



**City Council Meeting Agenda**  
**Monday, June 3, 2024 – 6:30 p.m.**  
**City Hall, 200 South Osage, Sedalia MO**

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**MAYOR: ANDREW L. DAWSON**

**MAYOR PRO-TEM: TINA BOGGESS**

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- A. CALL TO ORDER** – Andrew L. Dawson – Council Chambers
- B. PRAYER & PLEDGE OF ALLEGIANCE**
- C. ROLL CALL**
- D. SERVICE AWARDS**
  - 1. Neva Overstreet – Sergeant – Police – 15 years of service
  - 2. Matthew Clevenger – Asst. Parks Superintendent – 15 years of service
- E. SPECIAL AWARDS/RETIREMENT AWARDS** - None
- I. APPROVAL OF PREVIOUS SESSION MINUTES**
  - A. Council Meeting – May 20, 2024
- II. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES**
  - A. Acceptance of Citizens Traffic Advisory Commission minutes dated May 15, 2024
- III. ROLL CALL OF STANDING COMMITTEES**
  - A. FINANCE / ADMINISTRATION** – Chairwoman Tina Boggess; Vice Chairman Thomas Oldham
    - 1. Readopting Section 2-833 – Procedures to disclose potential conflicts of interest and substantial interest for certain officials  
Council Discussion led by Chairwoman Boggess  
☐ Call for Ordinance readopting section 2-833 of the Code of Ordinances of the City of Sedalia, Missouri which establishes a procedure to disclose potential conflicts of interest and substantial interests for certain officials – Mayor Dawson
    - 2. Personnel Regulations Amendment – Updating Vacation Policy  
Council Discussion led by Chairwoman Boggess  
☐ Call for Ordinance Amending the Vacation Leave Policy – Mayor Dawson
    - 3. Personnel Regulations Amendment – Addition of Volunteer Time Off Policy  
Council Discussion led by Chairwoman Boggess  
☐ Call for Ordinance Adopting a Volunteer Time Off Policy for the City of Sedalia, Missouri – Mayor Dawson
    - 4. Personnel Regulations Amendment – Updating Sick Leave Policy  
Council Discussion led by Chairwoman Boggess  
☐ Call for Ordinance Amending the Sick Leave Policy – Mayor Dawson
  - B. COMMUNITY DEVELOPMENT** – Chairwoman Rhiannon M. Foster; Vice Chairman Bob Cross

**1. Adoption of 2021 International Codes**

Council Discussion led by Chairwoman Foster

- Call for Ordinance of the City of Sedalia, Missouri, to amend Chapter 10, Article IV of the City Code by adopting certain international codes related to construction and maintenance of buildings – Mayor Dawson

**2. Annexation – Liahona West, LLC**

Council Discussion led by Chairwoman Foster

- Call for Ordinance of the City of Sedalia, Missouri, Approving and Annexing an Unincorporated area owned by Liahona West, LLC into the City of Sedalia, Missouri, adjacent and contiguous to existing corporate limits of said City – Mayor Dawson

**3. Amendment to Paul Bruhn Grant Sub-Recipient Agreement– 322 South Ohio – Scope of Work correction**

Council Discussion led by Chairwoman Foster

- Call for Ordinance Authorizing an amended Paul Bruhn Grant sub-recipient grant Agreement for 322 South Ohio – Mayor Dawson

**C. PUBLIC WORKS – Chairman Bob Hiller; Vice Chairwoman Tina Boggess**

**1. Budget Amendment & Ratifying Purchase – Portable pump – North Plant – FTC Equipment - \$52,546.12**

Council Discussion led by Chairman Hiller

- 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 WPC Mobile Pump purchase – Mayor Dawson

- Call for Ordinance Ratifying the purchase of a portable diesel pump for the North Wastewater Treatment Plant – Mayor Dawson

**2. Preliminary Design Build Agreement – North & Central Plants – Burns & McDonnell - \$572,851.00**

Council Discussion led by Chairman Hiller

- Call for Ordinance Authorizing a Preliminary Design-Build agreement for North and Central Wastewater Treatment Plants Facility Plan – Mayor Dawson

**3. Agreement – Paving Projects – Sedalia District #200**

Council Discussion led by Chairman Hiller

- Call for Ordinance Authorizing a paving projects agreement by and between Sedalia #200 School District and the City of Sedalia, Missouri – Mayor Dawson

**4. Amendment #2 – Prairie Hollow Water and Sewer Main Extension – Burns & McDonnell – \$77,492.00**

Council Discussion led by Chairman Hiller

- Call for ordinance Authorizing Amendment Number 2 to Task Order Number 1 for Prairie Hollow water and sewer main extension – Mayor Dawson

**5. Budget Amendment & Bid – Trommel Screen – GrinderCrusherScreen, Inc. – \$179,380.00**

Council Discussion led by Chairman Hiller

**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 WPC Trommel Screen Purchase – Mayor Dawson

**O** Call for Ordinance Approving and Accepting a bid for the purchase of a Trommel Screen for the Compost Facility – Mayor Dawson

**6. Bid – 2024 Ram 5500 Ram – Water Department – W-K Chrysler Dodge Jeep Ram of Sedalia - \$83,310.00**

Council Discussion led by Chairman Hiller

**O** Call for Ordinance Approving and Accepting a bid for purchase of a 2024 Ram 5500 to be utilized by the Water Department – Mayor Dawson

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

**1.** Recommendation from Public Safety Committee regarding fire stations

**IV. OTHER BUSINESS**

**V. APPOINTMENTS - None**

**VI. LIQUOR LICENSES**

Renewal:

Cathy Geotz dba Break Time #3083, 808 East Broadway, Packaged Liquor \$150.00

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

**VIII. 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.”

**IX. 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

**X. ADJOURN MEETING**

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

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

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

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

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

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

United States (Toll Free): 1 866 899 4679

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Access Code: 578-973-061

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

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

**POSTED ON MAY 31, 2024 AT 3:30 P.M. AT THE SEDALIA MUNICIPAL BUILDING, BOONSLICK REGIONAL LIBRARY, SEDALIA PUBLIC LIBRARY AND ON THE CITY'S WEBSITE AT WWW.SEDALIA.COM**





# OFFICE OF THE CITY ADMINISTRATOR

**To:** Honorable Mayor Andrew L. Dawson & City Council Members  
**From:** Kelvin Shaw, City Administrator *KS*  
**Re:** Agenda items for City Council meeting on Monday, June 3, 2024, 6:30 p.m.

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

1. In accordance with state statutes, Missouri Ethics Commission (MEC) rules, and best practices, the City renews its dedication to the proper operation of the government in an ethical manner without conflicts of interest every two years. This policy lays out the framework that we all must operate within to earn and keep the public trust as we go about serving the citizens of Sedalia. The declaration of the policy in the first section is a good summary of the provisions that follow.  
  
*"Declaration of policy. The proper operation of government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the city."*
2. Councilman Oldham requested, through a motion that was passed by Council at the April 15 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 then gave a presentation on this concept with options for Council to consider at the May 20<sup>th</sup> meeting. After such presentation, Council adopted a motion to direct staff to prepare a written policy for Council's consideration. As this was being pulled together, it was noted that there are a number of employees that are already capped out on time off accruals. For these employees, this results in the new volunteer time off policy being essentially unavailable to them. Therefore, staff recommends adjustments to the vacation accrual policy at the same time so the intended full effect of the volunteer time off policy is reached.
3. As discussed in the last item, the volunteer time off policy is presented here as directed by Council.
4. A couple department heads brought up a concern of the opportunity for abuse of the accrued leave policies. There have been a few instances where employees have used all of the leave available to them, yet still have not worked the scheduled hours. Under the current system, employees are awarded a set amount of accrued leave hours based on each pay period. Therefore, even if an employee does not work or has enough leave to cover the scheduled pay period, they still are given more accrued leave. Since this benefit is part of their compensation, they are in effect being compensated for not working more than their normal or intended leave time. Likewise, often other employees are asked to cover for these employees

that are not reporting to work an inordinate amount of time. Now sometimes this is unavoidable by the employee, so we want to work with the employee through the situation, yet not leave open the opportunity for abuse. To rectify this staff recommends an adjustment to how leave time is accrued. Quite simply, under the proposed terms, if an employee does not work or does not have enough leave time to cover their schedule, the added leave time accrued during the period will be adjusted proportionately.

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

1. As discussed during the strategic planning meetings with Council, the City has, several years ago, adopted by reference certain codes published by industry experts aimed at setting an industry standard for ensuring public safety. The International Code Council (ICC) is made up of certified code and building officials, engineers, firefighters, builders, designers, architects, and other interested professionals. These experts come together and publish what is commonly referred to as International Building Codes (IBC). These “model codes” are written with the intent that a government, such as Sedalia, can adopt pertinent sections with amendments to fit our situation. While at the same time, by referencing them as the industry standard, architects, engineers, developers, builders, etc. are already educated in them and can rely on them to design and construct projects here just as they do in other cities in similar regions. These code books are updated by the ICC every three years. The current codes adopted by Sedalia are the 2015 version, so we are already two versions behind and soon would be three when the 2024 codes are published. Since these codes represent the industry standard and are common among many cities, being so many versions behind creates an undue burden on designers as they have to be familiar with the various provisions of the different versions. Likewise, the insurance industry relies on up to date safety codes being adopted to assess risk to property and liability policies in the area. Once we fall more than two versions behind in the codes adopted, the risk level for all property owners will be elevated.

As mentioned earlier, when adopting these codes by reference, it is common to make amendments or even omit, or not adopt, certain sections that are not applicable to this area. Therefore, our staff has gone through a comprehensive review of the updated 2021 version of the code to see what is different from our currently adopted 2015 code. Through this process, they have identified several modifications they have recommended. A public meeting was held on February 12<sup>th</sup> where local interested parties such as developers, realtors, engineers and architects were specifically invited to encourage a dialog and solicit their input. During this meeting, a presentation was given highlighting the differences between the currently adopted codes and the updated version, then everyone in attendance was given the opportunity to ask questions and provide feedback. Also, some written comments were received. Then, on February 21<sup>st</sup>, these comments, questions, and suggestions were incorporated into a presentation for Council’s consideration. During this meeting, four separate motions were adopted by Council to modify the proposed code amendments. This action then started the clock on the 90-day period the proposed code with amendments must lay for public inspection. Since then we have received a couple questions from Diane Simon with E.W. Thompson, Inc., but no suggested changes from anyone. Therefore, staff recommends adoption of the building safety codes as modified from the February 21<sup>st</sup> council meeting. Note also, these codes can be modified later if Council so desires, with a similar process including the 90-day public comment period for those changes. However, delaying adoption

now on the codes that have gone through this process would serve to perpetuate the confusion caused by the current 2015 codes being so far behind, as well as the risk assessments made by those that look at us for the International Organization for Standardization (ISO) ratings. Likewise, not adopting the updated codes as some have suggested, would only serve to revert back to the currently adopted 2015 codes, not eliminate codes all together as would seemingly be the intent of their comments.

2. At the last meeting, a public hearing was held to hear comments about the appropriateness of an annexation petition for property owned by Liahona West, LLC. No comments have been received since the hearing. Now that the required time period since the hearing has passed, Council can consider an ordinance to annex the property into the City. Staff recommends approval.
3. At the May 6<sup>th</sup> meeting, Council approved a sub-recipient award agreement with CSC Property Holdings, LLC under the Paul Bruhn Historic Revitalization Grant for the project at 322 South Ohio. After further review, it has been determined to be more beneficial to change the scope of the work from exterior brick and roofing to reconstruction of sandstone and sealer treatment application. Staff recommends approval of the amendment to the agreement.

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

1. The aging North Waste Water Treatment Plant experienced another failure that needed immediate stop gap measures to be applied to keep it operational until it can be replaced as planned. A gravity fed pipe intended to move excess sludge from the final clarifiers back to the press became clogged, and due to its location, is unreachable without extensive expense. This cause the system to bog down and not function properly. Staff and engineers worked to design a solution that involved constructing a new force fed line and purchasing a pump to move the excess sludge properly. Rather than purchasing a permanently installed pump, and going to the expense of installation, staff recommended the purchase of a mobile pump that will be repurposed after the replacement plant comes on-line. Since this was putting the operation in danger of further violating the permit with the Department of Natural Resources (DNR), Mayor Dawson declared this an emergency purchase in accordance with the procurement policies. Staff recommends ratifying the purchase authorization, and amending the budget to include this unanticipated expenditure.
2. Council heard during the special work session on May 8<sup>th</sup>, from the engineers working through the plan to replace the failing North Waste Water Treatment Plant. In accordance with the presentation and discussion with Council, an agreement has been pulled together to further develop the facility plan and obtain DNR's approval of such plan in accordance with the Administrative Order on Consent (AOC) with DNR no later than March of 2025.
3. City Staff has worked together with the management of the Sedalia #200 School District to explore opportunities to share resources and expertise to better serve our common customers. Recognizing that the City owns paving equipment that has excess capacity; and that the School District has the need for resurfacing of parking lots from time to time; and that often the users of these parking lots are also citizens of Sedalia; the idea was born to enter into an intergovernmental agreement to save the common taxpayers funds overall. Therefore, such an agreement was negotiated where the District will work with City Staff to define specific



projects and upon completion will reimburse the City only its variable costs to complete the project. Thereby, saving the District significant dollars, while the City is utilizing otherwise idle equipment to provide more benefit to the citizens. Staff recommends approval of the agreement.

4. As discussed during the strategic planning and budgeting process, staff has been working on a plan to extend water and sewer lines to encourage much needed housing developments by utilizing the American Rescue Plan Act (ARPA) funding. The first path for such development ran into problems with obtaining proper easements, along with feasibility for alternative routes. Therefore, staff researched a different approach all together. After securing commitments to the necessary easements for this new route, and confirming the available capacity of the base infrastructure in that area, staff negotiated a scope of work for the engineers to design the water and sewer mains.
5. For several years, the City has utilized an operation to recycle yard waste and biological waste to create compost that can be used as fertilizer for gardens and farm fields. If not for this operation, the sludge that comes off the sewer treatment process would have to be disposed of at a significant cost. Likewise, dealing with the yard waste from throughout the City would create an additional disposal burden. By combining these two waste products, we produce a useful product that is also environmentally friendly. Also, by selling this product, the sewer system fund recovers some of the cost of producing the material, thereby further reducing the financial burden that is passed on to the ratepayers. Over the last several years of operating the facility, a main piece of equipment has become worn out and more costly to repair than it is to replace. The load on this operation has also been dramatically increased recently with the upgrade project at the Central Waste Water Treatment Plant. The equipment failure was unexpected during the budgeting process. However, delaying replacement puts the progress of the Central Plant upgrade project at risk. Therefore, staff recommends approval of the purchase of the replacement equipment along with a related budget amendment.
6. Included in the adopted budget, is an additional service truck for the Water Utility Department. By combining the service crews to go where needed at the time between water and sewer main repairs, we were able to create an added crew to cover more repairs. In order to properly equip the additional crew, another service truck is necessary. Also, a heavier truck with a service bed will enable them to be more efficient and effective. Staff solicited bids on a new Ram 5500 and the local dealer was the only bidder, coming in well under the \$99,000 budget at \$83,310.

**Public Safety Committee** – There is one item for consideration through the Public Safety Committee.

1. Through multiple presentations and discussions, a significant amount of information has been communicated about the important decision of fire station locations. The Public Safety Committee has further deliberated and is recommending to proceed with the plan to replace the aging Central Fire Station with a single new station at the Hancock and 5<sup>th</sup> Street location, along with collocation of a training center. As stated in these presentations, staff will work diligently to implement the plan as directed by the Mayor and Council.



CITY OF SEDALIA, MISSOURI  
CITY COUNCIL MEETING  
MAY 20, 2024

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

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The Council of the City of Sedalia, Missouri duly met on May 20, 2024 at 6:30 p.m. at the Municipal Building in the Council Chambers with Mayor Andrew L. Dawson presiding. Mayor Dawson called the meeting to order and asked for a moment of prayer led by Chaplain Byron Matson followed by the Pledge of Allegiance.

**ROLL CALL:**

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

**Public Hearing – Annexation Petition – Liahona West, LLC**

Mayor Dawson opened the public hearing at 6:32 p.m. The purpose of the public hearing is to consider the annexation petition of Liahona West, LLC.

**Legal description:**

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF 12<sup>TH</sup> STREET AND THE EASTERLY RIGHT-OF-WAY LINE OF WINCHESTER DRIVE, IN PETTIS COUNTY, MISSOURI; THENCE SOUTH 37°20'46" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 56.06 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE ALONG CURVE TO THE LEFT HAVING A RADIUS OF 275.0 FEET AN ARC DISTANCE OF 177.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 275.0 FEET AN ARC DISTANCE OF 68.22 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE SOUTH 88°27'20" EAST, 89.19 FEET TO THE NORTHWEST CORNER OF TRACT 1 IN THOMPSON ADDITION PART 8, AN ADDITION TO THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI; THENCE SOUTH 01°32'40" WEST, ALONG THE WEST LINE OF SAID TRACT, 600.0 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 88°27'20" WEST, 348.26 FEET; THENCE NORTH 01°32'40" EAST, 453.55 FEET; THENCE NORTH 52°39'14" EAST, 246.68 FEET TO THE POINT OF BEGINNING. BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 45 NORTH, OF RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN, PETTIS COUNTY, MISSOURI.

With no public comments, the public hearing closed at 6:34 p.m.

**SPECIAL AWARDS:**

Fire Chief Matt Irwin presented a Meritorious Service Award to Firefighter Jacob Lamb. While traveling to Kansas City, Firefighter Lamb witnessed a motor vehicle accident resulting in substantial damage to the vehicle. Being a trained and licensed Fire EMT, he stopped to assess the situation and render aid if needed. One person had exited the vehicle but the driver sustained significant injury to his legs and moderate injuries to his face. Firefighter Lamb remained in the vehicle with the 14-year old driver, maintaining cervical spine precautions until Kansas City first responders arrived. While in the vehicle he detected smoke, which turned out to be a fire under the vehicle's dash. Kansas City Fire Department

arrived and Firefighter Lamb assisted with the removal of the patient from the vehicle, provided his assessment to KCFD and remained until no longer needed.

**SERVICE AWARDS/RETIREMENT AWARDS:** None

**MINUTES:**

The Council Meeting minutes of May 6, 2024 were approved on motion by Oldham, seconded by Robinson. All in favor.

The Work Session minutes of May 8, 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 April 10, 2024 were accepted on motion by Oldham, seconded by Foster. All in favor.

**ROLL CALL OF STANDING COMMITTEES:**

**COMMUNITY DEVELOPMENT** – Chairwoman Rhiannon M. Foster; Vice Chairman Bob Cross

**Presentation: Central Business & Cultural District – Annual Report**

Chris Paszkiewicz, Chairman of the Sedalia Main Streets Board, presented the FY 2025 budget.

**FY 2025 Budgeted Activities:**

Grounds Maintenance	\$1,500
Façade Program	\$25,000
Pavilion Restrooms	\$50,000
Murals	\$10,000
Special Events	\$19,900
-Thanksgiving Fireworks	
-Scott Joplin	
-Criterium	
- First Thursdays	
-Quarterly Business Mixer	
-Other Events	
TOTAL Including Administrative Expenses	\$120,880

FY 2024 revenue from the Ad Valorem Tax was \$41,616.00 and anticipated revenue at the same tax rate for FY 2025 is \$42,000.00. The current fund balance is \$187,971.85 and with the FY 2025 revenue, the balance will be \$229,971.85 with a FY 2025 budget of \$120,880.00. The board recommends maintaining the current Ad Valorem tax rate of \$0.8258 per thousand of assessed valuation.

- At the May 6, 2024 meeting, a Public Hearing was held regarding the Annexation petition for property owned by E.W. Thompson, Inc. to be transferred to Pettis County Ambulance, Inc. to construct an additional ambulance base. Since the time requirements have been met, Council can now consider the Annexation.

BILL NO. 2024-84, ORDINANCE NO. 12041 – AN ORDINANCE OF THE CITY OF SEDALIA, MISSOURI, APPROVING AND ANNEXING AN UNINCORPORATED AREA OWNED BY E.W. THOMPSON INCORPORATED AND PETTIS COUNTY AMBULANCE INCORPORATED INTO THE CITY OF SEDALIA, MISSOURI, ADJACENT AND CONTIGUOUS TO EXISTING CORPORATE LIMITS OF SAID CITY was read once by title.

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

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



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

**FINANCE & ADMINISTRATION** – Chairwoman Tina Boggess; Vice Chairman Thomas Oldham

**Financial Update:** City Administrator Kelvin Shaw reported on trends from the City's major tax collections. Use tax was down from previous year's sales. Fiscal Year to date it is up \$200,083.00 or 10.1%. The City budgeted a 4% increase which means we are ahead of Budget approximately \$171,000.00 for combined Sales, Use and Marijuana tax. Marijuana tax started in October which is why there is not a history shown for previous year. Franchise tax is quite a bit under but it includes the Class Action Charter Settlement received in April of \$377,818.00. Regarding Transportation taxes, Gas tax is up 4.8%. Vehicle Sales tax is down by 22.5% with Vehicle fees down 36.9%. Property tax currently is flat due to the majority of collections being received in December and January.

### **Presentation: Volunteer Time Off Policy**

Human Resources Director Shannon Ramey-Trull, presented information regarding a Volunteer Time Off Policy. The purpose of the policy is to create or allow community engagement opportunities for City Employees. Benefits include goodwill, community betterment, City relations, morale, employee retention and talent development. The City can benefit by increased public perception, networking and recruiting opportunities. In implementing the policy, there are several considerations which include amount of time off, total cost for the program, term and eligibility, employment status and would it be restricted to 501(c)3 or other opportunities. If Council approves, Human Resources staff will research and draft a policy for Council consideration. Motion by Oldham, seconded by Marshall for staff to draft the Policy. All in Favor.

**PUBLIC WORKS** – Chairman Bob Hiller; Vice Chairman Tina Boggess

- The agreement with Rehrig Pacific Company is for the purchase of an RFID system and software for the Sanitation Department. Scanners will allow for better identification and tracking of missed pickups and route tracking to increase customer service. They will also assist in moving toward a more volume-based service which is instrumental in devising a recycling program. Equipment Cost - \$66,600.00 and Software Cost - \$22,800.00

BILL NO. 2024-85, ORDINANCE NO. 12042 – AN ORDINANCE AUTHORIZING AN AGREEMENT FOR THE PURCHASE OF AN RFID SYSTEM AND SOFTWARE FOR SANITATION was read once by title.

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

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

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

- The Budget Amendment is for upgrading the SCADA System at the Central and Southeast Wastewater Treatment Plants. Cost - \$289,942.00

RESOLUTION NO. 2089 – 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 was read once by title and approved on motion by Oldham, seconded by Robinson. All in favor.

BILL NO. 2024-86, ORDINANCE NO. 12043 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2024-2025 REGARDING WPC SCADA UPGRADE was read once by title.

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



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

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

- The agreement with Viking is for painting the City Logo on both water towers. It was voted down at the May 6, 2024 meeting, however, a donor has agreed to cover the remainder of the cost making the project 100% donor funded.

BILL NO. 2024-87, ORDINANCE NO. 12044 – AN ORDINANCE AUTHORIZING AN AGREEMENT FOR PAINTING OF CITY LOGOS ON BOTH WATER TOWERS BY UTILIZING 100% OF RESTRICTED DONATION FUNDS FOR SAID PROJECT was read once by title.

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

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

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

- The City received a request from Premium Homes, LLC for connection of property at 2630 James Lane to the City of Sedalia’s water distribution system.

BILL NO. 2024-88, ORDINANCE NO. 12045 – AN ORDINANCE AUTHORIZING AN ANNEXATION AND UTILITY SERVICES AGREEMENT FOR CONNECTION OF PROPERTY LOCATED AT 2630 JAMES LANE TO THE CITY OF SEDALIA’S WATER DISTRIBUTION SYSTEM was read once by title.

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

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

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

- The agreements with S & A Equipment and Builders, LLC are for Storm Drainage Improvements for Project Areas 2 (\$722,925.64), 8 (\$515,914.33), 28 (\$944,883.74) and 30 (\$499,560.34).

BILL NO. 2024-89, ORDINANCE NO. 12046 – AN ORDINANCE AUTHORIZING AN AGREEMENT FOR STORM DRAINAGE IMPROVEMENTS, PROJECT AREA 2 was read once by title.

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

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

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

BILL NO. 2024-90, ORDINANCE NO. 12047 – AN ORDINANCE AUTHORIZING AN AGREEMENT FOR STORM DRAINAGE IMPROVEMENTS, PROJECT AREA 8 was read once by title.

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

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

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

BILL NO. 2024-91, ORDINANCE NO. 12048 – AN ORDINANCE AUTHORIZING AN AGREEMENT FOR STORM DRAINAGE IMPROVEMENTS, PROJECT AREA 28 was read once by title.

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

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

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

BILL NO. 2024-92, ORDINANCE NO. 12049 – AN ORDINANCE AUTHORIZING AN AGREEMENT FOR STORM DRAINAGE IMPROVEMENTS, PROJECT AREA 30 was read once by title.

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

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

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

No one voted “No”.

- The Citizens Traffic Advisory Committee received a request for a 2-way stop sign at the intersection of West 7<sup>th</sup> Street and South Beacon Avenue. A study was done and Citizens Traffic Advisory Committee felt it was not needed and it failed. There were 2 accidents at that intersection so a second meeting was held May 20, 2024 and item put to a vote. It passed 3 “yes” to 2 “no” to forward to City Council.

BILL NO. 2024-93, ORDINANCE NO. 12050 – AN ORDINANCE ESTABLISHING A 2-WAY STOP AT THE INTERSECTION OF WEST 7<sup>TH</sup> STREET AND SOUTH BEACON AVENUE was read once by title.

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

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

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

No one voted “No”.

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

- The agreement with Feld Fire is for the purchase of a Spartan Metro Star Custom Pumper Apparatus for the Sedalia Fire Department. Cost - \$991,205.00

BILL NO. 2024-94, ORDINANCE NO. 12051 – AN ORDINANCE AUTHORIZING AN AGREEMENT FOR THE PURCHASE OF A SPARTAN METRO STAR CUSTOM PUMPER APPARATUS FOR THE SEDALIA FIRE DEPARTMENT was read once by title.

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

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

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

No one voted “No”.

- The Sedalia Police Department received a quote from Flock Group, Inc. for the purchase of License Plate Readers and Condor Stationary cameras. Both systems integrate with each other and alert local law enforcement of flagged vehicles related to illegal activity. It also allows real time information on incidents in progress. One of the stationary cameras will be mounted at Main and Ohio to assist in monitoring train traffic. Cost: 11 Readers – \$73,150.00 and 3 stationary Condor Cameras – \$21,450.00

BILL NO. 2024-95, ORDINANCE NO. 12052 – AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FOR THE PURCHASE OF LICENSE PLATE READERS AND CAMERAS FOR THE SEDALIA POLICE DEPARTMENT was read once by title.

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

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

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

No one voted “No”.

**APPOINTMENTS:** None

**BIDS:** Storm Drainage Improvements – Project Areas 2, 8, 28 and 30 – May 6, 2024

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

New: (Cornhole Tournament – Nucor Pavilion – Missouri State Fairgrounds – June 1, 2024 – 8 a - 5 p)

\*Hallye Newton dba Sedalia Lions Club, PO Box 1085, Picnic License

Renewals:

\*Henry Hatfield dba E Street Bar 1201 East 3<sup>rd</sup>, Liquor by the Drink & Sunday Sales

\*Lancy Ulrich dba Hampton Inn Sedalia, 3909 West 9<sup>th</sup>, Liquor by the Drink

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:

City Administrator Kelvin Shaw thanked Russell and Julie Childers along with all the other donors for making the painting of the City Logos on both water towers. The understanding of the project and deep pride in our community by these individuals and groups is heartwarming. The generosity of all the donors is a part of what makes our community great.

City Administrator Kelvin Shaw addressed concerns on the following topics voiced by citizens during Good and Welfare at the May 6, 2024 Council Meeting:

1. Annexation of Walnut Hills and other areas – City only entertains voluntary annexations; not aware of any push for involuntary annexations; if City initiates involuntary annexation it requires notice, vote by those affected and the City and affected individuals must both pass.
2. Trees in right-of-ways – Street Department asked to follow up on trees at the requested address; only preliminary report available, however some limbs not addressed immediately due to down power lines after storm; once cleared, limbs were addressed and trees trimmed; also investigating trees in that area to see if need higher priority on list to be trimmed.
3. Extend Pick up time in school zones – Schools partner with Police Department on school safety program; request forwarded to Chief of Police; Information being reviewed.
4. Soil contamination Old Sutherlands Property – City conducted due diligence prior to purchasing property; included Phase 1 and 2 study; City will not put public in danger or at risk to environmental concerns.
5. Overtime paid to Police and Fire – Rules put in place due to nature of police and fire being 24/7; rules for overtime compensation are different; police and fire compensated in accordance with law.
6. Code adoption status – Mayor confirmed June time frame; time almost up for review and comment period.

GOOD & WELFARE:

Albert Reine, Jr., 1022 West 7<sup>th</sup>, made the following requests: A good plan and numbers to rebuild the Wastewater Treatment Plant, all honorably discharged veterans be allowed to pull free building permits to work on their homes, all City Council members receive free trash pickup and refuse containers for life with benefit counted as income on their taxes, all City Council meetings and Board of Public Works meetings be live-streamed on the City's Facebook page, defund Code Enforcement and restructure and for City Administrator Kelvin Shaw to resign.

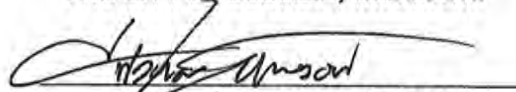
David Goodson, 1640 Hedge Apple Drive, was following up on his email discussion with City Administrator Shaw from May 8, 2024. He accepted the agreement and followed up again on May 13, 2024, regarding a Resolution to City Council to wrap the agreement up. Mayor Dawson stated he would speak with Mr. Goodson following the meeting. Mr. Goodson stated he believes that meetings should be live-streamed on Facebook. Mr. Goodson directed comments to City Administrator Shaw regarding businesses moving to the County and not selecting Sedalia to build related to Code Enforcement. Mr.

Goodson asked what level of responsibility Mr. Shaw takes for the actions of these departments and what job rating he would give himself?

The meeting adjourned at 7:25 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 8:11 p.m. on motion by Oldham, seconded by Foster. All in favor.

THE CITY OF SEDALIA, MISSOURI



Andrew L. Dawson, Mayor



Jason S. Myers, City Clerk



## TRAFFIC ADVISORY COMMISSION MEETING

MAY 15, 2024

The Traffic Advisory Commission duly met on Wednesday, May 15, 2024 at 12:00 p.m. at the City of Sedalia Municipal Building. Chairman Esquivel called the meeting to order.

### ROLL CALL:

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

Minutes from the April 10, 2024 meeting were approved.

Guests: Assistant City Administrator Matt Wirt, Public Works Operations Director Justin Bray, Public Works Program Specialist Tammy Lewis and Police Patrol Commander Adam Hendricks

### OLD BUSINESS:

#### **Installation of Stop Sign at W. 7<sup>th</sup> St. and S. Beacon Ave.**

Jack Robinson is requesting the installation of stop sign at W. 7<sup>th</sup> St. and S. Beacon Ave. He states drivers go east on W. 7<sup>th</sup> St. after dropping off/picking up children at Heber Hunt Elementary School. Drivers exit north off W. Broadway Blvd. onto S. Beacon Ave. at speed. The house on the SW corner obscures the intersection. He feels there needs to be a stop sign on W. 7<sup>th</sup> St.

Ms. Nations stated traffic counts were done during the Sedalia School District's Spring break and while school was in session, so there could be a comparison between the two (please see attached summaries). In addition, accident reports were pulled for the area and in a five-year time period there was one accident in the intersection. Mr. Davies also submitted a memo detailing reasons why Staff does not recommend the installation of the stop sign.

**Mr. Rucker motioned to deny the request due to the facts presented. Mr. Leftwich seconded. All were in favor.**

### NEW BUSINESS:

None

### OTHER ITEMS FOR DISCUSSION:

Mr. Callis said a member had mentioned the one-way streets running along Second St. and why those were put into effect. Ms. Nations will check with the City Clerks' Office for the ordinance which created the one-way streets. There was general discussion about the width of the roadway and different types of parking.

Chief Irwin advised the Commission that Sacred Heart School will be submitting a request this summer for a fire lane to be installed along W. 3<sup>rd</sup> St.

The next meeting date is scheduled for June 12, 2024.

The meeting adjourned at 12:17 p.m.

## W. 7th and S. Beacon- School In Session

Location	<20 MPH	21-25 MPH Posted Speed Limit	26-30 MPH	31-35 MPH	36-40 MPH	41-45 MPH	46-50 MPH	>50 MPH
611 S. Beacon 75' N. of W. 7th	736	912	441	87	16	4		2
1525 S. Beacon 10' S. of W. 7th	1177	643	267	38	8	3	4	16
1600 W. 7th 40' W. of S. Beacon	614	293	47	5	2			3
W.7th 20' E. of S. Beacon	415	70	17	1	1			

	<20 MPH	21-25 MPH Posted Speed Limit	26-30 MPH	31-35 MPH	36-40 MPH	41-45 MPH	46-50 MPH	>50 MPH
Percent	50.5	32.9	13.2	2.3	0.4	0.1		0.3

Percentage at or below posted 25mph speed limit: 83.4  
Percentage at or below 30mph: 96.6

## W. 7th and S. Beacon-No School In Session

Location	<20 MPH	21-25 MPH Posted Speed Limit	26-30 MPH	31-35 MPH	36-40 MPH	41-45 MPH	46-50 MPH	>50 MPH
611 S. Beacon 75' N. of W. 7th	548	601	339	64	14	4		2
1525 S. Beacon 10' S. of W. 7th	545	601	339	64	14	4		1
1600 W. 7th 40' W. of S. Beacon	238	93	26	4	3			
W.7th 20' E. of S. Beacon	189	19	6	4				3

	<20 MPH	21-25 MPH Posted Speed Limit	26-30 MPH	31-35 MPH	36-40 MPH	41-45 MPH	46-50 MPH	>50 MPH
Percent	40.1	35.3	19.1	3.7	0.8	0.2		0.2

Percentage at or below posted 25mph speed limit:

75.4

Percentage at or below 30mph:

94.5



## School In Session

### 611 S. Beacon 75' N. of W. 7th

Date	Day	Vehicle Count
4/8/2024	Monday	313
4/9/2024	Tuesday	347
4/10/2024	Wednesday	330
4/11/2024	Thursday	331
4/12/2024	Friday	359
4/13/2024	Saturday	220
4/14/2024	Sunday	207

Total 2107

### 1525 S. Beacon 10' S. of W. 7th

Date	Day	Vehicle Count
4/8/2024	Monday	301
4/9/2024	Tuesday	317
4/10/2024	Wednesday	317
4/11/2024	Thursday	325
4/12/2024	Friday	343
4/13/2024	Saturday	246
4/14/2024	Sunday	237

Total 2086

### 1600 W. 7th 40' W. of S. Beacon

Date	Day	Vehicle Count
4/8/2024	Monday	157
4/9/2024	Tuesday	155
4/10/2024	Wednesday	148
4/11/2024	Thursday	171
4/12/2024	Friday	167
4/13/2024	Saturday	58
4/14/2024	Sunday	52

Total 908

### W.7th 20' E. of S. Beacon

Date	Day	Vehicle Count
4/8/2024	Monday	80
4/9/2024	Tuesday	74
4/10/2024	Wednesday	72
4/11/2024	Thursday	72
4/12/2024	Friday	88
4/13/2024	Saturday	49
4/14/2024	Sunday	33

Total 468

## No School In Session

### 611 S. Beacon 75' N. of W. 7th

Date	Day	Vehicle Count
3/18/2024	Monday	144
3/19/2024	Tuesday	270
3/20/2024	Wednesday	255
3/21/2024	Thursday	273
3/22/2024	Friday	273
3/23/2024	Saturday	194
3/24/2024	Sunday	163

**Total 1572**

### 1525 S. Beacon 10' S. of W. 7th

Date	Day	Vehicle Count
3/18/2024	Monday	140
3/19/2024	Tuesday	270
3/20/2024	Wednesday	255
3/21/2024	Thursday	273
3/22/2024	Friday	273
3/23/2024	Saturday	194
3/24/2024	Sunday	163

**Total 1568**

### 1600 W. 7th 40' W. of S. Beacon

Date	Day	Vehicle Count
3/18/2024	Monday	29
3/19/2024	Tuesday	63
3/20/2024	Wednesday	59
3/21/2024	Thursday	56
3/22/2024	Friday	57
3/23/2024	Saturday	57
3/24/2024	Sunday	43

**Total 364**

### W.7th 20' E. of S. Beacon

Date	Day	Vehicle Count
3/18/2024	Monday	24
3/19/2024	Tuesday	28
3/20/2024	Wednesday	32
3/21/2024	Thursday	37
3/22/2024	Friday	32
3/23/2024	Saturday	34
3/24/2024	Sunday	34

**Total 221**

## School In Session

### 611 S. Beacon 75' N. of W. 7th

Date	Day	Time	Vehicle Count
4/8/2024	Monday	7am-9am	77
		2pm-4pm	69
4/9/2024	Tuesday	7am-9am	63
		2pm-4pm	71
4/10/2024	Wednesday	7am-9am	70
		2pm-4pm	64
4/11/2024	Thursday	7am-9am	77
		2pm-4pm	60
4/12/2024	Friday	7am-9am	59
		2pm-4pm	79
4/13/2024	Saturday	7am-9am	18
		2pm-4pm	39
4/14/2024	Sunday	7am-9am	14
		2pm-4pm	27
Total			710

### 1600 W. 7th 40' W. of S. Beacon

Date	Day	Time	Vehicle Count
4/8/2024	Monday	7am-9am	48
		2pm-4pm	15
4/9/2024	Tuesday	7am-9am	44
		2pm-4pm	14
4/10/2024	Wednesday	7am-9am	44
		2pm-4pm	13
4/11/2024	Thursday	7am-9am	41
		2pm-4pm	23
4/12/2024	Friday	7am-9am	40
		2pm-4pm	14
4/13/2024	Saturday	7am-9am	4
		2pm-4pm	8
4/14/2024	Sunday	7am-9am	3
		2pm-4pm	13
Total			276

### 1525 S. Beacon 10' S. of W. 7th

Date	Day	Time	Vehicle Count
4/8/2024	Monday	7am-9am	58
		2pm-4pm	58
4/9/2024	Tuesday	7am-9am	44
		2pm-4pm	70
4/10/2024	Wednesday	7am-9am	56
		2pm-4pm	45
4/11/2024	Thursday	7am-9am	56
		2pm-4pm	58
4/12/2024	Friday	7am-9am	47
		2pm-4pm	70
4/13/2024	Saturday	7am-9am	20
		2pm-4pm	35
4/14/2024	Sunday	7am-9am	14
		2pm-4pm	33
Total			606

### W. 7th 20' E. of S. Beacon

Date	Day	Time	Vehicle Count
4/8/2024	Monday	7am-9am	36
		2pm-4pm	18
4/9/2024	Tuesday	7am-9am	29
		2pm-4pm	20
4/10/2024	Wednesday	7am-9am	29
		2pm-4pm	21
4/11/2024	Thursday	7am-9am	30
		2pm-4pm	15
4/12/2024	Friday	7am-9am	31
		2pm-4pm	24
4/13/2024	Saturday	7am-9am	3
		2pm-4pm	4
4/14/2024	Sunday	7am-9am	
		2pm-4pm	6
Total			230

No School In Session

611 S. Beacon 75' N. of W. 7th

Date	Day	Time	Vehicle Count
3/18/2024	Monday	7am-9am	
		2pm-4pm	31
3/19/2024	Tuesday	7am-9am	19
		2pm-4pm	40
3/20/2024	Wednesday	7am-9am	23
		2pm-4pm	33
3/21/2024	Thursday	7am-9am	18
		2pm-4pm	39
3/22/2024	Friday	7am-9am	36
		2pm-4pm	34
3/23/2024	Saturday	7am-9am	10
		2pm-4pm	35
3/24/2024	Sunday	7am-9am	4
		2pm-4pm	29
		Total	351

1525 S. Beacon 10' S. of W. 7th

Date	Day	Time	Vehicle Count
3/18/2024	Monday	7am-9am	
		2pm-4pm	31
3/19/2024	Tuesday	7am-9am	19
		2pm-4pm	40
3/20/2024	Wednesday	7am-9am	23
		2pm-4pm	33
3/21/2024	Thursday	7am-9am	18
		2pm-4pm	44
3/22/2024	Friday	7am-9am	36
		2pm-4pm	34
3/23/2024	Saturday	7am-9am	10
		2pm-4pm	35
3/24/2024	Sunday	7am-9am	4
		2pm-4pm	29
		Total	356

1600 W. 7th 40' W. of S. Beacon

Date	Day	Time	Vehicle Count
3/18/2024	Monday	7am-9am	
		2pm-4pm	11
3/19/2024	Tuesday	7am-9am	3
		2pm-4pm	11
3/20/2024	Wednesday	7am-9am	2
		2pm-4pm	12
3/21/2024	Thursday	7am-9am	5
		2pm-4pm	11
3/22/2024	Friday	7am-9am	7
		2pm-4pm	7
3/23/2024	Saturday	7am-9am	2
		2pm-4pm	11
3/24/2024	Sunday	7am-9am	1
		2pm-4pm	9
		Total	92

W. 7th 20' E. of S. Beacon

Date	Day	Time	Vehicle Count
3/18/2024	Monday	7am-9am	
		2pm-4pm	7
3/19/2024	Tuesday	7am-9am	5
		2pm-4pm	3
3/20/2024	Wednesday	7am-9am	6
		2pm-4pm	7
3/21/2024	Thursday	7am-9am	6
		2pm-4pm	3
3/22/2024	Friday	7am-9am	5
		2pm-4pm	3
3/23/2024	Saturday	7am-9am	2
		2pm-4pm	5
3/24/2024	Sunday	7am-9am	1
		2pm-4pm	9
		Total	62

# MEMO

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**TO:** Traffic Advisory Committee

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

*CMD*  
*5-7-2024*

**DATE:** MAY 7, 2024

**SUBJECT: REQUEST FOR INSTALLING STOP SIGNS ON W. 7<sup>TH</sup>  
AVENUE (EAST AND WEST BOUND) AT THE  
INTERSECTION WITH BEACON.**

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## **Background:**

The City of Sedalia received a request from a citizen to install STOP signs at the intersection of W. 7<sup>th</sup> and Beacon; with the signs being placed on W. 7<sup>th</sup> stopping both east and west bound traffic. This is the second time the City has review this intersection; the last time was in October of 2022.

## **Discussion:**

City staff conducted two separate traffic counts at the intersection of W. 7<sup>th</sup> and Beacon. The first was conducted from 3/18/24 thru 3/24/24, which occurred while school was not in session. The second was conducted from 4/8/24 thru 4/14/24, which occurred while school was in session. Traffic on Beacon increased by about 500 vehicles per week; however if you review the daily count the volume of traffic on Beacon increased by approximately 80 vehicles per day verses school day and non-school day.

The most significant piece of data is that over 95% of all vehicles are within the 85 percentile of the posted speed limit; and it is not dependent on if school is in or out of session; if fact when school is in session there is better compliance with the posted speed limit (83.4%) verses when not in school (75.4%).

In reviewing crash data, at this intersection over the past 5 years there is only one recorded accident.

The Manual on Uniform Traffic Control Devices (MUTCD) has the following recommendations with respect to installing Multiway STOP signs:

1. A crash problem – as indicated by 5 or more reported crashes in a 12-month period –  
The City has only 1 reported crash in the last 5 years.

2. The vehicular volume entering the intersection from the major street approaches (Total of both approaches) averages 300 vehicles per hour for any 8 hour period – The counts show a maximum count of 702 vehicles for a 24 hour period, while school is in session
3. The total volume entering the intersection from the minor street (both approaches) averages at least 200 units per hour for the same 8 hours – The counts show a maximum count of 255 vehicles for the same 24-hour period, while school is in session.
4. The 85<sup>th</sup>-percentile approach speed of the major-street traffic exceeds 40 mph - The speed counts show that 85% of the vehicles are at or below 27 mph

**Recommendation:**

City staff DOES NOT recommend approval of the two STOP signs and recommends denial of the request.

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

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

**AN ORDINANCE READOPTING SECTION 2-833 OF THE CODE OF ORDINANCES OF THE CITY OF SEDALIA, MISSOURI WHICH ESTABLISHES A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN OFFICIALS.**

**WHEREAS**, the Missouri Ethics Commission requires, at a minimum, biannual readoption of local alternative personal financial disclosure reports; and

**WHEREAS**, the City of Sedalia, Missouri has previously adopted a local option report codified as Section 2-833 of the Code of Ordinances for the City of Sedalia, Missouri; and,

**WHEREAS**, this ordinance is intended to readopt said Section 2-833 in its entirety.

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

**Section 1.** Section 2-833 is readopted to read as follows:

1. Declaration of Policy. The proper operation of government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the city.

2. Conflicts of Interest.

a. All elected and appointed officials as well as employees of a political subdivision must comply with conflicts of interest statutes under Chapter 105 of the Missouri Revised Statutes as well as any other state law governing official conduct.

b. Any member of the governing body of a political subdivision who has a "substantial or private interest" in any measure, bill, order or ordinance proposed or pending before such governing body must disclose that interest to the secretary or clerk of such body and such disclosure shall be recorded in the appropriate journal of the governing body. Substantial or private interest is defined as ownership by the individual, his spouse, or his dependent children, whether singularly or collectively, directly or indirectly of: (1) 10% or more of any business entity; or (2) an interest having a value of \$10,000 or more; or (3) the receipt of a salary, gratuity, or other compensation or remuneration of \$5,000 or more, per year from any individual, partnership, organization, or association within any calendar year.

3. Disclosure Reports. Each elected official, candidate for elective office, the chief administrative officer, the assistant administrative officer, the chief purchasing officer, and the full-time general counsel shall disclose the following information by May 1, or the appropriate



deadline as referenced in Section 105.487 RSMo, if any such transactions occurred during the previous year calendar year:

a. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars, if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision.

b. The date and the identities of the, parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.

c. The chief administrative officer, the assistant administrative officer, the chief purchasing officer and candidates for either of these positions also shall disclose by May 1, or the appropriate deadline as referenced in Section 105.487, RSMo, the following information for the previous calendar year:

1. The name and address of each of the employers of such person from whom income of one thousand dollars (\$1,000) or more was received during the year covered by the statement.

2. The name and address of each sole proprietorship that he owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or co-participant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units, and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class of outstanding stock, limited partnership units or other equity interests;

3. The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

4. Filing of Reports.

a. The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year;

1. Every person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31 provided that any member of the council required to file such financial interest statement may supplement the financial interest statement to report

additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement.

2. Each person appointed to office provided for in Section 3 shall file the statement within thirty days of such appointment or employment covering the calendar year ending the previous December 31;

3. Every candidate required to file a personal disclosure statement shall file no later than fourteen days after the close of filing at which the candidate seeks nomination or election. The time period of this statement shall cover the twelve months prior to the closing date of filling for candidacy.

b. Financial disclosure reports giving the financial information required in Section 3 shall be filed with the local political subdivision and with the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

5. Filing of Ordinance. A certified copy of this ordinance, adopted prior to September 15, shall be sent within ten days of its adoption to the Missouri Ethics Commission.

**Section 2.** This ordinance shall be in full force and effect from and after its passage and approval and shall remain in effect for two years from the date of passage.

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 3<sup>rd</sup> day of June 2024.

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Presiding Officer of the Council

Approved by the Mayor of said City this 3<sup>rd</sup> day of June 2024.

---

Andrew L. Dawson, Mayor

ATTEST:

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Jason S. Myers  
City Clerk

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

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

**AN ORDINANCE AMENDING THE VACATION LEAVE POLICY.**

**WHEREAS**, the City of Sedalia has identified the need to change the City of Sedalia's Personnel Regulations Manual pertaining to Vacation Leave.

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

**Section 1.** Section 6.1 B, entitled Vacation Leave – Maximum Accrual, Paragraph 1 is hereby amended to read as follows:

“Any employee whose vacation hours exceed 400 hours for general or 500 hours for fire will be banked. Employees will be able to cash out any banked hours at any time throughout the year not to exceed four (4) times in a twelve (12) month period. Exceptions may be made at the recommendation of the Department Head and approval of the City or Assistant City Administrator. If an employee wishes to cash out banked time, they must submit a written request to the Human Resources Department.”

**Section 2.** Section 6.1 B, entitled Vacation Leave – Maximum Accrual, Paragraph 3 is hereby added to read as follows:

“If an employee forfeits time during the pay period, they will receive accruals proportionate to the time paid.”

**Section 3.** 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 3<sup>rd</sup> day of June, 2024.

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

Approved by the Mayor of said City this 3<sup>rd</sup> day of June, 2024.

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

ATTEST:

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



Let's Cross Paths

## City of Sedalia

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

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May 28, 2024

City Administrator Shaw,

The Human Resources Department is requesting an update to the Personnel Policies Manual. As you are aware, there are several policy updates, additions, changes and revisions that are needing to be made to our current version of the Personnel Policies Manual.

- 1) Staff has reviewed the Vacation and Sick Leave policies and are requesting the following updates:
  - a. Regulation 6. Leave Time - 6.1 Vacation Leave, Section B. Maximum Accrual
    - i. Currently policy reads:

The maximum new vacation leave balance that an employee may have available for use is 400 hours for general and police employees and 500 hours for fire shift employees, unless approved by the city administrator. Beginning on the first payroll of the 2012-13 fiscal year, (pay date April 5, 2012), any vacation leave balance that exceeds the maximum allowed will not have any additional time accrued until such time as the leave balance falls below the maximum allowed.
    - ii. Proposed replacement language:

Any employee whose vacation hours exceed 400 hours for general or 500 hours for fire will be banked. Employees will be able to cash out any banked hours at any time throughout the year not to exceed four (4) times in a twelve (12) month period. Exceptions may be made at the recommendation of the Department Head and approval of the City or Assistant City Administrator. If an employee wishes to cash out banked time, they must submit a written request to the Human Resources Department.
    - iii. Policy addition:

If an employee forfeits time during the pay period, they will receive accruals proportionate to the time paid.

b. Regulation 6. Leave Time - 6.2 Sick Leave Section, A. Accrual Rates

i. Policy addition:

If an employee forfeits time during the pay period, they will receive accruals proportionate to the time paid.

- 2) Volunteer Off Policy. It has been identified that the City would like to implement a Volunteer Off Policy. Please see the attached draft for consideration.

Sincerely,

Shannon Ramey-Trull  
Human Resources Director

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

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

**AN ORDINANCE ADOPTING A VOLUNTEER TIME OFF POLICY FOR THE CITY OF SEDALIA, MISSOURI.**

**WHEREAS**, the City of Sedalia has identified the need to adopt a Volunteer Time Off Policy for the city. Said draft policy is attached to this ordinance and is 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 adopts the Volunteer Time Off Policy for the city, attached hereto and incorporated by reference.

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

**Section 3.** The City Clerk is hereby directed to file in his office a duplicate or copy of the Volunteer Time Off Policy 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 3<sup>rd</sup> day of June, 2024.

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

Approved by the Mayor of said City this 3<sup>rd</sup> day of June, 2024.

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

ATTEST:

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



## **Volunteer Off Policy (VTO)**

### **Purpose:**

The purpose of the City's Volunteer Off Policy (VTO) is to:

- Support activities that enhance and serve communities in which we live and work;
- Support communities that are impacted by disasters;
- Address issues that impact quality of life.

The intention of this program is to create community engagement opportunities for the City's employees that are meaningful, purposeful and helps those in need. At the same time, the City recognizes that participating in these activities will also enrich and inspire the lives of our employees.

### **Amount of Time:**

All regular full-time employees can accrue up to 24 (twenty-four) hours of VTO per calendar year to volunteer for a 501(c)(3) organization.

Employees will be paid at their normal rate of pay for the actual hours volunteered. Volunteer hours will be paid at the straight time rate and will not go towards the calculation of overtime.

VTO is refreshed at the beginning of each calendar year and cannot be accrued or carried over into the following year.

Usage of this time does not affect vacation or sick leave accrual.

### **Eligibility:**

All full-time employees are eligible to participate in this program after their initial 6-month probationary period. The employee must be in good standing. The employee must provide reasonable notice to their supervisor and work demands can take priority over the VTO request. Employees can choose a charity of their choice or work together with other City members as a team.

### **Approval Process:**

Employees must complete the VTO request form which is available through the Human Resources Department. The form must be turned into Human Resources for processing and approval. Approval is at the discretion of the employee's Department Head and Human Resources. Documentation may be requested showing proof of volunteer hours worked.

VTO may not be used for organizations that discriminate based on creed, race, religion or sexual orientation.



## Volunteer Off Program Form

<b>Employee Name:</b>	
<b>Department:</b>	
<b>Community Organization Name:</b>	
<b>Address:</b>	
<b>City/State/Zip:</b>	
<b>Phone:</b>	
<b>Website:</b>	
<b>Tax ID number:</b>	
<b>Date and hours of VTO requested</b>	
<b>I will be doing this action with other City employees, GROUP ACTIVITY ORGANIZED BY:</b>	
<b>Description of volunteer activity you will do:</b>	

By signing below, I certify that the information provided is complete and correct to the best of my knowledge. I verify that the volunteer efforts and recipient organization meet the City's VTO guidelines.

\_\_\_\_\_  
Employee Signature                      Date

**Approvals:**

Department Head \_\_\_\_\_ Date \_\_\_\_\_

---

Human Resources
Date

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

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

**AN ORDINANCE AMENDING THE SICK LEAVE POLICY.**

**WHEREAS**, the City of Sedalia has identified the need to change the City of Sedalia's Personnel Regulations Manual pertaining to Sick Leave.

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

**Section 1.** Section 6.2 Section A, entitled Sick Leave – Accrual Rates is hereby amended to add the following paragraph:

“If an employee forfeits time during the pay period, they will receive accruals proportionate to the time paid.”

**Section 2.** 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 3<sup>rd</sup> day of June, 2024.

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

Approved by the Mayor of said City this 3<sup>rd</sup> day of June, 2024.

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

ATTEST:

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

May 28, 2024

City Administrator Shaw,

The Human Resources Department is requesting an update to the Personnel Policies Manual. As you are aware, there are several policy updates, additions, changes and revisions that are needing to be made to our current version of the Personnel Policies Manual.

- 1) Staff has reviewed the Vacation and Sick Leave policies and are requesting the following updates:

- a. Regulation 6. Leave Time - 6.1 Vacation Leave, Section B. Maximum Accrual

- i. Currently policy reads:

The maximum new vacation leave balance that an employee may have available for use is 400 hours for general and police employees and 500 hours for fire shift employees, unless approved by the city administrator. Beginning on the first payroll of the 2012-13 fiscal year, (pay date April 5, 2012), any vacation leave balance that exceeds the maximum allowed will not have any additional time accrued until such time as the leave balance falls below the maximum allowed.

- ii. Proposed replacement language:

Any employee whose vacation hours exceed 400 hours for general or 500 hours for fire will be banked. Employees will be able to cash out any banked hours at any time throughout the year not to exceed four (4) times in a twelve (12) month period. Exceptions may be made at the recommendation of the Department Head and approval of the City or Assistant City Administrator. If an employee wishes to cash out banked time, they must submit a written request to the Human Resources Department.

- iii. Policy addition:

If an employee forfeits time during the pay period, they will receive accruals proportionate to the time paid.

b. Regulation 6. Leave Time - 6.2 Sick Leave Section, A. Accrual Rates

i. Policy addition:

If an employee forfeits time during the pay period, they will receive accruals proportionate to the time paid.

- 2) Volunteer Off Policy. It has been identified that they City would like to implement a Volunteer Off Policy. Please see the attached draft for consideration.

Sincerely,

Shannon Ramey-Trull  
Human Resources Director

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

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

**AN ORDINANCE OF THE CITY OF SEDALIA, MISSOURI, TO AMEND CHAPTER 10, ARTICLE IV OF THE CITY CODE BY ADOPTING CERTAIN INTERNATIONAL CODES RELATED TO CONSTRUCTION AND MAINTENANCE OF BUILDINGS.**

**WHEREAS**, the City Council has the authority regulate and control the construction of buildings pursuant to Section 77.500, RSMo.; and

**WHEREAS**, the City Council believes it necessary to adopt codes and standards for the construction and maintenance of buildings within the City to protect the health, safety, and welfare of residents; and

**WHEREAS**, the City Council has the authority to enact ordinances, rules, and regulations for the benefit of trade and commerce and to preserve the health of inhabitants pursuant to Section 77.260, RSMo.; and

**WHEREAS**, the City is authorized to enforce its ordinances, rules, and regulations with prosecution of municipal offenses pursuant to Section 77.590, RSMo.; and

**WHEREAS**, the City Council desires to adopt certain international codes related to the construction and maintenance of buildings by reference as authorized by Section 67.280, RSMo; provided, that such code be first filed in the office of the City Clerk and there kept available for public use, inspection, and examination for a period of ninety (90) days prior to the adoption of such ordinance; and

**WHEREAS**, after a series of meetings permitting the development community and public in general to provide input on proposed technical codes and their local amendments, a copy of those proposed technical codes and their respective local amendments were filed in the office of the City Clerk of the City of Sedalia on February 26, 2024, at 5:40 p.m., date is more than ninety (90) days prior to the date of this Ordinance.

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

**SECTION 1.** All references within the City Code Sedalia to the “2015 International Building Code” or “International Building Code, 2015 Edition” are hereby repealed and replaced with “International Building Code, 2021 Edition,” and all references within the City Code of Sedalia to the “2015 International Residential Code” or “International Residential Code, 2015 Edition,” are hereby repealed and replaced with “International Residential Code, 2021 Edition.”

**SECTION 2.** That Chapter 10, Article IV – Building Code, of the City Code of Sedalia, is hereby amended to read as follows:



Section 10-113. – Adoption of building codes.

The International Building Code, 2021 Edition, and the International Residential Code, 2021 Edition, of the International Code Council are the official building codes of the city and are incorporated herein by reference, except appendixes and as amended in this article.

Section 10-114.- Amendments – Building code.

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

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

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

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

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

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

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

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

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

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

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

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

"Fences not over 6 feet high."

(8) IBC Section 105.2.1, Emergency repairs, is hereby amended to read as follows:

"Where equipment replacements and repairs must be performed in an emergency situation, the permit application shall be submitted with 3 business days to the building official."

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

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

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

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

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

"Exception 4. Group E occupancies that undergo alterations or additions where the cost of compliance with ICC 500 Section 702 is greater than 20% of the total project cost may omit the requirements of ICC 500 Section 702 only. Exception 5. ICC 500 Sections 702.3 through 702.3.3 are hereby deleted in their entirety"

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

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

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

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

(15) IBC Table 1004.5, Maximum Floor Area Allowances Per Occupant, is hereby amended to add the following:

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

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

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

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

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

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

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

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

a. Appendix I, "Patio Covers"

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

c. Appendix K103.1, Exception is hereby amended to read as follows:

"Where equipment replacements and repairs must be performed in an emergency situation, the permit application shall be submitted with 3 business days to the building official."

Section 10-115.- Same-Residential code.

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

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

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

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

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

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

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

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

“Fences not over 6 feet height.”

(5) IRC Section R105.2.1, Emergency repairs, is hereby amended to read as follows:

“Where equipment replacements and repairs must be performed in an emergency situation, the permit application shall be submitted with 3 business days to the building official.”

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

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

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

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

Ground Snow load	20 psf
Wind Design Speed	115 mph
Wind Design Topographic effects	No
Wind Design Special Wind Region	No
Wind Design Wind-borne debris zone	No



Seismic Design Category	B
Subject to Damage from Weathering	Severe
Subject to Damage from Frost line depth	32"
Subject to Damage from Termite	Moderate to Heavy
Ice Barrier Underlayment Required (Eaves & Valley's)	Yes
Flood Hazards	November 30, 2023
Air Freezing Index	1054
Mean Annual Temp	55.3°F

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Saddle-type fittings

a. Except when connected to a public main.

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

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

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

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

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

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

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

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

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

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

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

a. Appendix AA, “Sizing and Capacities of Gas Piping”

b. Appendix AH, “Patio Covers”

c. Appendix AM, “Home Day Care - R-3 Occupancy”

d. Appendix AP, “Sizing of Water Piping System”

e. Appendix AQ, “Tiny Houses”

**SECTION 3.** All references within the City Code Sedalia to the “2015 International Existing Building Code” or “International Existing Building Code, 2015 Edition” are hereby repealed and replaced with “International Existing Building Code, 2021 Edition.”

**SECTION 4.** That Chapter 10, Article V – Existing Building Code, of the City Code of Sedalia, is hereby amended to read as follows:

Section 10-144. – Adoption by reference.

The International Existing Building Code, 2021 Edition, is the official existing building code of the city and is incorporated herein by reference, except appendixes and as amended in this article.

Section 10-145. – Amendments.

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

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

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

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

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

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

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

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

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

(6) IEBC Section 105.2.1, Emergency repairs, is hereby amended to read as follows:

"Where equipment replacements and repairs must be performed in an emergency situation, the permit application shall be submitted with 3 business days to the building official."

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

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

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



- (9) IEBC Section 708, Energy Conservation, is hereby deleted in its entirety.
- (10) IEBC Section 809, Energy Conservation, is hereby deleted in its entirety.
- (11) IEBC Section 907, Energy Conservation, is hereby deleted in its entirety.
- (12) IEBC Section 1104, Energy Conservation, is hereby deleted in its entirety.
- (13) Appendices. All appendices are deleted in their entirety.

**SECTION 5.** All references within the City Code Sedalia to the “2015 International Mechanical Code” or “International Mechanical Code, 2015 Edition” are hereby repealed and replaced with “International Mechanical Code, 2021 Edition.”

**SECTION 6.** That Chapter 10, Article VI – Mechanical Code, of the City Code of Sedalia, is hereby amended to read as follows:

Section 10-174.- Adoption by reference.

The 2015 edition of the International Mechanical Code of the International Code Council, Inc., is hereby adopted and is incorporated herein by reference, excluding all references to the ICC Electrical Code, the International Energy Conservation Code, and the International Private Sewage Disposal Code and also excluding in their entirety all appendices. All references to the International Code Council Electrical Code Administrative Procedures shall read and mean the currently adopted edition of the National Electrical Code.

Section 10.175.- Amendments.

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

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

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

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

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

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

Deleting the words “code official” and insert “Building Official”. All references to the “code



official”, as stated throughout this International Mechanical Code, shall hereby read “Building Official”.

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

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

(6) IMC Section 106.3.3, Emergency repairs, is hereby added to read as follows:

“Where equipment replacements and repairs must be performed in an emergency situation, the permit application shall be submitted with 3 business days to the building official.”

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

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

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

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

**SECTION 7.** All references within the City Code Sedalia to the “2014 National Electrical Code” or “National Electrical Code, 2014 Edition” are hereby repealed and replaced with “National Electrical Code, 2020 Edition.”

**SECTION 8.** That Chapter 10, Article VII – Electrical Code, of the City Code of Sedalia, is hereby amended to read as follows:

Section 10-204. -Adoption by reference.

(a) *Code adopted.* The 2020 edition of the National Electrical Code adopted by the National Fire Protection Association.

(b) *Amended.* The following sections of the The National Electrical Code, 2020 edition, adopted in subsection (a) of this section are hereby amended, deleted, or added as follows:

(1) All buildings or structures declared and posted as substandard or dangerous buildings due to electrical conditions, must if repaired or reconstructed, be brought up to passable standards and be wired in accordance with the present electrical code.

(2) All buildings or structures damaged by fire due to electrical conditions shall be inspected by an established electrical company having an existing electrical contracting license with the city before electrical power is reconnected or turned on.

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

(4) NEC Section 230.79 (D), All Others, is hereby amended to read as follows:

“For all other installations, the service disconnecting means shall have a rating of not less than 60 amperes with a main breaker.”

(5) NEC Section 250.52(A)(1), Metal Underground Water Pipe, is hereby amended to read as follows:

“Metal underground water pipe is not permitted as a grounding electrode in new construction. In existing construction, metal underground water pipe shall be discontinued as a grounding electrode upon renovation or upgrade of the electrical system or service, and shall be replaced with additional electrodes, at the discretion of the electrical inspector.

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

**SECTION 9.** All references within the City Code Sedalia to the “2015 International Plumbing Code” or “International Plumbinig Code, 2015 Edition” are hereby repealed and replaced with “International Plumbing Code, 2021 Edition,” and all references within the City Code of Sedalia to the “2015 International Fuel Gas Code” or “International Fuel Gas Code, 2015 Edition,” are hereby repealed and replaced with “International Fuel Gas Code, 2021 Edition.”

**SECTION 10.** That Chapter 10, Article VIII – Plumbing Code, of the City Code of Sedalia, is hereby amended to read as follows:

Section 10-227. – Adoption by reference of plumbing and gas code.

The 2015 edition of the International Plumbing Code and 2015 edition of the International Fuel Gas Code of the International Code Council, Inc., are hereby adopted and are therefore the Official Plumbing and Gas Codes of the City of Sedalia and are incorporated herein by reference, excluding all references to the ICC Electrical Code, the International Energy Conservation Code, the International Private Sewage Disposal Code and also excluding in their entirety all

appendixes. All references to the International Code Council Electrical Code Administrative Procedures shall read and mean the currently adopted edition of the National Electrical Code.

Section 10-228.- Amendments to plumbing and gas codes.

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

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

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

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

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

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

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

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

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

(6) IPC Section 106.3.3, Emergency repairs, is hereby added to read as follows:

“Where equipment replacements and repairs must be performed in an emergency situation, the permit application shall be submitted with 3 business days to the building official.”

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

6. Saddle-type fittings

- a. Except when connected to a public main.

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

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

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

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

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

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

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

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

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

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

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

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

- a. Appendix C, "Structural Safety"

- b. Appendix E, "Sizing of Water Piping System"

Chapter 10, Article VIII – Fuel Gas Code



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

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

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

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

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

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

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

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

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

(6) IFGC Section 106.3.2, Emergency repairs, is hereby added to read as follows:

“Where equipment replacements and repairs must be performed in an emergency situation, the permit application shall be submitted with 3 business days to the building official.”

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

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

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

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

“The test pressure to be used shall be not less than 1 ½ times the proposed maximum working pressure, but not less than 10 psig, irrespective of design pressure. For welded piping, and for piping carrying gas at pressures in excess of 14 inches water column pressure, the test pressure shall not be less than 60 psig. Where the test pressure exceeds 125 psig, the test pressure shall

not exceed a value that produces a hoop stress in the piping greater than 50 percent of the specified minimum yield strength of the pipe.”

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

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

**SECTION 11.** All references within the City Code Sedalia to the “2015 International Property Maintenance Code” or “International Property Maintenance Code, 2015 Edition” are hereby repealed and replaced with “International Property Maintenance Code, 2021 Edition.”

**SECTION 12.** That Chapter 10, Article X, Division 2 – International Property Maintenance Code, of the City Code of Sedalia, is hereby amended to read as follows:

Section 10-412.- Adoption by reference.

The International Property Maintenance Code, 2021 edition, of the International Code Council is the official property maintenance codes of the city and is incorporated herein by reference except as amended in this division and only to the extent that the provisions of the adopted code are not in conflict with state law.

Section 10-413.- Amendments.

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

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

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

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

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

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

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

(4) IPMC Section 107, Means of Appeal & Section 108, Board of Appeals, are deleted in their entirety and adding, “Application for Appeal. All appeals shall be conducted as set forth in

Division 3 of Article VI of Chapter 2, "Board of Appeals" of the Code of Ordinances, City of Sedalia, Missouri."

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

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

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

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

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

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

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

"Upon failure of the owner, owner's authorized agent or person responsible to comply with the notice provisions within the time given, the Building Official or their duly authorized agent shall post on the premises or on defective equipment a placard bearing the words "Dangerous Building; Do Not Enter" and a statement of the penalties provided for occupying the premises, operating the equipment or removing the placard. Such notice shall be posted in a conspicuous place in or about the structure or equipment affected by such notice. The structure shall then be vacated and the Building Official or their duly authorized agent shall cause the premises to be closed and secured so as not to be an attractive nuisance through any available public agency or by contract or arrangement by private persons."

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

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

"All premises and exterior property shall be maintained free from weeds or plant growth in excess of six (6) inches. All noxious weeds shall be prohibited. Weeds shall be defined as all

grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

**SECTION 13.** That Chapter 10, be amended to include a new Article, Article XVI – Swimming Pool and Spa Code, of the City Code of Sedalia, is hereby added to read as follows:

Chapter 10, Article XVI – Swimming Pool and Spa Code.

Adoption by reference and amendments.

The International Swimming Pool and Spa Code, 2021 edition, of the International Code Council is the official swimming pool and spa codes of the city and is incorporated herein by reference except as amended in this article and only to the extent that the provisions of the adopted code are not in conflict with state law.

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

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

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

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

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

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



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

(4) ISPSC Section 105.2.1, Emergency repairs, is hereby added to read as follows:

“Where equipment replacements and repairs must be performed in an emergency situation, the permit application shall be submitted with 3 business days to the building official.”

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

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

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

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

**SECTION 14.** All references within the City Code Sedalia to the “2015 International Fire Code” or “International Fire Code, 2015 Edition” are hereby repealed and replaced with “International Fire Code, 2021 Edition.”

**SECTION 15.** That Chapter 24, Article II – Fire Code, of the City Code of Sedalia, is hereby amended to read as follows:

Section 24-25.- Adoption by reference.

The International Fire Code, 2021 edition, together with appendixes B, C, and D, of the International Code Council, Inc., is the official fire code of the city and is incorporated herein by reference as well as any other sections of the 2021 International Fire Code as adopted hereafter by the City of Sedalia.

Section 24-26.- Amendments.

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

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

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

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

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

(3) IFC Section 105.1.4, Emergency repairs, is hereby amended to read as follows:

"Where equipment replacements and repairs must be performed in an emergency situation, the permit application shall be submitted with 3 business days to the building official."

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

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

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

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

"5. All other locking devices only permitted during an active intruder event in existing educational facilities. Alternate measures to prevent intrusion must be approved by the Authority Having Jurisdiction (AHJ)" (7) IFC Section 1103.5.3, Group I-2, Condition 2, is hereby amended to read as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION 16.** That a copy of all codes referenced herein, along with their respective local amendments, have been on file with the City Clerk for a period of more than ninety (90) days, and consequently, this Ordinance shall be in full force and effect upon an affirmative vote of the Council and the signature of the Mayor, and shall remain in effect until amended or repealed by the City Council.

**SECTION 17.** That all ordinances inconsistent herewith shall be repealed; however, the repeal of said ordinances does not affect any right which has accrued, any duty imposed, any penalty incurred, nor any proceeding commenced, under or by virtue of the ordinance repealed. The provisions of any ordinance, so far as they are the same as those of any prior ordinance, shall be construed as a continuation of such provisions and not as a new enactment.

**SECTION 18.** That the repeal of any ordinance or parts of an ordinance by this Ordinance shall not have any effect on existing litigation and shall not operate as an abatement of any action or proceeding under or by virtue of the repealed ordinance.

**SECTION 19.** Any ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent they conflict.

**SECTION 20.** The provisions of this Ordinance shall be severable, and any part of this Ordinance found to be invalid, unenforceable, or unlawful shall not affect the validity of the remainder of this Ordinance.

**SECTION 21.** That the City Clerk is authorized by this Ordinance to correct any scrivener's errors identified within this Ordinance.

**SECTION 22.** That the codifier of the Sedalia Municipal Code is authorized to make numbering and formatting changes as necessary for conformity within the Code.

**SECTION 23.** General penalty; continuing violations.

(1) Any violation of this Ordinance or any corollary Code provision is subject to citation, prosecution, and fine not exceeding \$500.00 pursuant to Section 77.590, RSMo, and in compliance with City Code Section 1-14.

(2) Each day any violation of this Ordinance or any corollary Code provision shall continue, shall constitute a separate offense.

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 3<sup>rd</sup> day of June, 2024.

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

Approved by Mayor of said City this 3<sup>rd</sup> day of June, 2024.

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

ATTEST:

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

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

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

**AN ORDINANCE OF THE CITY OF SEDALIA, MISSOURI, APPROVING AND ANNEXING AN UNINCORPORATED AREA OWNED BY LIAHONA WEST, LLC INTO THE CITY OF SEDALIA, MISSOURI, ADJACENT AND CONTIGUOUS TO EXISTING CORPORATE LIMITS OF SAID CITY.**

**WHEREAS**, it is reasonable and necessary to the proper development of the City of Sedalia, Missouri, and stating that the City of Sedalia, Missouri, has the ability to furnish normal municipal services to said area within a reasonable amount of time after annexation becomes effective; and

**WHEREAS**, on April 26, 2024, a petition was submitted to the City Council of Sedalia, Missouri, under the provisions of Section 71.012 RSMo. whereby Liahona West, LLC hereinafter described desires to have said real estate annexed into the corporate limits of the City of Sedalia, Missouri; and

**WHEREAS**, the City Council of the City of Sedalia, Missouri, held a public hearing on the 20<sup>th</sup> day of May, 2024, after having first given public notice of said public hearing by publication on May 10, 2024, in The Sedalia Democrat; and

**WHEREAS**, after considering and studying said request for annexation to the City of Sedalia, Missouri, and hearing evidence thereon, the City Council of the City of Sedalia, Missouri, does declare that said annexation is necessary for the reasonable and proper development of the City of Sedalia, Missouri, and that the City of Sedalia has the ability to furnish normal municipal services to said area within reasonable time after said annexation becomes effective and said area is contiguous to the existing corporate limits of the City of Sedalia, Missouri; and

**WHEREAS**, no written objections to said proposed annexation have been filed with the governing body of the City of Sedalia within fourteen (14) days after said public hearing.

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

**Section 1.** That under the provisions of Section 71.012 RSMo. the City Council of the City of Sedalia, Missouri, hereby declares that annexation of the land hereinafter described be and is necessary for the reasonable and proper development of the City of Sedalia, Missouri; that the City of Sedalia has the ability to furnish normal municipal service to said area within reasonable time after said annexation becomes effective; that said area is contiguous to the existing corporate limits of the City of Sedalia, Missouri; and should be a part of said City; said tract being a part of Pettis County, Missouri, is more particularly described on Exhibit A attached hereto.



**Section 2.** The entire tract shall be zoned R-3 Multi-family Residential. The legal description is more particularly described on Exhibit A attached hereto.

**Section 3.** The City Clerk is hereby ordered and directed to cause three certified copies of this ordinance to be filed with the Office of County Clerk of Pettis County, Missouri, and placed on record 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 3<sup>rd</sup> day of June, 2024.

---

Presiding Officer of the Council

Approved by the Mayor of said City this 3<sup>rd</sup> day of June, 2024.

---

Andrew L. Dawson, Mayor

ATTEST:

---

Jason S. Myers  
City Clerk

## EXHIBIT A

### Legal description:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF 12<sup>TH</sup> STREET AND THE EASTERLY RIGHT-OF-WAY LINE OF WINCHESTER DRIVE, IN PETTIS COUNTY, MISSOURI; THENCE SOUTH 37°20'46" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 56.06 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE ALONG CURVE TO THE LEFT HAVING A RADIUS OF 275.0 FEET AN ARC DISTANCE OF 177.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 275.0 FEET AN ARC DISTANCE OF 68.22 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE SOUTH 88°27'20" EAST, 89.19 FEET TO THE NORTHWEST CORNER OF TRACT 1 IN THOMPSON ADDITION PART 8, AN ADDITION TO THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI; THENCE SOUTH 01°32'40" WEST, ALONG THE WEST LINE OF SAID TRACT, 600.0 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 88°27'20" WEST, 348.26 FEET; THENCE NORTH 01°32'40" EAST, 453.55 FEET; THENCE NORTH 52°39'14" EAST, 246.68 FEET TO THE POINT OF BEGINNING. BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 45 NORTH, OF RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN, PETTIS COUNTY, MISSOURI.

## PETITION FOR ANNEXATION

COMES NOW: Liahona West, LLC doing business in Sedalia, Pettis County, Missouri, hereinafter called "Petitioner", and being first duly sworn on its oath, states the following, to-wit:

1. That Petitioner is the owner of all fee interests of record in the tract of land described on Exhibit A and attached hereto and made a part hereof as though set out herein verbatim, and which is contiguous and compact to the existing city limits of the City of Sedalia, Missouri.
2. Petitioner requests that said property be annexed into the City of Sedalia, Missouri, and further requests that the following tract of land described in Exhibit A be zoned R-3
3. That Petitioner is authorized to present this verified petition to the City Council of Sedalia, Missouri.

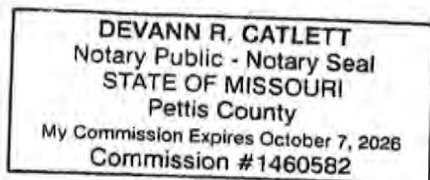
By: Jeffrey Redford  
Name: Jeffrey Redford  
Title: Owner of Liahona West, LLC

State of Missouri )  
                                  ) SS

County of Pettis )

On this 20th day of April, 2024, before me personally appeared Jeffrey Redford to me personally known, who being duly sworn, did say that he is owner, and that the foregoing instrument was signed and sealed on behalf of Liahona West, LLC.

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



[Signature]  
Notary Public

(SEAL)

**Exhibit A**

**Legal Description**



**2021-0175**

RECORDED ON

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PAGES: 2

BARBARA CLEVENGER  
RECORDER OF DEEDS  
PETTIS COUNTY, MO

**QUIT CLAIM DEED**

THIS INDENTURE, made on the 2<sup>nd</sup> day of January, A.D. 2021 by and between Grantor **Mary K. Beard, M.D., L.L.C.**, a limited liability company duly organized under the laws of the State of Missouri, party of the first part, and Grantee **Liahona West, L.L.C.**, a limited liability company duly organized under the laws of the State of Missouri, party of the second part.

Grantee's Mailing Address: 13343 Alpine Cove Drive, Alpine, Utah 84004.

WITNESSETH, That the said party of the first part, in consideration of the sum of **Ten Dollars (\$10.00)** and other good and valuable considerations to it paid by the said party of the second part, the receipt of which is hereby acknowledged does by these **Presents, Remise, Release, and forever Quit-Claim** unto the said party of the second part the following described Lots, Tracts, or parcels of land lying, being, and situated in the County of **Pettis** and State of **Missouri**, to-wit:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF 12<sup>TH</sup> STREET AND THE EASTERLY RIGHT-OF-WAY LINE OF WINCHESTER DRIVE, IN PETTIS COUNTY, MISSOURI; THENCE SOUTH 37°20'46" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 56.06 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE ALONG CURVE TO THE LEFT HAVING A RADIUS OF 275.0 FEET AN ARC DISTANCE OF 177.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 275.0 FEET AN ARC DISTANCE OF 68.22; FEET THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE SOUTH 88°27'20" EAST, 89.19 FEET TO THE NORTHWEST CORNER OF TRACT 1 IN THOMPSON ADDITION PART 8, A ADDITION TO THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI; THENCE SOUTH 01°32'40" WEST, ALONG THE WEST LINE OF SAID TRACT, 600.0 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 88°27'20" WEST, 348.26 FEET; THENCE NORTH 01°32'40" EAST, 453.55 FEET; THENCE NORTH 52°39'14" EAST, 246.68 FEET TO THE POINT OF BEGINNING. BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 45 NORTH, OF RANGE 21 WEST OF THE FIFTH PRINCIPLE MERIDIAN, PETTIS COUNTY, MISSOURI.

Subject to easements apparent or of record and restrictions, if any.

RECITE: **Mary K. Beard is one and the same person as Mary K. Beard-Reese**



**TO HAVE AND TO HOLD** the same, with all the rights, immunities, privileges and appurtenances thereto belonging unto said party of the second part and its heirs and assigns forever; so that neither the said party of the first part nor its heirs; nor any other person or persons, for it or in its name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

**IN WITNESS WHEREOF**, Mary K. Beard, M.D., L.L.C. has caused this instrument to be executed by its duly authorized officer as of the day and year first above written.



Mary K. Beard, M.D., L.L.C.

  
Mary K. Beard-Reese, Manager

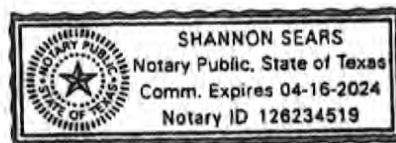
STATE OF TEXAS )  
COUNTY OF DALLAS ) ss

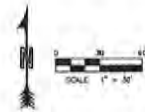
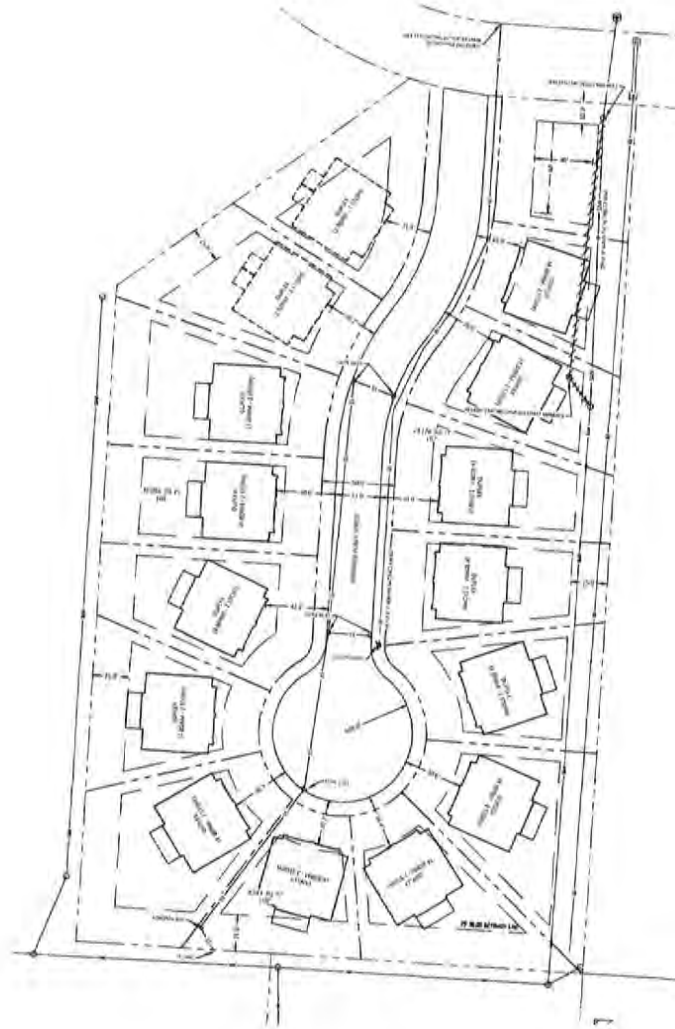
On this 7<sup>th</sup> day of Jan, A.D., 2021 before me personally appeared Mary K. Beard-Reese, to me known, who being by me duly sworn, who did say that she is the Manager of Mary K. Beard, M.D., L.L.C. and acknowledged that she signed the said instrument of her free act and deed.

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

  
Notary Public Signature

My Commission Expires: 4-16-2024





 <b>BROADFOOT ENGINEERING, LLC</b> 20177 Cypress Road Omaha, Nebraska 68131 (402) 541-0001 bfe@broadfooteng.com																
<b>PRELIMINARY</b>																
Sharon J. Broadfoot Professional Engineer PE - 000895425																
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<b>DUPLEXES - LIAHONA WEST LLC</b> 1001 W LIAHONA STREET OMAHA, NEBRASKA 68131																
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<b>OVERVIEW SITE LAYOUT &amp; PUBLIC INFRASTRUCTURE PLAN</b>																
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**BILL NO.** \_\_\_\_\_

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

**AN ORDINANCE AUTHORIZING AN AMENDED PAUL BRUHN GRANT SUB-RECIPIENT GRANT AGREEMENT FOR 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**, the scope of work that was approved by Ordinance Number 12035 at the May 6, 2024 Council Meeting needs to be amended from exterior brickwork and roofing to build back and reconstruction of sandstone and treatment sealer application; all other terms to remain the same as more fully described in the proposed amended 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.** Ordinance Number 12035 is hereby amended.

**Section 2.** The Paul Bruhn Grant Sub-Recipient Grant Agreement for 322 South Ohio approved on May 6, 2024 by Ordinance Number 12035 is hereby amended to reflect the correct scope of work.

**Section 3.** The Council of the City of Sedalia, Missouri hereby approves and accepts the amended grant agreement in substantively the same form and content as it has been proposed.

**Section 4.** 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 amended agreement in substantively the same form and content as it has been proposed.

**Section 5.** 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 6.** 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 3<sup>rd</sup> day of June 2024.

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

Approved by the Mayor of said City this 3<sup>rd</sup> day of June 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 experienced mason to build back and reconstruct severely deteriorated sandstone as needed along with applying Prosoco Natural Stone Treatment Sealer to further protect and extend the life of the historical Trust 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**

**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 2025 in accordance with the requirements of Section 67.010, RSMo, by Ordinance No. 11990 on March 18, 2024, 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 WPC Fund must be increased by a total of \$52,546.12 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 Mobile Pump.

**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 June 3, 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 WPC MOBILE PUMP PURCHASE.**

**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 3<sup>rd</sup> day of June 2024.

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

Approved by the Mayor of said City this 3<sup>rd</sup> day of June 2024.

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

ATTEST:

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

Exhibit A  
City of Sedalia  
FY25 Budget Amendment 6/3/2024 WPC Mobile Pump Purchase

Account / Description	Current Budget	Change	Amended Budget	Comments
Expenditures / Uses of Funds				
61-51-351-00 Equipment	209,192.60	52,546.12	261,738.72	Mobile Pump Purchase
Total Expenditure Change		52,546.12		
		<u>(52,546.12)</u>		Net Increase (Decrease) In Projected Fund Balance

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

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

**AN ORDINANCE RATIFYING THE PURCHASE OF A PORTABLE DIESEL PUMP FOR THE NORTH WASTEWATER TREATMENT PLANT.**

**WHEREAS**, The City of Sedalia, Missouri, has received a quote from FTC Equipment for the purchase of a portable diesel pump to be utilized by the North Wastewater Treatment Plant; and

**WHEREAS**, under the quote, the City of Sedalia shall pay the total sum and amount of Fifty-two Thousand Five Hundred Forty-six Dollars and Twelve Cents (\$52,546.12) to FTC Equipment for said pump as more fully described in the quote attached to this Ordinance and incorporated by reference herein.

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

**Section 1.** The Council of the City of Sedalia, Missouri, hereby approves and accepts the quote by and between the City of Sedalia, Missouri, and FTC Equipment 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 said quote, in substantively the same form and content as it has been proposed.

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

**Section 4.** This ordinance shall 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 3<sup>rd</sup> day of June 2024.

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

Approved by the Mayor of said City this 3<sup>rd</sup> day of June 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*

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To: Matt Wirt, Assistant City Administrator  
From: William Bracken, Utility Director  
Date: May 28th, 2024  
Subject: Diesel pump for North WW Plant

Recently, a pump and other plumbing equipment was found to be inoperable at the North Waste Water treatment plant during a routine inspection. To prevent raw sludge from discharging to the nearby waterway staff engineered a plan that will meet permit requirements and be the most cost-effective repair. The repair requires a mobile diesel-powered pump to return sludge to the temporary clarifier which in turn, will prevent raw sludge from discharging to the waterway. Due to the urgency to make the repair and meet permit requirements Mayor Dawson approved an emergency expenditure to purchase the mobile diesel-powered pump. This pump will be utilized until the plant is phased out in 2028 and will prevent the need to rent a pump at a cost of over \$6000/month. Purchasing a mobile pump also allows for the equipment to be used in other emergencies or during the need for temporary maintenance work requiring a pump.

Staff quickly sought quotes from three suppliers and received the following estimates: Coffman Equipment- \$53,398.18, KM Specialty Pumps- \$66,985 and FTC Equipment- \$52,546.12. Staff purchased the pump from FTC Equipment as they were the lowest bidder and also provided the shortest lead time. FTC Equipment is also contracted to provide other pumps and equipment for our waste water treatment plants.

The diesel pump was not planned in the FY25 budget due to the equipment failure being an unforeseeable repair. Staff requests a budget amendment for the purchase price in the WPC capital equipment account.

Phone: 816-833-7200  
Fax: 816-833-1074

4/30/2024

14535

Name/Address

City of Sedalia  
Attn: Accounts Payable  
200 S. Osage  
Sedalia, MO 65301

Ship To

City of Sedalia  
20001 Menefee Rd  
Sedalia, MO 65301

Terms

Rep

FOB

W/O Number

Net 30

House

Factory

Qty	U/M	Item	Description	Rate	TOTAL
1	EA	6JSCE-DCUST-2.8T-MC	Facility: Central WWTP Location:  Quote Diesel Pump  6" trailer mounted, air compressor assisted dry priming Enviroprime pump capable of maximum flows to 2,680 GPM and maximum heads to 190' TDH at 2000 RPM. This pump will be powered by a 74 HP final tier 4 Cummins model QSB2.8 diesel engine that is controlled by a RECON 2000 automatic start stop control panel with dual float switches and all will be mounted on a 114 Gallon modular fuel frame trailer. Lead Time: 1 Week  Freight included	52,546.12	52,546.12
We appreciate the opportunity to be of service to you!				<b>Subtotal</b>	\$52,546.12
<b>TERMS AND CONDITIONS:</b> Terms are net 30 days. Accounts not paid within terms are subject to a 1.5% service charge per month. Prices quoted are valid for 30 days from the date of this quote. Prices do not include any applicable taxes or freight charges. Freight is FOB factory. A convenience fee of 4% will be added to all credit card transactions.				<b>Sales Tax (8.975%)</b>	\$0.00
				<b>TOTAL</b>	\$52,546.12



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

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

**AN ORDINANCE AUTHORIZING A PRELIMINARY DESIGN-BUILD AGREEMENT FOR NORTH AND CENTRAL WASTEWATER TREATMENT PLANTS FACILITY PLAN.**

**WHEREAS**, the City of Sedalia, Missouri has received a proposal to enter into a Preliminary Design-Build Agreement by and between the City of Sedalia, Missouri and Burns & McDonnell Engineering Company, Inc. for the North and Central Wastewater Treatment Plants Facility Plan; and

**WHEREAS**, under the proposal, the City of Sedalia, Missouri shall pay Burns & McDonnell Engineering Company, Inc. the sum and amount of Five Hundred Seventy-two Thousand Eight Hundred Fifty-one Dollars (\$572,851.00) as more fully described in the proposed Agreement attached to this Ordinance and incorporated by reference herein.

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

**Section 1.** The Council of the City of Sedalia, Missouri hereby approves and accepts the Preliminary Design-Build Agreement by and between the City of Sedalia, Missouri and Burns & McDonnell Engineering Company, Inc. as the Agreement has been proposed.

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

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

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

Read two times by title, copies of the proposed Ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 3<sup>rd</sup> day of June, 2024.

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

Approved by the Mayor of said City this 3<sup>rd</sup> day of June, 2024.

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

ATTEST:


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

# MEMO

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**TO:** Mayor and City Council

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

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

**SUBJECT:** **PHASE 1 – AGREEMENT BETWEEN BURNS & McDONNELL AND THE CITY OF SEDALIA TO DEVELOP AND OBTAIN APPROVAL OF A FACILITY PLAN FOR THE NORTH AND CENTRAL WWTP'S TO COMPLY WITH THE ABATEMENT ORDER ON CONSENT (AOC) ISSUED BY MDNR TO THE CITY OF SEDALIA (ORDER NO. 2024-WPCB-1873)**

**DATE:** May 29, 2024

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Background:

The City was issued an AOC on March 27, 2024. The main emphasis of the AOC is to bring both the North and Central WWTP's into compliance with the issued NPDES permits for each plant. In determining the most efficient way to accomplish this there are two main areas of focus: 1) Build a new North WWTP at a new location (site has been secured) and upgrade certain processes at the Central WWTP, or 2) Expand the existing Central WWTP to accommodate the flows from the existing North WWTP with additional upgrades to certain processes. It was determined, after reviewing existing data, limitations on receiving streams, and the ability to expand for future growth, the most economical way to meet the requirements of the AOC and future limitations was to build a new North WWTP facility and upgrade the existing Central WWTP processes.

The City has already secured a \$60M bond authority for this purpose through the election process in early February 2024. It is the City's intent to apply for a State Revolving Fund (SRF) loan for the proposed improvements. In applying for SRF Funding, this will afford the City a very low interest rate and may open up opportunities for Grants.

The City has also selected a Design/Build Engineering firm (Burns and McDonnell) and an Owners Agent (HDR, Inc.) through the RFQ process as required by state law and meeting the requirements of the SRF process.

This project (new North WWTP facility and Upgraded Central WWTP (headworks and solid handlings) is anticipated to be a three stage process.

Phase 1 consists of the Facility Plan, Industrial Pretreatment Program Evaluation, Environmental Studies, and Central WWTP Condition Assessment; Phase 2 consists of preliminary design, preconstruction activities and development of the Stipulated Price Proposal for the detailed design and construction of the Project; Phase 3 consists of detailed design and construction of the improvements identified in Phase 1.

Phase 1 – is to complete a Facility Plan meeting the requirement of MoDNR and as required by the AOC and has a deadline of March 27, 2025.

Discussion:

Phase 1 as proposed by Burns & McDonnell has the following key components:

Task 100/200/300 (\$419,051.00)

**Task 100** – Project Management and Administration

**Task 200** – Design Basis (Flow and Load Projections, Load Study and Electrical Work, Updated Antidegradation Studies and Regulatory Guidance, Field Verification Site Visit, and Recommended Long-Term Sampling Plan

**Task 300** – Facility Plan (Preliminary Review, Alternatives Evaluation, Floodplain Evaluation, Geotechnical Investigation, Conceptual Design of Preferred Alternatives, and Final Report (submitted as required by the AOC).

Task 400 (\$31,334.00)

**Task 400** – Industrial Pretreatment Program Evaluation. NOTE: this was an optional task staff asked to be included in the proposal. It is recommended because of new industrial users being identified in the City, a requirement by MDNR to submit a new Local Limits Plan (which is required every 5 years), and with the construction of a new North WWTP and upgraded Central WWTP (Headworks and Solids Handling)

Task 501 – 505 (\$34,942.00)

**Task 501- 505** – SRF Agency Correspondence, EID Development and Desktop Studies, and SRT Coordination

Task 506 (\$45,000.00)

**Task 506** – Environmental Field Surveys (Optional), this would be required if any agency requested or required a more in-depth review above and beyond the Desktop Studies as completed in Tasks 501 – 505. Staff is recommending spending authority; however these funds would not be used unless required.

Task 600 (\$42,524.00)

**Task 600** – Condition Assessment of the Central WWTP. The purpose of this task is to provide the City with an overview (condition) of all assets at the Central WWTP facility which are not anticipated to be upgraded in this project. The results and recommendations of the Condition Assessment shall be a “stand-alone” summary report; which will provide the City with preliminary phasing of rehabilitation or improvement projects.

Recommendation:

City staff recommends the City Council approve Phase 1 of this project as outlined in the attached documents from Burns & McDonnell in the amount of \$572,851.00.



**Preliminary Design-Build Agreement  
City of Sedalia, Missouri  
North and Central WWTP Facility Plan**

This **AGREEMENT** entered this \_\_\_\_ day of \_\_\_\_\_ 2024, between the City of Sedalia, Missouri (hereinafter "Owner") and Burns & McDonnell Engineering Company, Inc. (hereinafter "DESIGN-BUILDER"), for the Facility Plan, Industrial Pretreatment Program Evaluation, and Permitting Assistance for the North WWTP and Central WWTP Improvements Project in the City of Sedalia, Missouri (Project). The Parties anticipate that the project will be executed in three Phases: Phase 1 consists of the Facility Plan, Industrial Pretreatment Program Evaluation, Environmental Studies, and Central WWTP Condition Assessment; Phase 2 consists of preliminary design, preconstruction activities and development of the Stipulated Price Proposal for the detailed design and construction of the Project; Phase 3 consists of detailed design and construction of the improvements identified in Phase 1. The parties further anticipate that a Phase 2/3 Progressive Design-Build Agreement will be executed after the delivery of the Phase 1 Design Build Proposal. This Preliminary Design-Build Agreement creates no future obligation for the parties to execute a Phase 2/3 Progressive Design-Build Agreement.

Until such time as an Agreement for Phase 2 and 3 is reached, the parties agree as follows:

The DESIGN-BUILDER is authorized to proceed with the activities as stated below.

**I. GENERAL**

The following paragraphs provide a general description of the WORK required for this Scope of Services. Subsequent paragraphs describe in detail the professional services to be provided by the DESIGN-BUILDER.

- A. The Project: The OWNER contracts with the DESIGN-BUILDER to provide a Facility Plan, which will include a projection of future flows and loads, recommendations for upgrades and repairs, process improvements, and development of conceptual design for a new North Wastewater Treatment Plant (WWTP) and improvements to the existing Central WWTP to address regulatory compliance and phased project implementation to accommodate service area growth.
1. Project shall consider (1) construction of a new North WWTP at a property already procured by the OWNER, including conveyance of wastewater from the existing North WWTP to the new North WWTP, and (2) screening and solids dewatering plant improvements at the Central WWTP to achieve compliance and provide for more reliable operation. Wet weather flow handling and equalization at or adjacent to the WWTPs shall be assumed adequate and not further evaluated in the Facility Plan.
- B. Background Information and General Description of Activities.
1. The OWNER is undertaking this project to develop a Facility Plan for the North WWTP and Central WWTP to bring both facilities into regulatory compliance, to satisfy requirements in the current abatement order on consent (AOC) at both facilities, and to be able to address future regulatory requirements.
  2. Previous reports, operations data, sludge production and annual sludge reports, lab data, and as-constructed drawings shall be made available by the OWNER to the DESIGN-BUILDER. This information shall be provided as is available for both the North WWTP and Central WWTP.





3. The Owner has completed a local limits evaluation for industrial dischargers and maintains an existing pretreatment program. Management of the existing pretreatment program is at the sole discretion and responsibility of the OWNER. OWNER is currently sampling select dischargers to identify sources of excessive loading. DESIGN-BUILDER will review all available existing pretreatment permits, and available water quality data, and provide recommendations for modifications to existing permit limits and future permit limits.
  4. DESIGN-BUILDER shall submit meeting agendas and expected DESIGN-BUILDER attendees prior to each meeting and distribute draft meeting minutes within three (3) business days of each meeting.
  5. For the Central WWTP:
    - a. DESIGN-BUILDER shall conduct a preliminary condition assessment of the existing facility, including buildings, structures, electrical gear, instrumentation, and rotating equipment.
    - b. DESIGN-BUILDER shall identify key process elements to attain compliance with the AOC and process capacities of existing equipment relative to current loadings. DESIGN-BUILDER will make recommendations in accordance with the AOC for new screening, solids dewatering and phosphorus removal processes.
  6. The overall condition of the electrical system will also be evaluated and suggested improvements identified. Remaining items associated with primary clarifiers, secondary clarifiers, pumps, ultraviolet disinfection, cascade aeration and sludge holding are not included in this Facility Plan and are assumed to be the responsibility of the OWNER.
- C. Follow-On Phases. At the discretion of the OWNER and after completion of the Project, the DESIGN-BUILDER may be requested to provide other services, including additional design work or initiation of Phase I Design-Build services.
- D. Collaboration. The DESIGN-BUILDER shall collaborate as necessary with regulators, Army Corp of Engineers, other utilities, and the railroad authority as required to support the Project.
- E. Task Series Listing. The Basic Scope of Services is organized under the following Task Series:
1. Task 100 – Project Management and Administration
  2. Task 200 – Design Basis
  3. Task 300 – Facility Plan
  4. Task 400 – Industrial Pretreatment Program Evaluation
  5. Task 500 – Permitting Assistance
  6. Task 600 – Central WWTP Condition Assessment
- F. Explicit Responsibilities. The Scope of Services explicitly sets forth what DESIGN-BUILDER will perform and does not implicitly put any additional responsibilities or duties upon DESIGN-BUILDER. The DESIGN-BUILDER agrees to provide the specific Basic Services as identified herein. Work not specifically discussed herein shall not be performed without an amendment or shall be provided as Optional Services upon written authorization from the OWNER.
- G. OWNER Responsibilities.



1. The OWNER shall continue to sample influent at the Central WWTP and North WWTP and provide sampling results to DESIGN-BUILDER for further evaluation.
2. The OWNER shall manage industrial dischargers and provide identification of sources and information regarding water quality and daily flows to DESIGN-BUILDER as available.
3. Any wet weather programs or collection system analyses for infiltration & inflow (I/I) is outside of the scope of this Project and OWNER shall coordinate with DESIGN-BUILDER as necessary for any impacts that separate planning activities have on the Project.
4. The OWNER shall arrange meetings with MDNR. DESIGN-BUILDER shall be included in all meetings and correspondence with MDNR.

## **II. PROJECT MILESTONES AND OWNER REVIEW REQUIREMENTS**

- A. All Tasks identified in this Scope of Services shall be completed within 180 days following the OWNER's issuance of a Notice to Proceed (NTP) to the DESIGN-BUILDER.
- B. Amendments or Optional Services requested by the OWNER shall be reviewed by the DESIGN-BUILDER, and DESIGN-BUILDER shall be able to negotiate extension of schedule to comply with additional scope.
- C. The OWNER hereby commits to review deliverables and provide comments within a seven (7) or mutually agreed upon calendar day period. A review meeting will be scheduled and conducted by DESIGN-BUILDER no more than fourteen (14) calendar days after receipt of written, consolidated OWNER review comments, unless mutually agreed upon date outside this schedule window is selected.

## **III. BASIC SCOPE OF SERVICES**

The following Task Series describe the Basic Scope of Services provided by the DESIGN-BUILDER under the Project.

### **TASK SERIES 100 – PROJECT MANAGEMENT AND ADMINISTRATION**

The purpose of Task Series 100 is to manage, direct, and oversee each element of Basic Scope of Services identified herein and subcontractors employed by the DESIGN-BUILDER in completion of the Project. The following management activities will be provided by DESIGN-BUILDER.

#### **Task 101      Project Management Services**

Provide project administration management services necessary throughout the Project to successfully manage and complete the Work, including project correspondence and consultation with OWNER staff; supervision of services; implementation of a project specific Work Plan; scheduling and assignment of personnel resources; continuous monitoring of work progress; and maintenance of project controls. The DESIGN-BUILDER shall prepare a monthly status report and invoices and will monitor project budget, labor hours expended and schedule on a weekly basis throughout the project. The monthly status reports will describe the work completed during the previous month, anticipated work for the following month, current budget and schedule status, and any project issues requiring discussion or resolution.



#### **Task 102      Quality Control**

DESIGN-BUILDER's Quality Control Program shall be implemented on all phases of the project to provide an independent review of the Work. Quality control reviews shall include checks of conformance with regulatory agency requirements, completeness and correctness of evaluations, design accuracy, feasibility of implementing recommendations, and adherence to contract requirements.

#### **Task 103      Project Kickoff Meeting**

After Notice to Proceed is given by OWNER, DESIGN-BUILDER shall organize and conduct a Project Kickoff Meeting with the OWNER to review and establish project goals, lines of communication, project procedures, review draft outline of DESIGN-BUILDER's proposed Work Plan, and other logistics of project execution, including anticipated project schedule and general content of subsequent monthly progress meetings. Prepare and submit an agenda to OWNER Staff three (3) business days prior to the meeting, and prepare and distribute meeting minutes within three (3) business days of the meeting date.

#### **Task 104      Work Plan**

1. Work Plan Format. DESIGN-BUILDER shall prepare a written Work Plan. The Work Plan for the Project includes, at a minimum, the following:
  - a. A summary of key team member roles and responsibilities, including all task managers, field crew leaders, and their contact information. Any major changes to personnel assignments shall be noted and the Work Plan amended.
  - b. A summary of Project's Scope of Services.
  - c. Detailed schedule for performance of all work.
  - d. Communication protocols for the project team.
  - e. Documents format, naming conventions, storage, handling and distribution details as needed to support the function of the project team.
  - f. Define any issues requiring special collaboration with OWNER, and/or adjacent projects.
2. Submitting Work Plan. DESIGN-BUILDER shall submit the draft Work Plan (a single electronic file in portable document format – PDF) within seven (7) calendar days of the NTP. OWNER shall review the draft Work Plan and provide comments within seven (7) calendar days of receipt. DESIGN-BUILDER shall revise the draft Work Plan as necessary and submit an updated electronic PDF file within 14 calendar day of receipt of OWNER comments. The Work Plan shall be updated and maintained throughout the Project, with updates provided to OWNER when requested.

#### **Task 105      Progress Meetings**

Participate in up to six (6) monthly progress meetings with OWNER to provide updates of work progress, budget and schedule status, current issues, variances in the potential scope of work, review Action Items, Decision Logs, and potential cost savings concepts. Anticipated future activities and OWNER action items shall be discussed. DESIGN-BUILDER shall prepare and submit an agenda to OWNER prior to each meeting and prepare/distribute meeting minutes to document the meeting. Up to three (3) of the monthly progress meetings shall be attended in person by DESIGN-BUILDER at a OWNER facility of their choosing.



## **TASK SERIES 200 – DESIGN BASIS**

### **Task 201      Flow and Load Projections**

1. Information generated in previous studies shall be relied upon, unless updated information is provided by OWNER.
2. DESIGN-BUILDER shall generate current influent wastewater flows and pollutant loadings independently for the North Service Area and Central Service Area based on current and historical influent wastewater data provided by OWNER. DESIGN-BUILDER shall summarize method of analysis.
3. DESIGN-BUILDER shall develop influent wastewater basis of design for Facility Plan for each Service Area, using the current influent wastewater flows and pollutant loadings and applying anticipated growth as directed by OWNER. All service area growth incorporated into the design basis shall be assumed to be "Medium Strength" domestic wastewater, as defined in Table 3-18 of Metcalf & Eddy 5<sup>th</sup> Edition. Typical maximum month and peak day peaking factors shall be applied to projected incremental flows and loadings and shall be developed using peaking factors documented in WEF Manual of Practice No. 8 for separate sanitary sewer systems.
  - a. This scope assumes that Central WWTP Service Area is not projected to exceed the current permitted capacity of 3.03 MGD average annual daily flow.
  - b. Peak hydraulic flow for North WWTP and Central WWTP shall be determined based on collection system modeling and equalization volume.
4. DESIGN-BUILDER shall provide Technical Memorandum (TM) that documents the current flows and loadings, projected increase in flows and loadings, and basis of design used for Facility Plan development.

### **Task 202      Load Study and Electrical Work**

DESIGN-BUILDER will perform a visual review of the condition of electrical power feeds from incoming utility, switchgear, substations, and MCCs at the Central WWTP. DESIGN-BUILDER will provide an opinion regarding the available capacity of the existing power feed and any improvements needed to meet current code and OWNER's preference for redundancy.

### **Task 203      Updated Antidegradation Studies and Regulatory Guidance**

DESIGN-BUILDER shall update water quality and antidegradation review (WQAR) workplan, conduct waste load allocation modeling, and develop a preliminary report to inform the facility planning process and identify wastewater treatment requirements for the planned improvements at the new North WWTP. Individual elements of this work include:

1. Participation in discussions with OWNER to help guide plan for updated antidegradation study required to be completed to support Facility Plan.





#### **Task 204      Field Verification Site Visit**

DESIGN-BUILDER shall conduct one field verification site visit with OWNER staff, that includes a site walk of Central WWTP, the existing North WWTP, and/or the proposed new North WWTP property, as necessary. This meeting is to be held following completion of site investigation activities and review of existing information. The purpose of this meeting is to confirm the findings from the investigations done under Task 200 and previous work. Meeting minutes from the field review meeting will be developed and distributed to document field direction, topics of concurrence, and recommendations.

#### **Task 205      Recommended Long-Term Sampling Plan**

DESIGN-BUILDER shall provide recommendations to OWNER on extended sampling campaign to better characterize influent loading at the North WWTP and Central WWTP to support design during the Facility Plan.

1. Sampling plan shall provide for weekly testing. DESIGN-BUILDER shall review data each month and make recommendations on updating sampling regimen to optimize laboratory testing expenditures by the OWNER.
2. OWNER shall provide tracking of sludge hauled from the North WWTP and Central WWTP, including daily estimates for the following:
  - a. Sludge feed to dewatering:
    - i. Total volume
    - ii. Percent solids
  - b. Dewatered cake:
    - i. Total volume
    - ii. Percent solids

### **TASK SERIES 300 – FACILITY PLAN**

#### **Task 301      Preliminary Review**

1. DESIGN-BUILDER shall confirm existing evaluations of the hydraulic and process treatment capacity of the existing liquid and solids processes at the Central WWTP.
  - a. An initial evaluation will be a "desktop" analysis and will include data from available sources, as-constructed drawings, and plant performance data provided by the OWNER. It will not include field performance measurements of equipment, structures or processes.
  - b. Bottlenecks in hydraulic or process treatment capacity identified in the desktop analysis shall be identified and proposed path forwards on rectification will be provided.
  - c. The completed evaluation shall include a preliminary hydraulic profile and preliminary results from a biological process model.
2. DESIGN-BUILDER shall evaluate alternatives for conveyance of influent wastewater from the existing North WWTP to the new North WWTP site. Alternatives under consideration shall include, at a minimum, (1) extension of a gravity interceptor to the new North WWTP, and (2) construction of a new force main to the new North WWTP, with pumping station facilities located at the existing North WWTP site. The evaluation shall include confirmation of the proposed route





for the interceptor and force main alternatives between the existing North WWTP and new North WWTP site, including pipe size and depth of bury along route.

- a. Evaluation shall include plan for accommodating future wastewater flows from development in the North WWTP watershed and consolidation of the Central Plant to the new North WWTP.
- b. Evaluation shall consider methods of wet weather flow diversion and return from the existing equalization basin.

#### **Task 302      Alternatives Evaluation**

DESIGN-BUILDER shall develop alternatives evaluation for the following major components at each WWTP:

1. New North WWTP:
  - a. DESIGN-BUILDER shall conduct a preliminary meeting with the OWNER to identify up to eight (8) biological wastewater treatment process configurations of interest for preliminary screening.
    - i. DESIGN-BUILDER shall perform preliminary screening of chosen process configurations, including development of the following information:
      - (1) Requirements for preliminary treatment (screening and grit removal).
      - (2) Approximate footprint of required processes and equipment.
      - (3) Qualitative evaluation of chemical, power, and staffing requirements of each configuration.
      - (4) Qualitative evaluation of operability, maintainability, expandability, and order of magnitude costs of each configuration.
      - (5) Scoring matrix to compare configurations.
    - ii. DESIGN-BUILDER shall conduct workshop with OWNER to review configurations, walk through and update scoring matrix with OWNER feedback, and generate recommendations for three (3) biological treatment alternatives to be chosen for further evaluation in the Facility Plan.
  - b. DESIGN-BUILDER shall evaluate three (3) biological treatment alternatives, as identified in preliminary screening, to achieve required BOD and ammonia removal, as well as anticipated total phosphorus removal. Evaluation shall consider ability for process to provide for total nitrogen removal. Each evaluation shall include, but not be limited to, initial process flow diagrams, electrical one-line diagrams, site plan, opinion of probable cost, discussion of operation and operability, feasibility and complexity of construction and integration of improvements and/or new facilities without disruption of existing operations, ability of alternative to meet future permitting requirements, aesthetic and access considerations, and ability to be cost-effectively phased.
  - c. Each alternative shall consider whether chemical or biological phosphorus removal, or a combination of both approaches, is recommended for achieving projected effluent total phosphorus limits.

- d. Unit process preliminary equipment selections for screening, grit removal, disinfection, and pumping systems will be evaluated based on biological treatment system requirements and OWNER preference.
  - e. Evaluate up to three (3) alternatives for North Equalization (EQ) Basin transfer to the New North WWTP, including (1) reuse of existing North EQ Pump Station, (2) new North EQ Pump Station, and (3) gravity drain option, if feasible.
  - f. Conceptual design shall include administration building and electrical building/spaces as required to provide a functional plant. Administration building shall be included with amenities as agreed upon with OWNER.
  - g. All North WWTP design concepts shall consider the ability to expand the facility in the future to accommodate growth, including a portion, or the entirety, of wastewater flow from the Central WWTP.
2. Central WWTP:
- a. Evaluate phosphorus removal options, including (1) chemical phosphorus removal only and (2) incorporation of a pre-anaerobic reactor to facilitate biological phosphorus removal with chemical addition for trimming only. Each evaluation shall include, but not be limited to, initial process flow diagrams, electrical one-line diagrams, site plan, opinion of probable cost, discussion of operation and operability, feasibility and complexity of construction and integration of improvements and/or new facilities without disruption of existing operations, ability of alternative to meet future permitting requirements, aesthetic and access considerations, and ability to be cost-effectively phased.
  - b. The existing Aeration Basin and Clarifiers have been evaluated for ability to meet permitted requirements at current permitted flow. If deemed necessary, future phasing alternatives for providing enhanced capacity in the existing aeration basin and secondary clarifiers will be provided. Phasing plan shall balance Central WWTP improvements with potential future consolidation of service areas at the new North WWTP.
  - c. The following unit processes shall be considered for new construction, rehabilitation, or replacement.
    - i. Replacement screening shall be included downstream of existing diversion box in an existing channel that contains new automatic influent screen. Screen opening size shall be limited to hydraulic profile availability.
    - ii. New Solids Dewatering Building and Sludge Transfer Pumps shall be evaluated, and concept layout developed based on sludge dewatering technology selected in evaluation described in the following section.
  - d. Electrical improvements shall be provided as necessary for proposed improvements.
  - e. DESIGN-BUILDER shall assume that the following unit processes are kept in operable and serviceable condition. These processes shall not be included in the proposed improvements. If the OWNER chooses to include improvements to these processes, an amendment for additional scope shall be provided.
    - i. Main Street Pump Station
    - ii. Equalization Basin
    - iii. Pre-Sedimentation Basin

- iv. Primary Clarifiers
  - v. Intermediate and RAS Pumping Station
  - vi. Aeration Basin
  - vii. Secondary Clarifiers
  - viii. UV Disinfection
  - ix. Parshall Flume
  - x. Cascade Aeration
  - xi. Aerated Sludge Holding Tank
3. Solids Processing and Dewatering:
- a. Evaluate up to three (3) sludge dewatering alternatives including (1) screw press, (2) centrifuge and (3) belt filter press. Solids processing and dewatering evaluation for new North WWTP facilities and improved Central WWTP facilities will be conducted as a single evaluation to apply similar design criteria for solids handling and choose a common technology, and unit size if practical, for the dewatering systems. Sludge storage volume to be evaluated. The evaluation shall assume that dewatered sludge continues to be hauled to the OWNER composting facility for further processing. Evaluation and/or improvement of the OWNER composting facility shall not be included in the scope of this Project.
4. Opinions of probable cost developed for the above scope shall be developed as follows:
- a. North WWTP alternatives shall consider the different biological treatment process approach and supporting unit processes (ie. Influent Pump Station, Screening, Grit Removal, Disinfection) Supporting unit processes shall be common to each alternative, unless the biological treatment process requires unique preliminary treatment or solids handling processes.
  - b. Central WWTP secondary treatment alternatives shall only consider the approach to phosphorus removal and any required biological process enhancements (if necessary) to meet permit requirements. Supporting unit processes (screening) shall be common for each opinion of probable cost.
  - c. Solids processing and dewatering alternatives shall only consider the different dewatering technologies and building configurations for supporting their layout. Sludge pumping and storage shall be common to each opinion of probable cost.
  - d. Evaluation of operating and maintenance (O&M) costs shall be provided with each alternative, including power consumption, chemical consumption, maintenance as a percentage of capital equipment cost, potable water consumption, staffing requirements, and sludge hauling costs.
5. DESIGN-BUILDER shall hold a workshop reviewing the findings of the alternative evaluations and OWNER shall participate in confirmation of scoring of the alternatives in a scoring matrix agreed upon with DESIGN-BUILDER and OWNER prior to workshop. Preferred alternatives shall be chosen and documented in meeting minutes.
6. If the opinion of probable cost of the preferred alternative exceeds the OWNER's anticipated budget, DESIGN-BUILDER shall conduct a value engineering evaluation with independent team members to reduce the opinion of probable cost as practical.



#### **Task 303 Floodplain Evaluation**

DESIGN-BUILDER shall review existing floodplain and floodway mapping and perform hydraulic modeling to evaluate impacts of Project. Base flood elevation shall be confirmed for proposed site and equipment. DESIGN-BUILDER shall review state, county, and local floodplain development requirements and determine if project will likely achieve a no rise or if conditional letter of map revisions (CLOMR) is likely. DESIGN-BUILDER will provide a technical memorandum documenting the results of hydraulic modelling to be attached to facility plan. Owner shall provide current effective FEMA hydraulic models.

If required, DESIGN-BUILDER shall request amendment to perform CLOMR services.

#### **Task 304 Geotechnical Investigation**

DESIGN-BUILDER will review existing preliminary geotechnical reports as the basis for the Facility Plan. Further geotechnical investigation may be required as preliminary design progresses into Phase 2 based on the determinations of the Facility Plan.

#### **Task 305 Conceptual Design of Preferred Alternatives**

DESIGN-BUILDER shall develop the following conceptual design documents and design information for the preferred alternatives selected in Task 302.

1. Identification of applicable codes and standards.
2. Equipment lists for all improvements with quantity, capacity, number of units, and motor horsepower (if applicable).
3. One-Line Diagrams for Central WWTP and North WWTP.
4. Conceptual plan layouts for major processes and buildings.
  - a. Central WWTP existing processes and buildings shall not be shown unless equipment is being removed and replaced with different configuration or unit processes.
5. Preliminary hydraulic profiles identifying water surface elevations at peak hydraulic flow.
6. Process flow diagrams for liquid and solids trains at each facility.
7. Overall site plans with preliminary yard piping shown (only new piping for Central WWTP) and site access. If applicable, floodplain extents will be shown on overall site plan.
8. Preliminary demolition plan for North WWTP.
9. Conceptual phasing plan for future consolidation of Central and North Service Areas to the new North WWTP property.

#### **Task 306 Final Report**

DESIGN-BUILDER shall submit a Final Report consisting of a Facility Plan that conforms to all requirements of 10 CSR 20-8.110 Engineering – Reports, Plans and Specifications (Missouri Code of State Regulations) and specifically to all requirements of Section (4) Engineering Reports or Facility Plan. It shall also include the following:

1. Incorporation of findings from the report developed in Task 200.





2. A description of the preferred alternative as well as concept design documents.
3. A preliminary expansion plan for the new North WWTP to accommodate growth in the service area and a potential future diversion of some or all of the Central Service Area wastewater flows.
4. Class 4 construction cost estimate including any major equipment quotes.
5. A review of project delivery methods to complete the work and recommendation of the preferred alternative.

DESIGN-BUILDER shall provide a draft set of deliverables for review by OWNER and lead a review meeting to discuss the content and findings in the deliverables. Comments from the OWNER will be addressed, and DESIGN-BUILDER will provide a revised set of final deliverables to the OWNER. Final Facility Plan will be submitted to MDNR in accordance with the AOC.

#### **TASK SERIES 400 – INDUSTRIAL PRETREATMENT PROGRAM EVALUATION**

Task Series 400 includes review of existing OWNER industrial pretreatment programs and requirements, and recommendations for revision in accordance with the requirements of the AOC.

1. DESIGN-BUILDER shall review and propose updates to the OWNER's industrial pretreatment program as may be necessary to conform with current federal and state requirements, and as may be necessary to adequately protect the integrity and performance of the OWNER's wastewater treatment facilities.
2. DESIGN-BUILDER shall review all existing pretreatment agreements currently undertaken between OWNER and industries and review operating data for conformance. If data collection is insufficient to determine if industrial users are compliant, DESIGN-BUILDER shall make recommendations on pretreatment program sampling schedules and frequency.
3. OWNER shall identify any industries that are known to be operating without a pretreatment agreement. DESIGN-BUILDER shall provide recommendations on issuance of new pretreatment agreements as necessary, and provide framework for evaluation of new sources as they are identified prior to industry development.
4. DESIGN-BUILDER shall prepare and submit a draft report summarizing the findings and recommendations of Task Series 400 activities. The report shall be transmitted in PDF format for OWNER review. The OWNER shall provide comments to DESIGN-BUILDER within twenty-one (21) calendar days, and DESIGN-BUILDER shall submit a final report in PDF format.

#### **TASK SERIES 500 – ENVIRONMENTAL STUDIES: SRF AGENCY CORRESPONDENCE, EID DEVELOPMENT, AND DESKTOP STUDIES**

DESIGN-BUILDER will assist the OWNER by completing agency correspondence, a wetland desktop study, protected species desktop study, and cultural resources desktop study in support of the EID for the SRF application. The following scope for Tasks 501, 502, 503, and 504 would be completed for the approximately 25-acre parcel for the new North WWTP facility and along the approximately 0.75-mile sanitary sewer route that parallels Georgetown Road between the existing North WWTP and the new North WWTP site.





#### **Task 501      SRF EID Development, Agency Correspondence, and Permitting Matrix**

To support the use of State Revolving Funds (SRF), DESIGN-BUILDER will draft and submit initial project notification letters to local, state, and federal agencies and Native American Tribes. The letters would include a Project description and maps, including the approximately 25-acre parcel for the new North WWTP facility and along the approximately 0.75-mile interceptor route that parallels Georgetown Road between the existing North WWTP and the new North WWTP. DESIGN-BUILDER will email the draft letters to the OWNER for review and one round of comments. DESIGN-BUILDER will address any comments, finalize the letters, and email a final electronic version to OWNER. Upon approval from OWNER, DESIGN-BUILDER will submit the letters by email to the following agencies: Missouri Department of Conservation, MDNR Division of State Parks, MDNR State Historic Preservation Office, Missouri Federal Assistance Clearinghouse, Missouri Geological Survey, U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service.

DESIGN-BUILDER will develop a Permitting Matrix based on the responses received from the agencies. The Permitting Matrix will identify the required permits, regulating agencies, points of contact, authorization timelines, and progress tracking. Additionally, the permits and permit activities can be built into the schedule to help prioritize the permits and identify potential schedule impacts.

Based on the responses obtained from the agencies and the requirements of the SRF Program, an Environmental Information Document (EID) will be drafted for the Project. The EID is part of the SRF review for projects applying for SRF. The EID will include Project need, alternatives analysis, desktop studies results, the environmental impacts of the proposed action and alternatives, and all agency correspondence. The EID effort will include data collection, correspondence with the MDNR and local, state, and federal agencies to obtain existing reports, maps, publicly available data, and other relevant literature, and Draft EID document preparation. DESIGN-BUILDER will email the draft EID to the OWNER for review and one round of comments. DESIGN-BUILDER will address any comments, finalize the EID, and email a final electronic version to the OWNER.

#### **Task 502      Wetland Desktop Study**

To comply with the Clean Water Act (CWA) Sections 404 and 401, DESIGN-BUILDER's wetland specialist will complete a desktop wetland delineation to assess the presence of wetlands and other waters within the Project boundary according to U.S. Army Corps of Engineers (USACE) requirements. The wetland specialist will review available background information including the 1987 Corps of Engineers Wetlands Delineation Manual (1987 Manual), the 2010 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region – Version 2.0 (Regional Supplement), U.S. Geological Survey (USGS) 7.5 minute topographic maps, U.S. Fish & Wildlife Service (USFWS) National Wetland Inventory (NWI) maps, National Agriculture Imagery Program (NAIP) aerial photography, USGS National Hydrography Dataset (NHD), Federal Emergency Management Agency (FEMA) National Flood Hazard Layer (NFHL), and U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Soil Survey Geographic (SSURGO) digital data for the Project Area. The wetland specialist will assess whether mapped and potential wetland areas are likely to be considered under the jurisdiction of the USACE by determining if a hydrologic connection to waters of the U.S. (WOTUS) exists.

Based on the results of the desktop wetland delineation, the wetland specialist will draft a desktop wetland delineation letter report describing the background research, methodologies, and results. In addition, the report will include figures that identify the potential regulated wetlands with respect to the



Project. Burns & McDonnell will email the draft letter report to the OWNER for review and one round of comments. The wetland specialist will address any comments, finalize the report, and email a final electronic version to the OWNER for their Project files.

The Project would likely be authorized under a USACE Nationwide Permit. It is assumed that a Pre-Construction Notification (PCN) will likely not need to be submitted to the USACE because the Project, as proposed, is anticipated to only result in minor, temporary impacts to WOTUS and would not cross any Section 10 Navigable Streams; however, the data collected during the desktop survey will be used to determine if a PCN would be required.

#### **Task 503      Protected Species Desktop Study**

DESIGN-BUILDER's biologist will complete an online protected species habitat assessment of the Project route through the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) website and the Missouri Department of Conservation (MDC) Natural Heritage Review Website. Using the results of the USFWS IPaC and MDC online protected species habitat assessments, the DESIGN-BUILDER's biologist will draft a desktop protected species habitat assessment letter report for the proposed Project that will discuss the findings of the desktop habitat assessment and provide recommendations to minimize and avoid impacts during construction. The desktop protected species habitat assessment letter report will also include figures that identify the location of any potential protected species suitable habitats with respect to the Project. The DESIGN-BUILDER's biologist will email the draft desktop habitat assessment letter report to the OWNER for review and one round of comments. The DESIGN-BUILDER's biologist will address any comments, finalize the report, and email a final electronic version to OWNER.

#### **Task 504      Cultural Resources Desktop Study**

DESIGN-BUILDER's archaeologist will review relevant state and federal databases to identify recorded cultural resources within and adjacent to the proposed Project. Databases to be reviewed will include the Historic Districts and Sites Viewer and the Archaeology Viewer maintained by the Missouri Department of Natural Resources (State Historic Preservation Office or SHPO), the National Register of Historic Places database, the National Historic Battlefield database, and the National Historic Trails database maintained by the National Park Service, and the General Land Office records maintained by the Bureau of Land Management. In addition, the archaeologist will review available on-line historic topographic maps and plat maps. A cultural resources desktop study letter report will be drafted that includes the results of background research. The report would be submitted to the OWNER for review and one round of comments. The DESIGN-BUILDER's archaeologist will address any comments, finalize the report, and email a final electronic version to the OWNER for their Project files.

Additionally, the DESIGN-BUILDER's archaeologist will draft an Unanticipated Discoveries Plan detailing the procedures to follow if construction activities result in the discovery of unrecorded archaeological sites or remains. The Unanticipated Discoveries Plan will be submitted to the OWNER for their Project files.



#### **Task 501 through 504 Assumptions**

The following Assumptions apply to the Tasks 501 through 504 Scope and Cost Estimate:

1. All agency correspondence will occur via email and phone. No in-person meetings or printed mailers are included in this scope.
2. The Missouri Department of Natural Resources (MDNR) Water Protection Program Financial Assistance Center will correspond with the Native American Tribes to obtain Project reviews and comments.
3. No federal, state, county, or local permit applications will be prepared as part of this scope.
4. No field surveys, including but not limited to wetland delineation field work, habitat assessment field work, protected species presence/absence field survey, or archaeology field survey will be completed by DESIGN-BUILDER.
5. DESIGN-BUILDER will not prepare or submit a U.S. Army Corps of Engineers (USACE) 404 Pre-construction Notification to receive Project authorization from the USACE.
6. The Project does not require an Individual 401 Water Quality Certification from the Missouri Department of Natural Resources (MDNR). If MDNR determines that an Individual 401 Water Quality Certification is needed for the Project, a separate scope and cost estimate will be provided.
7. Efforts and cost for mitigation associated with wetlands or protected species are not included.
8. All tree removal for the Project will occur from November 16 to March 31 to avoid impacting potential summer maternity roosting habitat for protected bat species.
9. The Project does not cross any federally owned land; thus, no formal Environmental Assessment or Environmental Impact Statement would be required.
10. Any work needed over the scope identified in this proposal will be considered out of scope and a written request by Burns & McDonnell for additional authorization from OWNER prior to exceeding these hours will be provided.
11. MDNR will issue a Finding of No Significant Impact (FONSI) or Categorical Exclusion (CatEx) for the Project.

#### **Task 505      SRF Coordination**

Assuming a Finding of No Significant Impact (FONSI) is obtained, DESIGN-BUILDER will prepare a presentation on project and the environmental impact findings of the EID to present at a public meeting. Following preparing a draft presentation, DESIGN-BUILDER will meet with OWNER to review and address comments. DESIGN-BUILDER will attend the public meeting to present the final presentation at a public meeting. The public meeting will be recorded. OWNER will provide the location and publish public notice 30 days prior in the local newspaper or other public sources as necessary.



**Task 506      Permitting Field Surveys (DESIGN-BUILDER optional services, as required by permitting agencies and authorized by the OWNER)**

The following scope for field surveys are optional and would be completed if required by regulatory agencies and if authorized by the OWNER. The field surveys would be completed in the approximately 25-acre parcel for the new North WWTP facility and along the approximately 0.75-mile interceptor route that parallels Georgetown Road between the existing North WWTP and the new North WWTP.

To comply with the Clean Water Act (CWA) Sections 404 and 401, DESIGN-BUILDER's wetland specialist would complete a wetland delineation in the field to evaluate the approximately 25-acre parcel for the new North WWTP facility and along the approximately 0.75-mile interceptor route for the presence of wetlands and other waters according to U.S. Army Corps of Engineers (USACE) requirements. The wetland delineation will consist of a pedestrian survey by a wetland scientist and a global positioning system (GPS) specialist to identify any wetlands or other water bodies that may be present and to record locations and boundaries using GPS. These areas will be delineated in accordance with the 1987 Corps of Engineers Wetlands Delineation Manual (USACE Manual) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual, Version 2.0: Midwest Region (Regional Supplement). In addition, the wetland specialist will gather information on the hydric soils, wetland hydrology, and upland and wetland vegetation of the Project corridor (an approximately 50-foot-wide corridor centered on the proposed, approximately 2.5-mile alignment corridor). The wetland specialist will assess whether a delineated area is likely to be considered under the jurisdiction of the USACE by determining if a hydrologic connection to waters of the U.S. (WOTUS) exists. As part of this effort, photographs will also be taken onsite to provide a visual documentation of any identified features.

Based on the results of the wetland field delineation, the wetland specialist will prepare a wetland delineation letter report describing the background research, methodologies, and results. In addition, the report will include completed wetland determination data forms from the Regional Supplement, photographs of identified waters, and figures of the Project corridor. DESIGN-BUILDER's wetland specialist will provide the draft letter report to the OWNER for review and one round of comments. The wetland specialist will address any comments, finalize the report, and provide a final electronic version to the OWNER for their Project files.

The Project would likely be authorized under a USACE Nationwide Permit (NWP). If required, a Pre-Construction Notification (PCN) will be prepared for the Project to the USACE to obtain their authorization for the Project. DESIGN-BUILDER's wetland specialist will provide the draft PCN to the OWNER for review and one round of comments. The wetland specialist will address any comments, finalize the PCN, and provide a final electronic version to the OWNER for their Project files. If requested by the OWNER, the PCN and wetland delineation report can be submitted to the USACE for their review to obtain Authorization for the Project.

DESIGN-BUILDER's biologist will complete a protected species habitat assessment field survey for the approximately 25-acre parcel for the new North WWTP facility and along the approximately 0.75-mile interceptor route. The habitat assessment field survey will be conducted at the same time as the wetland delineation field survey. Photographs will be taken to document any wildlife habitat within and adjacent to the proposed project. The location of any observed potential protected species habitats, including the





location of any potential protected bat summer roost trees, will be photographed, and delineated using a GPS with sub-meter accuracy.

Based on the results of the habitat assessment field survey, the DESIGN-BUILDER's biologist will prepare a protected species habitat assessment letter report that will provide the findings of the habitat assessment and provide recommendations to minimize and avoid impacts during constructions. The DESIGN-BUILDER's biologist will provide the draft habitat assessment letter report to the OWNER for review and one round of comments. The DESIGN-BUILDER's biologist will address any comments, finalize the report, and provide a final electronic version to OWNER. If requested by the OWNER, the protected species habitat assessment letter report can be submitted to the USFWS and MDC for their review and concurrence with the findings and conclusions presented in the habitat assessment letter report.

DESIGN-BUILDER's archaeologist would coordinate with SHPO to determine requirements for cultural resources clearance. It is assumed that a cultural resources field survey has not been completed in the Project vicinity and a field survey would be recommended by the SHPO for the Project. The cultural resources field survey would occur on the approximately 25-acre parcel for the new North WWTP facility and along the approximately 0.75-mile interceptor route. The cultural resources field survey would be conducted to the Missouri state guideline standards and to the specifications of the lead agency. Following the fieldwork, the DESIGN-BUILDER's archaeologists would prepare a Section 106 Report Form and Review and Compliance Information Form that includes the results of background research and cultural resources field survey. The forms would be submitted to the OWNER for review and one round of comments. DESIGN-BUILDER's archaeologist will address any comments, finalize the forms, and provide a final electronic version to the OWNER. If requested by the OWNER, the cultural resources Section 106 forms will be submitted to the SHPO and lead agency for their review and concurrence with the findings and conclusions presented in the report.

Additionally, the DESIGN-BUILDER's archaeologist will draft an Unanticipated Discoveries Plan detailing the procedures to follow if construction activities result in the discovery of unrecorded archaeological sites or remains. The Unanticipated Discoveries Plan will be submitted to the OWNER for their Project files.

#### **Task 505 Assumptions**

The following Assumptions apply to the Task 505 Scope:

1. All agency correspondence will occur via email and telephone. No in-person meetings or printed mailers are included in this scope.
2. Delays causing demobilization associated with weather, access, and other unforeseen events are not anticipated.
3. The OWNER will obtain all permissions to access private land along the Project route prior to the initiation of field work.
4. OWNER will notify all affected landowners prior to the field survey.
5. The Project will qualify for a USACE NWP.
6. The Project will automatically be covered under 401 water quality certification from MDNR because of the Project's coverage under a NWP.
7. The proposed route does not cross any federally owned land; thus, no Environmental Assessment or Environmental Impact Statement would be required.



8. The wetland delineation will be conducted within the normal growing season, under normal circumstances, and with no atypical situations as defined by the USACE Manual.
9. The habitat assessment field survey will occur at the same time as the wetland delineation field effort.
10. The wetland delineation field survey and protected species habitat assessment field survey will be completed by one wetland specialist and one biologist during two, 10-hour field deployments over two days.
11. Species specific presence/absence surveys requiring a state or federal permit will not be required.
12. Efforts and cost for mitigation associated with wetlands or protected species are not included.
13. All tree removal for the project will occur from November 16 to March 31 to avoid impacting potential summer maternity roosting habitat for protected bat species.
14. Landowner permission to access the project route and artifact collection consent letters will be signed prior to the cultural resources field survey deployment.
15. Full archaeology survey is required.
16. One Call notification will be completed by DESIGN-BUILDER prior to deployment.
17. The cultural resources field survey would be completed by two archaeologists during three, 10-hour field deployments over three days.
18. No cost for cultural resource artifact collection or curation is included with this scope and cost estimate. While not anticipated, if collection and/or removal of artifacts from any given property or properties is required, then written and signed authorization from each landowner to remove artifacts from their property must be obtained by the OWNER and provided to DESIGN-BUILDER.
19. If collection and/or removal of artifacts from any given property or properties is required, then written and signed authorization from each landowner to remove artifacts from their property must be obtained by OWNER and provided to DESIGN-BUILDER.
20. If cultural or historic resources are identified that could be eligible for the National Register of Historic Places, additional investigations may be necessary, and a cost estimate can be provided.
21. No more than 2 archaeological sites will be recorded.
22. While not anticipated, it is possible the SHPO will require deep testing on landforms with the geologic potential to contain deeply buried resources. In that case, additional investigations may be necessary, and a fee estimate can be provided.
23. No previously unrecorded archaeological sites will be identified.
24. No chain of title research will be necessary. A cost estimate can be provided should sites be present that would require chain of title research as part of the documentation mandates of the reviewing agencies.
25. No permanent indirect effects and historic, non-archaeological resources will be evaluated.
26. Permitting for installation of the approximately 0.75-mile interceptor route within and across road rights-of-way (ROW) is assumed to not to be required.
27. Any work needed over the scope identified in this proposal will be considered out of scope and a written request by DESIGN-BUILDER for additional authorization from OWNER prior to exceeding these hours will be provided.



## **TASK SERIES 600 – CENTRAL WWTP CONDITION ASSESSMENT**

### **Task 601 Central WWTP Condition Assessment**

DESIGN-BUILDER shall review the condition of assets at the Central WWTP through performance of a visual observation of the existing structures, buildings, treatment processes, power and electrical gear, existing instrumentation, and rotating equipment. Visual observations of existing structures and buildings shall include review of major architectural, mechanical, electrical, and structural elements. DESIGN-BUILDER shall elicit feedback from plant operations and maintenance staff to supplement the visual observations. DESIGN-BUILDER shall generate anticipated remaining useful life for existing assets, and identify deficiencies requiring correction, repair, or replacement to maintain long-term reliability and integrity. DESIGN-BUILDER shall determine the extent to which facilities conform to current design standards and codes.

The results and recommendations of the Condition Assessment shall be documented in a stand-alone summary report. DESIGN-BUILDER shall work with OWNER to develop preliminary phasing plan of rehabilitation or improvement projects.

### **Task 602 Condition Assessment Update**

DESIGN-BUILDER shall amend the Condition Assessment report with updated recommendations (as necessary) based on chosen alternatives and improvements documented in the Facility Plan. Future phasing plan shall be developed to forecast rehabilitation and/or equipment replacement projects.

### **Task 600 Exclusions**

The following exclusions apply to the Task 600 Scope:

1. Electrical system modeling or verification of electrical wiring.
2. No entry will be made into any confined space, energized electrical equipment, or any other permit-required activity.
3. DESIGN-BUILDER is not an Authority Having Jurisdiction (AHJ) and cannot determine or guarantee code compliance.
4. Buildings, structures, or equipment that are planned for demolition or decommissioning will not be included in the Condition Assessment.

## **IV. Payment**

### **A. DESIGN-BUILDER will be reimbursed as stated below:**

1. For preparation of the Facility Plan (Tasks 100, 200, and 300), a lump sum amount of Four Hundred Thousand Nineteen, Fifty-One Dollars: \$419,051.
2. For Industrial Pretreatment Program Evaluation (Task 400), a lump sum amount of Thirty-One Thousand, Three Hundred Thirty-Four Dollars: \$31,334.
3. For SRF Agency Correspondence, EID Development and Desktop Studies, and SRT Coordination (Task 501 thru 505), a lump sum amount of Thirty-Four Thousand, Nine Hundred Forty-Two: \$34,942.



4. Environmental Field Surveys (Optional Task 506), as authorized by OWNER, will be completed on a time and materials basis not to exceed a maximum amount of Forty-Five Thousand Dollars: \$45,000.
5. For the Condition Assessment of the Central WWTP (Task 600), a lump sum amount of Forty-Two Thousand, Five Hundred Twenty-Four Dollars: \$42,524.

**V. Time of Service**

- A. Time of service shall be 270 calendar days from Owner's execution of this agreement and notice to proceed.

**VI. Miscellaneous**

- A. If the OWNER should decide not to proceed with the Project, it will have no further obligation to DESIGN-BUILDER other than the payment in full of the compensation set out above.
- B. The attached Terms and Conditions shall apply.

**OWNER: City of Sedalia, Missouri**

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

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


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

**DESIGN-BUILDER: Burns & McDonnell  
Engineering Company, Inc.**

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

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

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

  
\_\_\_\_\_  
ARIN ERICKMAN  
\_\_\_\_\_  
VICE PRESIDENT



## **PRELIMINARY DESIGN-BUILD AGREEMENT TERMS & CONDITIONS**

City of Sedalia, Missouri (Owner)  
North and Central WWTP Facility Plan

### **SECTION 1 – SCOPE OF SERVICES**

1.1 For the above-referenced Project, Burns & McDonnell Engineering Company, Inc. (DESIGN-BUILDER) will perform the services set forth in the Agreement in accordance with these Terms and Conditions. BMcD has relied upon the information provided by the OWNER in the preparation of the Proposal, and shall rely on the information provided by or through OWNER during the execution of this Project as complete and accurate without independent verification.

### **SECTION 2 – NOT USED**

### **SECTION 3 – RESPONSIBILITIES OF DESIGN-BUILDER**

See Preliminary Design-Build Agreement.

### **SECTION 4 - RESPONSIBILITIES OF OWNER**

OWNER shall, within a reasonable time, so as not to delay the services of DESIGN-BUILDER:

4.1 Provide full information as to OWNER'S requirements for the Project.

4.2 Assist DESIGN-BUILDER by placing at DESIGN-BUILDER'S disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.

4.3 Furnish engineering services or data, such as core borings, probings and subsurface explorations; hydrographic surveys; laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic, and utility surveys; zoning and deed restrictions; and other special data or consultations, all of which DESIGN-BUILDER may rely upon in performing its services under this AGREEMENT.

4.4 Allow access to and make all provisions for DESIGN-BUILDER to enter upon public and private property as required for DESIGN-BUILDER to perform its services under this AGREEMENT.

4.5 Examine all studies, reports, sketches, cost opinions, Bid Documents, Drawings, proposals, and other documents presented by DESIGN-BUILDER and render in writing decisions pertaining thereto.

4.6 Provide such professional legal, accounting, financial, and insurance counseling services as may be required for the Project.

4.7 Designate in writing a person to act as OWNER'S representative with respect to the services to be performed under this AGREEMENT. Such person shall have complete authority to transmit instructions; receive information; interpret and define OWNER'S policies and decisions with respect to materials, equipment, elements, and systems to be used in the Project; and other matters pertinent to the services covered by this AGREEMENT.

4.8 Give prompt written notice to DESIGN-BUILDER whenever OWNER observes or otherwise becomes aware of any defect in the Project.



4.9 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

4.10 Furnish, or direct DESIGN-BUILDER to provide necessary Additional Services as stipulated in Section 3 of this AGREEMENT or other services as required.

4.11 If DESIGN-BUILDER'S standard bidding requirements, agreement forms, and General Conditions are not to be used, but OWNER'S documents are to be used instead, OWNER shall provide copies of such documents for DESIGN-BUILDER'S use in coordinating the Contract Drawings and Specifications.

4.12 Prior to commencement of the services under any Task Order, the DESIGN-BUILDER may request in writing that the OWNER provide reasonable evidence that the OWNER has made financial arrangements to fulfill the OWNER's obligations under this Agreement and the Task Order. Thereafter, the DESIGN-BUILDER may request such evidence if: (1) the OWNER fails to make a payment to the DESIGN-BUILDER as required; (2) a change in the scope materially changes the contract amount; or (3) the DESIGN-BUILDER identifies in writing a reasonable concern regarding the OWNER's ability to make payment when due. The OWNER shall furnish such evidence as a condition precedent to commencement or continuation of the DESIGN-BUILDER's services. After the OWNER furnishes the evidence, the OWNER shall not materially vary such financial arrangements without prior notice to the DESIGN-BUILDER.

## **SECTION 5 - PERIOD OF SERVICE**

5.1 This AGREEMENT will become effective upon the first written notice by OWNER authorizing services hereunder.

5.2 This AGREEMENT shall be applicable to all assignments authorized by OWNER and accepted by DESIGN-BUILDER subsequent to the date of its execution. All assignments authorized prior to the execution of this document, even if performed in whole or in part before the execution date, shall be governed by the terms and conditions of this AGREEMENT.

5.3 The provisions of this AGREEMENT have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the AGREEMENT. DESIGN-BUILDER'S obligation to render services hereunder will extend for a period which may reasonably be required for the completion of said services.

## **SECTION 6 - COMPENSATION**

6.1 Compensation. OWNER shall pay DESIGN-BUILDER for services rendered and reimbursable expenses as follows, or as stated in the AGREEMENT.

### **6.2 Statements**

Monthly statements, in DESIGN-BUILDER'S standard format, will be submitted by the DESIGN-BUILDER to the OWNER.

### **6.3 Payments**

Accurate and complete statements are payable upon receipt. Time is of the essence in payment of statements, and timely payment is a material part of the consideration of this AGREEMENT. Costs, including reasonable attorney's fees, incurred by the DESIGN-BUILDER in collecting any delinquent amount shall be reimbursed by the OWNER. If a portion of DESIGN-BUILDER'S statement is disputed by OWNER, the undisputed portion shall be paid by OWNER by the due date. The OWNER shall advise the DESIGN-BUILDER in writing of the basis for any disputed portion of any statement. A late payment charge of 1.5 percent per month or any partial month will be added to amounts not received within 30 days of the statement date of any undisputed statement.



#### 6.4 Taxes

In the event that any goods and services provided are subject to sales and/or use taxes, these shall be in addition to the payment stated under "Amount of Payment".

6.5 DESIGN-BUILDER agrees to furnish supporting detail as may be reasonably required by the OWNER to support charges included on DESIGN-BUILDER's invoices and to make available for audit purposes such records supporting such charge, and to make appropriate adjustments in the event discrepancies are found. The cost of any audit will be paid by the OWNER. The OWNER shall have the right to review DESIGN-BUILDER's records pertaining to the work product for a period of three (3) years after final payment unless an audit is in progress and such records are to be maintained until audit closure. Notwithstanding anything to the contrary herein, in no event shall OWNER be entitled to audit the composition of any agreed upon rates or percentage multipliers set forth in this Agreement, nor shall it be entitled to audit any rates, charges, costs, hours worked or expenses related to work performed on a lump sum basis.

### SECTION 7 - GENERAL CONSIDERATIONS

#### 7.1 Insurance

7.1.1 During the course of performance of these services, DESIGN-BUILDER will maintain (in United States Dollars) the following insurance coverages:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation	Statutory pursuant to Missouri Revised Statutes, Chapter 287 \$500,000 Each Accident
Employers' Liability	
Commercial General Liability	\$1,000,000 Per Occurrence Combined Single Limit/ \$2,000,000 General Aggregate
Bodily Injury and Property Damage	
Automobile Liability:	\$1,000,000 Combined Single Limit
Bodily Injury and Property Damage	
Professional Liability:	\$1,000,000 Per Claim and Annual Aggregate

If requested, DESIGN-BUILDER will provide to OWNER certificates as evidence of the specified insurance.

7.1.2. If the Project involves on-site construction, construction Contractors engaged by OWNER on each project on which DESIGN-BUILDER is providing Services shall be required to provide General Liability Insurance naming the OWNER and the DESIGN-BUILDER as an additional insureds, and all Construction Contractors' liability insurance policies covering claims for personal injuries and property damage shall be endorsed to add OWNER and DESIGN-BUILDER using ISO endorsement Forms CG 20 10 07 04 and CG 20 37 07 04 or their equivalents as Additional Insureds. Construction Contractors shall be required to provide certificates evidencing such insurance to the OWNER and DESIGN-BUILDER.

7.1.3. OWNER and DESIGN-BUILDER waive all rights of recovery and subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance (including deductibles) during and after the completion of DESIGN-BUILDER'S services. If the services result in a Construction Phase, OWNER'S construction Contractors shall be required to provide waivers of subrogation in favor of OWNER and DESIGN-BUILDER for damage or liability covered by any

Construction Contractor's policy of insurance. OWNER shall ensure that DESIGN-BUILDER is a named insured and is provided a waiver of subrogation in their favor on any Builder's Risk insurance procured on a project on which DESIGN-BUILDER is providing Services whether or not such insurance is procured by OWNER or its Construction Contractors.

## 7.2 Professional Responsibility

7.2.1. DESIGN-BUILDER will exercise reasonable skill, care, and diligence in the performance of DESIGN-BUILDER'S services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. If the DESIGN-BUILDER fails to meet the foregoing standard, DESIGN-BUILDER will perform at its own cost, and without reimbursement from OWNER, the professional services necessary to correct errors and omissions which are caused by DESIGN-BUILDER'S failure to comply with above standard, and which are reported to DESIGN-BUILDER within one year from the completion of DESIGN-BUILDER'S services for the Project.

7.2.2. The obligations and representations contained in Paragraph 7.2.1 are DESIGN-BUILDER'S sole obligation and OWNER'S exclusive remedy with respect to defects in the quality of services detected prior to project completion under a Task Order. OWNER'S failure to properly operate and maintain the project shall relieve DESIGN-BUILDER of its liability for any damage caused in whole or in part by improper operation or maintenance.

7.2.3 No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service or oral or written representation by DESIGN-BUILDER or its employees or consultants.

7.2.4 Subject to Paragraph 7.14.1 and Section 8, the obligations and remedies stated in this Section 7.2, Professional Responsibility, are the sole and exclusive obligations of DESIGN-BUILDER and remedies of OWNER, regardless of the cause of action pled including, without limitation, all types of negligence.

## 7.3 Cost Opinions and Projections

Cost opinions and projections prepared by DESIGN-BUILDER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on DESIGN-BUILDER'S experience, qualifications, and judgment as a design professional. Since DESIGN-BUILDER has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, DESIGN-BUILDER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by DESIGN-BUILDER.

## 7.4 Changes

OWNER shall have the right to make changes within the general scope of DESIGN-BUILDER'S services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by an authorized representative of the OWNER and an authorized representative of the DESIGN-BUILDER.

## 7.5 Suspension of Services

Should OWNER fail to fulfill its responsibilities as provided under Section 4 to the extent that DESIGN-BUILDER is unduly hindered in DESIGN-BUILDER'S services or if OWNER fails to make any payment to DESIGN-BUILDER on account of DESIGN-BUILDER'S services and expenses within 90 days after receipt of DESIGN-BUILDER'S bill therefor, DESIGN-BUILDER may, after giving seven days' written notice to OWNER, suspend services under this AGREEMENT until OWNER has satisfied OWNER'S obligations under this AGREEMENT.

## 7.6 Termination

7.6.1. Services may be terminated by the OWNER or DESIGN-BUILDER by seven days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. Failure on the part of the OWNER to make payments to DESIGN-BUILDER when due shall be considered substantial nonperformance and cause for termination. If so terminated, OWNER shall pay DESIGN-BUILDER all amounts due DESIGN-BUILDER for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by DESIGN-BUILDER in terminating the services.

7.6.2. In the event of premature termination of the Project by the OWNER and through no fault of the DESIGN-BUILDER, the DESIGN-BUILDER shall be entitled to: (1) recover all reasonable costs and expenses incurred to date of termination, plus all costs incurred to assemble and close Project files and documents; (2) unavoidable down time in the reassignment of Project staff; (3) termination penalties/expenses related to third parties retained by DESIGN-BUILDER in regard to its obligations under this contract; and (4) a termination amount of 15 percent of the remaining portion of the total compensation (or estimated compensation) agreed to herein or by separate authorization to cover lost profits, damages, and lost opportunity costs which cannot otherwise be accurately calculated.

## 7.7 Delays

7.7.1 In the event the services of the DESIGN-BUILDER are suspended or delayed by the OWNER, the DESIGN-BUILDER shall be entitled to additional compensation for reasonable costs incurred by the DESIGN-BUILDER in temporarily closing down or delaying the Project and reassigning Project staff (including, but not limited to, unavoidable down time and any termination expenses incurred where reassignment is not reasonably possible) and in organizing Project files, records, and work in progress for suspension and later resumption of the DESIGN-BUILDER'S services.

7.7.2 The DESIGN-BUILDER shall not be responsible for delays caused by factors beyond the DESIGN-BUILDER's reasonable control, including but not limited to delays because of a force majeure, strikes, lockouts, work slowdowns or stoppages, government regulation, industry shutdowns, power or server outages, Acts of God, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of the DESIGN-BUILDER's services or work product, or delays caused by faulty performance by the OWNER's contractor or other consultants, of any level. When such delays beyond the DESIGN-BUILDER's reasonable control occur, the OWNER agrees that the DESIGN-BUILDER shall not be responsible for delays or damages, nor shall the DESIGN-BUILDER be deemed in default of this Agreement.

## 7.8 Legal Fees and Expenses

In the event that a dispute should arise relating to the performance of the services to be provided and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs of litigation, including staff time, court costs, attorneys' fees, and other related expenses.

## 7.9 Rights and Benefits

DESIGN-BUILDER'S services will be performed solely for the benefit of the OWNER and not for the benefit of any other persons or entities.

## 7.10 Dispute Resolution

7.10.1 Scope of Section: The procedures of this Section 7.10 and its subparts shall apply to any and all disputes between OWNER and DESIGN-BUILDER (including disputes involving an officer, director or employee of either party) which arise from, or in any way are related to, this AGREEMENT, including, but not limited to the interpretation of this AGREEMENT, the enforcement of its terms, any acts, errors, or



omissions of OWNER or DESIGN-BUILDER in the performance of this AGREEMENT, whether in contract or in tort, and disputes concerning payment.

7.10.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate and, if necessary, mediate their disputes as set forth in this Paragraph. If timely Notice is given under Paragraph 7.10.3, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in Paragraphs 7.10.3, 7.10.4, and 7.10.5 have been complied with.

#### 7.10.3 Notice of Dispute

7.10.3.1 For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice;

7.10.3.2 For disputes arising after the making of final payment, OWNER shall give DESIGN-BUILDER written Notice at the address listed in Paragraph 7.18 within ninety (90) days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this AGREEMENT that authorize the relief requested.

7.10.3.3 Any legal action necessary to compel, confirm, vacate, enforce, modify or otherwise affect the mediation or arbitration shall be filed in state or federal courts in the State of Missouri with venue in Pettis County, Missouri and each party expressly consents to jurisdiction therein.

7.10.4 Negotiation: Within seven (7) days of receipt of the Notice, the Project Managers for the OWNER and DESIGN-BUILDER shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level within twenty-one (21) days after Notice then, upon written request of either side, the matter shall be referred to the Division President of the DESIGN-BUILDER and the following executive officer of OWNER. These officers shall meet at the Project Site or such other location as is agreed upon within thirty (30) days of the written request to resolve the dispute.

7.10.5 Mediation: If the OWNER'S and DESIGN-BUILDER'S said officers are unable to resolve the dispute, then either side may request that the matter be submitted to mediation before a mediator mutually agreed upon. If the parties cannot agree on a mediator, then the American Arbitration Association shall appoint one upon request. Any administrative or mediator's fees shall be split equally between the parties. The mediation shall take place in Sedalia, Missouri unless the parties mutually agree on another location.

7.10.7 Waiver Upon Final Payment: The making of final payment by OWNER and the acceptance of same by DESIGN-BUILDER and DESIGN-BUILDER'S subconsultants shall constitute a waiver of existing claims by the OWNER and such payee except those previously made in writing and identified as unsettled by OWNER at the time of payment, or by the payee at the time of such payee's final invoice. Except for those claims waived under Paragraph 7.1.3, final payment shall not constitute a waiver of claims by the OWNER relating to liens unsettled, or subsequent discovery of services not in compliance with this AGREEMENT. The waivers contained in Paragraph 7.1.3 shall continue to apply after final payment is made.

7.10.8 Waiver Due to Untimely Notice: Claims arising after the making of final payment shall be barred, and no suit or demand may be filed if Notice as stated in Paragraph 7.10.3.2 is not given. Nothing in this Paragraph shall be construed as directly or indirectly limiting the time to institute suit, but rather to give the responding party timely notice and prompt opportunity to investigate the allegations of the dispute.

7.11 The OWNER represents that it has sufficient funds or the means of obtaining funds to remit payment to the DESIGN-BUILDER for services rendered by the DESIGN-BUILDER.

#### 7.12 Publications

Recognizing the importance of professional development on the part of DESIGN-BUILDER'S employees and the importance of DESIGN-BUILDER'S public relations, DESIGN-BUILDER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to DESIGN-BUILDER'S services for the Project. Such publications will be provided to OWNER in draft form for OWNER'S advance review. OWNER shall review such drafts promptly and provide OWNER'S comments to DESIGN-BUILDER. OWNER may require deletion of proprietary data or confidential information from such publications, but otherwise OWNER will not unreasonably withhold approval. The cost of DESIGN-BUILDER'S activities pertaining to any such publication shall be for DESIGN-BUILDER'S account.

#### 7.13 Indemnification for Pollution Related Claims

For services involving or related to pollution, toxic substances, or hazardous wastes or asbestos abatement work, OWNER agrees to release, defend, indemnify, and hold harmless DESIGN-BUILDER and its officers, directors, employees, agents, and consultants and from all liability, claims, demands, damages, losses, and expenses, direct, indirect or consequential, including, but not limited to, claims of OWNER and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs arising out of the performance of this AGREEMENT. This indemnification provision extends to claims against DESIGN-BUILDER which arise out of the actual, alleged, or threatened dispersal, escape, or release of chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant, or arising out of or resulting from asbestos abatement work.

#### 7.14 Indemnification

7.14.1 Except for those projects identified in Section 7.13, and subject to the provisions of Sections 4 and 8 of this Agreement, DESIGN-BUILDER agrees to indemnify OWNER for damages, costs and expenses (including reasonable attorney's fees) but only to the extent caused by the negligent acts, errors or omissions of DESIGN-BUILDER, its officers, directors, shareholders, employees, agents, and consultants, and any of them. Nothing in this Agreement shall require DESIGN-BUILDER to provide a defense of the OWNER against any claim, suit or complaint.

7.14.2 To the extent permitted by law, OWNER agrees to indemnify DESIGN-BUILDER for damages, costs and expenses (including reasonable attorney's fees) but only to the extent caused by the negligent acts, errors or omissions of OWNER, its officers, directors, shareholders, Contractors, employees, agents, and consultants, and any of them.

7.14.3 OWNER agrees that it will require all construction Contractors to indemnify, defend, and hold harmless OWNER and DESIGN-BUILDER from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractors, or their employees, agents, subcontractors, and suppliers.

#### 7.15 Computer Models

DESIGN-BUILDER may use or modify DESIGN-BUILDER'S proprietary computer models in service of OWNER under this AGREEMENT, or DESIGN-BUILDER may develop computer models during DESIGN-BUILDER'S service to OWNER under this AGREEMENT. Such use, modification, or development by DESIGN-BUILDER does not constitute a license to OWNER to use or modify DESIGN-BUILDER'S computer models. Said proprietary computer models shall remain the sole property of the DESIGN-BUILDER. OWNER and DESIGN-BUILDER will enter into a separate license agreement if OWNER wishes to use DESIGN-BUILDER'S computer models.

#### 7.16 Reuse of Documents

All documents including Contract Drawings and Specifications prepared or furnished by DESIGN-BUILDER (and DESIGN-BUILDER'S independent professional associates and consultants) pursuant to this AGREEMENT are instruments of service in respect of the Project, and DESIGN-BUILDER shall have the ownership and property interest therein whether or not the Project is completed. OWNER may make



and retain copies for information and reference in connection with the use and occupancy of the project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by DESIGN-BUILDER for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to DESIGN-BUILDER, or to DESIGN-BUILDER'S independent professional associates or consultants, and OWNER shall indemnify and hold harmless DESIGN-BUILDER and DESIGN-BUILDER'S independent professional associates and consultants from and against all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle DESIGN-BUILDER to further compensation at rates to be agreed upon by OWNER and DESIGN-BUILDER.

#### 7.17 Electronic Media

Any electronic media furnished with respect to DESIGN-BUILDER'S services are for OWNER'S information and convenience only. Such media are not to be considered part of DESIGN-BUILDER'S instruments of service. (Due to the potential that information contained in electronic media can be modified by OWNER or others, DESIGN-BUILDER, at its option, may remove all indicia of DESIGN-BUILDER'S ownership and involvement from each electronic display.)

DESIGN-BUILDER shall not be liable for loss or damage directly or indirectly, arising out of use of electronic media including, but not limited to, any loss of business or incidental or consequential damage. OWNER shall assume all risk and release, indemnify, and hold harmless DESIGN-BUILDER, its officers, directors, employees, servants, agents, successors, and assigns, from and against each and every claim or cause of action that OWNER or others may have or which may arise in the future respecting use of the electronic media.

If there is a discrepancy between the electronic media files and the signed and sealed hard copies, the hard copies shall govern.

#### 7.18 Notices

Any Notice required under this AGREEMENT will be in writing, addressed to the appropriate party at the following addresses:

OWNER'S address:

City of Sedalia, Missouri  
200 South Osage Avenue  
Sedalia, Missouri 65301

DESIGN-BUILDER'S address:

Burns & McDonnell Engineering Company, Inc.  
Cliff Cate  
9400 Ward Parkway  
Kansas City, Missouri 64114

#### 7.19 Successor and Assigns

OWNER and DESIGN-BUILDER each binds itself and its successors, executors, administrators, and assigns to the other party of this AGREEMENT and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this AGREEMENT; except as above, neither OWNER nor DESIGN-BUILDER shall assign, sublet, or transfer its interest in the AGREEMENT without the written consent of the other.

#### 7.20 Controlling Law

This AGREEMENT shall be subject to, interpreted, and enforced according to the laws of the State of Missouri without regard to any conflicts of law provisions.

#### 7.21 Entire Agreement

This AGREEMENT represents the entire AGREEMENT between the DESIGN-BUILDER and OWNER relative to the Scope of Services herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to DESIGN-BUILDER'S services described herein are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event OWNER issues to DESIGN-BUILDER a purchase order, no preprinted terms thereon shall become a part of this AGREEMENT. Said purchase order document, whether or not signed by DESIGN-BUILDER, shall be considered as a document for the OWNER'S internal management of its operations.

#### SECTION 8 – LIMITATION OF LIABILITY

8.1 To the fullest extent permissible by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of DESIGN-BUILDER, its officers, directors, shareholders, employees, agents, and consultants, and any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all claims, losses, liabilities, costs or damages ("Liabilities") whatsoever arising out of, resulting from or in any way related to the Project or this Agreement from any form of negligence, professional errors or omissions (including breach of contract or warranty) of DESIGN-BUILDER, its officers, directors, employees, agents or consultants, or any of them, SHALL NOT EXCEED the total compensation actually received by DESIGN-BUILDER under the Agreement. The parties agree that specific consideration has been given by the DESIGN-BUILDER for this limitation and that it is deemed adequate.

8.2 In no event will DESIGN-BUILDER be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of OWNER, or governmental fines or penalties.

IN WITNESS WHEREOF, the parties have made and executed this AGREEMENT as of the day and year first above written.

#### THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

OWNER:

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

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

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

DESIGN-BUILDER: Burns & McDonnell  
Engineering Company, Inc.

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

Name: DEVIN FREICKMAN

Title: VICE PRESIDENT

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

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

**AN ORDINANCE AUTHORIZING A PAVING PROJECTS AGREEMENT BY AND BETWEEN SEDALIA #200 SCHOOL DISTRICT AND THE CITY OF SEDALIA, MISSOURI.**

**WHEREAS**, The City of Sedalia, Missouri, has received a proposal to enter into a paving projects agreement with Sedalia #200 School District; and

**WHEREAS**, under the agreement, the City of Sedalia, Missouri, shall track time and materials costs incurred, including mobilization and shall prepare and submit an itemized invoice of costs incurred. Other terms are more fully described in the proposed agreement 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, hereby approves and accepts the paving projects agreement by and between Sedalia #200 School District and the City of Sedalia, Missouri, in substantively the same form and content as the agreement has been proposed.

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 3<sup>rd</sup> day of June, 2024.

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

Approved by the Mayor of said City this 3<sup>rd</sup> day of June, 2024.

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

ATTEST:

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

## **SEDALIA #200 SCHOOL DISTRICT & CITY OF SEDALIA PAVING PROJECTS AGREEMENT**

This paving projects agreement (hereinafter referenced as "Agreement") is dated this 20th day of May, 2024, by and between the Sedalia #200 School District (hereinafter referenced as "District") and the City of Sedalia, Missouri (hereinafter referenced as "City").

The parties individually and severally, agree to enter into this intergovernmental Agreement, by the authority granted to each of them under Chapter 70 of the Revised Statutes of Missouri and further agree as follows.

### **1. Background**

District has several schools and other properties throughout the community with paved surfaces for access and parking. City maintains equipment and personnel capable of repairing or maintaining such surfaces to include, crack seal, chip and seal, pothole repair, overlay, as well as, milling and repaving them. Further, City has established procurement arrangements to secure the materials at favorable costs. City has excess capacity for the use of the equipment and is willing to make some of this excess capacity available for paving projects for District. District desires to use some of this excess capacity and is willing to offset City's cost incurred for such paving projects. The parties recognize that since they both serve many of the same taxpayers, a cooperative agreement is in the best interest of such taxpayers by minimizing the net overall costs of these services to them.

### **2. Defining Projects**

District may identify specific paving projects it desires to have City perform work on. City Operations Director is available to consult with District in identification of projects upon request. District then contacts City through its Assistant City Administrator to coordinate City staff to develop the scope of work, an estimated timeline and provide an estimate of the costs associated with the project. City will present the defined scope, estimated timeline, and estimated cost to District Superintendent. If District Superintendent finds this scope, estimated timeline, and estimated cost acceptable he or she shall confirm as such in writing to the Assistant City Administrator.

Note to be most effective and efficient, this planning should take place prior to April each year. This will allow City staff to better coordinate its staffing schedules and work with the materials suppliers to get on their schedules. Nonetheless, City will still work with District on projects that are identified throughout the year and do what they can to fit these projects in as well.

### **3. Project Performance**

City Operations Director will coordinate with District Facilities Director on the specific timing and performance of each approved project in accordance with the agreed upon scope and estimated timeline. If the estimated timeline and / or costs are anticipated to be exceeded, City Operations Director shall notify District Facilities Director as soon as practical after becoming



aware of the necessity to change the timeline or estimated costs. District Facilities Director shall notify City Operations Director in writing if the revised estimated costs and / or timeline are acceptable.

#### **4. Cost Reimbursement**

City shall track time and materials costs incurred to deliver the project, including mobilization. Within a reasonable time for preparation after completion of the project, City shall prepare and submit an itemized invoice of the costs incurred to perform such project. For simplicity in tracking and calculating costs, direct labor gross wages will be multiplied by 44% to cover payroll taxes and benefits. Also, an administrative fee of 5% of gross wages will be charged to cover supervision, accounting, and billing costs. Note that fuel and other variable costs will be included in the invoice, however, no charges will be included for depreciation or fees for the use of the equipment, since this is a service to many of the same taxpayers.

District may request and City shall provide additional documentation reasonably necessary to satisfy District of the validity of the charges. District shall pay all invoices within thirty (30) days of presentment, or present their reasonable objection to such invoice. The parties shall work together in good faith to resolve any contested amount as quickly as practical. All amounts not reasonably contested shall be paid within these terms and for the contested amounts, within thirty (30) days after resolution of the disputed amount.

#### **5. Termination**

This Agreement shall continue in full force and effect, subject to amendments, until either of the parties have terminated their participation in this Agreement by giving written notice at least thirty (30) days prior to the effective date of the termination. Any approved costs incurred for work performed on any approved project prior to the effective date of termination shall be reimbursed no later than thirty days (30) after the termination date or the date of approval, whichever is later.

#### **6. Effective Date, Amendments and Severability**

**Effective Date:** This Agreement shall be in full force and effect upon execution by both of the parties, as of the date of the last party to sign the agreement and remain until terminated as provide for herein.

**Amendments:** This agreement may be amended by the parties from time to time but any amendment shall be in writing and executed by both parties.

**Severability:** If any one or more of the provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceable shall not affect any other provisions of this agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been a part of this Agreement.



## **7. Indemnification and Liability**

**Indemnification:** To the extent allowable by law, each party shall defend, indemnify and hold harmless the other party from any and all claims, loss or damage, including costs and reasonable attorney fees, arising out of that party's negligent performance of this agreement. This provision shall survive the termination or expiration of this agreement.

**Liability of the Parties:** This agreement is only for the benefit of the parties named herein, no other rights or obligations to any other entity are created by this agreement. Neither of the parties shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Each party is independent of each other and no employer / employee relationship is created by this agreement. Thereby, each party is responsible for their own employment and other liabilities incurred through the performance of this Agreement. This paragraph is intended only to define the liabilities between the parties to this Agreement and is not intended to modify, in any way, the parties' liabilities under federal, state, local or common law. Further, the parties, nor any of their employees, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to any law.

## **8. Dispute Resolution**

The Parties shall bargain in good faith with open and honest communications to resolve any disputes arising out of this arrangement and agreement. In the event that resolution of any disputes that is not resolved through such bargaining in good faith, the Parties hereby agree to jurisdiction in Pettis County Circuit Court.

## **9. City Obligations**

The City agrees to perform the paving projects in a good workmanlike and lien free manner in accordance with the agreed upon scope and in compliance with all applicable laws, including without limitation any public works related requirements. The City shall repair any damage caused as a result of such paving projects and promptly restore the District's property to the same condition it was in prior to the damage.

IN WITNESS WHEREOF, the parties have hereunto have set their hands and seals by their duly authorized officers, agents or representatives.

**Sedalia #200 School District**

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

Board President

**City of Sedalia, Missouri**

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

Kelvin L. Shaw, City Administrator

ATTEST:

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

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

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

**AN ORDINANCE AUTHORIZING AMENDMENT NUMBER 2 TO TASK ORDER NUMBER 1 FOR PRAIRIE HOLLOW WATER AND SEWER MAIN EXTENSION.**

**WHEREAS**, the City of Sedalia, Missouri has received Amendment No. 2 to Task Order No. 1 from Burns & McDonnell for design of water and sewer main extension for the future development of Prairie Hollow Subdivision and other properties because of said extension; and

**WHEREAS**, under the attached amendment, the City of Sedalia, Missouri shall pay the sum and amount of Seventy-seven Thousand Four Hundred Ninety-two Dollars (\$77,492.00) to Burns & McDonnell Engineering Company, Inc. for said services as more fully described in the proposed amendment 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 amendment Number 2 to Task Order 1 by and between the City of Sedalia, Missouri and Burns & McDonnell Engineering Company, Inc. attached hereto in substantively the same form and content 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 amendment 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 amendment 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 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 3<sup>rd</sup> day of June, 2024.

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

Approved by Mayor of said City this 3<sup>rd</sup> day of June, 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

**CC:** Jason Myers, City Clerk

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

**DATE:** May 22, 2024

**SUBJECT: AMENDMENT NO.2 TO PROFESSIONAL SERVICES  
AGREEMENT: ENGINEER-OWNER TASK ORDER NO. 1**

---

## Background:

The city is under contract with Burns & McDonnell for the design of a water and wastewater main line extension to serve the future development of Prairie Hollow subdivision and other potential properties because of said extension.

Several alternatives were discussed, reviewed and vetted out; however either due to cost or requirements for easements or additional right-of-way those options were no longer available.

## Discussion:

Another option that we reviewed was to take the utilities to the east and tie in to existing utilities that are in the Cambridge Drive area. Before moving forward with any design work city staff contacted all of the property owners along the proposed route to ensure they were willing to provide a utility easement.

In addition, we asked the engineer to review the existing downstream wastewater system to ensure there was sufficient capacity for this development. There is sufficient capacity for the first three (3) phase of the development, which is approximately 10 to 15 years into the future, based on the developer's projections.

This amendment provides for engineering services to design water and wastewater for this proposed route, including construction documents. The cost for Amendment No. 2 is \$77,492.

Recommendation:

City Staff recommends approval of Amendment No. 2 to the Professional Services Agreement between Burns & McDonnell (Engineer) and City of Sedalia (Owner) by City Council. That an Ordinance be prepared and adopted for the Mayor's signature; in addition, have the City Administrator sign said Amendment No. 2.





**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT  
ENGINEER-OWNER AGREEMENT  
TASK ORDER NO. 1**

**AMENDMENT No. 2**

**Date: March 28, 2024**

**THIS AMENDMENT** modifies the Agreement dated February 22, 2023 made by and between **Burns & McDonnell Engineering Company, Inc.**, (hereinafter called **ENGINEER**), and **City of Sedalia, Missouri** (hereinafter called **OWNER**) for the following Project: Prairie Hollow Water and Sewer Main Extension. For good and valuable consideration, the sufficiency of which is acknowledged, the parties agree to make the following changes to their Agreement.

1. The parties agree that the **ENGINEER's** Scope of Services is amended as follows:

*Task 200 – Field Investigations Additional Services*

*Water and Sewer Main Route Surveys and Right-of-Ways – Additional planimetric survey will be performed along the alignment as shown in Figure 1, collecting survey ground shots to verify existing LiDAR data. Topography will incorporate the collected ground shows with available LiDAR data. Survey width along the alignment will range from approximately 30 to 80 feet. Property line and right-of-way features will also be collected for parcels that intersect with the alignment shown in Figure 1.*



**Figure 1: Alternate Alignment**

*Ownership and Easements – An additional eight (8) ownership records will be obtained for up to nineteen (19) properties within the Project site. Four (4) additional permanent easement and four (4) additional temporary construction easement descriptions shall be prepared, a total of twenty four (24) easement descriptions, for use by **OWNER** to acquire easements, rights-of-way and/or properties.*

*Task 400 – Design Phase Additional Services*

*Task 402A 90% Redesign – Sewer and water main alternative alignment design and resubmittal of Task 402 Pre-Final Design (90% Design) deliverables shall be completed. Engineer will redesign the proposed water and sewer mains to reflect the alignment depicted in Figure 1. ENGINEER shall revise the Drawings, OPCC, and Project Manual to incorporate alignment changes. OWNER shall be responsible for Floodplain Development Permit requirements. ENGINEER shall organize and conduct an on-site review meeting with the OWNER to review the revised design, walk the revised alignment, and receive review comments. The following Drawings from the 90% Submittal on September 1, 2023 are anticipated to be revised with the alternate alignment: Cover-Index, Water Main Key Map and Survey Control, Sanitary Sewer Key Map, Erosion Control Plan, Water main Plan and Profile sheets, Sanitary Sewer Plan and Profile sheets, Enlarged Lift Station Site Plan, Civil Details 3, Civil Details 4, Electrical Drawings, Reference Drawings.*

*Task 403A MDNR Construction Permit Application – ENGINEER shall provide Design Summary Memorandum to OWNER to support MDNR Construction Permit Application. OWNER shall complete MDNR Construction Application. ENGINEER shall address review comments provided by MDNR prior to submitting Final Bidding and Construction Documents.*

2. The following adjustments are made to the ENGINEER'S compensation:  
*Per Paragraph 2.A.1 of the Agreement Task Order No. 1, the amount of payment shall be increased by the lump sum amount of Seventy Seven Thousand Four Hundred Ninety Two Dollars and no cents (\$77,492), for a total lump sum amount of Three Hundred Fifty Nine Thousand Seven Hundred and Sixty Dollars and no cents (\$359,760).*

3. The time for completion of ENGINEER's Services is adjusted as follows:  
*Per Paragraph 3.A of the Agreement Task Order No. 1, the time of service shall be revised as follows: ENGINEER shall proceed with providing the services set forth in this Amendment No. 2 and of Task 403 and Task Series 500 of Task Order No. 1, Exhibit B – Scope of Services within approximately five (5) days of the execution of this Amendment No. 2. It is anticipated that these services shall be completed within two hundred and ten (210) days of execution of this Amendment No. 2.*

4. Other changes to the Agreement, if any, are stated below:  
None

5. The terms of this AMENDMENT supersede any contrary terms of the Agreement. This AMENDMENT will be deemed a part of, and be subject to, all other terms and conditions of the Agreement. Except as modified above, the Agreement will remain in full force and effect.

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

**THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED BY THE PARTIES.**

**OWNER: City of Sedalia, Missouri**

**ENGINEER: Burns & McDonnell Engineering Company, Inc.**

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

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

Name: Kelvin L. Shaw

Name: Darin Brickman, P.E.

Title: City Administrator

Title: Vice President

**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 2025 in accordance with the requirements of Section 67.010, RSMo, by Ordinance No. 11990 on March 18, 2024, 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 WPC Fund must be increased by a total of \$175,890 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 Trommel Screen for Compost.

**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 June 3, 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 WPC TROMMEL SCREEN PURCHASE.**

**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 3<sup>rd</sup> day of June 2024.

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

Approved by the Mayor of said City this 3<sup>rd</sup> day of June 2024.

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

ATTEST:

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



Exhibit A  
City of Sedalia  
FY25 Budget Amendment 8/3/2024 WPC Trommel Screen Purchase

Account / Description	Current Budget	Change	Amended Budget	Comments
<b>Expenditures / Uses of Funds</b>				
61-51-351-00 Equipment	209,192.60	175,890.00	385,082.60	Trommel Screen Purchase - Compost
<b>Total Expenditure Change</b>		<u>175,890.00</u>		
		<u>(175,890.00)</u>		<b>Net Increase (Decrease) in Projected Fund Balance</b>

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

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

**AN ORDINANCE APPROVING AND ACCEPTING A BID FOR THE PURCHASE OF A TROMMEL SCREEN FOR THE COMPOST FACILITY.**

**WHEREAS**, The City of Sedalia, Missouri, has received a bid from GrinderCrusherScreen, Inc. for the purchase of a 2024 Screen USA TROM512; and

**WHEREAS**, under the terms of the bid, the City of Sedalia shall pay the total sum and amount of One Hundred Seventy-nine Thousand Three Hundred Eighty Dollars (\$179,380.00) to GrinderCrusherScreen, Inc. for said Screen as more fully described in the bid attached to this Ordinance and incorporated by reference herein.

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

**Section 1.** The Council of the City of Sedalia, Missouri, hereby approves and accepts the bid from GrinderCrusherScreen, Inc. 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 bid 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 bid 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 3<sup>rd</sup> day of June 2024.

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

Approved by the Mayor of said City this 3<sup>rd</sup> day of June 2024.

ATTEST:

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

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

To: Kelvin Shaw City Administrator and Matt Wirt Asst. City Administrator  
From: Justin Bray  
Date: May 30, 2024  
Subject: Trommel Screen for Public Works Compost Division

The Compost Division provides essential sludge disposal that allows the City to remain compliant with DNR Permit regulations granted for waste water treatment. The process utilizes a screen to process ground wood chips to mix with sludge from the waste water plants. The existing 15-year-old screen is presently inoperable even with best made efforts to keep it operational. Staff solicited vendors to repair the screen and received an estimate for over \$200,000 in repairs. With this screen inoperable it will prohibit the completion of vital sludge elimination, that may result in future DRN violations.

Due to the cost to repairs far exceeding the cost of a new screen staff solicited bids and received one bid. Crusher Screen, Inc. 1772 Corn Road Smyrna, GA 30080 submitted a bid for a Trom512 Screener. This bid met all specifications and includes the following warranties; Cat 2 year, 2,000 hours on Engine and Drive Train, a limited 1 year or 1,000 hours Electrical Systems/Components, and other parts limited 1 year or 1,000 hours.

I recommend purchasing the Trom512 from Grinder Crusher Screen, Inc, for the amount of \$175,890.00 with a delivery cost of \$3,490.00 for a total cost of \$179,380.00. This item was not included in the FY25 WPC budget due to the unexpected needed repairs. I request a budget amendment to purchase the screen in the WPC capital equipment account.

Thank you,

Justin Bray,  
Operations Director,  
Public Works Department

**BID FORM**

**One (1) Trommel Screen (TROM512)**  
**DUE DATE: May 29, 2024 at 3:00 p.m. CST.**

This bid covers a package consisting of one (1) Trommel Screen (TROM512) for The City of Sedalia Public Works Operations Division as specified:

TOTAL PROPOSED COST OF BID ..... \$175,890.00

COST FOR DELIVERY TO THE CITY OF SEDALIA ..... \$3,490.00

PROPOSED DELIVERY OF THE SCREEN ..... 7 Days subject to prior sale

**MANUFACTURER WARRANTY ON VEHICLE**

Engine and Drive Train .....	<u>Cat 2 year, 2,000 hours</u>
Electrical Systems and Components .....	<u>Limited 1 year or 1,000 hours (attached)</u>
Other Parts of the Screen .....	<u>Limited 1 year or 1,000 hours (Attached)</u>

IS EXTENDED WARRANTY AVAILABLE, IF YES, DESCRIBE BELOW THE WARRANTY AVAILABLE, COST AND LIMITATIONS:  
NO

DOES YOUR BID MEET ALL THE SPECIFICATIONS LISTED EXCEPT THOSE YOU HAVE NOTED IN THE ATTACHED BID CHECKLIST? x YES      NO

ARE THERE ADDITIONAL CHARGES NOT LISTED IN YOUR BID? (IF THE ANSWER IS YES, PLEASE SPECIFY BELOW).  
NO

LIST ANY ATTACHED INFORMATION SUCH AS: PICTURES/BROCHURES OF THE PROPOSED SYSTEM, TYPES OF SPECIAL FEATURES NOT CONSIDERED, AND OTHER INFORMATION ON THIS PROPOSAL. I have attached literature on the proposed Screen USA TROM512 and a copy of the limited warranty

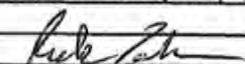
Bidding Company: GrinderCrusherScreen Inc.

Bidding Agent: Rick Cohen

Address: 1772 Corn Road Smyrna, GA 30080

Date: 5/24/24

Phone: 770-433-2670

Agent's Signature: 

Date: 5/24/24

**ON THE FRONT OF YOUR BID ENVELOPE MARK: 2025-003 Trommel Screen Public Works Operations Division**

Mail To: City of Sedalia  
Office of the City Clerk  
200 S. Osage Avenue  
Sedalia, MO 65301-4334

This procedure is in accordance with the provisions of Ordinance No. 6626 of the City of Sedalia, Missouri. Additional information or questions concerning this request may be directed to the office of City Clerk (660/827-3000).

### **PART III: SPECIFICATIONS FOR SCREEN**

A complete copy of this checklist must be returned with accompanying bid form to constitute a responsive bid.

#### **General Bid Specifications: TROM512 Trommel Screen**

Model Selected: 2024 Screen USA TROM512

Does bid meet specifications  
**TO BE COMPLETED BY  
BIDDER**

	YES	NO
1. Track Mounted	YES	_____
2. Engine CAT C2.2	YES	_____
3. Fines Conveyor 36" Wide x 10' Discharge Height and Overs Conveyor 30" Wide x 7.8' Discharge Height	YES	_____
4. 3/4" Screens Installed	YES	_____
5. Additional 7/16" Screens	YES	_____
6. 3.2 Cubic Yard Hopper	YES	_____
7. 39" Wide Feeder Belt	YES	_____
8. Easy Access Doors on Each Side of the 5' x 12' Dual Drive Trommel Drum	YES	_____
9. 18 Gallon Fuel Tank	YES	_____
10. 70 Gallon Hydraulic Tank	YES	_____
11. Drum Brush (Cleanout Brush)	YES	_____

#### **A. Other Information:**

It shall be the responsibility of the dealer and the manufacturer supplying the trommel screen purchased to maintain an adequate stock of all regular and special parts in the area of purchase. A special system shall be set up for expediting "hard to get" items. Shop manuals and the technical service bulletins shall also



## Tabulation of Bids

**Trom512 Trommel Screen**

**May 29, 2024 3:00 p.m.**

**Council Chambers**

<p style="text-align: center;"><b>Grinder Crusher Screen, Inc.</b>  <b>1772 Corn Road</b>  <b>Smyrna, GA 30080</b></p>	
Total Proposed Cost	<b>\$175,890.00</b>
Cost - Delivery	<b>\$3,490.00</b>
Make & Model	2024 Screen USA TROM512
Delivery	7 Days subject to prior sale
<u>Manufacturer Warranty</u>	
Engine and Drive Train	Cat 2 year, 2,000 hours
Electrical Systems/Components	Limited 1 year or 1,000 hours
Other Parts	Limited 1 year or 1,000 hours
Extended Warranty	No
Meet Specs	Yes
Additional Charges	No

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

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

**AN ORDINANCE APPROVING AND ACCEPTING A BID FOR PURCHASE OF A 2024 RAM 5500 TO BE UTILIZED BY THE WATER DEPARTMENT.**

**WHEREAS**, The City of Sedalia, Missouri, has received a bid from W-K Chrysler Dodge Jeep Ram of Sedalia for the purchase of a 2024 Ram 5500 Truck to be utilized by the Water Department; and

**WHEREAS**, under the bid, the City of Sedalia shall pay the total sum and amount of Eighty-three Thousand Three Hundred Ten Dollars (\$83,310.00) to W-K Chrysler Dodge Jeep Ram of Sedalia for said vehicle as more fully described in the bid attached to this Ordinance and incorporated by reference herein.

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

**Section 1.** The Council of the City of Sedalia, Missouri, hereby approves and accepts the bid by and between the City of Sedalia, Missouri, and W-K Chrysler Dodge Jeep Ram of Sedalia 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 said quote, in substantively the same form and content as it has been proposed.

**Section 3.** The City Clerk is hereby directed to file in his office a duplicate or copy of the bid 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 3<sup>rd</sup> day of June 2024.

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

Approved by the Mayor of said City this 3<sup>rd</sup> day of June 2024.

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

ATTEST:

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

To: Matt Wirt, Assistant City Administrator  
From: William Bracken, Utility Director  
Date: May 28th, 2024  
Subject: Purchase of Ram 5500

The water department planned in the FY25 budget to purchase a heavy-duty service truck for an additional crew that has been developed through the combination of the water and sewer departments. During May bids were sought and accepted for a 2024 Ram 5500 4x4 with service bed. This truck has the proper load capacity to pull the digging equipment and service bed to haul necessary pumps/tools used for emergency repairs. The only bid received was from W-K Chrysler Dodge Jeep Ram of Sedalia for the amount of \$83,310. The bid is less than the budgeted amount. Staff recommends acceptance of the bid for a utility truck from WK Chrysler of Sedalia.

**BID FORM**  
**1-2024-25 (White) Ram 5500 Truck with PGTD Bed**

**DUE DATE: May 24<sup>th</sup>, 2024 at 2:00 p.m. CST.**

This bid covers a package consisting of one (1) Ram 5500 series truck with Knapheide PGTD bed for The City of Sedalia Utilities Department as specified:

TOTAL PROPOSED COST OF BID ..... \$83,310.00

COST FOR DELIVERY TO THE CITY OF SEDALIA ..... 000.00

MAKE & MODEL OF PROPOSED VEHICLE ..... RAM 5500

PROPOSED DELIVERY OF THE VEHICLE ..... 90 DAYS FROM ACCEPTANCE

MANUFACTURER WARRANTY ON VEHICLE

Engine, Transmission and Drive Train .....	<u>100 MONTHS / 100,000 MILES</u>
Electrical Systems and Components .....	<u>36 MONTHS / 36,000 MILES</u>
Other Parts of the Vehicle .....	<u>N/A</u>

IS EXTENDED WARRANTY AVAILABLE, IF YES, DESCRIBE BELOW THE WARRANTY AVAILABLE, COST AND LIMITATIONS:

NO

DOES YOUR BID MEET ALL THE SPECIFICATIONS LISTED EXCEPT THOSE YOU HAVE NOTED IN THE ATTACHED BID CHECKLIST? ☒ YES ☐ NO

ARE THERE ADDITIONAL CHARGES NOT LISTED IN YOUR BID? (IF THE ANSWER IS YES, PLEASE SPECIFY BELOW).

NO

LIST ANY ATTACHED INFORMATION SUCH AS: PICTURES/BROCHURES OF THE PROPOSED SYSTEM, TYPES OF SPECIAL FEATURES NOT CONSIDERED, AND OTHER INFORMATION ON THIS PROPOSAL. VEHICLE SPEC/BUILD SHEET + ITEMIZED BED BID.

Bidding Company: W-E CORP of SEDALIA

Bidding Agent: CHRIS CLUTTER

Address: 2901 S. LINCOLN AVE. SEDALIA MO 65301

Date: 5-7-2024

Phone: 660-826-2700

Agent's Signature: [Signature]

Date: 5-7-2024

ON THE FRONT OF YOUR BID ENVELOPE MARK: 2025-001 Vehicle Purchase Utility Division

Mail To: City of Sedalia  
Office of the City Clerk  
200 S. Osage Avenue  
Sedalia, MO 65301

### **PART III: SPECIFICATIONS FOR VEHICLE**

A complete copy of this checklist must be returned with accompanying bid form to constitute a responsive bid.

#### **General Bid Specifications: Ram 5500 Utility Truck**

Model Selected: 2024-25 Ram 5500 truck with Knapheide PGTD bed

Does bid meet specifications  
**TO BE COMPLETED BY  
BIDDER**

	YES	NO
1. Regular cab, four-wheel drive	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Engine: I-6 Type, 6.7 liter, heavy duty radiator and cooling system (including heater), oil filter and replacement element air filter.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Air Conditioning: Factory installed air conditioner and fresh air heater and defroster	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Transmission: Best grade heavy duty automatic transmission recommended for Towing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Steering: Power Steering with tilt wheel	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. 12" Banjo style rear Axle with 4.44 Ratio, Anti-spin Differential	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Alternator: Heavy duty alternator required with minimum of 220 amps	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Battery: Heavy duty dual 800 cca batteries (780 cca)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Glass: Tinted - all windows	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. 7 pin trailer harness	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Front Open 10.5" differential	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. HD vinyl 40/20/40 Bench seat	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13. Gauges: Equipped with gauges showing temperature	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Power Accessories: Door locks and windows	<input checked="" type="checkbox"/>	<input type="checkbox"/>

TRADESMAN LEVEL 1 GROUP



- |   |                                     |                          |
|---|-------------------------------------|--------------------------|
| 15. Windshield Wipers: Two speed, intermittent windshield wipers  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 16. Radio: AM/FM required   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 17. Speakers: Standard factory  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 18. Floor Covering: heavy duty vinyl type, both front and rear, no carpet   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 19. Dual rear 19.5 x 6" wheels  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 20. Horns: factory equipped   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 21. Cigarette Lighter or auxiliary power supply   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 22. Speedometer: Calibrated and properly geared for accuracy  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 23. Anti-Freeze: Permanent anti-freeze to be furnished by dealer in the radiators of the vehicles capable of withstanding -20 degree temperatures | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

**Bed Specifications**

- |   |                                     |                          |
|---|-------------------------------------|--------------------------|
| 24. Knapheide PGTD-114 11'4" gooseneck platform   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 25. Body Structure: 1/8" treadplate floor, 3/8" rub rails D-rings installed in floor  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 26. Exterior Color: Black   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 27. B&W turnover ball hitch rated at 30,000 lbs. maximum gross trailer Weight and 7500 maximum tongue weight, spring loaded chain retainers and 2 5/16 ball | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 28. LED lighting package for all external lighting and switchable LED lighting inside compartments  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 29. Class V receiver hitch, 2.5" tube, 21000lb capacity   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 30. 2 Ctech drawer units in first and second drivers side Compartments with drawer liners   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 31. Front License Plate Holder  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 32. Rear backup camera and backup warning alarm   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

**A. Other Information:**

It shall be the responsibility of the dealer and the car manufacturer supplying the vehicles purchased to maintain an adequate stock of all regular and special parts in the area of purchase. A special system shall be set up for expediting "hard to get" items. Shop manuals and the technical service bulletins shall also be available at the dealership for inspection by the City of Sedalia.

It shall also be the dealer's responsibility to provide to the City of Sedalia with any

W-K CHRYSLER DODGE JEEP RAM OF SEDALIA  
2901 S LIMIT AVE  
SEDALIA, MO 653016838

Configuration Preview

Date Printed: 2024-05-07 11:27 AM VIN:  
Estimated Ship Date: VON:

Quantity: 1  
Status: BA - Pending order  
FAN 1: 002HN City of Sedalia, Missouri  
FAN 2:  
Client Code:  
Bid Number: TB4073  
PO Number:

Sold to: W-K CHRYSLER DODGE JEEP RAM OF SEDALIA (45852)  
2901 S LIMIT AVE  
SEDALIA, MO 653016838  
Ship to: W-K CHRYSLER DODGE JEEP RAM OF SEDALIA (45852)  
2901 S LIMIT AVE  
SEDALIA, MO 653016838

Vehicle: 2024 5500 REG CAB CHASSIS 4X4 (168.5 in WB - CA of 84 in) (DP0L64)

	Sales Code	Description	MSRP(USD)
Model:	DP0L64	5500 REG CAB CHASSIS 4X4 (168.5 in WB - CA of 84 in)	56,745
Package:	2YA	Customer Preferred Package 2YA	0
	ETN	6.7L I6 Cummins Turbo Diesel Engine	9,295
	DF2	6-Spd Auto Aisin AS69RC HD Trans	1,000
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0
	APA	Monotone Paint	0
	*TX	HD Vinyl 40/20/40 Split Bench Seat	0
	-X8	Black/Diesel Gray	0
Options:	MAF	Fleet Purchase Incentive	0
	XAC	ParkView Rear Back-up Camera	495
	XAW	Rear Backup Alarm	145
	A61	Tradesman Level 1 Equipment Group	1,880
	MDA	Front License Plate Bracket	0
	CBE	40/20/40 Split Bench Seat	0
	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	174	Zone 74-Denver	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB4073	Government Incentives	0
Destination Fees:			1,995

Total Price: 71,555

Order Type: Fleet  
Scheduling Priority: 1-Sold Order  
Salesperson:  
Customer Name:  
Customer Address:  
Instructions: USA  
PSP Month/Week:  
Build Priority: 99

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

Contact(s):

Customer: W K Chrysler Dodge Jeep Ram

ID: 111506  
Address:

Phone: 6608823366  
Contact: Kyle Weymuth  
Email: kyle.weymuth@wkfamily.com

Terms: NET 30 DAYS  
Bid Spec:

Description: PGTD-94

Quote Information:

Customer Request Date:  
Quote Completed Date:  
# of Units: 1

Vehicle Information:

Make: Ram  
Chassis Type: Chassis Cab  
Rear Axle Type: DRW  
Fuel Type: Diesel  
GVWR: 19500

Model: 5500  
Cab Type: Regular  
Drivetrain: 4x4  
Transmission Type: Auto

Year: 2024  
Cab to Axle: 84  
Engine Size: 6.7  
Wheelbase: 168.7

Item	Description	Quantity	Unit Price	Total
PGTD-114	PGTD-114 11' Gooseneck Platform Overall Dimensions: 11'-4" Long x 96" Wide Platform Floor: 1/8" Tread Plate Cross sills (18"spc.): 3.0" 12Ga Formed Long sills (34"spc.): 4" Formed Channel 3/8" Rub Rail Each Side Formed Rear Skirt 12Ga. with 1/8" Tread Plate Step Bumper Turnover Ball Hitch Rated at 30,000 lbs Maximum Gross Trailer Weight 7,500 lbs Maximum Tongue Weight Includes Spring Loaded Chain Retainers Built into Floor and a 2-5/16" Ball Platform Prime Paint Complete Immersion in Electrodeposition Gray Epoxy Primer Complete Undercoating Platform Finish Paint - Oven-Cured Black Paint Bulkhead with Tapered Design 42.63" High Installed Platform Lights: Oval Stop/Turn/Tail and Back Up Lights (2) White LED Back Up Lights in Bulkhead (2) Red LED Stop/Turn/Tailights in Bulkhead Knapheide LED Combination Stop/Turn/Tail and Backup Lights at Rear Clearance Lights: Sealed Round Lights (2) Amber LED Front Clearance Lights (2) Red LED Rear Side Marker Lights (2) Red LED Rear Clearance Lights (3) Red LED RID Lights Trailer Wiring 7-Way Plug Located in Rear Skirt Side Skirts with Integrated Vertical Compartments Compartments Include Vertical Doors, NXG Rotary Latches Front Compartment: 36"High x 29.5"Long x 18.75"Deep Second Compartment: 36"High x 29.5"Long x 18.75"Deep Middle Compartment: 9.23"High x 63"Long x 18.75" Deep Rear Compartment: 21"High x 24"Long x 18.75"Deep 12" Slam Tailgate Installed Shelf, (2) Each Front Compartment	1.00	15,126.00	15,126.00

	Flip Top Dividers (8) Shelf Dividers (12) Standard Knapheide Limited Warranty Installed			
	Install OEM Back Up Camera			
34568584	PGT Mounting Kit, Ram 60/84" CA	1.00	0.00	
26267963	6-Circuit Wire Harness Adapter 2007 or Newer Ram Cab Chassis	1.00	0.00	
34537687	Class V Receiver Hitch for 9' or 11' PGTB, PGTC, or PGTD Gooseneck Bodies 2.5" Receiver Tube 21,000lb Maximum Gross Trailer Weight 4,200lb Maximum Tongue Weight Black Weight: 97.36lbs **Do Not Exceed the Towing Capacity Specified by the Chassis Manufacturer if it is Less Than the Above Stated Capacity**	1.00	0.00	
20048435	Aluminum Fuel Fill Cup Kit	1.00	0.00	
34995222	Installation Labor	10.00	0.00	
Total does not include any applicable taxes or transportation charges unless specifically noted herein:			Subtotal:	\$15,126.00
			Total:	\$15,126.00

The following option(s) may be added:

Item	Description	Yes / No	Unit Price	Total
35589911	C-Tech 6 Drawer Unit (3) 3" High Drawers with front to back dividers (2) 5" High Drawers with front to back dividers (1) 7" High Drawer Open Liner Black Facing 250lb Capacity per Drawer Telescopic Top Shelf Includes Mounting Kit 24" Wide x 16" Deep x 29" High Installed Any Front Vertical Compartment	Yes / No  X2 1st + 2nd DIS Position	1,595.00	1,595.00
77000059	E-Lock Keyless Entry for 11' PGND - Retrofit	Yes / No	1,700.00	1,700.00
34978845	36" LED Rope Lighting installed front vertical compartment Wired to Ford auxillary switch	Yes / No	75.00	300.00
34978880	60" LED Rope Lighting installed flip top compartments Wired to Ford auxillary switch	Yes / No	89.00	178.00
34978786	18" LED Rope Lighting installed rear compartments Wired to Ford auxillary switch	Yes / No	58.00	116.00
34996369	Linex Spray, Black Cargo Area: Floor, Front, Sides, Tail Gate	Yes / No	1.00	995.00

Customer PO

\$ 18910  
Total Price

**Credit Card Policy:** We do not accept credit cards for payment of any order in excess of \$10,000.00. For other orders, we do accept MasterCard, Visa and Discover. We do not accept American Express.

**Cancellation Policy:** Payment is due in full upon cancellation of any orders for non-stocked parts or products (provided part/product has been ordered by Seller) and upon cancellation of installation

**Payment Policy:** Payment Terms are due upon receipt of signed quote unless prior credit agreement has been established at the time of order. Payment terms for customers with an established credit account will be Net 30 from date of invoice. Seller has right to assess late charges at 1.5% per month on all invoices that are 60 days or more past due.

**Pricing Policy:** Price Quotation is good on orders received through the expiration date. Pricing quoted applies to chassis make/model originally provided and quantity quoted. Any change may result in price change. Orders are subject to all applicable state, local and federal excise taxes. Applicable taxes will be applied on final billing to customer upon completion of order. Seller must be in possession of the vehicle for this order within 90 days of quote acceptance or the order can be subject to price adjustments due to cost increases for materials, labor, and shop supplies.

**Return Policy:** All sales are final. Purchased parts or products are non-returnable.

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By signing and accepting this quotation, Customer agrees to accept Knapheide Jefferson City terms and conditions as stated above.

_____	_____	_____	_____
Customer Signature	Print Name	Title	Date
_____	_____	_____	
Dealer Code	Dealership	Location	
_____	If the chassis is customer supplied, Knapheide may require a chassis spec sheet		
VIN			



## Tabulation of Bids

**Ram 5500 - Utilities Division**

**May 24, 2024 2:00 p.m.**

**Council Chambers**

	<b>W-K Chrysler Dodge Jeep Ram of Sedalia</b> <b>2901 South Limit</b> <b>Sedalia, MO 65301</b>
Total Proposed Cost	<b>\$83,310.00</b>
Cost - Delivery	\$0.00
Make & Model	2024 Ram 5500 Reg Cab 4X4
Delivery	90 Days from acceptance
<u>Manufacturer Warranty</u>	
Engine/Transmission/ Drive Train	60 Months/100,000 Miles
Electrical Systems/Components	36 Months/36,000 Miles
Other Parts	N/A
Extended Warranty	No
Meet Specs	Yes, except Battery - 780cca
Additional Charges	No