



City Council Meeting Agenda
Monday, August 7, 2023 – 6:30 p.m.
City Hall, 200 South Osage, Sedalia MO

MAYOR: ANDREW L. DAWSON

MAYOR PRO-TEM: RHIANNON M. FOSTER

- A. CALL TO ORDER** – Mayor Dawson – Council Chambers
- B. PRAYER & PLEDGE OF ALLEGIANCE**
- C. ROLL CALL**
- D. SERVICE AWARDS**
 - 1. Judith Poole – TechService Librarian – Library – 35 years of service
 - 2. Christopher Ballance – Code Enforcement Officer – Community Development – 10 years of service
- E. RETIREMENT AWARDS** – None
- F. SPECIAL AWARDS**
 - Presentation – Fire Department Badge Pinnings
 - 1. Taylor Guseman – Firefighter
 - 2. Alex Razumovsky – Fire Driver/Engineer
 - 3. Joseph Arnold – Fire Driver/Engineer
 - 4. Joseph Parnell – Fire Driver/Engineer
 - 5. Cody Reynolds – Fire Driver/Engineer
 - 6. Caimon Kufahl – Firefighter
 - 7. Miles Adams - Firefighter
- I. APPROVAL OF PREVIOUS SESSION MINUTES**
 - A.** Council Meeting – July 17, 2023
- II. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES**
 - A.** Acceptance of Planning & Zoning Commission Minutes dated July 12, 2023
- III. ROLL CALL OF STANDING COMMITTEES**
 - A. FINANCE / ADMINISTRATION** – Chairman Chris Marshall; Vice Chairman Jack Robinson
 - 1.** Adoption of Revised Drug and Alcohol Policy
 - Council Discussion led by Chairman Marshall
 - Call for Ordinance Adopting a revised Drug and Alcohol Policy - Mayor Dawson
 - 2.** Budget Amendment - Increase of \$18,823.29 & Purchase of Duress/Security System – \$20,869.18
 - 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 purchase of Duress Security System – Mayor Dawson
 - Call for Ordinance Approving and Accepting a proposal for the purchase of a City-Wide Duress/Security System – Mayor Dawson

3. Budget Amendment & Purchase of NinjaOne Software – IT - \$12,636.00

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

O Call for Ordinance Amending the Budget for the Fiscal Year 2023-2024 regarding purchase of NinjaOne help desk and inventory management software – Mayor Dawson

O Call for Ordinance Authorizing an Agreement for the purchase of inventory support software
– Mayor Dawson

4. Budget Amendment & Purchase of Network Attached Storage Device – \$10,139.82

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

O Call for Ordinance Amending the Budget for the Fiscal Year 2023-2024 regarding purchase of Network Attached Storage Device – Mayor Dawson

O Call for Ordinance Approving and Accepting a Quote for the purchase of a Network Attached Storage Device – Mayor Dawson

5. Open Container Waiver – “Wings for Wags” Event

Council Discussion led by Chairman Marshall

O Call for Ordinance waiving open container laws and imposing other conditions relating to the Retrieving Freedom/Craft Beer Cellar “Wings for Wags” event – Mayor Dawson

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

1. Budget Amendment & Sales Order – Roll off Truck – WPC - \$97,500.00

Council Discussion led by Chairman Oldham

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

O Call for Ordinance Amending the Budget for the Fiscal Year 2023-2024 regarding purchase of Roll Off Truck – Mayor Dawson

O Call for Ordinance Approving and Accepting a Sales Order for the purchase of a Roll Off Truck
– Mayor Dawson

2. Annexation & Utility Services Agreement – BTI Contracting, LLC – Connection to Water Distribution System – Property located at 1760 Murphy Lane

Council Discussion led by Chairman Oldham

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

C. PUBLIC SAFETY – Chairman Jack Robinson; Vice Chairman Steve Bloess

1. JAG Grant – Sedalia Police Department – \$14,274.00

Council Discussion led by Chairman Robinson

R Call for Resolution authorizing the Sedalia Police Department to act as an agent for the City of Sedalia in the application process for the 2023 Justice Assistance Grant (JAG) and an agreement between the City of Sedalia, Missouri and the County of Pettis, Missouri for distribution and use of any awarded funds – Mayor Dawson

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

1. Rezoning Application – 105 South Limit and 1712 Liberty Park Boulevard

Council Discussion led by Chairwoman Foster

○ Call for Ordinance Granting a Change in zoning classification from R-1 (Single Family Residential) to C-3 (Commercial) on certain properties located at 105 South Limit and 1712 Liberty Park Boulevard, in the City of Sedalia, Missouri, in accordance with Chapter 64, of the City Code of the City of Sedalia, Missouri – Mayor Dawson

2. Rezoning Application – 1609 East Harvey and 1701 East Harvey

Council Discussion led by Chairwoman Foster

○ Call for Ordinance Granting a Change in zoning classification from R-1 (Single Family Residential) to M-2 (Heavy Industrial) on certain properties located at 1609 East Harvey and 1701 East Harvey, in the City of Sedalia, Missouri, in accordance with Chapter 64, of the City Code of the City of Sedalia, Missouri – Mayor Dawson

3. Rezoning Application – 200 East Clay and 215 East Henry

Council Discussion led by Chairwoman Foster

○ Call for Ordinance Granting a Change in zoning classification from R-1 (Single Family Residential) to R-3 (Apartment House Residential) on certain properties located at 200 East Clay and 215 East Henry, in the City of Sedalia, Missouri, in accordance with Chapter 64, of the City Code of the City of Sedalia, Missouri – Mayor Dawson

4. Rezoning Application 2101 South Marvin, 2201 South Marvin and 2211 South Marvin

Council Discussion led by Chairwoman Foster

○ Call for Ordinance Granting a Change in zoning classification from R-1 (Single Family Residential) to C-1 (Local Business) on certain properties located at 2101 South Marvin, 2201 South Marvin and 2211 South Marvin, in the City of Sedalia, Missouri, in accordance with Chapter 64, of the City Code of the City of Sedalia, Missouri – Mayor Dawson

IV. OTHER BUSINESS

A. APPOINTMENTS

New:

*Animal Advisory Control Board - Jennifer Boatright – Completing Dana Gillig’s Term Expiring June 2024

*Planning & Zoning Commission - Ian Shoemaker – Completing Connie McLaughlin’s Term Expiring June 2026

B. LIQUOR LICENSES

New

*Brad Wikstrom dba Craft Beer Cellar, 700 South Ohio, Special Event – (Wings for Wags – September 23, 2023 – 4:00 p.m. to 8:00 p.m.) – \$15.00

*Kristy Long dba Wildlife Ridge Winery, 34751 Miller Road, Special Event – (The Sedalia Chamber of Commerce Piccadilly Gala, 324 W. 2nd, September 28, 2023 – 8:00 p.m. to Midnight) - \$15.00

Renewals:

*Chancey Sherman, dba Chance’s R LLC, 303 South Lamine, Liquor by the drink & Sunday Sales - \$750.00

- *Eric Brown dba Buffalo Wild Wings, 4401 Wisconsin Ave, Liquor by the drink & Sunday Sales - \$750.00
- *Doug Benitz dba Liberty Center Association for the Arts, 111 West 5th, Liquor by the drink - \$450.00
- *Tiffany Vanalstine dba Casey's General Store #1063, 1909 West Main, Packaged Liquor & Sunday Sales - \$450.00
- *Andres Amezcua dba Casey's General Store #1052, 716 West 16th, Packaged Liquor & Sunday Sales - \$450.00
- *Ruby Larsen dba Casey's General Store #2347, 1601 East Broadway, Packaged Liquor & Sunday Sales - \$450.00
- *Lisa Sousley dba Casey's General Store #1601, 3500 West 16th, Packaged Liquor & Sunday Sales - \$450.00

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

VI. GOOD AND WELFARE

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

- A. Roll Call Vote for Closed Door Meeting
- B. Discussion of closed items
- C. Vote on matters, if necessary (require a Roll Call Vote)
- D. Motion and Second with Roll Call Vote to adjourn closed door meeting and return to open meeting

VIII. ADJOURN MEETING

- A. Motion and second to adjourn meeting

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#>

Click on any agenda item to view the related documentation

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 AUGUST 4, 2023, AT 3:30 P.M. AT THE SEDALIA MUNICIPAL BUILDING, BOONSLICK REGIONAL LIBRARY, SEDALIA PUBLIC LIBRARY AND ON THE CITY'S WEBSITE AT WWW.SEDALIA.COM



OFFICE OF THE CITY ADMINISTRATOR

To: Honorable Mayor Andrew L. Dawson & City Council Members
From: Kelvin Shaw, City Administrator
Re: Agenda items for City Council meeting on Monday, August 7, 2023, 6:30 p.m.

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

1. Shannon Ramey-Trull, Human Resources Director, has been working to update several of our personnel policies. She has prepared updates to four sections for your consideration at this time.
 - a. Policies relating to the possession and use of marijuana to align our policies with the recently passed Missouri constitutional amendment, while still balancing them with the Federal grant requirements that we must adhere to.
 - b. The drug and alcohol testing policies are updated to allow for additional means of testing, to include saliva swab testing, which will greatly reduce the cost and lost work time to perform routine tests.
 - c. Updates to the applicability of the random drug and alcohol testing policies.
 - d. Reduction in the time lapse required between a failed drug test and the opportunity to reapply for employment. This policy is in recognition of the abnormally tight labor market. However, staff will still use discretion in the hiring process as this policy only allows reapplication, and does not require approval or hiring.

Staff has vetted each of these sections with our legal counsel and recommends approval of all of them.

2. During the project to relocate the police department, the panic or duress system lost its direct connection to the police and thereby its functionality. Further, safety of our employees at all locations has been of increasing concern with each headline regarding violence from around the country. Shannon Ramey-Trull, Human Resources Director, led an effort through the safety committee to address these issues. After reviewing multiple systems, they determined the best balance of functionality for our situation and costs is the proposal from Lynx. This system utilizes the City network along with cell phone capabilities to connect directly to the police through a dedicated radio. This allows for silent notification capabilities for all employees working at all locations including in the field. Additionally, this system provides other features such as push notifications of emergency situations. The system total cost is \$25,821.70, when including the annual support of \$5,775.00. We had budgeted \$6,998.41 for our employee assistance program, however staff found an opportunity to provide this program at no additional cost when going through one of our health benefit providers. Therefore, staff recommends reallocating these funds to this project and add \$18,823.29 to the budget appropriation.

3. The City's computer networks continue to grow in terms of both size and complexity. Likewise, dependence upon the functionality for core services, to include emergency response, has increased. In order for our Information Technology (IT) staff to be effective in managing these systems, they must rely on pieces of technology as well. In order to be proactive in preventing down time it is vitally important for IT to be acutely aware of all the varied programs and equipment operating in our network environment. Additionally, when something does go down, efficient troubleshooting relies on this knowledge base. Therefore, it is imperative that as the reliance on and the size and complexity of the networks deployed has grown; the tools used to manage them must advance as well. Additionally, cyber criminals continue to be more prevalent and advanced in their tactics. One of the major areas of cybersecurity is to have an effective inventory of all of the hardware and software that is connected. This facilitates quickly identifying and closing holes in the security that cybercriminals can exploit. IT staff has relied on a free program to provide these tools for the last several years. This system has been limited in capabilities, and even more importantly, the vendor has gone a different direction and is no longer updating or supporting this package. Therefore, the City applied for and has been awarded a \$15,000 grant through the State Homeland Security Program to upgrade this technology. Staff has reviewed several systems and recommends procuring the system produced by NinjaOne. This system is a cloud-based program that will provide helpdesk tools, along with the asset management / inventory, and secure remote access to manage resources. The costs for the first two years of the system will be entirely offset by the grant.
4. The amount of data being stored continues to grow. This creates a ripple effect on the need for space and time it takes for backups. Some of this data is relatively static, in that it is typically created, stored and retrieved in its original state without updates or edits being written to it. Therefore, while backups are still important, the frequency of updates to backed up data is much less necessary. Information Technology (IT) staff recommends that we take the current hardware used to store backups and segregate the more static data to be stored on this hardware. Then we would add a different style of backup storage hardware that is a Network Attached Storage (NAS) device. The backup process would be modified to create more frequent backups of the data that routinely changes, and less frequent backups of data that is more static. This approach would be more efficient and compensate for the additional storage capacity needed. The added storage needs were not anticipated during the budgeting process, as the growth rate was under estimated. Staff recommends a budget amendment to increase the appropriation by \$10,139.82.
5. As in years past, the Craft Beer Cellar is requesting a temporary waiver of the open container laws to facilitate their Wings for Wags annual fundraiser event for Retrieving Freedom. The organizers have met with staff to identify and compensate for public safety concerns. As with other similar events, they will hire off duty Sedalia sworn police officers to ensure safety and compliance with the provisions of the ordinance. Open containers will only be allowed when the participant is inside the designated area during the specified hours while wearing a wristband issued by Craft Beer Cellar, and then only for containers with a sticker identifying that it was purchased as part of this specific event. Staff recommends approval of the waiver under these conditions.

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

1. The Water Pollution Control (WPC) or Sewer Department produces biosolids or "sludge" as a byproduct of the process of treating raw sewage. Rather than paying to haul the sludge off as waste, we combine the biosolids with tree mulch to recycle both materials into a usable compost product. The compost byproduct is then sold to area farmers and gardeners to help offset the costs of producing the compost, along with disposal of the tree waste and sewer sludge, all while creating added services to the community. Hauling the sludge from the three treatment plants to the composting operation has historically been performed by Sanitation Department personnel, utilizing the grapple trucks. The primary duties for this personnel and equipment has been for the bulky waste pickups and the roll off solid waste container services. When the wastewater treatment plants are all three operating, as they should, they produce four to five loads per day. At times, the sanitation crews operating these trucks have been too tied up in the solid waste services to respond to sludge hauling duties in a timely manner. This causes delays and lack of ability to run the sewer plants as often as needed. This has recently been exasperated with equipment breakdowns and staffing shortages, resulting in a rippling effect of getting further behind and trying to catch up. Further, the project to repair and upgrade the central wastewater treatment plant is going to increase the production of sludge significantly over the next several months and then level off but still at a higher volume. Staff recommends adding another truck to the fleet to be dedicated to the primary duties of sludge hauling. Additionally, to reassign the hauling duties to the treatment plant personnel. This will increase the efficiencies of the utilization of existing staff time, while eliminating scheduling conflicting priorities. Further, the added capital asset will provide more flexibility in service provision and added backup for downtime from repairs and maintenance. Staff has located a used truck suitable for this purpose and recommends a budget amendment to appropriate an additional \$97,500 for the purchase of this equipment dedicated to the WPC enterprise fund.
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. BTI Contracting, LLC owns property at 1760 Murphy Lane and wish to connect to the City water utilities. Therefore, staff has negotiated an annexation agreement and recommends approval.

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

1. For the past several years, the Police Department has applied for and received a Justice Assistance Grant (JAG) to enhance the operations of law enforcement in Sedalia and Pettis County. The grant application is stronger when applying for both the Sedalia Police Department (SPD) and the Pettis County Sheriff's Department. SPD reaches out to the Sheriff each year and coordinates the projects to seek funding for. Then SPD writes the application, manages the grant, and allocates the reimbursement to the Sheriff's Department for the portion awarded to projects for them. Staff recommends approval of a resolution to authorize the Sedalia Police Department to apply for this grant again this year and to enter a cooperative agreement with Pettis County for a portion of the grant to be used by the Sheriff's Department.

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

1. With the addition of the Heckart Community Center, overflow parking is needed at times. The City, through its Parks and Recreation Department, owns property across the street that can be used for additional parking. However, this area is zoned R-1 Residential and this zoning designation does not allow for parking that is not connected to the lot that the structure needing the parking is on. Therefore, to allow for this ancillary use as parking for the facility across the street, the zoning designation would have to change to a commercial designation that allows this use. Staff recommended this application to the planning and zoning commission and they recommend approval as well.
2. The City received an application from DeLongs Incorporated to rezone a property they own adjacent to one of their facilities from R-1 Single Family Residential to M-2 Heavy Industrial. The city limits run through the middle of one of these lots and the industrial building originated in the County and has extended onto the portion of the lot inside the City. Therefore, the current use of this part of the property is industrial. Also, an adjacent lot current has a house on it but the owners intend to remove the house and extend the industrial usage on to this lot as well. Staff recommended to the Planning and Zoning Commission that the rezoning would be consistent with the current use of the one lot and surrounding area to the West. The Planning and Zoning Commission agreed and voted to recommend approval.
3. The City received a rezoning application from Pettis County, as the owners of the property, on behalf of Citizens Against Spousal Abuse (CASA) as the organization wanting to develop portions of two lots located at 200 East Clay and 215 East Henry. An emergency storm shelter is currently located on 200 East Clay, and approximately one third of the property is in the designated flood zone. The property at 215 East Henry is currently a vacant lot and the majority of it is in the flood zone. According to the application and testimony given at the public hearing, the County intends to lease portions of the property to CASA for them to construct their offices and emergency temporary housing on top of the existing storm shelter. The properties are currently zoned R-1 Single Family Residential, and the application requests changing to R-3 Multi-Family Residential. Staff recommended to the Commission that the application met the criteria that would allow the approval of such rezoning, since the current use is consistent with R-3 Multi-Family Residential, and such zoning designation would be in keeping with the comprehensive plan anticipated future uses of the properties as urban development area. The Commission voted to recommend approval of the rezoning.
4. The City received a rezoning application from the owner of the properties located at 2101, 2201 and 2211 South Marvin. The properties in total comprise approximately fifteen acres and has two single family dwellings with the majority of the property used for farmland. The owner intends to subdivide and sell lots for undetermined uses. The current zoning designation for the properties and the immediately surrounding area is R-1 Single Family Residential. The application requests to change to C-1 Local Business designation. There were several individuals that spoke in opposition to the rezoning, stating their concerns primarily over opening up the area to commercial use. The owner admittedly did not have a specific commercial use in mind and just thought the value of the property would increase if commercial usage was allowed. Staff recommended to the Planning and Zoning Commission denial of the application since the application was speculative in nature, and would not be consistent with the surrounding uses. The Commission voted against a recommendation for the rezoning.



CITY OF SEDALIA, MISSOURI
CITY COUNCIL MEETING
JULY 17, 2023

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

The Council of the City of Sedalia, Missouri duly met on Monday, July 17, 2023 at 6:30 p.m. at the Municipal Building in the Council Chambers with Mayor Andrew L. Dawson presiding. Mayor Dawson called the meeting to order and asked for a moment of prayer led by Chaplain Byron Matson followed by the Pledge of Allegiance.

ROLL CALL:

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

SERVICE/SPECIAL/RETIREMENT AWARDS: None

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

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES:

- *The Planning & Zoning Commission minutes dated June 7, 2023 were accepted on motion by Oldham, seconded by Marshall. All in favor.
*The Traffic Advisory Commission minutes dated June 14, 2023 were accepted on motion by Foster, seconded by Oldham. All in favor.

ROLL CALL OF STANDING COMMITTEES:

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

Financial Update: Finance Director Jessica Pyle stated Sales and Use Tax is up approximately \$400,000, or 7%, fiscal year-to-date and the budget is higher than the amount budgeted by \$170,000. Franchise Settlement and Taxes received year-to-date is \$377,818 which is an increase over last year and there are no restrictions on the settlement funds received. Transportation Tax increased 15.1% due to Gas Tax and is offset partially due to a decrease in Vehicle Sales Tax which is down 2.6%. Property Tax is up year-to-date with the majority coming in December and January.

COMMUNITY DEVELOPMENT – Rhiannon M. Foster, Chairwoman; Tina Boggess, Vice Chairwoman

- Property located at 1801 West Main is zoned M-1 and C-3 (Light Industrial & Commercial). Billy Kimmons, AIA Principal Architect for Hood-Rich Architecture on behalf of Chris Hendricks, Burrell, Inc. filed a petition to change the entire zoning classification to C-3.

BILL NO. 2023-128, ORDINANCE NO. 11845 – AN ORDINANCE GRANTING A CHANGE IN ZONING CLASSIFICATION FROM M-1 & C-3 (LIGHT INDUSTRIAL & COMMERCIAL) TO ENTIRELY C-3 (COMMERCIAL) ON CERTAIN PROPERTY LOCATED AT 1801 WEST MAIN, IN THE CITY OF SEDALIA, MISSOURI, IN

ACCORDANCE WITH CHAPTER 64, OF THE CITY CODE OF THE CITY OF SEDALIA, MISSOURI was read once by title.

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

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

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

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

➤ The budget amendment is for an increase of \$4,399.55 regarding a contract renewal for preventative maintenance on the City’s generators. The renewal was not received until after the budget was set.

RESOLUTION NO. 2035 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI, STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE THE CITY’S ANNUAL BUDGET FOR FISCAL YEAR 2024 was read once by title and approved on motion by Oldham, seconded by Marshall. All in favor.

BILL NO. 2023-129, ORDINANCE NO. 11846 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2023-2024 REGARDING GENERATOR MAINTENANCE AGREEMENT was read once by title.

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

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

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

PUBLIC SAFETY – Jack Robinson, Chairman; Steve Bloess, Vice Chairman – No Report

APPOINTMENTS: The following new appointment was read and approved on motion by Oldham, seconded by Foster. All in favor.

* Bryan Jenkins – Sedalia Main Streets Board of Directors – Replacing Elizabeth (Libby) Heflin – Term expiring January 2026

BIDS: None

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

New:

*Rebecca Embry dba Korner Lounge, 1604 S Ohio, Special Event (Wedding – The Venue, 219 S Ohio – July 22, 2023)

Renewals:

*Allen Charra dba B&B Theaters, 4104 W Main, Liquor by the Drink & Sunday Sales

*Virginia Kay Jones dba Prime Time #3, 1320 S Limit, Packaged Liquor & Sunday Sales

*Virginia Kay Jones dba Prime Favtrip, 216 W Broadway, Packaged Liquor & Sunday Sales

*Steve Swafford dba Grellner Sales & Service, 1510 W Henry, Wholesale Beer & Wholesale Intoxicating Liquor

*Nicole Walker dba Discount Smokes & Liquor, 2205 S Limit, Packaged Liquor & Sunday Sales

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:

Mayor Dawson stated there was a great turnout for the Big Rub Gravel Road race held downtown, Sunday, July 16, 2023. It was a great use of the Katy Trail and he commended the effort put into the event.

GOOD & WELFARE:

Kim Yockstick, 2518 Southwest Blvd., stated Southwest Blvd. has become a drag street and very dangerous and cameras should be installed. She has called the non-emergency number for the Police Department regarding the issue and nothing has been done.

The meeting adjourned at 6:43 p.m. on motion by Oldham, seconded by Marshall to a closed door meeting in the upstairs conference room pursuant to subsections 1 (Legal Advice), 2 (Real Estate), 3 (Personnel) and 12 (Negotiated Contracts) of Section 610.021 RSMo. Roll Call Vote: Voting "Yes" were Robinson, Oldham, Marshall, Boggess, Hiller, Cross, Foster and Bloess. No one voted "No".

The regular meeting reopened at 7:20 p.m. on motion by Oldham, seconded by Bloess. All in favor.

ROLL CALL:

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

BUSINESS RELATED TO CLOSED DOOR MEETING:

BILL NO. 2023-130, ORDINANCE NO. 11847 – AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF A SPECIAL WARRANTY DEED FOR THE SALE OF PROPERTY COMMONLY KNOWN AS 101 EAST MAIN STREET FROM HOME HEATING AND AIR CONDITIONING OF MISSOURI, A MISSOURI LIMITED LIABILITY CORPORATION, TO THE CITY OF SEDALIA, MISSOURI was read once by title.

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

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

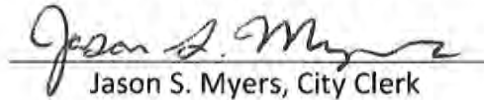
Roll Call Vote: Voting "Yes" were Robinson, Oldham, Marshall, Boggess, Hiller, Cross, Foster and Bloess. No one voted "No".

The regular meeting adjourned at 7:22 p.m. on motion by Oldham, seconded by Robinson. All in favor.

THE CITY OF SEDALIA, MISSOURI



Andrew L. Dawson, Mayor



Jason S. Myers, City Clerk



Let's Cross Paths

PLANNING & ZONING COMMISSION

Wednesday, July 12, 2023

Council Chambers

5:30 pm

Planning & Zoning Commission

Tolbert Rowe	Present	Andrew Dawson	Present
Ann Richardson	Present	Teresa McDermott	Present
Rhonda Ahern	Absent	Mike Privitt	Present
Valerie Bloess	Present		
Jerry Ross	Absent		
Chris Marshall	Present		

STAFF:

Kelvin Shaw

John Simmons

Jilene Streit

- Tollie Rowe, Chairman called the meeting to order at 5:30 pm
- John Simmons presented application by Burrell Inc at the off ramp of Hwy 65 & Main Street. Northern section of the parcel ½ is zoned M-1 Light Industrial which follows the Main Street pattern. The back ½ of the lot is zoned C-3. Client is planning to raise the building that exists there now & build a new Behavior Health Center for Burrell that would be a clinic. In doing this it made sense to zone the property C-3. Next month you will have a public hearing on the property just to the right, City property that needs to be rezoned to C-3 for overflow parking for the Heckart Community Center.
- Applicant, Billy Kimmons, principal architect for Hood Rich Architectural in Springfield and here to represent the applicant, Burrell Health. Just trying to get rid of the split zoning to make into one. Burrell's intention is to construct a new behavioral health clinic on this sight. Just about completed with plans to submit. Excited to build this new facility, as it will be able to provide the types of services that they can provide in this community.
- No other comments – Close Public Hearing at 5:34 pm.
- Roll Call
- Chris Marshall made the motion to approve the minutes from the June 7, 2023 meeting. Ann Richardson seconded the motion. All approved.

- Old Business – None

- New Business

- Rezoning application of 1801 W Main to rezone from split zoning of M-1 & C-3 & request C-3, Commercial for entire property. Land use surrounding M-1 Light Industrial, south is the property owned by the City and will be coming before this committee asking for a rezoning to C-3. West M-1 & C-3. Staff recommends approval of the rezoning request and make the recommendation to City Council. It is compatible with surrounding & current uses of the properties. Comp Plan designates this area with an employment pattern. Would be in the general interest of the public. The construction of a new outpatient clinic would complement the adjacent commercial uses and support quality of life for our residents.

With no further discussion. Chris Marshall made the motion to approve the rezoning to City Council. Ann Richardson seconded. All approved. 7 – YES; 0 – NO.

Next meeting – August 2, 2023

Chris Marshall made the motion to adjourn the meeting. Ann Richardson seconded. All approved.

Meeting adjourned.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A REVISED DRUG AND ALCOHOL POLICY.

WHEREAS, the City of Sedalia has identified the need to change the City of Sedalia's Personnel Regulations Manual pertaining to controlled substance and alcohol testing. Said revised policy is attached to this ordinance and is incorporated by reference herein.

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

Section 1. Section 7.15 Controlled Substance and Alcohol testing policy is hereby updated and replaced with the said changes and attached policy.

Section 2. This ordinance shall be in full force and effect 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 7th day of August 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 7th day of August 2023.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

Drug and Alcohol Policy

Purpose

In compliance with the Drug-Free Workplace Act of 1988, The City has a longstanding commitment to provide a safe, quality-oriented and productive work environment. Alcohol and drug misuse poses a threat to the health and safety of employees, citizens and to the security of the City's equipment and facilities. For these reasons, The City is committed to the elimination of drug and alcohol use and misuse in the workplace. In addition, it is the purpose of this policy to comply with all applicable State and Federal laws and regulations governing workplace anti-drug and alcohol abuse programs.

Policy

1. Whenever employees are working, are operating any City vehicles, are present on City premises or are conducting City-related work offsite, they are prohibited from:
 - a. Using, possessing, buying, selling, manufacturing or dispensing an illegal drug or marijuana (whether recreational or medicinal) (to include possession of drug paraphernalia).
 - b. Being under the influence of alcohol or drugs including recreational or medical marijuana.
 - c. Possessing or consuming alcohol and marijuana (recreational or medicinal)..
2. The City will also not allow employees to perform their duties while taking prescribed or over the counter drugs that may adversely affect their ability to perform their job duties safely and effectively. Employees must notify their Supervisor and Human Resources when taking any prescribed or over the counter medication that might affect the performance of duties.
3. The use of marijuana (recreational or medicinal) or alcohol outside of work hours that adversely affects that employee's ability to perform their job duties shall be grounds for discipline up to and potentially termination.
4. Any illegal drugs or drug paraphernalia will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.

Required Testing

All City employees are covered by one or more of the tests provided by this policy. Substance testing may be performed by, hair follicle sample, blood sample, urinalysis, breath analysis, saliva swab test, or other means. All employees are subject to these tests.

Pre-employment

- (1) Testing for substances shall be made only after a conditional offer of employment, but prior to beginning work. Applicants being considered for hire must pass a drug test before beginning work. Refusal to submit to testing will result in disqualification of further employment consideration.

- (2) If the individual starts employment prior to test results being received, the employee shall not operate any City vehicle or heavy equipment until the substance test results have been received and verified by the Human Resources Office.

Positive test results may result in the withdrawal of the conditional offer of employment. Notwithstanding the language preceding, a positive result for marijuana will not result in the withdrawal of a conditional offer of employment if that individual is able to show proof prescription for marijuana and a valid State issued medical marijuana card. However, for safety sensitive positions or DOT regulated positions, a positive result for marijuana will result in the withdrawal of a conditional offer regardless of any medical marijuana card.

Reasonable suspicion

When reasonable suspicion testing is warranted, the employee must undergo a drug and/or alcohol test within two hours. A reasonable suspicion referral for testing will be made on the basis of documented objective facts and circumstances, which are consistent with the short-term effects of substance abuse or alcohol misuse. Examples of reasonable suspicion include, but are not limited to, the following:

- (1) Physical signs and symptoms consistent with controlled or prohibited substance use or alcohol or marijuana misuse.
- (2) Evidence of the manufacture, distribution, dispensing, possession, or use of controlled substances, drugs, alcohol, marijuana, or other prohibited substance.
- (3) Occurrence of a serious or potentially serious accident that may have been caused by controlled or prohibited substance abuse or alcohol or marijuana misuse.
- (4) Fights (meaning physical contact), assaults, and flagrant disregard or violations of established safety, security, or other operating procedures.

Refusal by an employee will be treated as a positive drug test result and will result in immediate termination of employment.

Post-accident

- (1) All employees of any classification are subject to post accident substance and alcohol testing.
- (2) Alcohol testing shall be completed within two (2) hours of qualified accident. Substance testing shall be completed within thirty-two (32) hours of qualified accident.
- (3) Testing is required for:
 - (a) Accidents involving a city-owned motor vehicle or city-owned heavy equipment, unless vehicle or equipment was legally stopped and was struck by another party.
 - (b) Accidents resulting in damage to City equipment or property or private property caused by the operation of City vehicles or heavy equipment.
 - (c) Accidents resulting in an employee being cited for a traffic violation.
 - (d) Accidents resulting from a violation of a safety policy or procedure.
- (4) Post-accident testing shall be completed during or after necessary medical treatment within the time frame listed above.

(5) Refusal by an employee will be treated as a positive test result and will result in immediate termination of employment.

Random

(1) Substance and alcohol random testing shall be required of all regular public safety employees in the positions of, but not limited to, police officer, firefighter and other positions that require the employee to operate vehicles or heavy equipment on public streets or highways while on duty. Additionally, temporary full-time, part-time and contract employees who operate City vehicles or heavy equipment or construction equipment on public streets or highways shall be subject to this testing.

(2) Random testing may occur at any time and without warning.

(3) If chosen for random testing, the employee is required to report for testing the same day as notified before 2:00 p.m. unless otherwise approved by the Human Resources Director or their designee.

(4) Random testing or testing without individualized suspicion will also be required of employees whose position creates the special need of public safety.

Consequences

Applicants who refuse to cooperate in a drug test or who test positive will not be hired and will not be allowed to reapply/retest for at least 3 months.

Employees who test positive, or otherwise violate this policy, may be terminated.

Notwithstanding the language preceding, the following language applies to positive tests for marijuana: any employee who tests positive for marijuana, shall not be disciplined on the basis of a positive test alone if such employee provides a valid State-issued medical marijuana card and that employee is not in a safety sensitive or DOT regulated position. Regardless of any medical marijuana card, any safety-sensitive or DOT regulated employee who tests positive for marijuana may be subject to discipline up to termination.

Additional Employee Responsibilities

(1) Employees who may be taking either prescription medication or "over the counter" medication which may impair their normal reaction time, distance judgment or reasoning ability must inform their supervisor of the possible impairment upon reporting for work. The employee should only indicate that an impairment might exist and should not share any medical information with their supervisor. The supervisor will then have the employee work with the Human Resources Office so that the proper medical personnel can determine if any restrictions are needed. If Human Resources determines that restrictions are needed, Human Resources will notify the supervisor of the restrictions and the supervisor is then responsible for assigning duties the employee may safely perform that day or shift. If no suitable work can be assigned, the employee may be relieved from work under sick or other leave.

(2) Employees who have been unexpectedly recalled for duty after consuming medication or alcohol or marijuana must inform their supervisor or person responsible for making the recall notice. Supervisors shall not recall employees who have consumed medication or alcohol or marijuana if such recall would place the employee in jeopardy or in violation of this section. Alternatively, the employee may be tested to insure a .00% blood alcohol content prior to assigning employee to duty.

(3) Employees who fail to inform their supervisor as required above may be held personally liable for any accident, which results in injury and/or property damage and shall be subject to disciplinary action.

Supervisor Responsibilities

Supervisors shall arrange return to home transportation for any employee who reports to work when:

(1) The employee may be affected by prescription or across the counter medication.

(2) The employee may be affected or impaired by alcohol or marijuana consumption. Alcohol or marijuana testing may be utilized to determine the employee's fitness for work and/or violation of this policy or state law pertaining to driving while intoxicated.

Employee and Supervisor Training

(1) All employees whose positions require a CDL or who operate vehicles or heavy equipment weighing 26,001 pounds or greater must receive, on an annual basis, information on signs and symptoms of drug and alcohol abuse, including the effects and consequences of drug use on personal health, safety, and the work environment.

(2) All supervisory personnel must receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol or marijuana misuse at least every 24 months.

August 7, 2023

City Administrator Shaw,

The Human Resources Department is requesting an update to the Personnel Policies Manual. As you are aware, there are several policy updates, additions, changes and revisions that are needing to be made to our current version of the Personnel Policies Manual.

The following is currently being recommended.

Update the Drug and Alcohol Policy to include updated language on:

- 1) Marijuana, both recreational and medical to align with the updated legislation;
- 2) Addition of additional testing options, i.e. hair follicle, blood sample, saliva swab testing and other means;
- 3) Random testing policy was updated to specify the classification of employees that will be included in the random testing pool; and
- 4) Consequences, changed when an applicant can reapply if they test positive during the pre-employment process from 6 months to 3 months as well as added language when testing positive for marijuana.

Sincerely,

Shannon Ramey-Trull
Human Resources Director

**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 \$18,823.29 above the amount authorized in the adopted annual budget for Fiscal Year 2024. An amendment to increase said budget is necessary for the following facts and reasons:

- A. Purchase of duress security system, including alerts.

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 August 7, 2023

Presiding Officer of the Council

ATTEST: _____
Jason S. Myers, City Clerk

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2023-2024
REGARDING PURCHASE OF DURESS SECURITY SYSTEM**

**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 7th day of August 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 7th day of August 2023.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

Exhibit A
City of Sedalia
FY24 Budget Amendment 8/7/2023 Personnel Duress Security System

Account / Description	Current Budget	Change	Amended Budget	Comments
Expenditures / Uses of Funds				
10-58-351-00 Equipment	-	11,802.49	11,802.49	Purchase Dispatch System
10-08-244-04 Supplies Office/Janitor/Other	1,500.00	8,244.21	9,744.21	Panic Buttons and SK SMS
10-08-225-00 Maintenance Agreements	4,400.00	5,775.00	10,175.00	Annual Support
10-08-107-01 Employee Insurance EAP	6,986.41	(6,986.41)	-	Utilizing EAP through current provider at no additional cost, continuing this relationship
Total Expenditure Change		<u>18,823.29</u>		
		<u>(18,823.29)</u>		Net Increase (Decrease) In Projected Fund Balance

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A PROPOSAL FOR THE PURCHASE OF A CITY-WIDE DURESS/SECURITY SYSTEM.

WHEREAS, the City of Sedalia, Missouri received a proposal from Lynx Systems for the purchase of a City-wide Duress/Security System; and

WHEREAS, under the proposal, the City of Sedalia, Missouri shall pay the sum and of amount of Twenty Thousand Eight Hundred Sixty-Nine Dollars and Eighteen Cents (\$20,869.18), to Lynx Systems as more fully described in the proposal 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 proposal from Lynx Systems in substantively the same form and content as it has been proposed.

Section 2. The Mayor or City Administrator are authorized and directed to execute and the City Clerk is hereby authorized and directed to attest and fix the seal of the City of Sedalia, Missouri on the proposal 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 proposal 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 7th day of August 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 7th day of August 2023.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk



COMMERCIAL SALES AGREEMENT

TOWN NO.
0046-KANSAS CITY, MO

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-7HLCMEN

DATE: 7/5/2023

Johnson Controls Security Solutions LLC ("Johnson Controls")
Mary McCourt
11019 Strang Line Rd,
Lenexa, KS 66215
Tele. No.

City of Sedalia
d/b/a:
("Customer")
Customer Billing Information
200 S Osage Ave,
Sedalia, MO 65301
Attn:
Tele. No.

Customer Premises Served
200 S Osage Ave,
Sedalia, MO 65301
Attn: Doug Roberts
Tele. No. (660) 827-3000

This Commercial Sales Agreement is between Customer and Johnson Controls Security Solutions LLC ("Johnson Controls") effective as of the date signed by Customer. By entering into this Agreement, Johnson Controls and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW"). This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

- (a) Hazardous Substance Checklist and Customer Letter
- (b) Scope of Work / Schedule(s) of Protection
- (c) Terms and Conditions
- (d) Additional Terms and Conditions
- (e) State Specific Forms, if applicable (e.g., local permit applications)
- (f) Customer Installation Acceptance Form (specific to Equipment/Services purchased)
- (g) If multiple locations, see attached schedule

II. CHARGES AND FEES; TAXES; a. Equipment Installation. Customer agrees to pay the total Equipment purchase price and/or installation charges set forth in the Scope of Work/Schedule of Protection plus applicable "Fees" and "Taxes" as defined below ("Installation Charge"). Upon acceptance of this Agreement, Customer will pay to Johnson Controls the Installation Deposit Amount set forth in the Scope of Work/Schedule of Protection. Johnson Controls may invoice Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of the System/Equipment installation, activation of the System, connection to the CMC, or any other Service(s). All invoices for the installation Deposit Amount and the Installation Charges are due upon receipt. Any outstanding Installation Charges and/or Fees shall be due and payable as a precondition to activation of System and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the Statement of Work/Schedule of Protection made by the Customer after execution of this Agreement must be agreed to by Johnson Controls and Customer in writing and may be subject to additional charges, fees and/or taxes. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. Until Customer has paid Johnson Controls the Installation Charge and Fees, and Taxes in full, Customer grants to Johnson Controls a security interest in the Equipment and all the proceeds thereof to secure such payment.

b. Services. Customer agrees to pay Service Charges per annum set forth in the Scope of Work/Schedule of Protection (the "Annual Service Charges"), payable in advance on a(n) Annual basis, unless otherwise agreed by the parties in writing, plus applicable Taxes for 5 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. Invoices are due within thirty (30) days of the date of the invoice. After the Initial Term this Agreement shall automatically renew on a(n) Annual basis. Johnson Controls will provide Customer with notice of any adjustments in the Charges, Fees and/or Taxes applicable to the renewal period no later than forty-five (45) days prior to the commencement of the renewal period. Unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date, the adjusted Charges, Fees and/or Taxes will be the Charges, Fees and/or Taxes for the renewal period. Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year. Notwithstanding any other term in this Agreement, Johnson Controls may increase prices upon notice to Customer to reflect increases in material and labor costs. In addition, prices for Equipment covered by this Agreement may be adjusted by Johnson Controls, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Johnson Control's proposal or quotation, to reflect any increase in Johnson Controls' cost of raw materials (e.g., steel, aluminum) inability to secure Equipment, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty.

c. Other Charges. Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by Johnson Controls related to AHJ requirements and/or changes to applicable laws, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees"). Customer is solely responsible to pay all applicable sales, use and/or similar taxes imposed by any taxing or governmental authority on the Equipment, System and/or Services provided hereunder ("Taxes") unless Customer provides to Johnson Controls a valid tax exemption certificate authorized by an appropriate taxing authority. If Customer fails to provide a valid tax exemption certificate, Customer shall remain liable for the payment of any such Taxes until paid in full.

d. Invoicing. Pricing is based upon the billing and payment terms set forth in this Agreement. Invoices are due upon receipt unless otherwise specified on the invoice. Invoices will be delivered and are to be paid via ACH bank transfer. Johnson Controls ACH/EFT bank transfer details will be provided once the Agreement is signed and agreed to by the parties. Disputed invoices must be identified in writing within twenty-one (21) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. Payment is a condition precedent to Johnson Controls' obligation to perform Services under this Agreement. Charges for Equipment and material covered by this Agreement do not include any amounts for changes in tariffs, duties or other similar charges imposed and/or enacted.

III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE: This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and Johnson Controls relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, or other document issued by Customer. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Johnson Controls and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Johnson Controls, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Johnson Controls. Customer's failure to accept and sign this Agreement within thirty (30) days of the date shown above may result in price increases. Customer acknowledges that: (a) Johnson Controls has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Johnson Controls at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage Johnson Controls to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.

[Signature Follow on Next Page]



COMMERCIAL SALES AGREEMENT

TOWN NO.
0046-KANSAS CITY, MO

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-7HLCMEN

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL
HERE _____

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL HERE

CUSTOMER: _____

Presented by: _____
(Signature of Johnson Controls Sales Representative)

Accepted By: _____
(Signature of Customer's Authorized Representative)

Sales Agent: Mary McCourt
Sales Representative Registration Number (if applicable): _____

(Name Printed)

Title: _____

Date Signed: _____

CUSTOMER ACCEPTANCE

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: NO: this signed contract satisfies Agreement

YES: Single PO Required for Initial Term

Annual PO Required

ANSC PO Required Yearly (ANSC = Annual Service Charge)

AR Invoice are accepted via e-mail: YES: Email address to be used: _____

NO: Please submit invoices via mail NO: Please submit via _____

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COMMERCIAL SALES AGREEMENT

TOWN NO.
0046-KANSAS CITY,
MO

CUSTOMER NO.

JOB NO.

PONO.

ESTIMATE NO.
1-7HLCMEN

SCOPE OF WORK / SCHEDULE OF PROTECTION

IV. SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"): Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. Ownership of System and/or Equipment: Direct Sale (equipment to become property of the Customer upon payment of Installation Charges and Fees in full).

B. Services to be Provided ("Services")

Alarm monitoring and Notification Services:	No Service Selected
Video Surveillance Services:	No Service Selected
Managed Access Control Services:	No Service Selected
Video Equipment:	No Service Selected
Maintenance Service Plan; Preventive Maintenance/Inspection:	Essential Maintenance PROVIDED
Additional Services:	Stratus Lynx Mass Notification and Duress Services, Lynx Stratus Service PROVIDED

C. Equipment to be Installed ("Equipment"): Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(ies). As used herein, "Installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Johnson Controls Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	Stratus Lynx Server ID (FOR RENEWALS ONLY)	
1	LYNX,SMS PRO,5K SMS/YEAR	
5	LYNX_NETWORK_POE_PANIC BUTTON	
1	LYNX_DISPATCHR,CUST SUPP RADIO	

D. CHARGES AND ESTIMATED TAX:

1. Installation Charge:

Installation Charge Amount:	\$20,869.18
* Estimated Tax(es):	\$0.00
TOTAL INSTALLATION CHARGE:	\$20,869.18
Installation Deposit Amount:	\$10,434.59

2. Annual Service Charge:

Annual Service Charge Amount:	\$5,775.00
* Estimated Tax(es):	\$0.00
TOTAL ANNUAL SERVICE CHARGE:	\$5,775.00

* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice.

E. Scope of Work: This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: Doug Roberts: droberts@cityofsedalia.com
 System Operation: JCI to provide Lynx emergency notification system through Lynx-installed software to PC's and cell phones. Client to connect panic buttons throughout locations. JCI to install Lynx-programmed dispatch unit. Customer will ship a radio to Lynx per JCI-provided form and Lynx will return ship to client after programming. Customer shall provide cabling and/or power to Lynx radio dispatch device, and connect to customer network.
 Programming Info: Lynx to provide software installation, set up, and training to client via remote. Lynx to provide instruction to client for PoE buttons set up and network integration. JCI will work with the customer's appropriate IT staff for remote connection to Lynx hosted platform.
 Site Conditions: City Hall building. No cabling or penetrations required. Software only - Lynx installed on PC's. Lynx to provide programming.
 Existing Equipment: No existing equipment coordination or use required.
 Customer Expectations: All Lynx communications, software installs, set up and programming shall be done during normal work hours: 8AM - 5PM, M-F.
 Training Expectations: Lynx shall provide training to the customer via remote session
 General Comments: JCI will work with the customer's appropriate IT staff for remote connection to Lynx hosted platform.
 Customer Responsibilities / Johnson Controls Exclusions: Customer to provide applicable staff to allow network connection and software installation with Lynx technical support. Lynx tech support will be provided remotely. JCI will work with the customer's appropriate IT staff for remote connection to Lynx hosted platform. Customer will ship a radio to Lynx per JCI-provided form and Lynx will return ship to client after programming. Customer shall provide cabling and/or power to Lynx radio dispatch device, and connect to customer network.

Documentation Needs: A signed agreement is required to proceed.

Contract Notes -

TERMS AND CONDITIONS

TERMS AND CONDITIONS

V. Customer and Johnson Controls agree as follows:

A. Services.

A.1. Central Station Signal Receiving and Notification (Alarm Monitoring) Services. Intentionally left blank - Services have not been purchased.

A.2. Communication Facilities. Intentionally left blank - Alarm Monitoring Services have not been purchased.

A.3.1 Enhanced Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.2 Expert Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.3 Optimum Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.4 Essential Maintenance Service Plan ("Essential Maintenance"). If Customer selects Essential Maintenance, Customer shall bear the expense of any labor, parts, components, materials and/or equipment required to maintain/repair the covered Equipment for issues not covered by the Warranty set forth herein. Customer shall pay for such labor and/or materials for such work at Johnson Controls' then applicable rates. Essential Maintenance will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Essential Maintenance performed outside of these hours is subject to additional charges.

A.4. Testing/Inspections Service ("T/I"). Intentionally left blank - Services have not been purchased.

A.5. Investigator Response Service. Intentionally left blank - Services have not been purchased.

A.6. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.1. Video/Audio Alarm Verification Service/Video Verification. Intentionally left blank - Services have not been purchased.

A.6.2. Video Guard Tour. Intentionally left blank - Services have not been purchased.

A.6.3. Video Escort. Intentionally left blank - Services have not been purchased.

A.6.4. Video Assist. Intentionally left blank - Services have not been purchased.

A.6.5. Video Audit. Intentionally left blank - Services have not been purchased.

A.6.6. Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.7. Managed Video Portal. Intentionally left blank - Services have not been purchased.

A.6.8. Unattended Delivery - Alarm Based Video Monitoring. Intentionally left blank - Services have not been purchased.

A.6.9. Unattended Delivery - Live Video Monitoring of Process. Intentionally left blank - Services have not been purchased.

A.7. Closed Circuit Television ("CCTV")/Video Equipment. Intentionally left blank - no CCTV/Video Equipment has been purchased.

A.8. New York City Fire System. Intentionally left blank - covered system is not installed in NYC

A.9. Vision/Vision with Auditing. Intentionally left blank - Service is no longer offered.

A.10. Hosted Access. Intentionally left blank - Services have not been purchased.

A.11. Data Hosting/Storage Services. Intentionally left blank - Services have not been purchased.

A.12. Data Hosting/Storage Services Encrypted. Intentionally left blank - Services have not been purchased.

A.13. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.13. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.14. Software Support Services - No Upgrades. Intentionally left blank - Services have not been purchased.

A.15. Lynx Network Duress and Emergency Notification System ("Lynx System"). If Customer purchased the Lynx System, Customer acknowledges and agrees that the following additional terms shall apply. 1. The Lynx System is a Customer/locally monitored system and Customer is solely responsible for receiving, acknowledging and responding to all signals generated by/from the Lynx System, including, but not limited to, emergency, duress and other Customer designated event signals ("Signals") and that Johnson Controls does not monitor, and will not receive or respond to such Signals. Customer has decided to install and use the Lynx System for local response purposes, which may include emergency response ("Customer Intended Purpose") based solely on its own independent business judgment. Johnson Controls' agreement to sell and install the Lynx System shall not constitute or be construed as constituting any express, implied, or tacit recommendation, endorsement, or approval of Customer's use of the Lynx System for the Customer Intended Purpose. Customer, in purchasing the Lynx System for the Customer Intended Purpose, understands that due to the very nature of events for which any local response, including emergency response, may be necessary, irrespective of any delays, involves uncertainty, risk and possible injury, disability or death for which Johnson Controls should not be held responsible or liable. The Lynx System is not foolproof and may experience malfunction, non-function or other performance failures for any number of reasons within or beyond the control of Johnson Controls. In the event of a conflict between the terms of the Agreement and the terms within this Section A.15., the parties agree that Johnson Controls' installation of the Lynx System, the performance of or non-performance of the Lynx System, and all of the transactions, occurrences, consequences, and rights and obligations of the parties relating directly or indirectly to the Lynx System shall in all events be subject to and controlled by this Section A.15. 2. The term "Software" refers to the Lynx System server software and web-hosted services provided in conjunction with the Lynx hardware. Upon execution of this Agreement, Customer is granted a license to use the Lynx System during the term of the Agreement. The Equipment, License and Service Fees and the number of "Authorized Seats" purchased are shown in the Statement of Work / Schedule of Protection. Additional Authorized Seats may be added at an additional cost. Authorized Seats may not be shared, but may be reassigned within Customer's organization at Customer's discretion. 3. Johnson Controls may discontinue Customer's license to use the Lynx System if Johnson Controls, in its sole opinion, is unable to obtain or continue to support technologies, communication facilities, system or component parts thereof that are discontinued, become obsolete or are otherwise not available to Johnson Controls under reasonable commercial terms. Johnson Controls will not be held to be in breach of the Agreement or otherwise be liable for any damages or subject to any penalty as a result of any such termination. 4. Level-1 technical support is available at no additional charge by telephone at 800-289-2647, Monday through Friday from 8:00 AM to 9:00 PM Eastern Time. Supplemental support (Levels 2-4) is available upon purchase of a Software Support Agreement. Johnson Controls may make revisions, updates, and/or upgrades to the Lynx System at its sole discretion without prior notice to Customer. 5. Customer, through any Authorized Seats, may use the Lynx System to configure and directly distribute informational, non-commercial, email, SMS/text, voice messages and notices to its chosen audience(s) ("Notices") using Customer's computer network(s), server(s) and telecommunication system(s). Customer is solely responsible for obtaining and maintaining such Customer network(s), server(s) and telecommunication system(s) as well as Internet access/connectivity, compatible networks, servers, and software needed to run the Lynx System. Customer assumes full responsibility for the information, material, or content transmitted in such Notices as well as the legality, reliability, appropriateness, originality of such Notices. Johnson Controls may revoke Customer's or any Authorized Seat's access to or right to use the Lynx System if Johnson Controls finds, in its sole judgment, that Customer, or any Customer Authorized Seats, employees, agents, or assigns have breached any provision of the Agreement or used the Lynx System in violation of law. THE LYNX SYSTEM IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESSED OR IMPLIED, TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW. JOHNSON CONTROLS DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. JOHNSON CONTROLS DOES NOT WARRANT THAT THE LYNX SYSTEM WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVER THAT MAKES THE LYNX SYSTEM AVAILABLE ARE, OR WILL BE, FREE OF VIRUSES OR OTHER

HARMFUL COMPONENTS. 6. Customer understands that, in connection with Johnson Controls' provision of the Lynx System, Johnson Controls and/or its agents, suppliers, or subcontractors, may receive, transmit, record, store, and/or provide software, unencrypted data, audio, and/or images ("Data") to and from Customer's network/servers via the Internet and/or store such Transmissions in off-site third party facilities outside of the United States and such Transmissions may include information about Customer's personnel, assets and/or premises. Johnson Controls does not warrant the integrity, accuracy, confidentiality, or security of such Transmissions with regard to unauthorized use, disclosure, corruption, interception or otherwise (collectively, "Security Risks"). The website through which Customer accesses the Lynx System may be linked to other websites which are not owned, controlled, or maintained by Johnson Controls. Johnson Controls is not responsible for the content of those websites. The inclusion of any link to such websites does not imply endorsement by Johnson Controls of the websites. Johnson Controls makes no representations whatsoever about any other website which Customer may access while using the Lynx System. Customer hereby assumes and releases Johnson Controls from all Security Risks and any damages and liability associated therewith. Customer is responsible for all Internet Service Provider and telecommunication charges incurred by Customer to facilitate Transmissions to and from Johnson Controls and the Lynx System. 7. In addition to any limitation of liability contained in this Section A.15, or in the Agreement, Customer further agrees that with regard to the Lynx System: (A) IN NO EVENT WILL JOHNSON CONTROLS BE LIABLE FOR ANY DAMAGES OR INJURY ARISING OUT OF CUSTOMER'S USE OF, FAILURE TO USE, OR INABILITY TO USE THE LYNX SYSTEM, INCLUDING BUT NOT LIMITED TO, ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OF TRANSMISSION, COMPUTER VIRUS, LINE FAILURE, DATA LOSS OR CORRUPTION, OR INTERCEPTION OF ANY TRANSMISSION BY ANY UNAUTHORIZED PERSON OR PERSONS; AND (B) JOHNSON CONTROLS SHALL NOT BE LIABLE FOR ANY DAMAGES OR INJURY, INCLUDING BUT NOT LIMITED TO, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE CUSTOMER'S USE OF, FAILURE TO USE, OR THE INABILITY TO USE, THE LYNX SYSTEM OR BOTH. THE FOREGOING LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE EXTENT THAT APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH EVENT, JOHNSON CONTROLS' AGGREGATE TOTAL LIABILITY TO CUSTOMER FOR ANY LOSSES, DAMAGES, OR CAUSES OF ACTION REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH CLAIM IS BROUGHT WILL NOT IN THE AGGREGATE BE GREATER THAN THE AMOUNT PAID BY CUSTOMER TO JOHNSON CONTROLS FOR THE LYNX SYSTEMS IN THE PRECEDING YEAR AT THE AFFECTED LOCATION.

A.16. RFID Tracking System ("System"). Intentionally left blank – RFID Systems have not been purchased.

A.17. HID SEOS Mobile Credential Service ("Service"). Intentionally left blank – Service has not been purchased.

A.18. Customer For Life Program ("Service"). Intentionally left blank – Service has not been purchased.

A.19. Outdoor Radar Perimeter Protection. Intentionally left blank – System has not been purchased.

A.20. Self-Printing Service. Intentionally left blank – Service has not been purchased.

A.21. Audio Enabled Devices. Intentionally left blank – Equipment has not been purchased.

A.22. Proactive Health Services. Intentionally left blank - Services have not been purchased.

A.23. Automated Notification. Intentionally left blank - Services have not been purchased.

A.24. Remote Technical Services. Intentionally left blank - Services have not been purchased.

A.25. Anyvision Devices. Intentionally left blank – Equipment has not been purchased.

A.26. WhosOnLocation Service. Intentionally left blank - Services have not been purchased.

A.27. Vape Detection System. Intentionally left blank - Services have not been purchased.

A.28. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.

A.28. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.

A.28. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.

A.29. CloudVue Service. Intentionally left blank - Services have not been purchased.

A.30. Visual Alarm Verification Service. Intentionally left blank - Services have not been purchased.

A.31. Halo Smart Sensor System. Intentionally left blank - System have not been purchased.

A.32. Embedded Resource Services. Intentionally left blank - Service have not been purchased.

A.33. Open Path System. Intentionally left blank - System or Service have not been purchased.

A.34. Open Eye Cloud Video Platform ("Open Eye Services"). Intentionally left blank - System or Service have not been purchased.

A.35. Sabre Systems Services. Intentionally left blank - System or Service have not been purchased.

A.36. Cantronics Telethermographic Device. Intentionally left blank - System or Service have not been purchased.

A.37. Digital Barriers Telethermographic System. Intentionally left blank - System or Service have not been purchased.

A.38. Installation and Lease Subscription Services for Evolv Express. Intentionally left blank - System or Service have not been purchased.

A.39. Installation and Purchase Subscription Services for Evolv Express. Intentionally left blank - System or Service have not been purchased.

A.40. Illustra Telethermographic System. Intentionally left blank - System or Service have not been purchased.

A.41. Wello Body Temperature Detection System. Intentionally left blank - System or Service have not been purchased.

A.42. ZKTECO Temperature System. Intentionally left blank - System or Service have not been purchased.

A.43. Milestone Video Surveillance Equipment. Intentionally left blank - System or Service have not been purchased.

A.44. SES Mobile-Based Keyless Access Control System. Intentionally left blank - System or Service have not been purchased.

A.45. Solink Cloud Video Services. Intentionally left blank - System or Service have not been purchased.

A.46. Qolsys Panel. Intentionally left blank - Panel have not been purchased.

A.47. GuardRFID. Intentionally left blank - Panel have not been purchased.

A.48. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Johnson Controls will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Radio Frequency Identification ("RFID") (f) Training Services (g) Watchman's Reporting Service.

B. Warranty (90-Day). 1. If the transaction type is "Direct Sale", any part of the System (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, at in Johnson Controls' option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Johnson Controls's "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges. 2. For "Johnson Controls-Owned" equipment/systems: (a) the equipment/systems are provided "AS IS" and without

warranty; and (b) Customer is responsible to maintain such equipment/system in good working order.

3. The following "Conditions" are not covered by Warranty: (a) damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not performed by Johnson Controls, or from parts, equipment, accessories, attachments or other devices not furnished by Johnson Controls; (b) Customer's failure to properly follow operating instructions provided by Johnson Controls or OEM; (c) adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) trouble due to interruption of Internet, telecommunications, and/or electrical service; (e) battery failure; (f) devices designed to fail in protecting the equipment/system, such as, but not limited to, fuses and circuit breakers; and (g) System modifications/customization requested by Customer. If Customer calls Johnson Controls for Warranty Service and Johnson Controls' representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the Equipment/System or any component, Johnson Controls may bill Customer for the service call whether or not Johnson Controls actually works on the Equipment/System. If repairs are required due to one of the above "Conditions", Johnson Controls will charge Customer for such work on a time and materials basis at Johnson Controls' then applicable rates for labor and materials.

4. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING JOHNSON CONTROLS' NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. JOHNSON CONTROLS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY JOHNSON CONTROLS OR NEGLIGENCE OF JOHNSON CONTROLS OR OTHERWISE. Johnson Controls makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

C. System Requirements, Miscellaneous. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. 2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Johnson Controls prior to setting the alarm system for closed periods and must notify Johnson Controls promptly if such equipment fails to respond to any such test. 3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD (EXCEPT WHERE A FAMILIARIZATION PERIOD IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO JOHNSON CONTROLS' CMC (AND DURING ANY APPLICABLE EXTENSIONS), JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE JOHNSON CONTROLS' CMC FROM CUSTOMER'S PREMISES DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL JOHNSON CONTROLS RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT. 4. Special Equipment Requirements. If Customer requires installation or service of equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Johnson Controls for any applicable charges or fees. 5. Training Services. Johnson Controls provides initial training to Customer on use of the equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at Johnson Controls' then current rate. 6. Site Preparation, Intrusion and Restoration. Unless otherwise noted herein, Customer is responsible for providing: (a) any necessary electric current, (b) an outlet within 10 feet of an alarm control panel, (c) telephone connections, (d) network drops, and (e) any required conduit, wire, mold, or other raceway, (f) any required IP address assignments, and (g) additional network software licensing. The installation of the equipment/system may necessarily require cutting, boring or fastening into Customer's floors, walls and/or ceilings. Johnson Controls shall not be responsible for any expenses related to intrusion, mold, fungi, bacteria, wet/dry rot, patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the equipment/system. 7. Battery Powered Devices. Customer understands that any battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed/serviced under this Agreement require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERY ENERGY LEVEL OR CHARGE IS LOW, OR DEPLETED. It is Customer's sole responsibility to maintain and replace any batteries. Customer shall carefully read and follow the owner's manual, instructions and warnings for all such equipment and regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation. 8. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

D. Electronic Media; Personal Information; Consent to Call, Text or Email. 1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to Johnson Controls all personal information disclosed hereunder concerning individuals/employees for other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) permit Johnson Controls to collect (including consent to record telephone conversations with Johnson Controls), use, disclose and transfer such personal information; and (c) expressly authorizes Johnson Controls to use such personal information to administer the relationship and the agreement between Customer and Johnson Controls, including, but not limited to, contacting Customer personnel at the telephone numbers and/or email addresses provided: (i) using SMS, text, prerecorded messages, or automated calling devices to deliver messages to set/confirm a service/installation appointment; and/or (ii) to provide information or offers about products and services of interest to Customer. Customer acknowledges and agrees that Johnson Controls may share all such information with its parents, subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

E. Limitation of Liability. 1. Johnson Controls is not an insurer. The amounts Johnson Controls charges Customer are not insurance premiums. Such charges are based upon the value of the Services, System and Equipment provided and are unrelated to the value of Customer's property, the property of others located in Customer's premises, or any risk of loss on Customer's premises. 2. Johnson Controls' services, systems and equipment do not cause and cannot eliminate occurrences of the events they are intended to detect or avert. Johnson Controls MAKES NO WARRANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES, SYSTEM OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. Accordingly, Johnson Controls and its suppliers do not undertake any risk that Customer's person or property, or the person or property of others, may be subject to injury or loss if such an event occurs. The allocation of such risk remains with Customer, not Johnson Controls nor its suppliers. Insurance, if any, covering such risk shall be obtained by Customer. Neither of Johnson Controls nor its suppliers shall have any liability for loss, damage or injury due directly or indirectly to events, or the consequences therefrom, which the System or Services are intended to detect or avert. Customer shall look exclusively to its insurer and not to Johnson Controls or its suppliers to pay Customer in the event of any such loss, damage or injury. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from Johnson Controls and its suppliers arising as a result of paying a claim for loss, damage or injury of Customer or another person.

3. If notwithstanding the provisions of this Section E, Johnson Controls and/or one or more of its suppliers are found liable for loss, damage or injury under any legal theory due to a failure of the Services, System or Equipment in any respect, the liability of Johnson Controls and its suppliers shall be limited to a sum equal to the Annual Service Charge as agreed upon damages and not as a penalty, as Customer's sole remedy. This will be the sole remedy because it is impractical and extremely difficult to determine the actual damages, if any, which may result from Johnson Controls' or its suppliers' failure to perform any of its obligations under this Agreement. If Customer requests, Johnson Controls may assume greater liability by attaching a Rider to this Agreement stating the extent of Johnson Controls' additional liability and the additional charges Customer will pay for Johnson Controls' assumption of such greater liability. However, such additional charges are not insurance premiums and Johnson Controls is not an insurer even if it enters into such a Rider.

4. The provisions of this Section E shall apply no matter how the loss, damage or injury or other consequence occurs, even if due to Johnson Controls' or its suppliers' performance or nonperformance of their respective obligations under this Agreement or from negligence, active or otherwise, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of Johnson Controls, its suppliers, agents or employees.

If any other person, including Customer's subrogating insurer, makes any claim or files any lawsuit against Johnson Controls or its suppliers in any way relating to the Services, System or Equipment that are the subjects of this Agreement, then, to the extent permitted by law and in no way waiving its sovereign immunity, Customer shall indemnify and hold Johnson Controls and its suppliers harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees.

5. No suit or action shall be brought against Johnson Controls or its suppliers, agents, employees, subsidiaries, affiliates or parents (both direct and indirect) more than one year after the

incident that resulted in the loss, injury or damage occurred. Except as provided for herein, Johnson Controls' claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. 6. The provisions of this Section E shall apply to and benefit Johnson Controls and its agents, employees, contractors, subsidiaries, affiliates, parents (both direct and indirect), vendors, suppliers and affinity marketers. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, then that department or other organization may also invoke the provisions of this Section E against any claims due to any failure of such department or organization. Johnson Controls and its suppliers are not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. Other Charges; Remedies; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. 2. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Johnson Controls and shall give Johnson Controls, in addition to any other available remedies, the right to, without notice, (a) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Johnson Controls' obligations under or terminate this Agreement and (b) to charge interest on the amounts that remain unpaid more than thirty (30) days past the due date specified in the invoice(s) at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all costs, expenses and fees of Johnson Controls' enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees, only if Customer breaches this Agreement. Customer will not pay Johnson Controls costs if Johnson Controls breaches this Agreement. Johnson Controls' election to continue providing future Services does not, in any way, diminish Johnson Controls' right to terminate or suspend Services or exercise any or all rights or remedies under this Agreement. Johnson Controls shall not be liable for any damages, claims, expenses or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring Services or Johnson Controls otherwise performs Services at the premises following suspension, those Services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Johnson Controls' efforts to collect payment, Customer shall immediately notify Johnson Controls in writing and explain the basis of the dispute. In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Installation Charge(s) are based on Johnson Controls performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 3. In addition to any other remedies available to Johnson Controls, Johnson Controls may terminate this Agreement and discontinue any Service(s) if (a) Johnson Controls' CMC is substantially damaged by fire or catastrophe or if Johnson Controls is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Johnson Controls' CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow Johnson Controls' recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP Service; (c) Customer's failure to follow the operating instructions provided by Johnson Controls results in an undue number of false alarms or System malfunction; (d) In Johnson Controls' sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) Johnson Controls is unable to obtain or continue to support technologies, TeleCom Services, Communication Facilities, Equipment or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (f) Customer fails to make payments when due or otherwise breaches this Agreement. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" includes but is not limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Johnson Controls will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. To the extent permitted by law, and in no way waiving its sovereign immunity, Customer shall indemnify, defend, and hold Johnson Controls, its officers, directors, agents, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Johnson Controls' employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Johnson Controls.

H. Waivers. 1. Waiver of Jury Trial. CUSTOMER AND JOHNSON CONTROLS BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT. 2. Mutual SAFETY Act Waiver. Certain of Johnson Controls' systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-Terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Johnson Controls and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous. 1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. 3. FARs. Johnson Controls supplies "commercial items" within the meaning of the Federal Acquisition Regulation (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. government contract or funded directly or indirectly with Federal funds, Johnson Controls will comply only with the following mandatory flow-downs for commercial item subcontracts pertaining to Utilization of Small Business Concerns, Equal Opportunity, Affirmative Action, and Veterans Employment 52.219-8; 52.222-26; 52.222-35; 52.222-36; and 52.222-37. 4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. To the extent permitted by law, and in no way waiving its sovereign immunity, Customer shall, at its own expense, defend, indemnify and save Johnson Controls harmless from and against all third-party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Johnson Controls as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5. Insurance. Johnson Controls maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed: \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Johnson Controls will not be required to provide a waiver of subrogation in favor of any party, nor will Johnson Controls be required to designate any party as a statutory employer for any purposes. 6. Johnson Controls Brand. Without exception, Johnson Controls-branded Signage, including yard signs, window stickers and warning signs will remain the property of Johnson Controls and may be removed by Johnson Controls at any time. Customer's right to display Johnson Controls-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7. Resale. If Johnson Controls is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property. 8. COVID-19 Vaccination. Johnson Controls expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of Johnson Controls' personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to Johnson Controls' personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Johnson Controls.

J. System Software; Network Connections. 1. Any software provided with the System or in connection with the Services is proprietary to Johnson Controls and/or Johnson Controls' supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Johnson Controls and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Johnson Controls will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per Johnson Controls specifications for access control system operation. Johnson Controls shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Johnson Controls may assess additional charges, if Johnson Controls is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. 2. Open Source Software. Johnson Controls represents and warrants to the end user of the System that, to the extent the System includes any Open Source Software, the internal use and operation of the System by the end user will not create any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties, or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software" means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed or otherwise made available under any of the following

licenses: GNU General Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apache Software License, Artistic license (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCSL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

K. Force Majeure. Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Johnson Controls to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Johnson Controls, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Johnson Controls. If Johnson Controls' performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Johnson Controls shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Johnson Controls is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Johnson Controls will be entitled to extend the relevant completion date by the amount of time that Johnson Controls was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Johnson Controls' cost to perform the services, Customer is obligated to reimburse Johnson Controls for such increased costs, including, without limitation, costs incurred by Johnson Controls for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Johnson Controls in connection with the Force Majeure Event.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of Johnson Controls first being obtained. Johnson Controls shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement and shall provide Customer 30 days notice to Customer.

M. Digital Enabled Services, Software and Hosted Software Services. If Johnson Controls provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Johnson Controls' cloud-hosted software tools and applications. Customer consents to the collection, transfer and ingestion and use of such data by Johnson Controls to enable Johnson Controls to provide, maintain, protect and improve the Digital Enabled Services and its products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against loss, or guarantee a certain level of performance. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Johnson Controls software and cloud-hosted software offerings and tools ("Software") to provide, improve and enable such services. Digital Enabled Services may include, but are not limited to, (a) remote inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and system health reporting.

Implementation, deployment and Customer use of Software offered under this Agreement shall be subject to, and governed by, Johnson Controls' standard terms for such Software and Software related professional services that may be updated by Johnson Controls from time to time at <https://www.johnsoncontrols.com/learn/terms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated in this Agreement by reference. Other than the right to use the Software as set forth in the Software Terms, Johnson Controls and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. Software licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Notwithstanding any other provisions of this Agreement, unless otherwise set forth in the applicable SOW, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable SOW. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Invoices are due upon receipt unless otherwise specified on the invoice. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

N. Privacy. 1. Johnson Controls as Processor: Where Johnson Controls factually acts as Processor of Personal Data (as defined therein) on behalf of Customer, the terms at www.johnsoncontrols.com/dpa shall apply. 2. Johnson Controls as Controller: Johnson Controls will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Johnson Controls' Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Johnson Controls' Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

O. Johnson Controls License Information: AL 1498, 1499, 1500, 1501, 1502, A-0244, The Security Industry is governed by the rules and regulations of the Alabama Electronic Security Board of Licensure. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AESBL 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388 Fax: 334-264-9332 AK 125516; 1058473, 5430 Fairbanks Street, Suite 7 Anchorage, AK 99507 AR 0000199, 0030740118 Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600 AZ ROC281489, 18267-0 CA 977249; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814 CT 0106099-L5 DC ECS1327 FL EF2000890, EF20000341, EF000478 GA LVA002833, LVA205386, LVU004635 HI CT-32427 ID PWC-C-12256-A-4, RCE-33602, EC012834 IL 127001526, 128000247, 128000246, 128000243 LA 24889, F523, F489 MA 401-C, MI 3601206912, A-0352, A-0170, 3602206914, A-0638, 3602206913, A-1058, A-1199 Whitcomb Avenue Madison Heights, MI 48071; MN TS651063 MS 15024088, 19530-SC NC 846-CSA, 28510-SP-FALV, 19385-SP-FALV, 27353-SP-FALV, 19718-SP-FALV, 24191-SP-FALV, 22850-SP-FALV 101 Industrial Drive, Ste 104 Raleigh, NC 27069, (919) 788-5320 NJ 34BF00050200, P00451, 607013 NM 375283 NV 0077542, F470, F469, NY 12000327404, Licensed by NYS Dept. of State OH E16782, 50-18-1052, 50-25-1050, 50-48-1032, 50-57-1119, 53-31-1582 OK AC-87 OR CLE-322, 197010, AC-67 PA Pennsylvania Home Improvement Contractor Registration Number; PA0 10083 RI 18004, AF-09170 TN ACC1704, ACC1705, ACC1707, ACC1708, ACC1709, ACC710, ACC1711 TX B00536, 4200 Buckingham Road Ste 150, Ft. Worth, TX 76115 - Dept of Public Safety, Private Security 5805 N. Lamar Blvd, Austin 78752, ACR-1460 UT 8390557-6501 VA 11-7587, 11-7575, 11-7591, 11-7573, 11-7589, 11-7578, 2705147765 WA JOHNCS837N4, 19625 62nd Ave South, Ste C112 Kent, WA 98032 WV 050291. The foregoing list shows only those license numbers Johnson Controls Security Solutions LLC ("Johnson Controls") is required by law to include on marketing materials. A comprehensive list of licenses held by Johnson Controls is available on www.johnsoncontrols.com. California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act. ©2020 JOHNSON CONTROLS. All rights reserved.



COMMERCIAL SALES AGREEMENT

TOWN NO.
0046-KANSAS CITY,
MO

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-7HLCMEN

ADDITIONAL TERMS AND CONDITIONS

DATE: 7/5/2023

Johnson Controls Security Solutions LLC ("Johnson Controls")

Mary McCourt
11019 Strang Line Rd,
Lenexa, KS 66215
Tele. No.

City of Sedalia
d/b/a:
("Customer")
Customer Billing Information
200 S Osage Ave.
Sedalia, MO 65301
Attn:
Tele. No.

Customer Premises Served
200 S Osage Ave,
Sedalia, MO 65301
Attn: Doug Roberts
Tele. No. (660) 827-3000

Notwithstanding anything in the Agreement to the contrary, Johnson Controls and Customer agree as follows:

Terms and Conditions

Annual Service Charge – Initial Term. Johnson Controls agrees to honor the Annual Service Charge for Monitoring Services specified in this Agreement for the Initial Term of the Agreement. Thereafter, the Annual Service Charge may be increased by the increase in the Consumer Price Index for Urban Wage Earners ("CPI-W"), All Items, U.S. City Average for the prior twelve (12) month period or 5%, whichever is less.

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

CUSTOMER: _____

Presented by: _____
(Signature of Johnson Controls Sales Representative)

Accepted By: _____
(Signature of Customer's Authorized Representative)

Sales Agent: Mary McCourt
Sales Representative Registration Number (if applicable): _____

(Name Printed)

Title: _____

Date Signed: _____



RIDER FOR LYNX NETWORK DURESS AND EMERGENCY NOTIFICATION SYSTEM

THIS RIDER FOR LYNX NETWORK DURESS AND EMERGENCY NOTIFICATION SYSTEM ("Rider") dated August 2, 2023 ("Effective Date") is entered into by and between Johnson Controls Security Solutions LLC ("Johnson Controls") and City of Sedalia ("Customer"), is incorporated into and made part of the Agreement by and between Johnson Controls Security Solutions LLC and Customer (the "Agreement"). Hereinafter Johnson Controls and Customer may be referred to individually as a "party" or collectively as the "parties." As used herein, the term "Johnson Controls" shall refer to Johnson Controls Security Solutions LLC, its affiliated companies, successors, assigns, and any software developers, distributors, and or owners.

Notwithstanding anything in the Agreement to the contrary, Johnson Controls and Customer agree to the following:

- 1. Scope; Definitions.** This Rider modifies and/or clarifies the Agreement as it pertains to the LYNX NETWORK DURESS AND EMERGENCY NOTIFICATION SYSTEM and associated hardware, software, and services as described in the attached Statement of Work / Schedule of Protection which together constitute the "Lynx System" referred to in this Rider. If the above-referenced Agreement was previously cancelled, has expired, was not previously committed to writing, or is determined to have been lost or destroyed, it is understood and agreed that Johnson Controls' Standard Terms and Conditions posted at www.TycoIS.com/standardtandc are incorporated herein by reference and together with the terms of this Rider shall apply to the Lynx System. The term of the Agreement shall be extended and shall continue to apply while the Lynx System is in use by Customer or any permitted successors or assignees. Johnson Controls agrees to provide the Lynx System subject to Customer's acceptance of the terms and conditions contained herein. All terms not specifically defined in this Rider shall have the meanings ascribed to them in the Agreement. If a conflict or inconsistency exists between the terms and conditions of the Agreement and this Rider, then the terms and conditions of this Rider shall prevail, except that in no event will this Rider increase Johnson Controls' liability under the Agreement.
- 2. Customer/Locally Monitored System.** Customer acknowledges and agrees that the (a) Lynx System is a Customer/locally monitored system and Customer is solely responsible for receiving, acknowledging and responding to all signals generated by/from the Lynx System, including, but not limited to, emergency, duress and other Customer designated event signals ("Signals") and that Johnson Controls does not monitor, and will not receive or respond to such Signals; (b) Customer has decided to install and use the Lynx System for local response purposes, which may include emergency response ("Customer Intended Purpose") based solely on its own independent business judgment; (c) Johnson Controls' agreement to sell and install the Lynx System shall not constitute or be construed as constituting any express, implied, or tacit recommendation, endorsement, or approval of Customer's use of the Lynx System for the Customer Intended Purpose; (d) Customer, in purchasing the Lynx System for the Customer Intended Purpose understands that due to the very nature of events for which any local response, including emergency response, may be necessary, irrespective of any delays, involves uncertainty, risk and possible injury, disability or death for which Johnson Controls should not be held responsible or liable; and (e) Lynx System is not foolproof and may experience malfunction, non-function or other performance failures for any number of reasons, within or beyond the control of Johnson Controls. Accordingly, Customer agrees that Johnson Controls' installation of the Lynx System, the performance of or non-performance of the Lynx System, and all of the transactions, occurrences, consequences, and rights and obligations of the parties relating directly or indirectly to the Lynx System shall in all events be subject to and controlled by the Agreement.
- 3. Term; Termination.** The Lynx System will be provided during the Term of the Agreement, unless sooner terminated by either party. In addition to any other remedies available to Johnson Controls, Johnson Controls may discontinue Customer's license to use the Lynx System if (a) Johnson Controls is unable to obtain any licenses, connections or privileges required to provide the Lynx System, (b) Customer's failure to follow the operating instructions provided by Johnson Controls results in an undue number of service calls; (c) in Johnson Controls' sole opinion, the environment in which the Lynx System is provided is unstable, unsuitable, or so modified or altered after installation as to render continuation of the Lynx System impractical or impossible; (d) Johnson Controls, in its sole discretion, is unable to obtain or continue to support technologies, communication facilities, system or component parts thereof that are discontinued, become obsolete or are otherwise not available to Johnson Controls under reasonable commercial terms; or (e) Customer fails to make payments when due or otherwise breaches the Agreement. Johnson Controls will not be held to be in breach of the Agreement or otherwise be liable for any damages or subject to any penalty as a result of any such termination.
- 4. Software; Equipment; License; and Service Fees.** The term "Software" refers to the Lynx server software and web-hosted services provided in conjunction with the Lynx hardware. The Software is sublicensed to Customer on a non-exclusive basis and is subject to the terms and conditions of the End User License Agreement ("EULA") attached as **Exhibit A**. Customer's use of the LYNX NETWORK DURESS AND EMERGENCY NOTIFICATION SYSTEM constitutes Customer's acceptance of the terms of the EULA. The Equipment, License and Service Fees and the number of "Authorized Seats" purchased are shown in the Statement of Work / Schedule of Protection. Additional Authorized Seats may be added at an additional cost. Authorized Seats may not be shared, but may be reassigned within Customer's organization at Customer's discretion.
- 5. Training; Technical Support.** At the time of Lynx System installation, Johnson Controls will provide up to two hours of initial training on the use of the Lynx System to Customer's designated Administrator by telephone or web-based service. Customer may purchase additional or onsite training at Johnson Controls' then current price for such training. Level-1 technical support at no additional charge to Customer is available by telephone at 800-289-2647, Monday through Friday between the hours of 8:00 a.m. and 9:00 p.m. Eastern Time. Supplemental support (Levels 2-4) is available with the purchase of a Software Support Agreement.
- 6. Use of the Service; Warranty.** Customer, through any Authorized Seats, may use the Lynx System to configure and directly distribute informational, non-commercial, email, SMS/text, voice messages and notices to its chosen audience(s) ("Notices") using Customer's computer network(s)/server(s) and telecommunication system(s). Customer is solely responsible for obtaining and maintaining such Customer network(s)/server(s) and telecommunication system(s) as well as Internet access/connectivity, compatible networks, servers, and software needed to run the Lynx System, and for the information, material, or content transmitted in such Notices. Customer assumes full responsibility for such Notices including, but not limited to, legality, reliability, appropriateness, originality, and copyright. Johnson Controls may revoke Customer's or any Authorized Seat's access to or right to use the Lynx System if Johnson Controls finds, in its sole judgment, that Customer, or any Customer Authorized Seats, employees, agents, or assigns have breached any provision of the Agreement. The Lynx System is provided "AS IS" and without warranties of any kind either expressed or implied, to the fullest extent permissible pursuant to applicable law. Johnson Controls disclaims all warranties of merchantability or fitness for a particular purpose. Johnson Controls does not warrant that the Lynx System will be uninterrupted or error-free, that defects will be corrected, or that the website or the server that makes the Lynx System available are, or will be, free of viruses or other harmful components. Johnson Controls may make revisions, updates, and/or upgrades to the Lynx System at its sole discretion without prior notice to Customer.



RIDER FOR LYNX NETWORK DURESS AND EMERGENCY NOTIFICATION SYSTEM

7. **Data Hosting/Storage Services.** Customer understands that, in connection with Johnson Controls' provision of the Lynx System, Johnson Controls and/or its agents, suppliers, or subcontractors, may receive, transmit, record, store, and/or provide software, unencrypted data, audio, and/or images ("Data") to and from Customer's network/servers via the Internet and/or store such Transmissions in off-site third party facilities outside of the United States and such Transmissions may include information about Customer's personnel, assets and/or premises. Johnson Controls does not warrant the integrity, accuracy, confidentiality, or security of such Transmissions with regard to unauthorized use, disclosure, corruption, interception or otherwise (collectively, "Security Risks"). Customer hereby assumes and releases Johnson Controls from all Security Risks and any damages and liability associated therewith. Customer is responsible for all Internet Service Provider and telecommunication charges incurred by Customer to facilitate Transmissions to and from Johnson Controls and the Lynx System.

8. **Personal Information.** Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to Johnson Controls all personal information disclosed hereunder concerning individuals/employees/or other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) collect (including consent to record telephone conversations with Johnson Controls), use, disclose and transfer such personal information; and (c) authorizes Johnson Controls to use such personal information to administer the relationship between Customer and Johnson Controls, including the administration of the Lynx System. Customer acknowledges and agrees that Johnson Controls may share all such information with its parents, subsidiaries, affiliates, suppliers and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

9. **Limitation of Liability.** In addition to any limitation of liability in the Agreement, Customer further agrees that with regard to the Lynx System, in no event will Johnson Controls be liable for any damages or injury arising out of Customer's use of, failure to use, or inability to use the Lynx System, including but not limited to, any failure of performance, error, omission, interruption, defect, delay in operation of transmission, computer virus, line failure, data loss or corruption, or interception of any Transmission by any unauthorized person or persons. Further, Johnson Controls shall not be liable for any damages or injury, including but not limited to, special or consequential damages that result from the Customer's use of, failure to use, or the inability to use, the Lynx System even if there is negligence on the part of Johnson Controls, or Johnson Controls has been advised of the possibility of such damages, or both. The foregoing limitations or exclusions may not apply to the extent that applicable law may not allow the limitation or exclusion of liability for incidental or consequential damages. In such event, Johnson Controls' aggregate total liability to Customer for any losses, damages, or causes of action regardless of the legal theory under which such claim is brought, including Johnson Controls' negligence, will not in the aggregate be greater than the amount paid by Customer to Johnson Controls for the Lynx Systems in the preceding year at the affected location. The website through which you access the Lynx System may be linked to other websites which are not owned, controlled, or maintained by Johnson Controls. Johnson Controls is not responsible for the content of those websites. The inclusion of any link to such websites does not imply endorsement by Johnson Controls of the websites. Johnson Controls makes no representations whatsoever about any other website which you may access while using the Lynx System.

10. **Additional Equipment/Services.** If any other/additional equipment or services are requested by or provided to Customer, then such equipment and services shall be provided under a separate written agreement executed by Customer and Johnson Controls. The parties hereto mutually agree that the Agreement, of which this Rider is made a part, shall remain in full force and effect in accordance with all of the terms and conditions thereof, modified only as specifically provided in this Rider. This Rider may be signed in one or more counterparts, which taken together shall constitute the same Rider, as of the day and year first above written. The parties may scan, fax, email, image, or otherwise convert this Rider into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Rider produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

CUSTOMER: _____

By: _____ (Signature)
Authorized Representative

By: _____ (Signature)
Authorized Representative

Name Printed & Title: _____

Name Printed & Title: _____



RIDER FOR LYNX NETWORK DURESS AND EMERGENCY NOTIFICATION SYSTEM

Exhibit A
End User License Agreement

END USER LICENSE AGREEMENT

NOTICE: THIS SOFTWARE IS LICENSED TO THE USER SUBJECT TO THE TERMS AND CONDITIONS OF THE FOLLOWING LEGALLY BINDING LICENSE AGREEMENT. PLEASE READ THE AGREEMENT CAREFULLY BEFORE USING THE SOFTWARE. BY EXERCISING THIS OPTION THE USER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF THE USER DOES NOT SO AGREE THE USER SHOULD DISCONTINUE USE OF THE SOFTWARE. THE EFFECTIVE DATE OF THIS CONTRACT SHALL BE August 2, 2023.

1 OWNERSHIP AND LICENSE GRANT

1.1 Micro Technology Services, Inc. ("Licensor" or "MTSI") retains ownership of the software ("Software") including without limitation all copyright and other intellectual property rights, anywhere in the world.

1.2 The Software is defined as the Lynx server code and Lynx client code, including binary, object, source code, and scripts. 1.3 The Customer ("User") are granted a non-exclusive, revocable, license to use the software as intended, exclusively for the intended purpose, and licensees use of the software.

1.4 The Customer may make one (1) archival copy of the Software provided Customer retains all copyright, confidentiality, and proprietary notices that appear on the original.

1.5 This license is personal to the user or the user's corporation, and the user may not sell, sub-license, rent, lend or lease the Software to anyone else.

1.6 This license grants the user the right to use the software at a single campus or facility. Use outside the customer's campus or facility is prohibited unless a separate multi-site license agreement is signed.

2 FEES

2.1 In consideration of the grant of this License the customer agree to pay to the Licensor per system for goods or services placed upon the customer or the customers using the Software within 30 days of invoice.

3 SOFTWARE WARRANTY AND LIMITATION

3.1 The Licensor shall provide technical and software support services in relation to the use and operation of the Software as defined in the Service License Agreement. Such support shall include email, phone, and online help during normal business hours, any updates, patches, and changes posted by Licensor from time to time. Support is for one year from the date of purchase, and may be extended from year to year for an annual fee.

3.2 If the customer discovers a material error in the Software which substantially affects use of the Software and the customer notifies the Licensor of such error during the warranty period of 30 days from the date of purchase, the customer's sole and exclusive remedies will be to cease to use it in order for the customer to get a refund, less shipping and restocking charges, or to use an updated copy of the software which shall be subject to the terms and conditions set out herein. Customer's exclusive remedy and the entire liability of Licensor and its suppliers under this limited warranty will be, at Licensor or its service center's option, repair, replacement, or refund of the Software if reported (or, upon request, returned) to the party supplying the software to Customer. In no event does Licensor warrant that the software is error free or that Customer will be able to operate the Software without problems or interruptions.

3.3 The Software is provided AS IS. Licensor warrants that for a period of one year from the date of shipment: (i) the media on which the Software is furnished will be free of defects in materials and workmanship under normal use; and (ii) the Software substantially conforms to its published specifications. This limited warranty extends only to Customer as the original licensee.

3.4 The user recognizes that a properly installed and maintained system does not ensure or guarantee that there will be no death, personal damage and/or damage to property as a result. Micro Technology Services Inc. does not claim that the product may not be compromised and/or circumvented, or that the product will prevent any death, personal and/or bodily injury and/or damage to property resulting from burglary, robbery, fire or otherwise, or that the product will in all cases provide adequate warning or protection.

3.5 Micro Technology Services Inc. shall have no liability for any death, injury, or damage, however incurred, based on a claim that Micro Technology Services Inc. products failed to function. However, if Micro Technology Services Inc. is held liable, directly or indirectly, for any loss or damage arising under this limited warranty or otherwise, regardless of cause or origin, Micro Technology Services Inc. maximum liability will not in any case exceed the purchase price of the product, which will be fixed as liquidated damages and not as a penalty, and will be the complete and exclusive remedy against Micro Technology Services Inc.

3.6 The user acknowledges that in order for the Software to operate and perform, the Licensor's server has to be able to record and track all messages. The user agrees that, subject to providing evidence to the contrary, the records of the Licensor's server shall be deemed to be an accurate record of messages placed using the Software.

3.7 EXCEPT AS SPECIFIED IN THIS WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. IN NO EVENT WILL LICENSOR OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES

HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE EVEN IF LICENSOR OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

3.8 In no event shall Licensor or its suppliers' liability to Customer, whether in contract, tort (including negligence), or otherwise, exceed the price paid by Customer. The foregoing limitations shall apply even if the above-stated warranty fails of its essential purpose. SOME STATES DO NOT ALLOW LIMITATION OR

EXCLUSION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.

4 CONFIDENTIAL INFORMATION

4.1 All proprietary information we provide will be marked as proprietary. Such proprietary information, data, drawings, specifications, documentation, software listings, source or object code which the Licensor may have imparted and may from time to time impart to the customer relating to the Software (other than the ideas and principles which underlie the Software) and marked as such, is proprietary and confidential.

4.2 The Licensee hereby agrees that it shall use the proprietary information solely in accordance with the provisions of this Agreement and that it shall not at any time during or after expiry or termination of this Agreement, disclose the same, whether directly or indirectly, to any third party without the Licensor's prior written consent.

4.3 The user agrees that the user shall not directly or through any subsidiary, agent or third party sell, lease, license, sub-license or otherwise deal with the Software or any part or parts or variations, modifications, copies, releases, versions or enhancements thereof.



RIDER FOR LYNX NETWORK DURESS AND EMERGENCY NOTIFICATION SYSTEM

4.4 Software, including technical data, is subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Customer agrees to comply strictly with all such regulations and acknowledges that it has the responsibility to obtain licenses to export, re-export, or import Software.

5 FORCE MAJEURE

5.1 The Licensor shall be under no liability to the user in respect of anything which, apart from this provision, may constitute breach of this Agreement arising by reason of any matter outside the reasonable control of the Licensor, including but not limited to, any network outages, power interruptions, acts of God, or failures of or interruptions to any communications equipment, software, or hardware.

6 INDEMNIFICATION

6.1 To the extent allowed by law and in no way a waiver of sovereign immunity, the user shall indemnify and hold harmless MTSI, its directors, officers, employees and agents from and against any claim, action, or demands alleging that the software infringes any patent copyright or other intellectual property. The user shall indemnify and hold harmless MTSI, its directors, officers, employees and agents from and against any liabilities, losses, costs, expenses (including reasonable attorneys' fees), and damages arising out of or occurred in connection with use of the software pursuant to this agreement resulting from any negligent acts, omissions or willful misconduct by customer, customer's use of the services and any breach of the terms and conditions of this agreement by the user, including any violation of this agreement by the user or any other person using the software, including but not limited to any violation of any federal or state laws or regulations. Should any claim subject to indemnity be named against licensor or licensee, the party who made the claim is made agreed to provide the other party with prompt written notice of the claim.

7 HARDWARE WARRANTY AND GUARANTEE

7.1 MTSI warrants that its products are free from defects in material or manufacture for a period of 12 months from original date of end-user receipt. During the first year after the original date of receipt, if defective, MTSI will repair or replace the unit, with no charge to customer for parts and labor. This warranty does not apply to failure of the unit resulting from misuse, abuse, accident, and neglect or mishandling.

7.2 If hardware products should become defective within the warranty period, MTSI will elect to repair or replace it free of charge at our option, including free return transportation, provided it is delivered prepaid and insured to MTSI. Parts and/or replacement product supplied under this warranty may be new or reconditioned at MTSI's option.

7.3 The consumer's sole remedy shall be such repair or replacement as is expressly provided above, and MTSI shall in no event be liable for any incidental or consequential damages arising out of the use or inability to use this product for any purpose whatsoever. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply.

7.4 We proudly stand behind every product we sell with our 30-day return guarantee. If the customer is not completely satisfied with the product and MTSI cannot provide a solution, the customer may return any hardware within 30 days. The customer must return the product in new condition in its original packaging with its original packing slip to verify proof of delivery date. Upon receipt of the unit, MTSI will issue the customer a refund, less shipping costs and restocking fees.

8 HEADINGS

8.1 The headings of the terms and conditions herein contained are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of any of the terms and conditions of this Agreement.

9 GENERAL

9.1 This Agreement will be governed by and construed in accordance with the laws of Missouri whose courts shall have non-exclusive jurisdiction over all disputes that may arise between the parties.

9.2 The unenforceability or invalidity of any part of this Agreement will not affect the enforceability or validity of any remaining part.

9.3 The user agrees with all the terms and conditions in the SOFTWARE LICENSE AGREEMENT above.

9.4 THE WARRANTIES SET FORTH IN SECTION 3, ABOVE, ARE IN LIEU OF, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (a) ANY WARRANTY THAT THE SOFTWARE IS ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION, OR IS COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS; (b) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY; AND (c) ANY AND ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

9.5 IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date written above.



Line Item Proposal

Estimate: City of Sedalia Lynx 3.14.23

07/18/2023

Customer City of Sedalia
200 S Osage Ave,
Sedalia,MO,65301
Requested By: Doug Roberts
Prepared By: Mary McCourt

Group				
Item	Qty	Device#	Description	Total
1	1	Stratus Lynx Server ID	Stratus Lynx Server ID	\$0.00
2	1	LYNX-SM55K	LYNX,SMS PRO,5K SMS/YEAR	\$2,014.26
3	5	LYNX-N-P2-M	LYNX,NETWORK,POE,PANIC BUTTON	\$6,229.95
4	1	LYNX-DISP-3	LYNX,DISPATCHR,CUST SUPP RADIO	\$11,802.49



Line Item Proposal

Estimate: City of Sedalia Lynx 3.14.23

07/18/2023

Installation Charges

Estimated Total - Material	\$20,046.70
Estimated Total - Labor	\$0.00
Estimated Total - Other	\$0.00
Estimated Total Project Charge	\$20,046.70
*Estimated Total - Sales Tax	\$0.00
Estimated Total	\$20,046.70

Annual Service Charges

Estimated Monthly Service Charge	\$481.25
Estimated Annual Service Charge	\$5,775.00
*Estimated Annual Service Tax	\$0.00
Estimated Total	\$5,775.00

* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice.

Your Link to Duress and Mass Notification

Lynx

SYSTEMS

Stratus Lynx Hosted Duress and Mass Notification



By Micro Technology Services, Inc. Richardson, Texas

AWS Hosted Stratus Lynx Duress and Mass Notification System connections – computers and mobile phones. Windows computers can use F9-F11 keyboard duress (logged on, logged off or locked), Icons (logged on) and Popup alerts (logged on, logged off or locked). Mobile devices Icons and Push Notification. Lynx remote technical support training and assistance is included. The red panic labels are additional.



Icons can be configured for assistance or EM profiles on computers and mobile phones



Each connection to the Stratus-Lynx server requires a License seat. A connection can be used by a **computer running any of the LynxClient Software**, a LynxNet hardware device, third party integrations, **Lynx Alerts App installed on a mobile device**, or an API connection.

FEATURES

Each function can be enabled, disabled or put in a dormant mode from the LynxGuide web interface.

- LynxClient features that work when users are logged in include:

L LynxKey

M LynxMessenger

I LynxIcon

Pro features that work when the user is logged in, logged off or the computer is locked include:

K LynxKeyPro

P LynxMessengerPro

U LynxUSB

- A computer with any of the capabilities uses a yearly connection



L M I K P U

Lynx Task Tray Icons

LynxKey & LynxKeyPro

- Silent Duress Alarm
- 2-key Combination Keyboard Activation (from a PC)
- Provides Computer Location
- Discreet Alarm Sent Verification
- Monthly Employee Test
- Up to 3 key combinations

LynxKeyPro Operates when Computer is:

- Logged In
- Logged Out
- Locked



Alarm as it appears on the recipient's computer

Included with a yearly computer connection

LynxNet P2

Network PoE Panic Button



Front

The LynxNet P2 is a network panic button that does not require a computer. Power can be PoE or the supplied 12 VDC power supply. Configuration is easy with the 12 VDC power supply and a direct ethernet connection to a PC. Once configured the LynxNet P2 can operate on the power supply or the built in PoE module. The HUB (Hold Up Button) with Status LED and EOL resistor, connects with the 8 foot cord. When the button is activated, it instantly sends an alert to the LynxGuide server, allowing for any Lynx output device to be activated. The LynxNet P2 is available with a momentary switch or locking switch that requires the responding personnel to reset the switch upon arrival to the location. The monthly test enables the employees with momentary buttons to test the button monthly, building confidence and creates a report for security. Locking style require a staff member to test the button manually, so they can reset the button after the test press.

LYNX-N-P2-M

LYNX, NETWORK, POE, PANIC BUTTON

LYNX-N-P2-L

LYNX, NETWORK, POE, PANIC BUTTON, LOCKING

LynxNet Dispatcher

Radio Audible Output Device

The **LynxNet Dispatcher** allows any of the Lynx alarms to communicate to your existing radio system. Audible alerts for the Lynxguide server can be either pre-recorded wave files or Text to Speech generated wave files. The pre-recorded audible file is stored on the server and associated with an alarm. When the alarm is activated the pre-recorded audible file is sent to the LynxNet Dispatcher and played. The Text-to-Speech generated files are created when the alarm is activated, allowing for different messages to be created with dynamic data. The Text-to-Speech function only takes seconds, then the voice message is sent to the LynxNet Dispatcher and played. Audio output level is digitally adjustable. The LynxNet Dispatcher will broadcast on the one channel and frequency on a hand held radio **supplied by the customer**. More than one LynxNetDispatcher may be used to cover multiple radio frequencies and channels.
Example: security radios and maintenance radios



Front



Rear

LYNX-DISP-3

LYNX, DISPATCHER, CUST SUPP RADIO

Lynx Alerts App

Mobile Device Software

Lynx Alerts - Icons for Security and Emergency Management



- LynxIcon panels allow Lynx alarms to be activated from your mobile device
- Works anywhere in the world as long as your device is connected to a data network
- Compatible with Android, iOS, and Chromebook
- Communicate to any Lynx output visual, audible and mobile devices as push notification with the Lynx Alerts
- You can also use the Icons for pre-configured levels of lockdown to integrate with access control

Different Lynx Profiles enable employees to have only the functionality and alerts they need.

Lynx SMS Text Messaging



The LynxSMSPlan allows the Lynx system to send SMS messages to USA cell phones. The LynxGuide server's built in subscription page allows employees or students to subscribe to receive text notification. SMS credits are pre-purchased, applied to customers account and deducted when SMS messages are sent. Plans are for 12 Months.

LYNX-SMS5K LYNX,SMS PRO,5K SMS/YEAR

LynxIcon



LynxIcon: Alarm Activation Panels Notify:

- Specific Groups
- Individuals
- Organization Wide

Text and Images may be added at Activation

Multiple Messages may be Sent to Different Groups

Icons can be accessed from computer

LynxIcons



Included with a yearly computer connection



Example of LynxIcon Panel

LynxMessenger & LynxMessengerPro



LynxMessenger "Popup" alert function:

- Individuals
- Specific Groups
- Facility-wide

Popups may include:

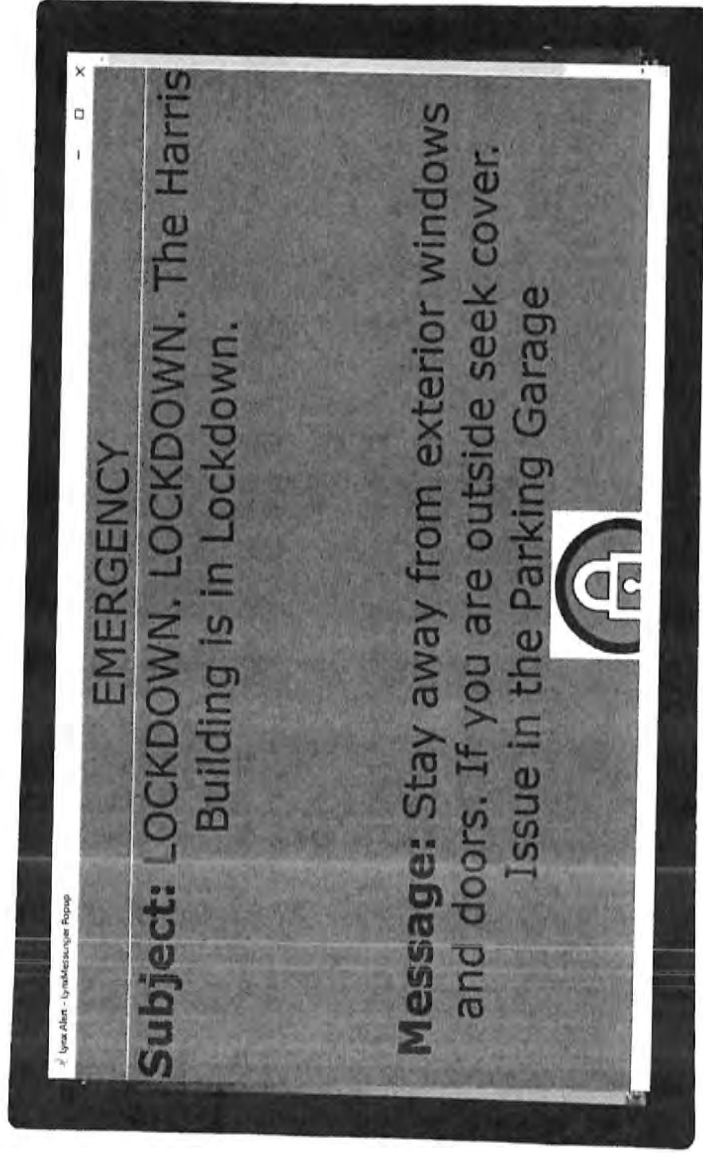
- Images (JPG, PNG, BMP and GIF)
- PDF, Excel and Word Files
- IP Video Camera Feeds

LynxMessengerPro:

- Logged In
- Logged Out
- Locked

Included with a yearly computer connection

Alarm as it appears on the recipient's computer



LynxMessenger "Popup" alert function:

- Individuals
- Specific Groups
- Facility-wide

Popups may include:

- Images (JPG, PNG, BMP ad GIF)
- PDF, Excel and Word Files
- IP Video Camera Feeds

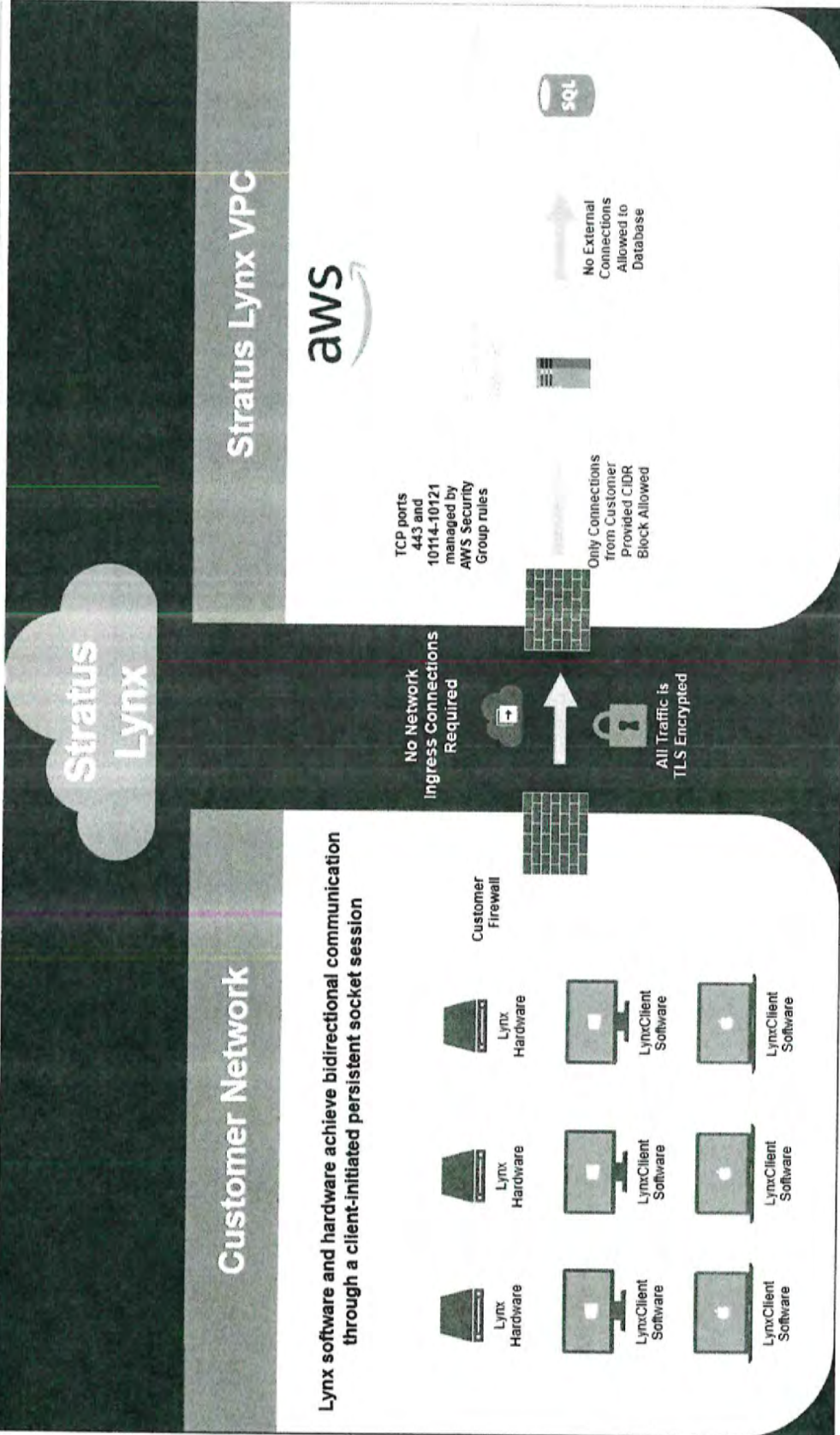
LynxMessengerPro:

- Logged In
- Logged Out
- Locked



Alarm as it appears on the recipient's computer

SaaS Solution



Quote Number RT042623SED

Account Name Sedalia, City of
Contact Name Shannon Ramey-Trull
Bill To 200 South Osage Avenue
Sedalia, MO 65301
Date 4/26/2023
Quote Expires 7/31/2023



Quantity	Product	Description	Unit Price	Total Price
1.00	CEOS50	Centurion Elite Base System-EOS50 Operating System Includes: System enclosure, processor module, power module, Elite Control, Elite Connect, Elite Notification, back-up battery & system cables.	\$15,344.40	\$15,344.40
1.00	CE3002	Centurion Elite - Wireless Sensor Receiver Module (compatible with Centurion Elite and Centurion SE systems).	\$741.60	\$741.60
36.00	CE4005	Duress Button - Single Button	\$123.60	\$4,449.60
1.00	CE4015	Signal Booster (Includes: Water-Resistant Case)	\$780.00	\$780.00
10.00	CE3010	Centurion Gateway Base Module to expand wireless range within a building (POE, Inovonics wireless to Ethernet); only applicable to the Centurion Elite system.	\$2,821.20	\$28,212.00
1.00	CE7213	Centurion Elite Radio Kits with Communication Integration - Customer supplied radio - Motorola APX4000	\$1,680.00	\$1,680.00
1.00	CE9619	Programming, Installation, & Training	\$3,500.00	\$3,500.00
1.00	S&H	Shipping & Handling	\$150.00	\$150.00
Grand Total				\$54,857.60

Accepted By

Agreement

Signing this quote as "Accepted By" comprises an order for the aforementioned products and services.

Accepted By: _____ Date: _____

Title: _____

Proposed By:

Representative Chris Bricklebank
Email brick@capitolelectronics.com
Phone (440) 488-2240

Assumptions and Notes

Account Name Sedalia, City of
Quote Number: RT042623SED



5225 Sheridan Drive
Georgetown Square
Williamsville, NY 14221

QUOTE

Quote # Q06619111
Quote Name: Shannon Ramey-Trull : Duress System
Date: Apr 3, 2023
Sales Rep:
Amy Edwards (aedwards@becintegrated.com)

Bill To: City of Sedalia
Shannon Ramey-Trull
200 S Osage Ave
Sedalia, Missouri, 65301
United States
T: 660-827-3000
srameytrull@sedalia.com

Ship To: City of Sedalia
Shannon Ramey-Trull
200 S Osage Ave
Sedalia, Missouri, 65301
United States
T: 660-827-3000






Additional Information

On Terms: Due on Receipt

Shipping:

UPS \$65.00

Questions? Please call 888-556-3998 or email us at support@becintegrated.com

	Product Details	SKU	Qty	Price	Subtotal
	WIRELESS SECURITY BUTTON STATION UNDER COUNTER / SURFACE MOUNT WNC-SB	WNC-SB	36	\$115.00	\$4,140.00
	WIRELESS EMERGENCY CALL SYSTEM REPEATER 900MHZ RF	WNC-RPSM	6	\$218.00	\$1,308.00
	ADVANCED COMPUTER CONSOLE WNC-SERVER2 FULLY PRE-PROGRAMMED	WNC-SERVER2	1	\$3,723.73	\$3,723.73
	WIRELESS NURSE CALL SYSTEM MOBILE APP LICENSE FOR ANDROID & IOS	WNC-APP	1	\$1,501.00	\$1,501.00
	AUTO VOICE DIALER TWO INPUT VOICE ALARM DIALER	K-202-DVA	1	\$295.00	\$295.00

Comments:

**Amy Edwards
(aedwards@becintegrated.com): May 5,
2023**

Hello Shannon, This system is delivered "pre-programmed" saving money on installation costs. We have no annual reoccurring costs with this system, no software upgrade changes down the road, and no mandatory annual maintenance agreements. Also, technical support on this system is always free of charge for the life of the system. This includes anyone "you" choose to install or work on this system. We really do not have limitations on the size of the area to be covered. We have used our wireless products to cover campus settings. What is important to know is the size of the area to be covered as we will place repeaters to extend the range as needed. A single repeater will give an approximate coverage area of 80 feet. I like to space the repeaters so that no transmitters, stations, or pendants are further than 80 from the closest repeater. We will take repeaters back if it is determined that fewer are needed. Installation of wireless repeaters - these repeaters do communicate wirelessly but they come with a plug-in style transformer as they do need to be powered. Some installers prefer to run a low voltage wire from the repeater back to a convenient 120V outlet location. I added 7 repeaters to cover the basement, however; if that area does not need coverage, we can remove a few repeaters from this quote. The dialer added is for outing calls to a Central Station. You would need to have an analog phone and also, a Central Monitoring Company to monitor these calls. The mobile app license comes downloaded onto the PC. You would need to supply the cell phones. Please let me know if you have any questions. Thank you, Amy Edwards 716-221-0002

Subtotal	\$10,967.73
Handling Fee + Shipping (UPS)	\$65.00
Grand Total	\$11,032.73

You may also view this quote online by logging into your web account at becintegrated.com using the email address this quote was sent to. Logging in for the first time will require a password reset.

**SHIPPING REPAIRS / ITEMS? MAKE SURE TO INCLUDE THIS FORM WHEN YOU SHIP YOUR ITEMS TO US!
(ship to the address at the top of this form)**

August 7, 2023

City Administrator Shaw,

The Human Resources Department and the Safety Committee are recommending the installation of a City-wide Security/Duress System. It was brought to our attention that the panic button system that had been in place was no longer a working system so we started to seek out other options.

We reached out to several companies that specialize in panic/duress security systems and received proposals from 3 companies. No two companies were the same in their offerings. One only provided panic buttons and the other two provided different options along with physical panic buttons.

We would like to request moving forward with Lynx proposal. What we found unique with this product is that they offer not only physical panic buttons but a computer software system that provides mass notification to all City Network Computers. This will allow an employee who believes they are in danger/duress to press 2 keys consecutively (logged on, logged off or locked) on their keyboard to set off a silent alarm that goes straight to our police department designated radio. The alarm will notify PD of the location and any other information that can be provided. We can also send out mass messaging that will display on all City computers in the event of a weather event, duress, give instructions to lockdown, stay in place, etc. The system also allows for texting capabilities. All of this can be customizable to city wide, specific individuals and/or specific groups.

Attached to this letter for reference, review and additional information:

- 1st attachment: Commercial Sales Agreement and Scope of Work for Lynx (requesting company to go with)
- 2nd attachment: Lynx Line Item Detail
- 3rd attachment: Lynx Functionality/Overview of the Product
- 4th attachment: Capitol Electronic Inc Proposal (Not recommending)
- 5th attachment: BEC Integrated Solution Proposal (Not recommending)

Sincerely,

Shannon Ramey-Trull
Human Resources Director

**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 \$15,000 above the amount authorized in the adopted annual budget for Fiscal Year 2024. An amendment to increase said budget is necessary for the following facts and reasons:

- A. Purchase of NinjaOne Help Desk and Inventory Management Software.
- B. Offset with revenue from Office of Homeland Security Grant Award through Missouri Department of Public Safety.

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 August 7, 2023

Presiding Officer of the Council

ATTEST: _____
Jason S. Myers, City Clerk

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2023-2024
REGARDING PURCHASE OF NINJAONE HELP DESK AND INVENTORY
MANAGEMENT SOFTWARE.**

**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 7th day of August 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 7th day of August 2023.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

Exhibit A
City of Sedalia
FY24 Budget Amendment 8/7/2023 IT NinjaOne Help Desk & Inventory Management Purchase

Account / Description	Current Budget	Change	Amended Budget	Comments
Revenues / Source of Funds				
10-00-432-00 Grant Revenue	-	(15,000.00)	(15,000.00)	Office of Homeland Security Grant Award through Missouri Department of Public Safety
Total Revenue Change		<u>(15,000.00)</u>		
Expenditures / Uses of Funds				
10-09-225-00 Maintenance Agreements	25,178.17	15,000.00	40,178.17	Purchase NinjaOne software for Help Desk & Inventory Management
Total Expenditure Change		<u>15,000.00</u>		
		<u>-</u>		Net increase (Decrease) in Projected Fund Balance

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN AGREEMENT FOR THE PURCHASE OF INVENTORY SUPPORT SOFTWARE.

WHEREAS, The City of Sedalia, Missouri, has received an agreement through SHI International Corp. for the purchase of NinjaOne software for Helpdesk, Hardware, and inventory support; and

WHEREAS, under the terms of the Agreement, the City of Sedalia shall pay the sum and amount of Twelve Thousand Six Hundred Thirty Six Dollars (\$12,636.00) to SHI International Corp. for NinjaOne software as more fully described in the Agreement attached to this Ordinance and incorporated by reference herein.

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

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 7th day of August, 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 7th day of August, 2023.

ATTEST:

Andrew L. Dawson, Mayor

Jason S. Myers, City Clerk



Pricing Proposal
 Quotation #: 23659456
 Created On: 7/3/2023
 Valid Until: 7/31/2023

MO-City of Sedalia

Inside Account Executive

Monte Richardson
 MO
 United States
 Phone: 660-827-3000 x 1152
 Fax:
 Email: mrichardson@cityofsedalia.com

Kevin Marin
 300 Davidson Ave, Somerset, NJ
 08876
 Phone: 7325648236
 Fax:
 Email: kevin_marin@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Ninja Pro NinjaOne - Part#: NP Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: CT170315001 Note: Year 1	225	\$28.08	\$6,318.00
2 Ninja Pro NinjaOne - Part#: NP Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: CT170315001 Note: Year 2	225	\$28.08	\$6,318.00
		Total	\$12,636.00

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
 TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

NINJAONE END USER LICENSE AGREEMENT

Last updated: May 17, 2023

THIS NINJAONE END USER LICENSE AGREEMENT (THIS “**AGREEMENT**”) IS A LEGAL AND BINDING CONTRACT BETWEEN NINJAONE, LLC (“**NINJAONE**”), ON THE ONE HAND, AND YOU, EITHER INDIVIDUALLY OR ON BEHALF OF THE LEGAL ENTITY THAT ACCEPTS THIS AGREEMENT AND ITS AFFILIATES (“**YOU**” OR “**YOUR**”), ON THE OTHER HAND. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH LEGAL ENTITY (AND ITS AFFILIATES) TO THIS AGREEMENT. YOU INDICATE YOUR ACCEPTANCE AND UNDERSTANDING OF THIS AGREEMENT THROUGH YOUR EXECUTION OF AN ORDER FORM, OR YOUR ACCESS TO OR USE OF THE SOFTWARE, AND THIS AGREEMENT BECOMES EFFECTIVE UPON THE EARLIER OF THE DATE OF YOUR FIRST EXECUTION OF AN ORDER FORM, OR THE DATE OF YOUR FIRST ACCESS TO OR USE OF THE SOFTWARE (THE “**EFFECTIVE DATE**”).

IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THEN YOU MAY NOT ACCESS, DOWNLOAD, INSTALL, OR USE THE SOFTWARE, AND, TO THE EXTENT APPLICABLE, YOU MUST UNINSTALL THE SOFTWARE FROM ALL OF YOUR DEVICES, CEASE ALL USE OF THE SOFTWARE, AND DESTROY ALL COPIES OF THE SOFTWARE AND DOCUMENTATION IN YOUR POSSESSION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, NO LICENSE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION, OR OTHERWISE) UNDER THIS AGREEMENT, AND THIS AGREEMENT EXPRESSLY EXCLUDES ANY RIGHT CONCERNING ANY SOFTWARE THAT YOU DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF NINJAONE’S SOFTWARE.

1. **Definitions.** In addition to terms defined elsewhere in this Agreement, the following terms have the meanings provided below wherever used in this Agreement:

1.1. “**Affiliate**” means an entity controlled by, under common control with, or controlling such entity, where control is denoted by having 50% or more of the voting power (or equivalent) of the applicable entity.

1.2. “**Client**” means, if You are an MSP, Your customer to whom You provide Managed Services that utilize the Software. If You are not an MSP, the term Client does not apply to You or Your use of the Software.

- 1.3. **“Documentation”** means the then-current official user documentation prepared and provided by NinjaOne to You regarding the use of the Software, as updated from time to time.
- 1.4. **“Force Majeure Event”** means an act, event, or circumstance beyond the control of NinjaOne, including, but not limited to, acts of God; systematic electrical, telecommunications, or other utility failures; third-party internet or data storage failures; technological attacks; fires, floods, storms, or other natural disasters; epidemics or pandemics; labor disputes; industrial disturbances; riots; acts or orders of government; and acts of terrorism or war.
- 1.5. **“Fees”** means the subscription and other fees set forth in any Order Form.
- 1.6. **“Managed Services”** means the remote management of the information technology infrastructure and end-user systems of another party.
- 1.7. **“Managed Services Provider”** or **“MSP”** means an individual or legal entity that provides Managed Services.
- 1.8. **“NinjaOne Marks”** means the trademarks and service marks belonging to NinjaOne, including, but not limited to, its registered and common law design marks, word marks, and combinations thereof, that NinjaOne approves for use by You.
- 1.9. **“Object Code”** means computer programming code in the form not readily perceivable by humans and suitable for machine execution without the intervening steps of interpretation or compilation.
- 1.10. **“Order Form”** means the applicable document or other method by which You procure Software licenses from NinjaOne (including any applicable changes made through a change order or other updates).
- 1.11. **“Personal Data”** means data that is defined as “personal information” or “personal data” under applicable law.
- 1.12. **“SaaS Service”** means the NinjaOne online platform service that utilizes the Software on a hosted basis.
- 1.13. **“Software”** means the Object Code versions of all the software provided by NinjaOne under this Agreement, including software accessible through the SaaS Service and software that You may need to download and install in order to utilize the SaaS Service, as well as each individual component thereof (which may include or consist of Third-Party Products); and any updates, upgrades, or enhancements thereto provided to You by NinjaOne, including, but not limited to, any support software made available via the Internet, email, or any other means. For avoidance of doubt, all references in this Agreement to Software include the SaaS Service.
- 1.14. **“Term”** means the period of time beginning on the Effective Date and ending on the expiration or termination of the subscription set forth in the Order Form (as renewed in accordance with the terms of the Order Form or otherwise by written agreement of the parties).

1.15. **“Third-Party Products”** means the open source or third-party software licensed by NinjaOne and incorporated into and/or distributed as part of the Software.

1.16. **“User”** means an individual authorized by You or Your Affiliates to use the Software and Documentation or for whom You have procured a license. If You are a legal entity, Users may only include Your employees and contractors.

1.17. **“Your Data”** means data, files, or information, including Personal Data, accessed, used, communicated, processed, stored, or submitted by You or Your Users in connection with Your or Your Users’ use of the Software.

2. **License Grants.**

2.1. **Subscription License.** If the Software is provided to You on a subscription basis, then, subject to the terms and conditions of this Agreement (including any restrictions set forth in the Order Form and the timely payment of Fees), NinjaOne grants to You, during the Term, a limited, non-exclusive, revocable, non-transferable right and license to: (i) access and use the Software through the SaaS Service; and (ii) to the extent applicable, install and use certain Software specifically provided by NinjaOne for such use. If You are an MSP, You agree that the Software will be used solely in furtherance of Your provision of Managed Services to Clients and not for any other purpose or by any unauthorized third party. If required by NinjaOne in its sole discretion, Your Client(s) shall accept the terms of an end user license agreement for the Software. Subject to the terms and conditions of this Agreement, Your Affiliates may use the license granted hereunder on the condition that You are responsible for Your Affiliates’ and Your Affiliates’ Users’ compliance with this Agreement and their actions and/or omissions.

2.2. **Proprietary Rights.** The Software is licensed to You, not sold. All worldwide ownership of, and all rights, title, and interest in and to the Software, and all copies and portions thereof, including, but not limited to, all copyrights, patent rights, trademark rights, trade secret rights, inventions, and other proprietary rights therein and thereto, are and shall remain exclusively in NinjaOne or its licensors. The only rights You acquire under this Agreement are those which are expressly stated in this Agreement.

2.3. **NinjaOne Marks.** If You are an MSP, then, subject to the terms and conditions of this Agreement (including any restrictions set forth in the Order Form and the timely payment of Fees), NinjaOne grants You, during the Term, a limited, revocable, non-exclusive, non-transferable, and non-sublicensable license to use the NinjaOne Marks solely to market and advertise to current or prospective Clients that You utilize the Software in the Managed Services. Your use of the NinjaOne Marks is subject to NinjaOne’s prior and continued approval. NinjaOne is the sole and exclusive owner of the NinjaOne Marks, and Your use thereof shall inure to the benefit of NinjaOne and shall not create any right, title, or interest in the NinjaOne Marks for Your benefit. You agree that You will not challenge the validity of or NinjaOne’s ownership in the NinjaOne Marks, and that You will not adopt or attempt to register any trademark that is confusingly similar to any of the NinjaOne Marks.

2.4. **NinjaOne APIs.** To the extent that You use any NinjaOne API, such use is governed by the NinjaOne API License Agreement, which is hereby incorporated by reference.

3. **License Restrictions.**

3.1. **Restrictions.** Except as expressly permitted in Section 2, You and the Users or Clients shall not: (i) modify, translate, reverse engineer, decompile, disassemble, make derivative works of, or otherwise derive source code from the Software or Documentation, in whole or in part (or, in any instance where the law permits such action, You agree to provide NinjaOne at least 90 days' advance written notice of Your belief that such action is permitted and warranted and to provide NinjaOne with a reasonable opportunity to evaluate whether the law requires such action); (ii) create, develop, license, install, use, or deploy any software or services to circumvent, enable, modify, or provide access, permissions, or rights which violate the technical restrictions of the Software; (iii) use the Software for development or any other non-intended purpose; (iv) sell, resell, rent, lease, or otherwise distribute the Software or Documentation, in whole or in part; (v) assign, sublicense, rent, or otherwise transfer Your access and use rights to the Software under this Agreement without the prior written approval of NinjaOne; (vi) copy, reproduce, republish, upload, post, or transmit the Software or Documentation; or (vii) use the Software if You are a competitor of NinjaOne or for purposes of monitoring the Software's performance, functionality, or availability or for any other benchmarking or competitive purposes.

In addition, You and the Users or Clients shall not use the Software to: (i) defame, abuse, harass, threaten, or otherwise violate the legal rights of others (such as rights of privacy and publicity); (ii) conduct or forward illegal contests, pyramid schemes, chain letters, unsolicited or unauthorized advertising, promotional materials, multi-level marketing campaigns, or emails; (iii) publish, post, distribute, disseminate, or link to any: (a) defamatory, infringing, or unlawful topic, name, material, or information; or (b) software or other material protected by intellectual property laws, copyright licenses, rights of privacy or publicity, or other proprietary rights, unless You own or control such rights or You have received all necessary consents for Your use of such software and other materials; (iv) harvest usernames or email addresses for any purpose; (v) restrict or inhibit any other individual from using and enjoying his/her rights with respect to the Software, services, or website; (vi) interfere with or disrupt the Software, services, website, or networks; or (vii) violate any applicable laws or regulations.

3.2. **Usage Limits.** The Software shall not be installed or used on a number of devices greater than that specified in the Order Form. NinjaOne may monitor Your usage of the Software (including that of the Users or Clients) to ensure that it complies with such usage limits. If the usage limits are exceeded, You shall pay additional fees for the excess usage at the rate(s) set forth, or as otherwise described, in the Order Form. This remains true even if the excess usage results from unauthorized use of the Software

4. **Your Obligations.** You acknowledge, agree, and warrant that:

4.1. **Authority.** You have the full power and authority to enter into this Agreement and carry out the obligations hereunder.

4.2. **Compliance.** You are solely responsible for Your and the Users' or Clients' compliance with this Agreement and all laws and regulations applicable to the use of the Software. If You become aware of any noncompliance with the foregoing by Yourself, any Users or Clients, You shall immediately report the noncompliance to NinjaOne and cure and remedy the noncompliance to the extent feasible.

4.3. **Credentials.** You are solely responsible for the safekeeping and confidentiality of Your and the Users' or Clients' usernames and passwords. If You become aware of any breach of confidentiality thereof, You shall immediately cure and remedy the breach and report to NinjaOne any adverse effects or results of the breach.

4.4. **Activities.** You are solely responsible for Your and the Users' or Clients' activities in or as a result of using the Software, including, but not limited to: (i) any misuse of the Software; (ii) the information, data, and content entered into the Software or otherwise made available to NinjaOne; (iii) the information, data, and content accessed through the Software or otherwise made available to NinjaOne, its effects, any actions taken in response thereto, and any interpretations thereof; and (iv) the accuracy, quality, integrity, legality, reliability, appropriateness, and copyright of all information, data, and content that You, the Users or Clients allow the Software to access or otherwise make available to NinjaOne. You will provide any notices and obtain any consents that may be legally required for NinjaOne to engage in the activities contemplated by this Agreement.

4.5. **Equipment and Ancillary Services.** You are solely responsible for acquiring and maintaining any equipment or ancillary services needed to connect to, access, or otherwise use the Software, including, but not limited to, modems, hardware, software, and internet service, and for ensuring that such equipment and ancillary services are compatible with the Software.

4.6. **Export Control Laws.** The Software, Documentation, and any related technical data, and products utilizing the Software, Documentation, or such technical data (collectively, "Controlled Technology") are subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations. You shall not, and shall not permit any third parties to, export, re-export, or release, directly or indirectly, any Controlled Technology to a jurisdiction or country to which the export, re-export, or release of any Controlled Technology is prohibited by applicable federal law, regulation, or rule. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval) prior to exporting or re-exporting any Controlled Technology. You shall provide prior written notice of the need to comply with such laws and regulations to any person, firm, or entity which You have reason to believe is obtaining any such Controlled Technology from You with the intent to export. Any breach by You of this Subsection 4.6 shall be deemed a material, incurable breach of this Agreement.

4.7. **Anti-Corruption; OFAC.** You acknowledge and agree that You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an

employee or agent of NinjaOne in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify NinjaOne. You represent and warrant to NinjaOne that none of (a) You, (b) each person or entity owning an interest in You (as applicable), nor (c) the Users are (x) currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, U.S. Department of the Treasury ("OFAC"), nor on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or, regulation, or (y) a person or entity with whom a citizen of the U.S. is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of U.S. law, regulation, or Executive Order of the President of the United States.

4.8. **Liability Disclaimer.** NINJAONE (INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES, AND SUCCESSORS) SHALL NOT BE LIABLE IN ANY MANNER FOR ANY DAMAGES RESULTING FROM YOUR FAILURE TO FULFILL THE FOREGOING RESPONSIBILITIES UNDER THIS SECTION 4, INCLUDING, BUT NOT LIMITED TO, DAMAGES RESULTING FROM ANY MISUSE OF THE SOFTWARE OR ANY DELETION, DESTRUCTION, LOSS, OR UNAUTHORIZED ACCESS TO THE DATA STORED THEREIN.

5. **Data Use and Protection.**

5.1 **Your Data.** NinjaOne acknowledges and agrees that, as between NinjaOne and You, You own all right, title, and interest in and to Your Data. You grant to NinjaOne a non-exclusive, royalty-free, worldwide license to (i) use, reproduce, store, process, and display Your Data and perform all acts with respect to Your Data, but only to the extent necessary for NinjaOne to (a) develop, improve, support, and provide the Software to You, (b) compile statistical and performance information for NinjaOne's internal business purposes, and (c) comply with its obligations under this Agreement, the DPA, or applicable law, including, but not limited to GDPR, HIPAA, etc., and (ii) anonymize, summarize, de-identify, and/or aggregate Your Data, so that no individual is identified or identifiable ("**Aggregate Data**") in order to track general industry trends; develop and publish white papers, reports, and summaries; improve the Software; and for any lawful purpose related to NinjaOne's legitimate business interests. For clarity, Aggregate Data SHALL NOT include personally identifiable information or information that can identify any individual. NinjaOne retains all intellectual property rights to the Aggregate Data.

5.2 **Protection of Your Data.** NinjaOne shall comply with its obligations under applicable data protection laws and shall maintain appropriate administrative, physical, technical, and organizational measures that ensure an appropriate level of security for Your Data. You acknowledge and agree that any Personal Data contained in Your Data is voluntarily provided by You solely based on how You choose to use the Software and/or manage devices on which the Software is deployed. To the extent that Your Data contains Personal Data, and You have executed the Data Processing Agreement ("**DPA**") as instructed here, NinjaOne will process such Personal Data in accordance with the DPA. Upon execution by both parties and NinjaOne's receipt of the executed DPA, the DPA shall be incorporated by reference into this Agreement.

You are responsible for ensuring that the security of the Software is appropriate for Your intended use.

5.3 **Representations, Warranties, and Covenants Concerning Use.** You acknowledge and agree that You will not input, store, or upload into the SaaS Service environment any data whatsoever that is subject to laws or regulations that require heightened or specific security measures, including, but not limited to, International Traffic in Arms Regulations (ITAR), Export Administration Regulations (EAR), or the Digital Millennium Copyright Act (DMCA).

6. **Third-Party Products.** You acknowledge and understand that Third-Party Products are embedded or incorporated in, or distributed with, the Software and may be governed by their own license terms (collectively, "**Third-Party License**"). A list of the Third-Party Products, as well as links to each of their respective Third-Party Licenses, may be found [here](#). Nothing in this Agreement limits Your, the Users' or Clients' rights under, nor grants You, the Users or Clients any rights that supersede, the terms of any applicable Third-Party License (including, but not limited to, those concerning proprietary rights to the Third-Party Products). If You, any User or Client do(es) not agree to the Third-Party License terms, then You, such User or Client shall not use the Software, respectively.

To the extent the provisions of a Third-Party License applicable to an open source component of the Software prohibit any of the restrictions in this Agreement with respect to such open source component, such restrictions will not apply to the open source component affected by such prohibition. To the extent that the provisions of the Third-Party License applicable to open source components of the Software require NinjaOne to make an offer to provide source code or related information in connection with such open source components, such offer is hereby made.

7. **Fees and Payment.** Fees shall be due and payable as set forth on the Order Form and as otherwise required under this Agreement. Failure to pay Fees on time may result in the termination of this Agreement and/or the suspension of Your and the Users' or Clients' access to and use of the Software as described in Section 8. In addition, for any past due amount, NinjaOne may charge interest at 1.0% per month or the maximum rate allowed by applicable law, whichever is lower. Except as expressly set forth herein or in the Order Form, all Fees paid or payable are non-cancellable and non-refundable to the maximum extent permitted by law.

7.1 **Disputed Fees.** If You believe that any invoice for Fees is in error, You must notify NinjaOne in writing of such error within 25 days of Your receipt of such invoice. Failure to provide such notice shall constitute Your waiver of Your right to dispute the invoice. If appropriate, NinjaOne shall rectify the error by reducing the amount of the next invoice following the parties' resolution of such error, or by any other means agreed between the parties.

7.2 **Taxes.** All Fees are exclusive of taxes. You are responsible for paying all taxes. As used in this Subsection, "taxes" include any sales, use, or other similar taxes (other than taxes on NinjaOne's income), as well as any export and import fees, customs duties, or similar charges applicable to the transactions contemplated by this Agreement that are imposed by a government or other authority.

7.3 **Fee Changes.** NinjaOne may change Fees for the Software from time to time, in its sole discretion. Any Fee changes will be effective upon the commencement of Your next renewal term, provided that NinjaOne shall provide You with reasonable notice of any such Fee change prior to the expiration of the then-current term. Notice under this Subsection 7.3 may be given to any of Your personnel who regularly interact with NinjaOne in relation to the Software.

8. **Term and Termination.**

8.1 **Term.** The term of this Agreement (including the access and licenses granted herein) shall begin on the Effective Date and shall expire upon the expiration or termination of the subscription set forth in the Order Form (as renewed in accordance with the terms of the Order Form or otherwise by written agreement of the parties). This Agreement may be terminated prior to the expiration or termination of the subscription only in accordance with this Section 8. The termination of this Agreement shall operate to immediately terminate the subscription set forth in the Order Form (if not already expired).

8.2 **Termination for Convenience.** Unless a shorter or longer notice period is set forth on the Order Form, either party may terminate this Agreement with 60 days' prior written notice to the other party. The termination shall take effect upon the expiration of the term that is in effect on the last day of the notice period. You shall send such notices to success@ninjarmm.com. Any Fees due and payable under the Order Form during the notice period shall remain so due and payable.

8.3 **Termination or Suspension for Cause.** NinjaOne may suspend access to the SaaS Service or terminate this Agreement with 30 days' written notice to You if You, the Users or Clients breach this Agreement, unless the breach is cured within the 30-day notice period. Notwithstanding the foregoing, if You fail to pay any amount due under this Agreement on the due date and remain in default for more than 10 days after NinjaOne gives written notice to You to make payment, NinjaOne may immediately suspend access to the SaaS Service or terminate this Agreement. In addition, NinjaOne may terminate this Agreement immediately if (i) You, the Users or Clients breach this Agreement, and the breach is egregious, uncurable, and/or would damage the Software or NinjaOne's reputation; or (ii) if You become insolvent or if bankruptcy or receivership proceedings are initiated by or against You. NinjaOne's decision to suspend access to the SaaS Service is without prejudice to its right to terminate this Agreement for the same cause(s) underlying the suspension.

8.4 **Effects of Termination.**

8.4.1 **License and Access Ends.** Upon the expiration of the Term or termination of this Agreement for any reason, all rights granted to You under this Agreement shall cease and You and the Users or Clients shall immediately (i) cease using the Software (if not already done); and (ii) destroy all copies of the Software and Documentation in Your and their possession; or (iii) if instructed by NinjaOne, return all copies of the Software and Documentation in Your and their possession to NinjaOne. If You and the Users or Clients do not immediately cease using the Software in accordance with this Subsection 8.4, NinjaOne may immediately terminate Your and the Users' or Clients' access to and use of the Software without notice.

8.4.2 Payments. Upon the expiration of the Term or termination of this Agreement, all amounts owing by You to NinjaOne shall become immediately due and payable, and You shall immediately pay all such amounts to NinjaOne. If this Agreement is terminated via NinjaOne's right to terminate under Subsection 8.3, NinjaOne shall, in addition to any other rights under this Agreement or otherwise, be entitled to collect from You all of the Fees that remain payable under this Agreement for the entire Term.

8.5 Survival. Any provision of this Agreement that by its nature is intended to survive the expiration or termination of this Agreement shall so survive. These include, but are not limited to, the provisions of Section 6 (Third-Party Products), Section 7 (Fees and Payment), Section 10 (Limitation of Liability), Section 11 (Indemnification), and 13 (General).

9. Warranties.

9.1 Limited Warranty. NinjaOne warrants that it can enter into this Agreement and that it has the right to grant the Software licenses as set forth herein. NinjaOne also warrants that the Software will operate substantially in accordance with the specifications set forth in the Documentation, under ordinary operating circumstances, for a period of 30 days following the Effective Date. If You notify NinjaOne in writing of a breach of this warranty during the period set forth above, then (i) NinjaOne will correct, repair, or replace the Software within a reasonable time; or (ii) if NinjaOne determines that such correction, repair, or replacement is not feasible, You may terminate this Agreement on written notice to NinjaOne, and You will be entitled to a refund any pre-paid Fees for such non-compliant Software. The foregoing options constitute NinjaOne's entire liability and Your sole remedy in the event of a breach of the foregoing warranties. The foregoing warranties do not apply to Third-Party Products or to SDKs/APIs. Further, the warranties set forth in this Subsection 9.1 do not apply if (i) the Software has not been used in accordance with the terms and conditions of this Agreement, the Documentation, or applicable laws; (ii) the Software has been used for a purpose or application for which it was not intended; (iii) the breach is a result of any act or omission by You or any third party (including, but not limited to, alteration, abuse, or damage) or by the use of any materials supplied by You or any third party; (iv) the breach has been caused by Your failure to apply updates or upgrades, or to comply with any recommendation or instruction of NinjaOne; or (v) the breach results from any cause outside of NinjaOne's reasonable control.

9.2 Warranty Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SOFTWARE, DOCUMENTATION, SAAS SERVICE, AND NINJAONE MARKS ARE PROVIDED AND LICENSED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AND NINJAONE HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE. YOU EXPRESSLY ACKNOWLEDGE THAT THE SOFTWARE, DOCUMENTATION, AND SAAS SERVICE MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. NO EMPLOYEE, CONTRACTOR, AGENT, AFFILIATE, REPRESENTATIVE, RESELLER, DEALER, OR DISTRIBUTOR OF NINJAONE IS AUTHORIZED TO MODIFY THESE WARRANTY

TERMS OR TO MAKE ANY ADDITIONAL WARRANTIES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

10. Limitation of Liability.

10.1 No Special Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL NINJAONE (INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES, AND SUCCESSORS) BE LIABLE TO YOU, THE USERS OR CLIENTS FOR ANY SPECIAL, INDIRECT, NON-COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, STATUTORY, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE RELATED TO LOSS OR PRIVACY OF DATA OR PROGRAMS, BUSINESS INTERRUPTIONS, OR LOST PROFITS OR REVENUE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTE, OR OTHERWISE, EVEN IF NINJAONE IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OF THE FOREGOING DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

10.2 Damages Cap. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL NINJAONE (INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES, AND SUCCESSORS) BE LIABLE TO YOU, THE USERS OR CLIENTS IN RELATION TO THE SOFTWARE, DOCUMENTATION, SAAS SERVICE, OR THIS AGREEMENT IN AN AGGREGATE AMOUNT GREATER THAN (i) THE AMOUNT OF FEES PAID OR PAYABLE BY YOU UNDER THE ORDER FORM DURING THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR (ii) \$5,000, WHICHEVER IS GREATER. THE PARTIES ACKNOWLEDGE AND AGREE THAT THEY HAVE FULLY CONSIDERED THE FOREGOING ALLOCATION OF RISK AND FIND IT REASONABLE, AND THAT THE FOREGOING LIMITATIONS ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

11. Indemnification.

11.1 Indemnification by You. You shall indemnify, defend (through use of counsel acceptable to NinjaOne), and hold harmless NinjaOne (including its directors, officers, employees, contractors, agents, Affiliates, and successors) from and against any and all claims, demands, losses, liabilities, and costs (including, but not limited to, reasonable attorney's fees and costs) arising from Your or the Users' or Clients' (i) breach of this Agreement or violation of applicable law; (ii) installation, use, or misuse of, or failure to prevent unauthorized access to, the Software or the data stored therein; (iii) infringement of third-party intellectual property rights (except to the extent directly resulting from the use of the Software by You, the Users or Clients) or violation of third-party privacy rights; and (iv) willful misconduct or fraud.

11.2 **Indemnification by NinjaOne.** NinjaOne shall indemnify, defend, and hold You harmless from and against any and all third-party claims, demands, losses, liabilities, and costs (including, but not limited to, reasonable attorney's fees and costs) arising from NinjaOne's infringement of third-party intellectual property rights directly resulting from the use of the Software by You, the Users or Clients. This Subsection 11.2 states NinjaOne's entire liability (and shall be Your sole and exclusive remedy) with respect to infringement claims.

The foregoing obligations do not apply (i) with respect to Software or components thereof which have been (a) supplied other than by NinjaOne (including Third-Party Products), (b) modified in whole or in part in accordance to Your specifications, (c) modified by You, the Users or Clients after delivery by NinjaOne, or (d) combined with other products, processes, or materials where the alleged infringement relates to such combination; (ii) where You continue the allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement; or (iii) where the use of the Software by You, the Users or Clients is not strictly in accordance with this Agreement or the Documentation.

11.3 **Indemnification Procedure.** The obligations in Sections 11.1 and 11.2 are subject to the indemnifying party being promptly notified of any and all threats, claims, and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over the defense and all negotiations for a settlement or compromise.

12. **U.S. Government Use.** If You are an agency or instrumentality of the United States Federal Government ("USG") or if You are or a prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement, or other activity with the USG and acquiring a license to use the Software on behalf of the USG, You agree that the Software and Documentation are "commercial items," as defined in the Federal Acquisition Regulation ("FAR") (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212. Consistent with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software) and Defense Federal Acquisition Regulation Supplement ("DFAR") 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which this Agreement may be incorporated, You will acquire the Software and Documentation with only those rights set forth in this Agreement. Any license provisions that are inconsistent with federal procurement regulations are not enforceable against the USG.

13. **General.**

13.1 **Feedback.** Any suggestions, feedback, or proposed modifications to the Software (in any form) provided by You to NinjaOne may be freely used by NinjaOne without limitation, and any modifications to the Software resulting from such suggestions, feedback, or proposed modifications shall be exclusively owned by NinjaOne.

13.2 **Monitoring.** The Software is equipped with a feedback mechanism, technological copy protection, or other security features designed to prevent unauthorized use of the Software and to provide NinjaOne with data relating to Your and the Users' or Clients' use of the Software. NinjaOne may use this data only for internal business purposes, and NinjaOne shall

not share or disclose this data with any third parties, unless required by law or legal process. You and the Users or Clients shall not, and shall not attempt to, remove, disable, circumvent, or otherwise create or implement any workaround to, any such copy protection or security features.

13.3 **Set Off.** NinjaOne may set off any payment due to You, whether under this Agreement or otherwise, against any claim that NinjaOne has against You, whether under this Agreement or otherwise.

13.4 **Agreement Updates.** NinjaOne may update this Agreement from time to time. NinjaOne will post the updated version on its website or otherwise provide You notice thereof. If You do not agree to the updated terms, You shall notify NinjaOne in writing within 30 days following the update, and You shall have the opportunity to terminate the Agreement and receive a refund of any pre-paid Fees for the unused portion of the subscription set forth the Order Form at the time of the termination. Your failure to provide such notice, and/or Your continued use of the Software for more than 30 days following the update, shall constitute Your acceptance of any updated terms.

13.5 **Conflicts.** To the extent that any term of this Agreement conflicts with that of an Order Form, the Order Form shall control and govern the rights and obligations of the parties.

13.6 **Governing Law; Jurisdiction.** This Agreement shall be construed and governed in accordance with the laws of the State of Texas, without regard to the choice or conflicts of law provisions of any jurisdiction. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments shall not apply to this Agreement. Any dispute, action, claim, or cause of action arising out of or in connection with this Agreement or the Software shall be subject to the exclusive jurisdiction of the state and federal courts located in Travis County, Texas, and the parties irrevocably submit to the personal jurisdiction of such courts.

13.7 **Force Majeure.** The failure of NinjaOne to comply with any provision of this Agreement due to a Force Majeure Event shall not be considered a breach of this Agreement.

13.8 **Remedies.** Each party acknowledges that a breach of this Agreement by the other party (and, where applicable, Users or Clients) may cause irreparable harm to the non-breaching party for which monetary damages are an insufficient remedy, and that the non-breaching party shall have the right to seek and recover equitable relief, including, but not limited to, an injunction or decree for specific performance, without the requirement of posting bond or proving damages. The non-breaching party's exercise of this right shall not waive its right to assert any other legal right or obtain any other remedy permitted under this Agreement or by applicable law. Each party's remedies set forth in this Agreement are cumulative and are in addition to, and not in lieu of, all other remedies each party may have at law or in equity, whether under this Agreement or otherwise.

13.9 **Attorney's Fees.** In the event of litigation between the parties concerning this Agreement or the Software, the prevailing party in the litigation shall be entitled to recover its reasonable attorney's fees and costs from the other party.

13.10 **Notice.** Except as otherwise provided in this Agreement or the Order Form, any notice or report required to be given under this Agreement shall be given as follows:

If to You, by email to the "Buyer Email" or "Licensee Email" address listed on the Order Form.

If to NinjaOne, by email to EULA@ninjaone.com.

13.11 **Severability.** If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms.

13.12 **Waiver.** The delay or failure of either party to exercise any right provided in this Agreement shall not be deemed a waiver of that right. No waiver of any breach of this Agreement shall be a waiver of any other breach, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

13.13 **Promotions.** By executing this Agreement, You give NinjaOne permission to contact, and use information about, You for the purposes of promoting goods and services to You. In addition, unless You give written notice of Your revocation of the following permission to NinjaOne, by executing this Agreement, You give permission for NinjaOne to publish Your name and logo in lists of customers, for publicity and promotional purposes.

13.14 **Entire Agreement.** This Agreement, together with the Order Form(s), embraces the full, complete understanding of the parties as to the subject matter hereof. All prior or contemporaneous representations, understandings, and agreements between the parties regarding the subject matter hereof, whether written or oral, expressed or implied, are superseded by this Agreement and shall be of no effect.

13.15 **Assignment.** You may not assign any of Your rights under this Agreement without the prior written consent of NinjaOne. Any purported assignment or delegation in violation of this Subsection 13.15 shall be null and void. An amalgamation, merger, change in control, re-organization, or other similar transaction by You (including, but not limited to, an asset sale, stock sale, reverse merger, or reverse triangular merger) shall require NinjaOne's consent pursuant to this Subsection 13.15. Furthermore, for the purposes of this Agreement, (i) the acquisition of an equity interest in You of greater than 50 percent by any third party, or (ii) the acquisition of an equity interest by You of greater than 50 percent of any third party, shall be considered an "assignment." NinjaOne may assign this Agreement to any third party that succeeds to NinjaOne's interests in the Software and assumes the obligations of NinjaOne hereunder, and NinjaOne may assign its right to payment hereunder or grant a security interest in this Agreement or such payment right to any third party.

13.16 **No Third-Party Beneficiary.** Except as otherwise expressly provided herein, no third party is or shall be a beneficiary of this Agreement, and no third party (including, but not limited to, a Client or Affiliate) shall have the right to enforce this Agreement.

13.17 Electronic Transaction; Electronic Communications. The parties agree that this Agreement may be formed, executed, and/or delivered by electronic means, including the use of electronic signatures and/or electronic agents. NinjaOne shall be entitled to communicate with You via email or other electronic communications. You consent to these communications and others regarding the Software, new product releases, upgrades, and other information that NinjaOne believes may be relevant to use of the Software.

14. Special Terms for Certain Products.

14.1 Documentation Data Importation. The following terms apply only to the extent that You import documentation data from a third-party provider to NinjaOne. In order to complete such importation, You must use the CSV form accessible on the NinjaOne platform for such purposes. You are solely responsible for the complete and accurate entry and saving of all documentation data in(to) the CSV form, including any errors or omissions. You represent and warrant as follows: (i) the documentation data is rightfully owned, in whole, by You, and You have unconditional authority to import the documentation data to NinjaOne; and/or the documentation data is rightfully owned, at least in part, by the individuals or entities who (or whose devices) are the subjects of the documentation data, and You have received all necessary consents from such individuals or entities to import the documentation data to NinjaOne; (ii) to the extent that You use a copy-and-paste function to enter the documentation data into the CSV form, or You enter the documentation data into the CSV form such that the manner in which the documentation data was compiled, organized, or presented by the third-party provider is maintained, You have the right to import the documentation data to NinjaOne in such manner; and (iii) importing the documentation data to NinjaOne will not cause You to be in breach of any contract or other agreement with any third party or of any third party's intellectual property or privacy rights. Notwithstanding anything to the contrary in this Agreement, and without limiting NinjaOne's other rights or Your other obligations under this Agreement, You shall indemnify, defend (through use of counsel acceptable to NinjaOne), and hold harmless NinjaOne (including its directors, officers, employees, contractors, agents, Affiliates, and successors) from and against any and all claims, demands, losses, liabilities, and costs (including, but not limited to, reasonable attorney's fees and costs) arising from Your importation of documentation data to NinjaOne.

City of Sedalia
Information Technology Services
200 S. Osage, Sedalia, MO 65301

To: Kelvin Shaw, C.P.A., City Administrator

From: Monte Richardson MWR

Date: 06/26/23

Re: Helpdesk, Hardware, Software inventory support software

Sir:

The IT department has used free inventory and helpdesk platform called Spiceworks for over 15 years. It has been a key tool for keeping track of hardware and software assets as well as documenting requests for support. Over time the platform has fallen into an unmaintained state as the company shifted to a more limited cloud based platform. The City's number of assets and network complexity has also exceeded the capabilities of Spiceworks which was designed for a smaller enterprise. For the last few years I have known that our existing helpdesk and IT inventory software was lagging behind industry standards and technology. As of January 2022 our platform finally went end of life. There hadn't been any significant updates or improvements in quite some time. In recent years periodic inventory and health scans have been error prone and inaccurate. The helpdesk website is not editable, is insecure and lacks modern functionality. The shortcomings and inefficiencies of the platform make it difficult to perform daily maintenance and documentation tasks. The lack of a dependable end user helpdesk interface hinders positive "customer" experience, efficient tracking and resolution of end user requests for help and the ability to measure end user satisfaction.

In the fall of 2022 I was made aware of a grant opportunity through the Missouri Department of Homeland Security. This particular grant seeks to fund local opportunities to "strengthen local cybersecurity preparedness by focusing on cybersecurity measures to help manage local risk, and enhance Missouri's cybersecurity posture. These projects must close gaps and strengthen capabilities identified in an agencies' National Cybersecurity Review (NCSR) or other cybersecurity risk assessment." I have participated in the NCSR for three years. Our most current survey scored an average of 1.47 on a 7 point scale. One thing needed achieve benchmarks that would improve our score is an effective system of inventory of hardware and software and accompanying policies and procedures regarding hardware and software use and management. This was one of the key drivers for me to apply this the grant funding for this software purchase.

In December 2022 the City was awarded a \$15,000 grant through the FY 2022 State Homeland Security Program - Enhancing Cybersecurity Local Preparedness program to purchase inventory and helpdesk technology. I used the information from the City's NCSR 2022 survey results to identify and justify the need for funding in identified needs. The NCSR survey is based on the National Institute of Standards & Technology (NIST) Cybersecurity Framework. Our survey identified several needs that will be outlined in a separate memo later. In part those results showed a need for:

1. Establish and Maintain a Detailed Enterprise Asset Inventory
2. Establish and Maintain a Detailed Enterprise Software Inventory
3. Ensure Authorized Software is Currently Supported
4. Address Unauthorized Assets in the environment
5. Address Unauthorized Software in the environment
6. Securely Manage Enterprise Assets

I have reviewed several different platforms and evaluated two different platforms for helpdesk/inventory processes. Most IT management systems are either monolithic on-premise systems, cloud based systems, or a hybrid of both. On-Premises systems include a server and various client programs that need to be installed on the local computer/server. They are usually very feature rich but also carry a heavy burden for care, maintenance and wide based technical ability to keep running efficiently. Hybrid systems usually include either an on-premises virtual machine and/or client software and a cloud based portal for IT staff and end users interaction. Maintenance of the cloud and any virtual machine is generally taken care of by the vendor while IT Staff is responsible for maintaining records and processes related to our desktops, laptops, servers, etc. Cloud based products require a client program on all managed devices that then report to a cloud based server system on a continuous basis. City staff then have access to various functions including a helpdesk system via the internet.

Based on the reviews of several different systems I evaluated two, NinjaOne and Brightly.

1. Brightly (formerly Dude Solutions): I initially evaluated Brightly, then Dude Solutions, a couple of years ago. Brightly appears to be focused more on Capital Asset inventory and maintenance. While a functional IT management and inventory system with a helpdesk, the system doesn't appear to have been maintained and kept current. Brightly bought Dude Solutions over a year ago. To this date there is no information on Brightly's website regarding an IT asset management platform while other platforms are prominently displayed and documented. Brightly's proposal is a concern as it is heavily discounted on the front end with significant price increases into year two and beyond. Another consideration against Brightly is the requirement for a secure remote access program for supporting end users and performing maintenance. Brightly does not include this functionality within the platform, requiring an additional purchase. I am concerned that Brightly is not a good bet for future development and enhancements.
2. NinjaOne: NinjaOne was developed as a helpdesk/management platform for IT support organizations managing small to medium sized organizations. I have found this type of product to be a good fit for the City. The size and diversity of the City's operations generally reflect the diversity of larger organizations without the size and complexity. That means our feature and functionality needs are closer to what larger organizations need but can't be justified by the price tag. NinjaOne fits that spot between price and functionality for us. They offer a cloud based platform, a hosted custom branded helpdesk, secure remote access through Slashdot at no additional cost, and several tools for maintaining computers including software updates and installation, remote regedit and command line/powershell scripting, etc. This platform also has a mobile app and texting functionality for IT staff. The modern communication channels, wide selection of "tools", secure remote access and branding are above what Brightly has to offer at a less expensive long term price. I feel that this is a stable product that will meet our needs today and into the future.

Cost Comparison

Vendor Name	Product	Year 1 Cost	Year 2 Cost	2 Year Total
Brightly	Implementation Services	\$3,520.70		\$3,520.70
Brightly	Helpdesk Platform	\$3,544.78	\$3,651.12	\$7,195.90
Brightly	IT Asset Management	\$3,690.50	\$3,801.22	\$7,491.72
Slashtop (Brightly)	Secure Remote Access	\$1,596.00	\$1,596.00	\$3,192.00
	Brightly Total Cost	\$12,351.95	\$9,048.34	\$21,400.32
NinjaOne	IT Asset Management & Secure Remote Access	\$6,318.00	\$6,318.00	\$12,636.00

From the pricing details above:

- Brightly has implementation services and secure remote access costs that add significantly to the total cost. Additionally, their core services are slightly higher in the first year and even higher the second year. Total cost for the Brightly solution is \$8,764.32 more than NinjaOne over the two years of the project time.
- NinjaOne offers a unified purchase that integrates helpdesk, asset management, and secure remote access into one cost. There are no implementation charges. In my evaluation, I was able to get core services up and running by myself in one day.

This purchase will be made through SHI Inc., Prime Vendor for the State of Missouri, as a cooperative purchasing contract purchase, NASPO Software VAR subcontract CT170315001. The initial, first year cost will be \$6,318.00 with a second year renewal in July 2024 at approximately the same price, to coincide with the closing date of the grant funding cited above. I have asked for and received an extension of the grant performance period through July 2025 from the Missouri Department of Public Safety, Office of Homeland Security. The City will be responsible for initial payment and then be reimbursed through the grant reimbursement process outlined in relevant DHS procedures.

Respectfully submitted.

**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 \$10,139.82 above the amount authorized in the adopted annual budget for Fiscal Year 2024. An amendment to increase said budget is necessary for the following facts and reasons:

- A. Purchase of Network Attached Storage Device, 256 TB for backup and archives.

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 August 7, 2023

Presiding Officer of the Council

ATTEST: _____
Jason S. Myers, City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2023-2024 REGARDING PURCHASE OF NETWORK ATTACHED STORAGE DEVICE.

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 7th day of August 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 7th day of August 2023.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FOR THE PURCHASE OF A NETWORK ATTACHED STORAGE DEVICE.

WHEREAS, The City of Sedalia, Missouri, has received a Quote from B & H Photography for the purchase of a Synology Network Attached Storage Device; and

WHEREAS, under the terms of the Quote, the City of Sedalia shall pay the sum and amount of Ten Thousand One Hundred Thirty-Nine Dollars and Eighty-Two Cents (\$10,139.82) to B & H Photography for a Synology Network Attached Storage Device as more fully described in the Quote attached to this Ordinance and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts the Quote by and between the City of Sedalia, Missouri, and B & H Photography in substantively the same form and content as it has been proposed.

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 7th day of August, 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 7th day of August, 2023.

ATTEST:

Andrew L. Dawson, Mayor

Jason S. Myers, City Clerk

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B&H PHOTO VIDEO AUDIO 50th Anniversary

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TISHA B'AV HOLIDAY CLOSING - B&H will close at 5pm Wed July 26. We will reopen Fri July 28. See Schedule Details

Free 2-Day Shipping* to Sedalia Order by 4pm ET, get it Friday 7/28

Home > Computers > Networking > NAS & Servers > See All Network Attached Storage > Synology RackStation RS4021xs+

Synology RackStation RS4021xs+ 16-Bay NAS Enclosure

BH #SYRS4021XSP • MFR #RS4021XS+ ☆☆ 1 review 1 Question, 1 Answer

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Key Features

- 16 x 3.5"/2.5" SATA Drive Bays
- 2.1 GHz Intel Xeon D-1541 Eight-Core
- 16GB of DDR4 ECC RAM
- 2 x 10GbE RJ45 | 4 x GbE RJ45

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Designed for high throughput and data integrity, the **RackStation RS4021xs+ 16-Bay NAS Enclosure** from **Synology** is a 16-bay, 3 RU storage solution with built-in redundant power that is capable of hosting demanding services involving virtualization, mail, office

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- Provides Easy Access to Servers

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Seagate 16TB IronWolf Pro 7200 rpm SATA III 3.5" Internal NAS HDD (CMR, Retail)

BH #SEST16000T1 • MFR #ST16000NT001 ★★★★★ 180 reviews 44 Questions, 71 Answers

Authorized Dealer



In Stock

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Offer ends Jul 29 at 10:59 PM CDT

\$49/mo. suggested payments for 6 Mos.
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Want it Friday 7/28?
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Protect Your Gear Add a protection plan
from \$26.00

Capacity

- 2TB
- 4TB
- 6TB
- 8TB
- 12TB
- 10TB
- 16TB
- 18TB
- 20TB
- 14TB

Quantity

- 2-Pack
- 4-Pack
- Single

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Key Features

- 16TB Storage Capacity
- 3.5" Form Factor
- SATA III 6 Gb/s Interface
- 256MB Cache

Designed to deliver performance, reliability, and dependability in multi-bay, multi-user RAID and NAS environments within commercial and enterprise settings, the **16TB IronWolf Pro 7200 rpm SATA III 3.5" Internal NAS HDD** from Seagate is built to [More Details](#)

Recommended Accessories

View All



Synology DS923+
4-Bay NAS Enclosure
\$599.99



Pearstone 18" 7-pin
Internal Straight to
\$4.89



OWC Drive Dock
USB-C Dual Drive Bay
\$99.00



Platinum Tools 19101
Precision Screwdriver
\$19.07



Pearstone Anti-Static
Wrist Strap (6', Blue)
\$5.49



Oyen Digital Novus
USB Type-C Rugged
\$59.00



StarTech 3.5"
Universal Hard Drive
\$8.99



Laplink PCmover
Professional 11 (1)
\$39.95

City of Sedalia
Information Technology Services
200 S. Osage, Sedalia, MO 65301

To: Kelvin Shaw, C.P.A., City Administrator

From: Monte Richardson MWR

Date: 07/25/23

Re: Additional Storage

Sir:

It has become necessary to purchase additional computer storage to house backups and archives of sewer video, areal imagery, and GIS data. The current storage is past its intended life and is unable to meet our needs. The bulk of the data mentioned above is required for DNR compliance with an uncertain end of life. The addition of all this relatively static data into our file server is creating space problems for backup retention.

I would like to purchase a Network Attached Storage device (NAS), 256 TB raw capacity. This new device would become the backup repository. The "old" backup repository would then become the storage device for the static data described above. Having the data on a raid protected device would protect against drive failure. Removing it from the current file server location would allow me to take the static data out of my production backup schedule and make a more prudent backup of just that data on a less frequent basis.

We have used Synology NAS devices for several years. Compared to other types of storage, NAS is much more economical and effective for backups, archives and other static data that needs to be protected. Synology offers the management and security features that are needed for an enterprise of our stature. They also offer better expansion capabilities than other vendors.

I have checked pricing for a Synology RS4021xs+ chassis. B&H Photo has proven to be a reliable and cost effective source for storage. Their price and level of purchase support beat Amazon. I have also found NewEgg-Business.com and CDW-G competitive options in the past as well and included them in the pricing effort.

All enterprise grade chassis come without hard drives to allow for the customer to purchase the amount of storage they need. The proposed model has 16 bays for hard drives. The pricing cited in this memo includes 16-16TB drives.

The selection process for the chassis, rail kit, and drives included web pricing from B&H Photography, NewEgg-Business, Amazon, and CDW-G. The tabulation results are include below. As you can see the lowest price is from B&H Photography.

B&H Photography	\$10,139.82
NewEgg - Business	\$10,141.82
Amazon WD	\$10,188.52
Amazon Seagate	\$10,190.60
CDW-G	\$13,928.88

This is an unfunded purchase. It was an oversight that the static data would have as big an impact on the backups as it has had. I would need a budget amendment for this expenditure for account 10-59-351-00.

Respectfully submitted.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE WAIVING OPEN CONTAINER LAWS AND IMPOSING OTHER CONDITIONS RELATING TO THE RETRIEVING FREEDOM/CRAFT BEER CELLAR “WINGS FOR WAGS” EVENT.

WHEREAS, Retrieving Freedom and Craft Beer Cellar (CBC) are requesting the City to waive its open container laws so they can hold their “Wings for Wags” Fundraising Event for Retrieving Freedom to be held in downtown Sedalia on September 23, 2023 from 4:00 p.m. to 8:00 p.m.; and

WHEREAS, each participant in the Wings for Wags Event will have presented their identification to verify that they are 21 years of age or older and then will have been issued a Wings for Wags Event wristband and a Wings for Wags Event cup, sticker or other unique tag to be placed on a beer bottle purchased from CBC, that is unique to this event which will allow them to purchase certain alcoholic beverages for consumption from CBC located in the Event area described below; and

WHEREAS, the City will have erected barricades blocking certain downtown streets from vehicular traffic during the time of the Wings for Wags Event; said Wings for Wags Event barricades will be generally placed in an area in the alley of the 700 Block of Ohio, North to 7th Street intersection, and west to Osage Avenue; and

WHEREAS, for the Wings for Wags Event, the City Council will authorize the waiver of its open container laws to all Wings for Wags Event participants while wearing said wristband and consuming an alcoholic beverage or sold from Craft Beer Cellar during the hours of the Wings for Wags Event and while located on one of the barricaded streets and sidewalks. All other applicable liquor laws shall be complied with and will be enforced.

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

Section 1. For the 2023 Retrieving Freedom/Craft Beer Cellar Wings for Wags Event to be held on September 23, 2023, the City Council will authorize the waiver of its open container laws to all Wings for Wags Event participants while wearing said wristband and consuming an alcoholic beverage sold from Craft Beer Cellar during the hours of the Wings for Wags Event and while located on one of the barricaded streets and sidewalks. All other applicable liquor laws shall be complied with and will be enforced.

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 in the City Clerk’s Office prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 7th day of August, 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 7th day of August, 2023.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers,
City Clerk

Tina Zaremba

From: website@mg.sedalia.com on behalf of City of Sedalia Website
<website@mg.sedalia.com>
Sent: Tuesday, June 20, 2023 4:02 PM
To: events
Subject: No Reply - New Special Event Permit Application from Leon Shearer

The confirmation number is: 32-1220

Date of Application: 06/20/2023

Event Overview

Event Start Date

09/23/2023

Event End Date

09/23/2023

Event Start Time

04:00 pm

Event End Time

08:00 pm

Type of Event

wing competition

Provide a General Description of the Event

This will be the 4th year for our fundraiser which is built around a wing competition. Last year we raised over \$16,000 for retrieving freedom. We also will have open container for beer from Craftbeer Cellar. Dale hallow winery and wild life will be serving wine. Is there anything else needed for them to be able to serve? All attendees drinking will be vetted by Craftbeer Cellar employees and given a wrist band in order to participate. We change the wrist band color and year every event.

Will this event take place on the Missouri State Fair Grounds?

No

Contact Information

Sponsor Name

Craftbeer Cellar

Contact Name

Leon Shearer

Phone

(660) 951-1133

Email

lshearer21@gmail.com

Security Plan

How many people are expected to attend

200-300

Will eventgoers be required to pre-register?

Yes

Will there be additional vendors?

Yes

Will there be music or live entertainment at the event?

Yes

Will alcohol be served?

Yes

Briefly describe your security plan for crowd control, internal security, and/or any assistance requested of the Sedalia Police Department.

10 barricades, 10 trash cans

Last year we had two police officers that worked the event, retrieving freedom covers the expense of them. If more then two is required then let us know and we will have the appropriate amount ready by retrieving freedom. (\$35 per officer/hr correct?) All attendees drinking will have a wrist band. The crowd while we hope to have 300 attendees, we never have that many at once. Once the attendees have ate thier amount of wings they normally leave soon after. It really fluctuates between 50 to 100 as people come and go.

Acknowledgment and Signature

Acknowledgment

I acknowledge and agree to the terms set forth below.

As the hosting entity or affiliate contact for this event I, the undersigned, acknowledge that all information provided is complete and accurate. All vendors, employees, volunteers and participants of the event and affiliates alike will be the responsibility of the hosting entity. The applicant agrees to set the standards of conduct to follow all City and State Laws and Municipal Code Regulations.

Signature



John 29 6/21/23

 06/21/23

Tina Zaremba

From: Tim Postuma <postuma.timothy@gmail.com>
Sent: Tuesday, June 20, 2023 4:05 PM
To: Tina Zaremba
Subject: Re: Pdf for online events
Attachments: received_936592727566233.jpeg

Leon and I filled it out.
Attached is the map as requested.

Please let me know what Craftbeer Cellar, wild life and Dale hallow winery needs to fill out to be able to serve outside liquor.

Thank you.

On Tuesday, June 20, 2023, Tina Zaremba <tzaremba@sedaliapolice.com> wrote:

Well that's not good. Try this link to submit one live from the city website. It will automatically submit to me once you click the submit button at the bottom.

[Special Event Permit | City of Sedalia, MO](#)

From: Tim Postuma <postuma.timothy@gmail.com>
Sent: Tuesday, June 20, 2023 2:57 PM
To: Tina Zaremba <tzaremba@sedaliapolice.com>
Subject: Pdf for online events

Some of the pdf info does not allow you to edit. Do you want me to submit what I can and then send the rest in an email to you?

--
Tim Postuma
325-518-2157



**Wings for Wags
Event Map**

Map Legend:

-  Event Area with Open Containers
-  Barricades

MEMO

To: City Administrator Kelvin Shaw

From: Joleigh Cornine, Planner/Downtown Specialist

Date: August 1, 2023

Subject: Ordinance Temporarily Waiving Open Container Laws for
Craft Beer Cellar's September 23, 2023 Wings for Wags Event

Craft Beer Cellar, located at 700 S. Ohio, is requesting the City temporarily waive its open container laws so they may hold their "Wings for Wags" event on Saturday, September 23, 2023 from 4:00 p.m. to 8:00 p.m. This annual chicken wing cook-off competition is being held as a benefit for Retrieving Freedom.

This year, the area for this event has been expanded to include the city parking lot located on the northeast corner of 7th and Ohio, S. Ohio from Ozark Coffee at 614 S. Ohio south to just south of Chelsea's Antiques at 712 S. Ohio, and 7th Street from the intersection of South Osage Avenue and 7th Street east to the eastern side of the City-owned parking lot at 7th and Ohio.

Each participant at the Wings for Wags event will present photo identification to show they are 21 years of age or older and then they will be issued a wristband that will allow them to purchase and consume alcohol. Alcohol will only be allowed within the location as noted on the enclosed map.

Craft Beer Cellar has worked with the Sedalia Police Department to obtain their special event permit. Off-duty police officers will be hired to ensure public and participant safety and to monitor compliance with the modifications to our city ordinances in order for this event to take place.

Staff recommends approval of this ordinance and thanks Craft Beer Cellar not only for helping to raise funds for Retrieving Freedom but also for attracting more patrons to our downtown area.

**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 WPC Fund must be increased by a total of \$97,500 above the amount authorized in the adopted annual budget for Fiscal Year 2024. An amendment to increase said budget is necessary for the following facts and reasons:

- A. Purchase roll-off truck to haul biosolids containers from each sanitation plant to the compost facility.

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 August 7, 2023

Presiding Officer of the Council

ATTEST: _____
Jason S. Myers, City Clerk

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2023-2024
REGARDING PURCHASE OF ROLL-OFF TRUCK**

**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 7th day of August 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 7th day of August 2023.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

Exhibit A
 City of Sedalia
 FY24 Budget Amendment 8/7/2023 WPC - Roll Off Truck

Account / Description	Current Budget	Change	Amended Budget	Comments
-----------------------	----------------	--------	----------------	----------

Expenditures / Uses of Funds

61-51-351-00 WPC - Equipment	525,094.70	97,500.00	622,594.70	Purchase roll-off truck
------------------------------	------------	-----------	------------	-------------------------

Total Expenditure Change

97,500.00
(97,500.00)

Net Increase (Decrease) in Projected Fund Balance

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A SALES ORDER FOR THE PURCHASE OF A ROLL OFF TRUCK.

WHEREAS, The City of Sedalia, Missouri, has received a sales order from Elliott Equipment Co. for the purchase of a 2012 Freightliner Roll Off truck to be utilized by Water Pollution Control; and

WHEREAS, under the terms of the Sales Order, the City of Sedalia shall pay the sum and amount of Ninety-Seven Thousand Five Hundred Dollars (\$97,500.00) to Elliott Equipment Co. for said truck as more fully described in the Sales Order attached to this Ordinance and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts the Sales Order from Elliott Equipment Co. in substantively the same form and content as the Sales Order has been proposed.

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 7th day of August, 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 7th day of August, 2023.

ATTEST:

Andrew L. Dawson, Mayor

Jason S. Myers, City Clerk



4000 SE Beisser Dr
 Grimes, IA 50111
 Phone: (515) 986-4840
 Fax: (515) 986-9530

Sales Order

Date	S.O. No.
7/18/2023	115076

Name / Address
City of Sedalia 200 S Osage Sedalia, MO 65301

Ship To
City of Sedalia 201 S Marvin Sedalia, MO 65301

P.O. No.	Terms	Rep	Ship Date	Ship Via	FOB
	Due on receipt	KMH	8/4/2023	Elliott	Sedalia

Item	Description	Site	Quantity	Rate	Amount
20187E	2012 Freightliner 114SD, Detroit DD13 450 HP diesel, Eaton Fuller 10 speed manual transmission, tandem axle chassis with Galbreath AF-OR-174 60,000 lb Above Frame outside rail rolloff hoist and Pioneer tarp system VIN: 1FVHG3DV0CDBM8014	Missouri	1	110,000.00	110,000.00
Trade In	Customer Trade In Discount for 2006 International 7300 with E-Z Pack A300C 20 yd rear load packer VIN: 1HTZZAAR26J307756 SN: 311848			-6,250.00	-6,250.00
Trade In	Customer Trade In Discount for 2012 International 7300 with PT1000 20 yd rear load packer VIN: 1HTZZAAR2CJ679352			-6,250.00	-6,250.00

Total \$97,500.00

Customer Signature X _____

DO NOT PAY FROM SALES ORDER. WE WILL SEND AN INVOICE.

3100 West 76th Street
 Davenport, IA 52806
 Phone: (563) 391-4840

4000 S.E. Beisser Drive
 Grimes, IA 50111
 Phone: (515) 986-4840
 Fax: (515) 986-9530

Elliott Sanitation Equip. Co.
 1245 Dawes Avenue
 Lincoln, NE 68521
 Phone: (402) 474-4840

14001 Botts Rd
 Grandview, MO 64030
 Phone: (816) 761-4840



Let's Cross Paths

City of Sedalia


200 S. Osage

Sedalia, MO 65301

(660) 827-3000 www.sedalia.com

MEMO

TO: Kelvin L. Shaw, City Administrator
Jessica Pyle, Finance Director

FROM: Christopher R. Davies, P.E., Public Works Director 

DATE: July 20, 2023

RE: BUDGET AMENDMENT FOR WATER POLLUTION CONTROL - INCREASE

The Public Works Department, Water Pollution Control Division, is requesting an increase of \$97,500.00 in Account No. 61-51-351-00 to purchase one roll-off truck to haul the biosolids containers from each of the plants to the composting facility.

Currently the three (3) Wastewater Plants produce biosolids, which is then hauled to the city owned composting facility. The hauling process currently used by Water Pollution Control (WPC) is to coordinate with Sanitation; informing them we have a container that is ready to be picked-up and taken to the composting facility for disposal. Sanitation then picks up, with the roll-off vehicle, the container and hauls the material to the compost site and returns the container so the plant can continue producing biosolids. If all three (3) plants were operating as designed:

1. The North and Southeast plant would produce 1 load of biosolids daily.
2. The Central plant would produce between 2 or 3 loads of biosolids daily.

This current process is very inefficient with manpower and equipment. Some of the key inefficiencies are:

1. Depending on Sanitation's workload it may be a day to several days before they can get to the plant to haul the biosolids, which then in turn, causes the plant to stop production of biosolids, which then causes the plant to be less productive.
2. The current process causes scheduling conflicts and priority setting issues between sanitation and wastewater.
3. By not having daily removal of the sludge from the wastewater plants, this puts the plants in jeopardy of becoming non-compliant with the City's NPDES permits.

If this request is approved, we will see efficiencies in the following areas:

1. Production of biosolids, as needed, at each plant with increased efficiency of the overall process of the plants.
2. Eliminate the conflict/scheduling issues with Sanitation.
3. If needed, by Sanitation, provides a back-up vehicle to their operations.
4. Additional improvement of the overall workload within each division.

The Street Division has located a used roll-off vehicle that is capable of handling our current containers we have at the wastewater plants. In addition, the seller is willing to accept two of our current vehicles, which are no longer functioning or has very high miles as trade-in value, below are additional details:

1. Used 2012 Freightliner 114SD	\$110,000.00
2. Trade-in 2006 International 7300	- \$6,500.00
3. Trade-in 2012 International 7300 (Blown Motor)	- <u>\$6,500.00</u>
TOTAL:	\$ 97,500.00

Additional information; we have done a comparable search of the proposed vehicle we are requesting to purchase and have two, please see attachments.

Please let me know if you need additional information or have any questions. I can be reached at (660)-851-7635 between the hours of 8:00am and 5:00pm Monday thru Friday.

RECOMMENDATION: It is Public Works recommendation that City Council approve the requested budget increase of \$97,500.00 and the trade-in of the two vehicles for the purchase of a roll-off vehicle for the Water Pollution Control Division.

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 BTI Contracting, LLC; and

WHEREAS, under the agreement, the City of Sedalia, Missouri agrees to allow BTI Contracting, LLC to connect property at 1760 Murphy Lane 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 BTI Contracting, LLC 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 7th day of August 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 7th day of August 2023.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

ANNEXATION AND UTILITY SERVICES AGREEMENT

This Agreement (hereinafter "Agreement") entered into this 1/24/23 day of _____, 2023, between the City of Sedalia, Missouri, (hereinafter "City") and BTI CONTRACTING, LLC (hereinafter "Owner").

RECITALS:

1. Whereas, Owner represents that they are the owner of the following real estate (hereinafter referred as "Owner 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, Owner desire to connect Owner' property to the City's water system for purposes of developing Owner's property; and

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

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

2. City shall allow Owner to connect a water line serving Owner's property to the City's water system, and Owner shall make connection at its expense. Prior to approving the physical connection, Owner shall obtain all necessary easements, if needed, from any other landowner 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 Owner' water service line. Owner shall be responsible for connecting the Owner' water service line from the house to the meter. Owner shall become a utility customer of the City and shall pay all fees and charges established by the City for water service.

3. The Owner shall ensure the water service line serving Owner's 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. Owner agrees to bring the new water service line to the City's meter and make connection. Owner shall not be charged for water service until the activation of service with the City of Sedalia.

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

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

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

7. Owner irrevocably appoints the City Administrator of Sedalia, Missouri, as its attorney-in- fact for the sole purpose of presenting a verified petition requesting annexation of Owner's 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 Owner's property becomes contiguous to the corporate limits of the City. Owner on its behalf, and on behalf of its heirs, successors and assigns does hereby waive any notice of the filing of the petition, does hereby consent to the granting of the petition, and does hereby waive any objections, statutory or otherwise, to the annexation of the property into the City of Sedalia. The owner hereby authorizes the City to take whatever action necessary to complete the annexation of this property. Owner's 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 owner and users of the Property. Owner, on its own behalf and on behalf of all such future owner of the Property hereby agrees 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. Owner, on its own behalf and on behalf of all future owner of the Property, acknowledges that they and /or future owner of the Property shall be responsible for payment of all properly billed fees for water service as established by the City of Sedalia. Owner's liability contained in this paragraph 8 shall terminate when Owner has transferred its ownership interest in Owner's 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, Owner, its successors, assigns and heirs shall, within such time as specified by the City Administrator, submit a verified petition requesting annexation of the Owner's property to the City Clerk for presentation to the City Council of Sedalia, Missouri. The City Administrator may request Owner to present an annexation petition at any time after Owner's property becomes contiguous to the corporate limits of the City. The provisions of this paragraph shall be enforceable by specific performance.

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

11. If Owner fails to comply with any of the provisions of this Agreement, or repudiate the

terms of this Agreement. City may terminate water service to Owner's property and disconnect the utility lines serving Owner' property from the City's water system. City shall give Owner 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 its 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:

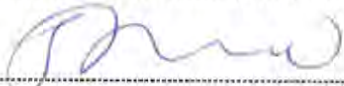
Jason Myers, City Clerk

OWNER:

BTI CONTRACTING, LLC.

By: 

Tim Berezin, Managing Member

By: 

Svetlana Berezin, Managing Member

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 24 of July, 2023, before me appeared Tim and Svetlana Berezin, to me personally known, who, being by me duly sworn, did say that he is the Owner of BTI Contracting LLC and that said instrument was signed by him and acknowledged the said instrument to be a free act and deed of BTI Contracting, LLC

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

2020-6262

RECORDED ON
11/24/2020 10:04 AM
PAGES: 2

BARBARA CLEVENGER
RECORDER OF DEEDS
PETTIS COUNTY, MO

Warranty Deed

Truman Title, Inc. File Number 20100261

This Deed, Made and entered into this 23rd day of November, 2020, by and between

Tammie S. Clippert, a single person

as "Grantor", and

BTI Contracting LLC a Missouri Limited Liability Company

as "Grantee", whose mailing address is: PO Box 2251 Sedalia MO 65301

WITNESSETH, that the Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto Grantee, the following described Real Estate, situated in the County of Pettis and State of Missouri, to wit:

BEGINNING AT A POINT ON THE NORTH LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 45 NORTH OF RANGE 22 WEST, PETTIS COUNTY, MISSOURI, 506.5 FEET EAST OF THE NORTHWEST CORNER OF SAID WEST HALF OF THE SOUTHEAST QUARTER; THENCE NORTH 88°46' EAST, ALONG SAID NORTH LINE, 459.07 FEET TO THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 610 PAGE 570; THENCE SOUTH 00°20' EAST, ALONG THE WEST LINE OF SAID TRACT, 450.0 FEET; THENCE CONTINUING ALONG SAID TRACT, NORTH 88°46' EAST, 160.0 FEET; THENCE SOUTH 00°20' EAST, 440.0 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 88°46'46" WEST, 533.72 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88°46'46" WEST, 131.87 FEET TO THE SOUTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 28 PAGE 531; THENCE NORTH 0°20' WEST, ALONG THE EAST LINE OF SAID TRACT, 230.0 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 88°46' EAST, 46.70 FEET; THENCE SOUTH 01°01'48" EAST, 5.0 FEET; THENCE IN A SOUTHEASTERLY DIRECTION ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 290.0 FEET AN ARC DISTANCE OF 86.37 FEET; THENCE SOUTH 0°20' EAST, 221.99 FEET TO THE POINT OF BEGINNING.

ALSO, A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE EAST 60.0 FEET OF THE WEST 159.0 FEET OF TRACT 'B' OF WALNUT HILLS COUNTRY CLUB ESTATES, AND ALSO OVER THE EAST 60.0 FEET OF THE NORTH 660.0 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; AND ALSO OVER THE SOUTH 60.0 FEET OF THE NORTH 660.0 FEET OF THE WEST 460.0 FEET OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 45 NORTH, RANGE 22 WEST, PETTIS COUNTY, MISSOURI.

ALSO, A NON-EXCLUSIVE EASEMENT FOR INGRESS-EGRESS BEGINNING AT A POINT ON THE NORTH LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP

Warranty Deed

Truman Title, Inc. File Number 20100261

This Deed, Made and entered into this 23rd day of November, 2020, by and between

Tammie S. Clippert, a single person

as "Grantor", and

BTI Contracting LLC

as "Grantee", whose mailing address is: PO Box 2251 Sedalia MO 65301

WITNESSETH, that the Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto Grantee, the following described Real Estate, situated in the County of Pettis and State of Missouri, to wit:

BEGINNING AT A POINT ON THE NORTH LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 45 NORTH OF RANGE 22 WEST, PETTIS COUNTY, MISSOURI, 506.5 FEET EAST OF THE NORTHWEST CORNER OF SAID WEST HALF OF THE SOUTHEAST QUARTER; THENCE NORTH 88°46' EAST, ALONG SAID NORTH LINE, 459.07 FEET TO THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 610 PAGE 570; THENCE SOUTH 00°20' EAST, ALONG THE WEST LINE OF SAID TRACT, 450.0 FEET; THENCE CONTINUING ALONG SAID TRACT, NORTH 88°46' EAST, 160.0 FEET; THENCE SOUTH 00°20' EAST, 440.0 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 88°46'46" WEST, 533.72 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88°46'46" WEST, 131.87 FEET TO THE SOUTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 28 PAGE 531; THENCE NORTH 0°20' WEST, ALONG THE EAST LINE OF SAID TRACT, 230.0 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 88°46' EAST, 46.70 FEET; THENCE SOUTH 01°01'48" EAST, 5.0 FEET; THENCE IN A SOUTHEASTERLY DIRECTION ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 290.0 FEET AN ARC DISTANCE OF 86.37 FEET; THENCE SOUTH 0°20' EAST, 221.99 FEET TO THE POINT OF BEGINNING.

ALSO, A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE EAST 60.0 FEET OF THE WEST 159.0 FEET OF TRACT 'B' OF WALNUT HILLS COUNTRY CLUB ESTATES, AND ALSO OVER THE EAST 60.0 FEET OF THE NORTH 660.0 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; AND ALSO OVER THE SOUTH 60.0 FEET OF THE NORTH 660.0 FEET OF THE WEST 460.0 FEET OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 45 NORTH, RANGE 22 WEST, PETTIS COUNTY, MISSOURI.

ALSO, A NON-EXCLUSIVE EASEMENT FOR INGRESS-EGRESS BEGINNING AT A POINT ON THE NORTH LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP

45 NORTH OF RANGE 22 WEST, PETTIS COUNTY, MISSOURI, 506.5 FEET EAST OF THE NORTHWEST CORNER OF SAID WEST HALF OF THE SOUTHEAST QUARTER, SAID POINT BEING THE NORTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 148, PAGE 405; THENCE SOUTH ALONG THE EAST LINE OF SAID TRACT, 430.0 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°46' WEST, ALONG THE SOUTH LINE OF SAID TRACT, 71.5 FEET TO THE NORTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 764, PAGE 363; THENCE SOUTH 0°20' EAST, ALONG THE EAST LINE OF SAID TRACT, 170.0 FEET TO THE SOUTHEAST CORNER OF SAID TRACT AND THE NORTH LINE OF A 60.0 FOOT NON-EXCLUSIVE EASEMENT FOR INGRESS EGRESS; THENCE NORTH 88°46' EAST, ALONG THE NORTH LINE OF SAID INGRESS EGRESS 25.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88°46' EAST, 45.95 FEET; THENCE SOUTH 01°01'48" EAST, 5.0 FEET; THENCE IN A SOUTHEASTERLY DIRECTION ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 340.0 FEET AN ARC DISTANCE OF 147.37 FEET; THENCE CONTINUING IN A SOUTHEASTERLY DIRECTION ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 240.0 FEET AN ARC DISTANCE OF 104.61 FEET; THENCE NORTH 88°49'43" EAST, 100.76 FEET; THENCE IN A NORTHEASTERLY, SOUTHEASTERLY AND SOUTHWESTERLY DIRECTION ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 65.0 FEET AN ARC DISTANCE OF 321.44 FEET; THENCE SOUTH 88°49'43" WEST, 164.01 FEET; THENCE IN A NORTHWESTERLY DIRECTION ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 290.0 FEET AN ARC DISTANCE OF 126.41 FEET; THENCE CONTINUING IN A NORTHWESTERLY DIRECTION ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 290.0 FEET AN ARC DISTANCE OF 125.7 FEET; THENCE SOUTH 01°01'48" EAST, 5.0 FEET; THENCE SOUTH 88°46' WEST, 46.70 FEET TO THE NORTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 28 PAGE 531 AND A POINT ON THE SOUTH LINE OF A 60.0 FOOT NON-EXCLUSIVE EASEMENT FOR INGRESS EGRESS; THENCE NORTH 0°20' WEST, 60.0 FEET TO THE POINT OF BEGINNING.

Subject to easements, restrictions, reservations, and covenants of record, if any.

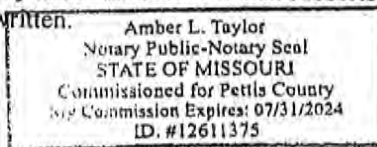
TO HAVE AND TO HOLD the premises aforesaid with all singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto Grantee and unto Grantee's heirs and assigns forever; the Grantor hereby covenanting that Grantor is lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that Grantor has good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by Grantor or those under whom Grantor claims, except as stated above and except for all taxes assessments, general and special, not now due and payable, and that Grantor will warrant and defend the title to the said premises unto Grantee and unto Grantee's heirs and assigns forever, against the lawful claims and demands of all persons whomsoever. If two or more persons constitute the Grantor or Grantee, the words Grantor and Grantee will be construed to read Grantors and Grantees whenever the sense of this Deed requires.


IN WITNESS WHEREOF, the Grantor has hereunto executed this instrument on the day and year above written.

By: 
Tammie S. Clippert

In The State of Missouri, County of Pettis, on this 23rd day of December, 2020, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Tammie S. Clippert, a single person, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed for the purposes herein stated.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.




Notary Public

My Term Expires: 07-31-2024

Exhibit B



Overview



Legend

-  Political Townships
-  Corporate Limits
-  Parcels
-  Roads

Parcel ID	141012000166008	Alternate ID	n/a	Owner Address	BEREZIN, TIM & SVETLANA
Sec/Twp/Rng	12/45/22	Class	Residential		PO BOX 2251
Property Address	1760 MURPHY LN SEDALIA	Acreage	0.685		SEDALIA, MO 65302-2251
District	R004				
Brief Tax Description	COM 506.5' E NW COR W 1/2 SE, E 459.07', S 450', E 160', S 440', W 533.72' TO BEG, CONT W 131.87', N 230', E 46.70', S 5', SE 86.37', S 221.99' 12 45 22				
	(Note: Not to be used on legal documents)				

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: 7/3/2023
Last Data Uploaded: 7/3/2023 4:21:51 AM

Developed by  **Schneider**
GEO SPATIAL




Let's Cross Paths

City of Sedalia

200 S. Osage

Sedalia, MO 65301

(660) 827-3000 www.sedalia.com

To: Kelvin Shaw, City Administrator
Through: Chris Davies, Public Works Director 
From: Elizabeth Nations, Executive Administrative Assistant
Date: July 24, 2023
Subject: Annexation Agreement for Water Service

Please find attached an annexation agreement between the City of Sedalia and BTI Contracting, LLC for the property now addressed as 1760 Murphy Lane. BTI Contracting, LLC is 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 BTI Contracting, LLC not complete the annexation process. BTI Contracting, LLC has already signed and had notarized the agreement.

Thank you for your consideration of the request.

RESOLUTION

A RESOLUTION AUTHORIZING THE SEDALIA POLICE DEPARTMENT TO ACT AS AN AGENT FOR THE CITY OF SEDALIA IN THE APPLICATION PROCESS FOR THE 2023 JUSTICE ASSISTANCE GRANT (JAG) AND AN AGREEMENT BETWEEN THE CITY OF SEDALIA, MISSOURI AND THE COUNTY OF PETTIS, MISSOURI FOR DISTRIBUTION AND USE OF ANY AWARDED FUNDS.

WHEREAS, the City of Sedalia desires to pursue funding available under the Edward Byrne Memorial Justice Assistance Local Grant from the U.S. Bureau of Justice for the purposes of continued development of the operations of the Sedalia Police Department; and

WHEREAS, the City of Sedalia has previously accepted grants from the Bureau of Justice for the purposes as stated above and desires to participate in the 2023 Edward Byrne Memorial Justice Assistance Local Grant; and

WHEREAS, the Sedalia Police Department has a legitimate law enforcement need for these funds if awarded by the Bureau of Justice for the purposes of effective law enforcement; and

WHEREAS, the City of Sedalia, Missouri d/b/a the Sedalia Police Department will work in conjunction with the County of Pettis, Missouri d/b/a Pettis County Sheriff's Department in the distribution and use of any awarded funds, as more fully described in the proposed agreement attached to this resolution and incorporated by reference as though the proposed agreement were set forth herein.

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

Section 1. The Sedalia Police Department is hereby authorized to act as the agent for the City of Sedalia, Missouri in the application process for the 2023 Edward Byrne Memorial Justice Assistance Grant for the purposes of continued enhancement of the Sedalia Police Department's Operation and effectiveness.

Section 2. The Council of the City of Sedalia, Missouri, hereby approves and accepts the agreement by and between the City of Sedalia, Missouri, and the County of Pettis, Missouri, in substantially the same form and content as the agreement has been proposed.

Section 3. 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 application documents in substantively the same form and content as they have been proposed.

Section 4. The City Clerk is hereby directed to file in his office a duplicate or copy of the document after it has been executed by the parties or their duly authorized representatives.

Section 5. This resolution shall be in full force and effect from and after its passage and approval.

PASSED by the Council of the City of Sedalia, Missouri, this 7th day of August 2023.

Presiding Officer of the Council

ATTEST:

Jason S. Myers, City Clerk

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against the CITY other than claims for which liability may be imposed under the Statutes for the State of Missouri.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF SEDALIA, MO

COUNTY OF PETTIS, MO

Mayor Andrew L. Dawson

Bill Taylor, Presiding Commissioner

ATTEST:

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE GRANTING A CHANGE IN ZONING CLASSIFICATION FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO C-3 (COMMERCIAL) ON CERTAIN PROPERTIES LOCATED AT 105 SOUTH LIMIT AND 1712 LIBERTY PARK BOULEVARD, IN THE CITY OF SEDALIA, MISSOURI, IN ACCORDANCE WITH CHAPTER 64, OF THE CITY CODE OF THE CITY OF SEDALIA, MISSOURI.

WHEREAS, the City received an application from the City of Sedalia (“Applicant”) to rezone certain properties within the City from District R-1 (Single Family Residential) (“Rezoning Application”) to C-3 (Commercial); and

WHEREAS, Notice of a public hearing before the City’s Planning & Zoning Commission (“Commission”) was published in a paper of general circulation within the city on July 14, 2023; and mailed to all property owners subject to the rezoning and within 185 feet of the properties proposed to be rezoned; and

WHEREAS, on August 2, 2023, the Commission opened the public hearing and all those interested and wishing to testify were given the opportunity; and

WHEREAS, after the public hearing was closed, the Commission unanimously recommended (5 Yes – 0 No) that the Sedalia City Council (“City Council”) approve the rezoning of the certain properties that are subject to the Rezoning Application, from R-1 to C-3.

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

Section 1. That upon review of the record presented in a public hearing before the Commission, the final report, and recommendation of the Commission, the City Council hereby approves the Rezoning Application.

Section 2. The said real estate mentioned in Section 1 is described and attached to this ordinance as Exhibit A.

Section 3. The Zoning Ordinances of the City of Sedalia, Missouri are hereby amended so that the real estate described in Exhibit A, which is presently zoned R-1 (Single Family Residential) is rezoned to C-3 (Commercial).

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 7th day of August, 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 7th day of August, 2023.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers, City Clerk

EXHIBIT A

LEGAL DESCRIPTIONS

105 South Limit AND 1701 Liberty Park Boulevard:

105 S LIMIT - LOTS ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), SIX (6), SEVEN (7), EIGHT (8), NINE (9), TEN (10), ELEVEN (11), TWELVE (12), THIRTEEN (13) AND FOURTEEN (14), OF BLOCK FOUR (4) OF PARKSIDE SUB-DIVISION OF LOTS 21, 22, 23, 24, 25, 26, 27 AND 28 OF KUMM AND LESHER'S ADDITION TO THE TO THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI, EXCEPTING AND EXCLUDING HOWEVER, A PORTION THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF AFORESAID LOT EIGHT (8), THENCE EAST A DISTANCE OF 123.6 FEET, THENCE DIAGONALLY IN A SOUTHWESTERLY DIRECTION TO A POINT 67 FEET EAST OF THE SOUTHWEST CORNER OF AFORESAID LOT FOURTEEN (14), THENCE WEST A DISTANCE 67 FEET TO THE SOUTHWEST CORNER OF SAID LOT FOURTEEN (14), THENCE NORTH A DISTANCE OF 350 FEET TO THE POINT OF BEGINNING.

1712 LIBERTY PARK BOULEVARD- LOTS EIGHT (8), NINE (9), TEN (10), ELEVEN (11), TWELVE (12), THIRTEEN (13), FOURTEEN (14) AND FIFTEEN (15) IN BLOCK THREE (3) OF PARKSIDE SUB-DIVISION OF LOTS 21, 22, 23, 24, 25, 26, 27 AND 28 OF KUMM AND LESHER'S ADDITION TO THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI.

**APPLICATION FOR AN
AMENDMENT TO THE ZONING DISTRICT MAP**

Sedalia City Planning & Zoning Commission
200 S. Osage Avenue
Sedalia, Missouri 65301

DO NOT WRITE IN THIS SPACE	
Date of Public Hearing	_____
Date Submitted	_____
Date Advertised	_____
Date of Mailing	_____
Checked By	_____
Receipt No.	_____
Commission Action	_____
Council Action	_____

1. Applicant's Name Kelvin Shaw
2. Applicant's Address 200 South Osage Avenue
3. Telephone Number (Home) _____ (Business) 660-827-3000
4. Present Zoning R-1 Single Family Requested Zoning C-3 Commercial
5. Legal Description of property requested to be rezoned, with street address or location:
 105 South Limit - (EX HWY R/W) LOTS 1 THRU 14 BLK 4 KUMM & LESHAR SUB-PARKSIDE (from Beacon GIS)
 and
 1712 Liberty Park Boulevard - LOTS 8 THRU 15 BLK 3 KUMM & LESHAR SUB-PARKSIDE (from Beacon GIS)
 Plus city right of way adjacent between the two parcels.
 See attached legal descriptions from title search.
6. Area of subject property, square feet and/or acres -2.75 acres or 120,800 square feet
7. Present Use of subject property vacant land
8. Desired use of subject property Community Center parking and future park use development
9. What is the present use of the adjoining properties? North Commercial
South Community Center East Residential West Commercial
10. How can you justify the proposed zoning change? (To answer this question, see Page 1, Item 2)
11. Time schedule for development 1 - 5 years - parking year 1
12. Is property in a flood plain district? If yes, please indicate applicable FEMA Map applicable zone n/a Has base flood elevation been established? n/a
If yes, please explain how such elevation was determined. _____
13. Public Utilities available at site: Sewer Yes " at _____
 Water Yes
at _____
Natural Gas Yes " at _____
 Electric Yes
at _____
14. Exhibits furnished _____
15. *Kelvin E Shaw* 200 South Osage Avenue, Sedalia MO 65301
Signature of Applicant Address of Applicant
16. Relationship of applicant to property: Owner Agent
17. Other _____
(Explain)



Let's Cross Paths

City of Sedalia

200 S. Osage

Sedalia, MO 65301

(660) 827-3000 www.sedalia.com

July 20, 2023

NOTIFICATION LETTER

To Whom It May Concern:

This is to notify you that a public hearing will be held in the City of Sedalia's Council Chambers of the Municipal Building, 2nd Street & Osage Avenue, Sedalia, Missouri to consider a Re-zoning Application for the following purpose and described tracts of land:

PURPOSE OF RE-ZONING: From existing R-1, Single Family Residential to C-3, Commercial.

PROPERTY ADDRESS:

105 S LIMIT – LOTS ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), SIX (6), SEVEN (7), EIGHT (8), NINE (9), TEN (10), ELEVEN (11), TWELVE (12), THIRTEEN (13) AND FOURTEEN (14), OF BLOCK FOUR (4) OF PARKSIDE SUB-DIVISION OF LOTS 21, 22, 23, 24, 25, 26, 27 AND 28 OF KUMM AND LESHER'S ADDITION TO THE TO THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI, EXCEPTING AND EXCLUDING HOWEVER, A PORTION THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF AFORESAID LOT EIGHT (8), THENCE EAST A DISTANCE OF 123.6 FEET, THENCE DIAGONALLY IN A SOUTHWESTERLY DIRECTION TO A POINT 67 FEET EAST OF THE SOUTHWEST CORNER OF AFORESAID LOT FOURTEEN (14), THENCE WEST A DISTANCE 67 FEET TO THE SOUTHWEST CORNER OF SAID LOT FOURTEEN (14), THENCE NORTH A DISTANCE OF 350 FEET TO THE POINT OF BEGINNING.

1712 LIBERTY PARK BOULEVARD – LOTS EIGHT (8), NINE (9), TEN (10), ELEVEN (11), TWELVE (12), THIRTEEN (13), FOURTEEN (14) AND FIFTEEN (15) IN BLOCK THREE (3) OF PARKSIDE SUB-DIVISION OF LOTS 21, 22, 23, 24, 25, 26, 27 AND 28 OF KUMM AND LESHER'S ADDITION TO THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI.

The public hearing will be held to consider the re-zoning application for the above described tracts. Hearing will begin at 5:30 pm on Wednesday, August 2, 2023 and any interested persons or property owners are invited to attend.

For any additional information regarding this re-zoning, please contact the undersigned at the Municipal Building.

Respectfully,

John Simmons

Community Development Director

(660) 827-3000 x1115

Sedalia, MO



Legend

- Parcel
- Roads
 - Other
 - State Hwy
 - US Hwy
- Corporate Limit Line
- Zoning
 - C-0
 - C-1
 - C-2
 - C-3
 - M-1
 - M-2
 - PUD
 - Parks and Open Space
 - R-1
 - R-2
 - R-3
 - leftover lines

Notes



This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

1,170.7 585.33 1,170.7 Feet

1 in. = 585ft.

MEMO

To: Planning & Zoning Commission
From: John Simmons, Community Development Director
Date: July 11, 2023
Subject: 105 South Limit Avenue and 1712 Liberty Park Boulevard
Applicant: City of Sedalia

Description of Request: Applicant requests rezoning of the properties located at 105 South Limit Avenue and 1712 Liberty Park Boulevard. Current zoning of the properties is R-1 Single Family Residential. The applicant is requesting a rezoning of C-3 Commercial for the both properties.

Land Use Review: The subject properties are currently vacant land. Sedalia Parks and Recreation will use the property for surplus parking for the Heckart Community Center and Liberty Park events. Eventually, the property will be further developed for additional Parks and Recreation programming per the Sedalia Parks Master Plan.

The adjacent properties to the east are zoned R-1 Single Family Residential. The property to the north is zoned C-3 Commercial. The property to the south is owned by the City of Sedalia and is zoned R-1 and contains the Heckart Community Center. The west border of the property abuts the US Highway 65, the off-ramp and the overpass. The properties to the west of the overpass are zoned M-1 Light Industrial and C-3 Commercial.

Staff Recommendation: Staff recommends the application for rezoning be approved for the following reasons:

1. The change of zoning from R-1 Single Family to C-3 Commercial is compatible with the surrounding uses and the proposed use of the subject property. This zoning would allow for the surplus parking for the park system.
2. The City of Sedalia Comprehensive Plan indicates that this area is designated with an employment development pattern.
3. The rezoning of the property would be in the general interest of the public. The rezoning and parking use on the property would complement the adjacent recreational uses and accommodate the increase parking needs of park patrons.

Should you have any questions or concerns regarding anything outlined in this advisory, please do not hesitate to contact me at 827-3000 or jsimmons@sedalia.com.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE GRANTING A CHANGE IN ZONING CLASSIFICATION FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO M-2 (HEAVY INDUSTRIAL) ON CERTAIN PROPERTIES LOCATED AT 1609 EAST HARVEY AND 1701 EAST HARVEY, IN THE CITY OF SEDALIA, MISSOURI, IN ACCORDANCE WITH CHAPTER 64, OF THE CITY CODE OF THE CITY OF SEDALIA, MISSOURI.

WHEREAS, the City received an application from DeLongs Incorporated (“Applicant”) to rezone certain properties within the City from District R-1 (Single Family Residential) (“Rezoning Application”) to M-2 (Heavy Industrial); and

WHEREAS, Notice of a public hearing before the City’s Planning & Zoning Commission (“Commission”) was published in a paper of general circulation within the city on July 15, 2023; and mailed to all property owners subject to the rezoning and within 185 feet of the properties proposed to be rezoned; and

WHEREAS, on August 2, 2023, the Commission opened the public hearing and all those interested and wishing to testify were given the opportunity; and

WHEREAS, after the public hearing was closed, the Commission unanimously recommended (5 Yes – 0 No) that the Sedalia City Council (“City Council”) approve the rezoning of the certain properties that are subject to the Rezoning Application, from R-1 to M-2.

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

Section 1. That upon review of the record presented in a public hearing before the Commission, the final report, and recommendation of the Commission, the City Council hereby approves the Rezoning Application.

Section 2. The said real estate mentioned in Section 1 is described and attached to this ordinance as Exhibit A.

Section 3. The Zoning Ordinances of the City of Sedalia, Missouri are hereby amended so that the real estate described in Exhibit A, which is presently zoned R-1 (Single Family Residential) is rezoned to M-2 (Heavy Industrial).

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 7th day of August, 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 7th day of August, 2023.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers, City Clerk

EXHIBIT A

LEGAL DESCRIPTIONS

1609 East Harvey and 1701 East Harvey:

1609 E HARVEY- BEGINNING AT THE INTERSECTION OF THE EAST LINE OF HARDING AVENUE AND THE NORTH LINE OF HARVEY STREET IN THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI; THENCE NORTH 89°20' 40" EAST, ALONG THE NORTH LINE OF SAID HARVEY STREET, 748.68 FEET TO THE SOUTHEAST CORNER OF LOT 42 IN EAST SIDE SUBDIVISION, AN ADDITION TO THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI; THENCE NORTH 00°24'04" EAST, ALONG THE EAST LINE OF SAID LOT, 345.54 FEET; THENCE SOUTH 89°20'40" WEST, 330.66 FEET; THENCE SOUTH 00°24'04" WEST, 150.51 FEET; THENCE SOUTH 89°41' 40" WEST, 416.31 FEET TO A POINT ON THE EAST LINE OF SAID HARDING AVENUE 197.61 FEET NORTH OF THE POINT OF BEGINNING; THENCE SOUTH 00°53'07" WEST, ALONG SAID EAST LINE, 197.61 FEET TO THE POINT OF BEGINNING. BEING A PART OF THE NORTHWEST QUARTER OF SECTION 1, IN TOWNSHIP 45 NORTH OF RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI. (Includes parcel located outside City Limits)

1701 E Harvey- LOT FORTY-ONE (41) OF EAST SIDE SUBDIVISION, AN ADDITION TO THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI. (Includes parcel located outside City Limits)

**APPLICATION FOR AN
AMENDMENT TO THE ZONING DISTRICT MAP**

Sedalia City Planning & Zoning Commission
200 S. Osage Avenue
Sedalia, Missouri 65301

DO NOT WRITE IN THIS SPACE

Date of Public Hearing	_____
Date Submitted	_____
Date Advertised	_____
Date of Mailing	_____
Checked By	_____
Receipt No.	_____
Commission Action	_____
Council Action	_____

1. Applicant's Name DeLongs Incorporated
2. Applicant's Address 301 Dix Road, Jefferson City, MO 65109
3. Telephone Number (Home) _____ (Business) (573) 635-6121
4. Present Zoning R-1 Requested Zoning M-2
5. Legal Description of property requested to be rezoned, with street address or location:
Beginning at the intersection of the east line of Harding Avenue and the north line of Harvey Street in the city of Sedalia, Missouri; thence North 89°20'40" East, along the North line of said Harvey Street, 748.68 feet to the Southeast corner of lot 42 in East side subdivision, an addition to The City of Sedalia, Missouri; thence North 00°24'04" East, along the East line of said lot, 345.54 feet; thence South 89°20'40" West, 330.66 feet; thence South 00°24'04" West, 150.51 feet; thence south 89°41'40" West, 416.31 feet to a point on the East line of said Harding Avenue 197.61 feet North of the point of beginning; thence south 00°53'07" West, along said East line, 197.61 feet to the point of beginning. Being a part of the Northwest quarter of Section 1 in Township 45 North of Range 21 West of the Fifth Principal Meridian. 1609 E Harvey Street, Sedalia, Missouri 65301
6. Area of subject property, square feet and/or acres 2.4 Acres
7. Present Use of subject property Manufacturing
8. Desired use of subject property Manufacturing
9. What is the present use of the adjoining properties? North Residential
 South Agricultural East Residential West Manufacturing
10. How can you justify the proposed zoning change? (To answer this question, see Page 1, Item 2)
11. Time schedule for development N/A
12. Is property in a flood plain district? If yes, please indicate applicable FEMA Map applicable zone No Has base flood elevation been established? _____
 If yes, please explain how such elevation was determined. _____
13. Public Utilities available at site: Sewer No " at _____
 Water Yes
 at Sedalia Water Department
 Natural Gas Yes " at Liberty Utilities Gas Company
 Electric Yes
 at Evergy Missouri West
14. Exhibits furnished *
15. Ramon Voo, Operations Engineer 301 Dix Road, Jefferson City MO 65109
 Signature of Applicant Address of Applicant
16. Relationship of applicant to property: Owner Agent
17. Other _____
 (Explain)

**APPLICATION FOR AN
AMENDMENT TO THE ZONING DISTRICT MAP**

Sedalia City Planning & Zoning Commission
200 S. Osage Avenue
Sedalia, Missouri 65301

DO NOT WRITE IN THIS SPACE

Date of Public Hearing	_____
Date Submitted	_____
Date Advertised	_____
Date of Mailing	_____
Checked By	_____
Receipt No.	_____
Commission Action	_____
Council Action	_____

1. Applicant's Name DeLongs Incorporated
2. Applicant's Address 301 Dix Road, Jefferson City, MO 65109
3. Telephone Number (Home) _____ (Business) (573) 635-6121
4. Present Zoning R-1 Requested Zoning M-2
5. Legal Description of property requested to be rezoned, with street address or location:
1701 E Harvey Street, Sedalia, Missouri 65301

6. Area of subject property, square feet and/or acres 0.29 Acres
7. Present Use of subject property Manufacturing
8. Desired use of subject property Manufacturing
9. What is the present use of the adjoining properties? North Residential
South Agricultural East Residential West Manufacturing
10. How can you justify the proposed zoning change? (To answer this question, see Page 1, Item 2)
11. Time schedule for development N/A
12. Is property in a flood plain district? If yes, please indicate applicable FEMA Map applicable zone No Has base flood elevation been established? _____
If yes, please explain how such elevation was determined. _____
13. Public Utilities available at site: Sewer No " at _____
Water Yes
at Sedalia Water Department
Natural Gas Yes " at Liberty Utilities Gas Company
Electric Yes
at Evergy Missouri West
14. Exhibits furnished _____
15. *Robert Van Operations Engineer* 301 Dix Road, Jefferson City MO 65109
Signature of Applicant Address of Applicant
16. Relationship of applicant to property: Owner Agent
17. Other _____
(Explain)

Justification Statement

June 8, 2023

Request

DeLong's Inc. (DeLong's) is requesting to rezone the subject property from R-1 (Single Family Residential) to M-2 (Heavy Industrial) to allow for the expansion of their manufacturing plant.

Surrounding Uses

North: Residential, Zoned R-1

South: Agricultural, Zoned R-1

East: Residential, Zoned R-1

West: Manufacturing, Zoned M-2

Justification of request

The Comprehensive Plan states that Sedalia's objectives include:

- To establish Sedalia as a strong industrial base/market.
- Strengthen Sedalia's economic base through support of a variety of business sectors and job opportunities.
- Expand to increase industrial land usage.
- Future development will coincide with the expansion of the city.

We believe by rezoning the property, further projects can be completed, thus continuing to meet the objectives listed above.

While the property is currently zoned Single Family Residential, it is no longer a suitable zoning for the site as DeLong's would like to expand its operations.

Upon completion of this project, numerous jobs will be available to those in the community and will help boost the economic benefit DeLong's introduces the city of Sedalia.

Bases upon the above and the attached information, the Applicant respectfully requests approval of this Rezoning Amendment.



Let's Cross Paths

City of Sedalia

200 S. Osage

Sedalia, MO 65301

(660) 827-3000 www.sedalia.com

July 20, 2023

NOTIFICATION LETTER

To Whom It May Concern:

This is to notify you that a public hearing will be held in the City of Sedalia's Council Chambers of the Municipal Building, 2nd Street & Osage Avenue, Sedalia, Missouri to consider a Re-zoning Application for the following purpose and described tracts of land:

PURPOSE OF RE-ZONING: From existing R-1 Single Family residential to M-2, Heavy Industrial.

PROPERTY ADDRESS:

1609 E HARVEY – BEGINNING AT THE INTERSECTION OF THE EAST LINE OF HARDING AVENUE AND THE NORTH LINE OF HARVEY STREET IN THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI; THENCE NORTH 89°20'40" EAST, ALONG THE NORTH LINE OF SAID HARVEY STREET, 748.68 FEET TO THE SOUTHEAST CORNER OF LOT 42 IN EAST SIDE SUBDIVISION, AN ADDITION TO THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI; THENCE NORTH 00°24'04" EAST, ALONG THE EAST LINE OF SAID LOT, 345.54 FEET; THENCE SOUTH 89°20'40" WEST, 330.66 FEET; THENCE SOUTH 00°24'04" WEST, 150.51 FEET; THENCE SOUTH 89°41'40" WEST, 416.31 FEET TO A POINT ON THE EAST LINE OF SAID HARDING AVENUE 197.61 FEET NORTH OF THE POINT OF BEGINNING; THENCE SOUTH 00°53'07" WEST, ALONG SAID EAST LINE, 197.61 FEET TO THE POINT OF BEGINNING. BEING A PART OF THE NORTHWEST QUARTER OF SECTION 1, IN TOWNSHIP 45 NORTH OF RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI. (Includes parcel located outside City Limits)

1701 E HARVEY – LOT FORTY-ONE (41) OF EAST SIDE SUBDIVISION, AN ADDITION TO THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI. (Includes parcel located outside City Limits)

The public hearing will be held to consider the re-zoning application for the above described tracts. Hearing will begin at 5:30 pm on Wednesday, August 2, 2023 and any interested persons or property owners are invited to attend.

For any additional information regarding this re-zoning, please contact the undersigned at the Municipal Building.

Respectfully,

John Simmons
Community Development Director
(660) 827-3000 x1115

Sedalia, MO



492.8 0 246.42 492.8 Feet

1 in. = 246ft.



This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Legend

- Parcel
- Roads
 - Other
 - State Hwy
 - US Hwy
- Corporate Limit Line
- Zoning
 - C-0
 - C-1
 - C-2
 - C-3
 - M-1
 - M-2
 - PUD
 - Parks and Open Space
 - R-1
 - R-2
 - R-3
 - leftover lines

Notes



BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE GRANTING A CHANGE IN ZONING CLASSIFICATION FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO R-3 (APARTMENT HOUSE RESIDENTIAL) ON CERTAIN PROPERTIES LOCATED AT 200 EAST CLAY AND 215 EAST HENRY, IN THE CITY OF SEDALIA, MISSOURI, IN ACCORDANCE WITH CHAPTER 64, OF THE CITY CODE OF THE CITY OF SEDALIA, MISSOURI.

WHEREAS, the City received an application from the County of Pettis along with CASA – Citizens Against Spouse Abuse Inc., (“Applicant”) to rezone certain properties within the City from District R-1 (Single Family Residential) (“Rezoning Application”) to R-3 (Apartment House Residential); and

WHEREAS, Notice of a public hearing before the City’s Planning & Zoning Commission (“Commission”) was published in a paper of general circulation within the city on July 14, 2023; and mailed to all property owners subject to the rezoning and within 185 feet of the properties proposed to be rezoned; and

WHEREAS, on August 2, 2023, the Commission opened the public hearing and all those interested and wishing to testify were given the opportunity; and

WHEREAS, after the public hearing was closed, the Commission unanimously recommended (4 Yes – 0 No) that the Sedalia City Council (“City Council”) approve the rezoning of the certain properties that are subject to the Rezoning Application, from R-1 to R-3.

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

Section 1. That upon review of the record presented in a public hearing before the Commission, the final report, and recommendation of the Commission, the City Council hereby approves the Rezoning Application.

Section 2. The said real estate mentioned in Section 1 is described and attached to this ordinance as Exhibit A.

Section 3. The Zoning Ordinances of the City of Sedalia, Missouri are hereby amended so that the real estate described in Exhibit A, which is presently zoned R-1 (Single Family Residential) is rezoned to R-3 (Apartment House Residential).

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 7th day of August, 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 7th day of August, 2023.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers, City Clerk

EXHIBIT A

LEGAL DESCRIPTIONS

200 East Clay and 215 East Henry:

LOT .

200 E CLAY- LOTS 20, 21, 22, 23 AND 24 IN BLOCK 21, ORIGINAL PLAT OF CITY OF SEDALIA, COUNTY OF PETTIS AND STATE OF MISSOURI, BEING PART OF THE WEST HALF OF THE SOUTHWEST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION NUMBER THIRTY-FOUR (34) IN TOWNSHIP NUMBER FORTY SIX (46) NORTH AND RANGE NUMBER (21) WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE COUNTY OF PETTIS AND STATE OF MISSOURI.

215 E HENRY - LOTS, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 IN BLOCK 21, ORIGINAL PLAT OF CITY OF SEDALIA, COUNTY OF PETTIS AND STATE OF MISSOURI, BEING PART OF THE WEST HALF OF THE SOUTHWEST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION NUMBER THIRTY FOUR (34) IN TOWNSHIP NUMBER FORTY SIX (46) NORTH AND RANGE NUMBER (21) WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE COUNTY OF PETTIS AND STATE OF MISSOURI.

APPLICATION FOR AN
AMENDMENT TO THE ZONING DISTRICT MAP

Sedalia City Planning & Zoning Commission
200 S. Osage Avenue
Sedalia, Missouri 65301

DO NOT WRITE IN THIS SPACE

Date of Public Hearing	8-2-23
Date Submitted	6-28-23
Date Advertised	
Date of Mailing	
Checked By	
Commission Action	
Council Action	

- Applicant's Name County of Pettis
- Applicant's Address 415 S. 0410
- Telephone Number (Home) 660-826-5000 (Business) X 405 (1311 Taylor
- Present Zoning R-1 Requested Zoning R-3
- Legal Description of property requested to be rezoned, with street address or location: 200 E Clay / 215 E Hen
Attached Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 20, 21, 22, 33 and 24 in Block 21
Original plat of City of Sedalia County of Pettis State of
Missouri, Being part of the West Half of the Southwest Quarter and part
of the North East Quarter of the Southwest Quarter of section number
thirty four (34) in Township number forty six (46) North of Range
- Area of subject property, square feet and/or acres 4 acre 53,571 Number Twenty one (21) *Attached*
- Present Use of subject property N. tornado shelter principal Meridian, Inc
- Desired use of subject property Build on top of shell of Pettis and State of Miss
- What is the present use of the adjoining properties? *Attached*
North for CASA unimproved
South unimproved East R-1 2500 ft West R-1 3 homes
- How can you justify the proposed zoning change? (To answer this question, see Page 1, Item 2)
- Time schedule for development 3-5 years
- Is property in a flood plain district? If yes, please indicate applicable FEMA Map applicable 500 year zone
zone _____ Has base flood elevation been established? yes
If yes, please explain how such elevation was determined.
Survey attached
- Public Utilities available at site: Sewer yes " at 200 E Clay
Water yes
at 200 East Clay & 215 E Henry
Natural Gas yes " at 200 East Clay
Electric yes
at 200 East Clay & 215 E Henry
- Exhibits furnished 10-Beacon TAY Description, Survey, Flood Plain, 1310
Pla
- [Signature] 415 South 0410
Signature of Applicant Address of Applicant
- Relationship of applicant to property: Owner _____ Agent [check]
- Other _____
(Explain)

CASA CONTACT: Twp D. Martin, 660-827-045
Board President

Points for inclusion in letter to the City for request of rezoning of the area of the North Tornado shelter (200+ North Clay).

- The request is in line with the published City plan to develop this area
- Traffic issues should not be a significant issue as the staff and clients have staggered hours

Due to nature of our clientele's safety, this area is ideal to be present, but not highly visible. A nonscaleable fence will be established from the NE corner of the Tornado Shelter, extending around the rest of the property to the SE corner. Public access to the east side of the shelter where the entrances are will be completely unrestricted and paved parking will be available to the public on the east side for access to the shelter.

- We believe it will actually enhance the value of the three properties on the North side of Clay as the area will be maintained in much higher standard and nearby modern growth will help establish this as a more desirable dwelling location.
- Noise, lighting, dust since the traffic area will be paved, no unusual smell, no lighted advertising, traffic will be minimal. CASA serves both a small amount of residents and larger outside client base.
- The county is providing a 99 year lease on the property to CASA and will remain the property of the county in accordance with all city and county agreements.
- This request is not speculative as CASA has already done a great deal of legwork in getting to this point. They have outgrown their current facility north of Sedalia and now serve Pettis, Saline, Benton and portions of Morgan counties. A fundraising consultant will be hired and many influential individuals in the City are in full support.

- The necessary utilities are already in place. However, CASA will work with the City to ensure there is sufficient capacity of all these utilities, e.g. sewer. This will also enhance the value of the homes in the area.
- At this time it does not appear to be other alternatives. The Tornado Shelters were designed to be built upon and without this, they are beginning to deteriorate.
 - Mechanical drawings and a qualified engineering report will be submitted to FEMA for approval before any work would commence.


President, CASA

July 20, 2023

NOTIFICATION LETTER

To Whom It May Concern:

This is to notify you that a public hearing will be held in the City of Sedalia's Council Chambers of the Municipal Building, 2nd Street & Osage Avenue, Sedalia, Missouri to consider a Re-zoning Application for the following purpose and described tracts of land:

PURPOSE OF RE-ZONING: From existing R-1, Single Family Residential to R-3, Apartment House Residential.

PROPERTY ADDRESS:

200 E CLAY – LOTS 20, 21, 22, 23 AND 24 IN BLOCK 21, ORIGINAL PLAT OF CITY OF SEDALIA, COUNTY OF PETTIS AND STATE OF MISSOURI, BEING PART OF THE WEST HALF OF THE SOUTHWEST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION NUMBER THIRTY FOUR (34) IN TOWNSHIP NUMBER FORTY SIX (46) NORTH AND RANGE NUMBER (21) WEST OF THE FIFTY PRINCIPAL MERIDIAN, IN THE COUNTY OF PETTIS AND STATE OF MISSOURI.

215 E HENRY - LOTS, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 IN BLOCK 21, ORIGINAL PLAT OF CITY OF SEDALIA, COUNTY OF PETTIS AND STATE OF MISSOURI, BEING PART OF THE WEST HALF OF THE SOUTHWEST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION NUMBER THIRTY FOUR (34) IN TOWNSHIP NUMBER FORTY SIX (46) NORTH AND RANGE NUMBER (21) WEST OF THE FIFTY PRINCIPAL MERIDIAN, IN THE COUNTY OF PETTIS AND STATE OF MISSOURI.

The public hearing will be held to consider the re-zoning application for the above described tracts. Hearing will begin at 5:30 pm on Wednesday, August 2, 2023 and any interested persons or property owners are invited to attend.

For any additional information regarding this re-zoning, please contact the undersigned at the Municipal Building.

Respectfully,



John Simmons
Community Development Director
(660) 827-3000 x1115

Sedalia, MO



Legend

- Parcel
- Roads
 - Other
 - State Hwy
 - US Hwy
- Corporate Limit Line
- Zoning
 - C-0
 - C-1
 - C-2
 - C-3
 - M-1
 - M-2
 - PUD
 - Parks and Open Space
 - R-1
 - R-2
 - R-3
 - leftover lines

Notes



1 in. = 186ft.



This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

North Sedalia Storm Shelter 200 E Clay (East of N Ohio)



Storm shelter has a capacity for 1200 people. Storm shelters will be opened during a Tornado Watch. No pets, alcohol or smoking is allowed in the shelter. You may also bring lawn chairs, blankets and other small comfort items. Shelter openings will be announced on 1050 & 1490 AM, and on Pettis County Sheriff's Office NIXLE. You can also "Like" Sedalia-Pettis County Emergency Management Agency on Facebook for Storm shelter status.

50ft X 150ft

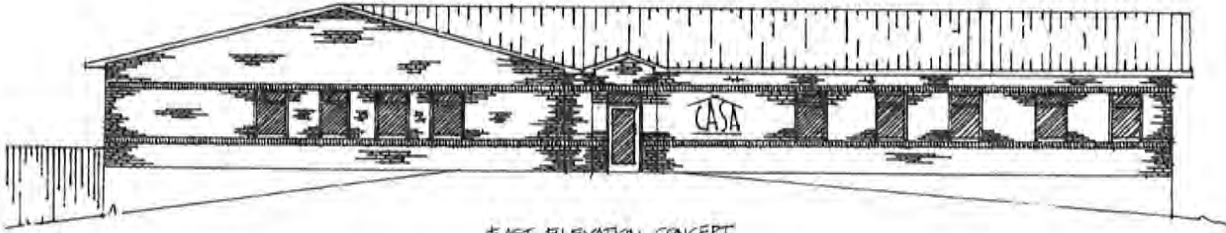


SEDALIA-PETTIS COUNTY EMERGENCY MANAGEMENT AGENCY

319 S Lamine, Sedalia, MO 65301

Phone: 660-827-4800 Ext 1
Fax: 660-826-7288
Email: ema@pettisco.com

Rollins
10.1.2022



EAST ELEVATION CONCEPT

MEMO

To: Planning & Zoning Commission
From: John Simmons, Community Development Director
Date: July 11, 2023
Subject: 200 East Clay and 215 East Henry
Applicant: County of Pettis

Description of Request: Applicant requests rezoning of the properties located at 200 East Clay and 215 East Henry. Current zoning of the properties is R-1 Single Family Residential. The applicant is requesting a rezoning of R-3 Multi-Family Residential for both properties.

Land Use Review:

The property located at 200 East Clay is currently used as an emergency storm shelter. The properties to the north contain single family dwellings. The properties to the east, south and west are vacant land. A FEMA flood zone exists on the west one-third of the property. The emergency storm shelter is not in the flood zone.

The property located at 215 East Henry is vacant land. The adjacent properties to the east, south, west and north of 215 East Henry are zoned R-1 Single Family Residential. The properties to the east, south, west and north are vacant land with the shelter located on the north. The majority of the property is within the FEMA flood zone. Development of this parcel is subject to the building code and flood zone requirements.

Staff Recommendation: Staff advises that the application for rezoning meets the following criteria which would allow the rezoning of the properties:

1. The change of zoning from R-1 Single Family to R-3 Multi-Family Residential is consistent with the current use of the parcels.
2. The City of Sedalia Comprehensive Plan indicates that this area is designated with an urban development pattern.

Should you have any questions or concerns regarding anything outlined in this advisory, please do not hesitate to contact me at 827-3000 or jsimmons@sedalia.com.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE GRANTING A CHANGE IN ZONING CLASSIFICATION FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO C- 1 (LOCAL BUSINESS) ON CERTAIN PROPERTIES LOCATED AT 2101 SOUTH MARVIN, 2201 SOUTH MARVIN AND 2211 SOUTH MARVIN IN THE CITY OF SEDALIA, MISSOURI, IN ACCORDANCE WITH CHAPTER 64, OF THE CITY CODE OF THE CITY OF SEDALIA, MISSOURI.

WHEREAS, the City received an application from Arlyn Swartzentruber, Countryview Properties, LLC (“Applicant”) to rezone certain properties within the City from District R-1 (Single Family Residential) (“Rezoning Application”) to C-1 (Local Business); and

WHEREAS, Notice of a public hearing before the City’s Planning & Zoning Commission (“Commission”) was published in a paper of general circulation within the city on July 15, 2023; and mailed to all property owners subject to the rezoning and within 185 feet of the properties proposed to be rezoned; and

WHEREAS, on August 2, 2023, the Commission opened the public hearing and all those interested and wishing to testify were given the opportunity; and

WHEREAS, after the public hearing was closed, the Commission unanimously recommended (0 Yes – 5 No) that the Sedalia City Council (“City Council”) deny the rezoning of the certain properties that are subject to the Rezoning Application, from R-1 to C-1.

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

Section 1. That upon review of the record presented in a public hearing before the Commission, the final report, and recommendation of the Commission, the City Council hereby approves the Rezoning Application.

Section 2. The said real estate mentioned in Section 1 is described and attached to this ordinance as Exhibit A.

Section 3. The Zoning Ordinances of the City of Sedalia, Missouri are hereby amended so that the real estate described in Exhibit A, which is presently zoned R-1 (Single Family Residential) is rezoned to C-1 (Local Business).

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 7th day of August, 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 7th day of August, 2023.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers, City Clerk

EXHIBIT A

LEGAL DESCRIPTIONS

2101 South Marvin, 2201 South Marvin and 2211 South Marvin:

2101 S MARVIN - BEGINNING AT A POINT ONE HUNDRED SIXTY FIVE (165) FEET SOUTH AND THIRTY (30) FEET EAST OF THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION TEN (10), IN TOWNSHIP FORTY FIVE (45) NORTH, OF RANGE TWENTY ONE (21) WEST OF THE FIFTH PRINCIPAL MERIDIAN, THENCE EAST TO THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION TEN (10), THENCE SOUTH FOUR HUNDRED NINETY FIVE (495) FEET, THENCE WEST SIX HUNDRED THIRTY (630) FEET, THENCE NORTH TO THE PLACE OF BEGINNING.

2201 S MARVIN - BEGINNING IN THE CENTER OF THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION NUMBER TEN (10) IN TOWNSHIP NUMBER FORTY FIVE (45) NORTH OF RANGE NUMBER TWENTY-ONE (21) WEST OF THE FIFTH PRINCIPAL MERIDIAN, THENCE RUNNING NORTH ABOUT SEVEN AND ONE-THIRD (7 1/3) RODS, TO THE SOUTHWEST CORNER OF ONE (1) SQUARE ACRE LYING IN THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION NUMBER TEN (10), RUNNING THENCE WEST TO A POINT WHICH WOULD BE THE CENTER OF MONTGOMERY STREET IN THE CITY OF SEDALIA, IF EXTENDED SOUTH IN THE DIRECTION IT NOW RUNS THROUGH JACKSON AND MONTGOMERY'S ADDITION TO THE CITY OF SEDALIA, THENCE SOUTH ALONG THE CENTER OF SAID MONTGOMERY STREET TO THE CENTER LINE RUNNING EAST AND WEST THROUGH SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION NUMBER TEN (10) THENCE WEST TO THE PLACE OF BEGINNING.

ALSO, ONE (1) ACRE IN A SQUARE IN THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION NUMBER TEN (10) IN TOWNSHIP NUMBER FORTY- FIVE (45) NORTH OF RANGE NUMBER TWENTY-ONE (21) WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE COUNTY OF PETTIS AND STATE OF MISSOURI.

2211 S MARVIN - BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, IN TOWNSHIP 45 NORTH, OF RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN, SEDALIA, PETTIS COUNTY, MISSOURI, 155.00 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST

QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 177.00 FEET; THENCE SOUTH 88°07' EAST 330.00 FEET; THENCE NORTH 331.97 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 88°07' EAST ALONG SAID LINE 330.11 FEET TO A POINT 590 FEET WEST OF THE CENTERLINE OF ENGINEER AVENUE; THENCE SOUTH 0°14'20" WEST PARALLEL WITH SAID ENGINEER AVENUE, 509.17 FEET TO A POINT 155 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 88°07' WEST 658.02 FEET TO THE POINT OF BEGINNING, SUBJECT TO STREET RIGHT-OF- WAY AND EASEMENTS OF RECORD.

Jilene Streit

From: website@mg.sedalia.com on behalf of City of Sedalia Website
<website@mg.sedalia.com>
Sent: Tuesday, June 20, 2023 10:25 AM
To: RezoningApp
Subject: No Reply - New Rezoning Application from Arlyn Swartzentruber

The confirmation number is: 14-1198

Rec'd 6-20-23
Date of Public Hearing 8-2-23
Date in Paper 7-13-23
Date of Mailing 7-20-23

Applicant Information

Name

Arlyn Swartzentruber

Address

1503 Highway EE
Hughesville, Missouri 65334
United States
[Map It](#)

Email

arlyn@ohcmail.org

Phone

(660) 287-2079

Property Information

Present Zoning

Ag Dwelling

Requested Zoning

C-1

Legal Description of property requested to be rezoned, with street address or location.

2101 S MARVIN SEDALIA, MO
NW SW NE (EX 1.65A N END) 10 45 21

2201 S MARVIN SEDALIA, MO
NW PT SW SW NE (EX 25' OFF W SI) & 1A NW PT SW SW NE & .50A NE COR NW SW SE SE ACRE 10 45 21

2211 S MARVIN SEDALIA, MO
BEG 155' N OF SW COR SW SW NE N 177' E 330' N 331.97' E 330.11' S 509.17' W 658.02' TO BEG 10 45 21

Area of Subject Property (Square Feet and/or Acres)

15.21 Acres

Present Use of Subject Property

Ag Land/ Single Family

Desired Use of Subject Property

Unknown currently

Present Use of the Adjoining Property to the North

Residential

Present Use of the Adjoining Property to the East

Residential

Present Use of the Adjoining Property to the South

Residential

Present Use of the Adjoining Property to the West

Residential

Time Schedule for Development

1 year

Is the property in a flood plain district?

No

Sewer available at site?

Yes

Water available at site?

Yes

Natural gas available at site?

Yes

Electric available at site?

Yes

Exhibits Furnished

Zoning LetterA

Please upload a PDF that explains how can you justify the proposed zoning change?

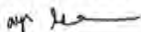
- [Marving-Zoning-Letter.pdf?dl=0](#)

Applicant Relationship and Signature

Relationship of Applicant to Property

Owner

Signature of Applicant



Order

Product	Qty	Unit Price	Price
Rezoning Application Fee	1	\$350.00	\$350.00
Sub Total			\$350.00
Total			\$350.00

To Sedalia Planning and Zoning:

It is my belief that rezoning these 3 tracts at 2101 S MARVIN SEDALIA, MO, 2201 S MARVIN SEDALIA, MO and 2211 S MARVIN SEDALIA, MO be rezoned from Ag Dwelling to C-1 to allow continued development in the city. Future use could include items like: multi family, storage units or other needs from our citizens in Sedalia. This would benefit the city overall with more housing, more business and just great future development.

Thanks

Aryn Swartzentruber

*Received with application on 6-20-23.
Asked for better classification.*

To Sedalia Planning and Zoning:

It is my belief that rezoning these 3 tracts at 2101 S MARVIN SEDALIA, MO, 2201 S MARVIN SEDALIA, MO and 2211 S MARVIN SEDALIA, MO be rezoned from Ag Dwelling to C-1 to allow continued development in the city.

With the current need for housing, we would like to be able to utilize these parcels for single family to multi-family units. There is a dire need for additional housing in the Pettis County area, we feel this is an ample spot to build to address those needs. With its proximity to Sedalia Middle School and Centennial Park this is an ideal location to provide a solution for this need in our area. This allows for more growth east of Ohio and with Parkview schools close by this would be a great opportunity in the Sedalia City Limits.

Thanks

Aryln Swartzentruber

*Received this 6-20- after asking
for better clarification.*

July 20, 2023

NOTIFICATION LETTER

To Whom It May Concern:

This is to notify you that a public hearing will be held in the City of Sedalia's Council Chambers of the Municipal Building, 2nd Street & Osage Avenue, Sedalia, Missouri to consider a Re-zoning Application for the following purpose and described tracts of land:

PURPOSE OF RE-ZONING: From existing R-1, Single Family Residential to C-1, Local Business.

PROPERTY ADDRESS:

2101 S MARVIN – BEGINNING AT A POINT ONE HUNDRED SIXTY FIVE (165) FEET SOUTH AND THIRTY (30) FEET EAST OF THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION TEN (10), IN TOWNSHIP FORTY FIVE (45) NORTH, OF RANGE TWENTY ONE (21) WEST OF THE FIFTH PRINCIPAL MERIDIAN, THENCE EAST TO THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION TEN (10), THENCE SOUTH FOUR HUNDRED NINETY FIVE (495) FEET, THENCE WEST SIX HUNDRED THIRTY (630) FEET, THENCE NORTH TO THE PLACE OF BEGINNING.

2201 S MARVIN – BEGINNING IN THE CENTER OF THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION NUMBER TEN (10) IN TOWNSHIP NUMBER FORTY FIVE (45) NORTH OF RANGE NUMBER TWENTY ONE (21) WEST OF THE FIFTH PRINCIPAL MERIDIAN, THENCE RUNNING NORTH ABOUT SEVEN AND ONE-THIRD (7 1/3) RODS, TO THE SOUTHWEST CORNER OF ONE (1) SQUARE ACRE LYING IN THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION NUMBER TEN (10), RUNNING THENCE WEST TO A POINT WHICH WOULD BE THE CENTER OF MONTGOMERY STREET IN THE CITY OF SEDALIA, IF EXTENDED SOUTH IN THE DIRECTION IT NOW RUNS THROUGH JACKSON AND MONTGOMERY'S ADDITION TO THE CITY OF SEDALIA, THENCE SOUTH ALONG THE CENTER OF SAID MONTGOMERY STREET TO THE CENTER LINE RUNNING EAST AND WEST THROUGH SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION NUMBER TEN (10) THENCE WEST TO THE PLACE OF BEGINNING.

ALSO, ONE (1) ACRE IN A SQUARE IN THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION NUMBER TEN (10) IN TOWNSHIP NUMBER FORTY FIVE (45) NORTH OF RANGE NUMBER TWENTY ONE (21) WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE COUNTY OF PETTIS AND STATE OF MISSOURI.

2211 S MARVIN – BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, IN TOWNSHIP 45 NORTH, OF RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN, SEDALIA, PETTIS COUNTY, MISSOURI, 155.00 FEET

NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 177.00 FEET; THENCE SOUTH 88°07' EAST 330.00 FEET; THENCE NORTH 331.97 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 88°07' EAST ALONG SAID LINE 330.11 FEET TO A POINT 590 WEST OF THE CENTERLINE OF ENGINEER AVENUE; THENCE SOUTH 0°14'20" WEST PARALLEL WITH SAID ENGINEER AVENUE, 509.17 FEET TO A POINT 155 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 88°07' WEST 658.02 FEET TO THE POINT OF BEGINNING, SUBJECT TO STREET RIGHT-OF-WAY AND EASEMENTS OF RECORD.

The public hearing will be held to consider the re-zoning application for the above described tracts. Hearing will begin at 5:30 pm on Wednesday, August 2, 2023 and any interested persons or property owners are invited to attend.

For any additional information regarding this re-zoning, please contact the undersigned at the Municipal Building.

Respectfully,



John Simmons

Community Development Director

(660) 827-3000 x1115

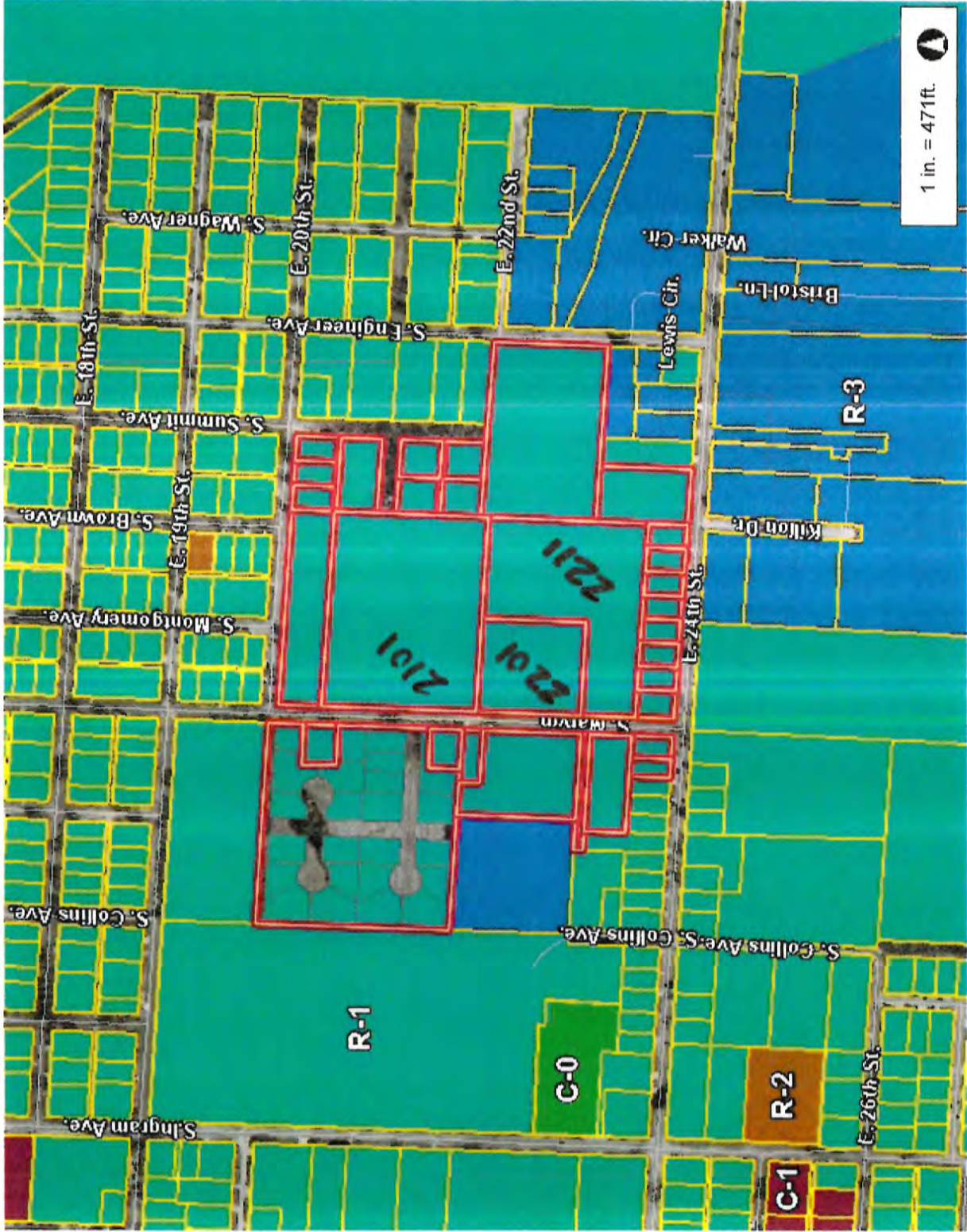
Sedalia, MO



Legend

- Parcel
- Roads
 - Other
 - State Hwy
 - US Hwy
- Corporate Limit Line
- Zoning
 - C-0
 - C-1
 - C-2
 - C-3
 - M-1
 - M-2
 - PUD
 - Parks and Open Space
 - R-1
 - R-2
 - R-3
 - leftover lines

Notes



1 in. = 471ft.

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

MEMO

To: Planning & Zoning Commission
From: John Simmons, Community Development Director
Date: July 25, 2023
Subject: 2101, 2201 and 2211 South Marvin
Applicant: Arlyn Swartzentruber – Countryview Properties, LLC

Description of Request: Applicant requests rezoning of the properties located at 2101, 2201 and 2211 South Marvin. Current zoning of the properties is R-1 Single Family Residential. The applicant is requesting a rezoning of C-1 Local Business for all three properties.

Land Use Review:

The property located at 2101 South Marvin contains 7.5 acres and is currently used for agricultural crop production and contains a single family dwelling.

The property located at 2201 South Marvin contains 2.52 acres with a single family dwelling and 2/3 of the property in crop production.

The property located at 2211 South Martin contains 5.19 acres and is 100% agricultural use with a timbered waterway cutting through the property.

In total, these three adjoining properties consist of 15.21 acres.

The adjacent properties surrounding the property are all zoned R-1 Single Family Residential with lots ranging from 8.2 acres to .22 acres. The area is dominated by single family homes and agricultural uses.

Staff Recommendation: Staff recommends the application for rezoning be denied for the following reasons:

1. The change of zoning from R-1 Single Family to C-1 Local Commercial is not compatible with the surrounding land uses.
2. The City of Sedalia Comprehensive Plans of 2021 and 2013 indicate that this Growth and Infill Area is designated as a conservation/stabilization area. “Conservation/Stabilization areas are the most dominant areas in Sedalia” and as such “need to be sustained in the current manner as well as protected from physical and economic deterioration.”
3. The request for rezoning is speculative and would not be in the general interest of the public. The C-1 designation would allow for commercial interruption of the existing residential nature of the neighborhood with a wide range of commercial permitted uses

that are best placed in existing commercial zones. It would also allow a higher density of residential development in an area developed with single family use.

This rezoning request should have be accompanied with a specific plan or development to be reviewed for compatibility with the neighborhood. As this request is speculative the surrounding owners are unable to determine the impact on their properties.

Should you have any questions or concerns regarding anything outlined in this advisory, please do not hesitate to contact me at 827-3000 or jsimmons@sedalia.com.

Office of the Mayor

TO: Members of City Council
FROM: Mayor Andrew Dawson
DATE: August 3, 2023
RE: New Appointments

I would like to make the following recommendations:

New Appointments:

BOARD/COMMITTEE	MEMBER	TERM
Animal Advisory Control Board		
	Jennifer Boatright	Completing Dana Gillig's Term Expiring 6/2024
Planning & Zoning Commission		
	Ian Shoemaker	Completing Connie McLaughlin's Term Expiring 6/2026

