



City Council Meeting Agenda
Monday, April 1, 2024 – 6:30 p.m.
City Hall, 200 South Osage, Sedalia MO

MAYOR: ANDREW L. DAWSON

MAYOR PRO-TEM: RHIANNON M. FOSTER

- A. CALL TO ORDER** – Andrew L. Dawson – Council Chambers
- B. PRAYER & PLEDGE OF ALLEGIANCE**
- C. ROLL CALL**
- D. PUBLIC HEARING** – Nomination of Ozark Music Festival site as a Historic Landmark
- E. SERVICE AWARDS**
 - 1. Steven Moon – Maintenance Supervisor – Parks – 5 years of service
- F. SPECIAL AWARDS/RETIREMENT AWARDS** - None
- I. APPROVAL OF PREVIOUS SESSION MINUTES**
 - A. Council Meeting – March 18, 2024
- II. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES** - None
- III. ROLL CALL OF STANDING COMMITTEES**
 - A. PUBLIC SAFETY** - Chairman Jack Robinson; Vice Chairman Steve Bloess
 - 1. Presentation and Discussion regarding Fire Station location Analysis and Emergency Response during Washington Street Bridge being out of service (Matt Irwin – Presenter)
 - 2. Approve Records Destruction Request from the Police Department
 - B. FINANCE / ADMINISTRATION** – Chairman Chris Marshall; Vice Chairman Jack Robinson – No report.
 - C. PUBLIC WORKS** – Chairman Thomas Oldham; Vice Chairman Chris Marshall
 - 1. Supplemental Agreement – Katy Depot – Liberty Park Connect Sedalia Project – Missouri Highways and Transportation Commission

Council Discussion led by Chairman Oldham
 - Call for Ordinance Authorizing a supplemental agreement for the Katy Depot – Liberty Park Connect Sedalia project – Mayor Dawson
 - 2. Sanitary Sewer Project A – Change Order 1 – Engineering Surveys & Services - \$6,000.00

Council Discussion led by Chairman Oldham
 - Call for Ordinance Authorizing Change Order Number 1 for small sanitary sewer project A - Mayor Dawson
 - 3. Permanent and Temporary easements – WireCo Sewer Extension

Council Discussion led by Chairman Oldham
 - Call for Ordinance Approving and Accepting Two Permanent easements and One Temporary easement relating to Small Sanitary Sewer Project A - Mayor Dawson
 - 4. Bid acceptance – Weed Eating Services – Crown Hill and Calvary Cemeteries – Rubio Lawn Care and Tree services, LLC - \$4,500.00/weed eating

Council Discussion led by Chairman Oldham

Motion and second to award bid for weed eating services for Crown Hill and Calvary cemeteries to Rubio Lawn Care and Tree Services, LLC in the amount of \$4,500.00/weed eating.

5. Annexation & Utility Services Agreement – Serhii Shenderuk & Susanna Shenderuk
– Connection to Water Distribution System – Property located at 5940 W. 32nd Street

Council Discussion led by Chairman Oldham

- Call for Ordinance Authorizing an Annexation and Utility Services Agreement for connection of property located at 5940 West 32nd Street to the City of Sedalia’s Water distribution system – Mayor Dawson

6. Bids & Lease Agreements for Hay Production on City Properties (Joshua Stevenson - \$720.00; Zimmer Farms, LLC - \$3,750.00; David Murray - \$4,344.44; and Craig Cattle Farms - \$7,227.00)

Council Discussion led by Chairman Oldham

- Call for Ordinance Authorizing a lease agreement for Hay Production on property at the North and Central Sewer Plants – Mayor Dawson
- Call for Ordinance Authorizing a lease agreement for Hay Production on Water Department property Located at 28200 Water Works Road – Mayor Dawson
- Call for Ordinance Authorizing a lease agreement for Hay Production on City-owned Rail Spur property – Mayor Dawson
- Call for Ordinance Authorizing a lease agreement for Hay Production on properties at the Animal Shelter, Springfork Lake and Old City Landfill – Mayor Dawson

7. Financial Assistance Agreement – Stormwater Improvements Project –\$1,324,792.80 (\$662,396.40 – Federal Award and City Match - \$662,396.40)

Council Discussion led by Chairman Oldham

- Call for Ordinance Authorizing a Financial Assistance Agreement for Stormwater Improvement Projects – Mayor Dawson

8. Agreement – HDR Engineering, Inc. - Wastewater Treatment Plant Improvements - \$77,902.00

Council Discussion led by Chairman Oldham

- Call for Ordinance Authorizing an agreement for professional services for Wastewater Treatment plant improvements – Mayor Dawson

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

1. Nominating the Ozark Music Festival site as historic landmark

Council Discussion led by Chairwoman Foster

- R** Call for Resolution Nominating the site of the Ozark Music Festival as a Historic Landmark - Mayor Dawson

2. Sub-Recipient Grant Agreement – Paul Bruhn Grant – Roofing repair/replacement 708-710 South Ohio – Total Project Cost \$68,666.74 (Grant \$52,874.16 – Owner portion \$15,793.58)

Council Discussion led by Chairwoman Foster

- Call for Ordinance Authorizing a Paul Bruhn Grant sub-recipient grant agreement for repair and replacement of roofing at 708 South Ohio and 710 South Ohio – Mayor Dawson

IV. OTHER BUSINESS

A. APPOINTMENTS

Click on any agenda item to view the related documentation

New:

* David Woolery – Chief of Police

B. LIQUOR LICENSES

Renewal:

*Angela Lee dba Casey's General Store #4277, 1101 North Limit, Packaged Liquor & Sunday Sales - \$450.00

*Nicole Walker dba Broadway Liquor & Smokes, 2610 West Broadway, Packaged Liquor & Sunday Sales - \$450.00

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. BUSINESS RELATED TO CLOSED DOOR MEETING

A. Motion and Second to reopen regular meeting

B. Roll Call

C. Approval of Closed-Door Meeting Items

IX. ADJOURN MEETING

A. Motion and second to adjourn meeting

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[Click on any agenda item to view the related documentation](#)

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 28, 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 
Re: Agenda items for City Council meeting on Monday, April 1, 2024, 6:30 p.m.

Public Hearing Ozark Music Festival Historic Landmark Designation – As part of the festivities commemorating the 50-year anniversary of the Ozark Music Festival, a request was brought forth to have the original site for the festival nominated as a Landmark. The Sedalia Historic Preservation Commission along with Staff reviewed the background and recommend that this site does meet the criteria for such designation. This time is set aside to hear any comments from the public on this potential nomination. Later in the meeting, Council will consider a resolution.

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

1. Because of comments made during the last Council meeting about potential locations of fire stations, Chief Irwin was asked to repeat a presentation that had been shared before. Most recently, this presentation was given, reviewed, and discussed during the Public Safety Committee meeting. Therefore, this presentation was readily available and, given the comments made during the meeting pertaining directly to this information, Chief Irwin was asked to give it again at the end of the meeting. After the presentation and discussion of options, Council directed staff to look at options for leaving the Central Fire Station where it is currently located and bring back numbers for adding a satellite station on the north side of the railroad tracks and to make a presentation at this meeting.
2. As a rather routine housekeeping item, the police records division has identified some documents that have met their retention requirements and thereby request authorization to dispose of them.

Finance/Administration Committee – There are no items for consideration through the Finance / Administration Committee.

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

1. The City was awarded a grant to connect the Katy Trail at the Depot to Liberty Park. This grant will provide half of the Million Dollar project. Due to the number and complexity of current projects in the works, staff requested and was granted a one-year extension of the timeline for performance under the grant terms. Staff recommends approval of the supplemental grant agreement.
2. As is commonly done, the City has reviewed qualifications for engineering services and designated multiple firms to be on call for various projects throughout the contract period. This then allows us to efficiently negotiate and add scopes of services to the underlying contract without having to go through the review of qualifications and negotiate the base language each time. Such an agreement exists with Engineering Surveys & Services for small sanitary

sewer projects, and at this time staff negotiated a scope of services related to extending a sanitary sewer line with a cost of \$6,000 for these services.

3. In connection with the project to extend sanitary sewer to WireCo, staff has negotiated necessary easements. Staff recommends acceptance of these easements.
4. As discussed and adopted during the budget development process, the Cemetery operations has experienced difficulties over the last few years in securing adequate seasonal staff for weed eating. Therefore, Director Waters sought bids and negotiated with a firm that provides lawn care services to outsource this part of the cemetery care. Staff recommends award to Rubio Lawn and Tree Services, LLC in the amount of \$4,500 per occurrence, which is within the budget estimates.
5. For the last few years, the City has required any properties outside the City limits that wanted to hook up to City Water and / or Sewer that they would have to agree to annex at such time the property becomes contiguous. Serhii and Susanna Shenderuk own property at 5940 W. 32nd Street and wish to connect to the City water utilities. Therefore, staff has negotiated an annexation agreement and recommends approval.
6. There are several properties used in the City utilities and Rail Spur that have buffer areas that are suitable for hay production. Staff solicited bids from interested parties in leasing this ground for them to harvest the hay from. At least one bid for each parcel was received in some combination from five different bidders. Staff recommends award to the highest best bidder for each location totaling \$16,041.44 for three-year agreements.
7. As presented during the budget development process, the City was successful in obtaining a grant to implement several storm water improvement projects. The grant financial assistance agreement has been received outlining the requirements of the grant. Staff recommends approval of the agreement to accept the award.
8. As we have been discussing, the City is under an Abatement Order on Consent (AOC) with Missouri Department of Natural Resources (MDNR) to bring the City's sewer treatment plants up to current standards. Particularly, the North Waste Water Treatment Plant was built in the 1940's with technology and standards from that time period. Due to the ever tightening of these standards and the changing loads in the sewage coming in, this technology will no longer meet the requirements. The voters were supportive in passing a measure in February to authorize us to borrow up to \$60M from the low interest State Revolving Fund (SRF) to replace the North Plant and upgrade the Central Plant. Due to the size and complexity of this project, staff recommends utilizing an Owners Agent to represent the City's best interest as we sort through the various options that will provide the best service to the citizens for at least the next generation. In accordance with the State Statutes, the SRF guidelines, and City policies, staff went through a process to review interested firms' qualifications to determine who would be in the best position to serve in this capacity. HDR, Inc. was determined to be the most qualified respondent to our request for qualifications, and staff has worked with them to negotiate an agreement for the first, and likely the most important, phase of this path in the amount of \$77,902.00.

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

1. At the beginning of this meeting a public hearing was held regarding the nomination of the site of the 1974 Ozark Music Festival as a Historic Landmark. After carefully reviewing the historic significance of the event, the Sedalia Historic Preservation Commission and Staff recommend approval of the resolution in support of the nomination.
2. The subrecipient award agreement template for the Paul Bruhn Historic Revitalization Grant, developed in coordination with the granting agency, was approved at the last meeting. Using this template, staff is now working individually with each property owner identified as a successful applicant. Such an agreement has been negotiated with John Kehde to fund the project submitted for roofing repair and replacement on the 708-710 South Ohio properties. The total project is estimated to be \$68,666.74, with the grant covering \$52,874.16 and the owner covering the balance of \$15,793.58. Staff recommends approval of the agreement.

PUBLIC HEARING

The City of Sedalia City Council will hold a public hearing to consider the designation of the Ozark Music Festival site as a historic landmark. The public hearing will be held at 6:30 pm on April 1, 2024 in the Council Chambers of the Municipal Building to receive public comment concerning the designation. Written comments may be made to the City Clerk prior to the meeting. Interested parties should contact the Community Development Department.

Handicapped citizens needing accommodation in order to attend this meeting should contact the City Clerk's office at (660) 827-3000 no later than 48 hours prior to the scheduled meeting.



CITY OF SEDALIA, MISSOURI
CITY COUNCIL MEETING
MARCH 18, 2024

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

The Council of the City of Sedalia, Missouri duly met on March 18, 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 (Present), Thomas Oldham (Absent), Chris Marshall (Present), Tina Boggess (Present), Bob Hiller (Present), Bob Cross (Present), Rhiannon Foster (Present), Steve Bloess (Present).

Public Meeting – Proposed FY 2024-2025 Budget

Mayor Dawson opened the public meeting at 6:35 p.m. The purpose of the meeting is to review the budget for FY 2025 and time has been set aside for the public to make comments regarding the budget before it is adopted.

Councilwoman Boggess explained that she has a concern of the placement of the new Fire Station and that there should be more meetings and discussion about the placement. Councilwoman Boggess explained that if the proposed budget is approved it is not the final say of where the new station will be.

Estella Frazier, 405 West Henry, voiced concern about no tornado shelter on the North side of town.

Alona Boggess-Reid, 802 North Missouri, stated that the North side needs a Fire Station especially now with the bridge closed and asked how the Fire Department would to get to them.

Dan Welch, 4191 South Kentucky, stated that he has a fully electric home and was looking into getting a generator as a backup. Mr. Welch stated that he called the generator tech and they told him that they don't do business in Sedalia. Mr. Welch called another company from Concordia and they told him the same thing.

Dianne Simon, 17449 Brockman Ave, Cole Camp, stated that she owns property inside city limits and asked if this year's budget is based on the newly revised current budget, and asked what is being proposed on sales tax for the new year.

With no further public comments, the public meeting closed at 6:44 p.m.

Public Hearing – Midtown/West 50 TIF Plans

Mayor Dawson opened the public hearing at 6:45 p.m. Community Development Director John Simmons gave an update on the West 50 and Midtown TIF's.

West 50 TIF: Amended in 2019; Includes Big O Tires, Aspen Dental, Scooters and Slim Chickens in April 2023; Remaining land to develop at West 50/Main and Oak Grove; Assessed valuation added to the redevelopment project - \$402,630.00; Assessed valuation will increase \$540,520.00 with the addition of Slim Chickens valuation in the 2024 tax bill.

Midtown TIF: Amended agreement July 2, 2018 added Lamy Building Project; Trust Building is complete; Broadway Arms demolition complete; Ohio Streetscape completed with additional streetscape as identified going forward; Liberty Center – reviewing submittals for payment; New businesses – CSC Construction, Fleur.ish, Artistic isle, Silver Fang Crystals; Assessed valuation added - \$3,959,170.00; Payments in lieu of taxes since inception - \$1,709,759.00.

With no public comments, the public hearing closed at 6:47 p.m.

SPECIAL/RETIREMENT/SERVICE AWARDS: None

MINUTES: The Council Meeting minutes of March 4, 2024 were approved on motion by Cross, seconded by Foster. All present in favor. Oldham was absent.

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES:

The Citizens Traffic Advisory Commission minutes dated February 20, 2024 were accepted on motion by Foster, seconded by Cross. All present in favor. Oldham was absent.

The Planning & Zoning Commission minutes dated November 8, 2023 were accepted on motion by Foster, seconded by Cross. All present in favor. Oldham was absent.

ROLL CALL OF STANDING COMMITTEES:

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

➤ The Resolution and Ordinance are for final budget amendments for Fiscal Year 2024.

RESOLUTION NO. 2084 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI, STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE THE CITY'S ANNUAL BUDGET FOR FISCAL YEAR 2024 was read once by title and approved on motion by Marshall, seconded by Foster. All present in favor. Oldham was absent.

BILL NO. 2024-31, ORDINANCE NO. 11989 - AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2023-2024 REGARDING FINAL FISCAL YEAR 2024 AMENDMENTS was read once by title.

2nd Reading - Motion by Marshall, 2nd by Foster. All present in favor. Oldham was absent.

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

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

➤ The Ordinance is to adopt the budget for Fiscal Year 2025.

BILL NO. 2024-32, ORDINANCE NO. 11990 - AN ORDINANCE AUTHORIZING THE ADOPTION OF A BUDGET FOR THE FISCAL YEAR 2025 was read once by title.

2nd Reading – Motion by Foster, 2nd by Marshall. All present in favor. Oldham was absent.

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

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

- The Ordinance is to adopt a 5-year Capital Improvement Plan.

BILL NO. 2024-33, ORDINANCE NO. 11991– AN ORDINANCE ADOPTING A FIVE-YEAR CAPITAL IMPROVEMENT PLAN was read once by title.

2nd Reading – Motion by Foster, 2nd by Marshall. All present in favor. Oldham was absent.

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

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

- Financial policies are required to be reviewed and updated each year. The Ordinance is to adopt the revised policies.

BILL NO. 2024-34, ORDINANCE NO. 11992- AN ORDINANCE ADOPTING REVISED FINANCIAL MANAGEMENT POLICIES was read once by title.

2nd Reading – Motion by Marshall, 2nd by Foster. All present in favor. Oldham was absent.

Final Passage – Motion by Foster, 2nd by Cross. All present in favor. Oldham was absent.

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

- The annual appropriation for Economic Development of Sedalia-Pettis County is \$140,000.00 for the upcoming Fiscal Year.

BILL NO. 2024-35, ORDINANCE NO. 11993- AN ORDINANCE AUTHORIZING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND ECONOMIC DEVELOPMENT OF SEDALIA—PETTIS COUNTY was read once by title.

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

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

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

- The agreement with Whiteman Area Leadership Council is for 3 years at the amount of \$5,000.00/year.

BILL NO. 2024-36, ORDINANCE NO. 11994- AN ORDINANCE AUTHORIZING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND WHITEMAN AREA LEADERSHIP COUNCIL was read once by title.

2nd Reading – Motion by Foster, 2nd by Marshall. All present in favor. Oldham was absent.

Final Passage – Motion by Marshall, 2nd by Cross. All present in favor. Oldham was absent.

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

- The agreement with Oats is for 3 years at the amount of \$25,000.00/year.

BILL NO. 2024-37, ORDINANCE NO. 11995- AN ORDINANCE AUTHORIZING AN AGREEMENT FOR SERVICES BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND OATS, INCORPORATED was read once by title.

2nd Reading – Motion by Foster, 2nd by Marshall. All present in favor. Oldham was absent.

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

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

➤ The annual appropriation for the Scott Joplin Ragtime Festival remains at \$10,000.00.
BILL NO. 2024-38, ORDINANCE NO. 11996- AN ORDINANCE AUTHORIZING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND SCOTT JOPLIN INTERNATIONAL RAGTIME FOUNDATION, INC. was read once by title.

2nd Reading – Motion by Cross, 2nd by Foster. All present in favor. Oldham was absent.

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

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

➤ The Ordinances amend the Personnel Regulations related to Jury Duty/Court Appearances and Pre-Employment Physicals for Firefighters.

BILL NO. 2024-39, ORDINANCE NO. 11997 – AN ORDINANCE AMENDING THE PERSONNEL REGULATIONS MANUAL OF THE CITY OF SEDALIA, MISSOURI RELATING TO JURY DUTY/COURT APPEARANCES was read once by title.

2nd Reading – Motion by Foster, 2nd by Marshall. All present in favor. Oldham was absent.

Final Passage – Motion by Marshall, 2nd by Robinson. All present in favor. Oldham was absent.

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

BILL NO. 2024-40, ORDINANCE NO. 11998 – AN ORDINANCE AMENDING THE PERSONNEL REGULATIONS MANUAL OF THE CITY OF SEDALIA, MISSOURI RELATING TO PRE-EMPLOYMENT PHYSICALS FOR FIREFIGHTERS was read once by title.

2nd Reading – Motion by Marshall, 2nd by Foster. All present in favor. Oldham was absent.

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

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

PUBLIC SAFETY – Chairman Jack Robinson; Vice Chairman Steve Bloess

➤ The Ordinance authorizes the City to participate in the Missouri Firefighters Critical Illness Trust and Pool. This is a state-wide trust fund that provides benefits to firefighters that are diagnosed with cancer. Fire Chief Matt Irwin stated that retired firefighters are also eligible for coverage for up to 15 years from their date of retirement or until they reach age 70.

BILL NO. 2024-41, ORDINANCE NO. 11999 – AN ORDINANCE OF THE CITY OF SEDALIA, MISSOURI AUTHORIZING THE CITY TO PARTICIPATE IN THE MISSOURI FIREFIGHTERS CRITICAL ILLNESS TRUST AND POOL, AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE SUCH DOCUMENTS AS MAY BE NECESSARY FOR THE CITY’S PARTICIPATION THEREIN was read once by title.

2nd Reading – Motion by Foster, 2nd by Marshall. All present in favor. Oldham was absent.

Final Passage – Motion by Marshall, 2nd by Robinson. All present in favor. Oldham was absent.

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

PUBLIC WORKS – Chairman Thomas Oldham; Vice Chairman Chris Marshall

➤ The abatement order on consent with the Missouri Department of Natural Resources is to allow the City time to bring the North and Central wastewater treatment plants into compliance.

BILL NO. 2024-42, ORDINANCE NO. 12000 – AN ORDINANCE AUTHORIZING AN ABATEMENT ORDER ON CONSENT FOR THE NORTH AND CENTRAL WASTEWATER TREATMENT PLANTS was read once by title.

2nd Reading – Motion by Foster, 2nd by Cross. All present in favor. Oldham was absent.

Final Passage – Motion by Foster, 2nd by Marshall. All present in favor. Oldham was absent.
Roll Call Vote: Voting “Yes” were Robinson, Marshall, Boggess, Hiller, Cross, Foster and Bloess. No one voted “No”. Oldham was absent.

- The Ordinance extends the agreement with Mid-Mo Operations, LLC for 4 years at the current amount of \$20,833.00/month.

BILL NO. 2024-43, ORDINANCE NO. 12001 – AN ORDINANCE AUTHORIZING AN EXTENSION TO THE AGREEMENT FOR MAINTENANCE AND MANAGEMENT OF WASTEWATER TREATMENT PLANTS was read once by title.

2nd Reading – Motion by Foster, 2nd by Marshall. All present in favor. Oldham was absent.

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

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

- The Ordinance extends the agreement with Martin Energy Group for on-site generator maintenance, inspection and repair. Cost \$27,015.55.

BILL NO. 2024-44, ORDINANCE NO. 12002 – AN ORDINANCE AUTHORIZING AN EXTENSION TO THE AGREEMENT FOR ON-SITE GENERATOR MAINTENANCE, INSPECTION AND REPAIR SERVICES was read once by title.

2nd Reading – Motion by Foster, 2nd by Marshall. All present in favor. Oldham was absent.

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

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

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

- The agreement with Amy Coombs is for Historic Preservation Design Guidelines. Total compensation \$37,153.46 (State of Missouri providing \$18,576.73 with City match of \$18,576.73; plus \$10,000.00 city staff labor).

BILL NO. 2024-45, ORDINANCE NO. 12003 – AN ORDINANCE AUTHORIZING A MISSOURI HISTORIC PRESERVATION DESIGN GUIDELINES PROJECT SERVICE AGREEMENT was read once by title.

2nd Reading – Motion by Marshall, 2nd by Foster. All present in favor. Oldham was absent.

Final Passage – Motion by Marshall, 2nd by Robinson. All present in favor. Oldham was absent.

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

- The Grant Agreement and Sub-award Grant Agreement are for Paul Bruhn Grant subrecipient projects. Staff worked with the granting agency and legal to develop a template for each agreement.

BILL NO. 2024-46, ORDINANCE NO. 12004- AN ORDINANCE APPROVING A GRANT AGREEMENT AND SUB-AWARD GRANT AGREEMENT FOR PAUL BRUHN HISTORIC REVITALIZATION GRANT SUB-RECIPIENT PROJECTS was read once by title.

2nd Reading – Motion by Foster, 2nd by Bloess. All present in favor. Oldham was absent.

Final Passage – Motion by Foster, 2nd by Cross. All present in favor. Oldham was absent.

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

APPOINTMENTS: None

BIDS: None

LIQUOR LICENSES: The following renewal Liquor License was read and approved on motion by Foster, seconded by Marshall. All present in favor. Oldham was absent.

*Amy Von Holten dba Aldi Inc #88, 3701 West Broadway, Packaged Liquor & Sunday Sales

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:

Councilwoman Boggess invited everyone to attend the public meeting on April 3, 2024 at 3:45 p.m. at Lincoln-Hubbard School to discuss the placement of another fire station.

Councilman Bloess commented that today is the 2-year anniversary of the Heckart Community Center.

Mayor Dawson stated that Sue Heckart announced that she is committing to donate funds towards the building of a new bowling alley on the former Sutherlands site.

GOOD & WELFARE:

Gary Lobaugh, 821 South Arlington, commented that attention should be given to the Washington Street Bridge as soon as possible. As a former Railroad worker, he knows that trains can be delayed, have trouble or need to stop for long periods of time. Every minute that the bridge is closed is detrimental.

Kevin Lujin, 408 West 22nd, commented that he is a reporter for the Windsor Review and they are expanding coverage into Pettis County. Mr. Lujin also invited Councilman Marshall and Councilwoman Boggess to discuss matters related to the second ward. Mr. Lujin added that he is working with the Attorney General's office and they will be holding a session on the Sunshine Law if anyone wants to know how to access public records.

Ernestine Fletcher, 421 East Howard, asked if there was going to be any road work done on Howard or other streets on the East side that need attention.

Harry Hoffert, 1408 South Barrett, stated that he has been in Sedalia for a long time and some ladies came into his shop and expressed concern about the bridge. Mr. Hoffert encouraged the City and County Fire Departments to work together on issues on the North side.

David Goodson, 1640 Hedge Apple Drive, asked Council to consider open dialog during Good and Welfare. Mr. Goodson also thanked Councilwoman Boggess for expressing concern of the Fire Station placement and the Washington Street Bridge. Lastly, he has been working with a major Engineering firm and generator work for the City was discussed. The firm had negative feedback regarding working with the City related to building and codes. Mr. Goodson stated he would like to see Sedalia grow so we need to have open dialog.

Gary Smith, 305 South Ohio, voiced concern that Ordinances are finalized without any public discussion and wants to know if that has always been the case.

David Covington, 2601 East 12th street, voiced concern on the state of the City infrastructure and roads. Since the beginning of the year he gets alerts on his phone of which streets are open or closed. The community is looking for feedback from the City.

Paula Walter, 2610 Plaza Avenue, expressed concern about the appearance of the area East of the Post Office and asked if there are any plans to fix the East side.

Janet Mizansky, 723 East 5th street, stated that she has spoke to the Mayor about her neighborhood and expressed concern about how the city looks coming in to town on the East side. She would like to see a way to clean up the east and north sides so that citizens can be proud of their neighborhood.

Nancy Sims-VanBuren, expressed concern about the Washington Street Bridge closure and lack of access to the Fire Department. When trains delay or get stopped, you have no quick or easy access between the North and South side. This delays any first responders as they have to travel to North 65 Highway to access from the north which adds at least 5 minutes.

Hal Kruger, owns properties in Sedalia, voiced concern regarding City Codes and Ordinances. He has dealt with vagrants on his properties and it is difficult and sometimes near impossible to remove them. He has called law enforcement before to remove the individuals but you have to wait until they leave. If you try to remove them yourself, you are breaking the law. Another issue is that these vagrants will leave trash or belongings that they are not made to clean up. Some of the items require a fee to haul away. He would like to see the City have a way to enforce removal of the person and make them responsible for clean up of the trash they leave behind.

Becca LaStrada, 608 West 3rd, requested that the expenditures for the City and the Department Credit Cards be placed back on the City Council agenda

The meeting adjourned at 7:40 p.m. on motion by Cross, seconded by Foster to a closed-door meeting in the upstairs conference room pursuant to subsections 1 (Legal Advice), 2 (Real Estate), 3 (Personnel) and 12 (Negotiated Contracts) of Section 610.021 RSMo. Roll Call Vote: Voting "Yes" were Robinson, Marshall, Boggess, Hiller, Cross, Foster and Bloess. No one voted "No". Oldham was absent.

The regular meeting reopened at 9:40 p.m. on motion by Foster, seconded by Marshall. All present in favor. Oldham was absent.

ROLL CALL:

Jack Robinson	Present	Bob Hiller	Present
Thomas Oldham	Absent	Bob Cross	Present
Chris Marshall	Present	Rhiannon Foster	Present
Tina Boggess	Present	Steve Bloess	Absent-Arrived at 9:41 p.m.

Councilman Robinson inquired on the status of the bridge repair. City Administrator Kelvin Shaw stated that they have contacted an engineer and they are working on figuring out what it is going to take to fix it, and the engineer will bring back 3 options in a couple weeks.

Fire Chief Matt Irwin gave a presentation for the placement of a Fire Station. If a Fire Station is put on the North side then another Fire Station will need to be put on the South side because of the houses they uncover for fire protection and the travel time.

Current response for Central fire station and Fire Headquarters is 4 minutes. To put a fire station on the north side, the best options are either West of the Housing Authority or the Cemetery out East with a 1.5 road mile response. Fire Chief Irwin stated that if the fire station moves, then we are moving it from the majority of house fires, and the South, East and West side of the City will be without coverage in the

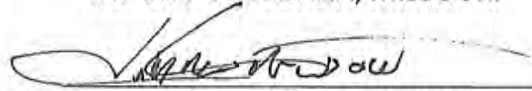
4-minute response. If Council decides to move the fire station it would cost \$6,000,000.00 and the city will need to hire 18 people to staff it which would be \$1,000,000.00/year for salaries.

Councilwoman Boggess stated that people have fear because the bridge is closed and it may take 1 or 2 years to open it back up. Fire Chief Irwin stated that it can take 18 months to build a fire station on the North side.

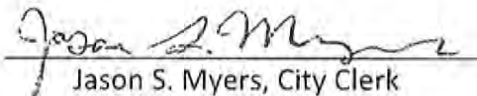
Motion by Boggess, seconded by Marshall to leave the Central Fire Station and Headquarters where they are and to bring back numbers on putting a satellite station on the North side. All present in favor. Oldham was absent. A presentation will be brought back to the April 1, 2024 Council Meeting.

The regular meeting adjourned at 10:15 p.m. on motion by Cross, seconded by Robinson. All present in favor. Oldham was absent.

THE CITY OF SEDALIA, MISSOURI



Andrew L. Dawson, Mayor



Jason S. Myers, City Clerk

Sedalia Police Department
INTRA-DEPARTMENTAL MEMORANDUM
Administrative Support Bureau

To : Commander Joshua Howell
From : Ellen Cross EC
Records Supervisor
Date : March 13, 2024
Ref : Request for Destruction of Records

Commander Howell:

I would like to request permission from the Sedalia City Council at the April 1, 2024 council meeting to have the following list of items destroyed. This list has been verified for destruction by me in accordance to the Missouri Municipal Records Manual.

Alarm Billings (Duplicates) 2022
Uniform Crime Reports (MIBRS) 2021
Uniform Traffic Citations (Duplicates) 2022
Traffic Warning Tickets 2022
Driver Condition Reports (Duplicates) 2022
Juvenile Referrals (Duplicates) 2020
Tow Sheets 2020
Abatements 2020
Payroll Time Log Sheets 2020
Photo Disks 2017
Stop Arm Violations (Duplicates) 2022

Outdated ticket/citation books numbered:
170037591-170037600

This memorandum is respectfully submitted.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A SUPPLEMENTAL AGREEMENT FOR THE KATY DEPOT – LIBERTY PARK CONNECT SEDALIA PROJECT.

WHEREAS, the City of Sedalia, Missouri has received a supplemental Agreement from the Missouri Highways and Transportation Commission so that the work on improvement and construction of the Katy Depot – Liberty Park Connection that was delayed due to staffing changes can be completed in accordance with the original agreement as more fully described in the supplemental agreement attached to this ordinance and incorporated by reference as though agreement were set forth herein.

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

Section 1. The Council of the City of Sedalia, Missouri hereby authorizes the 1-year extension to the supplemental agreement by and between the City of Sedalia, Missouri and Missouri Highways and Transportation Commission.

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 supplemental agreement in substantively the same form and content as it has been proposed.

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

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

Read two times by title, copies of the proposed Ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 1st day of April 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 1st day of April 2024.

Andrew L. Dawson, Mayor


ATTEST:

Jason S. Myers, City Clerk

MEMO

TO: Mayor and City Council

THRU: Kelvin L. Shaw, City Administrator
Matthew Wirt, Assistant City Administrator

FROM: Christopher R. Davies, P.E. City Engineer 

DATE: March 15, 2024

SUBJECT: SUPPLEMENTAL AGREEMENT BETWEEN MODOT AND CITY OF SEDALIA; TAP GRANT #2022-11-74413 (TAP 5700(512))

Background:

The City of Sedalia applied for a Transportation Enhancement Grant for the improvement and construction of: The Katy Depot – Liberty Park Connect Project will construct 5,983 linear feet of hard surface (i.e., concrete) trail constructed adjacent to city streets in the City’s existing right-of-way. The project will move hundreds of walkers and bicyclists from city streets onto a dedicated 10’ wide trail through the heart of Sedalia. The width of the existing City right-of-way is sufficient to support trail construction without purchase of additional right-of-way. The project will be constructed in compliance with the American’s with Disabilities Act of 1990 (ADA) and will include trail surfacing, safety gates, lighting and signage. Reference is made to the 2022 TAP Grant Application in the City's budget for fiscal year 2023 and is supported by the City Council. The estimated cost of construction is \$1,000,000. The City is requesting \$500,000 in TAP funding and will provide local match of \$500,000.

On February 15, 2023, MoDOT and the City entered into a Transportation Enhancements Fund Agreement #2022-11-74313 (TAP 5700(512)), which provided a Project Schedule for the project.

Discussion:

However, due to staff changes; the Public Works Department was not able to meet the original schedule and has requested from MoDOT a CHANGE in the Project Schedule. MoDOT has approved a one (1) year extension, which requires a Supplemental Agreement. The chart below shows the new and original schedule:

Task	Date	Date
	New	Orig.
Date funding is made available or allocated to recipient	11/1/2022	11/1/22
Solicitation for Professional Engineering Services (advertised)	4/1/2024	1/1/23
Engineering Services Contract Approved	5/15/2024	4/1/23
Conceptual Study (if applicable)	6/15/2024	6/1/23
Preliminary and Right of Way Plans Submittal	9/1/2024	11/1/23
Plans, Specifications, & Estimate (PS & E) Submittal	7/1/2025	4-1-24
Plans, Specifications, & Estimate (PS & E) Approval	8/1/2025	5-1-24
Advertisement for Letting	8/15/2025	6-1-24
Bid Opening	9/15/2025	8-30-24

Recommendation:

City Staff recommends approval of the Supplemental Agreement by City Council. That an Ordinance be prepared and adopted for the Supplemental Agreement with the Mayor's Signature; in addition, have the Mayor sign said Supplemental Agreement between MoDOT and City of Sedalia.

2022-11-74413

CCO FORM: FS31

Approved: 11/15 (MWH)

Revised: 10/22 (MWH)

Modified:

Pettis County

City of Sedalia

Project 5700(512)

CFDA Number: 20.205

CFDA Title: Highway Planning and Construction

Award name/number: TAP – 5700(512)

Award Year: 2023

Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION ENHANCEMENTS FUNDS
SUPPLEMENTAL AGREEMENT**

THIS SUPPLEMENTAL AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Sedalia (hereinafter, "City").

WITNESSETH:

WHEREAS, on February 15, 2023, the Commission and the City previously entered into a Transportation Enhancements Funds Agreement #2022-11-74413 as to public improvements designated as TAP 5700(512), for the construction of the Katy Depot – Liberty Park Connect Sedalia Project on Third Street, (hereinafter, "Original Agreement"); and

WHEREAS, the Commission and the City now desire to revise the Original Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

(1) **REVISION:** Exhibit B Project Schedule of the Original Agreement is removed and replaced with the following:

Task	Date
Date funding is made available or allocated to recipient	11/1/2022
Solicitation for Professional Engineering Services (advertised)	4/1/2024
Engineering Services Contract Approved	5/15/2024
Conceptual Study (if applicable)	6/15/2024
Preliminary and Right of Way Plans Submittal	9/1/2024
Plans, Specifications, & Estimate (PS & E) Submittal	7/1/2025
Plans, Specifications, & Estimate (PS & E) Approval	8/1/2025
Advertisement for Letting	8/15/2025
Bid Opening	9/15/2025

Construction Contract Award or Planning Study Completed	9/30/2025
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(2) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement, the Original Agreement between the parties shall remain in full force and effect and shall extend and apply to this Supplemental Agreement as if fully written in this Supplemental Agreement.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this _____ (date).

Executed by the Commission this _____ (date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF SEDALIA

By _____

Title: _____

Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title: _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title: _____

Ordinance No.: _____

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING CHANGE ORDER NUMBER 1 FOR SMALL SANITARY SEWER PROJECT A.

WHEREAS, the City has received change order number 1 from Engineering Surveys & Services for additional services under an existing agreement for Small Sanitary sewer project A for additional sewer main length; and

WHEREAS, under the terms of said change order, the City of Sedalia shall pay the sum and amount of Six Thousand Dollars (\$6,000.00) to Engineering Surveys & Services as more fully described in the proposed change order 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 change order number 1 by and between the City of Sedalia, Missouri and Engineering Surveys & Services in substantively the same form and content as it has been proposed.

Section 2. The Mayor or City Administrator are authorized and directed to execute and the City Clerk is hereby authorized and directed to attest and fix the seal of the City of Sedalia, Missouri on the change order 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 change order 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 1st day of April 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 1st day of April 2024.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers, City Clerk



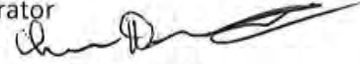
Let's Cross Paths

City of Sedalia

200 S. Osage

Sedalia, MO 65301

(660) 827-3000 www.sedalia.com

To: Kelvin Shaw, City Administrator
Through: Chris Davies, City Engineer 
From: Jeremy Stone, Public Works Project Manager
Date: March 18, 2024
Subject: RFQ 2023-001A Small Sanitary Sewer Project A-Task Order No. 1-Change Order 1

Engineering Surveys and Services (ES&S), was contracted for design of the above mentioned project for \$22,000.00. ES&S is requesting the approval of Change Order #1 (attached) due to additional work completed which was outside of the original scope. The additional work includes design for additional sewer main length, U.S. Army Corps of Engineers permit application, an additional easement description, ARPA funding research, and additional survey and staking of easement lines to allow for tree removal.

The total cost for Change Order #1 is \$6,000.00, which would bring the total Task Order No. 1 cost to \$28,000

Thank you for your consideration.

CHANGE ORDER

SHEET NO. (1) OF 1

SEQUENCE NO.: Change Order #1

TO Engineering Surveys & Services CONSULTANT

 Small Sewer Project A

 Task Order – No. 1 Tasks 1-3

PROJECT NO.: RFQ 2023-001A

YOU ARE HEREBY DIRECTED TO MAKE THE FOLLOWING CHANGES FROM THE CONTRACT

1. DESCRIPTION AND REASON FOR CHANGE: (ATTACH SUPPLEMENTAL SHEETS IF REQUIRED)

For Tasks 1 through 3 the sewer design project total length increased from 200 feet to 462 feet. This increased length required a U.S. Army Corps of Engineers permit application to be submitted. The original scope of work included two easement descriptions. A third easement has been added to the project. ARPA funding was added to the project manual which required additional research. Survey staking the easements on the south side of the railroad tracks in order to remove trees during the Indiana Bat window was added to the scope of work.

2. ESTIMATE OF COST OF WORK AFFECTED BY THIS CHANGE ORDER.


(A) EST. LINE NO.	(B) ITEM NO.	(C) ITEM DESCRIPTION	(D) UNITS PREVIOUSLY PROVIDED FOR	(E) UNITS TO BE CONSTRUCTED	(F) UNITS OVERRUN, UNDERRUN, CONTINGENT	(G) CONTRACT OR AGREED UNIT PRICE	(H) AMOUNT OF OVERRUN OR PLUS CONTINGENT	(I) AMOUNT OF UNDERRUN OR MINUS CONTINGENT
(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)
1	2.4	Additional Sewer Length	1	LS	N/A	N/A	\$ 1,000.00	
2	Add 2	U.S. Army Corps of Engineers permit	1	LS	N/A	N/A	\$ 1,500.00	
3	2.5	Third Easement Description	2	EA	1	N/A	\$ 1,500.00	
4	N/A	ARPA funding research	0	LS	1	N/A	\$ 1,000.00	
5	N/A	Staking easement lines for tree clearing	0	LS	1	1000	\$ 1,000.00	
							\$ 6,000.00	

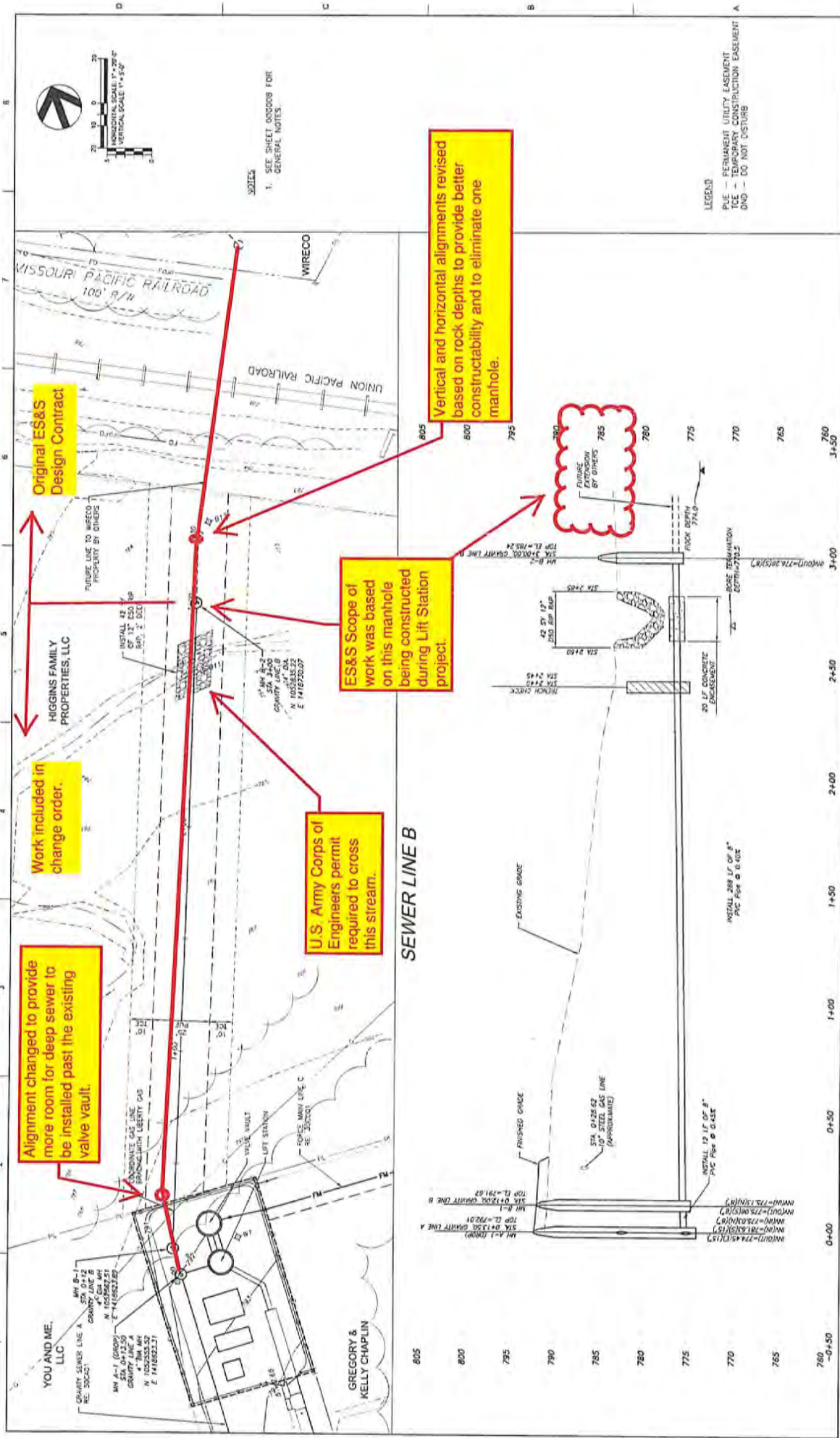
3. SETTLEMENT FOR COST OF THE ABOVE CHANGE TO BE MADE AT CONTRACT UNIT PRICES, EXCEPT AS NOTED:

1. CONTRACT AMOUNT		\$ 22,000.00
2. OVERRUN THIS ORDER (H-I)	\$ 6,000.00	
3. OVERRUN PREVIOUS (LINES 4 ON PREV. ORDERS)	\$ 0.00	
4. TOTAL OVERRUN TO DATE (2+3)		\$6,000.00
5. TOTAL (1+4)		\$28,000.00

4. COMMENTS:
See attached original scope of work and supporting document.

THE TERMS OF SETTLEMENT OUTLINED ABOVE ARE HEREBY AGREED TO.

OWNER'S SIGNATURE	DATE
	3/14/2024
CONSULTANT'S SIGNATURE	DATE



YOU AND ME, LLC
 GRAVITY SEWER LINE A
 STA 0+12 TO 0+50
 RE: 3004501
 N 1028562.51
 E 1416822.09

GREGORY & KELLY CHAPLIN

LEGEND
 PLE - PERMANENT UTILITY EASEMENT
 TCE - TEMPORARY CONSTRUCTION EASEMENT
 BND - DO NOT DISTURB

NOTES
 1. SEE SHEET 000008 FOR GENERAL NOTES.

SEWER LINE B

PROFILES
 805
 800
 795
 790
 785
 780
 775
 770
 765
 760
 0+50 1+00 2+00 3+00 4+00 5+00 6+00 7+00 8+50

PROFIT MANAGER
 M. WIEBELHAUS
 K. WENIGER
 D. WEDDAR
 T. BIRD
 T. BIRD

PROJECT NUMBER 10210132

ISSUE DATE 07/02/21

ISSUE DESCRIPTION ISSUE 003 BO

FOR THE REPRESENTATIVE OF
 CITY OF SEDALIA, MISSOURI
 1500 HOLMES ROAD, SUITE 600
 SEDALIA, MO 64781
 573-580-0700

SEDALIA
 PART OF CIVIL DESIGN

CITY OF SEDALIA, MO
 DIV. A: PELHAM DRIVE LIFT STATION
 DIV. B: CENTRAL REGIONAL LIFT STATION
 PETTIS COUNTY, MISSOURI

**DIVISION B: CENTRAL REGIONAL LIFT STATION
 GRAVITY SEWER LINE B
 PLAN & PROFILE**

FILE NAME 30C801.dwg
SCALE AS SHOWN

SHEET 30C801
 OF 1

Benjamin Ross

From: Benjamin Ross
Sent: Thursday, December 28, 2023 10:59 AM
To: Jeremy Stone
Cc: Chris Davies; Kelly Lohsandt (klohsandt@ess-inc.com); Cory Bergthold
Subject: Sedalia Small Sewer Project A - Change in Scope
Attachments: Pages from HDR Sedalia Pelham & Central Lift Stations Conformed Set - Plans.pdf

Hi Jeremy,

We have been trying to absorb the changes in scope on this project and stay within the original budget, but now we need to ask for an increase in our contract amount. The original scope of work included connecting to existing Manhole B-2 and extending the sewer approximately 150 to 200 feet northward. As you know, Manhole B-2 was not constructed as part of the Central Region Lift Station project so our sewer design now connects to Manhole A-1 and extends 462 feet north. This additional sewer length crosses a Corps of Engineers jurisdictional stream.

We request a change in our scope of work for the following items:

1. Design the additional length of sewer pipe.
2. Completing a U.S. Army Corps of Engineers permit application for the stream crossing.
3. Prepare a third easement description for the access easement on the WireCo site
4. Researching and adding ARPA funding requirements to the project manual.

We request a change in our contract amount of \$5,000 to cover these costs.

5. Added staking for tree clearing for \$1,000.

Here are a few snips from the Task Order showing the original scope of work:

The Task Order, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Small Sewer Project A (Task Order)

Small Sewer Project A consists of approximately 150 linear feet of 8-inch diameter sanitary sewer pipe, extending from existing manhole B-2 on the Central Region Lift Station project northward, under the Missouri Pacific railroad, and terminating at a new manhole just north of the Missouri Pacific Railroad right-of-way, on the Wireco property. The sewer will be installed in a steel casing pipe, bored under the railroad, per railroad requirements.

- 2.6. Easement Descriptions. Engineer shall prepare property descriptions and display drawings for a total of two (2) easements (permanent or temporary construction) and prepare easement display drawings and easement documents using the Owner's standard easement forms.

Additional Services

The following services can be provided as additional services:


1. Off site design
2. USACE permit
3. Missouri DNR Land Disturbance Permit (not required for less than 1 acre disturbed)
4. Stormwater Pollution Prevention Plan
5. Funding applications. Engineering Reports (e.g., SRF)
6. Environmental clearance documentation
7. Hydraulic modeling
8. Easement acquisition services
9. Construction materials testing


Please let me know if you would like to talk about this request.


Thanks,
Ben



Benjamin A. Ross, P.E., PTOE
Vice President - Engineering

 [573.449.2646 ext. 226](tel:573.449.2646)

 www.ess-inc.com

 bross@ess-inc.com



Licensed Professional Engineer in MO, KS, TX, IL



**EXHIBIT A: SCOPE OF WORK -
TASK ORDER – NO. 1
TO
AGREEMENT BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES
BETWEEN**

City of Sedalia ("Owner"),
Engineering Surveys and Services LLC ("Engineer").

This Task Order becomes an attachment to the following Agreement:

Master Services Agreement for Professional Engineering and Consulting Services
between Owner and Engineer effective as of _____ ("Effective Date").

The Task Order, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Small Sewer Project A
(Task Order)

Small Sewer Project A consists of approximately 150 linear feet of 8-inch diameter sanitary sewer pipe, extending from existing manhole B-2 on the Central Region Lift Station project northward, under the Missouri Pacific railroad, and terminating at a new manhole just north of the Missouri Pacific Railroad right-of-way, on the Wireco property. The sewer will be installed in a steel casing pipe, bored under the railroad, per railroad requirements.

Engineer shall furnish to the Owner the following services:

Scope of Work Task Summary

1. Data Collection
 - 1.1. Kick-Off Meeting
 - 1.2. Field Survey
 - 1.3. Geotechnical Engineering
2. Design and Construction Documents
3. Bid Phase Services
4. Construction Phase Services
 - 4.1. Engineering Observation
 - 4.2. As-Built Record Drawings

Detailed Scope of Work Tasks

1. **Data Collection** The services provided in this section shall include:
 - 1.1. **Project Kick-Off Meeting:** Engineer will attend a meeting with Public Works staff prior to the start of preliminary design to review operational needs, design criteria, and approval requirements. Prior to the meeting the Owner will provide the Engineer with available project data necessary to complete the design of the project. Information to be provided by the Owner shall include, but is not limited to:
 - 1.1.1. As-built drawings of existing sanitary sewers within the project limits.
 - 1.1.2. As-built drawings of other Owner projects within the project limits (water lines, storm sewer, street/sidewalk improvements) if available.
 - 1.1.3. Authorization to use the topographic survey CAD file for the Central Region Lift Station project (ES&S performed this survey work for HDR).
 - 1.1.4. Proposed sewer size/slope and/or capacity requirements (cubic feet per second)
 - 1.2. **Field Survey:** Engineer shall provide a boundary and topographical survey of the proposed sewer route.
 - 1.2.1. Some additional survey work will be needed since the proposed sewer is at the very edge of the Central Region Lift Station survey.
 - 1.2.2. Engineer will obtain utility maps and coordinate with utility companies and the Missouri One Call field locate system to flag the locations of existing utilities.
 - 1.2.3. The locations of the flagged utilities will be shown on the survey.
 - 1.2.4. The survey is to be referenced to the State Plane Coordinate System with control points shown on the survey.
 - 1.2.5. A Union Pacific Railroad permit to access railroad property will be acquired as necessary. Flaggers will be provided as necessary.
 - 1.3. **Property Ownership Research, Boundary Survey:** Research property ownership records and show property lines and property ownership data on the survey.
 - 1.4. **Geotechnical Investigation:** Conduct a geotechnical investigation and prepare a geotechnical engineering report. One (1) soil and rock boring will be drilled. The scope of the geotechnical investigation will include:
 - 1.4.1. Drill at least 1 auger sampling hole ranging from 10 to 15 feet deep, or auger refusal, whichever occurs first.
 - 1.4.2. Assess presence and consistency of cobbles, boulders and any other obstructions encountered during drilling operations.
 - 1.4.3. Note groundwater presence and persistence during drilling operations.
 - 1.4.4. Prepare Geotechnical Report
 - 1.4.4.1. Summary of reconnaissance, subsurface/laboratory findings, and engineering evaluation.
 - 1.4.4.2. Construction considerations

- 1.4.4.3. Constructability challenges with regard to the subsurface materials that will be encountered during construction of the sewer line.
- 1.4.4.4. Groundwater influence on construction activities.
- 1.4.5. The soil boring will be staked by our survey crew while they collect additional topographic survey data.
- 1.4.6. This report shall be used to make engineering, design and construction recommendations.

2. Design and Construction Documents The services provided in this section shall include:

- 2.1. Utility Coordination: Engineer will contact utility owners to collect available records.
 - 2.1.1. Engineer will coordinate with utility owners to identify utilities to be potholed for precise location and to minimize conflicts with existing utilities.
 - 2.1.2. Pothole excavation will be performed by the utility owner.
 - 2.1.3. PDF copies of the preliminary plans will be provided to the utility companies as the project progresses.
 - 2.1.4. Prepare construction documents for the sewer based on the alignment and/or construction techniques approved by Owner.
- 2.2. Submit 50-percent and 90-percent design documents to Public Works for review. Engineer will attend review meetings as required and at the 50-percent and 90-percent design stages.
- 2.3. The Engineer's Opinion of Probable Construction Cost is to be provided at the 90- and 100-percent completion stage.
- 2.4. Prepare final design bid packages for construction. Final design bid package is to include drawings, Kansas City Metro Chapter APWA technical specifications Section 2500, and Engineers Joint Contract Documents Committee front-end bid documents.
- 2.5. AutoCAD will be used for all contract drawings. Drawings will be on 24 x 36-inch sheets.
- 2.6. Easement Descriptions. Engineer shall prepare property descriptions and display drawings for a total of two (2) easements (permanent or temporary construction) and prepare easement display drawings and easement documents using the Owner's standard easement forms.
- 2.7. Permitting. Engineer shall prepare:
 - 2.7.1. Missouri DNR construction permit application, revise plans in response to comments to receive approval.
 - 2.7.2. Union Pacific Rail Road pipeline crossing permit.

3. Bid-Phase Services The services provided in this section shall include:

- 3.1. Assist Owner with scheduling and conducting a prebid conference. Prepare minutes of the meeting and submit to Public Works.
- 3.2. Print one (1) set of the bid documents to use at the meeting.

- 3.3. Respond to bidder's questions during the bidding period.
 - 3.4. Prepare bid addenda, as needed.
 - 3.5. Attend bid opening and assist with bid evaluation/recommendation.
 - 3.6. Engineer shall provide the administration of bid documents, including distribution of bid documents, maintaining a bidders list, and distribution of addenda. Plans shall be posted on the Drexel Technologies on-line plan room. All Drexel Technologies fees are a reimbursable expense in addition to Engineer's fee.
4. **Construction-Phase Services** (Construction is anticipated to be completed in less than 60 calendar days) The services provided in this section shall include:
- 4.1. Attend the Pre-Construction meeting and prepare meeting minutes
 - 4.2. Construction Inspection – Engineer shall provide the following services for the project duration:
 - 4.2.1. A representative will be at the jobsite while sewer line and manhole construction and testing is in progress and during other critical phases of the work. We estimate 30 site visits by an inspector with an average of 4 hours per site visit and 10 site visits by a professional engineer with an average of 2 hours per visit.
 - 4.2.2. An engineer will visit the jobsite throughout construction to perform inspection quality control checks.
 - 4.2.3. A professional engineer will have regular contact with the field inspector via phone/e-mail to discuss daily activities.
 - 4.2.4. A professional engineer will be involved with resolving any contractor questions.
 - 4.2.5. Daily field inspection documentation will be maintained in a project diary and on field sets of plans.
 - 4.2.6. A professional engineer will be onsite during critical operations, manhole testing, etc.
 - 4.2.7. Document manhole and sewer pipe testing. Construction contractor will be required to provide all test equipment and to perform the tests.
 - 4.2.8. A professional engineer will review reports, shop drawing paperwork, contractor schedules, quantities, pay requests, etc.
 - 4.3. Construction Materials Testing: Construction materials testing is not anticipated on this project. Any required testing will be performed by Engineer under separate agreement.
 - 4.4. As-Built Record Drawings. Perform post construction survey and prepare As-Built Plans/CAD file:
 - 4.4.1. Receive the construction contractor's certified record drawing revisions.
 - 4.4.2. Field survey the tops and flowlines of all new sanitary sewer manholes.

- 4.4.3. Supply Public Works with full-size reproducible record drawings and an AutoCAD digital version of the record drawings.

Additional Services

The following services can be provided as additional services:

1. Off site design
2. **USACE permit**
3. Missouri DNR Land Disturbance Permit (not required for less than 1 acre disturbed)
4. Stormwater Pollution Prevention Plan
5. Funding applications, Engineering Reports (e.g., SRF)
6. Environmental clearance documentation
7. Hydraulic modeling
8. Easement acquisition services
9. Construction materials testing

The individual point(s) of contact for this task order, if different from those undersigned, shall be:

OWNER:

Brenda Ardrey, Public Works Director
PH: (660) 827-3000 Ext. 1165
EML: bardrev@cityofsedalia.com

ENGINEER:

Benjamin A. Ross, Vice President
PH: (573) 449-2646 Ext. 226
EML: brross@ess-inc.com

Design services shall be completed within 60 days of notice to proceed.

For Tasks 1 through 3 (Data Collection, Design and Construction Documents and Bid Phase Services), Owner will compensate Engineer for services performed on a lump sum basis cost of \$ 22,000. Basis of payment to Engineer shall be as outlined in the Agreement using the current "Hourly Fee Schedule" shown as EXHIBIT B.

For Task 4 (Construction Phase Services) Owner will compensate Engineer for services performed on a time expended basis up to a maximum not to exceed cost of \$ 16,000. Basis of payment to Engineer shall be as outlined in the Agreement using the current "Hourly Fee Schedule" shown as EXHIBIT B.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING TWO PERMANENT EASEMENTS AND ONE TEMPORARY EASEMENT RELATING TO SMALL SANITARY SEWER PROJECT A.

WHEREAS, the City of Sedalia has received two permanent easements and one temporary easement from Pettis County for property located at 24150 Oak Grove Lane for Small Sanitary Sewer Project A; and

WHEREAS, said project is part of a development that will extend an existing sewer main from 24150 Oak Grove Lane to WireCo as more fully described in the easements 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 permanent and temporary easements from Pettis County as more fully described in the easements attached to this ordinance and incorporated herein.

Section 2. The City Clerk is hereby authorized and directed to file in his office the said easements and Ordinance after recording said easements and Ordinance with the Pettis County Recorder of Deeds.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval.

Read two times by title, copies of the proposed Ordinance having been made available for public inspection prior to the time the Bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 1st day of April 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 1st day of April 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

To: Kelvin Shaw, City Administrator
Through: Chris Davies, City Engineer 
From: Jeremy Stone, Public Works Project Manager
Date: March 18, 2024
Subject: Council Memo-Acceptance of Two (2) Permanent Easements and One (1) Temporary Construction Easements Related to 2024-009 Small Sewer Project "A"

The Public Works Department is seeking approval of two (2) permanent easements and one (1) temporary construction easement. The City project, 2024-009 Small Sewer Project "A" is currently still in the design phase and this project will extend an existing sewer main to WireCo.

In order to construct this project, two (2) permanent easements and one (1) temporary easement are required. The easements are located at 24150 Oak Grove Lane. The property owner has agreed and signed the easement agreements.

The executed easement agreements are attached for review. Thank you for considering the acceptance of these easements.

PERMANENT CONSTRUCTION EASEMENT

This Indenture, made this 15th day of March, 2024, by and between Pettis County, of the County of Pettis, State of Missouri, party of the first part ("Grantor") and the City of Sedalia, a municipal corporation, of the County of Pettis, State of Missouri, party of the second part ("Grantee").

Mailing Address of Grantee: 200 S. Osage Avenue, Sedalia, Missouri 65301

WITNESSETH, that the said party of the first part, in consideration of the sum of One Dollar and 00/100 (\$1.00), to them paid by the said second party, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, and sell, convey and confirm unto the Grantee, its successors and assigns, the following described real tract or parcel of land situated in the County of Pettis, State of Missouri, to-wit: and exclusive Permanent Utility Easement over, under, along, through, across and upon the property legally described in Exhibit A, Sheet 1 of 2 and shown on the map in Exhibit A, Sheet 2 of 2, which is attached hereto and incorporated by this reference, for the purpose of and upon the terms and conditions hereinafter set forth.

Purpose. A permanent utility easement over, under, along, through, across and upon the property above described, for the construction and installation of sanitary sewer utility improvements.

Compliance with Laws. The Grantee shall use the Easement in compliance with all applicable statutes, ordinances, rules and regulations of all governing authorities. This Permanent Easement shall be constructed under the laws of the State of Missouri.

Warranty. The Grantor hereby covenants and warrants that it is the owner of the property covered by the Easement and has the right to grant this Easement.

Further Cooperation. Each party agrees to execute such further documents and to perform such other acts as may be reasonably necessary or desirable to further carry out the purpose and intent of the grant of the Easement.

IN WITNESS WHEREOF, the said party of the first part has executed the above day and year first above written.

GRANTOR:



Pettis County Commissioner

ATTEST:





MISSOURI ACKNOWLEDGEMENT

STATE OF MISSOURI)
)
COUNTY OF Pettis) SS.

On this 15th day of March, 2024, before me personally appeared Bill Taylor, Pettis County Presiding Commissioner
to me known to be the person(s) described in and who executed the foregoing instrument, who being by me duly sworn, acknowledged that they executed the same as their free act and deed and for the consideration stated therein and no other.

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

My term expires March 30th 2027

Noah Jordan Shepard
Notary Public

NOAH JORDAN SHEPARD
Notary Public - Notary Seal
STATE OF MISSOURI
Pettis County
My Commission Expires: Mar. 30, 2027
Commission # 23785619

DECEMBER 22, 2023

SANITARY SEWER EASEMENT

OWNER: PETTIS COUNTY, MISSOURI

WARRANTY DEED: DOCUMENT NUMBER 2016-6283

BEARINGS ARE REFERENCED TO MISSOURI STATE PLANE COORDINATE SYSTEM (NAD 1983) CENTRAL ZONE.

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 31 T46N R21W, BEING PART OF TRACT 1 OF THE SURVEY RECORDED IN DOCUMENT NUMBER 2016-2547 AND DESCRIBED BY WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2016-6283.

STARTING AT THE SOUTHEAST CORNER OF TRACT 1 OF THE SURVEY RECORDED IN DOCUMENT NUMBER 2016-2547, ALSO BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF MISSOURI PACIFIC RAILROAD, THENCE ALONG THE SOUTH LINE OF SAID TRACT, N 62°43'40"W 37.26 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING, THENCE CONTINUING ALONG THE THE SOUTH LINE OF TRACT 1 OF THE SURVEY RECORDED IN DOCUMENT NUMBER 2016-2547, N 62°43'40"W 25.00 FEET; THENCE LEAVING SAID LINE, N 27°19'00"E 26.16 FEET; THENCE S 62°41'00"E 25.00 FEET; THENCE S 27°19'00"W 26.14 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.02 ACRE.

12/22/2023



Engineering Surveys
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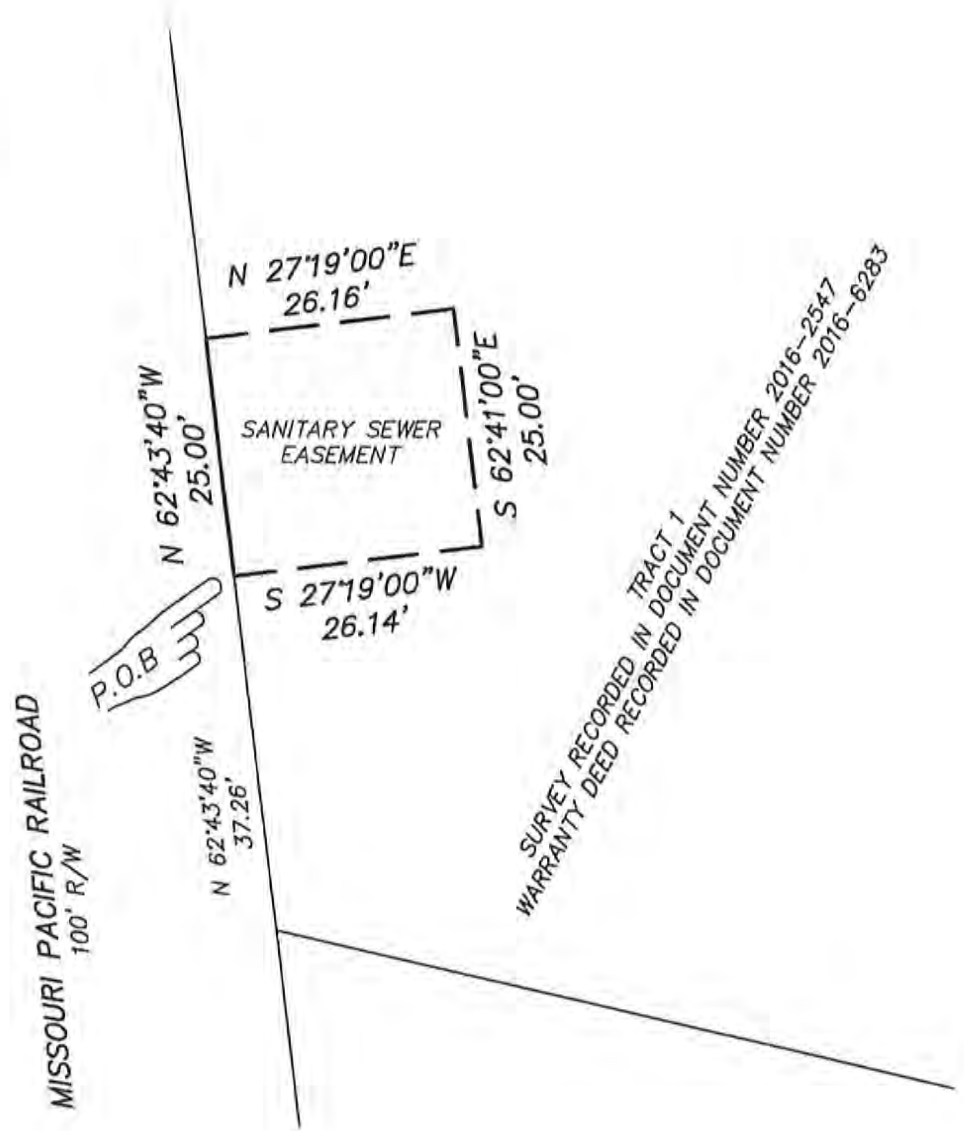
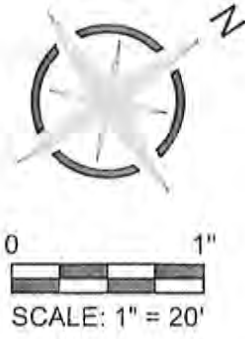
MO Land Surveying Corp. # 2004004672
Missouri Engineering Corp. # 2004005018

EXHIBIT "A"
SHEET 1 OF 2



FREDERICK E. CARROZ III
PROFESSIONAL LAND SURVEYOR
PLS - 2008016655

15916



BEARINGS ARE REFERENCED TO MISSOURI STATE PLANE COORDINATE SYSTEM (NAD 1983) CENTRAL ZONE.

EXHIBIT "A"
SHEET 2 OF 2



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www.ess-inc.com
MO Land Surveying Corp. # 2004004672
Missouri Engineering Corp. # 2004005018

12/22/2023

FREDERICK E. CARROZ III
PROFESSIONAL LAND SURVEYOR
PLS - 2008016655

PERMANENT ACCESS EASEMENT

This Indenture, made this 15th day of March, 2024, by and between Pettis County, of the County of Pettis, State of Missouri, party of the first part ("Grantor") and the City of Sedalia, a municipal corporation, of the County of Pettis, State of Missouri, party of the second part ("Grantee").

Mailing Address of Grantee: 200 S. Osage Avenue, Sedalia, Missouri 65301

WITNESSETH, that the said party of the first part, in consideration of the sum of One Dollar and 00/100 (\$1.00), to them paid by the said second party, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, and sell, convey and confirm unto the Grantee, its successors and assigns, the following described real tract or parcel of land situated in the County of Pettis, State of Missouri, to-wit: and exclusive Permanent Access Easement over, under, along, through, across and upon the property legally described in Exhibit A, Sheet 1 of 4 and shown on the map in Exhibit A, Sheet 2, 3, and 4 of 4, which is attached hereto and incorporated by this reference, for the purpose of and upon the terms and conditions hereinafter set forth.

Purpose. A permanent access easement over, under, along, through, across and upon the property above described, for the construction and installation of sanitary sewer utility improvements.

Compliance with Laws. The Grantee shall use the Easement in compliance with all applicable statutes, ordinances, rules and regulations of all governing authorities. This Permanent Easement shall be constructed under the laws of the State of Missouri.

Warranty. The Grantor hereby covenants and warrants that it is the owner of the property covered by the Easement and has the right to grant this Easement.

Further Cooperation. Each party agrees to execute such further documents and to perform such other acts as may be reasonably necessary or desirable to further carry out the purpose and intent of the grant of the Easement.

IN WITNESS WHEREOF, the said party of the first part has executed the above day and year first above written.

GRANTOR:

 President, Commission

ATTEST:




MISSOURI ACKNOWLEDGEMENT

STATE OF MISSOURI)
)
COUNTY OF Pettis) SS.

On this 15th day of March, 2024, before me personally appeared Bill Taylor, Pettis County Presiding Commissioner to me known to be the person(s) described in and who executed the foregoing instrument, who being by me duly sworn, acknowledged that they executed the same as their free act and deed and for the consideration stated therein and no other.

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

My term expires March 30th, 2027

Noah Jordan Shepard
Notary Public

NOAH JORDAN SHEPARD Notary Public - Notary Seal STATE OF MISSOURI Pettis County My Commission Expires: Mar. 30, 2027 Commission # 23785619

DECEMBER 22, 2023

ACCESS EASEMENT

OWNER: PETTIS COUNTY, MISSOURI

WARRANTY DEED: DOCUMENT NUMBER 2016-6283

BEARINGS ARE REFERENCED TO MISSOURI STATE PLANE COORDINATE SYSTEM (NAD 1983) CENTRAL ZONE.

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 31 T46N R21W, BEING PART OF TRACT 1 OF THE SURVEY RECORDED IN DOC. NO. 2016-2547 AND DESCRIBED BY WARRANTY DEED RECORDED IN DOC. NO. 2016-6283.

STARTING AT THE SOUTHWEST CORNER OF TRACT 1 OF THE SURVEY RECORDED IN DOCUMENT NUMBER 2016-2547, THENCE ALONG THE WEST LINE OF SAID TRACT, N 3°00'50"E 61.29 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING, THENCE CONTINUING ALONG THE WEST LINE OF TRACT 1 OF THE SURVEY RECORDED IN DOCUMENT NUMBER 2016-2547, N 3°00'50"E 20.00 FEET; THENCE LEAVING SAID LINE, S 86°35'30"E 110.44 FEET; THENCE S 27°12'40"E 187.21 FEET; THENCE S 45°59'10"E 199.02 FEET; THENCE S 60°58'10"E 199.94 FEET; THENCE S 83°21'20"E 318.76 FEET; THENCE S 42°05'30"E 251.67 FEET; THENCE S 54°58'10"E 224.80 FEET; THENCE S 39°19'50"E 50.01 FEET, THENCE S 27°19'00"W 21.78 FEET; THENCE N 39°19'50"W 55.90 FEET; THENCE N 54°58'10"W 224.31 FEET; THENCE N 42°05'30"W 246.40 FEET; THENCE N 83°21'20"W 315.19 FEET; THENCE N 60°58'10"W 206.53 FEET; THENCE N 45°59'10"W 204.96 FEET; THENCE N 27°12'40"W 179.11 FEET; THENCE N 86°35'30"W 98.90 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.71 ACRE.

12/22/2023



Engineering Surveys & Services

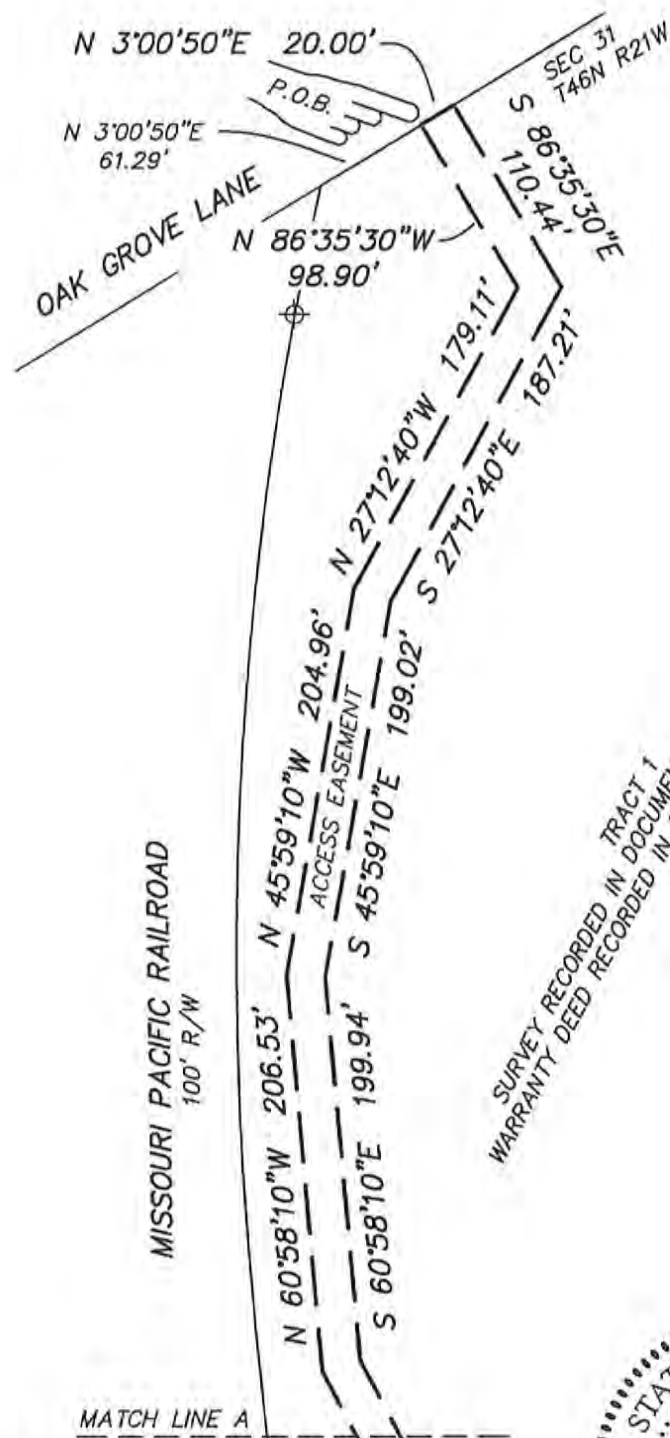
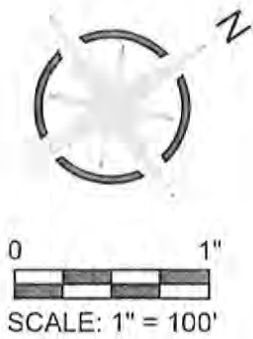
1113 Fay Street, Columbia, Mo 65201
573 - 449 - 2646
www.ess-inc.com

MO Land Surveying Corp. # 2004004672
Missouri Engineering Corp. # 2004005018

EXHIBIT "A"
SHEET 1 OF 4



FREDERICK E. CARROZ III
PROFESSIONAL LAND SURVEYOR
PLS - 2008016655



TRACT 1
 SURVEY RECORDED IN DOCUMENT NUMBER 2016-2547
 WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2016-6283

BEARINGS ARE REFERENCED TO MISSOURI STATE PLANE COORDINATE SYSTEM (NAD 1983) CENTRAL ZONE.

ACCESS EASEMENT
EXHIBIT "A"
 SHEET 2 OF 4



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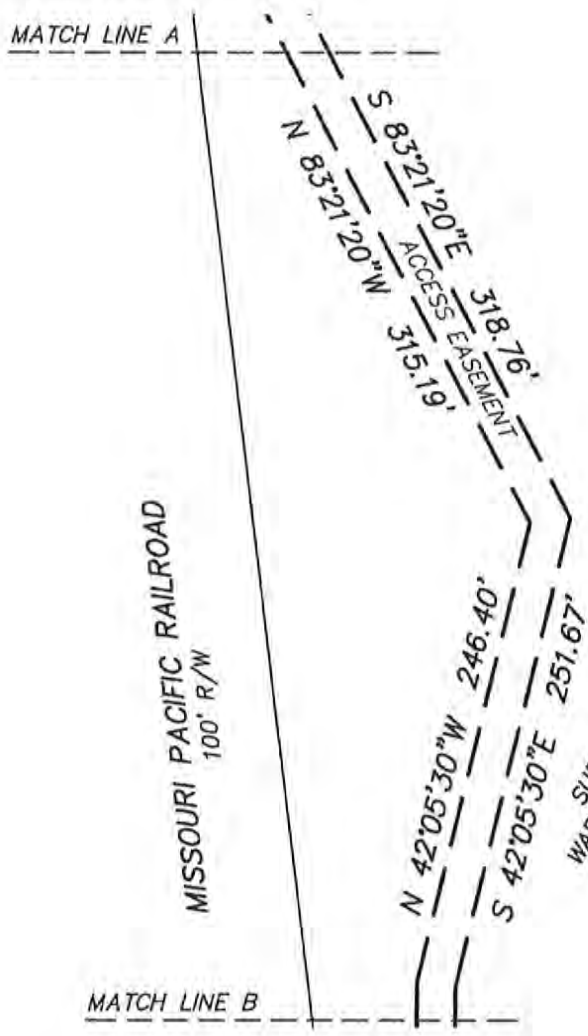
MO Land Surveying Corp. # 2004004672
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FREDERICK E. CARROZ III
 PROFESSIONAL LAND SURVEYOR
 PLS - 2008016655



0 1"
SCALE: 1" = 100'



TRACT 1
SURVEY RECORDED IN DOCUMENT NUMBER 2016-2547
WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2016-6283

BEARINGS ARE REFERENCED TO MISSOURI STATE PLANE COORDINATE SYSTEM (NAD 1983) CENTRAL ZONE.

ACCESS EASEMENT
EXHIBIT "A"
SHEET 3 OF 4



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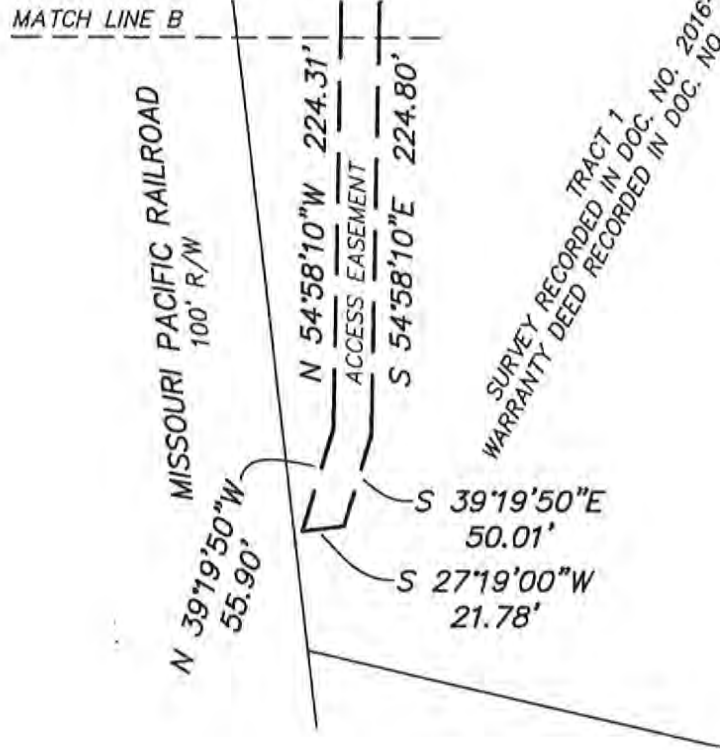
MO Land Surveying Corp. # 2004004672
Missouri Engineering Corp. # 2004005018

12/22/2023

FREDERICK E. CARROZ III
PROFESSIONAL LAND SURVEYOR
PLS - 2008016655



0 1"
SCALE: 1" = 100'



TRACT 1
SURVEY RECORDED IN DOC. NO. 2016-2547
WARRANTY DEED RECORDED IN DOC. NO. 2016-6283

BEARINGS ARE REFERENCED TO MISSOURI STATE PLANE COORDINATE SYSTEM (NAD 1983) CENTRAL ZONE.

ACCESS EASEMENT
EXHIBIT "A"
SHEET 4 OF 4



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MO Land Surveying Corp. # 2004004672
Missouri Engineering Corp. # 2004005018

12/22/2023

FREDERICK E. CARROZ III
PROFESSIONAL LAND SURVEYOR
PLS - 2008016655

TEMPORARY CONSTRUCTION EASEMENT

This Indenture, made this 15th day of March, 2024, by and between Pettis County, of the County of Pettis, State of Missouri, party of the first part ("Grantor") and the City of Sedalia, a municipal corporation, of the County of Pettis, State of Missouri, party of the second part ("Grantee").

Mailing Address of Grantee: 200 S. Osage Avenue, Sedalia, Missouri 65301

WITNESSETH, that the said party of the first part, in consideration of the sum of One Dollar (\$1.00), to them paid by the said second party, the receipt of which is hereby acknowledged, the Grantor does hereby grant unto the Grantee, its contractors, subcontractors, agents and assigns, an exclusive Temporary Access Easement (the "Easement") in, over, under, along, across and upon the property legally described in Exhibit A, Sheet 1 of 2 and shown on the map in Exhibit A, Sheet 2 of 2, which is attached hereto and incorporated by this reference, for the purpose of and upon the terms and conditions hereinafter set forth.

Purpose. The Easement is granted to the Grantee for access to and for use by the Grantee in its construction and installation of sanitary sewer improvements and other related construction activity on adjoining property.

Term of Easement. The Easement shall commence on the date hereof and shall terminate and expire on either (a) the date construction of the sanitary sewer improvements and related facilities are completed as determined solely by the Grantee, or (b) four (4) years from the date hereof, whichever is first to occur. Upon termination of the Easement, all of the rights and benefits of the Grantee hereunder with respect to the Easement shall automatically terminate and be of no further force and effect.

Compliance with Laws. The Grantee shall during its use and occupancy of the Easement comply with all applicable statutes, ordinances, rules and regulations of all governing authorities. This Easement shall be construed under the laws of the State of Missouri.

Restoration. In the event that any area of the Easement is disturbed by the Grantee's exercise of any of its easement rights hereunder, such area shall be reasonably restored to the condition in which it existed at the commencement of the Grantee's use of the Easement.

Warranty. The Grantor hereby covenants and warrants that it is the owner of the property covered by the Easement and has the right to grant this Easement.

Further Cooperation. Each party agrees to execute such further documents and to perform such other acts as may be reasonably necessary or desirable to further carry out the purpose and intent of the grant of the Easement.

IN WITNESS WHEREOF, the said party of the first part has executed the above day and year first above written.

GRANTOR:

Bill Taylor, Presiding Commissioner

ATTEST:

[Signature]



MISSOURI ACKNOWLEDGEMENT

STATE OF Missouri)
) SS.
COUNTY OF Pettis)

On this 15th day of March, 2024, before me personally appeared Bill Taylor, Pettis County Presiding Commissioner to me known to be the person(s) described in and who executed the foregoing instrument, who being by me duly sworn, acknowledged that they executed the same as their free act and deed and for the consideration stated therein and no other.

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

My term expires March 30th, 2027

Noah Jordan Shepard
Notary Public



DECEMBER 22, 2023

TEMPORARY CONSTRUCTION EASEMENT

OWNER: PETTIS COUNTY, MISSOURI

WARRANTY DEED: DOCUMENT NUMBER 2016-6283

BEARINGS ARE REFERENCED TO MISSOURI STATE PLANE COORDINATE SYSTEM (NAD 1983) CENTRAL ZONE.

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 31 T46N R21W, BEING PART OF TRACT 1 OF THE SURVEY RECORDED IN DOC. NO. 2016-2547 AND DESCRIBED BY WARRANTY DEED RECORDED IN DOC. NO. 2016-6283.

STARTING AT THE SOUTHEAST CORNER OF TRACT 1 OF THE SURVEY RECORDED IN DOCUMENT NUMBER 2016-2547, ALSO BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF MISSOURI PACIFIC RAILROAD, THENCE ALONG THE SOUTH LINE OF SAID TRACT, N 62°43'40"W 27.26 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING, THENCE CONTINUING ON THE SOUTH LINE OF TRACT 1 OF THE SURVEY RECORDED IN DOCUMENT NUMBER 2016-2547, N 62°43'40"W 10.00 FEET; THENCE LEAVING SAID LINE, N 27°19'00"E 26.14 FEET; THENCE N 62°41'00"W 25.00 FEET; THENCE S 27°19'00"W 26.16 FEET TO THE SOUTH LINE OF SAID TRACT 1; THENCE ALONG SAID LINE, N 62°43'40"W 10.00 FEET; THENCE LEAVING SAID LINE, N 27°19'00"E 36.17 FEET; THENCE S 62°41'00"E 45.00 FEET; THENCE S 27°19'00"W 36.13 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.02 ACRE.

EXHIBIT "A"
SHEET 1 OF 2



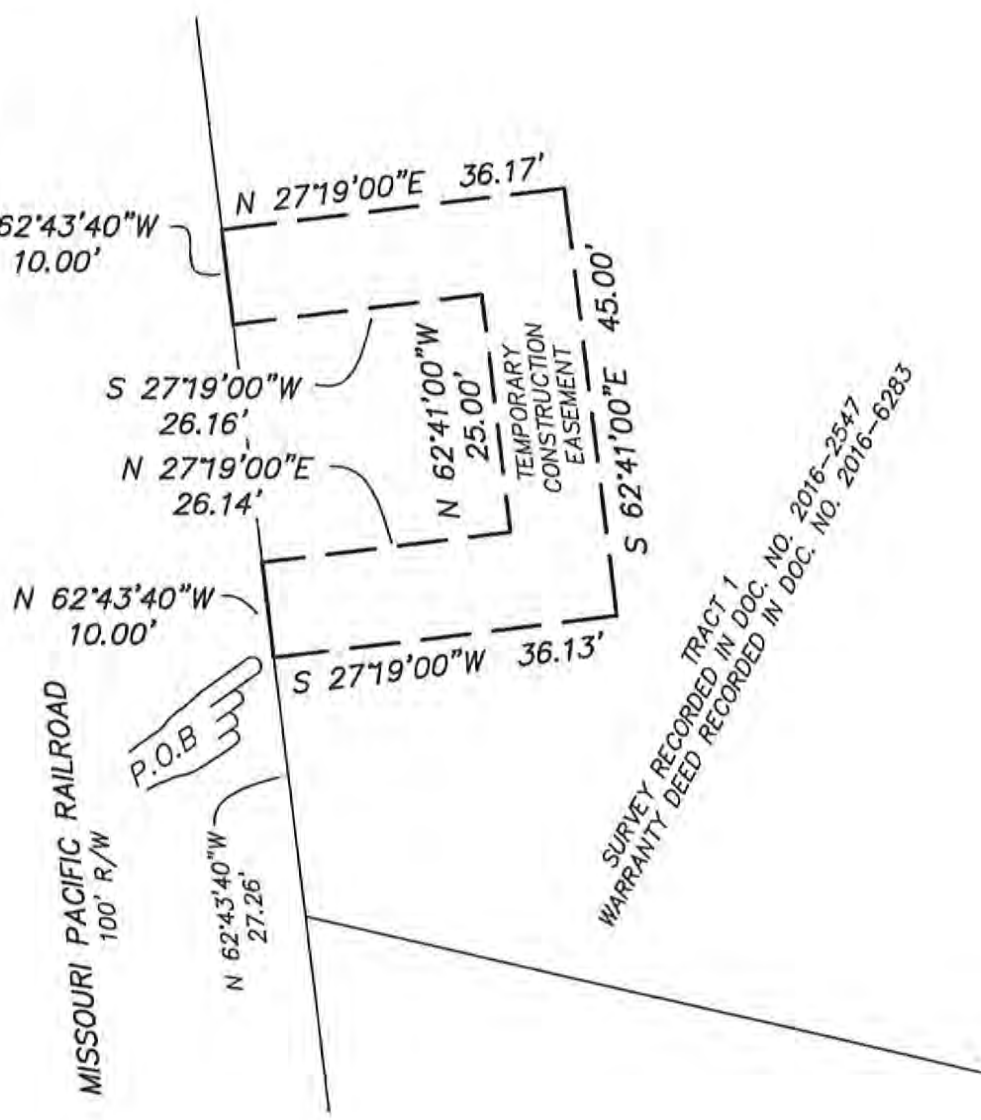
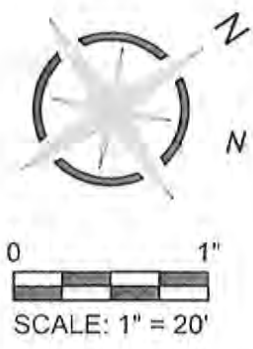
Engineering Surveys
& Services

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MO Land Surveying Corp. # 2004004672
Missouri Engineering Corp. # 2004005018



15916



TRACT 1
 SURVEY RECORDED IN DOC. NO. 2016-2547
 WARRANTY DEED RECORDED IN DOC. NO. 2016-6283

BEARINGS ARE REFERENCED TO MISSOURI STATE PLANE COORDINATE SYSTEM (NAD 1983) CENTRAL ZONE.

**TEMPORARY
 CONSTRUCTION
 EASEMENT**
EXHIBIT "A"
 SHEET 2 OF 2



**Engineering Surveys
 & Services**
 1113 Fay Street, Columbia, Mo 65201
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MO Land Surveying Corp. # 2004004672
 Missouri Engineering Corp. # 2004005018

12/22/2023

FREDERICK E. CARROZ III
 PROFESSIONAL LAND SURVEYOR
 PLS - 2008016655

Crown Hill Cemetery
DEPARTMENTAL MEMORANDUM
Office of the Cemetery Director

To : City Administrator Kelvin Shaw

From : Director Roger Waters

Date : March 26, 2024

Ref : Weed Eating bid acceptance

The Cemetery Director solicited bids for weed eating services at Crown Hill Cemetery and Calvary Cemetery. Bids were solicited during the month of March and we received one bid from Rubio Lawn Care and Tree Service LLC. The bid from Rubio Lawn Care and Tree Service was for \$4,500.00. The Cemetery department did budget for this in FY 2025 and the bid is within budget. As a result, I would like to request council approve and accept the bid for the weed eating services.

Rubio Lawn Care & Tree Services LLC

547 W. Morrow St
Marshall, MO 65340
660-815-7008

Date **03/12/24**
Terms **Due on receipt**
PO Number

Account #

Bill To

Property Address

Crown Hill Cemetery Calvary Cemetery

Sedalia, MO 65301

Sedalia, MO 65301

Date/Time	Description	Quantity	Price	Total
	Weed eating Service	1	\$4,500.00	\$4,500.00

**Contract: April 2024- First week of
November 2024**

Subtotal:	4,500.00
Invoice Total:	\$4,500.00
Account Balance:	\$4,500.00

Signature Here

Date Signed

Contact insurance office for information:

Missouri Farm Bureau Insurance

(660) 886-7458

Hours: Monday- Fridays 8:00am- 5:00pm

Ask for Justin Schuster

TABULATION OF BIDS
Weedeating Services
Crown Hill & Calvary Cemeteries
March 25, 2024 2:00 p.m.
Council Chambers

Description	Price
Weedeating services for Crown Hill and Calvary Cemeteries in Sedalia, Missouri.	\$4,500.00/weed eating
Notes	April 2024-First week of November 2024.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN ANNEXATION AND UTILITY SERVICES AGREEMENT FOR CONNECTION OF PROPERTY LOCATED AT 5940 WEST 32ND STREET TO THE CITY OF SEDALIA'S WATER DISTRIBUTION SYSTEM.

WHEREAS, The City of Sedalia, Missouri, has received an annexation and utility services agreement from Serhii Shenderuk and Susanna Shenderuk; and

WHEREAS, under the agreement, the City of Sedalia, Missouri agrees to allow Serhii Shenderuk and Susanna Shenderuk to connect property at 5940 West 32nd Street that is located outside of the city limits of Sedalia to the City of Sedalia's water distribution system as more fully described in the proposed agreement attached and incorporated by reference as though the proposed agreement were set forth herein.

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

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

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 1st day of April 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 1st day of April 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

To: Kelvin Shaw, City Administrator
Through: William Bracken, Utilities Director *WB*
From: Elizabeth Nations, Executive Administrative Assistant
Date: March 23, 2024
Subject: Annexation Agreement for Water Service

Please find attached an annexation agreement between the City of Sedalia and Serhii Shenderuk and Susanna Shenderuk for the property now addressed as 5940 W. 32nd St. Serhii Shenderuk and Susanna Shenderuk are requesting connection to the City's water distribution system and have agreed to pay the "out of City limits" rates until such time as the property is annexed into the City.

The agreement is written to allow the City to disconnect the water line should Serhii Shenderuk and Susanna Shenderuk not complete the annexation process Serhii Shenderuk and Susanna Shenderuk have already signed and have notarized the agreement.

ANNEXATION AND UTILITY SERVICES AGREEMENT

This Agreement (hereinafter "Agreement") entered into this 22nd day of March, 2024, between the City of Sedalia, Missouri, (hereinafter "City") and Serhii Shenderuk and Susanna Shenderuk (hereinafter "Owners").

RECITALS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SEDALIA, MISSOURI

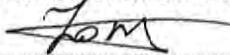
By:

Andrew Dawson, Mayor

ATTEST:

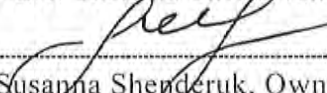
Jason Myers, City Clerk

OWNER: Serhii Shenderuk

By: 

Serhii Shenderuk, Owner

OWNER: Susanna Shenderuk

By: 

Susanna Shenderuk, Owner

On the 5th day of March, 2024 before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City of Sedalia, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of the City and that this instrument was signed and sealed on behalf of the City by authority of its City Council and the Mayor acknowledged this instrument to be the free act and deed of the City.

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

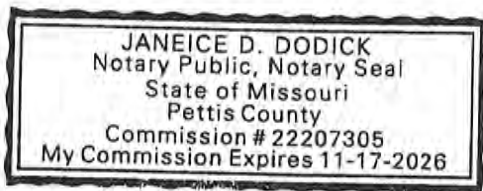
By: _____
Andrew Dawson, Mayor

ACKNOWLEDGMENT BY OWNER, CORPORATION OR ASSOCIATION

STATE OF MISSOURI)
) ss
COUNTY OF PETTIS)

On the day 22nd of March, 2024, before me appeared Serhii Shenderuk and Susanna Shenderuk, to me personally known, who, being by me duly sworn, did say that they are the Owner's of 5940 W 32nd St, and that said instrument was signed by him and acknowledged the said instrument to be a free act and deed of Serhii Shenderuk Susanna Shenderuk

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



Janeice D. Dodick
Notary Public

Exhibit A

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

2022-2663

RECORDED ON
05/19/2022 11:15 AM
PAGES: 2

BARBARA CLEVINGER
RECORDER OF DEEDS
PETTIS COUNTY, MO

Warranty Deed

Truman Title, Inc. File Number 22050124

This Deed, Made and entered into this 19th day of May, 2022, by and between

Amber Joy Herrick and Jacob Herrick, her husband

as "Grantor", and

Serhii Shenderuk and Susanna Shenderuk, husband and wife

as "Grantee", whose mailing address is: 914 S Osage
Sedalia MO 65301

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

**A TRACT OF LAND IN THE SOUTHWEST QUARTER, SECTION 12, TOWNSHIP 45 NORTH OF THE BASE LINE, RANGE 22 WEST OF THE 5TH PRINCIPAL MERIDIAN, PETTIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF LOT 8, SOUTHRIDGE ESTATES REPLAT AS FILED FOR RECORD IN THE OFFICE OF THE PETTIS COUNTY RECORDER OF DEEDS AS DOCUMENT #2010-5303; THENCE WITH THE EXTENSION OF THE WEST LINE THEREOF N00°24'21"W, 50.00'; THENCE S89°35'39"W, 215.24' TO THE POINT OF BEGINNING; THENCE LEAVING SAID POINT OF BEGINNING S00°36'34"E, 341.70'; THENCE S88°55'03"W, 339.19'; THENCE N00°36'34"W, 345.71'; THENCE N89°35'39"E, 339.18' BACK TO THE POINT OF BEGINNING.**

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

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

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

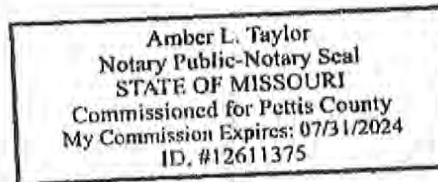
By: Amber Joy Herrick
Amber Joy Herrick
By: Jacob Herrick
Jacob Herrick

In The State of Missouri, County of Pettis, on this 19th day of May, 2022 before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Amber Joy Herrick and Jacob Herrick, her husband**, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed for the purposes herein stated.

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

Amber L. Taylor
Notary Public

My Term Expires: 07-31-2024





KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned BUGU Co, LLC Mike Budke, member (hereinafter called "Grantor"), for a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby grant unto Central Missouri Electric Cooperative, Inc., a cooperative corporation (hereinafter called the "Cooperative"), whose post office address is Post Office Box 939, Sedalia, MO 65302, and to its successors or assigns,

the perpetual right to enter upon the lands of the undersigned, situated in the county of Pettis, state of Missouri, and more particularly described as follows:

29 acres more or less located in the SW 1/4, SW 1/4, Sec 12, T45N, R 22W, Pettis County, Missouri

and to place, construct, inspect, repair, operate, maintain, relocate, replace and make such changes, alterations, improvements, removal from, substitutions and additions, as the Cooperative may from time to time deem advisable, to an electric transmission and/or distribution line or system on or under the above described lands and/or in, upon or under all streets, roads, or highways abutting said lands; to cut, trim and control the growth by chemical means, machinery or otherwise of trees, shrubbery, undergrowth and roots located within this easement, or that may interfere with or threaten to endanger the operation and maintenance of said line or system; to keep the easement clear of all buildings, structures, or other obstructions; to license, permit or otherwise agree to the joint use or occupancy of the line, system, or, if any of said system is placed underground, of the trench and related underground facilities, by any other person, association, or corporation; to extend said lines or system in the future on, under or across the premises of Grantor, to enable the Cooperative to furnish electric service to others.

Grantor agrees to make no use of, nor permit others to make any use of said easement that would in any way interfere with the proper and safe operation of said line or system by the Cooperative as set out by the National Electric Safety Code, then in effect.

For the purpose of exercising the rights granted to the Cooperative by this easement, the Cooperative shall have the right of ingress to and egress from the easement over the lands of owner adjacent to the easement and lying between public or private roads and the easement, such right to be exercised in such manner as shall occasion the least practicable damage or inconvenience to the Grantor.

No delay in exercising any or all of the rights granted herein to said Cooperative shall be interpreted to be a surrender of any of said rights nor abandonment of the easement granted.

Grantor agrees that this instrument embodies the whole agreement between the Cooperative and Grantor, and that no representation, promise or agreement not expressed herein has been made to induce the Grantor to execute and deliver it.

All provisions contained herein shall run with the land and be binding upon the parties, their heirs, successors, representatives and assigns.

Grantor agrees that all poles, wires and other facilities, including any main service entrance equipment, installed on the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative upon termination of service to or on said lands.

Grantor covenants that he is the owner of the above described lands and that said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

Missouri State Bank
3701 South Lindbergh Blvd.
Sunset Hills Missouri 63127

It is further understood that whenever necessary, words used in this instrument in the singular shall be construed to read in the plural, and that words used in the masculine gender shall be construed to read in the feminine.

The Grantor(s) of this easement states that BUGU Co, LLC is a Missouri corporation
(he/she is a single person) (they are single persons) (they are husband and wife)

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 14 day of FEB, 2006



M. Budke

270

STATE OF MISSOURI)
County of Callaway)SS

On this 15 day of 2, 2006 before me personally appeared Melissa

_____ to me known to be the person(s) described in and who executed the foregoing instrument, and to me acknowledged that _____ executed the same for the purposes therein stated as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the year and day last above written.

[Handwritten Signature]
NOTARY PUBLIC

My commission expires: 12/7/07



CERTIFICATE OF RECORD

STATE OF MISSOURI)
County of _____)

IN THE RECORDER'S OFFICE

I, _____, Recorder of said County, do hereby certify that the within instrument of writing with the certificates thereon, was, at _____ o'clock and _____ minutes _____ M., on the _____ day of _____ A.D. 20 _____, duly filed for record in my office, and is recorded in the Records of this office in Book _____ at page _____.

In Witness Whereof, I have hereunto set my hand and affixed my official seal at _____ this _____ day of _____ A.D. 20 _____

Recorder



2024-1087

RECORDED ON
03/20/2024 08:21 AM
PAGES: 6

BARBARA CLEVENGER
RECORDER OF DEEDS
PETTIS COUNTY, MO

UTILITY EASEMENT

THIS DECLARATION is made this 19 day of March, 2024 by Yevgeniy Romanskyy and Yelena Romanskyy (hereinafter referred as "Grantor") and Serhii Shenderuk and Susanna Shenderuk (hereinafter referred as "Grantee"). Grantee's mailing address is: 5940 W. 32nd Street, Sedalia, MO 65301.

WHEREAS, Grantor is the owner of certain real property in Pettis County, Missouri and legally described as:

A PART OF LOT 7 IN SOUTHRIDGE ESTATES REPLAT A SUBDIVISION OF PETTIS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTH 00°27'47" WEST; ALONG THE WEST LINE OF SAID LOT, 303.49 FEET TO A POINT 22.17 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT; THENCE NORTH 89°32'13" EAST, 125.92 FEET TO A POINT ON THE EAST LINE OF SAID LOT 60.57 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTH 00°27'47" EAST, ALONG SAID EAST LINE, 290.49 FEET; THENCE IN A SOUTHWESTERLY DIRECTION ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 13.0 FEET AN ARC DISTANCE OF 20.42 FEET TO THE SOUTH LINE OF SAID LOT; THENCE SOUTH 89°32'13" WEST, ALONG SAID SOUTH LINE, 112.90 FEET TO THE POINT OF BEGINNING.

ALSO: A TRACT OF LAND LYING IN A PART OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 45 NORTH, RANGE 22 WEST OF THE FIFTH PRINCIPAL MERIDIAN, PETTIS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 7 IN SOUTHRIDGE ESTATES REPLAT A SUBDIVISION OF PETTIS COUNTY, MISSOURI, THENCE SOUTH 89°32'13" WEST, 582.51 FEET TO A POINT ON THE EAST LINE OF A TRACT DESCRIBED IN DOCUMENT NUMBER 2015-1514; THENCE NORTH 00°40' WEST, ALONG SAID EAST LINE AND THE PROLONGATION OF SAID EAST LINE, 303.49 FEET, THENCE NORTH 89°32'13" EAST, 583.57 FEET TO A POINT ON THE WEST LINE OF SAID LOT 7 IN SOUTHRIDGE ESTATES REPLAT, 22.17 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT; THENCE SOUTH 00°27'47" EAST, ALONG SAID WEST LINE, 303.49 FEET TO THE POINT OF BEGINNING; EXCEPT A TRACT OF LAND LYING IN A PART OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 45 NORTH, RANGE 22 WEST OF THE FIFTH PRINCIPAL MERIDIAN, PETTIS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 7 IN SOUTHRIDGE ESTATES REPEAT A SUBDIVISION OF PETTIS COUNTY MISSOURI; THENCE SOUTH 89°32'13" WEST, 266.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°32'13" WEST, 316.40 FEET TO A POINT ON THE EAST LINE OF A TRACT DESCRIBED IN DOCUMENT NUMBER 2015-1514; THENCE NORTH 00°40' WEST, ALONG SAID EAST LINE AND THE PROLONGATION OF SAID EAST LINE, 303.49 FEET; THENCE NORTH 89°32'13" EAST, 316.40 FEET; THENCE SOUTH 00°40' EAST, 303.49 FEET TO THE POINT OF BEGINNING; and

WHEREAS, Grantee is the owner of certain real property situated in Pettis County, Missouri and legally described as:

A TRACT OF LAND IN THE SOUTHWEST QUARTER, SECTION 12, TOWNSHIP 45 NORTH OF THE BASE LINE, RANGE 22 WEST OF THE 5TH PRINCIPAL MERIDIAN, PETTIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 8, SOUTHRIDGE ESTATES REPLAT AS FILED FOR RECORD IN THE OFFICE OF THE PETTIS COUNTY RECORDER OF DEEDS AS DOCUMENT #2010-5303; THENCE, WITH THE EXTENSION OF THE WEST LINE THEREOF N00°24'21"W, 50.00'; THENCE S89°35'39"W, 215.24' TO THE POINT OF BEGINNING; THENCE LEAVING SAID POINT OF BEGINNING S00°36'34"E, 341.70'; THENCE S88°55'03"W, 339.19'; THENCE N00°36'34"W, 345.71'; THENCE N89°35'39"E, 339.18' BACK TO THE POINT OF BEGINNING; and

WHEREAS, Grantor and Grantee desire to establish a utility easement for water/sewer necessary for the development of Grantee's real property described above.

NOW, THEREFORE, for and in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledge, Grantor hereby declares and grants to Grantee a utility easement legally defined as:

THE SOUTH TWENTY FEET (20.0') OF THE FOLLOWING TRACT:

A PART OF LOT 7 IN SOUTHRIDGE ESTATES REPLAT A SUBDIVISION OF PETTIS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTH 00°27'47" WEST; ALONG THE WEST LINE OF SAID LOT, 303.49 FEET TO A POINT 22.17 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT; THENCE NORTH 89°32'13" EAST, 125.92 FEET TO A POINT ON THE EAST LINE OF SAID LOT 60.57 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTH 00°27'47" EAST, ALONG SAID EAST LINE, 290.49 FEET; THENCE IN A SOUTHWESTERLY DIRECTION ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 13.0 FEET AN ARC DISTANCE OF 20.42 FEET TO THE SOUTH LINE OF SAID LOT; THENCE SOUTH 89°32'13" WEST, ALONG SAID SOUTH LINE, 112.90 FEET TO THE POINT OF BEGINNING.

ALSO: A TRACT OF LAND LYING IN A PART OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 45 NORTH, RANGE 22 WEST OF THE FIFTH PRINCIPAL MERIDIAN, PETTIS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 7 IN SOUTHRIDGE ESTATES REPLAT A SUBDIVISION OF PETTIS COUNTY, MISSOURI, THENCE SOUTH 89°32'13" WEST, 582.51 FEET TO A POINT ON THE EAST LINE OF A TRACT DESCRIBED IN DOCUMENT NUMBER 2015-1514; THENCE NORTH 00°40' WEST, ALONG SAID EAST LINE AND THE PROLONGATION OF SAID EAST LINE, 303.49 FEET, THENCE NORTH 89°32'13" EAST, 583.57 FEET TO A POINT ON THE WEST LINE OF SAID LOT 7 IN SOUTHRIDGE ESTATES REPLAT, 22.17 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT; THENCE SOUTH 00°27'47" EAST, ALONG SAID WEST LINE, 303.49 FEET TO THE POINT OF BEGINNING; EXCEPT A TRACT OF LAND LYING IN A PART OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 45 NORTH, RANGE 22 WEST OF THE FIFTH PRINCIPAL MERIDIAN, PETTIS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 7 IN SOUTHRIDGE ESTATES REPEAT A SUBDIVISION OF PETTIS COUNTY MISSOURI; THENCE SOUTH 89°32'13" WEST, 266.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°32'13" WEST, 316.40 FEET TO A POINT ON THE EAST LINE OF A TRACT DESCRIBED IN DOCUMENT NUMBER 2015-1514; THENCE NORTH 00°40' WEST, ALONG SAID EAST LINE AND THE PROLONGATION OF SAID EAST LINE, 303.49 FEET; THENCE NORTH

89°32'13" EAST, 316.40 FEET; THENCE SOUTH 00°40' EAST, 303.49 FEET TO THE POINT OF BEGINNING;

- The easements and obligations created hereby shall be deemed to be covenants running with the title to the land hereby affected and shall be binding upon and inure to the owner, successors and assigns.

IN WITNESS WHEREOF, Grantor has set its hand this day and year above first written.

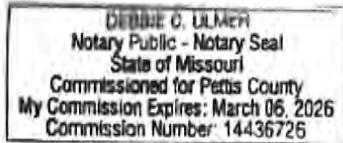
Yevgeniy Romanskyy, Grantor

Yelena Romanskyy, Grantor

STATE OF Missouri)
) ss.
COUNTY OF Lettles)

ON THIS 15th day of March, 2024, personally appeared Yevgeniy Romanskyy, to me known to be the person described in the foregoing and who executed the foregoing Agreement and acknowledged that he executed the same as his free act and deed.

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



Debbie C. Ulmer
Notary Public

STATE OF Missouri)
) ss.
COUNTY OF Pettis)

ON THIS 2024-day of 2024-03-19, 2024, personally appeared Yelena Romanskyy, to me known to be the person described in the foregoing and who executed the foregoing Agreement and acknowledged that she executed the same as her free act and deed.


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



Kira Zhirin
Notary Public

Signature Certificate

Reference number: BSKFG-EB69D-VGJ8P-RUR26

Signer	Timestamp	Signature
Yelena Romansky Email: lena0615@gmail.com Sent: 19 Mar 2024 19:35:37 UTC Viewed: 19 Mar 2024 19:35:40 UTC Signed: 19 Mar 2024 19:36:54 UTC Recipient Verification: ✓ Email verified 19 Mar 2024 19:35:40 UTC ✓ Personally Known 19 Mar 2024 19:34:12 UTC		 IP address: 174.208.165.167 Location: Elk Grove, United States

Kira Zykin Email: kirazykin@theneutralnotary.com Sent: 19 Mar 2024 19:35:37 UTC Viewed: 19 Mar 2024 19:36:04 UTC Signed: 19 Mar 2024 19:37:20 UTC Recipient Verification: ✓ Email verified 19 Mar 2024 19:36:04 UTC		 IP address: 35.144.100.91 Location: Sedalia, United States
---	--	--

Document notarized online using audio-video communication on:
19 Mar 2024 19:37:20 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 50,000+ companies worldwide.



SOUTHRIDGE

bar/cap found

N 89°32'13" E

316.40'

bar/cap set

S 00°40' E

303.49'

N 00°40' W

303.49'

2.20 ACRES

S 00°40' E

303.49'

Doc. #2015-1514

316.40'

22.78'

339.18'

215.24'

266.11'

112.92'

325.66'

S 00°27'47" E

393.09'

10' utility easement

30' building line

bar/cap (set)

20' Ingress-Egress & Utility Easement

20' WATER LINE EASEMENT

ESTATES

32ND STREET ROAD

Document #2022-2863

32ND STREET ROAD

32ND STREET ROAD

32ND STREET ROAD

32ND STREET ROAD

32ND STREET ROAD

32ND STREET ROAD

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32ND STREET ROAD

32ND STREET ROAD

32ND STREET ROAD

32ND STREET ROAD

(C 50' Non-Exclusive Ingress-Egress & Utility Easement)

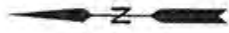
OAK RIDGE ROAD

(3)

REPLAT

(2)

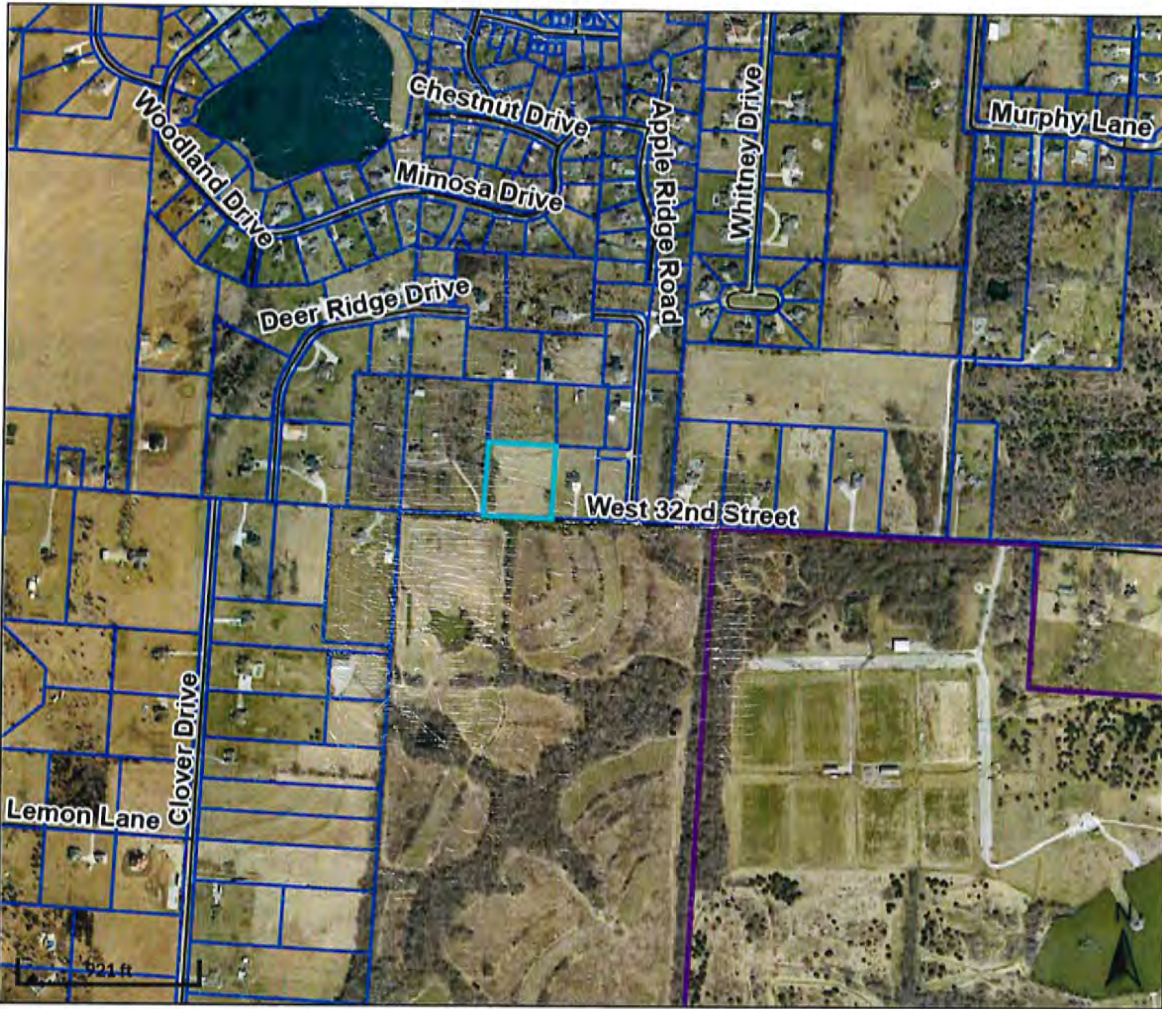
(8)



0 100
SCALE - 1" = 100'



Exhibit B



Overview



Legend

-  Political Townships
-  Corporate Limits
-  Parcels
-  Roads

Parcel ID	141012000162019	Alternate ID	n/a	Owner Address	SHENDERUK, SERHII & SUSANNA
Sec/Twp/Rng	12/45/22	Class	Residential		914 S OSAGE AVE
Property Address	5940 WEST 32ND STREET	Acreeage	2.5		SEDALIA, MO 65301-5750
	SEDALIA				
District	R004				
Brief Tax Description	BEG NW COR LOT 8 SOUTHRIDGE ESTATES REPLAT, TH N 50', W 215.24' TO POB, S 341.70', W 339.19', N 345.71', E 339.18' TO POB 12 45 22				
	<i>(Note: Not to be used on legal documents)</i>				

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

Date created: 2/23/2024
 Last Data Uploaded: 2/23/2024 4:34:16 AM

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A LEASE AGREEMENT FOR HAY PRODUCTION ON PROPERTY AT THE NORTH AND CENTRAL SEWER PLANTS.

WHEREAS, the City of Sedalia, Missouri has received a proposal to enter into a lease agreement with Joshua Stevenson for the leasing of City land adjacent to the North Sewer Plant and Central Sewer Plant for hay production; and

WHEREAS, under the proposal, the City of Sedalia, Missouri shall lease the property to Joshua Stevenson for a total of Seven Hundred Twenty Dollars (\$720.00) for a period of 3-years with the option of up to (2) 1-year extensions as more fully described in the proposed lease attached to this ordinance and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri hereby authorizes the agreement by and between the City of Sedalia, Missouri and Joshua Stevenson for the leasing of City land adjacent to the North Sewer Plant and Central Sewer for hay production.

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

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

Section 4. This ordinance shall be in 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 1st day of April, 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 1st day of April, 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

To: Kelvin Shaw, City Administrator
Through: Matthew Wirt, Assistant City Administrator MW
From: Elizabeth Nations, Executive Administrative Assistant
Date: March 27, 2024
Subject: IFB 2024-019 Hay Production on City Properties

The Public Works Department solicited bids from those interested in mowing, baling and removing hay from various City owned properties with the added option of any crop found to be acceptable by the City would be considered as an alternative to hay. There were sixteen (16) parcels up for bid. The leases are to be for three years with an option of up to two one-year extensions with the lease payment for year one due when the lease is signed and yearly payments due on the anniversary of that date.

Bidders included:

- Cedar Ridge Farms, 16788 Ream Spring Rd., Sedalia, MO 65301
- Joshua Stevenson, 26393 Hwy. HH, Sedalia, MO 65301
- Zimmer Farms LCC, 27216 Hwy. JJ, Cole Camp, MO 65325
- David Murray, 2808 Monsees Dr., Sedalia, MO 65301
- Craig Cattle Farms, 4642 Hawk Rd., Florence, MO 65329

After reviewing the bids, Public Works would like to award the leases as follows:

- Joshua Stevenson-North Sewer Plant and West (Central) Sewer Plant-for a total of \$720.00
- Zimmer Farms LLC-Water Division-for a total of \$3,750.00
- David Murray-Rail Spur-for a total of \$4,344.44
- Craig Cattle Farms-Animal Shelter, Springfork Lake and the old landfill-for a total of \$7,227.00

TABULATION OF BIDS
Hay Production on City Properties
March 25, 2024 2:30pm - Council Chambers

Name	Address	Acres	Cedar Ridge Farms 16788 Ream Spring Rd Sedalia, MO 65301	Joshua Stevenson 26393 Hwy HH Sedalia, MO 65301	Zimmer Farms LLC 27216 Hwy JJ Cole Camp, MO 65325	David Murray 2808 Monsees Dr. Sedalia, MO 65301	Craig Cattle Farms 4642 Hawk Rd Florence, MO 65329
			Ext. Price	Ext. Price	Ext. Price	Ext. Price	Ext. Price
North Sewer Plant	Georgetown Rd.	3.191	No Bid	\$120.00	No Bid	No Bid	No Bid
North Sewer Plant	Hwy. H	12.229	No Bid	\$480.00	No Bid	No Bid	No Bid
Rail Spur	1	5.29	No Bid	\$200.00	No Bid	\$317.40	No Bid
Rail Spur	2	15.52	No Bid	\$620.00	No Bid	\$931.20	No Bid
Rail Spur	3	5.236	No Bid	\$200.00	No Bid	\$65.24	No Bid
Rail Spur	4	4.37	No Bid	\$160.00	No Bid	\$262.20	No Bid
Rail Spur	5	9.325	No Bid	\$360.00	No Bid	\$559.20	No Bid
Rail Spur	6	25.38	No Bid	\$1,000.00	No Bid	\$1,522.80	No Bid
Rail Spur	7	11.44	No Bid	\$440.00	No Bid	\$686.40	No Bid
Animal Shelter	2420 S. New York	15.65	No Bid	\$620.00	No Bid	No Bid	\$1,170.00
Spring Fork Lake	24688 Spring Fork Rd.	13.184	No Bid	No Bid	No Bid	No Bid	\$1,014.00
Water Division	28200 Water Works Rd.	10	No Bid	\$400.00	\$3,750.00	No Bid	\$1,230.00
West (central) Sewer Plant	3000 W. Main	3.179	No Bid	\$120.00	No Bid	No Bid	No Bid
Old Landfill	23195 Cherry Tree Lane	25.018	\$1,876.35	\$1,000.00	No Bid	\$750.60	\$2,625.00
Old Landfill	23195 Cherry Tree Lane	3.277	\$245.78	\$120.00	No Bid	\$49.20	\$234.00
Old Landfill	Rear Land	28.238	\$2,117.85	\$1,120.00	No Bid	\$423.60	\$2,184.00
	TOTAL		\$4,239.98	\$6,960.00	\$3,750.00	\$5,567.84	\$8,457.00
Notes:					If bid accepted - will continue with corn/soybean production	\$5567.84/3 years= \$1,855.946/year	
Acknowledge Addendum 1 & 2			Yes	Yes	Yes	Yes	Yes

LEASE AGREEMENT

This lease made and entered into this ____ day of April 2024, by and between the City of Sedalia, Missouri a municipal corporation, hereinafter designated as “Lessor”, and Joshua Stevenson, 26933 Hwy. HH, Sedalia, MO 65301 hereinafter designated as “Lessee”, witnessed:

In consideration of promises and agreements hereinafter set forth, the Lessor does hereby lease to the Lessee and the Lessee does hereby take the premises hereinafter described upon the terms and conditions, as follows:

1. The real estate and premises leased hereunder consists of approximately 18.59 acres, more or less. The leased property is to be used and maintained by Lessee as pasture/hay field.
2. Lessor reserves the right to demand possession of all or part of the leased premises at any time for any purpose. No poultry or other animal manure shall be used as fertilizer on the premises. Weeds should be kept to a minimum.
3. The said lease premises shall be used by the Lessee solely for a pasture/hay field, and such use shall be such that it will not interfere or otherwise impair the City operations.
4. The term of this Lease shall be from “April ____, 2024 ” to “April ____, 2024”.
5. The rental to be paid by the Lessee to the Lessor is \$720.00 dollars for a period of three years, with the initial payment of \$240.00 due on April ____, 2024 and the next payments are due on the anniversary contract date of April ____.
6. The agricultural operations and the expenses thereof of maintaining the pasture/hay field shall be the sole responsibility of the Lessee.

7. The Lessee does hereby agree to indemnify and hold harmless the Lessor of and from any claims or demands for loss and damages to both property and persons of any kind and nature arising out of the farming and agricultural operations performed by the Lessee or the agents of the Lease.

IN WITNESS WHEREOF, this Lease is executed at Sedalia, Missouri on the date first above written in duplicate.

CITY OF SEDALIA

BY: _____

Andrew Dawson, Mayor

LESSEE

BY: _____

Joshua Stevenson

ATTEST:

Jason Myers

City Clerk

CITY OF SEDALIA
IFB 2024-019
Hay Production on City Properties

SECTION 4: BID FORM

SUBMITTED BY: Joshua Stevenson
(Company Name)

BY: [Signature]
(Authorized Person's Signature)

Joshua Stevenson Owner
(Print or Type Name and Title of Signer)

(660) 287-5273
(Contact Phone)

26393 Hwy 111 Sedalia, Mo 65301
(Mailing Address)

Pursuant to and in accordance with IFB 2024-019, the above signed hereby declares that they have examined the IFB documents and scope of work listed within the Specifications Section of this IFB provided by the City and the bidder's response. The above signed bids and agrees, if their bid is accepted, to furnish the item(s)/service(s) submitted below, including delivery to Sedalia, Missouri in accordance with the delivery schedule indicated below and according to the prices for products/services information submitted by the Bidder.

ITEM	MAP ID	NAME	ADDRESS	ACREAGE	EXTENDED PRICE
1	1	North Sewer Plant	Georgetown Rd.	3.191	\$120.00
2	1	North Sewer Plant	Hwy. H	12.229	\$490.00
3	2	Rail Spur	1	5.29	\$200.00
4	2	Rail Spur	2	15.52	\$620.00
5	2	Rail Spur	3	5.236	\$200.00
6	2	Rail Spur	4	4.37	\$160.00
7	2	Rail Spur	5	9.325	\$360.00
8	2	Rail Spur	6	25.38	\$1,000.00
9	2	Rail Spur	7	11.44	\$440.00
10	3	Animal Shelter	2420 S. New York	15.65	\$620.00
11	4	Spring Fork Lake	24688 Spring Fork Rd.	13.184	No bid
12	5	Water Division	28200 Water Works Rd.	10	\$400.00
13	6	West (Central) Sewer Plant	3000 W. Main	3.179	\$120.00
14	7	Old Landfill	23195 Cherry Tree Lane	25.018	\$1,000.00
15	7	Old Landfill	23195 Cherry Tree Lane	3.277	\$120.00
16	7	Old Landfill	Rear Land	28.238	\$1,120.00
			TOTAL		\$6,960.00

Please See Exhibit 1 For Maps

CITY OF SEDALIA
IFB 2024-019
Hay Production on City Properties
AFFIDAVIT OF COMPLIANCE

To be submitted with bidder's response to the IFB for Hay Production on City Properties

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


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

Specific exceptions are as follows: _____

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

Company Name Joshua Stevenson

ADDENDA

By 
(Authorized Person's Signature)

Bidder acknowledges receipt of the following addendum:

Joshua Stevenson Owner
(Print or type name and title of signer)

Addendum No. 1

Addendum No. 2

Company Address 26393 Hwy 111

Addendum No. _____

Sedalia, MO 65701

Addendum No. _____

Addendum No. _____

Telephone Number (660) 287-5273

Email StevensonFencing2018@gmail.com

Fax Number: _____

Federal Tax ID No. 455-17-9276

Date: 3/21/2023

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A LEASE AGREEMENT FOR HAY PRODUCTION ON WATER DEPARTMENT PROPERTY LOCATED AT 28200 WATER WORKS ROAD.

WHEREAS, the City of Sedalia, Missouri has received a proposal to enter into a lease agreement with Zimmer Farms, LLC for the leasing of City land at 28200 Water Works Road for hay production; and

WHEREAS, under the proposal, the City of Sedalia, Missouri shall lease the property to Zimmer Farms, LLC for a total of Three Thousand Seven Hundred Fifty Dollars (\$3,750.00) for a period of 3-years with the option of up to (2) 1-year extensions as more fully described in the proposed lease attached to this ordinance and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri hereby authorizes the lease agreement by and between the City of Sedalia, Missouri and Zimmer Farms, LLC for the leasing of City land at 28200 Water Works Road for hay production.

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

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

Section 4. This ordinance shall be in 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 1st day of April, 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 1st day of April, 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

To: Kelvin Shaw, City Administrator
Through: Matthew Wirt, Assistant City Administrator *MW*
From: Elizabeth Nations, Executive Administrative Assistant
Date: March 27, 2024
Subject: IFB 2024-019 Hay Production on City Properties

The Public Works Department solicited bids from those interested in mowing, baling and removing hay from various City owned properties with the added option of any crop found to be acceptable by the City would be considered as an alternative to hay. There were sixteen (16) parcels up for bid. The leases are to be for three years with an option of up to two one-year extensions with the lease payment for year one due when the lease is signed and yearly payments due on the anniversary of that date.

Bidders included:

- Cedar Ridge Farms, 16788 Ream Spring Rd., Sedalia, MO 65301
- Joshua Stevenson, 26393 Hwy. HH, Sedalia, MO 65301
- Zimmer Farms LCC, 27216 Hwy. JJ, Cole Camp, MO 65325
- David Murray, 2808 Monsees Dr., Sedalia, MO 65301
- Craig Cattle Farms, 4642 Hawk Rd., Florence, MO 65329

After reviewing the bids, Public Works would like to award the leases as follows:

- Joshua Stevenson-North Sewer Plant and West (Central) Sewer Plant-for a total of \$720.00
- Zimmer Farms LLC-Water Division-for a total of \$3,750.00
- David Murray-Rail Spur-for a total of \$4,344.44
- Craig Cattle Farms-Animal Shelter, Springfork Lake and the old landfill-for a total of \$7,227.00

LEASE AGREEMENT

This lease made and entered into this ____ day of April 2024, by and between the City of Sedalia, Missouri a municipal corporation, hereinafter designated as “Lessor”, and Zimmer Farms LLC, 27216 Hwy. JJ, Cole Camp, MO 65325 hereinafter designated as “Lessee”, witnessed:

In consideration of promises and agreements hereinafter set forth, the Lessor does hereby lease to the Lessee and the Lessee does hereby take the premises hereinafter described upon the terms and conditions, as follows:

1. The real estate and premises leased hereunder consists of approximately 10.00 acres, more or less. The leased property is to be used and maintained by Lessee as corn/soybean field.
2. Lessor reserves the right to demand possession of all or part of the leased premises at any time for any purpose. No poultry or other animal manure shall be used as fertilizer on the premises. Weeds should be kept to a minimum.
3. The said lease premises shall be used by the Lessee solely for a corn/soybean field, and such use shall be such that it will not interfere or otherwise impair the City operations.
4. The term of this Lease shall be from “April ___, 2024 ” to “April ___, 2024”.
5. The rental to be paid by the Lessee to the Lessor is \$3,750.00 dollars for a period of three years, with the initial payment of \$1,250.00 due on April ___, 2024 and the next payments are due on the anniversary contract date of April ___.
6. The agricultural operations and the expenses thereof of maintaining the corn/soybean field shall be the sole responsibility of the Lessee.

7. The Lessee does hereby agree to indemnify and hold harmless the Lessor of and from any claims or demands for loss and damages to both property and persons of any kind and nature arising out of the farming and agricultural operations performed by the Lessee or the agents of the Lease.

IN WITNESS WHEREOF, this Lease is executed at Sedalia, Missouri on the date first above written in duplicate.

CITY OF SEDALIA

BY: _____

Andrew Dawson, Mayor

LESSEE

BY: _____

Zimmer Farms LLC

ATTEST:

Jason Myers

City Clerk

CITY OF SEDALIA
IFB 2024-019
Hay Production on City Properties

SECTION 4: BID FORM

SUBMITTED BY: ZIMMER FARMS LLC
(Company Name)

BY: James Todd Zimmer
(Authorized Person's Signature)

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

660-287-7525
(Contact Phone)

27216 Hwy 55 COLE CAMP MO 65325
(Mailing Address)

Pursuant to and in accordance with IFB 2024-019, the above signed hereby declares that they have examined the IFB documents and scope of work listed within the Specifications Section of this IFB provided by the City and the bidder's response. The above signed bids and agrees, if their bid is accepted, to furnish the item(s)/service(s) submitted below, including delivery to Sedalia, Missouri in accordance with the delivery schedule indicated below and according to the prices for products/services information submitted by the Bidder.

ITEM	MAP ID	NAME	ADDRESS	ACREAGE	EXTENDED PRICE
1	1	North Sewer Plant	Georgetown Rd.	3.191	NO BID
2	1	North Sewer Plant	Hwy. H	12.229	NO BID
3	2	Rail Spur	1	5.29	NO BID
4	2	Rail Spur	2	15.52	NO BID
5	2	Rail Spur	3	5.236	NO BID
6	2	Rail Spur	4	4.37	NO BID
7	2	Rail Spur	5	9.325	NO BID
8	2	Rail Spur	6	25.38	NO BID
9	2	Rail Spur	7	11.44	NO BID
10	3	Animal Shelter	2420 S. New York	15.65	NO BID
11	4	Spring Fork Lake	24688 Spring Fork Rd.	13.184	NO BID
12	5	Water Division	28200 Water Works Rd.	10	3750.00
13	6	West (Central) Sewer Plant	3000 W. Main	3.179	NO BID
14	7	Old Landfill	23195 Cherry Tree Lane	25.018	NO BID
15	7	Old Landfill	23195 Cherry Tree Lane	3.277	NO BID
16	7	Old Landfill	Rear Land	28.238	NO BID
			TOTAL		NO BID

Please See Exhibit 1 For Maps

CITY OF SEDALIA
IFB 2024-019
Hay Production on City Properties
AFFIDAVIT OF COMPLIANCE

To be submitted with bidder's response to the IFB for Hay Production on City Properties

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

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

Specific exceptions are as follows: I HAVE RAISED CORN AND SOYBEANS ON THIS PARCEL OF CITY PROPERTY FOR THE PAST 19 YEARS. I PLAN TO CONTINUE WITH THE SAME PRACTICES OF CORN AND SOYBEAN PRODUCTION SHOULD MY BID BE ACCEPTED.

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 ZIMMER FARMS LLC ADDENDA

By James Todd Zimmer
(Authorized Person's Signature)

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

Company Address 27216 Hwy 55

COLE CAMP

MO 65325

Telephone Number 660-287-7525

Fax Number: 660-668-3242

Date: 3-22-2024

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. 2

Addendum No.

Addendum No.

Addendum No.

Email toddzimmer@yahoo.com

Federal Tax ID No. 27-0002262

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A LEASE AGREEMENT FOR HAY PRODUCTION ON CITY-OWNED RAIL SPUR PROPERTY.

WHEREAS, the City of Sedalia, Missouri has received a proposal to enter into a lease agreement with David Murray for the leasing of City-owned Rail Spur property for hay production; and

WHEREAS, under the proposal, the City of Sedalia, Missouri shall lease the property to David Murray for a total of Four Thousand Three Hundred Forty-four Dollars and Forty-four Cents (\$4,344.44) for a period of 3-years with the option of up to (2) 1-year extensions as more fully described in the proposed lease attached to this ordinance and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri hereby authorizes the lease agreement by and between the City of Sedalia, Missouri and David Murray for the leasing of City-owned Rail Spur property of hay production.

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

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

Section 4. This ordinance shall be in 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 1st day of April, 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 1st day of April, 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

To: Kelvin Shaw, City Administrator
Through: Matthew Wirt, Assistant City Administrator MW
From: Elizabeth Nations, Executive Administrative Assistant
Date: March 27, 2024
Subject: IFB 2024-019 Hay Production on City Properties

The Public Works Department solicited bids from those interested in mowing, baling and removing hay from various City owned properties with the added option of any crop found to be acceptable by the City would be considered as an alternative to hay. There were sixteen (16) parcels up for bid. The leases are to be for three years with an option of up to two one-year extensions with the lease payment for year one due when the lease is signed and yearly payments due on the anniversary of that date.

Bidders included:

- Cedar Ridge Farms, 16788 Ream Spring Rd., Sedalia, MO 65301
- Joshua Stevenson, 26393 Hwy. HH, Sedalia, MO 65301
- Zimmer Farms LCC, 27216 Hwy. JJ, Cole Camp, MO 65325
- David Murray, 2808 Monsees Dr., Sedalia, MO 65301
- Craig Cattle Farms, 4642 Hawk Rd., Florence, MO 65329

After reviewing the bids, Public Works would like to award the leases as follows:

- Joshua Stevenson-North Sewer Plant and West (Central) Sewer Plant-for a total of \$720.00
- Zimmer Farms LLC-Water Division-for a total of \$3,750.00
- David Murray-Rail Spur-for a total of \$4,344.44
- Craig Cattle Farms-Animal Shelter, Springfork Lake and the old landfill-for a total of \$7,227.00

LEASE AGREEMENT

This lease made and entered into this ____ day of April 2024, by and between the City of Sedalia, Missouri a municipal corporation, hereinafter designated as “Lessor”, and David Murray, 2808 Monsees Dr., Sedalia, MO 65301 hereinafter designated as “Lessee”, witnessed:

In consideration of promises and agreements hereinafter set forth, the Lessor does hereby lease to the Lessee and the Lessee does hereby take the premises hereinafter described upon the terms and conditions, as follows:

1. The real estate and premises leased hereunder consists of approximately 76.56 acres, more or less. The leased property is to be used and maintained by Lessee as pasture/hay field.
2. Lessor reserves the right to demand possession of all or part of the leased premises at any time for any purpose. No poultry or other animal manure shall be used as fertilizer on the premises. Weeds should be kept to a minimum.
3. The said lease premises shall be used by the Lessee solely for a pasture/hay field, and such use shall be such that it will not interfere or otherwise impair the City operations.
4. The term of this Lease shall be from “April ____, 2024 ” to “April ____, 2024”.
5. The rental to be paid by the Lessee to the Lessor is \$4,344.44 dollars for a period of three years, with the initial payment of \$1,448.15 due on April ____, 2024 and the next payments are due on the anniversary contract date of April ____.
6. The agricultural operations and the expenses thereof of maintaining the pasture/hay field shall be the sole responsibility of the Lessee.

7. The Lessee does hereby agree to indemnify and hold harmless the Lessor of and from any claims or demands for loss and damages to both property and persons of any kind and nature arising out of the farming and agricultural operations performed by the Lessee or the agents of the Lease.

IN WITNESS WHEREOF, this Lease is executed at Sedalia, Missouri on the date first above written in duplicate.

CITY OF SEDALIA

BY: _____

Andrew Dawson, Mayor

LESSEE

BY: _____

David Murray

ATTEST:

Jason Myers
City Clerk

CITY OF SEDALIA
IFB 2024-019
Hay Production on City Properties

SECTION 4: BID FORM

SUBMITTED BY: David Murray
(Company Name)

BY: [Signature]
(Authorized Person's Signature)

David Murray
(Print or Type Name and Title of Signer)

660 460-0118
(Contact Phone)

2808 Monsees Dr Sedalia MO
(Mailing Address)

Pursuant to and in accordance with IFB 2024-019, the above signed hereby declares that they have examined the IFB documents and scope of work listed within the Specifications Section of this IFB provided by the City and the bidder's response. The above signed bids and agrees, if their bid is accepted, to furnish the item(s)/service(s) submitted below, including delivery to Sedalia, Missouri in accordance with the delivery schedule indicated below and according to the prices for products/services information submitted by the Bidder.

ITEM	MAP ID	NAME	ADDRESS	ACREAGE	EXTENDED PRICE
1	1	North Sewer Plant	Georgetown Rd.	3.191	- N.B.I.D
2	1	North Sewer Plant	Hwy. H	12.229	- N.B.I.D
3	2	Rail Spur	1	5.29	317.40
4	2	Rail Spur	2	15.52	931.20
5	2	Rail Spur	3	5.236	65.236
6	2	Rail Spur	4	4.37	262.20
7	2	Rail Spur	5	9.325	559.20
8	2	Rail Spur	6	25.38	1522.80
9	2	Rail Spur	7	11.44	686.40
10	3	Animal Shelter	2420 S. New York	15.65	- N.B.I.D
11	4	Spring Fork Lake	24688 Spring Fork Rd.	13.184	- N.B.I.D
12	5	Water Division	28200 Water Works Rd.	10	- N.B.I.D
13	6	West (Central) Sewer Plant	3000 W. Main	3.179	- N.B.I.D
14	7	Old Landfill	23195 Cherry Tree Lane	25.018	750.60
15	7	Old Landfill	23195 Cherry Tree Lane	3.277	49.20
16	7	Old Landfill	Rear Land	28.238	428.60
			TOTAL		

Please See Exhibit 1 For Maps

$$\frac{5567.84}{3 \text{ years}} = 1855.946 \text{ per year}$$

CITY OF SEDALIA
IFB 2024-019
Hay Production on City Properties
AFFIDAVIT OF COMPLIANCE

To be submitted with bidder's response to the IFB for Hay Production on City Properties

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

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

Specific exceptions are as follows: _____

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

Company Name David Murray ADDENDA

By 
(Authorized Person's Signature)

Bidder acknowledges receipt of the following addendum:

David Murray
(Print or type name and title of signer)

Addendum No. PM

Addendum No. PM

Company Address _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Telephone Number _____

Email _____

Fax Number: _____

Federal Tax ID No. _____

Date: 3 22-24

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AN ORDINANCE AUTHORIZING A LEASE AGREEMENT FOR HAY PRODUCTION ON PROPERTIES AT THE ANIMAL SHELTER, SPRINGFORK LAKE AND OLD CITY LANDFILL.

WHEREAS, the City of Sedalia, Missouri has received a proposal to enter into a lease agreement with Craig Cattle Farms for the leasing of City land at the Animal Shelter, Springfork Lake, and old landfill for hay production; and

WHEREAS, under the proposal, the City of Sedalia, Missouri shall lease the property to Craig Cattle Farms for a total of Seven Thousand Two Hundred Twenty-seven Dollars (\$7,227.00) for a period of 3-years with the option of up to (2) 1-year extensions as more fully described in the proposed lease attached to this ordinance and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri hereby authorizes the lease agreement by and between the City of Sedalia, Missouri and Craig Cattle Farms for the leasing of City land at the Animal Shelter, Springfork Lake and old landfill for hay production.

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

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

Section 4. This ordinance shall be in 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 1st day of April, 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 1st day of April, 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

To: Kelvin Shaw, City Administrator
Through: Matthew Wirt, Assistant City Administrator MW
From: Elizabeth Nations, Executive Administrative Assistant
Date: March 27, 2024
Subject: IFB 2024-019 Hay Production on City Properties

The Public Works Department solicited bids from those interested in mowing, baling and removing hay from various City owned properties with the added option of any crop found to be acceptable by the City would be considered as an alternative to hay. There were sixteen (16) parcels up for bid. The leases are to be for three years with an option of up to two one-year extensions with the lease payment for year one due when the lease is signed and yearly payments due on the anniversary of that date.

Bidders included:

- Cedar Ridge Farms, 16788 Ream Spring Rd., Sedalia, MO 65301
- Joshua Stevenson, 26393 Hwy. HH, Sedalia, MO 65301
- Zimmer Farms LCC, 27216 Hwy. JJ, Cole Camp, MO 65325
- David Murray, 2808 Monsees Dr., Sedalia, MO 65301
- Craig Cattle Farms, 4642 Hawk Rd., Florence, MO 65329

After reviewing the bids, Public Works would like to award the leases as follows:

- Joshua Stevenson-North Sewer Plant and West (Central) Sewer Plant-for a total of \$720.00
- Zimmer Farms LLC-Water Division-for a total of \$3,750.00
- David Murray-Rail Spur-for a total of \$4,344.44
- Craig Cattle Farms-Animal Shelter, Springfork Lake and the old landfill-for a total of \$7,227.00

LEASE AGREEMENT

This lease made and entered into this ____ day of April 2024, by and between the City of Sedalia, Missouri a municipal corporation, hereinafter designated as “Lessor”, and Craig Cattle Farms, 4642 Hawk Rd., Florence, MO 65329 hereinafter designated as “Lessee”, witnessed:

In consideration of promises and agreements hereinafter set forth, the Lessor does hereby lease to the Lessee and the Lessee does hereby take the premises hereinafter described upon the terms and conditions, as follows:

1. The real estate and premises leased hereunder consists of approximately 85.36 acres, more or less. The leased property is to be used and maintained by Lessee as pasture/hay field.
2. Lessor reserves the right to demand possession of all or part of the leased premises at any time for any purpose. No poultry or other animal manure shall be used as fertilizer on the premises. Weeds should be kept to a minimum.
3. The said lease premises shall be used by the Lessee solely for a pasture/hay field, and such use shall be such that it will not interfere or otherwise impair the City operations.
4. The term of this Lease shall be from “April ____, 2024 ” to “April ____, 2024”.
5. The rental to be paid by the Lessee to the Lessor is \$7,227.00 dollars for a period of three years, with the initial payment of \$2,409.00 due on April ____, 2024 and the next payments are due on the anniversary contract date of April ____.
6. The agricultural operations and the expenses thereof of maintaining the pasture/hay field shall be the sole responsibility of the Lessee.

7. The Lessee does hereby agree to indemnify and hold harmless the Lessor of and from any claims or demands for loss and damages to both property and persons of any kind and nature arising out of the farming and agricultural operations performed by the Lessee or the agents of the Lease.
8. The Lessee acknowledges no cultivating may be done at the Cherry Tree Lane property on the landfill cap as determined by the Missouri Department of Natural Resources.

IN WITNESS WHEREOF, this Lease is executed at Sedalia, Missouri on the date first above written in duplicate.

CITY OF SEDALIA

BY: _____

Andrew Dawson, Mayor

LESSEE

BY: _____

Craig Cattle Farms

ATTEST:

Jason Myers
City Clerk

CITY OF SEDALIA
IFB 2024-019
Hay Production on City Properties

SECTION 4: BID FORM

SUBMITTED BY: Craig Cattle Farms
(Company Name)

BY: [Signature]
(Authorized Person's Signature)

Brandon A. Craig
(Print or Type Name and Title of Signer)

1660 221 4238
(Contact Phone)

4642 Hawk Rd Florence mo 65329
(Mailing Address)

Pursuant to and in accordance with IFB 2024-019, the above signed hereby declares that they have examined the IFB documents and scope of work listed within the Specifications Section of this IFB provided by the City and the bidder's response. The above signed bids and agrees, if their bid is accepted, to furnish the item(s)/service(s) submitted below, including delivery to Sedalia, Missouri in accordance with the delivery schedule indicated below and according to the prices for products/services information submitted by the Bidder.

ITEM	MAP ID	NAME	ADDRESS	ACREAGE	EXTENDED PRICE
1	1	North Sewer Plant	Georgetown Rd.	3.191	0 No Bid
2	1	North Sewer Plant	Hwy. H	12.229	0 No Bid
3	2	Rail Spur	1	5.29	0 No Bid
4	2	Rail Spur	2	15.52	0 No Bid
5	2	Rail Spur	3	5.236	0 No Bid
6	2	Rail Spur	4	4.37	0 No Bid
7	2	Rail Spur	5	9.325	0 No Bid
8	2	Rail Spur	6	25.38	0 No Bid
9	2	Rail Spur	7	11.44	0 No Bid
10	3	Animal Shelter	2420 S. New York	15.65	\$1,170.00
11	4	Spring Fork Lake	24688 Spring Fork Rd.	13.184	\$1,014.00
12	5	Water Division	28200 Water Works Rd.	10	\$1,230.00
13	6	West (Central) Sewer Plant	3000 W. Main	3.179	0 No Bid
14	7	Old Landfill	23195 Cherry Tree Lane	25.018	\$2,625.00
15	7	Old Landfill	23195 Cherry Tree Lane	3.277	\$234.00
16	7	Old Landfill	Rear Land	28.238	\$2,184.00
			TOTAL		

Please See Exhibit 1 For Maps

CITY OF SEDALIA
IFB 2024-019
Hay Production on City Properties
AFFIDAVIT OF COMPLIANCE

To be submitted with bidder's response to the IFB for Hay Production on City Properties


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

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

Specific exceptions are as follows: _____

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

Company Name Craig Cattle Farms

By 
(Authorized Person's Signature)

Brandon A. Craig
(Print or type name and title of signer)

Company Address 4642 Hawk Rd.

Florence MO 65329

Telephone Number 660 221 4238

Fax Number: N/A

Date: 3/24/24

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. 2

Addendum No. _____

Addendum No. _____

Addendum No. _____

Email craigcattlefarms@icloud.com

Federal Tax ID No. N/A

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A FINANCIAL ASSISTANCE AGREEMENT FOR STORMWATER IMPROVEMENT PROJECTS.

WHEREAS, the City of Sedalia, Missouri has received a proposal to enter into a Financial Assistance Agreement with the Missouri Department of Natural Resources for stormwater improvements; and

WHEREAS, under the agreement the City of Sedalia, Missouri will receive a Federal award in an amount not to exceed Six Hundred Sixty-two Thousand Three Hundred Ninety-six Dollars and Forty Cents (\$662,396.40) to be used for the stormwater improvement projects as more fully described in the proposed agreement attached to this ordinance and incorporated by reference herein. The City is obligated to provide local matching funds of \$662,396.40.

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 Financial Assistance Agreement by and between the City of Sedalia, Missouri and the Missouri Department of Natural Resources as it has been proposed.

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

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

Section 4. This ordinance shall be in 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 1st day of April, 2024.

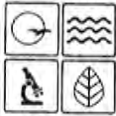
Presiding Officer of the Council

Approved by the Mayor of said City this 1st day of April, 2024.

Andrew L. Dawson, Mayor

Attest:

Jason S. Myers, City Clerk



MISSOURI DEPARTMENT OF NATURAL RESOURCES
FINANCIAL ASSISTANCE AGREEMENT

Assistance as described herein is hereby offered and accepted effective upon signature of authorized officials for the dates indicated in Budget Period and Project Period below.

RECIPIENT INFORMATION

RECIPIENT NAME City of Sedalia		RECIPIENT TELEPHONE NUMBER WITH AREA CODE (660) 827-3000	
ADDRESS 200 S. Osage Avenue		CITY Sedalia	STATE MO
UNIQUE ENTITY ID NBRKXF5U79J4	AWARD NUMBER 587111D06756	BUDGET PERIOD 04-01-2024 to 03-31-2026	PROJECT PERIOD 04-01-2024 to 03-31-2026
RECIPIENT PROJECT MANAGER NAME Jeremy Stone		RECIPIENT PROJECT EMAIL ADDRESS jstone@sedalia.com	PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE (660) 827-3000 ext. 1163

PROJECT INFORMATION

RECIPIENT PROJECT TITLE AND PROJECT DESCRIPTION (ATTACH ADDITIONAL PAGES AS NECESSARY)

Stormwater Improvements Project - Partial Award Project
 The project includes the construction of enclosed storm sewers, installation of pipes and inlets, and the modification of existing channels. The grant to the city is consistent with the requirements described in the Notice of Funding Opportunity.

TYPE OF ASSISTANCE New Award <input checked="" type="checkbox"/> Amendment <input type="checkbox"/>	SOURCE OF FUNDING Federal <input checked="" type="checkbox"/> State <input type="checkbox"/> Other <input type="checkbox"/>	CFDA NUMBER 21.027	CFDA NAME Coronavirus State and Local Fiscal Recovery Funds
STATE PROJECT MANAGER NAME Maria Dorsey		STATE PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE (573) 522-2395	INDIRECT COST RATE FOR RECIPIENT 0%

RESEARCH AND DEVELOPMENT YES NO

RESEARCH AND DEVELOPMENT COMMENTS IF NEEDED

PROJECT FUNDING	Original Amount	Original Percentage	Amended Amount	Amended Percentage	Total Amount	Total Percentage
Federal Award:	\$ 662,396.40	50.00 %	\$	%	\$ 662,396.40	50.00 %
State/Other Award:	\$	%	\$	%	\$ 0.00	%
Recipient Match:	\$ 662,396.40	50.00 %	\$	%	\$ 662,396.40	50.00 %
Total Award:	\$ 1,324,792.80	100.00 %	\$ 0	0.00 %	\$ 1,324,792.80	100.00 %

AGREEMENT ADMINISTRATION

THE ATTACHMENTS IDENTIFIED BELOW ARE INCORPORATED BY REFERENCE AS THOUGH FULLY RESTATED HEREIN. THE RECIPIENT AGREES TO ADMINISTER THIS AGREEMENT IN ACCORDANCE WITH ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS INCLUDING, BUT NOT LIMITED TO:

APPLICABLE PROGRAM GUIDELINES *See Federal Award Information Section	APPLICATION NUMBER 587111D06756	RECIPIENT APPLICATION, AS NEGOTIATED, DATED 06/21/2022
--	---	--

BUDGET PLAN Attachment #	DETAILED SCOPE OF WORK Attachment #	SPECIAL CONDITIONS Attachment # 2	GENERAL TERMS AND CONDITIONS Attachment # 1	SUSPENSION/DEBARMENT Attachment #	PUBLIC LAW Attachment #
PUBLICATIONS Attachment #	EPA MBE/WBE UTILIZATION Attachment #	CERTIFICATE REGARDING LOBBYING Attachment #	INVOICE Attachment #	ADDITIONAL ATTACHMENTS Attachment # 3 Attachment # 4	

AMENDMENT INFORMATION

AMENDMENT ID	AMENDMENT DESCRIPTION (ATTACH ADDITIONAL PAGES AS NECESSARY)
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FEDERAL AWARD INFORMATION (ATTACH ADDITIONAL PAGES AS NECESSARY)

FEDERAL AWARD PROJECT TITLE AND DESCRIPTION

U.S. Department of Treasury, Coronavirus State Fiscal Recovery Fund

***Section 603(b) of the Social Security Act as added by Section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021) and implementing regulations and guidance.**

FEDERAL AWARDING AGENCY United States Department of Treasury	FEDERAL AWARD ID NUMBER 073134579	PASS THROUGH ENTITY NAME MoDNR, and State of Missouri, Office of Administration
FEDERAL FUNDING YEAR 2022	FEDERAL AWARD DATE 07/28/21	TOTAL AMOUNT OF FEDERAL AWARD \$ 2,685,296,130.80
		INDIRECT COST RATE FOR MoDNR 0.00 %

HAVE YOU OR AN IMMEDIATE FAMILY MEMBER EVER SERVED IN THE U.S. ARMED FORCES? YES NO
 *This question is optional.

IF YES, WOULD YOU LIKE INFORMATION ABOUT MILITARY-RELATED SERVICES IN MISSOURI? YES NO
 *This question is optional.

APPROVAL

I am at least 18 years old, and certify I am duly authorized to accept this award for recipient using electronic signature. The recipient understands and agrees it is a condition precedent to receive reimbursement that recipient comply with and is not in breach or default of all terms and conditions of this award stated above and attached hereto, and that no request for reimbursement will be processed unless it is presented in proper form.

RECIPIENT ORGANIZATION AUTHORIZED OFFICIAL NAME AND TITLE (TYPED) Kelvin L. Shaw City Administrator	SIGNATURE <i>Kelvin L. Shaw</i>	DATE <i>3/26/24</i>
DEPARTMENT OF NATURAL RESOURCES DIRECTOR OR DESIGNEE NAME (TYPED) Darcy Bybee	SIGNATURE	DATE

Instructions for MoDNR staff completing Financial Assistance Agreement Form

Recipient Information: complete all fields

- Recipient Name – Must match the registered name in the System for Award Management (SAM). If the recipient is not yet registered in SAM, then they should be provided with information on how to register (<http://www.sam.gov>).
- Unique Identifier – Must match the unique identifier number in SAM. Currently it is the recipient's Data Universal Numbering System (DUNS) number which the recipient must have prior to the award. DUNS numbers may be obtained without charge at <http://fedgov.dnb.com/webform>.

Project Information: complete all fields

- CFDA Number – The Catalog of Federal Domestic Assistance (CFDA) number is found on the Notice of Award.
- CDFA Name – Is found on the Notice of Award.
- Research and Development Comments – Complete field if checking "Yes" in the Research and Development field.
- Project Funding – The Original Amount, Original Percent, Total Amount and Total Percentage fields must be completed. If the original agreement amount is being amended, the Amended Amount and Amended Percentage fields must also be completed.

Agreement Administration: complete all applicable fields.

Attachments included in the agreement packet should all be identified in this section.

Amendment Information: complete all fields if amending the agreement

- Amendment ID – Enter the amendment number (i.e., enter "1" if it is the first amendment, enter "2" if it is the second amendment, etc.).
- Amendment Description – Summarize what is being amended. Example: Original agreement amount is being increased by \$500,000 and the Budget Period and Project Periods are being extended six months.

Federal Award Information: Complete all fields if using federal funds for any part of the award. If the award is being funded by multiple federal grants, information on each grant must be included as an attachment.

- Federal Award Project Title and Description – Refer to the Notice of Award from the federal agency.
- Federal Awarding Agency – Designate from which federal agency MoDNR received pass through funds.
- Federal Award ID Number – Refer to the Notice of Award.
- Pass Through Entity Name – Enter information in this format: *Division, Program*.
- Federal Funding Year – Federal year the funding is provided.
- Federal Award Date – Date the federal award is signed by the authorized official of the Federal awarding agency. Refer to the Notice of Award.
- Total Amount of Federal Award – Enter the total amount awarded by the federal agency to include any amended amounts. Refer to the Notice of Award.
- Indirect Cost Rate for MoDNR – Current MoDNR rates can be found at <http://n-nr1ntra.ads.state.mo.us/das/rates-current.htm>.

Approval: complete fields below

- Department of Natural Resources Director Or Designee – Enter the name of the MoDNR director.
- Recipient Organization Authorized Official Name and Title – Enter the name and title of the person who will be signing on behalf of the recipient organization, if known.

TERMS AND CONDITIONS FOR GRANTEE
RECEIPT OF FEDERAL ARPA SFRF FUNDS

I. Use of Funds: City of Sedalia (“Grantee”) understands and agrees that the funds disbursed under this grant may only be used in compliance with section 602(c) of the Social Security Act (“Act”), as added by Section 9901 of the American Rescue Plan Act (“ARPA”), Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223–26, and the U.S. Department of the Treasury (“Treasury”)’s regulations implementing that section and guidance, and in compliance with all other restrictions and specifications on use set forth in or applicable through this agreement. Grantee will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project.

Period of Performance: The period of performance for this award begins on the date hereof and ends on 03-31-2026. Grantee may use funds granted under this agreement to cover eligible costs incurred during the period of performance, but no later than 03-31-2026.

Reporting: Grantee agrees to comply with any reporting obligations established by Treasury or the State of Missouri (“State”), as it relates to this grant. Those reporting obligations shall include, without limitation, the following: reporting that is necessary for the State to comply with the Treasury’s Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds, Version: 2, dated April 1, 2022 and any later versions of that publication.¹

Maintenance of and Access to Records: Grantee shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the Act and Treasury’s regulations implementing that section and guidance regarding the eligible uses of funds. Grantee shall also maintain records and financial documents: 1. sufficient for the State, with respect to Grantee’s participation in this grant agreement, to evidence compliance with section 602(c) of the Act and Treasury’s regulations implementing that section and guidance regarding the eligible uses of funds; and 2. necessary for the State, with respect to Grantee’s participation in this grant agreement, to comply with obligations under 2 C.F.R. Part 200 and any other applicable law. For subrecipients, Grantee shall further maintain all records and financial documents necessary for: 1. Grantee to comply with obligations as a subrecipient under 2 C.F.R. Part 200; and 2. the State to comply with obligations as a pass-through entity under 2 C.F.R. Part 200. The Treasury Office of Inspector General, the Government Accountability Office, their authorized representatives, the State, or its authorized representatives, shall have the right of access to records and documents (electronic and otherwise) of Grantee in order to conduct audits or other investigations or reviews.²

¹ For subrecipients, in the case of an additional reporting requirement imposed by the State under 2 C.F.R. § 200.332(a)(3), this agreement shall be amended.

² For subrecipients, the State’s right of access in this paragraph includes, but is not limited to, the right set forth at 2 C.F.R. § 200.332(a)(5) that “the pass-through entity and auditors [shall] have

Records shall be maintained by Grantee for a period of five (5) years after all funds have been expended or returned to the State, whichever is later. Wherever practicable, records should be collected, transmitted, and stored in open and machine-readable formats. Grantee's obligations under this section shall include, without limitation, maintenance of the following specified types of records and financial documents: documents that are necessary for the State to comply with the Treasury's Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds, Version: 2, dated April 1, 2022 and any later versions of that publication.³

Pre-award Costs: Pre-award costs, as defined at 2 C.F.R. § 200.458, may not be paid with funding from this grant.

Conflicts of Interest: For subrecipients only, Grantee understands and agrees that it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this grant. Grantee must disclose in writing to Treasury or the State, as appropriate, any potential conflict of interest affecting the granted funds in accordance with 2 C.F.R. § 200.112.

Compliance with Applicable Law and Regulations: Grantee agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, guidance issued by Treasury regarding the foregoing, and all other restrictions and specifications set forth in or applicable through this agreement. Grantee also agrees to comply with all other applicable state and federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this grant.

Federal regulations applicable to this grant include, without limitation, the following:

i. For subrecipients only, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this grant and subject to such exceptions as may be otherwise provided by Treasury. Excepting for-profit subrecipients, Subpart F – Audit Requirements of Uniform Guidance, implementing the Single Audit Act, shall apply to this grant;

ii. For subrecipients only, Universal Identifier and System for Award Management ("SAM"), 2 C.F.R. Part 25, pursuant to which the award term set forth at Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;

iii. For subrecipients only, Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth at Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;

access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part."

³ For subrecipients, in the case of an additional record-keeping requirement imposed by the State under 2 C.F.R. § 200.332(a)(3), this agreement shall be amended.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, and Treasury's implementing regulation at 31 C.F.R. Part 19, including both the requirement to comply with that part's Subpart C as a condition of participation in this transaction, and the requirement to pass the requirement to comply with that subpart to each person with whom the participant enters into a covered transaction at the next lower tier;

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth at 2 C.F.R. Part 200, Appendix XII, is hereby incorporated by reference;

vi. For subrecipients only, Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;

vii. For subrecipients only, New Restrictions on Lobbying, 31 C.F.R. Part 21;

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601–4655) and implementing regulations; and

ix. Generally applicable federal environmental laws and regulations.

Federal statutes and regulations prohibiting discrimination applicable to this grant include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. For subrecipients and local governments only, Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Remedial Actions: The State reserves the right to impose additional conditions or requirements on Grantee's receipt of this grant, as the State deems necessary or advisable, in order

to facilitate compliance with any existing or additional conditions or requirements imposed upon the State by Treasury for the State's receipt of ARPA funds. The State also reserves the right to seek recoupment or repayment of this grant in whole or in part, in the event that Treasury seeks recoupment or repayment of payments made to the State, for reasons relating to Grantee's acts or omissions respecting this grant. These reservations are expressed without limitation to any other rights the State may hold, either to impose additional conditions or requirements on Grantee's receipt of this grant or to recoup this grant in whole or in part, under this agreement or other applicable law.

Hatch Act: Grantee agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

False Statements: Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

Publications: Any publications produced with funds from this grant must display the following language: "This product [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to State of Missouri by the U.S. Department of the Treasury."

Debts Owed State and Federal Government: Any funds paid to Grantee (1) in excess of the amount to which Grantee is finally determined to be authorized to retain under the terms of this grant; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Grantee shall constitute a debt owed by the State to the federal government. In such instance, the funds constituting the State's debt to the federal government shall also constitute Grantee's debt to the State. Debts owed by Grantee to the State must be paid promptly by Grantee. A debt owed the State by Grantee under this agreement is delinquent if it has not been paid by the date specified in the State's initial demand for payment, unless other satisfactory arrangements have been made or if Grantee knowingly or improperly retains funds that are a debt as defined in this paragraph. The State will take any actions available to it to collect such a debt, including but not limited to actions available to it under the "Remedial Actions" paragraph found in this same section (I) above. The rights of the State as expressed in this paragraph are in addition to, and do not imply the exclusion of, any other rights the State may have under applicable law to collect a debt or seek damages from Grantee.

Disclaimer: In its award of federal financial assistance to the State, Treasury provides that the United States expressly disclaims any and all responsibility or liability to the State or third persons for the actions of the State or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract or subcontract under this award. Furthermore, in its award of federal financial assistance to the State, Treasury

also states that the acceptance of this award by the State does not in any way establish an agency relationship between the United States and the State. This disclaimer applies with equal force to this grant.

Protections for Whistleblowers: For grants to subrecipients exceeding \$250,000: In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced in the statement above includes the following:

- i. a member of Congress or a representative of a committee of Congress;
- ii. an Inspector General;
- iii. the Government Accountability Office;
- iv. a Treasury employee responsible for contract or grant oversight or management;
- v. an authorized official of the Department of Justice or other law enforcement agency;
- vi. a court or grand jury;
- vii. a management official or other employee of the State or Grantee who has the responsibility to investigate, discover, or address misconduct.

Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

Increasing Seat Belt Use in the United States: Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving: Pursuant to federal Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the State hereby encourages Grantee to adopt and enforce policies that ban text messaging while driving.⁴

II. By entering into this agreement, Grantee ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation,

⁴ Section I is based on requirements set forth in Treasury's Coronavirus State Fiscal Recovery Fund Award Terms and Conditions document, executed by the State on July 26, 2021.

denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by Treasury Title VI regulations at 31 C.F.R. Part 22 and other pertinent executive orders such as federal Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

Grantee acknowledges that federal Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency ("LEP"). Grantee understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and Treasury's implementing regulations. Accordingly, Grantee shall initiate reasonable steps, or comply with Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Grantee understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in Grantee's programs, services, and activities.

Grantee agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services, and activities. As a resource, Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.

Grantee acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Grantee and Grantee's successors, transferees, and assignees for the period in which such assistance is provided.

Grantee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this agreement.

Grantee shall cooperate in any enforcement or compliance review activities by Treasury or the State of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, Grantee shall comply with information requests, on-site compliance review, and reporting requirements.

Grantee shall maintain and provide to applicants, beneficiaries, their representatives, or any other party requesting the same, information on how to file a Title VI complaint of discrimination with the State of Missouri.

Grantee shall provide to the State documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between Grantee and the administrative agency that makes any such finding. If Grantee settles a case or matter alleging such discrimination, Grantee must provide to the State documentation of the settlement. If Grantee has not been the subject of any court or administrative agency finding of discrimination, Grantee shall so state.

The United States of America has the right to seek judicial enforcement of the terms of this assurances section and nothing in this section alters or limits the federal enforcement measures that the United States may take in order to address violations of this section or applicable federal law.

Under penalty of perjury, the undersigned certifies that he/she has read and understood this section's obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that Grantee is in compliance with the aforementioned nondiscrimination requirements.

By signing this certification, the undersigned represents his or her intention, and legal authorization, to do so on behalf of Grantee.⁵


Signature of Grantee's Authorized Representative

Date: 3/26/24

KELVIN L. SHAW
Printed Name of Authorized Representative

*****THE SECTIONS BELOW APPLY ONLY TO SUBRECIPIENTS*****

III. This grant to City of Sedalia ("Grantee") constitutes a subaward⁶ of federal financial assistance⁷ provided to the State of Missouri ("State") by the U.S. Department of Treasury.

⁵ Section II is based on requirements set forth in Treasury's Assurance of Compliance with Civil Rights Requirements document, executed by the State on July 26, 2021.

⁶ "Subaward" is defined at 2 C.F.R. § 200.1.

⁷ "Federal financial assistance" is defined at 2 C.F.R. § 200.1.

the Treasury (“Treasury”) pursuant to Section 602(b) of the Social Security Act (“Act”), as added by Section 9901 of the American Rescue Plan Act (“ARPA”), Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223–26. Grantee is a subrecipient⁸ and the State is a pass-through entity⁹ for purposes of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth at 2 C.F.R. Part 200. The following is provided to Grantee pursuant to 2 C.F.R. § 200.332(a)(1):

- Subrecipient name (which must match the name associated with its unique entity identifier): City of Sedalia
- Subrecipient's unique entity identifier: NBRKXF5U79J4
- Federal Award Identification Number (FAIN): 073134579
- Federal Award Date of award to the recipient by the Federal agency: 07/28/2021
- Subaward Period of Performance Start and End Date: 04-01-2024 to 03-31-2026
- Subaward Budget Period Start and End Date: 04-01-2024 to 03-31-2026
- Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient: 662,396.40
- Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation: 662,396.40
- Total Amount of the Federal Award committed to the subrecipient by the pass-through entity: 662,396.40
- Federal award project description: ARPA appropriated \$195.3 billion for payments from the Coronavirus State Fiscal Recovery Fund (“SFRF”) to states through Treasury. Act § 602(a)(3)(A), ARPA § 9901, 135 Stat. 4, 224. Those monies are for states “to mitigate the fiscal effects stemming from the public health emergency with respect to [COVID-19].” Act § 602(a)(1), ARPA § 9901, 135 Stat. 4, 223. The State has received more than \$2.6 billion in ARPA SFRF funds, separate from local government allocations. In accordance with the budget passed by the Missouri legislature, the State intends that these funds be utilized for the purposes set forth in ARPA, consistent with other applicable federal law. As part of this effort, the State has elected to distribute a portion of its SFRF funding to appropriate subrecipients.

⁸ “Subrecipient” is defined at 2 C.F.R. § 200.1.

⁹ “Pass-through entity” is defined at 2 C.F.R. § 200.1.

- Name of Federal awarding agency: U.S. Department of Treasury.
- Name of pass-through entity: State of Missouri.
- Contact information for awarding official of pass-through entity:
 - Name: Maria Dorsey
 - Phone Number: (573) 522-2395
 - Email Address: Maria.Dorsey@dnr.mo.gov
- Assistance Listings number and Title (pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement): 21.027 Coronavirus State and Local Fiscal Recovery Funds
- Identification of whether the award is R & D: No
- Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414: 0.0%

IV. For grants exceeding \$100,000:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form–LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who

fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By signing this certification, the undersigned represents his or her intention, and legal authorization, to do so on behalf of Grantee.¹⁰


Signature of Grantee's Authorized Representative

Date: 3/28/24

KELVIN L. SHAW
Printed Name of Authorized Representative

V. In addition to the other authorities identified in this agreement, Grantee must comply with 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”). The Uniform Guidance is an extensive body of federal rules, and so will not be recited here comprehensively. However, **Grantee must perform this agreement in compliance with the entirety of the Uniform Guidance, not just the provisions discussed in this section.**¹¹

Beyond its definitions and acronym identifications (Subpart A), the Uniform Guidance contains five subparts. Subpart B, “General Provisions,” includes a statement of purpose (which provides a general outline of the Part), 2 C.F.R. § 200.100, a provision on conflicts of interest (*see* Section III above), 2 C.F.R. § 200.112, and a provision on mandatory disclosures, 2 C.F.R. § 200.113. Subpart D, “Post Federal Award Requirements,” itself covers a range of topics. 2 C.F.R. § 200.302 requires, *inter alia*, that “financial management systems . . . must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award.” *Id.* at (a). 2 C.F.R. § 200.303 requires, *inter alia*, “[e]valuat[ion] and monitor[ing]” of “compliance with statutes, regulations and the terms and conditions of Federal awards,” as well as the “[t]ak[ing] [of] prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.” *Id.* at (c) and (d), respectively. Subpart D also includes “Property Standards.” 2 C.F.R. §§ 200.310–327. These sections address Grantee’s interaction

¹⁰ Section II is based on requirements set forth at 31 C.F.R. Part 21. Appendix A of that part sets forth this certification.

¹¹ 2 C.F.R. Part 200, Subpart F does not apply to for-profit entities. However, “[f]or-profit entities that receive SLFRF subawards . . . are subject to other audits as deemed necessary by authorized governmental entities, including Treasury and Treasury’s [Office of Inspector General].” Treasury’s *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*, published February 28, 2022 (Version 3.0), p.12, n.7. Such other audits may be imposed by the State. *Id.* *See also* 2 C.F.R. § 200.501. For-profit subrecipients shall comply with any audit requirements imposed by the State.

with equipment and real property, as well as providing standards for procurement. 2 C.F.R. § 200.329 addresses the monitoring and reporting of program performance. Beginning at 2 C.F.R. § 200.334, Subpart D lists numerous requirements for “Record Retention and Access,” which should be read in concert with the several terms and conditions of this agreement. Subpart E, “Cost Principles,” begins with provisions providing a basic framework for understanding and applying the bulk of these requirements. *See* 2 C.F.R. §§ 200.400 and .401. Subpart E includes a rule on “Reasonable Costs,” 2 C.F.R. § 200.404, which provides a definitional authority as well as primary factors for consideration. *Id.* This subpart also provides a considerable listing of “Selected Items of Cost,” and “General Provisions” for each. 2 C.F.R. §§ 200.420–.476. Subpart F is dedicated to the topic of audits. *See* 2 C.F.R. § 200.500 *et seq.* With certain qualifications, subrecipients are subject to audit pursuant to the federal Single Audit Act and this subpart of the Uniform Guidance. *See* n.12 above, and the authorities there cited.

**Special Terms and Conditions for Recipient
Missouri ARPA Water Infrastructure Grant Program
Grant Award Number: 587111D06756
Entity Name: City of Sedalia**

The following are special terms and conditions in addition to the federal terms and conditions for recipients.

I. Administrative Terms

1. **Method of Payment:** The recipient will request reimbursement through the American Rescue Plan Act (ARPA) Grant Management Portal at <https://moarpa.mo.gov> and will be reimbursed by the State of Missouri. The recipient agrees to submit requests for reimbursement along with supporting documentation no more frequently than monthly.

The Department allows the following reimbursement methods.

a. Reimbursement of incurred costs:

The recipient can request reimbursement of incurred costs. For reimbursement of incurred costs, the recipient must submit either paid or unpaid invoices with the request through the portal. Requests for reimbursement will be paid proportional to the Federal Award and Recipient Match percentages per the executed Financial Assistance Agreement (FAA). No reimbursement will be made for expenditures prior to award. No reimbursements will be made for expenditures incurred after the budget period end date unless a budget time period extension has been granted by the Department prior to the budget period end date.

The recipient shall be responsible for local cost share funds to pay all remaining eligible invoice amounts. In addition, the recipient is responsible for paying any ineligible costs and costs that exceed the grant award amount listed on the FAA.

b. Advance reimbursement:

The recipient can request a single advance payment of twenty-five percent of the total project cost. To request an advance payment the recipient must submit a cost estimate of the project. As work is completed, actual invoices equal to the advance payment must be submitted through the portal. On a case by case basis, the Department reserves the right to hold future reimbursement of incurred costs until invoices equal to the amount of the advance payment are submitted. No reimbursement will be made for advance payments prior to award. No reimbursements will be made for advance payments after the budget period end date unless a budget time period extension has been granted by the Department prior to the budget period end date.

c. Applicable to both methods:

All requests for reimbursement of incurred costs or advance payments must be approved by the authorized representative of the project. By submitting a request for reimbursement through the portal, the recipient is acknowledging that the project cost estimate or invoices are true, complete and accurate and are for the purposes and

objectives set forth in the terms and conditions of the FAA. You are aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject you to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

The Department will not reimburse expenses or disburse advance payments under any contracts until the Department has reviewed and approved said contracts. The Uniform Act requires applicable contract clauses required by 2 CFR 200.327, and recipients must follow the procurement standards in 2 CFR 200.318 through 200.327, including ensuring that the procurement methods used for the contracts are appropriate.

2. **Local Cost Share Funding:** Failure by the applicant to provide 100% of the local cost share that it committed to contribute to the project, as identified in the FAA, may cause the recipient to become ineligible to receive additional financial assistance from the Department. Failure to provide the required local cost share may also result in other enforcement remedies as stated in the federal rules found in 2 CFR Part 200 Subpart D, "Post Federal Award Requirements".
3. **Changes in Budget, Scope of Work, or Period of Performance:** The following is a non-exhaustive listing of when a recipient must request approval from the Department, in writing or through the messaging feature in the portal, to amend project budgets, scope of work, or period of performance:
 - a. When subcontracting, subgranting, or otherwise obtaining a third party to perform activities which are central to the purpose of the award.
 - b. To extend the budget or payment periods listed in the FAA. For these extensions, the recipient must notify the Department in writing or through the messaging feature in the portal. The request must include justification for the extension request, and a revised period of performance at least 90 calendar days before the end of the period of performance specified in the FAA.
4. **Disputes:** The recipient and the Department should attempt to resolve disagreements concerning the administration or performance of the FAA. If an agreement cannot be reached, the Department will provide a written decision. Such decision of the Department shall be final unless a request for review is submitted to the Division Director within ten (10) business days after the decision. Such request shall include:
 - (1) a copy of the Department's final decision; (2) a statement of the amount in dispute; (3) a brief description of the issue(s) involved; and (4) a concise statement of the objections to the final decision. A decision by the Department shall constitute final action.
5. **Termination:**
 - a. **Termination for Cause:** The Department may terminate any FAA, in whole or in part, at any time before the date of completion, whenever it is determined that the recipient has failed to comply with the terms and conditions of the FAA. The Department shall promptly notify the recipient in writing of such a

determination and the reasons for the termination, together with the effective date. The Department reserves the right to withhold all or a portion of agreement funds if the recipient violates any term or condition of this FAA. Termination for cause may be considered for evaluating future applications. The recipient may object to terminations with cause and may provide information and documentation challenging the termination.

- b. Termination for Convenience: Both the Department and the recipient may terminate the FAA, in whole or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds.
 - c. FAAs are not transferable to any person or entity.
 - d. Department and recipient remain responsible for compliance with all closeout requirements.
6. **Enforcement; Remedies for Noncompliance:** If the recipient falsifies any award document or materially fails to comply with any term of this FAA, the Department may take one or more of the following actions, as appropriate:
- a. Suspend or terminate, in whole or part, the current agreement;
 - b. Disallow all or part of the cost of the activity or action not in compliance;
 - c. Temporarily withhold payments pending the recipient's correction of the deficiency;
 - d. Withhold further awards from the recipient;
 - e. Order the recipient not to transfer ownership of equipment purchased with assistance money without prior Department approval; or
 - f. Take other remedies that may be legally available, including cost recovery, breach of contract, and suspension or debarment.
7. The recipient agrees to ensure that all space for conferences, meetings, conventions or training funded in whole or in part with Federal funds comply with the Hotel and Motel Fire Safety Act of 1990.
8. The recipient agrees to follow the requirements set out in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. § 6962). RCRA Section 6002 states that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in the guidelines contained in 40 CFR 247.

9. The recipient agrees that funds expended for the purposes of this FAA must be appropriated and made available by the Missouri General Assembly for each fiscal year included within the FAA period. Therefore, the FAA shall automatically terminate without penalty or termination costs if such funds are not appropriated and/or granted. In the event that funds are not appropriated and/or granted, the recipient shall not prohibit or otherwise limit the Department's right to pursue alternate solutions and remedies as deemed necessary for the conduct of state government affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the FAA.

II. Programmatic Terms

1. The recipient understands that the use of their work force to perform ARPA funded engineering or construction oversight is not eligible for reimbursement under Missouri's State ARPA program.
2. The recipient agrees to meet the project schedule provided with the funding application or the most recent amended schedule approved by the Department project manager unless justifiable delays occur due to unexpected circumstances. Whenever significant schedule changes occur, the recipient will provide the Department project manager with an amended schedule and an explanation for the changes.
3. In accordance with 8.960, RSMo, the recipient agrees to make prompt payment to its contractor(s) of sums due under this funding agreement and to retain only amounts as may be justified by specific circumstances and provisions of this funding agreement or the construction contract(s).
4. The recipient agrees that a manual or manuals describing the proper operation and maintenance of each system will be prepared prior to works in operation.
5. Generally Accepted Accounting Principles. The recipient shall maintain project accounts in accordance with generally accepted government accounting standards, including standards relating to the reporting of infrastructure assets.

III. Preaward

Costs incurred prior to the signing of the grant award may be reimbursed under specific circumstances.

- a. The costs must fall within all general eligibility requirements that are applicable to costs incurred after grant award. This includes state and federal procurement requirements for engineering expenses.
- b. ARPA funds may only be used to pay for preapproved costs incurred after March 03, 2021.

c. Costs must be consistent with 2 CFR 200.458.

Stormwater Infrastructure - DNR-SW-587111D06756

Contacts & Representatives

Applicant / Continuing Authority	City of Sedalia (bardrey@cityofsedalia.com) - 200 S. Osage Ave.	▼
Authorized Representative	City of Sedalia (bardrey@cityofsedalia.com) - 200 S. Osage Ave.	▼
Application Completed By	City of Sedalia (bardrey@cityofsedalia.com) - 200 S. Osage Ave.	▼
Architectural and Engineering Consultant	Select Contact...	▼

Applicant / Continuing Authority

Applicant Type	Incorporated Municipality	▼
Missouri Operating Permit No.	MO-R04C003	

General and Financial Information

Population		21,634
Population of area to be served (if different from the population of the entire service area)		21,634
Median Household Income (MHI) (per most recent ACS data)		42,152.00
Unemployment Rate (per most recent ACS data)		7.10
Percentage of households that meet the low-to-moderate income definition (per most recent ACS data)		50.02
Percentage of households in poverty (per most recent ACS data)		18.10
11-Digit Census Tract Number(s) for Project	29159480500 29159480600 29159480800	⌵
50% of population is served by the project part of a qualified census tract?	No	▼
System Outstanding Debt (Stormwater-related debt only)		0.00
Does the applicant have a dedicated repayment source that can be used for Stormwater projects?	No	▼
Does the applicant assess a fee for Stormwater service?	Yes	▼
If yes, please describe how it is assessed.	Use Tax - Parks and Stormwater (RSMo 644.032) State law allows municipalities to collect a sales tax in an amount not to exceed one-half of one percent on all retail sales made in such municipality after a vote of the public.	⌵

Project Description

Project Description	The City of Sedalia experiences rainfall that causes flooding throughout the City several times a year. Several flooding locations throughout the City occur annually while some locations only occur during extreme events. This project seeks to	
Will the project address a schedule of compliance or Administrative Order on Consent? Will the project bring a non-compliant system into compliance?	No	
If yes, please provide information below describing the current compliance issue.		
Has the applicant updated their Stormwater Management Plan (SWMP) to include a description of this project?	No	
Does the project tie to one of the minimum control measures (MCM)?	Yes	
Does the project create resiliency by mitigating hazardous wet weather events to improve operations and service?	Yes	
If yes, please explain.	The City considers this ongoing project to be a critical component of the City's stormwater and master drainage planning efforts related to flood hazard mitigation. This project will result in decreased repetitive losses and financial	
For minimum control measures, does the project tie to MCM 3: Illicit Discharge Detection and Elimination	Select Option...	
For minimum control measures, does the project tie to MCM 5: Management of Post Construction Runoff	Select Option...	
For minimum control measures, does the project tie to MCM 8: Flood Control Projects	Yes	
For minimum control measures, does the project tie to Other	Select Option...	
Please describe Other MCM		
Is this a Design-Build Project?	No	

Engineering Assessment

Has the applicant completed an engineering assessment?	Yes, it is attached with this application.	
If no, please enter the anticipated completion date for the engineering assessment.		

Architectural and Engineering Consultant

Has the applicant procured engineering services? (If yes, attach procurement documentation)	No	
---	----	--

Estimated Project Cost

Date of Cost Estimate	06/06/2022
-----------------------	------------

Engineering (Planning and Design)	
Engineering (Construction Phase)	
Engineering (Inspection)	
Land and Easements	
Construction	4,090,628.70
Equipment	
Other Cost	
Specify Other Cost	
Contingencies (estimate 10%)	454,514.30
Total Estimated Project Costs	4,545,143.00
Local Cost Share (Documentation committing other funds for cost share must be uploaded with the application. See Applicant Assurance of Local Share Form.)	2,272,571.50
ARPA Funding Request (this application only)	2,272,571.50

Expenditure Categories

Expenditure Categories: Please select the option that is most applicable to your project.

Other Problems Addressed

5.6-Clean Water: Stormwater

Estimated Project Schedule

Engineering Assessment complete date	06/06/2022
Engineering Plans and Specifications completed date	06/06/2022
Construction start date	01/01/2023
Initiation of operation date	04/01/2023
Project completion date	03/31/2025

Files

Project Location Map

Project Maps.pdf

Engineering Report

Final Plans Storm Drainage Improvements Area 13.pdf

Compliance Schedule or Other Enforcement Document

Procurement Documentation	Engineering services not requested.pdf	▼
Resolution of Governing Body of Applicant	doc20220614143334.pdf	▼
Local Cost Share	Stormwater - local cost share form.pdf	▼
Supplemental	Stormwater Local Cost Share Form Amended 062422.pdf	▼
Supplemental	FY22 Drainage Improvements Cost Estimate by Project Area.pdf	▼
Supplemental	Final Plans Storm Drainage Improvements 8 Areas.pdf	▼
Supplemental	Sedalia, MO Stormwater Master Plan 2022.pdf	▼
Supplemental		
Supplemental		

**Notice of Funding Opportunity for
State American Rescue Plan Act
Water Infrastructure Community Grant Programs**



**Financial Assistance Center
Division of Environmental Quality**

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Notice of Funding Opportunity for State American Rescue Plan Act Water Infrastructure Community Grant Programs

Purpose:

This guidance document describes the Missouri Department of Natural Resources' Financial Assistance Center's (FAC) procedure for soliciting, evaluating, and awarding State of Missouri American Rescue Plan Act (ARPA) grants to eligible recipients. It provides potential applicants important information necessary to understand the state ARPA water infrastructure community grant programs.

Authority:

On March 11, 2021, the President signed the American Rescue Plan Act of 2021 (the Act) into law (Section 602(b) of the Social Security Act, as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2). The Act will fund a multitude of efforts aimed at alleviating the COVID-19 pandemic and associated economic downturn. As part of those efforts, the ARPA provided over \$2.6 billion dollars to the State of Missouri for a number of uses, including funding "to make necessary investments in water, sewer, and broadband infrastructure."

Based on a recommendation by the Governor, the state legislature appropriated \$410 million dollars of state ARPA funds to the Department in state fiscal year 2023 to invest in Missouri's water infrastructure through community grant programs.

Intent:

The U.S. Department of Treasury's (Treasury) Final Rule (31 CFR Part 35¹) (the Final Rule) states that ARPA investments in water and sewer must be necessary. Treasury considers a necessary investment in infrastructure be one that is (1) responsive to an identified need to achieve or maintain an adequate minimum level of service, which may include a reasonable projection of increased need, whether due to population growth or otherwise and (2) a cost-effective means for meeting that need, taking into account available alternatives. The Department is offering a competitive, reimbursement grant opportunity for communities with infrastructure affordability challenges to complete necessary drinking water, wastewater, and stormwater capital-improvement infrastructure projects as well as lead service line inventories.

Program Details:

The Department's FAC will administer four separate ARPA grant programs for water and sewer infrastructure. Program-specific details can be found in the appendices to this document. These grant programs and their available funding amounts are listed below.

- Drinking water infrastructure projects: \$125 million
- Wastewater infrastructure projects: \$125 million
- Stormwater infrastructure projects: \$150 million
- Lead service line inventories: \$10 million

The maximum grant award for a drinking water, wastewater, or stormwater project will be \$5,000,000. The maximum grant award for a lead service line inventory project will be \$200,000. For drinking water, wastewater, and lead service line inventory funding, applicants may only apply for a single project within a particular grant category, but may submit separate applications for projects in different grant categories.

¹ <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

For instance, a city could apply for a wastewater grant and a lead service line inventory grant, but could not apply for two separate wastewater grants.

Additionally, the scoring criteria also prioritizes drinking water, wastewater, and stormwater projects that have a completed engineering report, facility plan, or other planning document. A professional engineer or similar professional must have reviewed and/or stamped these reports no more than three years prior to the application submission date. Older reports are acceptable if the report has been updated within the last three years and has been stamped by a professional engineer.

Local Cost Share (or “local match”):

Local cost share (or “local match”), of no less than one dollar, must be provided by the applicant for a project to be eligible for state ARPA funding. Each applicant must identify the amount of local cost share it intends to contribute to the project on the grant application. The applicant is required to provide an attestation committing local funds to the project, prior to award, with the “Assurance of Local Funds” form.

The Department will provide preference, through the awarding of additional points as described within the scoring criteria, to projects for which the applicant plans to contribute a local match greater than 1 percent.

Failure to contribute the promised local cost share may result in the Department withdrawing grant funding from a project.

Eligible Applicants:

The types of entities eligible to apply for each grant program vary by grant type. Applicants should review the eligibility lists in the appendices 1 through 4 for each grant program to ensure they are eligible to apply.

Eligible Costs:

A number of different types of projects are deemed eligible for ARPA funding under the Final Rule. The Final Rule states that all projects eligible under the State Revolving Fund (SRF) program are also eligible for ARPA funding. Following are links to the Drinking Water and Clean Water SRF Eligibility Handbooks.

EPA’s Drinking Water SRF Eligibility Handbook: https://www.epa.gov/sites/default/files/2019-10/documents/dwsrf_eligibility_handbook_june_13_2017_updated_508_version1.pdf

EPA’s Clean Water SRF Eligibility Handbook: https://www.epa.gov/sites/default/files/2016-07/documents/overview_of_cwsrf_eligibilities_may_2016.pdf

Applicants are strongly encouraged to review the handbooks before submitting a state ARPA grant application. Additionally, the final rule allows for several project types above and beyond those allowed by the SRF programs.

The Final Rule does place some specific restrictions on the use of ARPA funds. Specifically, an applicant cannot use ARPA funds to pay off debt service, fund judicial settlements or judgments, or replenish cash reserves. Additionally, an applicant may only use ARPA funds to pay for project costs incurred after March 03, 2021. All ARPA funds must be obligated to a project by December 31, 2024 and spent by December 31, 2026. Obligated means the applicant has entered into a signed state financial assistance agreement.

The State of Missouri will invest ARPA funds in Missouri's water infrastructure through construction grant programs for communities to address their capital infrastructure needs. Thus, certain project types allowed under the Final Rule will not be fundable through Missouri's ARPA grant programs. Generally, these not-fundable projects include projects serving individual homeowners and schools, chemical monitoring, educational programs, or projects exclusively for planning purposes that do not include construction work (with the exception of lead service line inventories). You can find specific examples of some Missouri ARPA fundable and not-fundable project types in the appendices for each grant program.

Local cost share (either cash on hand or local ARPA dollars) is required in order to submit an application for State ARPA funding. Applicants will receive priority during the scoring process based on the percent of local cost share contributed. Refer to the scoring rubrics for each funding program in appendices 1 through 4 for more information. Only cash on hand or local ARPA funds can be used as cost share for State ARPA funding. In-kind services and Federal funds* will not be accepted as cost share. Applicants will need to submit the Applicant Assurance of Local Cost Share Form with their application. Failure to commit the funds indicated on this form could result in the withdrawal of grant funding.

*The Department may consider granting an exception to allow use of Federal funds as local cost share for projects that are designed and ready to bid, and for which the federal funds have been awarded or will be within 30 days of the ARPA grant award. Such exceptions may be made at the Department's sole discretion at the time of application. Exceptions will be based on the Department's assessment of project readiness, including an estimated project schedule indicating the project completion date is prior to December 31, 2026.

Application Processing:

Applications will be accepted from May 16, 2022 to July 14, 2022. The Department will not consider applications submitted after July 14, 2022. Applicants must submit all applications through an online web portal at <https://moarpa.mo.gov>. The online application will include instructions throughout the form. There will not be a separate document for instructions. A sample application for each grant program for demonstration purposes only is found in the appendices. If an applicant does not have the ability to submit an online application, they may contact the Department at 573-751-1192 or at DNR.ARPA@dnr.mo.gov to discuss options.

The applicant will also be required to submit the following: Authorized Representative Form, Procurement Certification Form (not required with a lead service line inventory application), and Local Cost Share Form. The forms will be available through the online web portal and provided to applicants who do not have the ability to submit online.

Applicants are strongly encouraged to read this Notice of Funding Opportunity in its entirety, including all appendices and exhibits before completing an application.

Application scoring will begin July 15, 2022, and will conclude on or before October 12, 2022. The Department will conduct a preliminary review of all applications for completeness and will notify applicants of any missing information or documents. Failure to respond to this notification within two weeks will result in the disqualification of the application.

The Department will score applications for each of the four grant programs according to the criteria indicated for that program, found in appendices 1 through 4. The categories of scoring criteria are: affordability and financial capability, necessity of project to maintain reliable service, and engineering capability.

In the event of a tie, applicants will be evaluated first on their financial capability (excluding local cost share), then the status of their engineering report/facility plan, then on the application submission date, and finally on the size of the community.

Once scoring is complete a list of all applications and scores (including tie-breakers) will be publically posted. Applicants, successful and unsuccessful, will be listed in order according to their score. The highest scoring unsuccessful applicants will be placed on a waiting list. In the event that a successful applicant is unable to accept or complete a project, they will be bypassed and those grant funds will be made available to the applicants on the waiting list, starting with the highest scoring communities.

Though not required at the time of application, complete engineering reports, facility plans (unless exempt under 10 CSR 20-6.010(4)(B)), and stormwater planning documents must be submitted within 90 days after the submission of an application in order to be considered. Facility plans that require an anti-degradation review must have completed that process to be considered complete. Applications lacking the completed report by the deadline risk the possibility of not being considered for funding.

The Department will notify successful applicants through the online web portal shortly after the completion of the scoring period. A list of all successful applicants will be available on the online web portal.

Federal and State Requirements:

A number of federal and state laws apply to projects receiving Missouri ARPA funding through the FAC. The federal Uniform Rule at 2 CFR Part 200 applies to all ARPA funding. This includes requirements for contractor procurement, acquisition of real property, and single audit requirements, among others. In the case of capital expenditures in particular, this includes environmental and permitting laws and regulations. Uniform administrative requirements regarding procurement require applicable contract clauses required by 2 CFR 200.327, and subrecipients must follow the procurement standards in 2 CFR 200.318 through 200.327, including ensuring that the procurement method used for the contracts are appropriate based on the dollar amount and the conditions specified in 2 CFR 200.320.

In addition to federal requirements, several state requirements also apply to projects receiving state ARPA funding, including state prevailing wages and engineering procurement requirements under §§ 8.287 – 8.291, RSMo. Lead service line work is not considered an “engineering service” according to § 327.181, RSMo, so state engineering procurement requirements will not apply to this work.

Several requirements that are common to federal contracting do not apply to ARPA projects. This includes National Environmental Protection Act (NEPA) reviews and American Iron and Steel (AIS) requirements. The Final Rule encourages the use of strong labor practices, including wages at or above prevailing wage and use of contractors without recent violations, but the Davis Bacon federal prevailing wage rates are not required for projects under \$10 million in cost (ARPA grant and local cost share combined). Projects in excess of \$100,000 with respect to employment of mechanics and laborers must comply with the Contract Work Hours and Safety Act (29 CFR, Part 5).

Refer to the ARPA Subrecipient Terms and Conditions and Special ARPA Terms and Conditions in the exhibits for further requirements.

Other Resources:

Applicants are strongly encouraged to review the State of Missouri ARPA Frequently Asked Questions exhibit available at <https://moarpa.mo.gov/faq-contact-us/>.

If applicants still have questions they can contact the Financial Assistance Center at 573-751-1192 or by email at DNR.APRA@dnr.mo.gov

Appendix 1: Drinking Water ARPA Grant Guidance

Eligible Applicants:

- Incorporated Municipality
- Public Water or Sewer District (if they operate a drinking water utility)
- Quasi-Governmental Agency (e.g., irrigation, telephone, oil, gas, water, and electric companies)
- Privately Owned Utilities or Nonprofit Organizations whose sole purpose is to provide drinking water or wastewater service
- Joint Municipal Utility Commissions

Eligible Drinking Water Project Types:

- Dam and reservoir repair and restoration projects, if the primary purpose is for drinking water supply and necessary for continued supply;
- Drinking water projects to support population growth and must be a sustainable source of drinking water over its estimated useful life;
- Broad range of projects that improve drinking water infrastructure, such as building or upgrading facilities and transmission, distribution, and storage systems;
- Projects that address present or prevent future violations of health-based drinking water standards;
- Interconnecting water systems or rehabilitating existing wells in cases of natural disaster;
- Projects needed to maintain compliance with existing national primary drinking water regulations for contaminants with acute and chronic health effects;
- Projects to replace aging infrastructure;
- Treatment projects, including installation or upgrade of facilities to improve the quality of drinking water to comply with primary or secondary standards;
- Transmission and distribution projects, including installation or replacement of transmission and distribution pipes to improve water pressure to safe levels or to prevent contamination caused by leaks or breaks in the pipes;
- Source projects, including rehabilitation of public wells or development of eligible sources to replace contaminated sources;
- Storage projects, including installation or upgrade of eligible storage facilities, including finished water reservoirs, to prevent microbiological contaminants from entering a public water system; and
- System consolidation projects.
- Projects to fund private wells for residents of disbanding districts or districts no longer providing water

Ineligible Drinking Water Project Types:

- Measures to conserve and reuse water;
- Treatment projects related to point of entry;
- Creation of a new drinking water system;
- Rehabilitation of private wells and testing initiatives to identify contaminants in wells, and treatment activities and remediation strategies that address contamination in private wells;
- Lead line replacement and lead remediation, due to available lead funding through the Bipartisan Infrastructure Law;
- Water quality testing, compliance monitoring, and remediation activities in schools and other childcare facilities, as well as activities necessary to respond to a contaminant;
- Remediation activities such as replacement of faucets, internal plumbing, and fixtures in schools and childcare facilities;

- Bottled water in areas with an action level exceedance for lead in water;
- Water filtration systems for point of entry use;
- Conducting remediation, follow-up monitoring, and conducting public education and outreach about the availability of infrastructure programs, such as water testing and fixture replacement programs; and
- Drinking water development and implementation of incentive and educational programs that address and promote water conservation, source water protection, and efficiency related to infrastructure improvements.

Drinking Water Scoring Criteria

AFFORDABILITY AND FINANCIAL CAPABILITY	
Total population of project area	
Population 3,300 or less	15 points
Population of 3,301 to 7,500	10 points
Population of 7,501 to 20,000	5 points
Population > 20,000	0 points
Comparison of project area unemployment rate with state average	
Unemployment Rate > 5.6%	10 points
Unemployment Rate > 4.6% and ≤ 5.6%	5 points
Unemployment Rate ≤ 4.6%	0 points
Comparison of project area percent of households in poverty with state average	
Households in Poverty > 18.7%	10 points
Households in Poverty > 13.7% and ≤ 18.7%	5 points
Households in Poverty ≤ 13.7%	0 points
Percent of project area population with Low- and Moderate-Income (LMI)	
LMI at or above 51%	10 points
LMI below 51%	0 points
Comparison of project area Median Household Income (MHI) with state average	
MHI at or below \$42,108.75	10 points
MHI above \$42,108.75	0 points
Current User Rates in project area as percentage of MHI	
User Rates ≥ 2% MHI	15 points
User Rates 1.5% to < 2%	10 points
User Rates 1% to < 1.5%	5 points
User Rates < 1% MHI	0 points
Disadvantaged (MHI ≤ 75% of state MHI, User Charge ≥ 2% of MHI, & ≤ 3,300 people)	
Disadvantaged (must meet all 3 requirements)	10 points
Not Disadvantaged	0 points
Qualified Census Tract contains 50% or more of population served by the project	
Yes, 50% or more of the population served is within a Qualified Census Tract (QCT)	10 points
No, less than 50% of the population served is in a Qualified Census Tract (QCT)	0 points
System's outstanding debt	
Yes, the applicant's system has outstanding debt for the water system	5 points
No, the applicant's water system has no outstanding debt	0 points

Applicant's local share	
Local Share is > 20%	5 points
Local Share is > 10% and ≤ 20%	3 points
Local Share is > 1% and ≤ 10%	2 points
Local Share is \$1 up to > 1%	0 points
PROJECT NEED	
Proposed project brings the system back into compliance or is to help comply with enforcement action	
The system is under enforcement	10 points
The system is non-compliant but not under enforcement	5 points
The project will not affect a compliance issue	0 points
Proposed improvements will treat impaired source water	
Yes, improvements will directly affect source of impairment	5 points
No, improvements will not directly affect source of impairment	0 points
Project will replace/improve infrastructure that is past its useful life/significantly deteriorated	
Yes, project directly affects deteriorated/aged infrastructure	5 points
No, project does not directly affect deteriorated/aged infrastructure	0 points
Engineering Report	
Progress has been made towards finalizing an engineering report	
Engineering report is complete	5 points
Engineering report is not complete	0 points

The following application is for demonstration purposes only. Applicants must submit all applications through the online web portal at <https://moarpa.mo.gov>. The online application will include the same questions.



MISSOURI DEPARTMENT OF NATURAL RESOURCES
FINANCIAL ASSISTANCE CENTER

DRINKING WATER AMERICAN RESCUE PLAN ACT (ARPA) APPLICATION
EXAMPLE ONLY

1. APPLICANT/CONTINUING AUTHORITY			
<input type="checkbox"/> Incorporated Municipality	<input type="checkbox"/> Public Water or Sewer District	<input type="checkbox"/> Quasi-Governmental Agency	
<input type="checkbox"/> Privately Owned Utility	<input type="checkbox"/> Nonprofit Organization	<input type="checkbox"/> Other: _____	
NAME OF APPLICANT/CONTINUING AUTHORITY		PUBLIC WATER SUPPLY ID NO.	
TELEPHONE NUMBER WITH AREA CODE		FAX NUMBER WITH AREA CODE	SAM.GOV UNIQUE ENTITY IDENTIFIER
MAILING ADDRESS			EMAIL ADDRESS
CITY	STATE	ZIP CODE + FOUR	COUNTY
2. AUTHORIZED REPRESENTATIVE/APPLICATION CONTACT			
AUTHORIZED REPRESENTATIVE NAME		TITLE	
EMAIL ADDRESS		TELEPHONE NUMBER WITH AREA CODE	
NAME OF PERSON TO CONTACT ABOUT THIS APPLICATION (IF DIFFERENT FROM AUTHORIZED REPRESENTATIVE)		TITLE	
EMAIL ADDRESS		TELEPHONE NUMBER WITH AREA CODE	
OPTIONAL QUESTIONS REGARDING MILITARY SERVICE (§42.390 RSMo, 2021)			
a) Have you or an immediate family member ever served in the U.S. Armed Forces?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) If yes, would you like information about military-related services in Missouri?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
3. GENERAL AND FINANCIAL INFORMATION			
POPULATION (MOST CURRENT FOR EACH) Population: _____		POPULATION OF AREA TO BE SERVED (IF DIFFERENT FROM THE POPULATION OF THE ENTIRE SERVICE AREA)	
		MEDIAN HOUSEHOLD INCOME (MHI) (PER MOST RECENT ACS DATA)	
UNEMPLOYMENT RATE (PER MOST RECENT ACS DATA)	PERCENTAGE OF HOUSEHOLDS THAT MEET THE LOW-TO-MODERATE INCOME (LMI) DEFINITION (PER MOST RECENT ACS DATA)	PERCENTAGE OF HOUSEHOLDS IN POVERTY (PER MOST RECENT ACS DATA)	
CURRENT MONTHLY WATER RATE (FOR 5,000 GAL) \$	11-DIGIT CENSUS TRACT NUMBER(S) FOR PROJECT	SYSTEM OUTSTANDING DEBT \$	
IS 50% OF THE POPULATION SERVED BY THE PROJECT PART OF A QUALIFIED CENSUS TRACT? SEE LINK IN DIRECTIONS <input type="checkbox"/> Yes <input type="checkbox"/> No		EXISTING ANNUAL DEBT SERVICE \$	
4. PROJECT DESCRIPTION: DESCRIBE THE MAJOR COMPONENTS OF THE PROJECT.			

Will the proposed improvements help treat impaired source water?

Yes (Please provide information below describing the impaired source water and how the project will treat it.) No

Will the project address a schedule of compliance or Administrative Order on Consent? Will the project bring a non-compliant system into compliance?

Yes (Please provide information below describing the current compliance issue.) No

Does the project address system reliability by replacement or improvement of infrastructure that is at or past its useful life and shows significant deterioration?

Yes (Please provide information below describing the age and condition of the facility.) No

Is this a Design-Build Project? Yes No

5. ENGINEERING REPORT

Please check one of the following boxes

An Engineering Report is complete and attached with this application.

An Engineering Report has not been completed for this project.

Please enter the anticipated completion date for the Engineering Report. _____

6. ARCHITECTURAL AND ENGINEERING CONSULTANT

HAS THE APPLICANT PROCURED ENGINEERING SERVICES?

Yes (attach procurement documentation and complete section) No (skip the rest of Section 6)

CONSULTING FIRM'S NAME

PROJECT CONSULTANT'S NAME

MAILING ADDRESS

EMAIL ADDRESS

CITY

STATE

ZIP CODE + FOUR

DUNS NUMBER

TELEPHONE NUMBER WITH AREA CODE

FAX NUMBER WITH AREA CODE

7. ESTIMATED PROJECT COST	
Date of Cost Estimate:	
Engineering (Planning and Design)	\$
Engineering (Construction Phase)	\$
Engineering (Inspection)	\$
Land and Easements	\$
Construction	\$
Equipment	\$
Other Costs (specify _____)	\$
Contingencies (estimate 10%)	\$
Total Estimated Project Costs	\$
Local Cost Share*	\$
ARPA Funding Request (this application only)	\$
* Documentation committing other funds for cost share must be submitted with the application. See Applicant Assurance of Local Share Form.	
8. Expenditure Categories: Please check the box that is most applicable to your project. Only check one.	
<input type="checkbox"/> 5.10 Treatment	
<input type="checkbox"/> 5.11 Transmission and Distribution	
<input type="checkbox"/> 5.12 Transmission and Distribution: Lead Remediation	
<input type="checkbox"/> 5.13 Source	
<input type="checkbox"/> 5.14 Storage	
<input type="checkbox"/> 5.15 Other Water Infrastructure	
OTHER PROBLEMS ADDRESSED:	
9. ESTIMATED PROJECT SCHEDULE	
Milestone (attach compliance schedule, if applicable)	Anticipated Date
A. Engineering Report complete	
B. Engineering Plans and Specifications complete	
C. Construction start date	
D. Initiation of operation (<i>date the first working component is capable of being used for its intended purpose</i>)	
E. Project completion date	

10. RESOLUTION OF GOVERNING BODY OF APPLICANT	
<input type="checkbox"/> Attach a completed Resolution of Governing Body of Applicant form.	
11. CERTIFICATION:	
The authorized representative certifies that the information submitted in this application is true and correct to the best of their knowledge, that they are over the age of 18, authorized to sign and submit this application on behalf of the applicant, and agree to the use of electronic signature. The applicant understands that any false, fictitious, or fraudulent information, or the omission of any material fact on this application may lead to termination of a financial assistance award and other penalties. The applicant agrees, if a grant is awarded on the basis of this application, to comply with all applicable terms, conditions, and procedures of the State of Missouri, and the Missouri Department of Natural Resources; the applicable rules and regulations of the Missouri Clean Water Commission; and the terms and conditions of the grant agreement.	
SIGNATURE OF AUTHORIZED REPRESENTATIVE	DATE
12. PREPARER'S NAME AND SIGNATURE (IF APPLICABLE)	
SIGNATURE OF PREPARER	DATE
NAME AND TITLE (PRINT OR TYPE)	TELEPHONE NUMBER WITH AREA CODE

Appendix 2: Wastewater ARPA Grant Guidance

Eligible Applicants:

- Incorporated Municipality
- Public Sewer or Water District (if they operate a wastewater utility)
- Quasi-Governmental Agency (e.g., irrigation, telephone, oil, gas, water, and electric companies)
- Privately Owned Utilities or Nonprofit Organizations whose sole purpose is to provide drinking water or wastewater service
- Joint Municipal Utility Commissions

Eligible Project Types:

- Construction, repair, or replacement of a permitted² centralized or decentralized wastewater treatment system that treats municipal wastewater or domestic sewage;
- Measures to reduce the demand for publicly owned treatment works capacity through water conservation, efficiency, or reuse. Projects include, but are not limited to, the installation, replacement, or upgrade of water meters and gray water recycling. Equipment to reuse effluent (e.g., gray water, condensate, and wastewater effluent reuse systems);
- Measures to reduce the energy consumption needs for publicly owned treatment works. Projects may include, but are not limited to, the installation of energy efficient lighting, HVAC, process equipment, and electronic equipment and systems at publicly owned treatment works;
- Projects involving the reuse or recycling of wastewater, which includes the purchase and installation of treatment equipment, piping the effluent on the property of a private consumer, recharge transmission lines, injection wells, and equipment to reuse effluent;
- Measures to increase the security of publicly owned treatment works. Security measures for publicly owned treatment works might include, but are not limited to, fencing, security cameras/lighting, motion detectors, redundancy (systems and power), secure chemical and fuel storage, laboratory equipment, securing large sanitary sewers, and tamper-proof manholes;
- Allow a public or non-profit to apply for and administer the installation, repair, or replacement of private on-site/septic units. Projects include those that address groundwater contamination resulting from faulty units and those that would connect failing on-site systems to centralized wastewater treatment. The applicant could not administer the funds as a separate grant program and would be responsible for directly paying for the installation, repair, or replacement of the on-site units; and
- Domestic wastewater irrigation projects.

Ineligible Project Types:

- Implementation of a management program established under section 319 of the Clean Water Act (CWA);
- Development and implementation of a conservation and management plan under section 320 of the CWA;
- Development and implementation of watershed projects meeting the criteria set forth in section 122 of the CWA³;
- Water audits and water conservation plans;
- Projects for plumbing fixture retrofits or replacement;

² National Pollutant Discharge Elimination System or Missouri State Operating Permit (not Department of Health and Senior Services or local health department permit)

³ §1274 in 33 USC. <https://www.govinfo.gov/content/pkg/USCODE-2020-title33/pdf/USCODE-2020-title33.pdf> (page 393).

- Development of watershed projects;
- Planning activities, such as energy audits and optimization studies;
- Planning measures related to security, excluding vulnerability assessments and contingency/emergency response plans that are part of the project development process for a construction project;
- Individual grants for work on one private septic system including the installation, repair, or replacement of unit; and
- Clean water development and implementation of incentive and educational programs that address and promote water conservation, source water protection, and efficiency related to infrastructure improvements.

Wastewater Scoring Criteria

AFFORDABILITY AND FINANCIAL CAPABILITY	
Total population of project area	
Population 3,300 or less	15 points
Population of 3,301 to 7,500	10 points
Population of 7,501 to 20,000	5 points
Population > 20,000	0 points
Comparison of project area unemployment rate with state average	
Unemployment Rate > 5.6%	10 points
Unemployment Rate > 4.6% and ≤ 5.6%	5 points
Unemployment Rate ≤ 4.6%	0 points
Comparison of project area percent of households in poverty with state average	
Households in Poverty > 18.7%	10 points
Households in Poverty > 13.7% and ≤ 18.7%	5 points
Households in Poverty ≤ 13.7%	0 points
Percent of project area population with Low- and Moderate-Income (LMI)	
LMI at or above 51%	10 points
LMI below 51%	0 points
Comparison of project area Median Household Income (MHI) with state average	
MHI at or below \$42,108.75	10 points
MHI above \$42,108.75	0 points
Current User Rates in project area as percentage of MHI	
User Rates ≥ 2% MHI	15 points
User Rates 1.5% to < 2%	10 points
User Rates 1% to < 1.5%	5 points
User Rates < 1% MHI	0 points
Disadvantaged (MHI ≤ 75% of state MHI, User Charge ≥ 2% of MHI, & ≤ 3,300 people)	
Disadvantaged (must meet all 3 requirements)	10 points
Not Disadvantaged	0 points
Qualified Census Tract contains 50% or more of population served by the project	
Yes, 50% or more of the population served is within a Qualified Census Tract (QCT)	10 points
No, less than 50% of the population served is in a Qualified Census Tract (QCT)	0 points

System's outstanding debt	
Yes, the applicant's system has outstanding debt for the sewer system	5 points
No, the applicant's sewer system has no outstanding debt	0 points
Applicant's local share	
Local Share is > 20%	5 points
Local Share is > 10% and ≤ 20%	3 points
Local Share is > 1% and ≤ 10%	2 points
Local Share is \$1 up to > 1%	0 points
PROJECT NEED	
The project is to meet new permit conditions or bring non-compliant infrastructure into compliance	
The system is under enforcement	10 points
The system is non-compliant but not under enforcement	5 points
The project will not affect a compliance issue	0 points
Proposed improvements likely to directly affect a source of waterbody impairment (TMDL/303d)	
Yes, improvements will directly affect source of impairment	5 points
No, improvements will not directly affect source of impairment	0 points
Project will replace/improve infrastructure that is past its useful life/significantly deteriorated	
Yes, project directly affects deteriorated/aged infrastructure	5 points
No, project does not directly affect deteriorated/aged infrastructure	0 points
Engineering Report	
Progress has been made towards finalizing an engineering report or one is not required for project	
Engineering report is complete/is not required for this project [10 CSR 20-6.010(4)(B)]	5 points
Engineering report is required and is not complete	0 points

The following application is for demonstration purposes only. Applicants must submit all applications through the online web portal at <https://moarpa.mo.gov>. The online application will include the same questions.



MISSOURI DEPARTMENT OF NATURAL RESOURCES
FINANCIAL ASSISTANCE CENTER

WASTEWATER AMERICAN RESCUE PLAN ACT (ARPA) APPLICATION

EXAMPLE ONLY

1. APPLICANT/CONTINUING AUTHORITY			
<input type="checkbox"/> Incorporated Municipality		<input type="checkbox"/> Public Water or Sewer District	
<input type="checkbox"/> Privately Owned Utility		<input type="checkbox"/> Nonprofit Organization	
		<input type="checkbox"/> Quasi-Governmental Agency	
		<input type="checkbox"/> Other: _____	
NAME OF APPLICANT/CONTINUING AUTHORITY			
TELEPHONE NUMBER WITH AREA CODE		FAX NUMBER WITH AREA CODE	
		SAM.GOV UNIQUE ENTITY IDENTIFIER	
MAILING ADDRESS			EMAIL ADDRESS
CITY	STATE	ZIP CODE + FOUR	COUNTY
2. AUTHORIZED REPRESENTATIVE/APPLICATION CONTACT			
AUTHORIZED REPRESENTATIVE NAME			TITLE
EMAIL ADDRESS			TELEPHONE NUMBER WITH AREA CODE
NAME OF PERSON TO CONTACT ABOUT THIS APPLICATION (IF DIFFERENT FROM AUTHORIZED REPRESENTATIVE)			TITLE
EMAIL ADDRESS			TELEPHONE NUMBER WITH AREA CODE
OPTIONAL QUESTIONS REGARDING MILITARY SERVICE (§42.390 RSMo, 2021)			
a) Have you or an immediate family member ever served in the U.S. Armed Forces? <input type="checkbox"/> Yes <input type="checkbox"/> No			
b) If yes, would you like information about military-related services in Missouri? <input type="checkbox"/> Yes <input type="checkbox"/> No			
3. GENERAL AND FINANCIAL INFORMATION			
POPULATION (MOST CURRENT FOR EACH)			POPULATION OF AREA TO BE SERVED (IF DIFFERENT FROM THE POPULATION OF THE ENTIRE SERVICE AREA)
Population: _____			MEDIAN HOUSEHOLD INCOME (MHI) (PER MOST RECENT ACS DATA)
UNEMPLOYMENT RATE (PER MOST RECENT ACS DATA)	PERCENTAGE OF HOUSEHOLDS THAT MEET THE LOW-TO-MODERATE INCOME (LM) DEFINITION (PER MOST RECENT ACS DATA)	PERCENTAGE OF HOUSEHOLDS IN POVERTY (PER MOST RECENT ACS DATA)	
CURRENT MONTHLY SEWER RATE (FOR 5,000 GAL)	11-DIGIT CENSUS TRACT NUMBER(S) FOR PROJECT	SYSTEM OUTSTANDING DEBT	
\$		\$	
IS 50% OF THE POPULATION SERVED BY THE PROJECT PART OF A QUALIFIED CENSUS TRACT? SEE LINK IN DIRECTIONS			EXISTING ANNUAL DEBT SERVICE
<input type="checkbox"/> Yes <input type="checkbox"/> No			\$
4. PROJECT DESCRIPTION: DESCRIBE THE MAJOR COMPONENTS OF THE PROJECT.			

Will the project allow a system to meet a new or existing permit limit?

Yes (Please provide information below describing the permit limits.) No

Will the project address a schedule of compliance or Administrative Order on Consent? Will the project bring a non-compliant system into compliance?

Yes (Please provide information below describing the current compliance issue.) No

Is the project likely to impact a source water impairment (TMDL or 303D List)?

Yes (Please provide information below describing the specific water body and how the improvements will impact it.) No

Does the project address system reliability by replacement or improvement of infrastructure that is at or past its useful life and shows significant deterioration?

Yes (Please provide information below describing the age and condition of the facility.) No

Is this a Design-Build Project? Yes No

5. ENGINEERING REPORT

Please check one of the following boxes

An Engineering Report is not required for this project because it meets the criteria of 10 CSR 20-6.010(4)(B).

An Engineering Report is required for this project and is complete and attached with this application.

An Engineering Report is required for this project and has not been completed for this project.

Please enter the anticipated completion date for the Engineering Report. _____

6. ARCHITECTURAL AND ENGINEERING CONSULTANT

HAS THE APPLICANT PROCURED ENGINEERING SERVICES?

Yes (attach procurement documentation and complete section) No (skip the rest of Section 6)

CONSULTING FIRM'S NAME

PROJECT CONSULTANT'S NAME

MAILING ADDRESS

EMAIL ADDRESS

CITY

STATE

ZIP CODE + FOUR

DUNS NUMBER

TELEPHONE NUMBER WITH AREA CODE

FAX NUMBER WITH AREA CODE

7. FACILITY INFORMATION

DOES THE APPLICANT/CONTINUING AUTHORITY OWN ITS WASTEWATER TREATMENT FACILITY AND/OR COLLECTION SYSTEM?

- Yes, both.
- Yes, only wastewater treatment facility.
- Yes, only collection system (i.e., applicant is a satellite system).
- No. Please explain: _____

LIST ALL MISSOURI STATE OPERATING PERMIT NUMBER(S) OF WATER OR WASTEWATER FACILITIES THAT ARE OR WILL BE AFFECTED BY THIS PROJECT, INCLUDING THOSE RECEIVING WASTEWATER IF THE CONTINUING AUTHORITY IS A SATELLITE SYSTEM:

MO-

MO-

MO-

MO-

MO-

MO-

8. ESTIMATED PROJECT COST

Date of Cost Estimate:

Engineering (Planning and Design)	\$
Engineering (Construction Phase)	\$
Engineering (Inspection)	\$
Land and Easements	\$
Construction	\$
Equipment	\$
Other Costs (specify _____)	\$
Contingencies (estimate 10%)	\$
Total Estimated Project Costs	\$
Local Cost Share*	\$
ARPA Funding Request (this application only)	\$

* Documentation committing other funds for cost share must be submitted with the application. See Applicant Assurance of Local Share Form.

9. Expenditure Categories: Please check the box that is most applicable to your project. Only check one.

- 5.1 Centralized Wastewater Treatment
- 5.2 Centralized Wastewater Collection and Conveyance
- 5.3 Decentralized Wastewater
- 5.4 Combined Sewer Overflows
- 5.5 Other Sewer Infrastructure
- 5.7 Energy Conservation
- 5.8 Water Conservation
- 5.9 Nonpoint Source

OTHER PROBLEMS ADDRESSED:

10. ESTIMATED PROJECT SCHEDULE	
Milestone (attach compliance schedule, if applicable)	Anticipated Date
A. Antidegradation Report (any new, expanded or upgraded wastewater treatment) submitted or complete	
B. Engineering Report and Facility Plan complete	
C. Engineering Plans and Specifications complete	
D. Construction start date	
E. Initiation of operation (<i>date the first working component is capable of being used for its intended purpose</i>)	
F. Project completion date	
11. RESOLUTION OF GOVERNING BODY OF APPLICANT	
<input type="checkbox"/> Attach a completed Resolution of Governing Body of Applicant form.	
12. CERTIFICATION:	
The authorized representative certifies that the information submitted in this application is true and correct to the best of their knowledge, that they are over the age of 18, authorized to sign and submit this application on behalf of the applicant, and agree to the use of electronic signature. The applicant understands that any false, fictitious, or fraudulent information, or the omission of any material fact on this application may lead to termination of a financial assistance award and other penalties. The applicant agrees, if a grant is awarded on the basis of this application, to comply with all applicable terms, conditions, and procedures of the State of Missouri, and the Missouri Department of Natural Resources; the applicable rules and regulations of the Missouri Clean Water Commission; and the terms and conditions of the grant agreement.	
SIGNATURE OF AUTHORIZED REPRESENTATIVE	DATE
13. PREPARER'S NAME AND SIGNATURE (IF APPLICABLE)	
SIGNATURE OF PREPARER	DATE
NAME AND TITLE (PRINT OR TYPE)	TELEPHONE NUMBER WITH AREA CODE

Appendix 3: Stormwater ARPA Grant Guidance

Eligible Applicants: Only entities that manage stormwater infrastructure for a permitted MS4 or CSO system are eligible to apply for state ARPA stormwater funding.

- Incorporated Municipality
- County
- Public Sewer District

Eligible Project Types:

- Projects for Municipal Separate Storm Sewer Systems (MS4s) and Combined Sewer Overflow Systems (CSOs) to manage, reduce, treat, or recapture stormwater or subsurface drainage water for publicly and privately owned, permitted and unpermitted projects. Projects may include, but are not limited to roadside plantings, porous pavement, and rainwater harvesting;
- Projects that support stormwater system resiliency including bioretention basins that provide water storage and filtration benefits, and green streets, where vegetation, soil, and engineered systems are combined to direct and filter rainwater from impervious surfaces;
- Projects involving the reuse or recycling of stormwater;
- A broad range of stormwater infrastructure projects: such as, gray infrastructure projects (traditional pipe, storage, and treatment systems); projects that manage, reduce, treat, or recapture stormwater or subsurface drainage water, including real-time control systems for combined sewer overflow management, and sediment control; culvert infrastructure projects if they implement a nonpoint source management plan, implement National Estuary Program Comprehensive Conservation and Management Plan, or implement a stormwater management plan with the goal of providing a water quality benefit;
- Other project types are: green roofs, green streets, and green walls; rainwater harvesting collection; storage, management, and distribution systems; real-time control systems for harvested rainwater; infiltration basins; constructed wetlands, including surface flow and subsurface flow (e.g., gravel) wetlands; bioretention/bioswales (e.g., bioretention basins, tree boxes); permeable pavement; wetland, riparian, or shoreline creation, protection, and restoration; establishment or restoration of urban tree canopy; and replacement of gray infrastructure with green infrastructure including purchase and demolition costs;
- Dam removal projects and associated stream and habitat restoration projects when the removal implements either a Nonpoint Source Management Program Plan or a National Estuary Program Comprehensive Conservation and Management Plan or when the removal will provide a water quality benefit;
- Repair, replacement, or removal of culverts or other road-stream crossing infrastructure to the extent the purpose of the project is to manage stormwater;
- Road repairs and upgrades that interact directly with an eligible stormwater infrastructure project; and
- Projects to receive and distribute reclaimed water for irrigation systems or other agricultural use.

Ineligible Project Types:

- Rain barrels implemented on private property across a watershed to reduce the amount of runoff; and
- Costs for planning and design only.

Stormwater Scoring Criteria

AFFORDABILITY AND FINANCIAL CAPABILITY	
Total population of project area	
Population 5,000 or less	10 points
Population of 5,001 to 10,000	5 points
Population of 10,001 to 20,000	3 points
Population > 20,000	0 points
Comparison of project area unemployment rate with state average	
Unemployment Rate > 5.6%	10 points
Unemployment Rate > 4.6% and ≤ 5.6%	5 points
Unemployment Rate ≤ 4.6%	0 points
Comparison of project area percent households in poverty with state average	
Households in Poverty > 18.7%	10 points
Households in Poverty > 13.7% and ≤ 18.7%	5 points
Households in Poverty ≤ 13.7%	0 points
Percent of project area population with Low- and Moderate-Income (LMI)	
LMI at or above 51%	10 points
LMI below 51%	0 points
Comparison of project area Median Household Income (MHI) with state average	
MHI at or below \$42,108.75	10 points
MHI above \$42,108.75	0 points
Qualified Census Tract contains 50% or more of population served by the project	
Yes, 50% or more of the population served is within a Qualified Census Tract (QCT)	10 points
No, less than 50% of the population served is in a Qualified Census Tract (QCT)	0 points
System's outstanding debt	
Yes, the applicant has outstanding debt for the stormwater system	5 points
No, The applicant's stormwater system does not have outstanding debt	0 points
Applicant's local share	
Local Share is > 20%	10 points
Local Share is > 10% and ≤ 20%	5 points
Local Share is > 1% and ≤ 10%	3 points
Local Share is \$1 up to > 1%	0 points
PROJECT NEED	
The project brings non-compliant infrastructure into compliance	
The system is under enforcement	10 points
The system is non-compliant but not under enforcement	5 points
The project will not affect a compliance issue	0 points
Proposed project will likely mitigate hazardous wet-weather events to improve operations and service	
Yes, improvements will likely mitigate hazardous wet-weather events	5 points
No, improvements will not mitigate hazardous wet-weather events	0 points
Engineering Assessment	
Assessment performed by an engineer or other qualified professional with an investigation and problem statement, project scope, evaluation of alternatives, cost estimate, and map(s).	
Assessment is complete	5 points
Assessment is not complete	0 points

The following application is for demonstration purposes only. Applicants must submit all applications through the online web portal at <https://moarpa.mo.gov>. The online application will include the same questions.



MISSOURI DEPARTMENT OF NATURAL RESOURCES
FINANCIAL ASSISTANCE CENTER

STORMWATER AMERICAN RESCUE PLAN ACT (ARPA) APPLICATION

EXAMPLE ONLY

1. APPLICANT/CONTINUING AUTHORITY			
<input type="checkbox"/> Incorporated Municipality <input type="checkbox"/> County <input type="checkbox"/> Sewer District			
NAME OF APPLICANT/CONTINUING AUTHORITY		MISSOURI OPERATING PERMIT NUMBER MO -	
TELEPHONE NUMBER WITH AREA CODE		FAX NUMBER WITH AREA CODE	SAM.GOV UNIQUE ENTITY IDENTIFIER
MAILING ADDRESS			EMAIL ADDRESS
CITY	STATE	ZIP CODE + FOUR	COUNTY
2. AUTHORIZED REPRESENTATIVE/APPLICATION CONTACT			
AUTHORIZED REPRESENTATIVE NAME		TITLE	
EMAIL ADDRESS		TELEPHONE NUMBER WITH AREA CODE	
NAME OF PERSON TO CONTACT ABOUT THIS APPLICATION (IF DIFFERENT FROM AUTHORIZED REPRESENTATIVE)		TITLE	
EMAIL ADDRESS		TELEPHONE NUMBER WITH AREA CODE	
OPTIONAL QUESTIONS REGARDING MILITARY SERVICE (§42.390 RSMo. 2021)			
a) Have you or an immediate family member ever served in the U.S. Armed Forces?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) If yes, would you like information about military-related services in Missouri?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
3. GENERAL AND FINANCIAL INFORMATION			
POPULATION (MOST CURRENT FOR EACH) Population: _____		POPULATION OF AREA TO BE SERVED (IF DIFFERENT FROM THE POPULATION OF THE ENTIRE SERVICE AREA)	
		MEDIAN HOUSEHOLD INCOME (MHI) (PER MOST RECENT ACS DATA)	
UNEMPLOYMENT RATE (PER MOST RECENT ACS DATA)	PERCENTAGE OF HOUSEHOLDS THAT MEET THE LOW-TO-MODERATE INCOME (LMI) DEFINITION (PER MOST RECENT ACS DATA)	PERCENTAGE OF HOUSEHOLDS IN POVERTY (PER MOST RECENT ACS DATA)	
DOES THE APPLICANT HAVE A DEDICATED REPAYMENT SOURCE THAT CAN BE USED FOR STORMWATER PROJECTS? <input type="checkbox"/> Yes <input type="checkbox"/> No	SYSTEM OUTSTANDING DEBT (STORMWATER RELATED DEBT ONLY) \$	11-DIGIT CENSUS TRACT NUMBER(S) FOR PROJECT	
DOES THE APPLICANT ASSESS A FEE FOR STORMWATER SERVICE? <input type="checkbox"/> Yes (Please describe how it is assessed.) <input type="checkbox"/> No			
IS 50% OF THE POPULATION SERVED BY THE PROJECT PART OF A QUALIFIED CENSUS TRACT? SEE LINK IN DIRECTIONS <input type="checkbox"/> Yes <input type="checkbox"/> No			

4. PROJECT DESCRIPTION: DESCRIBE THE MAJOR COMPONENTS OF THE PROJECT.

Does the project create resiliency by mitigating hazardous wet weather events to improve operations and service?

Yes (Please explain.) No

Will the project address a schedule of compliance or Administrative Order on Consent? Will the project bring a non-compliant system into compliance?

Yes (Please provide information below describing the current compliance issue.) No

Has the applicant updated their Stormwater Management Plan (SWMP) to include a description of this project?

Yes No

NOTE: Stormwater management plans (SWMPs) will need to be updated to reflect the work completed as part of this project. However, applicants do not need to amend their SWMP prior to applying for a state ARPA grant and these amendments are not considered during the scoring process.

Does the project tie to one of the minimum control measures (MCM)?

Yes (select one or more below)

MCM 3: Illicit Discharge Detection and Elimination

MCM 5: Management of Post Construction Runoff

MCM 8: Flood Control Projects

Other, please describe _____

No

Is this a Design-Build Project? Yes No

5. ENGINEERING ASSESSMENT

Please check one of the following boxes.

Does the applicant have an assessment, performed by an engineer, with an investigation and problem statement, project scope, evaluation of alternatives, cost estimate, and map(s)?

Yes, it is attached with this application.

No. Please enter the anticipated completion date for the engineering assessment. _____

6. ARCHITECTURAL AND ENGINEERING CONSULTANT			
HAS THE APPLICANT PROCURED ENGINEERING SERVICES?			
<input type="checkbox"/> Yes (attach procurement documentation and complete section)		<input type="checkbox"/> No (skip the rest of Section 6)	
CONSULTING FIRM'S NAME		PROJECT CONSULTANT'S NAME	
MAILING ADDRESS		EMAIL ADDRESS	
CITY	STATE	ZIP CODE + FOUR	DUNS NUMBER
TELEPHONE NUMBER WITH AREA CODE		FAX NUMBER WITH AREA CODE	
7. ESTIMATED PROJECT COST			
Date of Cost Estimate:			
Engineering (Planning and Design)		\$	
Engineering (Construction Phase)		\$	
Engineering (Inspection)		\$	
Land and Easements		\$	
Construction		\$	
Equipment		\$	
Other Costs (specify _____)		\$	
Contingencies (estimate 10%)		\$	
Total Estimated Project Costs		\$	
Local Cost Share*		\$	
ARPA Funding Request (this application only)		\$	
*Documentation committing other funds for cost share must be submitted with the application. See Applicant Assurance of Local Share Form.			
8. Expenditure Categories: Please check the box that is most applicable to your project. Only check one.			
<input type="checkbox"/> 5.6 Stormwater			
<input type="checkbox"/> 5.9 Nonpoint Source			
OTHER PROBLEMS ADDRESSED:			

9. ESTIMATED PROJECT SCHEDULE	
Milestone (attach compliance schedule, if applicable)	Anticipated Date
A. Engineering Assessment	
B. Engineering Plans and Specifications complete	
C. Construction start date	
D. Initiation of operation (<i>date the first working component is capable of being used for its intended purpose</i>)	
E. Project completion date	
10. RESOLUTION OF GOVERNING BODY OF APPLICANT	
<input type="checkbox"/> Attach a completed Resolution of Governing Body of Applicant form.	
11. CERTIFICATION:	
The authorized representative certifies that the information submitted in this application is true and correct to the best of their knowledge, that they are over the age of 18, authorized to sign and submit this application on behalf of the applicant, and agree to the use of electronic signature. The applicant understands that any false, fictitious, or fraudulent information, or the omission of any material fact on this application may lead to termination of a financial assistance award and other penalties. The applicant agrees, if a grant is awarded on the basis of this application, to comply with all applicable terms, conditions, and procedures of the State of Missouri, and the Missouri Department of Natural Resources; the applicable rules and regulations of the Missouri Clean Water Commission; and the terms and conditions of the grant agreement.	
SIGNATURE OF AUTHORIZED REPRESENTATIVE	DATE
12. PREPARER'S NAME AND SIGNATURE (IF APPLICABLE)	
SIGNATURE OF PREPARER	DATE
NAME AND TITLE (PRINT OR TYPE)	TELEPHONE NUMBER WITH AREA CODE

Appendix 4: Lead Service Line Inventory ARPA Grant Guidance

Eligible Applicants:

- Incorporated Municipality
- Public Water or Sewer District (if they operate a drinking water utility)
- Quasi-Governmental Agency (e.g., irrigation, telephone, oil, gas, water, and electric companies)
- Privately Owned Utility

Inventory Guidance and Requirements:

- All water systems must use the Service Line Inventory Spreadsheet developed by the Department, which will be provided at the time of award.
- The inventory must include all service lines connected to the public water supply distribution system regardless of ownership status (e.g., where service line ownership is shared, the inventory would include both the portion of the service line owned by the water system **and** the customer-owned portion of the service line).
- The inventory must be made available for public review. Systems over 50,000 population served shall make their inventory accessible by a website. It's recommended that systems create a map of their inventories that is able to be made available for the public to review.
- A water system must report any information on lead and galvanized iron or steel that it has identified when conducting the inventory of service lines in its distribution system for the initial inventory.
- The water system should review the following sources of information to identify service line materials for the inventory. The water system may use other sources of information not listed if approved by the state.
 - All construction and plumbing codes, permits, and existing records or other documentation that indicates the service line materials used to connect structures to the distribution system.
 - All water system records, including distribution system maps and drawings, historical records on each service connection, meter installation records, historical capital improvement or master plans, and standard operating procedures.
 - All inspections and records of the distribution system that indicate the material composition of the service connections that connect a structure to the distribution system.
 - Any resource, information, or identification method provided or required by the state to assess service line materials.
- Each service line, or portion of the service line where ownership is split, must be categorized in the following manner:
 - "Lead" where the service line is made of lead.
 - "Galvanized Requiring Replacement" where a galvanized service line is or was at any time downstream of a lead service line or is currently downstream of a "Lead Status Unknown" service line. If the water system is unable to demonstrate that the galvanized service line was never downstream of a lead service line, it must presume there was an upstream lead service line. For the initial inventory, the Department advises the system to inventory any sources of lead including pigtailed, goosenecks and lead service lines.
 - "Non-lead" where the service line is determined through an evidence based record, method, or technique not to be lead or galvanized requiring replacement. The water system will classify the actual material of the service line (i.e., plastic or copper) as an alternative to classifying it as "Non-lead."

- “Lead Status Unknown” where the service line material is not known to be lead, galvanized requiring replacement, or a non-lead service line, such as where there is no documented evidence supporting material classification. The water system may classify the line as “Unknown” as an alternative to classifying it as “Lead Status Unknown”, however, all requirements that apply to “Lead Status Unknown” service lines must also apply to those classified as “Unknown”. Water systems may elect to provide more information regarding their unknown lines as long as the inventory clearly distinguishes unknown service lines from those where the material has been verified through records or inspection.
- Water systems must update the inventory based on all applicable sources described in these requirements and any lead service line replacements or service line material inspections that may have been conducted. The water system may use other sources of information if approved by the state. Water systems must submit the updated inventory to the state. The inventory updates must be reflected in the publicly accessible inventory when submitted to the state.
 - Water systems whose inventories contain only non-lead service lines (both the public water systems and private) are not required to provide inventory updates to the state or to the public. However, if in the future, such a water system finds “lead” within its system, it must prepare an updated inventory on a schedule established by the state.

Lead Service Line Inventory Scoring Criteria

AFFORDABILITY AND FINANCIAL CAPABILITY	
Total population of project area	
Population 3,300 or less	15 points
Population of 3,301 to 7,500	10 points
Population of 7,501 to 20,000	5 points
Population > 20,000	0 points
Comparison of project area unemployment rate with state average	
Unemployment Rate > 5.6%	10 points
Unemployment Rate > 4.6% and ≤ 5.6%	5 points
Unemployment Rate ≤ 4.6%	0 points
Comparison of project area percent households in poverty with state average	
Households in Poverty > 18.7%	10 points
Households in Poverty > 13.7% and ≤ 18.7%	5 points
Households in Poverty ≤ 13.7%	0 points
Percent of project area population with Low- and Moderate-Income (LMI)	
LMI at or above 51%	10 points
LMI below 51%	0 points
Comparison of project area Median Household Income (MHI) with state average	
MHI at or below \$42,108.75	10 points
MHI above \$42,108.75	0 points

Qualified Census Tract contains 50% or more of population served by the project	
Yes, 50% or more of the population served is within a Qualified Census Tract (QCT)	10 points
No, less than 50% of the population served is in a Qualified Census Tract (QCT)	0 points
System's outstanding debt	
Yes, the applicant's system has outstanding debt for the water system	5 points
No, the applicant's water system has no outstanding debt	0 points
Applicant's local share	
Local Share is > 20%	5 points
Local Share is > 10% and ≤ 20%	3 points
Local Share is > 1% and ≤ 10%	2 points
Local Share is \$1 up to > 1%	0 points
PROJECT NEED	
Applicant has service lines that have not been replaced since 1989	
Yes, applicant has service lines that pre-date 1989	5 points
No, applicant does not have lines that pre-date 1989	0 points
Applicant has a system in place for addressing lead service lines	
Yes, applicant has a system in place	5 points
No, applicant does not have a system in place	0 points
Applicant has had Action Level/Trigger Level Exceedances for Lead over the last 5 years	
Yes, applicant has had exceedances over last 5 years	5 points
No, applicant has not had exceedances over last 5 years	0 points

The following application is for demonstration purposes only. Applicants must submit all applications through the online web portal at <https://moarpa.mo.gov>. The online application will include the same questions.



MISSOURI DEPARTMENT OF NATURAL RESOURCES
FINANCIAL ASSISTANCE CENTER

LEAD SERVICE LINE INVENTORY AMERICAN RESCUE PLAN ACT (ARPA) APPLICATION
EXAMPLE ONLY

1. APPLICANT/CONTINUING AUTHORITY			
<input type="checkbox"/> Incorporated Municipality		<input type="checkbox"/> Public Water or Sewer District	
<input type="checkbox"/> Quasi-Governmental Agency		<input type="checkbox"/> Privately Owned Utility	
<input type="checkbox"/> Other: _____			
NAME OF APPLICANT/CONTINUING AUTHORITY		PUBLIC WATER SUPPLY ID NO.	
TELEPHONE NUMBER WITH AREA CODE		FAX NUMBER WITH AREA CODE	SAM.GOV UNIQUE ENTITY IDENTIFIER
MAILING ADDRESS		EMAIL ADDRESS	
CITY	STATE	ZIP CODE + FOUR	COUNTY
2. AUTHORIZED REPRESENTATIVE/APPLICATION CONTACT			
AUTHORIZED REPRESENTATIVE NAME		TITLE	
EMAIL ADDRESS		TELEPHONE NUMBER WITH AREA CODE	
NAME OF PERSON TO CONTACT ABOUT THIS APPLICATION (IF DIFFERENT FROM AUTHORIZED REPRESENTATIVE)		TITLE	
EMAIL ADDRESS		TELEPHONE NUMBER WITH AREA CODE	
OPTIONAL QUESTIONS REGARDING MILITARY SERVICE (§42.390 RSMo. 2021)			
a) Have you or an immediate family member ever served in the U.S. Armed Forces?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) If yes, would you like information about military-related services in Missouri?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
3. GENERAL AND FINANCIAL INFORMATION			
POPULATION (MOST CURRENT FOR EACH)		POPULATION OF AREA TO BE SERVED (IF DIFFERENT FROM THE POPULATION OF THE ENTIRE SERVICE AREA)	
Population: _____		MEDIAN HOUSEHOLD INCOME (MHI) (PER MOST RECENT ACS DATA)	
UNEMPLOYMENT RATE (PER MOST RECENT ACS DATA)	PERCENTAGE OF HOUSEHOLDS THAT MEET THE LOW-TO-MODERATE INCOME (LMI) DEFINITION (PER MOST RECENT ACS DATA)	PERCENTAGE OF HOUSEHOLDS IN POVERTY (PER MOST RECENT ACS DATA)	
11-DIGIT CENSUS TRACT NUMBER(S) FOR PROJECT		SYSTEM OUTSTANDING DEBT \$	
IS 50% OF THE POPULATION SERVED BY THE PROJECT PART OF A QUALIFIED CENSUS TRACT? SEE LINK IN DIRECTIONS <input type="checkbox"/> Yes <input type="checkbox"/> No		EXISTING ANNUAL DEBT SERVICE \$	
4. PROJECT DESCRIPTION: DESCRIBE THE MAJOR COMPONENTS OF THE PROJECT.			

Does the applicant already have a policy in place for dealing with lead service lines by assisting with replacements and/or providing financial assistance for replacements?

Yes (Please provide information below describing the policy) No

Were some or all of the applicant's existing service lines installed prior to 1989? Yes No

Has the applicant had action level exceedances or trigger level exceedances for lead in the last 5 years? Yes No

5. ESTIMATED PROJECT COST

Date of Cost Estimate:

Inventory Cost	\$
----------------	----

Total Estimated Project Costs	\$
--------------------------------------	----

Local Cost Share*	\$
--------------------------	----

ARPA Funding Request (this application only)	\$
--	----

* Documentation committing other funds for cost share must be submitted with the application. See Applicant Assurance of Local Share Form.

6. RESOLUTION OF GOVERNING BODY OF APPLICANT

Attach a completed Resolution of Governing Body of Applicant form.

7. CERTIFICATION:

The authorized representative certifies that the information submitted in this application is true and correct to the best of their knowledge, that they are over the age of 18, authorized to sign and submit this application on behalf of the applicant, and agree to the use of electronic signature. The applicant understands that any false, fictitious, or fraudulent information, or the omission of any material fact on this application may lead to termination of a financial assistance award and other penalties. The applicant agrees, if a grant is awarded on the basis of this application, to comply with all applicable terms, conditions, and procedures of the State of Missouri, and the Missouri Department of Natural Resources; the applicable rules and regulations of the Missouri Clean Water Commission; and the terms and conditions of the grant agreement.

SIGNATURE OF AUTHORIZED REPRESENTATIVE	DATE
--	------

8. PREPARER'S NAME AND SIGNATURE (IF APPLICABLE)

SIGNATURE OF PREPARER	DATE
-----------------------	------

NAME AND TITLE (PRINT OR TYPE)	TELEPHONE NUMBER WITH AREA CODE
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Appendix 5: The applicant will also be required to submit the following forms at the time of application: 1) Resolution of Governing Body of Applicant Form (Authorized Representative Form), 2) Procurement Certification Form (not required with a lead service line inventory application), and 3) Local Cost Share Form. The forms will be available through the online web portal and provided to applicants who do not have the ability to submit online.

RESOLUTION OF GOVERNING BODY OF APPLICANT

RESOLUTION NO.

(Suggested Form for Applicant use)

Resolution authorizing the filing of an application with the Missouri Department of Natural Resources, Financial Assistance Center's State ARPA Grant Programs for subaward of federal financial assistance provided to the State of Missouri by the U.S. Department of the Treasury ("Treasury") pursuant to Section 602(b) of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act, (Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223-26.

WHEREAS under the terms of section 602(c) of the Act and Treasury's regulations, the State of Missouri has authorized the making of grants to authorized applicants to aid in the completion of specific public projects.

NOW, THEREFORE, be it resolved by _____
(governing body of applicant)

1. That _____ be and he/she is hereby authorized to execute and
(designated official) file an application(s) on behalf of _____
(legal name of applicant)

with the State of Missouri for grant funding to aid in the completion of: a lead service line inventory, or a drinking water, wastewater, and/or a stormwater project.

(Brief description of project(s))

2. That _____
(name of authorized official) (Title)

is hereby authorized and directed to furnish such information as the Missouri Department of Natural Resources may reasonably request in connection with the application which is herein authorized, to sign all necessary documents on behalf of the applicant, to furnish such assurances to the Missouri Department of Natural Resources as may be required by law or regulation, and to receive payment on behalf of the applicant.

CERTIFICATE OF RECORDING OFFICER

The undersigned, duly qualified and acting _____ of the
(title of officer)

_____, does hereby certify: That the attached resolution is a
(legal name of applicant)

true and correct copy of the resolution adopted at a legally convened meeting of the
_____ held on the _____ day of _____;
(name of the governing body of applicant)

and further that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____.

SEAL (If applicant has an official seal, impress here.)

(signature of recording officer)

(title of recording officer)

Procurement of Architectural and Engineering Services with DBE Certification Form

Project Name: _____

FAC Project No.: _____

Missouri Law (Sections 8.285 to 8.291, RSMo) requires that political subdivisions of the State, such as counties, municipalities, and water or sewer districts procuring professional design and engineering services follow a qualifications based selection process.

Federal Law (2 C.F.R. Part 200 Subpart D Procurement Standards) requires that federal funding recipients must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or sub-award. The non-federal entity's documented procurement procedures must conform to the procurement standards identified in [§200.317](#) through [200.327](#).

Federal Law (40 C.F.R. Part 33) requires that federal funding recipients entering into contracts to seek and encourage bids from Disadvantaged Business Enterprises (DBEs). DBEs are for-profit small businesses with at least 51 percent ownership by socially and economically disadvantaged individuals who also control management and daily business operations.

The Missouri Department of Natural Resources' Financial Assistance Center intends applicants seeking financial assistance to use this form in documenting that proper procurement of professional design and engineering services and a good faith effort to solicit DBEs for their project has occurred.

Applicants are required to certify all of the following:

- Made a good faith effort to seek the most-qualified firm for professional services, by seeking a Request for Qualifications (RFQ) from 3-5 firms (see attached example). Allow at least 30 days for the solicitation period. Check your local phone directory, search the internet, or visit www.acecmo.org/membership/acecmo-directory/ to find engineering firms.
 - RFQ attached**
- Evaluated the proposals or qualifications and selected a firm based on professional competency, past performance, specialized experience, and other factors deemed critical for success of the project.
- Followed the DBE six good faith efforts for procurement of engineering services.
- Used a documented procurement procedure consistent with State, local, and tribal laws and regulations and the standards identified in 2 C.F.R. §200.317 through 200.327.

Name and Title of Authorized Representative (Please Print or Type) _____

Signature of Authorized Representative

Date

Attachment 4 to FAA Award # 587111D06756

Applicant Assurance of Local Cost Share Form
 Missouri Department of Natural Resources
 Financial Assistance Center
 State ARPA Grant Program

The Financial Assistance Center (FAC) has indicated that applicants to the state American Rescue Plan Act (ARPA) grant program are required to provide local cost share funds to the project and will receive preference during the application scoring process based on the percent contributed. Only cash on hand and local ARPA grant dollars will be accepted as local cost share. Other state or federal grants (USDA, CDBG, SRF, etc) or private lines of credit, will not be accepted, unless approved by the Department at the time of application. Applicants will need to indicate the amount of cost share that they are allocating to their proposed state ARPA project. Failure to provide the cost share indicated on this form toward the project will result in the withdrawal of state ARPA grant funds.

Please indicate what kind of local funds the applicant intends to contribute to the project. Check all that apply and complete the table as appropriate.

Cash On-Hand

	Applicant's Information	Example
Name of Account		Water Fund
Current Account Balance	\$	\$750,000
Amount of Funds Allocated to Local Cost Share	\$	\$250,000

Local ARPA grant funds

	Applicant's Information	Example
Name of Account		ARPA Grant Account
1 st Tranche of Funding	\$	\$20,000
2 nd Tranche of Funding (received or anticipated)	\$	\$20,000
Amount of Funds Allocated to Local Cost Share	\$	\$36,000

Total Amount of Local Cost Share (sum of the two tables above): \$ _____ Example: **\$286,000**

 Signature (Authorized Representative)

 Legal Name of Applicant

 Date

Appendix 6: Document Submittal Checklist

ARPA Document Submittal Checklist		
CHECKLIST	SUBMITTAL TIMELINE	
	WITH APPLICATION	AFTER SCORING and PRIOR TO AWARD
Application	X	
Resolution for Authorized Representative	X	
Facility Plan (if needed)	X (if completed)	
Applicant Assurance of Local Funds	X	
Certificate Regarding Debarment and Suspension Form		X
Business Entity Certification / E-Verify MOU		X
Affidavit of Work Authorization / Business Entity Certification from applicant		X
Intermunicipal Agreement (if applicable)		X-if two cities are connecting
Procurement and A/E Agreement		
--Request for Qualifications	X	
--Procurement Certification Form	X	
--Engineer's Business Entity / E-Verify MOU		X
--Engineer's Affidavit of Work Authorization		X
--AE Contract Agreement-Planning		X
--AE Contract Agreement-Design		X
--AE Contract Agreement-Construction		X
--Certificate Regarding Debarment and Suspension Form		X
Applicant Assurance of Acquisition with Respect to the Uniform Relocation Act		X
Construction Permit Application & Fee		X
Plans and Specifications (If applicable)		
---Contract 1		X
---Contract 2		X
Bid Documents		
---Affidavit of Publication		X
---Bid Tab		X
---Bid Form		X
---Recommendation of award		X
---Addenda and bidders acknowledgement		X
---MBE/WBE Utilization Form		X
---Bid Bond		X
---Affidavit of Work Authorization from Contractor		X
---Contractor's Business Entity / E-Verify MOU		
---Domestic Products Procurement Act Certification		X
Executed Construction Contract		X
Notice to Proceed		X
Affidavit of Compliance with the Prevailing Wage Law (before final payment)		X
Statement of Work Complete		X

Additional Exhibits

Exhibit 1: ARPA Subrecipient Terms and Conditions

Exhibit 2: Missouri ARPA Water Infrastructure Special Terms and Conditions

Exhibit 3: Frequently Asked Questions (FAQ) (<https://moarpa.mo.gov/faq-contact-us/>)

EXHIBIT 1

TERMS AND CONDITIONS FOR GRANTEE RECEIPT OF FEDERAL ARPA SFRF FUNDS

I. Use of Funds: _____ (“Grantee”) understands and agrees that the funds disbursed under this grant may only be used in compliance with section 602(c) of the Social Security Act (“Act”), as added by Section 9901 of the American Rescue Plan Act (“ARPA”), Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223–26, and the U.S. Department of the Treasury (“Treasury”)’s regulations implementing that section and guidance, and in compliance with all other restrictions and specifications on use set forth in or applicable through this agreement. Grantee will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project.

Period of Performance: The period of performance for this award begins on the date hereof and ends on [END DATE NO LATER THAN 12/31/26]. Grantee may use funds granted under this agreement to cover eligible costs incurred during the period of performance, but no later than [END DATE NO LATER THAN 12/31/24].

Reporting: Grantee agrees to comply with any reporting obligations established by Treasury or the State of Missouri (“State”), as it relates to this grant. Those reporting obligations shall include, without limitation, the following: reporting that is necessary for the State to comply with the Treasury’s Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds, Version: 2, dated April 1, 2022 and any later versions of that publication.¹

Maintenance of and Access to Records: Grantee shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the Act and Treasury’s regulations implementing that section and guidance regarding the eligible uses of funds. Grantee shall also maintain records and financial documents: 1. sufficient for the State, with respect to Grantee’s participation in this grant agreement, to evidence compliance with section 602(c) of the Act and Treasury’s regulations implementing that section and guidance regarding the eligible uses of funds; and 2. necessary for the State, with respect to Grantee’s participation in this grant agreement, to comply with obligations under 2 C.F.R. Part 200 and any other applicable law. For subrecipients, Grantee shall further maintain all records and financial documents necessary for: 1. Grantee to comply with obligations as a subrecipient under 2 C.F.R. Part 200; and 2. the State to comply with obligations as a pass-through entity under 2 C.F.R. Part 200. The Treasury Office of Inspector General, the Government Accountability Office, their authorized representatives, the State, or its authorized representatives, shall have the right of access to records and documents (electronic and otherwise) of Grantee in order to conduct audits or other investigations or reviews.²

¹ For subrecipients, in the case of an additional reporting requirement imposed by the State under 2 C.F.R. § 200.332(a)(3), this agreement shall be amended.

² For subrecipients, the State’s right of access in this paragraph includes, but is not limited to, the right set forth at 2 C.F.R. § 200.332(a)(5) that “the pass-through entity and auditors [shall] have

Records shall be maintained by Grantee for a period of five (5) years after all funds have been expended or returned to the State, whichever is later. Wherever practicable, records should be collected, transmitted, and stored in open and machine-readable formats. Grantee's obligations under this section shall include, without limitation, maintenance of the following specified types of records and financial documents: documents that are necessary for the State to comply with the Treasury's Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds, Version: 2, dated April 1, 2022 and any later versions of that publication.³

Pre-award Costs: Pre-award costs, as defined at 2 C.F.R. § 200.458, may not be paid with funding from this grant.

Conflicts of Interest: For subrecipients only, Grantee understands and agrees that it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this grant. Grantee must disclose in writing to Treasury or the State, as appropriate, any potential conflict of interest affecting the granted funds in accordance with 2 C.F.R. § 200.112.

Compliance with Applicable Law and Regulations: Grantee agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, guidance issued by Treasury regarding the foregoing, and all other restrictions and specifications set forth in or applicable through this agreement. Grantee also agrees to comply with all other applicable state and federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this grant.

Federal regulations applicable to this grant include, without limitation, the following:

i. For subrecipients only, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this grant and subject to such exceptions as may be otherwise provided by Treasury. Excepting for-profit subrecipients, Subpart F – Audit Requirements of Uniform Guidance, implementing the Single Audit Act, shall apply to this grant;

ii. For subrecipients only, Universal Identifier and System for Award Management ("SAM"), 2 C.F.R. Part 25, pursuant to which the award term set forth at Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;

iii. For subrecipients only, Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth at Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;

access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part."

³ For subrecipients, in the case of an additional record-keeping requirement imposed by the State under 2 C.F.R. § 200.332(a)(3), this agreement shall be amended.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, and Treasury's implementing regulation at 31 C.F.R. Part 19, including both the requirement to comply with that part's Subpart C as a condition of participation in this transaction, and the requirement to pass the requirement to comply with that subpart to each person with whom the participant enters into a covered transaction at the next lower tier;

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth at 2 C.F.R. Part 200, Appendix XII, is hereby incorporated by reference;

vi. For subrecipients only, Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;

vii. For subrecipients only, New Restrictions on Lobbying, 31 C.F.R. Part 21;

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601–4655) and implementing regulations; and

ix. Generally applicable federal environmental laws and regulations.

Federal statutes and regulations prohibiting discrimination applicable to this grant include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. For subrecipients and local governments only, Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Remedial Actions: The State reserves the right to impose additional conditions or requirements on Grantee's receipt of this grant, as the State deems necessary or advisable, in order

to facilitate compliance with any existing or additional conditions or requirements imposed upon the State by Treasury for the State's receipt of ARPA funds. The State also reserves the right to seek recoupment or repayment of this grant in whole or in part, in the event that Treasury seeks recoupment or repayment of payments made to the State, for reasons relating to Grantee's acts or omissions respecting this grant. These reservations are expressed without limitation to any other rights the State may hold, either to impose additional conditions or requirements on Grantee's receipt of this grant or to recoup this grant in whole or in part, under this agreement or other applicable law.

Hatch Act: Grantee agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

False Statements: Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

Publications: Any publications produced with funds from this grant must display the following language: "This product [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to State of Missouri by the U.S. Department of the Treasury."

Debts Owed State and Federal Government: Any funds paid to Grantee (1) in excess of the amount to which Grantee is finally determined to be authorized to retain under the terms of this grant; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Grantee shall constitute a debt owed by the State to the federal government. In such instance, the funds constituting the State's debt to the federal government shall also constitute Grantee's debt to the State. Debts owed by Grantee to the State must be paid promptly by Grantee. A debt owed the State by Grantee under this agreement is delinquent if it has not been paid by the date specified in the State's initial demand for payment, unless other satisfactory arrangements have been made or if Grantee knowingly or improperly retains funds that are a debt as defined in this paragraph. The State will take any actions available to it to collect such a debt, including but not limited to actions available to it under the "Remedial Actions" paragraph found in this same section (I) above. The rights of the State as expressed in this paragraph are in addition to, and do not imply the exclusion of, any other rights the State may have under applicable law to collect a debt or seek damages from Grantee.

Disclaimer: In its award of federal financial assistance to the State, Treasury provides that the United States expressly disclaims any and all responsibility or liability to the State or third persons for the actions of the State or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract or subcontract under this award. Furthermore, in its award of federal financial assistance to the State, Treasury

also states that the acceptance of this award by the State does not in any way establish an agency relationship between the United States and the State. This disclaimer applies with equal force to this grant.

Protections for Whistleblowers: For grants to subrecipients exceeding \$250,000: In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced in the statement above includes the following:

- i. a member of Congress or a representative of a committee of Congress;
- ii. an Inspector General;
- iii. the Government Accountability Office;
- iv. a Treasury employee responsible for contract or grant oversight or management;
- v. an authorized official of the Department of Justice or other law enforcement agency;
- vi. a court or grand jury;
- vii. a management official or other employee of the State or Grantee who has the responsibility to investigate, discover, or address misconduct.

Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

Increasing Seat Belt Use in the United States: Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving: Pursuant to federal Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the State hereby encourages Grantee to adopt and enforce policies that ban text messaging while driving.⁴

II. By entering into this agreement, Grantee ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation,

⁴ Section I is based on requirements set forth in Treasury's Coronavirus State Fiscal Recovery Fund Award Terms and Conditions document, executed by the State on July 26, 2021.

denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by Treasury Title VI regulations at 31 C.F.R. Part 22 and other pertinent executive orders such as federal Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

Grantee acknowledges that federal Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency ("LEP"). Grantee understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and Treasury's implementing regulations. Accordingly, Grantee shall initiate reasonable steps, or comply with Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Grantee understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in Grantee's programs, services, and activities.

Grantee agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services, and activities. As a resource, Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.

Grantee acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Grantee and Grantee's successors, transferees, and assignees for the period in which such assistance is provided.

Grantee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this agreement.

Grantee shall cooperate in any enforcement or compliance review activities by Treasury or the State of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, Grantee shall comply with information requests, on-site compliance review, and reporting requirements.

Grantee shall maintain and provide to applicants, beneficiaries, their representatives, or any other party requesting the same, information on how to file a Title VI complaint of discrimination with the State of Missouri.

Grantee shall provide to the State documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between Grantee and the administrative agency that makes any such finding. If Grantee settles a case or matter alleging such discrimination, Grantee must provide to the State documentation of the settlement. If Grantee has not been the subject of any court or administrative agency finding of discrimination, Grantee shall so state.

The United States of America has the right to seek judicial enforcement of the terms of this assurances section and nothing in this section alters or limits the federal enforcement measures that the United States may take in order to address violations of this section or applicable federal law.

Under penalty of perjury, the undersigned certifies that he/she has read and understood this section's obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that Grantee is in compliance with the aforementioned nondiscrimination requirements.

By signing this certification, the undersigned represents his or her intention, and legal authorization, to do so on behalf of Grantee.⁵

Date:

Signature of Grantee's Authorized Representative

Printed Name of Authorized Representative

*******THE SECTIONS BELOW APPLY ONLY TO SUBRECIPIENTS*******

III. This grant to _____ ("Grantee") constitutes a subaward⁶ of federal financial assistance⁷ provided to the State of Missouri ("State") by the U.S. Department of

⁵ Section II is based on requirements set forth in Treasury's Assurance of Compliance with Civil Rights Requirements document, executed by the State on July 26, 2021.

⁶ "Subaward" is defined at 2 C.F.R. § 200.1.

⁷ "Federal financial assistance" is defined at 2 C.F.R. § 200.1.

the Treasury (“Treasury”) pursuant to Section 602(b) of the Social Security Act (“Act”), as added by Section 9901 of the American Rescue Plan Act (“ARPA”), Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223–26. Grantee is a subrecipient⁸ and the State is a pass-through entity⁹ for purposes of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth at 2 C.F.R. Part 200. The following is provided to Grantee pursuant to 2 C.F.R. § 200.332(a)(1):

- Subrecipient name (which must match the name associated with its unique entity identifier): _____.
- Subrecipient's unique entity identifier: _____.
- Federal Award Identification Number (FAIN): _____.
- Federal Award Date of award to the recipient by the Federal agency: _____.
- Subaward Period of Performance Start and End Date: _____.
- Subaward Budget Period Start and End Date: _____.
- Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient: _____.
- Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation: _____.
- Total Amount of the Federal Award committed to the subrecipient by the pass-through entity: _____.
- Federal award project description: ARPA appropriated \$195.3 billion for payments from the Coronavirus State Fiscal Recovery Fund (“SFRF”) to states through Treasury. Act § 602(a)(3)(A), ARPA § 9901, 135 Stat. 4, 224. Those monies are for states “to mitigate the fiscal effects stemming from the public health emergency with respect to [COVID-19].” Act § 602(a)(1), ARPA § 9901, 135 Stat. 4, 223. The State has received more than \$2.6 billion in ARPA SFRF funds, separate from local government allocations. In accordance with the budget passed by the Missouri legislature, the State intends that these funds be utilized for the purposes set forth in ARPA, consistent with other applicable federal law. As part of this effort, the State has elected to distribute a portion of its SFRF funding to appropriate subrecipients.

⁸ “Subrecipient” is defined at 2 C.F.R. § 200.1.

⁹ “Pass-through entity” is defined at 2 C.F.R. § 200.1.

- Name of Federal awarding agency: U.S. Department of Treasury.
- Name of pass-through entity: State of Missouri.
- Contact information for awarding official of pass-through entity:
 - Name: _____.
 - Phone Number: _____.
 - Email Address: _____.
- Assistance Listings number and Title (pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement): _____.
- Identification of whether the award is R & D: _____.
- Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414: _____.

IV. For grants exceeding \$100,000:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form–LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who

fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By signing this certification, the undersigned represents his or her intention, and legal authorization, to do so on behalf of Grantee.¹⁰

Date:

Signature of Grantee's Authorized Representative

Printed Name of Authorized Representative

V. In addition to the other authorities identified in this agreement, Grantee must comply with 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"). The Uniform Guidance is an extensive body of federal rules, and so will not be recited here comprehensively. However, **Grantee must perform this agreement in compliance with the entirety of the Uniform Guidance, not just the provisions discussed in this section.**¹¹

Beyond its definitions and acronym identifications (Subpart A), the Uniform Guidance contains five subparts. Subpart B, "General Provisions," includes a statement of purpose (which provides a general outline of the Part), 2 C.F.R. § 200.100, a provision on conflicts of interest (*see* Section III above), 2 C.F.R. § 200.112, and a provision on mandatory disclosures, 2 C.F.R. § 200.113. Subpart D, "Post Federal Award Requirements," itself covers a range of topics. 2 C.F.R. § 200.302 requires, *inter alia*, that "financial management systems . . . must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award." *Id.* at (a). 2 C.F.R. § 200.303 requires, *inter alia*, "[e]valuat[ion] and monitor[ing]" of "compliance with statutes, regulations and the terms and conditions of Federal awards," as well as the "[t]ak[ing] [of] prompt action when instances of noncompliance are identified including noncompliance identified in audit findings." *Id.* at (c) and (d), respectively. Subpart D also includes "Property Standards." 2 C.F.R. §§ 200.310–327. These sections address Grantee's interaction

¹⁰ Section II is based on requirements set forth at 31 C.F.R. Part 21. Appendix A of that part sets forth this certification.

¹¹ 2 C.F.R. Part 200, Subpart F does not apply to for-profit entities. However, "[f]or-profit entities that receive SLFRF subawards . . . are subject to other audits as deemed necessary by authorized governmental entities, including Treasury and Treasury's [Office of Inspector General]." Treasury's *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*, published February 28, 2022 (Version 3.0), p.12, n.7. Such other audits may be imposed by the State. *Id.* *See also* 2 C.F.R. § 200.501. For-profit subrecipients shall comply with any audit requirements imposed by the State.

with equipment and real property, as well as providing standards for procurement. 2 C.F.R. § 200.329 addresses the monitoring and reporting of program performance. Beginning at 2 C.F.R. § 200.334, Subpart D lists numerous requirements for “Record Retention and Access,” which should be read in concert with the several terms and conditions of this agreement. Subpart E, “Cost Principles,” begins with provisions providing a basic framework for understanding and applying the bulk of these requirements. *See* 2 C.F.R. §§ 200.400 and .401. Subpart E includes a rule on “Reasonable Costs,” 2 C.F.R. § 200.404, which provides a definitional authority as well as primary factors for consideration. *Id.* This subpart also provides a considerable listing of “Selected Items of Cost,” and “General Provisions” for each. 2 C.F.R. §§ 200.420–.476. Subpart F is dedicated to the topic of audits. *See* 2 C.F.R. § 200.500 *et seq.* With certain qualifications, subrecipients are subject to audit pursuant to the federal Single Audit Act and this subpart of the Uniform Guidance. *See* n.12 above, and the authorities there cited.

Exhibit 2

**Special Terms and Conditions for Subrecipient
Missouri ARPA Water Infrastructure Community Grant Program
Grant Award Number:
Entity Name:**

The following are special terms and conditions in addition to the federal terms and conditions for subrecipients.

I. Administrative Terms

1. **Method of Payment.** The recipient will be reimbursed by the Missouri Department of Natural Resources for all allowable expenses incurred in performing the scope of services. The recipient shall report project expenses and submit to the Department original payment requests as required per the financial assistance agreement. The form must be completed with the Department payment request amount and local cost share detailed. Payment requests must provide a breakdown of project expenses by contract line item. Payment requests must be received by the Department per the financial assistance agreement. No reimbursement will be made for expenditures prior to award unless approval for pre-award costs has been granted. No reimbursements will be made for expenditures incurred after the budget period end date unless a budget time period extension has been granted by the Department prior to the budget period end date.
 - a. The recipient agrees to submit the reimbursement form along with supporting documentation no more frequently than monthly. The Department will reimburse eligible invoices proportionally to the grants percentage of the total project cost. The recipient shall be responsible for local cost share funds to pay all remaining eligible invoice amounts. In addition, the recipient is responsible for paying any ineligible costs and costs that exceed the grant award amount listed on the Financial Assistance Agreement.
 - b. All payment requests must have the following certification by the authorized recipient official: By signing this report, I certify to the best of my knowledge and belief the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the financial assistance agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.
 - c. The Department will not reimburse expenses under any contracts until the Department has reviewed and approved said contracts. The Uniform Act requires applicable contract clauses required by 2 CFR 200.327, and subrecipients must follow the procurement standards in 2 CFR 200.318 through 200.327, including ensuring that the procurement methods used for the contracts are appropriate.

- d. The recipient should submit documentation through the online web portal at:
<https://moarpa.mo.gov>.
2. **Local Cost Share Funding:** Failure by the applicant to provide 100% of the local cost share that it committed to contribute to the project, as identified in the financial assistance agreement, may cause the recipient to become ineligible to receive additional financial assistance from the Department. Failure to provide the required local cost share may also result in other enforcement remedies as stated in the federal rules found in 2 CRF Part 200 Subpart D, "Post Federal Award Requirements".
3. **Changes in Budget, Scope of Work, or Period of Performance:** The following is a non-exhaustive listing of when a recipient must request approval from the Department, in writing, to amend project budgets, scope of work, or period of performance:
 - a. For any budget revision, which would result in the need for additional funds. The request must include an acceptable justification for the increase, such as materials cost increase.
 - b. When contracting out, subgranting, or otherwise obtaining a third party to perform activities which are central to the purpose of the award
 - c. To extend the budget or payment periods listed in the financial assistance agreement. For these extensions, the recipient must notify the Department in writing. The request must include justification for the extension request, and a revised period of performance at least 90 calendar days before the end of the period of performance specified in the financial assistance agreement.
4. **Disputes:** The recipient and the Department should attempt to resolve disagreements concerning the administration or performance of the financial assistance agreement. If an agreement cannot be reached, the Department will provide a written decision. Such decision of the Department shall be final unless a request for review is submitted to the Division Director within ten (10) business days after the decision. Such request shall include: (1) a copy of the Department's final decision; (2) a statement of the amount in dispute; (3) a brief description of the issue(s) involved; and (4) a concise statement of the objections to the final decision. A decision by the Department shall constitute final action.
5. **Termination:**
 - a. **Termination for Cause:** The Department may terminate any financial assistance agreement, in whole or in part, at any time before the date of completion, whenever it is determined that the recipient has failed to comply with the terms and conditions of the financial assistance agreement. The Department shall promptly notify the recipient in writing of such a determination and the reasons for the termination, together with the effective date. The Department reserves the right to withhold all or a portion of agreement funds if the recipient violates any term or condition of this financial assistance agreement. Termination for cause may be considered for evaluating future applications. The recipient may object to

terminations with cause and may provide information and documentation challenging the termination.

- b. Termination for Convenience: Both the Department and the recipient may terminate the financial assistance agreement, in whole or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds.
 - c. Financial Assistance Agreements are not transferable to any person or entity.
 - d. Department and recipient remain responsible for compliance with all closeout requirements.
6. **Enforcement; Remedies for Noncompliance:** If the recipient falsifies any award document or materially fails to comply with any term of this financial assistance agreement, the Department may take one or more of the following actions, as appropriate:
 - a. Suspend or terminate, in whole or part, the current agreement;
 - b. Disallow all or part of the cost of the activity or action not in compliance;
 - c. Temporarily withhold cash payments pending the recipient's correction of the deficiency;
 - d. Withhold further awards from the recipient;
 - e. Order the recipient not to transfer ownership of equipment purchased with assistance money without prior Department approval; or
 - f. Take other remedies that may be legally available, including cost recovery, breach of contract, and suspension or debarment.
7. The recipient agrees to ensure that all space for conferences, meetings, conventions or training funded in whole or in part with Federal funds comply with the Hotel and Motel Fire Safety Act of 1990.
8. The recipient agrees to follow the requirements set out in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. § 6962). RCRA Section 6002 states that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in the guidelines contained in 40 CFR 247.
9. The recipient agrees that funds expended for the purposes of this subgrant must be appropriated and made available by the Missouri General Assembly for each fiscal year included within the subgrant period. Therefore, the subgrant shall automatically terminate without penalty or termination costs if such funds are not appropriated and/or granted. In the event that funds are not appropriated and/or granted for the subgrant, the subgrantee

shall not prohibit or otherwise limit DNR's right to pursue alternate solutions and remedies as deemed necessary for the conduct of state government affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the subgrant.

II. Programmatic Terms

1. The recipient understands that the use of their work force to perform American Rescue Plan Act (ARPA) funded construction oversight is not eligible for reimbursement under Missouri's State ARPA program.
2. The recipient agrees to meet the project schedule provided with the funding application or the most recent amended schedule approved by the Department project manager unless justifiable delays occur due to unexpected circumstances. Whenever significant schedule changes occur, the recipient will provide the Department project manager with an amended schedule and an explanation for the changes.
3. In accordance with 34.057 RSMo., the recipient agrees to make prompt payment to its contractor(s) of sums due under this funding agreement and to retain only amounts as may be justified by specific circumstances and provisions of this funding agreement or the construction contract(s).
4. The recipient agrees that a manual or manuals describing the proper operation and maintenance of each system will be prepared prior to works in operation.
5. Generally Accepted Accounting Principles. The recipient shall maintain project accounts in accordance with generally accepted government accounting standards, including standards relating to the reporting of infrastructure assets.

III. Preaward

Costs incurred prior to the signing of the grant award may be reimbursed under specific circumstances.

- a. The costs must fall within all general eligibility requirements that are applicable to costs incurred after grant award. This includes state and federal procurement requirements for engineering expenses.
- b. Costs must be preapproved by the Department and must have been incurred after March 03, 2021.
- c. Costs must be consistent with 2 CFR 200.458

Exhibit 3

**Missouri Department of Natural Resources
Community Water, Wastewater, Stormwater, and
Lead Service Line Inventory Grant Programs
State of Missouri American Rescue Plan Act (ARPA)
Frequently Asked Questions**

I thought I applied for state ARPA grants in fall 2021. What did I respond to if that was not an application?

From October 20 – November 30, 2021, the Department invited communities to submit project descriptions and costs as part of a Request for Information (RFI) survey¹. This was not a grant application. The Department used that survey information to describe the statewide need for water infrastructure grants. Based on the survey submissions, the demand for grant funding was approximately 10 times the amount recommended by the Governor.

When can I apply? How long will the application period be open?

The Department will accept applications from May 16, 2022 to July 14, 2022.

How will I know if I submitted a complete application?

The online application portal will not allow an entity to submit an application if all required fields are not populated.

Who are eligible applicants?

Each state ARPA grant program has a specific list of eligible applicants. Each funding program has a unique list of eligible applicants, found in the appendices of the Notice of Funding Opportunity and summarized below.

Eligible applicants for Lead Service Line Inventories, Drinking Water ARPA Grants and Wastewater ARPA Grants are: Incorporated Municipalities, Public Water or Sewer Districts (if they operate a drinking water utility), Quasi-Governmental Agencies (e.g., irrigation, telephone, oil, gas, water, and electric companies), and Joint Municipal Utility Commissions. Privately Owned Utilities or Nonprofit Organizations whose sole purpose is to provide drinking water or wastewater service are also eligible to apply for Drinking Water ARPA Grants and Wastewater ARPA Grants.

Eligible Applicants for Stormwater ARPA Grants are Incorporated Municipalities, Counties, and Public Sewer Districts.

Businesses, individuals, or households are not eligible to apply for the water infrastructure grant programs.

What are eligible project types?

¹ <https://dnr.mo.gov/communications/news/departments-natural-resources-seeks-information-water-infrastructure-funding-needs>

Generally, capital infrastructure construction projects are eligible for the state ARPA grant programs, especially if they are eligible for the State Revolving Fund program, with the exception of the lead service line inventory projects. Please see the Notice of Funding Opportunity document for a detailed list of eligible and ineligible project types by grant program.

Is an applicant eligible for grant funding to connect another system if their treatment works is at or above the facility's design capacity?

No, an applicant must be able to document that their system has unused capacity that is sufficient to accept the additional flow from the facility or facilities to be connected, and must also be meeting permit effluent limits.

Will a community score higher for ARPA water grants if they are currently on the State Revolving Fund Intended Use Plan?

No, the state ARPA grant programs are separate from the Clean Water or Drinking Water State Revolving Funds and their associated Project Priority Lists and Intended Use Plans. A community does not need to be on the Intended Use Plan to be eligible for ARPA water grants.

Who will score the applications?

The Department will select a team of current employees, including both project managers and engineers, with experience in reviewing capital improvement projects in the fields of drinking water, wastewater, and stormwater.

How will the Department score projects?

The Department's team will score applications using the factors listed in the appendices of the Notice of Funding Opportunity document. The Department anticipates the scoring process to take up to 3 months to complete, depending on the number of applications submitted. Application scoring will begin July 15, 2022, and is expected to conclude on or before October 12, 2022.

What factors are included in the scoring sheet?

Factors include assessing affordability and financial capability, necessity of project to maintain reliable service, and engineering capability. Complete details, including factor weighting, are contained in appendices 1 through 4.

How will the census data for my project's scoring be selected?

The project area is defined as the geographic area impacted by and/or benefiting from the applicant's project within:

- (a) An incorporated municipality's political boundary for non-entitlement communities or
- (b) One or multiple census tracts for public water or sewer districts, counties, quasi-governmental agencies (e.g., irrigation, telephone, oil, gas, water, and electric companies), privately owned utilities, non-profit organizations, or entitlement communities. If multiple census tracts are impacted or benefit from the project, the Department will sum or average the census data as appropriate.

Non-entitlement units of local government, defined in section 603(g)(5) of the Social Security Act, as added by section 9901 of the American Rescue Plan Act of 2021, are local governments typically serving populations of less than 50,000.

Missouri's metropolitan cities/entitlement communities are Blue Springs, Cape Girardeau city, Columbia, Florissant, Independence, Jefferson City, Joplin, Kansas City, Lee's Summit, O'Fallon, Springfield, St. Joseph, St. Louis, St. Charles city, and St. Peters city.²

Is a local match or cost share required?

Yes, local cost share is required to be provided in order to be eligible for state funds. The preferred cost share sources are the applicant's local ARPA allocation funds or cash on hand. The higher percent of local cost share provided will earn additional points in the scoring process, which makes that project more competitive (see scoring sheet for additional information). Each applicant will be required to submit a certification, the Assurance of Local Funds form, committing those local funds to the project at the time of application. If selected for funding, that applicant will be required to provide that exact cost share as part of the grant agreement.

For example: City ABC received \$200,000 in local ARPA funds. However, a needed wastewater project costs \$3 million. City ABC could apply for a state ARPA grant in the amount of \$2,800,000 with an Assurance of Local Funds in the amount of \$200,000 from local ARPA grant money.

Are in-kind services or force account work (e.g., work by the city's own staff with our own equipment) allowed as part of our local cost share?

No. Applicants must have cash-on-hand or local ARPA funds to offer as their local cost share, not in-kind services.

The Department does not consider Federal funds*, such as State Revolving Fund loans, U.S. Department of Agriculture – Rural Development loans and Community Development Block Grants an appropriate local cost share source for ARPA grants because the cumbersome federal requirements associated with these programs will slow project progress, and will jeopardize the ability of the applicant to meet the very aggressive federal ARPA deadlines.

*The Department may consider granting an exception to allow use of Federal funds as local cost share for projects that are designed and ready to bid, and for which the federal funds have been awarded or will be within 30 days. Such exceptions may be made at the Department's sole discretion at the time of application. Exceptions will be based on the Department's assessment of project readiness, including an estimated project schedule indicating the project completion date is prior to December 31, 2026.

Will the Department give priority to communities that utilize their local ARPA allocation funding as local cost share for the state ARPA grant programs versus cash on hand?

No. Local ARPA money and cash on hand will receive the same weighting in the scoring process.

² <https://home.treasury.gov/system/files/136/fiscalrecoveryfunds-metrocitiesfunding1-508A.pdf>

What data will the Department use for assessing affordability and financial capability?

The Department utilizes the most current publicly available 5-year American Community Survey (ACS) data gathered by the U.S. Census Bureau because it is periodically updated, publicly available on the Census Bureau website (www.census.gov/programs-surveys/acs/), and is the most comprehensive source.

Does my project need to be shovel-ready to apply or be competitive?

No, a project does not need to be “shovel-ready” to be eligible to apply. However, an applicant *will* need to be confident it and its contractors are able to meet the aggressive timelines outlined in ARPA (funds must be obligated to a project by December 31, 2024 and spent by December 31, 2026). The Department’s ARPA grant scoring provides additional points for project readiness (having a completed engineering report).

Is an engineering report, facility plan, or other document required?

No. However, additional prioritization points are available for projects with an engineering report or facility plan (if required). Wastewater projects must follow the design guidelines outlined in 10 CSR 20-8.110³ and drinking water projects must follow the Minimum Design Standards for Missouri Community Water Systems⁴. For most wastewater or drinking water improvements, an engineering report or facility plan is usually required, unless the project is a:

- wastewater improvement that is exempt per 10 CSR 20-6.010(4)(B)⁵,
- the drinking water project is a meter-only replacement project, or
- the project is a lead service line inventory project.

Stormwater projects must have documentation of an investigation and problem statement, project scope statement, benefit evaluation, cost estimate, and map(s) of the project area to receive additional prioritization points.

Can an applicant apply for a state ARPA grant if the proposed project does not have a completed engineering report or facility plan?

Yes. If the Department selects a project without an engineering report for grant funding, and the project scores well enough to be assigned funding, the applicant will be required to submit an acceptable engineering report or facility plan no later than October 12, 2022. If a wastewater project requires an anti-degradation review, the applicant must request that review and submit the analysis with the report or plan no later than October 12, 2022. The Department does not need to have approved the report or plan by that date.

Can I apply for a state ARPA grant to complete an engineering report, facility plan, capital improvement plan, integrated plan, or other planning activity besides a lead service line inventory?

No, the state ARPA grant programs are for capital improvements related to the construction and security of drinking water, wastewater, and stormwater systems. In addition, projects involving operation and maintenance are not allowable. The only planning activity allowed is for the lead service line inventory program.

³ <https://www.sos.mo.gov/cmsimages/adrules/csr/current/10csr/10c20-8.pdf>, page 3

⁴ <https://dnr.mo.gov/document-search/minimum-design-standards-missouri-community-water-systems-pub2489>

⁵ <https://www.sos.mo.gov/cmsimages/adrules/csr/current/10csr/10c20-6.pdf>, page 4

How old can an engineering report or facility plan be and still be valid?

The Department generally accepts an engineering report or facility plan that is less than 3 years since its last update. If the costs are no longer accurate or different alternatives are considered, an update will be required. A community and their consultant would need to document any changes in a revised report or plan. For engineering reports or facility plans older than 3 years old, the Department may require updates. An update would be necessary if a report or plan does not address regulations implemented after its initial drafting.

For example: If a community completed a facility plan in July 2019, that plan would be acceptable. However, it would likely need a cost update due to recent increases in professional services and construction materials.

What is the ARPA procurement process for professional services (e.g., engineering)?

Engineering procurement will need to follow local, state, and federal requirements. Applicants must procure engineering services in accordance with state statutes found at Sections 8.285 through 8.291, RSMo. and federal rules found in 2 CFR Part 200 Subpart D⁶. Procurement of engineering services must be task-specific, which means procurement for general engineering services is not eligible.

As applicants could be in various stages of planning and design, not all will need to do a new request for qualifications (RFQs). If the RFQ for a facility plan included design and construction oversight services as part of the scope, then the applicant would not need an additional RFQ. If the RFQ was only for the development of a facility plan or engineering report, then an applicant should complete a new RFQ for design and construction oversight services. This would also apply to applicants who moved on from the engineering firm who completed their facility plan or engineering report. Applicants who have already procured design and construction oversight services with an appropriate qualification based selection (QBS) method would not need to do a new RFQ.

Does an applicant have to post an RFQ publically or may they directly solicit?

An applicant must publically advertise an RFQ⁷. Be sure to announce broadly to include disadvantaged (e.g., minor and women-owned) business enterprises in the solicitation.

What happens if an applicant did not properly procure?

There are two options. Option one; an applicant would need to re-procure per the proper procedure. The Department can provide an RFQ template and guidance, but cannot advice or participate in the process. Option two; an applicant may use its own funding (not state or local ARPA grants or local cost share obligated as part of the project) to pay for engineering services and not ask for reimbursement.

Can an applicant use the consultant they have on retainer?

No, an applicant cannot use a consultant they have on retainer, and instead must go through a new procurement process. After proper soliciting and scoring the RFQ submittals, the

⁶ <https://revisor.mo.gov/main/OneChapter.aspx?chapter=8> (state) & <https://www.govinfo.gov/content/pkg/FR-2020-08-13/pdf/2020-17468.pdf> (federal)

⁷ 2 C.F.R. §200.320(b)2(i), <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d/section-200.320>

applicant may choose the consultant who was previously on retainer if they meet the needs outlined in the RFQ, are the most qualified, etc.

Can an applicant ask a consultant they are familiar with to help them draft the RFQ?

Yes, but that consultant may not submit a response to the RFQ.

Does the applicant need to complete engineering services procurement prior to applying for a state ARPA grant?

No, the applicant does not need to procure prior to application submittal. Applicants may choose to procure services after notification of selection for a state ARPA grant. However, the Department will require applicants who have completed procurement prior to application to provide a certification of proper procurement along with any required supporting documents at the time of state ARPA grant application.

Will the Department be reviewing and approving contracts for the ARPA-funded program?

The Department will review contracts (e.g., engineering, construction) to determine eligible project costs and compliance with program requirements. The State of Missouri will only reimburse costs based on approved contracts.

Does ARPA allow for design-build or design-bid-build delivery methods?

Federal grant rules allow design-bid-build delivery methods. Fixed price design-build contracts appear to also meet the requirements contained in 2 CRF Part 200 Subpart D⁸. The Department currently has an inquiry into U.S. Treasury to determine if progressive design-build would be allowable.

What happens if the cost of the project increases between the time of application and grant award?

The Department will only award the state ARPA grant based on the amount requested on the application up to the cap or grant monies available. Should the cost of the project increase in the interim, the applicant will be responsible for that increased cost. For this reason, the Department encourages applicants to review their engineering reports and facility plans to ensure that costs are up-to-date and any necessary contingencies are addressed in order to prevent situations like this.

Can an applicant increase their contingency from the customary 10% to 20%?

No. Contingency will remain at 10%. The Department encourages applicants to have up-to-date cost proposals that take into account the current professional services and construction markets.

Can a community apply for a State Revolving Fund (SRF) low-interest loan or a Small Borrower Loan to fund the gap between a state ARPA grant allocation and total project cost?

No. The Department recommends not comingling other funding sources (e.g., SRF, U.S. Department of Agriculture - Rural Development, Community Development Block Grant,

⁸ <https://www.govinfo.gov/content/pkg/FR-2020-08-13/pdf/2020-17468.pdf>

etc.) with ARPA grants. Recipients must expend ARPA funds in a relatively short timeframe, and ARPA has fewer requirements in order to encourage economic stimulation. Pairing ARPA funding with another state or federal funding program would add all the requirements from that other funding source to the ARPA grants, likely resulting in increased steps, protracted timelines, and additional coordination among agencies. The added requirements of other state or federal funding programs could cause project delays that jeopardize a project's ability to meet ARPA's aggressive funding deadlines; December 31, 2024 to obligate funds, and December 31 2026 to spend all funding.

Can a community take out a private line of credit/loan or Certificate of Participation (COP) to provide local cost-share for an APRA grant?

No, since ARPA is to help communities that may not be able to afford their project through other means.

How will a grant cap work if the Department is looking to avoid comingling other funding sources with state ARPA grants?

The maximum grant award for a drinking water, wastewater, or stormwater project will be \$5,000,000. The maximum grant award for a lead service line inventory project will be \$200,000. The Department researched current planning, design, and construction costs as well as analyzed data from the 2021 RFI to determine a grant cap for each of the state ARPA programs. A significant amount of projects would fall under each grant cap. For those projects that do not, the Department recommends looking at phasing a project, establishing tiers of priority related to specific project components, and/or funding the remainder through local funds such as cash on hand and local ARPA allocations.

For example: The state ARPA grant cap is \$5 million for the wastewater program, of which approximately 75% of applicants and their projects would be under that amount per the RFI. Should a community have a \$6 million project, they may request the max \$5 million state ARPA grant while offering \$1 million in cost share funds in the form of their local ARPA allocation. If that same community does not have funds above the grant cap, they would need to phase or reduce the project based on priority components to fit within the grant allowances.

Can a community submit an application for multiple projects?

For drinking water, wastewater, and lead service line programs, communities can only submit one application for each individual program. However, they can submit applications for multiple programs. For instance a city could submit an application for a drinking water project and a separate application for a wastewater project, but could not submit two applications for wastewater projects. It is possible that a community could receive multiple grants.

The Department encourages applicants with multiple projects in one category to submit only the project with the highest priority or review the scoring rubric prior to submittal to self-assess the competitiveness of each application and submit the one they assess to be most competitive. If the applicant does submit multiple applications for one category, the Department will reach out to the applicant prior to scoring to determine which project is the

priority or if the applicant wishes to consolidate their projects into a single application up to the maximum grant amount.

What requirements must an applicant comply with regarding wages?

Recipients are encouraged to use strong labor standards on projects under \$10 million that utilize ARPA funding (state or local). For those ARPA projects with total costs more than \$10 million, the Final Rule requires applicants to pay Davis Bacon Federal Prevailing Wage Rates. State prevailing wage rate requirements apply to all public works projects over \$75,000.

Do the National Environmental Protection Act (NEPA), American Iron and Steel (AIS), and Build America, Buy American Act (BABAA) requirements apply to state ARPA grant funds?

No, these are not required as part of ARPA grants. Grant recipients will be required to follow the terms and conditions of the award, which includes compliance with 2 CRF Part 200⁹ and other applicable federal, state, and local laws and regulations¹⁰.

How will the Department notify applicants of their status?

The Department will notify all applicants, successful and unsuccessful, in writing after completing the scoring process. The highest scoring unsuccessful applicants will be placed on a waiting list. If successful applicants fail to make adequate progress toward completing their project, their grant funds may be withdrawn and awarded to an applicant on the waiting list. This process is called bypass. Waiting list applicants will receive available bypass funding according to their application's score.

If approved, will an applicant receive the entire approved state ARPA grant funding upfront?

No, applicants will request reimbursement of expenses incurred through a request for reimbursement process.

Can an applicant request reimbursement for costs incurred prior to state ARPA grant awards?

Costs incurred prior to notice of a grant award may only be reimbursed if they are consistent with 2 CFR. 200.458. There are a number of requirements that will apply to these projects that will be provided to awardees once selected. No costs incurred prior to March 3, 2021 may be reimbursed.

If my community took out an interim loan to pay for planning or design of the proposed ARPA project, can we seek reimbursement for those expenses?

As stated in the previous answer, the Department recommends applicants be cautious about expenses incurred prior to the state ARPA grant award. The Department may reimburse eligible expenses incurred after March 3, 2021 consistent with 2 CFR 200.458.

⁹ Uniform Grant Requirements: <https://www.govinfo.gov/content/pkg/FR-2020-08-13/pdf/2020-17468.pdf>

¹⁰ Final ARPA Rule: <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>, page 4374 & 4431

If an applicant needs to phase a project using other funding sources such as SRF, how is that approached?

An applicant may want or need to phase a project in order to be under the state ARPA grant cap or for other reasons. The ARPA phase of a project would need to be at the point of construction contract award in order to be considered as separate from a planning or subsequent phase. However, phasing a project is not always possible. If construction phases overlap, the funding agencies may consider the two phases to be one; and therefore, the requirements from both funding sources would apply to both phases.

For example: If an applicant received state ARPA grant funding for Phase 1 that entails a drinking water plant improvement, the Department would consider that project completed when the applicant has submitted and the Department concurred with all the proper closeout certification forms. The Department could then award an SRF low-interest loan/grant package for Phase 2 to address distribution system improvements. The SRF requirements would not transfer to the Phase 1 project funded through ARPA.

What happens if an applicant is not responsive to a request for information within a reasonable time or cannot complete project milestones by the designated dates?

The Department may bypass a higher ranked project that could not be reasonably awarded grant funding by December 31, 2024, and/or completed construction by December 31, 2026, for the next lower ranked project that will meet those timeframes.

Regarding stormwater projects, does the applicant need to apply for a permit modification or change their Stormwater Management Plan (SWMP)?

The stormwater grant program is for those permitted Municipal Separate Storm Sewer (MS4) and Combined Sewer Overflow (CSO) communities that have capital improvement needs related to stormwater and not CSO separation projects. An MS4 applicant would not need to request a permit modification to capture the proposed project, but it would need to be part of the community's SWMP. If the project is not part of the SWMP, then an update would be needed within 6 months of grant award.

Who is responsible for completing the project upon grant award?

Upon grant award, the applicant is responsible for completing the project. If the applicant does not complete the project but has received grant funds for a portion of the work, the applicant must repay, to the Department, any funds disbursed.

After construction is complete, who is responsible for what has been constructed?

The applicant is responsible for any grant-funded related infrastructure.

If my project ranks low, what other funding is available?

Outside of the state ARPA grant programs, funding in the form of low-interest loans paired with grants are available through the Department's Clean Water and Drinking Water State Revolving Funds including potentially new programs and increased funding from the Infrastructure Investment and Jobs Act, otherwise known as the Bipartisan Infrastructure Law (BIL). Additionally, the U.S. Department of Agriculture's Rural Development offers low-interest loans and both they and Missouri Department of Economic Development's Community Development Block Grant offer grant programs.

If you have additional questions, contact the Department's Financial Assistance Center available online at <https://dnr.mo.gov/water/business-industry-other-entities/financial-opportunities/financial-assistance-center>, call 800-361-4827 or 573-751-1192, or email fac@dnr.mo.gov.

Nothing in this document may be used to implement any enforcement action or levy any penalty unless promulgated by rule under chapter 536 or authorized by statute.

For more information

Missouri Department of Natural Resources

Financial Assistance Center

P.O. Box 176

Jefferson City, MO 65102-0176

800-361-4827 or 573-751-1192

573-751-9396 fax

<https://dnr.mo.gov/water/business-industry-other-entities/financial-opportunities/financial-assistance-center>

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN AGREEMENT FOR PROFESSIONAL SERVICES FOR WASTEWATER TREATMENT PLANT IMPROVEMENTS.

WHEREAS, the City of Sedalia, Missouri has received a proposal to enter into an Agreement for professional services with HDR Engineering, Inc. for wastewater treatment plant improvements; and

WHEREAS, under the proposal, the City of Sedalia, Missouri shall pay HDR Engineering, Inc. the sum and amount not to exceed Seventy-seven Thousand Nine Hundred and Two Dollars (\$77,902.00) for said services as more fully described in the proposed Agreement attached to this Ordinance and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri hereby authorizes the Agreement by and between the City of Sedalia, Missouri and HDR Engineering, Inc. 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 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 1st day of April, 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 1st day of April, 2024.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

MEMO

TO: Mayor and City Council

THRU: Kelvin L. Shaw, City Administrator
Matthew Wirt, Assistant City Administrator

FROM: Christopher R. Davies, P.E., City Engineer *CRD 03-28-2024*

SUBJECT: PHASE 1 – OWNERS AGREEMENT BETWEEN THE CITY OF SEDALIA AND HDR, INC.

DATE: March 28, 2024

Background:

The City is in the process of replacing their North WWTP. In determining the most efficient way to accomplish this there are two main areas of focus: 1) Build a new North WWTP at a new location (site has been secured), or 2) Expand the existing Central WWTP to accommodate the flows from the existing North WWTP.

The City has already secured a \$60M bond authority for this purpose through the election process in early February 2024. It is the City's intent to apply for a State Revolving Fund (SRF) loan for the proposed improvements. In applying for SRF Funding, this will afford the City a very low interest rate and may open up opportunities for Grants.

The City has also selected a Design/Build Engineering firm (Burns and McDonnell) and an Owners Agent (HDR, Inc.) through the RFQ process as required by state law and meeting the requirements of the SRF process.

Discussion:

This is the first time the City of Sedalia will complete a design/build project of this scale. The main purposes of a Design/Build process are: 1) to save time in the overall project, and 2) reduce cost of the project. However, the majority of cities do not have staff on board that have the overall expertise to cover all of the disciplines required for a project of this size and scope, which is the case for the City of Sedalia. That is the purpose and why the City has selected to move forward with engaging an Owners Agent (HDR, Inc.)

The first phase of the work that we are seeking approval for is: 1) review data and gaps in data from the Central and North WWTP's, 2) to meet with the City, our Design/Build Team (Burns and McDonnell), HDR, Inc., and 3) determine/define the project and best/most efficient path forward to accomplish the goal of replacing the North WWTP and upgrading the Central WWTP to be in compliance within budget.

Recommendation:

City staff recommends the City Council approved the Owner-Engineer Agreement between HDR, Inc. and the City of Sedalia in the amount of \$77,902.00 and authorizing the Mayor to sign said agreement.

**SHORT FORM AGREEMENT BETWEEN OWNER AND
HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES
AGREEMENT NUMBER _____**

THIS AGREEMENT is made as of this ____ day of ____, 2024, between CITY OF SEDALIA, MISSOURI (“OWNER”) a municipality, with principal offices at 200 South Osage Avenue and HDR ENGINEERING, INC., (“ENGINEER” or “CONSULTANT”) for services in connection with the project known as Wastewater Treatment Plant Improvements Owners Representative Services (“Project”);

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

SECTION IV. COMPENSATION

Compensation for ENGINEER’S services under this Agreement shall be based on Hourly Rates (Direct Labor Costs Times a Factor of 3.2 for the services of Engineer’s personnel engaged on the project), plus Reimbursable Expenses, for a Not-to-Exceed amount of Seventy-Eight Thousand Dollars (\$78,000) within the limits of the Hourly Rate Schedule attached as Exhibit C. The Hourly Rate Schedule will be adjusted annually with no change to the not-to-exceed amount provided the Scope of Services does not change.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services within the time period(s) described in Exhibit A.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

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

"OWNER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

HDR ENGINEERING, INC.
"ENGINEER"

BY: _____

NAME: Cory Imhoff

TITLE: Senior Vice President

ADDRESS: 10450 Holmes Road Ste 600
Kansas City MO 64131

EXHIBIT A

ENGINEER SCOPE OF SERVICES CITY OF SEDALIA, MISSOURI OWNER'S REPRESENTATIVE SERVICES

for the WASTEWATER TREATMENT PLANT IMPROVEMENT PROJECT

OVERVIEW

The Owner's Representative Services for the City of Sedalia (City) Wastewater Treatment Plant is to advise and assist the City in the project definition phase of this project, which is currently planned to utilize the Progressive Design Build delivery method. HDR (Consultant) will provide project management, integrated project delivery expertise, and wastewater treatment engineering experience and expertise during project definition evaluation.

A. PROJECT MANAGEMENT ADMINISTRATION

A.1 Project Management and Administration

- Conduct project management and administration activities for the anticipated schedule of the project including project initiation, project billing and written status updates (if requested), team management, schedule and budget management, and coordination with City.

Deliverables:

Invoices
Project status updates

B. DATA REVIEW

B.1 Prepare Data Request

- Identify documents and data requested to be provided by City for review by Consultant. Requested information will include information and reports generated by the City, their Contract Operator, and previous engineering reports related to improvements at the North and Central WWTPs.

B.2 Review Operational Data and Summarize Findings

- Review documents provided in B.1 above. Identify data gaps.
- Conduct desktop evaluation of data quality. Identify and investigate irregularities.
- Conduct site visit to observe sample locations, interview operational staff, and observe the current operational approach at the North and Central WWTPs.

B.3 Review Previous Studies and Evaluations

- Review previous studies and evaluations performed on City's behalf related to expansion or modification to the North and Central Plants. Provide a list of questions to be presented to the City's selected Design Builder which may be necessary to further define or modify the WWTP Project which was anticipated in RFQ 202-014.
- Review Antidegradation reports and permit application information prepared for or submitted on behalf of the City. Review relevant correspondence with MDNR and the final Administrative Order on Consent. Identify potential for alternative permitting approaches and potential impacts to the project definition. It is assumed this will require one virtual meeting with MDNR to discuss the project or potential alternative approaches.

Deliverables:

Data request
Project Definition Questions Memo

C. DESIGN-BUILDER PROJECT DEFINITION MEETINGS

C.1 Design-Builder Project Definition Meeting

- Attend a meeting with the City and the City's selected Design-Builder to present and discuss the questions identified in B.3.
- It is anticipated that this meeting will take place in early May 2024

C.2 Design-Builder Project Definition Meeting

- Attend a follow-up meeting with the City and the City's selected Design-Builder to for the selected Design-Builder to respond to the questions identified in B.3.
- It is anticipated that this meeting will take place approximately two weeks after the Meeting identified in C.1

D. On Call Services

- Upon written request by the City, HDR will perform additional services as requested in support of project definition and/or procurement activities related to the WWTP Project.

E. Additional Services

Scope for additional phases will be determined following the outcome of the Project Definition Meeting.

EXHIBIT B

HDR Engineering, Inc. Terms and Conditions for Consulting Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by CONSULTANT and its employees under this Agreement will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under the same or similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.

2. INSURANCE/INDEMNITY

CONSULTANT agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which CONSULTANT is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. CONSULTANT agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by CONSULTANT's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. ESTIMATES

Any estimates of project cost, value or savings provided by CONSULTANT are intended to allow a comparative evaluation between alternatives and do not constitute a detailed evaluation or prediction of actual project costs, value or savings. Any such estimates are made on the basis of information available to CONSULTANT and on the basis of CONSULTANT's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since CONSULTANT has no control over the impact of various factors that impact the actual project cost, value or savings, CONSULTANT does not guarantee that the actual project cost, value or savings will not vary from CONSULTANT's estimates.

4. CONTROLLING LAW

This Agreement is to be governed by the law of the state where CONSULTANT's services are performed.

5. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and CONSULTANT, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor CONSULTANT will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by CONSULTANT. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering, consulting and related services hereunder, it is understood by OWNER that CONSULTANT is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by CONSULTANT, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by CONSULTANT.

7. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by CONSULTANT pursuant to this Agreement, are instruments of service with respect to the project. CONSULTANT retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT, and OWNER will defend, indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by OWNER and CONSULTANT.

8. TERMINATION OF AGREEMENT

OWNER or CONSULTANT may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs CONSULTANT incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

9. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

10. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

11. INVOICES

CONSULTANT will submit monthly invoices for services rendered and OWNER will make payments to CONSULTANT within thirty (30) days of OWNER's receipt of CONSULTANT's invoice.

CONSULTANT will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in CONSULTANT's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify CONSULTANT of the dispute and request clarification and/or correction. After any dispute has been settled, CONSULTANT will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for CONSULTANT. CONSULTANT retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives CONSULTANT's invoice. In the event undisputed portions of CONSULTANT's invoices are not paid when due, CONSULTANT also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by CONSULTANT are estimates to perform the services required to complete the project as CONSULTANT understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. CONSULTANT will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, CONSULTANT agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

14. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between CONSULTANT and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

15. ALLOCATION OF RISK

OWNER AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.

16. LITIGATION SUPPORT

In the event CONSULTANT is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which CONSULTANT is not a party, OWNER shall reimburse CONSULTANT for reasonable costs in responding and compensate CONSULTANT at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

17. NO THIRD PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than the OWNER and CONSULTANT and has no third-party beneficiaries. All work product will be prepared for the sole and exclusive use of the OWNER and is not for the benefit of any third party and may not be distributed to, disclosed in any form to, used by, or relied upon by, any third party without the prior written consent of CONSULTANT, which consent may be withheld in its sole discretion. OWNER agrees to indemnify CONSULTANT and its officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including but not limited to litigation expenses and attorney's fees arising out of or related to the unauthorized disclosure, change, or alteration of such work product.

Use of any report or any information contained therein by any party other than OWNER shall be at the sole risk of such party and shall constitute a release and agreement by such party to defend and indemnify CONSULTANT and its affiliates, officers, employees and subcontractors from and against any liability for direct, indirect, incidental, consequential or special loss or damage or other liability of any nature arising from said party's use of such report or reliance upon any of its content. To the maximum extent permitted by law, such release from and indemnification against liability shall apply in contract, tort (including negligence), strict liability, or any other theory of liability.

18. DISCLAIMER

In preparing reports, CONSULTANT relies, in whole or in part, on data and information provided by the OWNER and third parties, which information has not been independently verified by CONSULTANT and which CONSULTANT has assumed to be accurate, complete, reliable, and current. Therefore, while CONSULTANT has utilized the customary professional standard of care in preparing this report, CONSULTANT does not warrant or guarantee the conclusions set forth in reports which are dependent or based upon data, information or statements supplied by third parties or the OWNER.

19. OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems ("OT Systems") and features designed, recommended or assessed by CONSULTANT are dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by CONSULTANT are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, CONSULTANT does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against CONSULTANT resulting from any such incidents that relate to or affect OWNER's OT Systems.

20. FORCE MAJEURE

CONSULTANT shall not be responsible for delays caused by factors beyond CONSULTANT's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of CONSULTANT's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond CONSULTANT's reasonable control occur, the OWNER agrees that CONSULTANT shall not be responsible for damages, nor shall CONSULTANT be deemed in default of this Agreement,

and the parties will negotiate an equitable adjustment to CONSULTANT's schedule and/or compensation if impacted by the force majeure event or condition.

EXHIBIT C
HOURLY RATE SCHEDULE



City of Sedalia
 WWTP Improvements - Owners Advisor - Project
 Definition
 Scope and Fee Estimate - March 20, 2024

TASKS	Staff Name	Young, P	O'Dell, L	Carand, D	Adams-Weber, J	Matole, R	Bachynska, Y	Whitehill, S	Briggett, J	Total NDR Hours	NDR Expenses	Total
	Rate Schedule Code	Project Principal	Senior Project Manager	Senior Water Quality	Technical Specialist	Project Engineer	Mission Project Engineer	Support Staff	Support Staff			
	Project Role	Project Principal	Senior Project Manager	Senior Water Quality	Technical Specialist	Project Engineer	Mission Project Engineer	Support Staff	Support Staff			
Billing Rate	\$100	\$100	\$257	\$124	\$107	\$111	\$100	\$164				
A. PROJECT MANAGEMENT ADMINISTRATION												
1) Project Initiation/Invoicing			5					3	2	10		\$2,017
Subtotal Hours		0	5	0	0	0	0	3	2	10		
Subtotal Dollars		\$0	\$1,500	\$0	\$0	\$0	\$0	\$300	\$217		\$0	\$2,017
Total Task A												\$2,017
B. Data Review												
1) Data Gap Analysis/Request		2	4			4	0			18		\$3,793
2) Review Operational Data and Summarize Findings		0	13			24	40	8		92	\$250	\$17,559
3) Review Previous Studies and Evaluations		0	12	30	0	24	40	8		128		\$26,313
4) QC		0	0	4	0	0	0	0		4		\$1,207
Subtotal Hours		2	29	34	0	52	80	16	0	240		
Subtotal Dollars		\$7,200	\$8,400	\$7,707	\$2,594	\$9,701	\$11,509	\$1,600	\$0	\$250		\$48,961
Total Task B												\$48,961
C. Design/Define Project Definition Meetings												
1) Project Definition Meeting		4	4	4	4					16	\$150	\$5,375
2) Project Definition Followup Meeting		4	4	4	4					16		\$5,125
Subtotal Hours		8	8	8	8	0	0	0	0	32		
Subtotal Dollars		\$1,200	\$2,400	\$2,055	\$2,594	\$0	\$0	\$0	\$0	\$250		\$10,499
Total Task C												\$10,499
D. On Call												
1) Subtask		4	16	0		16	32	8		64		\$16,435
Subtotal Hours		4	16	0	0	16	32	8	0	64		
Subtotal Dollars		\$1,600	\$4,800	\$2,055	\$0	\$2,985	\$4,185	\$800	\$0	\$0	\$0	\$16,435
Total Task D												\$16,435
Total Hours		30	57	46	36	68	120	27	2	360		732
Total Billing Amount		\$12,000	\$17,100	\$11,817	\$5,188	\$12,686	\$15,694	\$2,700	\$217	\$500		\$77,901

Estimated Project Fee \$77,901



Hourly Rate Schedule

(January 1, 2024– December 31, 2024)

Billing rates will be updated on an annual basis. Employees may move within categories at any time throughout the year based on any salary adjustments incurred by employees. The rates listed below do not include reimbursable expenses.

Role	Hourly Rate
Project Principal	\$375.00 - \$400.00
Principal Project Manager/Senior Technical Specialist	\$350.00 - \$375.00
Technical Specialist/Senior Project Manager	\$260.00 - \$350.00
Project /Design Manager II	\$210.00 - \$260.00
Project /Design Manager I	\$150.00 - \$210.00
Senior Project Engineer/Designer	\$190.00 - \$280.00
Project Engineer/Designer	\$140.00 - \$190.00
Assistant Project Engineer/Designer	\$95.00 - \$140.00
Engineering Intern	\$70.00 - \$100.00
Senior Structural Engineer	\$190.00 - \$280.00
Structural Engineer	\$140.00 - \$190.00
Senior Electrical/Instrumentation Engineer	\$190.00 - \$280.00
Electrical/Instrumentation Engineer	\$130.00 - \$190.00
Senior Mechanical Engineer	\$190.00 - \$280.00
Mechanical Engineer	\$130.00 - \$190.00
Senior Architect	\$190.00 - \$280.00
Architect	\$120.00 - \$190.00
Senior Environmental/Water Quality Scientist/Modeler	\$180.00 - \$280.00
Environmental/Water Quality Scientist/Modeler	\$90.00 - \$180.00
CADD/BIM Manager	\$175.00 - \$235.00
Senior CADD/GIS Technician/Model Manager	\$155.00 - \$195.00
CADD/GIS Technician	\$75.00 - \$155.00
Construction Manager	\$160.00 - \$235.00
Construction Inspector II	\$160.00 - \$200.00
Construction Inspector I	\$90.00 - \$160.00
Construction Administrator	\$70.00 - \$110.00
Survey Manager	\$160.00 - \$200.00
Survey Technician	\$75.00 - \$160.00
Senior Support Staff/Communications/Public Involvement	\$150.00 - \$250.00
Support Staff/Communications/Public Involvement	\$100.00 - \$150.00
Administration Personnel	\$ 50.00 - \$100.00

REIMBURSABLES:

Printing & Reproduction
Travel
Personal Vehicle Mileage
Fleet Vehicle Mileage
Subconsultants

Cost
Cost
Current IRS Rate
\$0.75/Mile
Cost

RESOLUTION NO. _____

A RESOLUTION NOMINATING THE SITE OF THE OZARK MUSIC FESTIVAL AS A HISTORIC LANDMARK.

WHEREAS, the 1974 Ozark Music Festival on the Missouri State Fairgrounds is a significant piece of history in the City of Sedalia, Missouri; and

WHEREAS, the site is significant as the festival was the last major summer rock and roll music festival held for following decades and drew an estimated 160,000 – 350,000 attendees at Wolfman Jack’s invitation; and

WHEREAS, the entertainers at the festival were a veritable “who’s who” of legendary 1970’s musicians; and

WHEREAS, the event typified the cultural transitions of the era; and

WHEREAS, the poorly organized and ill-equipped festival was the turning point in festival development with the Missouri Legislation enacting statutes and provisions to reduce the risk of future events in Missouri communities; and

WHEREAS, Council has determined that the site of said festival should receive recognition of its historical significance.

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

Section 1. The City Council of the City of Sedalia, Missouri fully supports nomination of the site of the Ozark Music Festival as a historic landmark.

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

PASSED by the Council of the City of Sedalia, Missouri, this 1st day of April 2024.

Presiding Officer of the Council

ATTEST:

Jason S. Myers
City Clerk

Sedalia Historic Preservation Commission
Ozark Music Festival Site Landmark Nomination
Report and Recommendation
January 29, 2024

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

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

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

The festival is not only a vivid memory in the lives not only of our residents, who recall the event either with enthusiasm or appall, but it also piques the interest of national and international audiences while displaying the generational differences that mark the cultural transition of the era.

The site meets the criteria for nomination in Section 64-3.b of the City of Sedalia's Zoning Code:

“(2) Its location as a site of a significant local, county, state or national event.”

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

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

Doug Kibburz secured the permission to attain the landmark designation from the Director of the Missouri State Fair. At that time it was Mark Wolfe.

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

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

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

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

None. The property is owned by the State of Missouri and is listed as a National Historic District under the jurisdiction of the State of Missouri and their preservation requirements through the Department of Natural Resources State Historic Preservation Office.

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

None. See 3.b. above.

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

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

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

There are no recommendations at this time. This is for site designation only. The Missouri State Fairgrounds is already a state-owned National Historic District.

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

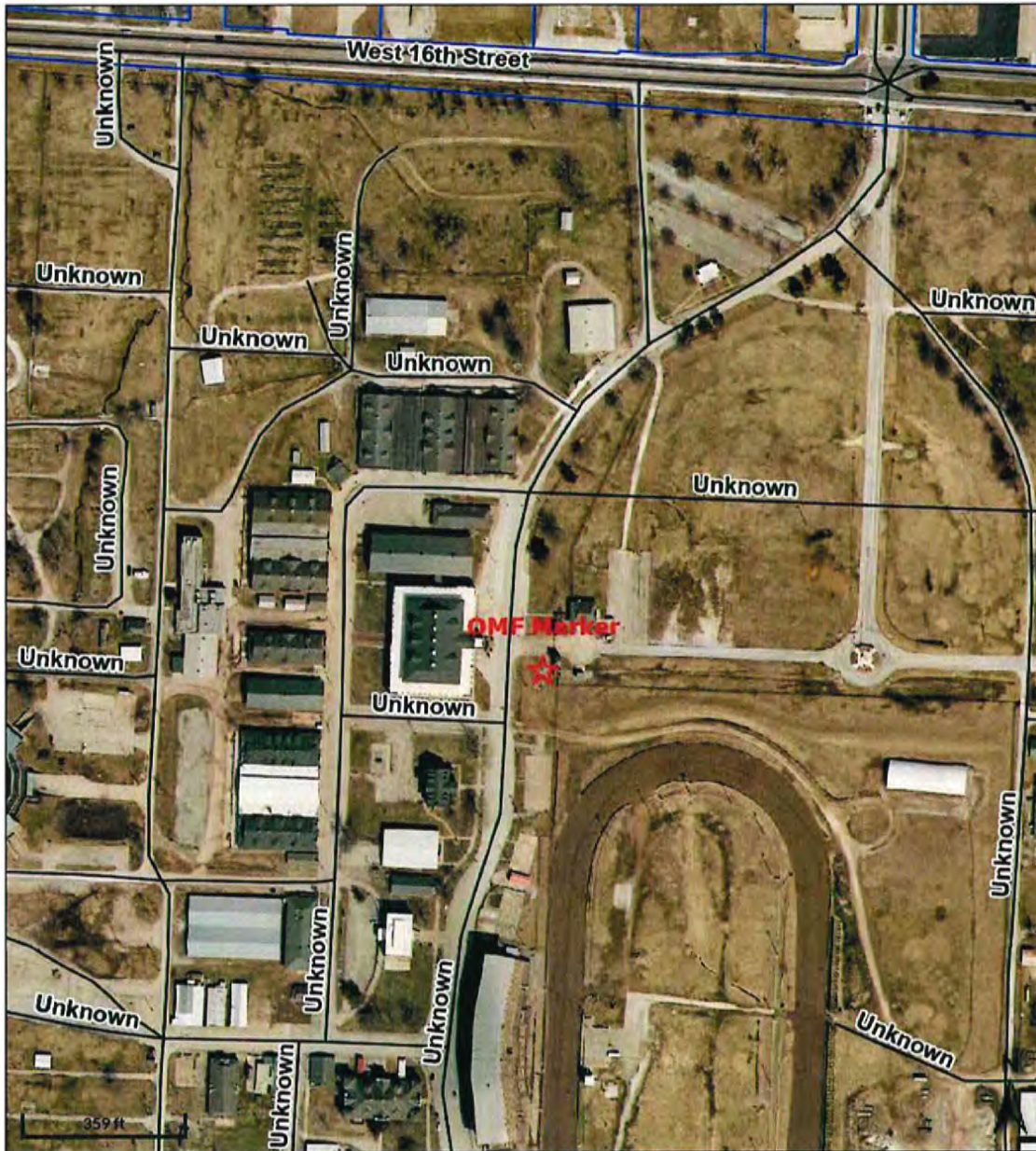
Attached.

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

Of the five commissioners appointed to the Sedalia Historic Preservation Commission, four were present and voted in favor of recommending to the Planning and Zoning Commission that the landmark be approved.

The applicant will provide and install the plaque along the sidewalk at the following site by the main entrance at the Coliseum (as part of the main motor gate memorial area):





Overview



Legend

-  Political Townships
-  Corporate Limits
-  Parcels
-  Roads

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

Date created: 1/30/2024
 Last Data Uploaded: 1/30/2024 4:39:13 AM









THE OZARK MUSIC FESTIVAL

JULY 19-21, 1974

ON THIS SITE EXPANDING OVER THE MISSOURI STATE FAIRGROUNDS IN SEDALLA, MISSOURI THE OZARK MUSIC FESTIVAL WAS HELD ON AN ATROCIOUSLY HOT WEEKEND, AFTER THE SUMMER OF LOVE IN 1967 IN SAN FRANCISCO AND THE WOODSTOCK MUSIC FESTIVAL IN 1969 IN NEW YORK, THE EVOLUTION OF ROCK AND ROLL AND THE COUNTERCULTURE MOVEMENT CAME TO THE MIDWEST. THE GREATEST BANDS OF THE ERA CAME TO ENTERTAIN THE APPROXIMATELY 160,000 FESTIVAL GOERS FROM ACROSS THE COUNTRY JOINING WOLFMAN JACK IN THE FESTIVAL PROMOTED BY CHRIS FRITZ. THE SUFFOCATING HEAT AND ILL PREPARED TOWN AND ATTENDEES ALIKE MANAGED THROUGH THE SOMETIMES DESPERATE CONDITIONS CREATING MEMORIES, BOTH MARVELOUS AND DISAGREEABLE BUT NONE THE LESS UNFORGETTABLE. THE OZARK MUSIC FESTIVAL REMAINS A KEYSTONE IN THE TRANSFORMATION OF THE MUSIC, CULTURAL AND POLITICAL TIMES THAT DEFINED THE 1970S.



Let's Cross Paths

Nomination of Landmark or Historic District

Building and Site Development, City of Sedalia
200 S Osage, Sedalia, MO 65301
Phone: 660-827-3000 Fax: 660-827-7831

Name of Proposed Landmark or Historic District

Site of the 1974 Ozark Music Festival, Missouri State Fairgrounds

Property Address/Location

Missouri State Fair Grounds, Sedalia MO 65301

Applicant Name:

Jeff Lujin, Chris Fritz

Property Owner of Record (if other than applicant):

State of Missouri, Missouri State Fairgrounds

Address:

Address:

2503 West 16th Street

City / State / Zip

City / State / Zip

Sedalia, MO 65301

Email Address (REQUIRED):

jeffersonlujin@gmail.com

Email Address (REQUIRED):

mostatefair@mda.mo.gov

Telephone #:

Telephone #:

660-530-5606

(Attach additional owners information if necessary)

The Sedalia Historic Preservation Commission shall, upon investigation as it deems necessary, make a determination as to whether a nominated property, structure or area meets one or more of the following criteria:

- 1) Its character, interest or value as part of the development, heritage or cultural characteristics of the community, county, state or country.
2) Its location as a significant local, county, state or national event.
3) Its identification with a person or persons who significantly contributed to the development of the community, county, state or country.
4) Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction or use of indigenous materials.
5) Its identification as the work of a master builder, designer, architect or landscape architect whose individual work has influenced the development of the community, county, state or country.
6) Its embodiment of elements of design, detailing, materials or craftsmanship which renders it architecturally significant.
7) Its embodiment of design elements that make it structurally or architecturally innovative.
8) Its unique location or singular physical characteristics that make it an established or familiar visual feature of the neighborhood, community, or city, or the fact that it has yielded or may be likely to yield information important in history.
9) Its character as a particularly fine or unique example of a utilitarian structure including, but not limited to, farmhouses, gas stations or other commercial structures with a high level of integrity or architectural significance.
10) Its suitability for preservation or restoration.
11) A copy of the foregoing criteria for designation of landmarks and historic districts shall be made available to the public upon request at the office of the community development director.

The proposed landmark/historic district is suited for designation as it meets one or more of the above criteria (please write your listings below):

- 1. Its character, interest or value as part of the development, heritage or cultural characteristics of the community, county, state or country.
2. Its location as a significant local, county, state or national event.
3. Its identification with a person or persons who significantly contributed to the development of the community, county, state or country.

Nomination of Landmark or Historic District

Site of the 1974 Ozark Music Festival, Missouri State Fairgrounds

The 1970s were a transitional, pivotal era in the cultural, political and economic times characterized by technological and scientific advances. There were changes in the world's geopolitical status and environmentalism, the women's movement, anti-war, civil rights, the sexual revolution and popular culture were mainstream issues. Popular music was dominated by musicians from the 60's with rock and roll as funk, soul, disco, psychedelic, progressive rock, and jazz rose the mix.

The counterculture movement came to a tipping point in 1967 in the San Francisco Haight Asbury district and the summer of love. The Woodstock festival in New York on Max Yasgur's dairy farm became one of the largest music festivals in the world as the themes of the 70's carried across the continent.

The musical and social evolution came to the Midwest in 1974 on the Missouri State Fairgrounds with the Ozark Music Festival.

An estimated 160,000-350,000 festival goers converged on Sedalia at the invitation of nationally recognized DJ, Wolfman Jack. The set list for the festival would become legendary as the performers would go on to become hall of fame entertainers.

The Ozark Music Festival was the last major summer events with a scarcity of music festivals over the next two decades until the 90's, starting with Lollapalooza, Coachella, Bonnaroo and Summer Fest.

The Ozark Music Festival, though poorly organized and ill equipped, was a cornerstone of the cultural transformation of the times. Woodstock, Lewisville, Georgia's Woodstock, Pilgrimage, Sparkle and Shine, International Pop, Maiden Creek and many more music festivals have erected markers to recognize events that have had cultural impacts.

A film documentary of the Ozark Music Festival is an ongoing project of Jefferson Lujin, Sedalia native and a Facebook group coordinated by Lynette Brown Giesen consisting of over 5000 members (600 of which reside in the Sedalia area) maintain the importance of the event in the memories of the attendees and the following generations that continue to enjoy the music of the 70's.

The OMF was also a turning point in festival development, as planning, safety and security became key components of large public events, thanks in part to the Missouri legislature which evaluate the process.

With a historic designation, the prospect of additional visitors to the site adds yet another point of interest for tourism.

The director of the Missouri State Fair has given permission for the placement of a marker on the site of the 1974 festival and the nomination of inclusion as part of Sedalia, Missouri and American cultural history seems appropriate.

Thank you for the consideration.

Lynette Brown Giesen, Coordinator- Ozark Music Festival FB

Jefferson Lujin, Ozark Music Festival Documentarian

CERTIFICATION:

I certify that I am the Property Owner of Record or an Agent authorized by the Property Owner to file this nomination on their behalf.

via email (attached) – Dr. Doug Kiburz

12/20/2023

Applicant Signature

Date

For Office Use Only

Date Received: 12/20/23	By: John Simmons	File Number:
Level of Review: X Historic Preservation Commission X City Staff		
Historic Preservation Action: X APPROVED <input type="checkbox"/> DENIED		
Date of Action: January 17, 2024		
Date of Historic Preservation Commission Resolution and Report Submitted to Planning & Zoning Commission: January 31, 2024		
Notice of date, time, place and purpose of the Planning & Zoning Commission meeting and a copy of the completed nomination form and designation criteria shall be sent by regular mail to the owner(s) of record and to the nominators.		
Date of Notice(s) Sent: January 31, 2024		
Planning & Zoning Meeting Date: March 6, 2024 (Within 45 Days After Receipt of Resolution and Report from Historic Preservation Commission)		
Planning & Zoning Action: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED		
Planning & Zoning Commission vote and report presented to City Council 60 days following close of Planning & Zoning meeting		
Notice of determination of the planning and zoning commission, including a copy of the report, sent to owners of record of a nominated landmark and owners of all property within a nominated historic district and to the nominator within seven days following a determination of the planning and zoning commission.		
Date of Notice(s) Sent:		
City Council Meeting Date: March 18, 2024 (Within 60 days of closing of Planning & Commission Meeting)		
City Council Action: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED		



Let's Cross Paths

PLANNING & ZONING COMMISSION

Wednesday, March 6, 2024

Council Chambers

5:30 pm

AGENDA

- Call to Order
- Roll Call
- Approval of minutes from November 8, 2023 meeting
- New Business
 - Landmark Designation Nomination – Ozark Music Festival Site
 - Open Public Hearing
 - Close Public Hearing
 - Sedalia Historic Preservation Recommendation
 - Commission discussion & recommendation
- Other
- Next Meeting Date
 - TBD
- Adjourn

The Planning & Zoning Commission reserve the right to discuss any other topics that are broached during the course of this meeting.

IF YOU HAVE SPECIAL NEEDS THAT REQUIRE ACCOMMODATION, PLEASE NOTIFY THE CITY CLERK'S OFFICE 660-827-3000. ACCOMMODATIONS WILL BE MADE FOR YOUR NEEDS.

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/257199357>

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Includes excerpt from 10/4/23 minutes



Let's Cross Paths

PLANNING & ZONING COMMISSION

Wednesday, November 8, 2023

Council Chambers

5:30 pm

Planning & Zoning Commission

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

STAFF:

Kelvin Shaw
John Simmons
Devin Lake

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

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

➤ **New Business**

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

➤ **Old Business**

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

Includes excerpt from 10/4/23 minutes

resident, Vaughn Loomis of 300 East 24th Street, advocating for future residential zoning considerations in the area.

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

➤ **Announcements**

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

➤ **Adjournment**

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

Includes excerpt from 10/4/23 minutes

AND ZONING COMMISSION MEETING

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

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

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

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

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

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

Includes excerpt from 10/4/23 minutes

Maintenance Code staff has made the recommendation of stipulations of this special use permit including: occupant must maintain the property in compliance with the International Property Maintenance Code; City may revoke special use permit upon violation of that code; sale of goods on that lot is limited to used vehicles, any other use of the exterior of the property is prohibited and preparation of sale of vehicles must be conducted inside the building and not on the exterior: Devin's recommendation all of these must be in compliance within 30 days. Mayor Dawson asked if there is any type of notice if found in violation or does the revocation happen automatically?

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

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

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A PAUL BRUHN GRANT SUB-RECIPIENT GRANT AGREEMENT FOR REPAIR AND REPLACEMENT OF ROOFING AT 708 SOUTH OHIO AND 710 SOUTH OHIO.

WHEREAS, the City of Sedalia, Missouri has received a proposal to award a Grant Agreement to be executed for the Paul Bruhn Grant which is required by the National Park Service in execution of sub-recipient projects; and

WHEREAS, under the agreement, the roofing of the business owned by John Kehde at 708-710 South Ohio would be repaired and replaced. The total cost of the project is Sixty-Eight Thousand Six Hundred Sixty-six dollars and Seventy-four Cents (\$68,666.74) with the Grant providing Fifty-two Thousand Eight Hundred Seventy-four Dollars and Sixteen Cents (\$52,874.16). Per the Grant agreement, the owner is required to cover 23% of the cost or Fifteen Thousand Seven Hundred Ninety-three Dollars and Fifty-eight Cents (\$15,793.58) with no City funds used in the execution of these Grants as more fully described in the proposed grant agreement attached to this ordinance and incorporated by reference herein.

NOW THEREFORE, BE IT ORDINATED 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 grant agreement in substantively the same form and content as it has been proposed.

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

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

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

Read two times by title, copies of the proposed Ordinance having been made available for public inspection prior to the time the Bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 1st day of April 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 1st day of April 2024.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

Memorandum

To: Mayor Andrew Dawson & City Council

From: John Simmons, Community Development Director

Date: 3/26/2024

Re: 708-710 South Ohio Paul Bruhn Grant – Sub-recipient contract

Attached is the first grant awardee contract to be executed for the Paul Bruhn Grant.

As you recall, this sub-recipient grant agreement is required by the National Park Service in execution of the Paul Bruhn Grant and you approved this agreement template at the March 18, 2024 council meeting.

This first award, John Kehde, is for repair and replacement of the roofing at 708-710 South Ohio owned by John Kehde. The total project cost is \$68,666.74 with the grant providing \$52,874.16 and the owner covering the remaining \$15,793.58. There are no city funds used in the execution of these grants other than staff time.

The Sedalia Historic Preservation Commission reviewed the applicants and recommended this project as one of the top ten priorities in providing funding. At that time, they recommended that each recipient provide at least 23% of the funds so that more projects could be funded.

Once each contract is signed by one of our recipient projects it will be forwarded as a package of documentation to the National Park Service for their final technical review. The National Park Service has advised us that this review can take up to 90 days to complete by their staff due to the volume of work product they have nationally.

GRANT AGREEMENT
Between City of Sedalia and
[PROPERTY OWNER]

Project Title: 708-710 South Ohio Rehabilitation Project
Grant Program: Paul Bruhn Historic Revitalization Grants Program
Amount of Federal Funds Obligated: \$ 52,874.16
Amount of Non-Federal Funding: \$ 15,793.58
Project Total: \$ 68,666.74
Period of Performance: April 1, 2024 through August 30, 2025

This Grant Agreement is entered into by the City of Sedalia and John Kehde (Recipient). This Agreement is effective June 1, 2024 and will expire on December 30, 2024 unless terminated earlier per Article VIII.

ARTICLE 1 - AUTHORITY

Upon signature of both parties below, the City of Sedalia obligates with this Grant Agreement the sum of \$52,874.16 appropriated in federal fiscal year 2022 grant-in-aid funds pursuant to: the National Historic Preservation Act, as amended (54 USC 302301, 302901, and 303101; CFDA 15.904) and the Paul Bruhn Historic Revitalization Grant Program. Recipient warrants that is has the legal authority to accept the federal grant and to finance and complete the scope of work for the funded project within the period of performance.

ARTICLE II - SCOPE OF WORK

- A. Recipient will contract with one or more companies to remove, repair and replace roofing on 708 and 710 South Ohio Avenue in the Sedalia, MO Commercial Historic District. This work will include new insulation, flashing, termination bars, decking and a 60 mil TPO rubber roof.

- B. Recipient agrees to perform project work in accordance with the Secretary of the Interior's Standards for Rehabilitation as defined by the National Historic Preservation Act.

ARTICLE III - SCHEDULE

Recipient agrees not to incur project costs prior to the start date of this agreement.

Work to be Accomplished	Start	Completion
RFP and Contract Process with Contractor		
Construction Period [add more lines in schedule as needed]	June 1, 2024	June 30, 2024
Progress Report to City of Sedalia	June 30, 2024	June 30, 2024
Final Inspection of project work	July 1, 2024	July 1, 2024
Submit final report & photos of completed work to City of Sedalia	June 30, 2024	June 30, 2024

ARTICLE IV - BUDGET

The Recipient shall obtain prior written approval from Program Administrator and the City of Sedalia for budget, scope, or schedule revisions.

The project budget breaks down as follows:

Work Category	Grant	Match	Total
Project Planning and Oversight			
General Conditions			
Sitework			
Concrete			
Masonry			
Metals			
Wood and Plastics			
Thermal and Moisture Protection	52,874.14	15,793.58	68,666.74
Doors and Windows			
Finishes			
Special Construction			
Conveying Systems			
Mechanical			
Electrical			
Totals			

Recipient agrees to contribute \$ 15,793.58 in eligible non-Federal matching contributions that are allowable, properly documented and used during the grant period.

Sources of Matching Share

Donor	Source	Amount
John Kehde	Personal	\$15,793.58

ARTICLE V - KEY OFFICIALS

Key officials are essential to ensure optimal coordination and communications between the parties and the work being performed. They are:

City of Sedalia:	Program Administrator:	Recipient:
Kelvin Shaw	John Simmons	name
City Administrator	Community	title
200 South Osage Ave.	Development Director	org
Sedalia, MO 65301	200 South Osage Ave.	address
	Sedalia, MO 65301	address
	660-851-7605	phone
	jsimmons@sedalia.com	email

All communications regarding project reviews, approvals and grant payments shall be conducted by Program Administrator. Recipient agrees to submit all required documentation and reports to Program Administrator over the course of the project.

ARTICLE VI - AWARD & PAYMENT

- A. The City of Sedalia will provide funding for the Scope of work described in Article II and in accordance with the approved budget in Article IV.
- B. Recipient shall request payment in accordance with the following: Payment will be made on a reimbursement basis for expenses documented with invoices, proof of payment and adequate documentation of completed work. Requests for payment are to be submitted to Program Administrator using the invoice form provided by the City of Sedalia.
- C. One partial payment may be made provided that all applicable project conditions are met and financial documentation is submitted and accepted. Otherwise, the grant will be paid upon completion of the project and satisfaction of project conditions.
- D. Project expenses may not be incurred prior to the period of performance and may be incurred only as necessary to carry out the approved objectives and scope of work as outlined in the approved budget. Recipient shall not incur costs or obligate funds for any purpose pertaining this project beyond the period of performance.

ARTICLE VII – REPORTS, OUTPUTS & OUTCOMES

Recipient will report on the funded project every six months. The following reporting period end dates shall be used for interim reports. All reports shall be submitted via email or in person.

Period Begin Date	Period End Date	Report Due Date
March 1, 2024	September 30, 2024	October 31, 2024
October 1, 2024	March 31, 2025	April 30, 2025
March 1, 2025	August 30, 2025	October 31, 2025

ARTICLE VIII - MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION

- A. This Agreement may be modified at any time, prior to the expiration date, only by a written instrument executed by both parties. Modifications will be in writing and approved by the City of Sedalia. Additional conditions may be imposed by the City of Sedalia if it is determined that the Recipient is non-compliant to the terms and conditions of this agreement.

- B. This project may be terminated in whole or in part as follows:
 - 1. By the City of Sedalia if the Recipient fails to comply with the terms and conditions herein.
 - 2. By the City of Sedalia for any other cause.
 - 3. By the City of Sedalia with the consent of the Recipient, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated: or
 - 4. By the Recipient upon sending to the City of Sedalia written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the City of Sedalia determines in the case of partial termination that the reduced or modified portion of the grant award will not accomplish the purposes for which the award was made, the City of Sedalia may terminate the grant award in its entirety.

- C. In the event that performance is delayed by a natural disaster, pandemic, Act of God, war, insurrection, work stoppage, government order or directive, or other event or condition that is beyond the control of the parties, then further time for performance may be added to any date or deadline if authorized by the National Park Service, except that, in the event that the delay in performance shall continue for thirty (30) days, the City of Sedalia may, with the approval of the National Park Service, terminate this Agreement as of an effective date selected by the terminating party that is beyond the thirty (30) period of delay. In such event, the Parties shall equitably adjust payment and other terms and conditions as authorized by the National Park Service.

ARTICLE IX – HISTORIC PRESERVATION FUND SPECIAL CONDITIONS

- A. City of Sedalia Responsibilities: The City of Sedalia is responsible for the following:
1. Review and approval of progress and final reporting to include compliance with 2 CFR 200.
 2. Concurrence with Program Administrator of recipient plans and specification for compliance with the Secretary of the Interior's Standards for Rehabilitation.
 3. Review and approval of project plans and specifications for compliance with Sections 106 (54 U.S.C. § 306108) and 110f (54 U.S.C. § 306107) of the National Historic Preservation Act.
 4. Review and approval for compliance with the National Environmental Policy Act (NEPA).
 5. Review and approval of project signage to notify the public of federal involvement.
 6. Any other reviews as determined by the City of Sedalia based on program needs or financial/programmatic risk factors.
- B. Eligible Costs: Eligible costs under this award are as described in this agreement and in the Historic Preservation Fund Grants Manual. For this program they include:
- a. Administrative costs necessary to complete and administer the grant requirements. Administrative costs may not exceed fifteen percent of the project budget.
 - b. Costs to develop architectural/engineering plans and specifications. Such costs must be incurred during the grant period and may not exceed 20% of the total project cost.
 - c. Rehabilitation of properties listed individually in the National Register of Historic Places and properties that contribute to historic districts listed in the National Register.
 - d. Cost for production of the project sign.
- C. Project Sign: The Recipient shall erect a project sign at the development site meeting the size, material, sign placement and content specifications provided by the City of Sedalia. Photographs of the project sign in place must be submitted as part of the initial progress report. The project sign is to remain in place through project completion.
- D. Publicity & Press Releases: Press releases about this project must acknowledge the grant assistance provided by the Historic Preservation Fund and the National Park Service, and copies of the press releases must be provided to the Program Administrator prior to issuance. All publicity and press releases related to activities funded with this award should include the following statement:
- "This project is supported by a grant from the Paul Bruhn Historic Revitalization Grants Program administered at the federal level by the National Park Service, Department of Interior, and by the City of Sedalia."
- E. Consultants & Contractors: Consultant(s)/contractor(s) must have the requisite experience and training in historic preservation or relevant field to oversee the project work. All consultants and contractors must be competitively selected, and their qualifications forwarded to the Program Administrator for review of compliance with the Secretary of the Interior's Professional Qualification Standards. Consultants and contractors must agree to comply fully with all applicable laws and regulations in the conduct of activities specified in this agreement. See Article X, Section B. 7. for additional information.
- F. Covenant Requirement: Recipient agrees to assume, after the completion of the project, the total cost of continued maintenance, repair and administration of the grant-assisted property in a manner satisfactory to the Secretary of the Interior. As applicable, these obligations include reasonable

measures for the protection of the property, including from vandalism or destruction, which may include, as appropriate, monitoring and coordination with local authorities regarding a response to imminent threats.

Accordingly, Recipient agrees to sign a Preservation Covenant with the City of Sedalia. The term of the covenant must run from the end date of this agreement for 5 (five) years. The covenant must be executed by registering it with the deed of the property. A photocopy of the executed covenant, stamped registered with the deed, must be submitted to the Program Administrator prior to release of the final grant payment by the City of Sedalia.

G. City of Sedalia Review of Plans and Specifications for Project Work:

1. Prior to the commencement of any project work, Recipient agrees to submit the following documentation to the Program Administrator for review. Program Administrator will obtain State Historic Preservation Office and National Park Service approvals as necessary and provide documentation of approval to Recipient.
 - a. a site plan that has the north direction clearly marked
 - b. plans and specifications for planned construction work to the building that will take place during the project period of this agreement or fall under review during the covenant period.
 - c. digital images of all exterior elevations of the building or site, with views identified and oriented and keyed to the site plan, as applicable
 - d. interior photographs of all major rooms and those involved in the project, labeled and keyed to a floor plan.
 - e. for National Historic Landmark Districts include overall views of the district from the project area.
 - f. any additional information as may be requested by the Program Administrator that will better enable a technical review of the project to be completed. This may include cut sheets and product samples.
 2. The Recipient must submit documents for the entire undertaking to the Program Administrator. All work undertaken during the project period will be reviewed for conformance with the Secretary of the Interior's Standards for Rehabilitation prior to the beginning of grant-assisted work. Work that does not conform with the Standards in the judgement of the Program Administrator and National Park Service will not be reimbursed and may cause the grant to be terminated.
- G. Compliance with ADA and ABA: The use of federal funds to improve public buildings, to finance services or programs contained in public buildings, or alter any building or facility financed in whole or in part with Federal funds (except privately owned residential structures), requires compliance with the 1990 Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and the Architectural Barriers Act (ABA). Work done to alter the property should be in compliance with all applicable regulations and guidance.
- H. Unanticipated Discovery Protocols: If project work includes ground disturbance and cultural resources are discovered in the course of project work, Recipient agrees that at a minimum, its contractors will immediately stop construction in the vicinity of the affected historic resource and take reasonable measures to avoid and minimize harm to the resources until the State Historic

Preservation Officer and/or Tribal Historic Preservation Officer (THPO), sub-Recipient or contractor, and Indian Tribes, as appropriate, have determined a suitable course of action within 15 calendar days.

With the express permission of the City of Sedalia, the Recipient or contractor may perform additional measures to secure the jobsite if the Recipient or contractor determines that unfinished work in the vicinity of the affected historic property would cause safety or security concerns.

ARTICLE X - GENERAL & SPECIAL PROVISIONS

A. General Provisions

1. OMB Circulars and Other Regulations. The following Federal regulations are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>):
 - a. Administrative Requirements: 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
 - b. Determination of Allowable Costs: 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E and Subpart F
 - c. Code of Federal Regulations/Regulatory Requirements: [2 CFR Part 182 & 1401, "Government-wide Requirements for a Drug-Free Workplace"](#);
 - d. 2 CFR 180 & 1400, "Non-Procurement Debarment and Suspension", previously located at 43 CFR Part 42, "Governmentwide Debarment and Suspension (Non-Procurement)." Prior to entering contract, Recipient agrees to visit <https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf> to check whether contractors selected for this project are currently debarred.
 - e. [43 CFR 18, "New Restrictions on Lobbying"](#);
 - f. [2 CFR Part 175, "Trafficking Victims Protection Act of 2000"](#).
 - a.
 - g. FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions.
2. Non-Discrimination. All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
3. Lobbying Prohibition. 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002. No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure,

or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.

4. Buy American Act. Pursuant to Section 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, Buy American Requirements for Assistance Programs. In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this Act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.
5. Per Executive Order 13858, entitled "Strengthening Buy-American Preferences for Infrastructure Projects" the Recipient shall maximize, consistent with law, the use of iron and steel goods, products, and materials produced in the United States, for infrastructure projects as defined by the Executive Order when the scope of work includes alteration, construction, conversion, demolition, extension, improvement, maintenance, reconstruction, rehabilitation, or repair.
6. Minority Business Enterprise Development. Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. The Ohio History Connection is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order. See Article X, Section B.5. for additional information.
7. Assignment. No part of this Agreement shall be assigned to any other party without prior written approval of the City of Sedalia Program Administrator.
8. Member of Congress. Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
9. Agency. The Recipient is not an agent or representative of the United States, the Department of the Interior, the City of Sedalia, the National Park Service, nor will the Recipient represent itself as such to third parties. City of Sedalia employees are not agents of the Recipient and will not act on behalf of the Recipient.
10. Non-Exclusive Agreement. This Agreement in no way restricts the Recipient or the City of Sedalia from entering into similar agreements or participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
11. Survival. Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent,

which have arisen during the term of and in connection with this Agreement shall survive expiration or termination of this Agreement.

12. **Partial Invalidity.** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
13. **Captions and Headings.** The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.
14. **Relationship of Parties.** This Agreement is not intended to and shall not be construed to create an employment relationship, partnership or joint venture between the City of Sedalia and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.
15. **No Third-Party Rights.** This Agreement creates enforceable obligations between the City of Sedalia and Recipient. Except as expressly provided herein, and related to project oversight by the City of Sedalia, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.
16. **Program Income.** If the Recipient earns program income, as defined in 2 CFR §200.80, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (2 CFR §200.305 (5)). As allowed under 2 CFR §200.307, program income may be added to the Federal award by the Federal agency and the Recipient. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.

B. Special Provisions

1. Public Information and Endorsements

- a. Recipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies the City of Sedalia, governmental, departmental, bureau, or government employee endorsement of a business, product, service, or position which the Recipient represents. No release of information relating to this award may state or imply that the Government or City of Sedalia approves of the Recipient's work products or considers the Recipient's work product to be superior to other products or services.
- b. Recipient must obtain prior approval of Program Administrator for any public information releases concerning this award which refer to the U.S. Department of the Interior or any bureau or employee (by name or title).

2. **Rights in Data.** The Recipient grants the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
3. **Retention and Access Requirements for Records.** All Recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 CFR Part 200.333–200.337, generally for three years following receipt of the final grant payment.
4. **Audit Requirements**
 - a. Recipients that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501–7507) and 2 CFR Part 200, Subpart F.
 - b. Recipients that expend less than \$750,000 during a fiscal year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, General Accounting Office (GAO) and the Ohio History Connection.
5. **Procurement Procedures.** It is a national policy to place a fair share of purchases with minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness. Positive efforts shall be made by recipients and any contractors and consultants to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:
 - a. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
 - b. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
 - c. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
 - d. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
 - e. Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.

- f. All procurement transactions, without regard to dollar value, shall be conducted in a manner that provides maximum open and free competition. The Recipient shall use its own procurement procedures that reflect applicable State and local laws and regulations. The City of Sedalia, shall review all Requests for Proposals, Invitations to Bid, and/or price quotation documents prior to issuance to ensure that the scope of work meets applicable Secretary of the Interior's Standards. In addition to maintaining acceptable financial records, the Recipient shall maintain records sufficient to detail the history of any procurement and award.
6. Subcontracts. The Recipient may subcontract for the performance of the services and activities herein prescribed. The Recipient should not execute any subcontract until this Grant Agreement, against which costs will be charged, has been executed between the Recipient and the City of Sedalia. Any contract or agreement prepared by the Recipient shall be submitted to Program Administrator for review and approval prior to execution. Recipient agrees that subcontracts will not be altered without written approval from Program Administrator. The execution of subcontracts shall not alter or modify the obligations of the Recipient hereunder.

The Recipient shall not enter into any subcontract wherein the consideration for work or material there under is based upon the "cost-plus-a-percentage-of-cost" or "cost-plus" method. A copy of each executed subcontract entered into for project work shall be forwarded to the City of Sedalia upon execution of the subcontract.

- H. Consultant Services. The use of individual consultant services as part of the grant project, funded either by the Federal share or matching share, shall be documented in the following manner: evidence is to be shown that the fee is appropriate considering the qualifications of the consultant, his/her normal charges and the nature of the services to be provided. No person employed as a consultant, or by a firm providing consultant services, shall receive more than a reasonable rate of compensation for personal services paid with federal funds, or when such services are contributed as matching share. This rate shall not exceed the maximum daily rate of compensation in the Federal Civil Service equal to 120 percent of a GS-15, step 10 salary. Written agreements between the parties shall be executed detailing the responsibilities, standards, and fees. The services of a consultant shall be procured per Section 13 and shall be subject to the provisions of section 14 governing subcontracts. Federal contracting and procurement guidance can be found in 2 CFR 200.318. Maximum rates charged to this grant may not exceed 120% of a Federal Civil Service GS-15, step 10 salary per project location. Current regional salary tables can be found on the Office of Personnel and Management website: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>.
7. Professional Qualifications of Principal Project Personnel. Principal project personnel must meet appropriate professional qualification standards as published in the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation, 48 CFR 44716, incorporated herein, by reference. Principal project personnel may be Recipient staff or a hired consultant or contractor. A copy of personnel's qualifications shall be provided to Program Administrator upon execution of the Grant Agreement or with the contract if a consultant is being hired.
8. Permits. Recipient agrees to obtain any permits, certificates of appropriateness or other permissions as necessary for the performance of the project work.


9. Prohibition on Text Messaging while Driving. In keeping with Executive Order 13513, text messaging while driving as part of business related to this grant award is strongly discouraged.
10. Trafficking in Persons. This term of award is pursuant to paragraph (g) of Section 106 of the Trafficking Victims Protections Act of 2000, as amended (2 CFR §175.15).
11. Conflict of Interest: Recipients must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the Recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement. In addition, no key official of the Recipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to Recipient or in development of the requirement leading to the funding announcement. Recipient may not solicit, obtain, or use non-public information regarding the evaluation, award, or administration of this award or the development of a Federal financial assistance opportunity that may be of competitive interest to the Recipient. Recipient must disclose in writing any conflict of interest to the Program Administrator.
12. Minimum Wages Under Executive Order 13658 (January 2015): In accordance with Executive Order 131658, the minimum wage that must be paid under any contract or subcontract awarded pursuant to this agreement is \$10.80 per hour, which must be adjusted annually during the term of this agreement to meet the Secretary of Labor's annual E.O. minimum wage agreement.

ARTICLE X – SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

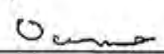
FOR THE RECIPIENT

CITY OF SEDALIA



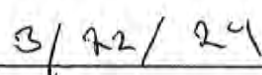
 Name

 Name



 Title

 Title



 Date

 Date

Office of the Mayor

TO: Members of City Council
FROM: Mayor Andrew Dawson
DATE: March 20, 2024
RE: New Appointment

I would like to make the following recommendation:

New Appointment:

POSITION	NAME	
Chief of Police		
	David Woolery	

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A QUIT CLAIM DEED FOR THE SALE OF PROPERTY
COMMONLY KNOWN AS _____ FROM THE CITY OF SEDALIA, MISSOURI
TO _____.**

WHEREAS, The City of Sedalia, Missouri has received a proposal from _____ to purchase property commonly known as _____ for the sum and amount of _____ as contained in the contract for sale of real estate and quit claim deed attached hereto and incorporated by reference.

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

Section 1. The Council of the City of Sedalia, Missouri approves and accepts the terms as contained in the contract for sale of real estate in substantially the same form and content as proposed.

Section 2. The Council of the City of Sedalia, Missouri, hereby approves the giving of a quit claim deed by the City of Sedalia, Missouri to _____ for the conveyance of property commonly known as _____ in substantially the same form and content as proposed.

Section 3. The Mayor and City Administrator are authorized to accept said contract, sign said contract and deed and execute any and all closing documents on behalf of the City of Sedalia, Missouri and the City Clerk is hereby authorized and directed to file in his office the said contract and deed after recording said deed and ordinance with the Pettis County Recorder of Deeds.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 1st day of April, 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 1st day of April, 2024.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk