



City Council Meeting Agenda
Monday, December 4, 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** – Andrew L. Dawson – Council Chambers
- B. PRAYER & PLEDGE OF ALLEGIANCE**
- C. ROLL CALL**
- D. SERVICE AWARDS**
 - 1. Jon Wilson – Equipment Operator II – Sanitation – 10 years of service
 - 2. Ashley Beck – Circulation Supervisor – Library – 5 years of service
- E. SPECIAL AWARDS/RETIREMENT AWARDS** – None
- I. APPROVAL OF PREVIOUS SESSION MINUTES**
 - A. Council Meeting – November 20, 2023
- II. UNFINISHED BUSINESS**
 - A. COMMUNITY DEVELOPMENT** – Chairwoman Rhiannon M. Foster; Vice Chairwoman Tina Boggess
 - 1. Grant Special Use Permit – Twilight Motors, LLC – 204 E. 24th Street (Postponed from November 20, 2023 City Council Meeting)

Council Discussion led by Chairwoman Foster
 - Call for Ordinance granting a special use permit to Nicholas A. Dilthey for a Car Dealership Business on property located at 204 East 24th Street in the City of Sedalia, Missouri – Mayor Dawson
- III. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES** - None
- IV. ROLL CALL OF STANDING COMMITTEES**
 - A. FINANCE / ADMINISTRATION** – Chairman Chris Marshall; Vice Chairman Jack Robinson
 - 1. Discussion – Consideration of moving Council to 4-Year Terms
 - B. PUBLIC SAFETY** - Chairman Jack Robinson; Vice Chairman Steve Bloess
 - 1. Strategic Planning Presentation – Fire Department (Matt Irwin, Presenter)
 - 2. Agreement – Software Purchase – Locality Media, Inc dba First Due– Fire Department – \$24,100.00

Council Discussion led by Chairman Robinson
 - Call for Ordinance Authorizing an agreement for report management solutions for the Sedalia Fire Department – Mayor Dawson
 - 3. Strategic Planning Presentation – Police Department (Matthew Wirt, Presenter)
 - 4. Budget amendment and Quotes – Police Department – Radios – \$27,173.00

Council Discussion led by Chairman Robinson

R Call for Resolution of the City Council of the City of Sedalia, Missouri, stating facts and reasons for the necessity to amend and increase the City’s annual budget for fiscal year 2024 – Mayor Dawson

O Call for Ordinance amending the budget for the fiscal year 2023-2024 and approving quotes for Police Radio purchases – Mayor Dawson

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

1. Agreement – Tree Re-Inventory – ArborPro - \$7,923.70

Council Discussion led by Chairman Oldham

O Call for Ordinance Authorizing an agreement for a tree re-inventory of approximately 2,006 City Park and Right-of-Way Trees – Mayor Dawson

2. Budget Amendment and Approval of New Job description – Part-time Flight Instructor

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 and adding a new Classification and Job Description regarding Airport Flight Instructor and Plane Rental – Mayor Dawson

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

1. Annexation – Highway H Property, LLC

Council Discussion led by Chairwoman Foster

O Call for Ordinance of the City of Sedalia, Missouri, approving and annexing an unincorporated area owned by Highway H Property, LLC, into the City of Sedalia, Missouri, adjacent and contiguous to existing corporate limits of said city – Mayor Dawson

2. Code Amendment – Animal Code

Council Discussion led by Chairwoman Foster

O Call for Ordinance of the City of Sedalia Amending the City Code Regarding animals – Mayor Dawson

V. OTHER BUSINESS

A. APPOINTMENTS – None

B. LIQUOR LICENSES

Renewal:

*Adam McMillin dba Walmart Store No. 219, 3201 West Broadway, Packaged Liquor and Sunday Sales - \$450.00

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

VII. GOOD AND WELFARE

VIII. 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), 3 (Personnel) 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

IX. BUSINESS RELATED TO CLOSED DOOR MEETING

A. Motion and Second to reopen regular meeting

B. Roll Call

C. Approval of Closed Door Meeting Items

X. 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.

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United States (Toll Free): 1 866 899 4679

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Access Code: 578-973-061

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

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

POSTED ON DECEMBER 1, 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, December 4, 2023, 6:30 p.m.

Unfinished Business In Community Development – The owner of the property at 204 East 24th Street submitted an application for a special use permit. The property is currently zoned as C-1 Local Business. Over the years, the business being conducted at this location has progressed to its current use of selling used automobiles and carport structures. C-1 Local Business zoning allowed the previous business use but does not allow for the current usage. The owner originally requested rezoning; however, staff recommended that a special use permit would be more appropriate in this case. The special use permit will allow them to continue their use as is, without opening up the neighborhood to potential later uses that would be more detrimental to the fabric of the surrounding residential area. The Planning and Zoning Commission reviewed the application and they, as well as staff, recommend approval. At the last meeting, consideration of this item was postponed to this meeting. The discussion in the committee meeting, giving rise to the motion to postpone, was that even if the special use permit is approved the carport that was constructed on the property did not meet the setback requirements. The property owner has been made aware of this and was working with his vendor to get the structure moved. However, as of the last meeting it had not been moved so the Council opted to delay consideration to this meeting to allow more time to bring the carport structure into compliance. They have now moved the structure and it has been inspected to confirm it meets the setback requirements.

Finance/Administration Committee – There is one item for consideration through the Finance / Administration Committee.

1. From time to time over the years, Council Members have inquired about the opportunity to change the terms from the current two years to four years. Legal has researched this and advise that there is a statute that allows Council to adopt an ordinance calling for an issue to be put on the ballot for the voters to consider this change. This time is set aside for Council to discuss if they, as a body, wish to pose this question to the voters.

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

1. Matthew Irwin, our Fire Chief, will continue this year's presentations of strategic planning for each department. Chief Irwin will present at this meeting an overview of the plans for the fire department.

As a reminder, I ask that in each of the individual presentations that they address the following four questions:

- a) Why is the service needed?
- b) Why should the City be doing it?
- c) What level of service are we providing now?

- d) How are we going to accomplish it? In other words, strategies going forward for services including any major budget requests related to new or expanded initiatives.

These presentations will all lead up to and set the stage for the Council strategic planning session on January 6th (the first Saturday in January). During this session, we review the highlights of each of these individual department strategic plans to bring them together into an overall plan for the City, to include setting relative priorities. This high-level direction from Council then becomes the basis for the budget development to match that strategy. We will then have budget work sessions February through March, culminating with a budget adoption the last meeting in March.

2. The manufacturer of the software package that we use to report on our responses to calls for service in the fire department has been purchased by another company and with the changes made by the new owner; this system no longer fits our needs. Therefore, staff has been reviewing options. Chief Irwin will make a presentation and recommendation for moving to a system that better fits our needs and includes additional features that will allow us to provide better services more efficiently.
3. Matthew Wirt, our Police Chief, will continue this year's presentations of strategic planning for each department. Chief Wirt will present at this meeting an overview of the plans for the Police Department.
4. The Police Department has applied for and was awarded two more grants that will offset the majority of the costs for four new dual band radios in patrol cars. The radios these will replace have far exceeded their useful lives. The grants will provide \$22,150.50 of the total cost of \$27,173.00 for these radios, leaving only a balance of \$5,022.50 to be covered by other funding. Staff recommends acceptance of the grants and approval of a budget amendment to formally appropriate the funding.

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

1. For the last several years, the City has been successful in obtaining a Tree Resource Improvement and Maintenance (TRIM) grant. These grants have primarily been used to offset the costs of contracting with a professional arborist to inventory and make assessments of the trees in the City right of ways and parks. This information is then used, in consultation with the arborist, to lay out a maintenance plan to manage these trees to maximize the benefits to the community, while minimizing hazards. Staff has requested bids for the project this year and received two proposals. After careful review, staff recommends the lowest best proposal is from ArborPro Inc.
2. As part of the ongoing strategy for offsetting the operational costs of the airport with user fees, Director Dodson has developed a rental plane arrangement along with a flight instruction program. As part of the implementation, staff pulled together a recommended job description and budget amendment for the flight instructor for your consideration.

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

1. At the last meeting, a public hearing was held to hear comments about the appropriateness of an annexation petition for property along HH at the North edge of town owned by Highway

H Properties LLC. No comments were received during the hearing, nor since then. Now that the required time period after the hearing has passed, Council can consider an ordinance to annex the property into the City. Staff recommends approval.

2. Staff has worked with legal to revamp our code sections dealing with animal control. This comprehensive rewrite greatly simplified the code making it easier to understand and apply. After adoption of the new code, it has come to our attention that there were a couple of fixes needed. First, the new code allowed certain animals to be kept in areas zoned agricultural. While the zoning code does contain provisions to zone areas as agricultural, there are not any such areas with this zoning designation. Thereby, the revised code giving reference to agricultural zones would have the effect of prohibiting keeping these animals that were intended to be allowed. Therefore, this revision removes the reference to agricultural zoning and provides a method to allow the animals intended to be allowed. Second, the Planning and Zoning Commission (P&Z) noticed there was a reference to allowing private stables in the zoning code. This created conflicting language between the zoning code and the new animal control code. This modification deletes that section in the zoning chapter. Staff recommends approval.



CITY OF SEDALIA, MISSOURI
CITY COUNCIL MEETING
NOVEMBER 20, 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, November 20, 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 (Present), Thomas Oldham (Absent), Chris Marshall (Present), Tina Boggess (Present), Bob Hiller (Present), Bob Cross (Present), Rhiannon Foster (Present), Steve Bloess (Present).

Public Hearing: Annexation Petition – Highway H Property LLC

Mayor Dawson opened the public hearing at 6:32 p.m. The purpose of the public hearing is to allow public comments regarding the annexation of property located at Highway 65 and Highway H owned by Highway H Properties, LLC.

Legal description for the property is as follows:

30.86 ACRES

ALL THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 46 NORTH, RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN, PETTIS COUNTY, MISSOURI, LYING EAST OF THE NEW EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 65 AND NORTH OF THE NORTH RIGHT-OF-WAY LINE OF MISSOURI STATE ROUTE "HH", MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 02°00'22" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, 417.52 FEET; THENCE SOUTH 87°00'34" EAST, 25.0 FEET, THENCE SOUTH 86°44'35" EAST, 64.93 FEET TO A POINT ON THE NEW EAST RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 65 AT CENTERLINE STATION 733+62.26 AND THE POINT OF BEGINNING; THENCE NORTH 02°03'59" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, 908.62 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AT CENTERLINE STATION 724+53.64; THENCE SOUTH 87°03'03" EAST, ALONG SAID NORTH LINE, 1211.21 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 02°01'13" WEST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, 1268.87 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID MISSOURI STATE ROUTE "HH"; THENCE NORTH 87°16'59" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 671.64 FEET, THENCE NORTH 02°00'22" EAST, 360.06 FEET, THENCE NORTH 86°44'35" WEST, 540.22 FEET TO THE POINT OF BEGINNING.

With no public comments, the public hearing closed at 6:33 p.m.

Proclamation – 50 Year Anniversary of the Municipal Building

Mayor Dawson read the following proclamation regarding the 50-Year Anniversary of the Municipal Building:

the City. Currently they have 19 local drivers and 13 office staff with an average hourly rate of \$17.18 plus benefits.

Proposal for upcoming year – Maintain fares at the same level, use contracted transportation to match federal funding, utilize federal funds, and City of Sedalia contribution of \$25,000 in operating subsidy.

Future of Public Transit in Sedalia – Because of funding coordination, Sedalia stands out as a rural community since not many cities provide 6-day service. Needs will significantly increase with the aging population of Baby Boomers. Funding is always a concern but thanks to Legislators, funding from the state has increased to levels not seen before. The greatest need is vehicles. The last new vehicle purchase was in 2019 and their fleet has been run past its useful life with many of their vehicles at 300,000 miles.

Financial Update: Finance Director Jessica Pyle stated that Sales and Use Taxes for fiscal year to date are up over prior year of \$222,000.00 or 1.9%. A 4% increase was budgeted and when compared to prior year results is a budget variance of \$249,000. That is growing month over month due to the downward trend in sales tax. In December, the City should be reporting on marijuana tax. Voters passed the 3% tax on marijuana and collection began in October 2023. Franchise tax increased over prior year at \$434,000 which includes the Charter settlement of \$377,000. Additional \$50,000 is Electricity tax. Transportation taxes are higher fiscal year to date as a result of Gas Tax being up 13.3% over prior year. Vehicle Sales Tax was trending up but has since flattened. We have collected some Property Taxes but the bulk of those are collected in December and January.

- The budget amendment and quote is for the purchase of detection and remediation services to enhance the City's Network security.

RESOLUTION NO. 2068 – 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 Foster, seconded by Bloess. All Present in Favor. Oldham was absent.

BILL NO. 2023-220, ORDINANCE NO. 11935 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2023-2024 AND APPROVING AND ACCEPTING A QUOTE FOR THE PURCHASE OF DETECTION AND REMEDIATION SERVICES was read once by title.

2nd Reading – Motion by Marshall, 2nd by Cross. All Present in Favor. Oldham was absent.

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

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

- The Budget amendment is for the purchase of a phase II study to evaluate the status of environmental issues that may need corrected in connection with the redevelopment of property at 600 and 125 North Harding.

RESOLUTION NO. 2069 – 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 Foster, seconded by Marshall. All Present in Favor. Oldham was absent.

BILL NO. 2023- 221, ORDINANCE NO. 11936 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2023-2024 REGARDING HARDING STREET GROUND TESTING was read once by title.

2nd Reading – Motion by Marshall, 2nd by Foster. All Present in Favor. Oldham was absent.

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

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

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

Strategic Planning Presentation – Animal Services

Animal Shelter Manager Randi Battson stated the Sedalia Animal Shelter has 49 dog kennels, 96 cat kennels and a “Wiggle Room” located behind the Shelter that allows dogs to exercise and develop social skills. The Animal Shelter is open Monday-Saturday 12 p.m. to 5 p.m. and Animal Control operates at a minimum from 1 p.m. to 5 p.m. Monday -Saturday.

Statistics (November – November)

2022 – Adoptions 511; Returned to Owners 197; Transferred 20; Euthanasia 29; Intake 807 animals

2023 – Adoptions 499; Returned to Owners 128; Transferred 30; Euthanasia 28; Intake 705 animals

Goals & Status for 2023:

Walking Trail – Mowing of the property has been corrected and maintained by parks. Construction on entrance has started.	Electronic Citations – Fully up and running for 2023 with 129 citations issued in 2022 and 217 citations issued in 2023.
Revision of Animal Code completed.	

2024 Goals:

- Add Animal Control Officer – Allows for more on call hours rather than emergency call out hours
- Resolve Flooring/Wall situation – Walls/Floors must be corrected to meet Missouri Department of Agriculture regulations
- Continue Trail improvements
- Ensure Community has access to Spay and Neuter services

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

Strategic Planning Presentation – Airport Department

Airport Director Derrick Dodson gave an overview of the Sedalia Regional Airport and goals for the upcoming year. The Airport handles 22-30 operations/day or 8,000 to 11,000 operations/year. The Airport has 2 runways, 18 hangars, 21-based aircraft and 4 privately owned hangars that are under a land lease with the City. The airport provides citizens and local businesses with air transportation and is essential to provide full service to local commerce. According to a 2012 MODOT economic impact study, the Sedalia Regional Airport has an annual economic impact of \$3.63 Million.

Grant Based Projects: July 2022 finished 65’ x 65’ box hangar and began utilizing for aircraft storage; rehabilitate North parallel taxiway and Northern 500’ of runway 18-36; conduct environmental assessment of wetlands and surrounding area for further South parallel taxiway project.

Other Projects: Upgrade fuel farm with electrical upgrade; work with sign shop on new signs for the Airport; hard line for self-serve pump; upgrade storage area by installing garage door; remodel old terminal building into a two-bedroom suite/private pilot lounge.

Goals:

- Provide safe and efficient service to all customers.

- Service more transient traffic. As an FBO (service and fuel supplier) customers receive best possible service. The Airport takes care of every flight from start to finish and as a City-owned service is more competitive than a privately-owned provider. The Airport implemented contract fueling options.
- Increase aircraft maintenance business. The Airport took possession of the former Pro-Energy hanger in January 2021. The hangar came with a ground power unit. The hangar brought 2 business aircraft to the Airport (1 Jet and 1 large twin-engine piston). The hangar gives the Airport the ability to hangar aircraft overnight. The Airport implemented fees for Jet and Turboprop aircraft.
- Add an additional position for A & P mechanic.
- Work towards establishing flight instruction at the Airport and providing a rental plane or establish a flight club for students and pilots.

➤ The quote from Red Equipment is for the purchase of a remote-control mower for use by the Street Department. Cost \$67,762.50.

BILL NO. 2023-222, ORDINANCE NO. 11937 – AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FOR THE PURCHASE OF AN RC MOWER TO BE UTILIZED BY THE STREET DEPARTMENT was read once by title. 2nd Reading – Motion by Foster, 2nd by Marshall. All Present in Favor. Oldham was absent. Final Passage – Motion by Robinson, 2nd by Foster. All Present in Favor. Oldham was absent. Roll Call Vote: Voting “Yes” were Robinson, Marshall, Boggess, Hiller, Cross, Foster and Bloess. No one voted “No”. Oldham was absent.

➤ The Budget Amendment is for the purchase of two trucks to be utilized by the Water Department. RESOLUTION NO. 2070 – 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 Robinson, seconded by Marshall. All Present in Favor. Oldham was absent.

BILL NO. 2023-223, ORDINANCE NO. 11938 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2023-2024 REGARDING WATER DEPARTMENT TRUCK PURCHASES was read once by title. 2nd Reading – Motion by Foster, 2nd by Cross. All Present in Favor. Oldham was absent. Final Passage – Motion by Foster, 2nd by Marshall. All Present in Favor. Oldham was absent. Roll Call Vote: Voting “Yes” were Robinson, Marshall, Boggess, Hiller, Cross, Foster and Bloess. No one voted “No”. Oldham was absent.

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

Strategic Planning Presentation – Community Development

Community Development Director John Simmons and Chief Building Official Devin Lake presented the strategic plan for Community Development. The Department is comprised of Development and Building Services. Community Development works with Economic Development to create jobs, stimulate local economy, increase tax base for critical City services and maintain and improve the City’s appearance which helps with recruitment, bond issuance and credit ratings.

Housing Initiatives: 353 Redevelopment Corporation to provide tools, preservation credits, Neighborhood Associations and community improvement districts for areas needing improvements; developed tax abatement guidelines and process; Historic Districts – multi-phase reconnaissance survey; Phase III grant submission for design guidelines, integrate with 353 incentives, designate local landmarks for future grant programs, Paul Bruhn Grant (10 sub-grants); Lien clearance; property management; Planning and Zoning.

Comprehensive Plan: Completed August 2021; annual review of Implementation Matrix by Planning and Zoning, City Council and departments.

Downtown: Focus on cleanliness, sidewalks, alley lighting, depot connections; Wayfinding signs and Downtown Parking lots; Missouri Main Street PEP Grant (Finishing year 2 of 2) and became the first city led initiative for a Main Street Program in the state of Missouri; ongoing façade program; special events; developer attraction; Christmas lighting.

<u>New & Continued Events</u>	<u>Partnerships</u>
St. Patrick's Day	Alley Activation & Murals
4 th of July	
Halloween	
Thanksgiving Lighting	
Christmas Parade	
Shop Local	
Gift Your City (city-wide)	
Small Business Saturday (city-wide)	
First Thursdays, Cookie crawl, Witches	
Night out, Scott Joplin, Ukrainian	
Festival, Festival Latino	

Initiatives/Goals: Grant focus; Reactivate Wayfinding; Katy Trail assessment and use; Real Estate Management.

Code Enforcement and Building Department

Chief Building Official Devin Lake stated the purpose of Code Enforcement is safety. They provide a reasonable level of safety, health and general welfare through structural strength, reasonable level of life safety and property protection and a reasonable level of safety to fire fighters and emergency responders during emergency operations.

Building Department Improvements: Implementing electronic plan reviews by April 1, 2024; Lodging Inspections (Now recognized for facilities to obtain state of Missouri lodging license); Reviewing 2021 codes for adoption by April 1, 2024; Incentivized training to promote and retain certified staff.

The largest incentive for the Building Department in FY 2025 is to conduct the Decennial Downtown Commercial District Inspections. An RFQ is currently out to select an engineer to complete the task and a letter has been sent out to everyone in the district letting them know it will be happening.

Code Enforcement: Continued/Newly Implemented Improvements: Proactive Enforcement; Actively escalate non-compliant properties to court; 10-day compliance timeframe; Administrative Search warrants; Special Tax assessments; Incentivized Training to promote and retain certified staff.

- Granting a Special Use Permit to Twilight Motors, LLC – City Administrator Kelvin Shaw stated that the owner had built a carport that is too close to the property line and doesn't meet setbacks. He had been asked by Planning and Zoning to move it, but he has not completed the move. The owner is working with a vendor to complete the job. Once completed, City Council can then consider the Special Use Permit. Item was postponed to the December 4, 2023 Council meeting on motion by Foster, seconded by Boggess. All present in Favor. Oldham was absent.
- The Master Services agreement with Eagleview is for Aerial Photography. In September City Council accepted a quote for providing services, however, staff interpreted the quote as \$225,900 to include all three fly-overs during the 6-year period. Upon review and discussion with the vendor, the amount was stated as per project with the vendor intent to be each fly over. The total is now \$305,199.

BILL NO. 2023-224, ORDINANCE NO. 11939 – AN ORDINANCE AUTHORIZING A MASTER SERVICES AGREEMENT FOR AERIAL PHOTOGRAPHY SERVICES was read once by title.

2nd Reading – Motion by Foster, 2nd by Bloess. All Present in Favor. Oldham was absent.

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

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

APPOINTMENTS: None

BIDS: None

LIQUOR LICENSES: None

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:

Councilman Hiller stated that the Motorcycle Association had four charities that they wished to give to from the proceeds received during their fundraising ride. The D.A.R.E. program was selected as one of those charities. Councilman Hiller presented a \$250.00 check to Police Chief Matt Wirt.

Councilman Bloess reminded everyone about the Thanksgiving downtown lighting ceremony and encouraged all to attend.

City Administrator Kelvin Shaw introduced Fred Yates, new Asset Management Director for the City.

City Administrator Kelvin Shaw expressed his appreciation for the opportunity to attend the Association for Defense Community Forum. One area identified for improvement was welcoming our airmen to the community.

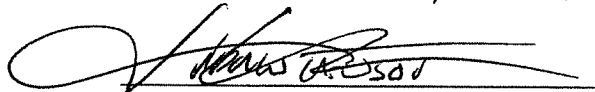
GOOD & WELFARE:

Rene Vance, 19813 Tanglenook, representing the Sedalia Senior Center, announced that the annual Christmas Tree auction has been cancelled for this year due to timing for pre-lit trees. Next year she encouraged City Council to sponsor a tree.

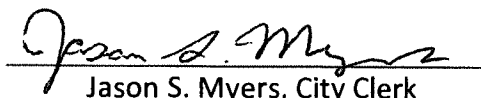
The meeting adjourned at 8:10 p.m. on motion by Foster, seconded by Marshall to a closed-door meeting in the upstairs conference room pursuant to subsections 1 (Legal Advice), 2 (Real Estate), and 12 (Negotiated Contracts) of Section 610.021 RSMo. Roll Call Vote: Voting “Yes” were Robinson, Marshall,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

The regular meeting reopened and closed at 9:12 p.m. on motion by Foster, seconded by Bloess. All Present in Favor. Oldham was absent.

THE CITY OF SEDALIA, MISSOURI



Andrew L. Dawson, Mayor



Jason S. Myers, City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO NICHOLAS A. DILTHEY FOR A CAR DEALERSHIP BUSINESS ON PROPERTY LOCATED AT 204 EAST 24TH STREET IN THE CITY OF SEDALIA, MISSOURI.

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

Section 1. The Planning and Zoning Commission of the City of Sedalia, Missouri, upon the application, hereinafter described of Nicholas A. Dilthey has recommended by a vote of 7 Yes 0-No and one Abstaining with 2 members absent, that his Special Use Permit application be granted for a car dealership business on said location. This recommendation was made after publication of notice on August 17, 2023 in The Sedalia Democrat as required by the ordinances of the City of Sedalia, Missouri and the laws of the State of Missouri, a full public hearing on October 4, 2023 to consider the application, and upon the hearing and examination of the application by the said Planning and Zoning Commission on October 4, 2023 and November 8, 2023.

Section 2. The said real estate mentioned in Section 1 hereof is described as follows:

SEE ATTACHED EXHIBIT A

Section 3. The Council determines that the proposed use is compatible with the surrounding neighborhood and authorizes the applicant to proceed with obtaining necessary licenses and documentations as needed to place said car detail business on said site.

Section 4. This ordinance shall take effect and be in full force from and after its passage by the City Council and approval by the Mayor.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 4th day of December, 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 4th day of December, 2023.

Andrew L. Dawson, Mayor

Attest:

Jason S. Myers
City Clerk

EXHIBIT A

LEGAL DESCRIPTIONS

204 East 24th:

LOTS TWENTY-TWO (22), TWENTY-THREE (23), TWENTY-FOUR (24) AND TWENTY-FIVE (25) IN LAWNDALE ADDITION, AN 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

Special Use Permit

DO NOT WRITE IN THIS SPACE	
Date of Public Hearing	
Date Submitted	<u>7-21-23</u>
Date Advertised	
Date of Mailing	
Checked By	
Commission Action	
Council Action	

1. Applicant's Name Nicholas A. Dilthey *(660-287-6069 ND)*
2. Applicant's Address 204 East 24th Street, Sedalia
3. Telephone Number (Home) (660) 473-3555 (Business) (660) 826-6907
4. Present Zoning C-1 Requested Zoning C-3 ND
5. Legal Description of property requested to be rezoned, with street address or location:
LOTS TWENTY TWO (22), TWENTY THREE (23), TWENTY FOUR (24) AND TWENTY FIVE (25) IN LAWNDALE ADDITION, AN ADDITION TO THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI.

6. Area of subject property, square feet and/or acres 0.54 acres
7. Present Use of subject property Used Car Dealership
8. Desired use of subject property Used Car Dealership
9. What is the present use of the adjoining properties? North Residential
South Residential East Residential West Residential
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 N. Has base flood elevation been established? _____
If yes, please explain how such elevation was determined. _____

13. Public Utilities available at site: Sewer _____ " at _____
Water _____
at _____
Natural Gas _____ " at _____
Electric _____
at _____

14. Exhibits furnished _____
15. *(Signature)* 204 E 24th St
Signature of Applicant Address of Applicant
16. Relationship of applicant to property: Owner Agent _____
17. Other _____
(Explain)



BAKER LEGAL SERVICES

412 South Ohio, Suite D, Sedalia, Missouri 65301
bakerlegalservices@gmail.com—660.287.3098

July 18, 2023

City of Sedalia
Planning & Zoning Commission
200 South Osage Avenue
Sedalia, Missouri 65301

Re: Request for Rezoning
204 East 24th Street

To whom it may concern,

Twilight Motors LLC has operated as a used car dealership at 204 East 24th Street since its formation in January 2019. When it purchased its current lot, it did so with the understanding that it would be permitted to operate a used car dealership at this address. For the next several years, it has in fact operated a used car dealership here without any issue. Twilight Motors first discovered that its lot was not properly zoned when it received a citation in May of this year. I have been hired by Twilight Motors to help address its issues with zoning.

With this letter, please find enclosed a zoning application and payment in the amount of \$350 to process the application. Twilight Motors LLC is currently on a lot zoned as a C-1 district and requests its lot to be rezoned as a C-2 district.

Twilight Motors over the past several years has enriched the City of Sedalia both in the tax revenue it generates and in the service it provides to the local community. For a business to succeed, it must provide a value to its customers over and above the amount it takes from its customers. If I

buy a used car for \$5,000, I am buying this car because I believe the car is worth more to me than the \$5,000 I am giving up for it. A business that takes more from its customers than it provides in value cannot survive for very long. If I find out the car I paid \$5,000 for is only worth \$3,000, then I will feel cheated and will not go back.

By selling used cars, Twilight Motors doesn't just serve its own customers, but the community as a whole. Saving money on a used car allows a person to spend more money elsewhere. Extending the life of vehicles by repairing and reselling the vehicles helps put a downward pressure on the price tag of all vehicles. Conversely, restricting the market for used vehicles by closing down used car dealerships would drive up vehicle prices and would make it harder to buy and sell cars in Sedalia.

Among a segment of our community, the lack of reliable transportation is a significant impediment towards employment and self-sufficiency. It may not be the only reason a person cannot work, but it may be a significant factor in some cases. Our community can only benefit by businesses helping to provide a robust market for used cars.

In requesting a zoning change, Twilight Motors is not proposing to fundamentally change how it conducts its business. The character of the neighborhood and the flow of traffic on the roads should not change in any meaningful way. Changing the zoning of the lot on which Twilight Motors conducts its business will not have any visible impact on the community. Before the zoning change, Twilight Motors operated a used car dealership and after the zoning change it will continue to do so.

Indeed, the character of this neighborhood would only change if this zoning request is denied. A once productive lot will be vacant if Twilight Motors is prohibited from operating its business. Moreover, this property contains a large gravel lot with a small building. It is set up as a car dealership. If Twilight Motor's zoning application is denied, not only would the lot be vacant, but it would require a significant amount of work

to make the property marketable again. Whoever purchases this property would have to change it from a used car lot to some other purpose.

Finally, Twilight Motors is located on a street that hosts a number of other large parking lots and other public accommodations. Twilight Motors is located in between Katy Park and Centennial Park on 24th Street. In between these parks are: New Covenant Baptist Church, Antioch Fellowship, Evangelic Word, Real Life Church, Sedalia Bible Church, Freedom House, Read Memorial Christian Center, Bristol Manor, Loving Arms Assisted Living and the Sedalia Housing Authority. In addition, traffic from the Sedalia Middle School naturally feeds into 24th Street by way of Collins Street.


The impact Twilight Motors may have on the traffic on 24th Street is nominal by comparison.

Thank you for taking the time to review this application. Please do not hesitate to let me know if there is anything you may need from me or my client.

Sincerely,


Daniel Baker

I, Nicholas Dilthey, am the person applying to amend the zoning classification of 204 East 24th Street. I am the owner and operator of Twilight Motors LLC. I have hired Daniel Baker to help me with the zoning application process. Please feel free to discuss any matters concerning the rezoning of this property with him as if you were talking directly with me.


Nicholas Dilthey



Let's Cross Paths

City of Sedalia

200 S. Osage

Sedalia, MO 65301

(660)827-3000 www.cityofsedalia.com

September 21, 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 Special Use Permit for the following purpose and described tract of land:

PURPOSE OF SPECIAL USE PERMIT:

Used Car Dealership

PROPERTY ADDRESS:

204 E 24TH, SEDALIA, MO – LOTS TWENTY TWO (22), TWENTY THREE (23), TWENTY FOUR (24) AND TWENTY FIVE (25) IN LAWNSDALE ADDITION, AN ADDITION TO THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI.

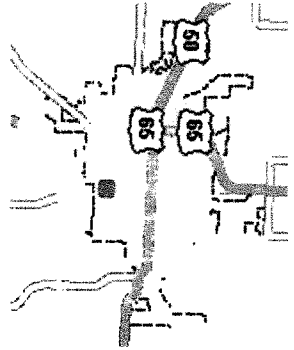
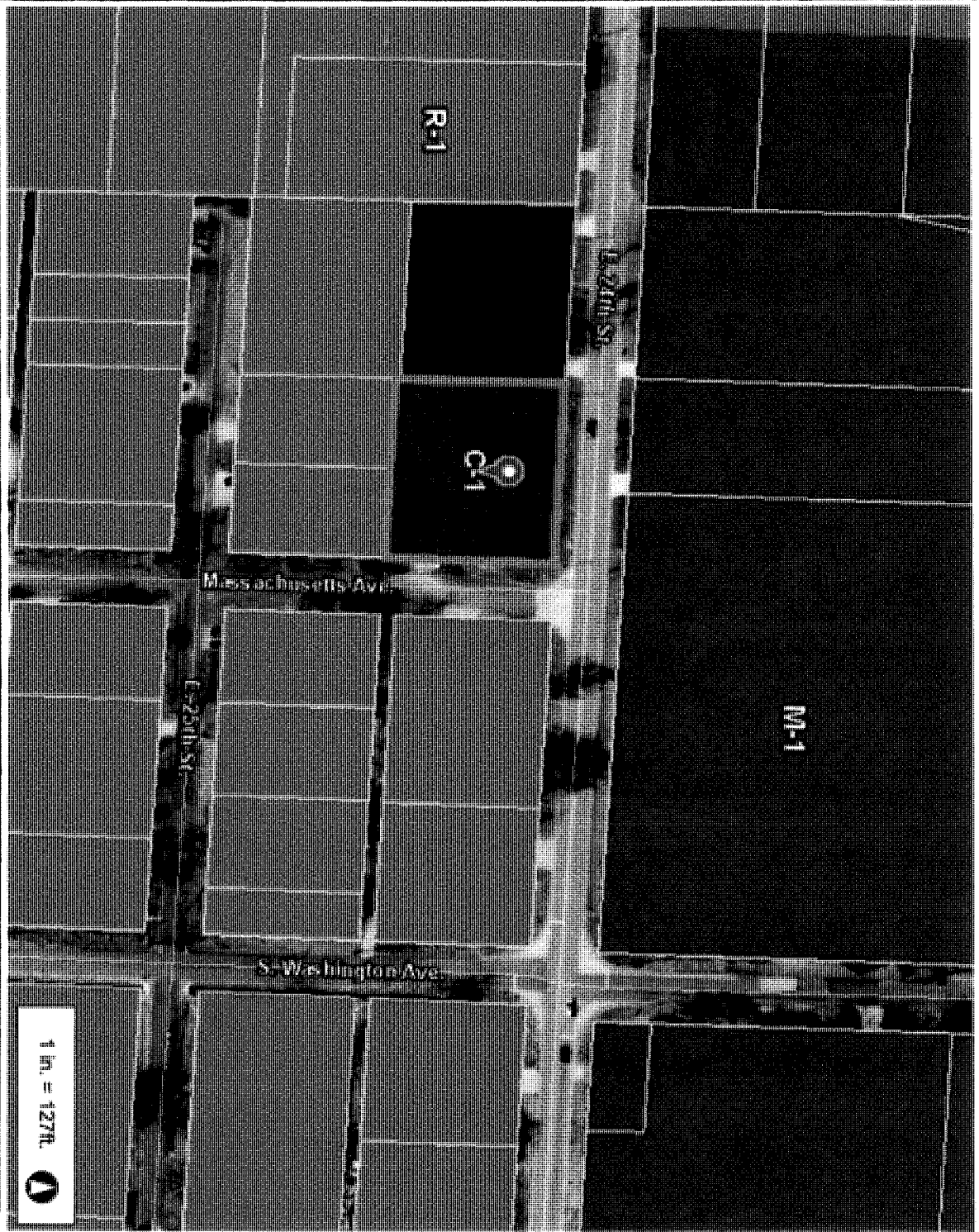
The public hearing will be held to consider the Special Use Permit for the above-described tract. Hearing will begin at 5:30 pm on Wednesday, October 4, 2023, any interested persons or property owners are invited to attend. For any additional information regarding this special use permit, please contact the undersigned at the Municipal Building.

Respectfully,

A handwritten signature in black ink, appearing to read "John Simmons". The signature is written in a cursive, flowing style.

John Simmons
Community Development Director
City of Sedalia
jsimmons@sedalia.com
(660) 827-3000 x1115

Sedalia, MO



Legend

- Parcel
- Roads
 - State Hwy
 - US Hwy
 - Other
- 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/lives

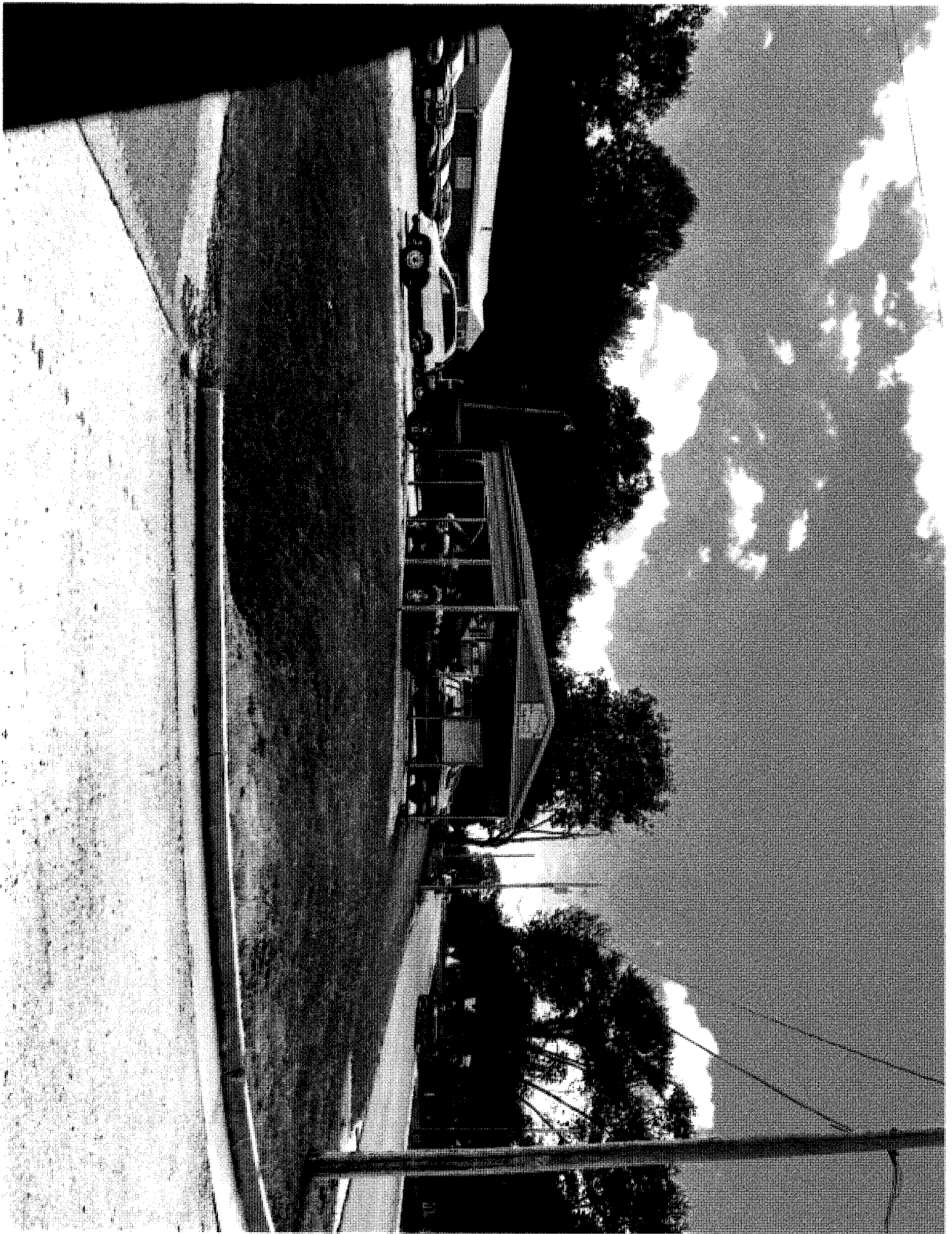
Notes

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.

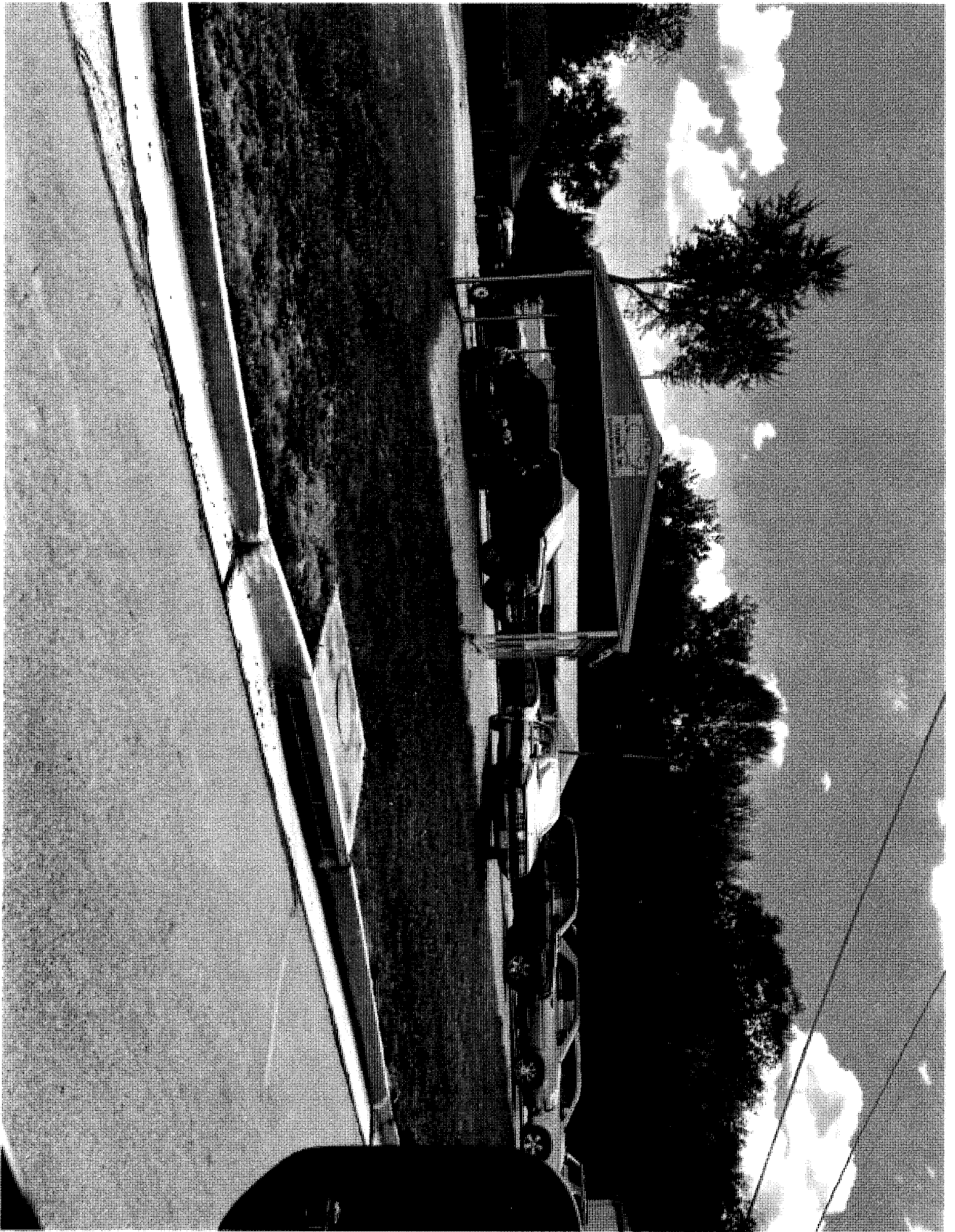
THIS MAP IS NOT TO BE USED FOR NAVIGATION

1 in. = 127 ft.

254.9
0
127.43
254.9 Feet







MEMO

To: Planning & Zoning Commission
From: John Simmons, Community Development Director
Date: September 27, 2023
Subject: 204 East 24th Street
Applicant: Nicholas A. Dilthey

Description of Request: Applicant requests a special use permit for the property located at 204 East 24th Street. Current zoning of the properties is C-1 Local Business. The applicant is requesting a special use permit to continue the use of the property for automobile sales.

Land Use Review:

The property located at 204 East 24th Street 0.539 acres and is currently used for the sale of used automobiles and carport structures. This use is in conflict with the zoning and the applicant has received notice of violation of the city code.

In reviewing the ownership and use history of the property, it was revealed that a commercial buildings was erected in 1977 and housed an automobile/implement service. The current property owner had been selling used automobiles at this location since 2019 until code enforcement inspection revealed that this was in violation of the zoning code. At that time, a violation letter was sent to the property owner and their business license was suspended.

Applicant submitted a rezoning application for the September Planning and Zoning meeting, but the meeting was canceled due to lack of a quorum. The staff recommendation at that time was to deny the rezoning to C-3 Commercial that zoning class is too broad and is not compatible with the single family composition of the surrounding land uses. Staff recommended that a special use permit be applied for instead at the October 2 meeting as the special use permit is tied to the applicant and not the land. Should the land change hands, the special use ceases.

The property to the north is zoned M-1 Light Industrial with a single family dwelling. The property to the east, south and west is zoned R-1 Single Family Residential with single family dwellings.

Staff Recommendation: Staff recommends the application for a special use permit be approved for the following reasons:

1. The used car lot is not obtrusive to the neighborhood and the use does not increase traffic or intensify land use when compared to previous uses of the C-1 Local Business property. The proposed use is not an intensive use of the property. Although the auto sales use is typically a C-3 Commercial use, it is not a heavy traffic creator, particularly due to the size of the operations.

2. The City of Sedalia Comprehensive Plans of 2021 and 2013 indicate that this Urban Development 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 use would be attached to the applicant and not the land. Should the applicant ever sell the property the use would be invalidated whereas with a rezoning to C-3 Commercial, other uses intrusive to residential neighborhoods would be allowed.

Under Article V of the City of Sedalia’s zoning code, “automobile or trailer sales rooms or yards, other than premises where used vehicles are dismantled” are eligible to apply for a Special Use Permit.

Staff makes this recommendation based on including the following stipulations in the special use permit:

1. Applicant must maintain the property in compliance with the International Property Maintenance Code;
2. City may revoke special use permit upon violation of the IPMC.
3. Sale of goods on the lot is limited to used vehicles. Any other use of the exterior of the property is prohibited.
4. Preparation of sale of vehicles must be conducted inside the building and not on the exterior.

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.

MEMO

To: Planning & Zoning Commission
From: John Simmons, Community Development Director
Date: September 27, 2023
Subject: 204 East 24th Street
Applicant: Nicholas A. Dilthey

Description of Request: Applicant requests a special use permit for the property located at 204 East 24th Street. Current zoning of the properties is C-1 Local Business. The applicant is requesting a special use permit to continue the use of the property for automobile sales.

Land Use Review:

The property located at 204 East 24th Street 0.539 acres and is currently used for the sale of used automobiles and carport structures. This use is in conflict with the zoning and the applicant has received notice of violation of the city code.

In reviewing the ownership and use history of the property, it was revealed that a commercial buildings was erected in 1977 and housed an automobile/implement service. The current property owner had been selling used automobiles at this location since 2019 until code enforcement inspection revealed that this was in violation of the zoning code. At that time, a violation letter was sent to the property owner and their business license was suspended.

Applicant submitted a rezoning application for the September Planning and Zoning meeting, but the meeting was canceled due to lack of a quorum. The staff recommendation at that time was to deny the rezoning to C-3 Commercial that zoning class is too broad and is not compatible with the single family composition of the surrounding land uses. Staff recommended that a special use permit be applied for instead at the October 2 meeting as the special use permit is tied to the applicant and not the land. Should the land change hands, the special use ceases.

The property to the north is zoned M-1 Light Industrial with a single family dwelling. The property to the east, south and west is zoned R-1 Single Family Residential with single family dwellings.

Staff Recommendation: Staff recommends the application for a special use permit be approved for the following reasons:

1. The used car lot is not obtrusive to the neighborhood and the use does not increase traffic or intensify land use when compared to previous uses of the C-1 Local Business property. The proposed use is not an intensive use of the property. Although the auto sales use is typically a C-3 Commercial use, it is not a heavy traffic creator, particularly due to the size of the operations.

MEMO

To: Mayor Andrew Dawson and Sedalia City Council
From: John Simmons, Community Development Director
Date: November 14, 2023
Subject: Special Use Permit Application
204 East 24th Street
Nicholas Dilthey

Description of request: Special use permit application for automobile sales in C-1 Local Business Zoning located at 204 East 24th Street by Nicholas Dilthey

Please see the attached minutes (labeled “P&Z Meeting Minutes”) from the September 1, October 4 and November 8, 2023 Planning and Zoning Commission meetings. These minutes show the progression of the case from a rezoning request to a special use permit application at the September 1 meeting, the tabling of the request at the October 4 meeting for more information and the recommendation of approval of the request at the November 8 meeting.

I have also included the staff recommendations (labeled “P&Z Staff Recommendations”) for the rezoning and special use permit applications as the case progressed.

At the November 8, 2023 Planning and Zoning Commission meeting the Commission recommended the approval of the special use permit application for council consideration at the November 20, 2023 council meeting by a vote of seven in favor, one abstention and two absent.

Should you have any questions or concerns regarding anything outlined in this memo please do not hesitate to contact me at 827-3000.



Let's Cross Paths

PLANNING & ZONING COMMISSION

Wednesday, November 8, 2023

Council Chambers

5:30 pm

Planning & Zoning Commission

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

STAFF:

Kelvin Shaw

John Simmons

Devin Lake

- Tolbert Rowe, Chairman, called the meeting to order at 5:30 pm.
- Roll Call

The minutes from the October 4th meeting were presented for approval. Amendments were made to indicate that both Anne and Teresa were present. Anne Richardson made a motion to accept the minutes with changes, which was unanimously approved

➤ **New Business**

- **Rezoning Code Amendment (Animal Control):** The commission discussed the necessity to remove a remnant in zoning related to animal control, not addressed in the recent city council update. A motion was made to remove the provisions for "private stable" from section 6437-B11C, aligning with Chapter 8 of the Animal Code. This motion was put forward by Jerry Ross, seconded by Anne Richardson and subsequently unanimously approved.

➤ **Old Business**

- **Rezoning Application for 204 E 24th:** The commission revisited a tabled public hearing from October 4th regarding a special use permit application for automobile sales at 204 East 24th Street. CBO Devin Lake provided an update on compliance issues, including a permit for a carport and zoning setbacks. Michael Comer of 305 West Cooper addressed the commission

regarding a personal vehicle on the property. Further public commentary was provided by a resident, Vaughn Loomis of 300 East 24th Street, advocating for future residential zoning considerations in the area.

The motion to approve the special use permit for 204 East 24th Street was made by Jerry Ross and seconded by Anne Richardson. The vote was conducted with one abstention from Chris Marshall, citing a personal connection. The motion passed 7 (seven) in favor, 1 (one) abstaining and will proceed to the City Council for final approval on November 20th.

➤ **Announcements**

- The commission noted that no further applications are pending, indicating a potentially quiet December meeting. The deadlines for rezoning applications for the December meeting have passed. Season's greetings were extended, and a reminder was given for the next City Council meeting.

➤ **Adjournment**

- The meeting was adjourned with a motion from Jerry Ross and a Second from Teresa McDermott, with members reminded to attend the upcoming City Council meeting for further discussions on the special use permit.

EXCERPT FROM THE OCTOBER 4, 2023 PLANNING AND ZONING COMMISSION MEETING

Open Public Hearing- 204 E 24th Street. Special Use Permit application from Nicholas Dilthey.

Public Hearing opened at 6:27 p.m. John Simmons indicated the property is currently zoned C-1. Applicant had originally requested rezoning to C-3, staff recommended after the cancelled September meeting, that this would be better served as a Special Use Permit. C-3 is too broad of a category to allow that zoning in that area.

Nicholas Dilthey, owner was present for the meeting. He purchased this property in 2017 and has been selling cars ever since. Hasn't had any problems, no complaints. Ever since he was growing up there has always been a car business there. Just purchased the property knowing he could sell cars there and now all of a sudden it's become a problem. That business is what supports his family and supports Sedalia by the revenue it brings in. Val wanted to know if he's had the license to sell cars there. Nick said he's had city license there for the last five years. He bought the property knowing he could sell vehicles there.

Gary Lahmeyer of 201 E 24th Street spoke and he has two properties across the street and have been there for probably 70 years. This property has always been a car lot or retail lot. He has no complaints or problems with the place and to his knowledge none of his neighbors have any complaints.

John said he did receive one phone call before the September meeting for the rezoning application, property owner across the street to the north was opposed to it.

The public hearing closed at 6:32. John said in the packet was a letter from Baker Legal Services, Daniel Baker, on behalf of the applicant. John also drove past the property in mid-September & took some pictures of the property. Applicant requests Special Use Permit to continue the use of the property for automobile sales. Currently used for the sale of used automobiles and carport structures. This use is in conflict with the zoning and applicant has received a notice of violation of the city code. In the last few years have changed the way of communication between departments. He was issued a business license before code enforcement noticed was in conflict of zoning ordinance. Commercial building was erected in 1977 and housed an automobile implement service. Current owner has been selling automobiles since 2019 until code enforcement revealed this was in violation of the zoning code. Applicant submitted rezoning application for the September Planning & Zoning meeting but that meeting was cancelled due to lack of quorum. The recommendation at that time was to deny the rezoning to C-3 commercial. Staff recommended that a Special Use Permit be applied for as a special use permit is tied to the applicant and not the land. Should the land change hands, the special use permit ceases. The new owner has the opportunity to approach the board for another special use permit. Staff recommends the application for the Special Use Permit be approved due to the used car lot is not obtrusive to the neighborhood and does not increase traffic; the use would be attached to the applicant and not the land. Should the applicant ever sell the property the use would be invalidated whereas with rezoning to C-3 Commercial, other uses intrusive to residential neighborhoods would be allowed. Under Article V of the City of Sedalia's zoning code, "automobile or trailer sales rooms or yards, other than premises where used vehicles are dismantled" are eligible to apply for a Special Use permit. Making this recommendation with some stipulations. Building Official, Devin Lake explained the conditions she's concerned with. Code Enforcement issued a violation letter for motor vehicles in February 2023, accumulation of trash & rubbish & zoning violation. To date the motor vehicles & zoning is still not

compliant. The trash & rubbish has been taken care of. Also realized the carport constructed there did not obtain a building permit to be constructed there so a new violation letter was sent out last week. He has appeared in municipal court for these violations so seeing that the property is still in violation of the International Property Maintenance Code staff has made the recommendation of stipulations of this special use permit including: occupant must maintain the property in compliance with the International Property Maintenance Code; City may revoke special use permit upon violation of that code; sale of goods on that lot is limited to used vehicles, any other use of the exterior of the property is prohibited and preparation of sale of vehicles must be conducted inside the building and not on the exterior: Devin's recommendation all of these must be in compliance within 30 days. Mayor Dawson asked if there is any type of notice if found in violation or does the revocation happen automatically?

Devin said if found in violation again they would be issued another violation letter & per code they have 10 days to take care of the issue. Rhonda said he's selling carports as well. Devin said the sale of carports would be prohibited. Devin said there would be an appeals process for the revoking of the business license because of the revoking of the special use permit from having violations. John said the case of the carport is there was no building permit for it. Nick said he didn't know he had to have a permit. Devin said since this violation has been open since February that's why her recommendation would be that all those violations need to be corrected within 30 days. Ann said she doesn't feel comfortable having all these questions.

Terry said her question is that he has to maintain his property according to the International Property Maintenance Code is the owner aware of everything entailed in this IPMC? Devin said it's available on our City's website. John said the violations he received in the past are what the concern is. Terry said she just didn't know if there is anything else in there that he may not be aware of that might just pop up. Nick said the carport is just for display. It is anchored to the ground. Nick sells the carports for Coast to Coast. He didn't know you had to have a permit for this carport. Mr. Saker asked if it's possible to get a carport to keep it. Devin said as long as a sale isn't occurring and as long as it meets all the setbacks that would have been addressed during the building permit process. Not moving carports in & out, used as a display building only. Jerry Ross made a motion to table for 30 days, seconded by Rhonda Ahern for Mr. Diltney to come into compliance with these issues.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN AGREEMENT FOR REPORT MANAGEMENT SOLUTIONS FOR THE SEDALIA FIRE DEPARTMENT.

WHEREAS, The City of Sedalia, Missouri, has received an agreement from Locality Media, Inc., dba First Due, a Delaware Corporation, for report management solutions for the Sedalia Fire Department; and

WHEREAS, under the terms of the agreement, the City of Sedalia shall pay the sum and amount not to exceed Twenty Four Thousand One Hundred Dollars (\$24,100.00) to First Due 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, Sedalia and Locality Media, Inc., dba First Due, in substantively the same form and content as the agreement has been proposed.

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

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

Section 4. This ordinance shall 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 4th day of December, 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 4th day of December, 2023.

ATTEST:

Andrew L. Dawson, Mayor

Jason S. Myers
City Clerk



AGREEMENT FOR SERVICES

This Agreement for Services (this "Agreement") dated as of **December 31, 2023** (the "Effective Date") is made by and between Locality Media, Inc dba First Due a Delaware corporation, having offices at 107 7th St, Garden City, NY, 11530 ("Locality Media") and the **Sedalia Fire Department** located at **2606 W 16th St, Sedalia, MO 65301** (the "Customer").

1. Locality Media maintains a website through which Customer members may access Locality Media's **First Due Size-Up™** Community Connect™, Mobile Responder™ and/or other software-as-a-service platforms and solutions identified in Exhibit A (collectively, the "Service") in connection with the performance of their Customer duties. Locality Media agrees to grant the Customer access to the Service pursuant to the terms and conditions set forth below and in Exhibit A, and the Customer agrees to use the Service only in strict conformity with and subject to such terms and conditions.
2. Locality Media may provide the Customer with one or more user ID's, initial passwords, digital certificates and/or other devices (collectively, "Credentials") and/or application programming interfaces ("APIs") to access the Service. The Customer shall access the Service only by using such Credentials and APIs. The Customer authorizes Locality Media to act on any instructions Locality Media receives from users of the Service who present valid Credentials and such individuals shall be deemed authorized to act on behalf of the Customer, including, without limitation, to change such Credentials. It is the Customer's sole responsibility to keep all Credentials and other means of access within the Customer's direct or indirect possession or control both confidential and secure from unauthorized use. The Customer understands the utility of the First Due Size Up Service depends on the availability of data and information relating to Locations and structures in the Customer's jurisdiction, including but not limited to building system and structural information, building inspection codes and incident report data (collectively, "Location Data"). Locality Media also may process and furnish through the Service, in addition to Location Data, other data regarding residents and roadways within the Customer's jurisdiction ("Community Data"). Location Data and Community Data are referred to collectively herein as "Data". Locality Media may acquire Data from third party public and/or private sources in Locality Media's discretion. In addition, the Customer will upload to the Service or otherwise provide to Locality Media in such form and using such methods as Locality Media reasonably may require from time to time, any and all Data from the Customer's records and systems which the parties mutually designate for inclusion in the Service database. The Customer agrees not to filter or alter such records except to conform such Data to the formats reasonably required by Locality Media. Subject to any third-party license restrictions identified expressly in writing by the Customer, the Customer grants to Locality Media a perpetual, non-exclusive, worldwide, royalty-free right and license to process, use and disclose the Data furnished to Locality Media by the Customer in connection with the development, operation, and performance of Locality Media's business, including but not limited to the Service.
3. As between the parties, the Customer and its employees, contractors, members, users, agents, and representatives (collectively, "Customer Users") are solely responsible for determining whether and how to use Data accessed through the Service. The Customer acknowledges that Locality Media, through the Service, provides an interface for viewing Data compiled from the Customer and other sources over which Locality Media has no control and for which Locality Media assumes no responsibility. Locality Media makes no representations or warranties regarding any Location or structure (including but not limited to a Location's safety, construction, occupancy, materials, hazards, water supply, contents, location, surrounding structures, exposures, size, layout, compliance, condition or history), residents, roadways, or any actual or expected outcome from use of the Data, nor does Locality Media make any representation or warranty regarding the accuracy or reliability of the Data received by Locality Media. Locality Media provides administrative and information technology services only and does not advise, recommend, or render an opinion with respect to any information communicated through the Service and shall not be responsible for the Customer's or any third party's use of any information obtained through the Service.

4. The Customer shall obtain and maintain, at its own expense, computers, operating systems, Internet browsers, tablets, phones, telecommunications equipment, third-party application services and other equipment and software ("Equipment") required for the Customer to access and use the Service (the Service being accessible to users through standard Internet browsers subject to third party network availability and signal strength). Locality Media shall not be responsible for any problem, error or malfunction relating to the Service resulting from Customer error, data entry errors or malfeasance by the Customer or any third party, or the performance or failure of Equipment or any telecommunications service, cellular or wifi network, Internet connection, Internet service provider, or any other third-party communications provider, or any other failure or problem not attributable to Locality Media ("Technical Problems").
5. This Agreement will be effective for an initial term of **15 months** (the "Initial Term") commencing on the Effective Date. After the Initial Term, this Agreement will automatically renew for successive terms of **12 months** each (a "Renewal Term"), subject to the right of either party to cancel renewal at any time upon at least 60 days' written notice. Locality Media reserves the right to increase Customer's renewal Service fees by no more than **5%** per annum, applied to the Service fees set forth in the previous term. Either party also may terminate this Agreement immediately upon written notice if the other party: (i) becomes insolvent; (ii) becomes the subject of a petition in bankruptcy which is not withdrawn or dismissed within 60 days thereafter; (iii) makes an assignment for the benefit of creditors; or (iv) materially breaches its obligations under this Agreement and fails to cure such breach within 30 days after the non-breaching party provides written notice thereof. Should Customer not appropriate or otherwise make available sufficient funds to utilize the proposed services, Customer may unilaterally terminate this Agreement upon sixty (60) days' notice to Locality Media. Customer agrees not to use termination for lack of appropriations as a substitute for termination for convenience.
6. Upon termination, the Customer shall cease use of the Service and all Credentials then in the Customer's possession or control. This Section 6 and Sections 8 through 11 and 15 through 25 hereof shall survive any termination or expiration of this Agreement.
7. The Customer agrees to pay the fees set forth in Exhibit A for use of those Service features described in Exhibit A (as available as of the Effective Date). Locality Media may charge separately for services offered from time to time that are not included in the scope of Exhibit A (such as new Service features, systems integration services and applications of the Service for new purposes), subject to the Customer's acceptance of the terms of use and fees associated with such services. The Customer shall be responsible for the payment of all taxes associated with provision and use of the Service (other than taxes on Locality Media's income). The Customer represents it has not received and agrees that it shall not collect any fee, payment, or remuneration of any kind from any Data provider, other municipal agency or other third party in connection with the Customer's purchase or use of the Service under this Agreement.
8. Locality Media owns and shall retain all right, title, and interest in and to the Service, all components thereof, including without limitation all related applications, APIs, user interface designs, software and source code (which shall further include without limitation any and all source code furnished by Locality Media to the Customer in connection with the delivery or performance of any services hereunder) and any and all future enhancements or modifications thereto howsoever made and all intellectual property rights therein but not Data furnished by the Customer. Except as expressly provided in this Agreement or as otherwise authorized in advance in writing by Locality Media, the Customer and Customer Users shall not copy, distribute, license, reproduce, decompile, disassemble, reverse engineer, publish, modify, or create derivative works from, the Service; provided, however, that nothing herein shall restrict the Customer's use of the Data that the Customer has provided.
9. "Confidential Information" means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary," including oral information that is designated confidential at the time of disclosure. Without limiting the foregoing, all information relating to the Service and associated software and the terms of this Agreement shall be deemed Locality Media's Confidential Information. Notwithstanding the foregoing, "Confidential Information" does not include any information that the receiving party can demonstrate (i) was known to it prior to its disclosure hereunder; (ii) is or becomes publicly known through no wrongful act of the receiving party; (iii) has been rightfully received from a third party authorized to make such disclosure without restriction; (iv) is independently developed by the receiving party, without the use of any Confidential Information of the other party; (v)

has been approved for release by the disclosing party's prior written authorization; or (vi) is required to be disclosed by court order or applicable law, provided that the party required to disclose the information provides prompt advance notice thereof to the other party (except to the extent such notice is prohibited by law).

10. Each party hereby agrees that it shall not use any Confidential Information belonging to the other party other than as expressly permitted under the terms of this Agreement or as expressly authorized in writing by the other party. Each party shall use the same degree of care to protect the other party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances with less than reasonable care. Neither party shall disclose the other party's Confidential Information to any person or entity other than its employees, agents or consultants who need access thereto in order to effect the intent of this Agreement and in each case who have been advised of the confidentiality provisions of this Agreement, have been instructed to abide by such confidentiality provisions, entered into written confidentiality agreements consistent with Sections 9-11 or otherwise are bound under substantially similar confidentiality restrictions.
11. Each party acknowledges and agrees that it has been advised that the use or disclosure of the other's Confidential Information inconsistent with this Agreement may cause special, unique, unusual, extraordinary, and irreparable harm to the other party, the extent of which may be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which the nonbreaching party may be legally entitled, the nonbreaching party shall have the right to seek to obtain immediate injunctive relief, without the necessity of posting a bond, in the event of a breach of Section 9 or 10 by the other party, any of its employees, agents or consultants.
12. LOCALITY MEDIA REPRESENTS AND WARRANTS THAT IT SHALL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE SERVICE WITHOUT INTRODUCING ERRORS OR OTHERWISE CORRUPTING DATA AS SUBMITTED BY THE CUSTOMER. OTHER THAN THE FOREGOING, THE SERVICE, INCLUDING ALL DATA, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, LOCALITY MEDIA MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR AVAILABLE AT ALL TIMES, NOR DOES LOCALITY MEDIA WARRANT THAT THE SERVICE WILL REMAIN COMPATIBLE WITH, OR OPERATE WITHOUT INTERRUPTION ON, ANY EQUIPMENT OF THE CUSTOMER OR CUSTOMER USERS.
13. EXCEPT AS SET FORTH ABOVE IN SECTION 12, LOCALITY MEDIA MAKES AND THE CUSTOMER RECEIVES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SUBJECT MATTER HEREOF. LOCALITY MEDIA SPECIFICALLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING WITHOUT LIMITATION THE SERVICE.
14. The Customer represents and warrants that the Customer is authorized and has all rights necessary to enter into this Agreement, to provide the Data furnished by the Customer to Locality Media, and to use the Service and Data, and Customer will only use the Service and Data, as permitted under this Agreement and in accordance with the laws, regulations, and any third-party agreements applicable to the Customer and Customer Users. Without limiting the generality of the foregoing, Customer shall not cause or permit any Data to be uploaded to the Service or used in connection with the Service in any manner that would violate any third-party intellectual property rights or license between Customer and any third party. Customer agrees not to use or permit the use of the Service and Data in connection with any public or private enterprise other than operation and performance of the Customer's functions and services. In addition, the Customer and the Customer Users shall not copy, distribute, license, reproduce, publish, modify, or otherwise use any Personally Identifiable Information (PII) contained within the Data accessed through the Service for any purpose other than to lawfully carry out the services and duties of the Customer. The Customer shall remain responsible for the performance, acts and omissions of each Customer User as if such activities had been performed by the Customer. Locality Media acknowledges and understands Customer's legal obligations under the Missouri Sunshine Law codified as Section 610.010 et seq. of the Revised Statutes of Missouri.
15. Locality Media will indemnify, defend and hold harmless the Customer from and against any and all damages, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from any third-party claim, suit, action, investigation or proceeding (each, an "Action") brought against the Customer based on the infringement by Locality Media of any third-party issued patent, copyright or registered trademark, except to the extent such Action is based on Data furnished from the Customer, the Customer's breach of any third

party agreement, or any combination or integration of the Service with any Customer- or third-party property, method or system.

16. To the extent permitted by law, the Customer will indemnify, defend and hold Locality Media harmless from and against any and all Losses arising from or relating to: (i) any breach by the Customer of Section 8; or (ii) any Action by a Customer User or third party arising from or relating to the use of the Service or Data accessed through the Service, except to the extent such Losses are subject to Section 15 above or result from the gross negligence or willful misconduct of Locality Media.
17. Such indemnification under Sections 15 and 16 will be provided only on the conditions that: (a) the indemnifying party is given written notice reasonably promptly after the indemnified party receives notice of such Action; (b) the indemnifying party has sole control of the defense and all related settlement negotiations, provided any settlement that would impose any monetary or injunctive obligation upon the indemnified party shall be subject to such party's prior written approval; and (c) the indemnified party provides assistance, information and authority as reasonably required by the indemnifying party. Nothing in Sections 15, 16, or 17 shall be construed to be a waiver of sovereign, governmental, official, or any other immunities Customer is entitled to under the common law or the laws of the State of Missouri. It is the intent of both parties that Customer maintain all legal immunities it is entitled to under the law.
18. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 15, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICES OR DATA, EVEN IF THE CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 15, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE GREATER OF (A) THE AMOUNT OF FEES PAID OR PAYABLE BY THE CUSTOMER TO LOCALITY MEDIA WITHIN THE 12 MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY, OR (B) \$5,000.
19. All notices, requests, demands, or consents under this Agreement must be in writing, and be delivered personally, by email or facsimile followed by written confirmation, or by internationally recognized courier service to the addresses of the parties set forth in this Agreement.
20. Except as otherwise provided below, neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party. Locality Media may assign this Agreement or any rights or obligations hereunder to any Locality Media affiliate or in connection with the merger or acquisition of Locality Media or the sale of all or substantially all of its assets related to this Agreement, without such consent, but shall provide notice to Customer within thirty (30) days of such assignment. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.
21. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. Any action or suit brought in connection with this Agreement shall be brought in the Circuit Court of Pettis County, Missouri or the Federal District Court for the Western District of Missouri, as appropriate. Locality Media expressly consents to personal jurisdiction of and waives any non-convenient forum objection to said courts.
22. Any modification, amendment or waiver to this Agreement shall not be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy hereunder shall operate as a waiver of such right, power, or remedy.
23. The parties are independent contractors with respect to each other, and neither shall be deemed an employee, agent, partner, or legal representative of the other for any purpose or shall have any authority to create any obligation on behalf of the other. Neither party intends to grant any third-party beneficiary rights as a result of this Agreement.
24. Any delay in or failure of performance by either party under this Agreement will not be considered a breach and will be excused to the extent caused by any event beyond the reasonable control of such party including, but not limited to, acts of God, acts of civil or military authorities, strikes or other labor disputes, fires, interruptions in telecommunications or Internet or network provider services, power outages, and governmental restrictions.

25. This Agreement supersedes all prior agreements, understandings, representations, warranties, requests for proposal and negotiations, if any. Each provision of this Agreement is severable from each other provision for the purpose of determining the enforceability of any specific provision.
26. Locality Media hereby represents and warrants that it will comply with Section 34.600 of the Revised Statutes of Missouri otherwise known as the Anti-Discrimination Against Israel Act.”
27. Locality Media hereby represents and warrants that it is enrolled in a federal work authorization program and does not and will not knowingly employ any person who is an unauthorized alien in the United States of America. Locality Media shall submit documentation proving its enrollment in a federal work authorization program and shall submit a sworn affidavit affirming its compliance with this Section no later than the Effective Date.
28. Agreement Billing Information
- a. **Accounts Payable Contact**
 Name: _____
 Email: _____
 Phone: _____
- b. **Tax Exempt** _____ (Yes/No)
 If Yes, please email a copy of the Exempt Certificate to accounting@firstdue.com.
- c. **Purchase Order Required** _____ (Yes/No)
 If Yes, return a copy of the Purchase Order with the signed agreement or email a copy to accounting@firstdue.com.

LOCALITY MEDIA, INC.

Sedalia Fire Department

By: _____
 Name: Andreas Huber
 Title: CEO
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____



Locality Media, Inc. dba First Due
 107 Seventh St
 Garden City, NY 11530, United States
 Phone: +1 (516) 874-2258
 Website: <https://www.firstdue.com/>

Exhibit A - Quote
 Prepared By: Constantine Stade
 Valid Until: February 1, 2024
 Quote Number: 1545132000203293135

BILL TO:

Matt Irwin
 Sedalia Fire Department
 2606 W 16th St
 Sedalia, MO 65301

Account: Sedalia Fire Department
Subscription Start: December 31, 2023
Initial Term: 15 months
Annual Subscription: \$19,200.00

Product Details	Total
Occupancy Management & Pre-Incident Planning	
Manage Occupancies, Pre-Incident Mapping, GIS data, Fire Systems, Hazardous Material, and Contacts.	
Responder	
Web Responder dashboard and Responder iOS/Android App with notifications, statusing and routing.	
Hydrant Management – Advanced	
Manage Hydrants including hydrants visible on pre-plan & response map, hydrant list, hydrant types, hydrant uploads, ArcGIS hydrant layers, hydrant setup, hydrant service checklist, data management, mapping, service inspections, hydrant flow test and reporting.	
Inspections	
Field Inspections, Configurable Checklists, Violation Management, Virtual Inspections, Inspections Scheduler, and Integrated Pre-Incident Planning.	
Incident Reporting – NFIRS	
NFIRS Incident Documentation, State and Federal Compliance with automated submission.	
Incident Reporting – NFIRS EMS+	
NFIRS Incident Documentation, State and Federal Compliance with automated submission including standard NFIRS EMS Module with additional fields for enhanced patient documentation. Fields include Treatments, Procedures, Medications, Vitals, Signature	
Scheduling	
Manage staff schedules with an interactive shift board, configurable call shifts module, messaging, time-off and shift trades.	
Personnel Management	
Store, Manage and Access Employee Records including demographic data, certifications and employment information.	
Events & Activities	
Create Events, View Global Activity Log, and Access Global Calendar.	

Assets & Inventory

Assets, vehicles, equipment and inventory management, assets and equipment checks, and work order management.

Community Connect

Online portal for residents and businesses to input critical occupant and property data that can be made available to Emergency Response Agencies during an incident.

CAD Integration

Automated importing of CAD calls via XML, Database Connector or API.

Brycer Integration

Integration with Brycer

Online Standard Training Package

Includes a one-hour planning session and up to 6 hours of webinar train-the-trainer sessions

Implementation and Configuration Services

Services related to configuring and customizing the First Due Platform as described in the Statement of Work.

One-Time Discount

One-Time Discount

	One-Time Fees Subtotal	\$ 2,500.00
	15-Month Prorated Subscription Fees Subtotal	\$ 24,000.00
	Discounts	(\$2,400.00)
	Grand Total	\$ 24,100.00

Statement of Work

Please see attached Statement of Work detailing the Implementation, Training and Support for this Exhibit A – Quote.

Terms and Conditions

The above-listed Grand Total will be invoiced on or around April 1, 2024. For subsequent annual periods, the Service fees are due and payable annually in advance on April 1st.

Payment Terms: Net 30 days

For electronic ACH payment: JPMorgan Chase Bank | ABA Routing: 021000021 | Account #: 803527972



Locality Media, Inc. dba First Due
107 Seventh St
Garden City, NY 11530, United States
Phone: +1 (516) 874-2258
Website: <https://www.firstdue.com/>

Statement of Work
For Quote Number: 1545132000203293135

Statement of Work | Sedalia Fire Department

Introduction

The purpose of this Statement of Work (SoW) document is to clearly define the Implementation, Training and Support.

1. Implementation:

First Due works very closely with you to ensure the application is ready for go-live. During the Implementation you will be assigned a Client Success Manager and Implementation Manager who will lead you through the process. Below is a description of each component of our implementation.

- a) **Discovery & Planning:** During a project kick-off meeting we will flesh out the key components of the configuration, customer stakeholders and project timelines. After this stage we will have a clear plan to when and how your agency will be live with First Due.
- b) **Configuration:** First Due is an out-of-the box system but can be configured for your Agency's needs. Our team will work with you to configure all the parts of the application necessary for go-live and beyond. These configuration sessions will generally occur weekly, and act as administrator training.
- c) **Optimization:** Once the account is configured, we will arrange a small end-user testing group to begin to use the application out-in-the-field. This is an iterative process in which we listen to feedback and make adjustments to the product on the fly.
- d) **Training:** Once we have sign-off the product is ready for go-live we will build the necessary training plan together, which may include train-the-trainer sessions, end user training, training videos/content or even onsite sessions. The training section below provides more detail on included training.
- e) **Roll Out:** After training is complete, we are ready to roll-out the platform. We will work closely with you to ensure First Due is rolled out effectively across your agency.
- f) **Support:** Once we achieve sign-off that the system is live and stable, we will transition to support (as described in the support section below). However, you will continue to have a dedicated Client Success Manager moving forward.

2. Training:

Training is an integral part of any successful implementation. First Due is focused on providing your agency adequate training to ensure effective user adoption of the platform. As part of this Statement of Work, the customer will receive the purchased training as outlined in Exhibit A - Quote throughout the implementation process as outlined:

- 1. Webinar Administrator training during configuration sessions
- 2. Webinar formal Train-the-Trainer and/or End User Session(s) during the training phase
- 3. Access to online training videos, documents, content, and interactive knowledgebase

3. Integrations:

Any scoped integrations included in this document will be described below. Any additional integration scoped at a later date will be provided in a separate SoW at that time.

4. Data Migration:

First Due understands the importance of data migration to our customers and has extensive experience working to migrate historical records into the platform. First Due will use best efforts to migrate applicable data from Customer's existing systems utilizing data migration best practices. This includes:

1. Data Migration Planning Session
2. Assistance/Guidance in extracting data from existing system/s
3. Mapping extracted data to First Due import workbooks
4. Importing of Data into First Due

5. Support:

First Due provides Support as part of the base subscription. This includes:

1. Email, Phone, Ticketing System Support Channels and Live Chat
2. Dedicated Client Success Manager
3. Access to knowledge base including online training videos and FAQs

Form **W-9** **Request for Taxpayer Identification Number and Certification** Give Form to the requester. Do not send to the IRS.
 (Rev. October 2018) Department of the Treasury Internal Revenue Service ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Locality Media, Inc.

2 Business name/disregarded entity name, if different from above
Locality Media, Inc.

First Due

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
107 7th Street

6 City, state, and ZIP code
Garden City, NY 11530

7 List account number(s) here (optional):

Requestor's name and address (optional):

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					

or

Employer identification number									
8	1	-	1	3	8	8	0	6	2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest and dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Andreas Huber* Date ▶ Jan 03 2023 07:29 PST

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**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 \$27,173 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 four dual band radios for police cars,
- B. Partially offset by two grant awards.

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 December 4, 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
AND APPROVING QUOTES FOR POLICE RADIO PURCHASES.**

**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. The City Council of Sedalia, Missouri hereby approves and accepts the quotes by and between the City of Sedalia, Missouri and Motorola Solutions and shall pay the total sum and amounts of Twenty-Seven Thousand One Hundred Seventy-Three Dollars and Fifty Cents (\$27,173.00), offset by a reimbursement of \$13,886.50 through a Grant by the Missouri Department of Homeland Security and \$8,564.00 through a Grant by Department of Justice, Edward Byrne Memorial Justice Assistance Grant as more fully described in the quotes attached to this Ordinance and incorporated by reference herein.

Section 3. The Mayor, City Administrator or Police Chief are authorized and directed to execute and the City Clerk is hereby authorized and directed to attest and fix the seal of the City of Sedalia, Missouri on the quotes in substantively the same form and content as the quotes have been proposed.

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 4th day of December 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 4th day of December 2023.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers, City Clerk

Exhibit A
City of Sedalia
FY24 Budget Amendment 12/4/2023 Police Radios

Account / Description	Current Budget	Change	Amended Budget	Comments
Revenues / Source of Funds				
10-00-428-00 Police Grants		(13,586.50)		FY23 State Homeland Security Program Protection of Soft Targets Crowded Places
10-00-428-00 Police Grants	(88,165.00)	(8,564.00)	(110,315.50)	BJA FY23 Edward Byrne Memorial Justice Assistance Grant
Total Revenue Change		<u>(22,150.50)</u>		
Expenditures / Uses of Funds				
10-63-351-00 Police Capital Expenditures Equipment		13,586.50		Two Dual Band Radios for Police Cars
10-63-351-00 Police Capital Expenditures Equipment	337,574.59	13,586.50	364,747.59	Two Dual Band Radios for Police Cars
			-	
			-	
			-	
Total Expenditure Change		<u>27,173.00</u>		
		<u>(5,022.50)</u>		Net Increase (Decrease) In Projected Fund Balance

Sedalia Police Department
DEPARTMENTAL MEMORANDUM
Office of the Chief of Police

To : City Administrator Kelvin Shaw

From : Chief Matthew Wirt_____

Date : November 22, 2021

Ref : Grant Related Budget Amendments

The Sedalia Police Department applied for and received the FY 2023 State Homeland Security Program (SHSP) Protection of Soft Targets Crowded Places (PSTCP). The grant provides funds for the purchase of two Motorola APX 8500 dual band radios for police cars. The new radios will replace police radios that have far exceeded the usable service life. The total purchase through the Johnson County cooperative procurement contract for two radios is \$13,586.50. The grant was not planed in the FY 2024 budget. As a result, I request a budget amendment for a total of \$13,586.50 for the equipment account 10-63-351-00.

The Sedalia Police Department also applied for and received the BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The grant provides funds to help purchase two Motorola APX 8500 dual band radios for police cars. The new radios will replace police radios that have far exceeded the usable service life. The total purchase through the Johnson County cooperative procurement contract for two radios is \$13,586.50 and the grant provides \$8,564. The FY 2024 grant was not planed in the FY 2024 budget. As a result, I request a budget amendment for a total of \$13,586.50 for the equipment account 10-63-351-00.



QUOTE-2420115
 PST Grant - Two APX8500 mobiles

Billing Address:
 SEDALIA POLICE DEPT, CITY
 OF
 PO BOX 1707
 SEDALIA, MO 65301
 US

Shipping Address:
 SEDALIA POLICE
 DEPARTMENT
 300 W 3RD ST
 SEDALIA, MO 65301
 US

Quote Date:11/15/2023
 Expiration Date:01/12/2024
 Quote Created By:
 James Brafford
 Public Safety Account Manager
 james.brafford@commenco.com
 816-753-2166

End Customer:
 SEDALIA POLICE DEPT, CITY OF
 Chief Matthew Wirt
 mwirt@sedaliapolice.com
 660-826-0214

Contract: Johnson County KS
 Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8500					
1	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	2	\$10,195.68	\$6,309.41	\$12,618.82
1a	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC	2			
1b	G51AT	ENH:SMARTZONE	2			
1c	GA05509AA	DEL: DELETE UHF BAND	2			
1d	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	2			
1e	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	2			
1f	G843AH	ADD: AES ENCRYPTION AND ADP	2			
1g	G89AC	ADD: NO RF ANTENNA NEEDED	2			
1h	G444AH	ADD: APX CONTROL HEAD SOFTWARE	2			
1i	G67EH	ADD: REMOTE MOUNT E5 MP	2			



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1j	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	2			
1k	G806BL	ENH: ASTRO DIGITAL CAI OP APX	2			
1l	GA01670AA	ADD: APX E5 CONTROL HEAD	2			
1m	W22BA	ADD: STD PALM MICROPHONE APX	2			
1n	W969BG	ADD: MULTIKEY OPERATION	2			
1o	G361AH	ENH: P25 TRUNKING SOFTWARE APX	2			
2	LSV00Q00202A	DEVICE PROGRAMMING Program two APX8500 mobile radios to current template on file with Commenco.	2	\$64.29	\$64.29	\$128.58
3	EQ000103A01	MULTIPLEXER,ALL BAND, APX8500	2	\$194.40	\$165.24	\$330.48
4	CB000091A09	CABLE, COAXIAL,QMA PLUG TO MINI-UHF JACK CONNETOR (BECU QMA)	4	\$103.50	\$87.98	\$351.92
5	HAF4013A	7/8/900 MHZ WIDEBAND LOW PROFILE, 3DB GAIN THROUGH HOLE NMO MOUNT	2	\$46.44	\$39.47	\$78.94
6	HAD4021A	VHF ANT WIDEBAND 136-174 MHZ	2	\$64.80	\$38.88	\$77.76

Grand Total **\$13,586.50(USD)**

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



Missouri Department of Public Safety
Office of Homeland Security
DPS Grants
 P.O. Box 749, Jefferson City, MO 65101
 Telephone: 573-522-6125 Fax: 573-526-9012

SUBAWARD AGREEMENT

SUBRECIPIENT NAME Sedalia Police Department		DATE 11/01/2023	FEDERAL IDENTIFICATION NUMBER EMW-2023-SS-00085	OHS CONTROL NUMBER 29
ADDRESS 200 W. 2nd St.		UEI NUMBER NBRKXF5U79J4		
CITY Sedalia	STATE MO	ZIP CODE 65301		
TOTAL AMOUNT OF THE FEDERAL AWARD \$13,586.50		AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$13,586.50		
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT \$13,586.50		TOTAL APPROVED COST SHARING OR MATCHING \$0.00		
PROJECT PERIOD FROM 09/01/2023	PROJECT PERIOD TO 08/31/2025	FEDERAL AWARD DATE 09/01/2023		
PROJECT TITLE FY23 - SHSP PSTCP - Sedalia Police Department		FUNDED BY FY 2023 Homeland Security Grant Program		
FEDERAL AWARING AGENCY Department of Homeland Security	PASS THROUGH ENTITY MO Department of Public Safety/Office of Homeland Security	IS THIS AWARD R&D YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	INDIRECT COST RATE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> AMOUNT	
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 97.067		METHOD OF PAYMENT (Reimbursement -- Advanced) Reimbursement		

CONTACT INFORMATION

DPS GRANT SPECIALIST		SUBRECIPIENT PROJECT DIRECTOR	
NAME Maggie Glick		NAME Matthew Wirt, Chief	
E-MAIL ADDRESS Maggie.Glick@dps.mo.gov		ADDRESS (If different from above) 200 S. Osage Ave.	
TELEPHONE (573) 526-3510		CITY, STATE AND ZIP CODE Sedalia, MO 65301	
PROGRAM MANAGER Joni McCarter		TELEPHONE 660-827-7823	E-MAIL ADDRESS mwirt@sedaliapolice.com

SUMMARY DESCRIPTION OF PROJECT
 The purpose of the FY 2023 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goals to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization or community, but rather, require the combined effort of the whole community. The purpose of the State Homeland Security Program (SHSP) Protection of Soft Targets Crowded Places (PSTCP) supports the National Priority of Enhancing the Protection of soft targets/crowded places and provides equipment for physical security enhancements for soft targets/crowded places including items such as security cameras, security screening equipment, lighting, access controls, fencing, gates and barriers, and vehicle and crowd control.

AWARDING AGENCY APPROVAL

SUBRECIPIENT AUTHORIZED OFFICIAL

TYPED NAME AND TITLE OF DPS OFFICIAL Sandra K. Karsten, Director		TYPED NAME & TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL Andrew Dawson, Mayor	
SIGNATURE OF APPROVING DPS OFFICIAL	DATE	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL	DATE

THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.

GRANT PROGRAM FY 2023 State Homeland Security Program	SUBRECIPIENT Sedalia Police Department
AWARD NUMBER EMW-2023-SS-00085-29	DATE 11/01/2023
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Article I – Summary Description of Award

The purpose of the FY 2023 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

Article II – DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article III – Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

- I. DHS/DPS/OHS financial assistance subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.
- II. By accepting this agreement the subrecipient and its executives, as defined in 2 C.F.R. section 170.315, certify that the subrecipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article IV – General Acknowledgements and Assurances

All subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS/DPS/OHS access to records, accounts, documents, information, facilities and staff.

- 1. Subrecipients must cooperate with any compliance reviews or compliance investigations conducted by DHS/DPS/OHS.
- 2. Subrecipients must give DHS/DPS/OHS access to examine and copy records, accounts and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

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3. Subrecipients must submit timely, complete, and accurate reports to the appropriate DHS/DPS/OHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

Article V – Acknowledgement of Federal Funding from DHS

Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article VI – Activities Conducted Abroad

Subrecipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VII – Age Discrimination Act of 1975

Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article VIII – Americans with Disabilities Act of 1990

Subrecipients must comply with the requirements of Titles, I, II and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended 42 U.S.C. sections 12101-12213), which prohibits subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article IX – Best Practices for Collection and Use of Personally Identifiable Information (PII)

Subrecipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article X – Civil Rights Act of 1964 – Title VI

Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XI – Civil Rights Act of 1968

Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits subrecipients from discriminating in the sale, rental, financing, and

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advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XII – Copyright

Subrecipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIII – Debarment and Suspension

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180, as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs and activities.

Article XIV – Drug-Free Workplace Regulations

Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XV – Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XVI – Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

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Article XVII – E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Subrecipient State or local law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Subrecipient State or local law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article XVIII – Energy Policy and Conservation Act

Subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94-163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XIX – False Claims Act and Program Fraud Civil Remedies

Subrecipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XX – Federal Debt Status

All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXI– Federal Leadership on Reducing Text Messaging while Driving

Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the Federal Government.

Article XXII – Fly America Act of 1974

Subrecipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXIII – Hotel and Motel Fire Safety Act of 1990

Subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXIV – John S. McCain National Defense Authorization Act of Fiscal Year 2019

Subrecipients, their contractors, and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS subrecipients, their contractors, and subcontractors –

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prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXV – Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://jwww.lep.gov>.

Article XXVI – Lobbying Prohibitions

Subrecipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to the federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVII – National Environmental Policy Act

Subrecipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. 91-190 (1970) (codified as amended at 43 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXVIII – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXIX – Non-Supplanting Requirement

Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

AUTHORIZED OFFICIAL INITIALS

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Article XXX – Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All subrecipients must comply with any such requirements set forth in the program NOFO.

Article XXXI – Patents and Intellectual Property Rights

Subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq., unless otherwise provided by law. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXII – Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXIII – Rehabilitation Act of 1973

Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXIV – Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the subrecipient's currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXV – Reporting Subawards and Executive Compensation

Subrecipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F. R. Part 170, Appendix A, the full text of which is incorporated here by the reference in the award terms and conditions.

Article XXXVI – Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Subrecipients must comply with the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Subrecipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

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1. All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desk, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, subrecipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

- a. When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
 1. Applying the domestic content procurement preference would be inconsistent with public interest;
 2. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 3. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office.

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There may be instances where an award qualifies, in whole, or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure.

The awarding Component may provide specific instructions to subrecipients of awards from infrastructure programs that are subject to the Build America, Buy America provisions. Subrecipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see Programs and Definitions: Build America, Buy America Act.

Article XXXVII – SAFECOM

Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXVIII – Terrorist Financing

Subrecipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible to ensure compliance with the Order and laws.

Article XXXIX – Trafficking Victims Protection Act of 2000 (TVPA)

Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000, (TVPA) (codified as amended by 22 U.S.C. section 7104). The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XL – Universal Identifier and System of Award Management

Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XLI – USA PATRIOT Act of 2001

Subrecipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XLII – Use of DHS Seal, Logo and Flags

Subrecipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

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Article XLIII – Whistleblower Protection Act

Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. section 2409, 41 U.S.C. 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLIV – Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the subrecipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLV – Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award, state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLVI – Missouri Department of Public Safety (DPS) Office of Homeland Security (OHS), Specific

By accepting this award, the subrecipient agrees:

1. To participate in the development and submission of their respective regional Threat and Hazard Identification and Risk Assessment (THIRA).
2. To utilize standard resource management concepts, such as typing inventorying, organizing and tracking resources that facilitate the identification, dispatch, deployment and recovery of their resources.
3. To coordinate with their stakeholders to examine how they integrate preparedness activities across disciplines, agencies, and levels of government.
4. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$1,000. Expenditures for equipment shall be in accordance with the

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approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DPS/OHS, you must request instructions from DPS/OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.

5. Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
6. For Contractual Services the following general requirements will be followed when subcontracting for work or services contained in this grant award:
 - a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period.
 - b. As described in the OHS Administrative Guide for Homeland Security Grants, a copy of any contractual agreement made as a result of this award must be forwarded to DPS/OHS for review or be readily available for review prior to execution of the contract.
7. OHS reserves the right to terminate any contract entered into as a result of this grant award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the subrecipient under the contract shall, at the option of the DPS/OHS, become property of the State of Missouri. The subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.
8. It is understood and agreed upon that in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
9. To follow the grant program guidelines as stated in the OHS Administrative Guide for Homeland Security Grants, as well as the Information Bulletins released by DPS/OHS to provide important updates, clarifications and policy statements related to homeland security grant programs.
10. To follow requirements of the DHS Grant Programs Directorate Information Bulletins.

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11. In the event DPS/OHS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or Articles of Agreement, the subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award.
12. Prior written approval from DPS/OHS is required prior to making any change to the OHS approved budget for this award.
13. To submit Grant Status Reports to DPS/OHS by the due dates of July 10 and January 10 throughout the grant period, which must include the status updates of the milestones achieved. Final Status Reports are due to DPS/OHS within 45 days after the end of the project period.
14. All items that meet the DPS/OHS definition of equipment that are purchased with Homeland Security Grant Funds must be tagged "Purchased with U.S. Department of Homeland Security Funds."
15. If the subrecipient is a pass-through entity, copies of signed subaward agreements are due to the DPS/OHS prior to the start of any project.
16. Projects that involve changes to the natural or built environment require the completion and approval of an Environmental Historic Preservation Screening Form (EHP) prior to initiating any work on the project. Changes to the project after the approval of the EHP requires DPS/OHS review and approval. Changes to the project may require the submission and approval of an updated EHP Screening Form. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; Nation Flood Insurance Program regulation; and, any other applicable laws and Executive Orders.
17. The purchase of any generator requires prior approval from the DPS/OHS, documentation must clearly depict the full scope of the project and prove the equipment is a deployable resource.
18. Purchases from a single feasible source over \$10,000.00 must have prior approval from the DPS/OHS.
19. Subrecipient is required to complete the 2023 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each subrecipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2023 NCSR will be open October 1, 2023 and must be completed by each subrecipient no later than December 31, 2023.

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20. Subrecipients that contract with and utilize WebEOC Emergency Management Software – Juvare, must fully fuse and maintain an active connection with Missouri’s State Emergency Management Agency (SEMA). This setup will allow for a more efficient resource response to Missouri communities during an emergency incident as well as allow emergency personnel to monitor events that may impact their community during an extended event. Fusion of other WebEOC accounts in Missouri will also assist in streamlining resource requests by reducing redundant entry in a local WebEOC account and then once again in the Missouri WebEOC account should the request not be able to be filled locally. Redundant data entry during an emergency can lead to time loss, data entry errors and omission of important details. This required setup will also allow SEMA Emergency Service Function (ESF) partners to monitor the use of resources throughout the state for Mutual aid needs.
21. Law enforcement agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.
- a. National Incident-Based Reporting System (NIBRS), formerly Uniform Crime Reporting (UCR):
Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 43.505 RSMo which states each law enforcement agency is required to submit crime incident reports to the Department of Public Safety on forms or in the format prescribed by the department, and submit any other crime incident information which may be required by the Department of Public Safety. Law enforcement agencies will be considered non-compliant if they have not submitted MIBRS reports for three or more months in the prior twelve month period. The subrecipient must remain compliant with Section 43.505 RSMo for the duration of the grant period of performance.
- b. Vehicle Stops:
Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 590.650 RSMo relating to vehicle stop reporting and will remain in full compliance for the duration of the project period.
- c. Police Use of Force Transparency Act of 2021:
Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 590.1268 RSMo relating to use of force incidents reporting standards and procedures, and publication of report data, analysis report. Law enforcement agencies will be considered non-compliant if they have not submitted Use of Force reports for three or more months in the prior twelve month period. The subrecipient must remain compliant with Section 590.1268 for the duration of the grant period of performance.
- d. Federal Equitable Sharing Funds:

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Subrecipients that are a law enforcement, assure its agency is in compliance with the state provisions of Section 513.653 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds therefrom to the Missouri State Auditor.

- e. Intoxication-Related Traffic Offenses:
Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 43.544 RSMo relating to forwarding intoxication-related offenses and has adopted a written policy to forward arrest information for all intoxication-related offenses to the central repository as required by Section 43.503 RSMo.

- f. Rap Back Program Participation:
Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 590.030 RSMo. The law enforcement agency shall enroll in the state and federal Rap Back programs on or before January 1, 2022 and will continue to remain enrolled. The law enforcement agency shall take all necessary steps to maintain officer enrollment for all officers commissioned with that agency in the Rap Back programs. An officer shall submit to being fingerprinted at any law enforcement agency upon commissioning and for as long as the officer is commissioned with that agency.

- g. Custodial Interrogations:
Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 590.700 RSMo relating to custodial interrogations and has adopted a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.

- h. Body Armor:
The subrecipient understands, if monies are requested and awarded for the purchase of body armor, that funds may be used to purchase body armor. Further, the subrecipient understands that body armor purchased with HSGP funds may be purchased at any threat level, designation, make, or model from any distributor or manufacturer, as long as the body armor has been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. Further, body armor or armor vests must also be "uniquely fitted vests". In addition, body armor purchased with must be made in the United States.

- i. Body Armor Policy:
The subrecipient understands, if monies are requested and awarded for the purchase of body armor, that the law enforcement agency must have a written "mandatory wear" policy in effect. The subrecipient will be required to forward a copy of such policy to the Missouri Department of Public Safety at the time of claim submission.

- j. Body-Worn Camera Policy:
The subrecipient understands, if monies are requested and awarded for the purchase of body-worn cameras, the law enforcement agency must have written policies and procedures in place related to equipment usage, data storage and access, privacy considerations,

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training, etc. The subrecipient will be required to forward a copy of such policy(s) to the Missouri Department of Public Safety at the time of claim submission.

22. Fire protection agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.
- a. Fire Department Registration:
The subrecipient assures, where the project agency is a fire protection district, fire department, or volunteer fire protection association as defined in Section 320.300 RSMo, its agency is in compliance with Section 320.271 RSMo by completing and filing with the state fire marshal within 60 days after January 1, 2008, and annually thereafter, a fire department registration form provided by the state fire marshal.
- b. Turnout Gear Maintenance Policy:
The subrecipient understands, if monies are requested and awarded for the purchase of turnout gear, the fire protection agency must have a policy to document cleaning and maintenance processes and procedures for turnout gear. The subrecipient will be required to forward a copy of such policy(s) and procedure(s) to the Missouri Department of Public Safety at the time of claim submission.
23. Agencies purchasing license plate reader (LPR) equipment and technology with grant funds administered by the Missouri Department of Public Safety, must adhere to the following requirements:
- a. LPR vendors chosen by an agency must have an MOU on file with the MSHP Central Vendor File as developed and prescribed by the Missouri Department of Public Safety pursuant to 11 CSR 30-17.
 - b. Prior to purchasing LPR services, the agency should verify the vendor's MOU status with the MSHP CJIS Division by emailing mshphelpdesk@mshp.dps.mo.gov.
 - c. Share LPR data through the MoDEX process with statewide sharing platforms (i.e., MULES).
 - d. Enable LPR data sharing with other Missouri Law Enforcement agencies and enforcement support entities within the selected vendor's software. Examples include, but are not limited to fusion centers, drug task forces, special investigations units, etc.
 - e. Connect to the Missouri State Highway Patrol's Automated License Plate Reader (ALPR) File Transfer Protocol Access Program. This program provides the information necessary to provide a NCIC and/or MULES hit when used in conjunction with a License Plate Reader (LPR) device. An MOU must be on file with the Access Integrity Unit (AIU) for the vendor and the law enforcement agency and a registration process must be completed.
 - f. Agency shall have a license plate reader policy and operation guideline prior to the implementation of LPRs. Reimbursements will not be made on the project until the policy has been provided to the Missouri Department of Public Safety.
 - g. If LPR will be installed on Missouri Department of Transportation right-of-way(s) agency must request installation through the Missouri Department of Public Safety. Once approved, agency must adhere to the Missouri Department of Transportation's guidelines regarding installation of LPR's on Missouri Department of Transportation right-of-way(s).

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Article XLVII – Special Conditions

1. The subrecipient agency must attend and complete the FY 2023 State Homeland Security Program (SHSP) Protection of Soft Targets/Crowded Places (PSTCP) Compliance Workshop. No claims will be reimbursed by the OHS until a member of the subrecipient agency has completed the Compliance Workshop.
2. The subrecipient is required to complete and submit the Jurisdictional Threat Assessment to the OHS by December 31, 2023. The Jurisdictional Threat Assessment must be completed by the law enforcement agency that has jurisdiction in the agencies' location. No claims will be reimbursed by the OHS until the Jurisdictional Threat Assessment has been completed and submitted.

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MICHAEL L. PARSON
Governor

SANDRA K. KARSTEN
Director



Lewis & Clark State Office Bldg.
Mailing Address: P.O. Box 749
Jefferson City, MO 65101-0749
Telephone: 573-751-4905
Fax: 573-751-5399

STATE OF MISSOURI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR

November 1, 2023

Mr. Andrew Dawson, Mayor
Sedalia Police Department
200 W. 2nd St.
Sedalia, MO 65301

RE: FY 2023 State Homeland Security Program (SHSP) Protection of Soft Targets Crowded Places (PSTCP)
Award #EMW-2023-SS-00085-29

Dear Mr. Dawson:

Thank you for your recent application submission to the FY 2023 State Homeland Security Program (SHSP) Protection of Soft Targets Crowded Places (PSTCP). Your application has been selected for funding in the amount of \$13,586.50.

Enclosed is the FY 2023 SHSP PSTCP Subaward Agreement for Sedalia Police Department. The Missouri Department of Public Safety (DPS) Office of Homeland Security (OHS) asks you to carefully review and sign the documentation provided. By signing the Subaward Agreement and initialing each page of the Articles of Agreement and Special Conditions you are certifying your acceptance of the award conditions. Once signed and initialed, please return the documents to our office no later than December 1, 2023.

The project period of performance for this award begins September 1, 2023 and ends August 31, 2024.

A risk assessment for this award was completed in accordance with requirements from 2 CFR 200.332. Sedalia Police Department received a total score of four (4), which classifies the agency as a low risk subrecipient of noncompliance with the FY 2023 SHSP PSTCP.

We look forward to working with you on this award. Should you have any questions or need additional information, do not hesitate to contact Maggie Glick at (573) 526-3510 or Maggie.Glick@dps.mo.gov.

Sincerely,

A handwritten signature in black ink that reads "Joni McCarter". The signature is written in a cursive, flowing style.

Joni McCarter, Program Manager
Missouri Department of Public Safety
Office of Homeland Security

Attachment(s): Subaward Agreement
Articles of Agreement/Special Conditions



QUOTE-2269708
JAG Grant - Two APX8500 mobiles

Billing Address:
SEDALIA POLICE DEPT, CITY
OF
PO BOX 1707
SEDALIA, MO 65301
US

Shipping Address:
SEDALIA POLICE
DEPARTMENT
300 W 3RD ST
SEDALIA, MO 65301
US

Quote Date:11/10/2023
Expiration Date:01/08/2024
Quote Created By:
James Brafford
Public Safety Account Manager
james.brafford@commenco.com
816-753-2166

End Customer:
SEDALIA POLICE DEPT, CITY OF
Chief Matthew Wirt
mwirt@sedaliapolice.com
660-826-0214

Contract: Johnson County KS
Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8500					
1	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	2	\$10,195.68	\$6,309.41	\$12,618.82
1a	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC	2			
1b	G51AT	ENH:SMARTZONE	2			
1c	GA05509AA	DEL: DELETE UHF BAND	2			
1d	GA01606AA	ADD: NO BLUETOOTH/WIFI/GPS ANTENNA NEEDED	2			
1e	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	2			
1f	G843AH	ADD: AES ENCRYPTION AND ADP	2			
1g	G89AC	ADD: NO RF ANTENNA NEEDED	2			
1h	G444AH	ADD: APX CONTROL HEAD SOFTWARE	2			
1i	G67EH	ADD: REMOTE MOUNT E5 MP	2			



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1j	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	2			
1k	G806BL	ENH: ASTRO DIGITAL CAI OP APX	2			
1l	GA01670AA	ADD: APX E5 CONTROL HEAD	2			
1m	W22BA	ADD: STD PALM MICROPHONE APX	2			
1n	W969BG	ADD: MULTIKEY OPERATION	2			
1o	G361AH	ENH: P25 TRUNKING SOFTWARE APX	2			
2	LSV00Q00202A	DEVICE PROGRAMMING Program two APX8500 mobile radios to current template on file with Commenco.	2	\$64.29	\$64.29	\$128.58
3	EQ000103A01	MULTIPLEXER,ALL BAND, APX8500	2	\$194.40	\$165.24	\$330.48
4	CB000091A09	CABLE, COAXIAL,QMA PLUG TO MINI-UHF JACK CONNETOR (BECU QMA)	4	\$103.50	\$87.98	\$351.92
5	HAF4013A	7/8/900 MHZ WIDEBAND LOW PROFILE, 3DB GAIN THROUGH HOLE NMO MOUNT	2	\$46.44	\$39.47	\$78.94
6	HAD4021A	VHF ANT WIDEBAND 136-174 MHZ	2	\$64.80	\$38.88	\$77.76

Grand Total **\$13,586.50(USD)**

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF SEDALIA 200 S OSAGE AVE
City, State and Zip:	SEDALIA, MO 65301
Recipient UEI:	NBRKXF5U79J4
Project Title: Radio Communications	Award Number: 15PBJA-23-GG-03538-JAGX
Solicitation Title: BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation	
Federal Award Amount: \$14,274.00	Federal Award Date: 9/22/23
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Funding Instrument Type:	Grant
Opportunity Category: D	
Assistance Listing: 16.738 - Edward Byrne Memorial Justice Assistance Grant Program	
Project Period Start Date: 10/1/22	Project Period End Date: 9/30/24
Budget Period Start Date: 10/1/22	Budget Period End Date: 9/30/24
Project Description: The City of Sedalia Police Department will use JAG funds to purchase dual band police car radios to improve communication and interoperability between local, state, and Federal agencies. The disparate jurisdiction of the County of Pettis will use JAG funds to purchase a portable dual band radio to improve communication and interoperability between local, state, and federal agencies.	

Award Letter

September 22, 2023

Dear Matthew Wirt,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF SEDALIA for an award under the funding opportunity entitled 2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$14,274.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General
Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

NEPA Coordinator

First Name

Orbin

Middle Name

Last Name

Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information**Recipient Name**

CITY OF SEDALIA

UEI

NBRKXF5U79J4

Street 1

200 S OSAGE AVE

Street 2**City**

SEDALIA

State/U.S. Territory

Missouri

Zip/Postal Code

65301

Country

United States

County/Parish**Province****Award Details****Federal Award Date**

9/22/23

Award Type

Initial

Award Number

15PBJA-23-GG-03538-JAGX

Supplement Number

00

Federal Award Amount

\$14,274.00

Funding Instrument Type

Grant

**Assistance Listing
Number**

16.738

Assistance Listings Program Title

Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Title I of Public Law 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a)

I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

Awarding Agency

OJP

Program Office

BJA

Application Number

GRANT13961940

Grant Manager Name

Patrick Fines

Phone Number

202-598-7516

E-mail Address

Patrick.Fines@usdoj.gov

Project Title

Radio Communications

Performance Period Start

Date

10/01/2022

Performance Period End Date

09/30/2024

Budget Period Start Date

10/01/2022

Budget Period End Date

09/30/2024

Project Description

The City of Sedalia Police Department will use JAG funds to purchase dual band police car radios to improve communication and interoperability between local, state, and Federal agencies. The disparate jurisdiction of the County of Pettis will use JAG funds to purchase a portable dual band radio to improve communication and interoperability between local, state, and federal agencies.

I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

2

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

3

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

4

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the

recipient is to contact OJP promptly for clarification.

5

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

6

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

7

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

8

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://>

/www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

10

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

11

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

15

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

16

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

17

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

19

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

20

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

21

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

22

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

23

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the

Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

26

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

27

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

28

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

29

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

31

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

32

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

33

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must

complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

34

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

35

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

36

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

37

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

38

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental

impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bj.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

39

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

40

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent

with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website: <https://bjapmt.ojp.gov/>. For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage (<https://bjapmt.ojp.gov/help/jagdocs.html>). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

42

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

43

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2022

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2022), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum - (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

44

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

45

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

46

Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

47

Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>

48

Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

49

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

50

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

51

Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

52

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

53

Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than \$25,000 under JAG (Category 1), the initial period of performance of the award is two years. The recipient further understands that any requests for an extension of the period of performance for an award of less than \$25,000 will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

54

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

55

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other

restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

56

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

57

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

58

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

59

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

60

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

61

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

62

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

[X]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen Henneberg	9/18/23 9:54 PM

Authorized Representative

Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official

Chief

Name of Authorized Entity Official

Matthew Wirt

Signed Date And Time

9/25/2023 4:16 PM

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN AGREEMENT FOR A TREE RE-INVENTORY OF APPROXIMATELY 2,006 CITY PARK AND RIGHT-OF-WAY TREES.

WHEREAS, the City of Sedalia, Missouri has received a proposal to enter into an agreement by and between the City of Sedalia, Missouri and ArborPro, Inc. for a tree re-inventory of approximately 2,006 trees located within city parks and street right-of-ways; and

WHEREAS, under the proposal, and as consideration therefore, the City of Sedalia, Missouri shall pay ArborPro, Inc. the sum of not to exceed Seven Thousand Nine Hundred Twenty-Three Dollars and Seventy Cents (\$7,923.70) as more fully described in the proposed agreement attached to this ordinance and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri hereby approves and accepts the agreement by and between the City of Sedalia, Missouri and ArborPro, Inc. 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 agreement in substantively the same form and content as the agreement has been proposed.

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 4th day of December 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 4th day of December 2023.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk




Let's Cross Paths

City of Sedalia

200 S. Osage

Sedalia, MO 65301

(660) 827-3000 www.sedalia.com

To: Kelvin Shaw
Through: Chris Davies 
From: Elizabeth Nations
Date: November 29, 2023
Subject: Council Memo - Tree Re-inventory
Award of Contract (TRIM Grant Funds)

On November 21, 2023, two (2) sealed bids were opened for a tree re-inventory of 2,006 City park and right-of way trees. Bids were received from Missouri Arborist Company, Sedalia, MO for \$7975.00 and ArborPro, Inc. Yorba Linda, CA for \$7923.70.

Consideration of the bids were based on the following criteria: project understanding and proposed approach, experience and qualifications of the project team, total project cost and demonstrated ability to use visual tools, including graphs and images to convey data and other information. After review of the bids submitted it was determined ArborPro, Inc. has the ability to meet the Request for Proposal's requirement that the inventory has to be done with sub-meter accuracy (1-2 feet), whereas the Missouri Arborist Company proposal included a GPS accuracy of within 10 feet. Also, Missouri Arborist Company proposed an offer to lower the cost of the inventory if the City would lower the amount of required insurance for Contractors. This lowering of the standard insurance requirements would not meet the minimum specifications listed in the Request for Proposals so the lower cost was not considered.

The Public Works Department recommends award of a contract for this inventory to ArborPro, Inc., 22605 E. La Palma Ave. Ste. 509, Yorba Linda, CA 92887, the low bidder with a price of \$7923.70. The City has previously worked with ArborPro, Inc. and was pleased with their work.

The Missouri Department of Conservation awards grants through a Tree Resource Improvement and Maintenance (TRIM) cost share program. The City applied for and received a \$10,000.00 grant to complete this re-inventory project along with \$1,350 for new tree placement and \$650 for educational tree care material. The City will be required to have a cost share match for the grant of \$4,692.00 which will be in-kind labor that the Public Works Department currently does as routine tree care maintenance and tree planting. This is the thirteenth year the City has received this grant.

Thank you for your consideration of this award.

**AGREEMENT BY AND BETWEEN THE CITY OF
SEDALIA AND ARBORPRO, INC.
FOR THE PROVISION OF TREE RE-INVENTORY CONSULTING SERVICES**

AGREEMENT made, effective the 5th of December, 2023, by and between the City of Sedalia (hereinafter referred to as the "CITY"), a municipal corporation with its principal place of business located at 200 S. Osage Avenue, Sedalia, MO 65301, and ArborPro, Inc. (hereinafter referred to as "ArborPro"), a company with its principal place of business located at 22605 E. La Palma Ave., Ste. 509, Yorba Linda, CA 92887.

WITNESSETH

WHEREAS, the CITY issued a Request for Proposal (hereinafter referred to as the "RFP", which is incorporated herein and made a part hereof by reference) dated October 21, 2023 for the provision of tree re-inventory consulting services.

WHEREAS, ArborPro submitted a Proposal (hereinafter referred to as the "Proposal", which is incorporated herein and made a part hereof by reference) dated November 21, 2023, for the provision of said consulting services, and;

WHEREAS, the CITY has awarded ArborPro the contract to provide the aforementioned consultant services,

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE I. SCOPE OF SERVICES

ArborPro agrees to provide the scope of services as outlined in the CITY's RFP October 21, 2023 and ArborPro's Proposal dated November 21, 2023.

ARTICLE II. TERM OF CONTRACT

The contract period for the services contemplated by this RFP will commence on December 5, 2023 and terminating on April 15, 2024.

ARTICLE III. FEES

In consideration of the terms and obligations of this AGREEMENT, the CITY agrees to pay, and ArborPro agrees to accept, the following fees for the services contemplated herein: \$7923.70 - see attachment SCHEDULE A: Fee Schedule.

ARTICLE IV. TREE RE-INVENTORY DATA FIELD DEFINITIONS

The parties agree for purposes of the scope of work defined in the RFP the CITY and ArborPro shall use the terms and definitions provided in Attachment B: Tree Re-inventory Data Field Definitions, at a minimum.

ArborPro shall submit to the CITY itemized bills, properly executed claim forms, vouchers, and such other necessary information or supporting documentation as may be required by the CITY in order to process payment for fees. ArborPro agrees that no additional fees will be charged to the CITY without prior written consent by the CITY.

ARTICLE V. RELATIONSHIP

ArborPro is, and will function as an independent contractor under the terms of this AGREEMENT and shall not be considered an agent or employee of the CITY for any purposes.

ARTICLE VI. LICENSURE & CERTIFICATION

ArborPro shall at all times obtain and maintain any and all licenses and certifications required by the State of Missouri and the City of Sedalia to perform the services contemplated by this AGREEMENT.

ARTICLE VII. LIMITED WARRANTY

ArborPro, its divisions, agents, representatives, operations, or subsidiaries (collectively "ARBORPRO") provides this Limited Warranty as a condition of providing the services outlined in the AGREEMENT between the parties, including any bids, orders, contracts, or understandings between the parties (collectively the "Services").

ArborPro provides the Services utilizing applicable standard industry practices and based on the facts and conditions known at the point in time the Services are performed. Facts and conditions related to the subject of the Services may change over time. ArborPro cannot predict or determine developments concerning the subject of the Services and will not be liable for any developments, changes, or conditions that occur, including, but not limited to, decay or damage by the elements, persons or implements, insect infestation, deterioration, conditions not discoverable using the means and methods used to perform the Services, or acts of God or nature or otherwise. If a visual inspection is utilized, visual inspection does not include aerial or subterranean inspection, testing or analysis. ArborPro will not be liable for the discovery or identification of non-visually observable, latent, dormant or hidden conditions or hazards and does not guarantee that items will be healthy or safe under all circumstances or for a specified period of time, or that remedial treatments will remedy a defect or condition.

ArborPro may have reviewed publicly available or other third-party records or conducted interviews, and has assumed the genuineness of such documents and statements. ArborPro disclaims any liability for errors, omissions, or inaccuracies resulting from or contained in any information obtained from any third-party or publicly available source.

To the extent permitted by law, ArborPro does not make and expressly disclaims any warranties or representations of any kind, express or implied, with respect to completeness, accuracy, or current nature of the information contained in the Services or the reports or findings resulting therefrom beyond that expressly contracted for by ArborPro in the agreements between the parties, including but not limited to, performing diagnosis or identifying hazards or conditions not within the scope of the Services or not readily discoverable using applicable standard industry practices. ArborPro disclaims any warranty of fitness for any particular purpose. ArborPro's warranty is limited to one year from the date Services are performed. ArborPro's liability for any claim, damage or loss, whether direct, indirect, special, consequential or otherwise, caused by or related to the Services shall be limited to the Services expressly contracted to be performed by ArborPro.

ARTICLE VIII. INDEMNIFICATION

ArborPro agrees to defend, indemnify, and save harmless the CITY and its officers, employees and agents from and against all claims, actions, causes of action, injuries, damages, losses, liabilities, and expenses (including, without limitation, reasonable attorney's fees and court costs) arising out of, or in consequence of, any negligent or intentional act or omission of ArborPro in performance of the Services

agreed upon in this AGREEMENT to the extent of its or their responsibility for such claims, actions, causes of action, injuries, damages, losses, liabilities, and expenses.

ARTICLE IX. INSURANCE

In addition to the insurance requirements as stated in the RFP, the Contractor agrees that no work shall be commenced under the AGREEMENT until ArborPro has delivered to the City Clerk's Office or her/his designee proof of issuance of all policies of insurance required by the AGREEMENT to be procured by ArborPro. If at any time, any of said policies shall be or become unsatisfactory to the CITY, ArborPro shall promptly obtain a new policy and submit proof of insurance of the same to the CITY for approval. Upon failure of ArborPro to furnish, deliver and maintain such insurance as above provided, this AGREEMENT may, at the election of the CITY, be forthwith declared suspended, discontinued or terminated. Failure of ArborPro to procure and maintain any required insurance shall not relieve ArborPro from any liability under the AGREEMENT, nor shall the insurance requirements be constructed to conflict with the obligations of ArborPro concerning indemnification.

ARTICLE X. TERMINATION OF AGREEMENT

Notwithstanding any provisions of this AGREEMENT, the CITY shall have the right at any time, with or without cause, to terminate this AGREEMENT and the Services contemplated by this AGREEMENT upon thirty (30) days written notice of such termination. In the event of such termination of this AGREEMENT, the contract term set forth in Article II shall be changed accordingly and ARBORPRO shall be entitled to compensation for all services theretofore authorized and performed pursuant to this AGREEMENT in accordance with Article III of this AGREEMENT.

ARTICLE XI. MODIFICATIONS

This AGREEMENT may only be modified by a formal written amendment executed by the CITY and ArborPro.

ARTICLE XII. PARTIAL INVALIDITY

If any term, part, provision, section, subdivision, or paragraph of this AGREEMENT shall be held unconstitutional, invalid, or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions, or paragraphs thereof.

ARTICLE XIII. CONTRACT DOCUMENTS

It is understood and agreed by the parties hereto that the following documents are incorporated into and form part of this AGREEMENT:

- i. The CITY'S RFP dated October 21, 2023, Attachment C;
- ii. ArborPro's Proposal dated November 21, 2023, Attachment D.

In the event of any discrepancy, disagreement, or ambiguity among the documents referenced above, said documents shall be given preference in the following order to interpret and to resolve any such discrepancy, disagreement, or ambiguity:

- i. This AGREEMENT;
- ii. The CITY's RFP dated October 21, 2023, Attachment C;
- iii. ArborPro's Proposal dated November 21, 2023, Attachment D.

ARTICLE XIV. NOTICES

All notices required under this AGREEMENT shall be in writing and either hand-delivered or properly mailed by certified mail, return receipt requested, to the addresses set forth below;

ArborPro, Inc.
Keith Hennig
22605 E. La Palma Ave., Ste. 509
Yorba Linda, CA 92887

ARTICLE XV. GOVERNING LAW AND VENUE

This AGREEMENT shall be governed by and construed according to the law of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Pettis County, Missouri.

IN WITNESS WHEREOF, the parties hereto hereby execute this AGREEMENT and make it effective as of the day and year first written above.

The City of Sedalia

Signature: _____
Andrew Dawson
Mayor

ArborPro Inc.

Signature: _____
Keith Hennig
President

ATTEST:

Jason Myers
City Clerk

ATTACHMENT A: Fee Schedule

1.	Kick-off meeting	\$0.00 per 1 unit
2.	Tree re-inventory including associated data files \$3.70 per tree	\$7923.70
3.	Narrative report and slide presentation	\$0.00 per 1 unit
4.	Additional Trees Re-inventoried per City Request	\$3.95 per tree

Attachment B: Tree Inventory Data Field Definitions

The data fields that will be collected for each tree during the inventory are defined as follows:

- **Mapping coordinate.** X and Y coordinate locations.
- **Location.** The tree's physical location in relation to public ROW and/or public space will be recorded.
- **Blockside and Address.** Contractor will identify the location of each street tree and planting site so that they can easily be identified for future maintenance work. Street trees and planting sites will be located using an address number, street name, side of lot, tree number, and blockside information (on street, from street, and to street). Each tree and/or planting site at an address will receive a Site Number to aid in locating the site.
- **Species.** Trees will be identified by genus and species, with the exception of genera such as *Crataegus* or *Malus*, where field identification of species is often not practical.
- **Diameter.** Diameter is measured in inches at 4-1/2 feet above the ground, or diameter-breast-height (DBH).
- **Stems.** The number of stems a tree has will be recorded.
- **Condition.** In general, the health and structure of each tree will be recorded in one of the following categories based on visible root, trunk, scaffold branch, twig, and foliage conditions at the time of the inventory and adapted from the rating system established by the International Society of Arboriculture and based on visible root, trunk, scaffold branch, twig, and foliage conditions at the time of the inventory:
 1. Excellent. 100% condition rating.
 2. VeryGood. 90% condition rating.
 3. Good. 80% condition rating.
 4. Fair. 60% condition rating.
 5. Poor. 40% condition rating.
 6. Critical. 20% condition rating.
 7. Dead. 0% condition rating.
- **Primary Maintenance Need.** The following primary maintenance needs will be determined based on ANSI A300 standard specifications:
 1. Removal. Trees designated for removal have defects that cannot be cost-effectively or practically treated. The majority of the trees in this category have a large percentage of dead crown. All trees with safety risks that could be seen as potential threats to persons or property and seen as potential liabilities to the client would be in this category. This category includes large dead and dying trees that are high-liability risks as well as those that pose minimal liability to persons or property (such as trees in poor locations or undesirable species).

2. Large Tree Clean. These trees require selective removal of dead, dying, broken, and/or diseased wood to minimize potential risk. Priority of work should be dependent upon the *Risk* associated with the individual trees. Trees in this category may be large enough to require bucket truck access or manual climbing.
 3. Small Tree Clean. These trees require selective removal of dead, dying, broken, and/or diseased wood to minimize potential risk. Priority of work should be dependent upon the *Risk* associated with the individual trees. These trees are small-growing, mature trees that can be evaluated and pruned from the ground.
 4. Young Tree Train. These are young trees that must be pruned to correct or eliminate weak, interfering, or objectionable branches in order to minimize future maintenance requirements. Generally, these trees may be up to 20 feet in height and can be worked with a pole pruner by a person standing on the ground.
- **Secondary Maintenance Need.** The following secondary maintenance needs will be determined based on ANSI A300 standard specifications:
 1. Raise. Trees requiring pruning to remove low branches that interfere with sight and/or traffic. Lacking specific information on clearance required by local code per the client, 8 feet over sidewalk for *Pedestrian* clearance, 14 feet over roads for *Traffic* clearance, and 7 feet in public/park areas to allow for grounds maintenance will be used.
 2. Reduce. Selective pruning to decrease height and/or spread of the crown in order to provide clearance for electric utilities and lighting.
 3. Thin. The selective removal of water sprouts, epicormic branches, and live branches to reduce density.
 4. Utility. Selective pruning to prevent the loss of service, comply with mandated clearance laws, prevent damage to equipment, avoid access impairment, and uphold the intended usage of the facility/utility space. Branches are currently in conflict with overhead utility lines.
 5. Restoration. Selective pruning to improve the structure, form, and appearance of trees that have been severely headed, vandalized, or damaged.
 6. None. No secondary maintenance is recommended for the tree. This will be used as the default value when *Primary Maintenance* equals Removal or Plant Tree.
 - **Observations.** Significant observations affecting a tree's health, structure, and location will be made.
 - **Further Inspection.** This field will be used to indicate that a particular tree will require further or periodic inspection due to particular conditions with the tree that could cause it to be a safety risk and, therefore, potentially hazardous to the public.
 - **Clearance Required.** Trees which are causing or may cause visibility or clearance difficulties for pedestrians or vehicles will be identified, as well as those trees blocking clear visibility of signs or traffic signals, street lights, traffic signals, or other safety devices.

- **Hardscape Damage.** Damage to sidewalks and curbs by tree roots is noted.
- **Location Rating.** The quality of the location - used to establish tree value.
- **Overhead Utilities.** The inventory indicates whether overhead conductors or other utilities are present at the tree site that could result in conflicts with the tree.
- **Risk Assessment.** A risk rating will be assigned using an assessment protocol based on the USDA Forest Service Community Tree Risk Rating System.
 1. **Probability of Failure (1–4 points).** Identifies the most likely failure and rates the likelihood that the structural defect(s) will result in failure based on observed, current conditions.
 - a) **Low: some minor defects present.**
 - minor branch/crown dieback
 - minor defects or wounds
 - b) **Moderate: several moderate defects present**
 - stem decay or cavity within safe shell limits: shell thickness >1 inch of sound wood for each 6 inches of stem diameter
 - crack(s) without extensive decay
 - defect(s) affecting 30–40% of the tree’s circumference
 - crown damage/breakage: hardwoods up to 50%; pines up to 30%
 - weak branch union: major branch or codominant stem has included bark
 - stem girdling roots: <40% tree’s circumference with compressed wood
 - root damage: <40% of roots damaged within the critical root radius
 - c) **High: multiple of significant defects present:**
 - stem decay or cavity at or exceeding shell safety limits: minimum shell thickness = 1 inch of sound wood for each 6 inches of stem diameter
 - cracks, particularly those in contact with the soil or associated with other defects
 - defect(s) affecting >40% of the tree’s circumference
 - crown damage/breakage: hardwoods >50%; pines >30%
 - weak branch union with crack or decay
 - girdling roots with >40% of tree’s circumference with compressed wood
 - root damage: >40% of roots damaged within the critical root radius
 - leaning tree with recent root breakage or soil mounding, crack or extensive decay
 - dead tree: standing dead without other significant defects
 - d) **Extremely High: multiple and significant defects present; visual obstruction of traffic signs/lights or intersections:**
 - stem decay or cavity exceeding shell safety limits and severe crack
 - cracks: when a stem or branch is split in half or has cracks on opposite sides
 - defect(s) affecting >40% of tree’s circumference or critical root radius and extensive decay or crack(s)
 - weak branch union with crack and decay
 - leaning tree with recent root breakage or soil mounding and crack or extensive decay
 - dead branches: broken (hangers) or with a crack
 - dead trees: standing dead with other defects, such as cracks, hangers, extensive decay, or major root damage
 - visual obstruction of traffic signs/lights or intersections
 - physical obstruction of pedestrian or vehicle traffic
 2. **Size of Defective Part (1–3 points).** Rates the size of the part most likely to fail. If the trunk is the part most likely to fail, tree will be recommended for removal and the DBH value will be used for the size of the defective part.

- a) Parts less than 4 inches in diameter
 - b) Parts from 4 to 20 inches in diameter
 - c) Parts greater than 20 inches in diameter
3. Probability of Target Impact (1–3 points). Rates the use and occupancy of the area that would be struck by defective part.
- a) Occasional Use: low-use roads and park trails; parking lots adjacent to low-use areas; natural areas such as woods or riparian zones; transition areas with limited public use; industrial areas.
 - b) Intermediate Use: moderate- to low-use school playgrounds, parks, and picnic areas; parking lots adjacent to moderate-use areas; secondary roads (neighborhoods) and park trails within moderate- to high-use areas; and dispersed campgrounds.
 - c) Frequent Use: emergency access routes, medical and emergency facilities and shelters, and handicap access areas; high-use school playgrounds, parks, and picnic areas; bus stops; visitor centers, shelters, and park administrative buildings and residences; main thoroughfares and congested intersections in high-use areas; parking lots adjacent to high-use areas; interpretive signs, kiosks; scenic vistas; and campsites (particularly drive-in).
4. Other Risk Factors (0–2 points). This optional subjective risk rating is used if professional judgment suggests the need to increase the total risk rating and invoke immediate corrective action. For example, trees with a numeric risk rating of 9 or 10 would be identified as high-priority trees to receive corrective treatments first. An inspector may wish to increase a tree's risk rating from 8 to 9 as a means of ensuring the tree will receive immediate corrective treatment. The total risk rating should not exceed 10 points.
- **Risk Rating.** Generally, trees with the highest numeric risk ratings should receive corrective treatment first. The overall risk rating of the tree will be indicated, based on the sum of above risk assessment field values. See the formula below:

$$\text{Risk Rating (3–10 points)} = \text{probability of failure (1–4 points)} + \text{size of defective part (1–3 points)} + \text{probability of target impact (1–3 points)} + \text{optional subjective risk rating (0–2 points)}$$

Trees assessed as lower risk may fail before trees assessed as higher risk. There are many uncontrollable conditions, such as weather, pests, and human involvement, that can contribute to tree failure. ARBORPRO's assigned risk is meant only to be used as a guideline to make safety-driven maintenance decisions and to direct normal tree maintenance programs efficiently. All risk ratings are based on observable defects at the time of assessment. All observations are made from the ground. The following risk ratings will be assigned:

1. None. Numeric *Risk Rating* equals 0. Used for planting sites only.
2. Low. Numeric *Risk Rating* equals 3 or 4. Trees designated as presenting a Low risk have minor visible structural defects or wounds in areas with moderate to low public access. At the current time, the observable defects—using visual inspection—do not meet the threshold of failure. No corrective action is required.

3. Moderate. Numeric *Risk Rating* equals 5 or 6. Trees designated as presenting a Moderate risk have defects that may be cost-effectively or practically treated. The majority of trees in this category exhibit several moderate defects affecting <40% of a tree's trunk, crown, or critical root zone. This category may also include young or newly planted trees in frequent public use areas, such as downtown business districts or popular parks. At the current time, the observable defects—using visual inspection—do not meet the threshold of failure. The defects may or may not result in eventual tree failure. These trees can be recommended for pruning or removal and should be addressed after all *Severe* and *High* risk tree maintenance.
 4. High. Numeric *Risk Rating* equals 7 or 8. Trees designated as presenting a High risk have defects that cannot be cost-effectively or practically treated. The majority of the trees in this category have multiple or significant defects affecting >40% of the trunk, crown, or critical root zone. Defective trees and/or tree parts are most likely between 4–20 inches in diameter and can be found in areas of frequent occupation, such as a main thoroughfare, congested streets, and/or near schools. Currently, these defects indicate that the tree is failing, is in immediate danger of failing, or has already partially failed. These trees can be recommended for pruning or removal and should be addressed immediately after all *Severe* risk removals.
 5. Severe. Numeric *Risk Rating* equals 9 or 10. Trees designated as presenting a Severe risk have defects that cannot be cost-effectively or practically treated. The majority of the trees in this category have multiple and significant defects present in the trunk, crown, or critical root zone. Defective trees and/or tree parts are most likely larger than 20 inches in diameter and can be found in areas of frequent occupation, such as a main thoroughfare, congested streets, and/or near schools. Currently these defects indicate that the tree is failing, is in immediate danger of failing, or has already partially failed. Large dead and dying trees that are high-liability risks are included in this category. This category is reserved for the highest priority removals only and corrective action should be taken as soon as possible.
- o **Notes.** Additional information regarding disease, insect, mechanical damage, etc. can be included in this field.

ATTACHMENT C: CITY's RFP dated October 21 , 2023



CITY OF SEDALIA, MISSOURI
PUBLIC WORKS DEPARTMENT
TREE RE-INVENTORY
REQUEST FOR PROPOSALS – RFP 2024-011

INTRODUCTION

For this project, the City of Sedalia, through a grant funded by the Missouri Department of Conservation, seeks proposals from qualified consultants to assist with a re-inventory of approximately 2,006 public property trees in specific areas. A map of the areas of trees to re-inventory can be found in Attachment A. There are three approximate boundaries included in this inventory. The first includes trees located in Hubbard and Clover Dell Parks. The second is Hancock Ave. to the east City limits between E. Broadway Blvd. to the north City limits. The third is west City limits to the east City limits between 24th St./Katy Trail to the south City limits.

PROJECT PURPOSE AND BACKGROUND

The proposed tree re-inventory is an essential tool to help protect and enhance the City's urban forest resources. The inventory will provide pertinent empirical data needed by the City's Department of Public Works Street Division, which maintains the urban forest of over 9,842 city trees. The re-inventory will be conducted to document the location, species, tree size, current condition, primary maintenance requirements, risk rating, and additional variables as deemed necessary by the City and selected consultant, of trees on City-owned property within the defined areas. The data provided by the inventory is used to strategize and prioritize tree maintenance, planting, and removal by the Public Works Department. Further, the data will better enable City staff and the City's Tree Board to engage local residents in discussions about urban forestry, educate the public about the condition of the City's urban forest, and foster community ownership over protecting and enhancing the City's forest assets.

The proposed tree re-inventory is an integral component of the City's comprehensive tree care program. The results of this project will help the City to better understand its urban forest's composition, structure, and tree maintenance needs; plan for short-term and long-term resource allocation; develop risk management strategies; and enable the City to promote the economic, environmental, and social benefits its trees provide to the community.

In urbanized areas such as the City of Sedalia, street trees and city parks make up the majority of city's "green spaces" and are essential to the health and quality of life for city residents. Like many other communities, the City of Sedalia is concerned about the adverse effects of the tree pests and Oak Wilt Diseases. These challenges have reaffirmed the City's dedication to protect its natural resources. Sedalia has been named a Tree City USA by the Arbor Day Foundation in honor of its commitment to effective urban forest management for the past fourteen years.

The re-inventory will directly benefit all residents of Sedalia, local business owners, and visitors. Assessing the health of the community's trees and working to increase the tree canopy through a comprehensive management plan will improve air quality, reduce noise, filter storm water,

reduce the heat index, increase property values, and foster increased visitors and revenues in commercial districts.

The city is seeking a qualified consulting firm that will use ISA-certified arborists to conduct the inventory, which will be compiled in a format compatible with the City's existing inventory and geographic information system (GIS), the software utilized by the City's Public Works Department is further described below.

CITY'S ROLE IN THE PROJECT

City staff will assist the consultant with requested information in the City's possession and be active participants throughout the project. The City's Public Works Executive Administrative Assistant is assigned to the project and will be the City's Project Manager. In addition, the City's Public Works Department will assist in providing information and public communication via press releases, updates through the City's newsletter, posts on the City's social media accounts, and a presentation at a meeting for the City Council, if requested.

SCOPE OF WORK

The Scope of Work for the project includes the following required elements:

- Kick-off Meeting
 - The consultant(s), in coordination with City staff shall hold an initial meeting to discuss project requirements, site conditions, and roles and responsibilities; identify new information needs, if any, and next steps; and transfer any information to the consultant(s) that would assist in completion of the project. The consultant(s) shall prepare and distribute a brief meeting summary clearly indicating the agreements/understandings reached at the meeting.
- Contractor Staffing
 - Data collectors for the tree re-inventory must be *Certified Arborists* through the International Society of Arboriculture.
 - In accordance with RSMO 285.530.2, an affidavit must be provided to the City of Sedalia that the proposer has not and will not employ or subcontract with, unauthorized aliens in connection with the scope of work to be done under their submitted response. (E-verify)
- Tree Re-Inventory
 - The consultant(s) will create an inventory of the public trees located along public right-of-ways (ROW) and within the selected public parks/City-owned properties within the specified areas. Consultants are required to collect data in the formats listed below.
 - The GIS-based tree inventory combined with sub-meter GPS equipment to locate and collect tree data and surrounding site attributes.
 - Data that is collected and provided to the City must be compatible with i-Tree Streets, AutoCAD and ArcView.
 - Data must include, but is not limited to, the following attributes:

- Location
 - Photo
 - Species (Botanical, Cultivars and Common Names) and Common Name
 - Tree Size (Diameter)
 - Stems (The number of stems on the trunk splitting less than one foot above ground level)
 - Condition (Excellent, Very Good, Good, Fair, Poor, Critical, Dead)
 - Location Rating (Excellent, Good, Fair, Poor – To establish the tree’s value)
 - Primary Maintenance Needs (Removal, Large Tree Clean, Small Tree Clean, Young Tree Clean)
 - Secondary Maintenance Needs (Raise, Reduce, Thin, Restore)
 - Risk Assessment (Probability of Failure, Size of Defective Part, Probability of Target Impact)
 - Risk Rating (None, Low, Moderate, High, Severe)
 - Observations (Ex. – Decay, Improperly Pruned/Mulched/Installed, Memorial Tree, Nutrient Deficiency, Pest Problem(s) including Emerald Ash Borer, Poor Location, Poor Structure, Poor Root System etc.)
 - Further Inspection Requirements - Including Presence of Overhead Utility Lines
 - Clearance Requirements
 - Hardscape Damage (Curb, Sidewalk Damage or Sidewalks Lifted Due to Roots)
 - Above-ground Utilities
 - Growing Space Type (Island, Median, Natural Area, Open/ Unrestricted, Raised Planter, Tree Lawn/Parkway, Well/Pit)
 - Growing Space Size
 - Additional Notes
 - Date of Survey
 - The Contractor shall recommend guidelines for use by the City in determining which trees are most appropriate for preemptive removal, treatment or other management strategies.
- Data must be made available in all the following formats:
 - Microsoft Excel
 - Microsoft Access
 - ESRI GeoDatabase
 - ESRI Shape File
 - A final summary narrative report, which utilizes visual representation and infographics to highlight key results of the tree inventory, findings of any environmental benefits of the assessment and a slide show of inventory results will need to be submitted to the Project Manager no later than March 31, 2024.

TIMELINE

All tasks are expected to be completed by April 15, 2024. If additional time is needed in order to complete tasks, the consultants shall submit in writing the justification and additional time necessary to complete the project at least forty-five days prior to April 15, 2024. The total budget for all tasks, regardless of timeline under the anticipated contract, shall not exceed \$8,000.

EXPERIENCE AND QUALIFICATIONS

- The proposing firm(s) must have 5 year's experience with tree inventories in urban environments;
- The proposing firm(s) must have experience related to assessment of tree conditions and relevant data collection including collection of GIS coordinates.
- The proposing firm(s) must have a demonstrated ability with using visual tools, including graphs and images to convey data and other information in a clear and effective manner;
- The contractor must have sufficient internal support staff to conduct all necessary work on this project with the required professional credentials.

TECHNICAL AND COST PROPOSAL REQUIREMENTS

Technical Proposal: Selection will be based on a review of qualifications provided in response to this solicitation. Firms submitting a proposal are asked to provide the following information in sequence, as their Technical Proposal. Failure to include the items as specified may result in disqualification:

- a. Cover letter introducing the firm
- b. Names and resumes of staff who will be assigned to the project, including the project manager.
- c. Examples of related professional services.
- d. A description of the firm(s)' qualifications for this project, including the firm(s)' history, background, resources, and capabilities in areas relevant to this project.
- e. Name, description, and location of the office from which most work would be accomplished, including its size, organization, number of employees, areas of practice, and number of years in operation.
- f. References with contact information of at least three (3) municipalities where similar work was performed by the firm.
- g. A narrative of the firm(s)' understanding of the project and proposed approach to the scope of services.
- h. An example slide show or report of previous work performed by the firm.
- i. An assurance the firm will obtain a business license to provide services in the City of Sedalia.
- j. Proof that the firm's staff are ISA-certified arborists;
- k. Proof that the firm has the necessary workers compensation and insurance certificates or the ability to obtain such prior to execution of the contract with the City and to name the City as an additional insured.

- l. Disclosure of any current or anticipated work for the City of Sedalia.
- m. Proposed project schedule that includes the estimated time of completion of the scope of work.
- n. Respondents shall provide a firm fixed price per item in the below bid form.
- o. Four (4) hard copies of the bidder's proposal. One of the proposals must have the original (manual) signature of an individual authorized to enter into agreements/contracts for the firm.

The City of Sedalia reserves the right to waive any informalities or minor irregularities, reject any and all proposals which are incomplete, conditional, or obscure, accept or reject any proposal in whole or in part with or without cause and accept the proposal which best serves the City of Sedalia. The award of a contract is contingent upon the successful execution of the formal contract agreement.

CONTRACT AND INSURANCE REQUIREMENTS

The successful firm will be required to enter into a formal contract agreement with the City of Sedalia. See Attachment "B" Sample Contract Agreement.

Insurance Requirements

The Respondent shall furnish proof of insurance as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" in relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the Respondent's expense.

Respondent will be required and shall require all of its subcontractors to provide, pay for, and maintain in force at all times during the term of a contract required insurance including professional liability insurance, workers' compensation insurance, comprehensive general or commercial liability insurance, business automobile liability insurance, and employer's liability insurance, as provided below.

Companies authorized to do business in Missouri and having agents upon whom service of process may be made in the State of Missouri shall issue such policy or policies. Respondent shall specifically protect the City and the City Council by naming the City and the City Council as additional insured under the comprehensive liability insurance policy hereinafter described.

- The Respondent shall provide the City Clerk's Office an original certificate of insurance for policies required below. All certificates shall state that the City shall be given ten (10) days of notice prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to meet this requirement, it shall be the responsibility of the Respondent to provide the proper notice. Such notification will be in writing by registered mail,

return receipt requested and addressed to the City Clerk's Office. Such policies shall: (1) name the insurance company or companies affording coverage acceptable to the City; (2) state the effective and expiration dates of the policies; and (3) include special endorsements where necessary. Such policies provided for below shall not be affected by any other policy of insurance, which the City may carry in its own name.

- The Respondent shall as a condition precedent of this contract furnish to the City of Sedalia, Attn: City Clerk's Office, 200 S. Osage Avenue, Sedalia, MO 65301, certificate(s) of insurance upon execution of this contract which indicate that insurance coverage has been obtained which meets the requirements as outlined below:
- Commercial General Liability
 - i. This insurance, to be on comprehensive form, shall protect Contractor against any and all claims in connection with or resulting from Contractor's operations under the Contract Documents for injuries to or death of any person other than his employees, and damage to property of others, including loss of use resulting therefrom, arising in whole or in part out of any act of omission of Contractor, his agents or Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable.
 - ii. In addition, this general liability insurance policy shall be endorsed to provide blanket contractual liability insurance.
 - iii. The property damage liability coverage under this policy shall contain no exclusion (commonly referred to as XC&U exclusion) relative to damage to underground property.
 - iv. Liability limits shall be not less than the following:

General aggregate limit (other than products - completed operations) -	\$3,000,000
Products- completed operations aggregate limit -	\$3,000,000
Each occurrence limit -	\$1,000,000
Fire damage limit -	\$50,000
Medical expense limit -	\$5,000
 - v. The City shall be named additional insured on this insurance.
 - vi. Subcontractors not eligible for professional liability coverage, by virtue of their trade, shall provide commercial general liability coverage acceptable to the City's Attorney. Subcontractors eligible for professional liability coverage shall be required to provide professional liability coverage acceptable to the City's Attorney on a project-by-project basis.
- Automobile Liability Insurance

- i. Contractor shall carry Comprehensive Automobile Insurance covering all vehicles owned, hired, rented or non-owned, licensed or not licensed, used in the operations and work under this contract.
 - ii. Liability limits shall be not less than the following:
 - Bodily Injury (B.I.) and Property Damage (P.D). - \$1,000,000 Combined Single Limit (CSL)
 - iii. The City shall be named additional insured on this insurance in regard to all claims arising out of the operations and work under this contract.
- Workers' Compensation and Employers' Liability Insurance
 - i. Workers' compensation insurance is to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Missouri and all applicable federal laws, for the benefit of the Respondent's employee.
 - ii. This insurance shall protect Contractor against any and all claims brought under the Workmen's Compensation Law for the state or states involved in the work. It shall also protect Contractor against claims for injury to, disease, or death of workmen engaged in the work which, for any reason, may not fall within the provisions of the Workmen's Compensation Act. This policy shall include "All States" endorsement.
 - iii. Limits of coverage shall not be less than the following:
 - (1) Workmen's Compensation – Missouri Statutory Requirement, Chapter 287
 - (2) Employer's Liability - \$500,000 each person
- Professional Liability/Errors and Omissions Coverage
 - Combined Single Limit
 - Each Occurrence \$1,000,000
 - General Aggregate Limit \$3,000,000
 - Deductible not to exceed 10%
 - Must be in effect for at least five (5) years after Project completion
- This policy shall include personal injury liability insurance for limits of not less than \$1,000,000 each claim and \$3,000,000 annual aggregate.
- This policy shall provide "Broad Form Property Damage" Insurance.
- Owner's Protective Liability Insurance:
 - i. This insurance shall name the City as the named insured, and the insurance shall be maintained in force for the duration of the Contract and shall be purchased by the Contractor at his expense.

- ii. Policy shall be for the same limits of liability as the Comprehensive General Liability Insurance and shall protect the City against any and all claims, and liabilities for injury to or death of persons, or damage to property caused in whole or in part by the negligent acts or omissions of Contractor, his agents, employees, or subcontractors, in connection with or resulting from the operations performed under the terms of the Agreement.

The above insurance requirements are only required to be carried by the Respondent during the term of the assigned project.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Respondent. Any exclusions or provisions in the insurance maintained by the Consultant that precludes coverage for the work contemplated in a contract shall be deemed unacceptable, and shall be considered a breach of contract.

A copy of current Certificates of Insurance should be included with your response.

In the event that you are the successful Respondent, you will be required to provide a certificate naming the City as an "additional insured" for General Liability. Certificate holder should be addressed as follows:

City of Sedalia
City Clerk's Office
200 S. Osage Avenue
Sedalia, MO 65301

The Respondent shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in force for the duration of the project. If insurance certificates are scheduled to expire during the contractual period, the Respondent shall be responsible for submitting new or renewed insurance certificates to the City at a minimum thirty (30) calendar days in advance of such expiration.

TERM OF CONTRACT

The contract term shall be for a period of six (6) months commencing upon successful execution of the formal contract. The City reserves the right to extend the contract for an additional four (4) month period.

OWNERSHIP OF WORK PRODUCT

All work products including digital forms produced or created by the vendor as a result of or related to the performance of work or services under this solicitation will be the property of the City of Sedalia.

QUESTIONS

All inquiries must be written and submitted by e-mail. Questions or clarifications to the technical specifications must be made in writing to Elizabeth Nations, Executive Administrative Assistant at enations@sedalia.com by 4:00 pm on Nov. 8, 2023. Telephone calls are not permitted. Answers to questions will be e-mailed to those individuals requesting bid packets as an addendum to this solicitation.

All interested parties shall submit proposals including qualifications to the City of Sedalia, City Clerk's Office at 200 South Osage, Sedalia, Missouri 65301 until 2:00 P.M., Tues, November 21, 2023. Responses to this Request for Proposals may be hand delivered, delivered by U.S. Postal Service or courier.

Responses received after the bid date and time will not be accepted or opened.

All questions must be directed to Elizabeth Nations, Executive Administrative Assistant, 200 S. Osage Ave., Sedalia, MO 65301, or (660) 827-3000 ext. 1166 or at enations@sedalia.com.

BID PROPOSAL FORM

Item for Bid	Cost Per Unit	# of Units	Total Bid
1. Kick-off Meeting		1	
2. Tree Re-inventory including associated data files		2,006	
3. Narrative report and slide presentation		1	
4. Additional Trees Re-inventoried per specific City request		1	
GRAND TOTAL			

EVALUATION PROCESS

Proposals submitted will be evaluated by a review committee. The committee shall review and evaluate each of the proposals using the criteria described in this solicitation. The committee will then convene to review and discuss these evaluations.

The City reserves the right to seek clarification of information submitted in response to this solicitation and/or request additional information during the evaluation process.

The City reserves the right to reject any or all proposals or parts of proposals.

EVALUATION AND SELECTION CRITERIA

All submitted proposals will be reviewed for the experience and qualifications as well as completeness of proposal requirements identified in the solicitation. From the eligible proposers, the selection and retention of a consultant(s) will be based on an evaluation of their ability to meet the following requirements for the services requested:

Factor 1: Project Understanding and Proposed Approach (20%)

- Quality and comprehensiveness shown in the consultant’s proposed approach (5%).
- Extent of the consultant’s demonstrated understanding of the project scope and objectives (10%).
- Creativity and originality of consultant’s proposal (5%).

Factor 2: Experience and Qualifications of the Project Team (30%)

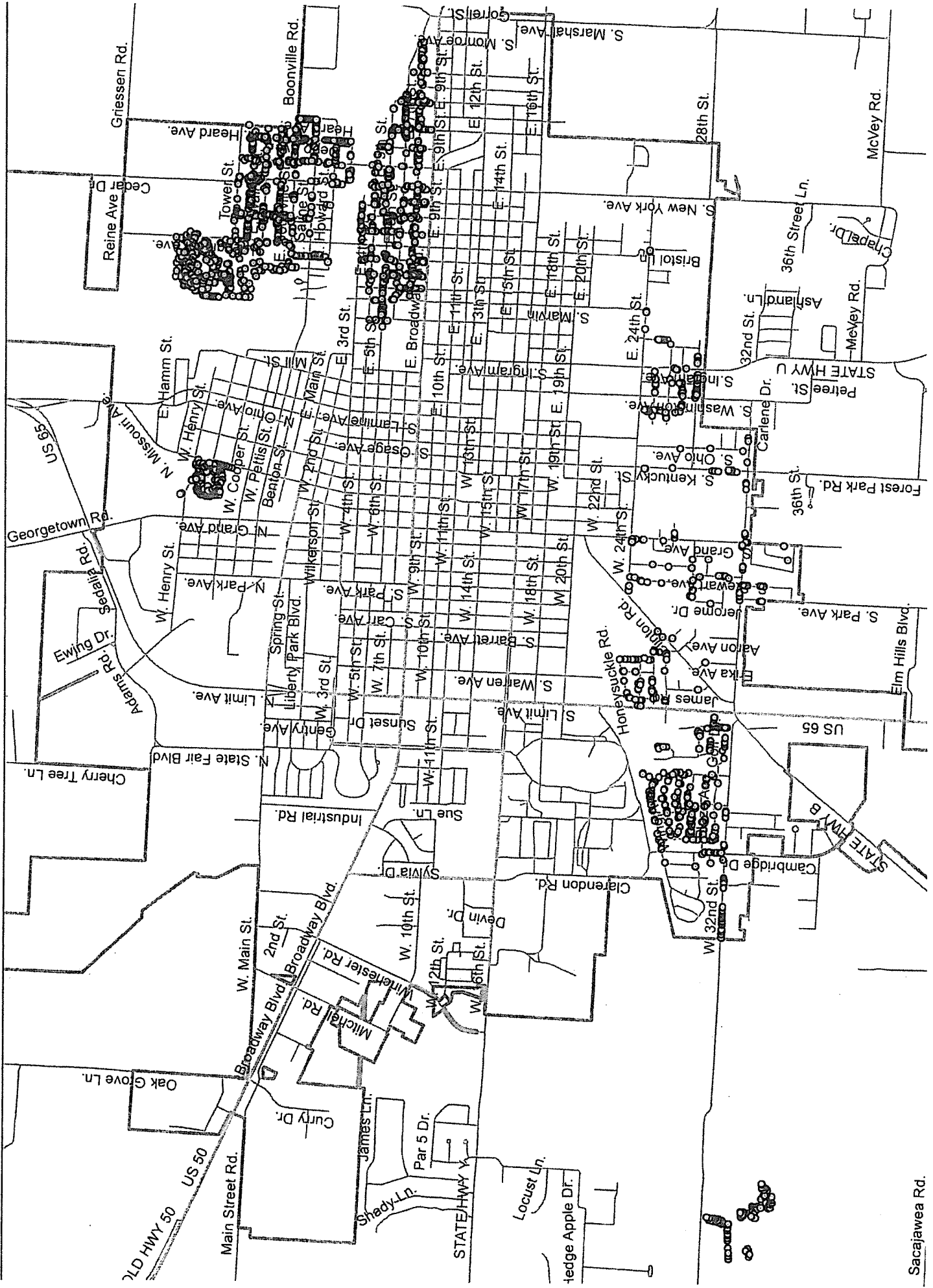
- Education, training, and experience of assigned personnel, including the project manager (10%).
- Experience and quality of the team’s recent relevant experience in completing similar projects (10%).
- Feedback of recent clients and the quality of consultant references (5%).
- Extent to which the consultant has the personnel, equipment, and facilities to provide the requested services (5%).

Factor 3: Total Project Cost (40%)

Factor 4: Demonstrated ability to use visual tools, including graphs and images to convey data and other information (10%)

ATTACHMENT "A"
MAP OF THE TREE RE-INVENTORY AREAS

Exhibit A



ATTACHMENT "B"
EXAMPLE CITY OF SEDALIA
TREE RE-INVENTORY CONTRACT

**AGREEMENT
BY AND BETWEEN
THE CITY OF SEDALIA, MISSOURI AND
TO BE DETERMINED
TREE RE-INVENTORY AND RELATED DATA AND REPORTING SERVICES**

This agreement made and entered into this XX day of November xx, 2023, by and between the City of Sedalia, Missouri, hereinafter referred to as the "City" and "xxxxxx". hereinafter referred to as the "Contractor" whose principal place of business is located at
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX.

This agreement between the City and the Contractor shall consist of (1) the Request for Proposal (Exhibit A), and any addendums thereto, (2) the bid(s), as accepted, submitted in response to the Request for Proposal (Exhibit B), and (3) the purchase orders. In the event of a conflict in language between the documents referenced above, the Request for Proposals and addendums thereto shall govern over the Contractor's Bid and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in the case of conflict with the applicable requirements stated in the Request for Proposal or the Contractor's Bid. In all other matters not affected by the written clarification, if any, the Request for Proposals shall govern.

Any modification and supplementation of the Contract shall be upon written agreement of the duly authorized representatives of the contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Contractor. This agreement is for six months, beginning on the date of the execution of this agreement. The City may, at its option, extend this agreement for up to one (1) four month term with agreement of the contractor.

Kelvin L. Shaw, City Administrator
City of Sedalia

Authorized Representative
"To Be Determined"

ATTEST:

Jason Meyers
City Clerk

ATTACHMENT D: ArborPro's Proposal dated November 21, 2023

**CITY OF SEDALIA
TREE RE-INVENTORY
RFP 2024-011**

SEDALIA

Let's Cross Paths



Submitted by:

ArborPro Inc.

22605 E. La Palma Ave, Suite 509

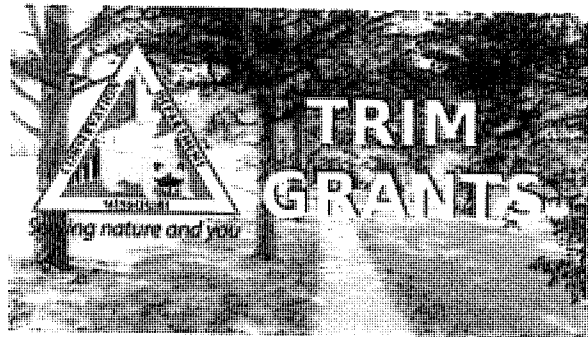
Yorba Linda, CA 92887

O: 714.694.1924

F: 714-694-1981

www.arborprousa.com

November 9, 2023



City of Sedalia
Office of the City Clerk
200 S. Osage Avenue
Sedalia, MO 65301

Dear City of Sedalia;

ArborPro, Inc. appreciates the opportunity to prepare this proposal for your Tree Re-Inventory for public trees located in ROW and public parks, as indicated in RFP 2024-011, throughout the City of Sedalia.

My name is Keith Hennig, and I am the President of ArborPro, Inc. We are incorporated in California and licensed to do business in Indiana, Missouri, Wisconsin, Michigan, Iowa, and Illinois. Our phone number is 714-694-1924, and my direct email address is khennig@arborprousa.com. ArborPro conducted a tree inventory for the City of Sedalia in the spring of 2023 and we would like you to consider ArborPro for your Tree Re-Inventory for next year. We are prepared to conduct a comprehensive GPS-based tree inventory to assist the City of Sedalia in proactively managing its urban forest.

We propose sending a team of highly educated ISA-Certified Arborists to complete this project. The team will accurately collect the critical tree attributes in compliance with the Missouri Department of Conservation grant requirements using iPads and our proprietary GIS Tree Inventory Software, ArborPro Enterprise 2.0. Our team has a comprehensive quality assurance program that allows us to provide our clients with superior data regardless of the project size.

ArborPro's team would like to partner with the City of Sedalia for this project now and in the future to support and educate the residents of this gorgeous area about the significance and benefits of their urban forest. We have the experience and resources to execute this project's scope with great integrity and easily commit to the contract objectives.

Your consideration of my proposal is greatly appreciated.

Sincerely,



Keith Hennig
President

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PERSONNEL

ArborPro's full-time professional arborists have years of experience working together as a team. We feel that the experience of this teamwork allows us to be more efficient and accurate in our data collection process, delivering a superior product before any deadline. We also have the resources to increase the number of highly trained arborists to meet any milestones, deadlines, or timelines.

We propose to send a team of two of our highly-educated ISA Certified Arborists, led by ISA-certified Arborist Mason Burdick, to the City of Sedalia to complete this project. Our ISA Certified Arborists proposed for this project have years of experience in data collecting street tree inventories. The team will collect the critical tree attributes accurately and efficiently using iPads and our proprietary GIS Tree Inventory Software, ArborPro Enterprise 2.0. Our team has a comprehensive quality assurance program that allows us to provide our clients with superior data regardless of the project size. All data collectors will reside in the City of Sedalia for the duration of this project.

MASON BURDICK – PROJECT MANAGER

ISA Certified Arborist, Data Collector, ISA CERT # WB-15457A (IB-15457A) (Mason Burdick)



Mason Burdick graduated from the University of California Santa Cruz with a Bachelor of Science in Earth Sciences, concentrating in Environmental Geology, in 2016. Since he began with the ArborPro team in June of 2018, Mason has worked his way up from a Vegetation Management Pre-Inspector and Tree Inventory Data Collector to leading projects. Mason is competent with multiple GIS data collection software. He has been a certified arborist since 2021 and has worked on dozens of inventories in addition to municipal and military installations. Mason completed his Tree Risk Assessment Qualification in February of 2022.

His primary role in this project will be as a Project Manager.

Mason's tree inventory experience includes, but is not limited to:

Ashland, WI
St. Joseph, MO
Kansas City, MO
Grand Rapids, MI
UCSD

Wentzville, MO
Truman State, MO
San Francisco, CA
Olivette, MO
Orange, CA

RICHARD SULLEY – DATA COLLECTOR

ISA Certified Arborist (CERT# NY-6543A), ISA Certified Arborist

Richard Sulley was certified by the International Society of Arboriculture on April 1, 2021. He is also a Certified Consulting Urban Forester. Richard joined the ArborPro Team in June 2018. He graduated from SUNY in December 2014 with a Bachelor of Science degree in Ecology before getting his certification in Applied Environmental Science from Plattsburgh College in New York. Richard led the team that completed a tree inventory project for the Village of Rockville Centre, NY, consisting of the collection of over 8,736 tree sites; he also worked on the team in the final stages of the County of Los Angeles tree inventory project. Richard has five years of experience in tree species identification working for ArborPro.



Rich's past work history includes, but is not limited to:

Wentzville, MO

Kirkwood, MO

Kansas City, MO

Grand Rapids, MI

County of Los Angeles, CA

Cedar Rapids, IA

San Francisco, CA

Ashland, WI

New Orleans, LA

Baldwin Wallace University, OH

SCOTT ECKERSALL – GIS. DEVELOPER & PRODUCT MANAGER

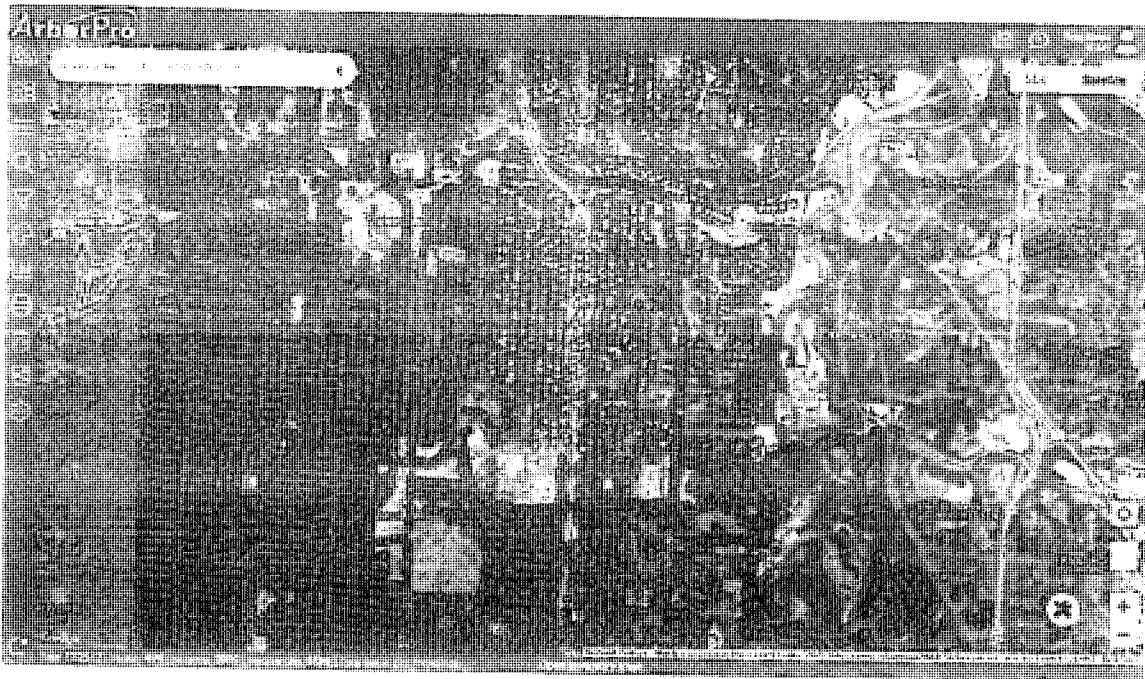
Scott Eckersall earned a BS degree in Civil Engineering from California State University, Los Angeles. He has been with ArborPro Inc. for over fifteen years and has developed ArborPro as well as ArborPro Enterprise, our cloud-based inventory software. Before ArborPro, he served as Product Manager and lead software developer for Digital Map Products for three years, where he designed CityGIS.com. Moreover, he worked at Psomas for one year, where he developed a variety of GIS applications, including an ArcGIS-based Automated Pollutant Loading Model for Los Angeles City. Scott continues to update and improve ArborPro's software by implementing suggestions and ideas from clients that use the program daily.



EXAMPLES OF INITIATED PROFESSIONAL SERVICES

CITY OF KANSAS CITY, MO

The City of Kansas City awarded ArborPro, Inc. the contract to perform a tree inventory and an assessment of the EAB trees throughout the City. The TRIM grant program funded a portion of this project. We assigned our Board-Certified Master Arborist, Scot Watkins, to perform these services. Mr. Watkins is a local Missouri resident and completed the project without the assistance of any other data collectors. Over a few months, Mr. Watkins completed the EAB assessment and tree inventory of over 13,000 trees. The City of Kansas City also began using our tree inventory program ArborPro. They imported the data from a previous inventory and added it to our survey. Below is a screenshot of the Kansas City database.



Alice E. Hannon
City of Kansas City, MO
Alice.Hannon@kcmo.org
Phone: 816-513-7779

CITY OF WENTZVILLE, MO

ArborPro completed the tree inventory services contract for the City of Wentzville, MO, in May 2017. This contract included a city-wide tree inventory, a management plan, and software. The tree inventory required multiple data fields and was delivered in the ArborPro software and ESRI shapefiles. The management plan requirement included an executive summary, a section on urban forest benefits, tree inventory analysis, a tree management program, and references. It was a very detailed plan derived from the data collected by our arborists. Please see an excerpt from the Urban Tree Benefits analysis below.

Susan Maag
 Horticulturist
 310 West Pearce Blvd.
 Wentzville, MO 63385
 636-288-8697
Susan.Maag@wentzvillemo.org

Section 2: Urban Tree Benefits

Trees provide various environmental, social, and economic benefits in urban areas. When adequately maintained, trees can reduce pollution, improve mental health, and lower energy costs. It is essential to understand the benefits trees provide as they can offset the cost associated with tree maintenance. A correctly implemented tree maintenance program will maximize tree benefits in the urban setting, allowing trees to provide benefits that meet or exceed the time and money invested in maintenance activities.

The i-Tree Streets application was used to quantify the benefits provided by Wentzville's trees. This application uses growth and benefit models designed around predominant urban trees to calculate trees' specific benefits in dollar amounts. The benefits calculated by i-Tree Streets include energy conservation, air quality improvements, carbon dioxide (CO₂) reduction, stormwater control, and aesthetic/other. It creates annual benefit reports demonstrating urban trees' value to the surrounding community. The results of Wentzville's i-Tree report can be seen in Figure 3.

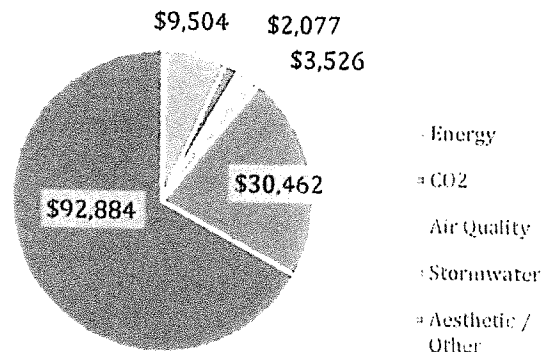


Figure 3: Annual monetary benefits provided by Wentzville's trees

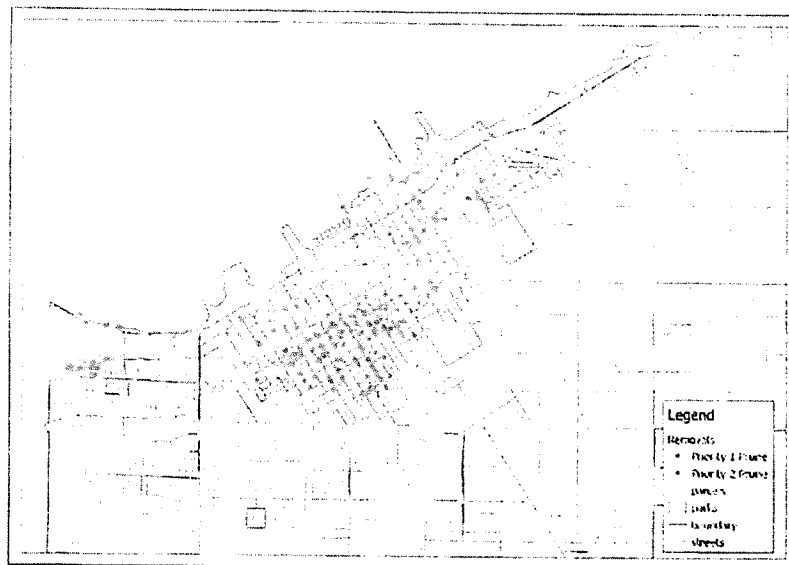
CITY OF ASHLAND, WI

In August and September 2017, ArborPro worked with Ashland to conduct a comprehensive tree inventory and develop a Tree Management Plan. This plan considers the size characteristics, condition, and species distribution of the inventoried trees and provides a prioritized system for the maintenance of all trees within the survey area. The following tasks were completed:

- Inventory of trees, vacant sites, and stumps along street ROWs and in public parks
- Analysis of tree inventory data
- Development of a plan that prioritizes the recommended tree maintenance

The 2017 tree inventory included trees and stumps within City parks and along public street rights-of-way (ROW). A total of 4,378 sites were recorded during the inventory, which had 4,348 trees and 30 stumps. Of the inventoried sites, 3,695 are located along street ROWs, and 683 are in City parks.

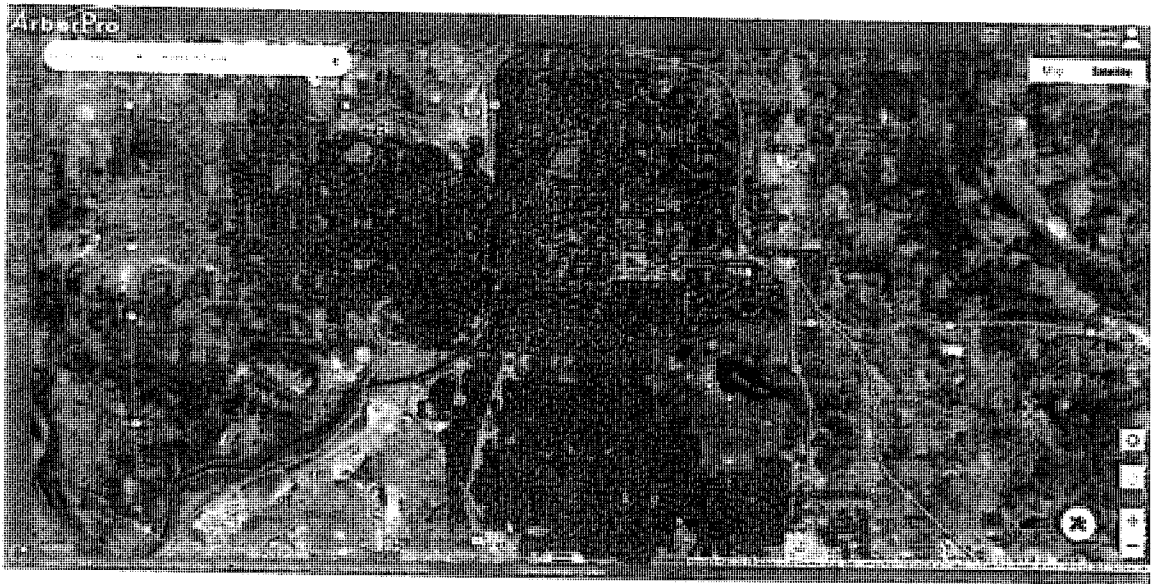
ArborPro found several high-risk trees (Priority 1 Prune and Removal) during the inventory that should be pruned or removed immediately to promote public safety. Below is a map of the Priority 1 Prune and removal submitted to the City of Ashland, WI.
Budget: \$14,400.00



Dan Maderich
Civil Engineering Technician
City of Ashland, WI
715-682-7045
dmaderic@coawi.org

CITY OF GRAND RAPIDS, MI

The City of Grand Rapids, Michigan, awarded its tree inventory project to ArborPro Inc. The project included a comprehensive city-wide tree inventory with stumps and vacant planting sites and an inventory of every City Park, City facility, and cemetery. Over the next few months, ArborPro Inc. inventoried over 85,000 trees throughout the City. Our team provided the City Arborist, Joe Sulak, with weekly updates on the project's progress and maintained constant communication with Mr. Sulak. ArborPro completed the project with a two-person team. After completing the project, Mr. Sulak sent us the quoted email below thanking William for his hard work and professionalism throughout the project. Below is a screenshot of the project.



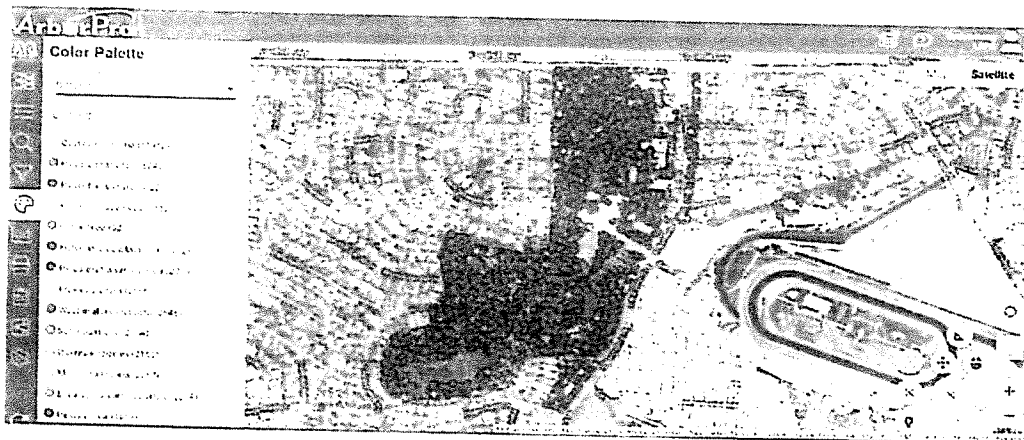
*Good Morning Bill,
The way you have structured the Oakhill survey is great. I really appreciate all you have done on this project and the regular updates. The survey has been completed in a professional manner and when I have 'spot checked' data it has been accurate. We will be presenting the data to the City Commission probably mid-summer.*

Joe Sulak
Grand Rapids Parks Superintendent
Cemetery, Forestry & Park Operations
300 Monroe Ave NW, Room 601
Grand Rapids, MI 49503
616-456-4236
jsulak@grand-rapids.mi.us

LOS ANGELES COUNTY - DEPARTMENT OF PUBLIC WORKS - PARKS DEPARTMENT

Beginning in 2018 ArborPro's inventory team, including Mason Burdick, Ken Greby, Richard Sulley, and Matthew Karody, started working on the L.A. County Department of Public Works street **tree inventory**. Over the next two years, our team surveyed over **180,000 tree sites**, including stumps and vacant planting sites. Based on the success of this project, the L.A. County Parks Department hired ArborPro to complete an assessment of all of the trees in County Parks. This separate project began in January 2022 and was completed in June 2023. The Parks Department purchased unlimited licenses of the ArborPro Enterprise program and has already started to use the system to manage all of their trees.

Due to the quality of the work our team of Arborists provided, the County of Los Angeles Parks Department added some unique locations that were not initially included in the tree inventory scope. These locations include the L.A. Arboretum, Descanso Gardens, and the Hollywood Bowl, among other Botanical Gardens and Theatre locations. ArborPro is in the process of setting up our Community Viewer for the L.A. Arboretum. Guests of the Arboretum are going to be able to scan a Q.R. code on their smartphone upon entering the property and access the L.A. Arboretum tree data. As guests walk through the property, they can click on individual trees to access the species, dbh, and height information. We are also working on adding historical data to the application so the guest will also be able to learn the individual tree's history and that species' history. Below is a screenshot of the Arboretum database.



Todd R. Schmit, P.L.A.
County of Los Angeles Department of Parks and Recreation
M: 626-734-8440 O: 626-588-5346
TSchmit@parks.lacounty.gov

ArborPro, Inc. has completed over 500 tree inventories throughout the United States over the past twenty years. Our projects have varied in size from 100 to 350,000 trees. ArborPro, Inc. has the most experience in the country in completing projects of this scope. All the tree inventories provided by ArborPro for the past twenty years have included Level 2 Tree Risk Assessments.

Below is a partial list of tree inventory projects our team has completed:

Relevant Municipal Experience

City of Sedalia, MO	City of Gaithersburg, MD
City of Kansas City, MO	City of Miramar, FL
City of St Josephs, MO	City of Tallahassee, FL
City of Wentzville, MO	City of Jacksonville, FL
City of Kirkwood, MO	City of North Miami Beach, FL
City of North Kansas City, MO	City of New Orleans, LA
City of Ashland, WI	City of Ogden, UT
City of Grand Rapids, MI	City of Albany, OR
City of Cedar Rapids, IA	City of Henderson, NV
Village of Rockville Centre, NY	City of Sumner, WA
Village of Massena, NY	City of San Francisco, CA
Village of Warwick, NY	City of Malibu, CA
Village of Sleepy Hollow, NY	City of Cupertino, CA
City of Poughkeepsie, NY	City of Milpitas, CA
City of Kingston, NY	City of Arvin, CA
Borough of Haddonfield, NJ	County of Los Angeles, CA
City of Hoboken, NJ	San Diego, CA
Borough of Madison, NJ	City of Flower Mound, TX
City of Alexandria, VA	City of Springfield, MA

QUALIFICATIONS

ArborPro has been in business since 2003. We have provided Municipalities, Universities, and other federal government agencies with tree inventories, hazardous tree assessments, and management plans for the past twenty years.

ArborPro's full-time professional arborists have years of experience working together as a team. We feel that the experience of this team allows us to be more efficient and accurate in our data collection process, delivering a superior product before any deadline. We also have the resources to increase the number of highly trained arborists to meet any milestones, deadlines, or timelines.

ArborPro's proprietary GIS Tree Inventory Software, ArborPro Enterprise 2.0, is very robust in features and integrates easily with other platforms. Inventory data collected with Enterprise can be easily exported for use in different formats like ArcGIS, geodatabase, ESRI shapefile, iTree Streets, AutoCAD, ArcView, Microsoft Access and/or Microsoft Excel.

In addition to the field staff, our technical team consists of Software Developers, IT Specialists, and GIS Analysts to support GIS consulting and development. GIS services range from simple map assembly to complex Urban Tree Canopy Assessments. The interdisciplinary mix of the ArborPro team rounds out our capabilities to satisfy all urban forest management demands, whether to aid in future planning, current management, or understanding past complications for potential opportunity development.

A tree inventory is a time and money-saving tool that will benefit the City of Sedalia year after year. The liability factor of damage to property and people will be significantly reduced when hazardous trees are located and identified. Tree maintenance costs will be reduced with the ability to create work orders for tree crews, making their job easier and saving time. With your fourteen-year Tree City USA designation, your City and your community appreciate the benefits of investing in their Urban Forest. At ArborPro, we share this same commitment and look forward to working with you.

ORGANIZATION

ArborPro, Inc. has provided urban forestry services and software for twenty years. We incorporated in March of 2003, and our home office is in Yorba Linda, CA. Our address is 22605 La Palma Ave, Ste 509, Yorba Linda, CA 92887. Our facility has a total of 4,800 square feet of space, houses our office and conference room space, and allows for equipment storage and our safety and training space. We currently employ forty-five people, including twenty-two ISA Certified Arborists, ten of which are also TRAQ certified. In addition to the field staff, our technical team consists of Software Developers, IT Specialists, and GIS Analysts to support GIS consulting and development. GIS services range from simple map assembly to complex Urban Tree Canopy Assessments.

All data collectors will reside in the City of Sedalia for the duration of this project.

REFERENCES

Alice E. Hannon
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Joe Sulak - City of Grand Rapids, MI
Grand Rapids Parks Superintendent
Cemetery, Forestry & Park Operations
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Grand Rapids, MI 49503
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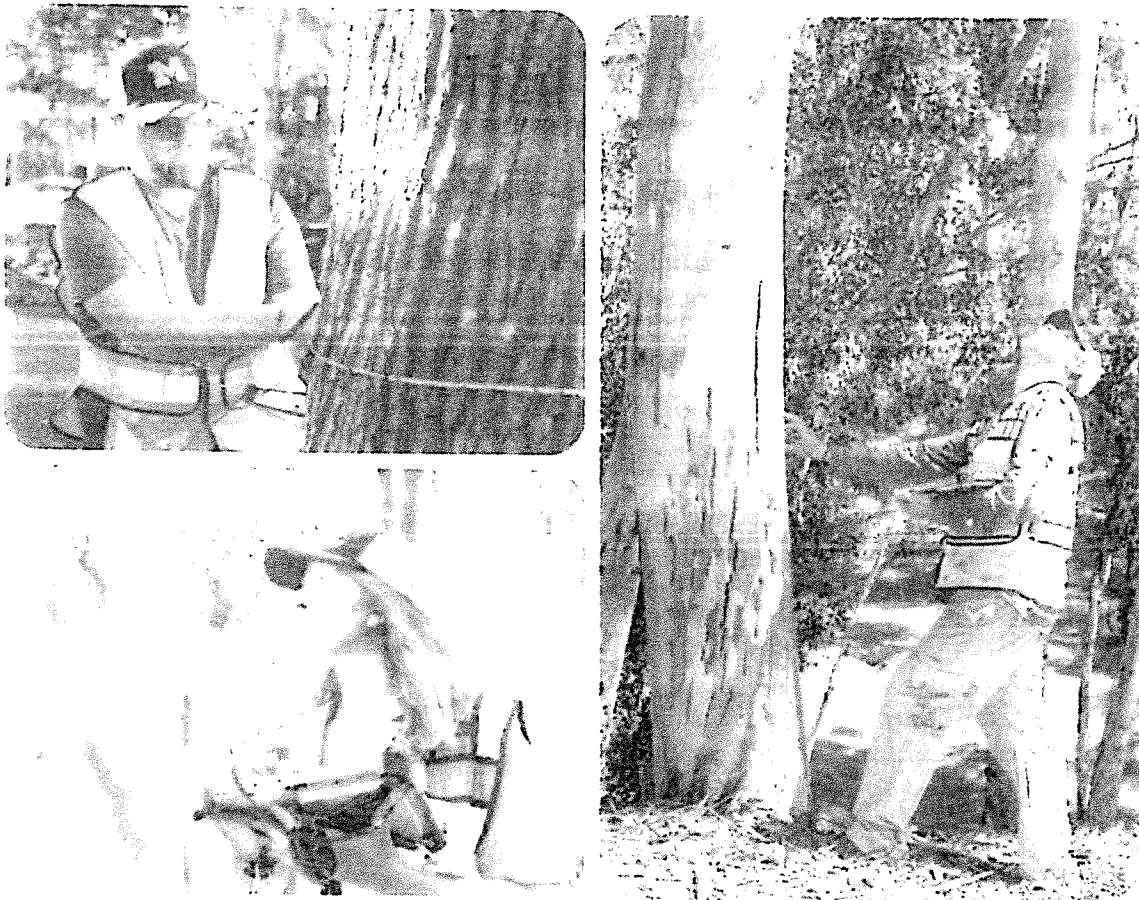
Amanda N. Walker
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504-658-3201
amwalker@nola.gov

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NBIRDWEL@dpw.lacounty.gov

UNDERSTANDING & APPROACH

ArborPro Inc. is offering to conduct a comprehensive GIS-based tree re-inventory on the municipally maintained park and right-of-way trees for the City of Sedalia. Our ISA Certified Arborists will work with the City to collect the proposed tree attributes, identify potential planting sites, and assess tree conditions in the field. We will conduct data collection as required by the scope of work and our arborists will focus on the City's concerns regarding pests and Oak Wilt Diseases. ArborPro will compile the database using our ArborPro urban forest management software Enterprise 2.0 and complete all project tasks by the April 15, 2024, deadline.

We look forward to partnering with the City of Sedalia in educating the public on the significance and benefits of trees in our ecosystem and working on the City's goal to increase its tree canopy.



TREE INVENTORY DATA FIELDS

The collected data will contain all fields compliant with the project's scope. Maintenance needs will be determined based on ANSI A300 standards specifications. This field structure is built directly into the ArborPro Enterprise 2.0, and it is easily customizable if needed.

All data fields and definitions can be modified per the City's request during the Pre-Job Meeting. A glossary of definitions used in inventory will be included in the Summary Report.

Data collected during the inventory will include but are not limited to the following:

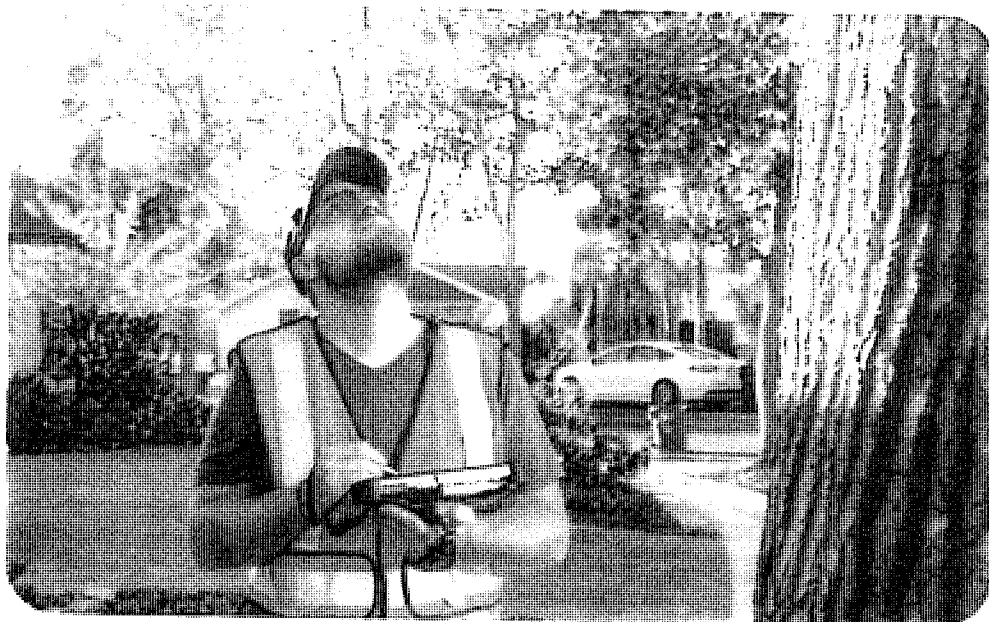
- # Location
- # Photo
- # Species: (Botanical, Cultivars and Common Name)
- # Tree Size/DBH
- # Stems
- # Condition Rating
- # Primary Maintenance Needs
- # Secondary Maintenance Needs
- # Risk Assessment
- # Risk Rating
- # Observations
- # Further Inspection Requirements
- # Clearance Requirements
- # Hardscape Damage
- # Aboveground Utilities
- # Growing Space
- # Growing Space Size
- # Additional Notes
- # Date of Survey
- # Management Recommendations



TREE HEALTH ASSESSMENT

ArborPro will evaluate the condition of each tree following the International Society of Arboriculture rating system. Following are our standard (industry standard) definitions for tree conditions. During the Pre-Job meeting, we will discuss these definitions with the appropriate City staff and make adjustments if necessary.

<p>Excellent (ISA. Rating 100%)</p>	<p>Trees in this class are judged to be exceptional trees possessing the best qualities of the species. They have excellent form, very minor maintenance issues, with virtually no dead branches, deformities, or nutritional problems. These trees are in an acceptable location and can be expected to achieve a full mature shape and life expectancy.</p>
<p>Good (ISA. Rating 80%)</p>	<p>Trees in this class are judged to be desirable and, with proper maintenance, can be returned to excellent classification. They may be interfering with utility lines, planted in an overcrowded location, or have minor insect, pathogen, or nutritional deficiencies.</p>
<p>Fair (ISA. Rating 60%)</p>	<p>Trees in this category have some or all of the following problems: large dead limbs representing less than one-third of the canopy, large cavities in the trunk, major deformities, girdling roots, obvious insect, pathogen, or nutritional problems.</p>
<p>Poor (ISA. Rating 40%)</p>	<p>Trees in this group are in degraded condition with irreversible problems. These can include dead branches representing 50% or more of the canopy, drastic deformities, multiple trunk cavities, and severe insect, pathogen, or nutritional problems.</p>
<p>Removal (ISA rating of <40%)</p>	<p>Trees in this category are either already dead or in such poor condition that removal is required. These trees have over 90% dead branches and/or have completely succumbed to insects, pathogens, or nutritional deficiencies.</p>



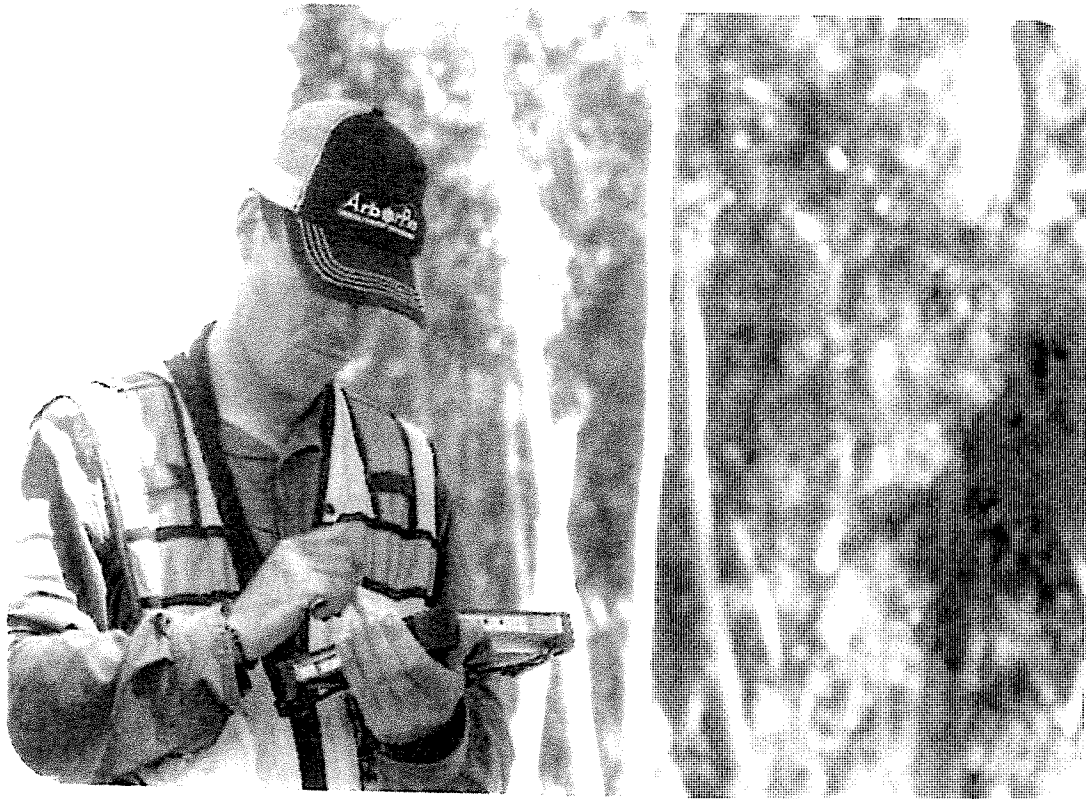
DATA DELIVERY

Tree Inventory

The final deliverables will include all data collected in an ESRI Geodatabase, Microsoft Excel, Microsoft Access, and ESRI Shapefile format. The City of Sedalia will also be able to access the inventory on ArborPro Enterprise 2.0, our Cloud-based inventory management software, which is accessible on any web-enabled device via a web browser. A one-year subscription to ArborPro Enterprise 2.0 will be included, along with online training and customer support, for no additional charge.

Summary Report

Upon completion of the inventory, ArborPro will provide a Close-out Summary Report of the observations to summarize the data collection process, provide basic statistics related to the inventory, and identify high-risk trees for priority removal. The terms used during the data collection will be defined to maximize inventory utility. ArborPro will submit the final summary report and slide show to the City's Project Manager no later than March 31, 2024.



PRE-JOB MEETING

The ArborPro staff will meet with the City representatives before data collection to discuss project requirements, site conditions, roles, and responsibilities. Meeting topics will include scheduling, field criteria, detailed attribute definition, zone or naming classification, daily operating procedures, as well as raw geographic data sharing and acquisition. Potential issues during data collection will also be discussed to agree on the best mitigation strategies. ArborPro will submit a detailed work plan to the City before starting data collection.

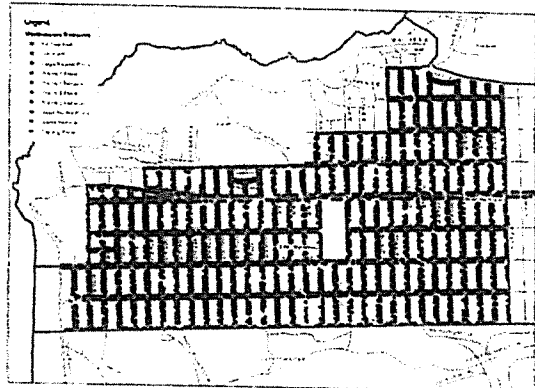
DATA COLLECTION PROCESS/QUALITY ASSURANCE

Based on our experience of providing municipalities with GIS tree inventories with the ArborPro Software Suite for over twenty years, we have developed a comprehensive Quality Control Plan. We recommend utilizing two Certified Arborists as data collectors for the entire project. This strategy will result in the job being completed on time, with the highest level of quality data delivered.

Utilizing iPads, the data collectors will collect the data directly into the ArborPro Software Suite and review the data daily. ArborPro is equipped with detailed quality assurance scripts to verify and correct addressing and spatial abnormalities. Furthermore, the data is run through various quality assurance queries to identify potential data entry errors. Our quality assurance queries include tabular data review and spatial quality control scripts. A few examples of quality control queries include:

Spatial Queries	Parcel Address = Point Address Centerline = Point Street Side Tree vs. Front Tree Identification
Tabular Queries	Condition vs. Recommended Maintenance No duplicate Addresses Species Review – All species meet regional species Height vs. DBH

ArborPro will complete the work on a grid-by-grid basis. Each grid will be completed and reviewed before beginning the following grid. This process ensures that no trees are missed and assures the quality of the data. If we identify issues within a grid, they can be addressed on a small scale. To the right is a map provided to the City of San Francisco following the completion of the Outer Richmond zone. The data was assigned to Ken Greby, reviewed for quality assurance, and then provided to the City in a shapefile, ArborPro data update, and a progress report.



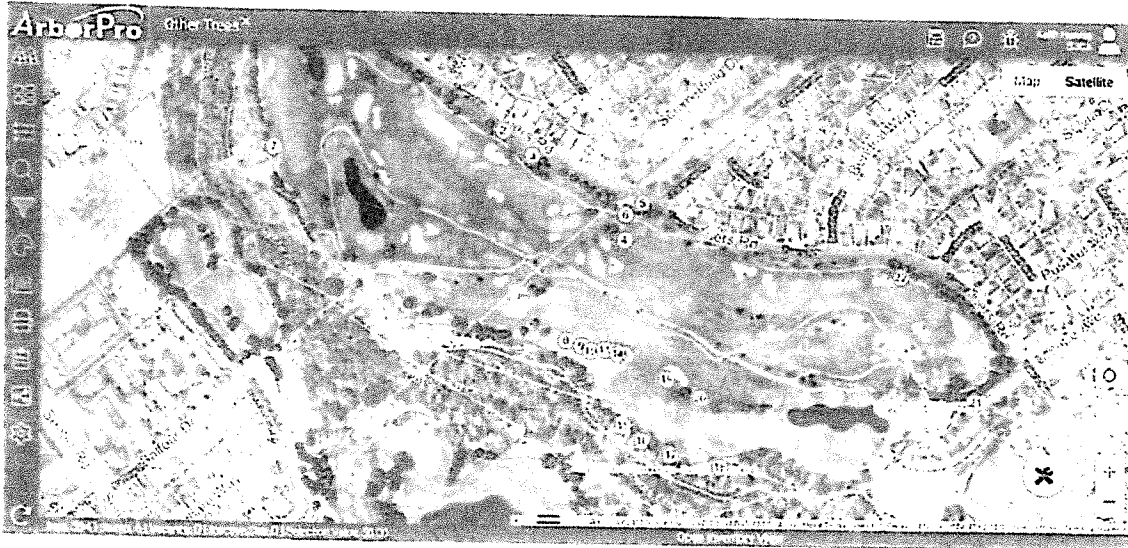
City of San Francisco - Outer Richmond - Ken Greby

Data will be accessible to the City in real-time utilizing our Community Viewer feature in Enterprise 2.0.

Daily Monitoring

ArborPro monitors our data collectors' progress on a daily tracking sheet. This information provides the number of trees surveyed by each arborist daily and maintains a running count as the project progresses. Such information can be shared with our clients every week. Starting locations for all arborists can be provided each day should the client feel it is necessary, along with any issues identified in the field the previous day. Such a level of communication ensures consistent accuracy to allow better budget planning. Continuous communication also guarantees immediate action on concerning issues, thus producing high-quality results.

Weekly Review

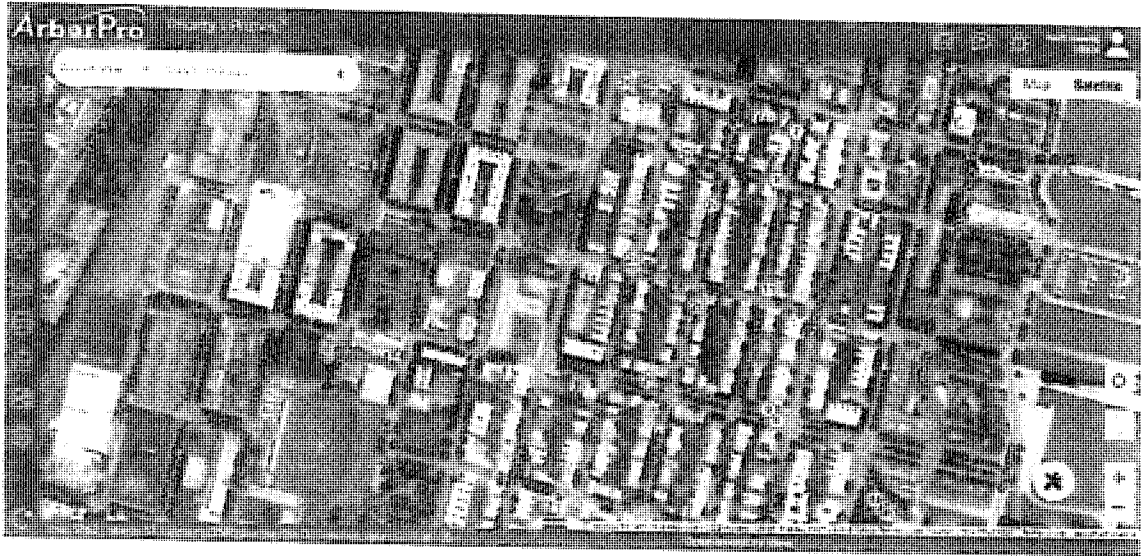


The data collected by each data collector is reviewed by the Project Manager weekly. Once our team has run the quality assurance scripts, we will provide the Project Manager with a series of work orders for him/her to inspect. To maintain the highest integrity regarding species, we will assign Mason Burdick as the Project Manager. He is uniquely qualified to review our data, especially concerning species. Each data collector is trained not to “guess” about a tree species. If they do not know the species 100%, they are trained to categorize that tree as an “Other Tree.” This way, we can efficiently search the dataset for “Other Trees” in a zone. Mason will then go into the field, identify the trees, and update the dataset.

Above is a screenshot of our software with a work order highlighted in red for species to be reviewed by our Project Manager in the City of Cedar Rapids.

Progress Reports & Meetings

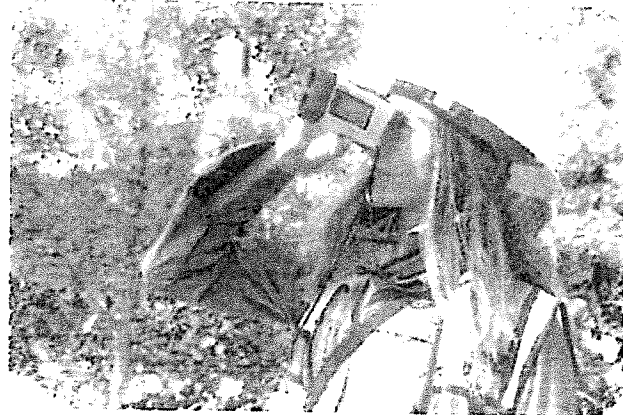
ArborPro will submit the data collected to the City weekly. Weekly reports will be emailed to the City representative(s) to review the project status. The report will include detailed maps of complete areas, a list of trees surveyed, and Priority 1 Maintenance for immediate action. The report will address any other concerns regarding data or progress. Weekly meetings are also available if the client wishes.



EQUIPMENT & TECHNOLOGY

DATA COLLECTION

ArborPro Arborists will assess trees on all sites as outlined in the RFP following a level 2, 360° visual inspection of the tree. Data is input directly onto the ArborPro Software, Enterprise 2.0, using iPads. Data points are mapped with the latest GIS technology to ensure sub-meter horizontal accuracy. ArborPro will inflict no harm on City trees and properties during tree inventory updates and assessments.



EQUIPMENT & APPEARANCE

Data collectors will utilize iPads for data collection. Each arborist will also have a DBH tape, clinometer, laser range finder, GPS unit, and other necessary equipment. Our employees always dress professionally, wearing a company-labeled safety vest, shirt, and/or hat for clear public identification, work boots, and all PPE (Protective Personal Equipment).

ArborPro Inventory Arborists always respond politely and professionally to curious citizens and homeowners to preclude conflict; identification badges and business cards can be presented to de-escalate potential public commotion. Having worked in numerous municipalities previously, we are aware of sensitive areas of concern. If the City allows, ArborPro can hand our designated City Official contact information so residents can discuss project details with the City directly.

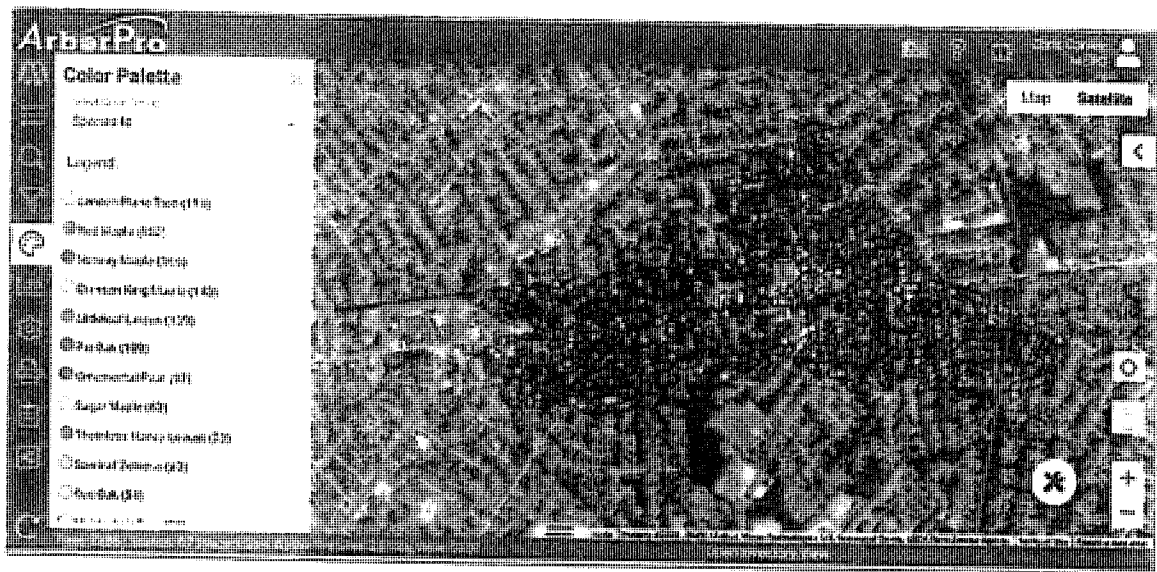
ARBORPRO TREE MANAGEMENT SOFTWARE

ArborPro Inventory Data Collectors will record the required tree attributes onto our proprietary ArborPro software suite, which utilizes the latest in GIS (Geographic Information System) technology to offer users an immediate visual representation of any tree. The ArborPro software program can be reviewed at www.arborprousa.com, or a personalized software demonstration is available upon request. We offer to provide the City of Sedalia with unlimited licenses of ArborPro Enterprise at **no cost for one year**.

Ease of Use

Our Team of Certified Arborists and GIS professionals created the ArborPro Software Suite, incorporating inputs from both field collectors and office managers. The result is a comprehensive, easy-to-use yet powerful GIS tree inventory program that assists our clients in effectively managing the Urban Forests. Due to its simplistic user interface, neither extensive training nor computer knowledge is required for ArborPro proficiency. Data can also be exported into an ESRI shapefile, thus allowing GIS personnel to analyze data in ArcGIS format.

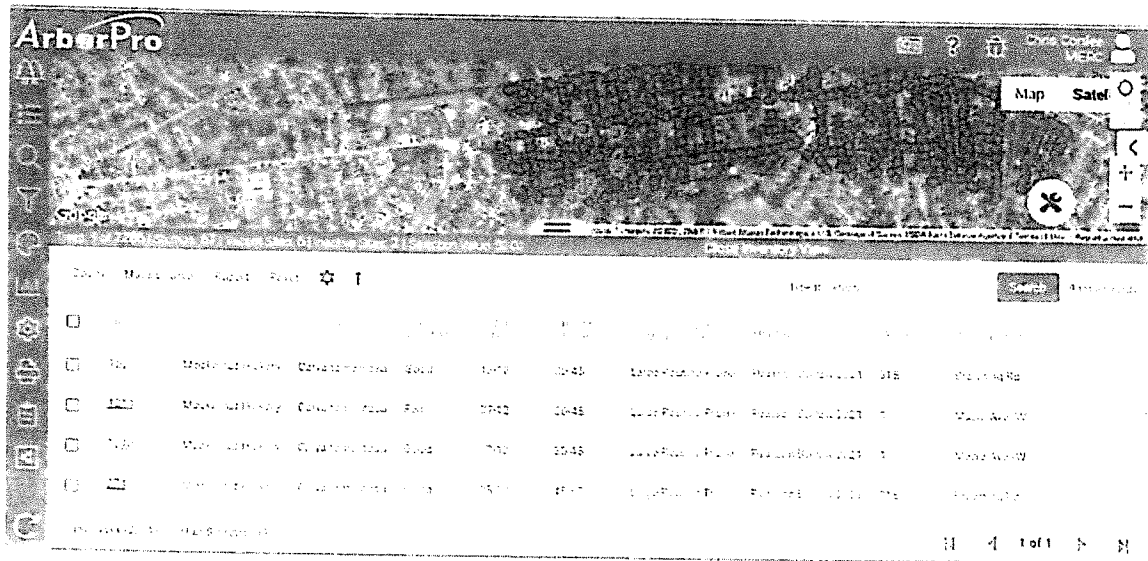
Map View – Integrated Mapping Component



Our mapping view provides the ability to view Full Extent, Zoom In, Zoom Out, Select Trees, Identify Trees, Create New Sites, Move Trees, Draw Polygons, Add Base Layers, and perform Spatial Queries. Utilizing the Select Tool, the user can select a grouping of trees to request detailed information or create a work order.

Database View

The database view from ArborPro is an easy, sortable datasheet. It provides an easy way to find an individual or group of trees in the database using location attributes. Double-clicking an individual tree brings up the tree detail form.



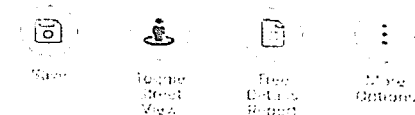
Tree Detail Form – Tree Sites

The Tree Detail form provides the tree's attribute information, representative photos of the species, and a link to street view (if available). Tree attribute details are customizable to fit client requests. Additional photos can be attached using a tablet or smartphone directly from the field. These photos can show damage and/or tree characteristics, for example, flower color. In more detail, any tree attributes unspecified by existing fields can be recorded in the notes section.

The Work History keeps a record of previous changes to each tree point. Contractor work order forms and various documents can also be attached. This chronological feature, along with a photo archive, can be helpful in asset valuation appraisals.

Tree Details

Tree ID: 42



Characteristics

Species: American Sweet Gum
Liquidambar styraciflua (L.) Sw.

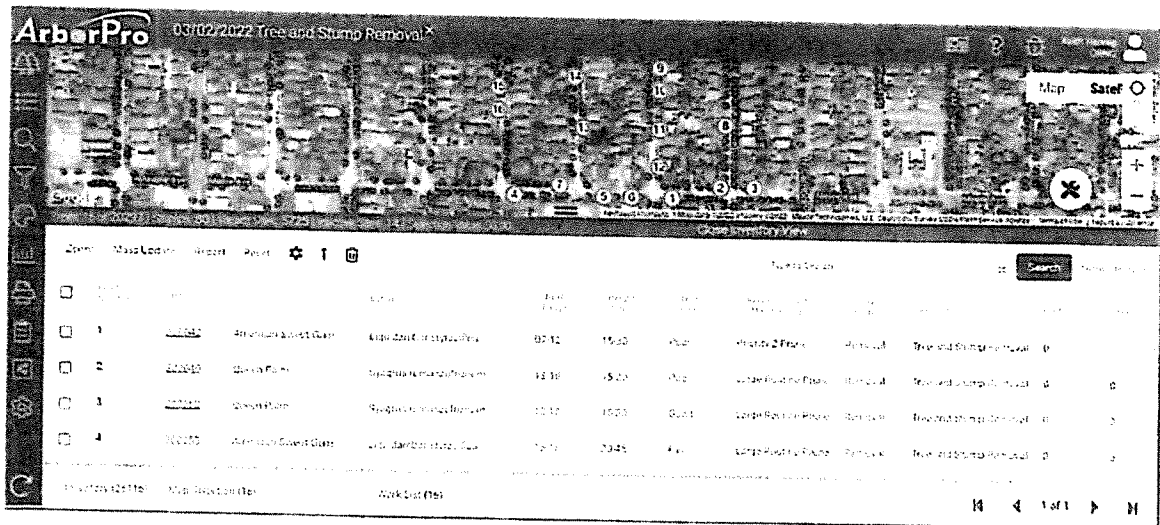
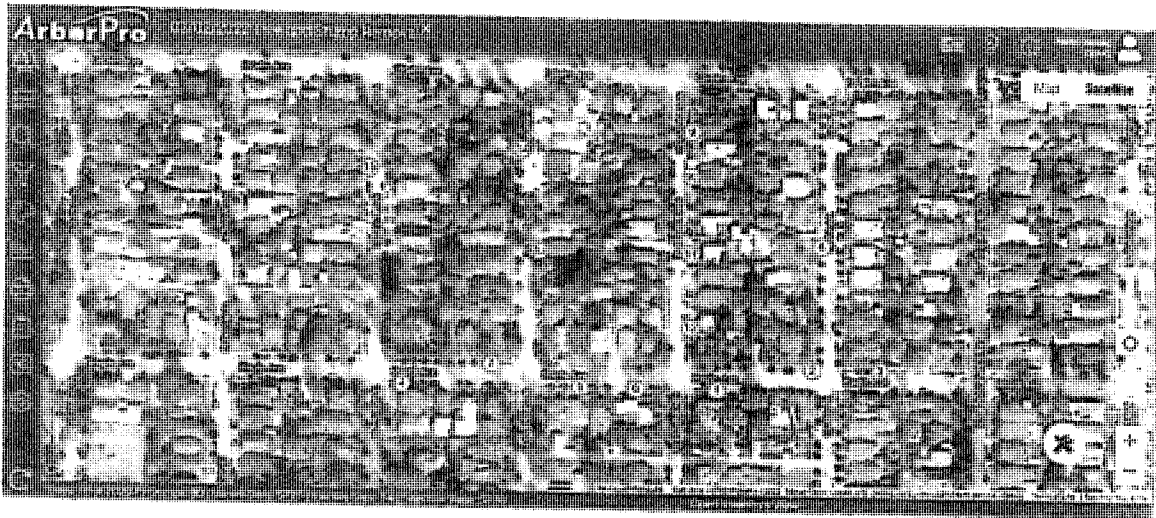
Species ID: 10 Tree Condition: Good

DBH Range: 20.45 Exact DBH: 20.45

Height Range: 20.45 Exact Height: 20.45

Work Order Management – Work Manager

Our system was developed by Certified Arborists who understand the need for the field crews to have a straightforward work order and map to complete their field duties. ArborPro, Inc. created an easy-to-use work order system. The user can create a work order from the database selection. This work order is accessible to the City Crew or Contractor through any web-enabled device. Each location on the work order is assigned a work number, and the points on the map are assigned corresponding location numbers. Utilizing these corresponding numbers, the work crew can easily find the trees to perform their work tasks. This information is then updated in the software program so that all work history is entered in the program.



Additional Features

Our system is the most comprehensive tree management program in the industry, below are just some additional features included in our standard system.

Google Street View From any tree point, you can access the photo from Google Street View.

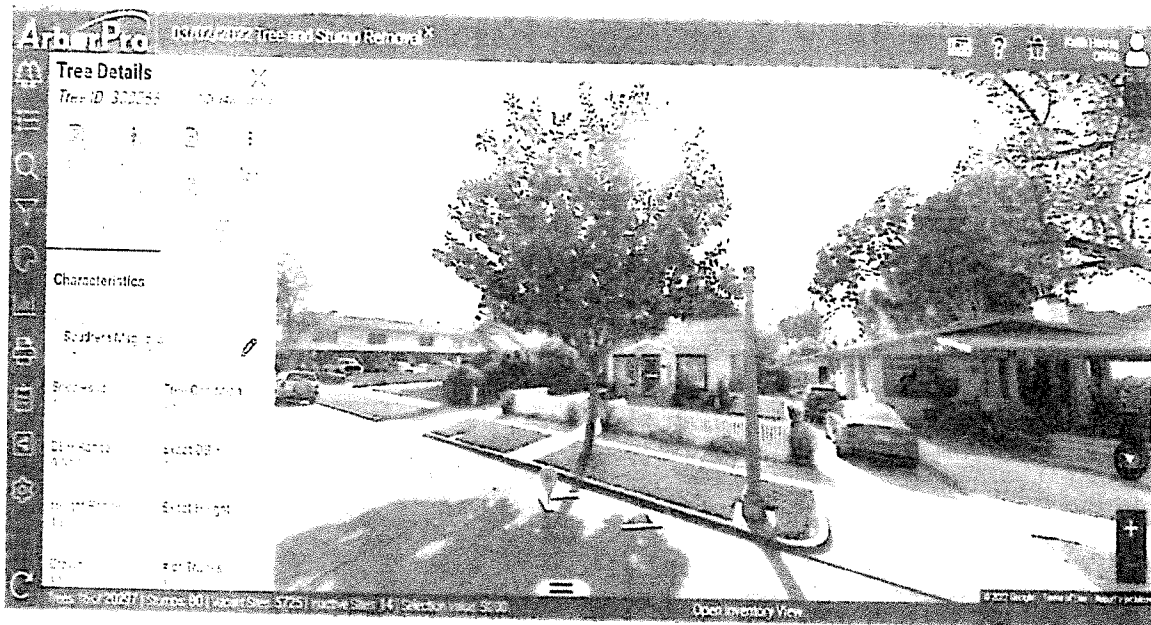
Photo Archive Photos of individual trees can be added to any tree point, from smartphones, tablets, etc.

Community View The City of Sedalia can allow the public to view the inventory through our Community Viewer option. The tree data cannot be updated, but the residents can view any limited data set that the City would like to share publicly.

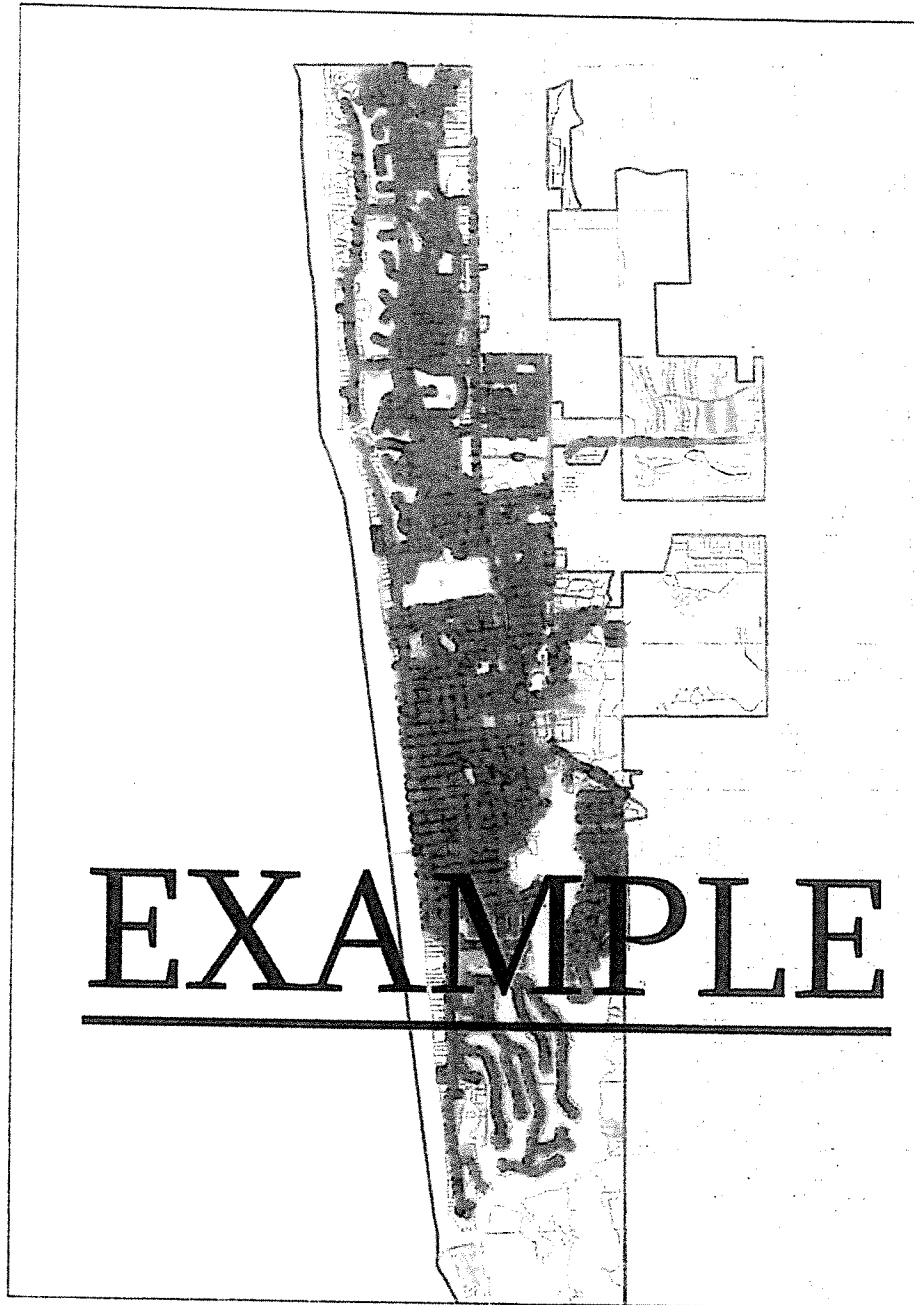
Report Generator ArborPro includes a comprehensive reporting function for detailed or summary reports. The data set can be viewed in a tabular (spreadsheet) view, or you can create a variety of charts and graphs.

Map Views The dataset can be color-coded or categorized by any data attribute and printed. For example, the user can color code the points based on condition and print a detailed map of the dataset.

Queries ArborPro has developed an easy-to-use but extremely powerful search tool for the database. Data can be searched spatially (using the map) or through a search of any combination of data fields to parse out the exact data set requested.



City of Naples, FL
Tree Inventory Summary Report
February 13, 2019



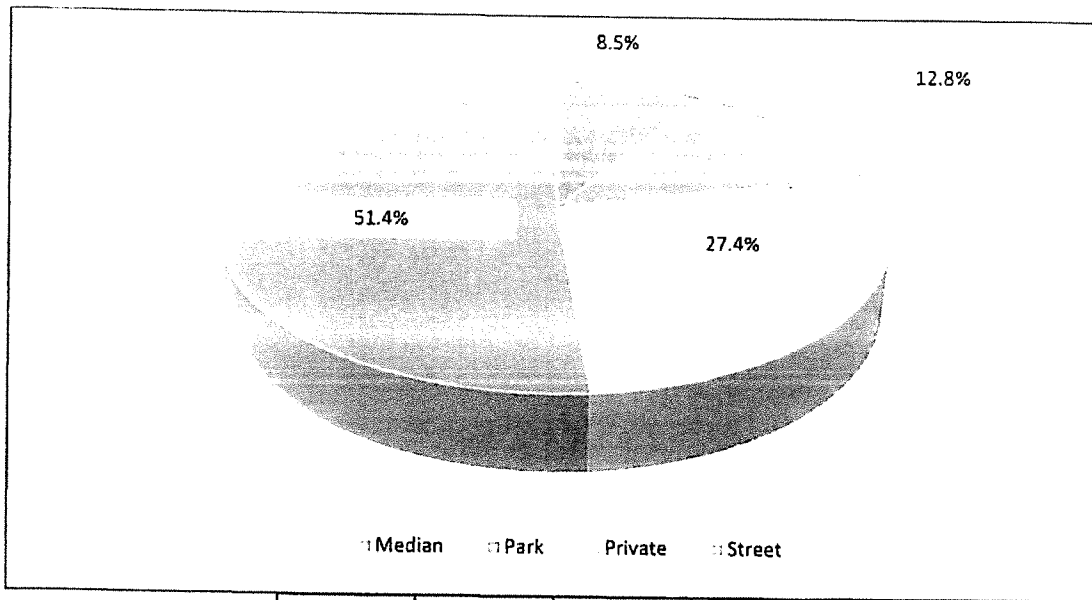
Report Summary

On September 28, 2018 ArborPro, Inc. began operations on a comprehensive GPS inventory of the trees along street rights-of-way (ROW) and in public parks and facilities in the City of Naples. ArborPro assigned two ISA Certified Arborists to collect detailed information on the condition, size, species, maintenance recommendations, etc. for all trees managed and maintained by the City of Naples. A total of 31,468 sites, comprised of 28,483 trees (90.5%), 326 stumps (1.0%), and 2,659 vacant sites (8.4%) were collected over the course of the survey.

Distribution of Sites by Location

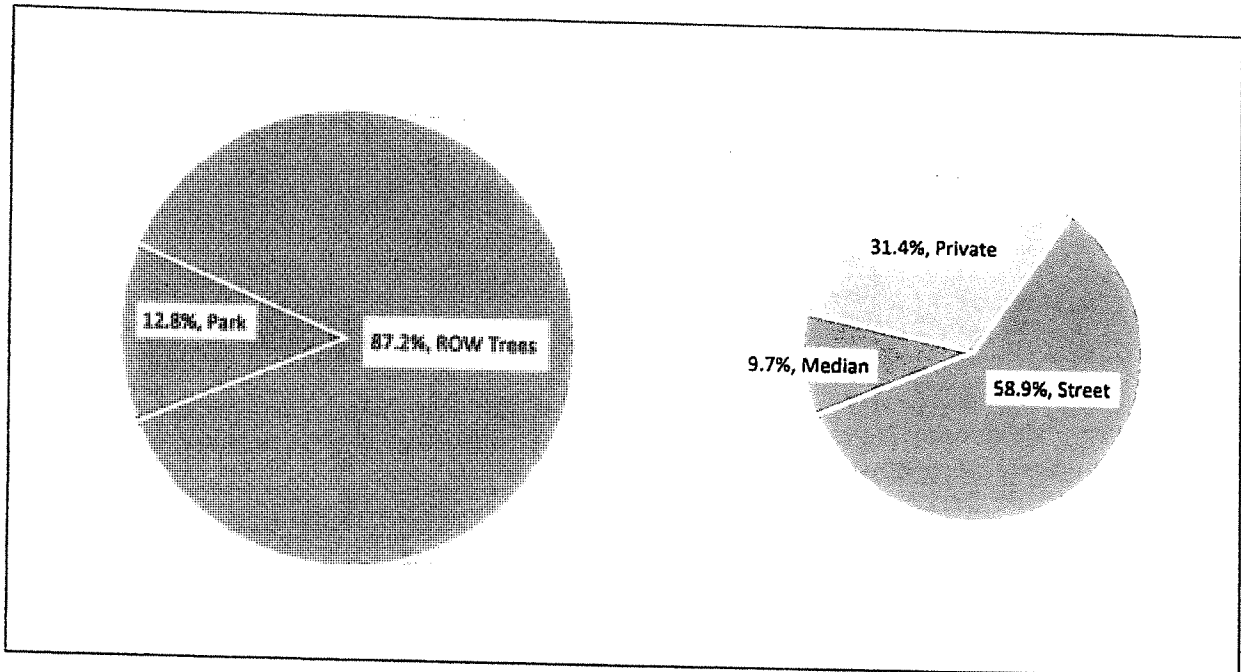
Each site was given a location attribute based on land use type. The four categories used were:

- Median – Trees and stumps located along medians within the City ROW.
- Park – Trees and stumps located in a city-maintained park or public facility.
- Street – Trees, stumps, and vacant sites located in the street ROW that were observed to fit the City’s existing planting scheme.
- Private – Trees located in the street ROW that did not appear to be part of the City’s planting scheme.



2,661	4,015	8,632	16,160
Median	Park	Private	Street

The graph below breaks shows the percentage of trees located in parks vs. street ROW. Street ROW is further broken down into the percentage of trees designated as Median, Private, and Street trees shown as a percentage of ROW trees as a whole.



The table below shows the number of sites recorded in each park or public facility.

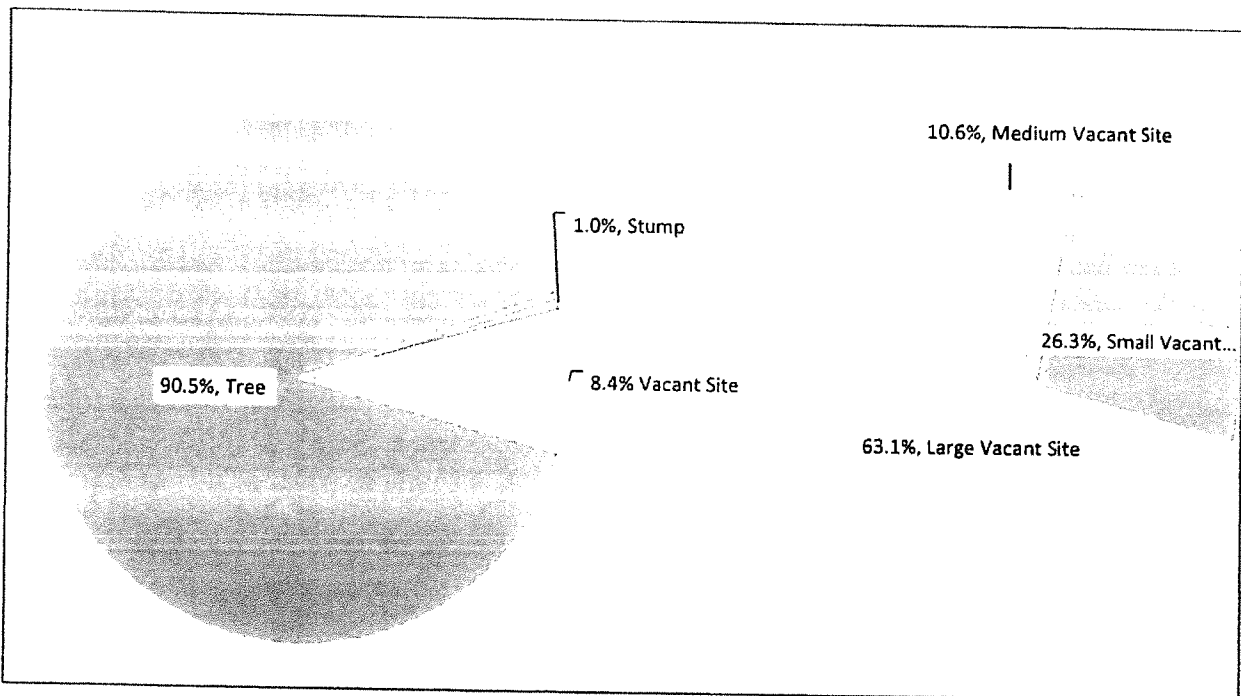
Park	Count	% Park		Count	%
Alligator Lake East	14	0.3%	Naples Building Department	103	2.6%
Alligator Lake West	25	0.6%	Naples City Beach Parking	61	1.5%
Anthony Park	187	4.7%	Naples City Utilities	120	3.0%
Beach End Park	25	0.6%	Naples Dog Park	50	1.2%
Bow Line Park	50	1.2%	Naples Fire Rescue Station 2	32	0.8%
Broad Ave S	8	0.2%	Naples Landings	134	3.3%
Broad Avenue South Park	100	2.5%	Naples Pier	152	3.8%
Cambier Park	373	9.3%	Naples Police Department	178	4.4%
Cambridge Perry Park	36	0.9%	Orchid Linear Park	252	6.3%
City Hall	16	0.4%	Putter Point Park	6	0.1%
Coconut Point Park	22	0.5%	River Park Community Center	45	1.1%
Community Services Rec Div	30	0.7%	River Park Playground	7	0.2%
Fleischmann Park	337	8.4%	Riverside Cir	24	0.6%
Goodlette Linear Park	345	8.6%	Rodgers Park	51	1.3%
Gulf Shore Beach Walk	21	0.5%	Sand Piper Park East	34	0.8%
Horizon Way	6	0.1%	Sandpiper Park West	39	1.0%
Lake Park	272	6.8%	Seagate Park	163	4.1%
Lord Horatio Nelson Park	37	0.9%	Seagate School Park	82	2.0%
Lowdermilk Park	330	8.2%	Spring Lake Park	19	0.5%
Menefee Park	6	0.1%	Street End Beach Park	153	3.8%
Merrihue Mini Park	21	0.5%	The Naples Preserve	49	1.2%
Grand Total				4,015	

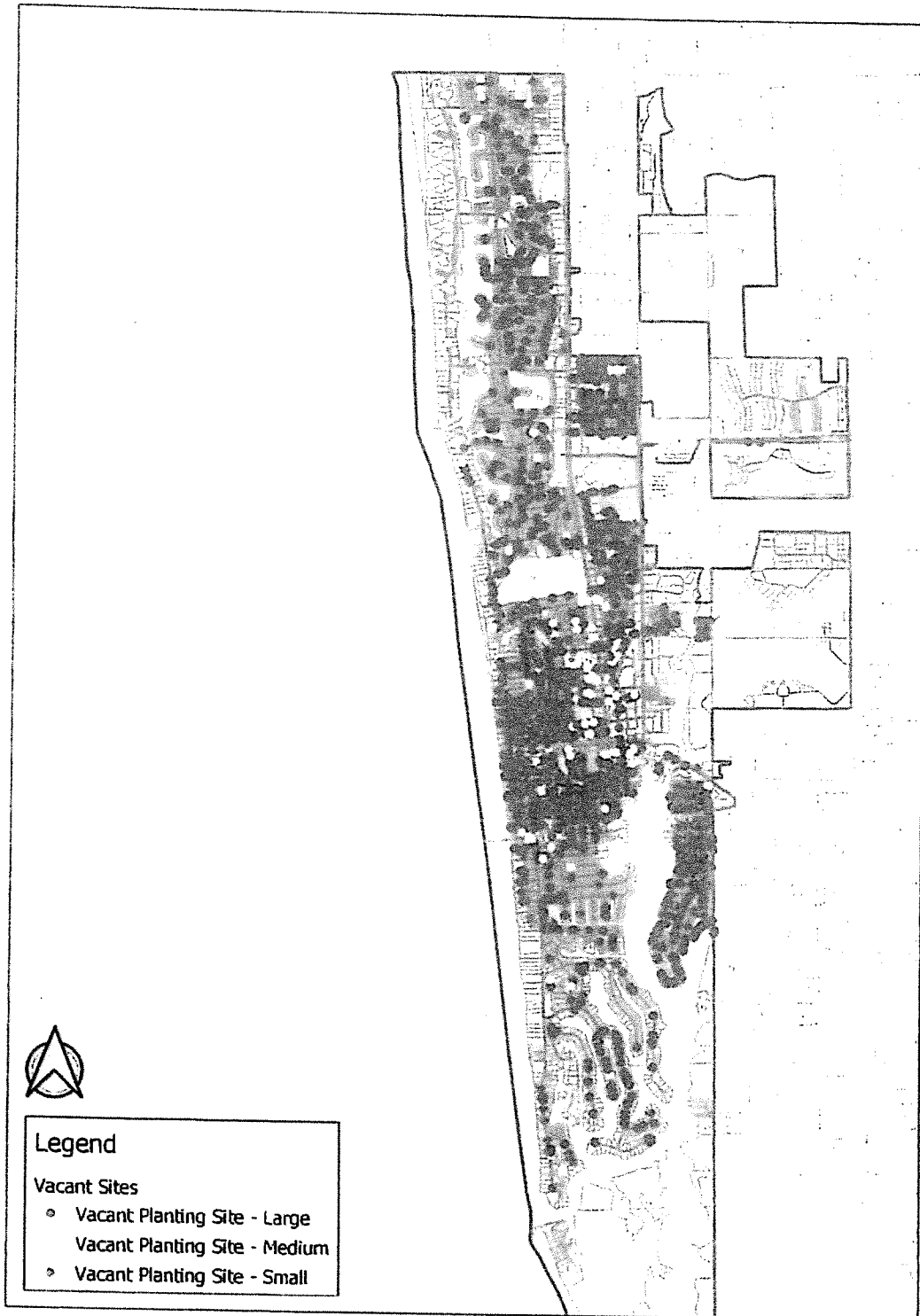
Vacant Sites

Vacant sites were recorded based on the size of available rooting space and the presence of overhead utilities. The size of the vacant sites represents the size at maturity of the tree to be planted.

Vacant Site Size	Count	%
Vacant Planting Site - Large	1,678	63%
Vacant Planting Site - Medium	283	11%
Vacant Planting Site - Small	698	26%
Total	2,659	

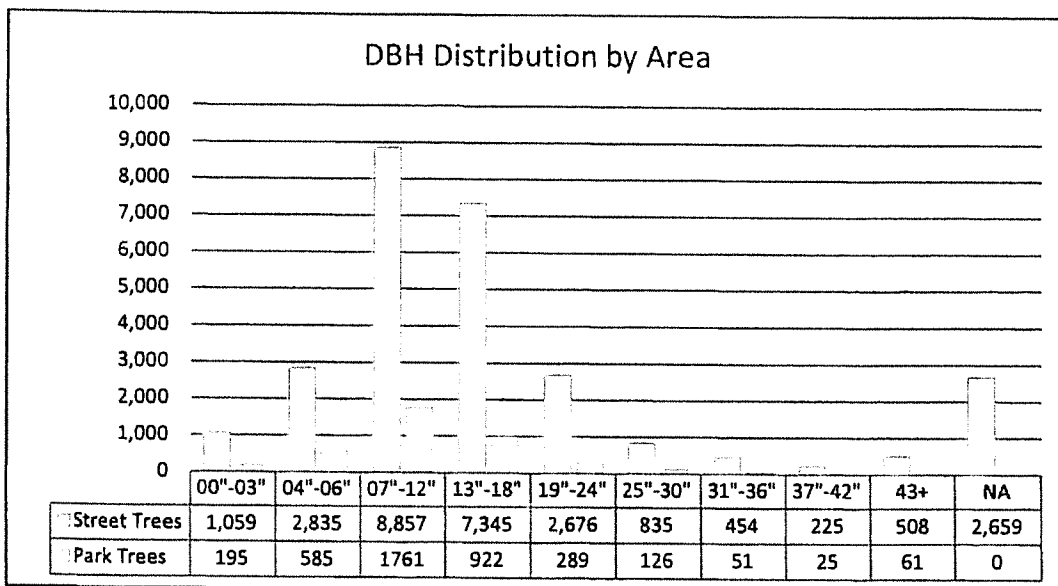
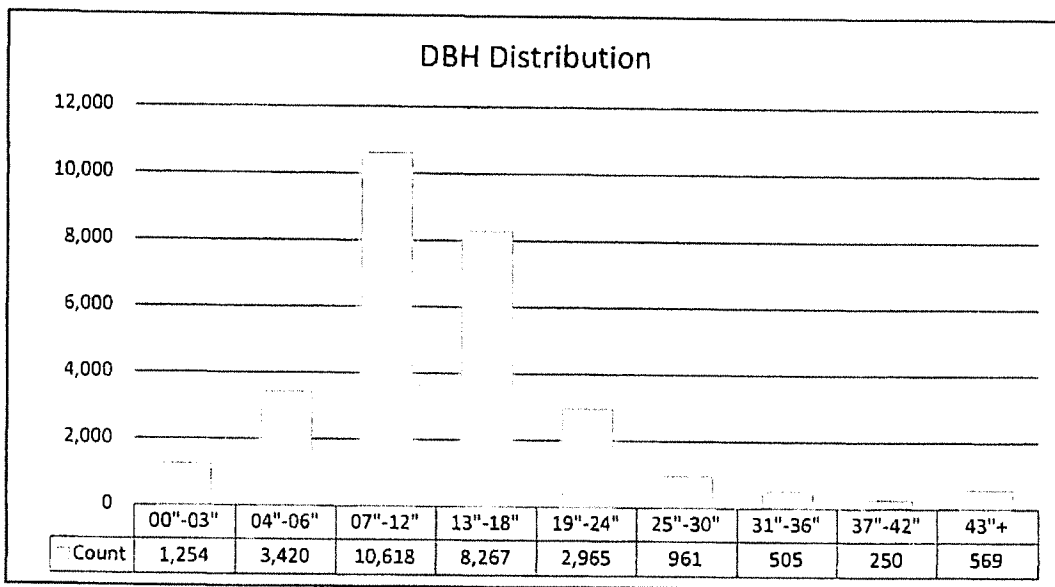
The graph below breaks shows the percentage of sites (Tree, Stump, and Vacancy) recorded during the inventory. Vacant sites are further broken down into the percentage of large, medium, or small sites shown as a percentage of vacancies as a whole

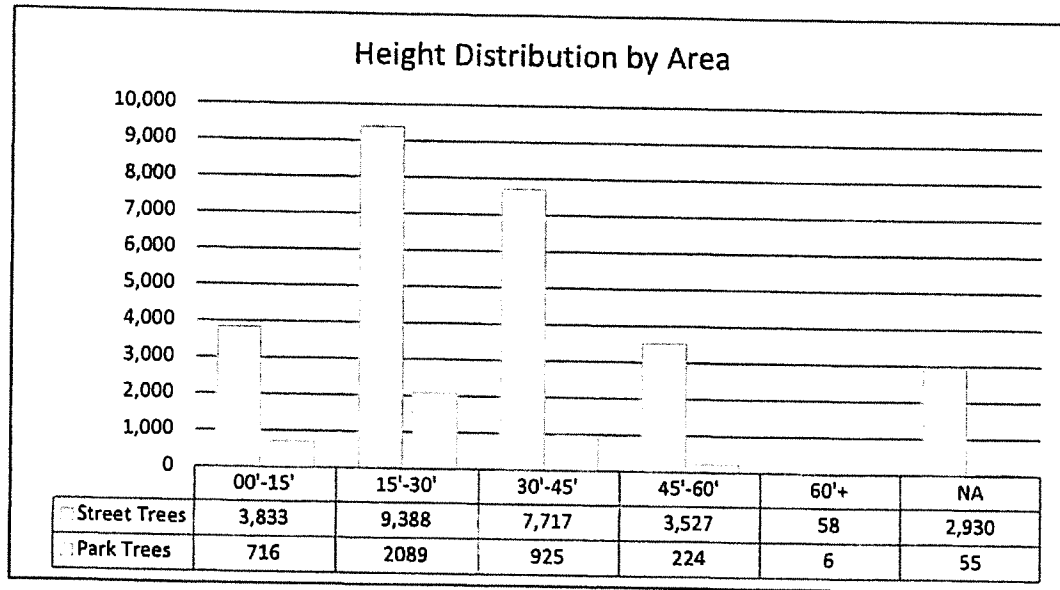
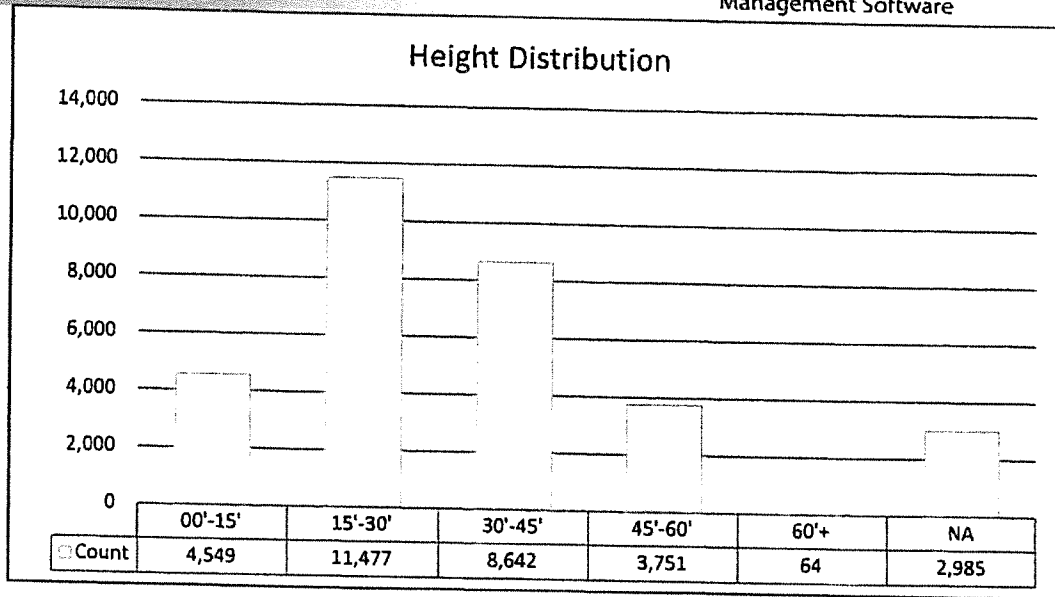




Size Characteristics

The general size of a tree provides insight into the age and value of the tree as well as the overall age of the urban forest. There are two industry-wide recognized size characteristics, height and diameter at breast height. Diameter at breast height (DBH) is determined by the diameter of the tree at 4.5 feet above grade. DBH range distribution can be used to analyze the relative age distribution of an urban forest. This allows a city to adjust their planting plans to ensure that there are enough young trees to replace aging and over-mature trees. It is important that all age classes are adequately represented throughout the urban forest to ensure a healthy, vibrant tree canopy for future generations.







Tree Condition

Excellent – The tree has no visible structural problems or damage from disease. It is considered to be in perfect health.

Very Good - The tree has little to no visible structural problems or damage from disease. It is considered to be in near perfect health.

Good – The tree has no major structural problems; no significant damage from diseases or pests; no significant mechanical damage; a full, balanced crown, and normal twig condition and vigor for its species.

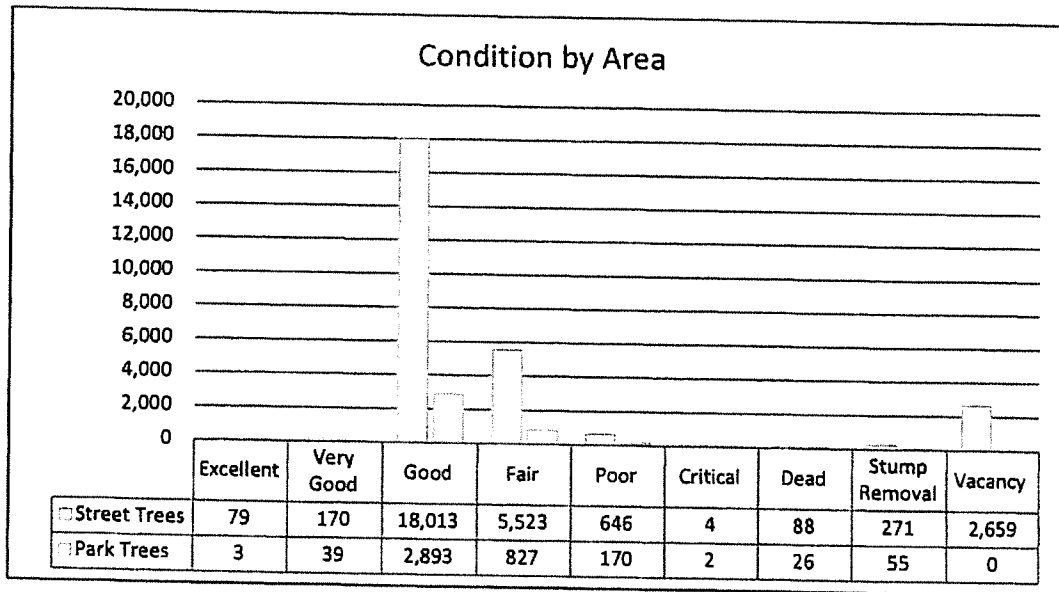
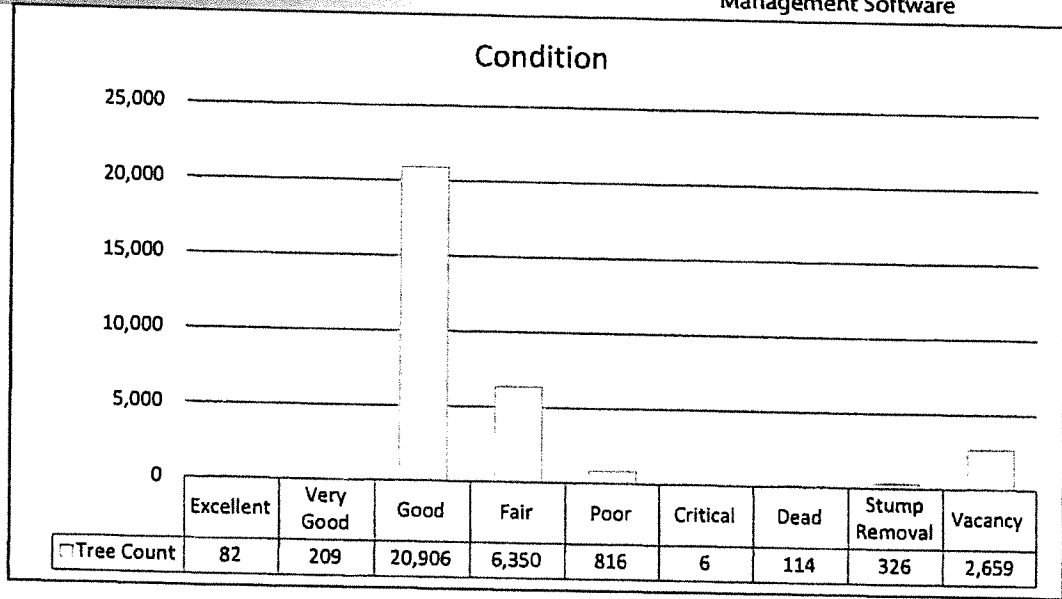
Fair – The tree may exhibit the following characteristics: minor structural problems and/or mechanical damage; significant damage from non-fatal or disfiguring diseases; minor crown imbalance or thin crown; minor structural imbalance; or stunted growth compared to adjacent trees.

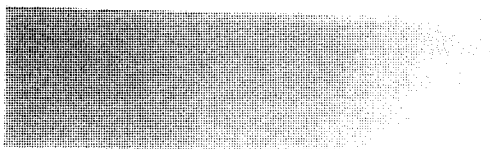
Poor – The tree appears healthy but may have structural defects. This classification also includes healthy trees that have unbalanced structures or have been topped. Trees in this category may also have severe mechanical damage, decay, severe crown dieback or poor vigor/failure to thrive.

Critical – The tree is in a physical state that requires immediate attention. Generally, these trees are recommended for a Priority One Removal.

Dead – Trees in advanced states of decline are not included. This category refers only to dead trees.

Tree Condition	Tree Count	%
Excellent	82	0.3%
Very Good	209	0.7%
Good	20,906	66.4%
Fair	6,350	20.2%
Poor	816	2.6%
Critical	6	0.0%
Dead	114	0.4%
Stump Removal	326	1.0%
Vacancy	2,659	8.4%
Total	31,468	





Recommended Maintenance

Priority 1 Prune - Trees that require priority one pruning are recommended for trimming to remove hazardous deadwood, hangers, or broken branches. These trees have broken or hanging limbs, hazardous deadwood, and dead, dying, or diseased limbs or leaders greater than four inches in diameter.

Priority 1 Removal - Trees designated for removal have defects that cannot be cost-effectively or practically treated. The majority of the trees in this category will have a large percentage of dead crown and pose an elevated level of risk for failure. Any hazards that could be seen as potential dangers to persons or property and seen as potential liabilities would be in this category. Large dead and dying trees that are high liability risks are included in this category. These trees are the first ones that should be removed.

Priority 2 Prune - These trees have dead, dying, diseased, or weakened branches between two and four inches in diameter and are potential safety hazards.

Priority 2 Removal - Trees that should be removed but do not pose a liability as great as the first priority will be identified here. This category would need attention as soon as "Priority One" trees are removed.

Large Tree Routine Prune - These trees require routine horticultural pruning to correct structural problems or growth patterns, which would eventually obstruct traffic or interfere with utility wires or buildings. Trees in this category are large enough to require bucket truck access or manual climbing.

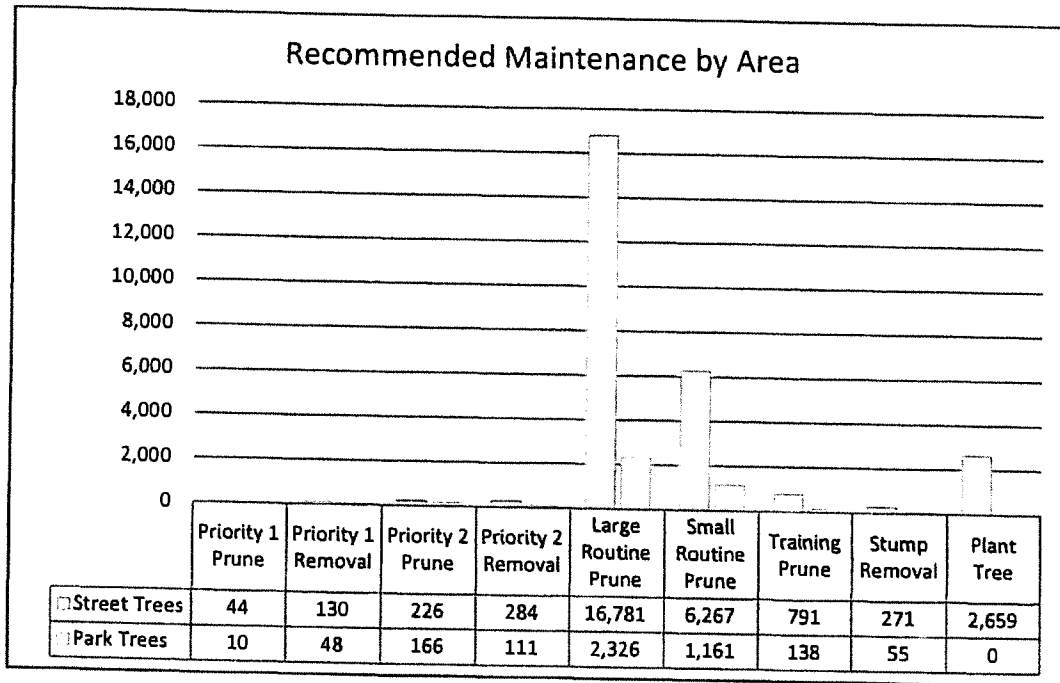
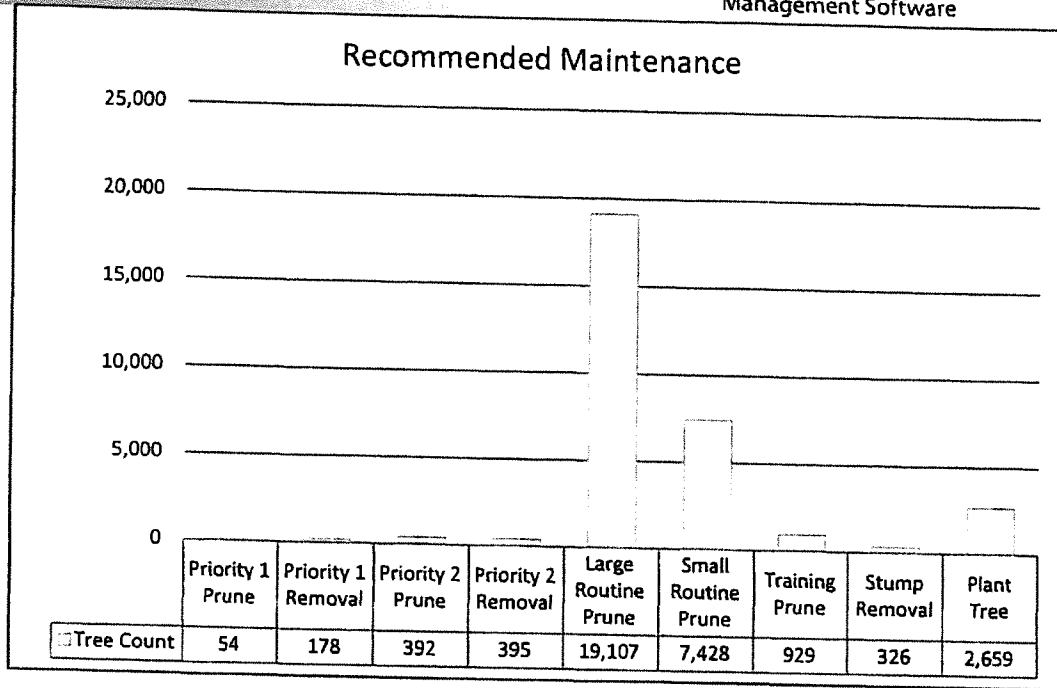
Small Tree Routine Prune - These trees require routine horticultural pruning to correct structural problems or growth patterns, which would eventually obstruct traffic or interfere with utility wires or buildings. These trees are small growing, mature trees that can be evaluated and pruned from the ground.

Training Prune - Young, large-growing trees that are still small must be pruned to correct or eliminate weak, interfering, or objectionable branches in order to minimize future maintenance requirements. These trees, up to 20 feet in height, can be worked with a pole-pruner by a person standing on the ground.

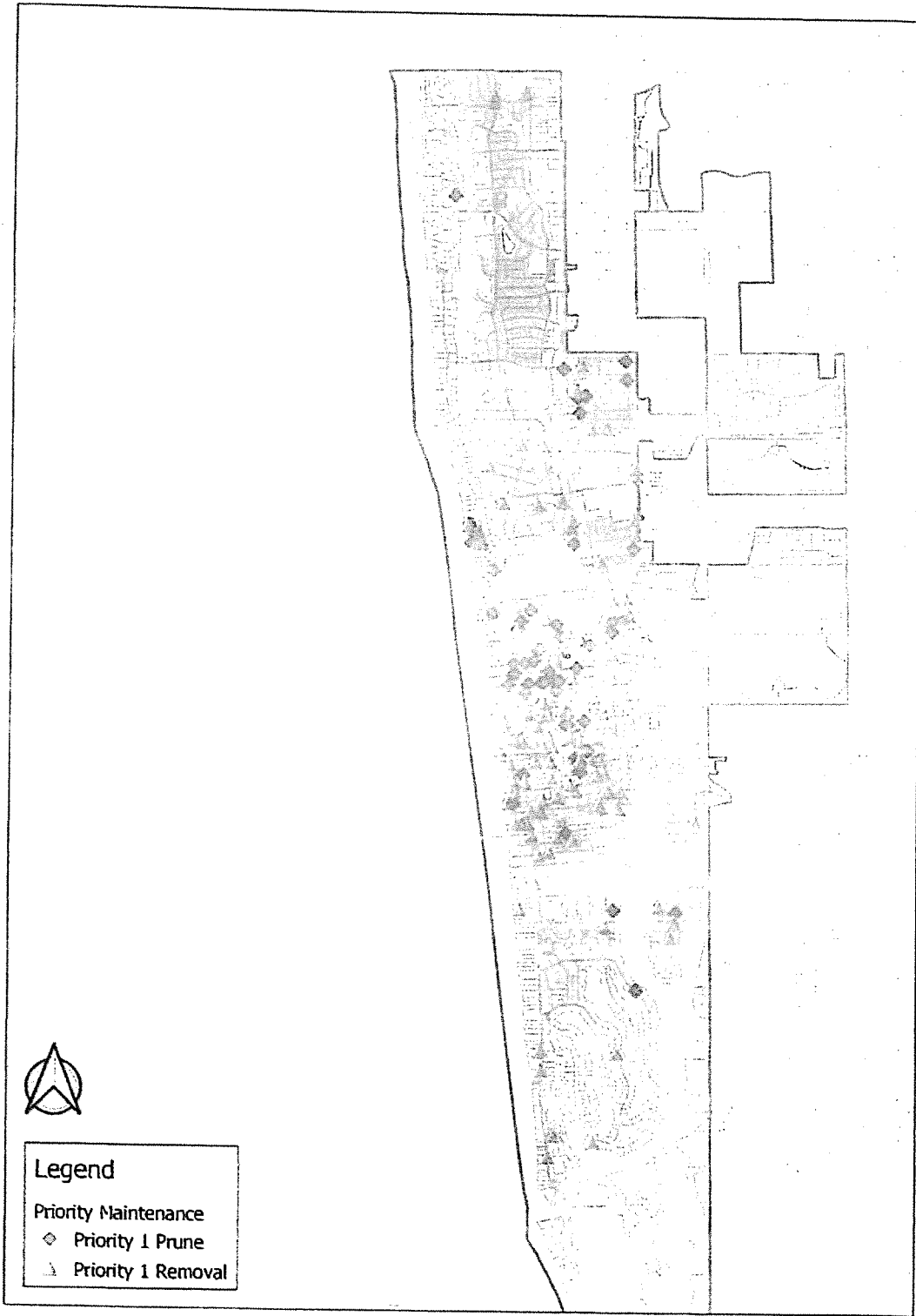
Stump Removal - This category indicates a stump that should be removed.

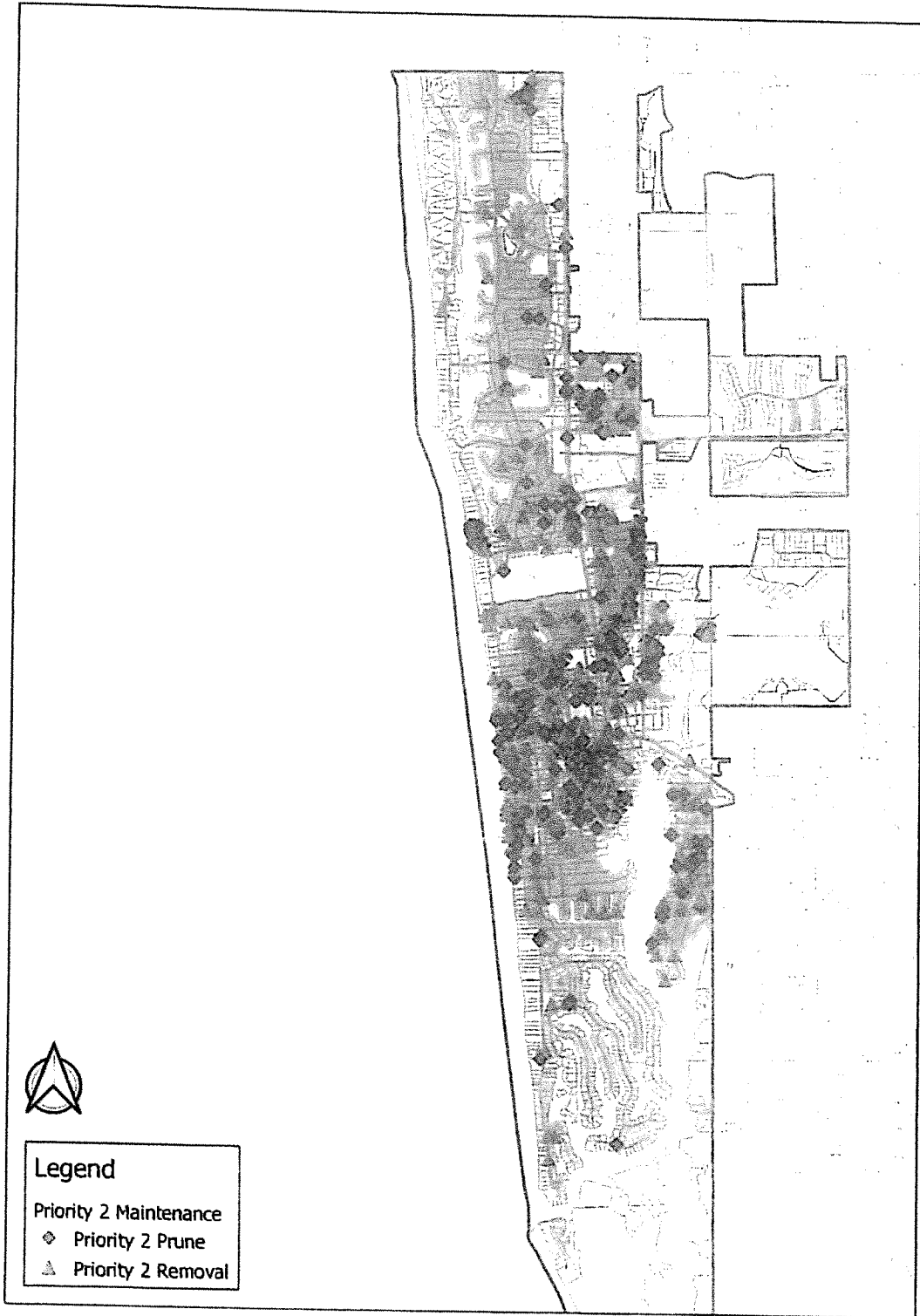
Plant Tree - Site designated as suitable for future planting operations.

Recommended Maintenance	Tree Count	%
Priority 1 Prune	54	0.2%
Priority 1 Removal	178	0.6%
Priority 2 Prune	392	1.2%
Priority 2 Removal	395	1.3%
Large Routine Prune	19,107	60.7%
Small Routine Prune	7,428	23.6%
Training Prune	929	3.0%
Stump Removal	326	1.0%
Plant Tree	2,659	8.4%
Total	31,468	



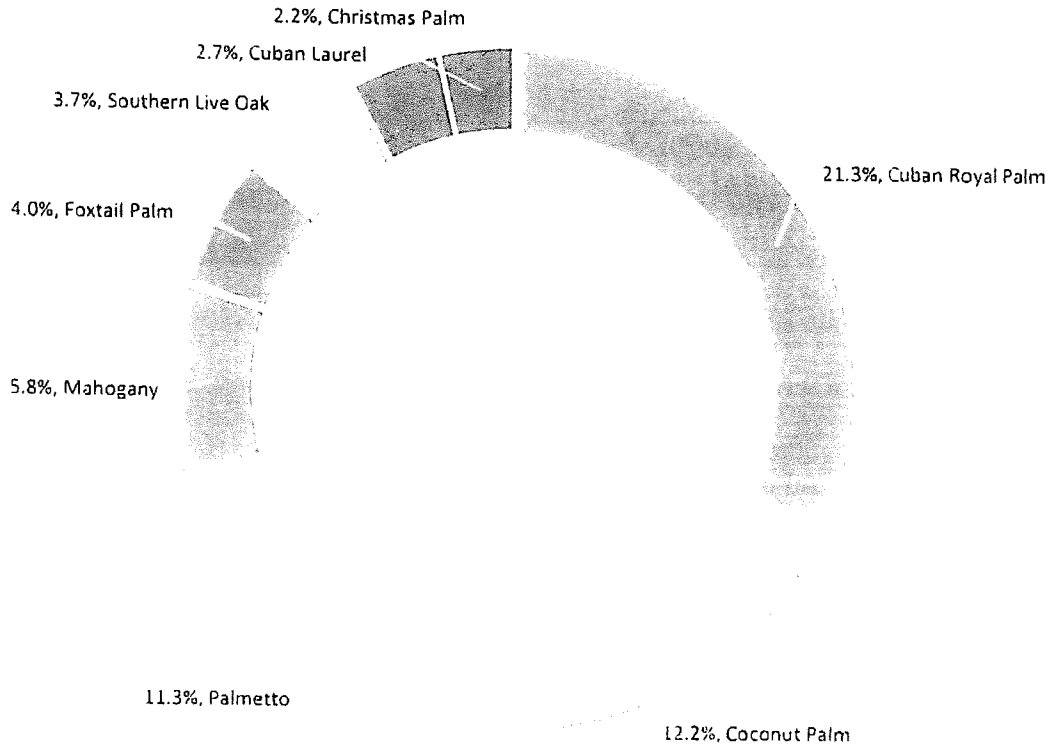
The maps below show the locations of all priority pruning and removal maintenance recommendations.





Species and Distribution

Below are the top 10 species for the inventory.



Below is a Species Frequency report for this delivery.

Botanical Name	Common Name	Count	%
<i>Abelia grandiflora</i>	Glossy Abelia	1	0.0%
<i>Acacia auriculiformis</i>	Earleaf Acacia	2	0.0%
<i>Acacia farnesiana</i>	Sweet Acacia	2	0.0%
<i>Acalypha wilkesiana</i>	Copperleaf	1	0.0%
<i>Acer buergeranum</i>	Trident Maple	1	0.0%
<i>Acer rubrum</i>	Red Maple	15	0.0%
<i>Acoelorrhaphe wrightii</i>	Paurotis Palm	33	0.1%
<i>Adonidia merrillii</i>	Christmas Palm	707	2.2%
<i>Afrocarpus falcatus</i>	False Yellowwood	1	0.0%
<i>Albizia lebbek</i>	Woman's Tongue	18	0.1%
<i>Aleurites moluccana</i>	Candlenut Tree	1	0.0%

Allagoptera arenaria	Seashore Palm	1	0.0%
Amphitecna latifolia	Black Calabash	6	0.0%
Annona glabra	Pond Apple	9	0.0%
Araucaria columnaris	Star Pine	42	0.1%
Archontophoenix alexandrae	Alexandra Palm	46	0.1%
Arenga engleri	Taiwan Sugar Palm	2	0.0%
Artocarpus heterophyllus	Jackfruit	4	0.0%
Averrhoa carambola	Starfruit	8	0.0%
Avicennia germinans	Black Mangrove	4	0.0%
Azadirachta indica	Neem	1	0.0%
Baccharis halimifolia	Sea Myrtle	1	0.0%
Bambusa species	Bamboo Species	9	0.0%
Bauhinia acuminata	Dwarf White Orchid Tree	1	0.0%
Bauhinia purpurea	Fall Orchid Tree	8	0.0%
Bauhinia variegata	Purple Orchid Tree	6	0.0%
Bauhinia variegata 'Candida'	White Orchid Tree	1	0.0%
Bauhinia x blakeana	Hong Kong Orchid Tree	77	0.2%
Beaucarnea recurvata	Ponytail Palm	10	0.0%
Bischofia javanica	Toog; Bishopwood	45	0.1%
Bismarckia nobilis	Bismarck Palm	164	0.5%
Bourreria succulenta	Bahamian Strongback	1	0.0%
Brosimum utile	Palo de Vaca	1	0.0%
Brugmansia species	Angel's Trumpet	2	0.0%
Bucida buceras	Black Olive	365	1.2%
Bucida buceras 'Shady Lady'	Shady Lady Black Olive	552	1.8%
Bulnesia arborea	Vera Tree	31	0.1%
Bursera simaruba	Gumbo-Limbo	153	0.5%
Butia capitata	Pindo Palm	14	0.0%
Calliandra haematocephala	Pink Powderpuff	6	0.0%
Calliandra surinamensis	Surinam Powderpuff	10	0.0%
Callistemon viminalis	Weeping Bottlebrush	17	0.1%
Callistemon x 'Red Cluster'	Red Cluster Bottlebrush	73	0.2%
Calophyllum brasiliensis	Santa Maria	60	0.2%
Cananaga odorata	Ylang-ylang	4	0.0%
Canella winterana	Wild Cinnamon	1	0.0%
Capparis cyanophallophora	Jamaica Caper	1	0.0%
Carpentaria acuminata	Carpentaria Palm	70	0.2%
Caryota mitis	Clustered Fishtail Palm	13	0.0%
Cassia fistula	Golden Shower Tree	54	0.2%
Casuarina equisetifolia	Australian Pine	24	0.1%
Ceiba speciosa	Floss Silk Tree	6	0.0%

<i>Chamaerops humilis</i>	Mediterranean Fan Palm	17	0.1%
<i>Chambeyronia macrocarpa</i>	Flamethrower Palm	3	0.0%
<i>Chrysobalanus icaco</i>	Cocoplum	2	0.0%
<i>Chrysophyllum oliviforme</i>	Satinleaf	24	0.1%
<i>Cinnamomum camphora</i>	Camphor	1	0.0%
<i>Citharexylum fruticosum</i>	Fiddlewood	3	0.0%
<i>Citrus aurantifolia</i>	Lime	4	0.0%
<i>Citrus limon</i>	Lemon	5	0.0%
<i>Citrus reticulata</i>	Tangerine	1	0.0%
<i>Citrus sinensis</i>	Orange	7	0.0%
<i>Citrus species</i>	Citrus Species	29	0.1%
<i>Citrus X paradisi</i>	Grapefruit	2	0.0%
<i>Clusia guttifera</i>	Small-leafed Pitch Apple	8	0.0%
<i>Clusia rosea</i>	Pitch Apple	7	0.0%
<i>Coccoloba diversifolia</i>	Pigeon Plum	20	0.1%
<i>Coccoloba uvifera</i>	Sea Grape	150	0.5%
<i>Coccothrinax argentata</i>	Silver Palm	18	0.1%
<i>Coccothrinax crinita</i>	Old Man Palm	4	0.0%
<i>Cocos nucifera</i>	Coconut Palm	3836	12.2%
<i>Codiaeum variegatum 'Pictum'</i>	Croton	1	0.0%
<i>Conocarpus erectus</i>	Green Buttonwood	42	0.1%
<i>Conocarpus erectus var. sericeus</i>	Silver Buttonwood	87	0.3%
<i>Copernicia alba</i>	Caranday Palm	1	0.0%
<i>Copernicia baileyana</i>	Bailey Palm	3	0.0%
<i>Copernicia hospita</i>	Blue Yarey Palm	1	0.0%
<i>Copernicia prunifera</i>	Carnuba Wax Palm	4	0.0%
<i>Cordia boissieri</i>	Texas Olive	5	0.0%
<i>Cordia sebestena</i>	Geiger Tree	29	0.1%
<i>Corymbia torelliana</i>	Cadaghi	3	0.0%
<i>Corypha lecomtei</i>	Manuscript Palm	1	0.0%
<i>Crataegus species</i>	Hawthorn Species	1	0.0%
<i>Cupaniopsis anacardioides</i>	Carrotwood	51	0.2%
<i>Cupressus sempervirens</i>	Italian Cypress	6	0.0%
<i>Cyathea cooperi</i>	Australian Tree Fern	1	0.0%
<i>Cycas circinalis</i>	Queen Sago	13	0.0%
<i>Cycas revoluta</i>	Sago Palm	1	0.0%
<i>Dalbergia sissoo</i>	Indian Rosewood	3	0.0%
<i>Delonix regia</i>	Royal Poinciana	317	1.0%
<i>Dictyosperma album</i>	Hurricane Palm	11	0.0%
<i>Dimocarpus longan</i>	Longan	3	0.0%
<i>Dioon spinulosum</i>	Giant Dioon	3	0.0%

<i>Dombeya cayeuxii</i>	Pink Ball Dombeya	1	0.0%
<i>Dombeya x 'Seminole'</i>	Seminole Dombeya	4	0.0%
<i>Dracaena marginata</i>	Red-Edged Dracaena	3	0.0%
<i>Dracaena reflexa</i>	Song of India	1	0.0%
<i>Dypsis cabadae</i>	Cabadae Palm	4	0.0%
<i>Dypsis decaryi</i>	Triangle Palm	30	0.1%
<i>Dypsis lastelliana</i>	Teddy Bear Palm	24	0.1%
<i>Dypsis lutescens</i>	Areca Palm	107	0.3%
<i>Elaeis guineensis</i>	African Oil Palm	4	0.0%
<i>Elaeocarpus decipiens</i>	Japanese Blueberry Tree	3	0.0%
<i>Eriobotrya japonica</i>	Edible Loquat	16	0.1%
<i>Erythrina variegata var. orientalis</i>	Tiger Claw Coral Tree	1	0.0%
<i>Eucalyptus globulus</i>	Blue Gum	1	0.0%
<i>Eugenia brasiliensis</i>	Grumichama	1	0.0%
<i>Eugenia uniflora</i>	Surinam Cherry	1	0.0%
<i>Euphorbia tirucalli</i>	Pencil Tree	1	0.0%
<i>Ficus americana</i>	Jamaican Cherry Fig	1	0.0%
<i>Ficus aurea</i>	Florida Strangler Fig	27	0.1%
<i>Ficus benghalensis</i>	Banyan	7	0.0%
<i>Ficus benjamina</i>	Weeping Fig	115	0.4%
<i>Ficus benjamina var. comosa</i>	Broadleaf Weeping Fig	1	0.0%
<i>Ficus carica</i>	Edible Fig	2	0.0%
<i>Ficus elastica</i>	Rubber Plant	26	0.1%
<i>Ficus lutea</i>	Zulu Fig	3	0.0%
<i>Ficus lyrata</i>	Fiddle Leaf Fig	2	0.0%
<i>Ficus maclellandii 'Alii'</i>	Alii Fig	2	0.0%
<i>Ficus microcarpa</i>	Cuban Laurel	865	2.7%
<i>Ficus microcarpa 'Nitida'</i>	Indian Laurel Fig	5	0.0%
<i>Ficus natalensis subsp lepreurii</i>	Triangle Fig	1	0.0%
<i>Ficus rubiginosa</i>	Rustyleaf Fig	29	0.1%
<i>Filicium decipiens</i>	Fern Tree	8	0.0%
<i>Grevillea robusta</i>	Silk Oak	2	0.0%
<i>Guaiacum sanctum</i>	Hollywood Lignum Vitae	1	0.0%
<i>Hamelia cuprea</i>	Bahamaian Firebush	1	0.0%
<i>Hamelia patens</i>	Firebush	2	0.0%
<i>Handroanthus impetiginosus</i>	Pink Trumpet Tree	23	0.1%
<i>Harpullia arborea</i>	Harpullia	1	0.0%
<i>Heterospatha elata</i>	Sagisi Palm	1	0.0%
<i>Hibiscus rosa-sinensis</i>	Chinese Hibiscus	12	0.0%
<i>Hyophorbe lagenicaulis</i>	Bottle Palm	51	0.2%
<i>Hyophorbe verschaffeltii</i>	Spindle Palm	23	0.1%

Hyphaene thebaica	Doum Palm	1	0.0%
Ilex cassine	Dahoon Holly	21	0.1%
Ilex x attenuata 'East Palatka'	East Palatka Holly	283	0.9%
Jacaranda mimosifolia	Jacaranda	23	0.1%
Jatropha integerrima	Peregrina	138	0.4%
Juniperus scopulorum 'Tolleson's Weeping Blue'	Tolleson's Weeping Blue Juniper	1	0.0%
Kigelia africana	Sausage Tree	3	0.0%
Koelreuteria bipinnata	Chinese Flame Tree	4	0.0%
Koelreuteria elegans subsp. formosana	Formosa Flamegold	22	0.1%
Lagerstroemia indica	Crape Myrtle (including hybrids)	33	0.1%
Lagerstroemia speciosa	Queen Crape Myrtle	18	0.1%
Latania loddigesii	Blue Latan Palm	5	0.0%
Latania lontaroides	Red Latan Palm	1	0.0%
Latania verscheffeltii	Yellow Latan Palm	2	0.0%
Leucaena leucocephala	Leadball Tree	3	0.0%
Leucothrinax morrisii	Key Thatch Palm	12	0.0%
Ligustrum japonicum	Japanese Privet	332	1.1%
Litchi chinensis	Litchi	17	0.1%
Livistona australis	Australian Fountain Palm	1	0.0%
Livistona chinensis	Chinese Fountain Palm	339	1.1%
Livistona drudei	Australian Cabbage Palm	1	0.0%
Livistona rotundifolia	Toadstool Palm	2	0.0%
Livistona species	Livistona Palm Species	2	0.0%
Lonchocarpus violaceus	West Indian Lilac	3	0.0%
Lysiloma latisiliquum	Wild Tamarind	10	0.0%
Lysiloma sabicu	Sabicu	1	0.0%
Macadamia integrifolia	Smooth-Shell Macadamia	4	0.0%
Magnolia grandiflora	Southern Magnolia	70	0.2%
Magnolia grandiflora 'D. D. Blanchard'	D. D. Blanchard Magnolia	9	0.0%
Magnolia grandiflora 'Little Gem'	Little Gem Magnolia	7	0.0%
Mangifera indica	Mango	84	0.3%
Manilkara zapota	Chicle Tree	5	0.0%
Melia azedarach	Chinaberry	1	0.0%
Mimusops coriacea	Monkey Apple	2	0.0%
Mimusops elengi	Spanish Cherry	2	0.0%
Mixed	Mixed	1	0.0%
Mixed Mangrove Species	Mixed Mangrove Species	1	0.0%
Moringa oleifera	Horseradish Tree	4	0.0%
Morus rubra	Red Mulberry	1	0.0%
Murraya paniculata	Orange Jessamine	5	0.0%

Musa species	Banana	4	0.0%
Myrcianthes fragrans	Simpson Stopper	2	0.0%
Myrica cerifera	Eastern Wax Myrtle	10	0.0%
Nerium oleander	Oleander	1	0.0%
Noronhia emarginata	Madagascar Olive	13	0.0%
Opuntia ficus-indica	Prickly Pear Cactus	1	0.0%
Pachira aquatica	Guiana Chestnut	1	0.0%
Pandanus tectorius	Tahitian Screwpine	1	0.0%
Pandanus utilis	Screw Pine	42	0.1%
Paulownia fortunei	Princess Tree	1	0.0%
Peltophorum dubium	Yellow Poinciana	1	0.0%
Peltophorum pterocarpum	Copperpod	43	0.1%
Persea americana	Avocado	35	0.1%
Persea borbonia	Redbay	1	0.0%
Philodendron bipinnatifidum	Tree Philodendron; Selloum	1	0.0%
Phoenix canariensis	Canary Island Date Palm	101	0.3%
Phoenix dactylifera	Date Palm	10	0.0%
Phoenix dactylifera 'Medjool'	Medjool Date Palm	34	0.1%
Phoenix reclinata	Senegal Date Palm	61	0.2%
Phoenix roebelenii	Pigmy Date Palm	473	1.5%
Phoenix rupicola	Cliff Date Palm	1	0.0%
Phoenix sylvestris	Silver Date Palm	172	0.5%
Phoenix x species	Hybrid Date Palm	8	0.0%
Pinus elliottii var. densa	Southern Slash Pine	194	0.6%
Pithecellobium dulce	Guamuchil	2	0.0%
Pittosporum venulosum	Velvet Pittosporum	1	0.0%
Platanus occidentalis	American Sycamore	1	0.0%
Platyclusus orientalis	Oriental Arborvitae	2	0.0%
Plumeria obtusa	Singapore Plumeria	1	0.0%
Plumeria rubra	Plumeria	57	0.2%
Podocarpus macrophyllus	Yew Pine	3	0.0%
Pongamia pinnata	Pongam	53	0.2%
Pouteria sapota	Mamey Sapote	1	0.0%
Pritchardia pacifica	Fijian Fan Palm	1	0.0%
Pritchardia thurstonii	Lau Fan Palm	2	0.0%
Prunus persica	Peach	1	0.0%
Pseudobombax ellipticum	Shavingbrush Tree	3	0.0%
Pseudophoenix sargentii	Buccaneer Palm	4	0.0%
Psidium cattleianum	Strawberry Guava	134	0.4%
Ptychosperma elegans	Solitaire Palm	580	1.8%
Ptychosperma macarthurii	Macarthur Palm	2	0.0%

<i>Punica granatum</i>	Pomegranate	2	0.0%
<i>Pyrus communis</i>	Edible Pear	1	0.0%
<i>Quassia simarouba</i>	Paradise Tree	1	0.0%
<i>Quercus geminata</i>	Sand Live Oak	64	0.2%
<i>Quercus laurifolia</i>	Laurel Oak	55	0.2%
<i>Quercus virginiana</i>	Southern Live Oak	1163	3.7%
<i>Ravenala madagascariensis</i>	Traveler's Tree	45	0.1%
<i>Ravenea rivularis</i>	Majesty Palm	3	0.0%
<i>Rhapis excelsa</i>	Lady Palm	7	0.0%
<i>Roystonea regia</i>	Cuban Royal Palm	6696	21.3%
<i>Sabal domingensis</i>	Hispaniola Palmetto	2	0.0%
<i>Sabal palmetto</i>	Palmetto	3546	11.3%
<i>Salix species</i>	Willow Species	2	0.0%
<i>Samanea saman</i>	Rain Tree	1	0.0%
<i>Schefflera actinophylla</i>	Queensland Umbrella Tree	100	0.3%
<i>Schefflera arboricola</i>	Dwarf Schefflera	1	0.0%
<i>Schinus terebinthifolius</i>	Brazilian Pepper	16	0.1%
<i>Senna polyphylla</i>	Desert Senna	23	0.1%
<i>Senna surattensis</i>	Glaucous Senna	15	0.0%
<i>Sereona repens</i>	Saw Palmetto	9	0.0%
<i>Sophora tomentosa</i>	Necklace Pod	5	0.0%
<i>Spathodea campanulata</i>	African Tulip Tree	10	0.0%
<i>Sterculia foetida</i>	Indian Almond	1	0.0%
<i>Strelitzia nicolai</i>	Giant Bird of Paradise	16	0.1%
Stump	Stump	300	1.0%
Stump with no planting plan	Stump with no planting plan	26	0.1%
<i>Swietenia macrophylla</i>	Big-Leaf Mahogany	8	0.0%
<i>Swietenia mahagoni</i>	Mahogany	1817	5.8%
<i>Syagrus romanzoffianum</i>	Queen Palm	129	0.4%
<i>Syzygium aqueum</i>	Water Apple	1	0.0%
<i>Syzygium australe</i>	Brush Cherry	3	0.0%
<i>Syzygium cumini</i>	Java Plum	16	0.1%
<i>Syzygium jambos</i>	Rose Apple	1	0.0%
<i>Syzygium paniculatum 'Compacta'</i>	Compact Brush Cherry	1	0.0%
<i>Tabebuia aurea</i>	Silver Trumpet Tree	79	0.3%
<i>Tabebuia bahamensis</i>	Five-finger	1	0.0%
<i>Tabebuia heterophylla</i>	Cuban Pink Trumpet Tree	142	0.5%
<i>Tabebuia rosea</i>	Rosea Trumpet Tree	5	0.0%
<i>Tabebuia x 'Carib Queen'</i>	Carib Queen Trumpet Tree	1	0.0%
<i>Tabernaemontana divaricata</i>	Crape Jasmine	2	0.0%
<i>Talipariti tiliaceum</i>	Sea Hibiscus	4	0.0%

Talipariti tiliaceum 'Tricolor'	Variegated Mahoe	1	0.0%
Tamarindus indica	Tamarind	4	0.0%
Taxodium ascendens	Pond Cypress	5	0.0%
Taxodium distichum	Bald Cypress	116	0.4%
Taxodium mucronatum	Montezuma Cypress	1	0.0%
Tecoma stans	Yellow Elder	1	0.0%
Terminalia muellerii	Australian Almond	17	0.1%
Thespesia populnea	Portia Tree	1	0.0%
Thevetia ahouai	Ahouai	1	0.0%
Thrinax radiata	Florida Thatch Palm	238	0.8%
Tibouchina granulosa	Purple Glory Tree	12	0.0%
Tipuana tipu	Tipu	15	0.0%
Triadica sebifera	Chinese Tallow Tree	4	0.0%
Vacant Planting Site - Large	Vacant Planting Site - Large	1678	5.3%
Vacant Planting Site - Medium	Vacant Planting Site - Medium	283	0.9%
Vacant Planting Site - Small	Vacant Planting Site - Small	698	2.2%
Veitchia arecina	Montgomery Palm	326	1.0%
Veitchia winin	Winin Palm	5	0.0%
Viburnum japonicum	Japanese Viburnum	1	0.0%
Viburnum odoratissimum var. awabuki	Sweet Viburnum	6	0.0%
Washingtonia filifera X robusta	Filibusta Palm	2	0.0%
Washingtonia robusta	Mexican Fan Palm	112	0.4%
Wodyetia bifurcata	Foxtail Palm	1256	4.0%
Yucca aloifolia	Spanish Bayonet	1	0.0%
Yucca gloriosa	Spanish Dagger	1	0.0%
Zanthoxylum fagara	Prickly Lime	1	0.0%
Zombia antillarum	Zombie Palm	3	0.0%

BUSINESS LICENSE ASSURANCE

ArborPro, Inc. will obtain a business license to provide services in the City of Sedalia upon award.

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, JOHN R. ASHCROFT, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that:

ARBORPRO INC.

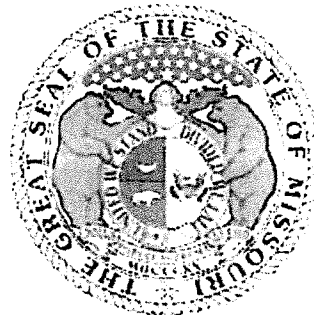
exists in Missouri under the name:

ARBORPRO INC.
F01402058

a CALIFORNIA entity was created under the laws of this State on the 13th day of May, 2014, and is in Good Standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri, Done at the City of Jefferson, this 7th day of December, 2022.

Public Use Number: 07-11-02-02022-0147



ISA CERTIFICATIONS



The International Society of Arboriculture

Hereby Announces That

Mason Christian Burdick

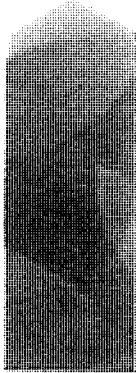
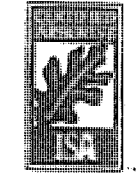
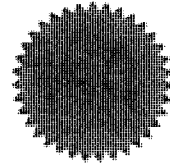
Has Earned the Credential

ISA Certified Arborist®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

[Signature]
 Curtis Phillips
 ISA Credentialing Council

14 April 2024	14 July 2024	AD18024
Issue Date	Expiration Date	Credential Number



The International Society of Arboriculture

Hereby Announces That

Mason Christian Burdick

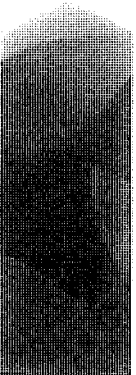
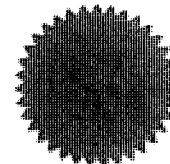
Has Earned the Credential

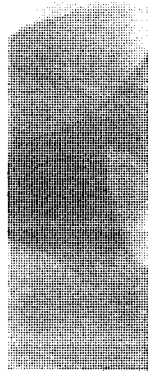
ISA Tree Risk Assessment Qualification®

By successfully meeting ISA Tree Risk Assessment Qualification certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

[Signature]
 Curtis Phillips
 ISA Credentialing Council

10 February 2022	01 January 2027
Issue Date	Expiration Date





The International Society of Arboriculture

Hereby Announces That

Nansen Christian Bourdick

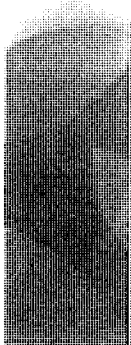
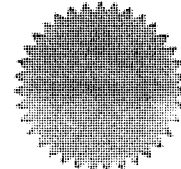
Has Earned the Credential

ISA Certified Arborist Utility Specialist®

By successfully meeting ISA Certified Arborist Utility Specialist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Nansen Christian Bourdick
 Nansen Christian Bourdick
 ISA Credentialing Council

21 November 2022	20 November 2024	WT-14452A
Issue Date	Expiration Date	Credential Number



The International Society of Arboriculture

Hereby Announces That

Richard Steven Silley

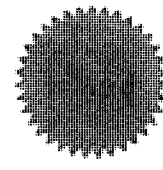
Has Earned the Credential

ISA Certified Arborist®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council


Richard Steven Silley
 Richard Steven Silley
 ISA Credentialing Council

1 April 2021	31 March 2024	SP-1544
Issue Date	Expiration Date	Credential Number



INSURANCE CERTIFICATES

ArborPro, Inc. will meet the insurance requirements outlined in the RFP upon award.



ARBOINC-01

CERTIFICATE OF LIABILITY INSURANCE

BRDROIGUEZ1

DATE (MM/DD/YYYY)
11/8/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY ASCEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<p>PRODUCER License # 0737770</p> <p>HUB International Insurance Services Inc. PO Box 3210 Santa Barbara, CA 93120-0210</p>	<p>CONTACT Bianca Rodriguez</p> <p>PHONE HUB Int'l Ins. Co., (805) 879-3542</p> <p>EMAIL bianca.rodriguez@hubinternational.com</p> <p>INSURER A: Nationwide Mutual Insurance Company NAIC # 23787</p> <p>INSURER B: _____</p> <p>INSURER C: _____</p> <p>INSURER D: _____</p> <p>INSURER E: _____</p> <p>INSURER F: _____</p>
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<p>INSURED</p> <p>ArborPro Inc. Mr. Keith Henning 22805 La Palma Ave. #569 Yorba Linda, CA 92387</p>	
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COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED ON MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF EACH POLICY. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

POLICY	TYPE OF INSURANCE	ACORD FORM NO.	POLICY NO./CLASS	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS	
						AMOUNT	COVERAGE
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> HOMEOWNERS LIABILITY <input checked="" type="checkbox"/> FLOOD LIABILITY <input type="checkbox"/> AIRCRAFT LIABILITY <input type="checkbox"/> RAILROAD LIABILITY <input type="checkbox"/> MARINE LIABILITY <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> HOMEOWNERS LIABILITY <input type="checkbox"/> FLOOD LIABILITY <input type="checkbox"/> AIRCRAFT LIABILITY <input type="checkbox"/> RAILROAD LIABILITY <input type="checkbox"/> MARINE LIABILITY		ACP1077588324	2/17/2023	2/17/2024	COMMERCE GENERAL LIABILITY	1,000,000
						COMMERCE AUTOMOBILE LIABILITY	100,000
						COMMERCE HOMEOWNERS LIABILITY	5,000
						COMMERCE FLOOD LIABILITY	1,000,000
						COMMERCE AIRCRAFT LIABILITY	2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> HOMEOWNERS LIABILITY <input type="checkbox"/> FLOOD LIABILITY <input type="checkbox"/> AIRCRAFT LIABILITY <input type="checkbox"/> RAILROAD LIABILITY <input type="checkbox"/> MARINE LIABILITY <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> HOMEOWNERS LIABILITY <input type="checkbox"/> FLOOD LIABILITY <input type="checkbox"/> AIRCRAFT LIABILITY <input type="checkbox"/> RAILROAD LIABILITY <input type="checkbox"/> MARINE LIABILITY		ACP1077588324	2/17/2023	2/17/2024	COMMERCE GENERAL LIABILITY	5,000,000
						COMMERCE AUTOMOBILE LIABILITY	5,000,000
						COMMERCE HOMEOWNERS LIABILITY	
						COMMERCE FLOOD LIABILITY	
						COMMERCE AIRCRAFT LIABILITY	
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> HOMEOWNERS LIABILITY <input type="checkbox"/> FLOOD LIABILITY <input type="checkbox"/> AIRCRAFT LIABILITY <input type="checkbox"/> RAILROAD LIABILITY <input type="checkbox"/> MARINE LIABILITY <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> HOMEOWNERS LIABILITY <input type="checkbox"/> FLOOD LIABILITY <input type="checkbox"/> AIRCRAFT LIABILITY <input type="checkbox"/> RAILROAD LIABILITY <input type="checkbox"/> MARINE LIABILITY					WORKERS COMPENSATION AND EMPLOYERS LIABILITY	N/A
						COMMERCE GENERAL LIABILITY	
						COMMERCE AUTOMOBILE LIABILITY	
						COMMERCE HOMEOWNERS LIABILITY	
						COMMERCE FLOOD LIABILITY	

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES (ACORD 101, Additional Remarks Section, may be attached if more space is required)
 Hayward Unified School District is named as Additional Insured under the General Liability Policy, as described in the form attached: CG 72 (12/16).

<p>CERTIFICATE HOLDER</p> <p>Hayward Unified School District 24411 Amador Street Hayward, CA 94544</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE: <i>[Signature]</i></p>
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ACORD 25 (2016/33)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
COMMERCIAL GENERAL LIABILITY
COVERAGE ENHANCEMENT ENDORSEMENT
INCLUDING MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is amended as follows:

1. Paragraph (2)(a) of Exclusion g. Aircraft, Auto Or Watercraft is replaced with:
 - (a) Less than 51 feet long; and
2. The following is added to Exclusion j. Damage To Property:
 - (a) Paragraphs (3) and (4) does not apply to "property damage" to borrowed equipment while not in use, while at the insured's premises or a job site; or
 - (b) Paragraph (4) does not apply "property damage" to customers goods while on the insured's premises for the purpose of being worked on or used in a manufacturing process.

Limit of Insurance - The most we will pay for damages for "property damage" coverage provided by this coverage in any one "occurrence" is \$10,000.

Deductible - Our obligation to pay for a covered loss applies only to the amount of loss in excess of \$500. We will pay the deductible amount to effect settlement of any claim or "suit" and, upon notification of this action having been taken, you shall promptly reimburse us for the deductible as has been paid by us. This insurance is excess over any other valid and collectible insurance.

3. The last paragraph of 2. Exclusions is replaced with:

If **Damage To Premises Rented To You** is not otherwise excluded, exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while rented to you or temporarily occupied by you rented to you or temporarily occupied by you

with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - Limits of Insurance**.

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended as follows:

1. Paragraph 1. b. is replaced with:
 - b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
2. Paragraph 1. d. is replaced with:
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

SECTION II – WHO IS AN INSURED is amended as follows:

1. Paragraph 3. a. is replaced with:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
2. The following is added:
 4. **Additional Insured – Automatic Status When Required In An Agreement With You**
Who Is An Insured includes person(s) or organization(s) described in Paragraphs a. – i. below with whom you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.
 - a. **Co-Owners Of Insured Premises** – with respect to their liability as co-owner of the premises.

However, their status as additional insured under this policy ends when you cease to co-own such premises with that person or organization.

- b. **Controlling Interest** – with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

However, their status as additional insured under this policy ends when they cease to have such controlling interest.

- c. **Grantor of Franchise or License** – with respect to their liability as grantor of a franchise or license to you.

However, their status as additional insured under this policy ends:

- (1) when their contract or agreement with you granting the franchise or license ends or expires; or
- (2) when your license is terminated or revoked prior to expiration of the license as stipulated by the contract or agreement.

- d. **Lessors of Leased Equipment** – with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

However, their status as additional insured under this policy ends when their lease, contract, or agreement with you for such leased equipment ends.

- e. **Managers, or Lessors of Premises** – with respect to liability arising out of the ownership, maintenance, or use of that part of the premises leased to you.

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

Structural alterations, new construction, or demolition operations performed by or on behalf of the person or organization.

However, their status as additional insured under this policy ends when you cease to be a tenant of such premises.

- f. **Mortgagee, Assignee, or Receiver** – with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

This insurance does not apply to structural alterations, new constructions, and demolition operations performed by or for that person or organization.

However, their status as additional insured under this policy ends when their status as mortgagee, assignee, or receiver ends.

- g. **Owners or Other Interest from Whom Land has been Leased** – with respect to their liability arising out of the ownership, maintenance, or use of that part of the land leased to you.

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease the land; or
- (2) Structural alterations, new construction, or demolition operations performed by or on behalf of the person or organization.

However, their status as additional insured under this policy ends when you cease to lease that land.

- h. **State or Political Subdivisions – Permits Relating to Premises** – with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent, or control and to which this insurance applies:

- (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal

holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

- (2) The construction, erection, or removal of elevators; or
- (3) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- (1) "Bodily injury" or "property damage" or "personal or advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

However, such state or political subdivision's status as additional insured under this policy ends when the permit ends.

- i. **Vendors** – but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- (1) The insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the

manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing, or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Subparagraphs d. or f.; or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

With respect to the insurance afforded to such additional insureds a. – d. described above the following is added to the **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

However, this insurance afforded to such additional insureds a. – i. described above:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

SECTION III – LIMITS OF INSURANCE

1. The following is added to Paragraph 2:

The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

2. Paragraph 6. is replaced with:

6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or sprinkler leakage, while rented to or temporarily occupied by you with permission of the owner. The limit is increased to \$1,000,000.

3. Paragraph 7. is replaced with:

7. Subject to 5. above, the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations for Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by one person.

This coverage does not apply if Coverage C - Medical Payments is excluded either by the provisions of any coverage forms attached to the policy or by endorsement.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Condition 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** is amended to include:

e. Knowledge of an "occurrence", offense, claim or "suit" by an agent or employee of any insured shall not in itself constitute knowledge of the insured unless you, a partner, if you are a partnership; or an executive officer or insurance manager, if you are a corporation receives such notice of an "occurrence", offense, claim or "suit" from the agent or employee.

2. Paragraph b. **Excess Insurance (1) (b) (ii)** of condition 4. **Other Insurance** is replaced with:

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

3. **Condition 6. Representations** is amended to include:

d. Your failure to disclose all hazards or prior "occurrences" or offenses existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" or offenses is not intentional. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

4. **Condition 8. Transfer Of Rights Of Recovery Against Others To Us** is amended to include:

If required by a written contract executed prior to loss, we waive any right of subrogation we may have against the contracting person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

5. The following condition is added:

10. Liberalization

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

SECTION V – DEFINITIONS

1. Definition 3. "Bodily Injury" is replaced with:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright

or death resulting from any of these at any time.

2. The following definition is added:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway, or right-of-way of a railroad.

All terms and conditions apply unless modified by this endorsement.



CERTIFICATE OF LIABILITY INSURANCE

DATE REISSUED
11/02/23

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER State Farm BRAD GLASSCO, AGENT 31321 E OUTER HIGHWAY 99 REDLANDS, CA 92373	CONTACT ELIZABETH PHONE: 909.794.7767 FAX: 909.794.7767 EMAIL: elizabeth@tragedyassess.com																		
INSURED ARBORPRO INC 22035 LA PALMA AVE #505 YORBA LINDA, CA 92687	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">POLICIES AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER:</td> <td>State Farm Mutual Automobile Insurance Company</td> <td>25178</td> </tr> <tr> <td>INSURER:</td> <td></td> <td></td> </tr> <tr> <td>INSURER:</td> <td></td> <td></td> </tr> <tr> <td>INSURER:</td> <td></td> <td></td> </tr> <tr> <td>INSURER:</td> <td></td> <td></td> </tr> </table>	POLICIES AFFORDING COVERAGE		NAIC #	INSURER:	State Farm Mutual Automobile Insurance Company	25178	INSURER:			INSURER:			INSURER:			INSURER:		
POLICIES AFFORDING COVERAGE		NAIC #																	
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE	TYPE OF INSURANCE	APPLICABLE	DESCRIPTION	POLICY NO.	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE AGGREGATED PER POLICY YEAR
	<input type="checkbox"/> BODILY INJURY <input type="checkbox"/> ADVERTISING <input type="checkbox"/> PRODUCTS AND COMPLETED OPERATIONS <input type="checkbox"/> POLLUTANTS						PERSONAL AND ADVERTISING COMMERCIAL PRODUCTS AND COMPLETED OPERATIONS POLLUTANTS
A	AUTOMOBILE LIABILITY	Y	893 9728 001-76 622	05-03-2023	05-03-2024		AUTOMOBILE LIABILITY BODILY INJURY PROPERTY DAMAGE
	<input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOMOBILES <input checked="" type="checkbox"/> NON-OWNED AUTOMOBILES						BODILY INJURY PROPERTY DAMAGE
	UMBRELLA/LMA						EACH OCCURRENCE AGGREGATED
	EXCESS LMA						EACH OCCURRENCE AGGREGATED
	OWNERS COMPENSATION AND EMPLOYERS LIABILITY						OWNERS COMPENSATION EMPLOYERS LIABILITY

DESCRIPTION OF OPERATIONS/ LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule may be attached if more space is required)
 Additional Insured:
 Hayward Unified School District

CERTIFICATE HOLDER Hayward Unified School District 24411 Antador Street Hayward, CA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE:
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ARBOR-1

OP ID: KD

CERTIFICATE OF LIABILITY INSURANCE

DATE ISSUED (YYYYMMDD)
11/08/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

INSURER ISLI Insurance Services 400 S Ramona Rd Ste 206 Corona, CA 92679 Barry Hynes	CONTACT NAME: Barry Hynes PHONE (A/C No. Ext.): 951-273-3000 FAX (A/C No.): 951-273-3001 EMAIL: [Redacted] ADDRESS: [Redacted]
ISSUING ArborPro, Inc. 10000 La Palma Ave #300 Yorba Linda, CA 92687	NEAREST AFFILIATED COVERAGE INSURER: Wesco Insurance Company RATING: A- (Excellent) INSURANCE: [Redacted] INSURER: [Redacted] INSURER: [Redacted]

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR ANY PERTAINING TO THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS BELOW MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	INSURED	POLICY NUMBER	POLICY EFF. DATE	POLICY EXPI. DATE	LIMITS
<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> UMBRELLA <input type="checkbox"/> FIDELITY AND BOND <input type="checkbox"/> LIFE, ACCIDENT AND SICKNESS <input type="checkbox"/> HEALTH AND MEDICAL EXPENSE <input type="checkbox"/> AUTO PHYSICAL DAMAGE <input type="checkbox"/> WATER DAMAGE <input type="checkbox"/> AVIATION AND HOUSING <input type="checkbox"/> CYBER <input type="checkbox"/> RETIREMENT					
<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY (OPERATING, MAINTENANCE AND GARAGE) - PASSENGER VEHICLES (OPERATING, MAINTENANCE AND GARAGE) - NON-PASSENGER VEHICLES	N.A.	WWW03669773	09/24/2023	09/24/2024	Bodily Injury / Property Damage: 1,000,000 Medical Payments: 1,000,000 Death / Dismemberment: 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200)

Hayward Unified School District is Certificate Holder in regards to our Insured's Work Comp.

CERTIFICATE HOLDER HAYW244 Hayward Unified School District 24411 Amador St. Hayward, CA 94544	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

WORK DISCLOSURE

ArborPro, Inc. does not have any current or anticipated work for the City of Sedalia at this time.

LOST PROPOSAL

BID PROPOSAL FORM

Item for Bid	Cost Per Unit	# of Units	Total Bid
1. Kick-off Meeting	Included	1	0.00
2. Tree Re-inventory including associated data files	3.95	2,006	7,923.70
3. Narrative report and slide presentation	Included	1	0.00
4. Additional Trees Re-inventoried per specific City request	3.95	1	
GRAND TOTAL			\$ 7,923.70

PAYMENT TERMS

2% net 10

TIMELINE OF PROJECT SCHEDULE

Below is a detailed timeline based on the estimated tree count of 1,500:

Week	Task	Trees Inventoried	Trees Submitted for Review
1	Kick-off Meeting, Tree Inventory	600	
2	Tree Inventory/QC	1,406	600
3	Data QC/Cleanup		1,406
4			
5			
6			
7	Closeout Report and Final Data Delivery		
Total		2,006	2,006

Bid Tabulation

Tree Re-Inventory

November 21, 2023 2:00 p.m.

Council Chambers

	ArborPro Inc. 22605 E. La Palma Ave. Ste. 509 Yorba Linda, CA 92887	Missouri Arborist Company 1806 East 16th Street Sedalia, MO 65301	
Items for Bid	Cost Per Unit	# of Units	Total Bid
Kick-off Meeting	Included	1	\$0.00
Tree Re-Inventory incl. data files	\$3.95	2,006	\$7,923.70
Narrative report/slide presentation	Included	1	\$0.00
Add. Tree Re-Inventory	\$3.95	1	\$5.00
Notes:	Payment terms 2% net 10 If waive OCP Insurance and lower GL to 2 million, will complete entire project for less than \$6,500.		
			Public Works corresponde with Missouri Arborist Company for bid clarification - bid revised as above
GRAND TOTAL			\$7,923.70
			\$7,975.00

**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 Transportation Fund must be increased by a total of \$20,086.60 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. Addition of a Flight Instructor and Plane Rental.
- B. Offset by Revenue generated from flight lessons and plane rental.

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 December 4, 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 AND ADDING A NEW CLASSIFICATION AND JOB DESCRIPTION REGARDING AIRPORT FLIGHT INSTRUCTOR AND PLANE RENTAL.

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. Ordinance No. 9940 is hereby amended by adding a new job classification and job description for the position as described below for the efficient operation of the City of Sedalia:

Additions:

Part-Time Flight Instructor – Airport. Said job description is attached hereto and made a part hereof as fully set out herein.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 4th day of December 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 4th day of December 2023.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers, City Clerk

Exhibit A
City of Sedalia
FY24 Budget Amendment 12/4/2023 Airport Flight Instructor and Plane Rental

Account / Description	Current Budget	Change	Amended Budget	Comments
Revenues / Source of Funds				
TBD Flight Lessons/Instruction	-	(12,000.00)	(12,000.00)	20 hours per week and \$50 per hour for 12 weeks
TBD Plane Rental	-	(9,600.00)	(9,600.00)	20 hours per month @ \$160 per hour for 3 months
20-00-456-00 Airport Fuel Sales	(368,000.00)	(600.00)	(368,600.00)	\$1 per gallon margin; 10 gallons per flight hour for 3 months
Total Revenue Change		<u>(22,200.00)</u>		
Expenditures / Uses of Funds				
20-11-101-40 Salaries - Part Time	18,409.40	9,000.00	27,409.40	Airport Flight Instructor 20 hours per week, 15 weeks beginning December 18th
20-11-106-00 Social Security Medicare Taxes	13,056.28	688.50	13,744.78	Airport Flight Instructor
20-11-108-00 Worker's Compensation Insur	7,988.89	611.10	8,599.99	Airport Flight Instructor
20-11-220-00 Leased Equipment	-	4,992.00	4,992.00	Plane Rental 20 hours per month for 3 months @ 80% of Net Plane Rental and Fuel Cost
20-11-246-00 Cost of Aviation Fuel Sold	265,513.00	3,360.00	268,873.00	\$5.60 per gallon for 10 gallons per 1 hour of flight for 20 hours for 3 months
20-11-224-00 Insurance	35,875.62	1,375.00	37,250.62	Cost for 3 months (\$5,500 annually)
20-11-227-00 Dues and Subscriptions	7,257.11	60.00	7,317.11	Software fees for service management @ \$20 per month
Total Expenditure Change		<u>20,086.60</u>		
		<u><u>2,113.40</u></u>		Net Increase (Decrease) In Projected Fund Balance



Let's Cross Paths

City of Sedalia

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

November 28, 2023

City Administrator Shaw,

The Airport and Human Resources is requesting the approval of one new part-time position.

We have identified a need for a part-time Flight Instructor. This position will be in charge of developing and preparing training materials that support training delivery to meet the client's needs in accordance with the applicable curriculum for both flight and ground training. Successful performance helps ensure the growth of the airport and the provision of effective airport services.

This position will be a part-time hourly position at \$30 an hour. The estimated cost of adding this position is for the remainder of the fiscal year is, \$10,299.60.

Sincerely,

Shannon Ramey-Trull,
Human Resources Director



CITY OF SEDALIA, MISSOURI

Job Description

Job Title:	PART-TIME FLIGHT INSTRUCTOR		
Department:	Airport		
Supervisor:	Airport Director		
Date:	November 2023	Position No.	AIR/4
FLSA Status:	Non-Exempt	Random Substance Testing:	N

Job Summary:

This position will be in charge of developing and preparing training materials that support training delivery to meet the client's needs in accordance with the applicable curriculum for both flight and ground training. Successful performance helps ensure the growth of the airport and the provision of effective airport services.

Essential Duties and Responsibilities:

- 1) Develop and prepare training materials that support training delivery to meet the client's needs in accordance with the applicable curriculum for both flight and ground training.
- 2) Conduct pre-flight and post-flight briefings to ensure students understand the objectives and expectations of each lesson.
- 3) Demonstrate proper techniques and procedures for various flight maneuvers and emergency situations.
- 4) Monitor student progress and provide constructive feedback to help them improve their skills.
- 5) Maintain accurate records of student training, including flight hours, maneuvers completed, and assessments.
- 6) Collaborate with other instructors and staff to ensure a safe and efficient training environment.
- 7) Stay updated on industry regulations and best practices in flight instruction.
- 8) Be able to work outside in the Hot/Cold weather extremes.
- 9) Provide a high level of customer service and professional instruction with a varied customer base.
- 10) Be responsible for checking flights for rental purposes.
- 11) This job description is not intended to be all-inclusive. The employee may be required to perform other duties as assigned by their supervisor.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements does not exclude them from the position if the work is similar or related to the position.

Minimum Qualifications:

1. Hold a valid Flight Instructor Certificate (CFI).
2. Possess a Commercial Pilot License (CPL) with appropriate ratings for the aircraft being used for instruction.
3. Strong communication skills, both verbal and written, to effectively convey instructions and feedback to students.
4. Excellent knowledge of aviation regulations, procedures, and safety protocols.
5. Ability to analyze data and make informed decisions based on flight performance.
6. Military experience as a pilot or flight instructor (CFI) (CFII) (CFIG) is highly desirable however not required. - No minimum dual given required although preferred.
7. Required: Less than one-hour commute to the Sedalia Airport (KDMO).

Necessary Knowledge, Skills, and Abilities:

1. Knowledge of airport security and safety procedures.
2. Ability to add, subtract and multiply; ability to deal with fractions; ability to read and remember material.
3. Ability to read, comprehend, and adhere to manual instructions to resolve complex issues.
4. Skill in operating a computer.
5. Skill in oral and written communication.

Guidelines:

1. Airport rules and regulations, FAA regulations, safety procedures;
2. City codes and ordinances;
3. Guidelines require judgment, selection, and interpretation in application.

Complexity:

The work consists of related duties connected to assisting with the operations of the airport.

Principal Working Relationships:

1. Contacts are typically with co-workers and airport tenants/users.

Purpose of Contacts:

Contacts are typically to give or exchange information, provide services, resolve problems, motivate or influence persons, and clarify, justify, defend, negotiate, or settle matters.

Supervisory and Management Responsibility:

None.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Employee must be physically able to operate a variety of machines, tools, and equipment which may include motor vehicles, computers, power tools, and mechanical hand tools, etc. Must be able to use body members to work, move or carry objects or materials. Physical demand requirements are at levels of light to moderate work.

- Lift 50 lbs.
- Excessive standing, walking, bending and squatting.
- Exposure to extreme temperatures.
- Exposure to fumes and/or chemicals.
- Exposure to heights and loud noises.
- Ability to read, comprehend, and adhere to manual instructions to resolve complex issues.

Work Environment:

The work is typically performed in an aircraft hangar and outdoors. The employee may be exposed to noise, dust, dirt, machinery with moving parts, and cold or inclement weather. The work may require the use of protective devices such as masks, goggles, gloves, and other gear.

Signature

Date

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SEDALIA, MISSOURI, APPROVING AND ANNEXING AN UNINCORPORATED AREA OWNED BY HIGHWAY H PROPERTY, LLC, INTO THE CITY OF SEDALIA, MISSOURI, ADJACENT AND CONTIGUOUS TO EXISTING CORPORATE LIMITS OF SAID CITY.

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

WHEREAS, on October 27, 2023, a petition was submitted to the City Council of Sedalia, Missouri, under the provisions of Section 71.012 RSMo. whereby Highway H Property, LLC, hereinafter described desires to have said real estate annexed into the corporate limits of the City of Sedalia, Missouri; and

WHEREAS, the City Council of the City of Sedalia, Missouri, held a public hearing on the 20th day of November, 2023, after having first given public notice of said public hearing by publication on November 10, 2023, in *The Sedalia Democrat*; and

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

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

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

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

Section 2. The entire tract shall be zoned M-2 Heavy Industrial. The legal description is more particularly described on Exhibit A attached hereto.

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 4th day of December, 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 4th day of December, 2023.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

EXHIBIT A

30.86 ACRES

ALL THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 46 NORTH, RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN, PETTIS COUNTY, MISSOURI, LYING EAST OF THE NEW EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 65 AND NORTH OF THE NORTH RIGHT-OF-WAY LINE OF MISSOURI STATE ROUTE "HH", MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 02°00'22" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, 417.52 FEET; THENCE SOUTH 87°00'34" EAST, 25.0 FEET, THENCE SOUTH 86°44'35" EAST, 64.93 FEET TO A POINT ON THE NEW EAST RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 65 AT CENTERLINE STATION 733+62.26 AND THE POINT OF BEGINNING; THENCE NORTH 02°03'59" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, 908.62 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AT CENTERLINE STATION 724+53.64; THENCE SOUTH 87°03'03" EAST, ALONG SAID NORTH LINE, 1211.21 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 02°01'13" WEST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, 1268.87 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID MISSOURI STATE ROUTE "HH"; THENCE NORTH 87°16'59" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 671.64 FEET; THENCE NORTH 02°00'22" EAST, 360.06 FEET; THENCE NORTH 86°44'35" WEST, 540.22 FEET TO THE POINT OF BEGINNING.

PETITION FOR ANNEXATION

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

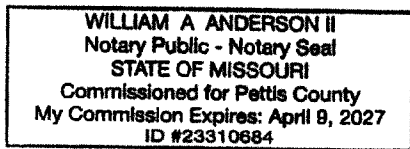
- 1. That Petitioner is the owner of all fee interests of record in the tract of land described on Exhibit A and attached hereto and made a part hereof as though set out herein verbatim, and which is contiguous and compact to the existing city limits of the City of Sedalia, Missouri.
- 2. Petitioner requests that said property be annexed into the City of Sedalia, Missouri, and further requests that the following tract of land described in Exhibit A be zoned M-2 Heavy Industrial.
- 3. That Petitioner is authorized to present this verified petition to the City Council of Sedalia, Missouri.

By: Highway H Property
 Name: Mike Brown
 Title: partner

State of Missouri)
) SS
 County of Pettis)

On this 27 day of October, 2027 before me personally appeared Mike Brown to me personally known, who being duly sworn, did say that is Mike Brown, and that the foregoing instrument was signed and sealed on behalf of Highway H Property

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



William A. Anderson II
 Notary Public

(SEAL)

30.86 Acres

ALL THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 46 NORTH, RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN, PETTIS COUNTY, MISSOURI, LYING EAST OF THE NEW EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 65 AND NORTH OF THE NORTH RIGHT-OF-WAY LINE OF MISSOURI STATE ROUTE "HH", MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 02°00'22" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, 417.52 FEET; THENCE SOUTH 87°00'34" EAST, 25.0 FEET; THENCE SOUTH 86°44'35" EAST, 64.93 FEET TO A POINT ON THE NEW EAST RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 65 AT CENTERLINE STATION 733+62.26 AND THE POINT OF BEGINNING; THENCE NORTH 02°03'59" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, 908.62 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AT CENTERLINE STATION 724+53.64; THENCE SOUTH 87°03'03" EAST, ALONG SAID NORTH LINE, 1211.21 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 02°01'13" WEST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, 1268.87 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID MISSOURI STATE ROUTE "HH"; THENCE NORTH 87°16'59" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 671.64 FEET; THENCE NORTH 02°00'22" EAST, 360.06 FEET; THENCE NORTH 86°44'35" WEST, 540.22 FEET TO THE POINT OF BEGINNING.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SEDALIA AMENDING THE CITY CODE REGARDING ANIMALS.

WHEREAS, the City Code currently prohibits possession of all animals that weight over 250 pounds and for certain type of livestock unless kept on property zoned as an agricultural district, of which there are none in the city; and

WHEREAS, the Council desires that such animals can be kept by permission of the Director of the Animal Control, as is the case for most unusual animals; and

WHEREAS, the City Code currently permits “private stables” and the keeping of certain animals on property zoned for R-1 single-family residential; and

WHEREAS, the Council desires that regulation of such animals be controlled by the Chapter 8 animal code and not a function of the zoning code.

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

Section 1: Repeal of the following sentence from Section 8-57(b) regarding possessing animals: Animals that weigh in excess of 250 pounds shall be kept only on property that is zoned an agricultural district.

Section 2: Repeal of Section 8-199 in its entirety and the section deleted.

Section 3: Repeal of Section 64-37(b)(11)(c) it its entirety and the section deleted.

Section 4: The provisions of any ordinance or code section in conflict with any provision of this ordinance are hereby repealed to the extent of such conflict.

Section 5: This ordinance shall be in full force and effect following final passage and approval.

Section 6: The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 4th day of December, 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 4th day of December, 2023.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

BILL NO. _____

ORDINANCE NO. _____

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

WHEREAS, The City of Sedalia, Missouri has received a proposal from _____, to purchase property commonly known as _____ for the sum and amount of _____ as contained in the contract for sale of real estate and special warranty deed as set forth in Exhibits A and B attached hereto and incorporated by reference.

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

Section 1. The Council of the City of Sedalia, Missouri approves and accepts the terms as contained in the contract for sale of real estate in substantially the same form and content as proposed in Exhibit A.

Section 2. The Council of the City of Sedalia, Missouri, hereby approves the giving of a special warranty deed by the City of Sedalia, Missouri to _____, for the conveyance of property commonly known as _____ in substantially the same form and content as proposed in Exhibit B.

Section 3. The City Administrator is authorized to accept said contract, sign said contract and deed and execute any and all closing documents on behalf of the City of Sedalia, Missouri and the City Clerk is hereby authorized and directed to file in his office the said contract and deed after recording said deed and ordinance with the Pettis County Recorder of Deeds.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 4th day of December 2023.

Presiding Officer of the Council

Approved by the Mayor of said City this 4th day of December 2023.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk