



**City Council Meeting Agenda**  
**Wednesday, February 21, 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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- A. CALL TO ORDER** – Andrew L. Dawson – Council Chambers
- B. PRAYER & PLEDGE OF ALLEGIANCE**
- C. ROLL CALL**
- D. SPECIAL AWARDS**
  - 1. Badge Pinning – Sedalia Police Department – Michael Elwood – Commander
- E. SERVICE AWARDS/RETIREMENT AWARDS** - None
- I. APPROVAL OF PREVIOUS SESSION MINUTES**
  - A. Council Meeting – February 5, 2024
- II. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES**
  - A. Acceptance of Sedalia Historic Preservation Commission of Minutes of January 17, 2024
- III. ROLL CALL OF STANDING COMMITTEES**
  - A. FINANCE / ADMINISTRATION** – Chairman Chris Marshall; Vice Chairman Jack Robinson
    - 1. Presentation – Calendar Year 2023 & FY 2025 Budget Preview (Kelvin Shaw, Presenter)
    - 2. Application – Pettis County Local Municipality Infrastructure Improvement Grant
      - Council Discussion led by Chairman Marshall
      - R** Call for Resolution authorizing an application to the Pettis County Local Municipality Infrastructure Improvement Grant for 2024 – Mayor Dawson
  - B. PUBLIC WORKS** – Chairman Thomas Oldham; Vice Chairman Chris Marshall
    - 1. Declaration of Results of February 6, 2024 Bond Election
      - Council Discussion led by Chairman Oldham
      - O** Call for Ordinance declaring the results of the Special Bond Election held in the City of Sedalia, Missouri on February 6, 2024 – Mayor Dawson
    - 2. Sales Agreement – Skid Steer – Street – Foley Equipment - \$83,350.00
      - Council Discussion led by Chairman Oldham
      - O** Call for Ordinance Authorizing a Sales Agreement for the purchase of a Skid Steer for the Street Department – Mayor Dawson
    - 3. Authorizing Agreements – Storm Water Improvements – Project areas 13 (Genesis Environmental Solutions, Inc. – (\$455,691.47), 14 (Orr Wyatt Streetscapes – \$488,730.50), 21 (Poort Excavating, LLC – \$147,741.00) and 35 (S & A Equipment & Builders, LLC – \$232,629.83)
      - Council Discussion led by Chairman Oldham
      - O** Call for Ordinance Authorizing an Agreement for Storm Drainage Improvements, Project Area 13 – Mayor Dawson
      - O** Call for Ordinance Authorizing an Agreement for Storm Drainage Improvements, Project

Area 14 – Mayor Dawson

**O** Call for Ordinance Authorizing an Agreement for Storm Drainage Improvements, Project Area 21 – Mayor Dawson

**O** Call for Ordinance Authorizing an Agreement for Storm Drainage Improvements, Project Area 35 – Mayor Dawson

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

**1. Presentation** – 2021 Code Adoption (Devin Lake Presenter)

**2. Authorizing an Agreement** – PST Engineering – Comprehensive Structural Integrity inspections of Downtown Commercial District Historic Buildings - \$1,100/Building as addressed completed Council Discussion led by Chairwoman Foster

**O** Call for Ordinance Authorizing an Agreement for Comprehensive Structural Integrity Inspections of Downtown Commercial District Historic Buildings – Mayor Dawson

**D. PUBLIC SAFETY** - Chairman Jack Robinson; Vice Chairman Steve Bloess – No Report

**IV. OTHER BUSINESS**

**A. APPOINTMENTS** – None

**B. LIQUOR LICENSES**

Renewals:

\*Gloria Ayala dba Tacos Degollado, 813 Thompson Blvd, Liquor by the Drink & Sunday Sales - \$750

\*Benjamin Chaney dba Smoker Friendly, 1700 East Broadway, Packaged Liquor & Sunday Sales - \$450

\*John Swearingen dba Ja Lamy Manufacturing Co, 108 West Pacific, Liquor by the Drink - \$450.00

\*Mandeep Kaur dba Sedalia 66, 120 East 16<sup>th</sup> Street, Packaged Liquor & Sunday Sales - \$450

\*Ravi Patel dba Liquor Locker, 513 West Main Street, Packaged Liquor & Sunday Sales - \$450

**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. BUSINESS RELATED TO CLOSED DOOR MEETING**

**A.** Motion and Second to reopen regular meeting

**B.** Roll Call

C. Approval of Closed-Door Meeting Items

IX. ADJOURN MEETING

A. Motion and second to adjourn meeting

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

If this is the **first time** you have joined a GoToMeeting you will be asked to identify yourself. Please fill in this information. If you would like, and we suggest you do, go ahead and set your preferences to make it easier to join next time. If you are new to GoToMeeting? We suggest to get the app through the following link: <https://global.gotomeeting.com/install/578973061> This will make joining these meetings quick and easy. Once you have followed the link above and identified yourself you will be given options for how you want to join in with **audio**.

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

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

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

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United States (Toll Free): 1 866 899 4679

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United States: +1 (669) 224-3318

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

Access Code: 578-973-061

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

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

**POSTED ON FEBRUARY 20, 2024, AT 3:30 P.M. AT THE SEDALIA MUNICIPAL BUILDING, BOONSLICK REGIONAL LIBRARY, SEDALIA PUBLIC LIBRARY AND ON THE CITY'S WEBSITE AT WWW.SEDALIA.COM**



# OFFICE OF THE CITY ADMINISTRATOR

**To:** Honorable Mayor Andrew L. Dawson & City Council Members  
**From:** Kelvin Shaw, City Administrator *KS*  
**Re:** Agenda items for City Council meeting on Wednesday, February 21, 2024, 6:30 p.m.

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

1. I will give a presentation on the status of the budget development. We will look at the overall financial condition of the City and the budget from a 5,000-foot level to set the stage for the more detailed look at the budget work session on the 26<sup>th</sup>. We will also look at some overriding issues, such as revenue projections and wages, to get consensus on those as a basis for other decisions to be made at the next meeting.
2. In 2000, the voters approved a county-wide one-half percent sales tax for a period of five years. The ballot language included “for the purpose of county road improvements, and street, sewer, water and storm water projects within municipalities within Pettis County.” Every five years since the initial passage, a measure has been taken to the voters to extend the sunset. The information published and promises made, if the voters authorized the tax, consistently identified specific amounts that would be allocated to each municipality, to include \$365,400 each year to Sedalia. Likewise, in keeping with these promises to the voters, quarterly remittances have been received equating to this annual allocation ever since the initial passage. This was until the April of 2023 remittance was due. According to direct statements, this remittance and all subsequent payments were withheld in retaliation for the City availing itself of the court system to settle a genuine dispute over the applicability of public safety codes to county operated facilities. We were told that if the City did not drop this legal action, the County would withhold these funds and use them to pay attorneys to fight this and pay any fines even if the judge ruled in the City’s favor. The judge did rule in the favor of the City and in such ruling included an order that specifically enjoins the County from withholding these pending tax payments. In keeping with the original threat, the County hired a new attorney and have engaged in further tactics to delay the ruling. Further, they have developed this new “application” process for the allocations to municipalities of these funds. Staff recommends approval of a resolution authorizing submittal of an “application” on their forms, while reminding them of the clear voter intent concerning this allocation.

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

1. As we have been discussing in strategic planning sessions and previous council meetings, our North Waste Water Treatment Plant, built on 1940’s technology, is not able to meet the ongoing requirements prescribed by the Environmental Protection Agency (EPA) and the Missouri Department of Natural Resources (MDNR). Therefore, we have negotiated a schedule of compliance with MDNR to replace this plant. The most cost-effective financing available for this project is through the State Revolving Fund (SRF). Municipalities can make applica-

tion to borrow from the SRF for water or waste water projects at a greatly reduced rate. However, we must have voter approval to borrow from the fund. Therefore, at a previous meeting an ordinance was adopted to place on the February 6 ballot an issue seeking such voter approval. We are pleased to report that this measure passed with an overwhelming majority of just over 79%. The County Clerk, as the Election Authority, has sent us the certified results and now Council may, by ordinance, declare the results of the election. The ordinance is needed for inclusion with our application to participate in the SRF program.

2. Part of the necessary equipment to the operations of the street department are skid steers. One such skid steer recently suffered a catastrophic engine failure and is thereby beyond feasible repair. Staff has located a suitable replacement that can be purchased through the cooperative purchasing program of Sourcewell for \$83,350 (net of \$15,000 trade allowance). Since staff found ways to bring other equipment purchases well under the targeted amounts in the budget, this unexpected purchase is within the total so no amendment is necessary. Staff recommends approval.
3. As presented in the strategic plan, we continue to work through the storm water improvement master plan. We have been able to pick off a project or two each year as available funding has allowed. For this fiscal year, we were successful in securing a grant to accelerate the plan. Staff has worked to secure bids for four project areas and recommends award of the projects to the lowest / best bidder for each.

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

1. As discussed in the strategic plans by Chief Building Official, Devin Lake and Fire Chief Matthew Irwin, building and fire safety codes as adopted by the City are two versions and going on the third version behind. The International Code Council (ICC) publishes a comprehensive set of codes that set the industry standards, and are commonly adopted by municipalities by reference to such published standard codes. Adopting these codes by reference, makes them readily accessible and standardized for architects and developers that are already educated on these codes. Likewise, insurance companies and rating agencies assess risk based on these industry standards. Therefore, since the code we currently refer to was published in 2015, and have been updated in 2018, 2021, and are in the process of being updated for 2024, such rating agencies and insurance underwriters will degrade us, or assess a higher level of risk unless we bring these codes up to a more current version.

These codes are written to cover various sizes of communities in a wide variety of climates, threats, and other circumstances. Therefore, they are written to provide some level of flexibility while still maintaining a set of common standards. Therefore, it is common for local governments to have various amendments to make them fit better the local needs.

Staff has been carefully reviewing the 2021 version of these codes and comparing them to the current version we are using. They have prepared a presentation to highlight the changes, and also have prepared updated amendments to modify the 2021 codes upon adoption. These codes, along with the proposed amendments, have been made available and we have been asking for comments. A public meeting, with approximately 60 individuals in attendance, was held specifically to solicit comments and encourage dialog on February 12<sup>th</sup>. The presentation includes the significant changes that would be made in updating to the 2021

codes, along with all comments received, and staff's recommendations. Staff recommends that Council consider each of these areas and reach consensus on adoption of the codes with amendments. This will start a 90-day formal comment period. Then Council can consider an ordinance to adopt around the May or June timeframe. Staff also recommends that we implement a process to allow for period reviews on a more regular basis to ensure such amendments are appropriate for our circumstances. Likewise, this will provide a methodology for architects, developers, contractors, etc. to provide commentary on the effectiveness of the codes and propose further amendments.

It should be noted that we are due for an International Organization for Standardization (ISO) rating update and have been notified it will be scheduled in March. The rater has indicated that they will only be able to consider us up to date on the codes if Council has expressed their intent to update the codes and this 90-day comment period is initiated prior to their arrival.

2. Council acted in 2013 to implement a program to provide structural engineering reports for downtown buildings. This was done to take a proactive approach to public safety after seeing communities dealing with individuals dying in building collapses such as Clinton, and sadly even here in Sedalia. In 1986, here in Sedalia a building collapsed killing two and injuring two others. Then in 2006, a building collapsed in Clinton killing one individual and nine others had to be dug out of the rubble in various states of injury. In 2009 through 2011, three more buildings collapsed in downtown Sedalia, luckily no one was in any of these three buildings at the time they collapsed. However, these real examples of the dangers that could exist but remain unknown to untrained eyes, pushed the City to take action to protect the safety of the citizens from further building collapses. City officials worked with Council to set up a program where the City hires and pays for the cost of a structural engineer to inspect downtown buildings and provide professional advice on the structural integrity of the buildings. This inspection is to be conducted every ten years, so staff has issued a Request For Qualifications (RFQ) to select structural engineers for the update in 2024. Staff recommends engaging PST Engineering for this task and has negotiated a cost of \$1,100 per structure for the work.

**Public Safety Committee** – There are no items for consideration through the Public Safety Committee.



Let's Cross Paths

CITY OF SEDALIA, MISSOURI
CITY COUNCIL MEETING
FEBRUARY 5, 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"

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The Council of the City of Sedalia, Missouri duly met on Monday, February 5, 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:

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

SERVICE AWARDS:

Table with 4 columns: Award Type, Name, Title, Department. Rows include 35 Year Gift Card/Certificate, 15 Year Pin/Certificate, 10 Year Pin/Certificate, 5 Year Pin/Certificate.

Interim Chief of Police, David Woolery stated that Sergeant Beard has held many positions within the Police Department, always steps up when needed and is always volunteering. He approaches all of his duties without complaint or hesitation and is an example of what policing should be.

Interim Chief of Police, David Woolery stated that Officer DeSalme is a valuable member of the Patrol shift, DARE officer and has been successful at establishing relationships in the community. He assists the schools in de-escalating tense situations and is often requested by the School District to assist. He is committed to our schools and can often be found walking the halls talking with students and staff and ensuring that they know that the police are there for them. He also mentors students in his off time.

Assistant City Administrator, Matthew Wirt presented Frankie Vanderpool with his 5 Year service award and stated that Mr. Vanderpool is out there every day ensuring all utilities are working properly.

SPECIAL/RETIREMENT AWARDS: None

MINUTES: The Council Meeting minutes of January 16, 2024 were approved on motion by Oldham, seconded by Robinson. All in Favor.

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES: None

ROLL CALL OF STANDING COMMITTEES:

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

- Mayor Dawson and several Council Members will be attending the MML Legislative conference on February 20, 2024 and the Council Meeting needs to be re-scheduled. Motion by Bloess, second by Foster to re-schedule the meeting to Wednesday, February 21, 2024. All in favor.

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

- The Ordinance amends City Code to authorize the use of design-build processes for water and wastewater projects.

BILL NO. 2024-6, ORDINANCE NO. 11966 - AN ORDINANCE OF THE CITY OF SEDALIA AMENDING THE CITY CODE TO AUTHORIZE USE OF DESIGN-BUILD PROCESSES FOR WATER TREATMENT AND WASTEWATER PROJECTS was read once by title.

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

Final Passage – Motion by Oldham 2<sup>nd</sup> by Marshall. All in favor.

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

- Public Works sought bids for mowing various city-owned properties and received only 1 bid. After reviewing the bid it was discovered that the wrong bid form was used, addendums weren’t acknowledged and insurance documents weren’t provided. Motion by Cross, seconded by Oldham to reject the bid received. All in favor.
- The Lions Club partnered with other civic organizations and raised \$40,200.00 to help offset the cost of putting the City logo on the West water tower. Council previously approved a budget amendment to match the amount raised to allow for adding the logo to both sides instead of one. Staff sought out bids to apply the logos and also for bid alternates to repaint the bowl and to repaint the entire tower. The lowest bid and alternates received were from Viking Painting as follows: Logos only \$23,000.00, logos and repaint bowl \$116,630.00 and logos and repaint entire tower \$231,630.00. Staff recommends a budget amendment in the amount of \$36,630.00 to allow for repainting the bowl. Councilman Robinson and Bloess stated that the project is not an emergency or necessity at this time and should be a discussion item for next year’s budget. Council agreed.

RESOLUTION NO. 2078 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI, STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE THE CITY’S ANNUAL BUDGET FOR FISCAL YEAR 2024 was once read by title on motion by Oldham, seconded by Marshall.

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

- Bill Numbers 2024-7 and 2024-8 related to Resolution Number 2078 were not read, but failed due to the resolution failing.

BILL NO. 2024-7 – AMENDING THE BUDGET FOR THE FISCAL YEAR 2023-2024 REGARDING PUBLIC WORKS WATER TOWER PAINTING.

BILL NO. 2024-8 – AUTHORIZING AN AGREEMENT FOR PAINTING OF CITY LOGO AND TOP TANK ON THE WEST WATER TOWER.

- The annexation and utility services agreements with Michael and Katie Fisher are for connection of properties located at 3100 South New York, 3110 South New York, 3120 South New York, 3130 South New York, 3140 South New York, 3150 South New York, and 3160 South New York to city water. City



Attorney Joe Lauber stated that Council may motion and second to read the titles of the Ordinances twice followed by 1 roll call vote. Bill Numbers 2024-9 thru 2024-15 were read twice by title.

1<sup>st</sup> Reading – Motion by Oldham, 2<sup>nd</sup> by Marshall. All in favor.

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

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

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

BILL NO. 2024-9, ORDINANCE NO. 11967 - 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.

BILL NO. 2024-10, ORDINANCE NO. 11968 - 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.

BILL NO. 2024-11, ORDINANCE NO. 11969 - 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.

BILL NO. 2024-12, ORDINANCE NO. 11970 - 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.

BILL NO. 2024-13, ORDINANCE NO. 11971 - 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.

BILL NO. 2024-14, ORDINANCE NO. 11972 - 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.

BILL NO. 2024-15, ORDINANCE NO. 11973 - 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.

➤ The quote from Micro-comm, Inc. in the amount of \$289,942.00 is for upgrading the SCADA Systems for the Central and Southeast wastewater treatments plants.

BILL NO. 2024-16, ORDINANCE NO. 11974 - AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FOR UPGRADE OF THE SUPERVISORY CONTROL AND DATA ACQUISITION SYSTEM FOR THE CENTRAL AND SOUTHEAST WASTEWATER TREATMENT PLANTS was read once by title.

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

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

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

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

➤ The Animal Shelter requires the use of Veterinary services by contract. The previous contract has expired so staff sent out bids and received only 1 from Spay and Neuter Clinic. The rates increased, but are still below market rates.

BILL NO. 2024-17, ORDINANCE NO. 11975 - AN ORDINANCE AUTHORIZING AN AGREEMENT FOR VETERINARY SERVICES FOR THE SEDALIA ANIMAL SHELTER was read once by title.

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

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

Roll call Vote: Voting “Yes” were Robinson, Oldham, Marshall, Boggess, Hiller, Cross, Foster and Bloess.

No one voted “No”.

- The Assistance to Firefighters Equipment Grant is for the purchase of regulators for SCBA’s issued to Fire Department members.

RESOLUTION NO. 2079 – A RESOLUTION AUTHORIZING THE SEDALIA FIRE DEPARTMENT TO SUBMIT AN ASSISTANCE TO FIREFIGHTERS EQUIPMENT GRANT APPLICATION was read once by title and approved on motion by Oldham, seconded by Foster. All in favor.

- The Safer Grant covers the cost for 6 additional personnel for the Fire Department.

RESOLUTION NO. 2080 – A RESOLUTION AUTHORIZING THE SEDALIA FIRE DEPARTMENT TO SUBMIT AN ASSISTANCE TO FIREFIGHTERS SAFER GRANT APPLICATION was read once by title and approved on motion by Bloess, seconded by Foster. All in favor.

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

- The City has a program that uses Special Business District funds to help offset the cost of restoring facades in the Central Business and Cultural District. Sedalia Main Streets committees have brought forward “awning mini grants” aimed at enticing downtown businesses to replace awnings showing wear. Staff worked with the committees to develop an application process and agreement.

BILL NO. 2024-18, ORDINANCE NO. 11976 - AN ORDINANCE APPROVING AN AWNING MINI GRANT PROGRAM AGREEMENT AND APPLICATION FOR COMMUNITY DEVELOPMENT was read once by title.

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

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

Roll call Vote: Voting “Yes” were Robinson, Oldham, Marshall, Boggess, Hiller, Cross, Foster and Bloess.

No one voted “No”.

**APPOINTMENTS:** None

**BIDS:**

- City logo Application – Water Tower – January 23, 2024
- Mowing of City Properties – January 24, 2024

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

**New:**

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

**Renewals:**

\*Cathy Geotz dba Break time #3079, 2801 West Broadway, Packaged Liquor

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

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

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

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:

Councilman Robinson stated that there was a legal notice in the newspaper from DNR regarding another landfill in Pettis County. Councilman Robinson asked that Council write a letter of non-support to DNR.

Councilwoman Boggess stated that the Black History program has been rescheduled to February 25, 2024 at 3 p.m. at Burns Chapel. Councilwoman Boggess also stated that there will be a Valentines lunch at Burns Chapel on February 14, 2024 and the cost is \$10.

City Administrator Kelvin Shaw stated that the sewer plant tours went well and encouraged everyone to vote on February 6, 2024 at the Pettis County Election Office located on 5<sup>th</sup> street. Councilwoman Foster thanked everyone for putting the tours together.

GOOD & WELFARE:

William Stark, 2109 East Broadway, voiced concern on the \$100 deposit to have water services turned on. Mr. Stark stated that per the Public Service Commission, the deposit isn't necessary and the City is in violation.

Pettis County Presiding Commissioner Bill Taylor provided an update of the 2 landfills trying to get permitted in Pettis County. Kansas City did a study, and they identified 10 spots for landfills, and Pettis County is one of them.

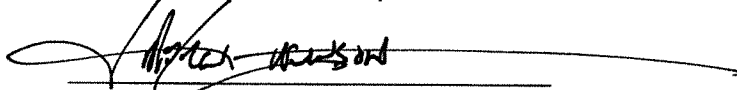
Rene Vance, 19813 Tanglenook, invited everyone to the second Sunday dinner at 11 a.m. at the Senior Center. The price is \$12.00 for adults and \$6.00 for kids.

Cory City urged Council members to attend court any day of the week to see how Code Officials and Police Officers show up unprepared. Mr. City also stated that a lot of people have had court dates postponed due to being over scheduled.

The meeting adjourned at 7:18 p.m. on motion by Oldham, seconded by Foster to a closed – door meeting in the upstairs conference room pursuant to subsections 1 (Legal Advice), 2 (Real State) 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 and adjourned at 7:51 p.m. on motion by Oldham, seconded by Foster. All in favor.

THE CITY OF SEDALIA, MISSOURI

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

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



Sedalia Historic Preservation Commission  
Meeting Minutes – January 17, 2024  
4:00 pm  
Mayor's Conference Room  
200 S Osage Avenue

In attendance:

John Simmons  
Bill Messerli  
Joleigh Cornine

Charles Wise  
Becky Imhauser

1. Bill Messerli opened the meeting at 4:00 pm.
2. Motion by Charles Wise, seconded by Becky Imhauser to approved the minutes from the October 11 and November 8, 2023 minutes. The motion was unanimously approved.
3. Old Business
  - Paul Bruhn Grant – The 708-710 grant application environmental survey questionnaire has been completed and forwarded to the National Park Service. Next four will be forwarded asap. The three non-contributing buildings in the top ten list require that the buildings become contributing in the process. The State Historic Preservation Office stated that the entire district will need to be photographed and reviewed for this to occur. Those three buildings are 104 and 106 West Main and 406 S Ohio.
  - Historic Survey update – Rhonda is continuing to submit surveys. She is behind schedule but still believes that the May deadline will be met.  
Rhonda and John met with SHPO on January 11 and reviewed Rhonda's progress on surveys. SHPO is going to take a different approach for the halfway milestone. In our meeting they discussed extending the grant period to August 30 with the first batch of forms due on February 29 and a check-in meeting shortly thereafter (March 7). They are going to wait to write up an amended grant agreement waiting until after the check-in meeting in case the project scope needs to be amended. Their office still has doubts about the project as written and will consider the 350 forms on Feb. 29 as a hard deadline. If we do not receive the full deliverable we will downgrade the scope of work to a smaller area.
  - Design Guidelines – John passed out the three submittals to the board members for scoring. Need the scores back week of February 5 for compilation so we can send our recommendation to the SHPO office. Once they okay our selection it will go to council for approval by March 15.

- John provided an update on the annual report with remarks back from the reviewer, John Peterson, at the SHPO office: *“I was able to read through your annual report and attachments and all looks good! You all have a great program going and a lot of big projects going on. I appreciate the efforts at training for the commissioners too.”*

#### 4. New Business

- Preservation Brief 16 update - The commissioners briefly discussed the update to Preservation Brief 16 that was provided to the commission in their agenda packet. This brief is an update regarding the use of substitute materials and how they are assessed.

- Landmark discussion

The commissioners considered the application of the Ozark Music Festival Site at the Missouri State Fairgrounds to be designated a landmark by the City. The application was submitted by Dr. Doug Kibburz, Jeff Lujin and Chris Fritz. Dr. Kibburz is organizing a 50<sup>th</sup> anniversary concert weekend in September to commemorate the event.

Motion by Becky Imhauser, seconded by Charles Wise too recommend approval of the landmark designation to the Planning & Zoning Commission and City Council.

**The commission unanimously recommended approval of the designation with all in favor.** The next step is a public hearing and consideration by the Planning and Zoning Commission at their March 6 meeting. It will then go to City Council for final approval April 1. Staff is following the required steps as outlined in the preservation ordinance.

The commission then discussed other potential sites and decided to use Preservation month (May) to create a public input contest to nominate landmark sites in the community which will guide the commission in their selection of the next sites to nominate for landmark status. This would also tie into Main Streets Sedalia efforts.

- Motion to adjourn at 5:00 pm. All in agreement.

Sedalia Historic Preservation Commission  
Ozark Music Festival Site Landmark Nomination  
Report and Recommendation

January 29, 2024

(1) Explanation of the significance or lack of significance of the nominated landmark or *historic* district as it relates to the criteria for designation.

The site is significant as the festival held at the site was the last major summer rock and roll music festival held for following decades. This poorly organized and ill-equipped festival was also a turning point in festival development with the Missouri legislature enacting statutes and provisions to reduce the risk of future events in Missouri communities.

This 1974 music festival drew an estimated 160,000 – 350,000 attendees at Wolfman Jack's invitation to this event. The set list for the festival was a veritable "who's who" of legendary performers of the 1970's whose music still comprises our daily lives.

The festival is still a vivid memory in the lives not only of our residents, who recall the event either with enthusiasm or appall, displaying the generational differences that mark the cultural transitional of the era.

The college was erected on land donated by the founder of Sedalia, George R. Smith's daughters Sarah Smith Cotton and Martha Elizabeth Martin in 1882, opened in 1884, and operated until it burned down April 26, 1925.

(2) Explanation of the integrity or lack of integrity of the nominated landmark or *historic* district.

The proposed landmark site consists of the actual structures, buildings, open fields and roadways that existed at the time of the festival on the Missouri State Fairgrounds. Landmark status is recommended on basis of the integrity of the location and significance to the history of Sedalia, Missouri, the nation and the world..

(3) In the case of a nominated landmark found to meet the criteria for designation:

a. The significant exterior architectural features of the nominated landmark that should be protected.

There are no exterior architectural features that pertain to the actual event. The landmark designation is for the location of the event and not the buildings. This is only an event site nomination. The site is a notable location with historical and, cultural significance, however, no structures are tied to the festival as the structures are germane to the Missouri State Fair.

b. The types of construction, alteration, demolition and removal, other than those requiring a building or demolition permit, which should be reviewed for a certificate of appropriateness.

None. The property is owned by the State of Missouri.

(5) Proposed design guidelines, including minimum maintenance requirements, for applying the criteria for review of certificates of appropriateness to the nominated landmark or *historic* district.

None.

(6) The relationship of the nominated landmark or *historic* district to the ongoing effort of the SHPC to identify and nominate all potential areas and structures that meet the criteria for designation.

Goal 7 of the Historic Preservation Plan for the City of Sedalia states that the Sedalia Historic Preservation Commission is to “develop incentive programs to encourage preservation landmarks, historic districts and neighborhoods” and to “invite public input to designate landmark nominees and promote the program.”

(7) Any initial recommendation as to appropriate permitted uses, special uses, height and area regulations, minimum dwelling size, floor area, sign regulations and parking regulations necessary or appropriate to the *preservation* of the nominated landmark or *historic* district.

There are no recommendations.

(8) A map showing the location of the nominated landmark and the boundaries of the nominated *historic* district.

Attached.

(9) The recommendation and report of the SHPC shall be sent to the planning and zoning commission within seven days following the vote on the resolution and shall be available to the public at the offices of the community development director.



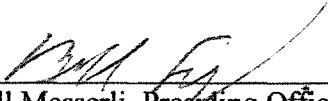
**A RESOLUTION RECOMMENDING THE APPROVAL OF THE OZARK MUSIC FESTIVAL SITE AS A HISTORIC LANDMARK IN THE CITY OF SEDALIA.**

**WHEREAS**, the Sedalia Historic Preservation Commission has reviewed the nomination of Ozark Music Festival site as a historic landmark in the City of Sedalia; and

**WHEREAS**, the Sedalia Historic Preservation Commission has determined that the site of the music festival meets the criteria for the landmark designation as the location was the site of a significant national event; and

**WHEREAS**, the Ozark Music Festival was an event that typified the cultural transitions of the era.

**NOW, THEREFORE, THE SEDALIA HISTORIC PRESERVATION COMMISSION RECOMMENDS THAT THE PLANNING AND ZONING COMMISSION OF THE CITY OF SEDALIA FAVORABLY RECOMMEND TO THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI THE APPROVAL OF THE NOMINATION OF THE OZARK MUSIC FESTIVAL SITE AS A HISTORIC LANDMARK.**

  
\_\_\_\_\_  
Bill Messerli, Presiding Officer  
Sedalia Historic Preservation Commission

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

**A RESOLUTION AUTHORIZING AN APPLICATION TO THE PETTIS COUNTY LOCAL MUNICIPALITY INFRASTRUCTURE IMPROVEMENT GRANT FOR 2024.**

**WHEREAS**, the voters first approved a county-wide sales tax of one half of one percent in April of 2000 for a period of five years; and

**WHEREAS**, the ballot language included “for the purpose of county road improvements, and street, sewer, water and storm water projects within municipalities within Pettis County; and

**WHEREAS**, informational materials, to include statements made as published in newspaper articles and the County five-year plan for the use of the funds, clearly spelled out a specific allocation of funds to each municipality within the county; and

**WHEREAS**, such allocation to the City of Sedalia, as was promised to the voters, has consistently been \$365,400 per year; and

**WHEREAS**, every five years since the measure was first adopted, the voters have approved a five-year extension of the tax; and

**WHEREAS**, during these educational campaigns to encourage the voters to continue the tax, materials have been distributed by the County indicating that the original allocation to municipalities would continue; and

**WHEREAS**, specifically the events leading up to the 2005 election, the County Commission indicated a desire to reduce the Sedalia allocation to \$200,000, however, after public debate, the amount was restored to the original \$365,400, in an apparent move to garner enough support for passage of the measure; and

**WHEREAS**, such allocation to Sedalia has been \$365,400 each year since the original passage in 2000 through the January 2023 quarterly installment; and

**WHEREAS**, Sedalia stopped receiving remittances of these tax revenues in April of 2023; and

**WHEREAS**, according to direct, sworn statements from the Pettis County Presiding Commissioner, the payment was stopped in retaliation for the city seeking a court ruling that the buildings owned by the county that are inside the city limits are subject to public safety codes; and

**WHEREAS**, in July of 2023 the County Commission formally passed a resolution indicating that they would withhold these payments from any City that had any legal action with the County; and

**WHEREAS**, on October 12, 2023 the court issued a ruling that in part “specifically enjoins Defendants from withholding pending tax payments...”, and

**WHEREAS**, subsequent to the judge’s ruling the county entered an appearance from a new lawyer and entered additional motions to delay the finality of such ruling; and

**WHEREAS**, in December of 2023 the City Clerk received a notice of a change to the process of allocating these funds to all municipalities in the County, together with an application form with a deadline for submission of February 1, 2024; and

**WHEREAS**, on January 30, 2024 the City Clerk received a revised application with a revised due date of March 1, 2024; and

**WHEREAS**, it is determined that Sedalia should make a submission of an application in such a way as to point out that the voter intent is clear and the County Commission should honor the voter intent by remitting the to-date retaliatory withheld amounts of \$365,400 along with the normal allocation for the coming year of \$365,400, bringing the total to \$730,800 for 2024.

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

**Section 1.** The Mayor or City Administrator is hereby authorized to submit a Pettis County Local Municipality Infrastructure Improvement Grant Application for 2024 on behalf of the City of Sedalia in substantially the same form and content as attached, and any other documents that are prescribed by Pettis County to obtain an allocation of the County-Wide half percent sales tax, including any agreements, contracts or other documents that are required.

**PASSED** by the Council of the City of Sedalia, Missouri, this 21<sup>st</sup> day of February, 2024.

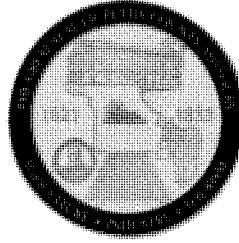
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Presiding Officer of the Council

ATTEST:

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Jason S. Myers  
City Clerk



## Pettis County Local Municipality Infrastructure Improvement Grant Application for 2024

### Section 1. Overview

**Summary:** The County-Wide Half-Cent Sales Tax, effective until September 30, 2025, has been designated for the improvement and maintenance of street, sewer, water, and stormwater projects in Pettis County. To ensure the most cost-effective use of allocated funds, the Commission has implemented a new application process, effective January 1st, 2024.

**Application Requirements:** Each municipality applies and presents a comprehensive plan for the proposed utilization of the allocated funds.

- Allowable: Infrastructure projects to include but not limited to sidewalks, streets, water, sewer projects.
- Not Allowable: Employee salaries and benefits, new capitol improvement projects, payment of loans other than for water and sewer projects.
- All funds are to be used for the appropriated purpose. It will be the responsibility of the entity to refund the county the allocated amount.

**Application Deadline:** Applications are due to the Pettis County Road & Bridge Department front office at 1511 North Ohio, Sedalia, Missouri by EOD March 1st.

- If the entity is applying for more than one project, each project will require an individual application. In the project description, the entity must rank each of their application from highest to lowest priority.

**Review Process:** Upon receipt, the Pettis County Commission will carefully review each submission to determine feasibility and alignment with the objectives outlined for the County-Wide Half-Cent Sales Tax. Additional information or clarification may be requested during the evaluation process.

**Award Date:** Each municipality will be informed via email by April 1<sup>st</sup> for the amount awarded.

**Award Information:** Once awarded, the funds shall be used only within Fiscal Year 2024.

**Eligibility:** City of Green Ridge, City of Houstonia, Village of Hughesville, City of La Monte, City of Sedalia, and City of Smithton are the only entities eligible from this grant opportunity.

**Additional Materials:** Please attach any additional materials (maps, exhibits, etc.) to this application if necessary.

**Section 2. General Information**

**Municipality:**

City of Sedalia

**Mayor or Other Authorized Representative:**

Honorable Andrew Dawson, Mayor

**Email and Phone Number:**

adawson@sedalia.com 660-827-3000

**City Administrator (if any):**

Kelvin Shaw, City Administrator

**Email and Phone Number:**

kashaw@sedalia.com 660-851-7615

**Contact Person (if different from above):**

City Administrator

**Email and Phone Number:**

kshaw@sedalia.com 660-851-7615

**Section 3. Plan Information**

**Planned Project(s) Outline:**

See Attachment A

**Timeline of Project(s):**

Calendar Year 2024

**Estimated Completion Time:**

Calendar Year 2024

**Estimated Cost of Project(s)**

\$4,526,252.00 Total Eligible - Requested Funding \$730,800

**Section 4. Certification**

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**Signature from Authorized Representative**

---

**Date**

Pettis County Local Municipality Infrastructure  
Improvement Grant Application for 2024  
Attachment A

Section 3. Plan Information

It remains the City of Sedalia's position that the voter intent is clearly and consistently defined in the education materials provided for the original ballot measure, as well as the extensions of the sunsets requiring voter approval every five years.

One example includes an article published in the Sedalia Democrat right before the latest election providing several quotes of each of the County Commissioners, as well as, former Presiding Commissioner Todd Smith serving as "chairman of the committee supporting passage of the extension". Here is a portion of that article.

*Former state Rep. Todd Smith, who serves as chairman of the committee supporting passage of the extension, was the Pettis County presiding commissioner when the measure was first passed. "I think Pettis County is at a critical juncture, we can continue growing and take advantage of our recent successes, or we can start backsliding and struggle in the future," Smith said via email. "With this unique revenue sharing program, in which not only does Pettis County benefit, but every community in Pettis County benefits as well." While some of the revenue collected by Pettis County is used for county projects, a portion is split among the county's municipalities. The City of Sedalia is projected to receive \$365,400 and the City of Smithton will receive and estimated \$79,800. "The City of Smithton alone has used these funds to replace 232 water meters, perform maintenance on storm and drainage systems, purchased updated equipment, and asphalted their major streets," Baeza said. Estimated revenue projections for other municipalities, according to Marcum, include \$26,100 to Hughesville, \$42,450 to Houstonia, \$149,000 to La Monte, and \$67,800 to Green Ridge.*

Also of note, is when reviewing the history of this tax was an article in 2000 where the Presiding Commissioner was quoted indicating that if the tax was passed, high on the list of projects it would fund is the extension of Winchester Road to 32<sup>nd</sup> Street. The article continues on and states "With approval, Sedalia will receive \$365,000 each year to better city streets."

Further evidence of voter intent is implied by the fact that consistently roughly half of the citizens and registered voters of Pettis County reside in the City of Sedalia and those numbers are even greater for those that live just on the outskirts of the city limits. Likewise, the vast majority of the economic activity generating this tax is from within Sedalia city limits. Therefore, one could argue that the vast majority of the roads used by those voting for and paying the tax are in Sedalia. Thereby a significant portion of the funds should be made available for these streets.

The City of Sedalia, respectfully requests that the Pettis County Commissioners honor what was told to the voters to encourage them to vote for this tax and the promises made by the Commissioners to such voters if the tax was authorized by them. Therefore, Sedalia requests the funds withheld in 2023 of \$365,400 to fund projects in the City's current fiscal year ending March 31, 2024 budget which includes over \$5.5M of transportation spending that was budgeted and expended based on in part the receipt of this funding. Further, Sedalia requests at least another \$365,400 to fund projects in calendar year 2024



(Pettis County’s fiscal year). These funds will be again used to augment the other funds Sedalia allocates to transportation projects such as the following:

Street Department Maintenance Crews, Materials, & Equipment	\$4,100,000
Materials for Paving Projects Identified	\$2,550,000

The number of projects that will be able to be funded will be directly dependent upon the level of funding allocated from these funds. It is anticipated that if a like amount that has been historically allocated of \$365,400, then the total funded projects will be a like amount of the current fiscal year of \$5.5M.

If the Commissioners would like to see specific projects identified and budget details, that is certainly available.

In summary, Sedalia requests at least \$730,800 to offset approximately 6.6% of the total spending on street projects within Sedalia within Pettis County in calendar year 2024.

Since the County Commission has revised their application and added requirements, this additional information is added.

The new added requirements indicate, employee salaries and benefits and new “capitol” improvement projects are not allowable. Not being sure what constitutes “new capitol improvement projects” and assuming you meant “capital”, we will add clarity.

Materials only for the following resurfacing projects are as follows:

Non Personnel Street Department Expenditures	1,691,252.00
Grand - 20th to 24th	130,000.00
Grand - Main to 65 Hwy	290,000.00
Kentucky - 16th to 20th	95,000.00
Egineer - Reine to Tower	140,000.00
Ingram - 16th to South City Limits	270,000.00
Emmett - Broadway to Tower	240,000.00
Adams / ProEnergy Drive - Cherry Tree to Eagleview	205,000.00
Reine - Cedar to Engineer	55,000.00
24th - Ingram to New York	275,000.00
Park - 32nd to South City Limits	85,000.00
Sedalia Rd & Georgetown Rd Intersection	15,000.00
Total Road Resurfacing Projects	<u>3,491,252.00</u>

Anticipated Contracted Materials & Labor for Sidewalk Repairs are as follows:

Sidewalk Repair / Replacement Funding Level	500,000.00
Sidewalk State Fair Blvd - 50 Hwy - 3rd - 65 Hwy	310,000.00
Sidewalk 65 Hwy - 7th to Liberty Park Blvd	225,000.00
Total Sidewalk Repair Projects	<u>1,035,000.00</u>

In total from just these line items that clearly meet the stated requirements 4,526,252.00

These are just a subset of the most needed areas identified and less than half of them will be able to be funded without any assistance.

Again, not being sure what constitutes new capital improvements and why that was determined to be ineligible in your eyes, particularly since the original promise made to the voters if the measure passed was to extend Winchester South, we list the following projects that we have identified to improve transportation in and around Sedalia, benefiting Pettis County residents.

65 Hwy & Sacagawea Traffic Light		400,000.00
32nd & Limit Lane Additions / Improvements	Cost Share	750,000.00
65 Hwy & Sacagawea Traffic Light		400,000.00
N. Harding & Booneville Hwy 50 to Airport		1,000,000.00
Pro-Energy to Oak Grove		2,500,000.00
16th & Winchester To Sacajawea		<u>4,000,000.00</u>
Total Traffic Improvement Projects		9,050,000.00

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

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

**AN ORDINANCE DECLARING THE RESULTS OF THE SPECIAL BOND ELECTION HELD IN THE CITY OF SEDALIA, MISSOURI ON FEBRUARY 6, 2024.**

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

**Section 1.** That it is hereby found and declared that the vote at the special election held in the City of Sedalia, Missouri, on Tuesday, February 6, 2024, on the following question:

**QUESTION**

**Shall the City of Sedalia, Missouri issue its sewer revenue bonds in the amount of \$60,000,000 for the purpose of acquiring land and easements for its sewer system, and constructing, renovating and improving its sewer system, including (a) the elimination and replacement of the current North Waste Water Treatment Plant with new or expanded and upgrading other waste water treatment plants to comply with increasing State and Federal requirements and (b) sewer main improvements to reduce stormwater infiltration allowing for the reduction in the size of the replacement waste water treatment plants needed and the reduction of expected operating costs?**

Resulted as follows:

Yes  
760

No  
201

**Section 2.** That it is hereby found and declared that more than a simple majority of the qualified voters of the City voting on the Question at said election voted in favor of said question and it thereby passed.

**Section 3.** That attached hereto as Exhibit A is a full, true and correct copy of the ballot used at said election.

**Section 4.** That attached hereto as Exhibit B is a full, true and correct copy of the certification of votes cast at said election received from the County Clerk of Pettis County, that said certification of votes is the final and last certification of votes for said election, and that said certification of votes constitutes the official returns of the election pursuant to Section 115.507 (2) of the Comprehensive Election Act, Revised Statutes of Missouri, as amended.

**Section 5.** 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 21<sup>st</sup> day of February 2024.

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

Approved by the Mayor of said City this 21<sup>st</sup> day of February 2024.

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

ATTEST:

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

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JUDGE'S INITIALS

OFFICIAL BALLOT  
SPECIAL ELECTION  
PETTIS COUNTY, MISSOURI  
TUESDAY, FEBRUARY 6, 2024

1

-Using black ink, completely fill in the **BOX** next to the response of your choice like this:

-If you are in favor of the question, darken the **BOX** by "YES".

-If opposed of the question, darken the **BOX** by "NO".

-If you make a mistake on your ballot, return it to the election judge to receive a new one.

**CITY OF SEDALIA**

**QUESTION**

Vote for one

"Shall the City of Sedalia, Missouri issue its sewer revenue bonds in the amount of \$60,000,000 for the purpose of acquiring land and easements for its sewer system, and constructing, renovating and improving its sewer system, including (a) the elimination and replacement of the current North Waste Water Treatment Plant with new or expanded and upgrading other waste water treatment plants to comply with increasing State and Federal requirements and (b) sewer main improvements to reduce stormwater infiltration allowing for the reduction in the size of the replacement waste water treatment plants needed and the reduction of expected operating costs?"

**Yes**

**No**

SPECIAL ELECTION  
PETTIS COUNTY, MISSOURI  
TUESDAY, FEBRUARY 6, 2024  
County Clerk Election Authority Nick La Strada  
OFFICIAL RESULTS

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STATISTICS	TOTAL
Registered Voters	12465
Ballots Cast	961
<b>Voter Turnout</b>	<b>7.71%</b>

CITY OF SEDALIA QUESTION

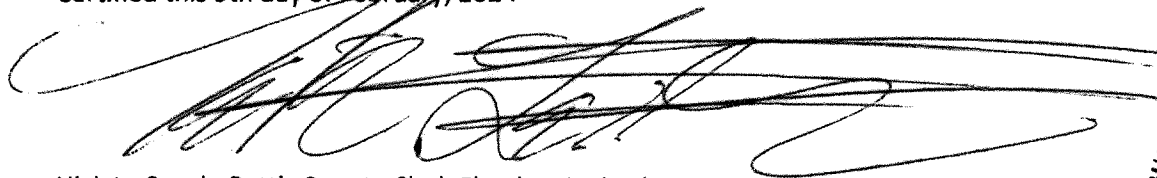
	TOTAL	VOTE %
YES	760	79.08%
NO	201	20.92%

Absentee	514
Election Day	447
Ballots Cast	961

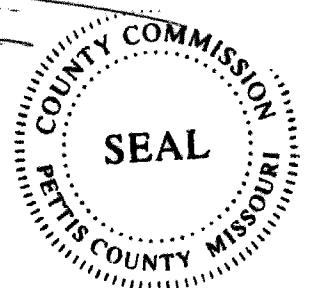
**Certificate of Election Results**

I, Nick La Strada, County Clerk/Election Authority of Pettis County, Missouri, do hereby certify that the following is a full and accurate return of all votes cast for all issues at said election as certified to me by the duly qualified and acting judges of said election.

Certified this 9th day of February, 2024



Nick La Strada Pettis County Clerk Election Authority



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

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

**AN ORDINANCE AUTHORIZING A SALES AGREEMENT FOR THE PURCHASE OF A SKID STEER FOR THE STREET DEPARTMENT.**

**WHEREAS**, The City of Sedalia, Missouri, has received a sales agreement from Foley Equipment Company; and

**WHEREAS**, under the attached agreement, the City of Sedalia, Missouri, shall pay Foley Equipment Company the sum and amount of Eighty-three Thousand Three Hundred Fifty dollars (\$83,350.00) for a 2024 Caterpillar D299 Skid Steer for the Street department as more fully described in the agreement attached to this ordinance and incorporated by reference herein.

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

**Section 1.** The Council of the City of Sedalia, Missouri, hereby approves and accepts the sales agreement by and between the City of Sedalia, Missouri, and Foley Equipment Company in substantively the same form and content as the agreement has been proposed.

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

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

**Section 4.** This ordinance shall 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 21<sup>st</sup> Day of February 2024.

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

Approved by the Mayor of said City this 21<sup>st</sup> Day of February 2024.

ATTEST:

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

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



Let's Cross Paths

## City of Sedalia

200 S. Osage

Sedalia, MO 65301

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

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To: Kelvin Shaw, City Administrator  
Jessica Pyle, Finance Director  
Through: Mathew Wirt, Assistant City Administrator  
From: Justin Bray, Public Works Operations Director  
Date: February 7<sup>th</sup>, 2024  
Subject: Purchase of Skid steer

The Public Works Department, Street Division, is requesting approval to purchase a skid steer from Foley Equipment 1040 Sedalia Road, Sedalia Mo 65301. The requested item is to replace a skid steer within the street department's fleet of equipment that recently suffered a catastrophic and disabling engine failure. Due to age and number of hours on the disabled skid steer the cost to repair is beyond practical. Public Works researched options and found Foley Equipment offered a favorable trade to the City of Sedalia for the disabled skid steer. Allowing for the trade the net purchase price is \$83,350 and the price includes a warranty for 2 years or 2000 hrs. The purchase would be funded through account 20-64-351-00. The quote is attached.

During the current fiscal year the Public Works Street Division worked to find cost effective ways to replace an aging fleet with quality used trucks due to supply chain issues. This process allowed funds to be available for the purchase of a replacement skid steer without a budget amendment.

Public Works utilized the cooperative procurement process of Sourcwell #193317 (formerly NJPA) in the purchase of this piece of equipment, which complies with the City's Financial Management Policy. Staff recommends accepting the Sourcwell contracted price and purchasing the Caterpillar D299 Skid Steer.



# SALES AGREEMENT

DATE Jan 22, 2024

Foley Equipment Company, 1550 S. West Street, Wichita, KS67213 Phone: (316) 943-4211

CUSTOMER	CITY OF SEDALIA		
STREET ADDRESS	200 S OSAGE		
CITY/STATE	SEDALIA, MO	COUNTY	PETTIS
POSTAL CODE	65301-4334	PHONE NO.	660-827-3000
CUSTOMER CONTACT:	EQUIPMENT	JUSTIN BRAY	
	PRODUCT SUPPORT	JUSTIN BRAY	
INDUSTRY CODE:	LEGISLATIVE BODIES	PRINCIPAL WORK CODE	
	(CITY/COUNTY) (9121)		

CUSTOMER NUMBER	030820	Sales Tax Exemption # (if applicable)	12493333	CUSTOMER PO NUMBER (For reference only)	
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PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)					
NET PAYMENT ON RECEIPT OF INVOICE	<input type="checkbox"/>	NET ON DELIVERY	<input type="checkbox"/>	FINANCIAL SERVICES	<input type="checkbox"/> CSC <input type="checkbox"/> LEASE
CASH WITH ORDER	\$0.00	BALANCE TO FINANCE	\$0.00	CONTRACT INTEREST RATE	0
PAYMENT PERIOD		PAYMENT AMOUNT	0.00	NUMBER OF PAYMENTS	0
				OPTIONAL BUY-OUT	\$0.00

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED					
MAKE: CATERPILLAR	MODEL: 299D3XPS2C	YEAR: 2024			
STOCK NUMBER: WGN1069	SERIAL NUMBER: 0P3R02363				
299D3 CTL DCA6E	633-4126	BATTERY, EXTRA HEAVY DUTY, DISC	568-5612	COUNTERWEIGHT, MACHINE, EXTERNAL	345-5148
2024 MODEL		REAR LIGHTS	356-6082	OIL, HYDRAULIC, COLD OPERATION	418-9011
299D3 COMPACT TRACK LOADER	597-4541	DOOR, CAB, POLYCARBONATE	586-1308	SHIPPING/STORAGE PROTECTION	0P-2266
CAB PACKAGE, ULTRA	588-9140	SEAT BELT, 2"	542-6994	BKSSLGP86T - WGN02874	0P0096
HYDRAULICS, PERFORMANCE, (H3)	512-4414	PRODUCT LINK, CELLULAR PL641	573-8121		
CONTROL, ISO, PROP, WT	512-4115	QUICK COUPLER, HYDRAULIC	512-3401		
LIGHTS, LED	495-1671	CERTIFICATION ARR, P65	563-1163		
RUBBER BELT, 2 SPD, TF IDLERS	357-0240	HEATER, ENGINE COOLANT, 120V	345-3556		
ROPS, ENCLOSED WITH A/C (C3)	512-3368	INSTRUCTIONS, ANSI, USA	512-4284		
DISPLAY, ADVANCED, LCD, CAMERA	465-3705	FILM, SELF LEVEL, ANSI	435-9238		
FAN, COOLING, DEMAND, REVERSING	579-8782	TRACK, RUBBER, 450MM (17.7IN) BLCK	389-7672		
SEAT, AIR SUSPENSION, CLOTH, HEAT	536-9738	RIDE CONTROL	512-3491		
FILM, TWO SPEED W/HIGH FLOW XPS	568-4704	FILM, RIDE CONTROL, ANSI	422-3445		
STANDARD RADIO (12V), BLUETOOTH	345-6180	SERIALIZED TECHNICAL MEDIA KIT	421-8926		
DEBRIS MGMT PKG, NONE (DM0)	512-4089	PACK, DOMESTIC TRUCK	0P-0210		

TRADE-IN EQUIPMENT				SELL PRICE	
MODEL: 289 - CATERPILLAR(AA)	YEAR: 2015	SN: TAW03534		\$98,350.00	
PAYOUT TO:	AMOUNT: \$	PAID BY: Dealer		EXT WARRANTY Included	
MODEL:	YEAR:	SN:		CSA Included	
PAYOUT TO:	AMOUNT:	PAID BY:		LESS GROSS TRADE ALLOWANCE (\$15,000.00)	
MODEL:	YEAR:	SN:		NET BALANCE DUE \$83,350.00	
PAYOUT TO:	AMOUNT:	PAID BY:		PLUS APPLICABLE TAXES CALCULATED AT DELIVERY \$83,350.00	
MODEL:	YEAR:	SN:		ACH Information:	
PAYOUT TO:	AMOUNT:	PAID BY:		Bank = Wells Fargo NA	
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY FOLEY AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.				ABA number 121000248	
CUSTOMER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO FOLEY AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.				Account number 4121956387	
				Email remittance advice to ACHPMTS@foleyeq.com	
				Customer responsible for all applicable taxes at the time of delivery.	

<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY	INITIAL	<input type="checkbox"/> USED EQUIPMENT WARRANTY	INITIAL
<p>The Customer acknowledges that they have received a copy of the Foley Equipment Company and/or Caterpillar Warranty as applicable and have read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The Customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.</p> <p>Warranty applicable including expiration date where necessary: 24 Month 2000 Hour Premier</p> <p>60M/2500hr pre w/ travel EP240119-001</p>		<p>All used equipment is sold as is where is and no warranty is offered or implied except as specified here:</p> <p>Warranty applicable:</p>	
CSA: CVA BASIC NO OIL 1000 HOURS/2 YEAR			
NOTES:			

This order is not valid until approved by Sales Manager

**THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE NEXT PAGE**

Foley Equipment Company

PURCHASER

ORDER RECEIVED BY	<u>Smith, Matt</u>	APPROVED AND ACCEPTED ON	<u>CITY OF SEDALIA</u>
	REPRESENTATIVE		PURCHASER
	SALES MANAGER	BY	SIGNATURE



## TERMS AND CONDITIONS

**1. Agreement.** This Agreement, when accepted by Foley, shall become a binding contract, and may not be revoked by the Customer. Foley's performance per this Agreement shall be subject to strikes, lockouts, accidents, fire, delays in manufacturing or transportation, acts of God, embargoes, pandemics or governmental action, or any other causes beyond the control of Foley, and any of said causes shall absolutely absolve Foley from any liability to the Customer under the terms hereof.

**2. Payment and Representations.** Unless the Equipment is paid in full in cash at the time of delivery, Foley retains and Customer hereby grants to Foley a purchase-money security interest in the Equipment, including all accessories, spare parts, special fittings, and tools thereof, and all additions, accessions, increases, improvements, renewals, substitutions, or replacements thereof (collectively, the "Collateral"), together with all proceeds from any sale or other disposition of all or any part of the Collateral to secure the full amount owed therefore, together with all interest, fees, and penalties. Unless Customer shall execute a separate security agreement with Foley covering the Collateral, this Agreement shall constitute a security agreement for the Collateral. Promptly upon request, Customer agrees to execute a note or other evidence of Customer's indebtedness for the Collateral, which shall only constitute evidence of such indebtedness and not a payment or satisfaction of such indebtedness. Promptly upon request, Customer shall, at its expense, do any act and execute, acknowledge, deliver, file, register, record, and ratify all documents requested by Foley, in Foley's discretion, to perfect Foley's security interest in the Collateral, including but not limited to, any financing statements. Customer hereby irrevocably appoints Foley its attorney-in-fact, which such appointment shall be coupled with an interest, to do such acts and to execute and file all such documents on Customer's behalf, which power is coupled with an interest, and which power is delegable by Foley. Customer acknowledges that Foley's signature or the signature of its delegate on such documents to be the same as Customer's own for all purposes and with the present intent to authenticate the document. Customer represents and warrants to Foley that (a) Customer has the power to make, deliver, and perform under this Agreement, (b) the person executing this Agreement is authorized to do so on behalf of Customer, (c) this Agreement constitutes a valid obligation of Customer, legally binding upon it and enforceable in accordance with its terms; (d) all credit, financial, and other information submitted to Foley in connection with this Agreement is and shall be true, correct, and complete; (e) the Customer: if an individual, has his or her principal residence in Kansas or Missouri, or in state otherwise indicated on the front of this Agreement, if a registered entity, is registered under the laws of the State of Kansas or Missouri, or in state otherwise indicated on front of this Agreement; if a non-registered entity, has its principal place of business in Kansas or Missouri, or in state otherwise indicated on front of this Agreement; (f) Customer's name set forth on the front of this Agreement is Customer's full, legal name; and (g) the Collateral is and shall remain located in the State of Kansas or Missouri or state otherwise indicated on the front of this Agreement. A breach by Customer in the terms, representations, or warranties of this Agreement or the terms of any invoice for the Equipment hereunder, including but not limited to, failure to pay in full the amount owed for the Equipment within the time periods stated herein or on any such invoice, shall constitute an event of default, and all amounts owing to Foley shall be immediately due, and Foley shall have all rights and remedies in law or in equity, including but not limited to, the Kansas or Missouri Uniform Commercial Code, and as set forth herein. In the event of Customer default of this Agreement, Foley shall be entitled to recover all costs, losses and expenses, including attorney's fees relating to the default and exercise of Foley's remedies.

**3. Delivery and Taxes.** Unless Shipment is provided by Foley, Foley's responsibility for shipment ceases upon delivery to the transportation company and any claims for shortages, delays or damages occurring thereafter shall be made by the Customer direct to the transportation company. Any claims against Foley for shortages in shipments shall be made within fifteen days after receipt of shipment. Customer shall be responsible for all taxes calculated at the time of delivery of the Equipment.

**4. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.** Customer understands and agrees that Foley is not the manufacturer of the Equipment; the Equipment is of a size, design, capacity, description, and manufacture selected by Customer; Customer is satisfied that the Equipment is suitable and fit for its purposes. The Equipment described herein as "new" is sold subject to such warranties as are made in writing by the manufacturer of the Equipment thereof. Except to the extent a special warranty is made by Foley in writing and executed by Foley's authorized representative, FOLEY MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE EQUIPMENT, MATERIALS CONTAINED IN THE EQUIPMENT, OR CUSTOMER'S USE THEREOF, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. FOLEY SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED HEREUNDER, WHETHER AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, OR BENEFITS OF USE OR LOSS OF BUSINESS, EVEN IF FOLEY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THE MAXIMUM EXTENT OF FOLEY'S LIABILITY TO CUSTOMER SHALL BE THE TOTAL AMOUNT OF ANY PAYMENTS MADE BY CUSTOMER TO FOLEY, HEREUNDER.

**5. Consumer Laws.** The laws of certain jurisdictions prohibit the limitation of certain warranties and the remedies and damages for the breach of such warranties. If any provision of this Agreement is in conflict with any statute or rule of law of any state or district in which jurisdiction may lie for enforcement, then such provision shall be deemed null and void to the extent but only to the extent that it may conflict therewith; and the remaining provisions hereof shall not be invalidated, but may be reformed by the court to the extent necessary to protect the rights of the parties.

**6. Rental Purchase Option.** If the Equipment is being rented by Customer pursuant to a Foley rental agreement with an option to purchase the Equipment, this Agreement shall become effective when Customer notifies Foley of its intent to purchase the Equipment under the rental agreement.

**7. Laws.** This Agreement shall be governed by the laws of Kansas or Missouri. The provisions of the United Nations on Contracts for the International Sale of Goods are expressly excluded from this Agreement. Customer shall comply with all applicable US laws, including but not limited to, export and anti-bribery laws such as the Foreign Corrupt Practices Act.

**8. Privacy Statement.** Customer consents to the collection, use, retention and disclosure of information by Foley and its parent, subsidiary and affiliated entities (collectively, "Foley Entities") in accordance with applicable law, and agrees that such information may be accessed by the Foley Entities and their partners and manufacturers with a legitimate business reason to access it, as well as third parties who may process such information on their behalf. Caterpillar's Data Governance Statement, together with Caterpillar's Global Privacy Statement and any applicable Caterpillar Privacy Notices for its digital offering subscriptions, describes Caterpillar's practices for collecting, sharing and using data and information relating to machines, products or other assets and their associated worksites—for example to enable Cat® Connect and other Digital Offerings. The Data Governance Statement also describes how Caterpillar may perform remote diagnostics and make available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for your assets and devices. By providing data and information to Foley as described herein or to Caterpillar as described in Caterpillar's Data Governance Statement at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html> you agree to its terms as it may be revised from time to time.

**9. Consignment.** If this is a sale of consignment Equipment, Customer acknowledges and understands that Foley is acting only as an agent of the seller/owner of the Equipment in this sales transaction. Therefore, for the purposes of the consignment sale only, the term "Foley" in this Agreement shall apply to both Foley Equipment Company and the seller/owner of the Equipment.

**10. Assignment and Entire Agreement.** Foley may assign this Agreement to a third party. This Agreement covers all agreements between the parties related to this transaction. Foley is not bound by any representative or terms made by any agent related to this transaction which are not contained herein.

Customer's Initials \_\_\_\_\_

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

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

**AN ORDINANCE AUTHORIZING AN AGREEMENT FOR STORM DRAINAGE IMPROVEMENTS, PROJECT AREA 13.**

**WHEREAS**, The City of Sedalia, Missouri, received a proposal from Genesis Environmental Solutions, Inc.; and

**WHEREAS**, under the proposal, the City of Sedalia, Missouri, shall give the sum and amount of Four Hundred Fifty-five Thousand Six Hundred Ninety-one dollars and Forty-seven cents (\$455,691.47) to Genesis Environmental Solutions, Inc. for Storm Drainage Improvements, Project Area 13 contained in Project No. 2021-160A, dated May 17,2022 as 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 Genesis Environmental Solutions, Inc. in substantively the same form and content as the agreement has been proposed.

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 21<sup>st</sup> day of February 2024.

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

Approved by the Mayor of said City this 21<sup>st</sup> day of February 2024.

ATTEST:

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

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



Let's Cross Paths

## City of Sedalia

200 S. Osage

Sedalia, MO 65301

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

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To: Kelvin Shaw, City Administrator  
Through: Matthew Wirt, Assistant City Administrator *MW*  
From: Jeremy Stone, Public Works Project Manager  
Date: February 14, 2024  
Subject: 2021-160A Storm Drainage Improvements Project Area 13

The Public Works Department received six (6) bids for the above mentioned project ranging from \$455,691.47 to \$684,012.03. Funds for this project were acquired through Missouri Department of Natural Resources ARPA grant program.

Bidders included:

- Cale Seymore Construction, LLC.- Base bid-\$551,901.77. Base bid with Alternate- \$547,511.36
- Corbett Construction- Base bid-\$684,012.03. Base bid with Alternate-No Bid
- Earthworks Excavating and Associates LLC- Base bid- \$486,173.00. Base bid with Alternate-\$486,353.48
- Genesis Environmental Solutions, Inc.- Base bid \$475,788.56. Base bid with Alternate- \$455,691.47
- Orr Wyatt Streetscapes- Base bid \$497,076.00. Base bid with Alternate- \$492,423.00
- Stockman Construction Corp.- Base bid \$597,570.00. Base bid with Alternate- \$589,140.00

Genesis Environmental Solutions, Inc., whose primary office is 8422 S. 7 Hwy., Blue Springs, MO 64014 was the low bidder.

Genesis Environmental Solutions, Inc. has not previously completed work for the City, but the Public Works Department was able to contact two of the references provided and was told Genesis Environmental Solutions, Inc. performed good work on past projects.

The Public Works Department recommends approval of the low base bid with the alternate in the amount of \$455,691.47.

Thank you for your consideration.

## PROPOSAL

### TO THE CITY OF SEDALIA, MISSOURI:

Pursuant to and in compliance with the Notice to Contractors and having examined the plans and specifications with related documents and the site(s) of the proposed work, the undersigned bidder proposes and agrees, if this proposal is accepted, to furnish all labor, materials, tools, supplies, equipment and supervision and to do all other work necessary for the **STORM DRAINAGE IMPROVEMENTS – PROJECT AREA 13, Project 2021-160A, dated May 17, 2022**, as noted in these contract documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Unit Cost	Amount
1	Mobilization	1	LS	13,312.99	13,312.99
2	Demolition and Site Preparation	1	LS	9100.47	9100.47
3	Traffic Control	1	LS	2330.54	2330.54
4	Construction Staking	1	LS	7261.94	7261.94
5	Embankment	125	CY	19.74	2467.50
6	Excavation	100	CY	24.70	2470.00
7	Type 1 Curb & Gutter	190	LF	64.36	12,228.40
8	Type CG-2 Curb & Gutter	177	LF	66.31	11,736.87
9	Remove and Replace Asphalt Pavement	378	SY	138.02	52171.56
10	Concrete Driveway (6")	76	SY	125.19	9764.82
11	Gravel Driveway (6")	17	SY	64.29	1092.93
12	Concrete Sidewalk (4")	150	SF	24.20	3630.00
13	Handicap Ramp	6	EA	1893.93	11263.58
14	Water Main Replacement	40	LF	594.79	23791.60
15	4'x3' Non-Setback Inlet	3	EA	8314.85	24944.55
16	4'x4' Non-Setback Inlet	1	EA	9547.15	9547.15
17	4'x4' Type A Curb Inlet	6	EA	7710.44	38552.20
18	4'x5' Type A Curb Inlet	2	EA	9282.35	18564.70
19	5'x7' Type A Curb Inlet	1	EA	14,666.63	14,666.63
20	6'x4' Type A Curb Inlet	1	EA	12982.50	12982.50
21	4'x4' Junction Box	2	EA	5635.95	11271.90
22	5'x7' Junction Box W/Optional Top	1	EA	10,523.03	10,523.03
23	4'x4' Side Opening Inlet	3	EA	8277.98	24833.94
24	Concrete Collar	5	EA	681.66	3408.30
25	Connect to Existing Structure	4	EA	3161.92	12647.68
26	15" RCP	57	LF	90.28	5145.96
27	18" RCP	147	LF	124.40	18286.80
28	24" RCP	219	LF	140.50	30787.02
29	12" HDPE	27	LF	107.36	2899.72
30	24" HDPE	725	LF	58.47	42390.75
31	Exist. Storm Sewer Cleanout	1	LS	2803.95	2803.95
32	Sodding	550	SY	14.74	8107.00
33	Erosion Control	1	LS	13,392.52	13,392.52

**TOTAL AMOUNT OF BASE BID: \$ 468,478.50**

Bidder acknowledges receipt of the following addenda, which has been considered in the preparation of this bid:

Addendum No. 1  
Addendum No. 2  
Addendum No. \_\_\_\_\_

Dated: 1/25/24  
Dated: 2/2/24  
Dated: \_\_\_\_\_

The undersigned agrees, if this proposal is accepted, to complete the work within a period of 75 calendar days from the date of the Notice to Proceed.

NAME OF BIDDER: Genesis Environmental Solutions, Inc

BY: 

TITLE: PM

ADDRESS: 2422 S 7 Hwy Blue Springs, MO 64014

DATE: 2/7/24

**ALTERNATE BID – POLYPROPYLENE PIPE**

Item No.	Description	Unit	Estimated Quantity	Unit Cost	Amount
26	15" Polypropylene Pipe	57	LF	85.20	4860.96
27	18" Polypropylene Pipe	147	LF	119.40	17,551.80
28	24" Polypropylene Pipe	219	LF	53.47	11709.93

**TOTAL AMOUNT OF ALTERNATE BID: \$ 34122.69**

Bidder acknowledges receipt of the following addenda, which has been considered in the preparation of this bid:

Addendum No. <u>1</u>	Dated: <u>1/25/24</u>
Addendum No. <u>2</u>	Dated: <u>2/2/24</u>
Addendum No. _____	Dated: _____

The undersigned agrees, if this proposal is accepted, to complete the work within a period of 75 calendar days from the date of the Notice to Proceed.

NAME OF BIDDER: Genesis Environmental Solutions, Inc

BY: [Signature]  
 TITLE: PM  
 ADDRESS: 8422 S 7 Hwy Blue Springs, MO 64014  
 DATE: 2/7/24

**CONTRACT AGREEMENT**

STATE OF MISSOURI  
COUNTY OF PETTIS

THIS AGREEMENT AND INDENTURE MADE AND ENTERED INTO THIS, the \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the CITY OF SEDALIA, MISSOURI.

Party of the first part, termed in this agreement and the Contract Documents as the “CITY”, and \_\_\_\_\_ Party of the second part, termed in this agreement and the Contract Documents as the “CONTRACTOR”.

WITNESSETH:

THAT, WHEREAS, the City has heretofore caused to be prepared certain contract documents for furnishing material, personnel and performing work therein fully described, and the Contractor did, on the \_\_\_\_\_ day of \_\_\_\_\_, 2024 file with the City a copy of said contract documents together with his offer and proposal to furnish said material and perform said work at the terms therein fully stated and set forth; and,

WHEREAS, the said contract documents accurately and fully described the terms and conditions upon which the contractor is willing to furnish the materials, personnel and perform the work called for by the said contract documents and in the manner and time of furnishing and performing same,

IT IS, THEREFORE, AGREED:

1. That a copy of said contract documents filed as aforesaid be attached hereto and that the same do in all particulars become the agreement and contract between the parties hereto in all matters and things set forth therein and described; and further, that both parties hereby accept and agree to the terms and conditions of said contract documents so filed for the **STORM DRAINAGE IMPROVEMENTS – PROJECT AREA 13, Project 2021-160A, dated May 17, 2022,**
2. The Contract Documents hereto annexed are made a part of this agreement and contract as fully and absolutely as if herein set out.
3. That the wages paid under this contract shall be not less than the prevailing rate of wages as determined by the Missouri State Division of Labor Standards.
4. This contract is executed in four (4) copies.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and year in this agreement first above written.

ATTEST:

CITY OF SEDALIA, MISSOURI  
(Party of the first part)

\_\_\_\_\_  
City Clerk

BY: \_\_\_\_\_  
Kelvin Shaw  
City Administrator

SEAL

(If a corporation)

ATTEST: \_\_\_\_\_  
Secretary

SIGNATURE OF CONTRACTOR  
(Party of the second part)

CONTRACTOR:

(CORPORATE SEAL)

BY: \_\_\_\_\_  
(Name & Title)

(If an individual or partnership)

CONTRACTOR: \_\_\_\_\_  
BY: \_\_\_\_\_  
(Name & Title)



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STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2024 before me personally appeared \_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in \_\_\_\_\_, the day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

**BID TABS**

**STORM DRAINAGE IMPROVEMENTS - PROJECT AREA 13**

February 9, 2024

Item	Item Description:	Unit	Quantity	Cale Seymour Construction, LLC		Corbett Construction		Earthworks Excavation & Associates LLC	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Mobilization	LS	1	\$ 36,105.52	\$36,105.52	\$ 59,513.00	\$59,513.00	\$ 13,752.00	\$13,752.00
2	Demolition and Site Preparation	LS	1	\$ 9,775.00	\$9,775.00	\$ 75,618.00	\$75,618.00	\$ 58,788.00	\$58,788.00
3	Traffic Control	LS	1	\$ 2,530.00	\$2,530.00	\$ 8,596.00	\$8,596.00	\$ 5,174.00	\$5,174.00
4	Construction Staking	LS	1	\$ 9,775.00	\$9,775.00	\$ 7,406.00	\$7,406.00	\$ 8,408.00	\$8,408.00
5	Embankment	CY	125	\$ 46.00	\$5,750.00	\$ 241.16	\$30,145.00	\$ 6.00	\$750.00
6	Excavation	CY	100	\$ 46.00	\$4,600.00	\$ 41.00	\$4,100.00	\$ 42.00	\$4,200.00
7	Type 1 Curb & Gutter	LF	190	\$ 46.00	\$8,740.00	\$ 46.29	\$8,795.10	\$ 69.00	\$13,110.00
8	Type CG-2 Curb & Gutter	LF	177	\$ 46.00	\$8,142.00	\$ 46.29	\$8,193.33	\$ 69.00	\$12,213.00
9	Remove and Replace Asphalt Pavement	SY	378	\$ 207.00	\$78,246.00	\$ 162.67	\$61,489.26	\$ 169.00	\$63,882.00
10	Concrete Driveway (6")	SY	76	\$ 153.00	\$11,628.00	\$ 136.22	\$10,352.72	\$ 166.00	\$12,616.00
11	Gravel Driveway (6")	SY	17	\$ 27.00	\$459.00	\$ 99.18	\$1,686.06	\$ 19.00	\$323.00
12	Concrete Sidewalk (4")	SF	150	\$ 17.25	\$2,587.50	\$ 18.51	\$2,776.50	\$ 16.00	\$2,400.00
13	Handicap Ramp	EA	6	\$ 575.00	\$3,450.00	\$ 849.00	\$5,094.00	\$ 1,560.00	\$9,360.00
14	Water Main Replacement	LF	40	\$ 517.50	\$20,700.00	\$ 558.10	\$22,324.00	\$ 603.00	\$24,120.00
15	4'x3' Non-Setback Inlet	EA	3	\$ 8,050.00	\$24,150.00	\$ 10,277.00	\$30,831.00	\$ 5,445.00	\$16,335.00
16	4'x4' Non-Setback Inlet	EA	1	\$ 8,050.00	\$8,050.00	\$ 11,609.00	\$11,609.00	\$ 6,722.00	\$6,722.00
17	4'x4' Type A Curb Inlet	EA	6	\$ 10,062.00	\$60,372.00	\$ 11,470.00	\$68,820.00	\$ 6,485.00	\$38,910.00
18	4'x5' Type A Curb Inlet	EA	2	\$ 10,062.00	\$20,124.00	\$ 11,845.50	\$23,691.00	\$ 3,361.00	\$6,722.00
19	5'x7' Type A Curb Inlet	EA	1	\$ 13,800.00	\$13,800.00	\$ 14,909.00	\$14,909.00	\$ 9,800.00	\$9,800.00
20	6'x4' Type A Curb Inlet	EA	1	\$ 10,637.00	\$10,637.00	\$ 12,472.00	\$12,472.00	\$ 7,194.00	\$7,194.00
21	4'x4' Junction Box	EA	2	\$ 8,625.00	\$17,250.00	\$ 10,641.00	\$21,282.00	\$ 5,996.00	\$11,992.00
22	5'x7' Junction Box W/Optional Top	EA	1	\$ 12,650.00	\$12,650.00	\$ 12,934.00	\$12,934.00	\$ 8,048.00	\$8,048.00
23	4'x4' Side Opening Inlet	EA	3	\$ 9,200.00	\$27,600.00	\$ 10,377.67	\$31,133.01	\$ 7,150.00	\$21,450.00
24	Concrete Collar	EA	5	\$ 897.00	\$4,485.00	\$ 674.40	\$3,372.00	\$ 363.00	\$1,815.00
25	Connect to Existing Structure	EA	4	\$ 1,725.00	\$6,900.00	\$ 3,115.75	\$12,463.00	\$ 851.00	\$3,404.00
26	15" RCP	LF	57	\$ 121.00	\$6,897.00	\$ 103.82	\$5,917.74	\$ 85.00	\$4,845.00
27	18" RCP	LF	147	\$ 127.75	\$18,779.25	\$ 108.78	\$15,990.66	\$ 86.00	\$12,642.00
28	24" RCP	LF	219	\$ 210.00	\$45,990.00	\$ 120.28	\$26,341.32	\$ 90.00	\$19,710.00
29	12" HDPE	LF	27	\$ 122.25	\$3,300.75	\$ 76.04	\$2,053.08	\$ 56.00	\$1,512.00
30	24" HDPE	LF	725	\$ 79.35	\$57,528.75	\$ 96.41	\$69,897.25	\$ 64.00	\$46,400.00
31	Exist. Storm Sewer Cleanout	LS	1	\$ 1,725.00	\$1,725.00	\$ 2,116.00	\$2,116.00	\$ 22,884.00	\$22,884.00
32	Sodding	SY	550	\$ 13.50	\$7,425.00	\$ 11.90	\$6,545.00	\$ 26.00	\$14,300.00
33	Erosion Control	LS	1	\$ 1,750.00	\$1,750.00	\$ 5,546.00	\$5,546.00	\$ 2,392.00	\$2,392.00
<b>TOTAL BID =</b>					<b>\$551,901.77</b>		<b>\$684,012.03</b>		<b>\$486,173.00</b>

**ALTERNATE BID**

Item	Item Description:	Unit	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
26	15" Polypropylene Pipe	LF	57	\$ 100.88	\$5,750.16	-	-	\$ 85.29	\$4,861.53
27	18" Polypropylene Pipe	LF	147	\$ 117.35	\$17,250.45	-	-	\$ 86.43	\$12,705.21
28	24" Polypropylene Pipe	LF	219	\$ 202.17	\$44,275.23	-	-	\$ 90.46	\$19,810.74
<b>TOTAL ALTERNATE BID =</b>					<b>\$67,275.84</b>		-		<b>\$37,377.48</b>
<b>TOTAL BASE BID + ALTERNATE BID =</b>					<b>\$547,511.36</b>				<b>\$486,353.48</b>

**BID TABS**

**STORM DRAINAGE IMPROVEMENTS - PROJECT AREA 13**

February 9, 2024

Item	Item Description:	Unit	Quantity	Genesis Environmental Solutions, Inc.		Orr Wyatt Streetscapes		Stockman Construction Corp.	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Mobilization	LS	1	\$ 13,312.99	\$13,312.99	\$ 11,300.00	\$11,300.00	\$ 17,000.00	\$17,000.00
2	Demolition and Site Preparation	LS	1	\$ 9,100.47	\$9,100.47	\$ 32,700.00	\$32,700.00	\$ 60,000.00	\$60,000.00
3	Traffic Control	LS	1	\$ 2,330.54	\$2,330.54	\$ 3,800.00	\$3,800.00	\$ 12,000.00	\$12,000.00
4	Construction Staking	LS	1	\$ 7,261.94	\$7,261.94	\$ 2,700.00	\$2,700.00	\$ 16,000.00	\$16,000.00
5	Embankment	CY	125	\$ 19.74	\$2,467.50	\$ 49.00	\$6,125.00	\$ 25.00	\$3,125.00
6	Excavation	CY	100	\$ 24.70	\$2,470.00	\$ 38.00	\$3,800.00	\$ 55.00	\$5,500.00
7	Type 1 Curb & Gutter	LF	190	\$ 64.36	\$12,228.40	\$ 60.00	\$11,400.00	\$ 55.00	\$10,450.00
8	Type CG-2 Curb & Gutter	LF	177	\$ 66.31	\$11,736.87	\$ 60.00	\$10,620.00	\$ 55.00	\$9,735.00
9	Remove and Replace Asphalt Pavement	SY	378	\$ 138.02	\$52,171.56	\$ 163.00	\$61,614.00	\$ 200.00	\$75,600.00
10	Concrete Driveway (6")	SY	76	\$ 125.19	\$9,514.44	\$ 109.00	\$8,284.00	\$ 120.00	\$9,120.00
11	Gravel Driveway (6")	SY	17	\$ 64.29	\$1,092.93	\$ 49.00	\$833.00	\$ 22.00	\$374.00
12	Concrete Sidewalk (4")	SF	150	\$ 24.20	\$3,630.00	\$ 10.00	\$1,500.00	\$ 15.00	\$2,250.00
13	Handicap Ramp	EA	6	\$ 1,893.93	\$11,363.58	\$ 2,400.00	\$14,400.00	\$ 1,200.00	\$7,200.00
14	Water Main Replacement	LF	40	\$ 594.79	\$23,791.60	\$ 435.00	\$17,400.00	\$ 540.00	\$21,600.00
15	4'x3' Non-Setback Inlet	EA	3	\$ 8,314.85	\$24,944.55	\$ 6,750.00	\$20,250.00	\$ 8,000.00	\$24,000.00
16	4'x4' Non-Setback Inlet	EA	1	\$ 9,547.15	\$9,547.15	\$ 8,550.00	\$8,550.00	\$ 9,000.00	\$9,000.00
17	4'x4' Type A Curb Inlet	EA	6	\$ 7,710.44	\$46,262.64	\$ 8,450.00	\$50,700.00	\$ 8,000.00	\$48,000.00
18	4'x5' Type A Curb Inlet	EA	2	\$ 9,282.35	\$18,564.70	\$ 8,500.00	\$17,000.00	\$ 7,800.00	\$15,600.00
19	5'x7' Type A Curb Inlet	EA	1	\$ 14,666.63	\$14,666.63	\$ 14,500.00	\$14,500.00	\$ 10,000.00	\$10,000.00
20	6'x4' Type A Curb Inlet	EA	1	\$ 12,982.50	\$12,982.50	\$ 8,900.00	\$8,900.00	\$ 8,500.00	\$8,500.00
21	4'x4' Junction Box	EA	2	\$ 5,635.95	\$11,271.90	\$ 6,300.00	\$12,600.00	\$ 7,200.00	\$14,400.00
22	5'x7' Junction Box W/Optional Top	EA	1	\$ 10,523.03	\$10,523.03	\$ 12,400.00	\$12,400.00	\$ 9,200.00	\$9,200.00
23	4'x4' Side Opening Inlet	EA	3	\$ 8,227.98	\$24,683.94	\$ 6,200.00	\$18,600.00	\$ 6,600.00	\$19,800.00
24	Concrete Collar	EA	5	\$ 681.66	\$3,408.30	\$ 2,500.00	\$12,500.00	\$ 1,400.00	\$7,000.00
25	Connect to Existing Structure	EA	4	\$ 3,161.92	\$12,647.68	\$ 1,600.00	\$6,400.00	\$ 2,600.00	\$10,400.00
26	15" RCP	LF	57	\$ 90.28	\$5,145.96	\$ 137.00	\$7,809.00	\$ 125.00	\$7,125.00
27	18" RCP	LF	147	\$ 124.40	\$18,286.80	\$ 131.00	\$19,257.00	\$ 150.00	\$22,050.00
28	24" RCP	LF	219	\$ 140.58	\$30,787.02	\$ 134.00	\$29,346.00	\$ 162.00	\$35,478.00
29	12" HDPE	LF	27	\$ 107.36	\$2,898.72	\$ 79.00	\$2,133.00	\$ 44.00	\$1,188.00
30	24" HDPE	LF	725	\$ 58.47	\$42,390.75	\$ 84.00	\$60,900.00	\$ 95.00	\$68,875.00
31	Exist. Storm Sewer Cleanout	LS	1	\$ 2,803.95	\$2,803.95	\$ 980.00	\$980.00	\$ 10,000.00	\$10,000.00
32	Sodding	SY	550	\$ 14.74	\$8,107.00	\$ 6.50	\$3,575.00	\$ 40.00	\$22,000.00
33	Erosion Control	LS	1	\$ 13,392.52	\$13,392.52	\$ 4,200.00	\$4,200.00	\$ 5,000.00	\$5,000.00
<b>TOTAL BASE BID =</b>					<b>\$475,788.56</b>		<b>\$497,076.00</b>		<b>\$597,570.00</b>

**ALTERNATE BID**

Item	Item Description:	Unit	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
26	15" Polypropylene Pipe	LF	57	\$ 85.28	\$4,860.96	\$ 126.00	\$7,182.00	\$ 108.00	\$6,156.00
27	18" Polypropylene Pipe	LF	147	\$ 119.40	\$17,551.80	\$ 120.00	\$17,640.00	\$ 135.00	\$19,845.00
28	24" Polypropylene Pipe	LF	219	\$ 53.47	\$11,709.93	\$ 123.00	\$26,937.00	\$ 138.00	\$30,222.00
<b>TOTAL ALTERNATE BID =</b>					<b>\$34,122.69</b>		<b>\$51,759.00</b>		<b>\$56,223.00</b>
<b>TOTAL BASE BID + ALTERNATE BID =</b>					<b>\$455,691.47</b>		<b>\$492,423.00</b>		<b>\$589,140.00</b>

# ADDENDUM NUMBER 1

**SEDALIA, MO**  
COME GROW WITH US

**Title:** Storm Drainage Improvements – Project Area 13  
**Owner:** City of Sedalia, Missouri  
**Engineer:** Wilson & Company, Inc., Engineers & Architects

ISSUE DATE: **January 25, 2024**

Bidders are hereby notified of the following changes, additions, modifications, information and clarification for the above project, for which Bids are to be received on Wednesday, **February 7, 2024**, at 2:00 PM are amended as follows:

## **QUESTIONS AND CLARIFICATIONS**

1. Polypropylene Pipe will be allowed as an alternative to RCP.
2. Do you have any idea when these projects will have to be performed? This will decide whether we will want to bid or not.
  - a. *The expectation would be that the Contractor will mobilize to the site between 30-45 days from the date of Contract execution.*
3. We are planning on bidding on the four storm drainage improvement projects that bid on February 7th, and we have a question. If a contractor is low on two or more of these projects, will there be a modification of the days to complete or will the contractor be expected to do up to four projects at the same time and stay within the time allowed for each project?
  - a. *If this scenario occurs and one contractor is awarded two or more projects, a modified schedule may be negotiated with the City.*
4. Our bonding agent says that the bid bond forms provided by Sedalia do not list an owner. They need an owner's name to issue the bonds. Do you have forms that show the name of the owner, or can we just type in The City of Sedalia?
  - a. *Please use "The City of Sedalia, MO" as the Owner name.*

## **PLANS**

1. No Changes

## **PROJECT MANUAL**

1. Revised the Proposal, page 11, to include Polypropylene Pipe as an alternative. The updated page 11 is attached.

**NOTE: Bidders must acknowledge receipt of this Addendum by listing the number and date, where provided, on the Proposal.**

**ALTERNATE BID – POLYPROPYLENE PIPE**

Item No.	Description	Unit	Estimated Quantity	Unit Cost	Amount
26	15" Polypropylene Pipe	57	LF		
27	18" Polypropylene Pipe	147	LF		
28	24" Polypropylene Pipe	219	LF		

**TOTAL AMOUNT OF ALTERNATE BID: \$ \_\_\_\_\_**

Bidder acknowledges receipt of the following addenda, which has been considered in the preparation of this bid:

Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

The undersigned agrees, if this proposal is accepted, to complete the work within **a period of 75 calendar days** from the date of the Notice to Proceed.

NAME OF BIDDER: \_\_\_\_\_

BY: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 DATE: \_\_\_\_\_

## ADDENDUM NUMBER 2

**SEDALIA, MO**  
COME GROW WITH US

**Title:** Storm Drainage Improvements – Project Area 13  
**Owner:** City of Sedalia, Missouri  
**Engineer:** Wilson & Company, Inc., Engineers & Architects

ISSUE DATE: **February 2, 2024**

Bidders are hereby notified of the following changes, additions, modifications, information and clarification for the above project, for which Bids are to be received on Wednesday, **February 7, 2024**, at 2:00 PM are amended as follows:

### **QUESTIONS AND CLARIFICATIONS**

1. Can you identify the size of the waterlines to be relocated?
  - a. *The water main sizes according to GIS are 6" and 8". There were no potholes performed to confirm these sizes though and it shall be the Contractor's responsibility to confirm pipe sizes.*
2. There seems to be many conflicts with the existing gas mains and service lines. Are there any relocation plans by Liberty or Empire Gas in place at this time?
  - a. *Liberty is aware of the projects and the potential relocation needs. They will work with the City and Contractor to complete relocations as necessary.*

### **PLANS**

1. No Changes

### **PROJECT MANUAL**

1. No Changes

**NOTE: Bidders must acknowledge receipt of this Addendum by listing the number and date, where provided, on the Proposal.**



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

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

**AN ORDINANCE AUTHORIZING AN AGREEMENT FOR STORM DRAINAGE IMPROVEMENTS, PROJECT AREA 14.**

**WHEREAS**, The City of Sedalia, Missouri, received a proposal from Orr Wyatt Streetscapes; and

**WHEREAS**, under the proposal, the City of Sedalia, Missouri, shall give the sum and amount of Four Hundred Eighty-eight Thousand Seven Hundred Thirty dollars and Fifty cents (\$488,730.50) to Orr Wyatt Streetscapes for Storm Drainage Improvements, Project Area 14 contained in Project No. 2021-181A, dated May 4, 2023 as described in the proposed agreement 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 Orr Wyatt Streetscapes in substantively the same form and content as the agreement has been proposed.

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 21<sup>st</sup> day of February 2024.

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

Approved by the Mayor of said City this 21<sup>st</sup> day of February 2024.

ATTEST:

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

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





Let's Cross Paths

## City of Sedalia

200 S. Osage

Sedalia, MO 65301

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

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To: Kelvin Shaw, City Administrator  
Through: Matthew Wirt, Assistant City Administrator <sup>MW</sup>  
From: Jeremy Stone, Public Works Project Manager  
Date: February 14, 2024  
Subject: 2021-181A Storm Drainage Improvements Project Area 14

The Public Works Department received three (3) bids for the above mentioned project ranging from \$488,730.50 to \$631,773.00. Funds for this project were acquired through Missouri Department of Natural Resources ARPA grant program.

Bidders included:

- Cale Seymore Construction, LLC.- Base bid-\$623,036.63. Base bid with Alternate- \$621,574.31
- Orr Wyatt Streetscapes- Base bid \$495,715.50. Base bid with Alternate- \$488,730.50
- Rhad A Baker Construction LLC.- Base bid \$631,773.00. Base bid with Alternate- \$610,498.00

Orr Wyatt Streetscapes, whose primary office is 6632 Raytown Road, Suite A, Raytown, MO 64133 was the low bidder.

Orr Wyatt Streetscapes has previously completed work for the City, and the Public Works Department has been pleased with their work.

The four Storm Drainage Projects bid (2021-160A Storm Drainage Improvements Project Area 13, 2021-181A Storm Drainage Improvements Project Area 14, 2021-106B Storm Drainage Improvements Area 21, 2021-181B Storm Drainage Improvements Project Area 35) were budgeted in FY 2024 in total for \$1,288,319 and the total for low bids received was \$1,324,720.80. The difference between the budget and bids received is \$36,401.80. The projects will be completed in FY 2025 and any budget adjustments will be made at that time.

The Public Works Department recommends approval of the low base bid with the alternate in the amount of \$488,730.50.

Thank you for your consideration.

**PROPOSAL**

**TO THE CITY OF SEDALIA, MISSOURI:**

Pursuant to and in compliance with the Notice to Contractors and having examined the plans and specifications with related documents and the site(s) of the proposed work, the undersigned bidder proposes and agrees, if this proposal is accepted, to furnish all labor, materials, tools, supplies, equipment and supervision and to do all other work necessary for the **STORM DRAINAGE IMPROVEMENTS – PROJECT AREA 14A, Project 2021-181A, dated May 4, 2023**, as noted in these contract documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Unit Cost	Amount
1	Mobilization	LS	1	11,300.00	11,300.00
2	Dem and Site Prep	LS	1	38,100.00	38,100.00
3	Traffic Control	LS	1	1,600.00	1,600.00
4	Construction Staking	LS	1	1,600.00	1,600.00
5	Unclassified excavation	CY	234	49.00	11,466.00
6	Water Main Replacement	LF	36	446.00	16,056.00
7	Type 1 Curb and Gutter	LF	519	32.50	16,867.50
8	Remove and Replace Asphalt Pavement	SY	236	163.00	38,468.00
9	Commercial Driveway (8")	SY	47	120.00	5,640.00
10	Residential Driveway (6")	SY	42	109.00	4,578.00
11	Concrete Sidewalk (4")	SF	2209	10.00	22,090.00
12	Handicap Ramp	EA	5	2,400.00	12,000.00
13	5'x4' Type A Curb Inlet	EA	3	7,900.00	23,700.00
14	5'x5' Type A Curb Inlet	EA	2	9,100.00	18,200.00
15	5'x5' Side Opening Inlet	EA	1	7,800.00	7,800.00
16	5'x5' Catch Basin	EA	1	7,600.00	7,600.00
17	5'x5' Junction Box	EA	3	8,800.00	26,400.00
18	18" HDPE	LF	228	80.00	18,240.00
19	18" RCP	LF	24	142.00	3,408.00
20	24" RCP	LF	36	163.00	5,868.00
21	30" Equiv. RCPA	LF	540	262.00	141,480.00
22	Jack and Bore 30" RCP	LF	55	600.00	33,000.00
23	Flowable Fill	CY	10	218.00	2,180.00
24	Turf Reinforcement Mat	SY	440	16.00	7,040.00
25	Wood Fence	LF	100	76.00	7,600.00
26	Wire Fence	LF	103	48.00	4,944.00
27	Sodding	SY	720	6.50	4,680.00
28	Erosion Control	LS	1	3,810.00	3,810.00

**TOTAL AMOUNT OF BASE BID:**

**\$ 495,715.50**

**ALTERNATE BID – POLYPROPYLENE PIPE**

Item No.	Description	Unit	Estimated Quantity	Unit Cost	Amount
19	15" Polypropylene pipe	LF	24	131.00	3,144.00
20	18" Polypropylene pipe	LF	36	152.00	5,472.00
22	Jack and Bore 30" Polypropylene Pipe	LF	55	485.00	26,675.00

**TOTAL AMOUNT OF ALTERNATE BID:**                    \$ 35,291.00

Bidder acknowledges receipt of the following addenda, which has been considered in the preparation of this bid:

Addendum No. <u>1</u>	Dated: <u>1/25/24</u>
Addendum No. <u>2</u>	Dated: <u>2/2/24</u>
Addendum No. _____	Dated: _____

The undersigned agrees, if this proposal is accepted, to complete the work within a period of 60 calendar days from the date of the Notice to Proceed.

NAME OF BIDDER: Orr Wyatt Streetscapes

BY: 

TITLE: Business Operations Manager

ADDRESS: 6632-A Raytown Rd. Raytown, MO 64133

DATE: 2/7/24

**CONTRACT AGREEMENT**

STATE OF MISSOURI  
COUNTY OF PETTIS

THIS AGREEMENT AND INDENTURE MADE AND ENTERED INTO THIS, the \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the CITY OF SEDALIA, MISSOURI.

Party of the first part, termed in this agreement and the Contract Documents as the "CITY", and \_\_\_\_\_ Party of the second part, termed in this agreement and the Contract Documents as the "CONTRACTOR".

WITNESSETH:

THAT, WHEREAS, the City has heretofore caused to be prepared certain contract documents for furnishing material, personnel and performing work therein fully described, and the Contractor did, on the \_\_\_\_\_ day of \_\_\_\_\_, 2024 file with the City a copy of said contract documents together with his offer and proposal to furnish said material and perform said work at the terms therein fully stated and set forth; and,

WHEREAS, the said contract documents accurately and fully described the terms and conditions upon which the contractor is willing to furnish the materials, personnel and perform the work called for by the said contract documents and in the manner and time of furnishing and performing same,

IT IS, THEREFORE, AGREED:

1. That a copy of said contract documents filed as aforesaid be attached hereto and that the same do in all particulars become the agreement and contract between the parties hereto in all matters and things set forth therein and described; and further, that both parties hereby accept and agree to the terms and conditions of said contract documents so filed for the **STORM DRAINAGE IMPROVEMENTS – PROJECT AREA 14, Project 2021-181A, dated May 4, 2023,**
2. The Contract Documents hereto annexed are made a part of this agreement and contract as fully and absolutely as if herein set out.
3. That the wages paid under this contract shall be not less than the prevailing rate of wages as determined by the Missouri State Division of Labor Standards.
4. This contract is executed in four (4) copies.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and year in this agreement first above written.

ATTEST:

CITY OF SEDALIA, MISSOURI  
(Party of the first part)

\_\_\_\_\_  
City Clerk

BY: \_\_\_\_\_  
Kelvin Shaw  
City Administrator

SEAL

(If a corporation)

ATTEST: \_\_\_\_\_  
Secretary

SIGNATURE OF CONTRACTOR  
(Party of the second part)

CONTRACTOR:

(CORPORATE SEAL)

BY: \_\_\_\_\_  
(Name & Title)

(If an individual or partnership)

CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_  
(Name & Title)

---

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2024 before me personally appeared \_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in \_\_\_\_\_, the day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

**BID TABS**  
**STORM DRAINAGE IMPROVEMENTS - PROJECT AREA 14**  
February 9, 2024

Item	Item Description:	Unit	Quantity	Orr Wyatt Streetscapes		Rhad A Baker Construction LLC		Cale Seymour Construction, LLC	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Mobilization	LS	1	\$ 11,300.00	\$11,300.00	\$ 85,000.00	\$85,000.00	\$ 39,514.38	\$39,514.38
2	Demo and Site Prep	LS	1	\$ 38,100.00	\$38,100.00	\$ 50,000.00	\$50,000.00	\$ 8,625.00	\$8,625.00
3	Traffic Control	LS	1	\$ 1,600.00	\$1,600.00	\$ 5,000.00	\$5,000.00	\$ 2,875.00	\$2,875.00
4	Construction Staking	LS	1	\$ 1,600.00	\$1,600.00	\$ 4,000.00	\$4,000.00	\$ 9,775.00	\$9,775.00
5	Unclassified Excavation	CY	234	\$ 49.00	\$11,466.00	\$ 65.00	\$15,210.00	\$ 46.00	\$10,764.00
6	Water Main Replacement	CY	36	\$ 446.00	\$16,056.00	\$ 120.00	\$4,320.00	\$ 319.50	\$11,502.00
7	Type 1 Curb and Gutter	LF	519	\$ 32.50	\$16,867.50	\$ 55.00	\$28,545.00	\$ 46.00	\$23,874.00
8	Remove and Replace Asphalt Pavement	LF	236	\$ 163.00	\$38,468.00	\$ 150.00	\$35,400.00	\$ 207.00	\$48,852.00
9	Commercial Driveway (8")	SY	47	\$ 120.00	\$5,640.00	\$ 120.00	\$5,640.00	\$ 175.95	\$8,269.65
10	Residential Driveway (6")	SY	42	\$ 109.00	\$4,578.00	\$ 100.00	\$4,200.00	\$ 152.95	\$6,423.90
11	Concrete Sidewalk (4")	SY	2209	\$ 10.00	\$22,090.00	\$ 12.00	\$26,508.00	\$ 17.25	\$38,105.25
12	Handicap Ramp	SF	5	\$ 2,400.00	\$12,000.00	\$ 2,500.00	\$12,500.00	\$ 575.00	\$2,875.00
13	5'x4' Type A Curb Inlet	EA	3	\$ 7,900.00	\$23,700.00	\$ 7,200.00	\$21,600.00	\$ 10,235.00	\$30,705.00
14	5'x5' Type A Curb Inlet	LF	2	\$ 9,100.00	\$18,200.00	\$ 7,200.00	\$14,400.00	\$ 11,500.00	\$23,000.00
15	5'x5' Side Opening Inlet	EA	1	\$ 7,800.00	\$7,800.00	\$ 6,000.00	\$6,000.00	\$ 11,500.00	\$11,500.00
16	5'x5' Catch Basin	EA	1	\$ 7,600.00	\$7,600.00	\$ 6,800.00	\$6,800.00	\$ 11,500.00	\$11,500.00
17	5'x5' Junction Box	EA	3	\$ 8,800.00	\$26,400.00	\$ 6,000.00	\$18,000.00	\$ 11,500.00	\$34,500.00
18	18" HDPE	EA	228	\$ 80.00	\$18,240.00	\$ 75.00	\$17,100.00	\$ 50.50	\$11,514.00
19	18" RCP	EA	24	\$ 142.00	\$3,408.00	\$ 200.00	\$4,800.00	\$ 239.50	\$5,748.00
20	24" RCP	EA	36	\$ 163.00	\$5,868.00	\$ 210.00	\$7,560.00	\$ 239.50	\$8,622.00
21	30" Equiv. RCPA	EA	540	\$ 262.00	\$141,480.00	\$ 200.00	\$108,000.00	\$ 255.50	\$137,970.00
22	Jack and Bore 30" RCP	EA	55	\$ 600.00	\$33,000.00	\$ 2,225.00	\$122,375.00	\$ 1,914.31	\$105,287.05
23	Flowable Fill	EA	10	\$ 218.00	\$2,180.00	\$ 260.00	\$2,600.00	\$ 920.00	\$9,200.00
24	Turf Reinforcement Mat	EA	440	\$ 16.00	\$7,040.00	\$ 18.00	\$7,920.00	\$ 7.06	\$3,106.40
25	Wood Fence	EA	100	\$ 76.00	\$7,600.00	\$ 40.00	\$4,000.00	\$ 28.75	\$2,875.00
26	Wire Fence	LF	103	\$ 48.00	\$4,944.00	\$ 25.00	\$2,575.00	\$ 28.00	\$2,884.00
27	Sodding	LF	720	\$ 6.50	\$4,680.00	\$ 11.00	\$7,920.00	\$ 13.50	\$9,720.00
28	Erosion Control	LF	1	\$ 3,810.00	\$3,810.00	\$ 3,800.00	\$3,800.00	\$ 3,450.00	\$3,450.00
<b>TOTAL BID =</b>					<b>\$495,715.50</b>		<b>\$631,773.00</b>		<b>\$623,036.63</b>

**ALTERNATE BID**

Item	Item Description:	Unit	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
19	18" Polypropylene Pipe	EA	24	\$ 131.00	\$3,144.00	\$ 180.00	\$4,320.00	\$ 231.16	\$5,547.84
20	24" Polypropylene Pipe	EA	36	\$ 152.00	\$5,472.00	\$ 190.00	\$6,840.00	\$ 204.44	\$7,359.84
22	Jack and Bore 30" Polypropylene Pipe	EA	55	\$ 485.00	\$26,675.00	\$ 1,860.00	\$102,300.00	\$ 1,914.31	\$105,287.05
<b>TOTAL ALTERNATE BID =</b>					<b>\$35,291.00</b>		<b>\$113,460.00</b>		<b>\$118,194.73</b>
<b>TOTAL BASE BID + ALTERNATE BID =</b>					<b>\$488,730.50</b>		<b>\$610,498.00</b>		<b>\$621,574.31</b>

**ALTERNATE BID – POLYPROPYLENE PIPE**

Item No.	Description	UNIT	Estimated Quantity	Unit Cost	Amount
19	18" Polypropylene Pipe	LF	24		
20	24" Polypropylene Pipe	LF	36		
22	Jack and Bore 30" Polypropylene Pipe	LF	55		

**TOTAL AMOUNT OF ALTERNATE BID: \$ \_\_\_\_\_**

Bidder acknowledges receipt of the following addenda, which has been considered in the preparation of this bid:

Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

The undersigned agrees, if this proposal is accepted, to complete the work within **a period of 60 calendar days** from the date of the Notice to Proceed.

NAME OF BIDDER: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_



# ADDENDUM NUMBER 1

**SEDALIA, MO**  
COME GROW WITH US

**Title:** Storm Drainage Improvements – Project Area 14  
**Owner:** City of Sedalia, Missouri  
**Engineer:** Wilson & Company, Inc., Engineers & Architects

ISSUE DATE: **January 25, 2024**

Bidders are hereby notified of the following changes, additions, modifications, information and clarification for the above project, for which Bids are to be received on Wednesday, **February 7, 2024**, at 3:00 PM are amended as follows:

## **QUESTIONS AND CLARIFICATIONS**

1. Polypropylene Pipe will be allowed as an alternative to RCP.
2. Do you have any idea when these projects will have to be performed? This will decide whether we will want to bid or not.
  - a. *The expectation would be that the Contractor will mobilize to the site between 30-45 days from the date of Contract execution.*
3. We are planning on bidding on the four storm drainage improvement projects that bid on February 7th, and we have a question. If a contractor is low on two or more of these projects, will there be a modification of the days to complete or will the contractor be expected to do up to four projects at the same time and stay within the time allowed for each project?
  - a. *If this scenario occurs and one contractor is awarded two or more projects, a modified schedule may be negotiated with the City.*
4. Our bonding agent says that the bid bond forms provided by Sedalia do not list an owner. They need an owner's name to issue the bonds. Do you have forms that show the name of the owner, or can we just type in The City of Sedalia?
  - a. *Please use "The City of Sedalia, MO" as the Owner name.*
5. We are looking at making a proposal for the Storm Sewer project 14 and have a question. The 30" RCP pipe that is proposed to be "Bore and Jacked" under Broadway at Center Ave. We would like to request a change in our proposal to install a steel casing in lieu of the RCP. The casing would be installed by directional bore. Then once the casing is in place, we would insert 30" High Performance Polypropylene dual wall storm pipe inside the casing. After the HP plastic pipe is installed, the ends of the casing would fitted with standard rubber end seals between the pipe and casing.
  - a. *Steel casing with Polypropylene Pipe is an allowable alternative to RCP.*

## **PLANS**

1. No Changes

## **PROJECT MANUAL**

1. Revised the Proposal, page 11, to include Polypropylene Pipe as an alternative. The updated page 11 is attached.

**NOTE: Bidders must acknowledge receipt of this Addendum by listing the number and date, where provided, on the Proposal.**

## ADDENDUM NUMBER 2

**SEDALIA, MO**  
COME GROW WITH US

**Title:** Storm Drainage Improvements – Project Area 14  
**Owner:** City of Sedalia, Missouri  
**Engineer:** Wilson & Company, Inc., Engineers & Architects

ISSUE DATE: **February 2, 2024**

Bidders are hereby notified of the following changes, additions, modifications, information and clarification for the above project, for which Bids are to be received on Wednesday, **February 7, 2024**, at 3:00 PM are amended as follows:

### **QUESTIONS AND CLARIFICATIONS**

1. Can you identify the size of the waterlines to be relocated?
  - a. *The water main sizes according to GIS are 2", 6", and 8". There were no potholes performed to confirm these sizes though and it shall be the Contractor's responsibility to confirm pipe sizes.*
2. There seems to be many conflicts with the existing gas mains and service lines. Are there any relocation plans by Liberty or Empire Gas in place at this time?
  - a. *Liberty is aware of the projects and the potential relocation needs. They will work with the City and Contractor to complete relocations as necessary.*
3. I can't find a clear spec on what Turf Reinforcement Mat is required. Can you provide me with any direction?
  - a. *Turf Reinforcement Mat shall follow KC Metro APWA Specifications section 2153.9. The Turf Reinforcement Mat shall be Class 2, Type F.*

### **PLANS**

1. No Changes

### **PROJECT MANUAL**

1. No Changes

**NOTE: Bidders must acknowledge receipt of this Addendum by listing the number and date, where provided, on the Proposal.**

**BID TABULATION**  
**Storm Drainage Improvements Project Area 14**  
**February 7, 2024 3:00 p.m.**  
**City Council Chambers**

Description	ORR WYATT STREETS CAPES 6632 Raytown Rd., Ste A Raytown, MO 64133		CALE SEYMOUR CONSTRUCTIONS, LLC 708 NE MIM HWY Knob Noster, MO 65336		RHAD A. BAKER CONSTRUCTION 4851 CO Rd 219 Fulton, MO 65251			
	Units	Qty.	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price
Mobilization	LS	1	\$11,300.00	\$11,300.00	\$39,514.38	\$39,514.38	\$85,000.00	\$85,000.00
Demolition and Site Preparation	LS	1	\$38,100.00	\$38,100.00	\$8,625.00	\$8,625.00	\$50,000.00	\$50,000.00
Traffic Control	LS	1	\$1,600.00	\$1,600.00	\$2,875.00	\$2,875.00	\$5,000.00	\$5,000.00
Construction Staking	LS	1	\$1,600.00	\$1,600.00	\$9,775.00	\$9,775.00	\$4,000.00	\$4,000.00
Unclassified Excavation	CY	234	\$49.00	\$11,466.00	\$46.00	\$10,764.00	\$65.00	\$15,210.00
Watermain Replacement	LF	36	\$446.00	\$16,056.00	\$319.50	\$11,502.00	\$120.00	\$4,320.00
Type 1 Curb & Gutter	LF	519	\$32.50	\$16,867.50	\$46.00	\$23,874.00	\$55.00	\$28,545.00
Remove and Replace Asphalt Pavement	SY	236	\$163.00	\$38,468.00	\$207.00	\$48,852.00	\$150.00	\$35,400.00
Commercial Driveway (8")	SY	47	\$120.00	\$5,640.00	\$175.95	\$8,269.65	\$120.00	\$5,640.00
Residential Driveway (6")	SY	42	\$109.00	\$4,578.00	\$152.95	\$6,423.90	\$100.00	\$4,200.00
Concrete Sidewalk (4")	SF	2,209	\$10.00	\$22,090.00	\$17.25	\$38,105.25	\$12.00	\$26,508.00
Handicap Ramp	EA	5	\$2,400.00	\$12,000.00	\$575.00	\$2,875.00	\$2,500.00	\$12,500.00
5'x4' Type A Curb Inlet	EA	3	\$7,900.00	\$23,700.00	\$10,235.00	\$30,705.00	\$7,200.00	\$21,600.00
5'x5' Type A Curb Inlet	EA	2	\$9,100.00	\$18,200.00	\$11,500.00	\$23,000.00	\$7,200.00	\$14,400.00
5'X5' Side Opening Inlet	EA	1	\$7,800.00	\$7,800.00	\$11,500.00	\$11,500.00	\$6,000.00	\$6,000.00
5'X5' Catch Basin	EA	1	\$7,600.00	\$7,600.00	\$11,500.00	\$11,500.00	\$6,800.00	\$6,800.00
5'X5' Junction Box	EA	3	\$8,800.00	\$26,400.00	\$11,500.00	\$34,500.00	\$6,000.00	\$18,000.00
18" HDPE	LF	228	\$80.00	\$18,240.00	\$50.50	\$11,514.00	\$75.00	\$17,100.00
18" RCP	FL	24	\$142.00	\$3,408.00	\$239.50	\$5,748.00	\$200.00	\$4,800.00
24" RCP	LF	36	\$163.00	\$5,868.00	\$239.50	\$8,622.00	\$210.00	\$7,560.00
30" Equiv. RCPA	LF	540	\$262.00	\$141,480.00	\$255.50	\$137,970.00	\$200.00	\$108,000.00
Jack and Bore 30" RCP	LF	55	\$600.00	\$33,000.00	\$1,914.31	\$105,287.05	\$2,225.00	\$122,375.00
Flowable Fill	CY	10	\$218.00	\$2,180.00	\$920.00	\$9,200.00	\$180.00	\$1,800.00
Turf Reinforcement Mat	SY	440	\$16.00	\$7,040.00	\$7.06	\$3,106.40	\$16.00	\$7,920.00
Wood Fence	LF	100	\$76.00	\$7,600.00	\$28.75	\$2,875.00	\$40.00	\$4,000.00
Wire Fence	LF	103	\$48.00	\$4,944.00	\$28.00	\$2,884.00	\$25.00	\$2,575.00
Sodding	SY	720	\$6.50	\$4,680.00	\$13.50	\$9,720.00	\$11.00	\$7,920.00
Erosion Control	LS	1	\$3,810.00	\$3,810.00	\$3,450.00	\$3,450.00	\$3,800.00	\$3,800.00
<b>TOTAL BASE BID</b>				<b>\$495,715.50</b>		<b>\$623,036.63</b>		<b>\$631,773.00</b>

Description	Units	Qty.	ORR WYATT STREETS CAPES 6632 Raytown Rd., Ste A Raytown, MO 64133		CALE SEYMOUR CONSTRUCTIONS, LLC 708 NE MIM HWY Knob Noster, MO 65336		RHAD A. BAKER CONSTRUCTION 4851 CO Rd 219 Fulton, MO 65251	
			Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price
Alternate Bid - Polypropylene Pipe								
18" Polypropylene Pipe	LF	24	\$131.00	\$3,144.00	\$231.16	\$5,547.84	\$180.00	\$4,320.00
24" Polypropylene Pipe	LF	36	\$152.00	\$5,472.00	\$204.44	\$7,359.84	\$190.00	\$6,840.00
Jack & Bore 30" Polypropylene Pipe	LF	55	\$485.00	\$26,675.00	\$1,914.31	*\$105,207.05	\$1,860.00	\$102,300.00
					<b>Math Error</b>	<b>\$105,287.05</b>		
<b>TOTAL ALTERNATE BID</b>				<b>\$35,291.00</b>		<b>*\$118,114.73</b>		<b>\$113,460.00</b>
Addendum No. 1 & 2					<b>Math Error</b>	<b>\$118,194.73</b>		
Anti-Collision Bid Bond				Yes	Yes	Yes	Yes	Yes
				Yes	Yes	Yes	Yes	Yes

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

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

**AN ORDINANCE AUTHORIZING AN AGREEMENT FOR STORM DRAINAGE IMPROVEMENTS, PROJECT AREA 21.**

**WHEREAS**, The City of Sedalia, Missouri, received a proposal from Poort Excavating, LLC; and

**WHEREAS**, under the proposal, the City of Sedalia, Missouri, shall give the sum and amount of One Hundred Forty-seven Thousand Seven Hundred Forty-one dollars (\$147,741.00) to Poort Excavating, LLC for Storm Drainage Improvements, Project Area 21 contained in Project No. 2021-160B, dated May 25, 2023 as 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 Poort Excavating, LLC in substantively the same form and content as the agreement has been proposed.

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 21<sup>st</sup> day of February 2024.

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

Approved by the Mayor of said City this 21<sup>st</sup> day of February 2024.

ATTEST:

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

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



Let's Cross Paths

## City of Sedalia

200 S. Osage

Sedalia, MO 65301

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

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To: Kelvin Shaw, City Administrator  
Through: Matthew Wirt, Assistant City Administrator MW  
From: Jeremy Stone, Public Works Project Manager  
Date: February 14, 2024  
Subject: 2021-160B Storm Drainage Improvements Project Area 21

The Public Works Department received seven (7) bids for the above mentioned project ranging from \$147,741.00 to \$262,875.32. Funds for this project were acquired through Missouri Department of Natural Resources ARPA grant program.

Bidders included:

- Cale Seymore Construction, LLC.- Base bid-\$206,359.13
- Corbett Construction- Base bid-\$262,875.32
- Rhad A Baker Construction LLC- Base bid- \$190,540.00
- Genesis Environmental Solutions, Inc.- Base bid \$217,103.56
- Orr Wyatt Streetscapes- Base bid \$175,363.00
- Stockman Construction Corp.- Base bid \$225,393.00
- Poort Excavating, LLC- Base bid \$147,741.00

Poort Excavating, LLC., whose primary office is 1123 W. Main St., Sedalia, MO 65301 was the low bidder.

Poort Excavating, LLC. has previously completed work for the City and Public Works has been please with the work.

The Public Works Department recommends approval of the low base bid in the amount of \$147,741.00.

Thank you for your consideration.

**PROPOSAL**

**TO THE CITY OF SEDALIA, MISSOURI:**

Pursuant to and in compliance with the Notice to Contractors and having examined the plans and specifications with related documents and the site(s) of the proposed work, the undersigned bidder proposes and agrees, if this proposal is accepted, to furnish all labor, materials, tools, supplies, equipment and supervision and to do all other work necessary for the **STORM DRAINAGE IMPROVEMENTS - PROJECT AREA 21, Project 2021-160B, dated May 25, 2023**, as noted in these contract documents for the following price(s):

Item No.	Description	UNIT	Estimated Quantity	Unit Cost	Amount
1	Mobilization	1	LS	\$15,000	\$15,000
2	Demolition and Site Preparation	1	LS	\$12,239	\$12,239
3	Traffic Control	1	LS	\$2,000	\$2,000
4	Construction Staking	1	LS	\$	\$
5	Embankment	100	CY	\$40	\$4,000
6	Unclassified Excavation	200	CY	\$40	\$8,000
7	Water Main Replacement	45	LF	\$192	\$8,640
8	Types 1 & 2 Curb and Gutter	50	LF	\$50	\$2,500
9	Remove and Replace Asphalt Pavement	100	SY	\$90	\$9,000
10	5'x5' Side Opening Inlet	2	EA	\$6,500	\$13,000
11	7'x6' Type A Curb Inlet	1	EA	\$9,500	\$9,500
12	7'x7' Type A Curb Inlet	1	EA	\$8,500	\$8,500
13	Concrete Collar	1	EA	\$1,000	\$1,000
14	24" HDPE	32	LF	\$65	\$2,080
15	36" HDPE	38	LF	\$85	\$3,230
16	48" Equiv. RCPA	74	LF	\$473	\$35,002
17	Riprap (12")	16	CY	\$100	\$1,600
18	Sodding	1,050	SY	\$9	\$9,450
19	Erosion Control	1	LS	\$3,000	\$3,000

TOTAL AMOUNT OF BASE BID: \$ 147,741.00

Bidder acknowledges receipt of the following addenda, which has been considered in the preparation of this bid:

Addendum No. 1  
Addendum No. 2  
Addendum No. \_\_\_\_\_

Dated: 1/25/24  
Dated: 2/2/24  
Dated: \_\_\_\_\_

The undersigned agrees, if this proposal is accepted, to complete the work within a period of 60 calendar days from the date of the Notice to Proceed.

NAME OF BIDDER: Root Excavating, LLC

BY: William [Signature]  
TITLE: Managing Member  
ADDRESS: 1123 W Main Sedalia MO 65301  
DATE: 2/7/24

**CONTRACT AGREEMENT**

STATE OF MISSOURI  
COUNTY OF PETTIS

THIS AGREEMENT AND INDENTURE MADE AND ENTERED INTO THIS, the \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the CITY OF SEDALIA, MISSOURI.

Party of the first part, termed in this agreement and the Contract Documents as the "CITY", and \_\_\_\_\_ Party of the second part, termed in this agreement and the Contract Documents as the "CONTRACTOR".

WITNESSETH:

THAT, WHEREAS, the City has heretofore caused to be prepared certain contract documents for furnishing material, personnel and performing work therein fully described, and the Contractor did, on the \_\_\_\_\_ day of \_\_\_\_\_, 2024 file with the City a copy of said contract documents together with his offer and proposal to furnish said material and perform said work at the terms therein fully stated and set forth; and,

WHEREAS, the said contract documents accurately and fully described the terms and conditions upon which the contractor is willing to furnish the materials, personnel and perform the work called for by the said contract documents and in the manner and time of furnishing and performing same,

IT IS, THEREFORE, AGREED:

1. That a copy of said contract documents filed as aforesaid be attached hereto and that the same do in all particulars become the agreement and contract between the parties hereto in all matters and things set forth therein and described; and further, that both parties hereby accept and agree to the terms and conditions of said contract documents so filed for the **STORM DRAINAGE IMPROVEMENTS – PROJECT AREA 21, Project 2021-160B, dated May 25, 2023,**
2. The Contract Documents hereto annexed are made a part of this agreement and contract as fully and absolutely as if herein set out.
3. That the wages paid under this contract shall be not less than the prevailing rate of wages as determined by the Missouri State Division of Labor Standards.
4. This contract is executed in four (4) copies.



IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and year in this agreement first above written.

ATTEST:

CITY OF SEDALIA, MISSOURI  
(Party of the first part)

\_\_\_\_\_  
City Clerk

BY: \_\_\_\_\_  
Kelvin Shaw  
City Administrator

SEAL

(If a corporation)

ATTEST: \_\_\_\_\_  
Secretary

SIGNATURE OF CONTRACTOR  
(Party of the second part)

CONTRACTOR:

(CORPORATE SEAL)

BY: \_\_\_\_\_  
(Name & Title)

(If an individual or partnership)

CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_  
(Name & Title)

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STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2024 before me personally appeared \_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in \_\_\_\_\_, the day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**BID TABS**

**STORM DRAINAGE IMPROVEMENTS - PROJECT AREA 21**

February 9, 2024

Item	Item Description:	Unit	Quantity	Cale Seymour Construction, LLC		Corbett Construction		Genesis Environmental Solutions, Inc.	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Mobilization	LS	1	\$ 13,500.13	\$13,500.13	\$ 59,513.00	\$59,513.00	\$ 10,723.94	\$10,723.94
2	Demolition and Site Preparation	LS	1	\$ 8,050.00	\$8,050.00	\$ 9,919.00	\$9,919.00	\$ 13,650.83	\$13,650.83
3	Traffic Control	LS	1	\$ 2,875.00	\$2,875.00	\$ 6,348.00	\$6,348.00	\$ 1,628.58	\$1,628.58
4	Construction Staking	LS	1	\$ 9,775.00	\$9,775.00	\$ 6,084.00	\$6,084.00	\$ 5,309.32	\$5,309.32
5	Embankment	CY	100	\$ 46.00	\$4,600.00	\$ 241.16	\$24,116.00	\$ 54.86	\$5,486.00
6	Unclassified Excavation	CY	200	\$ 46.00	\$9,200.00	\$ 41.00	\$8,200.00	\$ 24.07	\$4,814.00
7	Water Main Replacement	LF	45	\$ 204.00	\$9,180.00	\$ 266.00	\$11,970.00	\$ 282.51	\$12,712.95
8	Types 1 & 2 Curb and Gutter	LF	50	\$ 46.00	\$2,300.00	\$ 46.28	\$2,314.00	\$ 73.35	\$3,667.50
9	Remove and Replace Asphalt Pavement	SY	100	\$ 207.00	\$20,700.00	\$ 162.67	\$16,267.00	\$ 336.54	\$33,654.00
10	5'x5' Side Opening Inlet	EA	2	\$ 11,500.00	\$23,000.00	\$ 11,833.50	\$23,667.00	\$ 10,474.36	\$20,948.72
11	7'x6' Type A Curb Inlet	EA	1	\$ 11,500.00	\$11,500.00	\$ 15,393.00	\$15,393.00	\$ 15,274.68	\$15,274.68
12	7'x7' Type A Curb Inlet	EA	1	\$ 11,500.00	\$11,500.00	\$ 15,720.00	\$15,720.00	\$ 15,495.09	\$15,495.09
13	Concrete Collar	EA	1	\$ 1,150.00	\$1,150.00	\$ 674.00	\$674.00	\$ 4,709.20	\$4,709.20
14	24" HDPE	LF	32	\$ 125.75	\$4,024.00	\$ 96.41	\$3,085.12	\$ 87.99	\$2,815.68
15	36" HDPE	LF	38	\$ 287.50	\$10,925.00	\$ 158.92	\$6,038.96	\$ 109.03	\$4,143.14
16	48" Equiv. RCPA	LF	74	\$ 652.70	\$48,299.80	\$ 487.34	\$36,063.16	\$ 500.44	\$37,032.56
17	Riprap (12")	CY	16	\$ 122.20	\$1,955.20	\$ 106.38	\$1,702.08	\$ 318.51	\$5,096.16
18	Sodding	SY	1,050	\$ 11.50	\$12,075.00	\$ 11.90	\$12,495.00	\$ 14.74	\$15,477.00
19	Erosion Control	LS	1	\$ 1,750.00	\$1,750.00	\$ 3,306.00	\$3,306.00	\$ 4,464.21	\$4,464.21
<b>TOTAL BID =</b>					<b>\$206,359.13</b>		<b>\$262,875.32</b>		<b>\$217,103.56</b>

Item	Item Description:	Unit	Quantity	Poort Excavating, LLC		Orr Wyatt Streetscapes		Rhad A Baker Construction LLC	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Mobilization	LS	1	\$ 15,000.00	\$15,000.00	\$ 7,400.00	\$7,400.00	\$ 30,000.00	\$30,000.00
2	Demolition and Site Preparation	LS	1	\$ 12,239.00	\$12,239.00	\$ 13,400.00	\$13,400.00	\$ 22,500.00	\$22,500.00
3	Traffic Control	LS	1	\$ 2,000.00	\$2,000.00	\$ 560.00	\$560.00	\$ 3,000.00	\$3,000.00
4	Construction Staking	LS	1	\$ -	\$ -	\$ 560.00	\$560.00	\$ 3,500.00	\$3,500.00
5	Embankment	CY	100	\$ 40.00	\$4,000.00	\$ 17.00	\$1,700.00	\$ 50.00	\$5,000.00
6	Unclassified Excavation	CY	200	\$ 40.00	\$8,000.00	\$ 50.00	\$10,000.00	\$ 40.00	\$8,000.00
7	Water Main Replacement	LF	45	\$ 192.00	\$8,640.00	\$ 458.00	\$20,610.00	\$ 150.00	\$6,750.00
8	Types 1 & 2 Curb and Gutter	LF	50	\$ 50.00	\$2,500.00	\$ 61.00	\$3,050.00	\$ 70.00	\$3,500.00
9	Remove and Replace Asphalt Pavement	SY	100	\$ 90.00	\$9,000.00	\$ 168.00	\$16,800.00	\$ 214.00	\$21,400.00
10	5'x5' Side Opening Inlet	EA	2	\$ 6,500.00	\$13,000.00	\$ 8,200.00	\$16,400.00	\$ 6,500.00	\$13,000.00
11	7'x6' Type A Curb Inlet	EA	1	\$ 9,500.00	\$9,500.00	\$ 11,500.00	\$11,500.00	\$ 7,500.00	\$7,500.00
12	7'x7' Type A Curb Inlet	EA	1	\$ 8,500.00	\$8,500.00	\$ 11,700.00	\$11,700.00	\$ 8,000.00	\$8,000.00
13	Concrete Collar	EA	1	\$ 1,000.00	\$1,000.00	\$ 2,600.00	\$2,600.00	\$ 1,500.00	\$1,500.00
14	24" HDPE	LF	32	\$ 65.00	\$2,080.00	\$ 98.00	\$3,136.00	\$ 95.00	\$3,040.00
15	36" HDPE	LF	38	\$ 85.00	\$3,230.00	\$ 111.00	\$4,218.00	\$ 125.00	\$4,750.00
16	48" Equiv. RCPA	LF	74	\$ 473.00	\$35,002.00	\$ 528.00	\$39,072.00	\$ 450.00	\$33,300.00
17	Riprap (12")	CY	16	\$ 100.00	\$1,600.00	\$ 267.00	\$4,272.00	\$ 75.00	\$1,200.00
18	Sodding	SY	1,050	\$ 9.00	\$9,450.00	\$ 6.50	\$6,825.00	\$ 12.00	\$12,600.00
19	Erosion Control	LS	1	\$ 3,000.00	\$3,000.00	\$ 1,560.00	\$1,560.00	\$ 2,000.00	\$2,000.00
<b>TOTAL BID =</b>					<b>\$147,741.00</b>		<b>\$175,363.00</b>		<b>\$190,540.00</b>

**BID TABS**

**STORM DRAINAGE IMPROVEMENTS - PROJECT AREA 21**

February 9, 2024

Item	Item Description:	Unit	Quantity	Stockman Construction Corp.	
				Unit Price	Extension
1	Mobilization	LS	1	\$ 6,500.00	\$6,500.00
2	Demolition and Site Preparation	LS	1	\$ 20,000.00	\$20,000.00
3	Traffic Control	LS	1	\$ 6,000.00	\$6,000.00
4	Construction Staking	LS	1	\$ 12,000.00	\$12,000.00
5	Embankment	CY	100	\$ 60.00	\$6,000.00
6	Unclassified Excavation	CY	200	\$ 60.00	\$12,000.00
7	Water Main Replacement	LF	45	\$ 245.00	\$11,025.00
8	Types 1 & 2 Curb and Gutter	LF	50	\$ 65.00	\$3,250.00
9	Remove and Replace Asphalt Pavement	SY	100	\$ 260.00	\$26,000.00
10	5'x5' Side Opening Inlet	EA	2	\$ 8,800.00	\$17,600.00
11	7'x6' Type A Curb Inlet	EA	1	\$ 11,000.00	\$11,000.00
12	7'x7' Type A Curb Inlet	EA	1	\$ 11,000.00	\$11,000.00
13	Concrete Collar	EA	1	\$ 2,300.00	\$2,300.00
14	24" HDPE	LF	32	\$ 147.00	\$4,704.00
15	36" HDPE	LF	38	\$ 167.00	\$6,346.00
16	48" Equiv. RCPA	LF	74	\$ 432.00	\$31,968.00
17	Riprap (12")	CY	16	\$ 200.00	\$3,200.00
18	Sodding	SY	1,050	\$ 30.00	\$31,500.00
19	Erosion Control	LS	1	\$ 3,000.00	\$3,000.00
<b>TOTAL BID =</b>					<b>\$225,393.00</b>

# ADDENDUM NUMBER 1

**SEDALIA, MO**  
COME GROW WITH US

**Title:** Storm Drainage Improvements – Project Area 21  
**Owner:** City of Sedalia, Missouri  
**Engineer:** Wilson & Company, Inc., Engineers & Architects

ISSUE DATE: **January 25, 2024**

Bidders are hereby notified of the following changes, additions, modifications, information and clarification for the above project, for which Bids are to be received on Wednesday, **February 7, 2024**, at 2:30 PM are amended as follows:

## **QUESTIONS AND CLARIFICATIONS**

1. Do you have any idea when these projects will have to be performed? This will decide whether we will want to bid or not.
  - a. *The expectation would be that the Contractor will mobilize to the site between 30-45 days from the date of Contract execution.*
2. We are planning on bidding on the four storm drainage improvement projects that bid on February 7th, and we have a question. If a contractor is low on two or more of these projects, will there be a modification of the days to complete or will the contractor be expected to do up to four projects at the same time and stay within the time allowed for each project?
  - a. *If this scenario occurs and one contractor is awarded two or more projects, a modified schedule may be negotiated with the City.*
3. Our bonding agent says that the bid bond forms provided by Sedalia do not list an owner. They need an owner's name to issue the bonds. Do you have forms that show the name of the owner, or can we just type in The City of Sedalia?
  - a. *Please use "The City of Sedalia, MO" as the Owner name.*

## **PLANS**

1. No Changes

## **PROJECT MANUAL**

1. No Changes

**NOTE: Bidders must acknowledge receipt of this Addendum by listing the number and date, where provided, on the Proposal.**

## ADDENDUM NUMBER 2

**SEDALIA, MO**  
COME GROW WITH US

**Title:** Storm Drainage Improvements – Project Area 21  
**Owner:** City of Sedalia, Missouri  
**Engineer:** Wilson & Company, Inc., Engineers & Architects

ISSUE DATE: **February 2, 2024**

Bidders are hereby notified of the following changes, additions, modifications, information and clarification for the above project, for which Bids are to be received on Wednesday, **February 7, 2024**, at 2:30 PM are amended as follows:

### **QUESTIONS AND CLARIFICATIONS**

1. Can you identify the size of the waterlines to be relocated?
  - a. *The water main size according to GIS is 6". There were no potholes performed to confirm these sizes though and it shall be the Contractor's responsibility to confirm pipe sizes.*
2. There seems to be many conflicts with the existing gas mains and service lines. Are there any relocation plans by Liberty or Empire Gas in place at this time?
  - a. *Liberty is aware of the projects and the potential relocation needs. They will work with the City and Contractor to complete relocations as necessary.*

### **PLANS**

1. No Changes

### **PROJECT MANUAL**

1. No Changes

**NOTE: Bidders must acknowledge receipt of this Addendum by listing the number and date, where provided, on the Proposal.**

**BID TABULATION**  
**Storm Drainage Improvements Project Area 21**  
**February 7, 2024 2:30 p.m.**  
**City Council Chambers**

Description	Units	Qty.	POORT EXCAVATING 1128 West Main Sedalia, Mo 65301			ORR WYATT STREETS CAPES 6632 Raytown Rd. Ste. A Raytown, MO 64133			RHAD A. BAKER CONSTRUCTION 4851 CO Rd. 219 Fulton, MO 65251			CALE SEYMOUR CONSTRUCTION 708 NE MI MI HWY Knob Noster, MO 65336			GENESIS ENVIRONMENTAL SOLUTIONS 8422 S. 7 Highway Blue Springs, MO 64014			STOCKMAN CONST. CORP. 2021 Idlewood Rd. Jefferson City, MO 65109			CORRETT CONSTRUCTION 621 NE 1201 Knob Noster, MO 65336		
			Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	
Mobilization	LS	1	\$15,000.00	\$15,000.00	\$7,400.00	\$7,400.00	\$30,000.00	\$30,000.00	\$13,500.00	\$13,500.00	\$10,723.94	\$10,723.94	\$6,500.00	\$6,500.00	\$59,513.00	\$59,513.00	\$6,500.00	\$6,500.00	\$59,513.00	\$59,513.00			
Demolition and Site Preparation	LS	1	\$12,239.00	\$12,239.00	\$13,400.00	\$13,400.00	\$22,500.00	\$22,500.00	\$8,050.00	\$8,050.00	\$13,650.83	\$13,650.83	\$20,000.00	\$20,000.00	\$9,919.00	\$9,919.00	\$6,000.00	\$6,000.00	\$6,348.00	\$6,348.00			
Traffic Control	LS	1	\$2,000.00	\$2,000.00	\$560.00	\$560.00	\$3,000.00	\$3,000.00	\$9,775.00	\$9,775.00	\$1,628.58	\$1,628.58	\$6,000.00	\$6,000.00	\$6,084.00	\$6,084.00	\$12,000.00	\$12,000.00	\$6,084.00	\$6,084.00			
Construction Staking	LS	1	\$0.00	\$0.00	\$560.00	\$560.00	\$3,500.00	\$3,500.00	\$9,775.00	\$9,775.00	\$5,309.32	\$5,309.32	\$5,309.32	\$5,309.32	\$241.16	\$241.16	\$6,000.00	\$6,000.00	\$6,084.00	\$6,084.00			
Embankment	CY	100	\$40.00	\$4,000.00	\$17.00	\$1,700.00	\$5,000.00	\$5,000.00	\$46.00	\$4,600.00	\$54.86	\$5,486.00	\$60.00	\$6,000.00	\$41.00	\$4,100.00	\$60.00	\$6,000.00	\$6,084.00	\$6,084.00			
Unclassified Excavation	CY	200	\$40.00	\$8,000.00	\$50.00	\$10,000.00	\$40.00	\$8,000.00	\$46.00	\$9,200.00	\$24.07	\$4,814.00	\$60.00	\$12,000.00	\$41.00	\$4,100.00	\$60.00	\$6,000.00	\$6,084.00	\$6,084.00			
Watermain Replacement	LF	45	\$192.00	\$8,640.00	\$488.00	\$20,610.00	\$150.00	\$6,750.00	\$204.00	\$9,180.00	\$282.51	\$12,712.95	\$245.00	\$11,025.00	\$266.00	\$12,000.00	\$245.00	\$11,025.00	\$11,025.00	\$11,025.00			
Type 1 & 2 Curb and Gutter	LF	50	\$50.00	\$2,500.00	\$61.00	\$3,050.00	\$70.00	\$3,500.00	\$46.00	\$2,300.00	\$73.35	\$3,667.50	\$65.00	\$3,250.00	\$46.28	\$2,314.00	\$65.00	\$3,250.00	\$3,250.00	\$3,250.00			
Remove and Replace Asphalt Pavement	SY	100	\$90.00	\$9,000.00	\$168.00	\$16,800.00	\$214.00	\$21,400.00	\$207.00	\$20,700.00	\$336.54	\$33,654.00	\$260.00	\$26,000.00	\$162.67	\$16,267.00	\$260.00	\$26,000.00	\$26,000.00	\$26,000.00			
5X6" Side Opening Inlet	EA	2	\$6,500.00	\$13,000.00	\$8,700.00	\$17,400.00	\$6,500.00	\$13,000.00	\$11,500.00	\$23,000.00	\$10,474.36	\$20,948.72	\$8,800.00	\$17,600.00	\$11,833.50	\$23,667.00	\$8,800.00	\$17,600.00	\$17,600.00	\$17,600.00			
7X6" Type A Curb Inlet	EA	1	\$9,500.00	\$9,500.00	\$11,500.00	\$11,500.00	\$7,500.00	\$7,500.00	\$11,500.00	\$11,500.00	\$15,274.68	\$15,274.68	\$11,000.00	\$11,000.00	\$15,393.00	\$15,393.00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00			
7X7" Type A Curb Inlet	EA	1	\$8,500.00	\$8,500.00	\$11,700.00	\$11,700.00	\$8,000.00	\$8,000.00	\$11,500.00	\$11,500.00	\$15,495.09	\$15,495.09	\$11,000.00	\$11,000.00	\$15,720.00	\$15,720.00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00			
Concrete Collar	EA	1	\$1,000.00	\$1,000.00	\$2,600.00	\$2,600.00	\$1,500.00	\$1,500.00	\$1,150.00	\$1,150.00	\$4,709.20	\$4,709.20	\$2,300.00	\$2,300.00	\$674.00	\$674.00	\$2,300.00	\$2,300.00	\$2,300.00	\$2,300.00			
18" HDPE	LF	32	\$65.00	\$2,080.00	\$98.00	\$3,136.00	\$95.00	\$3,040.00	\$125.75	\$4,024.00	\$87.99	\$2,815.68	\$147.00	\$4,704.00	\$96.41	\$3,085.00	\$147.00	\$4,704.00	\$4,704.00	\$4,704.00			
36" HDPE	LF	38	\$85.00	\$3,230.00	\$111.00	\$4,218.00	\$125.00	\$4,750.00	\$287.50	\$10,925.00	\$109.03	\$4,143.14	\$167.00	\$6,346.00	\$158.92	\$6,039.00	\$167.00	\$6,346.00	\$6,346.00	\$6,346.00			
48" Equiv. RCPA	LF	74	\$473.00	\$35,002.00	\$528.00	\$39,072.00	\$450.00	\$33,300.00	\$652.70	\$48,299.80	\$500.44	\$37,032.56	\$432.00	\$31,968.00	\$487.34	\$36,063.00	\$432.00	\$31,968.00	\$31,968.00	\$31,968.00			
Riprap (12")	CY	16	\$100.00	\$1,600.00	\$267.00	\$4,272.00	\$75.00	\$1,200.00	\$122.20	\$1,955.20	\$318.51	\$5,096.16	\$200.00	\$2,000.00	\$106.38	\$1,702.00	\$200.00	\$2,000.00	\$2,000.00	\$2,000.00			
Sodding	SY	1,050	\$9.00	\$9,450.00	\$6.50	\$6,825.00	\$12.00	\$12,600.00	\$11.50	\$12,075.00	\$14.74	\$15,477.00	\$30.00	\$31,500.00	\$11.90	\$12,489.00	\$30.00	\$31,500.00	\$31,500.00	\$31,500.00			
Erosion Control	LS	1	\$3,000.00	\$3,000.00	\$1,560.00	\$1,560.00	\$2,000.00	\$2,000.00	\$1,750.00	\$1,750.00	\$4,464.21	\$4,464.21	\$3,000.00	\$3,000.00	\$3,306.00	\$3,306.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00			
<b>GRAND TOTAL</b>				<b>\$147,741.00</b>		<b>\$175,363.00</b>		<b>\$190,540.00</b>	<b>Math Error</b>	<b>*\$206,359.13</b>	<b>\$217,003.56</b>		<b>\$225,393.00</b>	<b>Math Error</b>	<b>*\$262,908.00</b>		<b>\$262,908.00</b>	<b>Math Error</b>	<b>*\$262,908.00</b>				
Addendum No. 1 & 2				Yes		Yes		Yes	Yes		Yes		Yes	Yes		Yes		Yes	Yes				
Anti-Collision				Yes		Yes		Yes	Yes		Yes		Yes	Yes		Yes		Yes	Yes				
Bid Bond				Yes		Yes		Yes	Yes		Yes		Yes	Yes		Yes		Yes	Yes				

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

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

**AN ORDINANCE AUTHORIZING AN AGREEMENT FOR STORM DRAINAGE IMPROVEMENTS, PROJECT AREA 35.**

**WHEREAS**, The City of Sedalia, Missouri, received a proposal from S & A Equipment and Builders, LLC; and

**WHEREAS**, under the proposal, the City of Sedalia, Missouri, shall give the sum and amount of Two Hundred Thirty-two Thousand Six Hundred Twenty-nine dollars and Eighty-three cents (\$232,629.83) to S & A Equipment and Builders, LLC for Storm Drainage Improvements, Project Area 35 contained in Project No. 2021-181B, dated May 4, 2023 as 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 S & A Equipment and Builders, LLC in substantively the same form and content as the agreement has been proposed.

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 21<sup>st</sup> day of February 2024.

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

Approved by the Mayor of said City this 21<sup>st</sup> day of February 2024.

ATTEST:

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

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



Let's Cross Paths

## City of Sedalia

200 S. Osage

Sedalia, MO 65301

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

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To: Kelvin Shaw, City Administrator  
Through: Matthew Wirt, Assistant City Administrator *MW*  
From: Jeremy Stone, Public Works Project Manager  
Date: February 14, 2024  
Subject: 2021-181B Storm Drainage Improvements Project Area 35

The Public Works Department received seven (7) bids for the above mentioned project ranging from \$2332,629.83 to \$317,776.78.

Bidders included:

- Cale Seymore Construction, LLC.- Base bid-\$265,334.98. Base bid with alternate \$258,655.59
- Corbett Construction- Base bid-\$317,776.78. Base bid with alternate- No bid
- Rhad A Baker Construction LLC- Base bid- \$300,240.00. Base bid with alternate \$297,930.00
- Genesis Environmental Solutions, Inc.- Base bid \$269,521.49. Base bid with alternate \$263,247.64
- Orr Wyatt Streetscapes- Base bid \$254,656.00. Base bid with alternate \$252,815.00
- Stockman Construction Corp.- Base bid \$290,743.00. Base bid with alternate- No bid
- S & A Equipment and Builders LLC- Base bid \$238,620.71

S & A Equipment and Builders, LLC., whose primary office is 7398 County Road 409, Fulton, MO 65251 was the low bidder.

S & A Equipment and Builders, LLC. has previously completed work for the City and the work has been satisfactory.

The Public Works Department recommends approval of the low base bid with the alternate in the amount of \$232,629.83.

Thank you for your consideration.



**PROPOSAL**

**TO THE CITY OF SEDALIA, MISSOURI:**

Pursuant to and in compliance with the Notice to Contractors and having examined the plans and specifications with related documents and the site(s) of the proposed work, the undersigned bidder proposes and agrees, if this proposal is accepted, to furnish all labor, materials, tools, supplies, equipment and supervision and to do all other work necessary for the **STORM DRAINAGE IMPROVEMENTS – PROJECT AREA 35, Project 2021-181B, dated May 4 2023**, as noted in these contract documents for the following price(s):

Item No.	Description	UNIT	Estimated Quantity	Unit Cost	Amount
1	Mobilization	LS	1	29347.95	29347.95
2	Demo and Site Prep	LS	1	23687.55	23687.55
3	Traffic Control	LS	1	5869.59	5869.59
4	Construction Staking	LS	1	7043.51	7043.51
5	Water Main Replacement	LF	80	116.62	9329.60
6	Type 1 Curb and Gutter	LF	31	85.40	2647.40
7	Remove and Replace Asphalt Pavement	SY	72	195.31	14062.32
8	Residential Driveway (6")	SY	56	135.87	7608.72
9	Concrete Sidewalk	SF	46	32.24	1483.04
10	4' x 4' Type A Curb Inlet	EA	3	4504.41	13513.23
11	5' x 5' Type A Curb Inlet	EA	5	5704.02	28520
12	7' x 5' Type A Special Inlet	EA	1	6623.71	6623.71
13	5' x 5' Junction Box	EA	1	5101.73	5101.73
14	15" RCP	LF	40	79.61	3184.40
15	18" RCP	LF	63	90.29	5689.27
16	24" RCP	LF	35	69.03	2391.05
17	24" HDPE	LF	75	91.47	6860.25
18	30" RCP	LF	33	186.17	6143.61
19	30" HDPE	LF	298	83.74	24954.52
20	Sodding	SY	370	76.30	28231.00
21	Erosion Control	LS	1	6339.16	6339.16

**TOTAL AMOUNT OF BASE BID: \$ 240 362.66**

**ALTERNATE BID – POLYPROPYLENE PIPE**

Item No.	Description	UNIT	Estimated Quantity	Unit Cost	Amount
14	15" Polypropylene Pipe	LF	40	67.19	2687.60
15	18" Polypropylene Pipe	LF	63	57.04	3593.52
16	24" Polypropylene Pipe	LF	35	68.03	2381.05
18	30" Polypropylene Pipe	LF	33	83.16	2744.28

**TOTAL AMOUNT OF ALTERNATE BID: \$** 11406.45

Bidder acknowledges receipt of the following addenda, which has been considered in the preparation of this bid:

Addendum No. <u>1</u>	Dated: <u>1-25-24</u>
Addendum No. <u>2</u>	Dated: <u>2-2-24</u>
Addendum No. _____	Dated: _____

The undersigned agrees, if this proposal is accepted, to complete the work within **a period of 45 calendar days** from the date of the Notice to Proceed.

NAME OF BIDDER: S & A Equipment + Builders, LLC  
 BY: [Signature]  
 TITLE: owner  
 ADDRESS: 7398 County Rd 409, Fulton, MD 21657  
 DATE: 2-6-24

Bidder acknowledges receipt of the following addenda, which has been considered in the preparation of this bid:

Addendum No. 1  
Addendum No. 2  
Addendum No. \_\_\_\_\_

Dated: 1-25-24  
Dated: 2-2-24  
Dated: \_\_\_\_\_

The undersigned agrees, if this proposal is accepted, to complete the work within **a period of 45 calendar days** from the date of the Notice to Proceed.

NAME OF BIDDER: S + A Equipment + Builders LLC  
BY: [Signature]  
TITLE: owner  
ADDRESS: 7398 county Rd 409, Fulton, MO 652  
DATE: 2-6-24

**CONTRACT AGREEMENT**

STATE OF MISSOURI  
COUNTY OF PETTIS

THIS AGREEMENT AND INDENTURE MADE AND ENTERED INTO THIS, the \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the CITY OF SEDALIA, MISSOURI.

Party of the first part, termed in this agreement and the Contract Documents as the "CITY", and \_\_\_\_\_ Party of the second part, termed in this agreement and the Contract Documents as the "CONTRACTOR".

WITNESSETH:

THAT, WHEREAS, the City has heretofore caused to be prepared certain contract documents for furnishing material, personnel and performing work therein fully described, and the Contractor did, on the \_\_\_\_\_ day of \_\_\_\_\_, 2024 file with the City a copy of said contract documents together with his offer and proposal to furnish said material and perform said work at the terms therein fully stated and set forth; and,

WHEREAS, the said contract documents accurately and fully described the terms and conditions upon which the contractor is willing to furnish the materials, personnel and perform the work called for by the said contract documents and in the manner and time of furnishing and performing same,

IT IS, THEREFORE, AGREED:

1. That a copy of said contract documents filed as aforesaid be attached hereto and that the same do in all particulars become the agreement and contract between the parties hereto in all matters and things set forth therein and described; and further, that both parties hereby accept and agree to the terms and conditions of said contract documents so filed for the **STORM DRAINAGE IMPROVEMENTS – PROJECT AREA 35, Project 2021-181B, dated May 4, 2023,**
2. The Contract Documents hereto annexed are made a part of this agreement and contract as fully and absolutely as if herein set out.
3. That the wages paid under this contract shall be not less than the prevailing rate of wages as determined by the Missouri State Division of Labor Standards.
4. This contract is executed in four (4) copies.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and year in this agreement first above written.

ATTEST:

CITY OF SEDALIA, MISSOURI  
(Party of the first part)

\_\_\_\_\_  
City Clerk

BY: \_\_\_\_\_  
Kelvin Shaw  
City Administrator

SEAL

(If a corporation)

ATTEST: \_\_\_\_\_  
Secretary

SIGNATURE OF CONTRACTOR  
(Party of the second part)

CONTRACTOR:

(CORPORATE SEAL)

BY: \_\_\_\_\_  
(Name & Title)

(If an individual or partnership)

CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_  
(Name & Title)

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STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2024 before me personally appeared \_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in \_\_\_\_\_, the day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**BID TABS**  
**STORM DRAINAGE IMPROVEMENTS - PROJECT AREA 35**  
 February 13, 2024

Item	Item Description:	Unit	Quantity	Rhad A Baker Construction LLC		S & A Equipment & Builders LLC		Stockman Construction Corp.	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Mobilization	LS	1	\$ 40,000.00	\$40,000.00	\$ 29,347.95	\$29,347.95	\$ 7,500.00	\$7,500.00
2	Demo and Site Prep	LS	1	\$ 25,000.00	\$25,000.00	\$ 23,687.55	\$23,687.55	\$13,000.00	\$13,000.00
3	Traffic Control	LS	1	\$ 5,000.00	\$5,000.00	\$ 5,869.59	\$5,869.59	\$10,000.00	\$10,000.00
4	Construction Staking	LS	1	\$ 3,000.00	\$3,000.00	\$ 7,043.51	\$7,043.51	\$12,000.00	\$12,000.00
5	Water Main Replacement	LF	80	\$ 135.00	\$10,800.00	\$ 116.62	\$9,329.60	\$ 360.00	\$28,800.00
6	Type 1 Curb and Gutter	LF	31	\$ 100.00	\$3,100.00	\$ 85.40	\$2,647.40	\$ 67.00	\$2,077.00
7	Remove and Replace Asphalt Pavement	SY	72	\$ 270.00	\$19,440.00	\$ 195.31	\$14,062.32	\$ 265.00	\$19,080.00
8	Residential Driveway (6")	SY	56	\$ 100.00	\$5,600.00	\$ 135.87	\$7,608.72	\$ 122.00	\$6,832.00
9	Concrete Sidewalk (4")	SF	46	\$ 25.00	\$1,150.00	\$ 32.24	\$1,483.04	\$ 30.00	\$1,380.00
10	4' x 4' Type A Curb Inlet	EA	3	\$ 6,800.00	\$20,400.00	\$ 4,504.41	\$13,513.23	\$ 8,300.00	\$24,900.00
11	5' x 5' Type A Curb Inlet	EA	5	\$ 8,200.00	\$41,000.00	\$ 5,704.02	\$28,520.10	\$ 9,600.00	\$48,000.00
12	7' x 5' Type A Special Inlet	EA	1	\$ 8,600.00	\$8,600.00	\$ 6,623.71	\$6,623.71	\$11,000.00	\$11,000.00
13	5' x 5' Junction Box	EA	1	\$ 7,700.00	\$7,700.00	\$ 5,101.73	\$5,101.73	\$ 9,300.00	\$9,300.00
14	15" RCP	LF	40	\$ 275.00	\$11,000.00	\$ 79.61	\$3,184.40	\$ 153.00	\$6,120.00
15	18" RCP	LF	63	\$ 285.00	\$17,955.00	\$ 90.29	\$5,688.27	\$ 128.00	\$8,064.00
16	24" RCP	LF	35	\$ 290.00	\$10,150.00	\$ 68.03	\$2,381.05	\$ 178.00	\$6,230.00
17	24" HDPE	LF	75	\$ 125.00	\$9,375.00	\$ 91.47	\$6,860.25	\$ 108.00	\$8,100.00
18	30" RCP	LF	33	\$ 300.00	\$9,900.00	\$ 186.17	\$6,143.61	\$ 240.00	\$7,920.00
19	30" HDPE	LF	298	\$ 150.00	\$44,700.00	\$ 83.74	\$24,954.52	\$ 135.00	\$40,230.00
20	Sodding	SY	370	\$ 11.00	\$4,070.00	\$ 76.30	\$28,231.00	\$ 43.00	\$15,910.00
21	Erosion Control	LS	1	\$ 2,300.00	\$2,300.00	\$ 6,339.16	\$6,339.16	\$ 4,300.00	\$4,300.00
<b>TOTAL BID =</b>					<b>\$300,240.00</b>		<b>\$238,620.71</b>		<b>\$290,743.00</b>

ALTERNATE BID									
Item	Item Description:	Unit	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
14	15" Polypropylene Pipe	EA	40	\$ 250.00	\$10,000.00	\$ 67.19	\$2,687.60		
15	18" Polypropylene Pipe	EA	63	\$ 275.00	\$17,325.00	\$ 57.04	\$3,593.52		
16	24" Polypropylene Pipe	EA	35	\$ 280.00	\$9,800.00	\$ 68.03	\$2,381.05		
18	30" Polypropylene Pipe	EA	33	\$ 290.00	\$9,570.00	\$ 83.16	\$2,744.28		
<b>TOTAL ALTERNATE BID =</b>					<b>\$46,695.00</b>		<b>\$11,406.45</b>		
<b>TOTAL BASE BID + ALTERNATE BID =</b>					<b>\$297,930.00</b>		<b>\$250,027.16</b>		

**BID TABS**  
**STORM DRAINAGE IMPROVEMENTS - PROJECT AREA 35**  
 February 13, 2024

Item	Item Description:	Unit	Quantity	Cale Seymour Construction, LLC		Corbett Construction		Genesis Environmental Solutions, Inc.		Orr Wyatt Streetscapes	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Mobilization	LS	1	\$ 17,358.36	\$17,358.36	\$ 59,513.00	\$59,513.00	\$19,754.84	\$19,754.84	\$ 8,400.00	\$8,400.00
2	Demo and Site Prep	LS	1	\$ 8,625.00	\$8,625.00	\$ 3,306.00	\$3,306.00	\$ 9,100.48	\$9,100.48	\$11,200.00	\$11,200.00
3	Traffic Control	LS	1	\$ 3,300.00	\$3,300.00	\$ 6,348.00	\$6,348.00	\$ 224.63	\$224.63	\$ 800.00	\$800.00
4	Construction Staking	LS	1	\$ 8,625.00	\$8,625.00	\$ 6,084.00	\$6,084.00	\$ 5,309.28	\$5,309.28	\$ 1,700.00	\$1,700.00
5	Water Main Replacement	LF	80	\$ 373.75	\$29,900.00	\$ 306.83	\$24,546.40	\$ 300.89	\$24,071.20	\$ 429.00	\$34,320.00
6	Type 1 Curb and Gutter	LF	31	\$ 46.00	\$1,426.00	\$ 46.29	\$1,434.99	\$ 64.17	\$1,989.27	\$ 67.00	\$2,077.00
7	Remove and Replace Asphalt Pavement	SY	72	\$ 39.95	\$2,876.40	\$ 162.67	\$11,712.24	\$ 273.79	\$19,712.88	\$ 167.00	\$12,024.00
8	Residential Driveway (6")	SY	56	\$ 154.02	\$8,625.12	\$ 136.21	\$7,627.76	\$ 149.94	\$8,396.64	\$ 111.00	\$6,216.00
9	Concrete Sidewalk (4")	SF	46	\$ 25.00	\$1,150.00	\$ 18.52	\$851.92	\$ 65.14	\$2,996.44	\$ 22.00	\$1,012.00
10	4' x 4' Type A Curb Inlet	EA	3	\$ 9,775.00	\$29,325.00	\$ 11,389.67	\$34,169.01	\$ 9,438.01	\$28,314.03	\$ 7,800.00	\$23,400.00
11	5' x 5' Type A Curb Inlet	EA	5	\$ 11,500.00	\$57,500.00	\$ 13,490.40	\$67,452.00	\$ 9,678.07	\$48,390.35	\$10,300.00	\$51,500.00
12	7' x 5' Type A Special Inlet	EA	1	\$ 11,500.00	\$11,500.00	\$ 14,738.00	\$14,738.00	\$14,963.57	\$14,963.57	\$10,500.00	\$10,500.00
13	5' x 5' Junction Box	EA	1	\$ 11,500.00	\$11,500.00	\$ 13,414.00	\$13,414.00	\$13,862.18	\$13,862.18	\$10,200.00	\$10,200.00
14	15" RCP	LF	40	\$ 122.20	\$4,888.00	\$ 103.83	\$4,153.20	\$ 94.32	\$3,772.80	\$ 138.00	\$5,520.00
15	18" RCP	LF	63	\$ 127.77	\$8,049.51	\$ 108.78	\$6,853.14	\$ 87.57	\$5,516.91	\$ 144.00	\$9,072.00
16	24" RCP	LF	35	\$ 226.72	\$7,935.20	\$ 120.28	\$4,209.80	\$ 160.34	\$5,611.90	\$ 166.00	\$5,810.00
17	24" HDPE	LF	75	\$ 92.00	\$6,900.00	\$ 96.41	\$7,230.75	\$ 87.78	\$6,583.50	\$ 111.00	\$8,325.00
18	30" RCP	LF	33	\$ 261.33	\$8,623.89	\$ 154.73	\$5,106.09	\$ 189.03	\$6,237.99	\$ 253.00	\$8,349.00
19	30" HDPE	LF	298	\$ 102.25	\$30,470.50	\$ 103.76	\$30,920.48	\$ 101.78	\$30,330.44	\$ 137.00	\$40,826.00
20	Sodding	SY	370	\$ 13.60	\$5,032.00	\$ 11.90	\$4,403.00	\$ 14.74	\$5,453.80	\$ 6.50	\$2,405.00
21	Erosion Control	LS	1	\$ 1,725.00	\$1,725.00	\$ 3,703.00	\$3,703.00	\$ 8,928.36	\$8,928.36	\$ 1,000.00	\$1,000.00
<b>TOTAL BID =</b>					<b>\$265,334.98</b>		<b>\$317,776.78</b>		<b>\$269,521.49</b>		<b>\$254,656.00</b>

**ALTERNATE BID**

Item	Item Description:	Unit	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
14	15" Polypropylene Pipe	EA	40	\$ 111.77	\$4,470.80			\$ 89.32	\$3,572.80	\$ 128.00	\$5,120.00
15	18" Polypropylene Pipe	EA	63	\$ 111.90	\$7,049.70			\$ 82.57	\$5,201.91	\$ 133.00	\$8,379.00
16	24" Polypropylene Pipe	EA	35	\$ 90.66	\$3,173.10			\$ 82.78	\$2,897.30	\$ 155.00	\$5,425.00
18	30" Polypropylene Pipe	EA	33	\$ 246.17	\$8,123.61			\$ 96.78	\$3,193.74	\$ 242.00	\$7,986.00
<b>TOTAL ALTERNATE BID =</b>					<b>\$22,817.21</b>				<b>\$14,865.75</b>		<b>\$26,910.00</b>
<b>TOTAL BASE BID + ALTERNATE BID =</b>					<b>\$258,655.59</b>		<b>\$263,247.64</b>		<b>\$263,247.64</b>		<b>\$252,815.00</b>







# 2021 INTERNATIONAL CODE ADOPTION PROPOSED AMENDMENTS February 16, 2024

These codes are available electronically for viewing at <https://codes.iccsafe.org/codes/i-codes>

## **CHAPTER 10, ARTICLE IV – BUILDING CODE**

The following sections of the International Building Code, 2021 edition, are hereby amended, deleted, or added as follows:

(1) IBC Section 101.1, Title, is hereby amended to read as follows:

"These regulations shall be known as the Building Code of the City of Sedalia, Missouri, hereinafter referred to as "this code"."

(2) IBC Section 103.1, Creation of enforcement agency, is hereby amended to read as follows:

"The City of Sedalia Building and Code Department is hereby created and the official in charge thereof shall be known as the Building Official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code."

(3) IBC Section 103.2, Appointment, is hereby amended to read as follows:

Deleting the words "code official" and insert "Building Official". All references to the "code official", as stated throughout this International Building Code, shall hereby read "Building Official".

(4) IBC Section 105.1.1, Annual permit, is hereby deleted in its entirety.

(5) IBC Section 105.1.2, Annual permit records, is hereby deleted in its entirety.

(6) IBC Section 105.2, Work exempt from permit, Building Item #1 is hereby amended to read as follows:

"One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided that the floor area is not greater than 200 square feet."

(7) IBC Section 105.2, Work exempt from permit, Building Item #2 is hereby amended to read as follows:

"Fences not over 6 feet high."

(8) IBC Section 110.3.9, Energy efficiency inspections, is hereby deleted in its entirety.

(9) IBC Section 113, Means of appeals, is deleted in its entirety and adding, "Application for Appeal. All appeals shall be conducted as set forth in Division 3 of Article VI of Chapter 2, "Board of Appeals" of the Code of Ordinances, City of Sedalia, Missouri."

(10) IBC Section 114.4, Violation penalties, is hereby amended to read as follows:

"Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, construct, install, alter or repair a building or structure in violation of the approved construction documents or direction of the Building Official, or of a permit issued under the provisions of this code, shall be subject to prosecution and penalties as prescribed by law. Each day that a violation continues shall be deemed a separate offense."

(11) IBC Section 423.5, Group E occupancies, is hereby amended to add the following:

"Exception 4. Group E occupancies that undergo alterations or additions where the cost of compliance with ICC 500 Section 702 is greater than 20% of the total project cost may omit the requirements of ICC 500 Section 702 only. (12) IBC Section 502, Building Address, is hereby amended to add the following language:

(12) IBC Section 502, Building Address, is hereby amended to add the following:

"In multi-tenant buildings, where tenants have multiple entrances located on different sides of the building, each door shall be addressed. Address characters shall be capable of being automatic and continuously illuminated by an internal or external lighting source from dusk to dawn. The City, as the addressing authority within Corporate Limits, will assign addressing and/or sub-addressing to meet emergency response standards."

(13) IBC Section 903.3.7, Fire department connections, is hereby amended to read as follows:

"Fire department connections for automatic sprinkler systems shall be installed with a four-inch (4") Storz with a thirty-degree (30°) turn down. The location of fire department connections shall be street side and approved by the Fire Code Official."

(14) IBC Table 1004.5, Maximum Floor Area Allowances Per Occupant, is here by amended to add the following:

"Footnote b. To prevent a decrease in allowable occupants in an existing business occupancy, an occupant load factor of 100 sf per person will be allowed if all of the following conditions are met:

1. Occupancy remains classified as business as defined in the currently adopted code.
2. No construction, remodeling or alterations will be made to the space."

(15) IBC Section 1010.2.8, Locking arrangements in educational occupancies, is here by amended to add the following:

"5. All other locking devices only permitted during an active intruder event in existing educational facilities. Alternate measures to prevent intrusion must be approved by the Authority Having Jurisdiction (AHJ)"

(16) IBC Chapter 13, Energy Efficiency, is hereby deleted in its entirety.

(17) IBC Section 1612.3, Establishment of Flood Hazard Areas, is hereby amended to read as follows:

"To establish flood hazard areas, the applicable governing authority shall adopt a flood hazard map and supporting data. The flood hazard map shall include, at a minimum, areas of special flood hazard as identified by the Federal Emergency Management Agency in an engineering report entitled "The Flood Insurance Study for Pettis County, Missouri and Incorporated Areas" dated November 30, 2023, latest edition of the flood map, as amended or revised with the accompanying Flood Insurance Rate Map (FIRM) and Flood Boundary and Floodway Map (FBFM) and related supporting data along with any revisions thereto. The adopted flood hazard map and supporting data are hereby adopted by reference and declared to be part of this section."

(18) Appendices. The following appendices listed below are adopted in their entirety. All other appendices are deleted in their entirety.

a. Appendix I, "Patio Covers"

b. Appendix K, "Administrative Provisions" for NFPA 70, National Electrical Code 2020

## **CHAPTER 10, ARTICLE IV – RESIDENTIAL BUILDING CODE**

The following sections of the International Residential Code, 2021 edition, are hereby amended, deleted, or added as follows:

(1) IRC Section R101.1, Title, is hereby amended to read as follows:

"These provisions shall be known as the Residential Code for One- and Two-Family Dwellings & Townhouses of the City of Sedalia, Missouri, and shall be cited as such and will be referred to herein as "this code"."

(2) IRC Section 103.1, Creation of enforcement agency, is hereby amended to read as follows:

"The City of Sedalia Building and Code Department is hereby created and the official in charge thereof shall be known as the Building Official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code."

(3) IRC Section 103.2, Appointment, is hereby amended to read as follows:

Deleting the words "code official" and insert "Building Official". All references to the "code official", as stated throughout this International Residential Code, shall hereby read "Building Official".

(4) IRC Section R105.2, Work exempt from permit, Building Item #2 is hereby amended to read as follows:

"Fences not over 6 feet height."

(5) IRC Section 112, Board of Appeals, is deleted in its entirety and adding, "Application for Appeal. All appeals shall be conducted as set forth in Division 3 of Article VI of Chapter 2, "Board of Appeals" of the Code of Ordinances, City of Sedalia, Missouri."

(6) IRC Section 113.4, Violation penalties, is hereby amended to read as follows:

"Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, construct, install, alter or repair a building or structure in violation of the approved construction documents or direction of the Building Official, or of a permit issued under the provisions of this code, shall be subject to prosecution and penalties as prescribed by law. Each day that a violation continues shall be deemed a separate offense."

(7) IRC Table R301.2, Climatic and Geographic Design Criteria, is hereby amended as follows:

Ground Snow load	20 psf
Wind Design Speed	115 mph
Wind Design Topographic effects	No
Wind Design Special Wind Region	No
Wind Design Wind-borne debris zone	No
Seismic Design Category	B
Subject to Damage from Weathering	Severe
Subject to Damage from Frost line depth	32"
Subject to Damage from Termite	Moderate to Heavy
Ice Barrier Underlayment Required (Eaves & Valley's)	Yes
Flood Hazards	November 30, 2023
Air Freezing Index	1054
Mean Annual Temp	55.3°F

(8) IRC Section R309.5, Fire sprinklers, is hereby deleted in its entirety.

(9) IRC Section R310.1, Emergency Escape and Rescue Opening Required, sleeping room definition, is hereby added to read as follows:

"For the purposes of this Section, "Sleeping Room" is defined to mean any room in the dwelling that is greater than 70 square feet and has a built-in closet space and typically could [be] used as a bedroom. This does not include rooms used for cooking, eating, family living or gathering and excludes bathrooms, toilet rooms, halls, storage, utility and workshop space and all unconditioned space."

(10) IRC Section R313.3 is hereby added to read as follows:

"A builder of one- or two-family dwellings or townhouses shall offer to any purchaser on or before the time of entering into the purchase contract the option, at the purchaser's cost, to install or equip fire sprinklers in the dwelling or townhouse, pursuant to the provisions of Section 67.281.1 of the Revised Statutes of Missouri."

(11) IRC Section R317.1.1, Field treatment, is hereby deleted in its entirety.

(12) IRC Section R318.1.2, Field treatment, is hereby deleted in its entirety.

(13) IRC Section R903.4, Roof drainage, is hereby amended to read as follows:

“All dwellings shall have a controlled method of water disposal from roofs that will collect and discharge all roof drainage to the ground surface at least 2 feet from foundation walls or to an approved drainage system.”

(14) IRC Chapter 11, Energy Efficiency, is hereby deleted in its entirety.

(15) IRC Section G2417.4.1, Test pressure, is hereby amended to read as follows:

“The test pressure to be used shall be not less than 1 ½ times the proposed maximum working pressure, but not less than 10 psig, irrespective of design pressure. For welded piping, and for piping carrying gas at pressures in excess of 14 inches water column pressure, the test pressure shall not be less than 60 psig. Where the test pressure exceeds 125 psig, the test pressure shall not exceed a value that produces a hoop stress in the piping greater than 50 percent of the specified minimum yield strength of the pipe.”

(16) IRC Section P2503.1, Inspection required, is hereby amended to add the following:

“In lieu of water or vacuum testing on plastic piping systems, a verifiable primer application will be accepted. All joints must be visible upon inspection.”

(17) IRC Section P2601.2.1, Prohibited drainage and connections, is hereby added to read as follows:

“Sanitary sewer systems shall be designed, built and maintained in such a manner to prevent all storm or ground water from draining, discharging or entering into the sanitary sewer system. Connection of sump pumps, foundation drains, yard drains, gutter downspouts and any other storm water drainage receptacle(s) or system(s) are specifically prohibited from being connected to the sanitary sewer system.”

(18) IRC Section P2602.1, General, is hereby amended to read as follows:

“The water-distribution system of any building or premises where plumbing fixtures are installed shall be connected to a public water supply. Where a public water supply system is not available, or connection to the supply is not feasible, an individual water supply shall be provided. All individual water supplies (wells) are governed by the Missouri State Statutes and are inspected by the state. A copy of the Missouri State Inspection Report shall be submitted to the Building Official for all individual water supplies.

Sanitary drainage piping from plumbing fixtures in buildings and sanitary drainage piping systems from premises shall be connected to a public sewer. Where a public sewer is not available, the sanitary drainage piping and systems shall be connected to a private sewage disposal system. All private sewage disposal systems are governed by Missouri State Statues and are inspected by the state. A copy of the Missouri State Inspection Report shall be submitted to the Building Official for all private sewage disposal systems.

(19) IRC Section P2603.5.1, Sewer depth, is hereby amended to read as follows:

“Building sewers that connect to private sewage disposal systems shall be not less than 12” below finished grade at the point of septic tank connection. Building sewers shall be not less than 12” below grade.”

(20) IRC Section P2604.5, Inspection, is hereby added to read as follows:

“Excavations required for the installation of a building drainage system shall be open trench work and shall be kept open until the piping has been inspected and approved to cover.”

(21) IRC Section P2902.1, General, is hereby amended by adding these additional sentences:

“City of Sedalia, Missouri, Ordinance 8798, approved September 7, 1993, provides for the control and protection of the public potable water system of the city. The provisions of the ordinance are located in Article III of Chapter 60 of the Code of Ordinances of the City of Sedalia, Missouri, which takes precedent over the provisions stated by this Code and are enforced by the water purveyor as per ordinance.”

(22) IRC Section P2904.8.3 is hereby added to read as follows:

"A builder of one- or two-family dwellings or townhouses shall offer to any purchaser on or before the time of entering into the purchase contract the option, at the purchaser's cost, to install or equip fire sprinklers in the dwelling or townhouse, pursuant to the provisions of Section 67.281.1 of the Revised Statutes of Missouri."

(23) IRC Section P2911.12.4, Inspection and testing of backflow prevention assemblies, is hereby amended to read as follows:

“The testing of backflow preventers and backwater valves shall be conducted in accordance with Article II of Chapter 60 of the Code of Ordinances of the City of Sedalia, Missouri, which takes precedence over the provisions stated by this Code.”

(24) IRC Section P3002.2, Building sewer, is hereby amended by adding the following:

“All building sewer pipe must be PVC schedule 40 or equivalent.”

(25) IRC Section P3003.2, Prohibited joints, is hereby amended by adding the following:

6. Saddle-type fittings

- a. Except when connected to a public main.

(26) IRC Section P3005.1, Drainage fittings and connections, is hereby amended by changing Table P3005.1 by deleting the “Xa” shown in the horizontal-to-horizontal column for quarter bend and short sweep fittings, and adding additional footnote, “d. Quarter bend and short sweep fittings are not allowed to be used in horizontal-to-horizontal change in direction for all sizes of pipe.”

(27) IRC Section P3005.2.2, Building sewers, is hereby amended by adding the following:

“All cleanouts shall extend to finish grade or higher with an appropriate cap.”

(28) IRC Section P3007.3.1, Sump pump, is hereby amended to read as follows:

“The sump pump shall be of a capacity and head appropriate to anticipated use requirements. Sumps shall be provided with back-up systems(s) capable of assuring proper sump operation in case of power failure.”

(29) IRC Section P3103.1, Roof extension, is hereby amended to read as follows:

“Open vent pipes that extend through a roof that do not meet the conditions of Section P3103.1.2 or P3103.1.3 shall terminate not less than 12 inches above the roof.”



(30) IRC Section P3303.1.1, Pump capacity and head, is hereby amended to read as follows:

“The sump pump shall be of a capacity and head appropriate to anticipated use requirements. Sumps receiving storm water from any exposed exterior drain(s) or opening(s) shall be provided with back-up systems(s) capable of assuring proper sump operation in case of power failure.”

(31) Seismic Design. Pursuant to Section 319.203(2)(3), RSMO, no provision of the International Residential Code for One- and Two- Family Dwellings requiring seismic design and construction provisions shall apply to any single-family or duplex residence.

(32) Appendices. The following appendices listed below are adopted in their entirety. All other appendices are deleted in their entirety.

- a. Appendix AA, “Sizing and Capacities of Gas Piping”
- b. Appendix AH, “Patio Covers”
- c. Appendix AM, “Home Day Care - R-3 Occupancy”
- d. Appendix AP, “Sizing of Water Piping System”
- e. Appendix AQ, “Tiny Houses”

## CHAPTER 10, ARTICLE V – EXISTING BUILDING CODE

The following sections of the International Existing Building Code, 2021 edition, are hereby amended, deleted, or added as follows:

(1) IEBC Section 101.1, Title, is hereby amended to read as follows:

"These regulations shall be known as the Existing Building Code of the City of Sedalia, Missouri, hereinafter referred to as "this code"."

(2) IEBC Section 103.1, Creation of agency, is hereby amended to read as follows:

"The City of Sedalia Building and Code Department is hereby created, and the official in charge thereof shall be known as the Building Official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code."

(3) IEBC Section 103.2, Appointment, is hereby amended to read as follows:

Delete the words "code official" and insert: "Building Official." All reference to the "code official", as stated throughout this International Existing Building Code, shall hereby read "Building Official."

(4) IEBC Section 105.1.1, Annual permits, is hereby deleted in its entirety.

(5) IEBC Section 105.1.2, Annual permit records, is hereby deleted in its entirety.

(6) IEBC Section 112, Means of Appeals, is deleted in its entirety and adding, "Application for Appeal. All appeals shall be conducted as set forth in Division 3 of Article VI of Chapter 2, "Board of Appeals" of the Code of Ordinances, City of Sedalia, Missouri."

(7) IEBC Section 113.4, Violation penalties, is hereby amended to read as follows:

"Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall repair or alter or change occupancy of a building or structure in violation of the approved construction documents or direction of the Building Official, or of a permit issued under the provisions of this code, shall be subject to prosecution and penalties as prescribed by law. Each day that a violation continues shall be deemed a separate offense."

(8) IEBC Section 708, Energy Conservation, is hereby deleted in its entirety.

(9) IEBC Section 809, Energy Conservation, is hereby deleted in its entirety.

(10) IEBC Section 907, Energy Conservation, is hereby deleted in its entirety.

(11) IEBC Section 1104, Energy Conservation, is hereby deleted in its entirety.

(12) Appendices. All appendices are deleted in their entirety.

## CHAPTER 10, ARTICLE VI – MECHANICAL CODE

The following sections of the International Mechanical Code, 2021 edition, are hereby amended, deleted, or added as follows:

(1) IMC Section 101.1, Title, is hereby amended to read as follows:

“These regulations shall be known as the Mechanical Code of the City of Sedalia, Missouri, hereinafter referred to as “this code”.”

(2) IMC Section 103.1, Creation of agency, is hereby amended to read as follows:

“The City of Sedalia Building and Code Department is hereby created and the official in charge thereof shall be known as the Building Official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.”

(3) IMC Section 103.2, Appointment, is hereby amended to read as follows:

Deleting the words “code official” and insert “Building Official”. All references to the “code official”, as stated throughout this International Mechanical Code, shall hereby read “Building Official”.

(4) IMC Section 106.1.1, Annual permit, is hereby deleted in its entirety.

(5) IMC Section 106.1.2, Annual permit records, is hereby deleted in its entirety.

(6) IMC Section 113, Means of Appeals & Section 114, Board of Appeals, are deleted in their entirety and adding, “Application for Appeal. All appeals shall be conducted as set forth in Division 3 of Article VI of Chapter 2, "Board of Appeals" of the Code of Ordinances, City of Sedalia, Missouri.”

(7) IMC Section 115.4, Violation penalties, is hereby amended to read as follows:

“Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair mechanical work in violation of the approved construction documents or direction of the Building Official, or of a permit issued under the provisions of this code, shall be subject to prosecution and penalties as prescribed by law. Each day that a violation continues shall be deemed a separate offense.”

(8) Appendices. All appendices are deleted in their entirety.

## CHAPTER 10, ARTICLE VII – ELECTRICAL CODE

The following sections of the The National Electrical Code, 2020 edition, are hereby amended, deleted, or added as follows:

- (1) All buildings or structures declared and posted as substandard or dangerous buildings due to electrical conditions, must if repaired or reconstructed, be brought up to passable standards and be wired in accordance with the present electrical code.
- (2) All buildings or structures damaged by fire due to electrical conditions shall be inspected by an established electrical company having an existing electrical contracting license with the city before electrical power is reconnected or turned on.
- (3) Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair electrical work in violation of the approved construction documents or direction of the Building Official, or of a permit issued under the provisions of this code, shall be subject to prosecution and penalties as prescribed by law. Each day that a violation continues shall be deemed a separate offense.
- (4) NEC Section 230.79 (D), All Others, is hereby amended to read as follows:  
  
“For all other installations, the service disconnecting means shall have a rating of not less than 60 amperes with a main breaker.”
- (5) NEC Section 250.52(A)(1), Metal Underground Water Pipe, is hereby amended to read as follows:  
  
“Metal underground water pipe is not permitted as a grounding electrode in new construction. In existing construction, metal underground water pipe shall be discontinued as a grounding electrode upon renovation or upgrade of the electrical system or service, and shall be replaced with additional electrodes, at the discretion of the electrical inspector.
- (6) Appendices. All appendices are deleted in their entirety.

## CHAPTER 10, ARTICLE VIII – PLUMBING CODE

The following sections of the International Plumbing Code, 2021 edition, are hereby amended, deleted, or added as follows:

(1) IPC Section 101.1, Title, is hereby amended to read as follows:

“These regulations shall be known as the Plumbing Code of the City of Sedalia, Missouri, hereinafter referred to as “this code”.”

(2) IPC Section 103.1, Creation of agency, is hereby amended to read as follows:

“The City of Sedalia Building and Code Department is hereby created and the official in charge thereof shall be known as the Building Official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.”

(3) IPC Section 103.2, Appointment, is hereby amended to read as follows:

Deleting the words “code official” and insert “Building Official”. All references to the “code official”, as stated throughout this International Plumbing Code, shall hereby read “Building Official”.

(4) IPC Section 106.1.1, Annual permit, is hereby deleted in its entirety.

(5) IPC Section 106.1.2, Annual permit records, is hereby deleted in its entirety.

(6) IPC Section 113, Means of Appeal & Section 114, Board of Appeals, are deleted in their entirety and adding, “Application for Appeal. All appeals shall be conducted as set forth in Division 3 of Article VI of Chapter 2, "Board of Appeals" of the Code of Ordinances, City of Sedalia, Missouri.”

(7) IPC Section 115.4, Violation penalties, is hereby amended to read as follows:

“Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair plumbing work in violation of the approved construction documents or direction of the Building Official, or of a permit issued under the provisions of this code, shall be subject to prosecution and penalties as prescribed by law. Each day that a violation continues shall be deemed a separate offense.”

(8) IPC Section 301.4, Connections to water supply, is hereby amended to read as follows:

“Every plumbing fixture, device or appliance requiring or using water for its proper operation shall be directly or indirectly connected to a public water supply system in accordance with the provisions of this code.”

(9) IPC Section 305.4.1, Sewer depth, is hereby amended to read as follows:

“Building sewers that connect to private sewage disposal systems shall be installed not less than 12” below finished grade at the point of septic tank connection. Building sewers shall be installed not less than 12” below grade.”

(10) IPC Section 312.1, Required tests, is hereby amended to add the following:

“In lieu of water or vacuum testing on plastic piping systems, a verifiable primer application will be accepted. All joints must be visible upon inspection.”

(11) IPC Section 312.10, Inspection and testing of backflow prevention assemblies, is hereby amended by deleting Section 312.10.2 Testing and inserting reference to Article II of Chapter 60 of the Code of Ordinances of the City of Sedalia, Missouri, which takes precedence over the provisions stated by this Code.

(12) IPC Section 602.3, 602.3.1, 602.3.2, 602.3.3, 602.3.4, 602.3.5 & 602.3.5.1 are hereby deleted in their entirety and replaced with “All individual water supplies (wells) are governed by the Missouri State Statutes and are inspected by the state. A copy of the Missouri State Inspection Report shall be submitted to the Building Official for all individual water supplies.”

(13) IPC Section 608.1, General, is hereby amended by adding these additional sentences:

"City of Sedalia, Missouri, Ordinance 8798, approved September 7, 1993, provides for the control and protection of the public potable water system of the city. The provisions of the ordinance are located in Article III of Chapter 60 of the Code of Ordinances of the City of Sedalia, Missouri, which takes precedent over the provisions stated by this Code and are enforced by the water purveyor as per ordinance."

(14) IPC Section 608.18 and subsections 608.18.1 through 608.18.8 are hereby deleted in their entirety and replaced with Section 608.18, Protection of individual water supplies. “All individual water supplies (wells) are governed by the Missouri State Statutes and are inspected by the state. A copy of the Missouri State Inspection Report shall be submitted to the Building Official for all individual water supplies.

(15) IPC Section 701.2, Connection to sewer required, is hereby amended by deleting reference to "The International Private Sewage Disposal Code," and inserting ". . . Missouri State Statutes governing private sewage disposal systems. A copy of the Missouri State Inspection Report shall be submitted to the Building Official for all private waste disposal systems."

(16) IPC Section 702.3, Building sewer pipe, is hereby amended by adding the following:

“All building sewer pipe must be PVC schedule 40 or equivalent.”

(17) IPC Section 706.3, Installation of fittings, is hereby amended by changing Table 706.3 by deleting the "Xa" shown in the horizontal-to-horizontal column for quarter bend and short sweep fittings, and adding additional footnote, "d. Quarter bend and short sweep fittings are not allowed to be used in horizontal-to-horizontal change in direction for all sizes of pipe."

(18) IPC Section 707.1, Prohibited joints, is hereby amended by adding the following:

6. Saddle-type fittings

- a. Except when connected to a public main.

(19) IPC Section 708.1.2, Building sewers, is hereby amended by adding the following:

“All cleanouts shall extend to finish grade or higher with an appropriate cap.”

(20) IPC Section 712.3.1, Sumps, is hereby amended to read as follows:

“The sump pump shall be of a capacity and head appropriate to anticipated use requirements. Sumps shall be provided with back-up system(s) capable of assuring proper sump operation in case of power failure.”

(21) IPC Section 903.1.1, Roof extension, is hereby amended to read as follows:

“Open vent pipes that extend through a roof shall be terminated not less than 12 inches above the roof.”

(22) IPC Section 1101.1, Scope, is amended by adding this additional sentence: Surface water runoff management is governed by Article III of Chapter 22 of the Code of Ordinances of the City of Sedalia, Missouri.”

(23) IPC Section 1101.3, Prohibited drainage, is hereby amended to read as follows:

“Sanitary sewer systems shall be designed, built and maintained in such a manner to prevent all storm or groundwater from draining, discharging or entering into the sanitary sewer system. Connection of sump pumps, foundation drains, yard drains, gutter downspouts and any other storm water drainage receptacle(s) or system(s) are specifically prohibited from being connected to the sanitary sewer system.”

(24) IPC Section 1113.1.1, Pump capacity and head, is hereby amended to read as follows:

“The sump pump shall be of a capacity and head appropriate to anticipated use requirements. Sumps receiving storm water from any exposed exterior drain(s) or opening(s) shall be provided with back-up system(s) capable of assuring proper sump operation in case of power failure.”

(25) Appendices. The following appendices listed below are adopted in their entirety. All other appendices are deleted in their entirety.

a. Appendix C, “Structural Safety”

b. Appendix E, “Sizing of Water Piping System”

## CHAPTER 10, ARTICLE VIII – FUEL GAS CODE

The following sections of the International Fuel Gas Code, 2021 edition, are hereby amended, deleted, or added as follows:

(1) IFGC Section 101.1, Title, is hereby modified, amended to read as follows:

“These regulations shall be known as the Fuel Gas Code of the City of Sedalia, Missouri, hereinafter referred to as “this code”.”

(2) IFGC Section 103.1, Creation of agency, is hereby amended to read as follows:

“The City of Sedalia Building and Code Department is hereby created and the official in charge thereof shall be known as the Building Official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.”

(3) IFGC Section 103.2, Appointment, is hereby amended to read as follows:

Deleting the words “code official” and insert “Building Official”. All references to the “code official”, as stated throughout this International Fuel Gas Code, shall hereby read “Building Official”.

(4) IFGC Section 106.1.1, Annual permit, is hereby deleted in its entirety.

(5) IFGC Section 106.1.2, Annual permit records, is hereby deleted in its entirety.

(6) IFGC Section 113, Means of Appeal & Section 114, Board of Appeals, are deleted in their entirety and adding, “Application for Appeal. All appeals shall be conducted as set forth in Division 3 of Article VI of Chapter 2, "Board of Appeals" of the Code of Ordinances, City of Sedalia, Missouri.”

(7) IFGC Section 115.4, Violation penalties, is hereby amended to read as follows:

“Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair fuel gas work in violation of the approved construction documents or direction of the Building Official, or of a permit issued under the provisions of this code, shall be subject to prosecution and penalties as prescribed by law. Each day that a violation continues shall be deemed a separate offense.”

(8) IFGC Section 406.4.1, Test pressure, is hereby amended to read as follows:

“The test pressure to be used shall be not less than 1 ½ times the proposed maximum working pressure, but not less than 10 psig, irrespective of design pressure. For welded piping, and for piping carrying gas at pressures in excess of 14 inches water column pressure, the test pressure shall not be less than 60 psig. Where the test pressure exceeds 125 psig, the test pressure shall not exceed a value that produces a hoop stress in the piping greater than 50 percent of the specified minimum yield strength of the pipe.”

(9) Appendices. The following appendices listed below are adopted in their entirety. All other appendices are deleted in their entirety.



- a. Appendix A, "Sizing and Capacities of Gas Piping"
- b. Appendix B, "Sizing of Venting Systems Serving Appliances Equipped with Draft Hoods, Category I Appliances and Appliances Listed for Use with Type B Vents"
- c. Appendix C, "Exit Terminals of Mechanical Draft and Direct-Vent Venting Systems"

## **CHAPTER 10, ARTICLE X – PROPERTY MAINTENANCE CODE**

The following sections of the International Property Maintenance Code, 2021 edition, are hereby amended, deleted, or added as follows:

(1) IPMC Section 101.1, Title, is hereby amended to read as follows:

“These regulations shall be known as the International Property Maintenance Code of the City of Sedalia, Missouri, hereinafter referred to as “this code”.”

(2) IPMC Section 103.1, Creation of agency, is hereby amended to read as follows:

“The City of Sedalia Building and Code Department is hereby created and the official in charge thereof shall be known as the Building Official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.”

(3) IPMC Section 103.2, Appointment, is hereby amended to read as follows:

Delete the words “code official” and insert “Building Official”. All reference to the “code official”, as stated through this International Property Maintenance Code, shall hereby read “Building Official”.

(4) IPMC Section 107, Means of Appeal & Section 108, Board of Appeals, are deleted in their entirety and adding, “Application for Appeal. All appeals shall be conducted as set forth in Division 3 of Article VI of Chapter 2, "Board of Appeals" of the Code of Ordinances, City of Sedalia, Missouri.”

(5) IPMC Section 109.4, Violation penalties, is hereby amended to read as follows:

“Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof shall be subject to prosecution and penalties as prescribed by law. Each day that a violation continues shall be deemed a separate offense.”

(6) IPMC Section 111.1.3, Structure unfit for human occupancy, is hereby amended to read as follows:

“A structure is unfit for human occupancy whenever the Building Official or their duly authorized agent finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, including permanent and active electrical and water service, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.”

(7) IPMC Section 111.4.2, Method of service, is hereby modified to read as follows:

2. A copy is sent by first-class, certified or registered mail addressed to the owner and tenant, if applicable, at the last known address of record.

(8) IPMC Section 111.7, Placarding, is hereby amended to read as follows:

“Upon failure of the owner, owner’s authorized agent or person responsible to comply with the notice provisions within the time given, the Building Official or their duly authorized agent shall post on the premises or on defective equipment a placard bearing the words “Dangerous Building; Do Not Enter” and a statement of

the penalties provided for occupying the premises, operating the equipment or removing the placard. Such notice shall be posted in a conspicuous place in or about the structure or equipment affected by such notice. The structure shall then be vacated and the Building Official or their duly authorized agent shall cause the premises to be closed and secured so as not to be an attractive nuisance through any available public agency or by contract or arrangement by private persons.”

(9) IPMC Section 202. Amended to read: "RUBBISH. Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, plastics, tires, dismantled vehicle and equipment parts, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery, dust and other similar materials and furniture and appliances originally manufactured for indoor use being used or stored in an outdoor setting."

(10) IPMC Section 302.4, Weeds, is hereby amended to read as follows:

"All premises and exterior property shall be maintained free from weeds or plant growth in excess of six (6) inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the owner or agent having charge of a property to maintain such property in compliance with this section, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property."

(11) IPMC Section 302.4.1, Diseased, Aged Trees, or Shrubs, to be added to read as follows:

"All premises and exterior property shall be maintained free from trees or shrubs that are diseased, injured, aged, or any other condition that makes it likely for such trees or shrubs or branch thereof to fall, whereby injury or damage might be caused to some person or neighboring structure or improvement."

(12) IPMC Section 302.4.2, Trees or Shrubs Overhanging Streets and Sidewalks, to be added to read as follows:

"All premises and exterior property shall be maintained free from trees or shrubs or any limb or branch thereof, that overhang any sidewalk, street, or other public place, or which has become likely to fall on or across any such public way or place. Any such tree or shrub, or any limb or branch thereof, described in this section shall be trimmed or removed by the owner or occupier of the premises on which such tree or shrub grows in order to remove such condition."

(13) IPMC Section 302.8, Motor Vehicles, is hereby amended by adding the following:

"The parking of vehicles on unimproved areas of yards is hereby declared a public nuisance and unlawful. For the purpose of this section, unimproved areas are those not paved in some manner, with such materials as concrete, asphalt, gravel, brick, or cobblestone, so as to prevent the creation of dirt, dust, and ruts. Land covered with vegetation, such as grass, is considered an unimproved area."

(14) IPMC Section 302.10, Additional exterior violations, is hereby added to read as follows:

"Section 302.10.1, Odors and stench. All disagreeable or obnoxious odors and stench, as well as the conditions, substances, or other causes which give rise to the emission or generation of such odors and stench.

Section 302.10.2, Animal carcasses. The carcasses of animals or fowl not disposed of within a reasonable time after death.

Section 302.10.3, Water pollution. The pollution of any public right-of-way, well or cistern, stream, lake, canal, or body of water by sewage, dead animals, creamery, industrial wastes, or other substances.”

(15) IPMC Section 304.14, Insect screens, is hereby amended to read as follows:

“During the period from May 1 to October 1, every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of minimum 16 mesh per inch, and every screen door used for insect control shall have a self-closing device in good working order.”

(16) IPMC Section 602.3, Heat supply, is hereby amended to read as follows:

“Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, shall supply heat during the period from October 1 to May 1 to maintain a minimum temperature of 68° F in all habitable rooms, bathrooms and toilet rooms.”

(17) IPMC Section 602.4, Occupiable work spaces, is hereby amended to read as follows:

“Indoor occupiable work spaces shall be supplied with heat during the period from October 1 to May 1 to maintain a minimum temperature of 65° F during the period the spaces are occupied.”

(18) Appendices. All appendices are deleted in their entirety.

# **CHAPTER 10, ARTICLE XVI – SWIMMING POOL AND SPA CODE**

The following sections of the International Swimming Pool and Spa Code, 2021 edition, are hereby amended, deleted, or added as follows:

(1) ISPSC Section 101.1, Title, is hereby amended to read as follows:

“These regulations shall be known as the International Swimming Pool and Spa Code of the City of Sedalia, Missouri, hereinafter referred to as “this code”.”

(2) ISPSC Section 103.1, Creation of agency, is hereby amended to read as follows:

“The City of Sedalia Building and Code Department is hereby created and the official in charge thereof shall be known as the Building Official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.”

(3) ISPSC Section 103.2, Appointment, is hereby amended to read as follows:

Delete the words “code official” and insert “Building Official”. All reference to the “code official”, as stated through this International Property Maintenance Code, shall hereby read “Building Official”.

(4) ISPSC Section 111, Means of Appeal & Section 112, Board of Appeals, are deleted in their entirety and adding, “Application for Appeal. All appeals shall be conducted as set forth in Division 3 of Article VI of Chapter 2, "Board of Appeals" of the Code of Ordinances, City of Sedalia, Missouri.”

(5) ISPSC Section 113.4, Violation penalties, is hereby amended to read as follows:

“Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof shall be subject to prosecution and penalties as prescribed by law. Each day that a violation continues shall be deemed a separate offense.”

(6) Appendices. All appendices are deleted in their entirety.

## CHAPTER 24, ARTICLE II – FIRE CODE

The following sections of the International Fire Code, 2021 edition, are hereby amended, deleted or added as follows:

(1) IFC Section 101.1, Title, is hereby amended to read as follows:

“These regulations shall be known as the Fire Code of the City of Sedalia, Missouri, hereinafter referred to as “this code”.”

(2) IFC Section 103.1, Creation of agency, is hereby amended to read as follows:

“The City of Sedalia Fire Code Department is hereby created and the official in charge thereof shall be known as the Fire Code Official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.”

(3) IFC Section 111, Means of appeals, is deleted in its entirety and adding, “Application for Appeal. All appeals shall be conducted as set forth in Division 3 of Article VI of Chapter 2, "Board of Appeals" of the Code of Ordinances, City of Sedalia, Missouri.”

(4) IFC Section 112.4, Violation penalties, is hereby amended to read as follows:

“Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, construct, install, alter or repair or do work in violation of the approved construction documents or direction of the Fire Chief, or of a permit issued under the provisions of this code, shall be subject to prosecution and penalties as prescribed by law. Each day that a violation continues shall be deemed a separate offense.”

(5) IFC Section 1010.2.8, Locking arrangements in educational occupancies, is hereby amended to add the following:

“5. All other locking devices only permitted during an active intruder event in existing educational facilities. Alternate measures to prevent intrusion must be approved by the Authority Having Jurisdiction (AHJ)” (6) IFC Section 1103.5.3, Group I-2, Condition 2, is hereby amended to read as follows:

“In addition to the requirements of Section 1103.5.2 existing buildings of Group I-2, Condition 2 occupancy shall be equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1. The automatic sprinkler system shall be installed, inspected, and in-service no later than the 31<sup>st</sup> day of December 2030.”

(7) IFC Section 5504.3.1.1.3, Location, is hereby amended to read as follows:

“Containers of cryogenic fluids shall not be located within diked areas containing other hazardous materials. Storage of 'Flammable Cryogenic Fluids' is prohibited except in Zoning District M-2, Heavy Industrial.”

(8) IFC Section 5704.2.9.6.1, Locations where above-ground tanks are prohibited, is amended to read as follows:

"Storage of class I and II liquids in above-ground tanks outside of buildings is prohibited except in Zoning District M-2, Heavy Industrial."

(9) IFC Section 5706.2.4.4, Locations where above-ground tanks are prohibited, is amended to read as follows

"Storage of class I and II liquids in above-ground tanks is prohibited except in Zoning District M-2, Heavy Industrial."

(10) IFC Section 5806.2, Limitations, is hereby amended to read as follows:

"Storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited except in Zoning District M-2, Heavy Industrial."

(11) IFC Section 6104.2, Maximum capacity within established limits, is amended by adding the following:

"The storage of liquefied petroleum gas is prohibited except in Zoning District M-2, Heavy Industrial."

(12) Appendices. The following appendices listed below are adopted in their entirety. All other appendices are deleted in their entirety.

- a. Appendix B, "Fire Flow Requirements For Buildings."
- b. Appendix C, "Fire Hydrant Locations and Distribution."
- c. Appendix D, "Fire Apparatus Access Roads."

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

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

**AN ORDINANCE AUTHORIZING AN AGREEMENT FOR COMPREHENSIVE STRUCTURAL INTEGRITY INSPECTIONS OF DOWNTOWN COMMERCIAL DISTRICT HISTORIC BUILDINGS.**

**WHEREAS**, The City of Sedalia, Missouri, has received a proposal from PST Engineering; and

**WHEREAS**, under the proposal, the City of Sedalia, Missouri, shall give the sum and amount of One Thousand One Hundred dollars (\$1,100.00) per building addressed as completed, amount not to exceed Two Hundred Forty-seven Thousand Five Hundred dollars (\$247,500.00) to PST Engineering for Comprehensive Structural Integrity Inspections of Downtown Commercial District Historic Buildings as described in the proposed agreement attached and incorporated by reference as though the 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 PST Engineering in substantively the same form and content as the agreement has been proposed.

**Section 2.** The Mayor or City Administrator are authorized and directed to execute and the City Clerk is hereby authorized and directed to attest and fix the seal of the City of Sedalia, Missouri, on the 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 21<sup>st</sup> day of February 2024.

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

Approved by the Mayor of said City this 21<sup>st</sup> day of February 2024.

ATTEST:

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

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





# PST ENGINEERING

Design • Consulting • Inspections • Investigations  
8141 N. Oak Trafficway, Suite D, Kansas City, MO 64118  
Office: (816) 468.1200 Fax: (816) 468.1507  
[www.PSTKC.com](http://www.PSTKC.com)

**Frank A. Comer, PE**      **Bernard A. Reams, CPBD**  
Registered Professional Engineer      Certified Professional Building Designer

February 12, 2024

**Amended 2/16/24**

Mrs. Devin Lake, Chief Building Official (CBO)  
**City of Sedalia, Missouri**  
200 South Osage  
Sedalia, Missouri 65301

Reference:      Engagement/Agreement for City of Sedalia  
                         Comprehensive Structural Integrity Inspections of Downtown Commercial  
                         District Historic Buildings

Dear Mrs. Lake:

The purpose of this engagement letter is to confirm the terms and conditions under which **PST** Engineering (hereinafter **PST**) will represent **the City of Sedalia, MO** (herein after **CLIENT**) in the above matter and in connection with the above referenced work.

## **I.      SCOPE OF WORK (SOW)**

The scope of work is to be as outlined within the Sedalia RFQ document identified as “RFQ - Certificate of Inspection 11-3-2023”, in combination with the PST Response to RFQ Document identified as “PST Engineering Sedalia Building Inspections Proposal” dated January 4, 2024. We have further identified that our examinations are to be structural in nature, and any examinations or documentation of other systems or elements, such as “Roof, Masonry, Foundation, Building Openings (windows, doors, and skylights), Guttering, and General exterior weatherproofing features of the building”, are to only be performed as “related to structural maintenance conditions” (structural maintenance related concerns). It is also mutually understood that all examinations we perform will be visual, without the requirement of destructive work, performed only on elements and systems that are readily visible based on access we can provide ourselves without ladder or lift, and/or with the support and supervision of the City of Sedalia Fire Marshall who will be providing their ladder and/or lift equipment and manpower otherwise, provided we coordinate with them and the CBO. Once the entire exterior and interior of a building address have both been completed, and/or once any part of a building has been completed but we are later refused access to a building we had previously been given access to and already started inspecting, this represents one building address that has been completed that will be billed or charged as completed.

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**CLIENT INITIALS**

**II. FEES AND TIME/BILLING INFORMATION**

The fee quoted in this matter is \$1,100 per building address as completed. PST will invoice for the number of completed buildings twice monthly or every two weeks, until the work performed as required within the RFQ is completed. The City of Sedalia and is not responsible to pay the maximum total proposed fee of \$247,500 unless we perform 225 complete building inspections or more under this agreement.

Standard Rates and Other Fees outlined below in this section identify any and all hourly fee rates and other fees that may apply to any form of extension of work and/or emergency services that are requested or required by the City of Sedalia during the performance of the proposed SOW above:

**A. Multi-Family Residential and/or Commercial/Industrial/Multi-Purpose Standard Rates:**

- **Licensed Sr. Engineer, PE or Licensed Sr. Architect, Dr. F/AIA (Design & Non-Conflict Investigations):** \$425/hr (Initial Site Visit and General On-Site Consultation Portal-to-Portal), \$475/hr (Other Site Visits Portal-to-Portal and/or Measurements and/or Design Review or Analysis, Building Code Review or Analysis, Existing Building and Historic Building Review, Code Review or Analysis Otherwise, Typical Project Management and/or QA Management or Review, CAD Work or Coordination, Oversight and/or Management of Same, Code Review or Analysis Otherwise Consulting and/or coordination with Building Officials or Fire Marshalls, Data Reduction and/or Any Research, Report or Document Production or Meeting/Consulting Assistance Otherwise),
- **Sr. Building and Construction Designer, CPBD (Design & Non- Design & Non-Conflict Investigations Investigations):** \$325/hr (Initial Site Visit Portal-to-Portal), \$375/hr (Other Site Visits and/or Measurements and/or Design Review or Analysis, Building Code Review or Analysis, Existing Building and Historic Building Review, Analysis Otherwise, Typical Project Management and/or QA Management or Review, CAD Work or Coordination, Oversight and/or Management of Same, Consulting and/or coordination with Building Officials or Fire Marshalls, Data Reduction and/or Any Research, Report or Document Production or Meeting/Consulting Assistance Otherwise, Any and All Working in the Capacity of Assisting the Licensed Engineer or Architect on any Project, at their Discretion, or on a Project they are in Responsible Charge of Otherwise),
- **Sr. Engineering or Architectural Intern, Degreed, BSCE-EI or Equivalent (Design & Non-Conflict Investigations):** \$275/hr (Site Visits Portal-to-Portal, Measurement and/or Data Reduction, CAD – Revit, ACAD or Other, and/or Any Report Writing Assistance or Meeting/Consulting Assistance Otherwise, Any and All Working in the Capacity of Assisting the Licensed Engineer or Architect on any Project, at their Discretion),
- **Project Manager/Project Engineer, Degreed in Construction, BSCM or Equivalent (Design & Non-Conflict Investigations):** \$275/hr (Site Visits Portal-to-Portal, Measurement and/or Data Reduction, CAD – Revit, ACAD or Other, Estimates and Cost to Cure Analyses, and/or Any

Report Writing Assistance or Meeting/Consulting Assistance Otherwise, Any and All Working in the Capacity of Assisting the Licensed Engineer or Architect on any Project, at their Discretion),

- **Project Asst. or Jr. Engineering Intern, Engineering or Architectural University Student (Design & Non-Conflict Investigations)**: \$225/hr (Site Visits Portal-to-Portal, Measurement and/or Data Reduction, CAD – Revit, ACAD or Other, and/or Any Report Writing Assistance or Meeting/Consulting Assistance Otherwise), \$275/hr (Testimony Prep) and \$325/hr (Testimony Time), (Any *PST* LLC Employed or Sub-Contracted Student in Construction Science or Management, Engineering or Architectural School, or Licensed and/or Otherwise Qualified Sub-Contracted General Contractor, Any and All Working in the Capacity of Assisting the Licensed Engineer or Architect on any Project, at their Discretion),
- **Office Staff and Other (Design & Non-Conflict Investigations)**: \$200/hr (Office Staff Assistants and/or Jr. level Interns that do not fit the above descriptions, PST Employed or Sub-Contracted Student and/or Otherwise Qualified Sub-Contracted General Contractor, Any and All Working in the Capacity of Assisting the Licensed Engineer or Architect on any Project, at their Discretion),
- These rates are subject to change if there is an increase in the future (i.e. as related to cases that last more than a year); however, there is no foreseen change to these rates at this time and this rate would of course be honored for at least a year from the date of this agreement.

\_\_\_\_\_ CLIENT INITIALS

**B. Other**

- Design, drawings and/or other prepared documents will be prepared and produced on an as-needed, as-required, and sometimes as-requested or required by the **CLIENT** and/or their legal counsel. In litigation cases, when the request is received, either verbally, via email or other correspondence, the engineer will respond and begin work immediately as soon as possible, and the work is therefore immediately authorized by the **CLIENT**, whether the work was deemed necessary by the engineer, or a request is received from the **CLIENT**.
- For all consulting related services our engineer's fees will be billed by the quarter (1/4) hour, report and/or design time in the same manner. See also testimony fee section later in this document for testimony block time minimums.
- Site time for examinations, investigations or meetings is typically billed as portal-to-portal and typically carries a 2 or 4 hour minimum depending upon the work or scope planned. This is typical within our industry because we must block out time between appointments and make presumptions on time frames to do so. Nonetheless, other than scheduled meetings or site visits, all time will be billed by the quarter (1/4) hour and will include load/unload of equipment etc. and may include preparation of materials needed. Depending on the scope of work this may also include in the future any travel to and from the site, site inspection time, project management related work, sampling or testing of materials we may be asked to examine, samples or tests

required by the **CLIENT**, or otherwise necessary, provided the **PST** Associate consults and inform the **CLIENT** in advance of doing so.

- Future consultations or preparation work performed after the file or case has become dormant for some time, of any type, may require an initial minimum fee of two (2) hours' time in review time that is set aside to refresh my memory of the events and circumstances relative to the case. This is not optional or negotiable if there has been a significant amount of time that has passed since there was activity in the case and the application of this time is at my discretion. If the refresher review and consultation extend beyond two hours (in some cases it does due to the amount of information that must be reviewed) the bill will reveal same when submitted. Obviously, this cannot be known or foreseen in many cases in advance.
- Any payments made with credit card will be assessed a 5% fee each time payment is processed to cover our fees related to same.
- Any work outside the Kansas City, MO metropolitan area will carry an additional fee of \$0.95/mile, charged and assessed at the engineer's discretion, on top of the above.
- Production of any oversized prints or copies are billed at \$40/sheet for 24x36, \$30/sheet for 18x24, \$10.00/sheet for 11x17 in B&W or \$18/sheet for 11x17 in color, and regular 8-1/2x11 copies are billed at \$1 per page for B&W or \$5 per page for color.
- Direct computer aided design time is assessed a 5% surcharge, applied to the CAD design time, for the operation, maintenance and renewal of computer equipment and software associated with yearly or monthly fees.
- All site work performed is billed portal to portal (i.e. from the engineer's preparation for departure from the office to when returning to the office to unload), unless the minimum time is applicable as stated elsewhere in this engagement agreement.

\_\_\_\_\_ **CLIENT INITIALS**

### **III. PAYMENT OF FEES**

We require payment according to the following schedule for production of all work:

- Payment of invoices is required to be received within two weeks from the date of the invoice, which will be emailed to the addressee.
- We reserve the right to stop work and production of documents will be limited, or the documents will not be produced until invoicing is brought up to date and the final invoice has been paid in full.
- Payment of any invoices after 30 calendar days of the date on the invoice will be assessed a 2% interest fee compounded monthly and a \$200 office fee will be assessed for each billing of an overdue or past due invoice.

\_\_\_\_\_ **CLIENT INITIALS**

#### IV. PANDEMIC OR OTHER TIME LAPSE OR DELAY OUT OF OUR CONTROL

If any further or future pandemic affects or otherwise impacts the *PST* work product and/or any of the schedule of production documents *PST* has advertised, offered or communicated otherwise, in some way we cannot presently or at any time anticipate, then we will be allowed to bill for and receive payment for the related time that has accumulated up to that point in time, and **CLIENT** agrees to reimburse *PST* for the time billed up to that point in time, regardless of whether the produced documents are ready for production or not. This provision protects us from **CLIENT** not realizing that a change in any way (such as pandemic or other unforeseen delays) can influence our time involved in any matter, and our ability to complete the requested work product in some cases. It also is meant to protect us with regard to say arbitration, mediation, or litigation cases otherwise that we have already put time in to prepare for as an example. In the case of a pandemic, we may be denied access to the property and/or our offices and our ability to complete investigation and report or other documentation preparation work. With regard to testimony, it may be that we have already prepared for planned testimony and then the court system may move the testimony dates out 6-12 more months, causing us to re-prepare again in the future (meaning doubling our time involved in preparation sometimes). We are also noticing that courts are forcing experts to wait outside their buildings instead of inside, in some cases doubling or tripling time in a matter because of lack of knowledge as to how long we may be waiting, thereby causing us to reserve an entire day instead of ½ day. It also protects us from a change in our ability to perhaps work together in the normal and expected performance of our work which we anticipate being able to do presently but might be limited from or restricted from in the future, thereby causing an extension of time based on pandemic related lack of ability to perform. If one of the senior licensed professionals does become diagnosed with an illness which significantly impacts his ability to perform and complete his portion of the work product in the time allotted, we will require an extension directly proportional to the time required to stay away from work and/or others while being hospitalized and/or tested or sequestered.

\_\_\_\_\_ CLIENT INITIALS

#### V. RESIGNATION

We (*PST*) can resign our representation for any of the reasons permitted under the applicable rules of professional conduct, including the failure to pay any of our statements (in whole or in part), upon delivery of written notice (via letter in the mail or digitally such as email) to the **CLIENT**. Either party may terminate this agreement provided *PST* has been paid in full for work performed to the date of written request for termination, as part of the resignation/termination of services. Our engagement will also terminate if one-year elapses during which we do not furnish any billable services to the **CLIENT**, at which time we may dispose of the **CLIENT**'s files in a confidential manner.

\_\_\_\_\_ CLIENT INITIALS

## VI. LIMITATION OF LIABILITY

IT IS UNDERSTOOD BY THE **CLIENT** THAT THE LIABILITY OF **PST** OR ITS REPRESENTATIVES, PRINCIPALS OR EMPLOYEES FOR ANY CLAIM OR ACTION FOR DAMAGES RESULTING FROM OR BASED UPON THE NEGLIGENCE, FAULT, ERROR OR OMISSIONS, BREACH OF PERFORMANCE, WHETHER DUE TO THE FAULT IN WHOLE OR PART OF **PST** OR ITS REPRESENTATIVES, PRINCIPALS OR EMPLOYEES IS LIMITED TO AND SHALL NOT EXCEED THE FEE PAID TO **PST**, IN CONSIDERATION OF THE AMOUNT OF FEE CHARGED TO THE **CLIENT** BY **PST** FOR THE SERVICES IT PROVIDES. BY INITIALING BELOW AND SIGNING THESE TERMS, THE **CLIENT** ALSO AGREES THAT IN THE EVENT OF A DISPUTE, THE PARTIES SHALL PARTICIPATE IN A MINIMUM OF TWO-HOURS OF MEDIATION WITH A TRAINED THIRD-PARTY MEDIATOR, SELECTION OF WHICH SHALL BE MUTUALLY AGREED UPON BY THE **CLIENT** AND **PST** STAFF AND/OR LEGAL COUNSEL, PRIOR TO **CLIENT** BEING ABLE TO PURSUE ANY SUCH ALLEGED DAMAGES IN COURT. MISSOURI LAW SHALL APPLY TO THE TERMS AND CONDITIONS OF THIS WAIVER OF LIABILITY AND TO THIS CONTRACT AS A WHOLE.

\_\_\_\_\_ **CLIENT INITIALS**

## VII. OTHER COMPENSATION REQUIREMENTS

**CLIENT** agrees to compensate the engineer at our standard expert witness hourly rates as indicated above for any and all time associated with testimony of any kind including responding to a subpoena, whether called to testify or otherwise participate in any dispute relating to this engagement, unless we are a defendant in the related matter, and unless other arrangements to pay for time associated to same are made by other parties.

However, and notwithstanding the above, we (the engineer and/or **PST**) are engaged by **CLIENT** and therefore **CLIENT** agrees to reimburse us for services not paid by others in the event we are not paid in a timely manner by them (e.g. if we are called to deposition and we are not paid by another promising party he agrees to pay for our time regardless, whether we are called by subpoena or not, whether we are called as a fact or expert witness). This means, if the opposing party who requests our deposition does not reimburse us for all the fees we are billing for, for any reason, then the **CLIENT** will pay the difference in order for us to continue representation and attend the deposition. Again, all fees for testimony are required in advance of the date of testimony.

\_\_\_\_\_ **CLIENT INITIALS**

~~VIII. ATTORNEYS' FEES AND EXPENSES AND DISPUTE VENUE~~

~~Subject to other terms and conditions of this agreement, in the event CLIENT and/or Agent for CLIENT defaults in any obligations under this agreement, and in the event any legal action is taken against CLIENT by other parties against CLIENT and/or is pursued against PST by CLIENT or other parties, CLIENT shall pay to PST all costs and expenses without limitation, (including, without limitation, all fees outlined within this agreement, any investigative fees, court costs, and also all attorney's fees in our defense or otherwise) incurred by the PST in enforcing this agreement or otherwise reasonably related thereto. CLIENT agrees that under no circumstances shall PST be obligated to pay any attorney's fees or costs of legal action to CLIENT.~~

**IX. VENUE**

This agreement and our relationship will be exclusively governed by Missouri law and the venue for any and all dispute related matters shall be Kansas City, Missouri.

\_\_\_\_\_ CLIENT INITIALS

Engineer's Engagement for Engineering/Design Services for:  
3855 N Oak Trafficway Kansas City, MO 64116

**X. ACCEPTANCE**

If the foregoing correctly reflects your understanding of the terms of our representation, please indicate your acceptance by signing/executing this document and returning it to our office. Any required changes, provided they are agreed to and are acceptable within the limitations of this agreement, will be reviewed as soon as possible.

Thank you for the opportunity to be of service and we look forward to working with you.

Very truly yours,  
Frank A. Comer, P.E.  
Principal - Sr. Investigation & Design Engineer  
**PST ENGINEERING**



**AGREED TO AND ACCEPTED:  
CLIENT**

**Date**

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## SUPPLEMENTAL AGREEMENT

### Comprehensive Structural Integrity Inspections of Downtown Commercial District Historic Buildings

This Supplemental Agreement is hereby entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ by PST Engineering (Engineer) and the City of Sedalia, Missouri (City). The City has received an Engagement/Agreement (Agreement) from Engineer which is incorporated into this Supplemental Agreement by reference. The Parties seek certain promises and agreements to be added into the Agreement and execute this Supplemental Agreement for that purpose.

In consideration of the mutual promises contained herein and in the Agreement, the Parties agree as follows:

1. Entire Agreement. The Agreement and this Supplemental Agreement represent the entire agreement between City and Engineer with respect to the subject matter thereof, and supersede any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. The Agreement and this Supplemental Agreement shall be interpreted as one contract.
2. Severability. If any term or provision of the Agreement is held invalid or unenforceable, the remainder of the Agreement will be considered valid and enforceable to the fullest extent permitted by law.
4. Anti-Discrimination Against Israel. Engineer, and its employees, agree to abide by the Anti-Discrimination Against Israel Act, codified as Section 34.600 of the Revised Statutes of Missouri.
5. Modification or Amendment. Except as otherwise stated, no modification or amendment to the Agreement shall be legally binding unless it is mutually agreed upon by both Parties in writing.
6. Sovereign Immunity. Nothing contained in the Agreement shall be construed to be a waiver of the City's sovereign, governmental, or any other applicable immunity enjoyed by the City or its officer, agents, and employees.
7. E-Verify. Engineer agrees to comply with Section 285.350 of the Revised Statutes of Missouri and shall provide the City documentation proving its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Agreement. Engineer shall also submit a sworn affidavit to the City certifying that it does not knowingly employ any individual who is present in the United States of America illegally.

IN WITNESS WHEREOF, City and Engineer, by and through their authorized officers, have made and executed this contract on the date subscribed above.

**City of Sedalia, Missouri**

By \_\_\_\_\_

Date \_\_\_\_\_

**PST Engineering**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_