



City Council Meeting Agenda
Monday, April 21, 2025 – 6:30 p.m.
City Hall, 200 South Osage, Sedalia MO

MAYOR: ANDREW L. DAWSON

MAYOR PRO-TEM: TINA BOGGESS

- A. CALL TO ORDER** – Mayor Dawson – Council Chambers
- B. LEGISLATIVE PRAYER & PLEDGE OF ALLEGIANCE**
- C. ROLL CALL**
- D. SPECIAL AWARDS**
 - 1. Sedalia Fire Department – Fire Fighter of the Year Presentation – Barry White
- E. SERVICE AWARDS/RETIREMENT AWARDS**
- I. APPROVAL OF PREVIOUS SESSION MINUTES**
 - A.** Council Meeting – April 7, 2025
- II. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES**
 - A.** Acceptance of Citizens Traffic Advisory Commission minutes dated March 12, 2025
- III. ROLL CALL OF STANDING COMMITTEES**
 - A. FINANCE / ADMINISTRATION** – Chairwoman Tina Boggess; Vice Chairman Thomas Oldham
 - 1. Presentation: Revenue Collection Trends (Jessica Pyle, Presenter)
 - 2. Approve Records Destruction request – Finance Department
 - 3. Amending City Code regarding public participation at open meetings.

Council Discussion led by Chairwoman Boggess

BILL NO. 2025-72 Call for Ordinance of the City of Sedalia amending the City Code Regarding Public Participation at Open meetings – Mayor Dawson
 - 4. Temporary Premises Extension – Liberty Center Association for the Arts – 2025 Scott Joplin Ragtime Festival

Council Discussion led by Chairwoman Boggess

BILL NO. 2025-73 Call for Ordinance temporarily extending the premises for Liberty Center Association for the Arts relating to the 2025 Scott Joplin Ragtime Festival – Mayor Dawson
 - B. PUBLIC WORKS** – Chairman Bob Hiller; Vice Chairwoman Tina Boggess
 - 1. Lease Agreement – Sedalia Parks & Recreation and District III Area Agency on Aging dba Care Connection for Aging Services/Sedalia Senior Center

Council Discussion led by Chairman Hiller

BILL NO. 2025-74 Call for Ordinance authorizing a lease agreement by and between the City of Sedalia, Missouri, Sedalia Parks & Recreation and the Sedalia Senior Center – Mayor Dawson
 - 2. Agreement – Skid Steer Mill Attachment – Street Department – Foley Equipment – \$28,158.60

Council Discussion led by Chairman Hiller

BILL NO. 2025-75 Call for Ordinance Authorizing a Sales Agreement for the purchase of a Skid Steer Mill attachment for the Street Department – Mayor Dawson

3. Quote – Kubota Skid Steer – Crown Power & Equipment Co. – Water Pollution Control – \$61,320.73

Council Discussion led by Chairman Hiller

BILL NO. 2025-76 Call for Ordinance Approving and Accepting a quote for the purchase of a Skid Steer and bucket for the Water Pollution Control Department – Mayor Dawson

4. Quote – Kubota Mini Excavator – Crown Power & Equipment Co. – Water Department – \$32,164.64

Council Discussion led by Chairman Hiller

BILL NO. 2025-77 Call for Ordinance Approving and Accepting a quote for the purchase of a Mini Excavator and two buckets for the Water Department – Mayor Dawson

5. Quote – Gooseneck Trailer – Truck Country – Street Department – \$43,024.40

Council Discussion led by Chairman Hiller

BILL NO. 2025-78 Call for Ordinance Approving and Accepting a quote for the purchase of a Gooseneck Trailer for the Street Department – Mayor Dawson

6. Bid Rejection – Wayfinding signage

Motion and Second to formally reject bids for Wayfinding Signage

7. Infrastructure Development Agreement – Holland Holding Company, LLC

Council Discussion led by Chairman Hiller

BILL NO. 2025-79 Call for Ordinance authorizing an infrastructure development agreement by and between the City of Sedalia, Missouri and Holland Holding Company, LLC, a Missouri Limited Liability Company – Mayor Dawson

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

D. **COMMUNITY DEVELOPMENT** – Chairwoman Rhiannon M. Foster; Vice Chairman Bob Cross – No Report.

IV. **OTHER BUSINESS**

A. **APPOINTMENTS** - None

B. **LIQUOR LICENSES**

Renewals:

*Jessica Degen dba El Rodeo Mexican Restaurant, 1400 South Limit, Liquor by the Drink & Sunday Sales – \$750.00

*Henry Hatfield dba E Street Bar, 1201 East 3rd, Liquor by the Drink & Sunday Sales - \$750.00

V. **ADJOURN SINE DIE**

VI. **PLAQUE PRESENTATIONS – OUTGOING COUNCIL – 2nd and 4th Wards**

VII. **SWEARING IN NEWLY ELECTED OFFICIALS**

VIII. **ROLL CALL**

IX. **ACKNOWLEDGEMENT OF COUNCIL CODE OF CONDUCT AND FRAUD POLICY**

X. **ELECTION OF MAYOR PRO TEM**

XI. ELECTION OF COUNCIL MEMBER TO SERVE ON PLANNING AND ZONING COMMISSION

XII. SELECTION AND ANNOUNCEMENT OF COMMITTEE ASSIGNMENTS

XIII. 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

XIV. BUSINESS RELATED TO CLOSED DOOR MEETING

A. Motion and Second to return to regular meeting

B. Roll Call

C. Approval of Closed-Door Meeting Items

XV. ADJOURN MEETING

Please join in a reception immediately following the Council Meeting to recognize newly seated officials.

Please join the meeting by clicking or touching this link from your smartphone, computer, tablet, or iPad:

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Meeting ID: 220 892 205 111 1

Passcode: F6BS7FX3

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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 APRIL 17, 2025, 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 INTERIM CITY ADMINISTRATOR

To: Honorable Mayor Andrew L. Dawson & City Council Members
From: Matthew Wirt, Interim City Administrator
Re: Agenda items for City Council meeting on Monday, April 21st 6:30 p.m.

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

1. Jessica Pyle, Finance Director, will provide an update on major trends in tax revenue collections.
2. The Finance Department has identified records currently on file that have met or exceeded the required retention periods as established by the Missouri Secretary of State's Local Government Records Management Guidelines. In accordance with these guidelines, the records are eligible for destruction. The Finance Department respectfully requests City Council authorization to proceed with the destruction of these documents, ensuring compliance with state records management policies and best practices.
3. The proposed ordinance establishes clear guidelines for public participation at City of Sedalia meetings to enhance structure, ensure safety, and support the orderly conduct of city business. By designating meetings as limited public forums, it reinforces the importance of respectful and relevant dialogue while still encouraging public involvement. The ordinance also provides a designated free-speech zone for political expression, outlines expectations for public comment, and ensures that disruptions are handled fairly. Overall, this ordinance aims to foster a more consistent, efficient, and productive meeting environment.
4. The proposed ordinance authorizes a temporary extension of the licensed premises for Liberty Center Association for the Arts during the 2025 Scott Joplin Ragtime Festival, scheduled for May 28–31, 2025. The extension allows the organization to include the adjacent sidewalk and street area for the sale of alcoholic beverages as part of the event. This action supports the festival's success by enhancing the visitor experience and contributing to the downtown atmosphere.

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

1. This lease agreement renews the partnership between the City of Sedalia and Care Connection for Aging Services, allowing continued operation of the Sedalia Senior Center within the Heckart Community Center. The agreement establishes a five-year term beginning April 1, 2025, with designated space provided for senior programming, meal service, and administrative functions. This long-standing arrangement has been a successful and valuable resource for Sedalia's senior population, supporting health, nutrition, and community engagement. The contract reflects mutual responsibilities and includes provisions for maintenance, insurance, and appropriate facility use.
2. During the Street Department's strategic planning process and subsequent budget work sessions, staff presented the need for a new skid steer mill attachment to support ongoing street

maintenance and repair work. This ordinance authorizes the purchase of a Cold Planer PC31 skid steer attachment from Foley Equipment Company through a Sourcewell Agreement that satisfies the City purchasing policy. The total purchase price is \$28,158.60, which includes a \$3,500 trade-in credit for a Bobcat attachment. This equipment purchased was included in the approved Fiscal Year 2026 budget.

3. As part of the FY26 budget and operational planning, the Water Pollution Control Department identified the need for a dedicated skid steer to support ongoing work at Sedalia's three wastewater treatment facilities. This ordinance authorizes the purchase of a Kubota SVL65 skid steer and bucket from Crown Power & Equipment Co. of Lamonte, Missouri, through the Sourcewell Cooperative Purchasing contract #112624-KBA. The equipment will be used to clean out basins, move pallets and drums, and perform general maintenance tasks for which the department has previously relied on borrowing equipment or renting from outside vendors. The purchase price of \$61,320.73 includes a cooperative discount of \$18,923.52 and is within the amount approved in the FY26 budget.
4. As part of the FY26 budget and ongoing equipment planning, the Water Department identified the need for a compact excavator to assist with small-scale water line repairs and maintenance. This request proposes the purchase of a Kubota KX018-4 mini excavator and two buckets from Crown Power & Equipment Co. of Lamonte, Missouri. The machine's compact design, which retracts to just 3'3" wide, allows it to access tight areas and reduce damage to yards and properties—improving efficiency in residential and confined spaces where larger equipment cannot operate. The purchase will be made through the Sourcewell Cooperative Purchasing contract and includes a discount of \$9,747.36. The final cost to the City is \$32,164.64, which is below the amount approved in the FY26 budget.
5. A specialized gooseneck trailer was first presented during the Street Department's strategic planning process and again during the FY26 budget work session. Following further discussion, it was reinstated into the final FY26 budget during the City Council's decision tree process. Consequently, the Street Department is requesting approval to purchase a 36-foot, 40,000 lb. gooseneck trailer to enhance the Street Department's ability to transport heavy equipment, such as the asphalt paving machine, to job sites. This trailer will improve efficiency and support the safe and reliable movement of critical machinery across job sites without damage to the equipment.

Truck Country in Versailles, Missouri, quoted a price of \$43,024.40 through utilization of the Missouri BUYS cooperative procurement program, which complies with the City's Financial Management Policy. The ordinance approves the purchase.

6. After City Council approval, staff applied for and received a grant from the Missouri Division of Tourism to fund wayfinding signage throughout Sedalia. As part of the implementation process, the project was put out for bid. Two bids were submitted; however, both were deemed non-compliant. One bidder failed to acknowledge the required addendums, both used incorrect bid forms, and neither signed and dated the IFB signature page as required. Following consultation with the granting agency and the Sedalia Convention & Visitors Bureau, it was determined that there was not sufficient time remaining in the current grant cycle to rebid and complete the project successfully. The City was subsequently authorized to reapply for the grant in the next state fiscal year (FY26), which provides a full grant window

from July 1, 2025, through June 30, 2026. The City has since been notified that it has been re-awarded the grant and can move forward with the project with a new bidding process. Staff respectfully recommends that Council formally reject all bids received for IFB 2025-010 related to the fabrication and installation of wayfinding signage. The project will be rebid under the new grant cycle, allowing adequate time for competitive bidding and project completion.

7. During the FY26 budget planning sessions, the City Council was presented with a proposal to fund roadway and sidewalk rehabilitation along Mill Street, North of 3rd Street. This area is part of a broader redevelopment effort at 521 East 3rd Street, led by Holland Holding Company, LLC, which is revitalizing a portion of a formerly underutilized property. To support this redevelopment, which includes the Boys & Girls Club of West Central Missouri, future residential apartments, and additional non-profit service facilities, staff recommends approval of an Infrastructure Development Agreement with Holland Holding Company, LLC. Under the terms of the agreement, the Developer will construct stormwater improvements, sidewalks, curbs, and install street lighting along the South and West edges of the project site. These improvements will extend the downtown streetscape and address long-standing drainage issues along South Mill Street. The City will reimburse the Developer for up to \$525,000 in certified infrastructure construction costs, amortized over ten years. The City will directly provide the materials and labor for paving Mill Street and supply the light fixtures, which will be installed by the Developer. This partnership supports economic development, improved infrastructure, and enhanced social services, while increasing connectivity in an area poised for long-term growth and investment.

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

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



CITY OF SEDALIA, MISSOURI
CITY COUNCIL MEETING
APRIL 7, 2025

The City has an on-line broadcast of Council Meetings available both live and recorded by going to "Microsoft Teams".

The Council of the City of Sedalia, Missouri duly met on April 7, 2025 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 legislative prayer led by Councilwoman Tina Boggess followed by the Pledge of Allegiance.

ROLL CALL:

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

SERVICE AWARDS

30 Year Gift Card/Certificate	Gary Reynolds	Sr. Building Service Worker	Police
25 Year Gift Card/Certificate	John Comfort	Sergeant	Police
5 Year Pin/Certificate	Gabriel Morris	Community Service Officer	Police
5 Year Pin/Certificate	Jeremy Stone	Public Work's Project Mgr	Public Works Admin

Police Chief David Woolery stated Gary Reynolds started in 1995 with Building Maintenance. When the Police Department has training, Gary is the first to step up and inquire how he can assist. He is also supportive of fellow co-workers and new police officers.

SPECIAL AWARDS:

Industrial Pretreatment Coordinator Brittany Wilbanks addressed Council regarding Gold Level Industrial Wastewater Pre-treatment award and recipients. The City is required to have a pre-treatment program which is regulated by the United States Environmental Protection Agency of the Missouri Department of Natural Resources. The primary goal is to protect the City's wastewater treatment plants and the integrity of the sewer collection system. Permits are used to set pollutant limits and monitor requirements for industries with applicable processes. Qualifying industries must conduct routine self-monitor and report compliance to the City quarterly. The City performs compliance inspections of pre-treatment systems and collects wastewater for annual testing. Two of these industries were awarded the Gold Level Industrial Wastewater Pre-treatment award by maintaining 100% compliance, **NuCor** and **Stanley Black & Decker**.

Fire Badge Pinning:

Fire Chief Matt Irwin stated Firefighter Brinton Beard started with the Fire Department in 2021 and has excelled as a Firefighter, has excelled in his knowledge and abilities and is being promoted to Driver.

RETIREMENT AWARDS: None

MINUTES: The Council Meeting minutes of March 17, 2025 were approved on motion by Oldham, seconded by Robinson. All in Favor.

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES:

The Planning & Zoning Commission minutes dated September 4, 2024 were accepted on motion by Oldham, seconded by Robinson. All in favor.

The Planning & Zoning Commission minutes dated February 5, 2025 were accepted on motion by Oldham, seconded by Foster. All in favor.

ROLL CALL OF STANDING COMMITTEES:

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

- At the Strategic Budget Plan presentation in January, staff outlined the need for implementing an Enterprise Resource Planning system to enhance customer service and improve operational efficiency. Staff conducted demonstrations and reviews of several software vendors over the course of several months. After a thorough review, staff recommended Tyler Technologies as the preferred vendor. Implementation Cost - \$578,777; \$220,217 Annually.

BILL NO. 2025-48, ORDINANCE NO. 12232 – AN ORDINANCE AUTHORIZING A SOFTWARE AS A SERVICE AGREEMENT, INVESTMENT SUMMARY AND STATEMENT OF WORK FOR THE PURCHASE OF AN ERP SYSTEM FOR THE CITY OF SEDALIA was read once by title.

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

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

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

- The City is undertaking an update to the Personnel Regulations Manual to ensure alignment with current legal standards, operational practices, and organizational structure. Many sections of the manual have become outdated, resulting in potential conflicts with City ordinance, state law, federal law, and federal regulations.

BILL NO. 2025-49, ORDINANCE NO. 12233 – AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE PERSONNEL REGULATIONS MANUAL OF THE CITY OF SEDALIA, MISSOURI was read once by title.

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

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

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

- Motion by Oldham, seconded by Robinson to approve a records destruction request from the City Clerk’s Office. All in Favor

PUBLIC WORKS – Chairman Bob Hiller; Vice Chairwoman Tina Boggess

- During the March 17, 2025, City Council meeting, Council directed staff to prepare an ordinance establishing a 4-way stop at the intersection of West 3rd Street and South Park Avenue. The request originated from the Citizens Traffic Advisory Commission, which voted 3-3 on the matter during their March 12, 2025 meeting. Councilwoman Foster asked City Engineer Chris Davies, Parks & Recreation Director Amy Epple, and Citizen’s Traffic Advisory Commission Chair Deidre Esquivel to share insight regarding the Bill. Mr. Davies stated there are guidelines within the Ordinance and also in designing traffic control devices. The Manual on Uniform Traffic devices is utilized, is a national standard adopted by all 50 states and is required by Federal Government. It is a law that all streets must follow those guidelines. In the installation of a 4-way stop, the decision must be based on an engineering study, with criteria of 5 or more crashes in a 12-month period and is dependent upon volume of traffic. Once criteria is met, it is sent to the Citizen’s Traffic Advisory Commission.

Parks & Recreation Director Amy Epple stated that the intersection is high traffic but she had requested that a traffic study be conducted. There are a lot of different projects in the next few years which affect that area.

Citizen's Traffic Advisory Commission Chair Deidre Esquivel provided background on the issue. Councilman Oldham and Robinson brought the issue forward due to comments received in their ward and attended the meeting in the capacity of private citizens. The tie that resulted at the meeting was not in opposition to the stop sign itself but rather because several committee members requested a traffic study be conducted prior to making a final decision. The Councilmen chose to bypass the committee's recommendations and bring to City Council at the last Council Meeting. Her concerns regarding this Bill are that the intersection is not suitable for a 4-way stop, the misalignment of 3rd and Park make right of way decision confusing, there is little knowledge of the history of any incidents in the area, driver confusion and non-compliance are likely and concerns regarding the congestion it could create in that area. There are other solutions rather than a 4-way stop. Ms. Esquivel urged Council to consider allowing a traffic study prior to making a final decision.

Councilman Oldham stated that the issue was brought forth based on feedback from constituents in his Ward who asked for a safer solution at the intersection. He added that he has nothing against conducting a traffic study. Council as the elected body has been asked to provide a safer solution and they would like to have that happen.

Councilwoman Foster stated that study is important to take the appropriate action and not just throw a stop sign up that may cause more safety issues. She recommends that we follow procedure and conduct the study to identify the correct path.

Councilman Robinson agrees with the Traffic Study and stated the importance of incorporating the Bike Path into the plans so the proper solution is selected.

Councilwoman Boggess has had a family member injured in that area and wants it to be safe. She stated that everyone agrees something needs to be done in the area, unsure of how it should be done and how quickly.

BILL NO. 2025-50 – ESTABLISHING A 4-WAY STOP AT THE INTERSECTION OF WEST 3RD STREET AND SOUTH PARK AVENUE was read once by title.

2nd Reading – Motion by Oldham, 2nd by Boggess.

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

- Staff has been working to secure necessary easements to install water and sewer infrastructure to serve the new Prairie Hollow Subdivision. Easements and one Construction performance agreement have been obtained for seven properties.

BILL NO. 2025-51, ORDINANCE NO. 12234 – AN ORDINANCE APPROVING AND ACCEPTING A PERMANENT UTILITY EASEMENT AND CONTRUCTION PERFORMANCE AGREEMENT FOR PRAIRIE HOLLOW WATER AND SEWER MAIN EXTENSION ON PROPERTY LOCATED AT 22810 KNOTTINGHAM DRIVE was read once by title.

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

Final Passage – Motion by Oldham, 2nd by Marshall. All in Favor.

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

BILL NO. 2025-52, ORDINANCE NO. 12235 – AN ORDINANCE APPROVING AND ACCEPTING A PERMANENT UTILITY EASEMENT FOR PRAIRIE HOLLOW WATER AND SEWER MAIN EXTENSION ON PROPERTY LOCATED AT 27702 HACKBERRY DRIVE was read once by title.

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

Final Passage – Motion by Oldham, 2nd by Cross. All in Favor.

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

BILL NO. 2025-53, ORDINANCE NO. 12236 – AN ORDINANCE APPROVING AND ACCEPTING A PERMANENT UTILITY EASEMENT FOR PRAIRIE HOLLOW WATER AND SEWER MAIN EXTENSION ON PROPERTY LOCATED AT 27701 HACKBERRY DRIVE was read once by title.

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

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

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

BILL NO. 2025-54, ORDINANCE NO. 12237 – AN ORDINANCE APPROVING AND ACCEPTING A PERMANENT UTILITY EASEMENT FOR TRACT 5 FOR THE PRAIRIE HOLLOW WATER AND SEWER MAIN EXTENSION was read once by title.

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

Final Passage – Motion by Oldham, 2nd by Robinson. All in Favor.

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

BILL NO. 2025-55, ORDINANCE NO. 12238 – AN ORDINANCE APPROVING AND ACCEPTING A PERMANENT UTILITY EASEMENT FOR TRACT 6 FOR THE PRAIRIE HOLLOW WATER AND SEWER MAIN EXTENSION was read once by title.

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

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

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

BILL NO. 2025-56, ORDINANCE NO. 12239 – AN ORDINANCE APPROVING AND ACCEPTING A PERMANENT UTILITY EASEMENT FOR TRACT 7 FOR THE PRAIRIE HOLLOW WATER AND SEWER MAIN EXTENSION was read once by title.

2nd Reading – Motion by Oldham, 2nd by Cross. All in Favor.

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

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

BILL NO. 2025-57, ORDINANCE NO. 12240 – AN ORDINANCE APPROVING AND ACCEPTING A PERMANENT UTILITY EASEMENT FOR PRAIRIE HOLLOW WATER AND SEWER MAIN EXTENSION ON PROPERTY LOCATED AT 22299 SACAJAWEA ROAD was read once by title.

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

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

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

- As part of utility planning for a new residential development located south of First United Methodist Church property on West 32nd Street, a sewer connection is needed to an existing sewer main located on church-owned land. The developer has worked with church representatives to secure a permanent sewer easement to provide the necessary access to extend sanitary sewer service to the development.

BILL NO. 2025-58, ORDINANCE NO. 12241 – AN ORDINANCE APPROVING AND ACCEPTING A PERMANENT UTILITY EASEMENT FOR WASTEWATER COLLECTION SYSTEM EXPANSION was read once by title.

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

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

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

- The City entered into an agreement with Mid-MO Operations, LLC for oversight, maintenance, and management of the City’s wastewater facilities. As outlined in the original agreement, the contract includes provisions for annual renewal and an incremental price adjustment. Amendment #1 reflects the agreed-upon annual rate increase, bringing the new total to \$21,458.00 per month, or \$257,496.00 annually.

BILL NO. 2025-59, ORDINANCE NO. 12242 – AN ORDINANCE AUTHORIZING AMENDMENT #1 TO PROFESSIONAL SERVICES AGREEMENT FOR OPERATIONAL OVERSIGHT, MAINTENANCE AND MANAGEMENT OF WASTEWATER FACILITIES was read once by title.

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

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

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

- This is the second year the City has contracted weed eating services at Crown Hill and Calvary Cemeteries. In previous years, the Cemetery Department experienced difficulty finding and retaining seasonal staff, which impacted the consistency of grounds maintenance. To address this, a service contract was established to ensure regular, professional edging and trimming around headstones, trees, shrubs, and other hard-to-reach areas throughout the cemeteries. Funding for this service has been built into the department’s budget to cover these costs. Bids were recently sought for the 2025 mowing season and we received three bids. The lowest bid did not have the size of staff needed for the project. Staff recommends approval of the contract to the next lowest bid from Rubio Lawn Care and Tree Services LLC for \$4,600 per mowing occurrence.

BILL NO. 2025-60, ORDINANCE NO. 12243 – AN ORDINANCE AUTHORIZING AN AGREEMENT FOR WEED-EATING SERVICES FOR CROWN HILL AND CALVARY CEMETERIES was read once by title.

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

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

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

- The City operates three wastewater treatment facilities under permits issued by the Missouri Department of Natural Resources. As part of the City’s compliance with its National Pollutant Discharge Elimination System permit, the City is required to maintain an Industrial Pretreatment Program. KimHEC Environmental Consulting previously supported this work as a subcontractor during the Facility Plan Update for the Central and North Wastewater Treatment Plants and has extensive knowledge of the City’s program. Staff recommends approval of a sole source contract with KimHEC Environmental Consulting in the amount not-to-exceed \$103,500.

BILL NO. 2025-61, ORDINANCE NO. 12244 – AN ORDINANCE AUTHORIZING AN AGREEMENT FOR PROFESSIONAL SERVICES FOR AN INDUSTRIAL PRETREATMENT PROGRAM was read once by title.

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

Final Passage – Motion by Oldham, 2nd by Robinson. 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

- As part of the ongoing vehicle replacement program, the Sedalia Police Department solicited bids for a replacement Dodge Durango. One bid was received from WK Chrysler Jeep Ram of Sedalia, in the amount of \$44,657 per vehicle. WK has agreed to honor the original bid pricing, and the Police Department is now requesting approval to purchase two Dodge Durangos at a total cost of \$89,314.

BILL NO. 2025-62, ORDINANCE NO. 12245 – AN ORDINANCE ACCEPTING A BID FOR THE PURCHASE OF TWO VEHICLES FOR THE SEDALIA POLICE DEPARTMENT was read once by title.

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

Final Passage – Motion by Oldham, 2nd by Robinson. All in Favor.

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

- As part of the Sedalia Fire Department’s Strategic Plan, staff identified the need for an Opticom emergency vehicle preemption system. This system is intended to improve emergency response efficiency and enhance public safety by allowing fire and police vehicles to receive traffic signal priority when responding to emergencies. Miovision Technologies submitted the lowest responsive quote that met the City’s specifications. Miovision has also completed competitive bid processes through the North Carolina and Virginia Sheriffs’ Associations, enabling the City to procure the system through a cooperative purchasing contract. The total cost of the project is \$235,338.65, which includes all equipment and installation for both intersections and emergency vehicles. There are no recurring costs anticipated for at least 10 years following installation. In addition, an agreement will be required with MODOT for the installation of equipment on state-owned traffic signals.

BILL NO. 2025-63, ORDINANCE NO. 12246– AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FOR THE PURCHASE OF OPTICOM PROGRAM FOR THE POLICE AND FIRE DEPARTMENTS was read once by title.

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

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

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

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

- Sedalia School District 200 submitted a petition requesting annexation of land adjacent, and north of current high school property. The annexation is intended to support future district planning and aligns with surrounding City boundaries. All required notices, public hearings, and steps have been completed in accordance with applicable laws. No objections to the proposed annexation have been received.

BILL NO. 2025-64, ORDINANCE NO. 12247 – AN ORDINANCE OF THE CITY OF SEDALIA, MISSOURI, APPROVING AND ANNEXING AN UNINCORPORATED AREA OWNED BY SEDALIA SCHOOL DISTRICT 200 INTO THE CITY OF SEDALIA, MISSOURI, ADJACENT AND CONTIGUOUS TO EXISTING CORPORATE LIMITS OF SAID CITY was read once by title.

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

Final Passage – Motion by Oldham, 2nd by Cross. All in Favor.

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

- At the April 2, 2025, Planning and Zoning Commission meeting a petition submitted by Eugene Limanskiy on behalf of EML Homes LLC, was reviewed requesting the rezoning of a vacant lot located at 722 E. 9th. The request is to rezone the property from R-1 Single-Family Residential to R-2 Two-Family Residential to allow for the construction of a proposed single-story two-family residential building.

BILL NO. 2025-65, ORDINANCE NO. 12248 – AN ORDINANCE GRANTING A CHANGE IN ZONING CLASSIFICATION FROM R-1 (SINGLE-FAMILY RESIDENTIAL) TO R-2 (TWO-FAMILY RESIDENTIAL) ON CERTAIN PROPERTY LOCATED AT 722 EAST 9TH, IN THE CITY OF SEDALIA, MISSOURI, IN ACCORDANCE WITH CHAPTER 64, OF THE CITY CODE OF THE CITY OF SEDALIA, MISSOURI was read once by title.

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

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

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

No one voted “No”.

APPOINTMENTS: None

BIDS: Weed-eating service at Crown Hill and Calvary Cemeteries – April 4, 2025

LIQUOR LICENSES:

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

Renewals:

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

*Abigail Kearney dba Aldi #88, 3701 West Broadway, Packaged Liquor & Sunday Sales

*Paige Shearer dba The Local Tap, 700 South Ohio, Sunday Sales

*Nicole Walker dba Broadway Liquor & Smokes, 2610 West Broadway, Packaged Liquor & Sunday Sales

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:

Councilwoman Foster stated she feels the discussion on the 4-way stop at 3rd Street and Park was not finished properly. She would like for it go back to Traffic Advisory to perform the Traffic Study. Motion by Foster, seconded by Oldham to have 4-way stop at 3rd Street and Park Avenue go back to Traffic Advisory to conduct a Traffic Study on the area. All in Favor.

Councilman Hiller presented the proceeds from Saturday’s DARE car show to Police Chief David Woolery and Sergeant Brad Beard, in the amount of \$16,859.99.

Councilman Bloess expressed his disappointment in citizen’s spreading misinformation for political gain. The stories printed in the newspaper regarding demolitions were true and done to inform the public. Councilman Bloess reminded everyone that the press must hold themselves to a journalistic standard, check the facts and check both sides of a story. He also addressed the comments on Facebook regarding Lauber Law and the amount of money spent on legal fees. When you compare legal fees for the City prior to Lauber Law it is more than what was spent after Lauber Law assisted the City. The savings realized from engaging Lauber Law was 11%. While the dollar amount seems like a lot, the City must bear a large legal burden for all of us. Returning to local legal support will require outsourcing for specialized legal situations. He was disappointed in the treatment of Deputy Fire Chief Daniel Shaw. Mr. Shaw was employed at the Fire Station prior to Kelvin Shaw being hired in Sedalia. A National Search was conducted and Kelvin Shaw was selected by that firm. All City employees continue to be dedicated and serve the community even when a few citizens slander them. City Council is a team and must work

together because none can work without the others. He stated how proud he has been to serve the City Council this past 5 years. Councilman Cross thanked Councilman Bloess for his service to City Council.

Councilwoman Boggess acknowledged an apology she received from an individual via email and stated she respects them and it was appreciated.

GOOD & WELFARE:

David Goodson, 1640 Hedge Apple Drive, stated he had to fight for all the requests he made regarding a fire road, water and a permit. He then found out a lot of people had similar complaints and he feels the City has brought this situation on themselves. He would also like to see as much enthusiasm for completion of the Washington Street bridge as for a 4-way stop at an intersection. He does appreciate the service of the City Council and Mayor but he wants to see some desperately needed change from the election tomorrow.

Michelle Abney, 1800 East Harvey, stated win or lose in the election she will continue to attend meetings. The largest thing she has fought for is transparency and she commends the City on the addition of the Community Engagement Director. The interaction with citizens on social meeting has been great. Next, she would like to see a little more insight into how decisions are made, particularly before Council Meetings. Council seems to show up at the meeting with a decision already made.

Harry Hoffert, 1408 South Barrett, stated tomorrow is the election and the results will tell if the citizens like what's been going on in the City. He added he took the Mayor's suggestion and got the book Robert's Rules of Order. There is nothing in the book that prohibits dialogue between citizens and Council. People deserve better and transparency.

Debbie Covington, 2601 East 12th, stated she tries to have compassion for the job the Council must do but due to the treatment of some citizens and actions observed while attending meetings over 14 months has made that impossible. She stated 67 properties have been bought at tax auction since 2019 by the City of Sedalia, the City owns 300 properties and 163 of them are vacant lots that used to have homes on them and touting project 353 as an amazing tool for tax abatement for citizens when she feels it is not. She is looking forward to the election April 8, 2025.

Rene Vance, 19813 Tanglenook, thanked Council for their \$2,500.00 in support toward the Senior Center Gala. The quarterly dinner will be Sunday, April 13, 2025, \$15.00 per plate and serving 11:00 a.m. to 1:00 p.m. for pick up.

Duane Dixon, 906 Sylvia, stated he sees a lot of items on the agenda that Council says "yes" to that should be "No". He told Council that he has 3 buildings downtown that had 9 inches of water due to the sidewalk issue that is being ignored, there is a sinkhole, no dirt under the alley and a hole that water is washing away. He does not get return calls from any messages he leaves with the exception of the City Clerk and Bryan Kopp who always call him back. Out of 8 people originally called when his problems started, only two showed up to see the issues with his buildings.

The meeting adjourned at 8:10 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), 3(Personnel), 9 (Negotiations with Employee Groups) 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 at 9:45 p.m. on motion by Oldham, seconded by Robinson.

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

BUSINESS RELATED TO CLOSED DOOR MEETING:

BILL NO. 2025-66, ORDINANCE NO. 12249 – AN ORDINANCE APPROVING A QUIT CLAIM DEED AND SPECIAL WARRANTY DEED FOR THE SALE OF PROPERTIES COMMONLY KNOWN AS 1215 EAST 6TH STREET AND 1219 EAST 6TH STREET FROM THE CITY OF SEDALIA, MISSOURI TO DANIEL LUPANDIN was read once by title.

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

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

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

BILL NO. 2025-67, ORDINANCE NO. 12250 – AN ORDINANCE APPROVING A QUIT CLAIM DEED FOR THE SALE OF PROPERTY COMMONLY KNOWN AS 1310 EAST 5TH STREET FROM THE CITY OF SEDALIA, MISSOURI TO DANIEL LUPANDIN was read once by title.

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

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

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

BILL NO. 2025-68, ORDINANCE NO. 12251 – AN ORDINANCE APPROVING A SPECIAL WARRANTY DEED FOR THE SALE OF PROPERTY COMMONLY KNOWN AS 1620 EAST 5TH STREET FROM THE CITY OF SEDALIA, MISSOURI TO DANIEL LUPANDIN was read once by title.

2nd Reading – Motion by Oldham, 2nd by Bloess. All in Favor.

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

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

BILL NO. 2025-69, ORDINANCE NO. 12252 – AN ORDINANCE APPROVING A SPECIAL WARRANTY DEED FOR THE SALE OF PROPERTY COMMONLY KNOWN AS 501 EAST BOONVILLE STREET FROM THE CITY OF SEDALIA, MISSOURI TO SADIE DRAKE LLC, A LIMITED LIABILITY COMPANY was read once by title.

2nd Reading – Motion by Oldham, 2nd by Bloess. All in Favor.

Final Passage – Motion by Foster, 2nd by Bloess. All in Favor.

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

BILL NO. 2025-70, ORDINANCE NO. 12253 – AN ORDINANCE APPROVING A SPECIAL WARRANTY DEED FOR THE SALE OF PROPERTY COMMONLY KNOWN AS 1023 EAST 9TH STREET FROM THE CITY OF SEDALIA, MISSOURI TO STEVEN AND PAMELA HAYWORTH was read once by title.

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

Final Passage – Motion by Oldham, 2nd by Bloess. All in Favor.

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

BILL NO. 2025-71, ORDINANCE NO. 12254 – AN ORDINANCE AMENDING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND FRATERNAL ORDER OF POLICE, MID-MISSOURI LODGE #16.

was read once by title.

2nd Reading – Motion by Oldham, 2nd by Marshall. All in Favor.

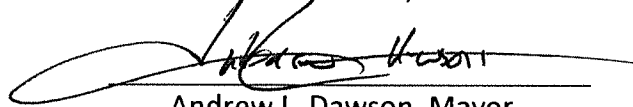
Final Passage – Motion by Foster, 2nd by Oldham. All in Favor.

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

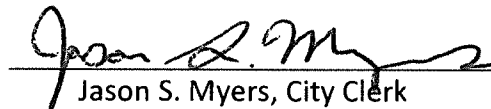
No one voted “No”.

The regular meeting adjourned at 9:50 p.m. on motion by Foster, seconded by Cross. All in Favor.

THE CITY OF SEDALIA, MISSOURI

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

Andrew L. Dawson, Mayor

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

Jason S. Myers, City Clerk

TRAFFIC ADVISORY COMMISSION MEETING

MARCH 12, 2025

The Traffic Advisory Commission duly met on Wednesday, March 12, 2025 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	Not Present
John Rucker	Present	Chris Davies	Not Present
Dennis Henderson	Not Present		
Byron Matson	Present	Secretary	Elizabeth Nations
Sherry Broyles	Present		
Charles Leftwich	Present		

Minutes from the November 12, 2024 meeting were approved.

Guests: City Councilman Thomas Oldham, City Councilman Jack Robinson and Interim City Administrator Matthew Wirt

OLD BUSINESS:

None

NEW BUSINESS:

Installation of a 4-way stop at the intersection of W. 3rd St. and S. Park Ave. and crosswalks

Tom Oldham, along with other citizens living in the area, are requesting the placement of a 4-way stop and crosswalks at the intersection of W. 3rd St. and S. Park Ave.

Councilman Oldham, who attended spoke on behalf of Lisa Montgomery who resides at 1023 W 7th, as well as other neighbors in the area. They would like improvements made to the intersection as they feel there is an increase in vehicular and pedestrian traffic due to the Heckart Center. Councilman Robinson, who also lives on 3rd St., attended to speak on the need for intersection improvements. They would like stop signs added on the east and west side of W. 3rd St. and crosswalks.

Ms. Broyles stated the entrance to the park is an odd angle and asked where would the sign go? Councilman Robinson stated he thinks it would work. He said traffic is unheeded by any stop signs from 65 to Grand, they can go really fast, and they do. Mr. Leftwich said he feels people do speed and he was almost hit riding his bicycle through the angled intersection.

Mr. Callis asked if the Councilman had looked into accidents in the intersection. Councilman Oldham asked if traffic counts had been done and Ms. Nations stated not yet due to winter weather. He then stated it not necessarily vehicular traffic with this or accidents but for safety of pedestrians.

Ms. Broyles asked what the long term plan was and what criteria is used for the determination of signage. Mr. Davies sent in a memo to remind the Traffic Advisory Committee the City of Sedalia does use the 2009 MUTCD (please see attached).

Ms. Esquivel suggested beginning with a traffic count and then forming a plan of where to put the signs if they are needed. Mr. Callis agreed and would like accident reports pulled for that intersection.

Councilman Robinson said there is a danger of kicking this too far and waiting too long for studies. Ms. Broyles stated the Commission receives requests all the time saying intersections are dangerous and the then the studies do not justify the signs. She feels in fairness to all requests the same things needs to be done. Councilman Robinson disagreed and stated this is a unique situation. Councilman Oldham said this intersection is developing and it is a safety issue.

Interim City Administrator Wirt also reminded the Commission the intersection is offset. There is also a TAP grant in progress, which is constructing a bike path from the Katy Depot to the entrance of Liberty Park along W. 3rd St., which may also incorporate some additional engineering to this intersection.

Ms. Esquivel also inquired as to why this is needed to be done right now since this intersection has been the same for many years. She stated she is not opposed to a sign but wants it to be done the correct way and follow protocol. Mr. Oldham feels these signs would remind drivers to slow down. Ms. Esquivel stated as long as she has been on the Commission, multiple Staff members and City Engineers have said stop signs should not be used to reduce speed.

Mr. Leftwich made the motion for the request to move forward with installing the stop signs and the crosswalks. Mr. Rucker seconded. Roll call vote: Voting "Yes" were Rucker, Leftwich and Matson. Voting "No" were Broyles, Callis and Esquivel. Vote was tied, therefore item not approved.

OTHER ITEMS FOR DISCUSSION:

The next meeting date is scheduled for April 16, 2025.

The meeting adjourned at 12:41 p.m.

MEMO

TO: City of Sedalia Traffic Advisory Committee (TAC)

CC: Matthew Wirt, Interim City Administrator

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

DATE: March 10, 2025

**SUBJECT: MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES
(MUTCD)**

I wanted to take this opportunity to remind the Traffic Advisory Committee the City of Sedalia uses the 2009 MUTCD. The reason I am bringing this forward to the committee at this time is we have seen a significant increase in request for STOP and Parking signs. The MUTCD, is best explained in the following paragraph:

“Traffic control devices (TCDs) are very critical for the safe and efficient transportation of people and goods. The Manual on Uniform Traffic Control Devices (MUTCD), by setting minimum standards and providing guidance, ensures uniformity of traffic control devices across the nation. The use of uniform TCDs (messages, locations, sizes, shapes, and colors) helps reduce crashes and congestion, and improves the efficiency of the surface transportation system. Uniformity also helps reduce the cost of TCDs through standardization. The information contained in the MUTCD is the result of years of practical experience, research, and/or the MUTCD experimentation process. This effort ensures that TCDs are visible, recognizable, understandable, and necessary. The MUTCD is a dynamic document that changes with time to address contemporary safety and operational issues.”

Please let me know if you have any questions/concerns/comments.

Date: April 8, 2025

To: Mayor Andrew Dawson
Members of the Council

From: Jessica Pyle, Finance Director

RE: Record Destruction Request

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

- 1) Business license applications and supporting documentation that expired on or before 4/1/2022
- 2) Liquor license applications and supporting documentation that expired on or before 4/1/2022



200 S. Osage Avenue
Sedalia, MO 65301
660-827-3000

FOR IMMEDIATE RELEASE

City of Sedalia to Present New Ordinance for Decorum at Upcoming City Council Meeting

Sedalia, MO – April 17, 2025 – At its upcoming meeting on Monday evening, April 21, the Sedalia City Council will consider a proposed ordinance aimed at fostering a more respectful and productive environment during City Council meetings. The ordinance, which will be discussed and voted on that evening, is intended to create a more constructive atmosphere for all attendees, including residents, elected officials, and city staff.

The proposed changes are in response to growing concerns shared by community members and city employees regarding disruptions and the increasingly personal nature of some public comments. In recent months, several individuals have expressed feeling uncomfortable or targeted during meetings, while others who once regularly attended have chosen to disengage completely.

In recognizing these concerns, the City Council hopes the ordinance will help restore a sense of decorum, allowing meetings to focus on thoughtful dialogue and community problem-solving. The goal is not to limit public input, but rather to support conversations that are respectful, inclusive, and centered on improving Sedalia for everyone.

The Council emphasizes that public participation is a vital part of the democratic process, and residents are encouraged to continue sharing their ideas and perspectives. By engaging in civil, solution-oriented dialogue, we can ensure that all voices are heard in a manner that strengthens—not divides—our community. For those who may have stepped away from participating due to past experiences, we sincerely invite you to return and join us in creating a more welcoming and respectful space.

In addition to the ordinance discussion, Monday's meeting will also mark an important transition for the City Council, as Jason Myers swears in the newly elected council members. In place of the usual public comment period, a small reception will be held to honor and welcome the new leadership. This will be a time for City Council to come together in celebration and begin building positive relationships for the term ahead.

Date of Meeting: April 21, 2025

Time: 6:30PM

Location: Sedalia City Council Chambers

200 South Osage Avenue,

Sedalia, Missouri 65301

###

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF SEDALIA AMENDING THE CITY CODE
REGARDING PUBLIC PARTICIPATION AT OPEN MEETINGS.**

WHEREAS, the City Council desires to make their meetings as informative, efficient, and safe as possible; and

WHEREAS, disruptions during City Council meetings make those proceedings less informative, efficient, and safe; and

WHEREAS, the Council Chamber and other meeting areas on city property are limited public forums where the public is subject to reasonable restrictions on their conduct and speech; and

WHEREAS, the City Council, in recognition of the importance of public participation in municipal government, does hereby expressly designate a free-speech zone to allow the public to meaningfully voice their political opinions; and

WHEREAS, the Missouri Sunshine Law authorizes a public body to establish guidelines for recording public meetings.

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

SECTION 1:

Section 2-786 Public Participation During Open Meetings

1. The public is invited to attend and observe all formal, open meetings of the Sedalia city government. All locations on city property utilized for an open meeting are hereby designated as limited public forums where the public is subject to reasonable restrictions on their conduct and speech. Accordingly, it shall be unlawful for any person to disturb or interrupt the progress of any such meeting. Prohibited conduct specifically includes the following:
 - (a) Speaking loudly unless permission to address the body has been granted.
 - (b) Providing public comment without first signing up to do so prior to the beginning of the meeting. The sign-up sheet shall be located in the lobby of the municipal building. Persons wishing to make comment must provide their name, address, telephone number, and the specific subject they wish to comment upon. Comments must be relevant to matters on the agenda unless a formal request to comment upon a non-agenda topic is made in writing and provided to the clerk's office at least two business days prior to the meeting in question. Persons wishing to make comments that rely upon or refer to documents other than those documents provided in the meeting packet must provide a copy of that documentation to the clerk prior to the meeting.

- (c) Refusing to yield the floor (stop speaking and sit down) having been ruled out of order.
 - (d) Making excessive noise such as by booing or using non-silenced device.
 - (e) Threatening to commit violent or unlawful acts.
 - (f) Eating during the meeting.
 - (g) Blocking the views of others by remaining standing or displaying signs.
 - (h) Entering the Council Chamber or meeting area before a meeting without a city employee present or remaining after the meeting has adjourned without a city employee present.
 - (i) Sitting in an area designated for another. Seating sections will be clearly marked for three groups by means of placards and/or queue ropes: officials/staff, press, and the public. Professional media wishing to sit in the press area shall make a formal request for press credentials to the clerk's office stating their parent company. Large cameras, tripods, or other recording equipment that cannot be continually hand-held shall be placed only in a designated area to prevent blocking the views of others.
 - (j) Expressly soliciting votes for a political candidate or campaign.
 - (k) Expressly criticizing a specific city employee by name. Formal complaints shall be submitted in writing to the City Clerk. This prohibition does not bar legitimate political opinions regarding elected officials.
 - (l) Attempting to enter, observe, or record a closed, executive session without permission. This provision shall apply to any room or space on city property where such a closed session may be occurring.
 - (m) Approaching the dais, table, or other seating area occupied by officials or staff without permission from the body or blocking access or egress to such area.
2. The area immediately outside of the Council Chamber is hereby designated as a free-speech zone where the public may express their political views during regular business hours. Persons engaged in such activity shall not block the entry or exit to the Council Chamber, shall not obstruct the closing of the doors, and shall not generate noise of any kind sufficient to disturb the meeting underway inside the Council Chamber.
 3. Any person who violates these provisions shall be asked to comply or leave the premises. If a person refuses to comply, that person shall be ordered to leave and, if necessary, forcibly removed by law enforcement. Such conduct may result in prosecution.
 4. Persons that have been repeatedly ruled out of order or have been found to be repeatedly disruptive during the meeting are subject to being banned from attending meetings for one calendar year. Such a ban shall require majority approval of the City Council.
 5. Persons who have been aggrieved by this policy wishing to file a complaint must do so in writing within two business days of the occurrence in question. A form for this purpose shall be available in the clerk's office. Failure to cooperate with the complaint process and any subsequent inquiry or hearing regarding that complaint shall be deemed a waiver of said complaint. If a contested hearing is held on the substance to the complaint, the complainant shall be subject to cross-examination under oath.

6. The physical act of attending an open meeting shall constitute acknowledgement, acceptance, and agreement of these provisions. The following disclaimer shall be prominently displayed on the entrance door of the Council Chamber **“BY ENTERING THIS CHAMBER, ALL VISITORS ACKNOWLEDGE, ACCEPT, AND AGREE TO FOLLOW THE ORDINANCE ON PUBLIC PARTICIPATION. VIOLATION OF THAT ORDINANCE MAY RESULT IN BEING REMOVED FROM THE CHAMBER.”**

SECTION 2: The provisions of any ordinance or code section in conflict with any provision of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3: This ordinance shall be in full force and effect following final passage and approval.

SECTION 4: The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

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 21st day of April, 2025.

Presiding Officer of the Council

Approved by the Mayor of said City this 21st day of April, 2025.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE TEMPORARILY EXTENDING THE PREMISES FOR LIBERTY CENTER ASSOCIATION FOR THE ARTS RELATING TO THE 2025 SCOTT JOPLIN RAGTIME FESTIVAL.

WHEREAS, Liberty Center Association for the Arts is requesting the City to temporarily extend its premises for the purposes of its liquor license during the 2025 Scott Joplin Ragtime Festival to be held in downtown Sedalia May 28-31, 2025.

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

Section 1. For the 2025 Scott Joplin Ragtime Festival to be held May 28-31, 2025, Liberty Center Association for the Arts premises are deemed to be extended outwards from its building to include the public sidewalk and street adjacent to its facility, so this vendor is able to sell alcoholic beverages to participants in this area during this event.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection in the City Clerk's Office prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 21st day of April, 2025.

Presiding Officer of the Council

Approved by the Mayor of said City this 21st day of April, 2025.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A LEASE AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI, SEDALIA PARKS & RECREATION AND THE SEDALIA SENIOR CENTER.

WHEREAS, the City of Sedalia, Missouri, Sedalia Parks & Recreation Department has received a proposal to enter into a lease agreement with District III Area Agency on Aging dba Care Connection for Aging Services/Sedalia Senior Center of Warrensburg, Johnson County, Missouri a Missouri Not-For-Profit Corporation; and

WHEREAS, under the agreement, District III Area Agency on Aging dba Care Connection for Aging Services/Sedalia Senior Center of Warrensburg, Johnson County, Missouri a Missouri Not-For-Profit Corporation shall pay the sum and amount of Two Thousand Dollars (\$2,000.00) per month to lease certain space and equipment in the Heckart Community Center for a term of 5 years as more fully described in the proposed agreement attached to this ordinance and incorporated by reference as though the agreement was set forth herein.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby authorizes the lease agreement by and between the City of Sedalia, Missouri, Sedalia Parks & Recreation and District III Area Agency on Aging dba Care Connection for Aging Services/Sedalia Senior Center of Warrensburg, Johnson County, Missouri a Missouri Not-For-Profit Corporation as the agreement has been proposed and attached hereto.

Section 2. The Mayor or City Administrator are hereby authorized and directed to execute and the City Clerk is hereby authorized and directed to attest and fix the seal of the City of Sedalia, Missouri, on the 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 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 21st day of April, 2025.

Presiding Officer of the Council

Approved by the Mayor of said City this 21st day of April, 2025.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers, City Clerk



Sedalia Parks & Recreation Department

1800 W. 3rd St. Sedalia, MO 65301

(660) 826-4930

www.sedaliaparks.com

info@sedaliaparks.com

Date: April 15, 2025

To: Matthew Wirt, Interim City Administrator

From: Amy Epple, Director of Parks & Recreation *AE*

Re: Sedalia Senior Center contract extension

At the Sedalia Park Board meeting held on April 10, 2025, the Board voted to extend the Sedalia Senior Center contract by 5 years, expiring in 2030.

Amy Epple
Director of Parks & Recreation
aepple@sedaliaparks.com

Courtney Fry
Assistant Director of Recreation
cfry@sedaliaparks.com

John Simmons
Assistant Director of Parks
jsimmons@sedaliaparks.com



Senior Center Lease Agreement



This lease agreement is made and entered into as of April 1, 2025 by and between the City of Sedalia Missouri a Municipal Corporation d/b/a Sedalia Parks & Recreation Department (hereinafter referred to as "Lessor") and District III Area Agency on Aging dba Care Connection for Aging Services/Sedalia Senior Center of Warrensburg, Johnson County, Missouri a Missouri Not-For-Profit Corporation (hereinafter referred to as "Lessee").

1. **PROPERTY LEASED.** The Lessor shall lease to the Lessee and the lessee shall lease from the Lessor certain space and equipment in a building known as the "Heckart Community Center" located at 1800 West 3rd Street, Sedalia, Pettis County, Missouri as further described in Attachment A, Leased Property attached hereto and incorporated herein.
2. **TERM.** The term of this lease shall begin on April 1, 2025, the Effective Date, and unless terminated or extended shall end on the fifth anniversary of such Effective Date. PROVIDED HOWEVER, that the amount of money paid by Lessee for Rents and Utilities shall be reviewed on an annual basis upon sixty (60) days notice prior to the anniversary date of the lease agreement. The lease term may only be extended by mutual agreement of the parties in writing. The Lessee accepts the premises in its present condition. Possession shall pass to the Lessee on the later of the Effective Date, the date of the last signature on the lease agreement, or payment of the initial Rents.
3. **RENT AND UTILITIES.** Lessee agrees to pay as rents and utility costs for the use of the Leased Property two thousand dollars (\$ 2,000.00) per month. Said payment is due on the first business day of each month during the term of this agreement. A late fee of twenty five dollars (\$25.00) per day shall be charged past the fifth business day of the month. These Rents and Utilities amounts may be reviewed on an annual basis upon sixty (60) days notice prior to each anniversary date of the Effective Date of the Lease Agreement.
4. **NON-APPROPRIATION.** Lessor acknowledges that payments made by Lessee under terms of this lease are contingent upon funds appropriated to and received by the Lessee from the U.S. Department of Health and Human Services and the General Assembly of the State of Missouri for each fiscal year included within the lease period. Therefore, this lease may be suspended or terminated without penalty or termination costs if such funds are not received by Lessee. Lessee shall provide notice as soon as practical of such suspension or termination of payments based on non-appropriation and shall vacate the premises by the end of the last month for which rents are paid.
5. **USE OF LEASED PROPERTY.** Lessee represents to Lessor that the primary intended use for the property will be for a senior citizen's center. No other unrelated use may be made of the premises without first obtaining the prior written consent of the Lessor and such consent shall not be unreasonably withheld. Lessee covenants and agrees to not permit or allow a public or private nuisance to occur or remain on the premises. The Lessee shall not commit or permit the commission by others of any waste on the premises, nor shall the Lessee use or permit the use of the premises for any unlawful purpose. The Lessee shall not commit or permit the commission of any hazardous acts on the premises or use or permit the use of the premises in any manner that would increase the existing rates or cause a cancellation of any fire, liability or extended coverage insurance policy insuring the lease premises.
6. **MECHANIC OR MATERIALMEN'S LIEN.** The Lessee shall not make or permit any other person to make any improvements on the premises without the prior written consent of the Lessor, and the Lessee shall keep

the premises free and clear from any and all liens, claims, and demands for work performed, materials furnished, or operations conducted thereon at the instance or request of Lessee.

7. **ALTERATIONS AND ADDITIONS.** Provided there is no continuing event of default, Lessee may make additions or improvements to, or alterations of the leased premises with the prior expressed written consent of the Lessor and such consent shall not be unreasonably withheld. All such additions, improvements or alterations must not substantially lessen the fair market value of the leased premises or interfere with other uses and shall be completed expeditiously and in good and workmanlike manner. All such additions, improvements or alterations shall become part of the leased premises and subject to this lease and may not be removed by Lessee without the express written consent of the Lessor.

Reversionary Interest. The federal government maintains certain reversionary interests as set forth in Section 312 of the Older Americans Act of 1965, as amended, 42 U.S.C. 3030B, which have arisen as a result of Lessors receipt and use of Department of Health and Human Services grant funds in connection with the purchase of, or construction of, the leased property. This interest applies to all potential sellers, purchasers, transferors and recipients of a transfer of the property.

8. **FIXTURES AND EQUIPMENT.** Lessor agrees that all fixtures installed on the property by Lessee shall become the property of Lessor as part of the realty no matter how affixed to the property and may not be removed without the prior express written consent of Lessor. Equipment or other personal property not affixed to the property shall not become the property of Lessor and may be removed by Lessee at any time during the lease term. Lessee agrees to repair any damages to the structure caused by the removal of such personal property. Lessor shall not be responsible for any damage or loss to any of Lessee's personal property and equipment. Lessee shall be responsible for any damage or loss to any of Lessor's fixtures, personal property and equipment, except for normal wear and tear.

9. **INVENTORY.** The parties agree to maintain an inventory of each respective party's personal equipment and personal property used or stored on the leased premises. Said inventory shall be updated on or about the anniversary of the Effective Date of this agreement each year.

10. **MAINTENANCE.** Lessor agrees to maintain in good condition and repair the roof, exterior walls (including glass of all types and exterior doors), foundation, plumbing systems, heating and air conditioning fixtures, yard area and parking lot, except any damage thereto caused by any act or negligence of Lessee, its employees, agents or clients. Lessee agrees to maintain the interior of the space subject to this Lease. Lessee agrees to repair any damage caused by its employees, agents or clients to the leased premises. Lessor reserves the right of access to all parts of the property for the purpose of inspection.

In the event the Lessor rents the facility to any outside individual or organization, and in the event the Lessee expends time, labor or other costs associated with the cleanup related to such outside individual or organization's activities, then the Lessee shall be entitled to deduct from the next regular lease payment a minimum amount of \$100.00 up to a maximum amount equal to the Lessee's actual expenses incurred in such cleanup.

11. **CASUALTY LOSS.** If the leased premises should be damaged by fire or other insured casualty during the lease term to the extent of 25% or more of the cost of replacement of the entire structure, or damaged by any uninsured casualty, both Lessor and Lessee shall have the option of terminating this lease. If the lease is not terminated and the Lessor rebuilds, Lessor shall repair and/or restore within one hundred and twenty (120) days of casualty loss, the premises to substantially the condition it was in immediately prior to such damage or destruction. Lessor's obligation shall in no event exceed the scope of the work required in the original construction and shall not include the replacement of any of the fixtures installed by Lessee. Lessor shall not be responsible for any casualty losses sustained to lessee's personal property and equipment.

Rent payable under this lease shall be abated proportionately according to the floor area of the premises which is usable by the Lessee, but if such damage was caused by the fault of Lessee, or its employees, agents or clients, there shall be no abatement of rent. Any abatement afforded shall continue for the time period of the restoration and repair. Should the Lessor have a deed of trust on the leased premises, at the time of any casualty loss in excess of \$10,000.00, and the lender refuses to apply any insurance proceeds towards the replacement or repair of the structure, the Lessor is released from its obligation to rebuild and this lease shall be terminated.

12. INSURANCE. Lessee agrees to use all practical safety precautions in its activities on the premises in order to prevent injuries to persons engaged in such activities, and Lessee does hereby agree to indemnify and hold harmless Lessor from any claims from injuries arising out of the use and activities of the Lessee on the premises of the Lessor. Lessee also agrees to maintain and furnish satisfactory proof of insurance policies covering its activities in and around the facility, having personal injury liability limits of at least one hundred thousand dollars (\$100,000.00) for any one person in a single accident or occurrence and at least eight hundred thousand dollars (\$800,000.00) for all claims arising out of a single accident or occurrence or any higher amounts of liability exposure set out in Revised Statutes of Missouri, Section 537.610, and two hundred fifty thousand dollars (\$250,000.00) for all property damage claims arising out of a single accident or occurrence, and naming the City of Sedalia, Missouri, as named insureds. Lessee shall provide Lessor with a certificate of insurance with the terms as stated in this paragraph.

13. KEYS. The Lessee shall be responsible for the security keys to the leased premises that are provided by Lessor. In the event any of the keys are lost or stolen the Lessee shall provide the City's Parks and Recreation Director or their designee with details surrounding the loss of the keys. A stringent key control system must be maintained for reasons of accountability and security of the leased premises. Lessee shall not permit any duplication of any keys, nor shall they permit any other parties to use keys assigned to them for any purposes not contained in this lease. Only the City's Parks and Recreation Director or their designee shall duplicate any keys to the facility.

14. WAIVER. Any waiver of breach of any of the provisions of this lease by the Lessor shall be in writing stating the specific provisions and the extent of such waiver, and shall not constitute a continuing waiver or a waiver of any subsequent breach by the Lessee, either of the same provision or another provision of this lease.

15. LESSEE'S DEFAULT. This lease may be terminable at the option of the Lessor upon the occurrence of any of the following events:

- A. Filing of a voluntary or involuntary petition by or against Lessee, seeking bankruptcy adjudication or reorganization or similar acts;
- B. Appointments of a trustee or receiver for Lessee;
- C. Lessee's making of an assignment for the benefit of creditors;
- D. Abandonment of the property for more than thirty (30) days; or
- E. Default by lessee in any of the terms of this agreement. Upon a default occurring by the Lessee with respect to the provisions of this subparagraph E, the Lessor shall send written notice of the specific nature of the impending default to the Lessee, and the lessee shall then have thirty (30) days in which to cure the situation.

Should the Lessee fail to cure the default in the performance of any covenant, condition or agreement contained in this lease, the Lessor after the expiration of any notice required herein, may terminate this lease and re-enter and regain possession of the premises in the manner provided by the laws of the State of Missouri then in effect. This election to terminate and re-enter the premises shall in no way effect the rights of the Lessor to recover any damages incurred arising from the Lessee's breach, abandonment or default.

16. LESSOR'S DEFAULT. This lease may be terminated at the option of the Lessee upon the occurrence of any of the following events:

- A. Lessor's failure to pay any lien or encumbrance affecting the leased premises when due; or
- B. Default by Lessor in any of the terms of this agreement. Upon a default occurring by the Lessor with respect to the provisions of this subparagraph B, the Lessee shall send written notice of the specific nature of the impending default to the Lessor, and the Lessor shall then have thirty (30) days in which to cure the situation.

Should Lessor fail to cure the default in the performance of any covenant, condition, or agreement contained in this lease, after the expiration of any notice required herein, the Lessee may lawfully terminate the lease upon thirty (30) days notice to Lessor. This election to terminate the lease shall in no way effect the rights of the Lessee to recover any damages incurred arising from the Lessor's breach or default.

17. NOTICES. All notices, requests, demands or other communications shall be in writing and shall be deemed to have been given when sent by certified mail, return receipt requested, addressed, as the case may be, as follows:

Lessor: City Administrator

City of Sedalia Municipal Building
200 South Osage Avenue Sedalia, MO 65301
With Copy to: Parks & Recreation Director
Heckart Community Center
1800 West 3rd Street
Sedalia, MO 65301

Lessee: Executive Director

Care Connection for Aging Services
106 West Young Street
P. O. Box 1078
Warrensburg, MO 64093

18. SURRENDER OF PREMISES. Upon the expiration or earlier termination of the lease, Lessee shall surrender the property to Lessor in good order and condition, except for ordinary wear and tear, and except for the results of any damage or destruction within the provisions of the paragraph of this agreement dealing with casualty loss. Lessee shall remove from the property on or prior to such expiration or earlier termination all of its personal property. Property not removed shall become the property of the Lessor.

19. ENTIRE AGREEMENT. This lease contains the entire agreement between the parties for the subject matter herein. None of the terms of this lease shall be modified to any extent, except by a written instrument referencing this Lease Agreement signed and delivered by both parties.

20. SEVERABILITY. If any provision of this lease shall be declared invalid or unenforceable, the remainder of the lease shall continue in full force and effect.

21. CAPTIONS. The section headings are for convenience of reference only and shall not limit or otherwise affect the meaning of the section.

22. COUNTERPARTS. This lease agreement will be simultaneously executed in two counterparts, each of which, when so executed and delivered, shall constitute an original lease.

23. **GOVERNING LAW AND VENUE.** This lease shall be governed by and construed in accordance with the laws of the State of Missouri. The parties agree to Pettis County Circuit Court as being the venue for bringing any action under the terms of this lease.

24. **BINDING EFFECT.** This lease agreement shall inure to the benefit of, and be binding upon successors or assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have placed their signatures as of the day and year first above written.

CITY OF SEDALIA

By: _____
Matthew Wirt, Interim City Administrator

ATTEST:

By: _____
Jason S. Myers, City Clerk

CARE CONNECTION SERVICES

By: _____
Wendy Martin , Executive Director

Attachment A

Leased Property

As depicted on the floor plan below, Lessee shall have the following space including fixtures dedicated to their exclusive use:

- 115 Senior Admin
- 116 Office
- 118 Office
- 119 Office
- The walk-in refrigerant equipment located in 122 Prep/Storage

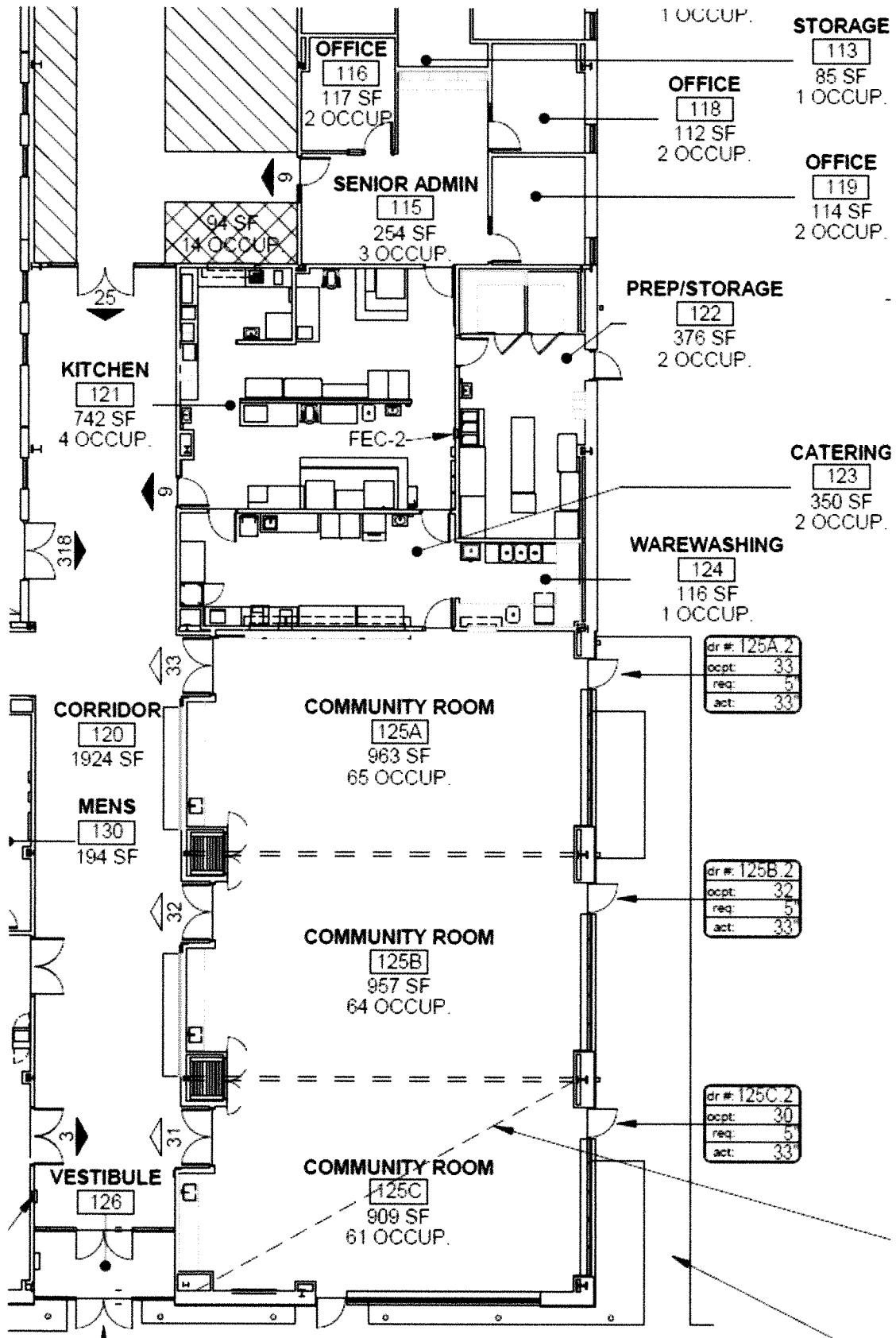
Lessee shall have exclusive use of the following areas including fixtures during the hours of 6:00 am to 2:00 pm on Mondays through Fridays:

- 121 Kitchen
- 122 Prep/Storage
- 123 Catering
- 124 Warewashing
- 125A Community Room

Lessee shall have nonexclusive use of the following areas during the hours of 6:00 am to 2:00 pm on Mondays through Fridays:

- 125B Community Room (as needed)
- 127 Storage
- 130 Men's Restroom
- 132 Women's Restroom
- Other surrounding areas such as corridors and patios

Attachment A Leased Property



Attachment A

Leased Property

The following is the initial inventory of fixtures, equipment, and personal property subject to this lease agreement:

BILL NO. _____

ORDINANCE NO. _____

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

WHEREAS, The City of Sedalia, Missouri, has received a sales agreement from Foley Equipment Company for the purchasing of a Skid Steer Mill attachment for the Street Department; and

WHEREAS, under the attached agreement, the City of Sedalia, Missouri, shall pay the following amount to Foley Equipment Company through Sourcewell Agreement #193317:

- **Cold Planer, PC31** Skid Steer Attachment - \$28,158.60 (inclusive of trade-in value of 24 Bobcat \$3,500.00)

as more fully described in the sales agreement attached to this ordinance and incorporated by reference herein.

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

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

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 21st day of April 2025.

Presiding Officer of the Council

Approved by the Mayor of said City this 21st day of April 2025.

ATTEST:

Andrew L. Dawson, Mayor

Jason S. Myers
City Clerk



Let's Cross Paths

City of Sedalia

200 S. Osage

Sedalia, MO 65301

(660) 827-3000 www.sedalia.com

To: Matthew Wirt, Interim City Administrator
From: Justin Bray, PW Operations Director
Date: April 10th 2025
Subject: Request for Purchase Approval – Skid Steer Mill Attachment

The Public Works Operations Department – Street Division respectfully requests approval to proceed with the purchase of a Skid Steer Mill Attachment from Foley Equipment, located at 1040 Sedalia Road, Sedalia, MO 65301.

This purchase will be funded through budget line item 20-64-351-00. The FY26 budget includes an allocation of \$30,000 for this equipment. Following a trade-in of the current attachment, we have received a revised quote in the amount of \$28,158.60.

We recommend proceeding with this purchase to maintain operational efficiency and support ongoing street maintenance activities.

Please let me know if additional information is required.

Public Works utilized the cooperative procurement process of Sourcewell #193317 (formerly NJPA) in the purchase of this piece of equipment, which complies with the City's Financial Management Policy.



SALES AGREEMENT

DATE Apr 03, 2025

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

CUSTOMER	CITY OF SEDALIA		
STREET ADDRESS	200 S OSAGE		
CITY/STATE	SEDALIA, MO	COUNTY	PETTIS
POSTAL CODE	65301-4334	PHONE NO.	660-827-3000
CUSTOMER CONTACT:	EQUIPMENT		
	PRODUCT SUPPORT		
INDUSTRY CODE:	LEGISLATIVE BODIES	PRINCIPAL WORK CODE	
	(CITY/COUNTY) (9121)		
CUSTOMER NUMBER	030820	Sales Tax Exemption # (if applicable)	12493333
		CUSTOMER PO NUMBER (For reference only)	
PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)			
NET PAYMENT ON RECEIPT OF INVOICE	<input type="checkbox"/>	NET ON DELIVERY	<input type="checkbox"/>
CASH WITH ORDER	\$0.00	BALANCE TO FINANCE	\$0.00
PAYMENT PERIOD		PAYMENT AMOUNT	0.00
		CONTRACT INTEREST RATE	0
		NUMBER OF PAYMENTS	0
		OPTIONAL BUY-OUT	\$0.00
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED			
MAKE: TBA	MODEL: WORK TOOLS	YEAR: TBA	
STOCK NUMBER: TBA	SERIAL NUMBER: TBA		
COLD PLANER, PC31		529-5820	
TRADE-IN EQUIPMENT			
MODEL: 24 - BOBCAT(RT)	YEAR: 2009	SN: 991408615	SELL PRICE \$36,942.00
PAYOUT TO:	AMOUNT:	PAID BY: Dealer	LESS GROSS TRADE ALLOWANCE (\$3,500.00)
MODEL:	YEAR:	SN:	PDI/MAKE READY \$248.00
PAYOUT TO:	AMOUNT:	PAID BY:	SOURCEWELL DISCOUNT (\$5,531.40)
MODEL:	YEAR:	SN:	NET BALANCE DUE \$28,158.60
PAYOUT TO:	AMOUNT:	PAID BY:	PLUS APPLICABLE TAXES CALCULATED AT DELIVERY \$28,158.60
MODEL:	YEAR:	SN:	ACH Information:
PAYOUT TO:	AMOUNT:	PAID BY:	Bank = Wells Fargo NA
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY FOLEY AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.			ABA number 121000248
CUSTOMER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO FOLEY AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.			Account number 4121956387
			Email remittance advice to ACHPMTS@foleyeq.com
			Customer responsible for all applicable taxes at the time of delivery.
<input type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY		INITIAL	<input type="checkbox"/> USED EQUIPMENT WARRANTY
			INITIAL
The Customer acknowledges that they have received a copy of the Foley Equipment Company and/or Caterpillar Warranty as applicable and have read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The Customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.		All used equipment is sold as is where is and no warranty is offered or implied except as specified here:	
Warranty applicable including expiration date where necessary:		Warranty applicable:	
CSA:			
NOTES: Sourcewell Member # 193317			
Sourcewell Pricing based on contract #011723-CAT			

This order is not valid until approved by Sales Manager

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

Foley Equipment Company

PURCHASER

ORDER RECEIVED BY

Smith, Matt

REPRESENTATIVE

APPROVED AND ACCEPTED ON

CITY OF SEDALIA

PURCHASER

SALES MANAGER BY

SIGNATURE

TITLE

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

Customer's Initials _____

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FOR THE PURCHASE OF A SKID STEER AND BUCKET FOR THE WATER POLLUTION CONTROL DEPARTMENT.

WHEREAS, The City of Sedalia, Missouri, has received a quote from Crown Power & Equipment Co., LLC; and

WHEREAS, under the attached quote, the City of Sedalia, Missouri, shall pay the sum and amount of Sixty-One Thousand Three Hundred Twenty Dollars and Seventy-three Cents (\$61,320.73) to Crown Power & Equipment Co., LLC through Sourcewell quote #112624-KBA for the purchase of a Kubota model SVL65 Skid Steer and bucket to be utilized by the Water Pollution Control Department as more fully described in the proposed 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 Crown Power & Equipment Co., LLC in substantively the same form and content as the 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 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 21st day of April 2025.

Presiding Officer of the Council

Approved by the Mayor of said City this 21st day of April 2025.

ATTEST:

Andrew L. Dawson, Mayor

Jason S. Myers
City Clerk



Let's Cross Paths

City of Sedalia

200 S. Osage

Sedalia, MO 65301

(660) 827-3000 www.sedalia.com

To: Matthew Wirt, Interim City Administrator
From: William Bracken, Utilities Director
Date: April 14th, 2025
Subject: Skid Steer for Wastewater Plants

I am writing to request purchase approval for a Kubota SVL65 skid steer and bucket for the Water Pollution Control Department from Crown Power & Equipment Co of Lamonte Mo. This machine will be used to clean out basins, move pallets and drums, and do general maintenance around all three wastewater treatment plants. Previously we have relied on borrowing equipment from other departments or renting it from outside vendors.

Through the Sourcewell Cooperative Purchase process (contract # 112624-KBA), a discount of \$18,923.52 has been applied to the machine's price, resulting in a cost of \$61,320.73 to the City. This purchase will be below the amount approved in the FY26 budget.

Thank you for your consideration.



Ground Maintenance, CE, Utility
Tractors, Mowers, RTV's - 112624-K&A
Ag Tractors with Related Attachments - 082923-K&A
NAPA Arkansas 460041718
NAPA Delaware 655-17673
Nebraska 14777 (OC)
Mississippi 820067336

SVL65-2HFWC WEB QUOTE #2866543

Date: 4/11/2025 11:13:03 AM

— Customer Information —

Bracken, William

112624

City of Sedalia

wbracken@sedalia.com

660-827-3000

Quote Provided By

CROWN POWER & EQUIPMENT CO.,
LLC

Matt Bohon

22089 HWY 127

LA MONTE, MO 65337

email: mbohon@crown-power.com

phone: 6603475855

— Standard Features —

— Custom Options —



Kubota

S Series

SVL65-2HFWC

*** EQUIPMENT IN STANDARD MACHINE ***

FEATURES

Vertical Lift Path Loader Frame
Standard Front Quick Coupler,
Float Standard
Hydraulic Quick Coupler Option
Loader Arm Self-Leveling with
on/off switch
Loader Boom Lock
Open ROPS & Air Conditioned
ROPS/FOPS Cab Models
Adjustable, Vinyl, Suspension
Seat
2" Retractable Seat Belt and 2-
Piece Seat Bar
12V Electric Outlet
17.4 gpm Auxiliary Hydraulics
standard, 27 gpm Option
Direct To Tank Return Line
Rigid Mounted Undercarriage, 4
Lower Track Rollers
Rubber Tracks, 12.6" Standard,
15" Optional
Two Speed Travel System
Automatic Wet Disk Parking
Brake
Kubota 4 Hydraulic Pump Load
Sensing System
2 Gear, 2 Variable
Displacement Pumps
Hydraulic Joystick Controls,
Optional Multi-Function Grips
ISO Operating Pattern
Hand And Foot Throttle
Controls
Electronic Travel Torque
Management
Automatic Glow Plugs
Key Switch Stop System
Self Bleed Fuel System
2 Front and 2 Rear Working
Lights
Hour Meter, Engine
Temperature and Fuel
Gauges and Warning Lights
Horn and Backup Alarm
Lockable Fuel Cap
Bolt On Grab Handles to enter
machine

BASIC UNITS

SVL65-2HFWC, 15.0" Rubber
Tracks, A/C ROPS/FOPS Cab
Hydraulic Quick Coupler, High
Flow Hydraulics & MF Grips

ENGINE
V2607-CE-TE4 Tier 4 Final Diesel
Engine
4 Cylinder, 4 Cycle, Turbo Charged
68 Gross HP @ 2400 rpm (SAE
J1995)

DIMENSIONS

Cab Height 79.9"
Width (without attachment) 65.2"
Width with wide track option
(without attachment) 67.7"
Length (without attachment) 107.6"
Length of Track on Ground 57.9"

OPERATIONAL

DIMENSIONS
Operating Weight*, SVL65-2, 12.6"
Rubber Tracks, Open
ROPS/FOPS Cab, Mechanical
Quick Coupler 8,105 lbs.
Rated Operating Capacity (@ 35%
of Tipping Load) 2,100 lbs.
Rated Operating Capacity (ROC)
@ 50% of Tipping Load 3,000 lbs.
Tipping Load 6,000 lbs.
Auxiliary Hydraulics Flow 17.4
gpm
Travel Speed (Low / High) 4.9 / 7.1
mph
Reach @ Maximum Height 34.9"
Height to Hinge Pin 118.5"
Ground Pressure (Standard Track)
5.0 psi.
Ground Pressure (Wide Track) 4.2
psi

* Includes operator's weight, 165
lbs.

SVL65-2HFWC Base Price: \$75,024.00

(1) 74" Heavy Duty, Low Profile, Long Floor, Cutting
Edge, Side Cutter, 19.2 cu-ft heaped capacity
AP-HD74LLC-74" Heavy Duty, Low Profile, Long Floor, Cutting
Edge, Side Cutter, 19.2 cu-ft heaped capacity

(1) HOSE STAY FOR SSV/SVL MODELS \$112.00
S6763-HOSE STAY FOR SSV/SVL MODELS

(1) AT&T TIER 3 TELEMATICS MODEM \$461.00
DCU6770-AT&T TIER 3 TELEMATICS MODEM

(1) SVL TELEMATICS HARNESS \$151.00
S6702-SVL TELEMATICS HARNESS

(1) ROTARY BEACON LIGHT \$417.00
S6678-ROTARY BEACON LIGHT

Configured Price: \$78,848.00

Sourcewell Discount: (\$18,923.52)

SUBTOTAL: \$59,924.48

Dealer Assembly: \$165.00

Freight Cost: \$831.25

PDI: \$400.00

Total Unit Price: \$61,320.73

Quantity Ordered: 1

Final Sales Price: \$61,320.73

Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting
dealer

*Some series of products are sold out for 2022. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FOR THE PURCHASE OF A MINI EXCAVATOR AND TWO BUCKETS FOR THE WATER DEPARTMENT.

WHEREAS, The City of Sedalia, Missouri, has received a quote from Crown Power & Equipment Co., LLC; and

WHEREAS, under the attached quote, the City of Sedalia, Missouri, shall pay the sum and amount of Thirty-Two Thousand One Hundred Sixty-four Dollars and Sixty-four Cents (\$32,164.64) to Crown Power & Equipment Co., LLC through Sourcewell quote #112624-KBA for the purchase of a Kubota model KX018-4 Excavator and two buckets to be utilized by the Water Department as more fully described in the proposed 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 Crown Power & Equipment Co., LLC in substantively the same form and content as the 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 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 21st day of April 2025.

Presiding Officer of the Council

Approved by the Mayor of said City this 21st day of April 2025.

ATTEST:

Andrew L. Dawson, Mayor

Jason S. Myers
City Clerk



Let's Cross Paths

City of Sedalia

200 S. Osage

Sedalia, MO 65301

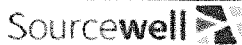
(660) 827-3000 www.sedalia.com

To: Matthew Wirt, Interim City Administrator
From: William Bracken, Utilities Director
Date: April 14th, 2025
Subject: Mini Excavator for Small Water Jobs

I am writing to request purchase approval for a Kubota KX018-4 excavator and two buckets for the Water Department from Crown Power & Equipment Co of Lamonte Mo. This is a small excavator that retracts to 3' 3" wide to fit through gates and between obstacles. It will be used to get into tighter places where our current equipment cannot. It will also cause less damage to property when making repairs in yards. Previously we have rented these from outside vendors when required.

Through the Sourcewell Cooperative Purchase process (contract # 112624-KBA), a discount of \$9747.36 has been applied to the machine's price, resulting in a cost of \$32,164.64 to the City. This purchase will be below the amount approved in the FY26 budget.

Thank you for your consideration.



Ground Maintenance, CE, Utility
Tractors, Mowers, RTV's - 112624-KBA
Ag Tractors with Related Attachments - 082923-KBA
NUPA Arkansas 4600041718
NUPA Delaware 655-17673
Nebraska 14777 (OC)
Mississippi 8200067336

KX018-4R1 WEB QUOTE #2862316

Date: 4/1/2025 12:20:23 PM

— Customer Information —

Bracken, William

112624

City of Sedalia

wbracken@sedalia.com

660-827-3000

Quote Provided By

CROWN POWER & EQUIPMENT CO.,
LLC

Matt Bohon

22089 HWY 127

LA MONTE, MO 65337

email: mbohon@crown-power.com

phone: 6603475855

— Standard Features —

— Custom Options —



Kubota

K Series

KX018-4R1

*** EQUIPMENT IN STANDARD MACHINE ***

FEATURES

Short Pitch Rubber Tracks
ROPS/OPG (Top Guard, Level

1) 4 Post Canopy

Suspension Seat

Variable Width Track Frame

Kubota 4 Hydraulic Pump
Design

2 Gear; 2 Variable

Displacement Pumps

Hydraulic Joystick Controls
with Wrist Rests

Two Operating Pattern

Selection System

Standard Front Dozer Blade
with Extensions

360 Degree Full Rotation

75° Left and 60° Right Boom
Swing Angle

7.4 GPM Auxiliary Hydraulics
Port

Five Second Quick Preheat
System

Key Switch Stop System

Self Bleed Fuel System

Auto-downshift Two Speed

Travel System

Dimensions And

Operating Weight

KX018-4R1, Rubber Tracks,

4-Post ROPS/OPG (Top Guard

Level I) Canopy,

Dipper Arm, Counterweight

Overall Length 12' 2.1"

Overall Width 3' 3" / 4' 3.2"

Overall Height 7' 7.7"

Operating Weight 3747 lbs*

Ground Clearance 6.3"

* Includes operator's weight,
175 lbs.

ENGINE

D902 Kubota E-TVCS Tier 4 Diesel
Engine

3 Cylinder, 4 Cycle

15.5 Net HP @ 2300 rpm

OPERATIONAL

DIMENSIONS

Max Digging Depth 7' 9.7"

Max Digging Radius @ Ground

Level 12' 8"

Max Vertical Digging Depth 6' 7.9"

Max Dumping Height 7' 9.7"

DOZER BLADE

DIMENSIONS

Width 3' 3" / 4' 3.2"

Height 9.1"

Lift Above Ground 9.1"

Drop Below Ground 9.1"

PERFORMANCE

Digging Force @ Bucket (K7970)

3594 lbs

Digging Force @ Dipper Arm 1852

lbs

Travel Speed (Low) 1.4 mph

Travel Speed (High) 2.6 mph

Climbing Ability 27% / 15°

Lift Capacity 910 lbs.

Over End

Blade Grounded

2.0 ft. Load Point Height

8.0 ft. Load radius

KX018-4R1 Base Price: \$37,615.00

(1) CANOPY WORK LIGHT KIT FOR KX018-4 \$238.00
K7421-CANOPY WORK LIGHT KIT FOR KX018-4

(1) 12" QA TRENCHING BUCKET \$803.00
K7968A-12" QA TRENCHING BUCKET

(1) QUICK COUPLER \$1,201.00
K7966A-QUICK COUPLER

(1) 18" QA TRENCHING BUCKET \$995.00
K7970A-18" QA TRENCHING BUCKET

Configured Price: \$40,852.00

Sourcewell Discount: (\$9,747.36)

SUBTOTAL: \$31,104.64

Dealer Assembly: \$110.00

Freight Cost: \$550.00

PDI: \$400.00

Total Unit Price: \$32,164.64

Quantity Ordered: 1

Final Sales Price: \$32,164.64

Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting
dealer

*Some series of products are sold out for 2022. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FOR THE PURCHASE OF A GOOSENECK TRAILER FOR THE STREET DEPARTMENT.

WHEREAS, The City of Sedalia, Missouri, has received a quote from Truck Country, LLC; and

WHEREAS, under the attached quote, the City of Sedalia, Missouri, shall pay the sum and amount of Forty-three Thousand Twenty-four Dollars and Forty Cents (\$43,024.40) to Truck Country., LLC through for the purchase of a 2024 MAXX-D 36-foot, 40,000 lb Gooseneck Trailer to be utilized by the Street Department as more fully described in the proposed 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 sales quote by and between the City of Sedalia, Missouri, and Truck Country, LLC in substantively the same form and content as the 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 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 21st day of April 2025.

Presiding Officer of the Council

Approved by the Mayor of said City this 21st day of April 2025.

ATTEST:

Andrew L. Dawson, Mayor

Jason S. Myers
City Clerk



Let's Cross Paths

City of Sedalia

200 S. Osage

Sedalia, MO 65301

(660) 827-3000 www.sedalia.com

To: Matthew Wirt, Interim City Administrator
From: Justin Bray, PW Operations Director
Date: April 15th 2025
Subject: Request for Purchase Approval – 36 Foot, 40k Gooseneck Trailer

The Street Division of the Public Works Operations Department respectfully requests approval to purchase a 36-foot, 40,000 lb. gooseneck trailer from Truck Country, located at 13971 Hwy 52, Versailles, MO 65084.

This purchase will be funded through budget line item 20-64-351-00. The FY26 budget includes an allocation of \$45,000 for this equipment, and we have obtained a quote in the amount of \$43,024.40.

Approval of this purchase will support our continued efforts to maintain operational efficiency and meet the demands of ongoing street maintenance work.

Please let us know if any additional information is needed to proceed

Public Works utilized the cooperative procurement process of **Missouri BUYS #1010385** in the purchase of this piece of equipment, which complies with the City's Financial Management Policy.

9/26/2024
Store: 1

Sales Order #8861

Ordered: 9/26/2024

Associate:

Page

Truck Country LLC

13971 Hwy 52 Versailles, MO 65084
573-378-2300 www.truckcountryllc.com

Bill To: City of Sedalia
City of Sedalia
901 East 3rd
Sedalia, Mo 65301
660-620-6264

INSTRUCTIONS: MissouriBuys # 1010385

Order Status: Open

Item Name	Item Description	Attribute	Size	Order	Sold	Due	Price	Ext Price Tax
MAXX-D Trailers	2024 MAXX-D 36' YHX 40K Gooseneck Hydraulic Dovetail - Gray - VIN # 5R8GF3620RM108933			1	0	1	\$38,370.00	\$38,370.00
			2.35%				less: \$925.00	
Title & Document Fee	Administrative Fee AN ADMINISTRATIVE FEE IS NOT AN OFFICIAL FEE AND IS NOT REQUIRED BY LAW BUT MAY BE CHARGED BY A DEALER. THIS ADMINISTRATIVE FEE MAY RESULT IN A PROFIT TO DEALER. NO PORTION OF THIS ADMINISTRATIVE FEE IS FOR THE DRAFTING, PREPARATION, OR COMPLETION OF DOCUMENTS OR THE PROVIDING OF LEGAL ADVICE. THIS NOTICE IS REQUIRED BY LAW.			1	0	1	\$50.00	\$50.00
Federal Excise Tax	Federal Excise Tax on GVW of 26,000 Rate is 12% of Gross Price			1	0	1	\$4,604.40	\$4,604.40
			2.35%				less: \$111.00	
Total Qty Ordered:				3	0	3		

Percent Unfilled: 100

Subtotal: \$43,024.4
Exempt 0 % Tax + \$0.0
TOTAL \$43,024.4
Deposit Balance: \$0.0
Balance Due: \$43,024.4

Thank you for your order!

We accept cash, check, visa or mastercard. There is a 3% convenience charge on all credit card purchase over \$1000.00. No deposit refunds. In stock units and products must be paid in full 2 weeks after the deposit and must be paid in full before leaving the property.



Let's Cross Paths

City of Sedalia

200 S. Osage

Sedalia, MO 65301

(660) 827-3000 www.sedalia.com

To: Matthew Wirt, Interim City Administrator
From: Elizabeth Nations, Chief Office Administrator
Subject: IFB 2025-010 Wayfinding Signs Bid Rejection

The Public Works Department sought bids from qualified vendors for the fabrication and possible installation of wayfinding signage and the bids were due April 3, 2025. Two bids were received from County Distributing Co., Inc, dba, Express Banners & Graphics of Sedalia, MO and Kendall Industries of St. Louis, MO. However, upon inspection of the bid documents it was discovered one bidder did not acknowledge the addendums, both bidders did not use the correct bid forms, and neither bidder signed and dated the IFB signature page. Public Works recommends rejecting the bids.

This project was being funded through a grant from the Missouri Division of Tourism with a completion date of June 30, 2025. After consultation with the granting agency and the Sedalia Convention & Visitors Bureau, staff has determined that there is not enough time to rebid the project within the current grant timeline. Due to this constraint, the City has been advised that it may withdraw the current grant application and reapply for the FY26 grant cycle.

Reapplying for FY26 will provide the City with a full grant period, from July 1, 2025, through June 30, 2026, allowing ample time to complete the rebidding process and ensure the project is successfully executed. This approach will better position the City to meet grant requirements and complete the project efficiently.

BID TABULATION

Wayfinding Signage April 3, 2025 11:00 a.m. Council Chambers

Alternate 1	Kendall Industries Attn: Mark Vickroy 5100 Bulwer Ave. St. Louis, Mo 63110	County Distributing dba Express Banners & Graphics Attn: Tami Hesselstine 1800 Eagleview Dr. Sedalia, Mo 65301
Wayfinding Signage	Quantity Purchased 1 to 10 11 to 20 21 to 30 31 to 40 41 to 50	Price per pole - City ROW No Bid No Bid No Bid No Bid No Bid
TOTAL Base Bid	No Bid	No Bid
Alternate 2	Kendall Industries Attn: Mark Vickroy 5100 Bulwer Ave. St. Louis, Mo 63110	County Distributing dba Express Banners & Graphics Attn: Tami Hesselstine 1800 Eagleview Dr. Sedalia, Mo 65301
Wayfinding Signage - Option 1: Signs to be 2-sided, made from .125" (1/8") Dibond, with digitally printed micro-bead glass reflective surface vinyl. Entire sign reflective. Price includes FOB 1 shipment of 28 units	Quantity Purchased 1 to 10 11 to 20 21 to 30 31 to 40 41 to 50	Price per pole - City ROW No Bid No Bid No Bid No Bid No Bid
Wayfinding Signage - Option 2: Signs to be 2-sided, made from .125" (1/8") solid aluminum, produced as painted Blue Reflective micro-bead white vinyl lettering/arrows, vinyl outline, lettering and arrows only are reflective Price includes FOB 1 shipment of 28 units.	Quantity Purchased 1 to 10 11 to 20 21 to 30 31 to 40 41 to 50	Price per pole - City ROW No Bid No Bid No Bid No Bid No Bid
TOTAL Base Bid	No Bid	No Bid

Alternate 3	Kendall Industries Attn: Mark Vickroy 5100 Bulwer Ave. St. Louis, Mo 63110	County Distributing dba Express Banners & Graphics Attn: Tami Hesselstine 1800 Eagleview Dr. Sedalia, Mo 65301		
	Part	Price Per Part	Price Per Part	Total
12 Ft. Pole of 4" pipe smooth black powder coat		\$200.33		\$5,609.24
4" 12' smooth aluminum sign pole with black finish			\$175.00 (34 parts)	\$5,950.00
V-loc reusable breakaway anchor for existing concrete			\$143.00 (25 parts)	\$3,575.00
Mini Americana Base for 4" diameter pole 10" tall black finish			\$106.00 (34 parts)	\$3,604.00
4" round base black powder coat		\$285.53	\$7,994.84	
4" globe final with black finish			\$46.00 (34 parts)	\$1,564.00
4" round globe top black powder coat		\$64.73	\$1,812.44	
Hatteras scroll bracket arm black finish inc stainless hardware			\$163.00 (34 parts)	\$5,542.00
24"x34" signs made from .125" Max Metal custom printed double sided faces with high intensity prismatic reflective sheeting			\$206.00 (34 parts)	\$7,004.00
Top sign 24" cantilever wing bracket blk powder coated 8"x24"x1/4"		\$45.29	\$1,268.12	
24"x6" classic blade trim with black finish-estimate 3/pole			\$117.00 (102 parts)	\$11,934.00
24"x6" street blades .063" alum. w/double side faces-Ext 3/pole			\$54.00 (102 parts)	\$5,508.00
*Bottom signs #4 wing brackets black powder coat - Style A		\$64.49		
*Bottom signs #4 wing brackets black powder coat - Style B		\$24.21		
*Note: Both styles include 84 Brackets				
Corresponding industry standard vinyl coating		Included with signs		
Additional pieces for MoDOT right of way requirements.		\$52.31	\$1,464.68	
Shipping & Handling				
TOTAL Alternate Bid with Style A brackets			\$23,566.48	
TOTAL Alternate Bid with Style B brackets			\$20,182.96	
TOTAL Parts + Shipping & Handling				
**Total includes FOB for 28 signs specified in City & MoDOT r-o-w				
Addendum No. 1 & 2		No	Yes	Yes
E-Verify		Yes	Yes	Yes
Anti-Collusion		No	No	No
Bid Bond		No	No	No

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN INFRASTRUCTURE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND HOLLAND HOLDING COMPANY, LLC, A MISSOURI LIMITED LIABILITY COMPANY.

WHEREAS, the City of Sedalia, Missouri has received a proposal to enter into an infrastructure development agreement with Holland Holding Company, LLC, a Missouri Limited Liability Company, as more fully described in the proposed agreement attached to this Ordinance and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby authorizes the infrastructure development agreement by and between the City of Sedalia, Missouri and Holland Holding Company, LLC, a Missouri Limited Liability Company, as the agreement has been proposed.

Section 2. The Mayor or City Administrator are hereby authorized and directed to execute and the City Clerk is hereby authorized and directed to attest and fix the seal of the City of Sedalia, Missouri, on the 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 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 21st day of April, 2025.

Presiding Officer of the Council

Approved by the Mayor of said City this 21st day of April, 2025.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

INFRASTRUCTURE DEVELOPMENT AGREEMENT

BETWEEN

CITY OF SEDALIA, MISSOURI AND

HOLLAND HOLDING COMPANY LLC

I.	Construction of Infrastructure Improvements	3
II.	Reimbursement to Developer from City for Infrastructure Improvements	4
III.	Contingency	6
IV.	Default	7
V.	City's Protections	8
VI.	Miscellaneous	10
VII.	Assignment	12
VIII.	Termination	12
IX.	Revival	12
X.	Notice	12

Exhibit A	Property
Exhibit B	Site Plan
Exhibit C	Developer Project Schedule
Exhibit D	Estimated Construction Costs - Improvements Plan
Exhibit E	Estimated Amortization Schedule

INFRASTRUCTURE DEVELOPMENT AGREEMENT

This Infrastructure Development Agreement ("Agreement") is entered into by and between the City of Sedalia, a third class city organized and existing under the laws of the State of Missouri ("City") and Holland Holding Company, LLC, a Missouri Limited Liability Company ("Developer") on this ____ day of _____, 2025.

Recitals

- A. Developer has authority to act on behalf of the owner of real estate located at 521 East 3rd Street, Sedalia, Missouri ("Property") that is currently located in the City of Sedalia, Pettis County, Missouri, pictured on Exhibit "A" and depicted on Exhibit "B" ("Site Plan").
- B. City purchased approximately thirty-two acres of distressed property from the rail road with the specific purpose to section off portions and attract private investment to redevelop such property. Developer purchased approximately twelve acres of the northern part of this site. Subsequently Developer sold ten acres to Boys and Girls Club of West Central Missouri and continues to be engaged as a contractor to develop a facility to house their operations. On the remaining two plus acres, Developer is currently constructing a facility and will serve as landlord for another non-profit service agency, along with plans to construct residential apartments. For ease of reference in this Agreement collectively these projects, generally in accordance with the Site Plan, will be referred to as the "Developer Project".
- C. The City street of South Mill Street along the western edge of the Site Plan has not been maintained well and has had severe drainage issues for quite some time. The lack of improvements in the area, resulting in limited public use, has left this street as a lower priority and thereby did not compete well with other projects for City funding. With this new development in the area, improvements are desirable and needed to adequately serve what will be increased usage of the City street. Likewise improving the storm water drainage is necessary to prevent issues with the new facilities being developed. Further the development increases the desirability to include sidewalk and decorative street lighting along the Southern and Western edges of the project to resemble and tie together the streetscape design in the downtown area to the west and the Katy Depot to the south of the project.
- D. City does not currently have existing revenue available to fully fund the street and storm water improvements at this time.
- E. City has found that the Developer Project will promote the general health, safety and welfare of City residents and will also benefit City's overall economic

development and quality of life by providing jobs, social services, housing, and increasing its tax base.

- F. In order to address the storm water, street, sidewalk, and street lighting for development of the Property, City and Developer have agreed for Developer to construct certain improvements (the "Infrastructure Improvements") on the Property and adjacent City property. Such Infrastructure Improvements will aid in development of the Developer Project and such Infrastructure Improvements are hereby deemed by the City to serve a public purpose and benefit to the City and its citizens.
- G. City and Developer desire to enter into this Agreement whereby if Developer, among other things, will agree to construct the Infrastructure Improvements, then City, among other things, will agree to pay a portion of the costs for the Infrastructure Improvements as provided herein through annual appropriations.
- H. City is authorized to enter into this Agreement with Developer pursuant to the provisions of Section 70.220, RSMo.

NOW, THEREFORE, to expand and improve the City's infrastructure to maintain and revitalize commercial and social services activity, along with quality housing, in the City by assuring opportunities for development to promote the public interest, to enhance City's tax base, and to induce Developer to currently undertake construction of the Infrastructure Improvements, and in consideration of the mutual covenants and agreement herein set forth, City and Developer do hereby covenant and agree as follows:

I. Construction of Infrastructure Improvements

In conjunction with the development of the Property, Developer will construct and initially pay for, subject to reimbursement pursuant to Section II hereof and the limitations therein, the Infrastructure Improvements. Said Infrastructure Improvements are comprised of the construction, installation, improvement and expansion of storm water, street, sidewalk and the construction and installation of street lighting infrastructure on the West and South frontage to the Property, including the dedication of easements for such infrastructure to adjacent properties as may be fully described throughout this Agreement and within the Exhibits attached hereto.

A. Standards

Developer will construct the Infrastructure Improvements in accordance with the standards and specifications of the City. None of the Developer's work described herein shall be subcontracted without written approval of the City.

B. Completion Period

Subject to Force Majeure as that term is defined herein, Developer will construct,

install, and complete work on the Infrastructure Improvements pursuant to the time frames set forth in the Developer Project Schedule in Exhibit " C" of this Agreement.

C. Inspection and Certification

City will inspect the Infrastructure Improvements during construction and upon completion, and if the Infrastructure Improvements are constructed according to City standards and specifications, City will certify ("City's Certification") the inspected Infrastructure Improvements as being in substantial compliance. Developer shall notify City Administrator when the Infrastructure Improvements have been completed and City shall conduct and complete its inspection within ten (10) business days of such notification. If City fails to either issue City's Certification or provide to the Developer City's statement that the Infrastructure Improvements are not in substantial compliance (including the reasons for such lack of compliance) within thirty (30) days of the Developer's notification of completion of the Infrastructure Improvements, it shall be deemed that City has found the Infrastructure Improvements to be in substantial compliance.

D. Notice of Defect

City will provide timely notice to Developer whenever an inspection reveals that the Infrastructure Improvements do not conform to the City's standards and/or City approved plans and specifications or are otherwise defective. Developer will have thirty (30) days from the issuance of such notice to substantially cure any defect.

E. Dedication

Developer will dedicate to City the Infrastructure Improvements, as applicable, within 45 days after Developer has received City's Certification or deemed certification pursuant to I-C above.

II. Reimbursement to Developer from City for Infrastructure Improvements

City will reimburse Developer for the costs of constructing the Infrastructure Improvements in the amount of the Certified Costs, together with interest thereon, in accordance with the terms of this Agreement.

A. Cost of Infrastructure Improvements

"Cost of Infrastructure Improvements" means the actual cost of the Infrastructure Improvements built by Developer with funds expended by Developer as estimated on Exhibit "D" ("Estimated Construction Costs - Improvements Plan") which costs are estimates only and will be certified by City as provided for in Section II-B hereunder and not modified thereafter except for good cause shown.

Costs of Infrastructure Improvements shall include costs of labor at the prevailing

wage pursuant to 290.210, RSMo., et seq. It is agreed that all labor utilized in the installation of the Infrastructure Improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. The Developer will forfeit the penalty to the City of Sedalia of \$100 per day (or portion of a day) if a worker is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor. It is the responsibility of Developer to maintain these records and provide them to the City upon request. Failure to do so shall be considered a default of this Agreement.

B. Certification of Cost of Infrastructure Improvements

Upon receipt of City's Certification, Developer will submit a certification of the actual costs and application for payment to the City Administrator, along with supporting documentation including but not limited to, invoices, cancelled checks, receipts, lien waivers, and other documentation as the City may request, for the City to review. The City Administrator shall determine whether the costs submitted are for eligible Infrastructure Improvements within ten (10) business days of the date of submittal by the Developer ("Certified Costs"). If the City Administrator determines that such costs are not for an eligible Infrastructure Improvement under this Agreement, the City Administrator shall notify the Developer of such determination in writing. The Developer may appeal such denial to the City Council by filing with the City Clerk, within ten (10) business days of the receipt of the written denial, a written request to be heard by the City Council. The City Council shall determine any such request in its sole discretion.

C. Payment Infrastructure Costs

Subject to the provisions of this Agreement, City agrees to reimburse Developer for the Certified Costs amortized over a ten (10) year period in one hundred and twenty (120) monthly installments together with interest at an annual percentage rate of four and one half percent (4.5%). The Estimated Amortization Schedule as shown in Exhibit E will be updated with the actual principal amount of Certified Costs and the date of certification and acceptance of the Infrastructure Improvements after the Infrastructure Improvements have been accepted by the City. The date of certification and acceptance shall be the beginning date of the amortization schedule and accrual of interest, with monthly payments beginning one month from such date. Payments by the City will be applied first to interest on the unreimbursed balance of the Certified Cost of Infrastructure Improvements and then to the Certified Costs of Infrastructure Improvements.

D. Maximum Obligation of City

Any other provision of this Agreement notwithstanding, the maximum aggregate amount to be paid by the City or accrued to the benefit of the Developer for the reimbursement of the Infrastructure Improvements shall not exceed \$525,000 plus

interest calculated with a net present value at the agreed upon interest rate of 4.5% pursuant to the terms of this Agreement.

E. Cooperation

- A. Developer and City will cooperate in scheduling the Infrastructure Improvements and related improvements to be completed by the City. City shall provide or cause to be provided the materials, supplies, and labor to apply the surface to Mill Street. Developer shall provide a detailed construction schedule for the grading, base application, storm water structures, and curbs as soon as feasible, but no later than sixty (60) days after execution of this Agreement, to the City Public Works Operations Director and provide updates as necessary for any changes in such schedule. Such detailed construction schedule shall supplement Exhibit C. City shall provide the decorative street lights, which Developer shall install. City shall keep Developer informed on lead times and delivery schedules of such lights.

F. No Debt

City's obligation hereunder shall not in any way be construed to be a debt of City in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by City. The obligations of City to make Payments hereunder constitute a current expense of City, are subject to annual appropriation by the City Council, and do not constitute a mandatory payment obligation of City in any fiscal year beyond City's then current fiscal year. The City Council may elect to not appropriate funds to fulfill this Agreement and such election of non-appropriation ("Event of Non-Appropriation") shall not be construed as an Event of Default.

If no funds are appropriated even though legally available to make the required payments during the next occurring fiscal year (an "Event of Non-Appropriation"), City will notify Moody's and Standard & Poor's rating agencies within thirty 30 days after such Event that it has failed to appropriate.

III. Contingency

- A. Developer's obligations under this Agreement are contingent upon the following items. A waiver of part or all of one or more of these contingencies shall not act as a waiver of the remainder of any other contingency or contingencies.

1. Building Permits

Building permit approval and issuance for the Infrastructure Improvements as depicted on the Site Plan shall not be unreasonably withheld, conditioned, or delayed and for the fee for any necessary building permit shall be waived.

2. Sales Tax Exemption

The parties agree that in the construction of the Infrastructure Improvements, the Developer may request from the City a sales tax exemption certificate for the purchase of materials for the construction of the Infrastructure Improvements. At either City's or Developer's discretion, either City or Developer may elect to construct the Infrastructure Improvements without a sales tax exemption certificate being applied to the materials purchased for the construction of the Infrastructure Improvements.

B. City's obligations under this Agreement are contingent upon the following items. A waiver of part or all of one or more of these contingencies shall not act as a waiver of the remainder of any other contingency or contingencies.

1. Construction To City Standards

Infrastructure shall be built to standards prescribed by City for similar infrastructure. City shall approve plans prior to construction to ensure the Infrastructure Improvements will be constructed in compliance with such standards and the City shall have reasonable inspection rights to ensure actual construction meets these plans and thereby City prescribed standards.

2. Minimized Disruption

Construction shall be scheduled and controlled so as to not disrupt traffic in the area any more than necessary. City and Developer shall coordinate with contractors to schedule street closures as necessary for construction.

IV. Default

A. Event of Default

Subject to Force Majeure and any applicable cure periods, failure to commence and complete construction of the Infrastructure Improvements according to the Developer Project Schedule in accordance with the terms of this Agreement will constitute a default by Developer. Upon Developer's default as provided herein, Developer shall dedicate to City the Infrastructure Improvements and shall provide to the City an easement to enter the Property for the purposes of constructing, maintaining, and repairing such Infrastructure Improvements as provided in IV-C below.

B. Cure

Neither party may declare a default until written notice has been given to the defaulting party and the defaulting party has not cured such default within thirty (30) days after the giving of such notice. If the defaulting party is diligently pursuing a cure

they may, before the expiration of the cure period, request a reasonable amount of time to extend the cure period. Such request shall detail the reasons the extension of time is needed to the satisfaction of the other party and any foreseeable factors or contingencies that may cause further delays. Approval of such extended cure time shall not be unreasonably withheld.

C. City's Rights Upon Default

City has the right to complete any Infrastructure Improvements or contract with a third party for completion in the event of default by Developer. Developer hereby grants to City, its successors, assigns, agents, contractors, and employees a nonexclusive right and easement to enter the Property for the purposes of constructing, maintaining, and repairing such Infrastructure Improvements in the event of default by Developer.

D. Force Majeure

The term "Force Majeure" means acts not reasonably within the control of Developer that cause delays, including without limitation, acts of God, inclement weather, strikes, inability to procure, or a general shortage of labor, equipment, facilities or supplies, lockouts, acts of labor unions, condemnation, court orders, laws or orders of governmental or military authorities.

E. Jurisdiction and Venue

Jurisdiction and venue for any civil action commenced by either party to this Agreement shall be in the Circuit Court of Pettis County, Missouri. Developer and City expressly waive their rights to bring such action in or to remove such action to any other court, whether state or federal.

F. Missouri Law

This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.

V. City's Protections

A. Immunity

Nothing contained in this Agreement constitutes a waiver of City's sovereign immunity or any other immunity or defense available to the City and/or its elected or appointed officials, employees, agents, or consultants under any applicable law.

B. Indemnification

Developer hereby expressly agrees to indemnify and hold City, its elected and appointed officials, employees, agents, and consultants harmless from and against all

negligence of Developer for injury or damage received or sustained by any person or entity in connection with or on account of the performance of work at the Property and on the Infrastructure Improvements pursuant to this Agreement. Developer further agrees to aid and defend City and may intervene in Developer's own right if City is named as a defendant in an action alleging the negligent performance of work pursuant to this Agreement, except where such suit is brought by Developer. Nothing in this paragraph or Agreement shall create liability of City to third parties if such liability did not or does not exist absent this Agreement.

C. Security for City

Developer shall warrant the Developer's construction of the Infrastructure Improvements against defects in material and workmanship for a period of one year from the date of City's Certification of each portion of the Infrastructure Improvements.

All contracts let by Developer for construction of the Infrastructure Improvements shall contain a clause requiring each contractor doing work on the Infrastructure Improvements to warrant the contractor's work against defects in material and workmanship for a period of one year from the date of City's Certification of each portion of the Infrastructure Improvements.

D. Payment Bond

Pursuant to 107.170, RSMo., Developer shall furnish a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City. Each bond shall be in the total amount of the Infrastructure Improvements, conditioned upon the payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the surety bond(s) hereto attached for its payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, Developer shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to Developer shall be deemed to be due under this Agreement until such new or additional security for the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.

E. OSHA Safety Training.

The Developer is informed that this project is subject to the requirements of section 292.675, of the Missouri Revised Statutes, which requires all contractors or subcontractors doing work on the project to provide, and require its on site employees to complete, a ten (10) hour course in construction safety and health approved by the

Occupational Safety and Health Administration (“OSHA”) or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed sixty (60) days prior to the date work on the project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation. Contractors and subcontractors in violation of this provision will forfeit to the public body Two Thousand Five Hundred Dollars (\$2500.00) plus One Hundred Dollars (\$100.00) a day for each employee who is employed without training.

- i. In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of sections 292.675, of the Missouri Revised Statutes, has occurred and that a penalty as described in this Section will be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to the Developer under the Agreement.
- ii. Developer and subcontractors performing the work described herein are required and shall comply with all applicable Occupational Safety and Health Administration (OSHA). All contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

F. Missouri Immigration Law Affidavit.

Pursuant to 285.530, RSMo., the Developer shall affirm by sworn affidavit and provision of documentation that Developer has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, Developer will provide a signed affidavit and documentation supporting the affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the work performed pursuant to this Agreement and that it has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.

G. Anti-Discrimination Against Israel.

Pursuant to 34.600, RSMo., Developer hereby certifies that is not currently engaged in and shall not, for the duration of the Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

VI. Miscellaneous

A. Waiver

No waiver of any provision of this Agreement will be deemed to constitute a waiver of any other provision, nor constitute a continuing waiver unless expressly provided for

by a written amendment to this Agreement signed by both City and Developer, nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. City's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by Developer or the acceptance of any Infrastructure Improvements.

B. Amendment or Modification

The parties to this Agreement may amend or modify this Agreement only by written instrument duly executed by the parties hereto.

C. Scope of Agreement

This Agreement constitutes the entire agreement between the parties, and no statements, promises, or inducements that are not contained in this Agreement will be binding on the parties. Any reference to an Exhibit in this Agreement shall mean an Exhibit which is attached to this Agreement and incorporated in this Agreement by reference.

D. Severability

If any part, term, or provision of this Agreement is held by a court to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.

E. No Third Party Rights

No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement, unless through Assignment as provided in Section VII of this Agreement.

F. Recordation

A copy of this Agreement, or a Memorandum thereof may be recorded in Pettis County, Missouri by the Developer.

G. Compliance with Law

Developer must comply with all relevant laws, ordinances and regulations in effect at the time when fulfilling its obligations under this Agreement.

H. Effective Date

The effective date of this Agreement will be the date City executes this Agreement.

VII. Assignment

Prior to completion of the Developer Project and the Infrastructure Improvements, the benefits of this Agreement to Developer are personal and may not be assigned without City's express written approval, which shall not be unreasonably withheld, but any unapproved assignment shall be void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of Developer and are binding on the successors and assigns of Developer. After completion of the Developer Project and the Infrastructure Improvements, this Agreement may be assigned by Developer to an entity affiliated with Developer or an entity controlling or controlled by Developer or under common control with Developer, or a third party, with the City's express written approval.

VIII. Termination

This Agreement shall terminate upon the earliest day of any of the following events:

- i. the occurrence of an event of default during the Developer Project Schedule and the expiration of all applicable cure periods; or
- ii. the end of the current City fiscal year in which there occurs an Event of Non-Appropriation; or
- iii. the reimbursement by City to Developer of all sums required by this Agreement.

IX. Revival

City may revive this Agreement after any termination resulting from an Event of Non-Appropriation by action of the City Council that (1) states City's intent to again be bound by this Agreement and (2) makes an appropriation with respect to this Agreement.

X. Notice

All notices, requests, demands or other communications ("Notices") hereunder shall be in writing and given by national overnight courier (e.g., Fed Ex, UPS Overnight, Airborne) and shall be effective as of the date of delivery to the intended recipient as shown on the courier's records; delivery shall be deemed to have been made if the courier was not able to deliver due to change of address for which no Notice was given. If a date by which Notice must be given falls on a Saturday, Sunday or legal holiday in the state where the Property is located, Notice shall be due the next following business day, notwithstanding that the courier may make weekend deliveries. Notices (and copies as shown) shall be addressed as shown below or to such other address as may be specified from time to time in writing by either party (telephone and Fax numbers are shown for convenience only and do not modify the foregoing notice provisions):

If to City: City Administrator

City of Sedalia
200 South Osage
Sedalia, MO 65301
Telephone 660-827-3000

If to Developer: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective corporate names by their duly authorized officials and officers in duplicate.

[Remainder of Page Left Intentionally Blank – Signature Pages to Follow]

Separate signature page for City

CITY:

CITY OF SEDALIA, MISSOURI

By:

Printed name: Andrew Dawson, Mayor

Date signed: _____

ATTEST:

Jason Meyers, City Clerk

(SEAL)

STATE OF MISSOURI)
) SS
COUNTY OF PETTIS)

On this _____ day of _____ 2025, before me personally Andrew Dawson, known to me to be the person whose name is subscribed to the foregoing instrument and known by me to be an authorized signatory for City of Sedalia, a Missouri municipal corporation, the entity in and which executed the foregoing instrument, and acknowledged to me that: the instrument was executed for the purposes and consideration therein expressed as the act of the municipal corporation, the seal was affixed, and the instrument was signed by the authorized signatory, all by order of the City Council of said municipal corporation.

Notary Public

My Commission expires: _____
(SEAL)

Separate signature page for DEVELOPER

DEVELOPER:

HOLLAND HOLDING COMPANY, LLC

By:

Printed name: _____, _____

Date signed: _____

STATE OF MISSOURI)
) SS
COUNTY OF _____)

On this ____ day of _____, 2025, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the Authorized Representative of Holland Holding Company, LLC, a Missouri Limited Liability Company, and that said instrument was signed on behalf of said Company, and said Company acknowledged said instrument to be the free act and deed of Holland Holding Company, LLC.

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

Notary Public

My Commission expires: _____
(SEAL)

Exhibit "A"



Exhibit B

Site Plan

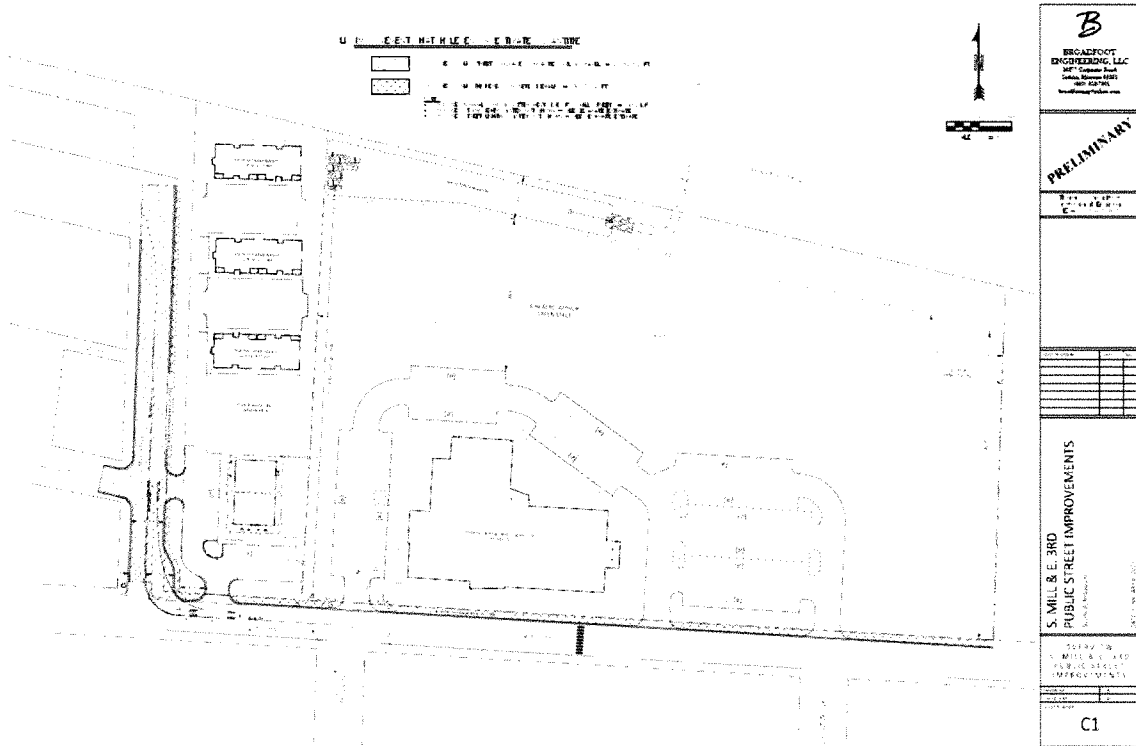


Exhibit “C”

Developer Project Schedule

	<u>Commence</u>	<u>Completion</u>
Construction (including demolition)	5/15/2025	5/15/2026

Exhibit “ D”

Estimated Construction Costs – Improvements Plan Scope

Engineering and Design	\$ 29,000
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Other Soft Costs (Fees & Bonds)

Demolition, Grading, & Construction:

[Please enter details of scope and costs]

Demolition, Grading, & Construction Total	<u>\$ 451,000</u>
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Total Estimated Reimbursable Cost of Infrastructure Improvements	\$ 480,000
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Items To Be Provided Directly By City:

Paving of Mill Street (Materials & Labor)

Up To 15 (per final design) Decorative Street Lights (Materials Only)

Exhibit "E"

Estimated Amortization Schedule

APR 4.50%
Term 120
Principal 480,000
Payment 4,974.64

Date	Payment	Principal	Interest	Balance
4/1/2026				480,000.00
5/1/2026	4,974.64	3,174.64	1,800.00	476,825.36
6/1/2026	4,974.64	3,186.54	1,788.10	473,638.82
7/1/2026	4,974.64	3,198.49	1,776.15	470,440.32
8/1/2026	4,974.64	3,210.49	1,764.15	467,229.83
9/1/2026	4,974.64	3,222.53	1,752.11	464,007.30
10/1/2026	4,974.64	3,234.61	1,740.03	460,772.69
11/1/2026	4,974.64	3,246.74	1,727.90	457,525.95
12/1/2026	4,974.64	3,258.92	1,715.72	454,267.03
1/1/2027	4,974.64	3,271.14	1,703.50	450,995.89
2/1/2027	4,974.64	3,283.41	1,691.23	447,712.49
3/1/2027	4,974.64	3,295.72	1,678.92	444,416.77
4/1/2027	4,974.64	3,308.08	1,666.56	441,108.69
5/1/2027	4,974.64	3,320.48	1,654.16	437,788.21
6/1/2027	4,974.64	3,332.93	1,641.71	434,455.28
7/1/2027	4,974.64	3,345.43	1,629.21	431,109.84
8/1/2027	4,974.64	3,357.98	1,616.66	427,751.86
9/1/2027	4,974.64	3,370.57	1,604.07	424,381.29
10/1/2027	4,974.64	3,383.21	1,591.43	420,998.08
11/1/2027	4,974.64	3,395.90	1,578.74	417,602.19
12/1/2027	4,974.64	3,408.63	1,566.01	414,193.55
1/1/2028	4,974.64	3,421.41	1,553.23	410,772.14
2/1/2028	4,974.64	3,434.24	1,540.40	407,337.90
3/1/2028	4,974.64	3,447.12	1,527.52	403,890.77
4/1/2028	4,974.64	3,460.05	1,514.59	400,430.72
5/1/2028	4,974.64	3,473.02	1,501.62	396,957.70
6/1/2028	4,974.64	3,486.05	1,488.59	393,471.65
7/1/2028	4,974.64	3,499.12	1,475.52	389,972.53
8/1/2028	4,974.64	3,512.24	1,462.40	386,460.29
9/1/2028	4,974.64	3,525.41	1,449.23	382,934.87
10/1/2028	4,974.64	3,538.63	1,436.01	379,396.24
11/1/2028	4,974.64	3,551.90	1,422.74	375,844.33
12/1/2028	4,974.64	3,565.22	1,409.42	372,279.11
1/1/2029	4,974.64	3,578.59	1,396.05	368,700.52
2/1/2029	4,974.64	3,592.01	1,382.63	365,108.50
3/1/2029	4,974.64	3,605.48	1,369.18	361,503.02
4/1/2029	4,974.64	3,619.00	1,355.64	357,884.02
5/1/2029	4,974.64	3,632.57	1,342.07	354,251.44
6/1/2029	4,974.64	3,646.20	1,328.44	350,605.24
7/1/2029	4,974.64	3,659.87	1,314.77	346,945.37
8/1/2029	4,974.64	3,673.59	1,301.05	343,271.78
9/1/2029	4,974.64	3,687.37	1,287.27	339,584.41
10/1/2029	4,974.64	3,701.20	1,273.44	335,883.21
11/1/2029	4,974.64	3,715.08	1,259.58	332,168.13
12/1/2029	4,974.64	3,729.01	1,245.63	328,439.12
1/1/2030	4,974.64	3,742.99	1,231.65	324,696.13
2/1/2030	4,974.64	3,757.03	1,217.61	320,939.10
3/1/2030	4,974.64	3,771.12	1,203.52	317,167.96
4/1/2030	4,974.64	3,785.26	1,189.38	313,382.72
5/1/2030	4,974.64	3,799.45	1,175.19	309,583.27
6/1/2030	4,974.64	3,813.70	1,160.94	305,769.56
7/1/2030	4,974.64	3,828.00	1,146.64	301,941.56
8/1/2030	4,974.64	3,842.36	1,132.28	298,099.20
9/1/2030	4,974.64	3,856.77	1,117.87	294,242.43
10/1/2030	4,974.64	3,871.23	1,103.41	290,371.20
11/1/2030	4,974.64	3,885.75	1,088.89	286,485.45
12/1/2030	4,974.64	3,900.32	1,074.32	282,585.13
1/1/2031	4,974.64	3,914.95	1,059.69	278,670.19
2/1/2031	4,974.64	3,929.63	1,045.01	274,740.56
3/1/2031	4,974.64	3,944.36	1,030.28	270,796.20
4/1/2031	4,974.64	3,959.15	1,015.49	266,837.04
5/1/2031	4,974.64	3,974.00	1,000.64	262,863.04
6/1/2031	4,974.64	3,988.90	985.74	258,874.14
7/1/2031	4,974.64	4,003.86	970.78	254,870.28
8/1/2031	4,974.64	4,018.88	955.76	250,851.40
9/1/2031	4,974.64	4,033.95	940.69	246,817.45
10/1/2031	4,974.64	4,049.07	925.57	242,768.38
11/1/2031	4,974.64	4,064.26	910.38	238,704.12
12/1/2031	4,974.64	4,079.50	895.14	234,624.62
1/1/2032	4,974.64	4,094.80	879.84	230,529.82
2/1/2032	4,974.64	4,110.15	864.49	226,419.67
3/1/2032	4,974.64	4,125.57	849.07	222,294.10
4/1/2032	4,974.64	4,141.04	833.60	218,153.07
5/1/2032	4,974.64	4,156.57	818.07	213,996.50
6/1/2032	4,974.64	4,172.15	802.49	209,824.35
7/1/2032	4,974.64	4,187.80	786.84	205,636.55
8/1/2032	4,974.64	4,203.50	771.14	201,433.05
9/1/2032	4,974.64	4,219.27	755.37	197,213.78
10/1/2032	4,974.64	4,235.09	739.55	192,978.69
11/1/2032	4,974.64	4,250.97	723.87	188,727.72
12/1/2032	4,974.64	4,266.91	707.73	184,460.81
1/1/2033	4,974.64	4,282.91	691.73	180,177.90
2/1/2033	4,974.64	4,298.97	675.67	175,878.93
3/1/2033	4,974.64	4,315.09	659.55	171,563.83
4/1/2033	4,974.64	4,331.28	643.38	167,232.56
5/1/2033	4,974.64	4,347.52	627.12	162,885.04
6/1/2033	4,974.64	4,363.82	610.82	158,521.22
7/1/2033	4,974.64	4,380.19	594.45	154,141.03
8/1/2033	4,974.64	4,396.61	578.03	149,744.42
9/1/2033	4,974.64	4,413.10	561.54	145,331.32
10/1/2033	4,974.64	4,429.65	544.99	140,901.68
11/1/2033	4,974.64	4,446.26	528.38	136,455.42
12/1/2033	4,974.64	4,462.93	511.71	131,992.48
1/1/2034	4,974.64	4,479.67	494.97	127,512.82
2/1/2034	4,974.64	4,496.47	478.17	123,016.35
3/1/2034	4,974.64	4,513.33	461.31	118,503.02
4/1/2034	4,974.64	4,530.25	444.39	113,972.77
5/1/2034	4,974.64	4,547.24	427.40	109,425.52
6/1/2034	4,974.64	4,564.29	410.35	104,861.23
7/1/2034	4,974.64	4,581.41	393.23	100,276.82
8/1/2034	4,974.64	4,598.59	376.05	95,681.23
9/1/2034	4,974.64	4,615.84	358.80	91,065.39
10/1/2034	4,974.64	4,633.14	341.50	86,432.25
11/1/2034	4,974.64	4,650.52	324.12	81,781.73
12/1/2034	4,974.64	4,667.90	306.68	77,113.77
1/1/2035	4,974.64	4,685.46	289.18	72,426.31
2/1/2035	4,974.64	4,703.03	271.61	67,725.27
3/1/2035	4,974.64	4,720.67	253.97	63,004.60
4/1/2035	4,974.64	4,738.37	236.27	58,266.23
5/1/2035	4,974.64	4,756.14	218.50	53,510.09
6/1/2035	4,974.64	4,773.98	200.66	48,736.11
7/1/2035	4,974.64	4,791.98	182.76	43,944.23
8/1/2035	4,974.64	4,809.85	164.79	39,134.38
9/1/2035	4,974.64	4,827.89	146.75	34,306.50
10/1/2035	4,974.64	4,845.99	128.65	29,460.51
11/1/2035	4,974.64	4,864.16	110.48	24,596.34
12/1/2035	4,974.64	4,882.40	92.24	19,713.94
1/1/2036	4,974.64	4,900.71	73.93	14,813.23
2/1/2036	4,974.64	4,919.09	55.55	9,894.14
3/1/2036	4,974.64	4,937.54	37.10	4,956.60
4/1/2036	4,974.64	4,956.00	18.59	-
Totals	595,957.35	480,000.00	116,957.35	

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A QUIT CLAIM DEED FOR THE SALE OF PROPERTY
COMMONLY KNOWN AS _____ FROM THE CITY OF SEDALIA, MISSOURI TO
_____.**

WHEREAS, The City of Sedalia, Missouri has received a proposal from _____ to purchase property commonly known as _____ for the sum and amount of _____ as contained in the real estate sale agreement and quit claim deed attached hereto and incorporated by reference.

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

Section 1. The Council of the City of Sedalia, Missouri approves and accepts the terms as contained in the real estate sale agreement in substantially the same form and content as proposed.

Section 2. The Council of the City of Sedalia, Missouri, hereby approves the giving of a quit claim deed by the City of Sedalia, Missouri to _____ for the conveyance of property commonly known as _____ in substantially the same form and content as proposed.

Section 3. The Mayor or City Administrator are authorized to accept said contract, sign said contract and deed and execute any and all closing documents on behalf of the City of Sedalia, Missouri and the City Clerk is hereby authorized and directed to file in his office the said contract and deed after recording said deed 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 21st day of April, 2025.

Presiding Officer of the Council

Approved by the Mayor of said City this 21st day of April, 2025.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND _____.

WHEREAS, the City of Sedalia, Missouri has received a proposal to enter into an amendment to real estate purchase and sale agreement with _____ 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 authorizes the amendment to real estate purchase and sale agreement by and between the City of Sedalia, Missouri and _____ as the amendment has been proposed.

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

Section 3. The City Clerk is hereby directed to file in his office a 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 prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 21st day of April, 2025.

Presiding Officer of the Council

Approved by the Mayor of said City this 21st day of April, 2025.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A TEMPORARY CONSTRUCTION EASEMENT ON PROPERTY LOCATED AT _____ TO _____, FOR CONSTRUCTION OF A BUILDING AND RELATED IMPROVEMENTS.

WHEREAS, the City of Sedalia, Missouri, hereby grants a temporary construction easement to _____ for construction of a building and related improvements on property located at _____ as more fully described in the proposed easement attached to this Ordinance and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri hereby authorizes a temporary construction easement to _____ in substantively the same form and content as proposed

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

Section 3. The City Clerk is hereby directed to file in his office a duplicate or copy of the easement 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 21st day of April, 2025.

Presiding Officer of the Council

Approved by the Mayor of said City this 21st day of April, 2025.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A STORM SEWER EASEMENT AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND _____ ON PROPERTY LOCATED AT _____.

WHEREAS, the City of Sedalia, Missouri, hereby grants a storm sewer easement to _____ on property located at _____ as more fully described in the proposed easement attached to this Ordinance and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri hereby authorizes a storm sewer easement to _____ in substantively the same form and content as proposed

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

Section 3. The City Clerk is hereby directed to file in his office a duplicate or copy of the easement after it has been executed by the parties or their duly authorized representatives and after recording said easement 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 21st day of April, 2025.

Presiding Officer of the Council

Approved by the Mayor of said City this 21st day of April, 2025.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A STORM SEWER EASEMENT AGREEMENT BY AND BETWEEN _____ AND THE CITY OF SEDALIA, MISSOURI ON PROPERTY LOCATED AT _____.

WHEREAS, _____ desires to grant the City of Sedalia, Missouri, a storm sewer easement on property located at _____ as more fully described in the proposed easement attached to this Ordinance and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri hereby approves and accepts a storm sewer easement from _____ in substantively the same form and content as proposed

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

Section 3. The City Clerk is hereby directed to file in his office a duplicate or copy of the easement after it has been executed by the parties or their duly authorized representatives and after recording said easement 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 21st day of April, 2025.

Presiding Officer of the Council

Approved by the Mayor of said City this 21st day of April, 2025.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk