



**City Council Meeting Agenda**  
**Monday, March 4, 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. SERVICE AWARDS**
  - 1. Rickey McQueen – Mechanic – Vehicle Maintenance – 5 years of service
- E. SPECIAL AWARDS/RETIREMENT AWARDS** – None
- I. APPROVAL OF PREVIOUS SESSION MINUTES**
  - A. Council Meeting – February 21, 2024
  - B. Budget Work Session – February 26, 2024
- II. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES**
  - A. Acceptance of Citizen’s Traffic Advisory Commission minutes dated January 10, 2024
- III. ROLL CALL OF STANDING COMMITTEES**
  - A. FINANCE / ADMINISTRATION** – Chairman Chris Marshall; Vice Chairman Jack Robinson
    - 1. Presentation – Proposed FY 2025 Budget Highlights (Kelvin Shaw, Presenter)
    - 2. Approve Records Destruction Request from the Finance Department
  - B. PUBLIC WORKS** – Chairman Thomas Oldham; Vice Chairman Chris Marshall
    - 1. Establishing a 4-way stop – West 32<sup>nd</sup> Street and Clarendon Road
      - Council Discussion led by Chairman Oldham
      - Call for Ordinance Establishing a 4-way stop at the intersection of West 32<sup>nd</sup> Street and Clarendon Road – Mayor Dawson
    - 2. Acceptance of Bid and Agreement – Roof Restoration – City Garage - \$63,832.00
      - Council Discussion led by Chairman Oldham
      - Call for Ordinance Approving and Accepting a Bid and Agreement for Roof Restoration at the Public Works Garage – Mayor Dawson
    - 3. Agreement – Union Pacific Railroad – Sewer Extension to serve WireCo - \$5,000.00
      - Council Discussion led by Chairman Oldham
      - Call for Ordinance authorizing a Pipeline Crossing agreement for a Sewer Main Extension to Service WireCo – Mayor Dawson
  - C. PUBLIC SAFETY** - Chairman Jack Robinson; Vice Chairman Steve Bloess
    - 1. Authorizing Sedalia Fire Department to apply for a 2024 Hero Fund First-Responder Grant
      - Council Discussion led by Chairman Robinson
      - Call for Resolution authorizing the Sedalia Fire Department to submit a 2024 Hero Fund First-Responder Grant application – Mayor Dawson

2. Police Grant Applications – Hazardous Moving Violations (\$18,900.00) and DWI Enforcement (\$10,700.00)

Council Discussion led by Chairman Robinson

- Call for Ordinance Authorizing a Grant Application for Hazardous Moving Violations – Mayor Dawson

- Call for Ordinance Authorizing a Grant Application for DWI Enforcement – Mayor Dawson

- D. **COMMUNITY DEVELOPMENT** – Chairwoman Rhiannon M. Foster; Vice Chairwoman Tina Boggess – No report.

**IV. OTHER BUSINESS**

- A. **APPOINTMENTS** – None

**B. LIQUOR LICENSES**

New

\*Paige Shearer dba The Local Tap, 700 South Ohio, Sunday Sales - \$300.00

\*Garrett Volker dba Volker's, 1021 South Limit, Special Event (Downtown Sedalia Pub Crawl) – March 16, 2024, 11 AM – 8 PM - \$15.00

Renewal

\*Chris Robinson dba Osage Gun & Pawn, LLC, 116 West Main, Packaged Liquor - \$150.00

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

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

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

A. Roll Call Vote for Closed Door Meeting

B. Discussion of closed items

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

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

**VIII. ADJOURN MEETING**

A. Motion and second to adjourn meeting

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<https://global.gotomeeting.com/join/578973061>

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

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

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Access Code: 578-973-061

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

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

**POSTED ON MARCH 1, 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 Monday, March 4, 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 review where we ended up with the budget work session last Monday to confirm we have consensus.
2. As a rather routine housekeeping item, the finance department has identified some records that have met their retention requirements and recommends approval for destruction.

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

1. Several citizens from the surrounding area came together to discuss opportunities for traffic improvements in the South West part of the City. One suggestion coming out of those meetings is to install a four way stop at the intersection of West 32<sup>nd</sup> Street and Clarendon Road. Staff reviewed traffic counts, speeds, and accidents around this intersection. Based on this data and traffic control standards, Staff recommended to the Citizens Traffic Advisory Commission approval of the request. The Commission agreed and supports approval as well.
2. Included in the current year budget is a line item to cover roof repairs at the street barn on 3<sup>rd</sup> Street. Staff has solicited bids and received three proposals. The lowest bid was determined to be non-responsive, as it did not meet the minimum bid specifications. The lowest best bid that was responsive is from Restoration Roofing Solutions, LLC in amount of \$63,832. Since this is within the appropriated amount of \$80,000 for the current year, obligating this contracted amount would be allowed. However, the work will not be completed until next fiscal year, so included in the draft budget for next fiscal year is a line item to cover this expenditure then. Staff recommends approval.
3. In connection with extending a sewer main to WireCo there is a need to cross under the Union Pacific Railroad. Staff has negotiated an agreement to allow such crossing upon payment of a \$5,000 license fee.

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

1. Fire Chief, Matthew Irwin, has identified a grant that will potentially offset half of the costs for the ballistic vests and helmets presented in his strategic plan. This item was ranked fourth out of eighteen by Council and is therefore included in the draft budget for next fiscal year.
2. Interim Police Chief, David Woolery, has identified two grants to help with traffic safety. The City has been successful in obtaining both of these grants over the last several years.

The Hazardous Moving Violations grant application is for \$18,900 to help offset the cost for additional hours of officer coverage specifically aimed at reducing dangerous motorists. Similarly, the Driving While Intoxicated (DWI) Enforcement Grant is for \$10,700 to help offset the cost for keeping impaired drivers off the streets. Staff recommends approval of both grant applications.

**Community Development Committee** – There are no items for consideration through the Community Development Committee.



CITY OF SEDALIA, MISSOURI
CITY COUNCIL MEETING
FEBRUARY 21, 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 Wednesday, February 21, 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 (Absent), Thomas Oldham (Present), Chris Marshall (Present), Tina Boggess (Present), Bob Hiller (Present), Bob Cross (Present), Rhiannon Foster (Present), Steve Bloess (Present).

SPECIAL AWARDS:

Sedalia Police Department Badge Pinning: Interim Chief of Police David Woolery presented Sergeant Michael Elwood with his Commander Badge.

SERVICE AWARDS/RETIREMENT AWARDS: None

MINUTES: The Council Meeting minutes of February 5, 2024 were approved on motion by Oldham, seconded by Foster. All present in favor. Robinson was absent.

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES:

The Sedalia Historic Preservation Commission minutes dated January 17, 2024 were accepted on motion by Oldham, seconded by Foster. All present in favor. Robinson was absent.

ROLL CALL OF STANDING COMMITTEES:

FINANCE & ADMINISTRATION -Chairman Chris Marshall; Vice Chairman Jack Robinson

Presentation - Calendar Year 2023 & FY 2025 Budget Preview

City Administrator Kelvin Shaw presented the Calendar Year 2023 operational overview and Fiscal Year 2025 Budget preview. The City is financially stable with a Credit Rating of AA -. The City has a \$59 Million budget that does not include Bothwell Regional Health Center and a \$16.6 Million General Fund with the Fund balance being 57.5% of ongoing revenues. The City is looking to attract growth, keep up with infrastructure needs, increase quality housing and continue with the branding initiative.

Heckart Community Center: Pledge from Sue Heckart, 80% voter approval for 1/8 cent Park Sales Tax increase and CIP Sales Tax Sunset removed, Partnership with School District.

Completions: Rail Spur (\$10.1 Million Grant), Katy Trail Connection, Airport Hangar and Mechanic services, Olin Howard Tech Center and \$50 Million Expansion Phases, Streetscape Ohio, 2ND & Pacific, Water & Sewer master Plans & Upgrades, Sewer Regional Lift Station upgrades, 79% voter approval for sewer upgrade, Urban

Redevelopment Plan, Paul Bruhn and CDBG grants, ARPA Funding, Storm Water grant, TAP grant, TEAP grant, Comprehensive Plan, Branding initiatives, Main Streets Re-engagement.

**Issues of Awareness & Direction FY 2025:** Dealing with “Great Resignation” and labor market; Impact of National, State and local economic indicators on the City budget; Continue examination of sales & use tax watching for trends; Monitor Capital Improvement Fund Sales Tax revenue and related debt service; Core services of Public Safety and maintaining infrastructure to remain priorities; Address market concerns of Police recruitment; Continue economic development push on industrial and retail; Awareness of water and wastewater needs; Housing needs to catch up with economic development job creations; Continue efforts on “Clean-Up Sedalia” & find new methods; Expand neighborhood revitalization; Citizen engagement; Branding and Comprehensive Plan initiatives.

City Administrator Shaw stated it is important to create a “balanced budget”. In Fiscal Year 2014, City Council adopted a formal fund balance policy for the General Fund and the current policy is for the Fund to maintain a balance between 35% and 75% of ongoing revenues.

**Sales Tax/Use Tax Review:**

44% of the City’s revenue sources come from Local Taxes with the largest portion being Sales & Use Taxes (33%). Service charges (i.e. water, sanitary sewer, solid waste, airport, parks and recreation, user fees, etc.) 28%.

Between Fiscal Year 2009 and Fiscal Year 2020, there was an average growth rate of 1.47% with an average inflation rate for the same period of 1.77%. In Fiscal Year 2021, a 1/8 cent tax was added for the Heckart Community Center – base increase 1.8%. In Fiscal Year 2022, economic recovery from pandemic and effect of inflation (12.6% vs. Inflation of 4.7%). In Fiscal Year 2023, inflation effect (7.6% vs. Inflation of 8.5%) and as of February 2023, Sales Tax is trending 7.5% higher than Fiscal Year 2022. Use Tax is up 13.3% over Fiscal Year 2022. Fiscal Year 2024 inflation of 3.1%.

In March 2022, the Federal Reserve had the first of 8 increases moving from .25% to 5.5% while trying to bring inflation down from 3.1% to 2%. Sales taxes are expected to continue at an elevated pace then level off or dip depending on the length and severity of a recession.

In June 2021, Wayfair Legislation was signed establishing “Nexus” for online retail selling of goods within the state. It requires a business selling more than \$100,000.00 to collect Use Tax where the sale occurred. The law took effect in January 2023. It is difficult to predict the effect of the legislation due to no history, however, some level of increase should be seen or at least should offset some of the previous trend of losing sales to online retailers.

Adult use marijuana was approved in November 2022. Current medical use dispensaries were authorized to open all marijuana sales February 4, 2023. Included in the constitutional amendment are provisions for a 3% local tax on non-medical marijuana sales. Council authorized a ballot initiative for the April 2023 election of a 3% Local Tax on non-medical marijuana sales to help offset additional costs to keep streets safe. The tax became effective October 1, 2023 and over the last couple months we are starting to receive some revenue. It is difficult to predict the effect of legalization of marijuana sales due to little history, however, some increase should be seen.

For Fiscal Year 2025, the City of Sedalia is projecting a 4% growth and the proposed change indicates a budget increase of \$157,496.

**Personnel Costs:**

**Considerations for FY 2025 Budget:** \$546,000.00 for frozen Police Retirement Fund to amortize previous unfunded liability managed by Lagers; \$250,000.00 estimated amortization of \$4.6 Million unfunded liability in Firefighter Retirement Fund frozen in June & working to move to Lagers; Police Command Structure; Fire – Engine & Squad staffing models, Division Chief, Lieutenants.

City Administrator Shaw recommend moving to a combination COLA and Merit System. Award a 3% COLA on April 1<sup>st</sup> to keep Grades competitive and budget an amount, by department, for Merit increases; Merit 1 % and award it on each employee's individual anniversary of employment or last promotion. Councilman Bloess wants to see a documented process to evaluate everyone's performance before given any Merit Pay. City Administrator Shaw stated that there are evaluation forms to offer, but it will be difficult to have a specific process of evaluation since every job is different.

Wage Options:

1. Public Safety Pay Plan (GF \$260,909.00)
  - Police (GF \$143,573.00); step (GF \$60,831.00); COLA (GF \$82,742.00)
  - Fire (GF \$117,336.00); step (GF \$54,440.00); COLA (GF \$62,896.00)
2. Non-Public Safety \$476,957.00 (GF 160,283.00)
  - COLA \$363,534.00 (GF \$120,805.00)
  - Merit \$113,424.00 (GF \$39,478.00)
3. Total Set Aside \$737,867.00 (GF \$421,192.00)

**Fund 15:** Supported by two ¼ cent sales taxes (total ½ cent). Net Ongoing Revenues are \$5,179,774.00, Net Debt Service is (\$1,265,422.00) leaving \$3,914,352.00 of Net Available Funding.

**Enterprise Funds:** The City has 4 enterprise funds: Hospital, Water Department, Water Pollution Control (Sewer) and Sanitation/Solid Waste. Solid Waste Services were moved to an enterprise fund. In FY 2024, trucks and carts were paid off. Expected trucks to last longer; borrowed from General Fund to purchase 2 side loads. For FY 2025, Airport operations will be moved to an Enterprise Fund.

**Next Steps:** Budget Work Session – February 26, 2024 at 6:30 p.m.; Other Work Sessions, if needed; Public Hearing – March 18, 2024; Council to consider adoption of FY 2025 budget – March 18, 2024 (can be delayed up to March 31, 2024 if more time is needed by Council).

- In 2000, voters approved a county-wide ½ % sales tax for a period of 5 years. Ballot language included “for the purpose of county road improvements, and street, sewer, water and storm water projects within municipalities within Pettis County.” Every 5 years since initial passage, the issue has been taken to the voters to extend the sunset. If voters authorize the tax, specific amounts would be allocated to each municipality, which includes \$365,400.00/year to Sedalia. Payments have been received quarterly which equals the annual amount. In April 2023, the quarterly payment and all subsequent payments were withheld in retaliation for the City using the court system to settle a dispute over public safety codes to county operated facilities. The City was told that if legal action wasn't dropped, the county would withhold funds and use them to pay attorneys to fight this and pay any fines even if a judge ruled in the City's favor. The county has now developed an application process for allocations to municipalities of these funds. Staff recommends approval of the Resolution authorizing submittal of the application, while reminding them of voter intent.

RESOLUTION NO. 2081 – A RESOLUTION AUTHORIZING AN APPLICATION TO THE PETTIS COUNTY LOCAL MUNICIPALITY INFRASTRUCTURE IMPROVEMENT GRANT FOR 2024 was read once by title and approved on Motion by Oldham, Seconded by Marshall. All present in favor. Robinson was absent.

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

- The Ordinance is to declare the results of the Special Bond Election held February 6, 2024.
- BILL NO. 2024-19, ORDINANCE NO. 11977 – AN ORDINANCE DECLARING THE RESULTS OF THE SPECIAL BOND ELECTION HELD IN THE CITY OF SEDALIA MISSOURI ON FEBRUARY 6, 2024 was read once by title.
- 2<sup>nd</sup> Reading – Motion by Oldham, 2<sup>nd</sup> by Foster. All present in favor. Robinson was absent.
- Final Passage – Motion by Oldham, 2<sup>nd</sup> by Marshall. All present in favor. Robinson was absent.



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

➤ The sales agreement with Foley Equipment in the amount of \$83,350.00 is for the purchase of a skid steer for the Street Department.

BILL NO. 2024-20, ORDINANCE NO. 11978 - AN ORDINANCE AUTHORIZING A SALES AGREEMENT FOR THE PURCHASE OF A SKID STEER FOR THE STREET DEPARTMENT was read once by title.

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

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

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

➤ The Ordinances authorize agreements for Storm Water Improvements for Project area 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).

BILL NO. 2024-21, ORDINANCE NO. 11979- AN ORDINANCE AUTHORIZING AN AGREEMENT FOR STORM DRAINAGE IMPROVEMENTS, PROJECT AREA 13 was read once by title.

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

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

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

BILL NO. 2024-22, ORDINANCE NO. 11980- AN ORDINANCE AUTHORIZING AN AGREEMENT FOR STORM DRAINAGE IMPROVEMENTS, PROJECT AREA 14 was read once by title.

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

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

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

BILL NO. 2024-23, ORDINANCE NO. 11981 – AN ORDINANCE AUTHORIZING AN AGREEMENT FOR STORM DRAINAGE IMPROVEMENTS, PROJECT AREA 21 was read once by title.

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

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

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

BILL NO. 2024-24, ORDINANCE NO. 11982 – AN ORDINANCE AUTHORIZING AN AGREEMENT FOR STORM DRAINAGE IMPROVEMENTS, PROJECT AREA 35 was read once by title.

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

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

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

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

<b>Presentation - 2021 Code Adoption</b>
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Chief Building Official Devin Lake, Building Inspector Neal Harman and Deputy Fire Chief Daniel Shaw presented information on proposed amendments relating to the adoption of 2021 Codes for: Building, Residential, Existing Building, Electrical, Plumbing, Fire, Fire – Existing Buildings, Fuel Gas, Mechanical, Swimming Pool and Spa, Property Maintenance and Accessible/Usable Building. The proposed codes and amendments must lay for 90 days and be available for public use, inspection and examination and then are scheduled to be adopted at the

June 3, 2024 Council Meeting. Codes are important because they provide a reasonable level of life safety and property protection to the customers. Proper application and up to date safety codes lowers insurance rates (current 3 out of 10) and building code effectiveness (current 4 out of 10).

**General Amendment** – Energy Efficiency requirements deleted; Residential Sprinkler Systems – Not required but must be offered.

Motion by Bloess, seconded by Oldham to amend Section 109.4 wording from “shall” to “may”. All present in favor. Robinson was absent.

Mayor Dawson proposed an amendment to Section 8.105.2.1 to set due date of 3 business days to send in permit paperwork in emergency situations instead of 1 business day. Motion by Foster, seconded by Hiller to make said amendment. All present in favor. Robinson was absent.

**International Building Code** – Section 202 Change of Occupancy definition; Section 302.1 Occupied Roofs; Section 423.5 Group E Storm Shelters; Section 602.4 Mass Timber; Table 1004.5 and Section 1004.8 Business Area Occupant Loads; Locking arrangements in educational occupancies; Section 1809.5.1 Frost protection at required exits; Section 2308.5.5.1 Single Member headers; Section 3113 added for Relocatable buildings; Section 3115 added for Intermodal shipping containers.

Mayor Dawson proposed an amendment to delete Section 702.3 thru 702.3.3 requiring bathrooms in tornado shelters. Motion by Foster, seconded by Hiller to delete said sections. All present in favor. Robinson was absent.

**International Residential Code** - Section R310.7 Alterations or repairs in existing basements; Section R314.4; Smoke Alarm Interconnection; Section R315.2.2 Carbon Monoxide Alarms; Section R507.3 Deck Footings; Section R 905.4.4.1 Metal Roof shingles; Section P2503.5.1 Rough Plumbing Testing; Section P3007.3.1 & P3303.1.1 Sanitary & storm drainage sump pumps; Section E 3601.8 Emergency disconnect; Section E 3606.5 Surge Protection device; Section E 3703.5 Garages – amp circuit; Section E 3901.4.2 Receptacle – Island and Peninsular; Section E 3902.5 Basement Receptacles – GFCI protection; Section E 3902.10 Indoor damp/wet locations – GFCI protection; Section E 4101.3 added Receptacle – Built in dishwasher; Appendix AQ added Tiny Houses guidelines.

**International Existing Building Code** - IEBC Section 307 & 308 Smoke Alarms and carbon monoxide detection; IEBC Section 506.4 Existing emergency escape & rescue openings; IEBC Section 904.1.4 thru 904.1.7 automatic sprinkler protection.

**National Electrical Code** - All buildings or structures declared substandard or dangerous due to electrical conditions, must if repaired or reconstructed, be brought up to passable standards and wired in accordance with present electrical code; All buildings or structures damaged by fire due to electrical conditions shall be inspected by established electrical company licensed by the city before electrical power is reconnected or turned on.

**International Plumbing code** - Section 312.1 Required tests – plastic systems; Section 712.3.1 & 1113.1.1 Sanitary & storm drainage sump pumps.

**International Fire Code** - Referenced NFPA Standards; Section 315.3.1 Ceiling clearance; Section 403.11.3 Crowd managers; Section 508 Fire command center; Section 510 Emergency responder communication coverage; Section 610 Clothes dryer exhaust systems; Section 906.1 Portable Extinguishers; Section 1010.2.8 Locking arrangements in education occupancies.

Motion by Bloess, seconded by Oldham to amend Section 112.4 wording from "shall" to "may". All present in favor. Robinson was absent.

**International Fire Code Chapter 11 Existing Buildings** - Section 1103.5.1 Group A-2 – Automatic Sprinkler System; Section 1103.5.3 Group I-2 Condition 2 – Sprinkler System; Section 1103.7.5.1 – Group R-1 hotel and motel manual fire alarm systems; Section 1103.9 Carbon Monoxide Detection.

**Fuel Gas Code** – No significant changes or amendments

**Mechanical Code** - No significant changes or amendments

**Swimming Pool & Spa** - No significant changes or amendments

**Property Maintenance** - No significant changes or amendments

**Accessible & Usable Buildings** - No significant changes or amendments

➤ Structural inspections are done every 10 years. Staff issued a Request For Qualifications to select structural engineers for an update. Staff recommends engaging PST Engineering at a negotiated cost of \$1,100 per structure. Amount not to exceed \$247,500.00.

BILL NO. 2024-25, ORDINANCE NO. 11983 – AN ORDINANCE AUTHORIZING AN AGREEMENT FOR COMPREHENSIVE STRUCTURAL INTEGRITY INSPECTIONS OF DOWNTOWN COMMERCIAL DISTRICT HISTORIC BUILDINGS was read once by title.

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

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

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

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

**APPOINTMENTS:** None

**LIQUOR LICENSES:** The following renewal liquor licenses were read and approved on motion by Oldham, seconded by Bloess. All present in favor. Robinson was absent.

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

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

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

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

\*Ravi Patel dba Liquor Locker, 513 West Main, Package Liquor & Sunday Sales.

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

Councilwoman Boggess invited everyone to the Black History program at Burns Chapel on Sunday, February 25, 2024 at 3:00 p.m.

**GOOD & WELFARE:**

David Goodson, 1640 Hedge Apple Dr., asked Council to think before adopting the new codes and added that the business community is not happy.

Cory City, 1804 South Park, stated that Pettis county is on the way to a 3<sup>rd</sup> dump and stated last week there was a court hearing about it, but he has not heard anything from the City.

Rick Yeager, 1805 Main Street Road, asked Council to think before adopting the new Codes. Mr. Yeager stated that we need to be friendly with new business and welcome them to the community and added that building needs to be more affordable.

Dianne Simon, 17449 Brockman Avenue Cole Camp and with E.W. Thompson Investment Corp., stated the change of "shall" vs "may" makes her want to know what else is in the Code that one word makes a difference. Ms. Simon stated that there are fire hydrants covered with plastic bags and asked when they will be fixed.

Becca La Strada asked Council to give citizens more time to fix their homes.

Mark Edwards stated that he participated in the Kansas City waste meeting and added that 95 acres that are planning to be developed can be expanded to 360.

The meeting adjourned at 9:35 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 Estate) and 12 (Negotiated Contracts) of Section 610.021 RSMo. Roll Call Vote: Voting "Yes" were Oldham, Marshall, Boggess, Hiller, Cross, Foster and Bloess. No one voted "No". Robinson was absent.

The regular meeting reopened at 10:17 p.m. on motion by Foster, seconded by Cross. All present in favor. Robinson was absent.

ROLL CALL:

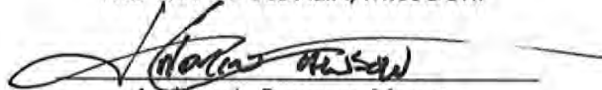
Jack Robinson	Absent	Bob Hiller	Present
Thomas Oldham	Present	Bob Cross	Present
Chris Marshall	Present	Rhiannon Foster	Present
Tina Boggess	Present	Steve Bloess	Present

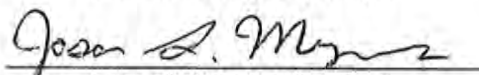
BUSINESS RELATED TO CLOSED DOOR MEETING:

Motion by Foster, seconded by Cross to authorize Mayor Dawson to execute the agreement with KMAC. All present in favor. Robinson was absent.

The regular meeting adjourned at 10:18 p.m. on motion by Oldham, seconded by Cross. All present in favor. Robinson was absent.

THE CITY OF SEDALIA, MISSOURI

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

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



Let's Cross Paths

**CITY OF SEDALIA, MISSOURI  
BUDGET WORK SESSION  
FEBRUARY 26, 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 for a Budget Work Session on Monday, February 26, 2024 at 6:30 p.m. at the Municipal Building in the Council Chambers with Mayor Andrew L. Dawson Presiding. Mayor Dawson called the work session to order and asked for a moment of prayer led by Councilwoman Tina Boggess followed by the Pledge of Allegiance.

**ROLL CALL:**

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

- The Resolution authorizes submission of a Clean Water State Revolving Fund Loan application and also clarifies who is authorized to sign the application on behalf of the City.

RESOLUTION NO. 2082 – A RESOLUTION AUTHORIZING THE SUBMISSION OF A CLEAN WATER STATE REVOLVING FUND LOAN APPLICATION was once read by title and approved on motion by Oldham, seconded by Foster. All in Favor.

<b>Budget Work Session</b>
----------------------------

City Administrator Kelvin Shaw presented a summary of the FY 2025 budget.

**FY 2025 Overview Considerations/Discussion:**

**General Fund:** Fund balance is in target range but must still watch sustainability; Sales and Use Tax are major source of revenue and represents 46% of total revenue in General Fund; Wages represent majority of expenditures and that totals 74%; Revenue increasing 1.84% leaves shortfall in covering expenditures increasing at 2.96%; Have to keep up with market wages and forced to look at service levels over time; Must watch trends and avoid systemic issues that could reduce ability to react (budget less elasticity); Do what we can short-term and wait and see what long-term ramifications are; Do more to create offsets (bring more in-house).

	Revenues Over (Under) Expenditures	Restricted Balance	Resulting Fund Balance	Percent
Current Net	298,576	-	10,843,350	60.7%
Working Model Increase (Decrease)	109,127	-	109,127	-
Updated Net	407,703	-	10,952,477	61.3%
Target Fund Balance	-	-	11,612,131	65.0%
Ending Fund Balance Over (Under) Target	-	-	(659,655)	-

Description	Ranking	Requested	Included in Draft	Working Changes	Yes/No	
					Yes	No
<b>Revenues</b>						
Sales & Use Taxes 2% Inc.		(148,202)	(148,202)	-	X	

-Add another 2% Sales & Use Tax Inc.		(148,202)	(148,202)	-	X	
Property Tax 2% Inc.		(42,240)	(42,240)	-	X	
<b>Personnel Related Costs and Initiatives</b>						
Safety Position		70,000	-	-		X
IT Desktop Tech		53,101	-	-		X
IT Server Operations Tech		56,436	-	-		X
IT Car Allowance for new employees		6,800	-	-		X
Fire added 6 employees	5	366,609	366,609	-	X	
-SAFER Grant for Added Positions		(366,609)	(366,609)	-	X	
Fire Div Chief (Training & Preparedness Officer)	8	95,593	-	-		X
Create 6 Fire Lt Positions & Promote		42,339	42,339	-	X	
Fire paid on Call 50/day for 3 people every day of the year		70,759	-	-		X
Police Frozen Pension Cont. toward liability		545,908	545,908	-	X	
Police Recruitment Incentives		30,000	30,000	-	X	
Animal Control Add Officer/Coverage	12	51,171	-	-		X
Comm Dev Admin Asst – Backup permit clerk		61,336	-	-		X
Replace Season Cemetery Empl with contract		19,623	19,623	-	X	
Code Enforcement Certification Raises		7,166	7,166	-	X	
<b>Wage Rates:</b>						
Public Safety Pay Plan						X
-Police Step		60,831	60,831	-	X	
-Police COLA		82,742	82,742	-	X	
-Fire Step		54,440	54,440	-	X	
-Fire COLA		62,896	62,896	-	X	
Non Public Safety						
-COLA (3%)		120,805	120,805	-	X	
-Merit set aside 1%		39,478	39,478	-	X	
<b>Non-Personnel Costs</b>						
Charter Process Legal & Elections	13	100,000	100,000	(100,000)		X
Retail Recruitment	11	70,000	70,000	-	X	
Annual MML Conf – Council & Admin		7,500	7,500	-	X	
MML Legislative – Council		2,310	2,310	-	X	
National League of Cities Conference		1,500	1,500	-	X	
Cell Phone Data Subscription – Placer.ai		20,600	20,600	-	X	
Pioneer Trails Dues		8,127	8,127	(8,127)		X
HR Assistant Certification		1,500	1,500	-	X	
Employee Promotions		16,530	16,530	-	X	
Employee Wellness Fair		5,000	5,000	-	X	
Safety Recognition Program		1,000	1,000	1,000	X	
KnowBe4 – 3 Yr subscription		11,021	11,021	-	X	
Hydrant Testing and Repair		4,450	4,450	-	X	
AED Replacements – 4		8,000	8,000	-	X	
Fire New Scene Light Poles		2,800	2,800	-	X	
New Hire Specific Training – Dependent upon above added 6		10,200	10,200	-	X	
New Hire Physicals & Evals – Dependent upon above added 6		5,200	5,200	-	X	
New Hire Uniforms – Dependent upon above added 6		4,200	4,200	-	X	
New Hire Bunker Gear – Dependent upon above added 6		57,000	57,000	-	X	
Duty Coats for Medical Calls		12,500	12,500	-	X	

Class A Uniforms – 5		4,000	-	-		X
Fire Ballistic Vests & Helmets	4	19,000	19,000	-	X	
Medical UTV	9	35,000	-	-		X
Digital Sign for Fire HQ	18	25,000	-	-		X
Freddie the Fire Truck	16	11,000	-	-		X
Police SRT Training		11,480	11,480	-	X	
Add a DRE Training		10,000	10,000	-	X	
Patrol Cars – 2 New Durangos – Cages, Wraps, etc.		101,750	101,750	-	X	
-Alternate Funding – Reduce to 1 Durango		50,875	-	-		X
Police License Plate Recognition (11 Cameras/Upd Estimate)	1	80,000	80,000	-	X	
Neighborhood 360 Cameras (5K per device)	2	50,000	50,000	-	X	
Mobile Software, Evidence Collection, Data Analytics	3	51,277	51,277	-	X	
Shot Detection (4K per device)	7	40,000	40,000	-	X	
Duty Vests for Police		12,120	12,120	-	X	
Police Vest Grant		(6,965)	(6,965)	-	X	
Police Radios		149,452	149,452	-	X	
Police ARPA Radio Grant		(74,726)	(74,726)	-	X	
Community Development Mainstreet Conf		4,100	4,100	-	X	
Rehang Downtown Christmas Lights		28,000	28,000	-	X	
-Add Christmas lights to Trust Bldg.		3,500	3,500	-	X	
Tax Sale Property Purchases		22,000	22,000	-	X	
CBO ICC Conf in Colorado		3,500	3,500	-	X	
Downtown Structural Engineering Inspections		248,500	248,500	-	X	
Demolition Dangerous Buildings	6	100,000	100,000	-	X	
Neighborhood Revitalization Seed Money	14	200,000	-	-		X
Code Enforcement vehicle – Added Inspector	16	42,500	-	-		X
Cemetery Backhoe Replacement		130,000	-	-		X
HVAC Mini Split for East Shop Office Area		4,744	4,744	-	X	
Cemetery SUV for Office		35,000	-	-		X
Added Truck for Added Animal Control officer	15	60,000	-	-		X
Retaining Wall behind Shelter to Address Erosion Issues		30,000	30,000	-	X	
HR Emergency Door		4,224	4,224	-	X	
City Hall Break Area		10,000	-	-		X
Annex Building Roof & Other Repairs		74,960	-	-		X
Vehicle Maintenance – 22T Pillow Jack		3,000	3,000	-	X	
Vehicle Maintenance – 5 Ton FAG Furnace for office areas		18,130	18,130	-	X	
<b>Cost Sharing Contracts</b>						
Emergency Management (Share with County & State)		28,163	28,163	-	X	
- Requested Increase		37,163	-	-		X
Joint Dispatch Agreement		300,000	300,000	-	X	
Scott Joplin Ragtime Festival		10,000	10,000	-	X	
Sedalia Pettis County Economic Development		140,000	140,000	-	X	
Whiteman Area Leadership Council		5,000	5,000	-	X	
HCC Employee & Family Memberships		10,000	10,000	-	X	
Green House Support with Parks		5,000	5,000	-	X	
4 <sup>th</sup> of July Fireworks Partner with Parks		10,000	10,000	-	X	
Senior Center Support	9	2,500	2,500	-	X	

Christmas Parade – Chamber of Commerce		2,000	2,000	(2,000)		X
Other Event Sponsorships – e.g. Balloon & Kite Festival		2,500	2,500	-	X	
<b>Totals</b>		<b>3,685,964</b>	<b>2,505,271</b>	<b>(109,127)</b>		

Specific Items for Council Consideration and Direction:

- Sales & Use Tax 2% increase; added additional 2% for 4% total.
- Property Tax 2% increase.
- Safety Position: Not Included
- IT Desktop position: Not Included
- IT Server Operations Tech: Not Included
- IT Car Allowance for new employees: Not Included
- Fire Department addition - 6 employees – If received, SAFER Grant would pay 100% for first 3 years.
- Add back Fire Division Chief position: Not Included
- 6 Fire Lt. Positions.
- Paid on call for Fire Department – with 3 personnel on paid call, it is easier to schedule and also response to fires. SAFER Grant has not opened and hiring will be delayed until the Grant opens. If not awarded, would not hire.
- Class A Uniforms: Not Included.
- Medical UTV: Not Included.
- Digital Sign for HQ: Not Included
- Freddie Fire Truck: Not Included
- Police Patrol Cars – Alternate Funding – Reduce to 1 Durango: Not Included
- Added Admin Asst to Community Development/back up for permit person. Position may not be needed: Not Included
- Contract out weed eating services for Cemetery.
- Wage Rates – Merit Pay: Councilman Bloess is not opposed but would like to know how it will be assessed. Complete procedure in place and needs to be more objective than subjective, no favoritism. Councilwoman Foster inquired about the frequency of evaluations and if they are tied to pay. City Administrator Shaw stated that step increase was awarded with a passing evaluation. He would like to go to a Merit system that is subjective based on the managers ability to manage wages and pay top performers more.
- Neighborhood Revitalization: Not Included.
- Code Enforcement Vehicle – Added Inspector: Not Included; using pool car.
- Cemetery Backhoe Replacement: Not Included.
- Cemetery SUV for Office: Not Included
- Animal Control – addition of officer to extend coverage: Not Included
- City Hall Break Area: Not Included.
- Charter Process - \$100,000. Last year City Budgeted \$85,000. Councilman Bloess stated he has not had anyone approach him regarding a Charter. It is a 2-year process and he prefer it be initiated by Citizen’s petition rather than Council. Motion by Bloess, seconded by Robinson to remove the item from the Budget. Roll call Vote: Voting “Yes” were Robinson, Oldham, Marshall, Boggess, Hiller, Cross, and Bloess. Voting “No” was Foster.
- Pioneer Trails – Was removed 2 years ago and added back last year; No measurable benefits to the City. Motion by Oldham, seconded by Hiller to remove from the Budget. All in Favor.



- Safety Recognition Program – Councilman Bloess recommended adding funding to this program. Motion by Bloess, seconded by Robinson to add additional \$1,000 in funding. All in Favor.
- Annex Bldg. Roof & Other repairs – Recommendation to demolish building: Not Included
- Christmas Parade – Chamber of Commerce – Motion by Hiller, seconded by Oldham to remove from the Budget. All in Favor.

### Transportation:

	Revenues Over (Under) Expenditures	Other Changes To Fund	Resulting Fund Balance	Percent
Current Net	16,193	-	1,803,532	36.3%
Working Model Increase (Decrease)	0	0	0	-
Updated Net	16,193	16,193	1,803,532	36.3%
Target Fund Balance	-	-	1,984,846	40.0%
Ending Fund Balance Over (Under) Target	-	-	(181,314)	-

Description	Ranking	Amount Requested	Included in Draft	Working Changes	Yes	No
<b>Revenues:</b>						
Sales & Use Taxes 2% Inc.		(72,022)	(72,022)	-	X	
-Add 2% Sales & Use Tax Inc.		(72,022)	(72,022)	-	X	
<b>Personnel Related Costs &amp; Initiatives:</b>						
<b>Street Department</b>						
-Added Maintenance Operator for Sign Shop		48,331	-	-		X
-Add 2 Laborers For Asphalt Crew		87,543	-	-		X
-Add 2 Equipment Operators		96,662	-	-		X
<b>Alley &amp; ROW Maint</b>						
-Add 2 Laborers for 2 three-man crews for mowing		87,831	-	-		X
-Add Operator for Alley Maint & Demo/Abatements		54,595	-	-		X
CDL Permits, Licensing & Training		16,000	16,000	-	X	
<b>Wage Rates:</b>						
<b>Streets</b>						
-COLA (3%)		32,785	32,785	-	X	
-Merit Set Aside		10,334	10,334	-	X	
<b>Alley &amp; ROW Maint</b>						
-COLA (3%)		4,441	4,441	-	X	
-Merit Set Aside		1,480	1,480	-	X	
<b>Non-Personnel Costs</b>						
<b>Street Department</b>						
Pavement Management Program	1	185,000	185,000	-	X	
Street Lights		458,000	458,000	-	X	
Tree Grinding (Increased 35k from Prev 3 Yr Avg)		115,260	115,260	-	X	
Safe Streets & Roads for All Master Planning		187,500	187,500	-	X	
-SS4A Grant		(150,000)	(150,000)	-	X	
Tandem Dump Truck with Plow & Spreader	2	350,000	350,000	-	X	
Add another used Day Cab truck for End Dump or Lowboy		65,000	65,000	-	X	
Grade Control for Paver		27,000	27,000	-	X	
Nuclear Density Gauge to test newly laid asphalt		12,000	12,000	-	X	

Added Digital Sign Board		24,000	-	-		X
Self-Propelled Force Feed Loader for Snow Downtown		243,800	-	-		X
Backhoe for Concrete Crew		132,840	-	-		X
Add Gooseneck Trailer		25,000	-	-		X
1 Ton Truck to Pull Small Equip Gooseneck		60,000	-	-		X
Tracked Skid Steer with High Flow	7	93,400	93,400	-	X	
Automated Flagger Trailers		30,000	-	-		X
Miovision Scout Traffic Counter – 2 Units		60,000	-	-		X
Forks for Concrete Backhoe		4,000	4,000	-	X	
Back Lot Wash Pad Sewer, Structure, & Paving		60,000	60,000	-	X	
Street Barn Roof Repair		70,000	70,000	-	X	
Radios		12,000	-	-		X
Mosquito Spraying		5,000	5,000	-	X	
Street Maint Supplies & Construction Materials		185,000	185,000	-	X	
<b>Right of Way Maintenance</b>						
Mini Excavator for Demolition	4	88,300	-	-		X
Brush Skid Steer	3	94,000	-	-		X
-Forestry Mulcher Attachment		40,000	40,000	-	X	
-Industrial Rotary Brush Cutter Attachment		17,000	17,000	-	X	
Tractor Excavator for Demolition	5	328,620	-	-		X
Dingo Stand on Skid Steer for Mowing abatements	5	46,000	-	-		X
Equipment Trailer		14,000	-	-		X
Add a Pick-up for Mow Crew		40,000	-	-		X
Herbicide		1,800	1,800	-	X	
<b>Cost Sharing Contracts:</b>						
Oats Transit Services		25,000	25,000	-	X	
Transfer to Airport		200,000	200,000	-	X	
Transfer to CIP		500,000	500,000	-	X	
<b>Totals:</b>		<b>4,089,523</b>	<b>2,516,000</b>			

Specific Items for Council Consideration and Direction:

- Sales & Use Tax 2% increase; added additional 2% for 4% total.
- Wages: Same as General.
- Add Maintenance Operator for Sign Shop: Not Included.
- 2 Laborers for Asphalt Crew: Not Included.
- 2 Equipment Operators: Not Included
- Alley & ROW – 2 Laborers for 2 three-man crew for mowing: Not Included
- Operator for Alley Maintenance & Demo/Abatements: Not Included.
- SAFER Streets & Roads For All Master Planning – Included this year but will carry over to next.
- Added Digital Sign Board: Not Included.
- Self-Propelled Force Feed Loader for Snow Downtown: Not Included.
- Backhoe – Concrete Crew: Not Included.
- Gooseneck Trailer: Not Included.
- 1 Ton Truck to pull small equipment gooseneck: Not Included.

- Tracked Skid Steer with High Flow ranked number 7 was included but Brush Skid steer with attachments for mowing was ranked number 3. Recommendation is to share equipment across departments.
- Automated Flagger Trailers: Not Included.
- Miovision Scout Traffic Counter – 2 Units: Not Included.
- Radios: Not Included
- Mini Excavator for Demolition: Not Included.
- Brush Skid Steer: Not included.
- Track Excavator for demolition: Not Included.
- Dingo Stand on Skid Steer for mowing abatements: Motion by Boggess, seconded by Bloess to include in the Budget. Roll call Vote: Voting “Yes” were Boggess, and Bloess. Voting “No” were Robinson, Oldham, Marshall, Hiller, Cross and Foster. Motion **FAILED**.
- Equipment Trailer: Not Included.
- Add pickup for mow crew: Not Included.

**Capital Improvements:** \$3 Million restricted to Heckart Community Center; As funds used, Unreserved fund balance \$1.7 Million; spending down the restricted fund balance; some will carry over from items not accomplished this year.

	Revenues Over (Under) Expenditures	Other Changes To Fund Balance	Resulting Fund Balance	Unreserved Fund Balance	Percent
Current Net	<b>(4,891,500)</b>		<b>2,841,982</b>	<b>1,788,746</b>	35.4%
Working Model Increase (Decrease)	<b>0</b>	<b>0</b>	<b>0</b>		
Updated Net	<b>(4,891,500)</b>	<b>(4,891,500)</b>	<b>2,841,982</b>	<b>1,788,746</b>	35.4%
Target Fund Balance			<b>3,073,521</b>	<b>2,020,285</b>	40.0%
Ending Fund Balance Over (Under) Target			<b>(231,539)</b>		

Description	Ranking	Requested	Included in Draft	Working Changes	Yes	No
<b>Revenues</b>						
Sales & Use Taxes 2% Inc		(72,986)	(72,986)	-	X	
-Add 2% Sales & Use Tax Inc		(72,986)	(72,986)	-	X	
<b>Capital Improvement Projects</b>						
Alley Reactivation – Paving	12	54,000	54,000	-	X	
Parking Lots –; Pacific & N Ohio; 7 <sup>th</sup> & Ohio, & Main & Osage		71,000	71,000	-	X	
Monument/Wayfinding Signs	13	200,000	-	-		X
Storm Drainage Projects		3,301,150	3,301,150	-	X	
-DNR Grant Awarded		(1,650,575)	(1,650,575)	-	X	
-Local Allocation ARPA		(1,650,575)	(1,650,575)	-	X	
Sidewalk Restoration	6	1,000,000	1,000,000	-	X	
-CDBG Grant Funded		(500,000)	(500,000)	-	X	
-Other Sidewalks		100,000	100,000	-	X	
North Central Sidewalk Project		1,535,520	1,535,520	-	X	
-ARPA Grant		(767,760)	(767,760)	-	X	
-Local Allocation of ARPA		(767,760)	(767,760)	-	X	
Sidewalk 65 Hwy – 7 <sup>th</sup> to Liberty Park Blvd	14	225,000	-	-		X
Sidewalk – State Fair Blvd 50 Hwy to 3 <sup>rd</sup> to 65	9	310,000	-	-		X
Bikeway – 3 <sup>rd</sup> St Katy Depot to Liberty Park		1,000,000	1,000,000	-	X	

-TAP Grant Funding		(500,000)	(500,000)	-	X	
Complete Street 16 <sup>th</sup> – New York to Limit	10	8,750,000	-	-		X
Bikeway – Amtrak Depot to Katy Depot	17	1,000,000	-	-		X
<b>Street Paving Projects:</b>	7					
-Grand – 20 <sup>th</sup> to 24 <sup>th</sup>	7-1	130,000	130,000	-	X	
-Grand – Main to 65 Hwy	7-1	290,000	290,000	-	X	
-Kentucky – 16 <sup>th</sup> to 20 <sup>th</sup>	7-3	95,000	95,000	-	X	
-Engineer – Reine to Tower	7-4	140,000	140,000	-	X	
-Ingram – 16 <sup>th</sup> to South City Limits	7-5	270,000	270,000	-	X	
-Emmett – Broadway to Tower	7-6	240,000	-	-		X
-Adams/ProEnergy Drive – Cherry Tree to Eagleview	7-6	205,000	-	-		X
-Reine – Cedar to Engineer	7-8	55,000	-	-		X
-24 <sup>th</sup> -Ingram to New York	7-9	275,000	-	-		X
-Park – 32 <sup>nd</sup> to South City Limits	7-10	85,000	-	-		X
-Sedalia Road & Georgetown Rd Intersection	7-11	15,000	-	-		X
-Washington – Main to 5 <sup>th</sup>		100,000	-	-		X
-Warren – 16 <sup>th</sup> to 20 <sup>th</sup>		115,000	-	-		X
-10 <sup>th</sup> – Ingram to Washington		40,000	-	-		X
-Sneed – Broadway North to deadend		12,500	-	-		X
32 <sup>nd</sup> & Limit Lane Additions (Cost Share Contribution)	5	750,000	750,000	-	X	
Winchester Extension 16 <sup>th</sup> to Sacajawea	10	4,000,000	-	-		X
N Harding & Booneville Upgrade Route Hwy 50 to Airport	18	1,000,000	-	-		X
State Fair Blvd Straightening & Round About at Main	8	1,220,000	-	-		X
Parkhurst Bridge Repair		220,000	220,000	-	X	
Traffic Light 65 & Sacajawea	15	400,000	-	-		X
50 Hwy Katy Trail Overpass Widening Cost Share with MODot	19	1,000,000	-	-		X
65 Hwy Ramps at Main-Cost Share with MODot	15	1,000,000	-	-		X
ProEnergy to Oak Grove	19	2,500,000	-	-		X
Downtown Light Purchase & Change to LED	21	450,000	-	-		X
Airport – Rehabilitation North Parallel Taxiway & 500' of Runway 18-36		500,000	500,000	-	X	
-Airport Grant Funds		(450,000)	(450,000)	-	X	
Environmental Assessment for South Part of Parallel Taxi Project		100,000	100,000	-	X	
-Airport Grant Funds		(90,000)	(90,000)	-	X	
Fire Engine – 3 Year lead time	2	1,000,000	1,000,000	-	X	
Fire Ladder Truck – 3 Year lead time	3	2,000,000	2,000,000	-	X	
Medical UTV and Trailer		35,000	-	-		X
Fire Squads for 2 on Order		411,050	411,050	-	X	

Central Fire Station Replacement Construction	1	4,500,000	4,500,000	-	X	
-COP Proceeds or Grant		(4,500,000)	(4,500,000)	-	X	
Fire Training Center	4	1,500,000	1,500,000	-	X	
-COP Proceeds or Grant		(1,500,000)	(1,500,000)	-	X	
Aquatic Center		11,000,000	11,000,000	-	X	
-COP Proceeds		(11,000,000)	(11,000,000)	-	X	
Liberty Park Blvd Angle Parking Design		104,000	104,000	-	X	
Springfork Lake Amenities Design		100,000	-	-		X
Transfer From Transportation (see bottom of transportation)		(500,000)	-	-		
<b>Totals</b>		<b>29,881,578</b>	<b>6,049,078</b>			

**Specific Items for Council Consideration and Direction:**

- Sales & Use Tax 2% increase; added additional 2% for 4% total.
- Monument & Wayfinding Signs: Not Included
- Sidewalks – \$2.635 Million for Sidewalks (Some Grant Funded): 65 Hwy – 7<sup>th</sup> to Liberty Park Blvd., State Fair Blvd, 50 Hwy to 3<sup>rd</sup> to 65 Hwy, Complete Street 16<sup>th</sup> from New York to Limit, Bikeway Amtrak to Katy Depot: Not included
- Street paving projects not included: Emmett – Broadway to Tower, Adams/ProEnergy Drive – Cherry Tree to Eagleview, Reine – Cedar to Engineer, 24<sup>th</sup> – Ingram to New York, Park – 32<sup>nd</sup> to South City Limits, Sedalia Rd & Georgetown Rd Intersection, Washington – Main to 5<sup>th</sup>, Warren – 16<sup>th</sup> to 20<sup>th</sup>, 10<sup>th</sup> – Ingram to Washington, Sneed – Broadway North to dead end, Winchester extension 16<sup>th</sup> to Sacajawea, North Harding & Booneville Upgrade Route Hwy 50 to Airport, State Fair Blvd Straightening & Round About to Main, Traffic Light 65 & Sacajawea, 50 Hwy Katy Trail Overpass Widening Cost Share with MODot, 65 Hwy Ramps at Main – Cost Share with MODot, and ProEnergy to Oak Grove.
- Downtown Lights purchase & Change to LED: Not Included
- Medical UTV & Trailer: Not Included; Grant being sought.
- Central Fire Station Replacement– Current year (part of negative as \$1.6 Million carried over which was Budgeted this year but not spent). Grants being sought and looking at COP proceeds or Grant. City looking at borrowing some funds for the Central Fire Station and Fire Training Center.
- Aquatic Center - \$11 Million – borrowed funds.
- Springfork Lake Amenities Design: Not Included. Councilman Bloess suggested checking into a forestry management plan; Can be discussed at a later date.

Councilman Oldham inquired about the 32<sup>nd</sup> and Limit lane additions and the likelihood of any work this year. Councilwoman Foster stated she had a conversation last week with Senator Sandy Crawford and was told to speak to the Governor about the matter. Councilman Oldham stated that the funds have been sitting a long time and he would like to see how the conversation with MODot and the Governor goes. He would like to allocate those funds to a few other projects, however, if the project is approved, then find the funding.

**Central Business & Cultural District:**

	Revenues Over (Under) Expenditures	Other Changes To Fund Balance	Resulting Fund Balance	Percent
Current Net	(70,599)	-	104,545	207.9%
Working Model Increase (Decrease)	0	0	0	-
Updated Net	(70,599)	(70,599)	104,545	207.9%

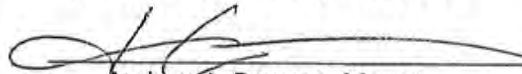
Target Fund Balance	-	-	50,281	100%
Ending Fund Balance Over (Under) Target			54,264	

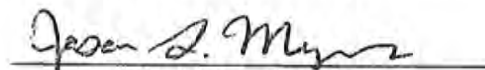
Description	Amount Requested	Included in Draft	Working Changes	Yes	No
<b>Revenue Projected</b>					
Local Taxes	(41,616)	(41,616)	-	X	
Interest	(8,665)	(8,665)	-	X	
Bldg. & Grounds Mtc.	1,500	1,500	-	X	
Legal & Accounting	400	400	-	X	
Property Tax Collection Fees	1,200	1,200	-	X	
Downtown Façade Program	25,000	25,000	-	X	
Downtown Public Restrooms/ Shelter	50,000	50,000	-	X	
Banners & Murals	10,000	10,000	-	X	
<b>Events:</b>					
-Thanksgiving Fireworks	2,500	2,500	-	X	
-Quarterly Business Mixer	1,200	1,200	-	X	
-Downtown Wayfinding/Guerilla Marketing	3,980	3,980	-	X	
-Scott Joplin Festival Local Entertainment	2,200	2,200	-	X	
-Downtown Maps	1,000	1,000	-	X	
-Criterium/Wheelman Event	4,000	4,000	-	X	
-Contingent Events	2,500	2,500	-	X	
Main Street Marketing/First Thurs	7,000	7,000	-	X	
Christmas Parade Sponsorship Promotion	500	500	-	X	
Property Tour	500	500	-	X	
Board Member Training	2,700	2,700	-	X	
Branding Merchandise	2,200	2,200	-	X	
Other – Supplies Etc	1,500	1,500	-	X	
Recognition Event	1,000	1,000	-	X	
<b>Totals</b>	<b>70,599</b>	<b>70,599</b>			

**Next Steps:** Presentation of incorporated budget changes – March 4, 2024; Budget Work Session – March 11, 2024, if needed; Public Hearing on FY 2025 Budget – March 18, 2024; Adoption by Council of FY 2025 Budget – March 18, 2024 (can be delayed up to March 21, 2024 if more time is needed by Council).

The work session adjourned at 9:10 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

TRAFFIC ADVISORY COMMISSION MEETING

JANUARY 10, 2024

The Traffic Advisory Commission duly met on Wednesday, January 10, 2024 at 12:00 p.m. at the City of Sedalia Municipal Building. The meeting was called to order by Chairman Esquivel.

ROLL CALL:

Members		Ex-Officio Members	
Deidre Esquivel	Present	AJ Silvey	Not Present
James Callis	Present	Matt Irwin	Present
John Rucker	Present	Chris Davies	Present
Dennis Henderson	Present		
Byron Matson	Present	Secretary	Elizabeth Nations
Sherry Broyles	Present		
Charles Leftwich	Present		

Minutes from the December 13, 2023 meeting were approved.

Guests: City Administrator Kelvin Shaw, Assistant City Administrator Matt Wirt, Public Works Operations Manager Justin Bray, Public Works Program Specialist Tammy Lewis and Debbie Freels, RN, FNP-BC, BCBH Coordinator

OLD BUSINESS:

**Availability of Handicap Parking Downtown**

Mr. Davies discussed how there is not a consensus among the downtown business owners concerning placement. The enforcement of the restricted parking is also of concern to those owners as there is not staff available to perform those duties.

Ms. Esquivel stated she had hoped if the spaces were installed citizens would take it upon themselves to self-enforce the restrictions on parking. She also discussed how she has observed lack of parking in the downtown area due to the employees of the businesses parking in front of the respective businesses. Mr. Callis was in agreeance based on his observations.

**Mr. Callis made the motion to remove the request from the agenda. Mr. Leftwich seconded. All were in favor.**

**Designate Loading/Unloading Zone at 103 S. Kentucky Ave.**

Public Works Staff had planned to place cones along this stretch of roadway to provide a visual tool for Commission members to see where painted parking spaces would be. Unfortunately, due to snowfall this was not possible. Staff will attempt to set them up again on the morning of February 20<sup>th</sup>.

**Mr. Rucker motioned to table the request until February. Mr. Matson seconded. All were in favor.**

NEW BUSINESS:

**Installation of a 4-way Stop Sign at the Intersection of W. 32<sup>nd</sup> St. and Clarendon Rd.**

Michelle Hunolt is requesting the installation of a 4-way stop sign at the intersection of W. 32<sup>nd</sup> St. and Clarendon Rd. She feels the intersection has seen increased traffic flow from the amount of people heading to the daycare and multiple schools in the areas, which will cause an increase in accidents.

Public Works Staff conducted traffic counts and monitored for speed at this location. Please see attached summary.

City Administrator Shaw stated he was approached by a group of residents in neighborhoods close to the intersection who are in favor of the installation of the 4-way stop. Those residents also feel speeding is an issue in the area. He also stated with the amount on new residential construction happening in the area traffic flow would be increasing.

Several Commission members commented on the amount of traffic in the area around soccer season coming and going from Clover Dell Park.

Ms. Esquivel commented if the stop was installed it would be good to install the flashing lights like the ones at W. 10<sup>th</sup> St. and Winchester Dr.

Ms. Nations will reach out to the Police Department to get accident history for the one block radius surrounding the intersection.

**Mr. Rucker motioned to table the request in order to get the accident reports. Mr. Leftwich seconded. All were in favor.**

OTHER ITEMS FOR DISCUSSION:

None

The next meeting date is scheduled for February 14, 2024. Mr. Davies and Ms. Esquivel will be unable to attend the meeting, so the Commission decided to change the meeting date to Tuesday, February 20, 2024.

The meeting adjourned at 12:37 p.m.



# Intersection of W. 32nd and Clarendon Rd.

Location	< 20 MPH	20-25 MPH	25-30 MPH	30-35 MPH	35-40 MPH	40-45 MPH	45-50 MPH	50-55 MPH	55-60 MPH	>60 MPH
3104 Clarendon	18355	1733	108	51	39	34	21	30	16	209
400ft S of W 32nd	240	1495	4288	3698	1181	221	27	8	2	36
75ft E of Clarendon	1765	6314	4621	1280	349	87	13	10	7	61
50ft W of Clarendon	1611	968	963	1180	656	192	35	12	1	5

	< 20 MPH	20-25 MPH	25-30 MPH	30-35 MPH	35-40 MPH	40-45 MPH	45-50 MPH	50-55 MPH	55-60 MPH	>60 MPH
Percent	42.31	20.24	19.22	11.96	4.29	1.03	0.18	0.12	0.05	0.6

Percentage at or below posted 30 mph speed limit:

81.77

# 3104 Clarendon

Date	Day	Vehicle Count
12/5/2023	Tuesday	2111
12/6/2023	Wednesday	3165
12/7/2023	Thursday	3370
12/8/2023	Friday	3450
12/9/2023	Saturday	2708
12/10/2023	Sunday	1935
12/11/2023	Monday	2978
12/12/2023	Tuesday	879

**Total 20596**

# 400ft S of W 32nd

Date	Day	Vehicle Count
12/5/2023	Tuesday	1153
12/6/2023	Wednesday	1826
12/7/2023	Thursday	1827
12/8/2023	Friday	1792
12/9/2023	Saturday	1281
12/10/2023	Sunday	1169
12/11/2023	Monday	1680
12/12/2023	Tuesday	468

**Total 11196**

# 75ft E of Clarendon

Date	Day	Vehicle Count
12/5/2023	Tuesday	1536
12/6/2023	Wednesday	2049
12/7/2023	Thursday	2476
12/8/2023	Friday	2516
12/9/2023	Saturday	1917
12/10/2023	Sunday	1228
12/11/2023	Monday	2133
12/12/2023	Tuesday	652

**Total 14507**

# 50ft W of Clarendon

Date	Day	Vehicle Count
12/5/2023	Tuesday	589
12/6/2023	Wednesday	812
12/7/2023	Thursday	917
12/8/2023	Friday	944
12/9/2023	Saturday	707
12/10/2023	Sunday	626
12/11/2023	Monday	803
12/12/2023	Tuesday	225

**Total 5623**



Let's Cross Paths

## City of Sedalia

Finance Department

200 S. Osage

Sedalia, MO 65301

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

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**Date:** March 4, 2024

**To:** Mayor Andrew Dawson  
Members of the Council

**From:** Jessica Pyle, Finance Director

**RE:** Record Destruction Request

We are requesting permission from Council to approve destruction of the following finance department records that have been retained for the requisite five-year period:

- 1) Proof lists, cashier receipts, remittance stubs, and supporting documentation regarding revenue received dated prior to 4/1/2019;
- 2) Business license applications and supporting documentation that expired on or before 4/1/2019;
- 3) Credit card statements, invoices/receipts, purchase orders and other documentation regarding purchases made by credit card dated prior to 4/1/2019;
- 4) Bank statements, reconciliation records, bank correspondence dated prior to 4/1/2019;
- 5) Vendor invoices, purchase orders, and copies of vendor checks prior to 4/1/2019;
- 6) Payroll time sheets, direct deposit proof list, and payroll check registers prior to 4/1/2019;
- 7) Meter reading sheets and report dated prior to 4/1/2019;
- 8) Journal Entry supporting documentation dated prior to 4/1/2019
- 9) Financial statements printed dated prior to 4/1/2019
- 10) Bid Records dated prior to 4/1/2019, not to include contracts and agreements

Other Documents that have been retained for the requisite period following completed audit:

- 1) Budget Work Papers dated prior to 4/1/2022
- 2) General Ledger printed reports dated prior to 4/1/2022

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

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

**AN ORDINANCE ESTABLISHING A 4 WAY STOP AT THE INTERSECTION OF WEST 32<sup>ND</sup> STREET AND CLARENDON ROAD.**

**WHEREAS**, the Citizen’s Traffic Advisory Commission received a request to establish a 4-way stop at the intersection of West 32nd Street and Clarendon Road; and

**WHEREAS**, the Citizen’s Traffic Advisory Commission met on February 20, 2024, and is recommending to the City Council by a vote of 6 “Yes” to 0 “No” to establish a 4-way stop at the intersection of West 32nd Street and Clarendon Road.

**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 to establish a 4-way stop at the intersection of West 32nd Street and Clarendon Road

**Section 2.** The City Street Department is ordered to install 4-way stop signs accordingly and the City Clerk is ordered to modify the City’s Master Schedule of Traffic Restrictions accordingly.

**Section 3.** This Ordinance shall take effect and be in full force 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 4<sup>th</sup> day of March 2024.

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

Approved by the Mayor of said City this 4<sup>th</sup> day of March 2024.

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

ATTEST:

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



CITY OF SEDALIA  
TRAFFIC ADVISORY COMMISSION  
REQUEST/SUGGESTION SUBMISSION FORM

Date: 11-30-23  
Submitters Name: Michelle Hunolt  
Submitters Address: \_\_\_\_\_  
Submitters E-Mail Address: mhundt96@gmail.com  
Submitters Phone: 660 473 1142  
Submitters Signature: Submitted by phone

Request/Reason for Need:  
4way stop at W 32nd & Clarendon Rd.  
Intersection has increased traffic flow  
and feels it can cause accidents due to the  
amount of people heading to the day care and  
schools

Public Works Dept. Recommendation:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Public Works Director Signature: \_\_\_\_\_

**TRAFFIC ADVISORY COMMISSION RECOMMENDATION**

The City of Sedalia Traffic Advisory Commission reviewed this request/reason for need on: 20<sup>th</sup> day of Feb, 2024, by a vote of 6 to 0.

The Commission recommends that the City Council: approve the submitted request/reason for need.

Attested to by Commission Chairman: *Dulceda Sigurdson* on 2/20/24.

**City Council Action:**

The City of Sedalia, City Council, reviewed the Traffic Advisory Commission Recommendation on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. The City Council \_\_\_\_\_ the Traffic Advisory Commission recommendation.

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

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

**AN ORDINANCE APPROVING AND ACCEPTING A BID AND AGREEMENT FOR ROOF RESTORATION AT THE PUBLIC WORKS GARAGE.**

**WHEREAS**, the City of Sedalia, Missouri has received a bid and agreement from Restoration Roofing Solutions, LLC for roof restoration at the Public Works garage; and

**WHEREAS**, under the agreement, the City of Sedalia, Missouri, agrees to pay the sum of Sixty-three Thousand Eight Hundred Thrity-two Dollars (\$63,832.00) to Restoration Roofing Solutions, LLC, 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 bid and agreement by and between the City of Sedalia, Missouri and Restoration Roofing Solutions, LLC 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 4<sup>th</sup> day of March, 2024.

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

Approved by the Mayor of said City this 4<sup>th</sup> day of March, 2024.

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

ATTEST:

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



Let's Cross Paths

## City of Sedalia

200 S. Osage

Sedalia, MO 65301

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

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To: Kelvin Shaw, City Administrator  
Through: Matthew Wirt, Assistant City Administrator  
From: Justin Bray, Public Works Operations Director  
Date: February 22, 2024  
Subject: IFB 2024-018 Roof Restoration-Public Works Garage

The Public Works Department received three (3) bids for the roof restoration of the Public Works garage located at 901 E. 3<sup>rd</sup> St. The bids received were:

- Reliable Restoration, 212 West Columbia, Farmington, MO 63640 for \$51,870.00
- Restoration Roofing Solutions, LLC, 2200 W. Main, Sedalia, MO 65301 for \$63,832.00
- Dickinson Roofing & Construction, 2609 S. Limit, Sedalia, MO 65301 for \$109,214.29

Reliable Restoration was the lowest bid but their bid did not meet the bid specification by two different omissions. Reliable Restoration bid the project using an elastic type coating and did not include a fiberglass mat as specified in our bid. As a result, Restoration Roofing Solutions LLC of Sedalia presented the lowest, best bid and staff recommends acceptance of their bid of \$63,832.

Thank you for your consideration.

Justin Bray



<b>TABLULATION OF BIDS</b> <b>Roof Restoration - Public Works Garage</b> <b>February 20, 2024 2:00 p.m.</b> <b>Council Chambers</b>							
Description	QTY	Reliable Restoration 212 West Columbia Farmington, MO 63640		Restoration Roofing Solutions, LLC 2200 W. Main Sedalia, MO 65301		Dickinson Roofing & Construction LLC 2609 S. Limit Sedalia, MO 65301	
		Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price
Application rust/oxide film remover; Pressure wash surface; Application rust inhibitor primer; Tighten/replace fasteners; Seal roof protrusions/flashings; Application Benchmark Basecoat; Application Puma XL Topcoat entire roof area; Addendum 1	LS	13,000 sqft; 3.99/sq.ft	\$51,870.00	12,000sqft; 5.3193333333/sqft	\$63,832.00	\$109,214.29	\$109,214.29
<b>Bid Bond</b>			NO		NO		Yes
<b>Notes</b>			Propose to use Sherwin Williams roof coating system; uniflex coating comparable quality.		Start beginning of April; will start earlier if weather permits;		Recommend replacing metal roof with metal panels and insulation.



1728 W 10<sup>th</sup> Street  
Sedalia, MO 65301

# Proposal

## Restoration Roofing

Kevin Lutjen  
(660) 221-7179



**"The Bitterness of Poor Quality  
Remains Long After the Sweetness  
Of Low Price is Forgotten"**

Metal Roof Restoration ◀ Membrane Coatings ▶ Flat Roof Solutions

SUBMITTED TO	City Of Sedalia	DATE	2-20-24
ADDRESS	901 East 3 <sup>rd</sup> St.	PHONE	660-826-9174
CITY/STATE/ZIP	Sedalia, Mo. 65301	CONTACT NAME	Doug Roberts
JOB DESCRIPTION	Conklin Puma XL MR System On 120 Square Metal Roof		

We hereby submit specifications and estimates for:

- (1) Apply Rust-Off rust and oxide film remover to entire roof area.
- (2) Pressure wash entire roof surface.
- (3) Apply Encase rust inhibitor primer to entire roof area.
- (4) Tighten or replace fasteners where necessary.
- (5) Seal fasteners with Conklin fastener grade Kwik Kaulk.
- (6) Seal roof protrusions and flashings with combination of premium caulking compound, polyester fabric, & coatings.
- (7) Apply Benchmark Basecoat with SpunflexII polyester fabric embedded into it on side and end lap seams.
- (8) Apply Puma XL Topcoat over entire roof area at the rate of 1.9 gallons per square.

*The MR system offers a bright white (85% reflective) finish and has an elongation of 338% which gives the entire roof a durable weather resistant seal.*

A 5 year labor and 18 year materials warranty will begin upon completion of job.

We Propose hereby to furnish material and/or labor complete in accordance with above specifications, for the sum of:

**Sixty-three thousand eight hundred thirty-two dollars and no cents. \$63,832.00**

Payment is to be made as follows: 50% to be paid upon acceptance of this contract with balance to be paid upon completion of job.

All materials are guaranteed to be as specified. All work is to be completed in a workmanship manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above this estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry hail, tornado and other necessary insurance

**Contractor  
Signature** \_\_\_\_\_

**This proposal is valid for 30 days  
from the dated specified above**

### Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

**Customer  
Signature** \_\_\_\_\_  
**Customer  
Signature** \_\_\_\_\_

**CITY OF SEDALIA**  
**IFB 2024-018**  
**Roof Restoration-Public Works Garage**

**SECTION 5 BID FORM**

SUBMITTED BY: Restoration Roofing Solutions, LLC  
 (Company Name)

BY: Kevin Lutjen  
 (Authorized Person's Signature)

Kevin Lutjen / owner  
 (Print or Type Name and Title of Signer)

Pursuant to and in accordance with IFB 2024-018, the above signed hereby declares that they have examined the IFB documents and scope of work listed within the Specifications Section of this IFB provided by the City and the bidder's response. The above signed bids and agrees, if their bid is accepted, to furnish the item(s)/service(s) submitted below, including delivery to Sedalia, Missouri in accordance with the delivery schedule indicated below and according to the prices for products/services information submitted by the Bidder.

Item No.	Description	Qty.	Unit Price	Extended Price
1.	-Application of Rust-Off rust and oxide film remover to entire roof area. -Pressure wash entire roof surface. -Application of Encase rust inhibitor primer to entire roof area. -Tighten or replace fasteners where necessary. -Seal fasteners with Conklin fastener grade Kwik Kaulk. -Seal roof protrusions and flashings with combination of premium caulking compound, polyester fabric and coatings. -Application of Benchmark Basecoat with SpunflexII polyester fabric embedded into it on side and end lap seams. -Application of Puma XL Topcoat over entire roof area at the rate of 1.9 gallons per square foot.	LS 12,000 sq ft	5.319333333	\$66,832.00

CITY OF SEDALIA  
IFB 2024-018  
Roof Restoration-Public Works Garage

AFFIDAVIT OF COMPLIANCE

To be submitted with bidder's response to this IFB for Roof Restoration-Public Works Garage

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

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

Specific exceptions are as follows: Start job in the beginning of April due to weather and temperatures. Can start earlier if weather permits or allows it to be possible!

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

Company Name Restoration Roofing Solutions, LLC ADDENDA

By Kevin Lutjen  
(Authorized Person's Signature)

Bidder acknowledges receipt of the following addendum:

Kevin Lutjen/owner  
(Print or type name and title of signer)

Addendum No.     

Company Address 2200 W. 76th St.

Addendum No.     

Sedalia, mo. 65301

Addendum No.     

Addendum No.     

Addendum No.     

Telephone Number 660-221-7179

Email klutjen3@gmail.com

Fax Number: N/A

Federal Tax ID No. 83 1016368

Date: 1-20-24

CITY OF SEDALIA  
IFB 2024-018  
Roof Restoration-Public Works Garage

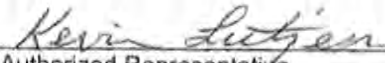
EXHIBIT 2  
EXAMPLE  
CONTRACT AGREEMENT  
BY AND BETWEEN  
THE CITY OF SEDALIA, MISSOURI AND  
TBD

This agreement made and entered into this xxx day of February, 2024, by and between the City of Sedalia, Missouri, hereinafter referred to as the "City" and TBD, hereinafter referred to as the "Contractor" whose principal place of business is located at xxxxxxxxxxxxxxxxxxxx, MO xxxxx.

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

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

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

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

ATTEST:

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

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

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

**AN ORDINANCE AUTHORIZING A PIPELINE CROSSING AGREEMENT FOR A SEWER MAIN EXTENSION TO SERVICE WIRECO.**

**WHEREAS**, the City of Sedalia, Missouri, has received a pipeline crossing agreement from Union Pacific Railroad Company, a Delaware Corporation, for a Small Sanitary Sewer project for a sewer main extension to service WireCo that will cross the existing Union Pacific Railroad in the City of Sedalia, Missouri; and

**WHEREAS**, under the agreement, the City of Sedalia, Missouri, agrees to pay the sum of Five Thousand Dollars (\$5,000.00) to Union Pacific Railroad Company, a Delaware Corporation, 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 the agreement by and between the City of Sedalia, Missouri, and Union Pacific Railroad Company, a Delaware Corporation, 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, 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 the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 4<sup>th</sup> day of March 2024.

Approved by the Mayor of said City this 4<sup>th</sup> day of March 2024.

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

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

ATTEST:

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



Let's Cross Paths


## City of Sedalia

200 S. Osage

Sedalia, MO 65301

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

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To: Kelvin Shaw, City Administrator  
Through: Chris Davies, Public Works Director   
From: Jeremy Stone, Public Works Project Manager  
Date: February 27, 2024  
Subject: Council Memo-Acceptance of Union Pacific Railroad Pipeline Crossing Agreement Related to 2024-009 Small Sanitary Sewer Project A

The Public Works Department is seeking approval of the attached Union Pacific Railroad Pipeline Crossing Agreement. The City project 2024-009 Small Sanitary Sewer Project A involves a sanitary sewer main extension from the existing Central Regional Lift Station to the North to service WireCo that will cross the existing Union Pacific Railroad. The crossing of this railway requires an agreement between the City and Union Pacific Railroad as well as a fee to be paid by the City in the amount of \$5,000.00.

The attached agreement has been reviewed by the City attorney. Thank you for considering the approval of this agreement.



January 9, 2024  
Project: 0793777

CITY OF SEDALIA

Re: Proposed One (1) Underground Eight Inch (8") Plastic (PVC) Pipe Encased In A Sixteen Inch (16") Steel Casing For Transporting And Conveying Sanitary Sewer Pipeline Crossing of Railroad Property at Mile Post 191.72 on the Sedalia Subdivision at or near Sedalia, Pettis County, Missouri

Attached is an original of the agreement covering your use of the Railroad Company's right of way. Please return the executed agreement via email. For any payment(s), please follow the accompanying instructions.

An original copy of the fully-executed document will be returned to you, when approved and processed by the Railroad Company.

- Payment in the amount of Five Thousand Dollars (**\$5,000.00**) is due and payable to Union Pacific Railroad Company upon your execution of the agreement. Please include your payment, with Project No. 0793777 noted on that document. If you require formal billing, you may consider this letter as a formal bill and that 946001323 is this Corporation's correct Federal Taxpayer Identification Number.
- Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at ([uprr.marsh.com](http://uprr.marsh.com)).

If we have not received the executed documents within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

If you have any questions, please contact me at [ksjones@up.com](mailto:ksjones@up.com).

Sincerely,

A handwritten signature in black ink, appearing to read "Kris Jones".

Kris Jones  
Senior Analyst Real Estate - Contracts



## PIPELINE CROSSING AGREEMENT

Mile Post: 191.72, Sedalia Subdivision  
Location: Sedalia, Pettis County, Missouri

**THIS AGREEMENT** ("Agreement") is made and entered into as of January 9, 2024, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF SEDALIA**, to be addressed at 200 S. Osage Ave., Sedalia, Missouri 65301 ("Licensee").

**IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

### **Article 1.      LICENSOR GRANTS RIGHT.**

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate one (1) underground eight inch (8") plastic (PVC) pipe encased in a sixteen inch (16") steel casing for transporting and conveying sanitary sewer only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Sedalia, Pettis County, State of Missouri ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated December 15, 2023, attached hereto as **Exhibit A** and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for one (1) underground eight inch (8") plastic (PVC) pipe encased in a sixteen inch (16") steel casing for transporting and conveying sanitary sewer, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

### **Article 2.      LICENSE FEE.**

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of Five Thousand Dollars (**\$5,000.00**).

### **Article 3.      TERM.**

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

**Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.**

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

**Article 5. INSURANCE.**

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

**Article 6. DEFINITION OF LICENSEE.**

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

**Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS.**

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

**Article 8. WAIVER OF BREACH.**

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

**Article 9. ASSIGNMENT.**

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

**Article 10. SEVERABILITY.**

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

**Article 11. NOTICES.**

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company  
Attn: Analyst – Real Estate Utilities (Project No. 0793777)  
1400 Douglas Street, MS 1690  
Omaha, Nebraska 68179

If to Licensee: CITY OF SEDALIA  
200 S. Osage Ave.  
Sedalia, Missouri 65301

**Article 12. SPECIAL PROVISION – CONSTRUCTION OBSERVATION.**

Licensor requires Licensee to provide monitoring of tracks and construction observation through Licensor approved observer named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector:

**Railpros Field Services**  
Email: [RP.Utility@railpros.com](mailto:RP.Utility@railpros.com)  
Phone (682)223-5271

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY**

**CITY OF SEDALIA**

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

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

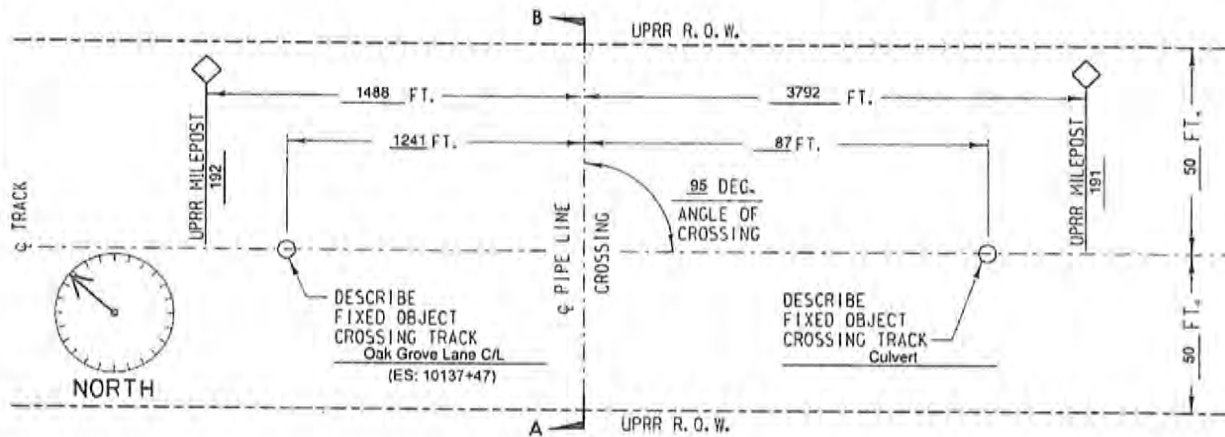
Kris Jones  
*Senior Analyst Real Estate - Contracts*

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

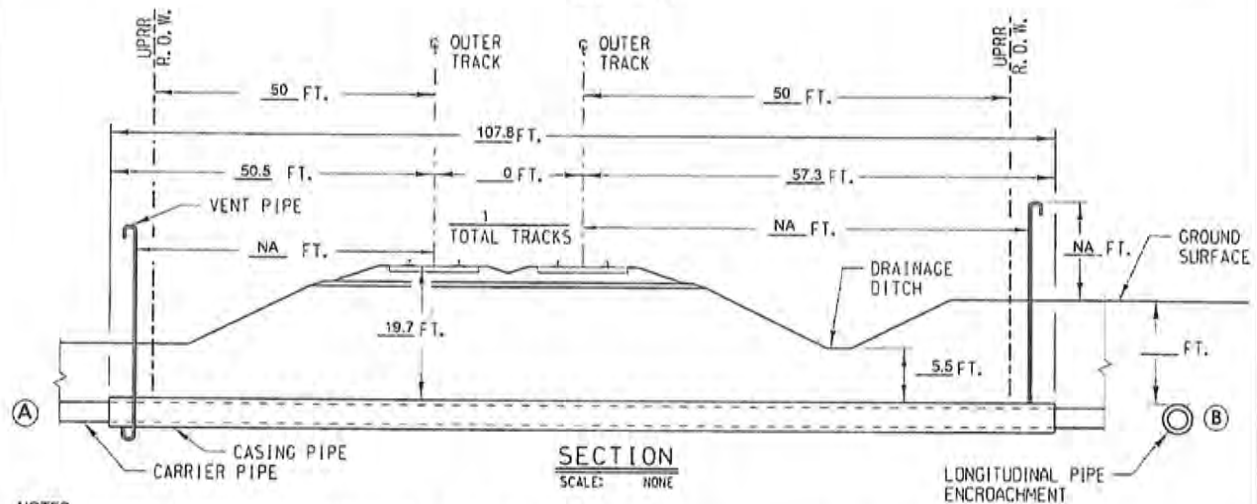
# NON-FLAMMABLE LIQUID PIPELINE

- CROSSING
- ENCROACHMENT
- BOTH



**PLAN**

SCALE: NONE



**SECTION**

SCALE: NONE

- NOTES:  
 1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK  
 2) REFER TO AREMA VOLUME 1, CHAPTER 1, PART 5, SECTION 5.1

- A) METHOD OF INSTALLATION BORED AND JACKED
- B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT NA
- C) SIGNS PROVIDED? SIGNS WILL NOT BE PROVIDED
- D) CARRIER MATERIAL PLASTIC (PVC) IF RCP, CLASS V? NA  
 COMMODITY TO BE CONVEYED SANITARY SEWER  
 OPERATIONAL PRESSURE 0 PSI. MAOP 46 PSI.  
 WALL THICKNESS (INCH)/ SCHEDULE 35 DIAMETER 8 IN.  
 CATHODIC/COATING PROTECTION NO
- E) CASING MATERIAL STEEL PIPE IF RCP, CLASS V? NA  
 TOTAL LENGTH CASING PIPE: 113 FT.  
 WALL THICKNESS 0.312 IN. DIAMETER 16 IN.  
 CATHODIC/COATING PROTECTION YES  
 CASING PIPE IS SEALED AT THE ENDS.
- F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES 53 AND 60.



**BUILDING AMERICA<sup>®</sup>**

**EXHIBIT "A"**

SUBDIVISION: <u>Sedalia Sub.</u>	
TRACK TYPE: <u>MAINLINE</u>	
M.P.: <u>191.72</u>	LAT.: <u>38.722361</u>
E.S.M.: <u>10125+06</u>	LONG.: <u>-93.276925</u>
NEAREST CITY: <u>SEDALIA</u>	COUNTY: <u>PETTIS</u> STATE: <u>MO</u>
APPLICANT: <u>CITY OF SEDALIA</u>	
FILE NO.: <u>0793777</u>	DATE: <u>12/15/2023</u>

**EXHIBIT B**

**GENERAL TERMS AND CONDITIONS**

**Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.**

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensor without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

**Section 2. ENGINEERING REQUIREMENTS; PERMITS.**

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

**Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.**

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensor's approval, Licensee shall contact both of Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this Exhibit B and provided Licensee written

authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

**Section 4. FLAGGING.**

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

**Section 5.     SAFETY.**

A.     Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property.

Union Pacific Current Safety Requirements

B.     Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C.     Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D.     Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**.

E.     Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F.     Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

**Section 6.     PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall visit [up.com/CBUD](http://up.com/CBUD) to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

**Section 7. LICENSEE'S PAYMENT OF EXPENSES.**

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

**Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.**

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Pipeline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

**Section 9. RESTORATION OF RAILROAD PROPERTY.**

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost



and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

**Section 10. INDEMNITY.**

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.
3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;
3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;

7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

**Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.**

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at [this link](#) for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been

restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.

## EXHIBIT C

### INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance**. Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance**. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance**. Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance**. Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance must apply as if each named insured were the only named insured; and separately to the additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage

will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance**. Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance**. If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

#### **Other Requirements**

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensor as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.

## MOPERM STATEMENT OF COVERAGE

MEMBER AGENCY:	ADDITIONAL COVERED PARTY:
CITY OF SEDALIA 200 S OSAGE SEDALIA MO 65301	UNION PACIFIC RAILROAD COMPANY ATTN: LONNIE R BATTEN 1416 DODGE ST POB 4 OMAHA, NE 68179
Memorandum Coverage Period: 12:01 a.m. 1-1-2024 to 12:01 a.m. 1-1-2025	
Memorandum Number: 1109	Policy Number: LP-1109-202401

**AUTOMOBILE LIABILITY:**

Injuries directly resulting from the negligent acts or omissions by public employees arising out of the operation of motorized vehicles within the course of their employment as more fully described in Section 537.600.1(1), RSMo.

LIMIT: \$3,370,137 per occurrence

**GENERAL LIABILITY:**

Injuries caused by the condition of a public entity's property as more fully described in Section 537.600.1(2), RSMo.

LIMIT: \$3,370,137 per occurrence

Coverage for claims against the Member Agency and its public officials and employees by reason of liability for damages resulting from General Liability (other than condition of property), Employment Practices Liability, Law Enforcement Liability, Public Officials Errors and Omissions Liability, and Healthcare Malpractice Liability as defined within the Memorandum of Coverage.

LIMIT: \$2,000,000 per occurrence

**Limit is not subject to an annual aggregate.**

Pursuant to paragraph III Who is a Covered Party?, subparagraph F. of the Liability Memorandum of Coverage, the Additional Covered Party is included as a Covered Party with respect to the written contract obligating coverage as is afforded by this agreement, but only with respect to the operations performed by or on behalf of the Member Agency or facilities used by the Member Agency.

Coverage does not extend to (1) any contract to transfer liability to the Member Agency for which the Member Agency would not otherwise have liability; or (2) any contract whereby the Member Agency agrees to indemnify or hold harmless the person or organization from liability.

Coverages are subject to Sections 537.700 to 537.755 RSMo, and to the terms and conditions of the Liability Memorandum of Coverage and the Declarations thereto issued to the Member Agency.

Section 537.755.2 RSMo, provides that no payment shall be made by MOPERM unless and until the benefits provided to pay the claim by any other applicable policy of liability insurance have been exhausted. This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the Memorandum of Coverage issued to the Member Agency referenced above. This certificate of insurance does not constitute a contract between MOPERM and the certificate holder. The issuance of this certificate to the certificate holder does NOT extend coverage to the certificate holder.

THE INTERESTED PARTY SHOWN ABOVE IS INCLUDED AS: Additional Covered Party

**DESCRIPTION:**

Member Agency's performance of work as a contractor on behalf of the Railroad

Should the above described memorandum be cancelled before the expiration date thereof, MOPERM will endeavor to mail written notice to the Interested Party shown above, but failure to mail such notice shall impose no obligation or liability of any kind upon MOPERM or its representatives. Issued by Missouri Public Entity Risk Management Fund (MOPERM), P.O. Box 7110, Jefferson City, MO 65102

By:



Date: 12-5-2023

## MOPERM STATEMENT OF COVERAGE

MEMBER AGENCY:	ADDITIONAL COVERED PARTY:
CITY OF SEDALIA 200 S OSAGE SEDALIA MO 65301	UNION PACIFIC RAILROAD COMPANY REAL ESTATE DEPT - FOLDER #3089-05 1400 DOUGLAS STREET STOP 1890 OMAHA NE 68179-1690
Memorandum Coverage Period: 12:01 a.m. 1-1-2024 to 12:01 a.m. 1-1-2025	
Memorandum Number: 1109	Policy Number: LP-1109-202401

**AUTOMOBILE LIABILITY:**

Injuries directly resulting from the negligent acts or omissions by public **employees** arising out of the operation of motorized vehicles within the course of their employment as more fully described in Section 537.600.1(1), RSMo.

LIMIT: \$3,370,137 per occurrence

**GENERAL LIABILITY:**

Injuries caused by the condition of a public entity's property as more fully described in Section 537.600.1(2), RSMo.

LIMIT: \$3,370,137 per occurrence

Coverage for claims against the **Member Agency** and its public officials and **employees** by reason of liability for damages resulting from **General Liability** (other than condition of property), **Employment Practices Liability, Law Enforcement Liability, Public Officials Errors and Omissions Liability, and Healthcare Malpractice Liability** as defined within the Memorandum of Coverage.

LIMIT: \$2,000,000 per occurrence

**Limit is not subject to an annual aggregate.**

Pursuant to paragraph III Who is a Covered Party?, subparagraph F. of the Liability Memorandum of Coverage, the Additional Covered Party is included as a Covered Party with respect to the written contract obligating coverage as is afforded by this agreement, but only with respect to the operations performed by or on behalf of the Member Agency or facilities used by the Member Agency.

Coverage does not extend to (1) any contract to transfer liability to the Member Agency for which the Member Agency would not otherwise have liability; or (2) any contract whereby the Member Agency agrees to indemnify or hold harmless the person or organization from liability.

Coverages are subject to Sections 537.700 to 537.755 RSMo, and to the terms and conditions of the Liability Memorandum of Coverage and the Declarations thereto issued to the Member Agency.

Section 537.755.2 RSMo, provides that no payment shall be made by MOPERM unless and until the benefits provided to pay the claim by any other applicable policy of liability insurance have been exhausted. This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the Memorandum of Coverage issued to the Member Agency referenced above. This certificate of insurance does not constitute a contract between MOPERM and the certificate holder. The issuance of this certificate to the certificate holder does NOT extend coverage to the certificate holder.

THE INTERESTED PARTY SHOWN ABOVE IS INCLUDED AS: Additional Covered Party

**DESCRIPTION:**

Industry Track Agreement

MOPERM's Memorandum of Coverage extends coverage for railroad sidetrack agreements and does not contain exclusions for construction or demolition operations performed within 50 feet of a railroad.

Should the above described memorandum be cancelled before the expiration date thereof, MOPERM will endeavor to mail written notice to the Interested Party shown above, but failure to mail such notice shall impose no obligation or liability of any kind upon MOPERM or its representatives. Issued by Missouri Public Entity Risk Management Fund (MOPERM), P.O. Box 7110, Jefferson City, MO 65102

By:



Date: 12-5-2023

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

**A RESOLUTION AUTHORIZING THE SEDALIA FIRE DEPARTMENT TO SUBMIT A 2024 HERO FUND FIRST RESPONDER GRANT APPLICATION.**

**WHEREAS**, the City of Sedalia, Missouri, Sedalia Fire Department is applying for grant funds through a 2024 Hero Fund First Responder Grant for the purchase of Ballistic Vests and Helmets. The Grant is a 50/50 grant match.

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

**Section 1.** The Mayor, City Administrator or Fire Chief are authorized to sign the grant application for 2024 Hero Fund First Responder grant funds and any other official project documents that are necessary to obtain such assistance, including any agreements, contracts or other documents that are required.

**Section 2.** In the event a grant is awarded, the City of Sedalia is prepared to complete the project within the time period identified on the signed project agreement.

**Section 3.** In the event a grant is awarded, the City of Sedalia will comply with all rules and regulations of the grant program, applicable Executive Orders and all state laws that govern the grant applicant during the performance of the project.

**PASSED** by the Council of the City of Sedalia, Missouri, this 4<sup>th</sup> day of March, 2024.

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

ATTEST:

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



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**Sedalia Fire Department**  
**DEPARTMENTAL MEMORANDUM**  
**Office of the Fire Chief**

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**To : City Administrator Kelvin Shaw**

**From : Fire Chief Matthew Irwin**

**Date : February 16, 2024**

**Ref : Hero Fund First responder grant request**

**The Sedalia Fire Department is requesting a resolution to apply for the 2024 Hero Fund First-Responder grant. This grant is a 50/50 grant match. The Sedalia fire Department would like to request funds for ballistic vests and helmets for our responders.**

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

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

**AN ORDINANCE AUTHORIZING A GRANT APPLICATION FOR HAZARDOUS MOVING VIOLATIONS.**

**WHEREAS**, the City of Sedalia, Missouri approves and accepts the terms of Missouri Department of Transportation Highway Safety and Traffic Division’s Hazardous Moving Violation Grant; and

**WHEREAS**, the City of Sedalia, Missouri accepts and approves the Hazardous Moving Violation Grant for the Sedalia Police Department in the amount of Eighteen Thousand Nine Hundred Dollars (\$18,900.00) attached hereto and incorporated by reference herein.

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

**Section 1.** The Council of the City of Sedalia, Missouri hereby approves and accepts the Hazardous Moving Violation Grant by and between the City of Sedalia, Missouri and the Missouri Department of Transportation Highway Safety and Traffic Division in substantively the same form and content as the application has been proposed.

**Section 2.** The City Council and Mayor 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 authorization 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 authorization after it has been executed by the parties or their duly authorized representatives.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 4<sup>th</sup> day of March 2024.

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

Approved by the Mayor of said City this 4<sup>th</sup> day of March 2024.

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

ATTEST:

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



**Highway Safety and Traffic Division  
TRAFFIC ENFORCEMENT APPLICATION  
October 01, 2024 through September 30, 2025**  
(Application due by March 01, 2024)

Highway Safety and Traffic Division  
P.O. Box 270  
830 MoDOT Drive  
Jefferson City, MO 65102

<b>Agency:</b>	Sedalia Police Dept.	<b>Agency ORI#:</b>	MO0800300
<b>Address:</b>	201 W. Second St.	<b>Federal Tax ID#:</b>	12493333
		<b>DUNS #:</b>	NBRKXF5U79J4
<b>City:</b>	Sedalia	<b>State:</b> MO	<b>Zip:</b> 65301-4334
		<b>County:</b>	Pettis
<b>Phone:</b>	660-826-8100	<b>Fax:</b>	660-826-7040
<b>Contact:</b>	Corp. A.J. Silvey	<b>Email:</b>	ajsilvey@sedaliapolice.com
<b>Jurisdiction:</b>	Urban	<b>Jurisdiction Population:</b>	22,039
<b>Targeted Population:</b>	All Drivers		

**Project activity for which your agency is requesting funding:**  
Hazardous Moving Violation

<b>Project Title:</b>	HMV Enforcement	<b>Requested Amount:</b>	\$18,900.00
<b>Brief Description:</b>	HMV Enforcement		

\_\_\_\_\_  
David Woolery  
**Authorizing Official**

\_\_\_\_\_  
*David Woolery*  
**Authorizing Official Signature**

\_\_\_\_\_  
Chief  
**Authorizing Official Title**

## PROBLEM IDENTIFICATION

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During the last 5 years, no behavior on Missouri roadways has contributed to traffic fatalities as frequently as speed and aggressive driving. From 2017-2021, there were 2,547 fatalities involving a speeding or aggressive driver, accounting for 53% of all traffic fatalities. Speed and aggressive driving are cited in fatal crash reports as a contributing circumstance more than twice as often as impaired driving, and feedback and citation data from law enforcement agencies indicate speeds are up significantly during the last 3 years.

According to the MSHP crash reporting system, Sedalia is again "ranked" 23rd amongst Missouri cities for total crashes between 2020 and 2022 with a total of 2,241 crashes.

In the year of 2023 Sedalia recorded 755 crashes, up from 737 in 2022. Approximately 89% of these crashes occur between the hours of 0700 and 2200 with the peak occurring between 1200 and 1800 hours.

The 755 crashes recorded in 2023 resulted in 312 injuries, up from 273 in 2022. Of these 312 injuries, 19 were disabling. Sedalia did not record any fatal crashes in 2022, which is an anomaly. Injuries per crash rose from 35 percent to 37 percent in 2022 and again rose in 2023 to 42 percent.

Data has been pulled from high-crash locations which seem to remain consistent year by year. Activities performed under this grant will be directed to these locations.

## GOALS/OBJECTIVES

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### Core Performance Measure Goals:

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average fatality target of 897.6 by December 31, 2026.

Based on a goal of 0 serious injuries by 2040, Missouri is setting a five-year average serious injury target of 4,486.1 by December 31, 2026.

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average speed related fatality target of 293.8 by December 31, 2026.

The ultimate goal is to continue aggressive enforcement of hazardous moving violations in order to reduce crashes and injuries on our roadway. Unfortunately we saw an increase in both for 2023. Data and statistics will be reviewed to direct enforcement to these locations to reduce crashes.

## PROJECT DESCRIPTION

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Sedalia Police Officers will utilize these funds to target high crash locations and perform enforcement on all hazardous moving violations. Officers performing these enforcement actions will be encouraged to address seatbelt use, which we know unbelted fatalities account for approximately 66% of the total. Officers will be encouraged to take action on these violations.

The Sedalia Police Traffic Unit consists of four (4) full time officers, two assigned to daytime shifts and two DWI units assigned to night shift. We are requesting four LETSAC conference funds for continued education and professional development of the unit. Under this same umbrella, we are also requesting four Show-Me Zero conference funds.

The Sedalia Police Department has seen a lot of use of the two previously funded LIDAR Stalker units. We are requesting a Stalker LIDAR Cam 2 since it is the newest technology available and will improve the enforcement process and subsequently the prosecution as well.

**SUPPLEMENTAL INFORMATION**

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**Question**

**Answer**

**You must answer the following questions.**

- |    |  |     |
|----|--|-----|
| 1  | Does your agency have and enforce an internal safety belt policy for all personnel?  | Yes |
| 2  | Does your agency have and enforce a policy restricting cell phone use while driving?   | Yes |
| 3  | Does your agency report racial profiling data annually?  | Yes |
| 4  | Does your agency report to MOCARS?   | Yes |
| 5  | Does your agency report MIBRS information annually?  | Yes |
| 6  | Please explain any NO answer(s) to questions 1-5:  |     |
| 7  | Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?   | No  |
| 8  | Does your agency have adequate manpower to fully expend the funds requested in this application?   | Yes |
| 9  | If NO, please explain.   |     |
| 10 | Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?  | No  |
| 11 | If YES, please explain.  |     |
| 12 | Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?  | No  |
| 13 | If YES, please explain.  |     |
| 14 | If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.<br><br>Historically, Sedalia PD expends all funds requested for both enforcement and training, as well as equipment. Last project, enforcement was down due to manpower constraints though that is seemingly being corrected. Officers are again utilizing grant OT. |     |
| 15 | Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?  | No  |
| 16 | Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?  | No  |

17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the UEI number it provided belongs).

**Please use the most current 12-months of data available for answering questions 18-23. INCLUDE ALL OF YOUR AGENCY'S STATISTICS, NOT JUST THOSE ISSUED DURING GRANT ACTIVITY.**

18 Total number of DWI violations written by your agency.	273
19 Total number of speeding citations written by your agency.	310
20 Total number of HMV citations written by your agency.	410
21 Total number of child safety/booster seat citations written by your agency.	15
22 Total number of safety belt citations written by your agency.	6
23 Total number of warnings issued.	491

**Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.**

24 Total number of traffic crashes.	2241
25 Total number of traffic crashes resulting in a fatality.	6
26 Total number of traffic crashes resulting in a serious injury.	45
27 Total number of speed-related traffic crashes.	175
28 Total number of speed-related traffic crashes resulting in a fatality.	3
29 Total number of speed-related traffic crashes resulting in a serious injury.	5
30 Total number of alcohol-related traffic crashes.	80
31 Total number of alcohol-related traffic crashes resulting in a fatality.	1
32 Total number of alcohol-related traffic crashes resulting in a serious injury.	5
33 Total number of unbuckled fatalities.	1
34 Total number of unbuckled serious injuries.	7

**Enter your agency's information below.**

35 Total number of commissioned law enforcement officers.	44
36 Total number of commissioned patrol and traffic officers.	28



37 Total number of commissioned law enforcement officers available for overtime enforcement.	44
38 Total number of vehicles available for enforcement.	12
39 Total number of radars/lasers.	12
40 Total number of in-car video cameras.	12
41 Total number of PBTs and/or oral fluid testing devices. Please indicate the number of each type of instrument.	
15 Intox FSTs	
1 SoToxa Drug Tester	
42 Total number of Breath Instruments.	2

**The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.**

43 Identify primary enforcement locations.	
US 50, US 65, Winchester Dr, State Fair Blvd, Thompson Blvd, W 16th St.	
44 Enter the number of enforcement periods your agency will conduct each month.	5
45 Enter the months in which enforcement will be conducted.	
All months	
46 Enter the days of the week in which enforcement will be conducted.	
All days	
47 Enter the time of day in which enforcement will be conducted.	
High-crash window of 0700 to 2200	
48 Enter the number of officers assigned during the enforcement period.	1
49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.	
NA	

## PROJECT EVALUATION

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The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and MOCARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract
6. Accomplishing the Objectives\* established to meet the project Goals, such as:
  - Enforcement activities (planned activities compared with actual activities)
  - Programs (number and success of programs held compared to planned programs, evaluations if available)
  - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
  - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation of equipment use and frequency of use)
  - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
  - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically ;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects

This project will be monitored through routine vouchering and data compiling. Performance will be measured at the end of the project in relation to high crash locations.

## ADDITIONAL FUNDING SOURCES

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SHSP CTO - \$7,427.00

SHSP PSTCP - \$13,586.50

**BUDGET**

Category	Item	Description	Quantity	Unit Cost	Total	Match	Total Requested
<b>Personnel</b>							
	Overtime and/or Fringe	Officer OT at OT Policy Rate of Double Time	250	\$50.00	\$12,500.00	\$0.00	\$12,500.00
					\$12,500.00	\$0.00	\$12,500.00
<b>Training</b>							
	Professional Development	LETSAC Conference for Traffic Unit	4	\$1,000.00	\$4,000.00	\$0.00	\$4,000.00
	Training Conducted	Show-Me-Zero Conference for Traffic Unit	4	\$600.00	\$2,400.00	\$0.00	\$2,400.00
					\$6,400.00	\$0.00	\$6,400.00
<b>Total Contract</b>					<b>\$18,900.00</b>	<b>\$0.00</b>	<b>\$18,900.00</b>

## ATTACHMENTS

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<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
PDF	PDF Document	Sedalia 2023 Annual Traffic Safety Report.pdf	02/13/2024
PDF	PDF Document	Double Time Policy - 2024.pdf	02/13/2024



Highway Safety and Traffic Division  
P.O. Box 270  
Jefferson City, MO 65102  
1-800-800-2358 or 573-751-4161

## CITY COUNCIL AUTHORIZATION

On \_\_\_\_\_, 20\_\_ the Council of \_\_\_\_\_  
\_\_\_\_\_ held a meeting and discussed the City's participation  
in Missouri's Highway Safety Program.

It is agreed by the Council that the City of \_\_\_\_\_  
will participate in Missouri's Highway Safety Program.

It is further agreed by the Council that the Chief of Police will investigate the  
financial assistance available under the Missouri Highway Safety Program for  
Traffic Enforcement and report back to the Council his/her recommendations.  
When funding through the Highway Safety Division is no longer available, the  
local government entity agrees to make a dedicated attempt to continue support  
for this traffic safety effort.

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

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Council Member

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Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Mayor

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

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

**AN ORDINANCE AUTHORIZING A GRANT APPLICATION FOR DWI ENFORCEMENT.**

**WHEREAS**, the City of Sedalia, Missouri approves and accepts the terms of Missouri Department of Transportation Highway Safety and Traffic Division's DWI Enforcement Grant; and

**WHEREAS**, the City of Sedalia, Missouri accepts and approves the DWI Enforcement Grant for the Sedalia Police Department in the amount of Ten Thousand Seven Hundred Dollars (\$10,700.00) attached hereto and incorporated by reference herein.

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

**Section 1.** The Council of the City of Sedalia, Missouri hereby approves and accepts the DWI Enforcement Grant by and between the City of Sedalia, Missouri and the Missouri Department of Transportation Highway Safety and Traffic Division in substantively the same form and content as the application has been proposed.

**Section 2.** The City Council and Mayor 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 authorization 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 authorization after it has been executed by the parties or their duly authorized representatives.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 4<sup>th</sup> day of March 2024.

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

Approved by the Mayor of said City this 4<sup>th</sup> day of March 2024.

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

ATTEST:

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



**Highway Safety and Traffic Division**  
**TRAFFIC ENFORCEMENT APPLICATION**  
**October 01, 2024 through September 30, 2025**  
 (Application due by March 01, 2024)

Highway Safety and Traffic Division  
 P.O. Box 270  
 830 MoDOT Drive  
 Jefferson City, MO 65102

<b>Agency:</b>	Sedalia Police Dept.	<b>Agency ORI#:</b>	MO0800300				
<b>Address:</b>	201 W. Second St.	<b>Federal Tax ID#:</b>	12493333				
		<b>DUNS #:</b>	NBRKXF5U79J4				
<b>City:</b>	Sedalia	<b>State:</b>	MO	<b>Zip:</b>	65301-4334	<b>County:</b>	Pettis
<b>Phone:</b>	660-826-8100	<b>Fax:</b>	660-826-7040				
<b>Contact:</b>	Corp. A.J. Silvey	<b>Email:</b>	ajsilvey@sedaliapolice.com				
<b>Jurisdiction:</b>	Urban	<b>Jurisdiction Population:</b>	22,039				
<b>Targeted Population:</b>	Impaired Drivers						

<p><b>Project activity for which your agency is requesting funding:</b></p> <p>Impaired Driving</p>
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<b>Project Title:</b>	DWI Enforcement	<b>Requested Amount:</b>	\$10,700.00
<b>Brief Description:</b>	DWI Enforcement		

\_\_\_\_\_  
 David Woolery  
 Authorizing Official

*David Woolery*  
 \_\_\_\_\_  
 Authorizing Official Signature

\_\_\_\_\_  
 Chief  
 Authorizing Official Title



## PROBLEM IDENTIFICATION

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Substance-impaired drivers contributed to 22% of Missouri's traffic crash fatalities during the past five years. Alcohol remains the primary contributor to substance-impaired driving crashes; however, the number of persons under the influence of prescription medications and/or illicit drugs has increased significantly over the past decade. With recreational marijuana now legal in Missouri, there are concerns this trend will continue.

Male drivers were more likely than females to be involved in substance-impaired driving crashes. During the past five years, males were responsible for 81.7% of substance-impaired driving fatalities. Ten percent of the children less than 15 years of age, who were killed in motor vehicle crashes over the last five years, were riding with a substance-impaired driver.

Depending on the jurisdiction, impaired driving offenses in Missouri are prosecuted differently. Prosecutors and judges may not always be aware of the severity of the impaired driving problem or how to best provide treatment for an offender.

The Sedalia PD DWI Unit, consisting of two officers, made 238 DWI Arrests in 2023. Despite this, Alcohol still contributes to a significant number of crashes. According to MSHP crash data, alcohol contributed to 80 crashes between 2020 and 2022. This is a slight increase from the last reporting period.

## GOALS/OBJECTIVES

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Core Performance Measure Goal:

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average alcohol-involved fatality target of 232.6 by December 31, 2026.

The goal of this project is to aggressively pursue impaired drivers on our roadways to significantly reduce or eliminate alcohol-related crashes and injuries associated with those crashes. Since the Sedalia DWI Units inception, overnight crashes have been reduced by approximately 23%.

## PROJECT DESCRIPTION

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Officers will utilize these funds to deploy, detect and arrest DWI violations within the city of Sedalia. Officers will work evening hours, which are typically high DWI times. Enforcement will be directed between the times of 1800 and 0600. Officers will deploy as a single unit during these times and search for violations, ultimately looking for DWI violations.

Additionally, the Sedalia PD is requesting funds for continued development of our DWI Unit, which is one of the state's top performing units. These funds will send our two units to the DRE/DWI Conference in Missouri as well as the National DRE Conference for Kyle Schmitt. Kyle is a high motivated DRE who is also going through the phlebotomy program at the time of this grant request.

It should be noted that Pettis County, MO is and remains to be a no-refusal county. The state Prosecutor's Office and our local Judges share the same vision of aggressive DWI enforcement and our virtual search warrant retrieval process is incredibly streamlined.

## SUPPLEMENTAL INFORMATION

**Question**

**Answer**

**You must answer the following questions.**

- |  |     |
|--|-----|
| 1 Does your agency have and enforce an internal safety belt policy for all personnel?  | Yes |
| 2 Does your agency have and enforce a policy restricting cell phone use while driving?   | Yes |
| 3 Does your agency report racial profiling data annually?  | Yes |
| 4 Does your agency report to MOCARS?   | Yes |
| 5 Does your agency report MIBRS information annually?  | Yes |
| 6 Please explain any NO answer(s) to questions 1-5:  |     |
| 7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?   | No  |
| 8 Does your agency have adequate manpower to fully expend the funds requested in this application?   | Yes |
| 9 If NO, please explain.   |     |
| 10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?   | No  |
| 11 If YES, please explain.   |     |
| 12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?   | No  |
| 13 If YES, please explain.   |     |
| 14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.<br>DWI Funds are typically expended.  |     |
| 15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?   | No  |
| 16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?   | No  |
| 17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the UEI number it provided belongs). |     |

**Please use the most current 12-months of data available for answering questions 18-23. INCLUDE ALL OF YOUR AGENCY'S STATISTICS, NOT JUST THOSE ISSUED DURING GRANT ACTIVITY.**

18 Total number of DWI violations written by your agency.	273
19 Total number of speeding citations written by your agency.	310
20 Total number of HVM citations written by your agency.	410
21 Total number of child safety/booster seat citations written by your agency.	15
22 Total number of safety belt citations written by your agency.	6
23 Total number of warnings issued.	491

**Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.**

24 Total number of traffic crashes.	2241
25 Total number of traffic crashes resulting in a fatality.	6
26 Total number of traffic crashes resulting in a serious injury.	45
27 Total number of speed-related traffic crashes.	175
28 Total number of speed-related traffic crashes resulting in a fatality.	3
29 Total number of speed-related traffic crashes resulting in a serious injury.	5
30 Total number of alcohol-related traffic crashes.	80
31 Total number of alcohol-related traffic crashes resulting in a fatality.	1
32 Total number of alcohol-related traffic crashes resulting in a serious injury.	5
33 Total number of unbuckled fatalities.	1
34 Total number of unbuckled serious injuries.	7

**Enter your agency's information below.**

35 Total number of commissioned law enforcement officers.	44
36 Total number of commissioned patrol and traffic officers.	28
37 Total number of commissioned law enforcement officers available for overtime enforcement.	44
38 Total number of vehicles available for enforcement.	12

39 Total number of radars/lasers.	14
40 Total number of in-car video cameras.	12
41 Total number of PBTs and/or oral fluid testing devices. Please indicate the number of each type of instrument.	
15 - Intox FSTs	
1 - SoToxa Fluid Tester	
42 Total number of Breath Instruments.	2

**The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.**

43 Identify primary enforcement locations.	
All roadways in Sedalia, MO	
44 Enter the number of enforcement periods your agency will conduct each month.	5
45 Enter the months in which enforcement will be conducted.	
All months of the year	
46 Enter the days of the week in which enforcement will be conducted.	
All days	
47 Enter the time of day in which enforcement will be conducted.	
1800-0600 hours.	
48 Enter the number of officers assigned during the enforcement period.	1
49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.	
NA	

## PROJECT EVALUATION

---

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and MOCARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract
6. Accomplishing the Objectives\* established to meet the project Goals, such as:
  - Enforcement activities (planned activities compared with actual activities)
  - Programs (number and success of programs held compared to planned programs, evaluations if available)
  - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
  - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation of equipment use and frequency of use)
  - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
  - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects

The grant manager will voucher and compile data regarding this grant on a routine basis. This information, along with overnight crash data, will be used to determine project success. Historically, our aggressive DWI enforcement has been very successful in Sedalia.

ADDITIONAL FUNDING SOURCES

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SHSP CTO \$7,427.00  
SHSP PSTCP \$13,586.50



**BUDGET**

Category	Item	Description	Quantity	Unit Cost	Total	Match	Total Requested
<b>Personnel</b>							
	Overtime and/or Fringe	Officer OT and Double Time Rate	150	\$50.00	\$7,500.00	\$0.00	\$7,500.00
					\$7,500.00	\$0.00	\$7,500.00
<b>Training</b>							
	Professional Development	DRE/DWI Conference for two	2	\$600.00	\$1,200.00	\$0.00	\$1,200.00
	Professional Development	IACP National DRE Conference for one	1	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00
					\$3,200.00	\$0.00	\$3,200.00
<b>Total Contract</b>					<b>\$10,700.00</b>	<b>\$0.00</b>	<b>\$10,700.00</b>

## ATTACHMENTS

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<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
PDF	PDF Document	Sedalia 2023 Annual Traffic Safety Report.pdf	02/13/2024
PDF	PDF Document	Double Time Policy - 2024.pdf	02/13/2024