



**City Council Meeting Agenda**  
**Monday, February 5, 2024 – 6:30 p.m.**  
**City Hall, 200 South Osage, Sedalia MO**

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**MAYOR: ANDREW L. DAWSON**

**MAYOR PRO-TEM: RHIANNON M. FOSTER**

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**Refuse Truck Demonstration – 6:00 p.m.**

- A. CALL TO ORDER** – Andrew L. Dawson – Council Chambers
- B. PRAYER & PLEDGE OF ALLEGIANCE**
- C. ROLL CALL**
- D. SERVICE AWARDS**
  - 1. Bradley Beard – Sergeant – Police – 35 years of service
  - 2. Daryn Carver – Crew Supervisor – Street – 15 years of service
  - 3. Arthur DeSalme III – Police Officer – Police – 10 years of service
  - 4. Frankie Vanderpool – Equipment Operator II – Water Pollution Control – 5 years of service
- E. SPECIAL AWARDS/RETIREMENT AWARDS** – None
- I. APPROVAL OF PREVIOUS SESSION MINUTES**
  - A. Council Meeting – January 16, 2024
- II. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES** – None
- III. ROLL CALL OF STANDING COMMITTEES**
  - A. FINANCE / ADMINISTRATION** – Chairman Chris Marshall; Vice Chairman Jack Robinson
    - 1. Discussion** – Consideration of moving February 20, 2024, City Council meeting to alternate date
  - B. PUBLIC WORKS** – Chairman Thomas Oldham; Vice Chairman Chris Marshall
    - 1. Authorizing Design-Build** – Water Treatment and Wastewater Projects
      - Council Discussion led by Chairman Oldham
        - O Call for Ordinance of the City of Sedalia Amending the City Code to Authorize use of design-build processes for water treatment and wastewater projects** – Mayor Dawson
      - 2. Bid Rejection** – Mowing of City Properties
        - Council Discussion led by Chairman Oldham
          - Motion and Second to reject bid for Mowing of City Properties
        - 3. Budget Amendment and Agreement** – City Logo Application-Water Tower – Viking Painting, LLC – \$116,630.00
          - Council Discussion led by Chairman Oldham
            - R Call for Resolution of the City Council of the City of Sedalia, Missouri, stating facts and reasons for the necessity to amend and increase the City's Annual Budget for Fiscal Year 2024** - Mayor Dawson
            - O Call for Ordinance Amending the Budget for the Fiscal Year 2023-2024 regarding Public Works Water Tower Painting** – Mayor Dawson

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- Call for Ordinance Authorizing an agreement for painting of the City Logo and top tank on the west water tower – Mayor Dawson
- 4. Annexation & Utility Services Agreements – Michael L. Fisher and Katie E. Fisher – Connection of various properties to Water Distribution System
  - Council Discussion led by Chairman Oldham
  - Call for Ordinance Authorizing an Annexation and Utility Services agreement for Connection of property located at 3100 South New York Avenue to the City of Sedalia's water distribution system – Mayor Dawson
  - Call for Ordinance Authorizing an Annexation and Utility Services agreement for Connection of property located at 3110 South New York Avenue to the City of Sedalia's water distribution system – Mayor Dawson
  - Call for Ordinance Authorizing an Annexation and Utility Services agreement for Connection of property located at 3120 South New York Avenue to the City of Sedalia's water distribution system – Mayor Dawson
  - Call for Ordinance Authorizing an Annexation and Utility Services agreement for Connection of property located at 3130 South New York Avenue to the City of Sedalia's water distribution system – Mayor Dawson
  - Call for Ordinance Authorizing an Annexation and Utility Services agreement for Connection of property located at 3140 South New York Avenue to the City of Sedalia's water distribution system – Mayor Dawson
  - Call for Ordinance Authorizing an Annexation and Utility Services agreement for Connection of property located at 3150 South New York Avenue to the City of Sedalia's water distribution system – Mayor Dawson
  - Call for Ordinance Authorizing an Annexation and Utility Services agreement for Connection of property located at 3160 South New York Avenue to the City of Sedalia's water distribution system – Mayor Dawson
- 5. Agreement for SCADA Upgrade – Central and Southeast Wastewater Treatment Plants
  - MicroComm, Inc – \$289,942.00

Council Discussion led by Chairman Oldham

- Call for Ordinance Approving and Accepting a quote for upgrade of the Supervisory Control and Data Acquisition System for the Central and Southeast Wastewater Treatment Plants – Mayor Dawson

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

1. Sedalia Animal Shelter – Veterinary Service Contract – Sedalia Spay & Neuter Clinic
  - Council Discussion led by Chairman Robinson
  - Call for Ordinance Authorizing an Agreement for veterinary services for the Sedalia Animal Shelter – Mayor Dawson
2. Authorizing Sedalia Fire Department to apply for Assistance to Firefighters Equipment Grant Application
  - Council Discussion led by Chairman Robinson

Click on any agenda item to view the related documentation

**R** Call for Resolution Authorizing the Sedalia Fire Department to submit an Assistance to Fire-Fighters Equipment Grant Application - Mayor Dawson

**3. Authorizing Sedalia Fire Department to apply for SAFER Grant**

Council Discussion led by Chairman Robinson

**R** Call for Resolution Authorizing the Sedalia Fire Department to submit an Assistance to Fire-Fighters SAFER Grant Application - Mayor Dawson

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

**1. Form approval – Awning Mini Grant Program Agreement and application**

Council Discussion led by Chairwoman Foster

**O** Call for Ordinance approving an Awning Mini Grant Program agreement and application for Community Development – Mayor Dawson

**IV. OTHER BUSINESS**

**A. APPOINTMENTS** – None

**B. LIQUOR LICENSES**

New:

\*Jessica Degen dba El Rodeo Mexican Restaurant, 1400 South Limit, Liquor by the Drink & Sunday Sales - \$750

Renewal:

\*Cathy Geotz dba Break Time #3079, 2801 West Broadway, Packaged Liquor - \$150

\*Payton Burton dba Bandana's Bar-B-Q, 2909 West Broadway, Beer & Wine & Sunday Sales - \$375

\*Madison Gardner dba Tiger Eagle Stop, 3415 East Broadway, Packaged Liquor & Sunday Sales - \$450

\*Erica Eisenmenger dba Ivory Grille LLC, 317 South Ohio, Sidewalk Consumption & Sunday Sales - \$350

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

**VI. GOOD AND WELFARE** - "During the 'Good and Welfare' section of our meeting agenda, we invite residents of Sedalia to step forward and directly address their City Council. Each participant is requested to clearly state their name and address and will have three minutes to present their statement. This session is specifically designed for residents to express their views or concerns; it is not intended for dialogue, debate, or question-and-answer interactions with the Council. All statements made during this time will be formally recorded in the public record. We urge participants to keep their remarks respectful and focused on matters relevant to our community. Your contributions are a vital part of our continuous efforts to enrich and improve Sedalia, and we thank you for adhering to these guidelines and helping us maintain the decorum of this important process."

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

**A. Roll Call Vote for Closed Door Meeting**

**B. Discussion of closed items**

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

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

**VIII. ADJOURN MEETING**

**A. Motion and second to adjourn meeting**

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

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

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

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

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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 FEBRUARY 2, 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: *KS*  
Agenda items for City Council meeting on Monday, February 5, 2024, 6:30 p.m.

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

1. On the regular schedule of Council meetings, the third Monday of February falls on the 19<sup>th</sup> which is Presidents Day. This being one of the holidays observed by the City, the meeting would normally move to Tuesday, as the next business day. However, in this case this is the date of the Missouri Municipal League's Legislative Day and Mayor Dawson and several Council Members are going to attend that annual event. Further, this is the Council meeting we normally start making some of the larger budget decisions for next year. Therefore, staff recommends that Council look at moving the meeting to Wednesday or Thursday. Legal reviewed the process, and it would just take a motion, second, and approval by voice vote to move the meeting date.

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

1. In 2016 the State Legislature put into effect legislation that allows municipalities to utilize the design build form of construction contracts. Traditional methods for contracting for construction has been “design, bid, build”, where we would hire an engineer or architect to design the project, then we would go out for firm bids to construct the facility as designed. Design build contracts allows for picking a construction contractor and design firm at the same time and then they work together to simultaneously design the facility and construct it. There were two different bills passed that same year that became RSMo 67.5060 and 67.5070. Section 67.5060 prescribes a detailed process that cities must follow when using the design build method. Section 67.5070 on the other hand allows cities to use design build contracts for water and wastewater projects with greater latitude on the process used. The state revolving fund regulations prescribe that the city may use such design build contracts as long as there is a controlling ordinance that outlines the process used for selecting the contractor and design firm. Our legal firm drafted such an ordinance for us, and staff recommends approval.
2. We have several properties that we have from time to time either leased out or allowed individuals to harvest hay off them in exchange for keeping the properties mowed. In order to make this more equitable and formalized, we sent out a request for proposals (RFP) for each of these properties. We only had one individual make a proposal for one property, and that proposal did not meet the minimum requirement of the RFP. We believe that some of the requirements were too stringent and thereby possibly why we did not get the responses that we anticipated. Therefore, staff recommends rejecting the one proposal and then we can start over with terms that would be more favorable.

3. As presented before, the Lions Club partnered up with other civic organizations with a goal to raise \$40,000 to help offset the cost of putting the City logo up on the west water tower. Council approved matching the amount raised to allow for adding the logo to two sides instead of just one. We are pleased to report that the civic organizations exceeded their goal. With these funds in hand, staff sought out bids to apply the logos. Included in the request for proposals (RFPs) we asked for bid alternates to repaint the bowl prior to applying the logos, as well as, another alternate to repaint the whole tower. The tower has not been painted for approximately 19 years, therefore it would be prudent to repaint it prior to applying the logo. The lowest bid was for \$23,000 to paint only the two logos, or \$116,630 to repaint the bowl and then apply the two logos, or \$231,630 to repaint the entire tower and then apply the two logos. Staff recommends increasing the budget previously approved by \$36,630 to allow for the repainting of the bowl before applying the logos. As you can see the amount of funds raised by the community more than covers the cost of the logos, and repainting the bowl prior to applying them will only increase the quality of the product along with its longevity. Further, the City would at some point in the near future need to repaint the bowl anyway.
4. In 2022, the City sold a ten-acre plot on South New York just outside the city limits to Michael & Katie Fisher. The Fishers have since then subdivided this plot into seven parcels to build houses on each. As they are constructing houses now, they would like to hook up to City water. Consistent with past practices, we have negotiated an annexation and utility services agreement with them. The agreement basically allows them to connect to city utilities in exchange for an agreement that if the property ever becomes contiguous to the city limits, it can be annexed. Since the agreement goes with the property, we need an ordinance for each lot so they can be filed separately. Staff recommends approval of each of the seven agreements.
5. The City's water and wastewater systems utilize software and hardware referred to as Supervisor Control and Data Acquisition (SCADA). This SCADA system monitors critical components and sets off alarms if something is nearing preset limits to alert staff of potential problems. Using this technology, staff can manage many different components remotely to effectively allow them to be in several places at once. Further, in the case of the sewer system, SCADA facilitates only staffing on duty personnel during the week days, and then relying on the system to alert those on call if something goes awry. Approximately three years ago the City bid out replacement of these systems to upgrade its functionality and bring the software and computer systems up to date, so that the vendors would continue to provide support and maintain cyber security. The water has been upgraded with the selected vendor. The plan was to include in the upcoming budget to upgrade the sewer systems. However, our information technology staff has detected that there was a possible intrusion into one or more of the pieces of equipment. This gives rise to staff recommending to accelerate the plan to go ahead and order the upgrade so that we can get in the vendor's que to install the new system as soon as possible. The expenditure will not happen until next fiscal year, but ordering it now will cut off a couple months to getting the project implemented.

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

1. The animal shelter operations require the use of veterinary services. Using a contract to outline such services and using one veterinarian provides for a more stable level of service at a

reduced cost. The previous contract has expired, so staff submitted a request for proposals (RFP) and we received only one proposal from the current provider. The rates increased, but are still well below open market rates. Staff recommends approval.

2. Fire Chief Irwin has identified a grant opportunity to purchase needed regulators for the Self-Contained Breathing Apparatus (SCBA) used by our firefighters when fighting fires. The grant would require a match of 10% of the total costs. Staff recommends Council authorize Chief Irwin to apply for the grant.
3. Chief Irwin has also identified a grant opportunity that may offset the costs for three years of hiring the six added personnel as presented in his strategic plan. Staff recommends Council authorize Chief Irwin to apply for the grant.

**Community Development Committee** – There is one item for consideration through the Community Development Committee.

1. For the last several years, the City has had a program that utilizes the special business district funds to help offset the cost of restoring façades within the Central Business and Cultural District. With the reinvigoration of the Sedalia Main Streets Committees, they have brought forward a modification of these concepts to promote a subset of the full façade restorations as “awning mini grants”. These are aimed at enticing downtown businesses to replace awnings that are showing some wear. Staff worked with the committees to develop an application process and agreement. Staff recommends approval of the process and agreement template.



**CITY OF SEDALIA, MISSOURI  
CITY COUNCIL MEETING  
JANUARY 16, 2024**

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 Tuesday, January 16, 2024 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:**

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

**SERVICE AWARDS/SPECIAL AWARDS/RETIREMENT AWARDS - None**

**MINUTES:** The Council Meeting minutes of January 2, 2024 were approved on motion by Oldham, seconded by Robinson. All in Favor.

The Strategic Planning Session minutes of January 6, 2024 were approved on motion by Oldham, Seconded by Foster. All in favor.

**REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES:**

The Citizen's Traffic Advisory Commission minutes dated December 13, 2023 were accepted on motion by Oldham, seconded by Robinson. All in Favor.

**ROLL CALL OF STANDING COMMITTEES:**

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

➤ The ordinance waives open container laws in designated areas for the Lions Club Pub Crawl.  
BILL NO. 2024-3, ORDINANCE NO - 11963 – AN ORDINANCE WAIVING THE REQUIREMENTS OF SECTION 4-3(A) OF THE CODE OF ORDINANCES OF THE CITY OF SEDALIA, MISSOURI AND IMPOSING OTHER CONDITIONS RELATING TO THE SEDALIA LIONS CLUB PUB CRAWL ON SATURDAY MARCH 16, 2024 DURING THE HOURS OF 12:00 P.M. TO 7:00 P.M. IN DOWNTOWN SEDALIA was read once by title.

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

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

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

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

➤ The Ordinance increases the speed limit on Winchester Drive from West 10<sup>th</sup> South to the city limits from 25 MPH to 30 MPH.

BILL NO. 2024-4, ORDINANCE NO. - 11964 – AN ORDINANCE AUTHORIZING AN INCREASED SPEED LIMIT ON WINCHESTER DRIVE FROM WEST 10<sup>TH</sup> STREET TO WEST 16<sup>TH</sup> STREET FROM 25 MPH TO 30 MPH was read once by title.

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

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

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

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

➤ The Ordinance adopts protected class Anti – Discrimination Policies to ensure compliance for federal grant funding.

BILL NO. 2024-5, ORDINANCE NO. - 11965 – AN ORDINANCE OF THE CITY OF SEDALIA, MISSOURI AMENDING CHAPTER 28 – HUMAN RELATIONS, OF THE CODE OF THE CITY OF SEDALIA, MISSOURI TO ADD ARTICLE IV – PROTECTED CLASS ANTI-DESCRIMININATION POLICIES was read once by title.

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

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

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

**COMMUNITY DEVELOPMENT** – Rhiannon M. Foster, Chairwoman; Tina Boggess, Vice Chairwoman – No Report.

**APPOINTMENTS**: None

**BIDS**: None

**LIQUOR LICENSES**: The following renewal Liquor Licenses were read and approved on motion by Oldham, seconded by Foster. All in Favor.

\*Gloria Ayala dba El Espolon, 2400 South Limit, Liquor by the Drink & Sunday sales

\*Stacey Fitterer dba Fitter’s 5<sup>th</sup> Street Pub, 500 South Ohio, Liquor by the Drink & Sunday sales

\*Lovell Curry dba The Den, 115 West Main, Liquor by the Drink & Sunday sales

\*Heather Trotter dba Walgreens #7428, 801 South Limit, Packaged Liquor & Sunday sales

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

Councilman Cross thanked Councilman Oldham, Councilwoman Boggess, and The Fire Department for getting water distributed to the trailer park.

Councilwoman Foster thanked the Water Department for working over hours in the cold weather this past weekend.

Councilwoman Boggess encouraged everyone to return pamphlets that were sent out with their water bill. Interim Public Works Director Chris Davies stated that approximately 300 have been returned to date.

**GOOD & WELFARE**: None.

The meeting adjourned at 6:47 p.m. on motion by Oldham, seconded by Hiller to a closed-door meeting in the upstairs conference room pursuant to subsections 1 (Legal Advice), 2 (Real Estate), and 12 (Negotiated Contracts) of Section 610.021 RSMo. Roll Call Vote: Voting “Yes” were Robinson, Oldham, Marshall, Boggess, Hiller, Cross, Foster and Bloess. No one voted “No”.

The regular meeting reopened at 7:35 p.m. on motion by Oldham, seconded by Foster. All in favor.

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

**BUSINESS RELATED TO CLOSED DOOR MEETING:** Motion by Bloess, seconded by Robinson to authorize Bothwell Regional Health Center to purchase property located at 3401 West 10<sup>th</sup> under the following terms:

- 10-year lease – to – own
- Total cost \$1.6 million
- 10% down
- 5% interest
- No early out until 5 year after commencement of lease

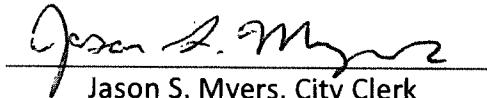
All in favor.

The regular meeting adjourned at 7:37 p.m. on motion by Oldham, seconded by Robinson. All in Favor.

THE CITY OF SEDALIA, MISSOURI



Andrew L. Dawson, Mayor



Jason S. Myers, City Clerk

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

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

**AN ORDINANCE OF THE CITY OF SEDALIA AMENDING THE CITY CODE TO AUTHORIZE USE OF DESIGN-BUILD PROCESSES FOR WATER TREATMENT AND WASTEWATER PROJECTS.**

**WHEREAS**, the City Council is authorized by Section 67.5070 of the Revised Statutes of Missouri to enter into design-build contracts for water treatment and wastewater projects; and

**WHEREAS**, the City Council desires to authorize the use of design-build processes for these projects; and

**WHEREAS**, the City Council also desires to create procedures and guidelines for the procurement of design-build services.

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

**SECTION ONE.** In accordance with Section 67.5070 of the Revised Statutes of Missouri, the City Council hereby authorizes the City Administrator and/or their designee to enter into design-build contracts as defined in Section 67.5070.

**SECTION TWO.** The City Code is hereby amended by creating a new Article VIII in Chapter 60 of the Code which shall read as follows:

**“Article VIII - Design-Build Contracts for Water Treatment and Wastewater Projects**

**Sec. 60-402 State and Federal Requirements**

All design-build contracts entered into pursuant to Section 67.5070 of the Revised Statutes of Missouri will be administered and entered into in accordance with all state and federal laws and regulations specific to each design-build project, including, but not limited to bidding requirements and specifications, contract awarding procedures, and procurement regulations. Any state or federal requirements conflicting with this Article shall take precedence.

**Sec. 60-403 – Requests for Qualifications**

Prior to awarding a design-build contract for water treatment or wastewater projects, the City Administrator, or his/her designee, will request qualifications from at least three qualified architectural and/or engineering services firms for design-build services. The request for qualifications will be evaluated by the City Administrator or their designee on a 12-point scale. Points will be awarded as follows:

- 2 Points for specialized experience and technical competence of the design-build team with respect to the type of services required.
- 2 Points for the capacity and capability of the design-build team to perform the work, including specialized services, in a timely manner in accordance with the project specifications.
- 2 Points for proximity and familiarity with the geographical area of the project.
- 2 Points for the past record of performance of the design-build team regarding cost control, quality of work, and ability to meet deadlines.
- 2 Points for professional experience in designing and constructing water treatment and/or wastewater systems.

- 2 Points for experience with the design-build delivery method.

The Request for Qualifications will include this scoring method and require firms to provide any specific information requested by the City Administrator or their designee related to the project or the firm. Firms shall have no less than thirty (30) days to respond to the Request for Qualifications.

#### Sec. 60-404 Request for Proposal

The City Administrator or their designee shall select no less than two firms, unless only one firm responds to the Request for Qualifications, that responded to the Request for Qualifications to receive a Request for Proposal for the specific water treatment or wastewater project. If only one firm responds to the Request for Qualifications, the City Administrator or their designee may issue a Request for Proposal to the sole firm and follow the procedures listed herein. The City Administrator or their designee may also restart the design-build process and issue a new Request for Qualifications if only one firm responds. Said Request for Proposal shall include project specifications, contract award procedures, bid rejection processes, and any other information the City Administrator or their designee deems necessary for the Request.

Firms who receive a Request for Proposal shall be given no less than 30 days to respond to the Request.

#### Sec. 6-405 Contract Awards

The City Administrator or their designee shall award design-build contracts to the lowest and best bidder based on completion schedule, quality of workmanship, design and materials, cost control, and any other relevant factors specific to the project. Nothing in this Section shall create an obligation to select the lowest bidder.

The City reserves the right to reject all bids and restart the bidding process for any reason.”

### **SECTION THREE.** Repeal of Conflicting Ordinances.

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 FOUR.** Effective Date.

This ordinance shall be in full force and effect from and after the date of its passage and approval.

### **SECTION FIVE.** Severability.

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 5<sup>th</sup> day of February, 2024.

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Presiding Officer of the Council

Approved by the Mayor of said City this 5<sup>th</sup> day of February, 2024.

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Andrew L. Dawson, Mayor

ATTEST:

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Jason S. Myers  
City Clerk



*City of Sedalia*  
200 S. Osage  
Sedalia, MO 65301  
(660) 827-3000 [www.sedalia.com](http://www.sedalia.com)

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To: Kelvin Shaw, City Administrator  
Through: Matt Wirt, Assistant City Administrator *MW*  
From: Elizabeth Nations, Executive Administrative Assistant  
Date: January 30, 2024  
Subject: IFB 2024-012 Mowing of City Properties Bid Rejection

The Public Works Department sought bids for the application mowing of various City owned properties and the bids were due January 24<sup>th</sup>. One bid was received from Todd Zimmer. However, upon inspection of the bid document it was discovered the wrong bid form was used, the addendums were not acknowledged and no insurance documentation was provided. Public Works recommends rejecting the bid and will rebid the project at a later time.

**TABULATION OF BIDS**  
**Mowing of City Properties**  
**January 24, 2024 2:30pm - Council Chambers**

					Todd Zimmer 27216 Hwy J Cole Camp, MO 65325
Name	Address	Acreage	Unit Price	Ext. Price	
North Sewer Plant	Georgetown Rd.	29.33	No Bid	No Bid	
North Sewer Plant	Hwy. H	25	No Bid	No Bid	
Rail Spur	544 W. Saline	6.3	No Bid	No Bid	
Rail Spur	400 E. Clay	69.07	No Bid	No Bid	
Rail Spur	700 N. Washington	4.79	No Bid	No Bid	
Rail Spur	601 E. Clay	3.03	No Bid	No Bid	
Rail Spur	N. Engineer Ave. Rear	20	No Bid	No Bid	
Rail Spur	Cedar Dr.	63.73	No Bid	No Bid	
Animal Shelter	2420 S. New York	4	No Bid	No Bid	
Animal Shelter	S. New York	18	No Bid	No Bid	
Spring Fork Lake	24688 Spring Fork Rd.	?	No Bid	No Bid	
Spring Fork Lake	24688 Spring Fork Rd. Rear Land	?	No Bid	No Bid	
Compost	Hwy U	16.98	No Bid	No Bid	
Compost	27882 Hwy U	60	No Bid	No Bid	
Water Division	27975 Hwy U	9.68	\$154.958/AC	\$1,500.00	
Water Division	Hwy H	17.8	No Bid	No Bid	
Water Division	28200 Water Works Rd.	48.6	No Bid	No Bid	
West (central) Sewer Plant	3000 W. Main	22	No Bid	No Bid	
West (central) Sewer Plant	3202 W. Main	5	No Bid	No Bid	
Old Landfill	23195 Cherry Tree Lane	80	No Bid	No Bid	
Old Landfill	Rear Land	156.15	No Bid	No Bid	
Bid Bond				5% check in lieu of Bid Bond	

**CITY OF SEDALIA**  
**IFB 2024-012**  
**Mowing of City Properties**

**SECTION 4: BID FORM**

SUBMITTED BY: TODD ZIMMER  
 (Company Name)

BY: Todd Zimmer  
 (Authorized Person's Signature)

TODD ZIMMER OWNER  
 (Print or Type Name and Title of Signer)

660-287-7525  
 (Contact Phone)

27216 Hwy 55 Cole Camp Mo 65325  
 (Mailing Address)

Pursuant to and in accordance with IFB 2024-012, the above signed hereby declares that they have examined the IFB documents and scope of work listed within the Specifications Section of this IFB provided by the City and the bidder's response. The above signed bids and agrees, if their bid is accepted, to furnish the item(s)/service(s) submitted below, including delivery to Sedalia, Missouri in accordance with the delivery schedule indicated below and according to the prices for products/services information submitted by the Bidder.

ITEM	MAP ID	NAME	ADDRESS	ACREAGE	UNIT PRICE	EXTENDED PRICE
1	1	North Sewer Plant	Georgetown Rd.	29.33	NO	BID
2	1	North Sewer Plant	Hwy. H	25	NO	BID
3	2	Rail Spur	544 W. Saline	6.3	NO	BID
4	2	Rail Spur	400 E. Clay	69.07	NO	BID
5	2	Rail Spur	700 N. Washington	4.79	NO	BID
6	2	Rail Spur	601 E. Clay	3.03	NO	BID
7	2	Rail Spur	N. Engineer Ave. Rear	20	NO	BID
8	2	Rail Spur	Cedar Dr.	63.73	NO	BID
9	3	Animal Shelter	2420 S. New York	4	NO	BID
10	3	Animal Shelter	S. New York	18	NO	BID
11	4	Spring Fork Lake	24688 Spring Fork Rd.	?	NO	BID
12	4	Spring Fork Lake	24688 Spring Fork Rd. Rear Land	?	NO	BID
13	5	Compost	Hwy U	16.98	NO	BID
14	5	Compost	27882 Hwy U	60	NO	BID
15	6	Water Division	27975 Hwy U	9.68	#154.95/AC	\$1,500.00
16	6	Water Division	Hwy H	17.8	NO	BID
17	6	Water Division	28200 Water Works Rd.	48.6	NO	BID
18	7	West (Central) Sewer Plant	3000 W. Main	22	NO	BID
19	7	West (Central) Sewer Plant	3202 W. Main	5	NO	BID
20	8	Old Landfill	23195 Cherry Tree Lane	80	NO	BID
21	8	Old Landfill	Rear Land	156.15	NO	BID
			TOTAL		NO	BID

Please See Exhibit 4 For Maps

**CITY OF SEDALIA**  
**IFB 2024-012**  
**Mowing of City Properties**  
**Mowing of City Properties**  
**AFFIDAVIT OF COMPLIANCE**

To be submitted with bidder's response to the IFB for Mowing of City Properties

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Company Name TODD ZIMMER

By Todd Zimmer  
(Authorized Person's Signature)

TODD ZIMMER OWNER  
(Print or type name and title of signer)

Company Address 27216 Hwy 55

Cave Camp Mo 65325

Telephone Number 660-287-7525

Fax Number: 660-648-3242

Date: 1-24-2024

**ADDENDA**

Bidder acknowledges receipt of the following addendum:

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

Email todd.zimmer@yahoo.com

Federal Tax ID No. \_\_\_\_\_

TAXES FILED UNDER SSN # AVAILABLE  
UPON REQUEST.

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

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

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

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

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

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

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

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

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

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

**Section 1.** Expenditures from the City's Capital Expenditures Fund must be increased by a total of \$36,630 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. Paint water tower, including adding City of Sedalia logo.
- B. Offset by community donations to paint City of Sedalia logo.

**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 February 5, 2024

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Presiding Officer of the Council

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

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

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

**AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2023-2024  
REGARDING PUBLIC WORKS WATER TOWER PAINTING.**

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

**Section 1.** The 2023-2024 fiscal year budget beginning April 1, 2023 and ending March 31, 2024 is hereby amended to modify certain budgeted line items as they appear on the attached schedule and made a part hereof as Exhibit A as if fully set out herein.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 5<sup>th</sup> day of February 2024.

---

Presiding Officer of the Council

Approved by the Mayor of said City this 5<sup>th</sup> day of February 2024.

---

Andrew L. Dawson, Mayor

ATTEST:

---

Jason S. Myers  
City Clerk

Exhibit A  
City of Sedalia  
FY24 Budget Amendment 2/5/2024 PW Water Tower Painting

Account / Description	Current Budget	Change	Amended Budget	Comments
<b>Revenues / Source of Funds</b>				
15-00-507-00    Miscellaneous Revenue	(168,817.21)	(40,200.00)	(209,017.21)	Donations received to paint logo on water tower
<b>Total Revenue Change</b>				
		<u>(40,200.00)</u>		
<b>Expenditures / Uses of Funds</b>				
15-32-353-41    Other Capital Projects	80,075.00	36,630.00	116,705.00	Paint Water Tower - Amendment to fund full expense cost
<b>Total Expenditure Change</b>				
		<u>36,630.00</u>		
		<u><u>3,570.00</u></u>		<b>Net Increase (Decrease) in Projected Fund Balance</b>

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

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

**AN ORDINANCE AUTHORIZING AN AGREEMENT FOR PAINTING OF CITY LOGO AND TOP TANK ON THE WEST WATER TOWER.**

**WHEREAS**, the City of Sedalia, Missouri received a proposal from Viking Painting, LLC, for application of the City's Logo to the water tower located at 1401 Water Tower Road; and

**WHEREAS**, under the agreement, the City of Sedalia, Missouri shall pay Viking Painting, LLC, the total sum of One Hundred Sixteen Thousand Six Hundred Thirty dollars (\$116,630.00) for said project 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 authorizes the agreement by and between the City of Sedalia, Missouri and Viking Painting, LLC, as it has been proposed.

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 5<sup>th</sup> day of February 2024.

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Presiding Officer of the Council

Approved by the Mayor of said City this 5<sup>th</sup> day of February 2024.

---

Andrew L. Dawson, Mayor

ATTEST:

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Jason S. Myers, City Clerk



*City of Sedalia*  
200 S. Osage  
Sedalia, MO 65301  
(660) 827-3000 [www.sedalia.com](http://www.sedalia.com)

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To: Kelvin Shaw, City Administrator and Jessica Pyle, Finance Director  
Through: Matt Wirt, Assistant City Administrator *MW*  
From: Elizabeth Nations, Executive Administrative Assistant  
Date: January 30, 2024  
Subject: City Logo Application to Water Tower and Budget Amendment

The Public Works Department sought bids for the application of the City of Sedalia "Let's Cross Paths" logo onto the water tower located at 1401 Water Tower Road. Prospective bidders were given the option of painting, applying a decal or wrapping the logo on the tower. In addition to the logo application, the City asked for alternative bids for painting the top tank of the tower and painting of the entire tower.

There were four bidders:

- Viking Painting, LLC 10905 Harrison St., La Vista, NE 68128
- Thomas Industrial Coatings, Inc. 2070 Hwy Z, Pevely, MO 68154
- TMI Coatings, Inc. 3291 Terminal Drive, St. Paul, MN 55121
- Five 12 Painting & Remodeling LLC. 584 Peg Ct., Saint Cloud, FL 34772
- Tank Pro, Inc. 550 Watermelon Rd., Northport, AL 35473

For just the logo application, bids ranged from \$23,000 to \$64,728. For the logo application and painting of the top tank, bids ranged from \$116,630 to \$185,346. For the logo application and the painting of the entire tower bids ranged from \$231,630 to \$314,363.

Public Works recommends awarding the bid to Viking Painting, LLC the lower bidder of \$116,630 for the painting of the logo and the top tank. Public Works has previously contracted with Viking and has been pleased with their work.

In August of 2023 in a collaborative effort with the Sedalia Lions Club and other key stakeholders, the City of Sedalia committed \$40,000 matching funds to the implementation of the logo application to the water tower. With the acceptance of the Viking Painting, LLC the Public Works division is requesting a budget amendment of \$36,630 for line item 15-32-353-41 Capital Projects to complete the logo application and painting of the water tank.

**CONTRACT AGREEMENT  
BY AND BETWEEN  
THE CITY OF SEDALIA, MISSOURI AND  
VIKING PAINTING, LLC**

This agreement made and entered into this 6<sup>th</sup> day of February, 2024, by and between the City of Sedalia, Missouri, hereinafter referred to as the "City" and Viking Painting, LLC, hereinafter referred to as the "Contractor" whose principal place of business is located at 10905 Harrison St., La Vista, NE 68128.

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

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

---

Kelvin L. Shaw, City Administrator  
City of Sedalia

---

Authorized Representative  
Viking Painting, LLC

ATTEST:

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Jason Myers  
City Clerk

**CITY OF SEDALIA**  
**IFB 2024-013**  
**City Logo Application-Water Tower**

**SECTION 5 BID FORM**

**SUBMITTED BY:** Viking Painting, LLC

(Company Name)

**BY:**

  
(Authorized Person's Signature)

John Snodgrass, Vice President

(Print or Type Name and Title of Signer)

Pursuant to and in accordance with IFB 2024-013, the above signed hereby declares that they have examined the IFB documents and scope of work listed within the Specifications Section of this IFB provided by the City and the bidder's response. The above signed bids and agrees, if their bid is accepted, to furnish the item(s)/service(s) submitted below, including delivery to Sedalia, Missouri in accordance with the delivery schedule indicated below and according to the prices for products/services information submitted by the Bidder.

<b>Item No.</b>	<b>Description</b>	<b>Qty.</b>	<b>Unit Price</b>	<b>Extended Price</b>
1.	Painting of two (2) City logos on the hydropillar located at 1401 Water Tower Rd., Sedalia, MO	LS	\$23,000.00	\$23,000.00
2.	Painting of two (2) City logos and repainting the top tank of the hydropillar located at 1401 Water Tower Rd., Sedalia, MO	LS	\$116,630.00	\$116,630.00
3.	Painting of two (2) City logos and repainting the entire hydropillar located at 1401 Water Tower Rd., Sedalia, MO	LS	\$231,630.00	\$231,630.00
4.	Decal application of two (2) City logos on the hydropillar located at 1401 Water Tower Rd., Sedalia, MO	LS	NO	BID
5.	Decal application of two (2) City logos and repainting the top tank of the hydropillar located at 1401 Water Tower Rd., Sedalia, MO	LS	NO	BID
6.	Decal application of two (2) City logos and repainting the entire hydropillar located at 1401 Water Tower Rd., Sedalia, MO	LS	NO	BID
7.	Wrap application of two (2) City logos on the hydropillar located at 1401 Water Tower Rd., Sedalia, MO	LS	NO	BID
8.	Wrap application of two (2) City logos and repainting the top tank of the hydropillar located at 1401 Water Tower Rd., Sedalia, MO	LS	NO	BID
9.	Wrap application of two (2) City logos and repainting the entire hydropillar located at 1401 Water Tower Rd., Sedalia, MO	LS	NO	BID

**CITY OF SEDALIA**  
**IFB 2024-013**  
**City Logo Application-Water Tower**

**AFFIDAVIT OF COMPLIANCE**

To be submitted with bidder's response to this IFB for City Logo Application-Water Tower.

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Company Name Viking Painting, LLC

**ADDENDA**

By   
(Authorized Person's Signature)

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. 2

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

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

10905 Harrison Street, La Vista, NE 68128

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

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

Telephone Number 833-847-8265

Email bids@vptanks.com

Fax Number: N/A

Federal Tax ID No. 83-0944062

Date: 1/22/2024

**TABULATION OF BIDS**  
**CITY LOGO APPLICATION-WATER TOWER**  
**January 23, 2024 2:00pm - Council Chambers**

Description		Quantity	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price
Painting 2 City logos on hydropillar		LS	\$23,000.00	\$	35,000.00	\$	55,359.00	\$
Painting 2 City logos and repainting top tank of hydropillar		LS	\$116,630.00	\$	141,015.00	\$	185,346.00	\$
Painting 2 City logos and repainting entire hydropillar		LS	\$231,630.00	\$	278,250.00	\$	314,363.00	\$
Decal application of 2 City logos on the hydropillar		LS	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Decal application of 2 City logos and repainting the top tank of the hydropillar		LS	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Decal application of 2 City logos and repainting the entire hydropillar		LS	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Wrap application of 2 City logos on hydropillar		LS	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Wrap application of 2 City logos and repainting top tank of hydropillar		LS	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Wrap application of 2 City logos and repainting entire hydropillar		LS	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
acknowledge Addendum 1 & 2				Yes	Yes	Yes	Yes	Yes
Bid Bond				Yes	Yes	Yes	Yes	Yes
E-Verify				Yes	Yes	Yes	Yes	Yes
Description		Quantity	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price
Painting 2 City logos on hydropillar		LS	\$ 59,000.00	\$	59,000.00	\$	64,728.00	\$
Painting 2 City logos and repainting top tank of hydropillar		LS	\$ 146,500.00	\$	146,500.00	\$	163,315.00	\$
Painting 2 City logos and repainting entire hydropillar		LS	\$ 251,500.00	\$	251,500.00	\$	249,837.00	\$
Decal application of 2 City logos on the hydropillar		LS	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Decal application of 2 City logos and repainting the top tank of the hydropillar		LS	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Decal application of 2 City logos and repainting the entire hydropillar		LS	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Wrap application of 2 City logos on hydropillar		LS	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Wrap application of 2 City logos and repainting top tank of hydropillar		LS	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Wrap application of 2 City logos and repainting entire hydropillar		LS	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
acknowledge Addendum 1 & 2				Yes	Yes	Yes	Yes	Yes
Bid Bond				Yes	Yes	Yes	Yes	Yes
E-Verify				Yes	Yes	Yes	Yes	Yes

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

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

**AN ORDINANCE AUTHORIZING AN ANNEXATION AND UTILITY SERVICES AGREEMENT FOR CONNECTION OF PROPERTY LOCATED AT 3100 SOUTH NEW YORK AVENUE TO THE CITY OF SEDALIA'S WATER DISTRIBUTION SYSTEM.**

**WHEREAS**, The City of Sedalia, Missouri, has received an annexation and utility services agreement from Michael L. Fisher and Katie E. Fisher; and

**WHEREAS**, under the agreement, the City of Sedalia, Missouri agrees to allow Michael L. Fisher and Katie E. Fisher to connect property at 3100 South New York Avenue that is located outside of the city limits of Sedalia to the City of Sedalia's water distribution system as more fully described in the proposed agreement attached and incorporated by reference as though the proposed agreement were set forth herein.

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

**Section 1.** The Council of the City of Sedalia, Missouri, hereby approves and accepts the agreement by and between the City of Sedalia, Missouri and Michael L. Fisher and Katie E. Fisher in substantively the same form and content as the agreement has been proposed.

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

**Section 3.** The City Clerk is hereby directed to file in his office a duplicate or copy of the document after it has been executed by the parties or their duly authorized representatives and after said agreement has been recorded with the Pettis County Recorder of Deed's office.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 5th day of February 2024.

---

Presiding Officer of the Council

Approved by the Mayor of said City this 5th day of February 2024.

---

Andrew L. Dawson, Mayor

ATTEST:

---

Jason S. Myers  
City Clerk



***City of Sedalia***  
200 S. Osage  
Sedalia, MO 65301  
(660) 827-3000 [www.sedalia.com](http://www.sedalia.com)

---

To: Kelvin Shaw, City Administrator  
Through: Chris Davies, Public Works Director *CD*  
From: Elizabeth Nations, Executive Administrative Assistant  
Date: January 26, 2024  
Subject: Annexation Agreement for Water Service

Please find attached an annexation agreement between the City of Sedalia and Michael L. Fisher and Katie E. Fisher for the property now addressed as 3100 S. New York Ave. Michael L. Fisher and Katie E. Fisher are requesting connection to the City's water distribution system and have agreed to pay the "out of City limits" rates until such time as the property is annexed into the City.

The agreement is written to allow the City to disconnect the water line should Michael L. Fisher and Katie E. Fisher not complete the annexation process. Michael L. Fisher and Katie E. Fisher have already signed and have notarized the agreement.

## ANNEXATION AND UTILITY SERVICES AGREEMENT

This Agreement (hereinafter "Agreement") entered into this 26<sup>th</sup> day of January, 2024, between the City of Sedalia, Missouri, (hereinafter "City") and Michael L. Fisher and Katie E. Fisher (hereinafter "Owners").

### RECITALS:

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

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

2. Whereas, Owners desire to connect Owners' property to the City's water system for purposes of developing Owner's property; and
3. Whereas, City desires to permit Owners to connect to the City's water system for purposes of developing Owner's property; and
4. Whereas, City desires the right to annex Owners' property if Owners' property becomes contiguous to City's corporate city limits; and

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

1. Owners, in exchange for the City's agreement to allow Owners to connect their property to the City's water system, the Owners, on behalf of themselves, their successors, heirs and assigns, hereby conveys unto the City the irrevocable and perpetual right to file on their behalf a Petition of Annexation at any time after annexation becomes possible.
2. City shall allow Owners to connect a water line serving Owners' property to the City's water system, and Owners shall make connection at their expense. Prior to approving the physical connection, Owners shall obtain all necessary easements, if needed, from any other landowners and provide recorded copies to the City, obtain permits for the connection and pay all fees required to connect to the City's water system. City shall provide and install water meter and box for connection of Owners' water service line. Owners shall be responsible for connecting the Owners' water service line from the house to the meter. Owners shall become a utility customer of the City and shall pay all fees and charges established by the City for water service.
3. The Owners shall ensure the water service line serving Owners' property is constructed in compliance with City regulations and standards. Construction of the water service line shall be

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SEDALIA, MISSOURI

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

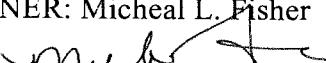
Andrew Dawson, Mayor

ATTEST:

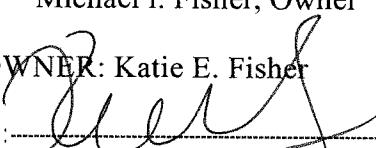
---

Jason Myers, City Clerk

OWNER: Micheal L. Fisher

By :   
Michael L. Fisher, Owner

OWNER: Katie E. Fisher

By :   
Katie E. Fisher, Owner

On the 26 day of January, 2024 before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City of Sedalia, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of the City and that this instrument was signed and sealed on behalf of the City by authority of its City Council and the Mayor acknowledged this instrument to be the free act and deed of the City.

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

By:

Andrew Dawson, Mayor

#### ACKNOWLEDGMENT BY OWNER, CORPORATION OR ASSOCIATION

STATE OF MISSOURI )  
 ) ss  
COUNTY OF PETTIS )

On the day 26 of January, 2024, before me appeared Michael L. Fisher and Katie E. Fisher, to me personally known, who, being by me duly sworn, did say that he is the Owner of 3100 Sarah newyork, and that said instrument was signed by him and acknowledged the said instrument to be a free act and deed of Michael + Katie Fisher.

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

Elisa Lorraine Manning

## Notary Public

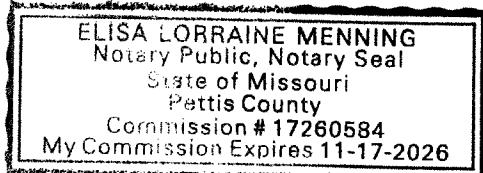


Exhibit A

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



DocID:8166219

Tx 4145053

2023-5120  
RECORDED ON  
11/16/2023 02:35 PM  
PAGES: 2

BARBARA CLEVINGER  
RECORDER OF DEEDS  
PETTIS COUNTY, MO

### WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that Michael L Fisher and Katie E. Fisher, husband and wife, of Pettis County, Missouri (hereinafter referred as "Grantor"), have on this 16<sup>th</sup> day of November, 2023, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, to Grantor in hand paid by Michael L. Fisher and Katie E. Fisher, (hereinafter referred as "Grantee"),

(Grantee's Address: 3100 S. New York, Sedalia, MO 65301)

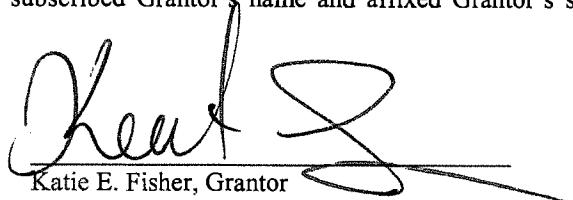
GRANTOR GRANTED, BARGAINED AND SOLD and by these presents does GRANT, BARGAIN AND SELL unto the said GRANTEE as joint tenants with right of survivorship the following described tracts or parcels of land situated in the County of Pettis and the State of Missouri:

SEE ATTACHED EXHIBIT A  
"SUBJECT TO EASEMENTS APPARENT OR OF RECORD AND RESTRICTIONS, IF ANY."

TO HAVE AND TO HOLD the premises hereby conveyed with all rights, privileges and appurtenances thereto belonging, or in any wise appertaining unto the said Grantee, Grantee's heirs, successors and assigns forever. Grantor covenants to and with Grantee, Grantee's heirs, successors and assigns, for Grantor, Grantor's heirs, executors and administrators to warrant and defend the title to the premises hereby conveyed against the claim of every person whatsoever.

IN WITNESS WHEREOF, Grantor has hereunto subscribed Grantor's name and affixed Grantor's seal below.

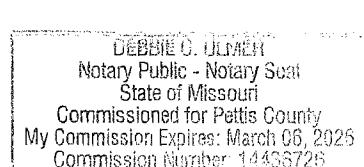
  
Michael L Fisher, Grantor

  
Katie E. Fisher, Grantor

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF PETTIS )

On this 16<sup>th</sup> day of November, 2023, before me personally appeared Michael L. Fisher and Katie E. Fisher, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

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



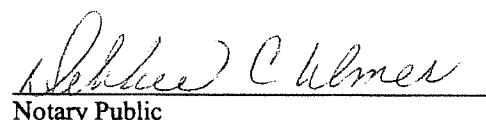
  
Notary Public

EXHIBIT A  
LEGAL DESCRIPTIONS

**LOT 1 (commonly described as 3100 S. New York Ave, Sedalia, MO 65301):**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP FORTY-FIVE NORTH, RANGE TWENTY-ONE WEST IN PETTIS COUNTY, MISSOURI, BEING LOT 1 OF ANIMAL ACRES – PLAT 2 RECORDED AS DOCUMENT #2022-4462 WITH THE PETTIS COUNTY RECORDER OF DEEDS IN SEDALIA, MO.

**LOT 2 (commonly described as 3110 S. New York Ave, Sedalia, MO 65301):**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP FORTY-FIVE NORTH, RANGE TWENTY-ONE WEST IN PETTIS COUNTY, MISSOURI, BEING LOT 2 OF ANIMAL ACRES – PLAT 2 RECORDED AS DOCUMENT #2022-4462 WITH THE PETTIS COUNTY RECORDER OF DEEDS IN SEDALIA, MO.

**LOT 3 (commonly described as 3120 S. New York Ave, Sedalia, MO 65301):**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP FORTY-FIVE NORTH, RANGE TWENTY-ONE WEST IN PETTIS COUNTY, MISSOURI, BEING LOT 3 OF ANIMAL ACRES – PLAT 2 RECORDED AS DOCUMENT #2022-4462 WITH THE PETTIS COUNTY RECORDER OF DEEDS IN SEDALIA, MO.

**LOT 4 (commonly described as 3130 S. New York Ave, Sedalia, MO 65301):**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP FORTY-FIVE NORTH, RANGE TWENTY-ONE WEST IN PETTIS COUNTY, MISSOURI, BEING LOT 4 OF ANIMAL ACRES – PLAT 2 RECORDED AS DOCUMENT #2022-4462 WITH THE PETTIS COUNTY RECORDER OF DEEDS IN SEDALIA, MO.

**LOT 5 (commonly described as 3140 S. New York Ave, Sedalia, MO 65301):**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP FORTY-FIVE NORTH, RANGE TWENTY-ONE WEST IN PETTIS COUNTY, MISSOURI, BEING LOT 5 OF ANIMAL ACRES – PLAT 2 RECORDED AS DOCUMENT #2022-4462 WITH THE PETTIS COUNTY RECORDER OF DEEDS IN SEDALIA, MO.

**LOT 6 (commonly described as 3150 S. New York Ave, Sedalia, MO 65301):**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP FORTY-FIVE NORTH, RANGE TWENTY-ONE WEST IN PETTIS COUNTY, MISSOURI, BEING LOT 6 OF ANIMAL ACRES – PLAT 2 RECORDED AS DOCUMENT #2022-4462 WITH THE PETTIS COUNTY RECORDER OF DEEDS IN SEDALIA, MO.

**LOT 7 (commonly described as 3160 S. New York Ave, Sedalia, MO 65301):**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP FORTY-FIVE NORTH, RANGE TWENTY-ONE WEST IN PETTIS COUNTY, MISSOURI, BEING LOT 7 OF ANIMAL ACRES – PLAT 2 RECORDED AS DOCUMENT #2022-4462 WITH THE PETTIS COUNTY RECORDER OF DEEDS IN SEDALIA, MO.

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**Exhibit B**



Pettis County, MO



Overview

Parcel ID	155015000001001	Alternate ID	n/a	Owner Address	FISHER, MICHAEL L & KATIE E
Sec/Twp/Rng	15/45/21	Class	Residential		3100 S NEW YORK AVE
Property Address	3100 S NEW YORK AVE SEDALIA	Acreage	1.4		SEDALIA, MO 65301-0000

District R004

Brief Tax Description LOT 1 ANIMAL ACRES PLAT 2 15 45 21

(Note: Not to be used on legal documents)

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

Date created: 12/15/2023

Last Data Uploaded: 12/15/2023 4:22:43 AM

Developed by Schneider GEOSPATIAL

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

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

**AN ORDINANCE AUTHORIZING AN ANNEXATION AND UTILITY SERVICES AGREEMENT FOR CONNECTION OF PROPERTY LOCATED AT 3110 SOUTH NEW YORK AVENUE TO THE CITY OF SEDALIA'S WATER DISTRIBUTION SYSTEM.**

**WHEREAS**, The City of Sedalia, Missouri, has received an annexation and utility services agreement from Michael L. Fisher and Katie E. Fisher; and

**WHEREAS**, under the agreement, the City of Sedalia, Missouri agrees to allow Michael L. Fisher and Katie E. Fisher to connect property at 3110 South New York Avenue that is located outside of the city limits of Sedalia to the City of Sedalia's water distribution system as more fully described in the proposed agreement attached and incorporated by reference as though the proposed agreement were set forth herein.

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

**Section 1.** The Council of the City of Sedalia, Missouri, hereby approves and accepts the agreement by and between the City of Sedalia, Missouri and Michael L. Fisher and Katie E. Fisher in substantively the same form and content as the agreement has been proposed.

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

**Section 3.** The City Clerk is hereby directed to file in his office a duplicate or copy of the document after it has been executed by the parties or their duly authorized representatives and after said agreement has been recorded with the Pettis County Recorder of Deed's office.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 5th day of February 2024.

---

Presiding Officer of the Council

Approved by the Mayor of said City this 5th day of February 2024.

---

Andrew L. Dawson, Mayor

ATTEST:

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Jason S. Myers  
City Clerk



*City of Sedalia*  
200 S. Osage  
Sedalia, MO 65301  
(660) 827-3000 [www.sedalia.com](http://www.sedalia.com)

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To: Kelvin Shaw, City Administrator  
Through: Chris Davies, Public Works Director *CD*  
From: Elizabeth Nations, Executive Administrative Assistant  
Date: January 26, 2024  
Subject: Annexation Agreement for Water Service

Please find attached an annexation agreement between the City of Sedalia and Michael L. Fisher and Katie E. Fisher for the property now addressed as 3110 S. New York Ave. Michael L. Fisher and Katie E. Fisher are requesting connection to the City's water distribution system and have agreed to pay the "out of City limits" rates until such time as the property is annexed into the City.

The agreement is written to allow the City to disconnect the water line should Michael L. Fisher and Katie E. Fisher not complete the annexation process. Michael L. Fisher and Katie E. Fisher have already signed and have notarized the agreement.

## ANNEXATION AND UTILITY SERVICES AGREEMENT

This Agreement (hereinafter "Agreement") entered into this 26 day of January, 2024, between the City of Sedalia, Missouri, (hereinafter "City") and Michael L. Fisher and Katie E. Fisher (hereinafter "Owners").

### RECITALS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SEDALIA, MISSOURI

By : .....

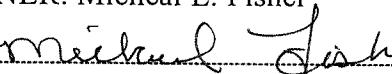
Andrew Dawson, Mayor

ATTEST:

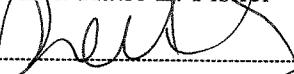
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Jason Myers, City Clerk

OWNER: Micheal L. Fisher

By:   
Michael L. Fisher, Owner

OWNER: Katie E. Fisher

By:   
Katie E. Fisher, Owner

On the 26 day of January, 2024 before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City of Sedalia, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of the City and that this instrument was signed and sealed on behalf of the City by authority of its City Council and the Mayor acknowledged this instrument to be the free act and deed of the City.

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

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

#### ACKNOWLEDGMENT BY OWNER, CORPORATION OR ASSOCIATION

STATE OF MISSOURI )  
 ) ss  
COUNTY OF PETTIS )

On the day 26 of January, 2024, before me appeared Michael L. Fisher and Katie E. Fisher, to me personally known, who, being by me duly sworn, did say that he is the Owner of 3110 South New York Ave, and that said instrument was signed by him and acknowledged the said instrument to be a free act and deed of Katie + Michael Fisher

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

Eliza Corinne Messing

## Notary Public



Exhibit A

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

2023-5120  
RECORDED ON  
11/16/2023 02:35 PM  
PAGES: 2

BARBARA CLEVENGER  
RECORDER OF DEEDS  
PETTIS COUNTY, MO

### WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that Michael L Fisher and Katie E. Fisher, husband and wife, of Pettis County, Missouri (hereinafter referred as "Grantor"), have on this 16<sup>th</sup> day of November, 2023, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, to Grantor in hand paid by Michael L. Fisher and Katie E. Fisher, (hereinafter referred as "Grantee"),

(Grantee's Address: 3100 S. New York, Sedalia, MO 65301)

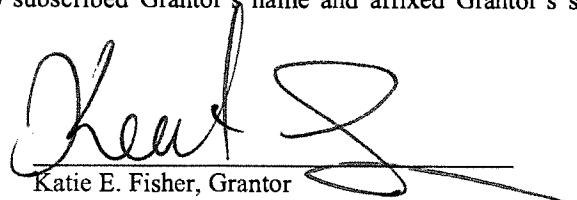
GRANTOR GRANTED, BARGAINED AND SOLD and by these presents does GRANT, BARGAIN AND SELL unto the said GRANTEE as joint tenants with right of survivorship the following described tracts or parcels of land situated in the County of Pettis and the State of Missouri:

SEE ATTACHED EXHIBIT A  
"SUBJECT TO EASEMENTS APPARENT OR OF RECORD AND RESTRICTIONS, IF ANY."

TO HAVE AND TO HOLD the premises hereby conveyed with all rights, privileges and appurtenances thereto belonging, or in any wise appertaining unto the said Grantee, Grantee's heirs, successors and assigns forever. Grantor covenants to and with Grantee, Grantee's heirs, successors and assigns, for Grantor, Grantor's heirs, executors and administrators to warrant and defend the title to the premises hereby conveyed against the claim of every person whatsoever.

IN WITNESS WHEREOF, Grantor has hereunto subscribed Grantor's name and affixed Grantor's seal below.

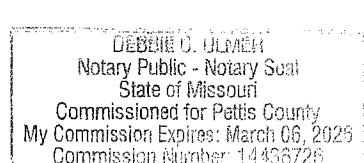
  
Michael L Fisher, Grantor

  
Katie E. Fisher, Grantor

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF PETTIS )

On this 16<sup>th</sup> day of November, 2023, before me personally appeared Michael L. Fisher and Katie E. Fisher, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

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



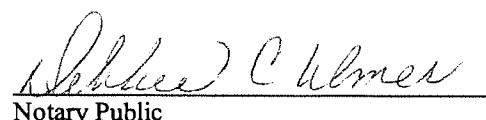
  
Debbie C. Oliver  
Notary Public

EXHIBIT A  
LEGAL DESCRIPTIONS

**LOT 1 (commonly described as 3100 S. New York Ave, Sedalia, MO 65301):**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP FORTY-FIVE NORTH, RANGE TWENTY-ONE WEST IN PETTIS COUNTY, MISSOURI, BEING LOT 1 OF ANIMAL ACRES – PLAT 2 RECORDED AS DOCUMENT #2022-4462 WITH THE PETTIS COUNTY RECORDER OF DEEDS IN SEDALIA, MO.

**LOT 2 (commonly described as 3110 S. New York Ave, Sedalia, MO 65301):**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP FORTY-FIVE NORTH, RANGE TWENTY-ONE WEST IN PETTIS COUNTY, MISSOURI, BEING LOT 2 OF ANIMAL ACRES – PLAT 2 RECORDED AS DOCUMENT #2022-4462 WITH THE PETTIS COUNTY RECORDER OF DEEDS IN SEDALIA, MO.

**LOT 3 (commonly described as 3120 S. New York Ave, Sedalia, MO 65301):**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP FORTY-FIVE NORTH, RANGE TWENTY-ONE WEST IN PETTIS COUNTY, MISSOURI, BEING LOT 3 OF ANIMAL ACRES – PLAT 2 RECORDED AS DOCUMENT #2022-4462 WITH THE PETTIS COUNTY RECORDER OF DEEDS IN SEDALIA, MO.

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A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP FORTY-FIVE NORTH, RANGE TWENTY-ONE WEST IN PETTIS COUNTY, MISSOURI, BEING LOT 4 OF ANIMAL ACRES – PLAT 2 RECORDED AS DOCUMENT #2022-4462 WITH THE PETTIS COUNTY RECORDER OF DEEDS IN SEDALIA, MO.

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**LOT 6 (commonly described as 3150 S. New York Ave, Sedalia, MO 65301):**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP FORTY-FIVE NORTH, RANGE TWENTY-ONE WEST IN PETTIS COUNTY, MISSOURI, BEING LOT 6 OF ANIMAL ACRES – PLAT 2 RECORDED AS DOCUMENT #2022-4462 WITH THE PETTIS COUNTY RECORDER OF DEEDS IN SEDALIA, MO.

**LOT 7 (commonly described as 3160 S. New York Ave, Sedalia, MO 65301):**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP FORTY-FIVE NORTH, RANGE TWENTY-ONE WEST IN PETTIS COUNTY, MISSOURI, BEING LOT 7 OF ANIMAL ACRES – PLAT 2 RECORDED AS DOCUMENT #2022-4462 WITH THE PETTIS COUNTY RECORDER OF DEEDS IN SEDALIA, MO.

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**Exhibit B**


**Overview**

Parcel ID	155015000001002	Alternate ID	n/a	Owner Address	FISHER, MICHAEL L & KATIE E 3100 S NEW YORK AVE SEDALIA, MO 65301-0000
Sec/Twp/Rng	15/45/21	Class	Residential		
Property Address	3110 S NEW YORK AVE SEDALIA	Acreage	1.4		
District	R004				
Brief Tax Description	LOT 2 ANIMAL ACRES PLAT 2 15-45-21 (Note: Not to be used on legal documents)				

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

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Developed by  Schneider  
GEOSPATIAL

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

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

**AN ORDINANCE AUTHORIZING AN ANNEXATION AND UTILITY SERVICES AGREEMENT FOR CONNECTION OF PROPERTY LOCATED AT 3120 SOUTH NEW YORK AVENUE TO THE CITY OF SEDALIA'S WATER DISTRIBUTION SYSTEM.**

**WHEREAS**, The City of Sedalia, Missouri, has received an annexation and utility services agreement from Michael L. Fisher and Katie E. Fisher; and

**WHEREAS**, under the agreement, the City of Sedalia, Missouri agrees to allow Michael L. Fisher and Katie E. Fisher to connect property at 3120 South New York Avenue that is located outside of the city limits of Sedalia to the City of Sedalia's water distribution system as more fully described in the proposed agreement attached and incorporated by reference as though the proposed agreement were set forth herein.

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

**Section 1.** The Council of the City of Sedalia, Missouri, hereby approves and accepts the agreement by and between the City of Sedalia, Missouri and Michael L. Fisher and Katie E. Fisher in substantively the same form and content as the agreement has been proposed.

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

**Section 3.** The City Clerk is hereby directed to file in his office a duplicate or copy of the document after it has been executed by the parties or their duly authorized representatives and after said agreement has been recorded with the Pettis County Recorder of Deed's office.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 5th day of February 2024.

---

Presiding Officer of the Council

Approved by the Mayor of said City this 5th day of February 2024.

---

Andrew L. Dawson, Mayor

ATTEST:

---

Jason S. Myers  
City Clerk



***City of Sedalia***  
200 S. Osage  
Sedalia, MO 65301  
(660) 827-3000 [www.sedalia.com](http://www.sedalia.com)

---

To: Kelvin Shaw, City Administrator  
Through: Chris Davies, Public Works Director *CLD*  
From: Elizabeth Nations, Executive Administrative Assistant  
Date: January 26, 2024  
Subject: Annexation Agreement for Water Service

Please find attached an annexation agreement between the City of Sedalia and Michael L. Fisher and Katie E. Fisher for the property now addressed as 3120 S. New York Ave. Michael L. Fisher and Katie E. Fisher are requesting connection to the City's water distribution system and have agreed to pay the "out of City limits" rates until such time as the property is annexed into the City.

The agreement is written to allow the City to disconnect the water line should Michael L. Fisher and Katie E. Fisher not complete the annexation process. Michael L. Fisher and Katie E. Fisher have already signed and have notarized the agreement.

## ANNEXATION AND UTILITY SERVICES AGREEMENT

This Agreement (hereinafter "Agreement") entered into this 26 day of January, 2024, between the City of Sedalia, Missouri, (hereinafter "City") and Michael L. Fisher and Katie E. Fisher (hereinafter "Owners").

### RECITALS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SEDALIA, MISSOURI

By : .....

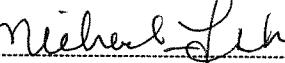
Andrew Dawson, Mayor

ATTEST:

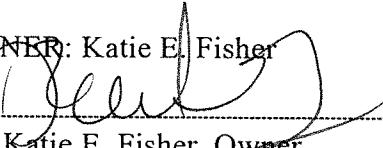
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Jason Myers, City Clerk

OWNER: Micheal L Fisher

By:   
Michael L. Fisher, Owner

OWNER: Katie E Fisher

By:   
Katie E. Fisher, Owner

On the 26 day of January, 2024 before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City of Sedalia, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of the City and that this instrument was signed and sealed on behalf of the City by authority of its City Council and the Mayor acknowledged this instrument to be the free act and deed of the City.

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

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

#### ACKNOWLEDGMENT BY OWNER, CORPORATION OR ASSOCIATION

STATE OF MISSOURI )  
 ) ss  
COUNTY OF PETTIS )

On the day 26 of January, 2024, before me appeared Michael L. Fisher and Katie E. Fisher, to me personally known, who, being by me duly sworn, did say that he is the Owner of 3120 Seven new york, and that said instrument was signed by him and acknowledged the said instrument to be a free act and deed of Katie + Michael FISHER

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

Elsie Lorraine Messing

## Notary Public

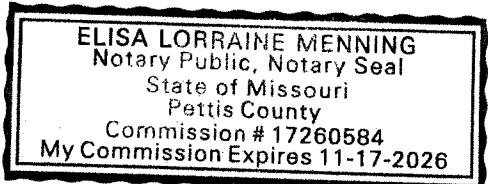


Exhibit A

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

2023-5120  
RECORDED ON  
11/16/2023 02:35 PM  
PAGES: 2

BARBARA CLEVENGER  
RECORDER OF DEEDS  
PETTIS COUNTY, MO

### WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that Michael L Fisher and Katie E. Fisher, husband and wife, of Pettis County, Missouri (hereinafter referred as "Grantor"), have on this 16<sup>th</sup> day of November, 2023, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, to Grantor in hand paid by Michael L. Fisher and Katie E. Fisher, (hereinafter referred as "Grantee"),

(Grantee's Address: 3100 S. New York, Sedalia, MO 65301)

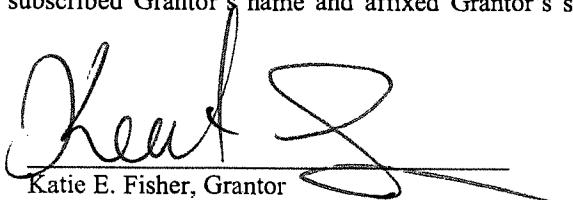
GRANTOR GRANTED, BARGAINED AND SOLD and by these presents does GRANT, BARGAIN AND SELL unto the said GRANTEE as joint tenants with right of survivorship the following described tracts or parcels of land situated in the County of Pettis and the State of Missouri:

SEE ATTACHED EXHIBIT A  
"SUBJECT TO EASEMENTS APPARENT OR OF RECORD AND RESTRICTIONS, IF ANY."

TO HAVE AND TO HOLD the premises hereby conveyed with all rights, privileges and appurtenances thereto belonging, or in any wise appertaining unto the said Grantee, Grantee's heirs, successors and assigns forever. Grantor covenants to and with Grantee, Grantee's heirs, successors and assigns, for Grantor, Grantor's heirs, executors and administrators to warrant and defend the title to the premises hereby conveyed against the claim of every person whatsoever.

IN WITNESS WHEREOF, Grantor has hereunto subscribed Grantor's name and affixed Grantor's seal below.

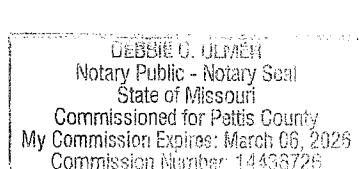
  
Michael L Fisher, Grantor

  
Katie E. Fisher, Grantor

STATE OF MISSOURI )  
 )  
COUNTY OF PETTIS ) ss.  
 )

On this 16<sup>th</sup> day of November, 2023, before me personally appeared Michael L. Fisher and Katie E. Fisher, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

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



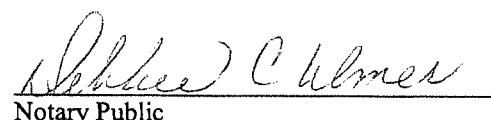
  
Debbie C. Ulmer  
Notary Public

EXHIBIT A  
LEGAL DESCRIPTIONS

**LOT 1 (commonly described as 3100 S. New York Ave, Sedalia, MO 65301):**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP FORTY-FIVE NORTH, RANGE TWENTY-ONE WEST IN PETTIS COUNTY, MISSOURI, BEING LOT 1 OF ANIMAL ACRES – PLAT 2 RECORDED AS DOCUMENT #2022-4462 WITH THE PETTIS COUNTY RECORDER OF DEEDS IN SEDALIA, MO.

**LOT 2 (commonly described as 3110 S. New York Ave, Sedalia, MO 65301):**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP FORTY-FIVE NORTH, RANGE TWENTY-ONE WEST IN PETTIS COUNTY, MISSOURI, BEING LOT 2 OF ANIMAL ACRES – PLAT 2 RECORDED AS DOCUMENT #2022-4462 WITH THE PETTIS COUNTY RECORDER OF DEEDS IN SEDALIA, MO.

**LOT 3 (commonly described as 3120 S. New York Ave, Sedalia, MO 65301):**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP FORTY-FIVE NORTH, RANGE TWENTY-ONE WEST IN PETTIS COUNTY, MISSOURI, BEING LOT 3 OF ANIMAL ACRES – PLAT 2 RECORDED AS DOCUMENT #2022-4462 WITH THE PETTIS COUNTY RECORDER OF DEEDS IN SEDALIA, MO.

**LOT 4 (commonly described as 3130 S. New York Ave, Sedalia, MO 65301):**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP FORTY-FIVE NORTH, RANGE TWENTY-ONE WEST IN PETTIS COUNTY, MISSOURI, BEING LOT 4 OF ANIMAL ACRES – PLAT 2 RECORDED AS DOCUMENT #2022-4462 WITH THE PETTIS COUNTY RECORDER OF DEEDS IN SEDALIA, MO.

**LOT 5 (commonly described as 3140 S. New York Ave, Sedalia, MO 65301):**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP FORTY-FIVE NORTH, RANGE TWENTY-ONE WEST IN PETTIS COUNTY, MISSOURI, BEING LOT 5 OF ANIMAL ACRES – PLAT 2 RECORDED AS DOCUMENT #2022-4462 WITH THE PETTIS COUNTY RECORDER OF DEEDS IN SEDALIA, MO.

**LOT 6 (commonly described as 3150 S. New York Ave, Sedalia, MO 65301):**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP FORTY-FIVE NORTH, RANGE TWENTY-ONE WEST IN PETTIS COUNTY, MISSOURI, BEING LOT 6 OF ANIMAL ACRES – PLAT 2 RECORDED AS DOCUMENT #2022-4462 WITH THE PETTIS COUNTY RECORDER OF DEEDS IN SEDALIA, MO.

**LOT 7 (commonly described as 3160 S. New York Ave, Sedalia, MO 65301):**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP FORTY-FIVE NORTH, RANGE TWENTY-ONE WEST IN PETTIS COUNTY, MISSOURI, BEING LOT 7 OF ANIMAL ACRES – PLAT 2 RECORDED AS DOCUMENT #2022-4462 WITH THE PETTIS COUNTY RECORDER OF DEEDS IN SEDALIA, MO.

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**Exhibit B**



Pettis County, MO



Overview

Legend

- Political Townships
- Corporate Limits
- Parcels
- Roads

Parcel ID	155015000001000	Alternate ID	n/a	Owner Address	FISHER, MICHAEL L & KATIE E
Sec/Twp/Rng	15/45/21	Class	Residential		3100 S NEW YORK AVE
Property Address	3120 S NEW YORK AVE SEDLIA	Acreage	1.4		SEDLIA, MO 65301-0000
District	R004				
Brief Tax Description	LOT 3 ANIMAL ACRES PLAT 2 15 45 21 (Note: Not to be used on legal documents)				

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

Date created: 12/15/2023  
Last Data Uploaded: 12/15/2023 4:22:43 AM

Developed by Schneider  
GEOSPATIAL

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

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

**AN ORDINANCE AUTHORIZING AN ANNEXATION AND UTILITY SERVICES AGREEMENT FOR CONNECTION OF PROPERTY LOCATED AT 3130 SOUTH NEW YORK AVENUE TO THE CITY OF SEDALIA'S WATER DISTRIBUTION SYSTEM.**

**WHEREAS**, The City of Sedalia, Missouri, has received an annexation and utility services agreement from Michael L. Fisher and Katie E. Fisher; and

**WHEREAS**, under the agreement, the City of Sedalia, Missouri agrees to allow Michael L. Fisher and Katie E. Fisher to connect property at 3130 South New York Avenue that is located outside of the city limits of Sedalia to the City of Sedalia's water distribution system as more fully described in the proposed agreement attached and incorporated by reference as though the proposed agreement were set forth herein.

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

**Section 1.** The Council of the City of Sedalia, Missouri, hereby approves and accepts the agreement by and between the City of Sedalia, Missouri and Michael L. Fisher and Katie E. Fisher in substantively the same form and content as the agreement has been proposed.

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

**Section 3.** The City Clerk is hereby directed to file in his office a duplicate or copy of the document after it has been executed by the parties or their duly authorized representatives and after said agreement has been recorded with the Pettis County Recorder of Deed's office.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 5th day of February 2024.

---

Presiding Officer of the Council

Approved by the Mayor of said City this 5th day of February 2024.

---

Andrew L. Dawson, Mayor

ATTEST:

---

Jason S. Myers  
City Clerk



**City of Sedalia**  
200 S. Osage  
Sedalia, MO 65301  
(660) 827-3000 [www.sedalia.com](http://www.sedalia.com)

---

To: Kelvin Shaw, City Administrator  
Through: Chris Davies, Public Works Director *CD*  
From: Elizabeth Nations, Executive Administrative Assistant  
Date: January 26, 2024  
Subject: Annexation Agreement for Water Service

Please find attached an annexation agreement between the City of Sedalia and Michael L. Fisher and Katie E. Fisher for the property now addressed as 3130 S. New York Ave. Michael L. Fisher and Katie E. Fisher are requesting connection to the City's water distribution system and have agreed to pay the "out of City limits" rates until such time as the property is annexed into the City.

The agreement is written to allow the City to disconnect the water line should Michael L. Fisher and Katie E. Fisher not complete the annexation process. Michael L. Fisher and Katie E. Fisher have already signed and have notarized the agreement.

## ANNEXATION AND UTILITY SERVICES AGREEMENT

This Agreement (hereinafter "Agreement") entered into this Q6 day of January, 2024, between the City of Sedalia, Missouri, (hereinafter "City") and Michael L. Fisher and Katie E. Fisher (hereinafter "Owners").

### RECITALS:

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

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

2. Whereas, Owners desire to connect Owners' property to the City's water system for purposes of developing Owner's property; and
3. Whereas, City desires to permit Owners to connect to the City's water system for purposes of developing Owner's property; and
4. Whereas, City desires the right to annex Owners' property if Owners' property becomes contiguous to City's corporate city limits; and

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

1. Owners, in exchange for the City's agreement to allow Owners to connect their property to the City's water system, the Owners, on behalf of themselves, their successors, heirs and assigns, hereby conveys unto the City the irrevocable and perpetual right to file on their behalf a Petition of Annexation at any time after annexation becomes possible.
2. City shall allow Owners to connect a water line serving Owners' property to the City's water system, and Owners shall make connection at their expense. Prior to approving the physical connection, Owners shall obtain all necessary easements, if needed, from any other landowners and provide recorded copies to the City, obtain permits for the connection and pay all fees required to connect to the City's water system. City shall provide and install water meter and box for connection of Owners' water service line. Owners shall be responsible for connecting the Owners' water service line from the house to the meter. Owners shall become a utility customer of the City and shall pay all fees and charges established by the City for water service.
3. The Owners shall ensure the water service line serving Owners' property is constructed in compliance with City regulations and standards. Construction of the water service line shall be

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

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

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

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

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

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

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

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

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

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

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

CITY OF SEDALIA, MISSOURI

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

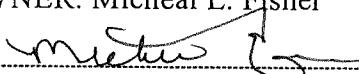
Andrew Dawson, Mayor

ATTEST:

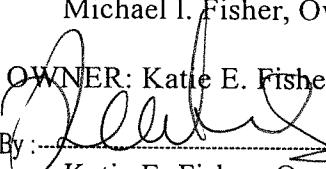
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Jason Myers, City Clerk

OWNER: Micheal L. Fisher

By:   
Michael L. Fisher, Owner

OWNER: Katie E. Fisher

By:   
Katie E. Fisher, Owner

On the 26 day of January, 2024 before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City of Sedalia, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of the City and that this instrument was signed and sealed on behalf of the City by authority of its City Council and the Mayor acknowledged this instrument to be the free act and deed of the City.

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

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

ACKNOWLEDGMENT BY OWNER, CORPORATION OR ASSOCIATION

STATE OF MISSOURI        )  
                                  ) ss  
COUNTY OF PETTIS        )

On the day 26 of January, 2024, before me appeared Michael L. Fisher and Katie E. Fisher, to me personally known, who, being by me duly sworn, did say that he is the Owner of 3130 South New York Ave, and that said instrument was signed by him and acknowledged the said instrument to be a free act and deed of Katie + michael Fisher.

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

*Elisa Lorraine Menning*

Notary Public

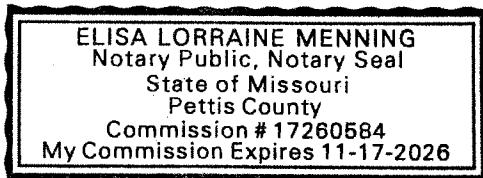


Exhibit A

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

2023-6120  
RECORDED ON  
11/16/2023 02:35 PM  
PAGES: 2

BARBARA CLEVENGER  
RECORDER OF DEEDS  
PETTIS COUNTY, MO

### WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that Michael L Fisher and Katie E. Fisher, husband and wife, of Pettis County, Missouri (hereinafter referred as "Grantor"), have on this 16<sup>th</sup> day of November, 2023, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, to Grantor in hand paid by Michael L. Fisher and Katie E. Fisher, (hereinafter referred as "Grantee"),

(Grantee's Address: 3100 S. New York, Sedalia, MO 65301)

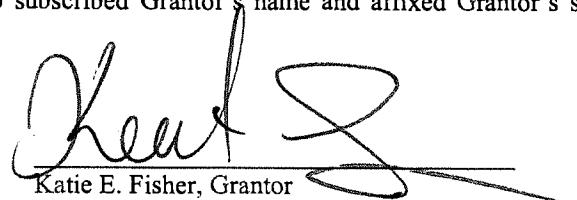
GRANTOR GRANTED, BARGAINED AND SOLD and by these presents does GRANT, BARGAIN AND SELL unto the said GRANTEE as joint tenants with right of survivorship the following described tracts or parcels of land situated in the County of Pettis and the State of Missouri:

SEE ATTACHED EXHIBIT A  
"SUBJECT TO EASEMENTS APPARENT OR OF RECORD AND RESTRICTIONS, IF ANY."

TO HAVE AND TO HOLD the premises hereby conveyed with all rights, privileges and appurtenances thereto belonging, or in any wise appertaining unto the said Grantee, Grantee's heirs, successors and assigns forever. Grantor covenants to and with Grantee, Grantee's heirs, successors and assigns, for Grantor, Grantor's heirs, executors and administrators to warrant and defend the title to the premises hereby conveyed against the claim of every person whatsoever.

IN WITNESS WHEREOF, Grantor has hereunto subscribed Grantor's name and affixed Grantor's seal below.

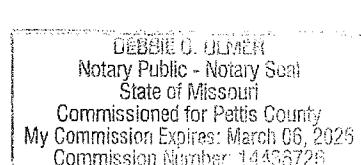
\_\_\_\_\_  
Michael L Fisher, Grantor

  
Katie E. Fisher, Grantor

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF PETTIS )

On this 16<sup>th</sup> day of November, 2023, before me personally appeared Michael L. Fisher and Katie E. Fisher, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

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



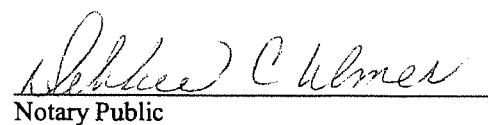
  
Debbie C. Oliver  
Notary Public

EXHIBIT A  
LEGAL DESCRIPTIONS

**LOT 1 (commonly described as 3100 S. New York Ave, Sedalia, MO 65301):**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP FORTY-FIVE NORTH, RANGE TWENTY-ONE WEST IN PETTIS COUNTY, MISSOURI, BEING LOT 1 OF ANIMAL ACRES – PLAT 2 RECORDED AS DOCUMENT #2022-4462 WITH THE PETTIS COUNTY RECORDER OF DEEDS IN SEDALIA, MO.

**LOT 2 (commonly described as 3110 S. New York Ave, Sedalia, MO 65301):**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP FORTY-FIVE NORTH, RANGE TWENTY-ONE WEST IN PETTIS COUNTY, MISSOURI, BEING LOT 2 OF ANIMAL ACRES – PLAT 2 RECORDED AS DOCUMENT #2022-4462 WITH THE PETTIS COUNTY RECORDER OF DEEDS IN SEDALIA, MO.

**LOT 3 (commonly described as 3120 S. New York Ave, Sedalia, MO 65301):**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP FORTY-FIVE NORTH, RANGE TWENTY-ONE WEST IN PETTIS COUNTY, MISSOURI, BEING LOT 3 OF ANIMAL ACRES – PLAT 2 RECORDED AS DOCUMENT #2022-4462 WITH THE PETTIS COUNTY RECORDER OF DEEDS IN SEDALIA, MO.

**LOT 4 (commonly described as 3130 S. New York Ave, Sedalia, MO 65301):**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP FORTY-FIVE NORTH, RANGE TWENTY-ONE WEST IN PETTIS COUNTY, MISSOURI, BEING LOT 4 OF ANIMAL ACRES – PLAT 2 RECORDED AS DOCUMENT #2022-4462 WITH THE PETTIS COUNTY RECORDER OF DEEDS IN SEDALIA, MO.

**LOT 5 (commonly described as 3140 S. New York Ave, Sedalia, MO 65301):**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP FORTY-FIVE NORTH, RANGE TWENTY-ONE WEST IN PETTIS COUNTY, MISSOURI, BEING LOT 5 OF ANIMAL ACRES – PLAT 2 RECORDED AS DOCUMENT #2022-4462 WITH THE PETTIS COUNTY RECORDER OF DEEDS IN SEDALIA, MO.

**LOT 6 (commonly described as 3150 S. New York Ave, Sedalia, MO 65301):**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP FORTY-FIVE NORTH, RANGE TWENTY-ONE WEST IN PETTIS COUNTY, MISSOURI, BEING LOT 6 OF ANIMAL ACRES – PLAT 2 RECORDED AS DOCUMENT #2022-4462 WITH THE PETTIS COUNTY RECORDER OF DEEDS IN SEDALIA, MO.

**LOT 7 (commonly described as 3160 S. New York Ave, Sedalia, MO 65301):**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP FORTY-FIVE NORTH, RANGE TWENTY-ONE WEST IN PETTIS COUNTY, MISSOURI, BEING LOT 7 OF ANIMAL ACRES – PLAT 2 RECORDED AS DOCUMENT #2022-4462 WITH THE PETTIS COUNTY RECORDER OF DEEDS IN SEDALIA, MO.

---

**Exhibit B**



Pettis County, MO



Overview

Legend

- Political Townships
- Corporate Limits
- Parcels
- Roads

Parcel ID	155015000001003	Alternate ID	n/a	Owner Address	FISHER, MICHAEL L & KATIE E
Sec/Twp/Rng	15/45/21	Class	Residential		3100 S NEW YORK AVE
Property Address	3130 S NEW YORK AVE SEDALIA	Acreage	1.4		SEDALIA, MO 65301-0000
District	R004				
Brief Tax Description	LOT 4 ANIMAL ACRES PLAT 2 15-45-21 (Note: Not to be used on legal documents)				

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

Date created: 12/15/2023  
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Developed by  Schneider  
GEOSPATIAL

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

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

**AN ORDINANCE AUTHORIZING AN ANNEXATION AND UTILITY SERVICES AGREEMENT FOR CONNECTION OF PROPERTY LOCATED AT 3140 SOUTH NEW YORK AVENUE TO THE CITY OF SEDALIA'S WATER DISTRIBUTION SYSTEM.**

**WHEREAS**, The City of Sedalia, Missouri, has received an annexation and utility services agreement from Michael L. Fisher and Katie E. Fisher; and

**WHEREAS**, under the agreement, the City of Sedalia, Missouri agrees to allow Michael L. Fisher and Katie E. Fisher to connect property at 3140 South New York Avenue that is located outside of the city limits of Sedalia to the City of Sedalia's water distribution system as more fully described in the proposed agreement attached and incorporated by reference as though the proposed agreement were set forth herein.

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

**Section 1.** The Council of the City of Sedalia, Missouri, hereby approves and accepts the agreement by and between the City of Sedalia, Missouri and Michael L. Fisher and Katie E. Fisher in substantively the same form and content as the agreement has been proposed.

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

**Section 3.** The City Clerk is hereby directed to file in his office a duplicate or copy of the document after it has been executed by the parties or their duly authorized representatives and after said agreement has been recorded with the Pettis County Recorder of Deed's office.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 5th day of February 2024.

---

Presiding Officer of the Council

Approved by the Mayor of said City this 5th day of February 2024.

---

Andrew L. Dawson, Mayor

ATTEST:

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Jason S. Myers  
City Clerk



***City of Sedalia***  
200 S. Osage  
Sedalia, MO 65301  
(660) 827-3000 [www.sedalia.com](http://www.sedalia.com)

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To: Kelvin Shaw, City Administrator  
Through: Chris Davies, Public Works Director *CRD*  
From: Elizabeth Nations, Executive Administrative Assistant  
Date: January 26, 2024  
Subject: Annexation Agreement for Water Service

Please find attached an annexation agreement between the City of Sedalia and Michael L. Fisher and Katie E. Fisher for the property now addressed as 3140 S. New York Ave. Michael L. Fisher and Katie E. Fisher are requesting connection to the City's water distribution system and have agreed to pay the "out of City limits" rates until such time as the property is annexed into the City.

The agreement is written to allow the City to disconnect the water line should Michael L. Fisher and Katie E. Fisher not complete the annexation process. Michael L. Fisher and Katie E. Fisher have already signed and have notarized the agreement.

## ANNEXATION AND UTILITY SERVICES AGREEMENT

This Agreement (hereinafter "Agreement") entered into this 26 day of January, 2024, between the City of Sedalia, Missouri, (hereinafter "City") and Michael L. Fisher and Katie E. Fisher (hereinafter "Owners").

### RECITALS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SEDALIA, MISSOURI

By : .....

Andrew Dawson, Mayor

ATTEST:

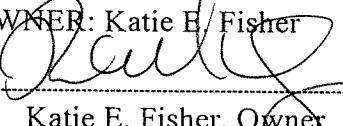
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Jason Myers, City Clerk

OWNER: Micheal L. Fisher

By :   
Michael L. Fisher, Owner

OWNER: Katie E. Fisher

By :   
Katie E. Fisher, Owner

On the 26 day of January, 2024 before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City of Sedalia, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of the City and that this instrument was signed and sealed on behalf of the City by authority of its City Council and the Mayor acknowledged this instrument to be the free act and deed of the City.

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

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

#### ACKNOWLEDGMENT BY OWNER, CORPORATION OR ASSOCIATION

STATE OF MISSOURI )  
 ) ss  
COUNTY OF PETTIS )

On the day 26 of January, 2024, before me appeared Michael L. Fisher and Katie E. Fisher, to me personally known, who, being by me duly sworn, did say that he is the Owner of 340 S New York, and that said instrument was signed by him and acknowledged the said instrument to be a free act and deed of Katie + Michael Fisher.

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

Edna Lorraine Manning

## Notary Public

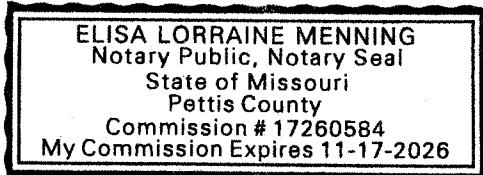


Exhibit A

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

2023-5120  
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11/16/2023 02:35 PM  
PAGES: 2

BARBARA CLEVENGER  
RECORDER OF DEEDS  
PETTIS COUNTY, MO

### WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that Michael L Fisher and Katie E. Fisher, husband and wife, of Pettis County, Missouri (hereinafter referred as "Grantor"), have on this 16<sup>th</sup> day of November, 2023, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, to Grantor in hand paid by Michael L. Fisher and Katie E. Fisher, (hereinafter referred as "Grantee"),

(Grantee's Address: 3100 S. New York, Sedalia, MO 65301)

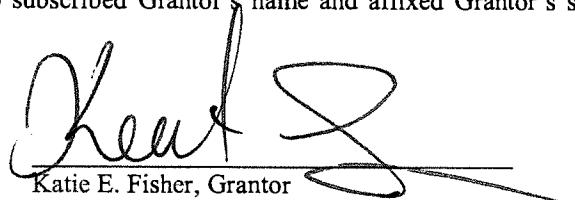
GRANTOR GRANTED, BARGAINED AND SOLD and by these presents does GRANT, BARGAIN AND SELL unto the said GRANTEE as joint tenants with right of survivorship the following described tracts or parcels of land situated in the County of Pettis and the State of Missouri:

SEE ATTACHED EXHIBIT A  
"SUBJECT TO EASEMENTS APPARENT OR OF RECORD AND RESTRICTIONS, IF ANY."

TO HAVE AND TO HOLD the premises hereby conveyed with all rights, privileges and appurtenances thereto belonging, or in any wise appertaining unto the said Grantee, Grantee's heirs, successors and assigns forever. Grantor covenants to and with Grantee, Grantee's heirs, successors and assigns, for Grantor, Grantor's heirs, executors and administrators to warrant and defend the title to the premises hereby conveyed against the claim of every person whatsoever.

IN WITNESS WHEREOF, Grantor has hereunto subscribed Grantor's name and affixed Grantor's seal below.

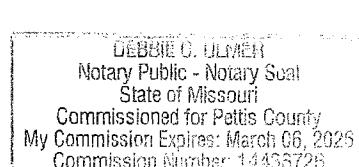
  
Michael L Fisher, Grantor

  
Katie E. Fisher, Grantor

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF PETTIS )

On this 16<sup>th</sup> day of November, 2023, before me personally appeared Michael L. Fisher and Katie E. Fisher, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

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



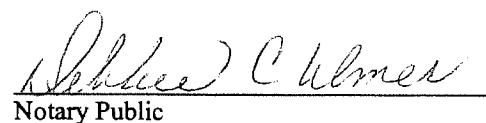
  
Notary Public

EXHIBIT A  
LEGAL DESCRIPTIONS

**LOT 1 (commonly described as 3100 S. New York Ave, Sedalia, MO 65301):**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP FORTY-FIVE NORTH, RANGE TWENTY-ONE WEST IN PETTIS COUNTY, MISSOURI, BEING LOT 1 OF ANIMAL ACRES – PLAT 2 RECORDED AS DOCUMENT #2022-4462 WITH THE PETTIS COUNTY RECORDER OF DEEDS IN SEDALIA, MO.

**LOT 2 (commonly described as 3110 S. New York Ave, Sedalia, MO 65301):**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP FORTY-FIVE NORTH, RANGE TWENTY-ONE WEST IN PETTIS COUNTY, MISSOURI, BEING LOT 2 OF ANIMAL ACRES – PLAT 2 RECORDED AS DOCUMENT #2022-4462 WITH THE PETTIS COUNTY RECORDER OF DEEDS IN SEDALIA, MO.

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A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP FORTY-FIVE NORTH, RANGE TWENTY-ONE WEST IN PETTIS COUNTY, MISSOURI, BEING LOT 3 OF ANIMAL ACRES – PLAT 2 RECORDED AS DOCUMENT #2022-4462 WITH THE PETTIS COUNTY RECORDER OF DEEDS IN SEDALIA, MO.

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A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP FORTY-FIVE NORTH, RANGE TWENTY-ONE WEST IN PETTIS COUNTY, MISSOURI, BEING LOT 5 OF ANIMAL ACRES – PLAT 2 RECORDED AS DOCUMENT #2022-4462 WITH THE PETTIS COUNTY RECORDER OF DEEDS IN SEDALIA, MO.

**LOT 6 (commonly described as 3150 S. New York Ave, Sedalia, MO 65301):**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP FORTY-FIVE NORTH, RANGE TWENTY-ONE WEST IN PETTIS COUNTY, MISSOURI, BEING LOT 6 OF ANIMAL ACRES – PLAT 2 RECORDED AS DOCUMENT #2022-4462 WITH THE PETTIS COUNTY RECORDER OF DEEDS IN SEDALIA, MO.

**LOT 7 (commonly described as 3160 S. New York Ave, Sedalia, MO 65301):**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP FORTY-FIVE NORTH, RANGE TWENTY-ONE WEST IN PETTIS COUNTY, MISSOURI, BEING LOT 7 OF ANIMAL ACRES – PLAT 2 RECORDED AS DOCUMENT #2022-4462 WITH THE PETTIS COUNTY RECORDER OF DEEDS IN SEDALIA, MO.

---

Exhibit B


**Overview**
**Legend**

- Political Townships
- Corporate Limits
- Parcels
- Roads

Parcel ID	155015000001004	Alternate ID	n/a	Owner Address	FISHER, MICHAEL L & KATIE E
Sec/Twp/Rng	15/45/21	Class	Residential	3100 S NEW YORK	
Property Address	3140 S NEW YORK AVE SEDALIA	Acreage	1.4	SEDALIA, MO 65301-0000	

District R004

Brief Tax Description LOT 5 ANIMAL ACRES PLAT 2 15-45-21

(Note: Not to be used on legal documents)

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

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Developed by  Schneider  
GEOSPATIAL

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

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

**AN ORDINANCE AUTHORIZING AN ANNEXATION AND UTILITY SERVICES AGREEMENT FOR CONNECTION OF PROPERTY LOCATED AT 3150 SOUTH NEW YORK AVENUE TO THE CITY OF SEDALIA'S WATER DISTRIBUTION SYSTEM.**

**WHEREAS**, The City of Sedalia, Missouri, has received an annexation and utility services agreement from Michael L. Fisher and Katie E. Fisher; and

**WHEREAS**, under the agreement, the City of Sedalia, Missouri agrees to allow Michael L. Fisher and Katie E. Fisher to connect property at 3150 South New York Avenue that is located outside of the city limits of Sedalia to the City of Sedalia's water distribution system as more fully described in the proposed agreement attached and incorporated by reference as though the proposed agreement were set forth herein.

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

**Section 1.** The Council of the City of Sedalia, Missouri, hereby approves and accepts the agreement by and between the City of Sedalia, Missouri and Michael L. Fisher and Katie E. Fisher in substantively the same form and content as the agreement has been proposed.

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

**Section 3.** The City Clerk is hereby directed to file in his office a duplicate or copy of the document after it has been executed by the parties or their duly authorized representatives and after said agreement has been recorded with the Pettis County Recorder of Deed's office.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 5th day of February 2024.

---

Presiding Officer of the Council

Approved by the Mayor of said City this 5th day of February 2024.

---

Andrew L. Dawson, Mayor

ATTEST:

---

Jason S. Myers  
City Clerk



*City of Sedalia*  
200 S. Osage  
Sedalia, MO 65301  
(660) 827-3000 [www.sedalia.com](http://www.sedalia.com)

---

To: Kelvin Shaw, City Administrator  
Through: Chris Davies, Public Works Director *CD*  
From: Elizabeth Nations, Executive Administrative Assistant  
Date: January 26, 2024  
Subject: Annexation Agreement for Water Service

Please find attached an annexation agreement between the City of Sedalia and Michael L. Fisher and Katie E. Fisher for the property now addressed as 3150 S. New York Ave. Michael L. Fisher and Katie E. Fisher are requesting connection to the City's water distribution system and have agreed to pay the "out of City limits" rates until such time as the property is annexed into the City.

The agreement is written to allow the City to disconnect the water line should Michael L. Fisher and Katie E. Fisher not complete the annexation process. Michael L. Fisher and Katie E. Fisher have already signed and have notarized the agreement.

## ANNEXATION AND UTILITY SERVICES AGREEMENT

January This Agreement (hereinafter "Agreement") entered into this 26 day of January, 2024, between the City of Sedalia, Missouri, (hereinafter "City") and Michael L. Fisher and Katie E. Fisher (hereinafter "Owners").

### RECITALS:

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

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

2. Whereas, Owners desire to connect Owners' property to the City's water system for purposes of developing Owner's property; and
3. Whereas, City desires to permit Owners to connect to the City's water system for purposes of developing Owner's property; and
4. Whereas, City desires the right to annex Owners' property if Owners' property becomes contiguous to City's corporate city limits; and

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

1. Owners, in exchange for the City's agreement to allow Owners to connect their property to the City's water system, the Owners, on behalf of themselves, their successors, heirs and assigns, hereby conveys unto the City the irrevocable and perpetual right to file on their behalf a Petition of Annexation at any time after annexation becomes possible.
2. City shall allow Owners to connect a water line serving Owners' property to the City's water system, and Owners shall make connection at their expense. Prior to approving the physical connection, Owners shall obtain all necessary easements, if needed, from any other landowners and provide recorded copies to the City, obtain permits for the connection and pay all fees required to connect to the City's water system. City shall provide and install water meter and box for connection of Owners' water service line. Owners shall be responsible for connecting the Owners' water service line from the house to the meter. Owners shall become a utility customer of the City and shall pay all fees and charges established by the City for water service.
3. The Owners shall ensure the water service line serving Owners' property is constructed in compliance with City regulations and standards. Construction of the water service line shall be

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SEDALIA, MISSOURI

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

Andrew Dawson, Mayor

ATTEST:

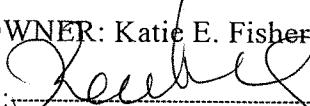
---

Jason Myers, City Clerk

OWNER: Micheal L. Fisher

By:   
Michael L. Fisher, Owner

OWNER: Katie E. Fisher

By:   
Katie E. Fisher, Owner

On the 26 day of January, 2024 before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City of Sedalia, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of the City and that this instrument was signed and sealed on behalf of the City by authority of its City Council and the Mayor acknowledged this instrument to be the free act and deed of the City.

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

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

#### ACKNOWLEDGMENT BY OWNER, CORPORATION OR ASSOCIATION

STATE OF MISSOURI )  
 ) ss  
COUNTY OF PETTIS )

On the day 26 of January, 2024, before me appeared Michael L. Fisher and Katie E. Fisher, to me personally known, who, being by me duly sworn, did say that he is the Owner of 3150 Sutton New York and that said instrument was signed by him and acknowledged the said instrument to be a free act and deed of Katie + Michael Fisher

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

Eliza Lorraine Menney

## Notary Public

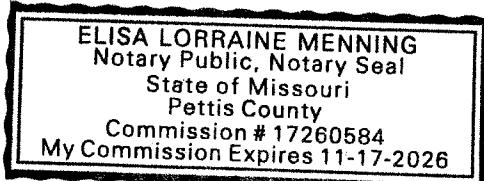


Exhibit A

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

2023-5120  
RECORDED ON  
11/16/2023 02:35 PM  
PAGES: 2

BARBARA CLEVINGER  
RECORDER OF DEEDS  
PETTIS COUNTY, MO

### WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that Michael L Fisher and Katie E. Fisher, husband and wife, of Pettis County, Missouri (hereinafter referred as "Grantor"), have on this 16<sup>th</sup> day of November, 2023, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, to Grantor in hand paid by Michael L. Fisher and Katie E. Fisher, (hereinafter referred as "Grantee"),

(Grantee's Address: 3100 S. New York, Sedalia, MO 65301)

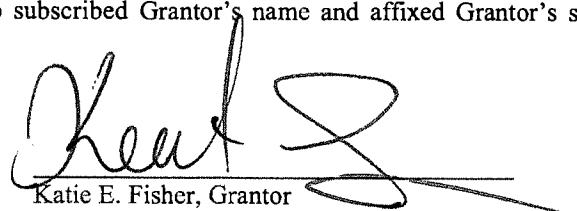
GRANTOR GRANTED, BARGAINED AND SOLD and by these presents does GRANT, BARGAIN AND SELL unto the said GRANTEE as joint tenants with right of survivorship the following described tracts or parcels of land situated in the County of Pettis and the State of Missouri:

SEE ATTACHED EXHIBIT A  
"SUBJECT TO EASEMENTS APPARENT OR OF RECORD AND RESTRICTIONS, IF ANY."

TO HAVE AND TO HOLD the premises hereby conveyed with all rights, privileges and appurtenances thereto belonging, or in any wise appertaining unto the said Grantee, Grantee's heirs, successors and assigns forever. Grantor covenants to and with Grantee, Grantee's heirs, successors and assigns, for Grantor, Grantor's heirs, executors and administrators to warrant and defend the title to the premises hereby conveyed against the claim of every person whatsoever.

IN WITNESS WHEREOF, Grantor has hereunto subscribed Grantor's name and affixed Grantor's seal below.

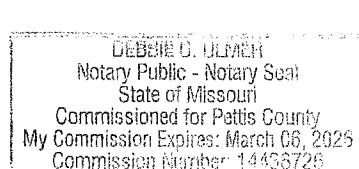
  
Michael L Fisher, Grantor

  
Katie E. Fisher, Grantor

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF PETTIS )

On this 16<sup>th</sup> day of November, 2023, before me personally appeared Michael L. Fisher and Katie E. Fisher, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

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



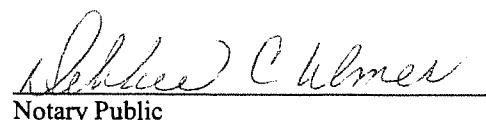
  
Notary Public

EXHIBIT A  
LEGAL DESCRIPTIONS

**LOT 1 (commonly described as 3100 S. New York Ave, Sedalia, MO 65301):**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP FORTY-FIVE NORTH, RANGE TWENTY-ONE WEST IN PETTIS COUNTY, MISSOURI, BEING LOT 1 OF ANIMAL ACRES – PLAT 2 RECORDED AS DOCUMENT #2022-4462 WITH THE PETTIS COUNTY RECORDER OF DEEDS IN SEDALIA, MO.

**LOT 2 (commonly described as 3110 S. New York Ave, Sedalia, MO 65301):**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP FORTY-FIVE NORTH, RANGE TWENTY-ONE WEST IN PETTIS COUNTY, MISSOURI, BEING LOT 2 OF ANIMAL ACRES – PLAT 2 RECORDED AS DOCUMENT #2022-4462 WITH THE PETTIS COUNTY RECORDER OF DEEDS IN SEDALIA, MO.

**LOT 3 (commonly described as 3120 S. New York Ave, Sedalia, MO 65301):**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP FORTY-FIVE NORTH, RANGE TWENTY-ONE WEST IN PETTIS COUNTY, MISSOURI, BEING LOT 3 OF ANIMAL ACRES – PLAT 2 RECORDED AS DOCUMENT #2022-4462 WITH THE PETTIS COUNTY RECORDER OF DEEDS IN SEDALIA, MO.

**LOT 4 (commonly described as 3130 S. New York Ave, Sedalia, MO 65301):**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP FORTY-FIVE NORTH, RANGE TWENTY-ONE WEST IN PETTIS COUNTY, MISSOURI, BEING LOT 4 OF ANIMAL ACRES – PLAT 2 RECORDED AS DOCUMENT #2022-4462 WITH THE PETTIS COUNTY RECORDER OF DEEDS IN SEDALIA, MO.

**LOT 5 (commonly described as 3140 S. New York Ave, Sedalia, MO 65301):**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP FORTY-FIVE NORTH, RANGE TWENTY-ONE WEST IN PETTIS COUNTY, MISSOURI, BEING LOT 5 OF ANIMAL ACRES – PLAT 2 RECORDED AS DOCUMENT #2022-4462 WITH THE PETTIS COUNTY RECORDER OF DEEDS IN SEDALIA, MO.

**LOT 6 (commonly described as 3150 S. New York Ave, Sedalia, MO 65301):**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP FORTY-FIVE NORTH, RANGE TWENTY-ONE WEST IN PETTIS COUNTY, MISSOURI, BEING LOT 6 OF ANIMAL ACRES – PLAT 2 RECORDED AS DOCUMENT #2022-4462 WITH THE PETTIS COUNTY RECORDER OF DEEDS IN SEDALIA, MO.

**LOT 7 (commonly described as 3160 S. New York Ave, Sedalia, MO 65301):**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP FORTY-FIVE NORTH, RANGE TWENTY-ONE WEST IN PETTIS COUNTY, MISSOURI, BEING LOT 7 OF ANIMAL ACRES – PLAT 2 RECORDED AS DOCUMENT #2022-4462 WITH THE PETTIS COUNTY RECORDER OF DEEDS IN SEDALIA, MO.

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**Exhibit B**


**Overview**
**Legend**

- Political Townships
- Corporate Limits
- Parcels
- Roads

Parcel ID	155015000001005	Alternate ID	n/a	Owner Address	FISHER, MICHAEL L & KATIE E
Sec/Twp/Rng	15/45/21	Class	Residential		3100 S NEW YORK
Property Address	3150 S NEW YORK AVE	Acreage	1.4		SEDALIA, MO 65301-0000
SEDALIA					
District	R004				
Brief Tax Description	LOT 6 ANIMAL ACRES PLAT 2 15-45-21				
	(Note: Not to be used on legal documents)				

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

Date created: 12/15/2023  
 Last Data Uploaded: 12/15/2023 4:22:43 AM

Developed by  Schneider  
GEOSPATIAL

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

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

**AN ORDINANCE AUTHORIZING AN ANNEXATION AND UTILITY SERVICES AGREEMENT FOR CONNECTION OF PROPERTY LOCATED AT 3160 SOUTH NEW YORK AVENUE TO THE CITY OF SEDALIA'S WATER DISTRIBUTION SYSTEM.**

**WHEREAS**, The City of Sedalia, Missouri, has received an annexation and utility services agreement from Michael L. Fisher and Katie E. Fisher; and

**WHEREAS**, under the agreement, the City of Sedalia, Missouri agrees to allow Michael L. Fisher and Katie E. Fisher to connect property at 3160 South New York Avenue that is located outside of the city limits of Sedalia to the City of Sedalia's water distribution system as more fully described in the proposed agreement attached and incorporated by reference as though the proposed agreement were set forth herein.

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

**Section 1.** The Council of the City of Sedalia, Missouri, hereby approves and accepts the agreement by and between the City of Sedalia, Missouri and Michael L. Fisher and Katie E. Fisher in substantively the same form and content as the agreement has been proposed.

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

**Section 3.** The City Clerk is hereby directed to file in his office a duplicate or copy of the document after it has been executed by the parties or their duly authorized representatives and after said agreement has been recorded with the Pettis County Recorder of Deed's office.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 5th day of February 2024.

---

Presiding Officer of the Council

Approved by the Mayor of said City this 5th day of February 2024.

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Andrew L. Dawson, Mayor

ATTEST:

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Jason S. Myers  
City Clerk



## *City of Sedalia*

200 S. Osage  
Sedalia, MO 65301  
(660) 827-3000 [www.sedalia.com](http://www.sedalia.com)

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To: Kelvin Shaw, City Administrator  
Through: Chris Davies, Public Works Director *✓*  
From: Elizabeth Nations, Executive Administrative Assistant  
Date: January 26, 2024  
Subject: Annexation Agreement for Water Service

Please find attached an annexation agreement between the City of Sedalia and Michael L. Fisher and Katie E. Fisher for the property now addressed as 3160 S. New York Ave. Michael L. Fisher and Katie E. Fisher are requesting connection to the City's water distribution system and have agreed to pay the "out of City limits" rates until such time as the property is annexed into the City.

The agreement is written to allow the City to disconnect the water line should Michael L. Fisher and Katie E. Fisher not complete the annexation process. Michael L. Fisher and Katie E. Fisher have already signed and have notarized the agreement.

## ANNEXATION AND UTILITY SERVICES AGREEMENT

This Agreement (hereinafter "Agreement") entered into this 26 day of January, 2024, between the City of Sedalia, Missouri, (hereinafter "City") and Michael L. Fisher and Katie E. Fisher (hereinafter "Owners").

### RECITALS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SEDALIA, MISSOURI

By :-----

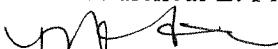
Andrew Dawson, Mayor

ATTEST:

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Jason Myers, City Clerk

OWNER: Micheal L. Fisher

By:   
Michael L. Fisher, Owner

OWNER: Katie E. Fisher

By:   
Katie E. Fisher, Owner

On the 26 day of January, 2024 before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City of Sedalia, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of the City and that this instrument was signed and sealed on behalf of the City by authority of its City Council and the Mayor acknowledged this instrument to be the free act and deed of the City.

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

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

#### ACKNOWLEDGMENT BY OWNER, CORPORATION OR ASSOCIATION

STATE OF MISSOURI )  
 ) ss  
COUNTY OF PETTIS )

On the day 26 of January, 2024, before me appeared Michael L. Fisher and Katie E. Fisher, to me personally known, who, being by me duly sworn, did say that he is the Owner of 3160 Savon New York, and that said instrument was signed by him and acknowledged the said instrument to be a free act and deed of Katie + Michael Fisher.

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

Eliza Lorraine Mening

## Notary Public

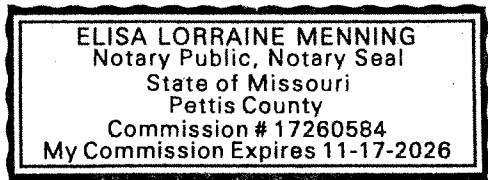


Exhibit A

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

2023-5120  
RECORDED ON  
11/16/2023 02:35 PM  
PAGES: 2

BARBARA CLEVINGER  
RECORDER OF DEEDS  
PETTIS COUNTY, MO

### WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that Michael L Fisher and Katie E. Fisher, husband and wife, of Pettis County, Missouri (hereinafter referred as "Grantor"), have on this 16<sup>th</sup> day of November, 2023, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, to Grantor in hand paid by Michael L. Fisher and Katie E. Fisher, (hereinafter referred as "Grantee"),

(Grantee's Address: 3100 S. New York, Sedalia, MO 65301)

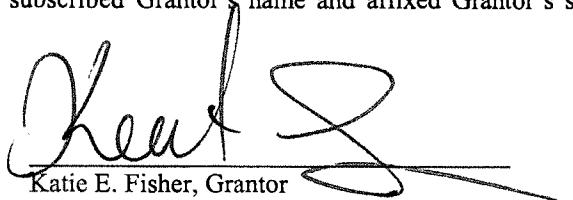
GRANTOR GRANTED, BARGAINED AND SOLD and by these presents does GRANT, BARGAIN AND SELL unto the said GRANTEE as joint tenants with right of survivorship the following described tracts or parcels of land situated in the County of Pettis and the State of Missouri:

SEE ATTACHED EXHIBIT A  
"SUBJECT TO EASEMENTS APPARENT OR OF RECORD AND RESTRICTIONS, IF ANY."

TO HAVE AND TO HOLD the premises hereby conveyed with all rights, privileges and appurtenances thereto belonging, or in any wise appertaining unto the said Grantee, Grantee's heirs, successors and assigns forever. Grantor covenants to and with Grantee, Grantee's heirs, successors and assigns, for Grantor, Grantor's heirs, executors and administrators to warrant and defend the title to the premises hereby conveyed against the claim of every person whatsoever.

IN WITNESS WHEREOF, Grantor has hereunto subscribed Grantor's name and affixed Grantor's seal below.

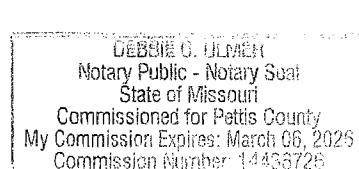
  
Michael L Fisher, Grantor

  
Katie E. Fisher, Grantor

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF PETTIS )

On this 16<sup>th</sup> day of November, 2023, before me personally appeared Michael L. Fisher and Katie E. Fisher, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

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



  
Notary Public

EXHIBIT A  
LEGAL DESCRIPTIONS

**LOT 1 (commonly described as 3100 S. New York Ave, Sedalia, MO 65301):**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP FORTY-FIVE NORTH, RANGE TWENTY-ONE WEST IN PETTIS COUNTY, MISSOURI, BEING LOT 1 OF ANIMAL ACRES – PLAT 2 RECORDED AS DOCUMENT #2022-4462 WITH THE PETTIS COUNTY RECORDER OF DEEDS IN SEDALIA, MO.

**LOT 2 (commonly described as 3110 S. New York Ave, Sedalia, MO 65301):**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP FORTY-FIVE NORTH, RANGE TWENTY-ONE WEST IN PETTIS COUNTY, MISSOURI, BEING LOT 2 OF ANIMAL ACRES – PLAT 2 RECORDED AS DOCUMENT #2022-4462 WITH THE PETTIS COUNTY RECORDER OF DEEDS IN SEDALIA, MO.

**LOT 3 (commonly described as 3120 S. New York Ave, Sedalia, MO 65301):**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP FORTY-FIVE NORTH, RANGE TWENTY-ONE WEST IN PETTIS COUNTY, MISSOURI, BEING LOT 3 OF ANIMAL ACRES – PLAT 2 RECORDED AS DOCUMENT #2022-4462 WITH THE PETTIS COUNTY RECORDER OF DEEDS IN SEDALIA, MO.

**LOT 4 (commonly described as 3130 S. New York Ave, Sedalia, MO 65301):**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP FORTY-FIVE NORTH, RANGE TWENTY-ONE WEST IN PETTIS COUNTY, MISSOURI, BEING LOT 4 OF ANIMAL ACRES – PLAT 2 RECORDED AS DOCUMENT #2022-4462 WITH THE PETTIS COUNTY RECORDER OF DEEDS IN SEDALIA, MO.

**LOT 5 (commonly described as 3140 S. New York Ave, Sedalia, MO 65301):**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP FORTY-FIVE NORTH, RANGE TWENTY-ONE WEST IN PETTIS COUNTY, MISSOURI, BEING LOT 5 OF ANIMAL ACRES – PLAT 2 RECORDED AS DOCUMENT #2022-4462 WITH THE PETTIS COUNTY RECORDER OF DEEDS IN SEDALIA, MO.

**LOT 6 (commonly described as 3150 S. New York Ave, Sedalia, MO 65301):**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP FORTY-FIVE NORTH, RANGE TWENTY-ONE WEST IN PETTIS COUNTY, MISSOURI, BEING LOT 6 OF ANIMAL ACRES – PLAT 2 RECORDED AS DOCUMENT #2022-4462 WITH THE PETTIS COUNTY RECORDER OF DEEDS IN SEDALIA, MO.

**LOT 7 (commonly described as 3160 S. New York Ave, Sedalia, MO 65301):**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP FORTY-FIVE NORTH, RANGE TWENTY-ONE WEST IN PETTIS COUNTY, MISSOURI, BEING LOT 7 OF ANIMAL ACRES – PLAT 2 RECORDED AS DOCUMENT #2022-4462 WITH THE PETTIS COUNTY RECORDER OF DEEDS IN SEDALIA, MO.

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**Exhibit B**



**Parcel ID** 155015000001006      **Alternate ID** n/a  
**Sec/Twp/Rng** 15/45/21      **Class** Residential  
**Property Address** 3160 S NEW YORK AVE      **Acreage** 1.4  
 SEDALIA

**District** R004

**Brief Tax Description** LOT 7 ANIMAL ACRES PLAT 2 15-45-21  
 (Note: Not to be used on legal documents)

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

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Developed by  **Schneider  
GEOSPATIAL**

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

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

**AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FOR UPGRADE OF THE SUPERVISORY CONTROL AND DATA ACQUISITION SYSTEM FOR THE CENTRAL AND SOUTHEAST WASTERWATER TREATMENT PLANTS.**

**WHEREAS**, the City of Sedalia, Missouri has received a quote from Micro-Comm, Inc for upgrade of the Supervisory Control and Data Acquisition systems at the City of Sedalia's Central and Southeast Wastewater Treatment plants; and

**WHEREAS**, under the quote, the City of Sedalia, Missouri shall pay Micro-Comm, Inc. the total sum of Two Hundred Eighty-nine Thousand Nine Hundred Forty-two dollars (\$289,942.00) as more fully described in the quote attached to this ordinance and incorporated by reference herein.

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

**Section 1.** The Council of the City of Sedalia, Missouri hereby approves and accepts the quote by and between the City of Sedalia, Missouri and Micro-Comm, Inc. as it has been proposed.

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 5<sup>th</sup> day of February 2024.

---

Presiding Officer of the Council

Approved by the Mayor of said City this 5<sup>th</sup> day of February 2024.

---

Andrew L. Dawson, Mayor

ATTEST:

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Jason S. Myers, City Clerk

# MEMO

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**TO:** Kelvin L. Shaw, City Administrator  
Matthew Wirt, Assistant City Administrator

**FROM:** Christopher R. Davies, P.E., Public Works Engineer *CRD*

**DATE:** January 26, 2024

**SUBJECT: SCADA UPGRADES FOR CENTRAL AND SE WWTP'S**

---

Background:

SCADA (Supervisory Control and Data Acquisition) is an integral part of the Wastewater system (and Water system) for the City of Sedalia. It is a system of software and hardware elements that allows us to: 1) control processes locally or at remote locations, 2) monitor, gather, and process real-time data, 3) directly interact with devices such as sensors, valves, pumps, motors, through human-machine interface software, 4) record events into a log file. Without these systems the City would need to have staff at all of the wastewater and water facilities 24/7 365 days a year to prevent incidents from happening. With them in place we are able to monitor the systems 24/7 365 and are able to react to alarms to prevent further issues from becoming "much larger issues".

The current system at the WWTP's are old and very cumbersome and expensive to own and maintain. In addition, they are a proprietary system and we have two different system, one type in the wastewater system and one in the water system.

Approximately 3 years ago, the City went out to bid for a new SCADA system for the water system. As part of the specifications, the City included the ability of the selected firm to be the supply for future improvements including the wastewater system. The City selected Micro-Comm as the preferred provider. The staff has been very pleased with the work Micro-Comm has done in the water system and their support and response time.

Discussion:

Initially this project (SCADA upgrade to the Central and SE plants) was going to be part of the proposed budget for FY 2025; however due to an "intrusion" (please see memo from IT Services attached), and long lead times it is necessary to move this project forward now.

In discussing timing of the project with Micro-Comm, it is anticipated that if the City Council approves this project; the anticipated completion would be December 2024. It should be noted that Micro-Comm is also providing the new SCADA for the Aeration Improvements at the Central WWTP.

The benefits of starting this project now are: 1) the City will be closer to have one SCADA system throughout its water and wastewater system, 2) have a head start on the project, 3) know the type of system the City will require for the Central Plant upgrade.

Recommendation:

City Staff recommends City Council approve the Proposal from Micro-Comm, Inc. to replace the existing SCADA systems at the Central and SE Wastewater Treatment Plants and 28<sup>th</sup> & New York Lift Stations as outlined in the proposal dated January 25, 2024 for: \$289,942.00.

Date: **January 25, 2024**  
Project: **Sedalia, Missouri Central WWTP & SE WWTP**  
SCADA Upgrades  
Attention: **Chris Davies, Matt Wirt and Ben Maness**



**PURPOSE:**

This proposal is to upgrade the SCADA equipment at the Central WWTP and the Southeast WWTP. The Central WWTP SCADA upgrade will consist of replacing the Main Control Panel PLC with a new subpanel containing a Micro-Comm PLC, adding a Secondary/RAS/WAS Micro-Comm PLC/RTU, Peak Flow Pump Station Micro-Comm PLC/RTU, Plant Drain Pumps Micro-Comm PLC/RTU and replace the SCADA computer and SCADA software. The upgraded SCADA system will monitor all existing signals within the plant and will provide interface to the upcoming Blower upgrade project. The new RTU's will communicate with the Main Control Panel wirelessly or via existing fiber. The replacement SCADA software (SCADAview CSX) will be installed on a new Computer (included) and will be programmed to display all status and alarm conditions within the plant. SCADAview CSX will include SCADAweb for remote monitoring on smartphones (or remote computers) and SCADAdial to provide alarm notification thru calls or texts. SCADAview CSX does not require a subscription or licensing and is the same software used at the Sedalia WTP. The Southeast WWTP SCADA upgrade will include replacing the existing Main Control Panel PLC processor (including re-programming) and replace the SCADA computer and SCADA software with the same software as the Central WWTP, including SCADAweb and SCADAdial. The SE WWTP SCADA system will be programmed to display all existing status and alarm conditions within the plant. The SE WWTP Upgrade will include adding reliable communications with the 28th & New York Lift Station and the SW Lift Station & EQ Basin for remote control.

**TERMS:**

1. Does NOT include applicable taxes or bonding costs. Micro-Comm carries standard contractor insurance. Proposal will be good for 60
2. This control system provides PILOT DUTY signals to control panels and devices by others. Primary devices, i.e. motor starters, circuit breakers, control valves, and flow meters are not included unless specifically listed in this quotation.
3. Terms are 80% upon delivery of Equipment, and 20% upon successful Start-up.
4. Radio frequency coordination and FCC licensing on behalf of the City is included if needed.
5. Subpanel installation and wiring to be completed by Micro-Comm field personnel.
6. New panel installation and wiring will be sub-contracted to a local installer (Empire Electric).
7. This proposal does NOT include any NEW service installation, excavating, or mechanical work.
8. The proposed control panel upgrades interface with existing controls, pumps, and valves. In the event these devices are not working properly or have failed, replacements are not included in this proposal.
9. The WARRANTY will include a 3 YEAR Parts and Labor Warranty on all equipment provided in this proposal.

Estimated By:

**Tracy L. Ewbank**

Field Application Engineer

**Micro-Comm, Inc.**

Phone: 913-390-4500

Cell: 913-669-3400

## **Material and Labor Specification:**

### **(1) Central WWTP Main Control Panel Modification**

Existing AB SLC 505 PLC

Existing Enclosure: Hoffman 2-door Enclosure to be re-used, subpanel to be replaced

Antenna: to be mounted on existing structure

#### **RTU panel to include:**

Qty	Description
1	Hoffman Subpanel Replacement
1	Panel Shop UL 508A assembly
1	Micro-Comm M655 PLC/RTU assembly
1	Power Supply, BDR, Battery Backup & UPS Unit
2	Meanwell 12VDC Power Supply
1	EDCO 120VAC line protection TVSS
1	Ntron 708FX2 Managed Ethernet Switch with Dual Fiber
3	Micro-Comm L45 Analog Input Module 8ch, 16 bit
7	Micro-Comm L47 Discrete Input Module 16ch
3	Micro-Comm L59 Relay Output Module 6ch
1	C-More Touch Screen Display
48	I/O Surge Suppressors
1	UISP Rocket Prism AC Base Station 5GHz AirMax Wireless
1	Wireless antenna, cable, surge suppression

#### **The following items will be shipped separately for field mounting:**

- 1 Level Transducer w/prewired cable & SS snubnose weight

#### **Labor included:**

- 1 Field Installation Provided in this Proposal
- 1 Engineering (Submittal/O&Ms)
- 1 Programming & Testing
- 1 Factory start-up & adjustment of Micro-Comm equip.

## **(1) Central WWTP Secondary Pumps/RAS/WAS Pumps RTU**

### **New RTU panel to include:**

Qty	Description
1	Hoffman Nema 4 Enclosure mounted on existing strut & panel assembly
1	Panel Shop UL 508A assembly
1	Micro-Comm M1650 Single-Board RTU assembly
2	Micro-Comm L47 Discrete Input Module 16ch
1	Micro-Comm L59 Relay Output Module 6ch
1	Surge Protection, Power Supply & Battery Backup
20	I/O Surge Suppressors
1	UISP airMax NanoStation 5AC 5 GHz Radio
1	Wireless antenna, cable, surge suppression
1	Micro-Comm Keypad & Display Module w/ Cable

### **The following items will be shipped separately for field mounting:**

- 2 Level Transducer w/prewired cable & SS snubnose weight

### **Labor included:**

- 1 Engineering (Submittal/O&Ms)
- 1 Programming & Testing
- 1 Factory start-up & adjustment of Micro-Comm equip.

## **(1) Central WWTP Peak Flow Pumps RTU**

### **New RTU panel to include:**

Qty	Description
1	Hoffman Nema 4 Enclosure mounted on existing strut & panel assembly
1	Panel Shop UL 508A assembly
1	Micro-Comm M1650 Single-Board RTU assembly
1	Surge Protection, Power Supply & Battery Backup
10	I/O Surge Suppressors
1	UISP airMax NanoStation 5AC 5 GHz Radio
1	Wireless antenna, cable, surge suppression
1	Micro-Comm Keypad & Display Module w/ Cable

### **The following items will be shipped separately for field mounting:**

- 1 Level Transducer w/prewired cable & SS snubnose weight

### **Labor included:**

- 1 Engineering (Submittal/O&Ms)
- 1 Programming & Testing
- 1 Factory start-up & adjustment of Micro-Comm equip.

## (1) Central WWTP Plant Drain Pumps RTU

### New RTU panel to include:

Qty	Description
1	Hoffman Nema 4 Enclosure mounted on existing strut & panel assembly
1	Panel Shop UL 508A assembly
1	Micro-Comm M1650 Single-Board RTU assembly
1	Surge Protection, Power Supply & Battery Backup
10	I/O Surge Suppressors
1	UISP airMax NanoStation 5AC 5 GHz Radio
1	Wireless antenna, cable, surge suppression
1	Micro-Comm Keypad & Display Module w/ Cable

### The following items will be shipped separately for field mounting:

- 1 Level Transducer w/prewired cable & SS snubnose weight

### Labor included:

- 1 Engineering (Submittal/O&Ms)
- 1 Programming & Testing
- 1 Factory start-up & adjustment of Micro-Comm equip.

## (1) Central WWTP SCADA Computer & SCADAvie CSX, SCADAwEB & SCADAdial Software

LOCATION: Central WWTP Operations Office

New Computer system including UPS backup, installation, configuration, and testing of the latest version of SCADAvie

### Qty Description

1	Dell OptiPlex 7000 w/ Windows 10 Pro, Core i7, 16GB Ram, 500GB SSD, Dual Ethernet, 24X DVDRW drive
1	24" Flat Screen Color Monitor w/ speaker bar
1	Wireless Keyboard & Mouse
1	USB External Hard Drive - 2TB
1	USB Phone Modem
1	APC Standby Power Supply (UPS)
1	THREE Year Dell support package on computer equipment

### Software:

- 1 SCADAvie CSX - Full Developmental Server package
- 1 SCADAvie CSX - Client package
- 1 SCADAwEB - webserver for remote access
- 1 SCADAdial - basic package with development package
- 1 SCADAvie Reporting - Full Development package
- 1 Software installation, configuration, factory testing.

### Labor included:

- 1 Engineering & Design
- 1 Programming & Factory Testing
- 1 Factory start-up & adjustment of Micro-Comm equipment
- 1 Installation & Setup of Computer Equipment by Micro-Comm

### **(1) SE WWTP Main Control Panel PLC Upgrade**

Existing AB CompactLogix L30ER

Existing Enclosure: Hoffman 2-door Enclosure, equipment below to be installed in existing panel

New Antenna: to be mounted on existing structure

#### **RTU panel to include:**

Qty	Description
1	Panel Shop supplies
1	Micro-Comm M655 PLC/RTU assembly
1	Surge Protection
1	Meanwell 12VDC Power Supply & Battery Backup
1	Allen Bradley 1769-L33ER Compact Logix Controller
1	C-More Touch Screen Display
1	4RF VHF/UHF Data Radio

#### **The following items will be shipped separately for field mounting:**

- 1 Yagi antenna with mounting U-bolts and mounting mast
- 1 Lot Coaxial cable & Connectors as needed

#### **Labor included:**

- 1 Field Installation Provided in this Proposal
- 1 Engineering (Submittal/O&Ms)
- 1 Programming & Testing
- 1 Factory start-up & adjustment of Micro-Comm equip.

### **(1) SE WWTP SCADA Computer & SCADAview CSX, SCADAweb & SCADAdial Software**

LOCATION: Southeast WWTP Control Room

New Computer system including UPS backup, installation, configuration, and testing of the latest version of SCADAview

Qty	Description
1	Dell OptiPlex 7000 w/ Windows 10 Pro, Core i7, 16GB Ram, 500GB SSD, Dual Ethernet, 24X DVDRW drive
1	24" Flat Screen Color Monitor w/ speaker bar
1	Wireless Keyboard & Mouse
1	USB External Hard Drive - 2TB
1	USB Phone Modem
1	APC Standby Power Supply (UPS)
1	THREE Year Dell support package on computer equipment

#### **Software:**

- 1 SCADAview CSX - Full Developmental Server package
- 1 SCADAview CSX - Client package
- 1 SCADAweb - webserver for remote access
- 1 SCADAdial - basic package with development package
- 1 SCADAview Reporting - Full Development package
- 1 Software installation, configuration, factory testing.

#### **Labor included:**

- 1 Engineering & Design
- 1 Programming & Factory Testing
- 1 Factory start-up & adjustment of Micro-Comm equipment
- 1 Installation & Setup of Computer Equipment by Micro-Comm

## **(1) Southwest Lift Station & EQ Basin RTU Modification**

Existing Controller: CompactLogix L30ER

Existing Control Panel: Hoffman Enclosure, equipment below to be installed in existing panel

New Antenna: to be mounted on existing structure

### **RTU panel to include:**

Qty Description

- 1 Panel Shop Supplies & assembly
- 1 LA, Radio Power & Modem Interface Cable
- 1 4RF VHF/UHF Data Radio
- 1 C-More 10" Touch Screen Display (replacement)

**1 The following items will be shipped separately for field mounting:**

- 1 Yagi antenna with mounting U-bolts and mounting mast
- 1 Lot Coaxial cable & Connectors as needed

**1 Labor included:**

- 1 Field Installation Provided in this Proposal
- 1 Engineering (Submittal/O&Ms)
- 1 Programming & Testing
- 1 Factory start-up & adjustment of Micro-Comm equip.

## **(1) 28th & New York Lift Station**

Existing Controller: CompactLogix L30ER

Existing Control Panel: Hoffman Enclosure, equipment below to be installed in existing panel

New Antenna: to be mounted on existing structure

### **RTU panel to include:**

Qty Description

- 1 Panel Shop Supplies & assembly
- 1 LA, Radio Power & Modem Interface Cable
- 1 4RF VHF/UHF Data Radio
- 1 C-More 10" Touch Screen Display (replacement)

**1 The following items will be shipped separately for field mounting:**

- 1 Yagi antenna with mounting U-bolts and mounting mast
- 1 Lot Coaxial cable & Connectors as needed

**1 Labor included:**

- 1 Field Installation Provided in this Proposal
- 1 Engineering (Submittal/O&Ms)
- 1 Programming & Testing
- 1 Factory start-up & adjustment of Micro-Comm equip.

**MISCELLANEOUS ITEMS TO INCLUDE:**

Qty	Description	
1	Engineering and Design drawings	Included
1	FCC Licensing on behalf of the City	Included
1	Operation and Maintenance Manuals	Included
1	Freight to Job Site	Included
1	Field Installation of above equipment	Included
1	Startup, Verification and Customer Training	Included
1	<b>THREE Year Parts and Labor Warranty on all equipment included.</b>	Included

**Quotation Summary**

**Central WWTP SCADA Upgrade Price      \$190,536.00**

**Southeast WWTP SCADA & Lift Stations Upgrade Price      \$99,406.00**

Amount Accepted: \_\_\_\_\_

Accepted by: \_\_\_\_\_

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

Optional PO# \_\_\_\_\_

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

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

From: Monte Richardson MWR

Date: 01/26/24

Re: WPC Central Lab/Plant Intrusion

Sir:

**Initial discovery** – approximately a 6-8 weeks ago the network switch at the WPC Lab malfunctioned and was replaced with a spare. Several weeks later Zac logged into the failed switch and was notified that an admin user from an external IP originating from China had logged into the switch in September 2022.

Initial switch analysis – During initial discovery I found that the clock settings were not configured. But the admin password was still set. It is most likely is that configuration settings were not saved after being configured and the clock settings were lost during power outage. An imposter would be expected to have deleted the log file in the case of an intrusion. Checking the log file there were several entries after September 2022, but no login messages were noted. There was no log information available except for the login notification and various normal boot up and routine operational entries.

**Network Review** – The Lab/Central Plant Network is single node network including the PLC's. The network has an external internet connection that can be accessed from “the world”. However, all traffic except possibly FTP traffic, is automatically routed to the municipal Firewall. Based on a port scan there doesn't appear to be any direct access in/out of the Lab/Plant network directly from the Internet.

At the time of the suspicious login the Lab/Plant network was being routed to a firewall at the municipal building that has since been retired and destroyed. No diagnostic information is available. I did a policy check on the new firewall and found that country blocking is in place and working as expected. The same country blocking was in place in the old firewall.

**Local LAN Review** – The local network has been reviewed. Of the computers installed at the site in September 2022, the SCADA server in the plant and a 10 year old HP computer remain. The SCADA server is a Windows 7 computer. The HP computer has been upgraded to Win10 at some point in the past. Neither computer has been assessed for potential compromise. IT does not have the expertise to determine if any of the SCADA operations have been compromised. All of the desktop computers have Anti-Virus installed and are monitored by Sophos MDR. Nothing unusual has been found. I did a review of firewall reports from September of 2022. The current RED device was installed within the same week that login occurred on the switch. It replaced an outdated SonicWall firewall that was open to the internet. I'm still working on narrowing down the timeframe in this regard.

**Remediation** – While reviewing the potential for compromise, it was found that the PLC's are on the same network as the working computers. Given the current architecture, I want to separate the Plant computer and PLC's from the rest of the network and lock them down from all but the most essential network traffic. This would be done by restricting access to known IP addresses internally and externally and by implementing VLAN separation between the Lab and the Plant.

The switch password policy was changed over a year ago and each switch now has a unique password. This was not the case in 2022.

Any logins associated with computers/operations at the Lab/Plant should be changed or identified that they can't be changed. This would apply to local and network user accounts that may be static and haven't been changed within the last 6 months. LogMeIn remote access, WonderWare, and any logins associated with PLC operations.

**Conclusion** – It appears that an unfamiliar IP logged into the switch at the WPC Lap. There are no indications that the switch was modified. The switch password was still intact but the system configuration was reset to factory default, possibly by a power outage. The logging function appears to be working correctly. There is no indication that any of the existing computers are compromised. However, the SCADA server is not protected and has not been inspected. I'm checking on an out of band protection solution for the SCADA but haven't received word back from Sophos.

Computers at the Lab/Plant Site were not joined to the domain until 2023. This would have afforded some isolation if there was an intrusion beyond the switch. I believe the SCADA system passwords have been changed in the last couple of years but can't be sure of that at this point. It was a well-known fact between IT, plant operators, and Brenda Audrey that the Plant SCADA Server hasn't been performing well for quite some time. This makes it difficult to identify a point in time when "something" in the computer operation changed. I can't remember anything noteworthy occurring except a pump failure(?) that flooded the Plant premises a year or so ago. I could be wrong but believe that was an electrical problem that caused PLCs to fail.

I don't know enough about the plant operations to say what kind of risk we have at this point. Diagnostic information available is scarce. I think the only elements at risk at this point are the SCADA Server and the PLCs. By isolating the Plant network affords adequate protection until the Central Plant can get the planned upgrades in place later this year.

Respectfully submitted.

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

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

**AN ORDINANCE AUTHORIZING AN AGREEMENT FOR VETERINARY SERVICES FOR THE SEDALIA ANIMAL SHELTER.**

**WHEREAS**, The City of Sedalia, Missouri, received a proposal from the Sedalia Spay & Neuter Clinic, LLC; and

**WHEREAS**, under the proposal, the City of Sedalia, Missouri, shall give the following sums and amounts:

- **Enucleation - \$100**
- **Mass Removal - \$60.00-\$100**
- **Health Certificate - \$25.00**
- **Entropion Repair - \$75.00**
- **Tail Amputation - \$75.00**
- **Cat Euthanasia - \$25.00**
- **Dog Euthanasia (under 40 lbs) - \$40**
- **Dog Euthanasia (over 40 lbs) - \$1.00/lb**
- **Rabies Test Prep - \$100**
- **CBC & chem send off - \$50**
- **Emergency Exam Business Hrs - \$35**
- **Emergency Exam After Hrs - \$235**
- **Weekly Work @ Shelter - \$150/week**
- **Cat Spay & Neuter - \$30.00**
- **Dog Spay & Neuter (under 60 lbs) - \$60.00**
- **Dog Spay & Neuter (over 60 lbs) - \$1.00/lb**
- **Spay Abort, in heat spay or hernia repair - \$40 additional**

to the Sedalia Spay & Neuter Clinic, LLC for veterinary services for the Sedalia Animal Shelter as more fully described in the proposed agreement attached as Exhibit A and incorporated by reference as though the proposed agreement were set forth herein.

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

**Section 1.** The Council of the City of Sedalia, Missouri, hereby approves and accepts the agreement by and between the City of Sedalia, Missouri, and the Sedalia Spay & Neuter Clinic, LLC in substantively the same form and content as the agreement has been proposed.

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

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

**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 5<sup>th</sup> day of February, 2024.

---

Presiding Officer of the Council

Approved by the Mayor of said City this 5<sup>th</sup> day of February, 2024.

ATTEST:

---

Andrew L. Dawson, Mayor

---

Jason S. Myers, City Clerk

To: City Council

Through: Kelvin Shaw

From: Randi Battson

Date: 01/25/2024

Subject: Veterinarian Contract Bid for the Sedalia Animal Shelter

Bids were hand delivered last week to all local veterinarians for a year long contract with the Sedalia Animal Shelter. Each clinic was asked to price a wide variety of veterinary services. Below are the items asked to be priced by the clinics. There was only one clinic that bid this year.

Service Description	Spay & Neuter Clinic
Enucleation	\$100
Mass Removal	\$60-100
Health Certificate	\$25
Entropion Repair	\$75
Tail Amputation	\$75
Cat Euthanasia	\$25
Dog Euthanasia (under 40 lbs)	\$40
Dog Euthanasia (over 40 lbs)	\$1/lb
Rabies Test Prep	\$100
CBC & chem send off	\$50
Emergency Exam Business Hr	\$35
Emergency Exam After Hrs	\$235
Weekly Work @ Shelter	\$150/week
Cat Spays/Neuters	\$30
Dog Spays/Neuters (under 60 lbs)	\$60
Dog Spays/Neuters (over 60 lbs)	\$1/lb
Spay Abort, in heat spay or hernia repair	\$40 additional

I recommend accepting this bid. Although this is more than what we've been paying for the last 6 years it is remarkably less than fair market price and more affordable than other clinics/services in our area. This is the only bid we have received, and I do not foresee that changing should we run the bid process a 2<sup>nd</sup> time. The clinic doesn't yet offer x-rays but due to the donation of an old x-ray machine, and due to having an employee trained to perform them, we are able to perform those in house. I am confident that our shelter will continue to be in good hands with the new Sedalia Spay & Neuter Clinic, LLC.

Thank you.

Randi Battson

## **VETERINARY SERVICES AGREEMENT**

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the City of Sedalia, a Missouri municipal corporation, hereinafter referred to as the "City" and Sedalia Spay and Neuter Clinic, LLC, hereinafter referred to as the "Contractor".

### **WITNESSETH:**

**WHEREAS**, the accomplishment of the work and services described in this contract is necessary and essential to the operation of the City; and

**WHEREAS**, the City desires to engage the Contractor to render veterinary services as described in this contract, and the Contractor is willing to perform such veterinary services;

**NOW, THEREFORE**, in consideration of the promises and covenants hereinafter contained, the parties hereto hereby agree as follows:

### **ARTICLE I - DESCRIPTION OF PROJECT**

The Contractor shall provide veterinary services for the Animal Control Division and the Sedalia Animal Shelter.

### **ARTICLE II - CONTRACTOR'S SCOPE OF SERVICES**

A. The Contractor shall perform veterinary services relevant to the contract in accordance with the terms and conditions set forth herein, and as provided in Invitation for Bids and Submitted Proposal, attached here to as Exhibit A, and incorporated by reference herein.

B. The Contractor hereby agrees that, immediately upon the execution of this contract and upon receipt of notification by the City, the Contractor will enter upon the duties herein prescribed. The City is not liable and will not pay the Contractor for any services rendered before written authorization is received by the Contractor from the City.

C. The Contractor, when called to perform under this Agreement, understands and/or agrees that:

- 1) The Contractor will provide services to all city operated animal shelters;
- 2) The services required are for consultation and advise on various aspects of animal care and handling, such as
  - a. Disease testing,
  - b. Spay and neuter procedures,
  - c. Rabies vaccinations,
  - d. Preparation of rabies test specimens,
  - e. Sale of antibiotics,

- f. Special circumstance surgeries, including but not limited to orthopedics and euthanasia;
- 3) Euthanasia procedures shall be in compliance with state standards;
- 4) The Contractor shall be in the shelter for at least three (3) hours weekly;
- 5) The Contractor shall have and maintain in good standing all licenses and permits required by state and local law; and
- 6) The Animal Control Officers and occasionally Police Officers respond to calls seven days a week, with regular patrol hours from 6:00am to 6:00pm. Emergency calls are answered 24 hours per day, seven days per week.

D. The Contractor agrees to employ, train, and supervise adequate personnel with appropriate qualifications and experience to provide the veterinary services under this Agreement. The Contractor will observe established standards of safety and shall take all necessary safety precautions to protect the public, Contractor's employees, and city employees and facilities from injury or damage. The Contractor shall immediately notify the City of any accident or incidents which occur as a result of the Contractor's activities on the premises.

E. The Contractor shall be courteous and tactful in contact or communication with the public; the Contractor will not tolerate any type of workplace violence committed by or against its employees. The Contractor will prohibit its employees from making threats, carrying concealed weapons, or engaging in violent activities, in connection with the services provided under this Agreement.

### **ARTICLE III - MODIFICATION**

All modifications to this contract must be in writing and signed by the parties hereto.

### **ARTICLE IV - CONTRACTOR'S FEE**

The Contractor's fees are set forth in Exhibit A, attached hereto.

The Contractor shall submit a monthly invoice for payment to the City of Sedalia, Attn: Randi Battson, Animal Services Manager, at 200 South Osage Ave., Sedalia, MO 65301. Invoices may be emailed to [rbattson@sedalia.com](mailto:rbattson@sedalia.com). Each invoice shall include an itemized cost per type of service provided and unit price.

The City is exempt from State and Local Sales taxes. All transactions resulting from an executed agreement shall be deemed to have been accomplished within the State of Missouri.

## **ARTICLE V - COMPLIANCE WITH LAW**

The Contractor agrees to comply with all federal, state, and local laws and regulations in the performance of the contract. The Contractor shall maintain an Occupational License issued by City of Sedalia during the term of the contract.

## **ARTICLE VI - TERMINATION**

**A. Termination Without Cause** – This contract may be terminated by either party upon thirty (30) days' written notice to the other party; but if any services hereunder are in progress, but not completed as of the notice of termination, then the contract may be extended upon written approval of the City until the services are completed.

**B. City Termination for Cause** – When the City believes the Contractor has failed or refused to perform in accordance with the terms and conditions of this Agreement it may provide notice of the breach providing no less than fourteen (14) days' written notice and opportunity to cure the breach. In the event the Contractor fails to remedy the breach within the fourteen (14) day period, the City has the option to terminate the Agreement for cause. When terminated for cause, compensation for services rendered by the Contractor up to the date of termination shall be offset by the City's reasonable cost to mitigate or correct the effects of such termination.

**C. City Termination for Convenience** – The City may terminate the Agreement without notice. When terminated for convenience the City shall negotiate reasonable termination costs.

**D. Non-Appropriation** – When the governing body declines to appropriate funds to support continuation of the Agreement in any fiscal year of the Agreement or funding is not available at any time during the project and without prejudice on the City, the Agreement will be terminated by delivery to the Contractor of fourteen (14) days' written notice prior to the expiration of funding.

## **ARTICLE VII - ASSIGNMENT**

This contract shall not be assigned except with the written consent of the City, and if so, assigned shall extend to and be binding upon the successors and assigns of the parties hereto.

## **ARTICLE VIII - DISCLOSURE**

The Contractor hereby affirms that neither it nor its officers, agents or employees has made or agreed to make any valuable gift, whether in the form of service, loan, thing, or promise, to any person, or any of the person's immediate family, having the duty to recommend, the right

to vote upon, or any other direct influence on the selection of Contractors to provide services to the City, within two years preceding the execution of this contract.

## **ARTICLE IX - INDEMNITY**

The Contractor agrees to indemnify and hold harmless the City, its officers, agents, and employees, from and against all suites, actions, attorney fees, costs, expenses or claims of any character brought because of any injury or damage received or sustained by any person, persons, or property arising out of or resulting from any acts, error, or omission of the Contractor or its agents or employees. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this contract.

## **ARTICLE X - INSURANCE**

The Contractor shall procure and maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the services, materials, equipment, or supplies provided to the City. The insurer(s) must be licensed for business in the State of Missouri. Each policy requires a minimum cancellation notification of at least thirty (30) days' advance written notice to the City.

(1) General Liability Insurance, with bodily injury and property damage limits of \$1,000,000 for each occurrence with a \$2,000,000 general aggregate and \$2,000,000 products and completed operations aggregate.

(2) Professional Liability or Errors and Omissions Insurance, with a limit of \$1,000,000 annual aggregate.

The above limits are the minimum acceptable and do not infer or place a limit on the liability of the successful proposer. The City is to be named as an additional insured as the City's interest may appear for the General Liability Insurance. The successful proposer's insurance shall be primary and any insurance or self-insurance maintained by the City shall be excess for the City and not contribute with the coverage maintained by the successful proposer.

The City shall not obtain worker's compensation insurance on behalf of the successful proposer or the employees of the successful proposer. The successful proposer shall comply with the worker's compensation law concerning its business and its employees.

## **ARTICLE XI - DISCRIMINATION PROHIBITED**

In performing the services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, disability, or any other basis protected by state, federal or local law. The Contractor agrees to

comply with applicable immigration laws, including the Immigration Reform & Control Act of 1990.

## **ARTICLE XII - ADMINISTRATION OF AGREEMENT**

The Mayor or their authorized representative shall administer this agreement for the City.

## **ARTICLE XIII - TERM**

The Agreement shall be for a period of one (1) year from date of award.

The Agreement may be extended, by mutual written modification of the Agreement, for additional two (2) year terms. The City will notify the vendor, in writing, no later than thirty (30) days prior to expiration of the Agreement as to its desire for extension. Any request by the vendor for consideration of a price adjustment must be made to the City at the time of renewal and must only be based on increased cost to the vendor to provide this specific service called for in the solicitation. Verification of these increased costs shall be furnished to the City upon request. Any upward price adjustment approved by the City shall impose upon the vendor the requirement to advise and extend to the City price reductions when costs similarly decrease.

## **ARTICLE XIV – NOTICES**

Any notice required or permitted to be given to either party under this Agreement (other than notice of work orders under Article II(D)) shall be sufficient if in writing and sent by certified mail, return receipt requested to the following (should an email address be listed below, the Party requests a courtesy copy be emailed as well, but the official and binding notice remains by certified mail, return receipt requested as set out herein):

City:

City of Sedalia, Missouri  
Attn: Randi Battson  
200 S. Osage Ave.  
Sedalia, MO 65301  
rbattson@sedalia.com

Contractor:

The Spay and Neuter Clinic, LLC  
Attn: Dr. Olivia Bloom  
214 W. Main St.  
Sedalia, MO 65301  
sedaliaspayandneuter@gmail.com

## **ARTICLE XV – GOVERNING LAW.**

This Agreement shall be subject to and governed by the laws of the State of Missouri as to all issues, including but not limited to the interpretation, validity, and effect of this Agreement, without regard to the place of execution, place of performance or other consideration.

## **ARTICLE XVI – VENUE AND JURISDICTION**

The Circuit Court of Pettis County, Missouri, shall have exclusive venue and jurisdiction over any dispute which arises under this Agreement, and each of the Parties hereby submits and consents to the court's exercise of jurisdiction.

## **ARTICLE XVII – UNAUTHORIZED ALIENS**

Pursuant to RSMo 285.530(1), by its sworn affidavit in substantially the form attached hereto as Exhibit B and incorporated herein, Contractor hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Furthermore, Contractor affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

## **ARTICLE XVIII – INVALID PROVISIONS**

If any provision(s) of this Agreement are deemed invalid or unenforceable, those invalid or unenforceable provisions shall not affect the other provisions and the Agreement shall be construed as if the invalid or unenforceable provisions were omitted.

## **ARTICLE XIX – ENTIRE UNDERSTANDING**

This Agreement, together with its exhibits, embodies the entire understanding of the Parties with respect to the subject matter and merges with and supersedes all prior discussions, agreements, commitments, or understandings of every kind and nature relating thereto, whether oral or written, between City and Contractor.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract to bind themselves, their partners, as successors, and legal representative of the day and year first above written.

**City of Sedalia, Missouri**

**Sedalia Spay and Neuter Clinic, LLC**

---

Andrew L. Dawson, Mayor

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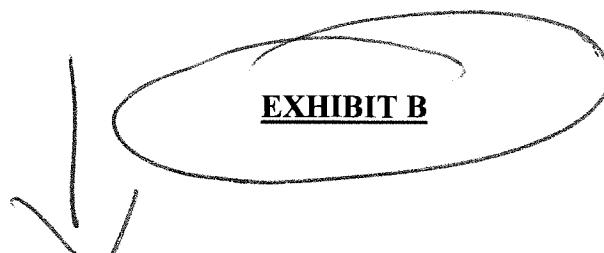
Dr. Olivia Bloom, DVM, Owner

Attest:

---

Jason S. Myers, City Clerk

**EXHIBIT A**  
**SUBMITTED BID AND PROPOSAL**



**EXHIBIT B**

**CITY OF SEDALIA, MISSOURI  
WORK AUTHORIZATION AFFIDAVIT  
PURSUANT TO 285.530, RSMo  
(FOR ALL CONTRACTS IN EXCESS OF \$5,000.00)**

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF PETTIS )

As used in this Affidavit, the following terms shall have the following meanings:

**EMPLOYEE:** Any person performing work or service of any kind or character for hire within the State of Missouri.

**FEDERAL WORK AUTHORIZATION PROGRAM:** Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

**KNOWINGLY:** A person acts knowingly or with knowledge, (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

**UNAUTHORIZED ALIEN:** An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

1. My name is \_\_\_\_\_ and I am currently the \_\_\_\_\_ of \_\_\_\_\_ (hereinafter "Contractor"), whose business address is \_\_\_\_\_, and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.
3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Sedalia, Missouri: \_\_\_\_\_.
4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

---

AFFIANT SIGNATURE

---

AFFIANT PRINTED NAME

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

---

My Commission Expires:

---

Notary Public

---

(Printed Name)

*PLEASE NOTE:*

Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

1. A valid, completed copy of the first page identifying the Contractor; and
2. A valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security - Verification Division.

**Invitation for Bid**

The City of Sedalia is currently accepting bids from qualified persons or firms interested in providing the following:

**Veterinary Services**

**in accordance with the attached specifications**

**Bids must be mailed or hand delivered in a sealed envelope to the city clerk's office by  
4:00pm January 19, 2024**

Any questions concerning this bid please contact

Randi Battson

City of Sedalia

200 S. Osage

Sedalia, MO 65301

660-827-5816

[rbattson@sedalia.com](mailto:rbattson@sedalia.com)

The city reserves the right to reject any and all submittals, combinations of items and to waive defects or minor informalities. Please type or print the information below.

Respondent is REQUIRED to complete, sign and return this form with their submittal.

**Company Name:** Sedalia Spay and Neuter Clinic, LLC.

**Address:** 214, W. Main St.

**Phone/Fax:** (660) 827-4844

**Email:** Sedaliaspayandneuter@gmail.com

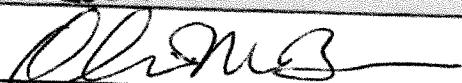
**Tax ID#:** 93-4778311

**Authorized Person(Print):** Olivia Bloom, DVM

**Title:** Owner

**Date:** 1-14-2024

**Signature:**



**Scope:** The City of Sedalia is seeking a veterinarian to provide services for the Animal Control Division and the Sedalia Animal Shelter. The services required are for consultation and advise

on various aspects of animal care and handling (first aid, disease control, etc.), disease testing, spay and neuter procedures, rabies vaccinations, preparation of rabies test specimens, the sale of antibiotics, special circumstance surgeries including but not limited to orthopedics and euthanasia. Euthanasia bid must be bid to be done in compliance with state standards. Consultation shall be in the shelter for at least 3 hrs weekly.

This bid will include any animal shelters operated by the City of Sedalia.

Animal Control Officers and occasionally Police Officers respond to calls seven days a week, with regular patrol hours from 6:00am to 6:00pm. Emergency calls are answered 24 hours per day, seven days per week.

**Requirements of bidder:** The successful bidder shall secure licenses by law and ordinances and pay all charges and fees, which shall include a current City of Sedalia business license. A copy of veterinarian license must be provided by successful bidder along with Certificate of Insurance. Proof of worker's compensation coverage must also be included.

The City reserves the right to renegotiate this contract every year with 2 year extensions.

Invoices shall be sent on a monthly basis for each service completed that month.

Successful bidder shall participate in helping the Sedalia Animal Shelter keep their costs down in order to be able to help more animals by participating in shelter programs offered by lab, pharmaceutical and other animal care companies.

The City reserves the right to award this contract in its entirety or to split the contract among bidders, whichever is in the best interest of the City. The City may accept any item or items of the bid unless qualified by specific limitation of the bidder.

Evaluation criteria will include but not be limited to: price, response time, and back-up clinic.

**Specifications:** Please check yes or no below.

**Euthanasia services:** The Sedalia Animal Shelter will require euthanasia services for an AVERAGE of 10 animals each month. The Sedalia Animal Shelter will handle disposal of animals.

Do you comply? Yes  No

**Treatment determination responsibility:** Determination of whether to treat an animal or to euthanize it shall be the responsibility of the Shelter Manager and when unavailable the ACO on duty. Animal Control personnel may also determine that it is necessary to bring an animal to the veterinarian's clinic for treatment or euthanasia rather than wait for schedule visit.

Do you comply? Yes  No

**Preparation of rabies test specimens:** The veterinarian will be required to prepare in-question animals for shipment when rabies tests are warranted. (Approx. 10 per year)

Enucleation	2/year	\$ 100	16.67
Mass Removal	2/year	\$ 60 - 100	18.30
Health Certificate	0.5/month	\$ 25	12.50
Entropion Repair	1/year	\$ 75/eye	6.25
Tail Amputation	1/year	\$ 75	6.25
Cat Euthanasia	0.5/month	\$ 25	12.50
Dog Euthanasia (under 40 lbs)	1/month	\$ 40	40
Dog Euthanasia (Over 40 lbs)	2/month	\$ 116	100
Rabies Test Prep	0.5/month	\$ 100	50
CBC and chemistry send off	2/6months	\$ 50	8.33
Emergency Exam Business Hours	2/month	\$ 35	70
Emergency Exam After Hours	0.5/month	\$ 235	117.50
Weekly Work @ shelter	4/month	\$ 150	600

State below any additional services and costs that may be incurred and explain charges (i.e. lab fees, parvo test, fecal exam, etc.)

FeLV/FIV or Heartworm test (provided) \$5

FeLV/FIV test not provided \$25

Heartworm test not provided \$10

Other services can be requested and prices negotiated

prior to service provided (i.e. leg amputation)

State clinic hours and days of operation: M - F 9AM - 4PM

Does your clinic have a backup for the days your clinic is closed? Yes  No

If yes, list the name, address and phone number of backup clinic: \_\_\_\_\_

If yes, will AC personnel be able to take injured animals to this clinic? Yes  No

MUST Contact Dr. Bloom's emergency phone prior.



# EVIDENCE OF PROPERTY INSURANCE

GMARTINEZ2

DATE (MM/DD/YYYY)  
1/17/2024

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Chicago, IL-Hub International Midwest West 55 East Jackson Boulevard Suite 14th Floor Chicago, IL 60604	PHONE (A/C, No, Ext): (800) 228-7548	COMPANY Continental Casualty Company
FAX (A/C, No): (866) 229-3296	E-MAIL ADDRESS:	
CODE: 744984	SUB CODE:	
AGENCY CUSTOMER ID #: SEDASPA-01	License # 100290819	
INSURED Sedalia Spay and Neuter Clinic 214 West Main Street Sedalia, MO 65301	LOAN NUMBER	POLICY NUMBER 7038667805
	EFFECTIVE DATE 1/1/2024	EXPIRATION DATE 1/1/2025
	<input type="checkbox"/> CONTINUED UNTIL <input type="checkbox"/> TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:		

## PROPERTY INFORMATION

LOCATION/DESCRIPTION  
Loc # 1, Bldg # 1, 214 W Main St, Sedalia, MO 65301

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION	PERILS INSURED COVERAGE / PERILS / FORMS	BASIC	BROAD	SPECIAL		
					AMOUNT OF INSURANCE	DEDUCTIBLE
Loc # 1, Bldg # 1	Building Property, Special (Including Theft) Replacement Cost Business Personal Property, Special (Including Theft) Replacement Cost				\$170,000 \$150,000	1,000 1,000

## REMARKS (Including Special Conditions)

Special Conditions:  
\*\*PROOF OF COVERAGE\*\*

## 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.

## ADDITIONAL INTEREST

NAME AND ADDRESS **PROOF OF COVERAGE**	ADDITIONAL INSURED MORTGAGEE	LENDER'S LOSS PAYABLE	LOSS PAYEE
	LOAN #		
	AUTHORIZED REPRESENTATIVE <i>Neil R. Hugger</i>		



SEDASPA-01

GMARTINEZ2

DATE (MM/DD/YYYY)

1/17/2024

## CERTIFICATE OF LIABILITY INSURANCE

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 License # 100290819

Chicago, IL-Hub International Midwest West  
55 East Jackson Boulevard  
Suite 14th Floor  
Chicago, IL 60604

## INSURED

Sedalia Spay and Neuter Clinic  
214 West Main Street  
Sedalia, MO 65301

CONTACT NAME:	PHONE (A/C, No. Ext): (800) 228-7548	FAX (A/C, No.): (866) 229-3296
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Continental Casualty Company		20443
INSURER B: American Casualty Co of Reading PA		20427
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

## 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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		7038667805	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					
	AUTOMOBILE LIABILITY  ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	7038667836	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE \$ 500,000 E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
\*\*PROOF OF COVERAGE\*\*

## CERTIFICATE HOLDER

## CANCELLATION

\*\*PROOF OF COVERAGE\*\*

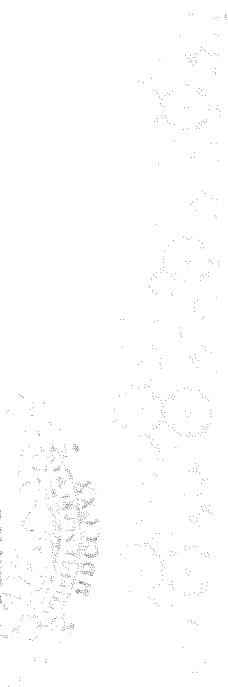
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Neil R. Hughes*

*Division of Professional Registration*  
**Veterinary Facility**

**VALID THROUGH MARCH 31, 2024**  
**ORIGINAL CERTIFICATE/LICENSE NO. 2023046384**  
**SEDALIA SPAY AND NEUTER CLINIC**  
**214 W MAIN STREET**  
**SEDALIA MO 65301**  
**USA**



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

**A RESOLUTION AUTHORIZING THE SEDALIA FIRE DEPARTMENT TO SUBMIT AN ASSISTANCE TO FIREFIGHTERS EQUIPMENT GRANT APPLICATION.**

**WHEREAS**, the City of Sedalia, Missouri, Sedalia Fire Department is applying for grant funds through an Assistance to Firefighters Equipment Grant for the purchase of regulators for SCBAs issued to each member of the department. It is a 90/10 grant match.

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

**Section 1.** The City Administrator is hereby authorized to sign the grant application for Assistance to Firefighters Equipment grant funds and any other official project documents that are necessary to obtain such assistance, including any agreements, contracts or other documents that are required.

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

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

**PASSED** by the Council of the City of Sedalia, Missouri, this 5<sup>th</sup> day of February, 2024.

---

Presiding Officer of the Council

ATTEST:

---

Jason S. Myers  
City Clerk

---

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

---

**To : City Administrator Kelvin Shaw**

**From : Fire Chief Matthew Irwin**

**Date : January 26, 2024**

**Ref : Assistance to Firefighters grant request**

**The Sedalia Fire Department, is requesting a resolution to apply for the 2024 assistance to firefighters grant. This grant is a 90/10 grant match. The Sedalia fire Department would like to request funds for regulators for our SCBA's that would be issued to each member of the department.**

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

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

**A RESOLUTION AUTHORIZING THE SEDALIA FIRE DEPARTMENT TO SUBMIT AN ASSISTANCE TO FIREFIGHTERS SAFER GRANT APPLICATION**

**WHEREAS**, the City of Sedalia, Missouri, Sedalia Fire Department is applying for grant funds through a Safer Grant for 6 additional personnel for the Fire Department. The Grant is a 100 percent award grant.

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

**Section 1.** The City Administrator is hereby authorized to sign the Assistance to firefighters Safer grant application for grant funds and any other official project documents that are necessary to obtain such assistance, including any agreements, contracts or other documents that are required.

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

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

**PASSED** by the Council of the City of Sedalia, Missouri, this 5<sup>h</sup> day of February, 2024.

---

Presiding Officer of the Council

ATTEST:

---

Jason S. Myers  
City Clerk

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

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**To : City Administrator Kelvin Shaw**  
**From : Fire Chief Matthew Irwin**  
**Date : January 26, 2024**  
**Ref : Assistance to Firefighters SAFER grant request**

**The Sedalia Fire Department, is requesting a resolution to apply for the 2024 assistance to firefighters SAFER grant. This grant is a 100 percent award for 6 additional personnel for the fire department. The Sedalia fire Department would like to request funds for 6 additional fire personnel.**

**If awarded a grant there would need to be a budget amendment done in the future to address the budget for these personnel.**

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

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

**AN ORDINANCE APPROVING AN AWNING MINI GRANT PROGRAM  
AGREEMENT AND APPLICATION FOR COMMUNITY DEVELOPMENT.**

**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 Awning Mini Grant Program Agreement and application attached and incorporated by reference, in substantially the same form and content as the agreement and application have been proposed.

**Section 2.** The Mayor, City Administrator or Community Development Director or his designee are authorized and directed to execute any documents in the same form and content as they have been proposed.

**Section 3.** The City Clerk is hereby directed to file in his office a duplicate or copy of the agreement and application hereby attached to this Ordinance.

**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 5<sup>th</sup> day of February 2024.

---

Presiding Officer of the Council

Approved by the Mayor of said City this 5<sup>th</sup> day of February 2024.

---

Andrew L. Dawson, Mayor

ATTEST:

---

Jason S. Myers  
City Clerk



## AWNING MINI GRANT PROGRAM AGREEMENT

**Project Name and Address:** \_\_\_\_\_

This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_, 202\_\_\_\_, by and between the City of Sedalia, County of Pettis, Missouri and \_\_\_\_\_ of the County of Pettis and State of Missouri, whose mailing address is \_\_\_\_\_ (hereinafter referred to as "Recipient").

**WHEREAS**, The City of Sedalia has established the Central Business and Cultural District Mini Grant program and is administrator of said program under the funding of the Central Business and Cultural fund of the City of Sedalia;

**WHEREAS**, the Central Business and Cultural District Mini Grant program is operated to provide financial incentives to promote the renovation of commercial properties within the Sedalia National Commercial Historic District;

**WHEREAS**, such financial assistance as provided through the fund and serves to eliminate blight, decrease vacancy rates and increase property values and commercial activity within the Central Business and Cultural District;

**WHEREAS**, recipient is Owner of real property within the Sedalia Commercial Historic District located at \_\_\_\_\_, is desirous of making improvements to the property's façade and is submitting this request for awning grant funding to the City of Sedalia. Specific improvements to be completed under the project are outlined in the Aawning Mini Grant Program Application – Description of Rehabilitation. This form is attached hereto and made a part hereof as Exhibit A.

**WHEREAS**, following the review of recipient's request form by the City of Sedalia, the project has received approval for funding under the said grant program to be paid to recipient by the City as reimbursement of \_\_\_\_ % of the approved costs of the awning improvement work not to exceed the amount of \$ \_\_\_\_.

**WHEREAS**, the Sedalia Historic Preservation Commission has reviewed the recipient's plans for exterior awning improvements and approved issuance of a certificate of appropriateness for the noted improvements.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. Upon execution of this agreement, recipient shall undertake improvements to the project property as outlined in Exhibit A.
2. Grant funds shall be used only for improvements approved by the City of Sedalia. Any alterations, revisions or changes to the improvements must be approved in writing by the City's Downtown Specialist. Failure to have alterations, revisions or changes approved in advance by the Downtown Specialist shall result in the termination of this agreement and the forfeiture of the grant funds.
3. Grant funds shall be disbursed to recipient only when all the improvements are completed, inspected and approved by the Downtown Specialist as being in accordance with the design guidelines as approved in Exhibit A. Upon completion of the improvements, recipient shall submit to the Downtown Specialist an itemization of costs incurred and copies of all invoices relating to labor and materials for the improvement work. Payment will be made to recipient within a reasonable period of time, subject to the terms and conditions of this agreement.
4. All improvements approved under the agreement and described in Exhibit A shall be completed within 4 months from the date of this contract. This project has been classified as minimal in restorative treatment.
5. The recipient shall require contractors to perform the work for the project in a workmanlike manner and where applicable, in accordance with the building code of the City of Sedalia and zoning and sign ordinances of the City of Sedalia. The recipient shall secure contractors' guarantee and warranty of all work performed by contractors for a period of 12 months against defects in workmanship and materials; however, the Downtown Specialist can waive this requirement.
6. The contractor shall obtain and pay for all required permits and contractor's licenses and is to pay all fees related thereto.
7. Recipient shall require contractors to carry general liability insurance, automobile liability insurance, Workers' Compensation Coverage at statutory limits, with minimum limits of \$1,000,000; however the Downtown Specialist can waive this requirement. Recipient shall also require contractors to follow all applicable laws and regulations, including, but not limited to Sections 285.530 and 208.009 of the Revised Statutes of Missouri.

8. Recipient shall adhere to the design guidelines as established by the Downtown Specialist for the project. Recipient acknowledges that changes made to the approved design may endanger the receipt of the grant funds.

9. Recipient agrees to not make any substantial changes, other than ordinary maintenance, to the improvements for 5 years from the date of this agreement, unless any such changes are determined by the Downtown Specialist to be consistent with the original design guidelines as determined for the project. Said 5-year period shall be deemed the term of this agreement.

10. The recipient shall indemnify and hold harmless the City of Sedalia, their employees, agents and assigns from all claims made or actions against or losses, damages, costs and attorney's fees incurred as a result of, arising out of, or related to any intentional act or omission by the recipient under, pursuant to or in connection with this agreement and the work undertaken pursuant thereto.

11. This agreement may be terminated by the City of Sedalia or the recipient upon written notification to the other party prior to the completion of the improvement project or upon the expiration of the agreed upon term as stated herein. Upon termination by the recipient or the expiration of the term of this agreement, the City of Sedalia shall be released of all obligations to the recipient and no payment under the agreement shall be made.

12. The parties hereto hereby acknowledge that nothing contained in this agreement shall be deemed or construed by either of them or by any third person or entity to create any relationship of principal and agent, limited or general partnership, employer and employee or joint venture between the City and recipient or to create a relationship of third-party beneficiary in favor of a person or entity not a party to this agreement, including, but not limited to, contractors and suppliers.

14. This agreement constitutes the entire agreement between the parties hereto. It shall supersede all prior offers, negotiations, utterances, assurances and agreements. No revision of this agreement shall be valid unless in writing and signed by the parties hereto. If any term or provision of this agreement is held invalid or unenforceable, the remainder of this agreement will be considered valid and enforceable to the fullest extent permitted by law.

15. NOTICE: All notices and correspondence shall be sent to the following addresses, unless written notification to the contrary is received:

City of Sedalia  
200 S. Osage Avenue  
Sedalia, MO 65301

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

16. This agreement shall be governed by the laws of the State of Missouri. Witnesseth the hands and seals of the parties hereto the date first written above.

City of Sedalia

Recipient

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_



**CITY OF SEDALIA**  
**Community Development Department**

**AWNING MINI GRANT PROGRAM APPLICATION**  
**Part 1 – Evaluation of Significance**

Community Development Office Use **ONLY**

Project No.

**Note:** The Awning Mini Grant Program administered by the City of Sedalia is only applicable to buildings located within the boundary of the Central Business and Cultural District. See **Attachment A** to determine building's eligibility.

**Instructions:** Type of print clearly in black or blue ink. No grants will be delivered unless a completed application for has been received by the Community Development Department of the City of Sedalia. If additional space is needed, use continuation sheets or attach blank sheets.

**1. Name of property:** \_\_\_\_\_

Address of Property: Street \_\_\_\_\_

City SEDALIA County PETTIS State MISSOURI Zip 65301

Name of historic District:

National Register District

Certified local or state district

Potential district

**2. Check the nature of request:**

Certification that the building contributes to the significance of the above-named historic district for the purpose of rehabilitation.

Certification that the building does not contribute to the significance of the above-named historic district.

**3. Project Contact:**

Name \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ Daytime Telephone No. (\_\_\_\_) - \_\_\_\_\_

**4. Building Owner:**

I hereby attest that the information I have provided is, to my best knowledge, correct, and that I own the property described above. I understand that falsification of factual representations in this application is subject to criminal sanctions of up to \$10,000 in fines or imprisonment for up to five years pursuant to 18 U.S.C. 1001.

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ Daytime Telephone No. (\_\_\_\_) - \_\_\_\_\_

**For Community Development Office Use ONLY**

The City of Sedalia has reviewed the "Evaluation of Significance" for the above-named property and has determined that the property:

Lies within the boundary of the Central Business and Cultural District  
 Is eligible for the Awning Mini Grant Program  
 Contributes to the significance of the above-named district

Preliminary determinations:

Appears to contribute to the significance of a potential historic district  
 Does not meet the criteria for the Awning Mini Grant Program  
 Appears to contribute to the significance of a registered historic district but is outside the period of area of significance

\_\_\_\_\_  
Date

\_\_\_\_\_  
City of Sedalia Authorized Signature

(660) - 827 - 3000

City of Sedalia Telephone No.

# AWNING MINI GRANT PROGRAM APPLICATION

## Part 1 – Evaluation of Significance

---

Property Name

Community Development Office Use **ONLY**

Project No.

---

Property Address

---

### 5. Description of Appearance:

Date of construction: \_\_\_\_\_ Source of date: \_\_\_\_\_

Date(s) of Alterations: \_\_\_\_\_

Has the building been moved?  yes  no

If so, when? \_\_\_\_\_

### 6. Statement of Significance:

### 7. Photographs and Maps:

Attach photographs and maps to application.

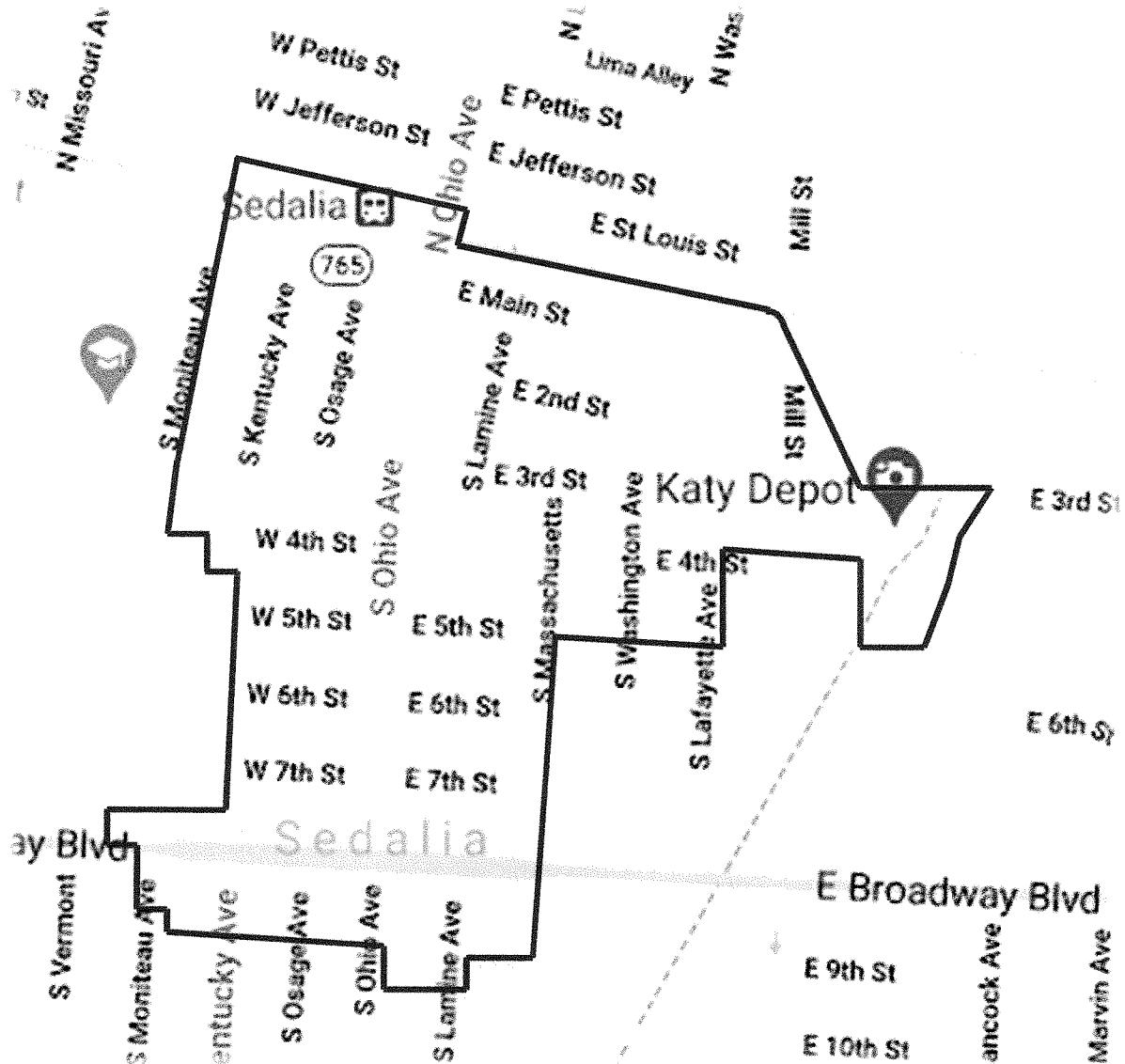
---

Continuation sheets attached:  yes  no

# AWNING MINI GRANT PROGRAM APPLICATION

## Part 1 – Evaluation of Significance

### Attachment A:



**Note:** Only buildings residing within the boundary of the Central Business and Cultural District are eligible for the Awning Mini Grant Program administered by the City of Sedalia. The Awning Mini Grant Program provides a reimbursement of 50% for all approved work conducted on the building's street facing exterior. Reimbursements from City contribution shall not exceed \$5,000.



**CITY OF SEDALIA**  
**Community Development Department**

**AWNING MINI GRANT PROGRAM APPLICATION**  
**Part 2 – Description of Rehabilitation**

Community Development Office Use **ONLY**

**Instructions:** Read the instructions carefully before completing application. No grants will be delivered unless a completed application form has been received. Type or print clearly in black or blue ink. If additional space is needed, use continuation sheets or attach blank sheets. In the event of any discrepancy between the form and other, supplementary material submitted with it (such as architectural plans, drawings and specifications), the application form shall take precedence.

**1. Name of Property:** \_\_\_\_\_

Address of Property: Street \_\_\_\_\_  
City **SEDALIA** County **PETTIS** State **MISSOURI** Zip **65301**

Listed individually in the National Register of Historic Places; give date of listing: \_\_\_\_\_

Located in a Registered Historic District; specify: \_\_\_\_\_

Has Part 1 (Evaluation of Significance) been submitted for this project?  yes  no

If yes, Part 1 date submitted: \_\_\_\_\_ Date of certification: \_\_\_\_\_

**2. Data on Building and Rehabilitation Project**

Date constructed:

Total number of housing units before rehabilitation:

Type of construction:

Number that are low-moderate income:

Use(s) before rehabilitation:

Total number of housing units after rehabilitation:

Proposed use(s) after rehabilitation:

Number that are low-moderate income:

Estimated cost after rehabilitation:

Floor area before rehabilitation:

The application covers phase number \_\_\_ of \_\_\_ phases

Floor area after rehabilitation:

Project/phase start date:

Completion date (est):

**3. Project Contact:**

Name \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ Daytime Telephone No. (\_\_\_\_) - \_\_\_\_\_

**4. Building Owner:**

I hereby attest that the information I have provided is, to my best knowledge, correct, and that I own the property described above. I understand that falsification of factual representations in this application is subject to criminal sanctions of up to \$10,000 in fines or imprisonment for up to five years pursuant to 18 U.S.C. 1001.

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ Daytime Telephone No. (\_\_\_\_) - \_\_\_\_\_

**For Community Development Office Use **ONLY****

The City of Sedalia has reviewed the "Awning Mini Grant Application, Part 2" for the above-named property and has determined:

- That the rehabilitation described herein is consistent with the historic character of the property or district in which it is located and that the project meets agreed upon exterior treatments.
- That the rehabilitation or proposed rehabilitation will meet agreed upon exterior treatments.
- That the rehabilitation described herein is not consistent with the historic character of the property or the district in which it is located and that the project does not meet agreed upon exterior treatments.

Date \_\_\_\_\_

City of Sedalia Authorized Signature \_\_\_\_\_

(660) - 827 - 3000

City of Sedalia Telephone No. \_\_\_\_\_

See Attachments

Property Name

Property Address

**5. Detailed description of preservation work** – Includes all affected architectural features, impacts on existing features and proposed new construction. Complete the blocks below and attached all referenced photographs and/or drawings to the back of this form.

Number 1	Architectural feature _____ Approximate date of feature _____	Describe impact on existing feature:	
Describe the existing feature and its condition:			
Photo no. _____ Drawing no. _____			
Number 2	Architectural feature _____ Approximate date of feature _____	Describe impact on existing feature:	
Describe the existing feature and its condition:			
Photo no. _____ Drawing no. _____			
Number 3	Architectural feature _____ Approximate date of feature _____	Describe impact on existing feature:	
Describe the existing feature and its condition:			
Photo no. _____ Drawing no. _____			
Number 4	Architectural feature _____ Approximate date of feature _____	Describe impact on existing feature:	
Describe the existing feature and its condition:			
Photo no. _____ Drawing no. _____			



**CITY OF SEDALIA**  
**Community Development Department**

*Let's Cross Paths*

**AWNING MINI GRANT PROGRAM APPLICATION**  
**Part 3 – Request for Certification of Completed Work**

Community Development Office Use **ONLY**

**Instructions:** Upon completion of rehabilitation, return this form with representative photographs of the completed work to the City of Sedalia's Community Development Department. If Part 2 has not been submitted in advance of completed project, it must accompany the Request for Certification of Completed work. Type or print clearly in black or blue ink. If additional space is needed, use continuation sheets or attach blank sheets. In the event of any discrepancy between the form and other, supplementary material submitted with it (such as architectural plans, drawings and specifications), the application form shall take precedence.

**1. Name of Property:** \_\_\_\_\_

Address of Property: Street \_\_\_\_\_  
City SEDALIA County PETTIS State MISSOURI Zip 65301

**2. Data on Building and Rehabilitation Project**

Project starting date: \_\_\_\_\_

Rehabilitation of this property was completed and placed in service on: \_\_\_\_\_

Estimated costs attributed solely to the rehabilitation of the awning: \_\_\_\_\_ \$

Estimated costs attributed to new construction, including new additions, site work, parking lots, landscaping etc. \_\_\_\_\_ \$ \_\_\_\_\_

**3. Project Contact:**

Name \_\_\_\_\_  
Street \_\_\_\_\_ City \_\_\_\_\_  
State \_\_\_\_\_ Zip \_\_\_\_\_ Daytime Telephone No. \_\_\_\_\_

**4. Building Owner:**

I hereby attest that the information I have provided is, to my best knowledge, correct, and that I own the property described above. I understand that falsification of factual representations in this application is subject to criminal sanctions of up to \$10,000 in fines or imprisonment for up to five years pursuant to 18 U.S.C. 1001.

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
Street \_\_\_\_\_ City \_\_\_\_\_  
State \_\_\_\_\_ Zip \_\_\_\_\_ Daytime Telephone No. \_\_\_\_\_

**For Community Development Office Use ONLY**

The City of Sedalia has reviewed the "Awning Mini Grant Program Application, Part 2" for the above-named property and has determined:

- That the rehabilitation described herein is consistent with the historic character of the property or district in which it is located and that the project meets agreed upon exterior treatments.
- That the rehabilitation or proposed rehabilitation will meet agreed upon exterior treatments.
- That the rehabilitation described herein is not consistent with the historic character of the property or the district in which it is located and that the project does not meet agreed upon exterior treatments.

\_\_\_\_\_

\_\_\_\_\_

(660) - 827 - 3000  
City of Sedalia Telephone No. \_\_\_\_\_

See Attachments

**AWNING MINI GRANT PROGRAM APPLICATION**  
**Part 3 – Request for Certification of Completed Work**

Property Name \_\_\_\_\_

Community Development Office Use **ONLY**

Project No. \_\_\_\_\_

Property Address \_\_\_\_\_

**Instructions:** Read the instructions carefully before completing. Type or print clearly in black or blue ink. Use this sheet to continue sections of the Part 1 and Part 2 application, or to amend an application already submitted.

This sheet:       continues Part 1       continues Part 2       amends Part 1       amends Part 2

Though recommendation from the Community Development Office, the building owner \_\_\_\_\_.

All design suggestions from the Community Development Office were adhered to by the building owner and we are satisfied with the new awning installed at (building address).

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

Daytime Telephone No. \_\_\_\_\_

**For Community Development Office Use ONLY**

- The City of Sedalia has determined that these project amendments meet the City's Awning Mini Grant Program guidelines.
- The City of Sedalia has determined that these project amendments will meet the City's Awning Mini Grant Program guidelines.
- The City of Sedalia has determined that these project amendments did not meet the City's Awning Mini Grant Program guidelines.

\_\_\_\_\_  
Date

\_\_\_\_\_  
City of Sedalia Authorized Signature

(660) - 827 - 3000

\_\_\_\_\_  
City of Sedalia Telephone No.

See Attachments

**Continuation Amendment Sheet**

**AWNING MINI GRANT PROGRAM APPLICATION**  
**Part 3 – Request for Certification of Completed Work**

Property Name

Community Development Office Use **ONLY**

Project No.

Property Address

**Instructions:** Read the instructions carefully before completing. Type or print clearly in black or blue ink. Use this sheet to continue sections of the Part 1 and Part 2 application, or to amend an application already submitted. Photocopy additional sheets as needed.

---

Property Name

Community Development Office Use **ONLY**

Project No.

## AWNING MINI GRANT PROGRAM APPLICATION

### Part 3 – Request for Certification of Completed Work

Property Address

**Instructions:** Record expenses in the following table. Attach receipts of recorded work to the back of this sheet. Make photocopies of this sheet as necessary.

---

**Total Expenditure Table**

<i>No.</i>	<i>Item</i> Record what type of work was carried out.	<i>Contractor</i> Record the company who carried out the work.	<i>Total Expense</i> Record the total expense of the item by the building owner(s).	<i>City Reimbursement</i> Community Development Office Use <b>ONLY</b>
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Date

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City of Sedalia Authorized Signature

(660) - 827 - 3000

City of Sedalia Telephone No.



## **City of Sedalia – Sedalia Main Streets Incentives for Historic Preservation Mini Grant Program for Awnings**

### **PURPOSE**

The City of Sedalia - Sedalia Main Streets' Mini Grant Program is designed to assist, facilitate and encourage historically appropriate improvements to existing buildings to preserve the integrity of its character defining features while also promoting further economic success within the boundaries of the **Central Business District** (see attached map). By adhering to the Secretary of the Interior's Standards, the City of Sedalia aims to further our commitment in retaining historic setting through the rehabilitation, restoration and maintenance of our buildings and structures.

### **REVENUE**

This grant will provide a standard reimbursement for 50% of the cost for a building's awning up to \$5,000. Properties requiring additional funding beyond the standard reimbursement may be negotiated and are encouraged to apply. Funding is limited.

### **PROCESS**

Prior to receiving the Sedalia Main Streets' mini grant, applicants must receive a certificate of appropriateness. This certificate is required for exterior façade improvements on all structures located within Sedalia's Commercial Historic District and for all new construction to include primary and accessory structures within the designated historic district on the historic district map. Certificates of appropriateness are reviewed by the Sedalia Historic Preservation Commission.

The City of Sedalia's Mini Grant Program is divided into three phases which correspond with Missouri's State Historic Preservation Office criteria for access to State Rehabilitation Tax Credits. The city's Downtown Specialist is responsible for communicating with building owners and developers to ensure each of the three phases is appropriately documented and completed.

Phases include:

- Part one, documentation – City staff will work with the property owner to research and record an overview of the building's history by utilizing historic photographs, Sanborn Fire Insurance Maps, the National Register of Historic Places, among others. Following the historic documentation process, the Downtown Specialist will record the building's current front exterior condition through photographs.

- Part two, scope of work – Downtown Specialist will consult with the building owner to determine what treatments need to be done to ensure the building's structural integrity. Additionally, the Downtown Specialist will make recommendations to the building owner to ensure the historic nature of the building's front exterior is retained. The second portion of the Awning Mini Grant application along with the Certificate of Appropriateness application will be sent to the Sedalia Historic Preservation Commission for their review and possible approval. The Sedalia Main Streets Design Committee will then review part 1 and 2 of the Awning Mini Grant Application. If approved by the Design Committee, the building owner and the City of Sedalia will engage in a contract (see pages 2-3) to ensure agreed treatments are followed. The Downtown Specialist will work with property owner to ensure proper building permits are acquired.
- Part three, completion of work – Following the conclusion of the project, the Downtown Specialist will ensure agreed work has been upheld by the building owner through photographic documentation. If appropriate work has been completed, the City of Sedalia will provide reimbursement per agreement.

## CLASSIFICATION

For this awning mini-grant, the project will be classified as a Minimal Project. The category determines the project's deadline for completion.

Minimal – Project determined to require minor restorative treatments including, but not limited to, painting, tuck pointing, removing graffiti, re-glazing windows, etc. Projects in need of building permits to install signage or awnings may also fall into the *Minimal* category. City staff will work with the building owner to ensure proper building permits are acquired. A project categorized as *Minimal* may also require minor repairs regarding the building's structural integrity. Projects determined to be *Minimal* in scope are required to be completed in **4 months or less** to avoid forfeit of the City of Sedalia's reimbursement.

## CONTRACT

During the second phase of the City of Sedalia's Mini Grant Program, the building owner will engage in a contractual agreement with the city for **5 years**. During the life of the contract, the building owner will be subject to annual inspections to ensure maintenance is upheld. In the contract, the Downtown Specialist will make recommendations regarding appropriate maintenance activities to guarantee the awning's integrity for years to come. Should the building owner neglect awning maintenance during the **5 years** following installation, the city reserves the right to initiate penalty claw-backs to recapture funding at prorated basis.

The contract agreement may be transferred prior to its **5 year** lifespan if the building is sold to a new owner. In the case of contract transfer refusal from the building owner, the city reserves the right to enact claw-backs to recapture prorated project funds.

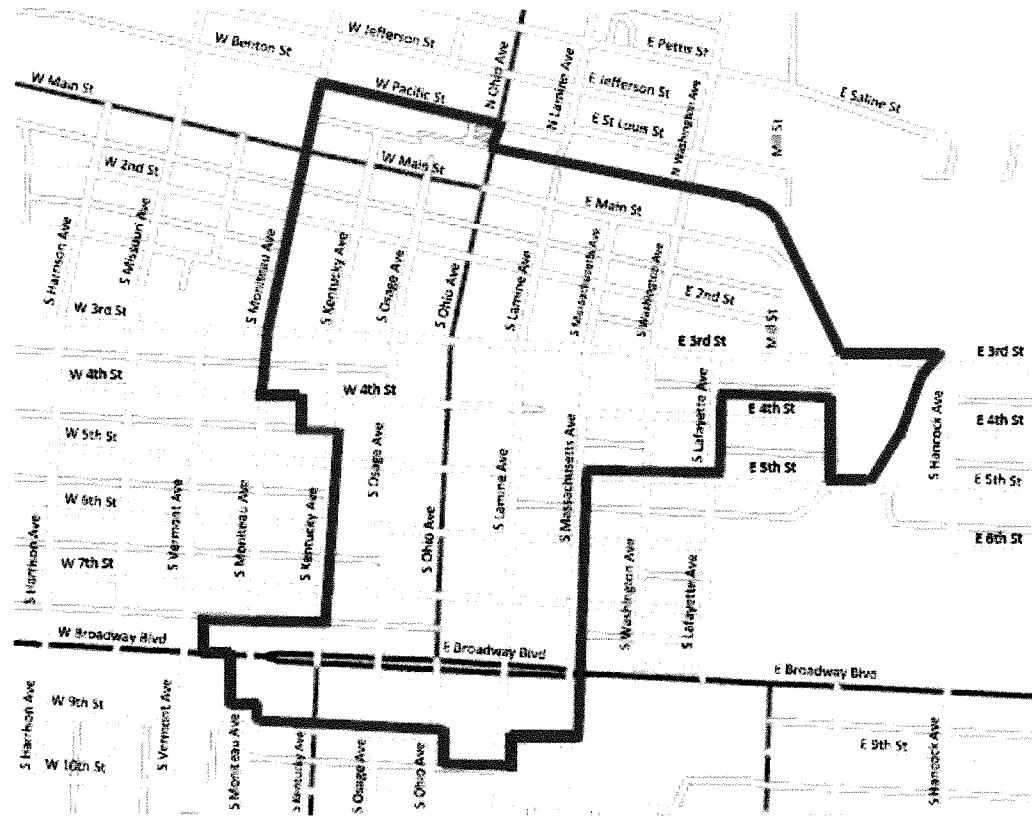
## **ADDITIONAL INFORMATION**

The City of Sedalia offers two larger grants to building owners within the Central Business and Cultural District. The City's **Façade Grant** may cover improvements to the building's forward facing exterior at a standard reimbursement of 50% of the cost up to \$7,500. If a building owner is in need of extensive attention to a building's structural integrity, the City of Sedalia's **Engineer Grant** may be applicable.

If a building owner is interested in pursuing the restoration or rehabilitation of a building's interior, **State and/or Federal Historic Rehabilitation Tax Credits** may also be applicable. The Downtown Specialist will advise client on any possible funding options and act as the liaison between the building owner and third party participants.

For additional information regarding the City of Sedalia's Façade Grant Program, the Mini-Grant Program, Engineer Grant, State and/or Federal Historic Rehabilitation Tax Credits or for assistance in initiating your rehabilitation or restoration project, contact Joleigh Cornine, Planner/Downtown Specialist with the City of Sedalia, (660) 851-7609 or [jcornine@sedalia.com](mailto:jcornine@sedalia.com).

### **Central Business Cultural District**



### ■ Central Business Cultural District (CBCD) Boundary