



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

MAYOR: ANDREW L. DAWSON

MAYOR PRO-TEM: TINA BOGESS

VAC Truck Demonstration – 6:00 p.m.

- A. CALL TO ORDER** – Andrew L. Dawson – Council Chambers
- B. PRAYER & PLEDGE OF ALLEGIANCE**
- C. ROLL CALL**
- D. PUBLIC HEARING** – Annexation Petition – E.W. Thompson Inc. and Pettis County Ambulance, Incorporated
- E. SERVICE AWARDS/RETIREMENT AWARDS** – None
- F. SPECIAL AWARDS**
 - 1. Sedalia Fire Department – Fire Fighter of the Year Presentation – Jacob Carver
- I. APPROVAL OF PREVIOUS SESSION MINUTES**
 - A. Council Meeting – April 15, 2024
- II. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES** - None
- III. ROLL CALL OF STANDING COMMITTEES**
 - A. FINANCE / ADMINISTRATION** – Chairman Chris Marshall; Vice Chairman Jack Robinson
 - 1. Presentation: Volunteer Time off Policy (Shannon Ramey-Trull, Presenter)
 - B. PUBLIC WORKS** – Chairman Thomas Oldham; Vice Chairman Chris Marshall
 - 1. Presentation: Bowling Alley and Aquatic Facility (Amy Epple, Presenter)
 - 2. Quote - Grade Control for Asphalt Paver – Foley Equipment – \$30,305.00
 - Council Discussion led by Chairman Oldham
 - Call for Ordinance Approving and Accepting a quote for the purchase of a Grade Control for Asphalt Paver – Mayor Dawson
 - 3. Repealing Ordinance 8558 and removing No Parking Sign – East Massachusetts – Actual Address 302 East 3rd
 - Council Discussion led by Chairman Oldham
 - Call for Ordinance Repealing Ordinance number 8558 by removing the No Parking sign on the East side of South Massachusetts between East 3rd and the alley between East 3rd and East 4th in the City of Sedalia, Missouri – Mayor Dawson
 - 4. Easement – Inter-State Studio & Publishing Co. – 3602 South Limit
 - Council Discussion led by Chairman Oldham
 - Call for Ordinance Approving and Accepting a permanent utility easement for a Sanitary Sewer Main Project – Mayor Dawson
 - 5. Allowing Overnight Camping/Parking in Liberty Park – “Big Bikers Across Missouri on the Katy” event – June 3, 2024 and Monday, October 7, 2024

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

Council Discussion led by Chairman Oldham

- Call for Ordinance allowing overnight camping/parking in Liberty Park for the “Big Bikers Across Missouri (BAM) On the Katy” event on Monday, June 3, 2024 and Monday, October 7, 2024 – Mayor Dawson

6. Annexation & Utility Services Agreement – Grigoriy G. Kuzmenko & Dorina Kuzmenko
– Connection to Sanitary Sewer and Water Distribution Systems – 4050 Bluegrass Drive

Council Discussion led by Chairman Oldham

- Call for Ordinance Authorizing an Annexation and Utility Services Agreement for connection of property located at 4050 Bluegrass Drive to the City of Sedalia’s Sanitary Sewer and Water distribution systems – Mayor Dawson

7. Amending Section 60-301 of City Code – Updating Liquid Waste Disposal sites

Council Discussion led by Chairman Oldham

- Call for Ordinance of the City of Sedalia, Missouri Amending Article VI, Chapter 60, Section 60-301 of the City Code, for the purpose of updating liquid waste disposal sites – Mayor Dawson

8. Quote - Base Station Replacement – Sedalia Water Department – Core & Main – \$110,000.00

Council Discussion led by Chairman Oldham

- Call for Ordinance approving and accepting a quote for the purchase of two base station devices for the Water Department – Mayor Dawson

9. Scope of Services – North Central Neighborhood Connect Sedalia Revitalization project – Wilson and Co. \$170,688.50

Council Discussion led by Chairman Oldham

- Call for Ordinance Approving and Accepting a Scope of Services for the North Central Neighborhood Connect Sedalia Revitalization Project – Mayor Dawson

10. Contract – Viking Painting – City Logo application – Water Towers - \$57,500.00

Council Discussion led by Chairman Oldham

- Call for Ordinance Authorizing an agreement for painting of the City Logos on both water towers – Mayor Dawson

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

1. Discussion – Updates on Fire Station and Washington Street Bridge

2. Motion and second to acknowledge and make notice of the initial actuarial valuation received from Lagers to determine employer contribution rates required to support the administration of benefits from the Firefighter’s Retirement Fund by Lagers.

3. Budget Amendment – Assistance to Firefighters Grant – (Total \$108,915.24; AFG Grant \$91,824.12; leaving net additional Budget cost of \$17,091.12)

Council Discussion led by Chairman Robinson

- R** Call for Resolution of the City Council of the City of Sedalia, Missouri, stating facts and reasons for the necessity to amend and increase the City’s annual Budget for Fiscal Year 2025 – Mayor Dawson

- Call for Ordinance Amending the Budget for the Fiscal Year 2024-2025 regarding purchase of radios for fire department utilizing grant funds through Assistance to Firefighters Grant – Mayor Dawson

4. Budget Amendment – Missouri Department of Public Safety Equipment Grant – (Total \$50,135.51; DPS Grant \$20,000.00; leaving net additional Budget cost of \$30,135.51)

Council Discussion led by Chairman Robinson

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

R Call for Resolution of the City Council of the City of Sedalia, Missouri, stating facts and reasons for the necessity to amend and increase the City's annual Budget for Fiscal Year 2025 – Mayor Dawson

O Call for Ordinance Amending the Budget for the Fiscal Year 2024-2025 regarding purchase of radios for fire department utilizing grant funds through Missouri Department of Public Safety – Mayor Dawson

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

1. Sub-Recipient Grant Agreements – Paul Bruhn Grant

Council Discussion led by Chairwoman Foster

O Call for Ordinance Authorizing a Paul Bruhn Grant sub-recipient grant agreement for Brickwork and roof repair at 418 South Ohio and 420 South Ohio – Mayor Dawson (Total Project Cost \$113,721.00; Grant \$31,789.00 – Owner portion \$81,932.00)

O Call for Ordinance Authorizing a Paul Bruhn Grant sub-recipient grant agreement for window Replacements and mortar work at 506 South Ohio and 510 South Ohio – Mayor Dawson (Total Project Cost \$183,700.00; Grant \$141,449.00 – Owner portion \$42,251.00)

O Call for Ordinance Authorizing a Paul Bruhn Grant sub-recipient grant agreement for brickwork and roof repair at 113 East Fourth Street – Mayor Dawson (Total Project Cost \$72,500.00; Grant \$55,825.00 – Owner portion \$16,675.00)

O Call for Ordinance Authorizing a Paul Bruhn Grant sub-recipient grant agreement for brickwork and roof repair at 322 South Ohio – Mayor Dawson (Total Project Cost \$89,000.00; Grant \$62,300.00 – Owner portion \$26,700.00)

2. Renew Main Street Program Agreement – Missouri Main Streets Connection

Council Discussion led by Chairwoman Foster

O Call for Ordinance Authorizing the 2024 Annual Main Street Program Agreement – Mayor Dawson

IV. OTHER BUSINESS

A. SELECTION AND ANNOUNCEMENT OF COMMITTEE ASSIGNMENTS

B. ACCEPTANCE OF RESIGNATION

1. John Kehde – Bothwell Regional Health Center Board of Trustees – Effective Immediately

C. APPOINTMENTS

New:

1. Cassie Brown – Bothwell Regional Health Center Board of Trustees – Completing Paul Bassett's Term Expiring June 2025

D. LIQUOR LICENSES

Renewals:

*Garrett Volker dba Volker's, 1021 South Limit, Liquor by the Drink & Sunday Sales - \$750.00

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."

Click on any agenda item to view the related documentation

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), 3 (Personnel) and 12 (Negotiated Contracts) of Section 610.021 RSMo.

A. Roll Call Vote for Closed Door Meeting

B. Discussion of closed items

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

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

VIII. BUSINESS RELATED TO CLOSED DOOR MEETING

A. Motion and Second to reopen regular meeting

B. Roll Call

C. Approval of Closed-Door Meeting Items

IX. ADJOURN MEETING

A. Motion and second to adjourn meeting

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

If this is the **first time** you have joined a GoToMeeting you will be asked to identify yourself. Please fill in this information. If you would like, and we suggest you do, go ahead and set your preferences to make it easier to join next time. If you are new to GoToMeeting? We suggest to get the app through the following link:

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Once you have followed the link above and identified yourself you will be given options for how you want to join in with **audio**.

For **smartphones**: tap on one of the phone numbers and it will dial the phone and the meeting numbers.

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

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

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

(For supported devices, tap a one-touch number below to join instantly.)

United States (Toll Free): 1 866 899 4679

- One-touch: <tel:+18668994679,,578973061#>

United States: +1 (669) 224-3318

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

Access Code: 578-973-061

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

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

POSTED ON MAY 3, 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, May 6, 2024, 6:30 p.m.

Public Hearing For E.W. Thompson and Pettis County Ambulance Annexation Petition – A petition was received for annexation of property owned by E.W. Thompson, Inc. along 16th Street at the West edge of town. In accordance with State Statutes, we must hold a public hearing between 14 and 60 days of receiving such a petition. The hearing is to hear from any interested parties on the appropriateness of the annexation. We must then wait at least 14 days after the hearing to consider adoption of an ordinance to conclude the annexation.

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

1. Councilman Oldham requested, through a motion that was passed by Council at the last meeting, for staff to present a policy that would allow for employees of the City to be compensated for time off to perform volunteer work. Director Ramey-Trull will give a presentation on this concept with options for Council to consider.

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

1. Parks Director Amy Epple will give a presentation regarding the plans for construction of an aquatic center and bowling alley.
2. As discussed during the budget development process, Operations Director Bray proposed equipment that will provide better grade control on paving projects. This equipment will facilitate milling surfaces and then setting the overlay to establish the appropriate drainage pitch and provide a much more level finished surface. Council appropriated \$27,000 for this equipment based on estimates from the vendor at the time. The cost has risen to \$30,305, however, staff is hopeful that other items will come in under budget in sufficient amounts to make up the difference later in the year. Staff recommends approval of the purchase from the local vendor, Foley Equipment, under this cooperative purchasing arrangement.
3. A request to remove a no parking zone at 302 East 3rd Street was reviewed by the Citizens Traffic Advisory Commission. After reviewing the request, the Commission and Staff both recommend approval.
4. To facilitate additional development and to decommission several current lagoons on South 65 Highway, Staff has been working with property owners to extend sewer mains to the east side of the highway. The best location to hook into existing mains is behind property owned by Inter-State Studio & Publishing. Therefore, they are willing to grant us an easement to bore under the highway and their parking lot to connect in to an existing manhole behind their building. Staff recommends acceptance of the utility easement.

5. For the last few years, the “Big Bikers Across Missouri (BAM) on the Katy” have made Sedalia one of their overnight stops. In order to facilitate this, they ask the City to allow them to park and camp overnight in Liberty Park. It is my understanding that many of the participants will stay at Hotel Bothwell and as the host hotel, they will be providing entertainment as well. Likewise, many will be patronizing the downtown restaurants and other businesses. We have heard reports each year that Sedalia is one of their favorite stops / Host Cities. Since the code of ordinances prohibit overnight parking and camping in all parks, Council would have to suspend this prohibition for these specific events. The Park Board has reviewed this request and is comfortable with allowing it again this year. Staff recommends approval of the ordinance to suspend the prohibition of parking and camping in Liberty Park on June 3rd and October 7th of 2024.
6. 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. Grigory and Dorina Kuzmenko own property at 4050 Bluegrass Drive and wish to connect to the City water and sewer utilities. Therefore, staff has negotiated an annexation agreement and recommends approval.
7. The City sewer system currently accepts dumping from liquid waste haulers at its central waste water treatment plant. The code currently specifically calls out the central plant as the only plant that can accept this wastewater. With the repair and upgrade project taking place at this plant, it will be necessary at times to divert this waste to another plant. Staff recommends amending the code to allow for other wastewater treatment plants to accept disposal from liquid waste haulers.
8. In 2011, the Sedalia Water Department implemented a radio signal meter system that allows communication between water meters and radio base stations at each water tower, allowing monthly water usage to be collected without having to manually read every meter. The base station devices at each tower that receive readings from individual meters has reached the end of service life and needs to be replaced to maintain accurate water meter readings. The replacement of the base stations was budgeted at the price of \$110,000. The provider, Core & Main of Columbia, Missouri, is the sole source provider in our region for this particular base station that is compatible with our meters meeting city purchasing policy. Staff recommends approval of the sole source award for the replacement of the base stations.
9. The City has been awarded a grant for the replacement of several blocks of sidewalks covering a wide area in the northern part of the community. As is common, the City maintains contracts with engineers for on call services. These base contracts allow for us to negotiate a scope of services and costs on a project by project basis without having to go through the request for qualifications and complete contract language negotiations on every project. Each project then just becomes an amendment to the base contract to add the specific scope of services and cost. Staff has worked with our on-call engineering firm of Wilson and Co. to develop the scope of work to design the North Central Neighborhood Connect Sedalia Revitalization project at a cost of \$170,688.50 and recommends approval.
10. As discussed during the August 21, 2023 Council meeting, the City has partnered with the Lion’s Club on several past successful projects, such as a shelter at Katy Park, the Mini Park along Clarendon, and the beautification of the roundabout and the addition of the flag pole, to name just a few. Likewise, this very active club organizes volunteers on a regular basis to

pick up trash along 50 Hwy entering our City. In keeping with these great works, the Club approached the City about the possibilities of organizing a fund-raising campaign to facilitate adding logos to the water tower(s). They received an estimated cost of approximately \$40,000 per side to affix the Sedalia logo and tagline to a tower. As you will recall, during the branding campaign, it was stated as a primary goal to create a brand identity for the whole community, and thereby it was not merely about creating a logo for city government. Therefore, it would be entirely appropriate to use the logo and tagline in this way. Likewise, having community support through the civic organizations serves to greatly enhance the sentiment of community spirit and pride displaying this logo represents. The Lions Club agreed to lead the effort to reach out to local service organizations, community clubs, and foundations with an ambitious yet achievable goal of raising \$40,000 and asked for a pledge from the City to match this with \$40,000 that would fund putting the logo on two sides of the West water tower. Council adopted a resolution and budget amendment at the August 21, 2023 meeting pledging support of this effort, directing staff to collaborate with stakeholders, and designating up to \$40,000 matching funds. With this support in hand and the leadership from the Lions Club and many other civic organizations, the community stepped up and raised \$40,700 of restricted donations to this cause. Staff then solicited bids for the application of these logos. The low bid for applying the two logos to the West tower came in well under the estimate the goal was based on at \$23,000. After reviewing this with the leaders of the fundraising campaign, they agreed that additional logos would be the best way to comply with the donor intent and commitments made during the campaign. Further, that with the focus being on the West tower, and reviewing the angles it could be seen from, it would be desirable to have the logo on three sides. Then to follow up on what was represented to the donors that we would try to also have the logo applied to the downtown tower. Therefore, staff approached the low bidder to negotiate a price to add another logo on the West tower and two sides the downtown tower. The vendor quoted a price of \$57,500 to apply the logo and tagline on all five locations. With this price, the public funding needed is only \$16,800, much less than the original \$40,000 commitment. Still, the leaders of the fundraising campaign and staff believe that this would satisfy the donor intent and restricted donation conditions. The low bidder regularly does water tower work, and has successfully performed work for the City in the past. Staff recommends award of the contract to Viking Painting, LLC.

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

1. As continued follow-up from the last couple Council meetings about potential locations of fire stations and the challenges of the Washington Street Bridge being out of service, Chief Irwin will provide an update.
2. Staff has been working with Local Area Government Employee Retirement System (LAGERS) on a plan to have them take over the administration of the legacy firefighters pension plan. There are several steps to this process and the latest step completed is an official study and report by their actuary. The City needs to formally acknowledge receipt of this report before some later steps can be taken. This acknowledgment does not create any further commitments at this time.
3. Last fiscal year, Fire Chief Irwin was successful in obtaining an Assistance to Firefighters Grant totaling \$91,824.12, with a matching requirement of \$17,091.12 to purchase radio equip-

ment. This was added to the budget last fiscal year. However, since the equipment did not arrive before the end of the year, the funds were not expended nor the revenues recognized. Therefore, the budget needs to be rolled over to this fiscal year through a new appropriation.

4. Last fiscal year, Fire Chief Irwin was also successful in obtaining another grant through the Department of Public Safety totaling \$20,000 towards a \$50,135.51 project for updated radio equipment. This was added to the budget last fiscal year. However, since this equipment also did not arrive before the end of the year, the funds were not expended nor the revenues recognized. Therefore, the budget needs to be rolled over to this fiscal year through a new appropriation.

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

1. 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 of March. Using this template, staff is now working individually with each property owner identified as a successful applicant. One such agreement was approved at the first meeting in April. Staff has negotiated four more subrecipient award agreements and recommends approval of such agreements. As a reminder, the City only administers these grants as the recipient to pass through to the subrecipients, and as such, receives none of the funding nor is any other City funds expended on these projects. The Historic Preservation Commission, with Director Simmon's coordination, support, and guidance, reviewed each of the many applications received, scored, and prioritized them for funding. Further, Director Simmons has worked with the granting agency to navigate through their additional scrutiny on the appropriateness of the awards and fit with their guidelines.
2. The City has been using the Main Street Approach™ to assist with and encourage the revitalization of our downtown. Through this program, and the assistance of Missouri Main Street Connection with grants, we have organized Sedalia Main Streets. Under Director Simmon's and Planner / Downtown Specialist Cornine's leadership, by utilizing this model, a huge amount of progress has been made and the level of excitement and commitment to revitalization is much greater than I have experienced. In a relatively short amount of time, the City's status in the program has been restored to Affiliate. The agreement essentially gives us the ability to continue to use their model and tools, while we agree to abide by their guidelines on the use of them. Staff recommends approval of the agreement.

NOTICE OF PUBLIC HEARING

~ Annexation Petition ~

The City of Sedalia will hold a public hearing at 6:30 p.m. on Monday, May 6, 2024, in the Council Chambers at the Municipal Building, 200 South Osage Avenue, to consider an annexation petition filed with the City on April 17, 2024.

Public comments concerning the requested annexation will be entertained at the hearing.

Legal Description for the property owned by E.W. Thompson, Inc. and Pettis County Ambulance, Incorporated states the following:

All of the following described tract of land in Pettis County, Missouri, which is contiguous and compact to the existing city limits of the City of Sedalia, Missouri, to-wit:

2.07 acres Pettis County Ambulance District, Incorporated (closing April 30) COMMENCING AT THE SOUTHWEST CORNER OF LOT 36 IN CRESCENT CREEK ADDITION, PART 2, SEDALIA, PETTIS COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE SOUTH 03°26'58" WEST, 214.84 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MISSOURI STATE ROUTE "Y"; THENCE NORTH 86°41'15" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 560.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 86°41'15" WEST, ALONG SAID RIGHT-OF-WAY LINE, 240.05 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, NORTH 04°12'31" EAST, 326.05 FEET; THENCE NORTH 86°58'03" WEST, 243.99 FEET TO THE EAST RIGHT-OF-WAY LINE OF WINCHESTER DRIVE; THENCE IN A NORTHERLY DIRECTION ALONG SAID RIGHT-OF-WAY LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 555.0 FEET AN ARC DISTANCE OF 30.13 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTH 86°58'33" EAST, 467.10 FEET; THENCE SOUTH 01°50'15" WEST, 357.27 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS OF RECORD, BEING A PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 45 NORTH, RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN, PETTIS COUNTY MISSOURI.

2.10 acres retention area owned by E. W. Thompson, Inc. COMMENCING AT THE SOUTHWEST CORNER OF LOT 36 IN CRESCENT CREEK ADDITION, PART 2, SEDALIA, PETTIS COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE SOUTH 03°26'58" WEST, 214.84 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MISSOURI STATE ROUTE "Y"; THENCE NORTH 86°41'15" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 289.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 86°41'15" WEST, ALONG SAID RIGHT-OF-WAY LINE, 271.03 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, NORTH 01°50'15" EAST, 332.05 FEET; THENCE SOUTH 86°32'25" EAST, 280.37 FEET; THENCE SOUTH 03°26'58" WEST, 331.22 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS OF RECORD, BEING A PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 45 NORTH, RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN, SEDALIA, PETTIS COUNTY, MISSOURI.

Handicapped citizens needing accommodation in order to attend this public hearing should contact the City Administrator's Office at (660) 827-3000 extension 1102 no later than 48 hours prior to the scheduled hearing.

Kelvin Shaw, City Administrator
City of Sedalia

Run 1x
4-27-2024



CITY OF SEDALIA, MISSOURI
CITY COUNCIL MEETING
APRIL 15, 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 April 15, 2024 at 6:30 p.m. at the Municipal Building in the Council Chambers with Mayor Andrew L. Dawson presiding. Mayor Dawson called the meeting to order and asked for a moment of prayer led by Chaplain Byron Matson followed by the Pledge of Allegiance.

ROLL CALL:

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

RETIREMENT AWARDS:

Donald Ramey, Service Technician with the Water Department was recognized for 40 Years and 2 Months of service. Mr. Ramey received a Masterforce 41" 8 drawer tool chest as a retirement gift.

SPECIAL AWARDS:

Bob Hiller stated that this was his 33rd DARE car show and his 15th year coming before the Council. The Car Show started at the State Fair Shopping Center, then at the Moose Lodge, the Court House and finally at the Municipal Building. This year there were 131 cars and 50% were from out of town. Mr. Hiller dedicated this show to Barbara Hayden for her years of support. The Auction beat last years amount by \$215.00; \$650.00 from the gun auction and the car show raised \$20,565.93. Mr. Hiller stated that currently they have 2 scholarships, but his goal is to have 5 – 6 scholarships.

Chief of Police David Woolery stated that they have the most successful DARE Program in the country and expressed gratitude to Mr. Hiller, DARE instructors and to the resident's that donate to the program.

Sedalia Police Department Badge Pinning:

Chief of Police David Woolery presented Kevin Tylar with his Commander Badge. Mr. Tylar started his career in law enforcement in 1998 with the Sheriff's office, joined the military and served overseas. After returning, he came to serve with the Sedalia Police Department.

SERVICE AWARDS: None

MINUTES:

The Council Meeting minutes of April 1, 2024 were approved on motion by Oldham, seconded by Marshall. All in favor.

The Special Council Meeting minutes of April 5, 2024 were approved on motion by Oldham, seconded by Foster. All in favor.

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES:

The Citizens Traffic Advisory Commission minutes dated March 13, 2024 were accepted on motion by Oldham, seconded by Robinson. All in favor.

ROLL CALL OF STANDING COMMITTEES:

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

Presentation: Introduction of Boy's and Girl's Club CEO and Capital Campaign Project

Brooke Wilkens, CEO, introduced herself to the Mayor and Council. R.J. Lindstrom presented an overview of the Boys and Girls Club and information on the capital campaign project.

The Boys Club of Sedalia was founded in 1960, serving boys 3 days a week at Convention Hall. Today, Boys and Girls Clubs of West Central Missouri serve more than 1,614 school-age children at 14 Club Sites in 8 communities. Total membership is 1,614 with average daily attendance of 520. 57% of members qualify for free/reduced lunch, 80% are elementary age and 20% are tweens and teens. The club offers more than 20 programs and during the 2022-2023 school year 82% of regularly attending members maintained/increased their grade and 80% maintained/increased their reading grade.

Capital Campaign Project – Teen Center: offers supervised hands-on learning programs for tweens and teens; High School Workshop/Lab; High School Game Rooms; Club Entrance; Junior High Game Rooms; Junior High Program Rooms; Commercial Kitchen and Dining Area; Admin Entrance; Admin Offices; Burrell Office; Art and Music Rooms; 7,500sq foot gym; teen facility has room for 325 junior high and high school members; new programs will focus on workforce development, academic success, life skills and more; cost \$10,000,000.00; Campaign has raised \$5,000,000.00 from public donations and a matching gift of \$500,000.00.

Financial Update: Jessica Pyle, Finance Director reported that for 12-month Fiscal year to date Sales and Use tax was approximately \$200,000.00. Fiscal Year to Date Sales, Use and Marijuana taxes are up \$682,182.00 or 3.8% over the 12 months prior. The City budgeted a 4% increase which means we are lacking only \$34,000.00 when compared to prior year. Marijuana tax as a separate line item reflects 3 months of deposits for last Fiscal Year. Franchise tax includes the Charter Settlement received in April of \$377,818.00. The additional \$55,000.00 is attributed to Electricity tax. Transportation taxes are higher fiscal year to date as a result of Gas Tax being up 8.7% Fiscal Year to date over prior year. Vehicle fees offset some of the growth by 8.8% and vehicle sales were flat. Property tax collected for the 12-month period was higher by almost \$100,000.00 than previous year. The majority of those are received in December and January. Director Pyle reviewed cash receipts for April. For February, sales tax is up \$42,281.00 or 2.8% growth.

- The Sedalia Lions Club is working to bring another mini park along the Katy Trail at the corner of South Missouri and West 20th. Josefina and Michael Moore would like to donate land for this purpose. The Lions Club is not equipped to deal with owning real estate so they request that the land be donated to the City.

BILL NO. 2024-59, ORDINANCE NO. 12017 - AN ORDINANCE APPROVING AND ACCEPTING A DEED FOR THE TRANSFER OF PROPERTY COMMONLY KNOWN AS 1920 SOUTH MISSOURI AVENUE FROM JOSEFINA D. MOORE AND MICHAEL T. MOORE TO THE CITY OF SEDALIA, MISSOURI IN RELATION TO THE SEDALIA LIONS CLUB MINI PARK #2 PROJECT was read once by title.

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

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

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

PUBLIC WORKS – Chairman Thomas Oldham; Vice Chairman Chris Marshall

Motion by Oldham, seconded by Bloess to move the safe streets for all presentation to the 3rd item. All in favor.

- The Street Department needs a Skid Steer along with 4 attachments. The Brush Cutter and Forestry Mulcher attachments will allow City crews to more efficiently maintain right of ways and other City properties. Staff has sourced these pieces of equipment under a governmental purchasing agreement through Foley Equipment at a total cost of \$145,700.00.

BILL NO. 2024-60, ORDINANCE NO. 12018 – AN ORDINANCE AUTHORIZING A SALES AGREEMENT FOR THE PURCHASE OF A SKID STEER, MULCHER AND ROTARY BRUSH CUTTER FOR THE STREET DEPARTMENT was read once by title.

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

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

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

- The Water Pollution Control Department needs to replace a van and small truck. Both vehicles are in poor condition, unreliable and cost of repairs would exceed their value. The replacement was budgeted and estimated at \$30,000.00. Staff located a heavy duty pickup through the Missouri State Highway Patrol for \$25,500.00.

BILL NO. 2024-61, ORDINANCE NO. 12019 – AN ORDINANCE AUTHORIZING A VEHICLE SALES INVOICE FOR THE WATER POLLUTION CONTROL DEPARTMENT was read once by title.

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

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

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

Presentation: Safe Streets 4 All Progress (SS4A)

Michael Cramer, Wilson and Company presented information on the Safe Streets 4 All progress. The program is a grant program that aims to eliminate fatal and serious injuries for all road users by using a safe system approach – Humans make mistakes, Humans are vulnerable, Responsibility is shared, Safety is proactive, Redundancy is crucial and Death/Serious injury is unacceptable. In Missouri there were 1,000 crash related fatalities in 2022 with a 10-year total of 9,000. Pettis County had 32 crash fatalities. Over the past 5 years, Sedalia had 20 serious car crashes/year and 2 fatal crashes/year. Estimated cost of a fatal crash is \$12,000,000.00.

Action Plan Components:

- Leadership Commitment and Goal Setting
- Planning Structure
- Safety Analysis
- Engagement and Collaboration
- Equity Considerations
- Policy and Process Changes
- Strategy and Project Selections

- Progress and Transparency

Crash analysis was developed with data from Sedalia PD and Missouri State Highway Patrol and crashes from 2018-2023 totaled 4,404. Data has been organized into KABCO injury classification scale defined by the state of Missouri. High rates of fatal and serious injury crashes are along Highway 50 and 16th street and 5 out of 10 fatal accidents happened on Highways 50 and 65.

Engagement Opportunities: Task Force Group (In person meetings, Community representation, Draft vision and goals, Solicit feedback); Public Outreach (In person and virtual meetings, Solicit feedback and recommendations); Website and Marketing Materials.

Next Steps: Task force meetings, Council presentations, systemic data analysis, public outreach and action plan documentation.

Additional Resources: <https://www.modot.org/safety>; <https://www.savemolives.com/mcrs>; <https://www.nhtsa.gov/road-safety>

PUBLIC SAFETY - Chairman Jack Robinson; Vice Chairman Steve Bloess

Presentation: Northside Satellite Station/Washington Street Bridge Repair

As follow up about potential locations of fire stations and Washington Street Bridge being out of service, Fire Chief Matt Irwin added that setting up cameras would be a fast solution while the Washington Street Bridge is closed. He contacted Union Pacific to make sure a phone call goes out to Sedalia dispatch to let them know if a train is making an emergency or unscheduled stop. Setting up cameras can take from 6 weeks to 8 months along the rail corridor and the cost is between \$15,000.00 and \$50,000.00. Fire Chief Irwin also stated that setting up cameras at Main, Grand, Engineer and Emmet will assist to monitor those rail intersections.

Options discussed for a temporary Fire Station on the North side include: Building a smaller building for a fire truck and buying a single line mobile home for \$87,000.00 with the intent to sell it to recover some of the cost; or setting up a new Fire Station on the North side and a new Station on the South side in the future.

City Administrator Kelvin Shaw gave an update on the Washington Street Bridge. City Engineer Chris Davies wants to create additional footing and put concrete barrier blocks next to the decayed columns to provide support. The cost would be around \$15,000.00 to \$75,000.00. This will get the bridge open quicker to resolve emergency access to responders while continuing to work with experts on a long-term solution.

The estimated time frame is 30 to 45 days. City Engineer Davies stated that this is a structural road bridge and he will continue to look for a structural engineer that will stamp the plans. There is risk by the City in opening up a road that has been recommended to be closed. The City is working with the State of Missouri through the BIP Program and they have a certain process which takes 90 days to provide the City with 3 options. The first option is a quick fix, second is intermediate fix, and third is a long-term solution. Going through the process for the quick fix can take 18 to 30 months.

- As police vehicles wear out, they are routinely replaced. Included in the adopted budget are 2 new Dodge Durango vehicles. Anticipating the model year ordering window opening, staff received one bid from W-K at a total cost of \$86,154.00.

BILL NO. 2024-62, ORDINANCE NO. 12020 – AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF A BID FOR THE PURCHASE OF VEHICLES FOR THE SEDALIA POLICE DEPARTMENT was read once by title.
2nd Reading – Motion by Oldham, 2nd by Foster. All in favor.
Final Passage – Motion by Foster, 2nd by Oldham. All in favor.
Roll Call Vote: Voting “Yes” were Robinson, Oldham, Marshall, Boggess, Hiller, Cross, Foster and Bloess. No one voted “No”.

- As presented in the strategic plan, Fire Chief Matt Irwin proposed adding ballistic vests and helmets for firefighter/EMT personnel. This equipment would provide added safety for emergency responders in the event of responding to an active shooter. A Hero Grant has been obtained to offset a portion of the cost of the equipment. Grant amount \$7,867.50.

BILL NO. 2024-63, ORDINANCE NO. 12021 – AN ORDINANCE APPROVING AND ACCEPTING A HERO FUND USA GRANT AGREEMENT was read once by title.
2nd Reading – Motion by Cross, 2nd by Foster. All in favor.
Final Passage – Motion by Cross, 2nd by Foster. All in favor.
Roll Call Vote: Voting “Yes” were Robinson, Oldham, Marshall, Boggess, Hiller, Cross, Foster and Bloess. No one voted “No”.

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

APPOINTMENTS: None

BIDS: (2) Police Vehicles – April 5, 2024

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

*Scott Hewett dba Colton’s Steak House and Grill, 4101 West Broadway, Liquor by the Drink & Sunday sales

*Cathy Geotz dba Break Time #3084, 318 West Broadway, Sunday Sales

*Cathy Geotz dba Break Time #3083, 808 East Broadway, Sunday Sales

*Cathy Geotz dba Break Time #3079, 2801 West Broadway, Sunday Sales

The Council Meeting adjourned sine die at 7:55 p.m. on motion by Oldham, seconded by Cross. All in favor.

The newly elected City Council Members were called forward and given the Oath of office by Jason S. Myers, City Clerk, and were presented Certificates of Election and then took their seats at the dias.

Jack D. Robinson, 1st Ward Councilman
Tina Boggess, 2nd Ward Councilwoman
Bob Hiller, 3rd Ward Councilman
Rhiannon M. Foster, 4th Ward Councilwoman

MAYOR PRO-TEM:

Motion by Foster, seconded by Marshall to nominate Councilwoman Boggess for Mayor Pro-Tem.

Motion by Robinson, seconded by Oldham to nominate Councilman Oldham for Mayor Pro-Tem.

Mayor Dawson ceased nominations.

Roll Call vote for Mayor Pro-Tem was as follows:

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

Tina Boggess was elected Mayor Pro-Tem.

SELECTION AND ANNOUNCEMENT OF COMMITTEE ASSIGNMENTS:

Motion by Marshall, seconded by Oldham to postpone selection and announcement of committee assignments to the May 6, 2024 Council Meeting. All in favor.

NEW BUSINESS: None.

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:

Councilman Oldham stated that there are opportunities for City staff to be more engaged in the community and would like a staff presentation on a policy regarding Volunteer time off. Motion by Oldham, seconded by Robinson for staff to develop information for the policy. All in favor.

City Administrator Kelvin Shaw addressed concerns on the following topics voiced by citizens during Good and Welfare at the April 1, 2024 Council Meeting:

1. Wording on plaque for Ozark Music Festival landmark site – After hearing, noted update to language presented by applicant; no longer includes reference to Sodom and Gomorrah.
2. Not being able to get prints for property – City needed to retain prints to conduct inspections from and for record keeping on permit; staff should've but didn't think of making a copy; Councilman Hiller brought request to staff and copy was made to resolve concern; working to implement systems to allow for electronic plan submissions which will eliminate expense of printing multiple paper copies and inconvenience of delivering them.
3. City's response of people not coming to meetings – City apologized that response was not adequate; City will continue to go over information with individuals when needed; not aware any Council members directly call citizens in their ward; City Council meeting packets are available on the City's Website, a link on Facebook and citizens encouraged to register to receive text messages.
4. Meetings should be posted on a public site – Mayor Dawson does present meetings on Facebook; meeting does go live on Go to Meeting and is recorded; recordings are downloaded and posted on YouTube.

April election suspicious timing/City ballot cost – April election is the time set for municipal issues such as Mayor and Council. Section 115.077 relates to City must offset costs of election it calls for; Section 115.124 contains exception that wouldn't apply to Sedalia; both sections don't recognize if there are no Council Members' or Mayor's terms expiring or any question asked by Sedalia at any particular April, there is no election to be had and thereby nothing to pay for; Closer read of Section 115.077.3 might help where it says "for each political subdivision.. Submitting a candidate or question at the election." Also look at 115.063 "when any question or candidate is submitted to a vote by any political subdivision...costs of election shall be paid..."

Trust was broken and lied to about sewer line and City permit – assumption that was lied to is a gross over statement; City presented letter of support in May 2022 for project, and in letter, it clearly said at the time we would work to identify, coordinate and provide water and sewer; normally the cost to extend the main line would be borne by project; to support project Mayor and City Administrator would present to Council for final approval for City to bear cost for water and sewer laterals to connect to property line; Final approval would be given in a public meeting; City agreed to cover cost of getting water line across road to property line; On August 21, 2023 developer asked about waiving permit fees for project; City indicated this was done separately as economic development incentive and would require Council action as part of Development Agreement; In email developer indicated that he needed to have work inspected and asked if that could happen without permits, or would he have to pay for permits and be reimbursed; City responded he would have to pay for permits and if council approves he would get reimbursed; City took Development Agreement to Council and recommended expansion of water line, waiving water and sewer connection fees and reimbursing building permit fees; Council objected to reimbursement of permit fees and directed City Administrator to remove from the Agreement and then approved balance of the agreement; agreement included that developer would have approximately 55,000sq ft facility, an investment of \$8,000,000.00 to \$10,000,000.00, retain 48 existing employees and add 5 new employees over next 5 to 10 years; City would extend water and sewer and waive connection fees, but if project did not go forward and jobs were not maintained as promised the City would have to be reimbursed for the cost of the fee of extending water line; documentation of jobs was included to provide copies of tax reports quarterly; developer responded via email requesting changes on September 20, 2023 including reduce number of jobs from 53 to 36, make reporting annual instead of quarterly and reduce potential reimbursement to \$25,000.00 if project did not perform; Council declined lowering claw back amount and communicated with developer and he responded back and declined offer.

Motion by Marshall, seconded by Cross to discuss the development agreement for David Goodson. All in favor. City Administrator Kelvin Shaw stated the expansion of the water line was estimated to be \$40,000.00 to \$60,000.00, connection fees for water and sewer were hundreds of dollars and permit fees were estimated to be \$30,000.00. Motion by Oldham, seconded by Marshall to allow Mr. Goodson to come forward and discuss the agreement. All in favor.

David Goodson addressed the Council and stated that he was quoted \$19,719.00 for water line fees and no fees on sewer because there was no modification. Mr. Goodson stated he spent over \$500,000.00 on steel/electrical/gas, building itself was \$4,000,000.00 and the concrete was another \$975,000.00. Mr. Goodson stated that when they go into that location it should produce a net of \$12,000,000.00/year and continue to raise, and sales tax revenue will be collected by the City. Mr. Goodson explained that when he attended the Council meeting on October 2, 2023 he was under the impression that he was going through a process and that the Council would agree with him. Mr. Goodson thanked the Council for taking the time to consider revising the agreement. Councilwoman Boggess asked Mr. Goodson to write down what terms he is wanting and for staff to work on an agreement to present to Council. Motion by Bloess, seconded by Marshall for staff to revise the agreement. All in favor.

Contractors not wanting to work in Sedalia – City would like to meet with individuals that have this thought to speak with them to learn how we can improve and identify what needs to change. City has continued to investigate complaints with the approach and remain open to suggestions on how to improve these concerns.

5. Extreme Ordinance – City will appreciate specifics on which Ordinances are considered extreme; specific suggestions or solutions would be helpful.
6. Code Enforcement Officer – Appreciate specifics.
7. City taking property – City has not taken any property since City Administrator started working for the City; City has purchased collectors’ deeds on several distressed properties through tax sale process; In order to get these properties redeveloped someone has to maintain them and clean up titles.
8. City officials, Council and elective officials using power for personal gain – City is not aware of any officials using their power for any personal gain; we go to an extreme way to make sure by reporting to the Missouri Ethics Commission; not aware of Mayor asking for an increase of 5 times his salary; if Mayor did get an increase it would be under market rate.
9. Little to no communication with community unless private meeting scheduled – Elected officials make themselves available on routine basis.
10. Road appearance – Everyone encouraged to report pot holes; discussed in strategic planning and budget development process.
11. City does not want to sit and discuss matters with County Officials – City officials have and will continue to meet with County Officials; have been some requested meetings that would have violated the Sunshine Law that Council declined; quick to sue is overstatement; City filed petition with Courts to have dispute over what law says by a judge; action only taken after discussion with Commissioners failed to reach agreement on what law says.
12. Mayor and City Administrator pushing Sedalia to be Charter City – Charter City option was presented to Council during strategic planning a couple years ago; discussion was around some of the state statutes for third class cities are out dated or designed with smaller cities in mind. Staff investigated and presented to Council what process would be; process involves community engagement and input into designing a charter for how City should run; taken out of Budget.
13. Low income and elderly losing homes because of Ordinances – Political system ensures that elected officials pass Ordinances required; Many employees don’t live in City limits but that does not mean they are any less part of the community, less committed or invested in the community.
14. Washington Street Bridge not a priority – Washington Street Bridge is a priority as evidenced by time, attention and resources allocated.
15. Very little transparency from elected officials and public meeting adjourned and opened back up after people had left and were locked out – Meeting was not adjourned; in accordance with the Sunshine Law there can be 2 parts of the same meeting and a closed session is allowed within open session; Regardless of where closed session is on agenda or called for, Council must call to order in an open session, vote to go to closed session, and then come back to open session before adjourning the meeting; most of time, agenda is intentionally set to have very little business after closed session; normally when Council comes out of closed session they only have the adjournment.

16. Where are the residents on West 3rd going to park once Katy Depot-Liberty Park Connect Project starts – Part of the grant funding is to design the trail/sidewalk; as design is completed there will be more details to share; Council will act before construction begins in open meeting.
17. Vehicle towed from property – City investigated and after reviewing, on June 20, 2023 letter was sent to owner of property of 2407 Dennis Road and copy to tenant; for property maintenance this issue to include Dodge Van with expired license plate from 2022; there is no indication if Code Official knew who tenant was and Code Official was not involved with reason of original complaint; case notes indicated case was followed up on 5 occasions dated from June 30 to August 7 with no evident progress of correcting the issue; According to pictures captured sometime between June 30 and July 13 the plates were evidently changed from the van; different plates were registered to different vehicle and expired in August; On August 9 judge signed a warrant to tow vehicle; Upon execution of the warrant on August 16 dispatch was asked to run plate and VIN for warrant; at this time is when staff indicated they were first aware who vehicle was registered to.

GOOD & WELFARE:

Becca LaStrada, 608 West 3rd, asked if there is any way the responses to previous Good & Welfare concerns could be put in the agenda to save time.

Dianne Simon, with E.W. Thompson Inc., 17449 Brockman Avenue, Cole Camp informed Council that E.W. Thompson Inc. will have a petition for annexation for a public hearing for the new Pettis County Ambulance site for the May 6, 2024 Council meeting.

Harry Hoffert, 1408 South Barrett, stated that he attended the last meeting and expressed that Chief Building Official Devin Lake must not like her job because of her demeanor and she is hateful to everybody. Mr. Hoffert also stated that he knows the City does not want any part of stamp on the plans of the Washington Street Bridge because putting a stamp on something means taking responsibility. Mr. Hoffert advised Council to build a new bridge. Motion by Oldham, seconded by Marshall to allow Mr. Hoffert an additional 3 minutes. Roll Call Vote: Voting "Yes" were Robinson, Oldham, Marshall, Boggess, Hiller, Cross, Foster and Bloess. No one voted "No". Mr. Hoffert went on to say that he talked to the County and they said that no one from the City has reached out to them about the fire station on the North. He insisted that the City work together with the County.

Kevin Lujin, 408 West 22nd, stated that if City Administrator Shaw was interested in putting the Good and Welfare comments in the Windsor Review to send them to him.

Chad Damlo, 2407 Dennis, apologized for his comments at the last meeting and asked why his house is the only one targeted and said that there is a vehicle across from his shop that has a 2021 tag on it. Mr. Damlo suggested that Code Enforcement only goes to certain parts of town and insisted that Devin Lake does not want to work with anybody in the City. Mr. Damlo stated that one of the Code Enforcement officers told him that he was getting pay any way and why does it matter and he would like a response from City Administrator Shaw.

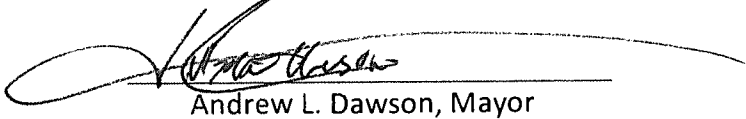
Jim Marcum, 21524 Main Street Road, explained that the case the City is building against the County was for building something in the City. When the Jail was built, they were not aware a permit was needed and things blew up from there. The City has never been asked by them for an excavation or sewer and they've been there since the 1970's. The County feels the City is very qualified to work on things and will put it back like it was.

Debbie Covington, 2601 East 12th, stated that she and her spouse have been in business for over 30 years and have never been required to have a permit. Adding to comments about Ms. Lake, they have been strong armed by her into getting a contractor's license. Ms. Covington wants to know how you can administer codes in a town you do not live in. There is a lack of transparency about some things that went on during the April 1, 2024 Council Meeting. Ms. Covington requested an additional 3 minutes, however, no motion or second was made by Council to grant additional time.

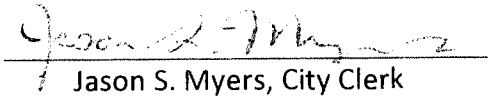
The meeting adjourned at 9:30 p.m. on motion by Oldham, seconded by Foster to a closed-door meeting in the upstairs conference room pursuant to subsections 1 (Legal Advice), 2 (Real Estate) and 12 (Negotiated Contracts) of Section 610.021 RSMo. Roll Call Vote: Voting "Yes" were Robinson, Oldham, Marshall, Boggess, Hiller, Cross, Foster and Bloess. No one voted "No".

The regular meeting reopened and adjourned at 10:54 p.m. on motion by Oldham, seconded by Robinson. All in favor.

THE CITY OF SEDALIA, MISSOURI

A handwritten signature in black ink, appearing to read "Andrew L. Dawson", is written over a horizontal line.

Andrew L. Dawson, Mayor

A handwritten signature in black ink, appearing to read "Jason S. Myers", is written over a horizontal line.

Jason S. Myers, City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FOR THE PURCHASE OF A GRADE CONTROL FOR ASPHALT PAVER.

WHEREAS, The City of Sedalia, Missouri, has received a quote from Foley Equipment for the purchase of a 2D Grade Control for asphalt paver; and

WHEREAS, under the terms of the quote, the City of Sedalia shall pay the sum and amount of Thirty Thousand Three Hundred Five Dollars (\$30,305.00) to Foley Equipment for said Grade Control as more fully described in the quote attached to this Ordinance and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts the quote from Foley Equipment in substantively the same form and content as the quote has been proposed.

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

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

Section 4. This ordinance shall 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 6th day of May 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 6th day of May 2024.

ATTEST:

Andrew L. Dawson, Mayor

Jason S. Myers, City Clerk



Let's Cross Paths

City of Sedalia

200 S. Osage

Sedalia, MO 65301

(660) 827-3000 www.sedalia.com

To: Kelvin Shaw, City Administrator
Jessica Pyle, Finance Director
Through: Mathew Wirt, Assistant City Administrator
From: Justin Bray, Public Works Operations Director
Date: April 23, 2024
Subject: Purchase of 2D grade control for asphalt paver

The Public Works Department, Streets Division, is requesting approval to purchase 2D Grade Control from Foley Equipment 1040 Sedalia Road, Sedalia Mo 65301. The 2D Grade Control and installation is a planned purchase in the FY25 budget in the department capital account. The 2D Grade Control contract price is \$30,305 with the original budget amount estimated at \$27,000. To offset the increase of the device due to inflation, Public Works may forgo another equipment purchase.

The grade control device allows the asphalt laying machine to more accurately place asphalt on the street providing a level and accurate pitch in the roadway for drainage. The device is also scalable for the future by providing the ability to communicate with the asphalt cold plainer (miller) and roller. This will ensure that the proper compaction and grade/slope of the newly laid asphalt is done to engineered specifications.

Public Works will utilize the cooperative procurement process of Omnia #4019043 in the purchase of this equipment, which complies with the City's Financial Management Policy.



Quote Number: 2024-85563

Date : 04/17/2024

Prepared By : Case Clough

SITECH Name : SITECH CENTRAL LLC

Customer Name : Jusin Bray

Contact Email :

Company Name : City of Sedalia

Address :

#	Product Name	Product Description	Qty	Net Price	Total Price
1.1	160040-500	Kit -- Base, Generic, Asphalt Paver, Roadworks 2D	1	2,396.00	2,396.00
1.2	102888	Subkit - Custom Weiler, Asphalt Paver, PCS	1	912.00	912.00
1.3	200435-10	FRU - Electronic Controller, EC520-W w/IMU and Wi-Fi	1	846.00	846.00
1.4	100441-10	FRU - Valve Module, VM510 w/Fasteners	1	705.00	705.00
1.5	160040-001	Core Bundle - Asphalt Paver	1	3,527.00	3,527.00
1.6	160040-501	Kit -- Add-On, Asphalt Paver, Display, TD510, Roadworks 2D	2	1,554.00	3,108.00
1.7	58440-10	Mount - RAM Ratchet Clamp + Ball, w/ Hardware	2	140.00	280.00
1.8	117546-00	FRU - Ethernet Switch, SD510	1	753.00	753.00
1.9	150805-01	Harness - SD510	1	230.00	230.00
1.10	201500-00	FRU - 7" Touch Display, TD510-LW w/TPM, WiFi & BT	2	1,617.00	3,234.00
1.11	150461-020	Cable - Extension, 2M, 12 Pin Recp, 12 Soc Plug	2	122.00	244.00
1.12	160040-502	Kit -- Add-On, Asphalt Paver, Slope Sensor, AS200, Roadworks	1	363.00	363.00
1.13	72429-01	FRU - Angle Sensor, AS200, V5.200	1	1,871.00	1,871.00
1.14	74711-10	Kit - Install, Asphalt Paver, Trimble Ready, Sonic Sensor, PCS	2	4,001.00	8,002.00
1.15	150418-020	Cable - Extension, 2M, 8 Pin Recp, 8 Soc Plug	2	59.00	118.00
1.16	65600	Case - ST2xx Sonic Tracer (4), with Label	1	363.00	363.00
1.17	120868-00	Case - Dual TD510 w/ Console	1	283.00	283.00
1.18	EWHCC-2DPAVS YS-2Y	TPP - SYS - Paving - 2YR - AA510, AS200, EC520, KP510(x4), SD210, ST220(x3), TD5x0(x2), VM510	1	1,670.00	1,670.00
Total					28,905.00



#	Product Name	Product Description	Qty	Net Price	Total Price
2.1	Installation	Installation	1	1,400.00	1,400.00
Total					1,400.00

#	Product Name	Product Description	Qty	Net Price	Total Price
3.1	Omnia Partner #4019043	Omnia Partner #4019043	1	0.00	0.00
3.2	OMNIA Contract #212816	OMNIA Contract #212816	1	0.00	0.00
Total					0.00

Quote Total	Subtotal:	30,305.00
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All Orders	Grand Total:	30,305.00
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Signature (Customer, Company, Name) Date

Customer P.O. #

Signature (Sales Contact, devtrimble) Date

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE REPEALING ORDINANCE NUMBER 8558 BY REMOVING THE NO PARKING SIGN ON THE EAST SIDE OF SOUTH MASSACHUSETTS BETWEEN EAST 3RD AND THE ALLEY BETWEEN EAST 3RD AND EAST 4TH IN THE CITY OF SEDALIA, MISSOURI.

WHEREAS, the Citizen's Traffic Advisory Commission received a request to remove the no parking restriction on the East side of South Massachusetts between East 3rd and the alley located between East 3rd and East 4th Street (Actual address 302 East 3rd); and

WHEREAS, the Citizen's Traffic Advisory Commission approved the request at its March 13, 2024 meeting by a 5 –Yes 0 -No vote and hereby recommends that the Council also approve the request to remove the no parking restriction on the East side of South Massachusetts between East 3rd and the alley located between East 3rd and East 4th Street (Actual address 302 East 3rd).

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

Section 1. Ordinance Number 8558 is hereby repealed.

Section 2. The Council of the City of Sedalia, Missouri hereby approves the removal of the no parking restriction on the East side of South Massachusetts between East 3rd and the alley located between East 3rd and East 4th Street (Actual address 302 East 3rd).

Section 3. The City's Street Department is authorized to remove any signs denoting the above listed parking restriction and the City Clerk is ordered to remove this traffic restriction in the City's Master Schedule of Traffic Restrictions.

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 6th day of May, 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 6th day of May, 2024.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers,
City Clerk



CITY OF SEDALIA
TRAFFIC ADVISORY COMMISSION
REQUEST/SUGGESTION SUBMISSION FORM

Date: 3-7-2024

Submitters Name: David Furrell - Furrell Investments Inc

Submitters Address: 501 Ohio, Ste. 200
Sedalia, mo 65301

Submitters E-Mail Address: DFurrell@bristolmanor.com

Submitters Phone: 660 826 0200

Submitters Signature: Submitted by email

Request/Reason for Need:

Remove no parking sign by apartments at 302 E. 3rd. Sign is located on S. Massachusetts and is believed to be left over from the Boys & Girls Club when it was located there. This will allow for more parking for apartment residents

Public Works Dept. Recommendation:

Public Works Director Signature: _____

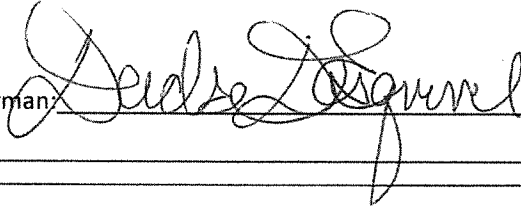
TRAFFIC ADVISORY COMMISSION RECOMMENDATION

The City of Sedalia Traffic Advisory Commission reviewed this request/reason for need on: 13th day of March 2024, by a vote of 5 to 0.

approve

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

Attested to by Commission Chairman:



on 3, 13, 2024.

City Council Action:

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

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A PERMANENT UTILITY EASEMENT FOR A SANITARY SEWER MAIN PROJECT.

WHEREAS, the City of Sedalia has received a permanent utility easement from Inter-State Studio & Publishing Co., for property located at 3602 South Limit for a Sanitary Sewer Main Project; and

WHEREAS, said project is part of a development that will bring a sanitary sewer main for connection to properties on the east side of Highway 65 from approximately the 3500 block to the 4000 block as more fully described in the easement 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 utility easement from Inter-State Studio & Publishing Co., as more fully described in the easement attached to this ordinance and incorporated herein.

Section 2. The City Clerk is hereby authorized and directed to file in his office the said easement and Ordinance after recording said easement and Ordinance with 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 6th day of May 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 6th day of May 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 4-15-24

DATE: APRIL 15, 2024

**SUBJECT: ACCEPTANCE OF A PERMANENT UTILITY EASEMENT
FOR SANITARY SEWER FROM INTER-STATE STUDIO &
PUBLISHING CO.**

Background:

The City has been working with MoDNR and several property owners along the east side of Hwy 65, from approximately the 3500 hundred block to the 4000 block, to bring a sanitary sewer main line, for connection to said properties, so that the properties may disconnect from septic systems and lagoons.

Discussion:

The nearest and most accessible sewer main is located behind an existing building at 3602 S. Limit, Sedalia, MO. Inter-State Studio & Publishing Co. owns the property on which an existing sewer exists and is the nearest point of connection for the extension of a sewer line to serve the properties on the east side of HWY 65.

Inter-State Studio & Publishing Co. is willing to provide the City of Sedalia a permanent utility easement for the installation of and extension of the new sewer main.

Recommendation:

City staff recommends acceptance of the Permanent Utility Easement from Inter-State Studio & Publishing Co., of the County of Pettis, State of Missouri to the City of Sedalia, Missouri, and authorizing the Mayor to sign said ordinance.

PERMANENT UTILITY EASEMENT

This Indenture, made this 10 day of April, 2024, by and between Inter-State Studio & Publishing Co., 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:

ATTEST:

Brandin Boise 

Clint Colbhan 

MISSOURI ACKNOWLEDGEMENT

STATE OF MISSOURI)
)
COUNTY OF PETTIS) SS.

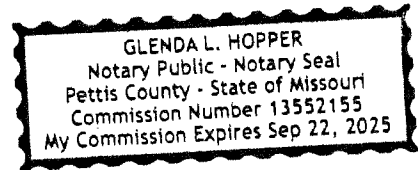
On this 10 day of APRIL, 2024, before me personally appeared
 BRANDEN BOISE

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 SEPT. 22, 2025

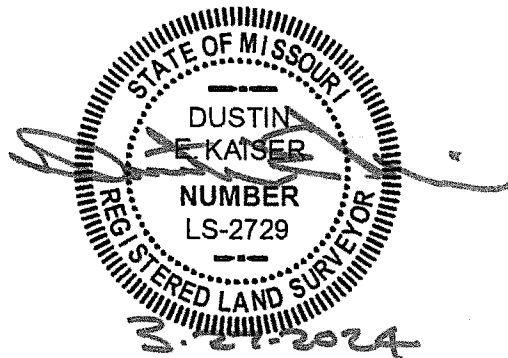
 Glenda L. Hopper
Notary Public



OWNER: INTER-STATE STUDIO & PUBLISHING CO.
DEED DOCUMENT NO. 2012-4129
PERMANENT PUBLIC SANITARY SEWER EASEMENT

A TEN-FOOT WIDE EASEMENT LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 45 NORTH, RANGE 21 WEST, PETTIS COUNTY, MISSOURI, BEING PART OF THE TRACT DESCRIBED BY THE DEED DOCUMENT NO. 2012-4129 OF THE PETTIS COUNTY RECORDS, BEING ADJACENT, ADJOINING, ABUTTING, AND TO THE RIGHT OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHEAST CORNER OF TRACT DESCRIBED BY THE DEED DOCUMENT NO. 2012-4129 OF THE PETTIS COUNTY RECORDS, SAID POINT ALSO BEING ON THE WEST RIGHT OF WAY LINE OF U.S. ROUTE 65; THENCE WITH THE SOUTH LINE OF SAID TRACT DESCRIBED BY THE DEED DOCUMENT NO. 2012-4129 OF THE PETTIS COUNTY RECORDS, N 86°42'26" W, 233.50 FEET TO THE POINT OF TERMINATION OF THIS EASEMENT AND CONTAINS 0.05 ACRES, MORE OR LESS.



DUSTIN E. KAISER – PROFESSIONAL LAND SURVEYOR
LICENSE NO. 2729

BARTLETT & WEST, INC.
MISSOURI CERTIFICATE OF AUTHORITY NO. 2005013257
601 MONROE STREET, SUITE 201
JEFFERSON CITY, MISSOURI 65101
573-634-3181

BARTLETT & WEST, INC.
 MISSOURI CERTIFICATE OF
 AUTHORITY NO. 2005013257
 601 MONROE STREET, SUITE 201
 JEFFERSON CITY, MISSOURI 65101
 573-634-3181

10' PUBLIC SANITARY
 SEWER EASEMENT

SW 1/4 NE 1/4
 SECTION 17-45-21

DEED DOCUMENT NO. 2012-4129
 OWNER: INTER-STATE STUDIO & PUBLISHING CO.

WEST RIGHT OF WAY LINE
 OF U.S. ROUTE 65 AND
 EAST PROPERTY LINE

SOUTH
 PROPERTY
 LINE

POINT OF
 TERMINATION

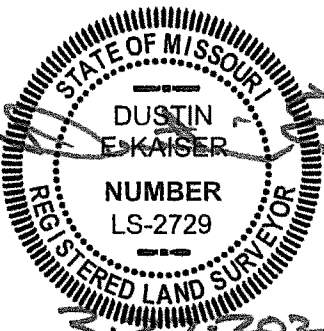
N 86°42'26" W 233.50'

POINT OF
 BEGINNING

DESCRIBED LINE

U.S. ROUTE 65

Drawing name: W:\Proj\21201\21201.009\Avecos\21201.009_Expblis.dwg Layout name: INTER-STATE STUDIO & PUBLISHING Company name: INTER-STATE STUDIO & PUBLISHING Plotted on: Mar 27, 2024 - 6:56am



DUSTIN E. KAISER
 PROFESSIONAL LAND
 SURVEYOR
 LICENSE NO. LS-2729

DISPLAY DRAWING

0 50 100
 SCALE: 1" = 100'

Bartlett & West

INTER-STATE STUDIO &
 PUBLISHING COMPANY
 SEDALIA, MISSOURI

PROJ NO:
 21201.009

DATE:
 MARCH 2024

SHEET NUMBER

1 OF 1

601 MONROE STREET, SUITE 201 - JEFFERSON CITY, MO 65101
 PHONE: 573-634-3181 - FAX: 573-634-7994
 MISSOURI CERTIFICATE OF AUTHORITY NO. 2005013257

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ALLOWING OVERNIGHT CAMPING/PARKING IN LIBERTY PARK FOR THE “BIG BIKERS ACROSS MISSOURI (BAM) ON THE KATY” EVENT ON MONDAY, JUNE 3, 2024 AND MONDAY, OCTOBER 7, 2024.

WHEREAS, the “Big Bikers Across Missouri (BAM) on the Katy Event” will be held on June 3, 2024 and October 7, 2024 in Liberty Park and the participants in said event will require the allowance of overnight camping/parking in Liberty Park.

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 a one-day waiver of its Codebook Section 38-4 and approves the allowance of overnight camping/parking in Liberty Park on June 3, 2024 and October 7, 2024 only for participants in the “Big Bikers Across Missouri (BAM) on the Katy” Event.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection in the City Clerk’s Office prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 6th day of May 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 6th day of May 2024.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN ANNEXATION AND UTILITY SERVICES AGREEMENT FOR CONNECTION OF PROPERTY LOCATED AT 4050 BLUEGRASS DRIVE TO THE CITY OF SEDALIA'S SANITARY SEWER AND WATER DISTRIBUTION SYSTEMS.

WHEREAS, The City of Sedalia, Missouri, has received an annexation and utility services agreement from Grigoriy G. Kuzmenko and Dorina Kuzmenko; and

WHEREAS, under the agreement, the City of Sedalia, Missouri agrees to allow Grigoriy G. Kuzmenko and Dorina Kuzmenko to connect property at 4050 Bluegrass Drive that is located outside of the city limits of Sedalia to the City of Sedalia's sanitary sewer and water distribution systems 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 Grigoriy G. Kuzmenko and Dorina Kuzmenko 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 6th day of May 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 6th day of May 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: April 25, 2024
Subject: Annexation Agreement for Water and Sewer Services

Please find attached an annexation agreement between the City of Sedalia and Grigory Kuzmenko and Dorina Kuzmenko for the tract of land identified within the agreement as Lot fifty-three (53) of Shepherd Meadow Estates Plat 2, and now addressed as 4050 Bluegrass Dr. Grigory Kuzmenko and Dorina Kuzmenko are requesting connection to the City's water distribution and sewer collection systems 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 and sewer services lines should Grigory Kuzmenko and Dorina Kuzmenko not complete the annexation process. Grigory Kuzmenko and Dorina Kuzmenko have already signed and have notarized the agreement.

ANNEXATION AND UTILITY SERVICES AGREEMENT

This agreement (hereinafter "Agreement") entered into this 25 day of April, 2024, between the City of Sedalia, Missouri (hereinafter "City") and Grigoriy G. Kuzmenko and Dorina Kuzmenko (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 and sanitary sewer systems for purposes of developing Owner's property; and

3. Whereas, City desires to permit Owners to connect to the City's water and sanitary sewer systems 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 and sanitary sewer systems, 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 water and sanitary sewer lines serving Owners' property to the City's water and sanitary sewer systems, 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 and sanitary sewer systems. 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 and sanitary sewer services.

3. The Owners shall ensure the sanitary sewer line serving Owners' property is constructed in compliance with City regulations and standards. Construction of the sanitary sewer 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 sewer line to the City's existing sewer line and make connection. Owners shall not be charged for sewer services until the activation of service with 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. Sanitary sewer 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 agrees 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 and sewage treatment services 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 and sewage treatment services 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 and sanitary sewer services to Owners' property and disconnect the utility lines serving Owners' property from the City's water and sanitary sewer systems. 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

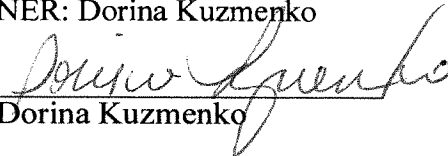
ATTEST:

Jason Myers, City Clerk

OWNER: Grigory K. Kuzmenko

By 
Grigory K. Kuzmenko

OWNER: Dorina Kuzmenko

By 
Dorina Kuzmenko

On the ____ day of _____, 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.

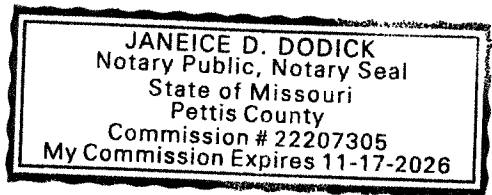
By: _____
Andrew Dawson, Mayor

ACKNOWLEDGMENT BY OWNER, CORPORATION OR ASSOCIATION

STATE OF MISSOURI)
) SS
COUNTY OF PETTIS)

On the day 25 of April, 2024, before me appeared Grigory K. Kuzmenko and Dorina Kuzmenko, to me personally known, who, being by me duly sworn, did say that he is the Owner of 4050 Bluegrass Dr and that said instrument was signed by him and acknowledged the said instrument to be a free act and deed of Grigory Kuzmenko and Dorina Kuzmenko

IN TESTIMONY WHERE, 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.

2023-4831

RECORDED ON
10/30/2023 08:30 AM
PAGES: 2

BARBARA CLEVENGER
RECORDER OF DEEDS
PETTIS COUNTY, MO

MISSOURI WARRANTY DEED

This Deed, Made and entered into this 27th day of October, 2023, by and between

KAPITAL CONSTRUCTION CO. L.L.C., a Missouri Limited Liability Company as "GRANTOR",

and

GRIGORIY G. KUZMENKO and DORINA KUZMENKO, husband and wife

of the State of Missouri, and County of Pettis, as "GRANTEE",

Grantee's mailing address: 647 E 19th St, 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:

LOT FIFTY THREE (53) OF SHEPHERD MEADOW ESTATES PLAT 2, PETTIS COUNTY, MISSOURI.

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

NOTE: This Warranty Deed is being executed to correct the Notary Acknowledgment in Warranty Deed recorded September 27, 2023 as Document No. 2023-4337.

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 and 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.

KAPITAL CONSTRUCTION CO., L.L.C.

By: *Aleksandr Kapitula*
ALEKSANDR KAPITULA, Member/Manager

STATE OF MISSOURI

COUNTY OF PETTIS

}
}
} ss:
}

On this 27th day of October, 2023, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **ALEKSANDR KAPITULA**, to me personally known, who being by me duly sworn, did say that he is the Member/Manager of **KAPITAL CONSTRUCTION CO., L.L.C.**, a **Missouri limited liability company**, and that said instrument was signed on behalf of said Limited Liability Company, and said Member/Manager acknowledged said instrument to be the free act and deed of said Limited Liability Company.

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

Jennifer L. Huhmann
Notary Public

My Term Expires:

7-9-2025

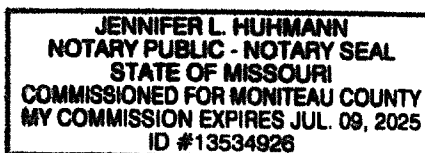


Exhibit B



Overview

Legend

-  Political Townships
-  Corporate Limits
-  Parcels
-  Roads

Parcel ID	155015000003053	Alternate ID	n/a	Owner Address	KUZMENKO, GRIGORIY G & DORINA
Sec/Twp/Rng	15/45/21	Class	Residential		647 E 19TH ST
Property Address	4050 BLUEGRASS DR	Acreeage	0.252		SEDALIA, MO 65301-7659
	SEDALIA TWP				
District	R004				
Brief Tax Description	LOT 53 SHEPHERD MEADOW ESTATES PLAT 2 15-45-21				
	(Note: Not to be used on legal documents)				

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

Date created: 4/25/2024
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BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SEDALIA, MISSOURI AMENDING ARTICLE VI, CHAPTER 60, SECTION 60-301 OF THE CITY CODE, FOR THE PURPOSE OF UPDATING LIQUID WASTE DISPOSAL SITES.

WHEREAS, the City desires to update its Code of Ordinances to include an additional location designated for liquid waste disposal.

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

Section 1. Section 60-301 of the City Code is hereby amended in part, to read as follows:

“Sec. 60-301. Designated approved receiving stations for hauled liquid waste.

The City of Sedalia has two designated approved receiving stations for hauled liquid waste. All liquid waste must be disposed of at an approved disposal site. The Wastewater Treatment Plant(s) Manager, Utilities Director or their designee shall determine, prior to disposal of any hauled liquid waste, which site the material shall be disposed. The following sites are designated disposal sites:

Liquid Waste Dump Station #1 - Central Wastewater Treatment Plant
located at 2900 W. Main Street, Sedalia, Missouri 65301

Liquid Waste Dump Station #2 – Southeast Wastewater Treatment Plant
located at 26999 Goodwill Chapel Road, Sedalia, Missouri 65301”

Section 2: This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Section 3: The provisions of this Ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.

Section 4: That the City Clerk is authorized by this Ordinance to correct any scrivener’s errors identified within this Ordinance.

Section 5: That all other parts and provisions of the City Code not in conflict herewith shall remain in full force and effect unless previously or subsequently amended or repealed.

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 6th day of May, 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 6th day of May, 2024.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

MEMO

TO: Andrew Dawson, Mayor

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

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

CC: William Bracken, Utilities Director
Ben Maness, Mid-MO Operations
Jason Myers, City Clerk

DATE: APRIL 26, 2024

SUBJECT: UPDATING LIQUID WASTE DISPOSAL SITES

Background:

Currently City Code allows Liquid Waste haulers to dispose of the material only at the Central Wastewater Treatment Plant.

Discussion:

The City is currently upgrading the Aeration Basin at the Central Wastewater Treatment Plant. As part of the upgrade, the Aeration Basin will be taken off-line during bypassed (NOTE: MoDNR has approved this procedure). During the shut-down of the aeration basin, we want to limit the amount of material we have to process at the Central WWTP.

The Central WWTP is currently the only plant within the City that allows Liquid Waste Haulers to dispose of their material. In an effort to disrupt processes as minimal as possible, staff is requesting the City Code be changed to allow Liquid Waste Haulers to dispose of their material at the Southeast WWTP.

I have included a "redline" copy of the code changes for your information.

Recommendation:

City staff recommends approval of the proposed changes to the City Code, section 60-301.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FOR THE PURCHASE OF TWO BASE STATION DEVICES FOR THE WATER DEPARTMENT.

WHEREAS, The City of Sedalia, Missouri, has received a quote from Core and Main for two base station devices that will replace those that have reached the end of service life and need to be replaced; and

WHEREAS, under the terms of the quote, the City of Sedalia shall pay the sum and amount of One Hundred Ten Thousand Dollars (\$110,000.00) to Core and Main for said devices as more fully described in the quote attached to this Ordinance and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts the quote from Core and Main in substantively the same form and content as the quote has been proposed.

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

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

Section 4. This ordinance shall 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 6th day of May 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 6th day of May 2024.

ATTEST:

Andrew L. Dawson, Mayor

Jason S. Myers, City Clerk



Let's Cross Paths

City of Sedalia

200 S. Osage

Sedalia, MO 65301

(660) 827-3000 www.sedalia.com

To: Matt Wirt, Assistant City Administrator
From: William Bracken, Utility Director
Date: April 29th, 2024
Subject: TGB Replacement

In 2011 the Sedalia Water Department implemented a radio signal meter system that allows communication between water meters and radio base stations at each water tower, allowing monthly water usage to be collected without having to manually read every meter. The base station devices at each tower that receive readings from individual meters has reached the end of service life and need to be replaced to maintain accurate water meter readings. The replacement of the base stations will involve the purchase of the antennas/equipment, climbing the towers, and installing the new antennas. The project was budgeted in the water capital account for FY25 and is on budget at the price of \$110,000. The provider, Core & Main of Columbia Missouri is the *sole source* provider in our region for this particular base station that is compatible with our meters meeting city purchasing policy. After careful consideration, I recommend that we approve the replacement of the base stations.



4/19/2024

City of Sedalia, MO
200 S Osage
Sedalia, MO 65301

601 Big Bear Blvd
Columbia, MO 65202
T: 573-442-4450
F: 573-875-0822

<u>Quantity</u>	<u>Item</u>	<u>Unit</u>	<u>Extended</u>
2	Base Station Replacements	\$ 55,000.00	\$ 110,000.00

Please feel free to call if you have any questions.

Prepared by:

Kaleb Breshears

Kaleb Breshears
AMR/AMI Product Specialist MO
Cell: 816-598-2754
kaleb.breshears@coreandmain.com

Kent Burke

Kent Burke
OSR - MO
Cell: 573-864-6226
kent.burke@coreandmain.com

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A SCOPE OF SERVICES FOR THE NORTH CENTRAL NEIGHBORHOOD CONNECT SEDALIA REVITALIZATION PROJECT.

WHEREAS, the City of Sedalia, Missouri, received a Scope of Services from Wilson and Company for professional design services to develop final plans for the North Central Neighborhood Connect Sedalia Revitalization Project; and

WHEREAS, under the terms of the Scope of Services, the City of Sedalia shall pay the sum and amount of One Hundred Seventy Thousand Six Hundred Eighty-eight dollars and Fifty Cents (\$170,688.50) to Wilson and Company for said services as more fully described in the Scope of Services attached to this Ordinance 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, hereby approves and accepts the Scope of Services from Wilson and Company in substantively the same form and content as it has been proposed.

Section 2. The Mayor or City Administrator are 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 Scope of Services 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 copy of the Scope of Services 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 6th day of May 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 6th day of May 2024.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

MEMO

TO: Kelvin L. Shaw, City Administrator
Matthew Wirt, Assistant City Administrator
Jason Myers, City Clerk

FROM: Christopher R. Davies, P.E. City Engineer *CD 4-30-24*

DATE: APRIL 30, 2024

**SUBJECT: CITY OF SEDALIA– NEIGHBORHOOD REVITALIZATION
GRANT DED; NORTH SEDALIA – DESIGN ENGINEERING**

Background:

The City of Sedalia received a Department of Economic Development Grant in the amount of \$767,760.00; in addition the City has matching funds from SLFRF ARPA Funds in the amount of \$767,760.00. Total project cost is \$1,535,520.00.

Discussion:

Wilson and Co., one of the City's on-call consulting engineers has prepared a Scope of Work and a proposed Fee Estimate to perform design and related services for the North Sedalia Sidewalk improvements (See Exhibit A, attached).

If you have any questions or need additional information please let me know.

Recommendation:

City staff recommends approval of the Scope of Work from Wilson & Company for the design, plans and specifications for the construction of the sidewalk; the cost for the services outlined is \$170,688.50

Exhibit A
Scope of Services
North Central Neighborhood
Connect Sedalia Revitalization Project
April 26, 2024

General Scope of Services

The purpose of this contract is to provide professional design services to develop Final Plans for the North Central Neighborhood within the general limits as identified in the figure below. The improvements will include replacement of the existing sidewalks in the designated locations to bring them up to current ADA standards, as well as driveways, curb, storm sewer, and other items as necessary to make the sidewalk improvements and any additional sidewalk to provide connectivity to the replacement.



Figure 1 – Sidewalk Locations

Detailed Scope of Services

Section 1 – Field Survey

- 1.1 Survey Control. The Consultant will establish the survey control network of the project. Horizontal and vertical control points will be set in locations that are suitable for any future use at these locations. Control points will be 5/8-Inch rebar with a 2-inch aluminum cap stamped with

point identification designation. Field activities will be collected in Missouri State Plane – Central Zone NAD83. Vertical Datum NAVD88

- 1.2 Utility Locates. The Consultant will contact utility companies through the Missouri One-Call system to help identify private buried utility lines within the survey project limits such as water, sewer, natural gas, electrical, fiber, and stormwater. Utilities will be horizontally field located according to field marks by the utility companies, or by a One-Call locator.
- 1.3 Topographic Field Survey. Perform field surveys to obtain sufficient detail for the project design. The field information shall include topographic information to clearly identify breaklines, slopes, and terrain issues including; paving, sidewalks, business entrances & utilities.
- 1.4 Existing Property Line Base Mapping –Record documents will be used in conjunction with found property corners to develop the property line base map. Property lines, Right-of-Way, and subdivisions will be plotted on the survey basemap.

Section 2 – Preliminary Plans (60% Complete)

- 2.1 Review previously completed plans/studies and review any data acquired by the City.
- 2.2 Sidewalk Geometry: Determine the best location for the sidewalks from the survey, aerial imagery, and right-of-way lines. A field investigation will be conducted as necessary to determine the best locations with the least impacts. A field investigation report will be developed to advise the City on best locations.
- 2.3 Drainage and Storm Sewer Design: The drainage and enclosed storm sewer system will be evaluated for impacts based on the locations of the proposed sidewalks. If necessary, the drainage and storm sewer will be designed to accommodate the sidewalk improvements.
- 2.4 Sidewalks, handicap ramps, driveways/entrances, and curb and gutter will be designed along the project locations to correct ADA deficiencies. Plans will be prepared for the proposed improvements and include the following sheets:
 - Title Sheet
 - General Notes & Summary of Quantities
 - Plan Sheets
 - Intersection Details
 - Traffic Control Plan
 - Erosion Control Plan
 - Detail Sheets
- 2.5 Prepare an Opinion of Probable Construction Cost using City standard bid items and recent bid tabs in conjunction with local cost information provided by the City.
- 2.6 The Consultant will attend a Preliminary Plan review meeting with City staff.

Section 3 – Final Plans (100% Complete)

- 3.1 Based on the comments received from the City during the Preliminary Plan review, the Consultant will revise the plans to develop final construction plans. The Consultant will prepare a project manual using the City's standard front-end documents and Standard Specifications, as

well as providing specifications for any construction work items that are not covered under the Standard Specifications.

- 3.3 The Consultant will update the Opinion of Probable Construction Cost based on comments received from the City during the Preliminary Plan review.
- 3.4 The Consultant will assist the City in preparing, submitting, and communicating information for the following environmental permits which might be required for the project:
 - a. Land Disturbance permit.
 - b. Stormwater Pollution Prevention Plan (SWPPP)
 - c. Any other permit applications required for construction.
- 3.5 The Consultant will submit PDF Final Plans to the City for bidding the project.

Section 4 – Construction Phase

- 4.1. The Consultant will coordinate with the City for Substantial and final completion inspections.

Items Not Included in the Scope of Services

1. Any work requested by the City that is not included in the basic services will be classified as supplemental services. Supplementary services shall include, but are not limited to the following:
 - a. Changes in the scope, extent, or character of the project.
 - b. Revisions to the plans when inconsistent with previous approvals or instructions by the City.
 - c. Updating plans to reflect development that has occurred after the Final Plans are complete.
2. Obtaining Ownership & Encumbrance or Title Reports for the adjacent properties.
3. Public Involvement or meetings with the adjacent property owners.
4. Full property survey or setting of new property corners if they are missing is not required.
5. Easement preparation. Work will be designed to stay within the City property, existing right-of-way and/or easements as much as possible. Easement documents may be necessary and will be negotiated as necessary.
6. Environmental permitting.
7. Construction Phase Services:
 - a. Review of shop drawings.
 - b. Construction inspection or testing.
 - c. Review of RFI's, pay applications, change orders, etc.
 - d. Preparation of record drawings.



Proj: North Central Neighborhood
 By: JARodriguez
 Date: April 24, 2024
 Client: City of Sedalia
 Notes:

EXHIBIT A
FEE ESTIMATE WORKSHEET

Fee Reviewed by:
 JCKLaudt
 Date:
 04/26/24

TASK I.D.	WORK TASK DESCRIPTION	ESTIMATED MANHOURS						TOTAL HOURS	LABOR EFFORT	EXPENSE EFFORT	TOTAL FEE
		P6 Project Manager	P3 Design Engineer	PD3 CADD Designer	FSS Survey Crew Chief	FS4 Surveyor	OD5 CADD Technician				
PHASE 01 - FIELD SURVEY											
1.1	Survey Control				10	16		26.00	\$ 2,916.00	\$ 510.00	\$ 3,426.00
1.2	Utility Locates				10	48	32	90.00	\$ 9,668.00	\$ 1,029.50	\$ 10,697.50
1.3	Topographic Field Survey				10	100	48	158.00	\$ 16,500.00	\$ 1,765.00	\$ 18,265.00
1.4	Existing Property Line Base Mapping				26	32	28	86.00	\$ 9,880.00	\$ 610.00	\$ 10,490.00
	Subtotal	0	0	0	56	196	108	360.00	\$ 38,964.00	\$ 3,914.50	\$ 42,878.50
PHASE 02 - PRELIMINARY PLANS											
2.1	Review Previous Data	1	24	16				41.00	\$ 4,980.00	\$ -	\$ 4,980.00
2.2	Sidewalk Geometry	2	160	60				222.00	\$ 27,040.00	\$ 340.00	\$ 27,380.00
2.3	Drainage and Storm Sewer Design	2	40	12				54.00	\$ 6,760.00	\$ -	\$ 6,760.00
2.4	Sidewalk, ADA Ramps, Drives, Curb Design and Sheet Preparation	4	200	180				384.00	\$ 45,680.00	\$ 100.00	\$ 45,780.00
2.5	Cost Estimate	1	8					9.00	\$ 1,220.00	\$ -	\$ 1,220.00
2.6	Plan Review Meeting	2	4					6.00	\$ 940.00	\$ 240.00	\$ 1,180.00
	Subtotal	12	436	268	0	0	0	716.00	\$ 86,620.00	\$ 680.00	\$ 87,300.00
PHASE 03 - FINAL PLANS											
3.1	Revise Preliminary Plans	4	100	120				224.00	\$ 26,580.00	\$ -	\$ 26,580.00
3.2	Prepare Project Manual and Non-Standard Specifications	2	16					18.00	\$ 2,440.00	\$ -	\$ 2,440.00
3.3	Revise Cost Estimate	1	4					5.00	\$ 720.00	\$ -	\$ 720.00
3.4	Prepare Environmental Permit Applications	2	30					32.00	\$ 4,190.00	\$ 230.00	\$ 4,420.00
3.5	Submit PDF Plans to City			2				2.00	\$ 220.00	\$ 130.00	\$ 350.00
	Subtotal	9	150	122	0	0	0	281.00	\$ 34,150.00	\$ 360.00	\$ 34,510.00
PHASE 04 - CONSTRUCTION PHASE											
4.1	Substantial Completion Inspection	8	8					16.00	\$ 2,760.00	\$ 240.00	\$ 3,000.00
4.2	Final Completion Inspection	8	8					16.00	\$ 2,760.00	\$ 240.00	\$ 3,000.00
	Subtotal	16	16	0	0	0	0	32.00	\$ 5,520.00	\$ 480.00	\$ 6,000.00
TOTALS		37	602	390	56	196	108	1,389.00	\$ 165,254.00	\$ 5,434.50	\$ 170,688.50

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN AGREEMENT FOR PAINTING OF CITY LOGOS ON BOTH WATER TOWERS.

WHEREAS, the City of Sedalia, Missouri received a proposal from Viking Painting, LLC, for application of three City Logos to the water tower located at 1401 Water Tower Road and two City Logos to the water tower at 210 East Main Street; and

WHEREAS, under the agreement, the City of Sedalia, Missouri shall pay Viking Painting, LLC, the total sum of Fifty-seven Thousand Five Hundred dollars (\$57,500.00) for said project as more fully described in the agreement attached to this ordinance and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri hereby authorizes the agreement by and between the City of Sedalia, Missouri and Viking Painting, LLC, as it has been proposed.

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 6th day of May 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 6th day of May 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: Matt Wirt, Assistant City Administrator
From: Elizabeth Nations, Executive Administrative Assistant
Date: May 2, 2024
Subject: City Logo Application to Water Tower

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

There were four bidders:

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

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

Viking Painting, LLC bid \$23,000 for the painting of the two (2) logos. Public Works inquired what amount Viking Painting, LLC would charge for the painting of three (3) logos on the tower located at 1401 Water Tower Road and then two (2) logos on the tower located at 210 E. Main St. Viking will charge \$11,500 per logo making the total for all five (5) logos \$57,500. Public Works has previously contracted with Viking and has been pleased with their work.

In August of 2023 in a collaborative effort with the Sedalia Lions Club and other key stakeholders, who raised over \$40,000, through a resolution adopted by Council the City of Sedalia committed \$40,000 matching funds to the implementation of the logo application to the water towers. Since the community has donated \$40,700, only \$16,800 of the funds promised for matching will be needed. Staff recommends acceptance of the bid from Viking Painting, LLC in the amount of \$57,500 to apply five (5) logos to the water towers.

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

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

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

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

Kelvin L. Shaw, City Administrator
City of Sedalia

Authorized Representative
Viking Painting, LLC

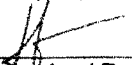
ATTEST:

Jason Myers
City Clerk

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

SECTION 5 BID FORM

SUBMITTED BY: Viking Painting, LLC
 (Company Name)

BY: 
 (Authorized Person's Signature)

John Snodgrass, Vice President
 (Print or Type Name and Title of Signer)

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

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

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

AFFIDAVIT OF COMPLIANCE

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

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

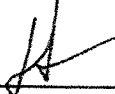
We TAKE exception to the IFB Documents/Requirements as follows:

Specific exceptions are as follows: _____

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

Company Name Viking Painting, LLC

ADDENDA

By  _____
(Authorized Person's Signature)

Bidder acknowledges receipt of the following addendum:

John Snodgrass, Vice President
(Print or type name and title of signer)

Addendum No. 1

Addendum No. 2

Company Address _____

Addendum No. _____

10905 Harrison Street, La Vista, NE 68128

Addendum No. _____

Addendum No. _____

Telephone Number 833-847-8265

Email bids@viptanks.com

Fax Number: N/A

Federal Tax ID No. 83-0944062

Date: 1/22/2024

TABULATION OF BIDS

CITY LOGO APPLICATION-WATER TOWER

January 23, 2024 2:00pm - Council Chambers

Description	Viking painting LLC 10905 Harrison ST La Vista, NE 68128		Five12 Painting Remodeling LLC 584 Peg CT ST. Cloud FL 34772		Thomas Industrial Coating Inc 2070 Hwy Z Pevely MO 63070		
	Quantity	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price
Painting 2 City logos on hydrotopillar	LS	\$23,000.00	\$23,000.00	\$ 35,000.00	\$ 35,000.00	\$ 55,359.00	\$ 55,359.00
Painting 2 City logos and repainting top tank of hydrotopillar	LS	\$116,630.00	\$116,630.00	\$141,015.00	\$ 141,015.00	\$ 185,346.00	\$ 185,346.00
Painting 2 City logos and repainting entire hydrotopillar	LS	\$231,630.00	\$231,630.00	\$278,250.00	\$ 278,250.00	\$ 314,363.00	\$ 314,363.00
Decal application of 2 City logos on the hydrotopillar	LS	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Decal application of 2 City logos and repainting the top tank of the hydrotopillar	LS	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Decal application of 2 City logos and repainting the entire hydrotopillar	LS	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Wrap application of 2 City logos on hydrotopillar	LS	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Wrap application of 2 City logos and repainting top tank of hydrotopillar	LS	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Wrap application of 2 City logos and repainting entire hydrotopillar	LS	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
acknowledge Addendum 1 & 2			Yes		Yes	No, Only Addendum 1	Yes
Bid Bond			Yes		Yes		Yes
E-Verify			Yes		Yes		Yes

Description	TMI Coatings, Inc 3291 Terminal Drive St. Paul, MN 55121		Tank Pro Inc. 5500 Watermelon Road Northport, AL 35473		
	Quantity	Unit Price	Ext. Price	Unit Price	Ext. Price
Painting 2 City logos on hydrotopillar	LS	\$ 59,000.00	\$ 59,000.00	\$ 64,728.00	\$ 64,728.00
Painting 2 City logos and repainting top tank of hydrotopillar	LS	\$ 146,500.00	\$ 146,500.00	\$ 163,315.00	\$ 163,315.00
Painting 2 City logos and repainting entire hydrotopillar	LS	\$ 251,500.00	\$ 251,500.00	\$ 249,837.00	\$ 249,837.00
Decal application of 2 City logos on the hydrotopillar	LS	No Bid	No Bid	No Bid	No Bid
Decal application of 2 City logos and repainting the top tank of the hydrotopillar	LS	No Bid	No Bid	No Bid	No Bid
Decal application of 2 City logos and repainting the entire hydrotopillar	LS	No Bid	No Bid	No Bid	No Bid
Wrap application of 2 City logos on hydrotopillar	LS	No Bid	No Bid	No Bid	No Bid
Wrap application of 2 City logos and repainting top tank of hydrotopillar	LS	No Bid	No Bid	No Bid	No Bid
Wrap application of 2 City logos and repainting entire hydrotopillar	LS	No Bid	No Bid	No Bid	No Bid
acknowledge Addendum 1 & 2			No, Only Addendum 1		No Bid
Bid Bond			Yes		Yes
E-Verify			Yes		Yes

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI,
STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE
THE CITY'S ANNUAL BUDGET FOR FISCAL YEAR 2025.**

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

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

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

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

WHEREAS, expenses for City's operations for Fiscal Year 2025 have been higher than budgeted, but do not exceed revenues plus the City's unencumbered balance brought forward from previous years; and

WHEREAS, the City Council of the City desire to state the facts and reasons necessitating an amendment to increase certain expenditures in the Fiscal Year 2025 annual budget.

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

Section 1. Expenditures from the City's General Fund must be increased by a total of \$108,915.24 above the amount authorized in the adopted annual budget for Fiscal Year 2025. An amendment to increase said budget is necessary for the following facts and reasons:

- A. Purchase radios and conversion kids for fire department, offset partially by grant awarded for Assistance to Firefighters.

Section 2. This Resolution shall take effect immediately upon its execution by the Mayor or otherwise as provided by law.

PASSED by the City Council of the City of Sedalia, Missouri, on May 6, 2024

Presiding Officer of the Council

ATTEST: _____
Jason S. Myers, City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2024-2025 REGARDING PURCHASE OF RADIOS FOR FIRE DEPARTMENT UTILIZING GRANT FUNDS THROUGH ASSISTANCE TO FIREFIGHTERS GRANT.

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

Section 1. The 2024-2025 fiscal year budget beginning April 1, 2024 and ending March 31, 2025 is hereby amended to modify certain budgeted line items as they appear on the attached schedule and made a part hereof as Exhibit A as if fully set out herein.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 6th day of May 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 6th day of May 2024.

Andrew Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

Exhibit A
City of Sedalia
FY25 Budget Amendment 5/6/2024 Fire Radios Grant Purchase Assistance to Fire Fighters Grant

Account / Description	Current Budget	Change	Amended Budget	Comments
Revenues / Source of Funds				
10-00-432-00 MO DPS Grant Reimbursement	(110,425.00)	(91,824.12)	(202,249.12)	Assistance to Firefighters Grant Award
Total Revenue Change		<u>(91,824.12)</u>		
Expenditures / Uses of Funds				
10-62-351-00 Capital Equipment	207,125.51	108,915.24	316,040.75	Handheld and Portable Radios
Total Expenditure Change		<u>108,915.24</u>		
		<u><u>(17,091.12)</u></u>		Net Increase (Decrease) in Projected Fund Balance

Sedalia Fire Department
DEPARTMENTAL MEMORANDUM
Office of the Fire Chief

To : City Administrator Kelvin Shaw

From : Fire Chief Matthew Irwin

Date : April 30, 2024

Ref : Budget Amendment Assistance to Firefighters grant award

With the acceptance of the Assistance to Firefighters, grant award I am requesting a budget amendment to the capital equipment fund. These funds were previously approved but with a delay in delivery, these radios just arrived.

I am requesting that \$108,915.24 be amended to the FY 2025 budget to purchase the following:

11 Motorola APX8000 handheld radios
4 Motorola APX 8500 portable radios
2 Pyramid vehicle repeaters.
Installation of equipment and programming

The total cost for these items is \$108,915.24. The AFG grant would cover \$91,824.12 the cost of this equipment, leaving a net additional cost to the budget of \$17091.12.

I am recommending the amendment to the budget for these items.

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI,
STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE
THE CITY'S ANNUAL BUDGET FOR FISCAL YEAR 2025.**

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

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

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

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

WHEREAS, expenses for City's operations for Fiscal Year 2025 have been higher than budgeted, but do not exceed revenues plus the City's unencumbered balance brought forward from previous years; and

WHEREAS, the City Council of the City desire to state the facts and reasons necessitating an amendment to increase certain expenditures in the Fiscal Year 2025 annual budget.

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

Section 1. Expenditures from the City's General Fund must be increased by a total of \$50,135.51 above the amount authorized in the adopted annual budget for Fiscal Year 2025. An amendment to increase said budget is necessary for the following facts and reasons:

- A. Purchase radios and conversion kids for fire department, offset partially by grant awarded through Missouri Department of Public Safety.

Section 2. This Resolution shall take effect immediately upon its execution by the Mayor or otherwise as provided by law.

PASSED by the City Council of the City of Sedalia, Missouri, on May 6, 2024

Presiding Officer of the Council

ATTEST: _____
Jason S. Myers, City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2024-2025 REGARDING PURCHASE OF RADIOS FOR FIRE DEPARTMENT UTILIZING GRANT FUNDS THROUGH MISSOURI DEPARTMENT OF PUBLIC SAFETY.

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

Section 1. The 2024-2025 fiscal year budget beginning April 1, 2024 and ending March 31, 2025 is hereby amended to modify certain budgeted line items as they appear on the attached schedule and made a part hereof as Exhibit A as if fully set out herein.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 6th day of May 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 6th day of May 2024.

Andrew Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

Exhibit A
City of Sedalia
FY25 Budget Amendment 5/6/2024 Fire Radios Grant Purchase MO DPS

Account / Description	Current Budget	Change	Amended Budget	Comments
Revenues / Source of Funds				
10-00-432-00 MO DPS Grant Reimbursement	(90,425.00)	(20,000.00)	(110,425.00)	MO Department of Public Safety Grant Award Reimbursement
Total Revenue Change		<u>(20,000.00)</u>		
Expenditures / Uses of Funds				
10-62-351-00 Capital Equipment	156,990.00	50,135.51	207,125.51	Handheld Radios and Conversion Kits
Total Expenditure Change		<u>50,135.51</u>		
		<u><u>(30,135.51)</u></u>		Net Increase (Decrease) in Projected Fund Balance

Sedalia Fire Department
DEPARTMENTAL MEMORANDUM
Office of the Fire Chief

To : City Administrator Kelvin Shaw

From : Fire Chief Matthew Irwin

Date : April 30, 2024

Ref : Budget Amendment Missouri DPS equipment grant

With the acceptance of the Missouri DPS equipment grant and the previously approved budget amendment for it, delays in delivery of equipment has caused this to roll into the FY2025 budget. I am requesting a budget amendment to the capital equipment fund.

I am requesting an additional \$50,135.51 be amended to the FY 2025 budget to purchase handheld radios and conversion kits.

The total cost for these items is \$50,135.51. The DPS grant would cover \$20,000.00 of the cost of this equipment, leaving a net additional cost to the budget of \$30,135.51.

I am recommending the amendment to the budget for these items.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A PAUL BRUHN GRANT SUB-RECIPIENT GRANT AGREEMENT FOR BRICKWORK AND ROOF REPAIR AT 418 SOUTH OHIO AND 420 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 exterior brickwork (tuckpointing) and roofing of the business owned by Triple M Investments, LLC at 418 South Ohio and 420 South Ohio would be repaired and replaced. The total cost of the project is One Hundred Thirteen Thousand Seven Hundred Twenty-one Dollars (\$113,721.00) with the Grant providing Thirty-one Thousand Seven Hundred Eighty-nine Dollars (\$31,789.00). Per the Grant agreement, the owner is required to cover 23% of the cost or Eighty-one Thousand Nine Hundred Thirty-two Dollars (\$81,932.00) 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 ORDINANED 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 6th day of May 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 6th day of May 2024.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers, City Clerk

SUBAWARD GRANT AGREEMENT

By and Between the

**City of Sedalia, Missouri
Grantee and Pass-Thru Entity and**

**Triple M Investments LLC
Subrecipient**

Federal Awarding Agency: United States Department of the Interior

Program Name: Paul Bruhn Historic Revitalization Grant

Project Title: 418-420 South Ohio Avenue

Federal Award ID: P22AP01483

Subrecipient's Entity ID:

Federal Award Date: 9/2/22

Project and Budget Period: 10/1/22 through 9/30/25

Total Grant Award: \$750,000.00

Subaward Start/End Date: Start - June 1, 2024 End – August 30, 2025

Subrecipient Award Amount: \$31,789.00

Indirect Cost Rate: none

Research and Development: None

GRANT AGREEMENT
Between City of Sedalia and
[PROPERTY OWNER]

Project Title: 418-420 South Ohio Avenue Rehabilitation Project Grant

Program: Paul Bruhn Historic Revitalization Grants Program

Amount of Federal Funds Obligated: \$ 31,789.00

Amount of Non-Federal Funding: \$ 81,932.00

Project Total: \$ 113,721.00

Period of Performance: June 1, 2024 through August 30, 2025,

This Grant Agreement is entered into by the City of Sedalia and Triple M Investments LLC (Recipient). This Agreement is effective upon approval by the National Park Service and will expire on August 30, 2025 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 \$ 31,789.00 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 it 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

The objective of the Paul Bruhn Historic Revitalization grant program is to support the rehabilitation of historic properties at the National, State, and local level of significance in order to rehabilitate, protect, and foster economic development of rural communities through subgrants which come from States, Tribes, Certified Local Governments, and non-profits able to support a competitive subgrant program. This program will fund preservation projects for historic sites to include architectural/engineering services and physical preservation.

- A. Recipient will contract with one or more companies to repair all exterior brickwork (tuckpointing) and repair the roof of the building.
- 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	June 2024	June 2024
Construction Period [add more lines in schedule as needed]	Upon receipt of NPS approval	August 2025
Progress Report to City of Sedalia	October 31, 2024	Every 6 months thereafter
Final Inspection of project work	August 30, 2025	August 30, 2025
Submit final report & photos of completed work to City of Sedalia	August 30, 2025	August 30, 2025

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	\$30,838.57	\$79,482.42	\$110,321.00
Metals			
Wood and Plastics			
Thermal and Moisture Protection	\$950.43	\$2,449.57	\$3,400.00
Doors and Windows			
Finishes			
Special Construction			
Conveying Systems			
Mechanical			
Electrical			
Totals	\$31,789.00	\$81,932.00	\$113,721.00

Recipient agrees to contribute \$ 31,789.00 in eligible non-Federal matching contributions that are allowable, properly documented and used during the grant period.

Sources of Matching Share

Donor	Source	Amount
Triple M Investments LLC	Triple M Investments LLC	\$81,932.00

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: Kelvin Shaw City Administrator 200 South Osage Ave. Sedalia, MO 65301	Program Administrator: John Simmons Community Development Director 200 South Osage Ave. Sedalia, MO 65301 660-851-7605 jsimmons@sedalia.com	Recipient: Triple M Investments, LLC Becky Grissom 2700 Matthew Drive Sedalia, MO 65301 660-851-2405 Becky@wtcpa.com
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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. During the period of performance, project expenses 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 until completion of the scope of work. The following reporting period end dates shall be used for interim reports. The report will include costs incurred, description of the project progress and any obstacles to completion of the project. All reports shall be written and 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 FINAL REPORT

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 by sending written notification to the Recipient setting forth the reasons for such termination.
2. By the City of Sedalia for any other cause or no cause by sending written notification to the Recipient setting forth the reasons for such termination.
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.

C. 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.

D. This Grant Agreement is contingent upon the City of Sedalia's receipt of funds from the federal government in connection with the Paul Bruhn Historic Revitalization Subgrant Program. The City of Sedalia may terminate this Grant Agreement immediately upon notice that the federal government will not provide funds to the City of Sedalia in connection with the Paul Bruhn Historic Revitalization Subgrant Program.

E. 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 shall 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 Department of the Interior and the Historic Preservation Fund as administered by the National Park Service 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 five (5) 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.; and
 - 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 and other applicable laws and standards prior to the beginning of grant-assisted work. Work that does not conform with the Standards and other applicable laws and standards in the judgement of the Program Administrator and National Park Service will not be reimbursed and may cause the grant to be terminated.
- H. 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 must be in compliance with all applicable regulations and guidance.
- I. 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. The Recipient shall comply with all regulations and requirements incorporated into the Notice of Award, attached hereto as Exhibit A. The Recipient shall comply with all requests for documentation or information from the City of Sedalia in connection with the City's obligations to comply with the requirements of the Notice of Award and any other federal regulations or requirements.
2. The Recipient shall comply with the Department of Interior Standard Terms and Conditions and all work completed shall comply with the Secretary of Interior's Standards and Guidelines for Archaeology and Historic Preservation and as determined eligible in the National Historic Preservation Act (NHPA), 54 U.S.C 300.101 et. seq. and in the Historic Preservation Fund Manual. Recipient shall also comply with the Historic Preservation Grant Fund Manual, attached hereto as Exhibit B.
3. 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 prior to beginning work with such contractors.
 - e. 43 CFR 18, “New Restrictions on Lobbying”;
 - f. 2 CFR Part 175, “Trafficking Victims Protection Act of 2000”.
 - g. FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions.
4. 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.
 5. 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.
 6. Anti-Deficiency Act. Pursuant to 31 U.S.C. Section 1341 nothing contained in this Agreement shall be construed as binding the National Part Service to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
 7. Non-Appropriation. Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth herein as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for

this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party.

8. 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.
9. 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.
10. 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 City of Sedalia 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 for additional information.
11. Assignment. No part of this Agreement shall be assigned to any other party without prior written approval of the City of Sedalia Program Administrator.
12. 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.
13. 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. National Park Service and City of Sedalia employees are not agents of the Recipient and will not act on behalf of the Recipient.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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 or the City of Sedalia.

19. **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.
20. **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.
21. **Conflicts of Interest.** This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply. Non-Federal entities 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.
 - a. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, 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 that recipient or subrecipient or in development of the requirement leading to the funding announcement.
 - b. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.
 - c. **Notification.** Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the City of Sedalia in accordance with 2 CFR 200.112, Conflicts of interest.
 - d. Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the City of Sedalia in writing of any conflicts of interest that may arise during the life of the award.
 - e. **Enforcement.** Failure to resolve conflicts of interest in a manner that satisfies the federal government or the City of Sedalia may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).
22. **Restrictions on Lobbying.** Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.

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.

2. 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 the National Park Service or any bureau or employee (by name or title).

3. The Recipient hereby grants to the City of Sedalia 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.

4. 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.

5. 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 City of Sedalia.

c. The Recipient hereby agrees to provide the City of Sedalia with all documentation requested by the City of Sedalia to comply with audit requirements as imposed by the federal government in connection with this Grant Agreement. The Recipient hereby agrees to permit and require its subcontractors to permit the City of Sedalia to inspect all work, materials, payrolls, invoices, and other data, and to audit the books, records, and accounts of the subrecipient and its subcontracts pertaining to the use of funds made available under this Agreement. Recipient shall maintain records in a manner that allows the City to conduct such actions.

6. 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.
7. 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 or amended 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 Program Administrator upon execution of the subcontract.

8. 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

200.317 through 2 CFR 200.327. 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/>.

9. 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.
10. Professional Services. Recipients shall negotiate contracts for architectural, engineering, and land surveying services on the basis of demonstrated competence and qualifications for the type of services required and at fair and reasonable prices.
11. Permits. Recipient agrees to obtain any permits, certificates of appropriateness or other permissions as necessary for the performance of the project work. Nothing in this Agreement shall abrogate the Recipient's requirement to obtain permits and approvals for work to be performed.
12. 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.
13. 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).
14. 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.
15. State Immigration Statutes. As a condition for the award of this Agreement, the Recipient shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the work. The Recipient shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the work. The Recipient shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year.
16. Indemnification. To the fullest extent permitted by law, the Recipient agrees to defend with counsel selected by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from this Agreement, including claims related to the grant of funds under the terms of this Agreement. Upon completion of the work, the Recipient does hereby release and discharge the City from any and all claims, liabilities, demands, suits, or causes of action for damages, expenses, attorneys fees, or any other type of relief arising out of the care, maintenance, operation, and control of the activities and work performed and funded by the grant.
17. Federal Requirements. The Recipient hereby acknowledges that it is subject to 2 CFR 200.1 Subaward; 2 CFR 200.101 Applicability; and 2 CFR 200.331 Subrecipient and Contractor Determinations.

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

Becky Grissom

Kelvin Shaw

Title

Title

Date

Date

**EXHIBIT A
NOTICE OF AWARD**

Exhibit B
Historic Revitalization Grant Program Manual

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A PAUL BRUHN GRANT SUB-RECIPIENT GRANT AGREEMENT FOR WINDOW REPLACEMENTS AND MORTAR WORK AT 506 SOUTH OHIO AND 510 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 historically accurate replacement of all second level window of the business owned by 1024 Legacy Group at 506 South Ohio and 510 South Ohio. The total cost of the project is One Hundred Eighty-three Thousand Seven Hundred Dollars (\$183,700.00) with the Grant providing One Hundred Forty-one Thousand Four Hundred Forty-nine Dollars (\$141,449.00). Per the Grant agreement, the owner is required to cover 23% of the cost or providing Forty-two Thousand Two Hundred Fifty-one Dollars (\$42,251.00) 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 ORDINANED 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 6th day of May 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 6th day of May 2024.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers, City Clerk

SUBAWARD GRANT AGREEMENT

By and Between the

**City of Sedalia, Missouri
Grantee and Pass-Thru Entity and**

**1024 Legacy Group
Subrecipient**

Federal Awarding Agency: United States Department of the Interior

Program Name: Paul Bruhn Historic Revitalization Grant

Project Title: The E.G. Cassidy Building Project - 506-510 South Ohio Avenue

Federal Award ID: P22AP01483

Subrecipient's Entity ID:

Federal Award Date: 9/2/22

Project and Budget Period: 10/1/22 through 9/30/25

Total Grant Award: \$750,000.00

Subaward Start/End Date: Start - June 1, 2024 End – August 30, 2025

Subrecipient Award Amount: \$141,449.00

Indirect Cost Rate: none

Research and Development: None

GRANT AGREEMENT
Between City of Sedalia and
[PROPERTY OWNER]

Project Title: The E.G. Cassidy Building – 506-510 South Ohio Avenue
Rehabilitation Project Grant Program: Paul Bruhn Historic Revitalization Grants Program

Amount of Federal Funds Obligated: \$ 141,449.00
Amount of Non-Federal Funding: \$ 42,251.00
Project Total: \$ 183,700.00
Period of Performance: June 1, 2024 through August 30, 2025,

This Grant Agreement is entered into by the City of Sedalia and 1024 Legacy Group (Recipient). This Agreement is effective upon approval by the National Park Service and will expire on August 30, 2025 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 \$ 141,449.00 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 it 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

The objective of the Paul Bruhn Historic Revitalization grant program is to support the rehabilitation of historic properties at the National, State, and local level of significance in order to rehabilitate, protect, and foster economic development of rural communities through subgrants which come from States, Tribes, Certified Local Governments, and non-profits able to support a competitive subgrant program. This program will fund preservation projects for historic sites to include architectural/engineering services and physical preservation.

- A. Recipient will contract with one or more companies to Replace all second level windows with historically accurate replacements. The project will also include mortar work where necessary (tuckpointing).
- 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	June 2024	June 2024
Construction Period [add more lines in schedule as needed]	Upon receipt of NPS approval	August 2025
Progress Report to City of Sedalia	October 31, 2024	Every 6 months thereafter
Final Inspection of project work	August 30, 2025	August 30, 2025
Submit final report & photos of completed work to City of Sedalia	August 30, 2025	August 30, 2025

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	\$16,324.00	\$4,876.00	\$21,200.00
Metals			
Wood and Plastics			
Thermal and Moisture Protection			
Doors and Windows	\$125,125.00	\$37,375.00	\$162,500.00
Finishes			
Special Construction			
Conveying Systems			
Mechanical			
Electrical			
Totals	\$141,449.00	\$42,251.00	\$183,700.00

Recipient agrees to contribute \$ 42,251.00 in eligible non-Federal matching contributions that are allowable, properly documented and used during the grant period.

Sources of Matching Share

Donor	Source	Amount
1024 Legacy Group	1024 Legacy Group	\$42,251.00

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	1024 Legacy Group
City Administrator	Community	Bryan Jenkins
200 South Osage Ave.	Development Director	1615 Willow Drive
Sedalia, MO 65301	200 South Osage Ave.	Sedalia, MO 65301
	Sedalia, MO 65301	660-221-5034
	660-851-7605	bryan.jenkins.d01p@statefarm.c
	jsimmons@sedalia.com	om

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. During the period of performance, project expenses 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 until completion of the scope of work. The following reporting period end dates shall be used for interim reports. The report will include costs incurred, description of the project progress and any obstacles to completion of the project. All reports shall be written and 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 FINAL REPORT

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 by sending written notification to the Recipient setting forth the reasons for such termination.
2. By the City of Sedalia for any other cause or no cause by sending written notification to the Recipient setting forth the reasons for such termination.
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.

C. 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.

D. This Grant Agreement is contingent upon the City of Sedalia's receipt of funds from the federal government in connection with the Paul Bruhn Historic Revitalization Subgrant Program. The City of Sedalia may terminate this Grant Agreement immediately upon notice that the federal government will not provide funds to the City of Sedalia in connection with the Paul Bruhn Historic Revitalization Subgrant Program.

E. 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 shall 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 Department of the Interior and the Historic Preservation Fund as administered by the National Park Service 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 ten (10) 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.; and
- 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 and other applicable laws and standards prior to the beginning of grant-assisted work. Work that does not conform with the Standards and other applicable laws and standards in the judgement of the Program Administrator and National Park Service will not be reimbursed and may cause the grant to be terminated.
- H. 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 must be in compliance with all applicable regulations and guidance.
- I. 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. The Recipient shall comply with all regulations and requirements incorporated into the Notice of Award, attached hereto as Exhibit A. The Recipient shall comply with all requests for documentation or information from the City of Sedalia in connection with the City's obligations to comply with the requirements of the Notice of Award and any other federal regulations or requirements.
2. The Recipient shall comply with the Department of Interior Standard Terms and Conditions and all work completed shall comply with the Secretary of Interior's Standards and Guidelines for Archaeology and Historic Preservation and as determined eligible in the National Historic Preservation Act (NHPA), 54 U.S.C 300.101 et. seq. and in the Historic Preservation Fund Manual. Recipient shall also comply with the Historic Preservation Grant Fund Manual, attached hereto as Exhibit B.
3. 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 prior to beginning work with such contractors.
 - e. 43 CFR 18, “New Restrictions on Lobbying”;
 - f. 2 CFR Part 175, “Trafficking Victims Protection Act of 2000”.
 - g. FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions.
4. 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.
 5. 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.
 6. Anti-Deficiency Act. Pursuant to 31 U.S.C. Section 1341 nothing contained in this Agreement shall be construed as binding the National Part Service to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
 7. Non-Appropriation. Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth herein as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an “Event of Nonappropriation”), this

Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party.

8. 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.
9. 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.
10. 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 City of Sedalia 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 for additional information.
11. Assignment. No part of this Agreement shall be assigned to any other party without prior written approval of the City of Sedalia Program Administrator.
12. 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.
13. 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. National Park Service and City of Sedalia employees are not agents of the Recipient and will not act on behalf of the Recipient.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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 or the City of Sedalia.

19. **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.
20. **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.
21. **Conflicts of Interest.** This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply. Non-Federal entities 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.
 - a. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, 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 that recipient or subrecipient or in development of the requirement leading to the funding announcement.
 - b. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.
 - c. **Notification.** Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the City of Sedalia in accordance with 2 CFR 200.112, Conflicts of interest.
 - d. Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the City of Sedalia in writing of any conflicts of interest that may arise during the life of the award.
 - e. **Enforcement.** Failure to resolve conflicts of interest in a manner that satisfies the federal government or the City of Sedalia may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).
22. **Restrictions on Lobbying.** Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.

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.
2. 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 the National Park Service or any bureau or employee (by name or title).
3. The Recipient hereby grants to the City of Sedalia 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.
4. 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.
5. 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 City of Sedalia.
 - c. The Recipient hereby agrees to provide the City of Sedalia with all documentation requested by the City of Sedalia to comply with audit requirements as imposed by the federal government in connection with this Grant Agreement. The Recipient hereby agrees to permit and require its subcontractors to permit the City of Sedalia to inspect all work, materials, payrolls, invoices, and other data, and to audit the books, records, and accounts of the subrecipient and its subcontracts pertaining to the use of funds made available under this Agreement. Recipient shall maintain records in a manner that allows the City to conduct such actions.
6. 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.
7. 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 or amended 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 Program Administrator upon execution of the subcontract.

8. 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 200.317 through 2 CFR 200.327. 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/>.

9. 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.
10. Professional Services. Recipients shall negotiate contracts for architectural, engineering, and land surveying services on the basis of demonstrated competence and qualifications for the type of services required and at fair and reasonable prices.
11. Permits. Recipient agrees to obtain any permits, certificates of appropriateness or other permissions as necessary for the performance of the project work. Nothing in this Agreement shall abrogate the Recipient's requirement to obtain permits and approvals for work to be performed.
12. 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.
13. 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).
14. 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.
15. State Immigration Statutes. As a condition for the award of this Agreement, the Recipient shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the work. The Recipient shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the work. The Recipient shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year.
16. Indemnification. To the fullest extent permitted by law, the Recipient agrees to defend with counsel selected by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from this Agreement, including claims related to the grant of funds under the terms of this Agreement. Upon completion of the work, the Recipient does hereby release and discharge the City from any and all claims, liabilities, demands, suits, or causes of action for damages, expenses, attorneys fees, or any other type of relief arising out of the care, maintenance, operation, and control of the activities and work performed and funded by the grant.
17. Federal Requirements. The Recipient hereby acknowledges that it is subject to 2 CFR 200.1 Subaward; 2 CFR 200.101 Applicability; and 2 CFR 200.331 Subrecipient and Contractor Determinations.

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

1024 Legacy Group, Bryan Jenkins

Kelvin Shaw

Title

Title

Date

Date

EXHIBIT A
NOTICE OF AWARD

Exhibit B
Historic Revitalization Grant Program Manual

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A PAUL BRUHN GRANT SUB-RECIPIENT GRANT AGREEMENT FOR BRICKWORK AND ROOF REPAIR AT 113 EAST FOURTH STREET.

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 exterior brickwork (tuckpointing) and roofing of the business owned by Travis Jobe at 113 East Fourth would be repaired and replaced. The total cost of the project is Seventy-two Thousand Five Hundred Dollars (\$72,500.00) with the Grant providing Fifty-five Thousand Eight Hundred Twenty-five Dollars (\$55,825.00). Per the Grant agreement, the owner is required to cover 23% of the cost or Sixteen Thousand Six Hundred Seventy-five Dollars (\$16,675.00) 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 ORDINANED 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 6th day of May 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 6th day of May 2024.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers, City Clerk

SUBAWARD GRANT AGREEMENT

By and Between the

**City of Sedalia, Missouri
Grantee and Pass-Thru Entity and**

**Travis Jobe
Subrecipient**

Federal Awarding Agency: United States Department of the Interior

Program Name: Paul Bruhn Historic Revitalization Grant

Project Title: 113 East Fourth Street

Federal Award ID: P22AP01483

Subrecipient's Entity ID:

Federal Award Date: 9/2/22

Project and Budget Period: 10/1/22 through 9/30/25

Total Grant Award: \$750,000.00

Subaward Start/End Date: Start - June 1, 2024 End – August 30, 2025

Subrecipient Award Amount: \$16,675.00

Indirect Cost Rate: none

Research and Development: None

GRANT AGREEMENT
Between City of Sedalia and
[PROPERTY OWNER]

Project Title: 113 East Fourth Street Rehabilitation Project Grant Program:
 Paul Bruhn Historic Revitalization Grants Program

Amount of Federal Funds Obligated: \$ 55,825.00

Amount of Non-Federal Funding: \$ 16,675.00

Project Total: \$ 72,500.00

Period of Performance: June 1, 2024 through August 30, 2025,

This Grant Agreement is entered into by the City of Sedalia and Travis Jobe (Recipient). This Agreement is effective upon approval by the National Park Service and will expire on August 30, 2025 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 \$ 55,825.00 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 it 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

The objective of the Paul Bruhn Historic Revitalization grant program is to support the rehabilitation of historic properties at the National, State, and local level of significance in order to rehabilitate, protect, and foster economic development of rural communities through subgrants which come from States, Tribes, Certified Local Governments, and non-profits able to support a competitive subgrant program. This program will fund preservation projects for historic sites to include architectural/engineering services and physical preservation.

- A. Recipient will contract with one or more companies to repair all exterior brickwork (tuckpointing) and repair the roof of the building.
- 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	June 2024	June 2024
Construction Period [add more lines in schedule as needed]	Upon receipt of NPS approval	August 2025
Progress Report to City of Sedalia	October 31, 2024	Every 6 months thereafter
Final Inspection of project work	August 30, 2025	August 30, 2025
Submit final report & photos of completed work to City of Sedalia	August 30, 2025	August 30, 2025

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	\$55,825.00	\$16,675.00	\$72,500.00
Metals			
Wood and Plastics			
Thermal and Moisture Protection			
Doors and Windows			
Finishes			
Special Construction			
Conveying Systems			
Mechanical			
Electrical			
Totals	\$55,825.00	\$16,675.00	\$72,500.00

Recipient agrees to contribute \$ 16,675.00 in eligible non-Federal matching contributions that are allowable, properly documented and used during the grant period.

Sources of Matching Share

Donor	Source	Amount
Travis Jobe	Travis Jobe	\$16,675.00

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:
 Kelvin Shaw
 City Administrator
 200 South Osage Ave.
 Sedalia, MO 65301

Program Administrator:
 John Simmons
 Community
 Development Director
 200 South Osage Ave.
 Sedalia, MO 65301
 660-851-7605
 jsimmons@sedalia.com

Recipient:
 Travis Jobe
 2710 James Lane
 Sedalia, MO 65301
 660-287-6483
 tjobe@sbcglobal.net

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. During the period of performance, project expenses 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 until completion of the scope of work. The following reporting period end dates shall be used for interim reports. The report will include costs incurred, description of the project progress and any obstacles to completion of the project. All reports shall be written and 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 FINAL REPORT

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 by sending written notification to the Recipient setting forth the reasons for such termination.
2. By the City of Sedalia for any other cause or no cause by sending written notification to the Recipient setting forth the reasons for such termination.
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.

C. 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.

D. This Grant Agreement is contingent upon the City of Sedalia's receipt of funds from the federal government in connection with the Paul Bruhn Historic Revitalization Subgrant Program. The City of Sedalia may terminate this Grant Agreement immediately upon notice that the federal government will not provide funds to the City of Sedalia in connection with the Paul Bruhn Historic Revitalization Subgrant Program.

E. 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 shall 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 Department of the Interior and the Historic Preservation Fund as administered by the National Park Service 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 ten (10) 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.; and
 - 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 and other applicable laws and standards prior to the beginning of grant-assisted work. Work that does not conform with the Standards and other applicable laws and standards in the judgement of the Program Administrator and National Park Service will not be reimbursed and may cause the grant to be terminated.
- H. 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 must be in compliance with all applicable regulations and guidance.
- I. 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. The Recipient shall comply with all regulations and requirements incorporated into the Notice of Award, attached hereto as Exhibit A. The Recipient shall comply with all requests for documentation or information from the City of Sedalia in connection with the City's obligations to comply with the requirements of the Notice of Award and any other federal regulations or requirements.
2. The Recipient shall comply with the Department of Interior Standard Terms and Conditions and all work completed shall comply with the Secretary of Interior's Standards and Guidelines for Archaeology and Historic Preservation and as determined eligible in the National Historic Preservation Act (NHPA), 54 U.S.C 300.101 et. seq. and in the Historic Preservation Fund Manual. Recipient shall also comply with the Historic Preservation Grant Fund Manual, attached hereto as Exhibit B.
3. 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 prior to beginning work with such contractors.
 - e. 43 CFR 18, “New Restrictions on Lobbying”;
 - f. 2 CFR Part 175, “Trafficking Victims Protection Act of 2000”.
 - g. FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions.
4. 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.
 5. 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.
 6. Anti-Deficiency Act. Pursuant to 31 U.S.C. Section 1341 nothing contained in this Agreement shall be construed as binding the National Part Service to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
 7. Non-Appropriation. Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth herein as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for

this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party.

8. 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.
9. 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.
10. 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 City of Sedalia 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 for additional information.
11. Assignment. No part of this Agreement shall be assigned to any other party without prior written approval of the City of Sedalia Program Administrator.
12. 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.
13. 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. National Park Service and City of Sedalia employees are not agents of the Recipient and will not act on behalf of the Recipient.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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 or the City of Sedalia.

19. **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.
20. **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.
21. **Conflicts of Interest.** This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply. Non-Federal entities 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.
 - a. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, 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 that recipient or subrecipient or in development of the requirement leading to the funding announcement.
 - b. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.
 - c. **Notification.** Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the City of Sedalia in accordance with 2 CFR 200.112, Conflicts of interest.
 - d. Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the City of Sedalia in writing of any conflicts of interest that may arise during the life of the award.
 - e. **Enforcement.** Failure to resolve conflicts of interest in a manner that satisfies the federal government or the City of Sedalia may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).
22. **Restrictions on Lobbying.** Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.

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.

2. 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 the National Park Service or any bureau or employee (by name or title).

3. The Recipient hereby grants to the City of Sedalia 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.

4. 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.

5. 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 City of Sedalia.

c. The Recipient hereby agrees to provide the City of Sedalia with all documentation requested by the City of Sedalia to comply with audit requirements as imposed by the federal government in connection with this Grant Agreement. The Recipient hereby agrees to permit and require its subcontractors to permit the City of Sedalia to inspect all work, materials, payrolls, invoices, and other data, and to audit the books, records, and accounts of the subrecipient and its subcontracts pertaining to the use of funds made available under this Agreement. Recipient shall maintain records in a manner that allows the City to conduct such actions.

6. 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.
7. 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 or amended 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 Program Administrator upon execution of the subcontract.

8. 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

200.317 through 2 CFR 200.327. 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/>.

9. 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.
10. Professional Services. Recipients shall negotiate contracts for architectural, engineering, and land surveying services on the basis of demonstrated competence and qualifications for the type of services required and at fair and reasonable prices.
11. Permits. Recipient agrees to obtain any permits, certificates of appropriateness or other permissions as necessary for the performance of the project work. Nothing in this Agreement shall abrogate the Recipient's requirement to obtain permits and approvals for work to be performed.
12. 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.
13. 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).
14. 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.
15. State Immigration Statutes. As a condition for the award of this Agreement, the Recipient shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the work. The Recipient shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the work. The Recipient shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year.
16. Indemnification. To the fullest extent permitted by law, the Recipient agrees to defend with counsel selected by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from this Agreement, including claims related to the grant of funds under the terms of this Agreement. Upon completion of the work, the Recipient does hereby release and discharge the City from any and all claims, liabilities, demands, suits, or causes of action for damages, expenses, attorneys fees, or any other type of relief arising out of the care, maintenance, operation, and control of the activities and work performed and funded by the grant.
17. Federal Requirements. The Recipient hereby acknowledges that it is subject to 2 CFR 200.1 Subaward; 2 CFR 200.101 Applicability; and 2 CFR 200.331 Subrecipient and Contractor Determinations.

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

Travis Jobe

Kelvin Shaw

Title

Title

Date

Date

EXHIBIT A
NOTICE OF AWARD

Exhibit B
Historic Revitalization Grant Program Manual

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A PAUL BRUHN GRANT SUB-RECIPIENT GRANT AGREEMENT FOR BRICKWORK AND ROOF REPAIR AT 322 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 exterior brickwork and roofing of the business owned by CSC Property Holdings, LLC at 322 South Ohio would be repaired and replaced. The total cost of the project is Eighty-nine Thousand Dollars (\$89,000.00) with the Grant providing Sixty-two Thousand Three Hundred Dollars (\$62,300.00). Per the Grant agreement, the owner is required to cover 23% of the cost or Twenty-six Thousand Seven Hundred Dollars (\$26,700.00) 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 ORDINANED 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 6th day of May 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 6th day of May 2024.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers, City Clerk

SUBAWARD GRANT AGREEMENT

By and Between the

**City of Sedalia, Missouri
Grantee and Pass-Thru Entity and**

**CSC Property Holdings, LLC
Subrecipient**

Federal Awarding Agency: United States Department of the Interior

Program Name: Paul Bruhn Historic Revitalization Grant

Project Title: Trust Building – 322 South Ohio Avenue

Federal Award ID: P22AP01483

Subrecipient's Entity ID:

Federal Award Date: 9/2/22

Project and Budget Period: 10/1/22 through 9/30/25

Total Grant Award: \$750,000.00

Subaward Start/End Date: Start - June 1, 2024 End – August 30, 2025

Subrecipient Award Amount: \$62,300

Indirect Cost Rate: none

Research and Development: None

GRANT AGREEMENT
Between City of Sedalia and
[PROPERTY OWNER]

Project Title: Trust Building -322 South Ohio AVenue Rehabilitation Project

Grant Program: Paul Bruhn Historic Revitalization Grants Program

Amount of Federal Funds Obligated: \$ 62,300.00

Amount of Non-Federal Funding: \$ 26,700.00

Project Total: \$ 89,000.00

Period of Performance: June 1, 2024 through August 30, 2025,

This Grant Agreement is entered into by the City of Sedalia and CSC Property Holdings LLC (Recipient). This Agreement is effective upon approval by the National Park Service and will expire on August 30, 2025 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 \$ 62,300.00 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 it 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

The objective of the Paul Bruhn Historic Revitalization grant program is to support the rehabilitation of historic properties at the National, State, and local level of significance in order to rehabilitate, protect, and foster economic development of rural communities through subgrants which come from States, Tribes, Certified Local Governments, and non-profits able to support a competitive subgrant program. This program will fund preservation projects for historic sites to include architectural/engineering services and physical preservation.

- A. Recipient will contract with one or more companies to repair all exterior brickwork (tuckpointing) and repair the roof of the building.
- 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	June 2024	June 2024
Construction Period [add more lines in schedule as needed]	Upon receipt of NPS approval	August 2025
Progress Report to City of Sedalia	October 31, 2024	Every 6 months thereafter
Final Inspection of project work	August 30, 2025	August 30, 2025
Submit final report & photos of completed work to City of Sedalia	August 30, 2025	August 30, 2025

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	\$62,300.00	\$26,700.00	\$89,000.00
Metals			
Wood and Plastics			
Thermal and Moisture Protection			
Doors and Windows			
Finishes			
Special Construction			
Conveying Systems			
Mechanical			
Electrical			
Totals	\$62,300.00	\$26,700.00	\$89,000.00

Recipient agrees to contribute \$ 16,675.00 in eligible non-Federal matching contributions that are allowable, properly documented and used during the grant period.

Sources of Matching Share

Donor	Source	Amount
CSC Property Holdings, LLC	CSC Property Holdings, LLC	\$26,700.00

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:
Kelvin Shaw
City Administrator
200 South Osage Ave.
Sedalia, MO 65301

Program Administrator:
John Simmons
Community
Development Director
200 South Osage Ave.
Sedalia, MO 65301
660-851-7605
jsimmons@sedalia.com

Recipient:
CSC Property Holdings LLC
Brian Smith
1570 N. Hedge Apple Dr.
Sedalia, MO 65301
660-281-0996
bsmith@cscllcmo.com

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. During the period of performance, project expenses 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 until completion of the scope of work. The following reporting period end dates shall be used for interim reports. The report will include costs incurred, description of the project progress and any obstacles to completion of the project. All reports shall be written and 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 FINAL REPORT

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 by sending written notification to the Recipient setting forth the reasons for such termination.
2. By the City of Sedalia for any other cause or no cause by sending written notification to the Recipient setting forth the reasons for such termination.
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.

C. 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.

D. This Grant Agreement is contingent upon the City of Sedalia's receipt of funds from the federal government in connection with the Paul Bruhn Historic Revitalization Subgrant Program. The City of Sedalia may terminate this Grant Agreement immediately upon notice that the federal government will not provide funds to the City of Sedalia in connection with the Paul Bruhn Historic Revitalization Subgrant Program.

E. 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 shall 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 Department of the Interior and the Historic Preservation Fund as administered by the National Park Service 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 ten (10) 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.; and
 - 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 and other applicable laws and standards prior to the beginning of grant-assisted work. Work that does not conform with the Standards and other applicable laws and standards in the judgement of the Program Administrator and National Park Service will not be reimbursed and may cause the grant to be terminated.
- H. 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 must be in compliance with all applicable regulations and guidance.
- I. 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. The Recipient shall comply with all regulations and requirements incorporated into the Notice of Award, attached hereto as Exhibit A. The Recipient shall comply with all requests for documentation or information from the City of Sedalia in connection with the City's obligations to comply with the requirements of the Notice of Award and any other federal regulations or requirements.
2. The Recipient shall comply with the Department of Interior Standard Terms and Conditions and all work completed shall comply with the Secretary of Interior's Standards and Guidelines for Archaeology and Historic Preservation and as determined eligible in the National Historic Preservation Act (NHPA), 54 U.S.C 300.101 et. seq. and in the Historic Preservation Fund Manual. Recipient shall also comply with the Historic Preservation Grant Fund Manual, attached hereto as Exhibit B.
3. 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 prior to beginning work with such contractors.
 - e. 43 CFR 18, “New Restrictions on Lobbying”;
 - f. 2 CFR Part 175, “Trafficking Victims Protection Act of 2000”.
 - g. FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions.
4. 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.
 5. 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.
 6. Anti-Deficiency Act. Pursuant to 31 U.S.C. Section 1341 nothing contained in this Agreement shall be construed as binding the National Part Service to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
 7. Non-Appropriation. Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth herein as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for

this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party.

8. 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.
9. 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.
10. 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 City of Sedalia 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 for additional information.
11. Assignment. No part of this Agreement shall be assigned to any other party without prior written approval of the City of Sedalia Program Administrator.
12. 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.
13. 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. National Park Service and City of Sedalia employees are not agents of the Recipient and will not act on behalf of the Recipient.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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 or the City of Sedalia.

19. 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.
20. 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.
21. Conflicts of Interest. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply. Non-Federal entities 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.
 - a. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, 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 that recipient or subrecipient or in development of the requirement leading to the funding announcement.
 - b. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.
 - c. Notification. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the City of Sedalia in accordance with 2 CFR 200.112, Conflicts of interest.
 - d. Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the City of Sedalia in writing of any conflicts of interest that may arise during the life of the award.
 - e. Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the federal government or the City of Sedalia may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).
22. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.

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.

2. 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 the National Park Service or any bureau or employee (by name or title).

3. The Recipient hereby grants to the City of Sedalia 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.

4. 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.

5. 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 City of Sedalia.

c. The Recipient hereby agrees to provide the City of Sedalia with all documentation requested by the City of Sedalia to comply with audit requirements as imposed by the federal government in connection with this Grant Agreement. The Recipient hereby agrees to permit and require its subcontractors to permit the City of Sedalia to inspect all work, materials, payrolls, invoices, and other data, and to audit the books, records, and accounts of the subrecipient and its subcontracts pertaining to the use of funds made available under this Agreement. Recipient shall maintain records in a manner that allows the City to conduct such actions.

6. 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.
7. 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 or amended 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 Program Administrator upon execution of the subcontract.

8. 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

200.317 through 2 CFR 200.327. 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/>.

9. 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.
10. Professional Services. Recipients shall negotiate contracts for architectural, engineering, and land surveying services on the basis of demonstrated competence and qualifications for the type of services required and at fair and reasonable prices.
11. Permits. Recipient agrees to obtain any permits, certificates of appropriateness or other permissions as necessary for the performance of the project work. Nothing in this Agreement shall abrogate the Recipient's requirement to obtain permits and approvals for work to be performed.
12. 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.
13. 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).
14. 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.
15. State Immigration Statutes. As a condition for the award of this Agreement, the Recipient shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the work. The Recipient shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the work. The Recipient shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year.
16. Indemnification. To the fullest extent permitted by law, the Recipient agrees to defend with counsel selected by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from this Agreement, including claims related to the grant of funds under the terms of this Agreement. Upon completion of the work, the Recipient does hereby release and discharge the City from any and all claims, liabilities, demands, suits, or causes of action for damages, expenses, attorneys fees, or any other type of relief arising out of the care, maintenance, operation, and control of the activities and work performed and funded by the grant.
17. Federal Requirements. The Recipient hereby acknowledges that it is subject to 2 CFR 200.1 Subaward; 2 CFR 200.101 Applicability; and 2 CFR 200.331 Subrecipient and Contractor Determinations.

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

Brian Smith
CSC Property Holdings, LLC

Kelvin Shaw

Title

Title

Date

Date

EXHIBIT A
NOTICE OF AWARD

Exhibit B
Historic Revitalization Grant Program Manual

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE 2024 ANNUAL MAIN STREET PROGRAM AGREEMENT.

WHEREAS, The City of Sedalia, Missouri has received a proposal to renew the agreement with the Missouri Main Street Connection; and

WHEREAS, the City of Sedalia, Missouri, Sedalia Main Streets, desires to enter into the agreement with Missouri Main Street Connection that is required for the local Main Street program to utilize the Main Street Approach™ to revitalize downtown as more fully described in the agreement attached to this ordinance and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri hereby approves and accepts the agreement by and between the City of Sedalia, Sedalia Main Streets and Missouri Main Street Connection, Inc. on the agreement 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 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 6th day of May 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 6th day of May 2024.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers,
City Clerk

MEMO

To: City Administrator Kelvin Shaw

From: Joleigh Cornine, Planner/Downtown Specialist

Date: April 22, 2024

Subject: Ordinance Approving 2024 Annual Main Street Program Agreement between the City of Sedalia (Sedalia Main Streets) and Missouri Main Street Connection, Inc.

Sedalia Main Streets has been designated an Affiliate Main Street program through Main Street America. The enclosed annual document is required between Missouri Main Street Connection and Sedalia Main Streets in order for our local Main Street program to use the Main Street Approach™ for the revitalization of our downtown. I am requesting that City Council approve the enclosed agreement.

Annual Main Street Program Agreement



EMPOWERING
Community Revitalization

Sedalia Main Streets

Please return original* signed agreement to:

Missouri Main Street Connection
P.O. Box 1066
Branson, MO 65615-1066

*No faxes, scans, or photocopies will be accepted.



Missouri Main Street – Program Agreement

Affiliate Tier Main Street Communities

Agreement must be completed & returned to MMSC by June 7, 2024, to receive services.

THIS AGREEMENT is entered into and executed by the Missouri Main Street Connection, Inc. herein referred to as the “MMSC”, the Sedalia Main Streets, herein after referred to as the “Local Main Street Program,” and City of Sedalia.

THIS AGREEMENT is an annual document that is revised and reviewed each year by MMSC in cooperation with the Local Main Street Program.

WHEREAS, MMSC and the Local Main Street Program desire to continue to implement the Main Street Approach™ in the City of Sedalia, Missouri, to promote the revitalization of the designated Main Street area of the community; and

WHEREAS, the Local Main Street Program understands that the Tier Placement has been established by MMSC based upon the Community’s 2023 Assessment and the Local Main Street Program is in the Affiliate Tier Level.

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

Missouri Main Street Connection agrees to:

1. Arrange, coordinate, and participate in all Main Street America visits and other specialist visits as requested and mutually agreed upon.
2. Conduct statewide Executive Directors and Support Staff training opportunities.
3. Conduct regional meetings and workshops to further develop and refine the skills of local Executive Directors, Board members, and volunteers.
4. Provide Main Street 101 online training platform covering the Main Street Approach™ to revitalization.
5. Provide training, advice, and information by telephone, e-mail, and other appropriate ways to the local Executive Director, Support Staff, and Board of Directors.
6. Make staff available for selection and hiring of a new Executive Director.
7. Provide, arrange, and participate in an assessment visit with Main Street America. This participation may vary and may not take place every year.
8. Provide one (1) on-site organizational visit, by request, of the Local Main Street Program annually, at no cost to the Affiliate program. Examples of an organizational visit include Board Development or Committee Training, by request annually.
9. A community presentation will be conducted by MMSC staff, explaining the Main Street Approach™ to Downtown Revitalization, upon request.
10. Provide access to the MMSC Main Street Resource Library area of the MMSC website with the Local Main Street Program’s active membership with MMSC.
11. Facilitate on-going media coverage of the Missouri Main Street Programs.
12. Collect and publish economic development statistics both statewide and by community.
13. Continue to educate Missouri Legislators and Missouri State Agencies of the value of the Main Street program in Missouri.
14. Provide research into potential grant opportunities for the Local Main Street Program to utilize on a monthly basis through the Grant Resource Directory. MMSC will provide specialized research for a Local Main Street Program upon request as time allows.
15. When available, MMSC may provide grant opportunities for the Local Main Street Program. The Local Main Street Program must be in compliance with this agreement to be eligible to apply for the grant. Compliance means the Local Main Street Program is meeting all of the items below.

The Local Main Street Program agrees to:

1. Maintain the focus of Affiliate Main Street Program by following the Main Street Approach™ to revitalization following the methodology established by Main Street America.
2. Strive to meet Main Street America Accreditation Standards. The Local Main Street Program must continue to strive for and/or operate within the six (6) criteria listed below to maintain or receive State and National Accreditation.
 - a. Broad-based Community Commitment
 - b. Inclusive Leadership and Organizational Capacity
 - c. Diverse Funding and Sustainable Operations
 - d. Strategy-Driven Programming
 - e. Preservation-Based Economic Development
 - f. Demonstrated Impact and Results
3. Maintain broad-based community support for the program from public and private sectors through financial contributions and in-kind volunteer support.
4. Receive financial and in-kind support from the City government.
5. Maintain a historic preservation ethic by striving to work with building owners on building renovations, develop and seek out financial incentive programs for redevelopment, and build historic preservation awareness in the community through educational efforts.
6. Develop written action plans that are based on the Vision and Mission statements and Transformation Strategy/Strategies of the Local Main Street Program, with an adequate operating budget to carry out the action plans.
7. Collect current Economic and Main Street Data to monitor the progress of the Main Street Program and submit the reports quarterly to MMSC. Quarterly reports are due by the 15th of the month following the end of the quarter.
8. Provide MMSC with a copy of the minutes of each Board and committee meeting when reporting Main Street Economic Data each quarter. The submission of Board and committee minutes is part of the quarterly reporting in item #7.
9. Local Main Street Programs that have not submitted the reports above are out of compliance and not eligible for services until reports are completed and delivered to MMSC.
10. Require attendance at the state and national training opportunities, as identified by MMSC. MMSC trainings will be hosted in-person unless emergency or health reasons prevent MMSC from conducting the training in-person, at which time a virtual option may be offered. **THERE ARE TWO (2) THRESHOLDS FOR COMPLIANCE:**
 - a. At least four (2) different people of the organization are required to attend any of the trainings provided by MMSC. Two people do not need to attend each of the required trainings, rather two people total must attend any of the required training opportunities.
 - b. Attendance is required at the majority of trainings offered by MMSC. The majority of trainings is defined as attending one more than half of the trainings offered by MMSC outside of the Local Main Street Program's community. Currently the qualifying trainings include the spring workshop, Main Street Now Conference, Missouri's Premier Downtown Revitalization Conference, and the fall workshop. Others may be added, and the organization will be notified when other offerings are added. See the training calendar on the website for the offerings.
11. All new Board members elected or appointed must complete the Main Street 101 virtual online training module and receive a passing score for certification. The current fee to go through certification is \$50 per person to either be paid by the Board member or the Local Main Street Program. The new Board members must complete this training within the first six (6) months of taking office.
12. Oblige and provide financial support for the Executive Director, if applicable, to attend all required trainings, meetings, events, and workshops throughout the term of this agreement. If an Executive Director is hired, they are required to follow all Executive Director requirements outlined in this agreement. The Executive Director is required to attend all the Directors' Meetings, Capital Day, and educational trainings offered by MMSC. Attendance at the Main Street Now Conference is highly recommended but not mandatory. If a conflict arises and the Executive Director is unable to attend any of the required meetings/trainings, **the Executive Director must notify the MMSC State Director** of the reason for their inability to attend thirty (30) days prior to the training, as reasoning allows. MMSC will work with the Executive Director to determine appropriate trainings to replace the missed workshop or event. Classification of extenuating circumstances will be determined by MMSC on a case-by-

case basis. In the event of an excused absence, the local program, working with the MMSC State Director, must send either a staff person or Board President in their place. **Unexcused absences will result in non-compliance and disqualify the Local Main Street Program from grant opportunities, receiving services or scholarships, or may result in loss of Tier Status.** MMSC trainings will be hosted in-person unless emergency or health reasons prevent MMSC from conducting the training in-person, at which time a virtual option may be offered.

13. MMSC will provide training opportunities for the Local Main Street Program's Support Staff throughout the term of this agreement. When offered, Support Staff is recommended to attend the training opportunity. As outlined above, if Support Staff cannot attend, notice must be given to the MMSC State Director thirty (30) days prior to the training.
14. Provide all required documents to MMSC by stated deadline, *e.g.*, self-assessment materials, Quarterly Reports, and Board/committee meeting minutes.
15. Host at least one (1) Board training, orientation, or planning retreat per calendar year.
16. Provide and/or conduct training for the Local Main Street Program including annual orientation for Board members and annual committee training.
17. Be a current MMSC investor by paying the annual dues. It is also highly encouraged to be a current member of Main Street America.
18. Use the MMSC and Main Street America logo properly on website and appropriate documents. The Local Main Street Program must adhere to the MMSC brand standards as outlined in the MMSC Brand Standards Guide.
19. Sign and adhere to the Main Street America sublicense agreement on logo usage as outlined in the Main Street America Brand Standards, if applicable.

The Local Main Street Program agrees to fulfill all of the requirements listed above. If the Local Main Street Program is not in compliance with any one of these requirements, they are not eligible to apply for grant opportunities or receive services provided by MMSC as detailed above. MMSC reserves the right to withhold services until compliance is restored.

Notwithstanding any other provisions of this Agreement to the contrary, if funds anticipated for continued fulfillment, at the time of the Agreement, or at any time throughout the period of the Agreement are not forthcoming or are insufficient, either through the failure of the State of Missouri to appropriate funds for continuation of the contractual agreement with Main Street America, or discontinuance or material alteration of the program for which the funds are provided, then MMSC shall have the right to amend this Agreement without penalty by giving the Community not less than sixty (60) days written notice.

Continued on next page →

Missouri Main Street and the Local Main Street Program jointly agree that:

1. If a Local Main Street Program fails to comply with the provisions of this program agreement, the Missouri Main Street State Director may choose to send that program a written initial warning. At this time, the Local Main Street Program will be put on probationary status and ineligible for any services from MMSC. The warning will include a summary of deficiencies and provide guidance on how to correct the problem. The Local Main Street Program will be reevaluated by MMSC ninety (90) days following the first warning. If the Local Main Street Program is not in compliance within ninety (90) days after the warning is sent, the State Director will terminate the program agreement with the Local Main Street Program and notify the Missouri Department of Economic Development, Main Street America, and the listed parties in the agreement. The Local Main Street Program must also cease using MMSC's logo on their website and all documents at this time. Once the program agreement is terminated, the Local Main Street Program must reapply to MMSC before it can receive MMSC services.
2. This agreement may be modified only by written amendment executed by all parties hereto and approved by the Missouri Main Street State Director;
3. This agreement may be terminated by either party by giving written notice to the other, at least sixty (60) days before the effective date of termination;
4. This agreement shall not be binding upon the parties until it is approved by the Missouri Main Street State Director;
5. The term of this agreement begins on the date the agreement is signed by all parties below through the signature of the next agreement.

IN WITNESS WHEREOF, the parties have executed this agreement:

BY: _____ Date _____
 President/Chair of Local Main Street Program

 Executive Director of Local Main Street Program, if applicable Date

 Title of Local Main Street Program

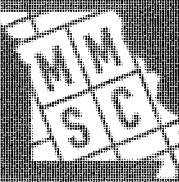
While not bound by this Letter of Agreement, I acknowledge the requirements set forth by the Missouri Main Street Program with the Local Main Street Program.

BY: _____ Date _____
 Mayor

IN WITNESS WHEREOF, the parties have executed this agreement:

BY: _____ Date _____
 Gayla L. Roten - Missouri Main Street State Director

Missouri Main Street Program: Tier Requirements and Benefits

 MISSOURI MAIN STREET CONNECTION	Aspiring Communities	Community Empowerment Grant	Affiliate Communities	Associate Communities	Accredited Communities
REQUIREMENTS by Local Main Street Program					
Established Main Street district		★	★	★	★
Board and volunteers attend trainings	1 per yr.	Majority	Majority	Majority	Majority
Main Street Approach™	Learn	Learn	Administer	Administer	Administer
Advocate for historic preservation	★	★	★	★	★
Member of Main Street America (MSA) and Missouri Main Street Connection (MMSC)		★ MSA recommend	★ MSA recommend	★	★
Dedicated Main Street organization with written action plans		★	★	★	★
Collect and submit Quarterly Main Street Report		★	★	★	★
Employ an Executive Director		Goal	Goal	★	★
Diversified & sustainable funding/public & private		Goal	Goal	★	★
Executive Director and Board of Directors Main Street 101 certified			★	★	★
Executive Director attend trainings/Capital Day		★	★	★	★
Host Board of Director and volunteer orientation & training				★	★
Conduct and submit Main Street America annual assessment administered by MMSC			★	★	★
Meet the criteria as established by Main Street America for accreditation					★
SERVICES from Missouri Main Street Connection					
Conduct Main Street America annual assessment			★	★	★
Telephone consultation	★	★	★	★	★
Workshop and Conference discounts with membership	★	★	★	★	★
Annual Conference award eligibility		★	★	★	★
MMSC newsletter/grant resources	★	★	★	★	★
Main Street legislative event		★	★	★	★
Networking events	★	★	★	★	★
Organizational visits per year (board or committee training or strategic planning, etc.)		3	1	2	2
Membership dues waived for 2 years		★			
Executive Director and Support Staff training		★	★	★	★
Hiring assistance		★	★	★	★
Designated MMSC staff person		★		★	★
Media Releases about your community		★	★	★	★
Three registration scholarships and one hotel room for Missouri's Premier Downtown Revitalization Conference					★
Two registration scholarships and one hotel room for Missouri's Premier Downtown Revitalization Conference				★	
Three registration scholarships and \$500 for travel expenses for the Main Street America Conference					★
Technical assistance services offered annually					★
Missouri Main Street Resource Library access	members	★	★	★	★
Issue grants for services or projects		★	★	★	★

NOTE: This is not an exhaustive list. All communities in the Top 3 Tiers should refer to their Program Agreement for a detailed list of requirements and services. Some of the above services are only available to those programs in compliance with their Program Agreement.

Office of the Mayor

TO: Members of City Council

FROM: Mayor Andrew Dawson

DATE: May 2, 2024

RE: New Appointment

I would like to make the following recommendation:

New Appointment:

BOARD/COMMITTEE	MEMBER	TERM
Bothwell Regional Health Center Board of Trustees		
	Cassie Brown	Completing Paul Bassett's Term Expiring 06/2025

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 is authorized to accept said contract, sign said contract and deed and execute any and all closing documents on behalf of the City of Sedalia, Missouri and the City Clerk is hereby authorized and directed to file in his office the said contract and deed after recording said deed and ordinance with the Pettis County Recorder of Deeds.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 6th day of May, 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 6th day of May, 2024.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

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 is authorized to accept said contract, sign said contract and deed and execute any and all closing documents on behalf of the City of Sedalia, Missouri and the City Clerk is hereby authorized and directed to file in his office the said contract and deed after recording said deed and ordinance with the Pettis County Recorder of Deeds.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 6th day of May, 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 6th day of May, 2024.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF A GENERAL WARRANTY DEED FOR THE SALE OF PROPERTY COMMONLY KNOWN AS _____ FROM _____, TO THE CITY OF SEDALIA, MISSOURI.

WHEREAS, The City of Sedalia, Missouri has received a proposal from _____, to sell property commonly known as _____ for the sum and amount of _____ as contained in the contract for sale of real estate and general warranty 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 acceptance of a general warranty deed by the City of Sedalia, Missouri from _____, for the conveyance of property commonly known as _____ in substantially the same form and content as proposed.

Section 3. The City Administrator is authorized to accept said contract, sign said contract and accept said 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 6th day of May, 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 6th day of May, 2024.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk