jessica Pyle  
Date: June 26, 2023  
Subject: Finance Department Staffing

The Finance Department requests Council approval to add one full-time staff position to the department. The impact of this request for the current budget year is \$35,363.49.

During FY23, a long-time employee retired, remaining employed in a part-time Transitional Assistant capacity. The staff vacancy was not filled. During this time, there was also turnover in the Finance Director position. This left 8 full-time employees plus one Transitional Assistant.

Throughout the transition period from FY23 and into FY24 (over the last 9 months), staff have realized the need to staff back to the capacity of 9 full-time employees due to demands. The additional full-time staff person and reorganizing some job responsibilities in the finance department will eliminate the need to continue utilizing the Transitional Assistant on a regular basis to meet regular demands of the finance department.

The department is currently filling a vacant Cashier position. While staff are vetting and interviewing for this position, efficiencies can be created by hiring for the additional staff position, if approved. The additional staff position would have similar requirements to the new position. The main difference is the specialty focus. Both positions' tasks will ideally have knowledge of the same tasks but have a focus area.

Furthermore, the Finance Department currently utilizes a third-party to reconcile the City's main operating bank account. Staffing to 9 employees, will allow greater capacity to bring this reconciliation back in house. The transition plan for this is the end of the calendar year with full transition in place by fiscal year end. This will eliminate over \$25,000 annually in expenses in future fiscal years.

On an annualized basis, the cost of the staff changes and eliminating the third-party accountant is a positive impact on the budget of +\$4,876.90 (without considering future salary adjustments, etc.).

Thank you.