



**City Council Meeting Agenda**  
**Monday, June 16, 2025 – 6:30 p.m.**  
**City Hall, 200 South Osage, Sedalia MO**

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**MAYOR: ANDREW L. DAWSON**

**MAYOR PRO-TEM: RHIANNON M. FOSTER**

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**MACRO PAVER DEMONSTRATION - 6:00 p.m.**

- A. CALL TO ORDER – Mayor Dawson – Council Chambers**
- B. LEGISLATIVE PRAYER & PLEDGE OF ALLEGIANCE**
- C. ROLL CALL**
- D. SPECIAL APPOINTMENT**
  - 1. Recommendation from Mayor Dawson regarding the appointment of new 1<sup>st</sup> Ward Councilman to fill a vacancy for Thomas Oldham's seat until the next Municipal Election.
- E. SWEARING IN OF NEW 1<sup>ST</sup> WARD CITY COUNCILMAN**
- F. ROLL CALL**
- G. SPECIAL AWARDS/SERVICE AWARDS/RETIREMENT AWARDS – None**
- I. APPROVAL OF PREVIOUS SESSION MINUTES**
  - A. Council Meeting – June 2, 2025
  - B. Work Session Meeting – June 5, 2025
- II. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES**
  - A. Acceptance of Planning and Zoning Commission minutes dated February 5, 2025
  - B. Acceptance of Traffic Advisory Commission minutes dated April 16, 2025
- III. ROLL CALL OF STANDING COMMITTEES**
  - A. **FINANCE / ADMINISTRATION** – Chairwoman Tina Boggess; Vice Chairman
    - 1. **Presentation** – Revenue Collection Trends (Jessica Pyle, Presenter)
  - B. **PUBLIC WORKS** – Chairwoman Michelle Franklin; Vice Chairwoman Tina Boggess
    - 1. Engineering services Agreement – Highway 65/32nd/Route B – Wilson & Company - \$665,292.71  
Council Discussion led by Chairwoman Franklin  
**BILL NO. 2025-103** Call for Ordinance Authorizing an Agreement for engineering services relating to the design and improvements to the intersection of South Limit Avenue/West 32<sup>nd</sup> Street/Highway B – Mayor Dawson
    - 2. Change Order #4 – Storm Drainage Improvements – S & A Equipment & Builders, LLC – Project Area #35 – Deduction of \$35,352.80  
Council Discussion led by Chairwoman Franklin  
**BILL NO. 2025-104** Call for Ordinance Authorizing Change Order number four for Storm Drainage Improvements Project Area #35 – Mayor Dawson

C. **PUBLIC SAFETY** – Chairman Lee Scribner; Vice Chairman Jack Robinson – No Report

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

1. Introduction – Downtown Specialist/Planner – Malinda Geiger

2. Annexation – Autumn Creek Development LLC

Council Discussion led by Chairwoman Foster

**BILL NO. 2025-105** Call for Ordinance of the City of Sedalia, Missouri, Approving and Annexing an unincorporated area owned by Autumn Creek Development LLC into the City of Sedalia, Missouri, adjacent and contiguous to existing corporate limits of said City – Mayor Dawson

3. Approving final plat – Autumn Creek Development, LLC

Council Discussion led by Chairwoman Foster

**BILL NO. 2025-106** Call for Ordinance Approving the preliminary and final Plat for Autumn Creek Development LLC, an Addition to the City of Sedalia, Pettis County, Missouri on Certain property located at 3503 South Limit, in the City of Sedalia, Missouri – Mayor Dawson

4. Paul Bruhn Grant – 217 West Main

Council Discussion led by Chairwoman Foster

**BILL NO. 2025-107** Call for Ordinance Authorizing a Paul Bruhn Grant Sub-recipient Grant agreement for structural repairs at 217 West Main Street – Mayor Dawson

5. Paul Bruhn Grant – 104 West Main

Council Discussion led by Chairwoman Foster

**BILL NO. 2025-108** Call for Ordinance Authorizing a Paul Bruhn Grant Sub-recipient Grant agreement for structural repairs at 104 West Main Street – Mayor Dawson

6. Rezoning Classification – R-1 Single Family Residential to R-3 Apartment House – 2609 South Grand

Council Discussion led by Chairwoman Foster

**BILL NO. 2025-109** Call for Ordinance Granting a change in zoning classification from R-1 (Single Family Residential) to R-3 (Apartment House) on certain property located at 2609 South Grand, in the City of Sedalia, Missouri, in accordance with Chapter 64, of the City Code of the City of Sedalia, Missouri – Mayor Dawson

7. Special Use Permit – Communication Tower – 314 East Saint Louis Street

Council Discussion led by Chairwoman Foster

**BILL NO. 2025-110** Call for Ordinance Granting a Special Use Permit to AT & T to construct a Communications Tower on property located at 314 East Saint Louis Street in the City of Sedalia, Missouri – Mayor Dawson

8. Mural License Agreement – 608 South Ohio

Council Discussion led by Chairwoman Foster

**BILL NO. 2025-111** Call for Ordinance approving a mural license agreement for property located at 608 South Ohio – Mayor Dawson

**9. Quote – HAVRE Graffiti – Mural Completion on building located at 608 South Ohio – \$10,000.00**

Council Discussion led by Chairwoman Foster

**BILL NO. 2025- 112** Call for Ordinance approving and accepting a quote from HAVRE Graffiti for the completion of a mural located at 608 South Ohio – Mayor Dawson

**IV. OTHER BUSINESS**

**A. APPOINTMENTS**

1. Recommendations from Mayor Dawson for appointments/reappointments to various boards and commissions.

**B. LIQUOR LICENSES**

New

\*Stacey White dba P's Place, 1201 East 3<sup>rd</sup>, Liquor by the Drink & Sunday Sales – \$750.00

\*Paige Shearer dba The Local Tap, 700 South Ohio, Special Event – Yeager's Cycle Sales (Bike Night) 3001 South Limit, June 28, 2025, 5 p.m. – 9 p.m. – \$15.00

Renewal

\*Jeremy Klein dba The Korner Lounge, 1604 South Ohio, Liquor by the Drink & Sunday Sales – \$750.00

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

**VI. GOOD AND WELFARE** – “During the Good and Welfare section of our meeting agenda, residents of Sedalia are invited to directly address the City Council. Participants must sign up in advance using the form provided in the Municipal Building lobby prior to the start of the meeting. The sign-up form requires a name, address, telephone number, and the subject of the comment. Comments must pertain to items on the agenda unless a formal request to speak on a non-agenda item has been submitted in writing at least two business days prior to the meeting.

Each speaker will be allotted three minutes to present their remarks. Statements must be addressed to the Council as a body, not to individual members, and must not include personal attacks or criticisms of specific city employees by name. Formal complaints regarding staff must be submitted in writing to the City Clerk. The Council Chamber is a limited public forum, and decorum is expected at all times. Conduct such as disruptions, excessive noise, standing or blocking views, or approaching the dais without permission is prohibited.

All remarks will be recorded into the public record. While this is not a time for debate or direct engagement with Council members, your comments are an important part of civic participation. We ask that all contributions remain respectful, relevant to the community, and in accordance with Ordinance No. 12255. By entering the Council Chamber, all visitors acknowledge, accept, and agree to abide by these guidelines.

Thank you for helping us maintain a constructive and respectful environment as we work together to improve Sedalia.”

**VII. Closed Door Meeting** – Motion and Second to move into closed door meeting in the upstairs conference Room pursuant to Subsections 1 (Legal Advice), 2 (Real Estate), 3 (Personnel) and 12 (Negotiated Contracts) of Section 610.021 RSMo.

**A.** Roll Call Vote for Closed Door Meeting

**B.** Discussion of closed items

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

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

**VIII. ADJOURN MEETING**

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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 JUNE 13, 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](http://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, June 16<sup>th</sup> 6:30 p.m.

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

1. Jessica Pyle, Finance Director, will provide an update on major trends in tax revenue collections.

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

1. The Missouri General Assembly appropriated \$4.7 million to fund the planning, design, and construction of intersection improvements at U.S. Highway 65 (Limit Avenue) and W. 32nd Street. In a prior meeting, the City Council approved an agreement with MODOT to coordinate this significant infrastructure project. Most recently, following a qualifications-based selection process conducted in coordination with MoDOT, Wilson & Co. was selected to deliver a comprehensive scope of services, including a traffic study, field survey, environmental review, public engagement, and construction-phase support. This agreement represents a major step forward in addressing one of Sedalia's most critical intersection improvement needs. Staff recommends approval of a professional services agreement with Wilson & Co. in the amount of \$665,292.71 to provide the necessary design and inspection services for the project. This cost share project was discussed during strategic planning sessions and approved in the FY26 budget.
2. The Public Works staff recommends approval of Change Order #4 for the 2021-181B Storm Drainage Improvements Project in Area 35, located near S. Beacon Avenue and W. 13th Street. This project is funded through a Department of Natural Resources ARPA stormwater grant. Previous change orders had increased the cost, but change order #4 reconciles final unit quantities installed during construction. The change has been reviewed and approved by the Department of Natural Resources as required. The result is a contract deduction of \$35,352.80, bringing the revised total project cost to \$286,698.00.

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

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

1. Staff will take a moment to introduce our new Downtown Specialist/Planner – Malinda Geiger.

2. On April 30, 2025, the City received a petition from Autumn Creek Development LLC requesting annexation of approximately 9.93 acres of unincorporated land located at the site formerly known as 3503 S. Limit Avenue. A public hearing was held during the May 19, 2025, City Council meeting, and no objections were submitted. The proposed annexation area is contiguous to the existing corporate limits, and the City has the ability to extend municipal services within a reasonable timeframe. The property is proposed to be zoned M-1 Light Industrial and included in Ward 4. Autumn Creek Development plans to construct commercial space along the frontage and residential structures on the remaining land. Staff recommends approval of the ordinance annexing the subject property into the City of Sedalia.
3. As a continuation to item two, the Planning & Zoning Commission approved the preliminary and final plat for Autumn Creek Development LLC, located at 3503 S. Limit Avenue, during its June 4, 2025 meeting by a unanimous 7–0 vote. The plat reflects the proposed subdivision if the property is annexed into commercial frontage and residential lots. Approval of the plat supports the City's objectives of more housing in the city limits and provides for the dedication of necessary public utility easements. Staff recommends approval of the ordinance adopting the preliminary and final plat as submitted.
4. Staff has worked diligently to bring an ordinance forward authorizing a subrecipient grant agreement between the City of Sedalia and the Lewis family for the rehabilitation of 217 W. Main Street through the Paul Bruhn Historic Revitalization Grant Program. This federal program, administered by the National Park Service, is designed to support the preservation of historic buildings in rural communities by funding critical structural improvements that promote long-term viability and economic revitalization. The project at 217 W. Main will receive \$243,564 in federal funds, with a required match provided by the property owner. The scope of work includes tuckpointing, masonry and foundation repair, roof restoration, and storefront stabilization, essential measures identified by a structural engineer to preserve the building's integrity and improve its usability.

City staff has worked closely with the property owner, consultants, and federal partners to ensure compliance with grant conditions, including the Secretary of the Interior's Standards for Rehabilitation and all applicable procurement and preservation guidelines. The grant term runs from July 1, 2025, through August 30, 2026, and will include regular reporting, site inspections, and final documentation. This effort reflects the City's broader commitment to downtown revitalization and preservation of Sedalia's architectural heritage. The project not only restores an important historic structure but also supports the broader economic development vision for Sedalia's central business district. Staff respectfully recommends approval of the subgrant agreement to move this project forward.
5. Staff recommends approval of an ordinance authorizing a subrecipient grant agreement between the City of Sedalia and Ivan Levko for the rehabilitation of 104 W. Main Street through funding provided by the Paul Bruhn Historic Revitalization Grant Program. This \$180,000 project will receive \$138,600 in federal grant funds, with the remaining \$41,400 provided as a match by the property owner. The planned scope of work includes removal and replacement of the roofing, window replacement, and substantial masonry repairs, all aimed at preserving and reactivating a structure located in downtown Sedalia.

The property lies within a block that recently had its non-contributing metal facades removed, revealing intact historic architectural features. The building's rehabilitation is being conducted in full compliance with the Secretary of the Interior's Standards for Rehabilitation.

City staff has worked diligently to coordinate the technical review process, secure National Park Service approvals, and ensure that all federal requirements for procurement, preservation, and documentation are met. This grant not only supports the restoration of a historically significant structure but also furthers the City's broader goals of downtown revitalization, economic development, and historic preservation. Staff respectfully recommends Council approval of the subgrant agreement to allow the project to move forward.

6. An ordinance is presented for consideration to rezone the property located at 2609 S. Grand Avenue from R-1 (Single-Family Residential) to R-3 (Apartment House). The subject property is a 0.47-acre vacant corner lot, with adjacent properties to the north, east, and south zoned R-1, while multiple properties to the west and southwest are zoned R-3. The applicants, Serghei and Karina Comerzan, submitted the rezoning request with the intent to develop townhomes or a fourplex on the site. A public hearing was held before the Planning & Zoning Commission on June 4, 2025, following required public notice. After hearing public input and reviewing the proposal, the Planning & Zoning Commission voted unanimously (7–0) to recommend denial of the rezoning request. The ordinance is now presented to the City Council for final consideration.
7. An ordinance is presented for approval to grant a special use permit to AT&T for the construction of a 150-foot monopole wireless communications tower with a 4-foot lightning rod at 314 E. Saint Louis Street. The subject property is a 0.2-acre vacant lot located in an area zoned M-1 Light Industrial. It is bordered to the south by a railroad and to the north, east, and west by additional vacant or undeveloped parcels. The Planning & Zoning Commission held a public hearing on June 4, 2025, following public notice, and voted unanimously (7–0) to recommend approval of the request. According to the application and land use review, the proposed tower will have minimal traffic or operational impact on surrounding properties and supports improvements to the City's wireless communication infrastructure. The project aligns with the City's Comprehensive Plan, which designates this area for future light industrial use. The ordinance grants the applicant authority to proceed with all necessary permitting to construct the tower.
8. Staff recommends approval of a license agreement between the City of Sedalia and Cassandra Nicole Hill, owner of the property located at 608 S. Ohio Avenue, to authorize the installation of a public mural on the south-facing wall of the building currently leased to Ohio Hair Company. This agreement grants the City a non-exclusive, non-transferable license for a term of 20 years to install and maintain the mural. The mural will be coordinated through the City with a selected artist and must comply with all applicable laws, including insurance and permitting requirements. The mural project aligns with Sedalia's goals for public art, beautification, and downtown revitalization and formalizes cooperation with the property owner to allow for long-term public benefit. The agreement includes terms for access and maintenance in the event of structural alterations or damage. Staff respectfully recommends approval of the mural license agreement.

9. In conjunction with item eight is an ordinance accepting a quote from HAVRE Graffiti in the amount of \$10,000 to design and complete the mural artwork at 608 S. Ohio Ave. The mural, which was approved as part of the FY26 Sedalia Main Streets budget, will have no financial obligation from the property owner. HAVRE Graffiti is a well-known regional artist whose work aligns with the City's vision for vibrant and meaningful public art. The mural will be a depiction of the Wright Brothers flight over the Missouri State Fair from the early 1900s. The project enhances a visible corridor of the central business district and helps promote Sedalia as a place where creativity and history intersect. Staff respectfully recommends approval of the contract with HAVRE Graffiti.





Let's Cross Paths

**CITY OF SEDALIA, MISSOURI  
CITY COUNCIL MEETING  
JUNE 2, 2025**

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

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The Council of the City of Sedalia, Missouri duly met on June 2, 2025 at 6:30 p.m. at the Municipal Building in the Council Chambers with Mayor Pro-Tem Rhiannon M. Foster Presiding. Mayor Pro-Tem Foster called the meeting to order and asked for a moment of legislative prayer led by Chaplain Byron Matson followed by the Pledge of Allegiance.

**ROLL CALL:**

Jack Robinson	Present	Bob Hiller	Present
		Bob Cross	Present
Lee Scribner	Absent	Rhiannon Foster	Present
Tina Boggess	Present	Michelle Franklin	Present

**SERVICE AWARDS**

30 Year Gift Card/Certificate	David Woolery	Police Chief	Police
10 Year Pin/Certificate	Davis Mittlehauser	Corporal	Police
10 Year Pin/Certificate	John Fellows II	Sergeant	Police

Interim City Administrator Matthew Wirt stated Police Chief Woolery is dedicated to the Police Department and the citizens of Sedalia, possesses unshakable leadership and character, serves with unwavering commitment and compassion and over the years has led by example with calm resolve, strong values and love for this community.

Police Chief Woolery commented that policing has always been his passion. He has worked for and with the most incredible people and it is his sincere honor to serve the community.

**RETIREMENT AWARDS:**

- Tricia Hefley – Finance Clerk – 39 Years 3 Months of service – Retired May 9, 2025. Ms. Hefley received various farm and gardening items as a retirement gift.

**SPECIAL AWARDS:** None.

**MINUTES:** The Council Meeting minutes of May 19, 2025 were approved on motion by Boggess, seconded by Robinson. All Present in Favor. Scribner was Absent.

The Special Council Meeting minutes of May 21, 2025 were approved on motion by Boggess, seconded by Robinson. All Present in Favor. Scribner was Absent.

**REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES:** None

**ROLL CALL OF STANDING COMMITTEES:**

**FINANCE & ADMINISTRATION** – Chairwoman Tina Boggess; Vice Chairman – No Report.

**PUBLIC WORKS** – Chairwoman Michelle Franklin; Vice Chairwoman Tina Boggess

- The Water Pollution Control Division has requested approval for the purchase of a new Volvo L70H2 wheel loader for use at the City's compost site. The existing machine is nearing the end of its service life and this replacement was a planned capital purchase in the FY26 budget. The new loader includes on-board material weighing capability, which will delay the need for a separate drive-on scale and improve efficiency. Through the Sourcewell cooperative contract, the City received a 43.6% discount, bringing the price to \$236,345, and the contract meets our purchasing policies. A trade-in credit of \$32,000 for the outgoing loader reduces the final cost to \$204,345. The purchase also includes a comprehensive 5-year/6,000-hour warranty.

BILL NO. 2025-95, ORDINANCE NO. 12278 – AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FOR THE PURCHASE OF A WHEEL LOADER FOR WATER POLLUTION CONTROL was read once by title.

2<sup>nd</sup> Reading – Motion by Boggess, 2<sup>nd</sup> by Robinson. All Present in Favor. Scribner was Absent.

Final Passage – Motion by Boggess, 2<sup>nd</sup> by Cross. All Present in Favor. Scribner was Absent.

Roll Call Vote: Voting "Yes" were Robinson, Boggess, Hiller, Cross, Foster and Franklin. No one voted "No". Scribner was Absent.

- The Water Pollution Control Division requests to purchase a CAT 926M Wheel Loader, which has been under lease for the past five years. With the lease set to expire in August 2026, Caterpillar Financial has extended a purchase/lease buyout offer to the City for \$72,975. Staff proposes using funds already allocated for ongoing lease payments, along with savings realized from the recent purchase of a Volvo loader, to fund the acquisition. This purchase is expected to save the City approximately \$27,500 annually over the loader's remaining service life.

BILL NO. 2025-96, ORDINANCE NO. 12279 – AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FOR THE PURCHASE OF A WHEEL LOADER FOR WATER POLLUTION CONTROL was read once by title.

2<sup>nd</sup> Reading – Motion by Boggess, 2<sup>nd</sup> by Robinson. All Present in Favor. Scribner was Absent.

Final Passage – Motion by Boggess, 2<sup>nd</sup> by Robinson. All Present in Favor. Scribner was Absent.

Roll Call Vote: Voting "Yes" were Robinson, Boggess, Hiller, Cross, Foster and Franklin. No one voted "No". Scribner was Absent.

- The Water Pollution Control Division requests approval to purchase a 2025 Chevrolet 3500 4x4 service truck to replace a 2004 Dodge Ram 2500 that has reached the end of its service life. This vehicle replacement was included in the FY26 budget, and the department solicited bids for a one-ton service truck with a utility bed. The lowest bid was submitted by W-K Chevrolet of Sedalia in the amount of \$67,521.

BILL NO. 2025-97, ORDINANCE NO. 12280 – AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF A BID FOR THE PURCHASE OF A 2025 CHEVROLET 3500 4X4 FOR WATER POLLUTION CONTROL was read once by title.

2<sup>nd</sup> Reading – Motion by Boggess, 2<sup>nd</sup> by Robinson. All Present in Favor. Scribner was Absent.

Final Passage – Motion by Boggess, 2<sup>nd</sup> by Cross. All Present in Favor. Scribner was Absent.

Roll Call Vote: Voting "Yes" were Robinson, Boggess, Hiller, Cross, Foster and Franklin. No one voted "No". Scribner was Absent.

- Change Order #1 from Do-Rite Construction and Excavating, LLC is for Small Sanitary Sewer Project "A," located between the Central Regional Lift Station and WireCo. This change order reflects finalized unit quantities used during construction and includes a line item for the removal and replacement of unsuitable soils with 2" base rock. The result is a net **decrease** of \$103,795.00 to the original contract, reducing the total project cost from \$411,664.00 to \$307,869.00.

BILL NO. 2025-98, ORDINANCE NO. 12281 – AN ORDINANCE AUTHORIZING CHANGE ORDER #1 FOR SMALL SANITARY SEWER PROJECT A was read once by title.

2<sup>nd</sup> Reading – Motion by Boggess, 2<sup>nd</sup> by Robinson. All Present in Favor. Scribner was Absent.

Final Passage – Motion by Boggess, 2<sup>nd</sup> by Robinson. All Present in Favor. Scribner was Absent.

Roll Call Vote: Voting “Yes” were Robinson, Boggess, Hiller, Cross, Foster and Franklin. No one voted “No”. Scribner was Absent.

- The Public Works Operations and Utilities Divisions jointly request approval for the purchase of five vehicles. The Operations Division seeks to acquire two single-axle plow trucks (\$528,338.89 total) and two multi-function tandem trucks with hook-lift systems (\$607,220.00), for a combined total of **\$1,135,558.90**. Separately, the Utilities Division proposes purchasing a tandem axle dump truck, including chassis (\$160,414.00) and bed (\$53,725.00), for a total of **\$214,139.00**. By aligning this purchase with the Operations order, the City realized **additional cost savings** on the Utilities vehicle due to bundled procurement and shared vendor coordination. All five vehicles will be procured through cooperative purchasing contracts from MODOT and Missouri Buys and all purchases remain **within their respective FY26 budget allocations**. Staff recommends approval of these coordinated purchases from Premier Truck Group and Henderson Products Inc.

BILL NO. 2025-99, ORDINANCE NO. 12282 – AN ORDINANCE AUTHORIZING SALES AGREEMENTS FOR THE PURCHASE OF VEHICLES FOR THE STREET AND WATER DEPARTMENTS was read once by title.

2<sup>nd</sup> Reading – Motion by Boggess, 2<sup>nd</sup> by Robinson. All Present in Favor. Scribner was Absent.

Final Passage – Motion by Boggess, 2<sup>nd</sup> by Robinson. All Present in Favor. Scribner was Absent.

Roll Call Vote: Voting “Yes” were Robinson, Boggess, Hiller, Cross, Foster and Franklin. No one voted “No”. Scribner was Absent.

**PUBLIC SAFETY** – Chairman Lee Scribner, Vice Chairman Jack Robinson – No Report.

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

<b><u>Presentation – Central Business &amp; Cultural District – Annual</u></b>
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Lucas Richardson, Vice-Chair Sedalia Main Streets, presented the Central Business & Cultural District Annual Report. The FY 2026 Budget was discussed as follows:

• Grounds Maintenance	\$ 1,500
• Façade Program	\$ 45,400
• The Pavilion Restrooms	\$ 50,000
• Signs & Benches	\$ 8,000
• Murals	\$ 22,500
• Special Events	\$ 19,900
• Thanksgiving Fireworks	
• Scott Joplin	
• Criterium	
• First Thursdays	
• Quarterly Business Mixer	
• And other events	
• Other Expenditures (training, supplies, fees, etc.)	<u>\$ 10,802</u>
<b>TOTAL anticipated expenditures</b>	<b>\$158,102</b>

FY 2025 Revenue from Ad Valorem tax of \$42,170.00; FY 2026 Anticipated is \$42,049.00; Other revenues (Interest, Grant and Fees) is \$26,260.00; FY 2026 Budget total expenditures total \$158,102.00 with a fund balance (beginning \$195,903.00 and FY 2026 Revenue/expenditures) of \$106,610.00. CBCD recommends maintaining current Ad Valorem tax rate of .85 per hundred of assessed valuation.

- The City of Sedalia, in partnership with Sedalia Main Streets, seeks to renew its annual agreement with Missouri Main Street Connection, Inc. for 2025. This agreement allows Sedalia to continue leveraging the nationally recognized Main Street Approach for downtown revitalization that integrates economic development, design improvements, promotion, and organizational support. Continued participation provides access to expert guidance, training, networking opportunities, and statewide resources that help strengthen local businesses, attract new investment, and preserve the historic character of downtown Sedalia.

BILL NO. 2025-100, ORDINANCE NO. 12283 – AN ORDINANCE AUTHORIZING THE 2025 ANNUAL MAIN STREET PROGRAM AGREEMENT was read once by title.

2<sup>nd</sup> Reading – Motion by Boggess, 2<sup>nd</sup> by Robinson. All Present in Favor. Scribner was Absent.

Final Passage – Motion by Boggess, 2<sup>nd</sup> by Cross. All Present in Favor. Scribner was Absent.

Roll Call Vote: Voting “Yes” were Robinson, Boggess, Hiller, Cross, Foster and Franklin. No one voted “No”. Scribner was Absent.

- At the request of City Council, staff has prepared an amendment to Section 12-610 of City Code to extend operating hours for licensed marijuana dispensaries. The proposed change allows dispensaries to remain open until 10:00 p.m., rather than the previous closing time of 8:00 p.m. This adjustment is intended to support legitimate business operations, reflect consumer demand, and align Sedalia’s regulations with comparable communities across Missouri.

BILL NO. 2025-101, ORDINANCE NO. 12284 – AN ORDINANCE OF THE CITY OF SEDALIA AMENDING THE CITY CODE REGARDING OPERATING HOURS FOR MARIJUANA DISPENSARIES was read once by title.

2<sup>nd</sup> Reading – Motion by Boggess, 2<sup>nd</sup> by Robinson. All Present in Favor. Scribner was Absent.

Final Passage – Motion by Boggess, 2<sup>nd</sup> by Robinson. All Present in Favor. Scribner was Absent.

Roll Call Vote: Voting “Yes” were Robinson, Boggess, Cross, Foster and Franklin. No one voted “No”. Hiller Abstained due to personal reasons. Scribner was Absent.

APPOINTMENTS: None.

BIDS: Vehicle Purchase – Water Pollution Control – Chevrolet 3500 – May 15, 2025

LIQUOR LICENSES:

The following new and renewal Liquor Licenses were read and approved on motion by Boggess, seconded by Robinson. All Present in Favor. Scribner was Absent.

New:

\*Liping Chen dba Joy Hibachi Inc, 1975 West Broadway, Liquor by the Drink & Sunday Sales

Renewals:

\*Jenna Gier dba State Fair Eagle Stop, 1515 Thompson Blvd, Packaged Liquor and Sunday Sales

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:

Councilwoman Boggess thanked residents in the northside community for their tireless work to ensure that the sidewalk grant received all signatures and historic information required to obtain the grant. A groundbreaking ceremony will be held on June 14, 2025 at Noon, in coordination with the Juneteenth celebration at Hubbard Park.

GOOD & WELFARE:

Jason Unwin, 607 West Main Street, Cole Camp, Missouri stated as a former resident of Colorado where marijuana was legalized feels we need to limit the amount of substances being distributed. He stated that we hear a lot of drugs being present when traffic stops are made and the recent shooting of two Sheriff's Deputies involved a drug dealer. Just because it is legal does not make it right.

Debbie Covington, 2601 East 12<sup>th</sup>, stated that in reviewing the agenda she noticed several large purchases in various departments and also some community development items sent through that do not seem to have been discussed. She inquired about the status of Committee meetings and why there have not been Community Development Council or Public Works Council Committee meetings since 2024. How can purchases be made without prior committee meetings or discussions?

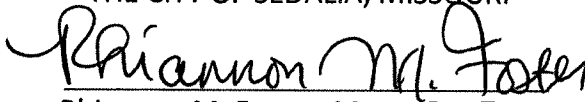
Rene Vance, 19813 Tanglenook Road, stated that the Senior Center will hold their Gala on June 25, 2025. Tickets are sold at \$50.00 or \$400.00 for a table of 8 persons. Wednesday's and Friday's they are looking for additional volunteer drivers for meal deliveries.

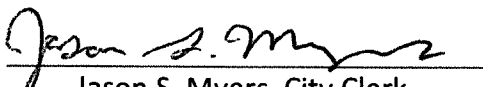
The meeting adjourned at 7:03 p.m. on motion by Boggess, seconded by Robinson to a closed-door meeting in the upstairs conference room pursuant to subsections 1 (Legal Advice), 2 (Real Estate) and 12 (Negotiated Contracts) of Section 610.021 RSMo. Roll Call Vote: Voting "Yes" were Robinson, Boggess, Hiller, Cross, Foster and Franklin. No one voted "No". Scribner was Absent.

The regular meeting reopened 7:45 p.m. on motion by Robinson, seconded by Cross. All Present in Favor. Scribner was Absent.

The regular meeting adjourned at 7:46 p.m. on motion by Boggess, seconded by Robinson. All Present in Favor. Scribner was Absent.

THE CITY OF SEDALIA, MISSOURI

  
Rhannon M. Foster, Mayor Pro-Tem

  
Jason S. Myers, City Clerk



CITY OF SEDALIA, MISSOURI  
CITY COUNCIL WORK SESSION  
JUNE 5, 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 in a Work session on Thursday, June 5, 2025 at 5:30 p.m. at the Municipal Building in the Council Chambers with Mayor Andrew L. Dawson presiding. Council Members present were Jack Robinson, Lee Scribner, Tina Boggess, Bob Hiller, Bob Cross, and Rhiannon Foster. Michelle Franklin was absent.

<b><u>City Administrator Candidate Interviews</u></b>
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Mayor Dawson stated the purpose of the Work Session is to hear presentations from the three Candidates for the position of City Administrator. Each will be invited individually into Council Chambers and will be allotted 40 minutes to present their strategic philosophies and vision for the City of Sedalia. Then the Candidates will be called back to participate in a panel session to answer questions from the Community read by community Engagement Director Jessica Hoffman.

The three Candidates were Jon A. Holmes, Matthew E. Wirt, and Stephen Rasmussen.

The Work Session adjourned at 8:50 p.m.

Respectfully Submitted: Jason S. Myers, City Clerk



*Let's Cross Paths*

Planning and Zoning  
Meeting Minutes  
Wednesday, February 5, 2025 at 5:30 pm  
Council Chambers  
Municipal Building

- 1) Call to order
- 2) Roll Call

Present:

Tolbert Rowe, Rhonda Ahern, Val Bloess, Chris Marshall, Jerry Ross, Teresa McDermott

Absent:

Andrew Dawson, Ann Richardson, Ann Graff, Ian Shoemaker

Staff:

John Simmons, Bryan Kopp, Todd Smith, Nicole Hathaway, Chris Franklin

- 3) Public Hearing – Irene Circle Rezoning Application - Bryan Kopp presented this application. The applicant is Theron Broadfoot on behalf of WK Realty. The applicant requests a rezoning from R-3, Multi-Family Residential to M-1 Light Industrial. The properties on Irene Circle are currently vacant land, the applicant desires to use the property for garage storage and parking to serve their adjacent automobile dealership. The adjacent property to the East, North, and West are zoned R-3, Multi-Family Residential, with the property to the South being M-1, Light Industrial.
  - a. Theron Broadfoot (30277 Carpenter Rd.) – Mr. Broadfoot explained that the Irene Circle properties are adjacent to the WK Automobile dealership and would serve their business. The two parcels, totaling 0.6 acres, are near a recent build zoned M-1. Mr. Broadfoot explains that rezoning fits the area and would benefit the local economy.
- 4) Public Hearing – 521 East Third Rezoning Application – Bryan Kopp presented this application. The applicant is Theron Broadfoot on behalf of Holland Holding Company LLC. The applicant requests rezoning from M-2, Heavy Industrial to M-1, Light Industrial. The property is 2.15 acres and is currently vacant land. The property to the North is the Union Pacific Railway, the properties to the South and West are zoned M-1, Light Industrial, and the property to the East is zoned M-2, Heavy Industrial.
  - a. Theron Broadfoot (30277 Carpenter Rd.) – Mr. Broadfoot states the owner's plan is to start the construction of PCCP, only to occupy the Southern third of the property. The future plan is to look at housing/apartment options for the remaining portion of the property.

5) New Business

- a. Rezoning Application – Irene Circle
  - i. Jerry Ross motioned to approve, Chris Marshall seconded. All approved.
- b. Rezoning Application – 521 East Third
  - i. Rhonda Ahern motioned to approve, Chris Marshall seconded. All approved.
- c. Preliminary & Final Plat – Liahona West Subdivision
  - i. Jerry Ross motions to approve, Rhoda Ahern seconded. All approved.

6) Next Meeting Date

- a. TBD

7) Adjourn

- a. Jerry Ross motioned to adjourn, Rhonda Ahern seconded. All approved.



## TRAFFIC ADVISORY COMMISSION MEETING

APRIL 16, 2025

The Traffic Advisory Commission duly met on Wednesday, April 16, 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	Present
James Callis	Not Present	Matt Irwin	Present
John Rucker	Present	Chris Davies	Present Via Teams
Dennis Henderson	Present		
Byron Matson	Not Present	Secretary	Elizabeth Nations
Sherry Broyles	Present		
Charles Leftwich	Not Present		

Minutes from the March 12, 2025 meeting were approved.

Guests: Interim City Administrator Matthew Wirt, Police Chief David Woolery, Operations Director Justin Bray and Chief Office Administrator Tammy Lewis

### OLD BUSINESS:

None

### NEW BUSINESS:

None

### OTHER ITEMS FOR DISCUSSION:

At the March 12, 2025 meeting, Councilman Jack Robinson and Councilman Tom Oldham attended and discussed with the Commission their request for the installation of a 4-way stop at the intersection of W. 3<sup>rd</sup> St. and S. Park Ave. and crosswalks. A motion was made to move forward with the installation of the stop signs and crosswalks. The vote was tied; therefore, the item was not approved. At the following City Council meeting on March 17, 2025, Councilman Oldham brought the item before Council and Council directed Staff to prepare an ordinance establishing a 4-way stop at the intersection to be voted on at the Council meeting on April 7, 2025. At the meeting Chairmen Esquivel, Parks Director Eppe and Engineer Davies spoke to Council voicing their concerns about the installation of the signs without following the procedures as set forth in the Manual on Uniform Traffic Control Devices (MUTCD). Council voted to not install the signs and recommended the Commission revisit the request.

Mr. Davies again discussed the criteria in the MUTCD for the installation of stop signs. The intersection does not appear to meet vehicle, pedestrian or bicycle traffic amounts required for the addition of stop signs. This intersection also was not ranked in the SS4A report as one of the 10 to 15 intersections in town needing attention.

Ms. Esquivel and Ms. Broyles asked again, what the urgency was right now for these signs to be installed. Ms. Broyles asked about the procedures and said in the past it seemed "willy-nilly" in the way they were executed. She asked if it could be made quicker or more efficient. She said everyone talks about the children and safety, but that could be stated for any intersection.

Mr. Davies said it does take time to complete the counts. Newer technology could help this procedure move quicker and more accurately. To follow the MUTCD certain things need to be done. When Staff receives a request they can conduct a traffic count and pull accident totals.

Mr. Silvey did not bring all of the accident totals but they did not rise to the MUTCD totals. He did go back to 2020 and without the DWI accidents, there were only 2-3 accidents in the area.

**Ms. Broyles motioned traffic counts to be conducted at the intersection of W. 3<sup>rd</sup> St. and S. Park Ave. Mr. Henderson seconded. All were in favor.**

Mr. Silvey had met with Deb Freels about installing a crosswalk by the Housing Authority to help connect the housing units to the laundry facility and playground. The project would be funded with grant funds from the Building a Better Community. The crosswalk would be properly painted and lit. Public Works would be providing labor and concrete for the project.

**Ms. Broyles motioned to add the crosswalk at Robinson and Buckner crossing Saline. Mr. Rucker seconded. All were in favor.**

The next meeting date is scheduled for May 14, 2025.

The meeting adjourned at 12:28 p.m.

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

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

**AN ORDINANCE AUTHORIZING AN AGREEMENT FOR ENGINEERING SERVICES  
RELATING TO THE DESIGN AND IMPROVEMENTS TO THE INTERSECTION OF SOUTH  
LIMIT AVENUE/WEST 32<sup>ND</sup> STREET/HIGHWAY B.**

**WHEREAS**, the City of Sedalia, Missouri has received a proposal to enter into an agreement with Wilson & Company for engineering services relating to the design and improvements to the intersection of South Limit Avenue/West 32<sup>nd</sup> Street/Highway B; and

**WHEREAS**, under the agreement, the City of Sedalia, Missouri shall pay the total sum and amount of Six Hundred Sixty-five Thousand Two Hundred Ninety-two Dollars and Seventy-one Cents (\$665,292.71) to Wilson & Company for said project as more fully described in the agreement attached to this Ordinance and incorporated by reference herein.

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

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

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 16<sup>th</sup> day of June 2025.

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

Approved by the Mayor of said City this 16<sup>th</sup> day of June 2025.

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

ATTEST:


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

# MEMO

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**TO:** Mayor and City Council

**THRU:** Matthew Wirt, Assistant City Administrator

**FROM:** Christopher R. Davies, P.E., City Engineer  6/11/2025

**SUBJECT: PROVIDE PROFESSIONAL DESIGN AND INSPECTION SERVICES FOR IMPROVEMENTS AT THE INTERSECTION OF U.S. HIGHWAY 65 AND MO-B/W. 32<sup>ND</sup> STREET TO INCLUDE S. LIMIT AVENUE**

**DATE:** June 11, 2025

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## Background:

The Missouri General Assembly has appropriated \$4,700,000.00 for the planning, design and construction of an interchange and road improvements on U.S. Highway 65 and Route B in Pettis County, City of Sedalia.

The City of Sedalia, Missouri has received and approved a proposal to enter into a planning, design, construction and road improvements agreement by and between the City of Sedalia, Missouri and Missouri Highways and Transportation Commission.

The City solicited engineering firms for providing design and inspection services for this project. The City received four (4) proposals and after reviewing the proposals with MoDOT, Wilson & Co. was selected to provide the requested services.

## Discussion:

Attached is the contract from Wilson & Co., the key components of the contract include the following:

1. Traffic Study
2. Data Collection and Field Survey
3. Public Involvement; including two Public Open House meetings
4. Concept Plans 30%
5. Preliminary Plans 60%
6. Right-of-Way Plans

7. Final Plans
8. PS&E
9. Bidding Services
10. Environmental Review
11. Project Management and Meetings
12. Construction Phase Services

**Recommendation:**

City staff recommends the City Council approve this project as outlined in the attached documents from Wilson & Co. in the amount of \$665,292.71.

**SPONSOR: City of Sedalia**  
**LOCATION: S. Limit Ave/W. 32<sup>nd</sup> Street/HWY B**  
**PROJECT: ST0090**

*THIS CONTRACT* is between *City of Sedalia*, Missouri, hereinafter referred to as the "Local Agency", and *Wilson & Company, Inc., Engineers & Architects* hereinafter referred to as the "Engineer".

*INASMUCH* as funds have been made available by the Missouri Department of Transportation through its *State Funds*, coordinated through the Missouri Department of Transportation, the Local Agency intends to improve the intersection of US 65 and Route B with an add alternate to improve the intersection of US 65 and Sacajawea Road and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

#### **ARTICLE I – SCOPE OF SERVICES**

See Attachment A.

#### **ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:**

- A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 10% of the total Agreement dollar value.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 12.5% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL \$ VALUE OF THE DBE SUBCONTRACT	CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL	PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL
HG Consult	Erosion Control, Pavement Marking and Signing, Utility Coordination	\$66,053.60	\$65,053.60	100%
Palmerton & Parrish, Inc.	Geotech	\$17,069.73	\$17,069.73	100%

### **ARTICLE III-ADDITIONAL SERVICES**

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

### **ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY**

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);

- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

#### **ARTICLE V - PERIOD OF SERVICE**

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

- A. PS&E Approval by MODOT shall be completed on May 28<sup>th</sup>, 2027
- B. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

#### **ARTICLE VI – STANDARDS**

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

#### **ARTICLE VII - COMPENSATION**

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$60,963.63, with a ceiling established for said design services in the amount of \$665,292.71, which amount shall not be exceeded.
- B. No construction inspection services are included.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:

1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
  2. An amount calculated at 74.38% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
  3. An amount calculated at 107.29% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
  4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
  5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.
- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.



## **ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES**

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

## **ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER**

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of: *Traffic counts, Pavement Marking and Signage, Erosion Control Plans, Utility Coordination, Geotechnical services.*

<b>Sub-Consultant Name</b>	<b>Address</b>	<b>Services</b>
Gewalt Hamilton Associates, Inc.	625 Forest Edge Drive, Vernon Hills, Illinois 60061	Traffic Counts
Hg Consult Inc.	1533 Locust Street, Kansas City, Missouri	Pavement Marking and Signage, Erosion Control Plans, and Utility Coordination.
Palmerton & Parrish, Inc.	4168 W. Kearney Street, Springfield, Missouri 65803	Geotechnical Services

## **ARTICLE X - PROFESSIONAL ENDORSEMENT**

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

## **ARTICLE XI - RETENTION OF RECORDS**

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

## **ARTICLE XII - OWNERSHIP OF DOCUMENTS**

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

## **ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT**

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.
- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.
- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.

1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
3. Any material contract breach by the Local Agency.

#### **ARTICLE XIV - DECISIONS UNDER THIS CONTRACT**

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

#### **ARTICLE XV - SUCCESSORS AND ASSIGNS**

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

#### **ARTICLE XVI - COMPLIANCE WITH LAWS**

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

#### **ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY**

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

#### **ARTICLE XVIII - NONDISCRIMINATION**

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with state and federal related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential

subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

#### **ARTICLE XIX – LOBBY CERTIFICATION**

**CERTIFICATION ON LOBBYING:** Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

#### **ARTICLE XX – INSURANCE**

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.
- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
  - 1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
  - 2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
  - 3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
  - 4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

## **ARTICLE XXI - ATTACHMENTS**

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Certification Regarding Debarment, Suspension, and Other  
Responsibility Matters - Primary Covered Transactions.

Attachment D - Certification Regarding Debarment, Suspension, and Ineligibility and  
Voluntary Exclusion - Lower Tier Covered Transactions.

Attachment E – DBE Contract Provisions

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Executed by the County/City this \_\_ day of \_\_\_\_\_, 20\_\_.

**FOR: CITY OF SEDALIA, MISSOURI**

**BY:** \_\_\_\_\_  
Matthew Wirt – Interim City Administrator

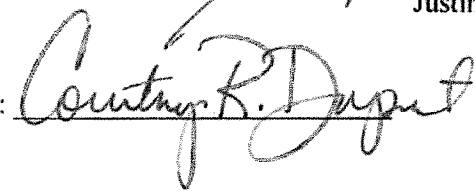
**ATTEST:** \_\_\_\_\_  
Jason Myers – City Clerk

**FOR: WILSON & COMPANY, INC. ENGINEERS & ARCHITECTS**

**BY:**

  
Justin Klaudt - Senior Vice President

**ATTEST:**



I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

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Jessica Pyle – Finance Director

## **ATTACHMENT A**

### **Scope of Services**

**Attachment A**  
**Scope of Services**  
**S. Limit Ave/W. 32<sup>nd</sup> Street/HWY B**  
**June 04, 2025**

**General Scope of Services**

The purpose of this contract is to provide professional design and inspection services for improvements at the intersection of U.S. Highway 65 and MO-B/W.32<sup>nd</sup> Street to include S. Limit Ave. Improvements to the intersections of Sacajawea Road and U.S. Highway 65 will be designed and bid as an add alternate.

**Detailed Scope of Services**

**Section 1 –Traffic Study**

1. Data Collection: The Consultant will collect the following data to assist in developing intersection layouts and overall corridor impacts.
  - 1.1.1 Assemble available traffic data for existing study area networks from the City and/or MoDOT and identify supplemental data collection requirements:
    - a. Any current turning movement counts within the study area.
    - b. Average Daily Traffic (ADT) volumes.
    - c. Existing traffic signal timing for the intersections of US-65/32<sup>nd</sup> St and US-65/Tiger Pride Boulevard.
  - 1.1.2 Through the use of a data collection vendor, conduct turning movement count collection during a typical (Tue, Wed, or Thu) weekday for the hours of 6:00 a.m. – 7:00 p.m. during a normal school day. Additional counts will be collected on a Friday and Sunday between Memorial Day and Labor Day for the hours of 12:00 p.m. – 7:00 p.m. to capture peak weekend traffic volumes. Counts will be collected at the following intersections and shall include vehicles, pedestrians, and cyclists:
    - a. US-65/32<sup>nd</sup> St/State Route B
    - b. US-65/Tiger Pride Blvd
    - c. US-65/Sacajawea Rd
    - d. Sacajawea Rd/Tiger Pride Blvd
    - e. State Route B/Sacajawea Rd
    - f. State Route B/Cambridge Dr
    - g. State Route B/Synder Ave
    - h. State Route B/32<sup>nd</sup> St/Domino's Pizza driveway
    - i. 32<sup>nd</sup> St/Highway Dr
    - j. 32<sup>nd</sup> St/Clinton Rd
  - 1.1.3 Through the use of a data collection vendor, conduct daily traffic volume, vehicle classification, and vehicle speed data over two 7-day periods, once in the summer and again during the school year. Counts will be collected at the following locations:
    - a. US-65 between 32<sup>nd</sup> St/State Route B and Tiger Pride Blvd
    - b. Sacajawea Rd between US-65 and State Route B
    - c. State Route B between 32<sup>nd</sup> St and Sacajawea Rd
  - 1.1.4 Obtain crash data for the study area from MoDOT and/or City over the past 3-5 years.



## 1.2 Analysis: The Consult will analyze the data collected.

- 1.2.1. Using Synchro traffic analysis software, conduct traffic operations analyses at the study intersections for existing conditions during the weekday AM and PM peak hours and the Friday peak hour.
- 1.2.2. Develop short-term and long-term (20-year horizon) traffic volume forecasts. For the short-term traffic forecasts, trip generation estimates will be made for the planned 400-unit housing development along Sacajawea Rd and for the new athletic facilities currently under construction at Smith-Cotton High School (a separate analysis for special events at the athletic facility will not be completed). Growth factors for the roadways within the study area will be applied for general increases in existing traffic volumes.
- 1.2.3. Conduct traffic operations analyses for existing roadway conditions, including level of service, vehicle queuing, traffic signal warrants, and turn-lane warrants, for the study intersections based on short-term and long-term traffic forecasts.
- 1.2.4. Review the crash data to determine if there are any apparent patterns that may be susceptible to mitigation.
- 1.2.5. Verify and refine the improvements recommended as part of the previous study to achieve acceptable levels of service and improved safety (where applicable) within the study area using accepted traffic volume thresholds and guidance provided in the Manual on Uniform Traffic Control Devices (MUTCD) and other relevant sources, including estimated construction costs. Improvements may include, but are not limited to: Roadway geometrics (i.e., intersection reconstruction, access consolidations / closures / relocations, increased lane capacities / utilizations):
  - a. Drainage improvements
  - b. Warranted traffic control devices (i.e., traffic signals, stop signs)
  - c. Conduct traffic operations analysis for the proposed roadway conditions, including level of service and vehicle queuing, for the study intersections based on short-term and long-term traffic forecasts.
- 1.2.6. Once the preferred long-term solution has been verified/refined, develop interim improvement strategies to improve the existing traffic operations without compromising the ultimate design, including estimated construction costs.
- 1.3 Report. The Consultant will submit an electronic copy of the written report with figures that support the evaluation of findings and be developed and provided to the City. The report will summarize the analyses, conclusions, and recommendations. A draft report will be prepared for review by the City and MoDOT. Comments received will be addressed and a final report will be issued.

## Section 2 – Data Collections and Field Survey

2. Data Collections and Field Survey. The Consultant will collect data and field surveys to the approximate limits as shown in the figures below.

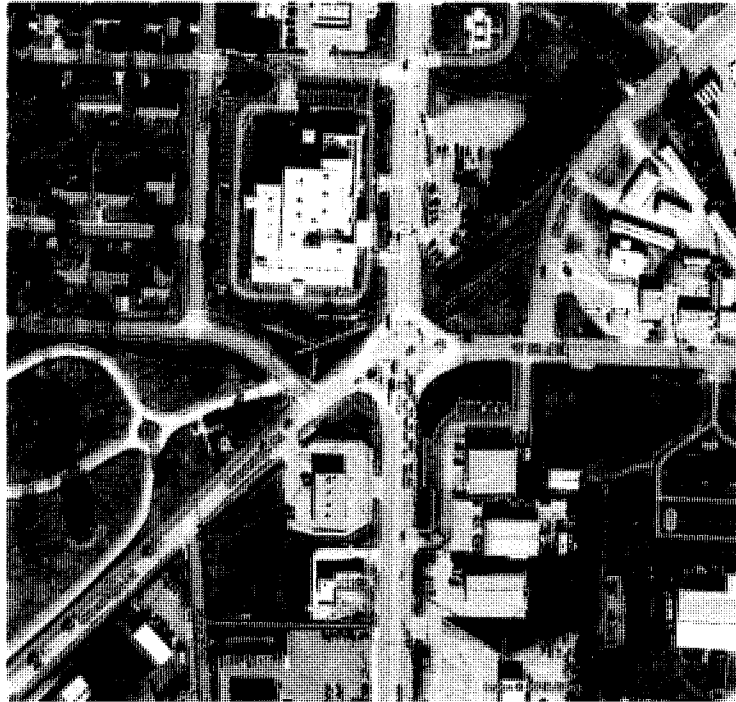


Figure 1 – U.S. 65 and 32<sup>nd</sup> Intersection Approximate Survey Limits



Figure 2 – U.S. 65 and Sacajawea Intersection Approximate Survey Limits

## 2.1 Project Horizontal Control

- 2.1.1 Establish horizontal project control tied to the Missouri State Plan Coordinate System of 1983, Missouri Central Zone (2011 Adjustment), based upon Static GPS observations and processed from BGS Opus Positioning.
- 2.1.2 It is estimated that six (6) horizontal control points will be set with recovery ties for future layout and will be strategically placed to avoid destruction and ease of access.
- 2.1.3 A CAF (Combined Adjustment Factor) will be determined at or near the project center to take the grid distances and scale to ground distances.
- 2.1.4 Units of measure will be U.S. Survey Feet.

## 2.2 Project Vertical Control

- 2.2.1 Establish vertical project control on the NAVD 88 Datum.
- 2.2.2 Geoid 18 will be utilized to bring the elevations from ellipsoidal elevations to actual ground elevations.
- 2.2.3 It is estimated that ten (10) benchmarks will be set with descriptions for future layout and will be strategically placed to avoid, if possible, destruction and easy access. Conduct bench level runs through each benchmark with adjustments.

## 2.3 Project Properties and Section Line Locations

- 2.3.1 Existing Property Line Base Mapping. Record documents will be used in conjunction with found property corners to develop the property line base map. Property lines, Right-of-Way, and subdivisions will be plotted on the survey basemap. WCI will conduct section-tie surveys per the current Missouri Standards for Property Boundary Survey outlined in 20-CSR 2030-16, along with evidence of platted lot and block monuments within the project limits. The section corners and other monuments are necessary to reestablish the existing right-of-way, platted lots, and un-platted properties. Any found monuments will be shown and labeled within base map drawing.
- 2.3.2 Property Lines and Ownerships. WCI will order O&E reports from a preferred title company. The deliverables from the title company will include the ownership name, identification of any encumbrances on the property, a description of the property, and copies of deeds and any easements associated with the property. WCI will use this information to develop the right-of-way and property information used in the base mapping for the project limits.

## 2.4 Alignments

- 2.4.1 The following centerline alignments will be re-established along with their prospective R/W lines.
  - 2.4.1.1 Hwy 65, Greenridge Road, W. 32nd Street, Hwy Drive, and Sacajawea Road.
  - 2.4.1.2 Property lines abutting the aforementioned alignments will be re-established to determine property owner limits or rights.

## 2.5 Aerial Imagery and LiDAR

- 2.5.1 The Lidar will be used to identify and digitize all planimetric and DTM features. Orthoimagery will be used to supplement the DTM mapping, as needed, to develop the 1-foot contour surface for the terrain. Planimetric/DTM features, Lidar DTM surface and field collected location survey data will be integrated into a single comprehensive mapping product.

## 2.6 Topographic Surveying

- 2.6.1 Coordinate with survey crews for project scope, limits and expectations.

- 2.6.2 Coordinate with local utility marking companies, municipalities, and public works departments for the marking of public and private utilities within the project limits.
- 2.6.3 Conduct field survey to locate marked utilities within the project limits. Utility locates to be called in once for the project. Source information from plans and markings will be combined with observed evidence of utilities to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case the surveyor shall note on the plat or map how this affected the surveyor's assessment of the location of the utilities. Where additional or more detailed information is required, the client is advised that excavation and/or a private utility locate request may be necessary.
- 2.6.4 Process field data and produce a surface model, based GPS data & conventional survey data to produce 1-foot minor and 5-foot index contour for engineering design purposes.

## 2.7 Storm Sewer, Sanitary Sewer, Water, Gas, Fiber Optic

- 2.7.1 The Consultant will coordinate with the local utility companies and Sedalia, MO Public Works department and Missouri One Call to locate utility markings provided by them. The Consultant will invert the storm and sanitary sewer to obtain flowline depths and pipe sizes. The Consultant will only locate those visible markings as provided by the participating utility marking services but will make every attempt during the survey to find valves, manholes and any other utility markings. The Consultant will locate power poles, guy anchors, light poles and overhead wire connection points and sag locations via Aerial LiDAR survey technology that cross over the corridor and within the survey limits.

## 2.8 Location Survey Plan & Descriptions

- 2.8.1 The Consultant will prepare a MoDOT based Location Survey Plan for those parcels of ground that may be determined to have easements and R/W that will be needed for the project improvements.
- 2.8.2 The Consultant will prepare easement and r/w descriptions. Recording forms to be prepared by others.

## 2.9 Delivery and Assumptions

- 2.9.1 Survey control recovery tie reports along with bench loop level runs, benchmark descriptions for future recovery.
- 2.9.2 Survey Topographic base map (3D) & Property line Basemap (2D) and TIN model in DGN format (MoDOT ORD Workspace) depicting control, topographic planimetric features and utilities.
- 2.9.3 XML of surface model.
- 2.9.4 Ortho-rectified Imagery of the project limits will be prepared.
- 2.9.5 Survey Boundary base drawing (2D) in DGN format utilizing MoDOT ORD workspace depicting section lines, section corners, road right-of-way, and individual land owner parcels. Delivery of delineated property lines will be based upon record research, title reports and deed information.
- 2.9.6 Utility information and mapping obtained from the Missouri One Call and the City of Sedalia Public Works Department.
- 2.9.7 ASCII point files, pdf field notes, structure invert information, section corner tie notes, land surveyor reference reports and horizontal and vertical control recovery ties.

## 2.10 Geotechnical Services

- 2.10.1 The Consultant shall contract with Palmerton & Parrish, Inc. to obtain 6 total borings to determine rock depth, subgrade treatment, and pavement design along US-65, MO-B, and Sacajawea Road.

### **Section 3 – Public Involvement**

- 3.1 Public Involvement Plan (PIP). The consultant will develop a PIP that outlines involvement goals, activities, and documentation needed for NEPA purposes. The City will review and approve the PIP.
- 3.2 Public Open House #1. An initial public open house will be held to introduce interested parties to the project. The meeting will focus on presenting project goals, establishing expectations, identifying stakeholders and introducing project timelines. Postcard notifications will be sent to properties within ¼ mile of the impacted areas.
- 3.3 Stakeholder Engagement. Multiple property owners along the corridor will be impacted by the project. The Consultant will lead one-on-one conversations with stakeholders to discuss construction impacts, potential property acquisitions, and identify concerns and solutions early in the process.
- 3.4 Public Open House #2. A final open house will be held to present the proposed project plans to the public. The meeting will focus on answering and hearing thoughts on the final design, discussing construction impacts, and providing information on the construction timeline. Postcard notifications will be sent to properties within ¼ mile of the impacted areas.

### **Section 4 – Concept Plans (30% Complete)**

- 4.1 Typical Section: Develop a typical section to be used for the design based on previous project phases and City recommendations.
  - 4.1.1 Surface/Pavement Type
  - 4.1.2 Surface/Pavement Thickness
  - 4.1.3 Subgrade Treatment
- 4.2 Develop Horizontal and Vertical Alignments.
- 4.3 Develop intersection geometrics based upon the preferred geometry identified in the traffic study for U.S. Highway 65/32<sup>nd</sup> Street/MO-B/S. Limit Ave., and the bid alternate for the U.S. Highway 65 and Sacajawea Road intersection.
- 4.4 Identify drainage improvements
- 4.5 Identify right-of-way impacts
- 4.6 Identify utility impacts
  - 4.6.1 The Consultant will complete Subsurface Utility Engineering (Level C and D) and will work with the utility owners on required relocations. It is assumed each utility company will pothole their own facilities, if required.
- 4.7 Concept Plans will include the following sheets
  - 4.7.1 Title Sheet
  - 4.7.2 Typical Sections
  - 4.7.3 Roadway Plan and Profiles

4.8 Develop concept level quantities and opinion of probable construction cost.

4.9 Internal Quality Review

4.10 Comment Resolution of City Review Comments.

#### **Section 5 – Preliminary Plans (60% Complete)**

The Consultant will advance the concept design and plans to the preliminary level.

5.1 Develop a preliminary corridor model.

5.2 Develop preliminary sheets to include the following:

- 5.2.1 Title Sheet
- 5.2.2 General Notes & Quantities
- 5.2.3 Typical Sections
- 5.2.4 Roadway Plan and Profiles
- 5.2.5 Driveway Profiles
- 5.2.6 Intersection Details
- 5.2.7 Storm Plans
- 5.2.8 Traffic Signal Sheets
- 5.2.9 Pavement Marking and Signing Sheets
- 5.2.10 Street Lighting Sheets (includes photometrics)
- 5.2.11 Utility Sheets
- 5.2.12 Water Main Relocation Sheets
- 5.2.13 Sanitary Sewer Relocation Sheets (if required)
- 5.2.14 Erosion Control Sheets
- 5.2.15 Drainage Area Map
- 5.2.16 Cross Sections

5.3 Detailed Hydrology and Hydraulic calculations and layout.

5.4 Develop preliminary level quantities and opinion of probable construction cost.

5.5 Internal Quality Review and review and implementation of MoDOT LPA Plan Checklists and EPG requirements for Preliminary Plans.

5.6 The Consultant will attend a Preliminary Plan review meeting with City staff.

5.7 Comment Resolution of City Review comments.

#### **Section 6 – Right-of-Way Plans**

6.1 The Consultant will advance the preliminary plans to right-of-way design based on preliminary plan comments.

6.2 Right-of-way roadway design. The roadway design will be advanced to right-of-way design including further developing the corridor model as needed to define the grading limits.

6.3 Develop the right-of-way plan sheets to include adjusting the design based on City's comments from preliminary plans so that the right-of-way limits can be set. The sheets included will be the same as preliminary plans plus the addition of the following:

### 6.3.1 Right-of-Way Plans

Tract maps and legal descriptions are included under Section 2.8

- 6.4 Internal Quality Review and review and implementation of MoDOT LPA right-of-way plan checklists.
- 6.5 Comment Resolution of City Review comments and coordination with MoDOT right-of-way consultant for plan reviews and A-Date issuance.

## Section 7 – Final Plans

The Consultant will develop Final Plans based on feedback from the Right-of-Way plan comments. It is acknowledged that minor comments arising from acquisition negotiations will be incorporated into the final design and plans.

- 7.1 Final roadway design. The roadway design will be advanced to final design including further developing the corridor model.
- 7.2 Develop the final sheets to include the following in addition to refining the sheets developed in the Preliminary design phase:
  - 7.2.1 Update previously developed sheets
  - 7.2.2 Geometric Sheets
  - 7.2.3 Reference and coordinate Point Sheets
  - 7.2.4 Demolition Plans
  - 7.2.5 Grading Plan
  - 7.2.6 Pavement Marking and Signing Plans and Details
  - 7.2.7 Lighting Sheets and Lighting Quantity Sheets
  - 7.2.8 Traffic Signal Sheets (1" = 20') and Signal Quantity Sheets
  - 7.2.9 Temporary Traffic Control Plans and Details
  - 7.2.10 Construction Phasing and Maintenance of Traffic Plans
  - 7.2.11 Temporary Erosion Control Sheets
  - 7.2.12 Storm Sewer Profiles
  - 7.2.13 Drainage Calculations
  - 7.2.14 Utility Relocation Plans
  - 7.2.15 Miscellaneous Details
  - 7.2.16 Other sheets for special design features as required
- 7.4 Develop final quantities and opinion of probable construction cost.
- 7.5 Complete a construction work day study.
- 7.5 Specifications. Compile job specifications based on City specifications, any job special provisions, technical specifications. Includes any required MoDOT Job Special Provisions as indicated on the LPA PS&E Checklist.
- 7.6 Internal Quality Review and review and implementation of MoDOT LPA Final plan review checklist.
- 7.7 Comment Resolution of City Review Comments.

## Section 8 – PS&E

- 8.1 The Consultant will address final plan review comments and complete the bid plans and work with the City to develop the Project Manual for bidding.
- 8.2 The Consultant will assist the City in filling out the LPA PS&E Submittal Checklist, ADA Checklist (if applicable), Utility Status Letter, and the LPA Certification of PS&E.
- 8.3 Includes required State/Federal provisions for Federal-Aid construction contracts.
- 8.4 Itemized Bid Form.
- 8.5 The Consultant will assist the City in coordinating with MoDOT for Authority to Advertise.
- 8.6 One stamped PDF copy of the final plans and project manual to be provided to the City.

#### **Section 9 – Bidding Services**

- 9.1 The Consultant will answer RFIs from the Contractor or City during the advertisement/bidding period.
- 9.2 The Consultant will assist in the preparation of an agenda and attend a pre-bid meeting.
- 9.3 The Consultant will attend bid opening and assist with reviewing the bids and provide an opinion of bid and award recommendation.
- 9.4 The Consultant will assist with gathering necessary information and data and coordinating with MoDOT regarding bid acceptance concurrence.

#### **Section 10 – Environmental Review**

- 10.1 Obtain NEPA Classification. The Consultant will submit the Request for Environmental Review (RER) to MoDOT. The RER will be based on the preferred concept intersections selected.
- 10.2 Obtain key environmental clearance documentation as outlined in the MoDOT Local Public Authority Manual.
  - 10.2.1 Comply with Section 106 (Cultural Resources) and obtain SHPO's concurrence. It is assumed that due to the location of the project, a Phase I Cultural Resource survey would be required.
  - 10.2.2 Determine 4(f)/6(f) Involvement.
  - 10.2.3 Determine if 404 or 401 permits are required.
  - 10.2.4 Consultation with the Missouri Department of Natural Resources (MDNR) and the Missouri Department of Conservation (MDC) on State Threatened and Endangered Species.
  - 10.2.5 Consultation with U.S. Fish and Wildlife Service on Federal Threatened and Endangered Species. This will include the official information for Planning and Consultation (IPaC) results.
  - 10.2.6 Determine Floodplain Impacts and identify any required permits.
  - 10.2.7 Identify Hazardous Waste and coordinate with MDNR if found. It is assumed that a Phase I Environmental Site Assessment (ESA) will be required due to right-of-way acquisition.
  - 10.2.8 Determine Social/Economic/Environmental Justice



- 10.2.9 Determine if a noise analysis is required.
  - 10.2.10 Determine if the project is considered “regionally significant” and if an air quality analysis is required.
  - 10.2.11 Identification and documentation of potential farmland.
  - 10.2.12 Consultation with MDNR regarding land disturbance and identify any required permits.
- 10.3 It is assumed this project will be classified as a Programmatic CE2. If MoDOT determines that the project requires the completion of a Environmental Assessment (EA) or Environmental Impact Statement (EIS) due to the project impacts, that work will be negotiated as an additional service.
- 10.4 It is assumed that a Phase II Cultural Resources Survey, a noise study, or an air study will not be required.
- 10.5 It is assumed that Wetland Mitigation Fees will not be required.
- 10.6 It is assumed that no Section 404/401 permitting is required.

#### **Section 11 – Project Management and Meetings**

- 11.1 Project Setup and Kick-off Meeting. The Consultant will prepare the Project Work Plan (PWP) to include contract requirements, communication plan, design issues and criteria, budget, CADD procedures, schedule, and quality control plan. The design criteria will utilize the following documents where applicable:
- City of Sedalia Design Criteria
  - American Public Works Association (APWA)
  - AASHTO’s “Manual on Uniform Traffic Control Devices” (MUTCD)
  - AASHTO’s “A Policy on Geometric Design of Highways and Streets”
  - AASHTO’s “Roadside Design Guide”
  - MoDOT Design Criteria
  - Other publications as directed by the City.

Consultant will attend a kick-off meeting with the City at Sedalia City Hall.

- 11.2 Invoicing and Progress Reports. The consultant will develop invoices on a 4-week cycle. Each invoice will include a progress report including a description of progress over that period, anticipated efforts for the next period, outstanding issues, data needed, and any other pertinent information needed to communicate the progress of the project.
- 11.3 Progress Meetings. The Consultant will attend monthly progress meetings (12) total through the concept, preliminary, and final design phases. These will be used to discuss ongoing design progress, resolve issues, and obtain information. The PM will attend all these meetings with additional key staff as needed depending on the key issues for discussion. These will be virtual Microsoft Team meetings or be held in person at Sedalia City Hall.
- 11.4 Field Check Review Meeting. The Consultant will plan and attend a field check review meeting with the preliminary plans. The purpose would be to review the proposed improvements in the field with the City.

- 11.5 **Internal Coordination Meetings.** The Consultant will hold regular internal coordination meetings between the Project Manager and the discipline leads at approximate monthly intervals (12 total) through the concept, preliminary, and final design phase. These will be used to ensure interdisciplinary coordination, discuss ongoing design efforts, resolve issues, and maintain the flow of information.

## **Section 12 – Construction Phase Services**

- 12.1 At this time, construction phase services are not included in this contract. Once a Contractor is selected and construction timeline has been determined, Wilson & Company will negotiate a scope and fee for construction phase services as a supplemental service. The following scope items, at a minimum, will be included:.
- Attend pre-construction meeting.
  - Provide construction management reviews.
  - Provide on-site inspection.
  - Provide materials testing.
  - Review shop drawings.
  - Review RFI's, change orders, pay applications, etc.
  - Final inspection and letter of acceptance
  - Preparation of record drawings

### **Assumptions**

1. Full-size plan sheets are to be 22" x 34". US Customary (English) units of measure will be used in developing the design, construction plans, supplemental specifications, quantity estimates and estimates of probable construction.
2. Plan scale will be 1"=20'. Profile scale will be 1"=20' horizontal and 1"=10' vertical. The scale of other sheets will be modified depending on the level of detail required.

### **City Responsibilities**

1. Provide the Consultant with copies of all plats adjacent to the project in \*.tif format or hard copy as available.
2. Provide the Consultant with copies of all drainage and infrastructure plans, reports, studies, etc. along or adjacent to the project area.
3. Arrange and provide the facilities for all public and utility meetings.
4. Provide any recent bid tabs to assist in the development of the opinion of probable costs.
5. Obtain all necessary permits from the State or Federal agencies. The Consultant will assist the City as noted in the Scope of Services.

### **Items Not Included in the Scope of Services**

1. Any work requested by the City that is not included in the basic services will be classified as supplemental services. Supplementary services shall include, but are not limited to the following:
  - a. Changes in the scope, extent, or character of the project.
  - b. Revisions to the plans when inconsistent with previous approvals or instructions by the City.
  - c. Updating plans to reflect development that has occurred after the Final Plans are complete.
2. Full property survey or setting of new property corners if they are missing is not required.
3. CLOMR/LOMR (Letter of Map Revision) is not included in this scope and fee.

4. Structural design of bridges or retaining walls.
5. Flagging of the proposed right-of-way and easements as part of the appraisal process.
6. Design of an irrigation system for landscaped and grassed areas.
7. Easement and right-of-way acquisition will be performed by others.

**ATTACHMENT B**

**ESTIMATE OF COST**

**Wilson & Company MoDOT Cost Plus Fixed Fee**  
**MoDOT Job No. ST0090 S. Limit/W 32nd/Hwy B**

Estimated by: JAR/JCK  
Date: 6/04/2025

Title	Classification	Hours	Rate	Total Labor
Principal	P7	52	\$100.00	\$5,200.00
Project Manager	P5	219	\$70.00	\$15,330.00
Senior Engineer	P4	352	\$57.00	\$20,064.00
Unlicensed Engineer	P3	616	\$49.00	\$30,184.00
Intern Engineer 2	P2	451	\$44.00	\$19,844.00
Senior Design Technician	PD5	84	\$54.00	\$4,536.00
Design Technician	PD4	618	\$45.00	\$27,810.00
Senior Planner/Project Manager	PL6	103	\$73.00	\$7,519.00
Senior Planner	PL5	114	\$65.00	\$7,410.00
Planner	PL3	147	\$35.00	\$5,145.00
Junior Planner	PL2	80	\$29.00	\$2,320.00
Survey Manager	FS7	20	\$80.00	\$1,600.00
Survey Party Chief	FS6	62	\$67.00	\$4,154.00
Survey Party Chief	FS5	133	\$47.00	\$6,251.00
Survey Instrument Operator	FS3	133	\$27.00	\$3,591.00
Geospatial Program Manager	OP7	14	\$80.00	\$1,120.00
Sr. Geospatial Technician	OP5	144	\$42.00	\$6,048.00
Geospatial Technician IV	OP4	44	\$37.00	\$1,628.00
<b>Total Labor</b>		<b>3,386</b>		<b>\$169,754.00</b>
Overhead on Direct Labor @ 181.67%				\$308,392.09
Fixed Fee @ 12.75%				\$60,963.63

**Subtotal Labor** **\$539,109.72**

Expenses (*Denotes DBE Subconsultant)	Total Expenses
Subconsultant (HG Consult)*	9.9% \$66,053.60
Subconsultant (Palmerton & Parrish, Inc.)*	2.6% \$17,069.73
FCCM	0.95% \$1,612.66
Vehicle Mileage (Survey)	1,900 @ \$.70 mile \$1,330.00
Vehicle Mileage	3,130 @ \$.70 mile \$2,191.00
Per Diem	26 @ \$68 day \$1,768.00
Lodging	22 @ \$110 day \$2,420.00
Title Reports	25 @ \$500 each \$12,500.00
24"x36" Foam Core Display Boards	6 @ \$100 each \$600.00
Traffic Counts Vendor (GHA)	1 @ \$20138 LS \$20,138.00
Post Card Mailers	2 @ \$250 each \$500.00

**Subtotal Expenses** **\$126,182.99**

<b>TOTAL ESTIMATED FEE</b>	<b>\$665,292.71</b>
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Estimated by: JAS/JCX  
 Date: 6/04/2025

Classification	P7	P5	P4	P3	P2	P05	P04	P16	P15	P13	P12	P17	P18	P19	P20	P21	P22	P23	P24	P25	Total	Remarks
<b>Task 1 - Traffic Study</b>																						
Data Collection																						
Assemble Existing Traffic Signal Timing/Crash Data																					8	
Coordinate with Data Collection Vendor		4		2																	6	Vendor for traffic counts
Review and Compile Collected Data			4	6																	10	
Conduct a Field Visit				16																	16	
Analysis																						
Develop Existing Conditions Synchro Models (13 time periods)		2	4	16																	22	
Forecast Short-Term and Long-Term Traffic Volumes		4	6	12																	24	
No-Build Analysis (1 time period x 2 sections years - 6 scenarios)		1	4	16																	22	
Alt. Analysis/Performance (6 scenarios), Signal and Turn-Lane Warrants		4	8	30																	42	
Review Crash Data		2	0	12																	18	
Develop Intersection Improvement Strategies		4	10	16																	30	
Develop Cost Estimates		6	10	20																	36	
Report																						
Prepare Draft Report	2	8	16	24																	52	
Address Comments and Finalize Report	8	4	4	10																	26	
QA/QC																					8	
<b>Task 1 - Subtotal</b>	<b>10</b>	<b>36</b>	<b>68</b>	<b>156</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>310</b>	
<b>Task 2 - Data Collection and Field Survey</b>																						
Horizontal Control																						
Vertical Control																						
Properties and Section Line Locations																						
Alignments																						
Aerial Imagery and LiDAR	3																				12	
Topographic Surveying																					32	
Storm Sewer, Sanitary Sewer, Water, Gas, Fiber Optic																					7	
Location Survey Plan & Easements																					20	
Design																					31	
<b>Task 2 - Subtotal</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>116</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>62</b>	<b>333</b>	<b>323</b>	<b>14</b>	<b>344</b>	<b>44</b>	<b>682</b>
<b>Task 3 - Public Involvement</b>																						
Public Involvement Plan																						
Public Open House #1																						
Stakeholder Engagement																						
Public Open House #2																						
<b>Task 3 - Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Task 4 - Concept Plans</b>																						
Typical Sections																						
Horizontal and Vertical Alignments		1	2	2																		
Concept Intersection Geometrics		1	4	16																		
Drainage Improvements		1	8	16																		
Right-of-Way Impacts																						
Utility Impacts																						
Concept Plans		1	1	10																		
Concept Quantities and Opinion of Probable Construction Cost		1	4	6																		
Interim Quality Review		1	4	4																		
Conceptual Resolution		1	4	4																		
<b>Task 4 - Subtotal</b>	<b>3</b>	<b>11</b>	<b>37</b>	<b>66</b>	<b>0</b>	<b>68</b>	<b>80</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>245</b>	
<b>Task 5 - Preliminary Plans</b>																						
Preliminary Corridor Brief																						
Preliminary Plans																						
Title Sheet																						
General Notes & Quantities																						
Typical Sections		1	2	4																		
Roadway Plan and Profiles		1	2	4																		
Overseas Profiles																						
Intersection Details		1	4	14																		

Estimated by: JAN/JCK  
 Date: 6/04/2015

Classification	P7	P5	P4	P3	P2	P05	P04	P06	P05	P03	P02	P01	P00	F56	F55	F53	OP7	OP5	OP4	Total	Remarks
Storm Plans																					
Traffic Signal Sheets		1	4	12	8		8														53
Pavement Marking and Signing Sheets		2	8	16	32		40														98
Street Lighting Sheet (Includes Proformsheet)		3	2	4	16		40														63
Utility Sheets																					0
Water Main Relocation Sheets		1	4	8	16		16														45
Drainage Control Sheets																					0
Drainage Area Map		1	2	4	14		8														15
Cross Sections							20														40
Detailed H&H		1	24	60	40																125
Preliminary Quantities and Opinion of Probable Cost																					21
Internal QC and MoDOT LPA Checklist	4	8	8	14	16		8														56
Preliminary Plan Review Meeting	4	4	4																		12
Connect Resolution	2	2	2																		10
<b>Task 5 - Subtotal</b>	<b>8</b>	<b>25</b>	<b>82</b>	<b>199</b>	<b>261</b>	<b>0</b>	<b>224</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>799</b>	
<b>Task 6 - Right-of-Way Plans</b>																					
Right-of-Way Boundary Design		2	6	6			8														26
Right-of-Way Plan Sheets		8	16	24			16														64
Internal QC and MoDOT LPA Checklist	2	8	8																		18
Connect Resolution	1	4	4																		9
MoDOT Right-of-Way Coordination	1	4	4																		9
<b>Task 6 - Subtotal</b>	<b>4</b>	<b>26</b>	<b>40</b>	<b>32</b>	<b>0</b>	<b>0</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>126</b>	
<b>Task 7 - Final Plans</b>																					
Final Stationing Design			2	8	20																30
Final Plans			2	4	12		20														38
Update Previous Sheets			2	2	10		16														32
Geometric Sheet	1		1	1	2		2														3
Reference and Coordinate Point Sheets			1	1	2		2														3
Drainage Plans			1	1	2		2														3
Grading Plan			1	2	16		14														15
Pavement Marking and Signing Details																					19
Lighting Sheets and Lighting Quantity Sheets			1	4	8		8														21
Traffic Signal Sheets and Signal Quantity Sheets			1	2	8		8														19
Temporary Traffic Control Plans and Details			1	4	8		16														29
Construction Phasing and Access			2	4	40		24														70
Temporary Erosion Control																					
Storm Sewer Profiles			1	8	8		24														41
Drainage Calculations			1	8	74		8														41
Utility Relocation Plans																					0
Miscellaneous Details			1	2	4		8														0
Final Quantities and Opinion of Probable Cost																					0
Specifications		8	20																		0
Internal Quality Review and MoDOT LPA Checklist	2	8	8	10			8														0
Connect Resolution	1	2	2																		0
<b>Task 7 - Subtotal</b>	<b>3</b>	<b>20</b>	<b>47</b>	<b>65</b>	<b>180</b>	<b>0</b>	<b>176</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>463</b>	
<b>Task 8 - PS&amp;E</b>																					
Series Plans		1																			1
Scaled Project Manual		1	4																		5
Internal QC and MoDOT LPA PS&E Checklist				8	8		16														37
Revised Bid Form		1	4	8																	13
MoDOT Coordination for Authority to Advance		1	2																		3
PS&E Opinion of Probable Construction Cost		1	8	5																	17
<b>Task 8 - Subtotal</b>	<b>0</b>	<b>6</b>	<b>23</b>	<b>24</b>	<b>8</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>76</b>	
<b>Task 9 - Bidding Services</b>																					
Bid Opening																					
RFI's			16	16																	32
Pre Bid Meeting			2																		2
Bid Opening	1	4	4																		9

Estimated by: JAA/JCK  
Date: 6/04/2025

Classification	P7	P5	P4	P3	P2	P05	P04	P16	P15	P13	P12	P57	P56	P55	P53	OP7	OP5	OP4	Total	Remarks
MoDOT Coordination for Acceptance Concurrence		4	8																12	
<b>Task 9 - Subtotal</b>	<b>1</b>	<b>8</b>	<b>30</b>	<b>36</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>55</b>	
<b>Task 10 - Environmental</b>																				
Request for Environmental Review																			48	
Key Environmental Clearance Documentation								24	8	16									0	
Section 106/SHPO Concurrence								16	32	40									88	
Determine 4(f)/6(f)								2	2	2									6	
Determine 104/AD1								4											4	
Consult MDNR and MDC and T&E								8	16	16									36	
Consult U.S. Fish and Wildlife								1	2	2									5	
Determine Floodplain Impacts								2											2	
Identify Hazardous Waste								1	4	2									7	
Determine Socioeconomics/Environmental Justice								1	4	4									9	
Determine Noise Analysis								1	4	4									9	
Determine Air Quality Analysis								2	6	8									16	
Identify and Document Potential Impacts																			37	
Consult MDNR for Land Disturbance																			37	
<b>Task 10 - Subtotal</b>	<b>0</b>	<b>1</b>	<b>4</b>	<b>32</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>59</b>	<b>82</b>	<b>98</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>276</b>	
<b>Task 11 - Project Management</b>																				
Project Setup and Kick-off Meeting																			14	
Involve and Progress Reports																			12	
Progress Meetings																			58	
Field Check Review Meeting																			24	
Internal Coordination Meetings																			72	
<b>Task 11 - Subtotal</b>	<b>8</b>	<b>12</b>	<b>12</b>	<b>12</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>188</b>	
<b>Total</b>	<b>52</b>	<b>219</b>	<b>352</b>	<b>616</b>	<b>451</b>	<b>84</b>	<b>618</b>	<b>103</b>	<b>114</b>	<b>147</b>	<b>80</b>	<b>20</b>	<b>62</b>	<b>133</b>	<b>133</b>	<b>14</b>	<b>144</b>	<b>44</b>	<b>3,386</b>	



Estimated by: JAR/ICK  
 Date: 6/04/2015

Expenses	Quantity	Units	Unit Rate	Subtotal	Remarks
<b>Task 1 - Traffic Study</b>					
Vehicle Mileage	569	miles	\$ 0.70	\$ 398.30	
Traffic Counts Vendor (GS&A)	1	LS	\$ 20,138.00	\$ 20,138.00	
<b>Task 1 - Subtotal</b>				<b>\$ 20,486.30</b>	
<b>Task 2 - Data Collections and Field Survey</b>					
Vehicle Mileage (Survey)	1900	miles	\$ 0.70	\$ 1,330.00	
Per Diem	26	day	\$ 64.00	\$ 1,664.00	
Lodging	22	day	\$ 110.00	\$ 2,420.00	
Title Reports	25	each	\$ 500.00	\$ 12,500.00	
<b>Task 2 - Subtotal</b>				<b>\$ 16,914.00</b>	
<b>Task 3 - Public Involvement</b>					
Vehicle Mileage	800	miles	\$ 0.70	\$ 560.00	
Post Card Mailing	2	LS	\$ 350.00	\$ 700.00	
24" x 36" Foam Core Board	6	each	\$ 100.00	\$ 600.00	
<b>Task 3 - Subtotal</b>				<b>\$ 1,860.00</b>	
<b>Task 4 - Concept Plans</b>					
Vehicle Mileage				\$ -	
<b>Task 4 - Subtotal</b>				<b>\$ -</b>	
<b>Task 5 - Preliminary Plans</b>					
Vehicle Mileage	340	miles	\$ 0.70	\$ 238.00	
<b>Task 5 - Subtotal</b>				<b>\$ 238.00</b>	
<b>Task 6 - Right-of-Way Plans</b>					
<b>Task 6 - Subtotal</b>				<b>\$ -</b>	
<b>Task 7 - Final Plans</b>					
<b>Task 7 - Subtotal</b>				<b>\$ -</b>	
<b>Task 8 - PS&amp;E</b>					
<b>Task 8 - Subtotal</b>				<b>\$ -</b>	
<b>Task 9 - Bidding Services</b>					
Vehicle Mileage	680	miles	\$ 0.70	\$ 476.00	
<b>Task 9 - Subtotal</b>				<b>\$ 476.00</b>	
<b>Task 10 - Environmental</b>					
Vehicle Mileage	440	miles	\$ 0.70	\$ 308.00	
<b>Task 10 - Subtotal</b>				<b>\$ 308.00</b>	
<b>Task 11 - Project Management</b>					
Vehicle Mileage	370	miles	\$ 0.70	\$ 259.00	
<b>Task 11 - Subtotal</b>				<b>\$ 259.00</b>	
<b>Total</b>				<b>\$ 41,447.00</b>	

WORK BREAKDOWN STRUCTURE			HOUR DETAIL						COST DETAIL			
US-451 W 32nd Street Improvements			Hg Consult, Inc.						Hg Consult, Inc.			
City of Sedalia, MO			Labor Rates						Time: 10:31 AM			
WORK ELEMENT	WORK ELEMENT DESCRIPTION		Date: 05/16/25						TOTAL % OF			
			\$100.00	\$50.00	\$65.00	\$50.00	\$50.00	\$50.00	TOTAL	% OF	DIRECT LABOR COSTS	TOTAL COSTS
			PH	PM	EN	JE	TE	PA	HOURS	TOTAL	PAR Rate	
1	Data Collection											
1.0	Data Collection											
1.1	Verify Provided Data/CAD Files								12	3.4%	\$700.00	\$1,056.32
	SUBTOTAL		0	0	4	0	0	0	12	3.4%	\$700.00	\$1,056.32
2	Pavement Marking & Signage											
2.1	Pavement Marking & Signage											
2.1.1	Existing Signage Plans				2	1			19	2.8%	\$570.00	\$818.43
2.1.2	Proposed Pavement Marking & Signage Plans - Preliminary				2	8	24		34	9.5%	\$2,000.00	\$2,815.20
2.1.3	Proposed Pavement Marking & Signage Plans - Final				7	8	10		35	7.3%	\$1,500.00	\$2,242.68
2.1.4	Pavement Marking & Signage Details				2	4	8		12	2.4%	\$700.00	\$1,056.32
2.1.5	Quantities (Prelim & Final)				2	5	0		18	4.5%	\$900.00	\$1,423.22
2.1.6	QA/QC (Prelim & Final)				4	5	0		23	5.6%	\$1,290.00	\$1,840.13
	Subtotal		0	10	36	72	0	0	118	28.0%	\$7,160.00	\$10,306.96
3	Erosion Control Plans											
3.1	Erosion Control Plans											
3.1.1	Erosion Control Plans - Preliminary				2	10	24		42	11.7%	\$2,520.00	\$3,632.76
3.1.2	Erosion Control Plans - Final				2	12	24		38	10.6%	\$2,380.00	\$3,246.88
3.1.3	Erosion Control Details				1	4	8		13	3.6%	\$700.00	\$1,121.53
3.1.4	Quantities (Prelim & Final)				1	5	0		16	4.2%	\$810.00	\$1,308.22
3.1.5	QA/QC (Prelim & Final)				4	5	0		20	5.6%	\$1,290.00	\$1,840.13
	Subtotal		0	10	46	72			128	25.9%	\$7,730.00	\$11,141.49
4	Utility Coordination											
4.1	Project Management & Reporting											
4.1.1	Utility Coordination					100			100	27.8%	\$5,500.00	\$7,906.85
									0	0.0%	\$0.00	\$0.00
									0	0.0%	\$0.00	\$0.00
	Subtotal		0	0	0	100	0	0	100	27.8%	\$5,500.00	\$7,906.85
5	Project Management & Reporting											
5.1	Project Management & Reporting											
5.1.1	Project Coordination				8				8	2.2%	\$640.00	\$922.09
5.1.2	Internal Team Coordination				8	0	8		24	6.7%	\$1,600.00	\$2,306.34
5.1.3	Project Controls and Reporting							8	6	2.2%	\$480.00	\$690.05
5.1.4	QA/QC											
	Subtotal		0	16	0	0	0	8	40	11.2%	\$2,720.00	\$3,918.37
												\$0.00
												\$0.00
												\$0.00
TOTAL HOURS			0	36	36	260	0	0	380	100.0%	\$23,770.00	\$34,171.75
% OF TOTAL HOURS			0.0%	10.0%	26.5%	72.0%	0.0%	2.5%	100.0%			

CONSULTANT SUMMARY			
Hg Consult, Inc.			
US-451 W 32nd Street Improvements			
City of Sedalia, MO		Time:	10:31 AM
0			
DIRECT LABOR COSTS (DLC)			
Class	Rate	Rate/Hr.	DLC
PR	Principal	\$100.00	\$0.00
PM	Project Manager	\$20.00	\$2,820.00
EN	Engineer	\$45.00	\$6,110.00
JE	Junior Engineer	\$55.00	\$14,300.00
TE	Technician	\$30.00	\$0.00
PA	Project Analyst	\$50.00	\$480.00
Direct Labor Costs (DLC)			\$23,770.00
OH Multiplier	143.78%		\$34,171.75
Profit	14.00%		\$3,911.45
SUBTOTAL DIRECT LABOR COST, OH COSTS,			\$66,483.90
OTHER DIRECT COSTS			
Category	Rate	Units	Cost
Reproduction and Printing	\$ 0.05	copy	\$0.00
Reproduction and Printing	\$ 0.25	copy	\$0.00
Reproduction and Printing	\$ 65.00	hour	\$0.00
Reproduction and Printing	\$ 160.00	1.5	\$0.00
SDR Hazardous Material	\$ 6,500.00	1.0	\$0.00
Air Travel	\$ 150.00	trip	\$0.00
Auto Mileage	\$ 0.670	mile	\$0.00
Rental Car	\$ 60.00	day	\$0.00
Rental Car Gas	\$ 0.14	mile	\$0.00
Meals/Lodging	\$ 150.00	day	\$0.00
Postage and Supplies	\$ 250.00	1.5	\$0.00
SUBTOTAL OTHER DIRECT COSTS			\$0.00
TOTAL Hg Consult			\$66,483.90
Summary of Prime + Subcontractors			
	ONE	Non-ONE	TOTAL
Hg Consult	\$66,483.90		\$66,483.90
TOTAL AGREEMENT			\$66,483.90



PALMERTON & PARRISH, INC.

4168 W. KEARNEY ST.  
SPRINGFIELD, MO 65803  
Ph: (417) 864-6000  
[www.ppimo.com](http://www.ppimo.com)

## PROFESSIONAL SERVICES AGREEMENT

May 27, 2025 (Revised)

Mr. Jesus Rodriguez, P.E.  
Wilson & Company, Inc.  
800 E. 101<sup>st</sup> Terrace, Suite 200  
Kansas City, MO 64131  
[jesus.rodriguez@wilsonco.com](mailto:jesus.rodriguez@wilsonco.com)

RE: PROPOSAL FOR GEOTECHNICAL INVESTIGATION  
US 65 and Route B Intersection Improvements  
Sedalia, Missouri

Dear Mr. Rodriguez:

Palmerton & Parrish, Inc. (PPI) appreciates the opportunity to submit this proposal for a Subsurface Investigation and Geotechnical Engineering Report. The sections below summarize PPI's Project Understanding, planned Scope of Services, and Estimated Cost.

### PROJECT UNDERSTANDING

Based upon the information provided, the City of Sedalia, in conjunction with MoDOT, is planning to improve the US 65 and Route B intersection. As an add alternate, the US 65 and Sacajawea Rd. intersection to the south may also be improved.

**Traffic control, to be performed by a subcontractor, has been included in this proposal.**

### SCOPE OF SERVICES

PPI's scope of services will include a field subsurface investigation, laboratory testing, engineering analysis, and preparation of a geotechnical engineering report. The scope of the field subsurface investigation and laboratory testing program has been developed in general accordance with the Missouri Department of Transportation's (MoDOT) Technical Guidelines for Geotechnical Investigations.

#### Field Subsurface Investigation:

As requested, PPI has based this proposal on drilling five (5) borings at the proposed site. See approximate boring locations shown below. Pavement borings will be extended to 5 ft. in depth, while drainage borings will be extended to 10 ft. in depth, or refusal on bedrock, whichever is deeper. For purposes of projecting a cost, bedrock is anticipated at a depth below 10 ft.

Drilling and sampling methods will be as generally outlined below.

- Borings will be logged in the field by a PPI Engineer or Geologist;
- Subsurface borings will be drilled using 4.5-inch O.D. solid stem augers;
- Pavement will be cored with a 6" diameter diamond impregnated core barrel;
- Dynamic Cone Penetrometer (DCP) tests will be performed beneath the pavement in order to determine an in-situ CBR value of the subgrade;
- Soil samples will be collected at 2.5 to 5-foot centers during drilling for the pavement borings. With drainage borings, no samples will be obtained;
- Soil sample types will include split spoon samples collected during performance of the Standard Penetration Test (ASTM D1586);
- Groundwater levels will be measured during drilling and upon completion of drilling; and

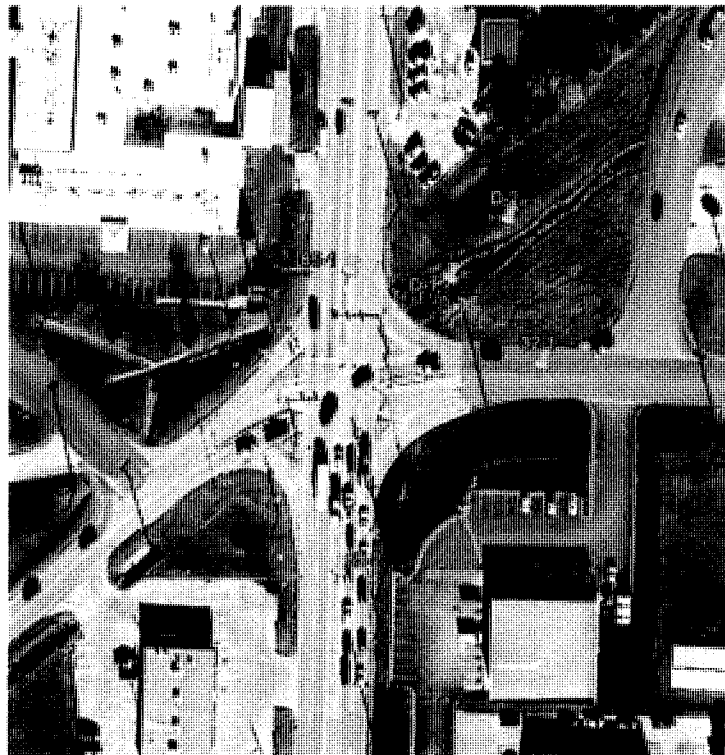
- Pavement borings will be backfilled with grout. Drainage borings will be backfilled with cuttings; Traffic control will include signage and cones only for borings drilled in the turn lanes for the Route B intersection and flaggers with a lane drop along Sacajawea Rd., if drilled.

**Laboratory Testing Program:**

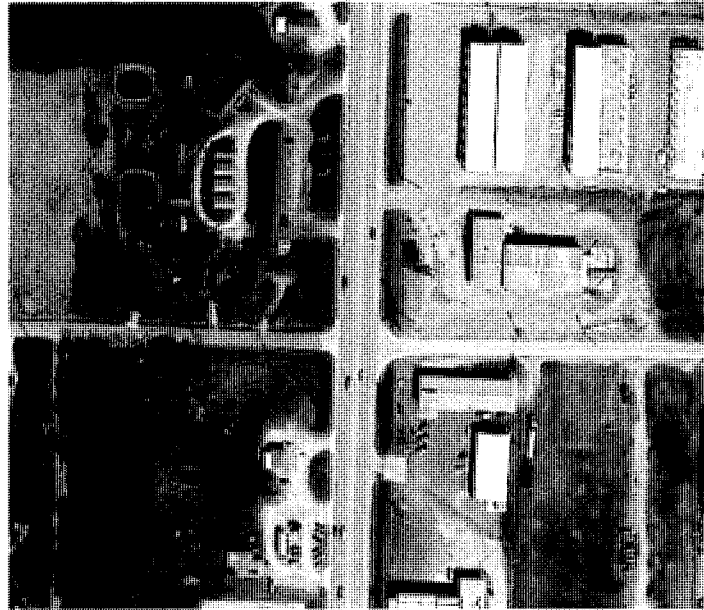
Soil samples will be sealed and transported to PPI's Springfield Laboratory for further evaluation and completion of laboratory testing. Laboratory testing will include the following:

- Atterberg Limits (ASTM D4318);
- Grain Size Analysis (ASTM D6913);
- Moisture Content (ASTM D2216);
- Grain Size Analysis with Hydrometer (ASTM D6913); and
- Pocket Penetrometer Strength.

The specific number and types of laboratory tests that will be performed will be influenced by the subsurface conditions encountered in the field and the quality of samples. The exact scope of the laboratory testing program will not be determined until the field investigation is complete.



**US 65 & Route B Intersection Borings**



US 65 & Sacajawea Rd. Intersection Borings

**Geotechnical Engineering Report:**

Collected field and laboratory data will be analyzed, and a formal Preliminary Foundation Report and a Geotechnical Engineering Report will be prepared. The Report will include the following:

- Site Location Plan;
- Boring Location Plan;
- Gint generated Boring Logs showing the results of field and laboratory testing;
- Pavement core photographs;
- DCP Results
- Typical in-site pavement sections and subgrade materials;
- Subgrade preparation recommendations; and
- Depth to rock, if present, within the drainage borings.

**ESTIMATED COST**

PPI will provide the scope of services outlined in this proposal on a time and materials basis with estimated costs broken down below. A breakdown of PPI's cost using the Overhead Rate Method in accordance with MODOT's Engineering Policy Guide 136.4.2.7.3.1 is presented at the end of the proposal.

Item	Estimated Cost
US 65 & Route B Intersection Improvements - Geotechnical Engineering Investigation & Report	\$17,069.73

PPI's estimated cost is based on the assumptions listed below.

- Right-of-entry, if required, will be obtained by others prior to PPI's mobilization;
- It is assumed that the site is accessible by PPI's track-mounted drilling equipment. This proposal does not include an allowance for site clearing or earthwork to accommodate drill rig access;
- Borings will be staked in the field by PPI's drill crew;
- PPI will notify the Missouri One Call System to locate and mark public utilities;
- These services are not subjected to prevailing wage requirements;



- All private utilities, if any, will be located and marked in the field by others prior to PPI's mobilization;
- Field work will commence during normal business hours, Monday through Friday with no holiday or weekend work; and
- All samples will be stored at PPI's Springfield Laboratory until 30 days after the final report is issued, at which time, the samples will be discarded.

PPI will notify the Client if unanticipated conditions encountered during the field investigation merit a change in scope beyond that discussed in this proposal. In any event, we will not exceed projected costs without your prior approval.

#### **PAYMENT TERMS**

PPI shall present monthly invoices for services or present a single invoice at completion of services and Client shall pay the full amount thereof within thirty (30) days after presentation. Any charges held to be in dispute by Client shall be identified in writing to PPI within ten (10) days after presentation of PPI's invoice or shall be paid in full per the terms of this Agreement. If payment in full is not received per the terms of this Agreement, PPI shall have the right to suspend services and withhold all documents until payment is received and apply a 5% delinquency charge on the unpaid balance from the date of the invoice. Payment of such charge shall not excuse the default in payment or terminate the unperformed portion of this Agreement. *Payment to PPI shall NOT be withheld, postponed, or made contingent on the construction, completion or success of the Project(s) or made contingent upon Client receiving payment or reimbursement from Project Owner, Contractor, or any other source.*

#### **TERMS & CONDITIONS OF SERVICE**

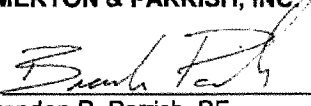
Please call our Springfield office at (417) 864-6000 if you have any questions regarding this proposal or if you need additional information.

This proposal will be open for acceptance for a period of 15 days from the date set forth above, unless changed by PPI in writing.

Client acknowledges that it has reviewed the General Conditions and any attachments or exhibits attached hereto, which are expressly made a part of and incorporated into this Agreement by reference.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below.

**PALMERTON & PARRISH, INC.**

By   
Brandon R. Parrish, PE  
Geotechnical Engineer / Vice President

Attachments:

General Conditions

Estimated Costs for Geotechnical Investigation



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By signing below, you acknowledge you have full authority to bind Client to the terms of the Agreement. Your signature below authorizes and accepts the terms set forth herein:

**CLIENT**

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

**Additional Information**

Additional Contact Information  
[if different from above]

Report Transmittal Instructions:  
[email(s) for distribution list]

Invoice Transmittal Instructions:  
[email(s) for invoice(s); hard copy requested, etc.]

Other Information:

**GENERAL CONDITIONS**

**STANDARD OF CARE**

PPI shall perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). PPI shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. PPI makes no warranties or guarantees, express or implied, under this Agreement or otherwise in connection with PPI's services. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified.

**CODE COMPLIANCE**

PPI shall review applicable laws, codes, and regulations and, in the provision of its Services, shall respond to such requirements imposed by the governmental authorities having jurisdiction over the Project and reasonably known to PPI at the time services are provided. Client acknowledges that the requirements of federal, state, and local laws, rules, codes, ordinances, and regulations, including, but not limited to, the Americans with Disabilities Act, are subject to various and possible contradictory interpretations. PPI will use reasonable professional efforts and judgment to correctly interpret and apply such requirements. PPI, however, cannot and does not warrant or guarantee that its services and documents will comply with all such interpretations and requirements.

**LIMITATION OF LIABILITY**

In recognition of the relative risks and benefits of the Project to both Client and PPI, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, the total liability, in the aggregate, of PPI, PPI's officers, directors, partners, employees, agents, and subconsultants, to Client, and anyone claiming by, through, or under Client for any claims, losses, costs, or damages whatsoever, including without limitation attorneys' fees and costs and expert witness fees and costs arising out of, resulting from or in any way related to this Project or Agreement from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability,



breach of contract, or breach of warranty, shall not exceed the total compensation received by PPI or twenty-five thousand dollars (\$25,000), whichever is greater.

#### MUTUAL INDEMNITY

PPI and Client each agree to indemnify the other against liability, damages, costs and expenses including reasonable attorney's fees and expenses recoverable under applicable law (collectively "Damages") that are caused to the other due to the negligence of the indemnifying party, but only to the extent of the indemnifying party's negligence. Neither PPI nor Client shall be required to indemnify the other to the extent Damages arise from or are caused by the indemnified party's own negligence (whether sole, concurrent, or contributory). Neither PPI nor Client shall have a duty to provide the other an up-front defense of any claim.

#### OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by PPI pursuant to this Agreement are instruments of PPI's professional service, and PPI shall retain ownership and property interest therein, including all copyrights. Upon payment in full for services rendered, PPI grants Client a license to use instruments of PPI's professional service for the purpose of constructing, occupying, or maintaining the Project. Reuse or modification of any such documents by Client, without PPI's written permission, or use of documents after termination, shall be at Client's sole risk, and Client agrees to indemnify, defend, and hold PPI harmless from all claims, damages, and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

#### DISCLAIMER OF THIRD PARTY RELIANCE

Nothing contained in this Agreement shall create a contractual relationship or a cause of action in favor of a third party against either the Client or PPI.

#### DISPUTE RESOLUTION

Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to a meet-and-confer session as a condition precedent to mediation.

Client and PPI shall endeavor to resolve claims, disputes, and other matters in question during the meet-and-confer session. The meet-and-confer session shall be attended by Client and PPI or their authorized representatives who shall have the authority to bind the parties. The meet-and-confer session shall take place within thirty (30) days after a request by either party, unless the parties mutually agree otherwise. Prior to the meet-and-confer session, the parties shall exchange relevant information that will assist in resolving the claim, dispute, or controversy.

If the parties reach a mutually acceptable resolution, they shall prepare appropriate documentation memorializing the resolution. If the parties cannot reach a mutually acceptable resolution, they shall proceed to mediation as a condition precedent to binding dispute resolution. If the parties do not resolve a dispute through mediation, the parties shall mutually agree on a method of binding dispute resolution, either litigation in a court of competent jurisdiction or arbitration.

#### INSURANCE

PPI maintains insurance, which PPI deems to be adequate. Certificates of Insurance evidencing such coverage will be provided, if requested.

#### GOVERNING LAW

The Agreement shall be governed by the Laws of the State of Missouri.

#### CONSTRUCTION RESPONSIBILITIES

Client understands and acknowledges that: (1) PPI has no control over, charge of, or responsibility for construction activities or jobsite safety on the Project; (2) Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, jobsite safety, and security; and (3) PPI shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents.





<b><u>Projected Cost for Geotechnical Investigation - US 65 &amp; MO-B</u></b>						
<b>1. DIRECT SALARY COSTS</b>						
<b>NO.</b>	<b>TITLE</b>	<b># Days</b>	<b># Hrs/Day</b>	<b>Total Hrs</b>	<b>Rate/Hr</b>	<b>Extended cost</b>
a	Principal	-	-	1.5	\$ 69.71	\$104.57
b	Project Manager	-	-	3.5	\$ 69.33	\$242.66
c	Project Engineer	-	-	21.0	\$ 46.52	\$976.92
d	Engineer In Training/Geologist in Training	-	-	16.0	\$ 38.38	\$614.08
e	Drilling Supervisor	-	-	2.0	\$ 33.00	\$66.00
f	Clerical	-	-	2.0	\$ 25.00	\$50.00
<b>TOTAL</b>				<b>46.0</b>		<b>\$2,054.22</b>
<b>2. LABOR &amp; GENERAL ADMINISTRATIVE OVERHEAD</b>						
Percentage of Direct Salary Costs @		222.41	%			\$4,568.79
<b>3. SUBTOTAL</b>						
Items 1 & 2						\$6,623.01
<b>4. PROFIT</b>						
15% of Item 3 Subtotal						\$993.45
Subtotal (Item 3 & 4)						\$7,616.46
<b>5. OUT OF POCKET EXPENSES</b>						
		<b># Days</b>	<b># Mi/Day</b>	<b>Total Mi</b>	<b>Rate/Mi</b>	<b>Extended cost</b>
a	Geologist Pickup Mileage	4	125	250.0	\$ 0.700	\$175.00
Subtotal						\$175.00
<b>6. UNIT FEE COSTS</b>						
See Attached Spreadsheet						\$9,278.27
<b>TOTAL PROJECTED COSTS - GEOTECHNICAL INVESTIGATION</b>						<b>\$17,069.73</b>



## Projected Unit Fees

NO.	ITEM DESCRIPTION	UNIT COST		UNITS	EXTENSION
<b>BORINGS, DRILLING &amp; SAMPLING METHODS:</b>					
1	Drill Rig Mobilization	\$3.50	/mi.	240.00	\$840.00
2	Support Truck Mileage	\$1.39	/mi.	250.00	\$347.50
3	Return Trips	\$1.39	/mi.	0.00	\$0.00
5	Difficult Set-Up/Load & Unload	\$186.26	/ea.	4.00	\$745.04
6	Hotel & Per Diem (3 man crew)	\$675.00	/day	1.00	\$675.00
7.3	Vacuum Excavator	\$2,223.49	/day		\$0.00
8	Pavement Saw Rental	\$160.00	/day		\$0.00
9	6" Concrete Pavement Core - Target Drill	\$9.04	/in.	32.00	\$289.28
10	DCP Test - Each	\$112.50	/ea.	4.00	\$450.00
11	Rotary Drilling Below Bridge Deck to Surface	\$18.50	/ft.	0.00	\$0.00
12	Drilling & Patching Bridge Deck/Road	\$100.00	/ea.	4.00	\$400.00
13	Soil Drilling - 0 to 20'	\$18.35	/ft.	40.00	\$734.00
	20 to 40'	\$21.56	/ft.	0.00	\$0.00
	40 to 60'	\$24.45	/ft.		\$0.00
14	Split Spoon Testing - 0 to 20'	\$43.08	/ea.	8.00	\$344.64
	20 to 40'	\$50.94	/ea.	0.00	\$0.00
	40 to 60'	\$58.82	/ea.		\$0.00
15	3-inch Diameter Shelby Tube - 0 to 20'	\$43.08	/ea.	0.00	\$0.00
	20 to 40'	\$50.94	/ea.		\$0.00
	40 to 60'	\$58.82	/ea.		\$0.00
16	NQ Core - 0 to 20'	\$68.40	/ft.	0.00	\$0.00
	20 to 40'	\$75.67	/ft.	0.00	\$0.00
	40 to 60'	\$79.16	/ft.	0.00	\$0.00
	<60'	\$84.98	/ft.		\$0.00
17	Grout Backfill - pavement borings	\$12.00	/ft.	40.00	\$480.00
18	Backfill boring - cuttings (drainage borings)	\$20.00	/ea.	2.00	\$40.00
19	Traffic Control	\$3,038.88	LS	1.00	\$3,038.88
<b>SUBTOTAL; BORINGS, DRILLING &amp; SAMPLING METHODS</b>					<b>\$8,384.34</b>
<b>LABORATORY TESTING PROGRAM:</b>					
1	Moisture Content Test	\$11.36	/ea.	8.00	\$90.88
2	Atterberg Limits Test	\$111.75	/ea.	5.00	\$558.75
3	Grain Size (SS)	\$88.47	/ea.	2.00	\$176.94
4	Unconfined Compressive Strength (Soil)	\$90.80	/ea.	0.00	\$0.00
5	CU triaxial or drained Direct Shear	\$1,164.13	/ea.	0.00	\$0.00
6	Grain Size & Hydrometer for Scour Analysis	\$209.55	/ea.	0.00	\$0.00
7	Unconfined Compressive Strength (Rock)	\$120.00	/ea.	0.00	\$0.00
8	Pocket Penetrometer	\$8.42	/ea.	8.00	\$67.36
<b>SUBTOTAL; LABORATORY TESTING PROGRAM</b>					<b>\$893.93</b>
<b>EXTERNAL LABORATORY TESTING PROGRAM</b>					
1	Corrosion to Pipes - Midwest	\$165.00	/ea.		\$0.00
2	Miller Box Resistivity - SET	\$260.00	/ea.		\$0.00
<b>SUBTOTAL; External LABORATORY TESTING PROGRAM</b>					<b>\$0.00</b>
<b>ESTIMATED COST</b>					<b>\$9,278.27</b>

## **ATTACHMENT C**

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

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#### **INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the

method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.  
<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **ATTACHMENT D**

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS**

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#### **INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.  
<https://www.epls.gov/eplsearch.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Attachment E**  
**Disadvantage Business Enterprise Contract Provisions**

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.



8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

**Attachment F – Fig. 136.4.15**  
**Conflict of Interest Disclosure Form for LPA/Consultants**  
Local Federal-aid Transportation Projects

**Firm Name (Consultant):** Wilson & Company, Inc., Engineers & Architects

**Project Owner (LPA):** City of Sedalia

**Project Name:** S. Limit Ave/W 32nd/Hwy B

**Project Number:** ST0090

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

☒ No real or potential conflicts of interest  
If no conflicts have been identified, complete and sign this form and submit to LPA

☐ Real conflicts of interest or the potential for conflicts of interest  
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

LPA

Consultant

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

Printed Name: Justin Klaudt

Signature: \_\_\_\_\_

Signature: 

Date: \_\_\_\_\_

Date: 6/5/25

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

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

**AN ORDINANCE AUTHORIZING CHANGE ORDER NUMBER FOUR FOR STORM DRAINAGE IMPROVEMENTS PROJECT AREA #35.**

**WHEREAS**, the City has received change order number 4 from S & A Equipment and Builders, LLC for Storm Drainage Improvements Project Area #35; and

**WHEREAS**, under the change order, the City of Sedalia shall receive a deduction in the sum and amount of Thirty-five Thousand Three Hundred Fifty-two Dollars and Eighty Cents (\$35,352.80) from S & Equipment and Builders, LLC as more fully described in the proposed change order attached and incorporated by reference herein.

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

**Section 1.** The Council of the City of Sedalia, Missouri hereby approves and accepts change order number 4 by and between the City of Sedalia, Missouri and S & A Equipment and Builders, LLC in substantively the same form and content as the change order has been proposed.

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

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

**Section 4.** This ordinance shall 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 16<sup>th</sup> day of June 2025.

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

Approved by the Mayor of said City this 16<sup>th</sup> day of June 2025.

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

ATTEST:

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



*Let's Cross Paths*

## **City of Sedalia**

*200 S. Osage*

*Sedalia, MO 65301*

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

---

To: Matthew Wirt, Interim City Administrator  
Through: Chris Davies, City Engineer  
From: Jeremy Stone, Public Works Project Manager  
Date: June 10, 2025  
Subject: 2021-181B Storm Drainage Improvements Project Area 35-Change Order #4

*[Signature]* 6/11/2025

The Public Works Department received Change Order #4 (attached) request from S&A Equipment and Builders, LLC. for the above mention project, which is located in the area of S. Beacon Ave. and W. 13<sup>th</sup> St. within the City of Sedalia. This project is a part of the Department of Natural Resources ARPA Grant funded stormwater project and this change order has been reviewed and approved by the Department of Natural Resources which is a requirement of this project.

The attached Change Order #4 details the finalized unit quantities actually installed during the construction process.

The total deduct for Change Order #4 is \$35,352.80, which would bring the total project cost to \$286,698.00.

Thank you for your consideration.

## CHANGE ORDER

SHEET NO. (1) OF 1

SEQUENCE NO.: Change Order #4

TO S&A Equipment and Builders CONTRACTOR

PROJECT NO.: Sedalia Storm Area 35

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

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


The City of Sedalia and S&A Equipment and Builders agreed to install seed and mulch in lieu of sodding

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

(A) EST. LINE NO.	(B) ITEM NO.	(C)  ITEM DESCRIPTION	(D) UNITS PREVIOUSLY PROVIDED FOR	(E) UNITS TO BE CONSTRUCTED	(F) UNITS OVERRUN, UNDERRUN, CONTINGENT	(G) CONTRACT OR AGREED UNIT PRICE	(H) AMOUNT OF OVERRUN OR PLUS CONTINGENT	(I) AMOUNT OF UNDERRUN OR MINUS CONTINGENT
(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)
	20	Sodding	420	0	(420)	\$76.30		(\$32,046.00)
	20	Seed and Mulch	0	420		\$11.90	\$4,998.00	
	6	Type 1 Curb and Gutter	31	43	12	\$85.40	\$1,024.80	
	5	Watermain Replacement	80	0	(80)	\$116.62		(\$9,329.60)
							\$6,022.80	(\$41,375.60)

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

1. CONTRACT AMOUNT		\$232,629.83	<b>4. COMMENTS:</b>
2. OVERRUN THIS ORDER (H-I)	(\$35,352.80)		
3. OVERRUN PREVIOUS (LINES 4 ON PREV. ORDERS)	\$89,420.97		
4. TOTAL OVERRUN TO DATE (2 + 3)		\$54,068.17	
5. TOTAL (1 + 4)		\$286,698.00	

	<div>THE TERMS OF SETTLEMENT OUTLINED ABOVE ARE HEREBY AGREED TO.</div> <div><div>PROJECT MANAGER'S SIGNATURE</div><div></div><div><div>DATE</div><div>Digitally signed by Patrick Sapp Date: 2025.05.29 06:04:56 -05'00'</div></div></div> <div><div>CONTRACTOR'S SIGNATURE</div><div></div></div>

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

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

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

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

**WHEREAS**, on April 30, 2025, a petition was submitted to the City Council of Sedalia, Missouri, under the provisions of Section 71.012 RSMo. whereby Autumn Creek Development LLC hereinafter described desires to have said real estate annexed into the corporate limits of the City of Sedalia, Missouri; and

**WHEREAS**, the City Council of the City of Sedalia, Missouri, held a public hearing on the 19 day of May, 2025, after having first given public notice of said public hearing by publication on May 9, 2025, in *The Sedalia Democrat*; and

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

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

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

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

**Section 2.** The entire tract shall be zoned M-1 Light Industrial. The legal description is more particularly described on Exhibit A attached hereto.

**Section 3.** After said annexation, the entire tract shall be made part of Ward 4 of the City of Sedalia, Missouri.

**Section 4.** The City Clerk is hereby ordered and directed to cause three certified copies of this ordinance to be filed with the Office of County Clerk of Pettis County, Missouri, and placed on record with the Pettis County Recorder of Deeds.

**Section 5.** 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 16<sup>th</sup> day of June 2025.

---

Presiding Officer of the Council

Approved by the Mayor of said City this 16<sup>th</sup> day of June 2025.

---

Andrew L. Dawson, Mayor

ATTEST:

---

Jason S. Myers  
City Clerk



## EXHIBIT A

Legal description:

*A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 45, RANGE 21, IN THE COUNTY OF PETTIS MISSOURI, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY R. KEVIN STERRETT, MO PLS #2469 OF HG CONSULT INC. AS FOLLOWS:*

*COMMENCING AT THE NORTHEAST CORNER OF SECTION 17, TOWNSHIP 46, RANGE 21 PER MLS DOC. NO. 600-84496; THENCE S00°55'57"W ALONG THE EAST LINE OF SAID SECTION A DISTANCE OF 660.00' TO THE POINT OF BEGINNING.*

*THENCE, S00°55'57"W ALONG SAID SECTION LINE A DISTANCE OF 668.31'; THENCE N87°58'33"W A DISTANCE OF 666.99'; THENCE N01°03'05"E ALONG THE EAST LINE OF THE CITY LIMITS OF SEDALIA A DISTANCE OF 630.22'; THENCE N88°44'56"E A DISTANCE OF 666.05' TO THE POINT OF BEGINNING.*

*CONTAINING 9.93 ACRES - (432,548.59 SF) MORE OR LESS.*

## PETITION FOR ANNEXATION

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

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

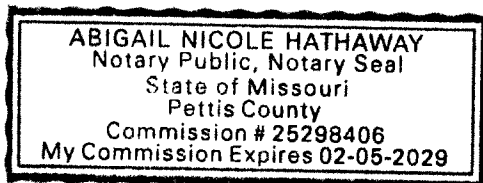
By: [Signature]  
Name: BRIAN COLSON-MANAGER  
Title: Manager - member

State of Missouri       )  
                                  ) SS

County of Pettis       )

On this 30 day of April, 2025 before me personally appeared BRIAN COLSON-MANAGER to me personally known, who being duly sworn, did say that HE is BRIAN COLSON-MANAGER, and that the foregoing instrument was signed and sealed on behalf of AUTUMN CREEK DEVELOPMENT LLC.

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



[Signature]  
Notary Public

(SEAL)

# EXHIBIT A

## AUTUMN CREEK – ANNEXATION LEGAL DESCRIPTION

A tract of land located in the Northeast Quarter of Section 17, Township 45, Range 21, in the County of Pettis Missouri, said tract being more particularly described by R. Kevin Sterrett, MO PLS #2469 of Hg Consult Inc. as follows:

Commencing at the Northeast Corner of Section 17, Township 46, Range 21 per MLS Doc. NO. 600-84496; thence  $S00^{\circ}55'57''W$  along the east line of said section a distance of 660.00' to the Point of Beginning.

Thence,  $S00^{\circ}55'57''W$  along said section line a distance of 668.31'; thence  $N87^{\circ}58'33''W$  a distance of 666.99'; thence  $N01^{\circ}03'05''E$  along the east line of the City limits of Sedalia a distance of 630.22'; thence  $N88^{\circ}44'56''E$  a distance of 666.05' to the Point of Beginning. Containing 9.93 acres – (432,548.59 SF) more or less.



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

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

**AN ORDINANCE APPROVING THE PRELIMINARY AND FINAL PLAT FOR AUTUMN CREEK DEVELOPMENT LLC, AN ADDITION TO THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI ON CERTAIN PROPERTY LOCATED AT 3503 SOUTH LIMIT, IN THE CITY OF SEDALIA, MISSOURI.**

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

**Section 1,** the preliminary and final plat of Autumn Creek Development LLC on property located at 3503 South Limit, an addition to the City of Sedalia, Missouri, a copy of which is attached to this ordinance and incorporated herein by reference along with all other documents required under Section 52-37 of the Code of Ordinances of the City of Sedalia, Missouri, all referred to as Exhibit “A”, having been approved by the Planning & Zoning Commission on June 4, 2025, by a 7 – Yes, 0 – No vote and thereafter received and considered by City Council is hereby approved as set forth.

**Section 2.** The legal description for the above subdivision is as follows:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED BY REFERENCE

**Section 3.** The said real estate mentioned in Section 1 is described and attached to this ordinance as Exhibit A.

**Section 4.** The public utility easements as shown on said plat are hereby dedicated to the public use.

**Section 5.** This ordinance shall be in full force and effective 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 16<sup>th</sup> day of June, 2025.

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

Approved by the Mayor of said City this 16<sup>th</sup> day of June, 2025.

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

ATTEST:

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

**EXHIBIT A**

**LEGAL DESCRIPTIONS**

**3503 South Limit:**

*3503 SOUTH LIMIT, W END S 1/2 NE NE (EX 278' E & W X 108' N & S BEG SW COR) (EX 275' X 104' NW COR) ACRE 17 45 21, AND, E 10A FOL: BEG 729.86' S OF NW COR NENE, E 210' NEL Y TO PT 660' S OF NE COR NENE S TO SE COR NENE W TO SW COR NENE N TO BEG 17 45 21, SEDALIA, MO*



## MEMORANDUM

To: Planning & Zoning Commission  
From: Bryan Kopp, Community Development Director  
Date: May 22<sup>nd</sup>, 2025  
Subject: 3503 South Limit, Preliminary and Final Plat  
Applicant: Brian Colson on behalf of Autumn Creek Development LLC

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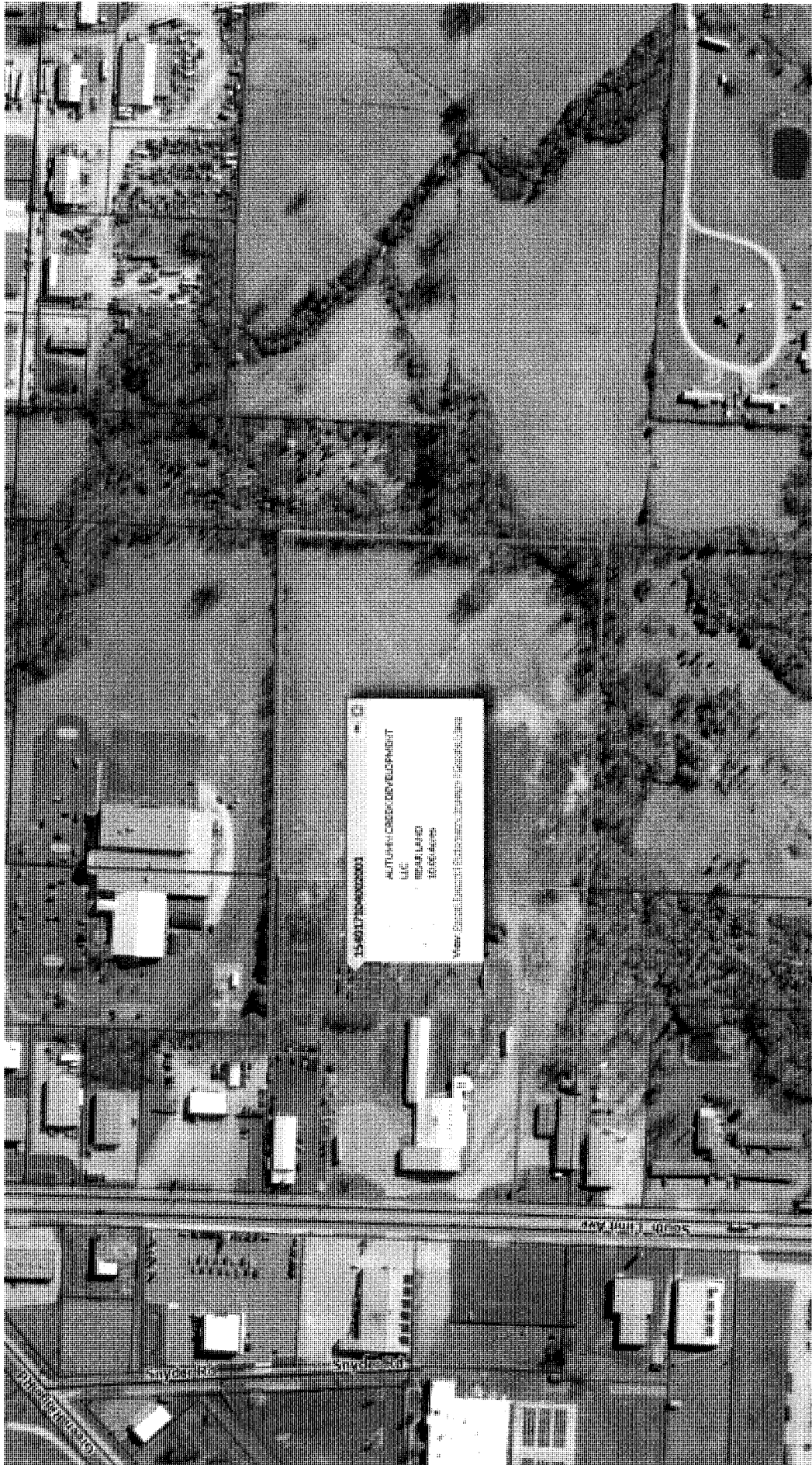
**Description of Request:** A request to approve a preliminary and final plat that will create Autumn Creek Subdivision. The proposed development will consist of thirty-six (36) lots proposed for townhomes and eight (8) commercial buildings on approximately 17.49 acres. There are currently two lots, one that is 7.49 acres and another that is 10 acres. The ten acre lot is being annexed into the city limits and had an uncontested public hearing at the May 19<sup>th</sup>, 2025 Council meeting. The annexation vote is scheduled for the June 16<sup>th</sup> Council meeting. Any recommendation given by the Planning and Zoning Commission will be heard at the same June 16<sup>th</sup> Council meeting.

**Staff Review:** The subdivision plat checklist has been completed with no deficiencies noted.

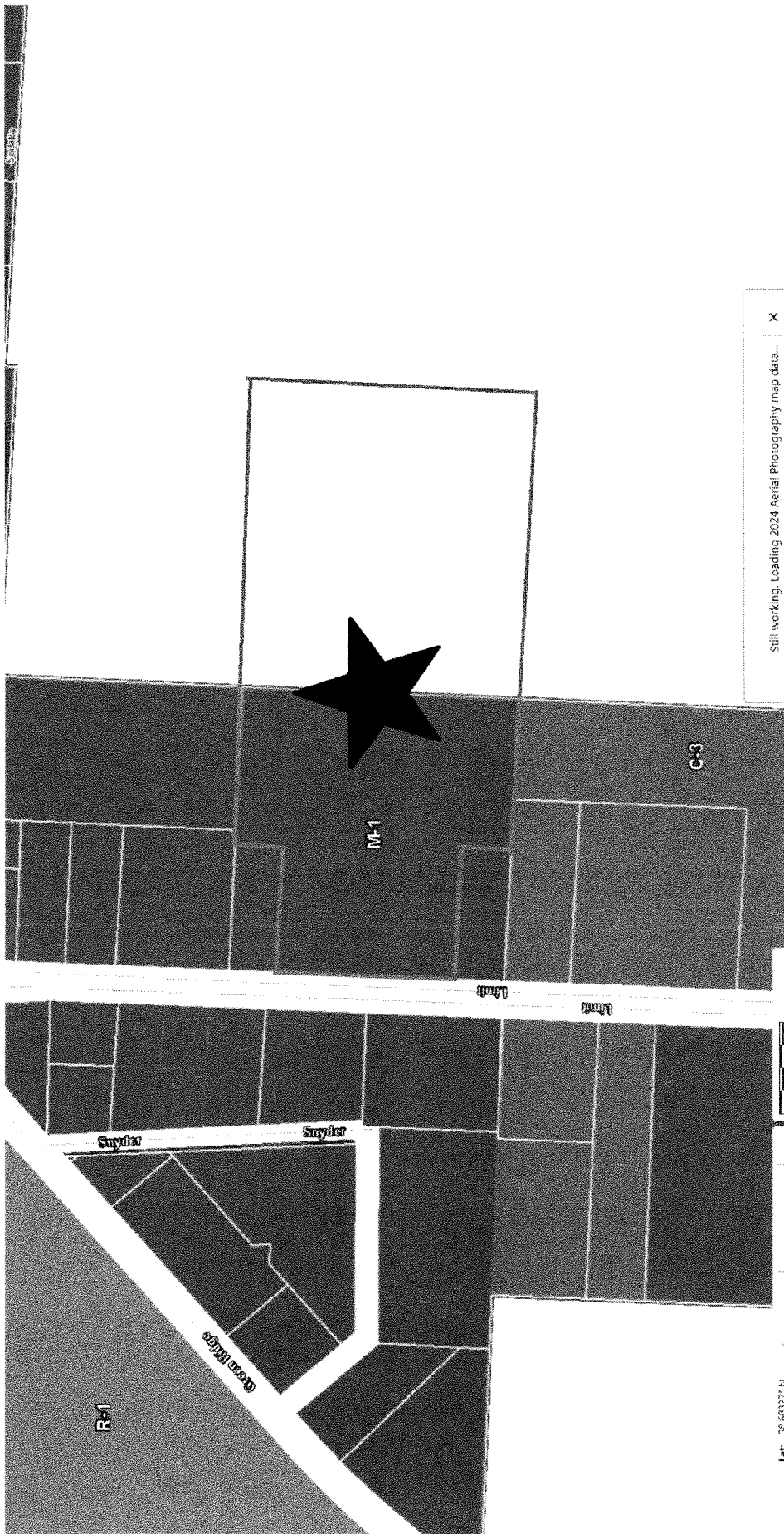
**Staff Recommendation:** Staff recommends the application for preliminary and final plat be approved for the following reasons:

1. The City of Sedalia Comprehensive Plan indicates a need for additional housing within the City.
2. The proposed development of the property would be in the general interest of the public as it aligns with community goals outlined in the comprehensive plan. Specifically, "encourage development of increased residential density.." and "support population growth through annexation to allow for development of new subdivisions".

Should you have any questions or concerns regarding anything outlined in this advisory, please contact me at 827-3000 or [bkopp@sedalia.com](mailto:bkopp@sedalia.com).



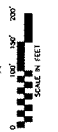




Still working. Loading 2024 Aerial Photography map data...



LOTS 1 thru 36 and TRACT A and B  
Section 17, Township 45, Range 21  
CITY OF SEDALIA, PETTIS COUNTY, MISSOURI



Existing parcel: 1 Unit, Vaseux Lot  
 Total Boundary Area of Parcels 15401704005000  
 and 15401704002001: +/-17.55 Acres  
 Total Lots = 36 and 2 Tracts  
 Street Type: Local - Neighborhood Streets and  
 Commercial buildings and parking areas.  
 Building Types: Multi-Family - 4 Plex.  
 Tract A is Detention / Open Space  
 Tract B is Detention / Open Space  
 Tract C is Detention / Open Space  
 Residential is intended in multiple phases  
 Residential is intended in multiple phases  
 Parking to be allocated on one side of the street only.

The right-of-way width of all public streets within the development shall be 50 feet for residential streets and shall have a street width of 28 feet, back of curb to back of curb. Curb and gutter shall be "Roll Back" type curb and gutter (Type CG-2). The curb within the commercial area shall be "Straight Back" curb and gutter (Type CG-1).

**SIDEWALKS:**  
Sidewalks shall 5' in width and shall be the responsibility of the individual lot owner. The location of the sidewalk shall be shown on the final plat.  
Main entrance from MO Route 65 (S. Limit Street) to comply and be approved by MO DOT.

A minimum 25-foot front yard set-back shall be required along all streets. The rear yard set-back shall be a minimum of 25 feet; side yard set-back shall be a minimum of 10 feet.

A complete and useable sanitary sewer system shall be constructed to provide service to each lot within the subdivision. Said system shall be designed and constructed in accordance with APWA, City and MoDNR standards and specifications. The proposed sanitary sewer system shall connect to the existing City sanitary sewer.

A complete and useable water distribution system shall be constructed so as to provide service and fire protection to each lot within the subdivision. Said system shall be designed and constructed in accordance with APWA, AWWA, local Water District, City and MoDNR standards and specifications. The proposed water distribution system shall connect to the existing. All new mains shall be 48-inch and 10" on Highway 65.

**STORM WATER MANAGEMENT:** A Storm Sewer and Storm Drainage System shall be provided to adequately serve the development. The enclosed storm sewer system shall have the capacity to

The system shall also be capable of safely routing through the development the additional runoff from a 100-year storm. Surface swales shall be provided over storm sewers to carry additional runoff. Where a storm sewer runs parallel to the street, the street shall serve as the surface swale.

Storm water detention and storm water quality requirements shall be met for the development. It is anticipated that detention shall be provided on Tract A.

The Developer shall be responsible for erosion control within the boundaries of the development. Erosion control shall become the responsibility of the individual lot owner at such time as the lot owner takes possession of the lot.

Utility easements shall be provided upon completion of construction plans. Said easements shall be incorporated on the Final Plat.

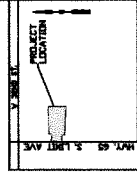
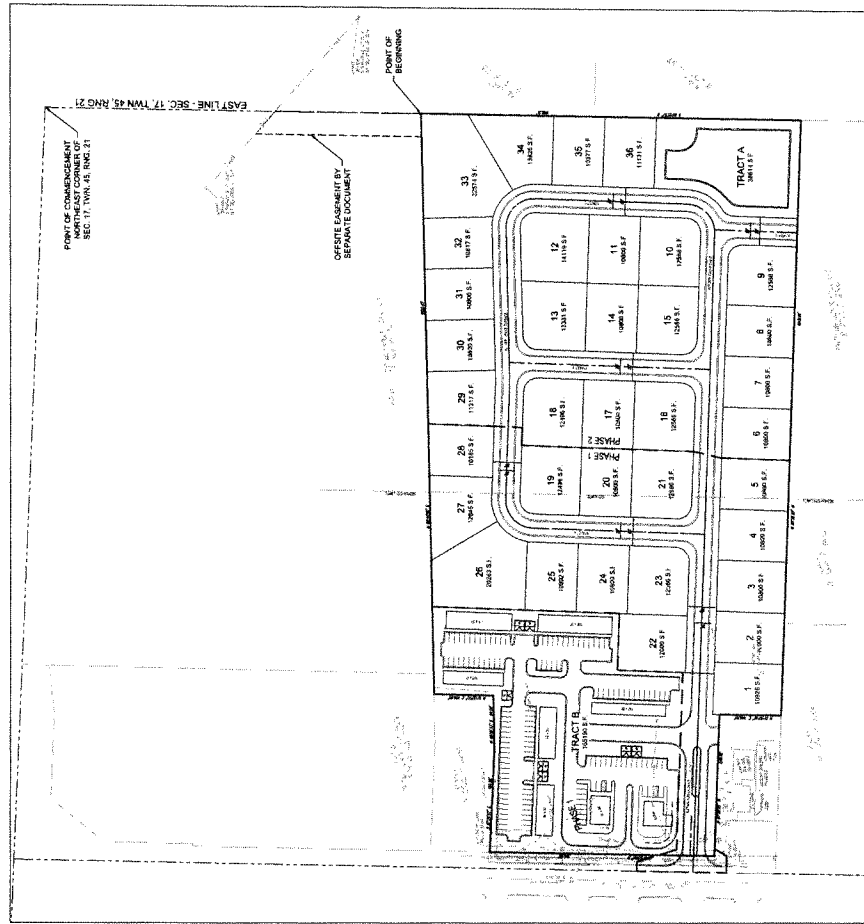
Insurance Rate Map, Cass County, Missouri, Panel 430 of 480, Map Number 29037C0430F, effective date January 2, 2013.

**NOTE:** Commercial layout shown is for potential use only. Actual layout to be determined by future developer by separate submittal and application and building pads

**Table 1**

1 COVER SHEET  
2 DIMENSION AND UTILITY PLAN

All that part of the Northeast Quarter of Section 17, Township 45, Range 21, City of Sedalia, Pettis County, Missouri, more particularly described as follows:

[illegible]

**VICINITY MAP**  
NOT TO SCALE

**PREPARED BY**  
**Hg Consult, Inc.**  
1533 Locust Street  
Kansas City, MO 64108  
Contact - Kevin Sternett  
(816) 703-7098

**PRELIMINARY PLAT PREPARED FOR**  
**Aulum Creek Development, LLC**  
**Gosson-Development Company---**  
**P.O. Box 1101**  
**Warrensburg, MO 64093**  
**Contact - Brian Colson**  
**(816) 898-3155**

**NOTE:**  
Commercial layout shown is for potential use only. Actual layout to be determined by future developer by separate submittal and application and building pads

1000

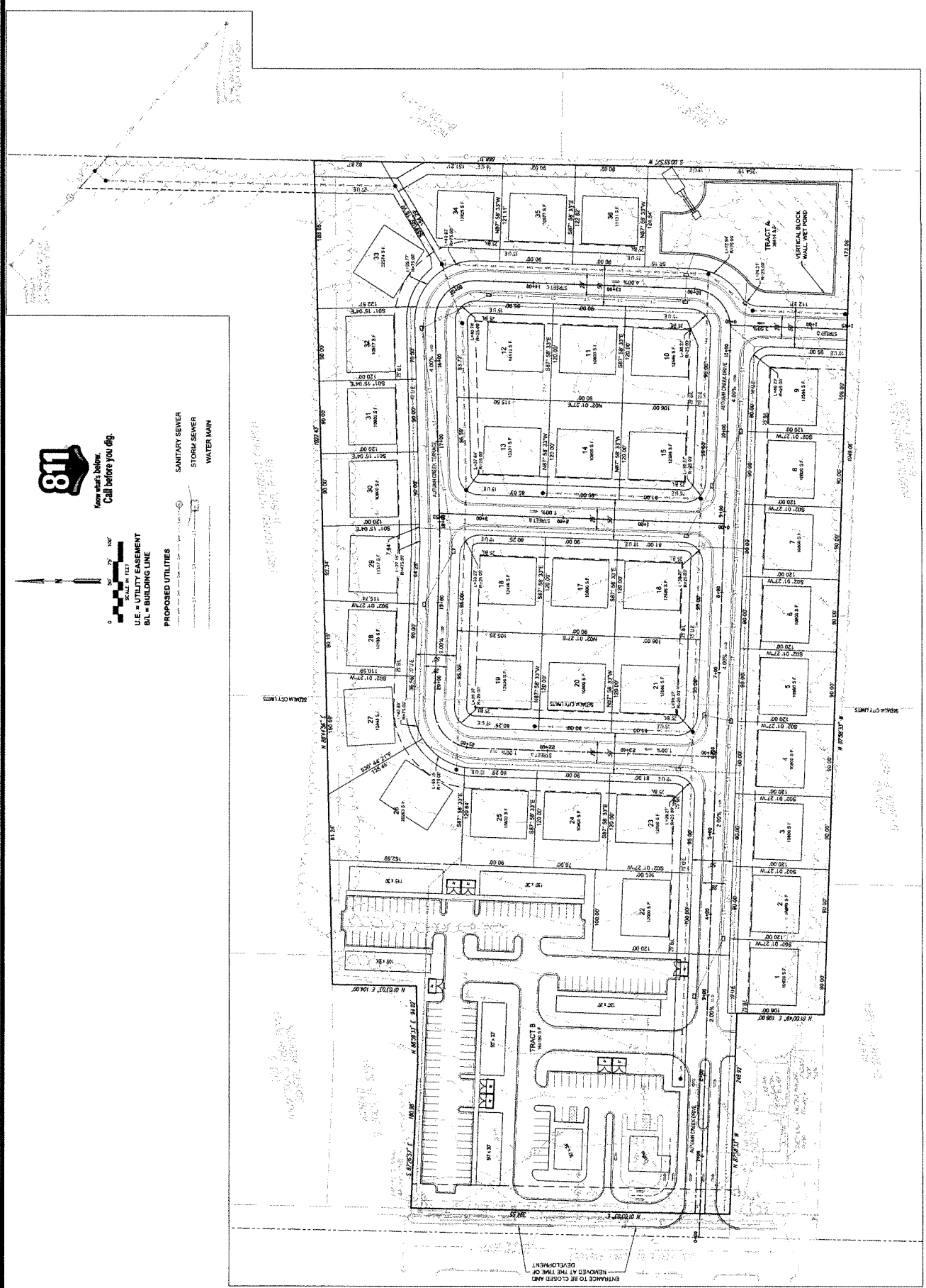
AUTUMN CREEK  
MULTI-FAMILY COMMUNITY  
TY OF SEDALIA, PETTIS COUNTY, MISSOURI

COVER SHEET

**Consult Inc engineers**  
planners  
Kansas City, Missouri 64108

IN STEUBENT, MO E-26440  
JANUARY 28, 2025

[illegible]



## **Bryan Kopp**

---

**From:** website@mg.sedalia.com on behalf of City of Sedalia Website  
<website@mg.sedalia.com>  
**Sent:** Tuesday, February 4, 2025 11:54 AM  
**To:** RezoningApp  
**Subject:** No Reply - New Rezoning Application from Brian Colson

The confirmation number is: 14-6659

### **Applicant Information**

#### **Name**

Brian Colson

#### **Address**

P.O. Box 1101  
Warrensburg, Missouri 64093  
United States  
[Map It](#)

#### **Email**

[briancolsonfishing@gmail.com](mailto:briancolsonfishing@gmail.com)

#### **Phone**

(816) 898-3155

### **Property Information**

#### **Present Zoning**

M-1

#### **Requested Zoning**

M-1

#### **Legal Description of property requested to be rezoned, with street address or location.**

For description of property to be annexed and preliminary, see attached documents

#### **Area of Subject Property (Square Feet and/or Acres)**

17.55 acres (preliminary Plat), 9.93 acres (Annexation)

#### **Present Use of Subject Property**

Vacant

#### **Desired Use of Subject Property**

Commercial/Multi-Family Residential

#### **Present Use of the Adjoining Property to the North**

Used Car Sales/Church

#### **Present Use of the Adjoining Property to the East**

Vacant

#### **Present Use of the Adjoining Property to the South**

Real Estate Office/Vacant

**Present Use of the Adjoining Property to the West**

Commercial-across 65 Highway

**Time Schedule for Development**

May 2025

**Is the property in a flood plain district?**

No

**Sewer available at site?**

No

**Sewer Available At**

Church to the north, easement required

**Water available at site?**

Yes

**Water Available At**

Property frontage on 65 Highway

**Natural gas available at site?**

Yes

**Natural Gas Available At**

Property frontage on 65 Highway

**Electric available at site?**

Yes

**Electric Available At**

Property frontage on 65 Highway

**Exhibits Furnished**

Preliminary Plat, Preliminary Storm Report, Annexation Exhibit, Annexation Petition

**Please upload a PDF that explains how can you justify the proposed zoning change?**

- [Autumn-Creek-Preliminary-Stormwater-Management-Study-20250128.pdf?rlkey=tktog150p14gihvxuufocslky&dl=0](#)

**Applicant Relationship and Signature**

**Relationship of Applicant to Property**

Owner

**Signature of Applicant**



**Order**

Product	Qty	Unit Price	Price
Rezoning Application Fee	1	\$350.00	\$350.00
Sub Total			\$350.00
Total			\$350.00

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

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

**AN ORDINANCE AUTHORIZING A PAUL BRUHN GRANT SUB-RECIPIENT GRANT AGREEMENT FOR STRUCTURAL REPAIRS AT 217 WEST MAIN STREET.**

**WHEREAS**, the City of Sedalia, Missouri has received a proposal to award a Grant Agreement to be executed for the Paul Bruhn Grant which is required by the National Park Service in execution of sub-recipient projects; and

**WHEREAS**, under the agreement, the structural repairs as recommended by a structural engineer would include but not limited to tuckpointing, masonry repair, foundation repair, roof repair and storefront stabilization and repair of the business owned by Cynthia Lewis at 217 West Main Street. The total cost of the project is Two Hundred Seventy-seven Thousand Six Hundred Twenty-five Dollars (\$277,625.00) with the Grant providing Two Hundred Forty-three Thousand Five Hundred Sixty-four Dollars (\$243,564.00). Per the Grant agreement, the owner is required to cover 23% of the cost or Thirty-four Thousand Sixty-one Dollars (\$34,061.00) with no City funds used in the execution of these Grants as more fully described in the proposed grant agreement attached to this ordinance and incorporated by reference herein.

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

**Section 1.** The Council of the City of Sedalia, Missouri hereby approves and accepts the grant agreement in substantively the same form and content as it has been proposed.

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

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

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

Read two times by title, copies of the proposed Ordinance having been made available for public inspection prior to the time the Bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 16th day of June 2025.

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

Approved by the Mayor of said City this 16th day of June 2025.

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

ATTEST:

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

## **SUBAWARD GRANT AGREEMENT**

**By and Between the**

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

**Cynthia Lewis  
Subrecipient**

---

**Federal Awarding Agency: United States Department of the Interior**

**Program Name: Paul Bruhn Historic Revitalization Grant**

**Project Title: 217 West Main Street**

**Federal Award ID: P22AP01483**

**Subrecipient's Entity ID:**

**Federal Award Date: 9/2/22**

**Project and Budget Period: 10/1/22 through 9/30/26**

**Total Grant Award: \$750,000.00**

**Subaward Start/End Date: Start Date – July 1, 2025      End Date – August 30, 2026**

**Subrecipient Award Amount: \$243,564.00**

**Indirect Cost Rate: none**

**Research and Development: None**

**GRANT AGREEMENT**  
**Between City of Sedalia and**  
**[PROPERTY OWNER]**

Project Title: 217 West Main Street Rehabilitation Project Grant Program: Paul Bruhn Historic Revitalization Grants Program

Amount of Federal Funds Obligated: \$ 243,564.00

Amount of Non-Federal Funding: \$ 34,061.00

Project Total: \$ 277,625.00

Period of Performance: August 1, 2025 through August 30, 2026,

This Grant Agreement is entered into by the City of Sedalia and Cynthia Lewis (Recipient). This Agreement is effective upon approval by the National Park Service and will expire on August 30, 2026 unless terminated earlier per Article VIII.

**ARTICLE 1 - AUTHORITY**

Upon signature of both parties below, the City of Sedalia obligates with this Grant Agreement the sum of \$ 243,564.00 appropriated in federal fiscal year 2022 grant-in-aid funds pursuant to: the National Historic Preservation Act, as amended (54 USC 302301, 302901, and 303101; CFDA 15.904) and the Paul Bruhn Historic Revitalization Grant Program. Recipient warrants that it has the legal authority to accept the federal grant and to finance and complete the scope of work for the funded project within the period of performance.

**ARTICLE II - SCOPE OF WORK**

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

- A. Recipient will contract with one or more companies to provide structural repairs as recommended by structural engineer including, but not limited to tuckpointing, masonry repair, foundation repair, roof repair and storefront stabilization and repair.
- B. Recipient agrees to perform project work in accordance with the Secretary of the Interior's Standards for Rehabilitation as defined by the National Historic Preservation Act.

**ARTICLE III - SCHEDULE**

Recipient agrees not to incur project costs prior to the start date of this agreement.

Work to be Accomplished	Start	Completion
RFP and Contract Process with Contractor	July 2025	July 2025
Construction Period [ add more lines in schedule as needed]	Upon receipt of NPS approval	August 2026
Progress Report to City of Sedalia		Every 6 months thereafter
Final Inspection of project work	August 30, 2026	August 30, 2026
Submit final report & photos of completed work to City of Sedalia	August 30, 2026	August 30, 2026



#### ARTICLE IV - BUDGET

The Recipient shall obtain prior written approval from Program Administrator and the City of Sedalia for budget, scope, or schedule revisions.

The project budget breaks down as follows:

Work Category	Grant	Match	Total
Project Planning and Oversight			
General Conditions	\$70,908.00	\$9,945.00	\$80,853.00
Sitework			
Concrete			
Masonry	\$164,865.00	\$23,123.00	\$187,988.00
Metals			
Wood and Plastics			
Thermal and Moisture Protection	\$7,791.00	\$993.00	\$8,784.00
Doors and Windows			
Finishes			
Special Construction			
Conveying Systems			
Mechanical			
Electrical			
Totals	\$243,564.00	\$34,061.00	\$277,625.00

Recipient agrees to contribute \$ 34,148.0 in eligible non-Federal matching contributions that are allowable, properly documented and used during the grant period.

#### Sources of Matching Share

Donor	Source	Amount
Cynthia Lewis	Cynthia Lewis	\$15,000.00
City of Sedalia – Special Business District and Sedalia Redevelopment Corporation	City of Sedalia	\$19,148.00

#### ARTICLE V - KEY OFFICIALS

Key officials are essential to ensure optimal coordination and communications between the parties and the work being performed. They are:

City of Sedalia:  
Matthew Wirt  
City Administrator  
200 South Osage Ave.  
Sedalia, MO 65301

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

Recipient:  
Cynthia Lewis  
8140 Cricket Lane  
Sedalia, MO 65301  
660-287-0889

All communications regarding project reviews, approvals and grant payments shall be conducted by Program Administrator. Recipient agrees to submit all required documentation and reports to Program Administrator over the course of the project.

#### ARTICLE VI - AWARD & PAYMENT

- A. The City of Sedalia will provide funding for the Scope of work described in Article II and in accordance with the approved budget in Article IV.
- B. Recipient shall request payment in accordance with the following: Payment will be made on a reimbursement basis for expenses documented with invoices, proof of payment and adequate documentation of completed work. Requests for payment are to be submitted to Program Administrator using the invoice form provided by the City of Sedalia.
- C. One partial payment may be made provided that all applicable project conditions are met and financial documentation is submitted and accepted. Otherwise, the grant will be paid upon completion of the project and satisfaction of project conditions.
- D. Project expenses may not be incurred prior to the period of performance. During the period of performance, project expenses may be incurred only as necessary to carry out the approved objectives and scope of work as outlined in the approved budget. Recipient shall not incur costs or obligate funds for any purpose pertaining this project beyond the period of performance.

#### ARTICLE VII – REPORTS, OUTPUTS & OUTCOMES

Recipient will report on the funded project every six months until completion of the scope of work. The following reporting period end dates shall be used for interim reports. The report will include costs incurred, description of the project progress and any obstacles to completion of the project. All reports shall be written and submitted via email or in person.

Period Begin Date	Period End Date	Report Due Date
July 1, 2025	September 30, 2025	October 31, 2025
October 1, 2025	March 31, 2026	April 30, 2026
March 1, 2026	August 30, 2026	October 31, 2026 FINAL REPORT

#### ARTICLE VIII - MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION

- A. This Agreement may be modified at any time, prior to the expiration date, only by a written instrument executed by both parties. Modifications will be in writing and approved by the City of Sedalia. Additional conditions may be imposed by the City of Sedalia if it is determined that the Recipient is non-compliant to the terms and conditions of this agreement.

B. This project may be terminated in whole or in part as follows:

1. By the City of Sedalia if the Recipient fails to comply with the terms and conditions herein by sending written notification to the Recipient setting forth the reasons for such termination.
2. By the City of Sedalia for any other cause or no cause by sending written notification to the Recipient setting forth the reasons for such termination.
3. By the City of Sedalia with the consent of the Recipient, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated: or
4. By the Recipient upon sending to the City of Sedalia written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated.

C. If the City of Sedalia determines in the case of partial termination that the reduced or modified portion of the grant award will not accomplish the purposes for which the award was made, the City of Sedalia may terminate the grant award in its entirety.

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

E. In the event that performance is delayed by a natural disaster, pandemic, Act of God, war, insurrection, work stoppage, government order or directive, or other event or condition that is beyond the control of the parties, then further time for performance may be added to any date or deadline if authorized by the National Park Service, except that, in the event that the delay in performance shall continue for thirty (30) days, the City of Sedalia may, with the approval of the National Park Service, terminate this Agreement as of an effective date selected by the terminating party that is beyond the thirty (30) period of delay. In such event, the Parties shall equitably adjust payment and other terms and conditions as authorized by the National Park Service.

#### ARTICLE IX – HISTORIC PRESERVATION FUND SPECIAL CONDITIONS

A. City of Sedalia Responsibilities: The City of Sedalia is responsible for the following:

- a. Review and approval of progress and final reporting to include compliance with 2 CFR 200.
- b. Concurrence with Program Administrator of recipient plans and specification for compliance with the Secretary of the Interior's Standards for Rehabilitation.
- c. Review and approval of project plans and specifications for compliance with Sections 106 (54 U.S.C. § 306108) and 110f (54 U.S.C. § 306107) of the National Historic Preservation Act.
- e. Review and approval for compliance with the National Environmental Policy Act (NEPA).
- f. Review and approval of project signage to notify the public of federal involvement.
- g. Any other reviews as determined by the City of Sedalia based on program needs or financial/programmatic risk factors.

B. Eligible Costs: Eligible costs under this award are as described in this agreement and in the Historic Preservation Fund Grants Manual. For this program they include:

- a. Administrative costs necessary to complete and administer the grant requirements. Administrative costs may not exceed fifteen percent of the project budget.
- b. Costs to develop architectural/engineering plans and specifications. Such costs must be incurred during the grant period and may not exceed 20% of the total project cost.
- c. Rehabilitation of properties listed individually in the National Register of Historic Places and properties that contribute to historic districts listed in the National Register.

- d. Cost for production of the project sign.
- C. Project Sign: The Recipient shall erect a project sign at the development site meeting the size, material, sign placement and content specifications provided by the City of Sedalia. Photographs of the project sign in place must be submitted as part of the initial progress report. The project sign shall remain in place through project completion.
- D. Publicity & Press Releases: Press releases about this project must acknowledge the grant assistance provided by the Historic Preservation Fund and the National Park Service, and copies of the press releases must be provided to the Program Administrator prior to issuance. All publicity and press releases related to activities funded with this award should include the following statement:
- “This project is supported by a grant from the Paul Bruhn Historic Revitalization Grants Program administered at the federal level by the Department of the Interior and the Historic Preservation Fund as administered by the National Park Service and by the City of Sedalia.”
- E. Consultants & Contractors: Consultant(s)/contractor(s) must have the requisite experience and training in historic preservation or relevant field to oversee the project work. All consultants and contractors must be competitively selected, and their qualifications forwarded to the Program Administrator for review of compliance with the Secretary of the Interior’s Professional Qualification Standards. Consultants and contractors must agree to comply fully with all applicable laws and regulations in the conduct of activities specified in this agreement. See Article X, Section B. 7. for additional information.
- F. Covenant Requirement: Recipient agrees to assume, after the completion of the project, the total cost of continued maintenance, repair, and administration of the grant-assisted property in a manner satisfactory to the Secretary of the Interior. As applicable, these obligations include reasonable measures for the protection of the property, including from vandalism or destruction, which may include, as appropriate, monitoring and coordination with local authorities regarding a response to imminent threats.

Accordingly, Recipient agrees to sign a Preservation Covenant with the City of Sedalia. The term of the covenant must run from the end date of this agreement for ten (10) years. The covenant must be executed by registering it with the deed of the property. A photocopy of the executed covenant, stamped registered with the deed, must be submitted to the Program Administrator prior to release of the final grant payment by the City of Sedalia.

- G. City of Sedalia Review of Plans and Specifications for Project Work:
1. Prior to the commencement of any project work, Recipient agrees to submit the following documentation to the Program Administrator for review. Program Administrator will obtain State Historic Preservation Office and National Park Service approvals as necessary and provide documentation of approval to Recipient.
    - a. a site plan that has the north direction clearly marked;
    - b. plans and specifications for planned construction work to the building that will take place during the project period of this agreement or fall under review during the covenant period;
    - c. digital images of all exterior elevations of the building or site, with views identified and oriented and keyed to the site plan, as applicable;
    - d. interior photographs of all major rooms and those involved in the project, labeled and keyed to a floor plan;

- e. for National Historic Landmark Districts include overall views of the district from the project area.; and
  - f. any additional information as may be requested by the Program Administrator that will better enable a technical review of the project to be completed. This may include cut sheets and product samples.
2. The Recipient must submit documents for the entire undertaking to the Program Administrator. All work undertaken during the project period will be reviewed for conformance with the Secretary of the Interior's Standards for Rehabilitation and other applicable laws and standards prior to the beginning of grant-assisted work. Work that does not conform with the Standards and other applicable laws and standards in the judgement of the Program Administrator and National Park Service will not be reimbursed and may cause the grant to be terminated.
- H. Compliance with ADA and ABA: The use of federal funds to improve public buildings, to finance services or programs contained in public buildings, or alter any building or facility financed in whole or in part with Federal funds (except privately owned residential structures), requires compliance with the 1990 Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and the Architectural Barriers Act (ABA). Work done to alter the property must be in compliance with all applicable regulations and guidance.
  - I. Unanticipated Discovery Protocols: If project work includes ground disturbance and cultural resources are discovered in the course of project work, Recipient agrees that at a minimum, its contractors will immediately stop construction in the vicinity of the affected historic resource and take reasonable measures to avoid and minimize harm to the resources until the State Historic Preservation Officer and/or Tribal Historic Preservation Officer (THPO), sub-Recipient or contractor, and Indian Tribes, as appropriate, have determined a suitable course of action within 15 calendar days.

With the express permission of the City of Sedalia, the Recipient or contractor may perform additional measures to secure the jobsite if the Recipient or contractor determines that unfinished work in the vicinity of the affected historic property would cause safety or security concerns.

## ARTICLE X - GENERAL & SPECIAL PROVISIONS

### A. General Provisions

1. The Recipient shall comply with all regulations and requirements incorporated into the Notice of Award, attached hereto as Exhibit A. The Recipient shall comply with all requests for documentation or information from the City of Sedalia in connection with the City's obligations to comply with the requirements of the Notice of Award and any other federal regulations or requirements.
2. The Recipient shall comply with the Department of Interior Standard Terms and Conditions and all work completed shall comply with the Secretary of Interior's Standards and Guidelines for Archaeology and Historic Preservation and as determined eligible in the National Historic Preservation Act (NHPA), 54 U.S.C 300.101 et. seq. and in the Historic Preservation Fund Manual. Recipient shall also comply with the Historic Preservation Grant Fund Manual, attached hereto as Exhibit B.
3. OMB Circulars and Other Regulations. The following Federal regulations are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>:

- a. Administrative Requirements: 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
  - b. Determination of Allowable Costs: 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E and Subpart F;
  - c. Code of Federal Regulations/Regulatory Requirements: 2 CFR Part 182 & 1401, “Government-wide Requirements for a Drug-Free Workplace”;
  - d. 2 CFR 180 & 1400, “Non-Procurement Debarment and Suspension,” previously located at 43 CFR Part 42, “Governmentwide Debarment and Suspension (Non-Procurement).” Prior to entering contract, Recipient agrees to visit <https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf> to check whether contractors selected for this project are currently debarred prior to beginning work with such contractors.
  - e. 43 CFR 18, “New Restrictions on Lobbying”;
  - f. 2 CFR Part 175, “Trafficking Victims Protection Act of 2000”.
  - g. FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions.
4. Non-Discrimination. All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §6101 et seq.); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
  5. Lobbying Prohibition. 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002. No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.
  6. Anti-Deficiency Act. Pursuant to 31 U.S.C. Section 1341 nothing contained in this Agreement shall be construed as binding the National Part Service to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
  7. Non-Appropriation. Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth herein as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for

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

8. Buy American Act. Pursuant to Section 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, Buy American Requirements for Assistance Programs. In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this Act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.
9. Per Executive Order 13858, entitled "Strengthening Buy-American Preferences for Infrastructure Projects" the Recipient shall maximize, consistent with law, the use of iron and steel goods, products, and materials produced in the United States, for infrastructure projects as defined by the Executive Order when the scope of work includes alteration, construction, conversion, demolition, extension, improvement, maintenance, reconstruction, rehabilitation, or repair.
10. Minority Business Enterprise Development. Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. The City of Sedalia is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order. See Article X for additional information.
11. Assignment. No part of this Agreement shall be assigned to any other party without prior written approval of the City of Sedalia Program Administrator.
12. Member of Congress. Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
13. Agency. The Recipient is not an agent or representative of the United States, the Department of the Interior, the City of Sedalia, the National Park Service, nor will the Recipient represent itself as such to third parties. National Park Service and City of Sedalia employees are not agents of the Recipient and will not act on behalf of the Recipient.
14. Non-Exclusive Agreement. This Agreement in no way restricts the Recipient or the City of Sedalia from entering into similar agreements or participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
15. Survival. Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement shall survive expiration or termination of this Agreement.
16. Partial Invalidity. If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
17. Captions and Headings. The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.
18. Relationship of Parties. This Agreement is not intended to and shall not be construed to create an

employment relationship, partnership or joint venture between the City of Sedalia and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government or the City of Sedalia.

19. No Third-Party Rights. This Agreement creates enforceable obligations between the City of Sedalia and Recipient. Except as expressly provided herein, and related to project oversight by the City of Sedalia, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.
20. Program Income. If the Recipient earns program income, as defined in 2 CFR §200.80, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (2 CFR §200.305 (5)). As allowed under 2 CFR §200.307, program income may be added to the Federal award by the Federal agency and the Recipient. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.
21. Conflicts of Interest. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
  - a. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
  - b. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.
  - c. Notification. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the City of Sedalia in accordance with 2 CFR 200.112, Conflicts of interest.
  - d. Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the City of Sedalia in writing of any conflicts of interest that may arise during the life of the award.
  - e. Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the federal government or the City of Sedalia may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).
22. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.



## B. Special Provisions

### 1. Public Information and Endorsements

- a. Recipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies the City of Sedalia, governmental, departmental, bureau, or government employee endorsement of a business, product, service, or position which the Recipient represents. No release of information relating to this award may state or imply that the Government or City of Sedalia approves of the Recipient's work products or considers the Recipient's work product to be superior to other products or services.

2. Recipient must obtain prior approval of Program Administrator for any public information releases concerning this award which refer to the U.S. Department of the Interior or the National Park Service or any bureau or employee (by name or title).

3. The Recipient hereby grants to the City of Sedalia a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction, or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees, or any individual or concern specifically employed or assigned to originate and prepare such material.

4. Retention and Access Requirements for Records. All Recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 CFR Part 200.333–200.337, generally for three years following receipt of the final grant payment.

### 5. Audit Requirements

- a. Recipients that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501–7507) and 2 CFR Part 200, Subpart F.
- b. Recipients that expend less than \$750,000 during a fiscal year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, General Accounting Office (GAO) and the City of Sedalia.
- c. The Recipient hereby agrees to provide the City of Sedalia with all documentation requested by the City of Sedalia to comply with audit requirements as imposed by the federal government in connection with this Grant Agreement. The Recipient hereby agrees to permit and require its subcontractors to permit the City of Sedalia to inspect all work, materials, payrolls, invoices, and other data, and to audit the books, records, and accounts of the subrecipient and its subcontracts pertaining to the use of funds made available under this Agreement. Recipient shall maintain records in a manner that allows the City to conduct such actions.

6. Procurement Procedures. It is a national policy to place a fair share of purchases with minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to

ensure such fairness. Positive efforts shall be made by recipients and any contractors and consultants to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:

- a. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
  - b. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
  - c. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
  - d. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
  - e. Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.
  - f. All procurement transactions, without regard to dollar value, shall be conducted in a manner that provides maximum open and free competition. The Recipient shall use its own procurement procedures that reflect applicable State and local laws and regulations. The City of Sedalia, shall review all Requests for Proposals, Invitations to Bid, and/or price quotation documents prior to issuance to ensure that the scope of work meets applicable Secretary of the Interior's Standards. In addition to maintaining acceptable financial records, the Recipient shall maintain records sufficient to detail the history of any procurement and award.
7. Subcontracts. The Recipient may subcontract for the performance of the services and activities herein prescribed. The Recipient should not execute any subcontract until this Grant Agreement, against which costs will be charged, has been executed between the Recipient and the City of Sedalia. Any contract or agreement prepared by the Recipient shall be submitted to Program Administrator for review and approval prior to execution. Recipient agrees that subcontracts will not be altered or amended without written approval from Program Administrator. The execution of subcontracts shall not alter or modify the obligations of the Recipient hereunder.

The Recipient shall not enter into any subcontract wherein the consideration for work or material there under is based upon the "cost-plus-a-percentage-of-cost" or "cost-plus" method. A copy of each executed subcontract entered into for project work shall be forwarded to the Program Administrator upon execution of the subcontract.

8. Consultant Services. The use of individual consultant services as part of the grant project, funded either by the Federal share or matching share, shall be documented in the following manner: evidence is to be shown that the fee is appropriate considering the qualifications of the consultant, his/her normal charges and the nature of the services to be provided. No person employed as a consultant, or by a firm providing consultant services, shall receive more than a reasonable rate of compensation for personal services paid with federal funds, or when such services are contributed as matching share. This rate shall not exceed the maximum daily rate of compensation in the Federal Civil Service equal to 120 percent of a GS-15, step 10 salary. Written agreements between the parties shall be executed detailing the responsibilities, standards, and fees. The services of a

consultant shall be procured per Section 13 and shall be subject to the provisions of section 14 governing subcontracts. Federal contracting and procurement guidance can be found in 2 CFR 200.317 through 2 CFR 200.327. Maximum rates charged to this grant may not exceed 120% of a Federal Civil Service GS- 15, step 10 salary per project location. Current regional salary tables can be found on the Office of Personnel and Management website: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>.

9. Professional Qualifications of Principal Project Personnel. Principal project personnel must meet appropriate professional qualification standards as published in the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation, 48 CFR 44716, incorporated herein, by reference. Principal project personnel may be Recipient staff or a hired consultant or contractor. A copy of personnel's qualifications shall be provided to Program Administrator upon execution of the Grant Agreement or with the contract if a consultant is being hired.
10. Professional Services. Recipients shall negotiate contracts for architectural, engineering, and land surveying services on the basis of demonstrated competence and qualifications for the type of services required and at fair and reasonable prices.
11. Permits. Recipient agrees to obtain any permits, certificates of appropriateness or other permissions as necessary for the performance of the project work. Nothing in this Agreement shall abrogate the Recipient's requirement to obtain permits and approvals for work to be performed.
12. Prohibition on Text Messaging while Driving. In keeping with Executive Order 13513, text messaging while driving as part of business related to this grant award is strongly discouraged.
13. Trafficking in Persons. This term of award is pursuant to paragraph (g) of Section 106 of the Trafficking Victims Protections Act of 2000, as amended (2 CFR §175.15).
14. Minimum Wages Under Executive Order 13658 (January 2015): In accordance with Executive Order 131658, the minimum wage that must be paid under any contract or subcontract awarded pursuant to this agreement is \$10.80 per hour, which must be adjusted annually during the term of this agreement to meet the Secretary of Labor's annual E.O. minimum wage agreement.
15. State Immigration Statutes. As a condition for the award of this Agreement, the Recipient shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the work. The Recipient shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the work. The Recipient shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year.
16. Indemnification. To the fullest extent permitted by law, the Recipient agrees to defend with counsel selected by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from this Agreement, including claims related to the grant of funds under the terms of this Agreement. Upon completion of the work, the Recipient does hereby release and discharge the City from any and all claims, liabilities, demands, suits, or causes of action for damages, expenses, attorneys fees, or any other type of relief arising out of the care, maintenance, operation, and control of the activities and work performed and funded by the grant.

17. Federal Requirements. The Recipient hereby acknowledges that it is subject to 2 CFR 200.1 Subaward; 2 CFR 200.101 Applicability; and 2 CFR 200.331 Subrecipient and Contractor Determinations.

ARTICLE X – SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

FOR THE RECIPIENT

CITY OF SEDALIA

\_\_\_\_\_  
Cynthia Lewis

\_\_\_\_\_  
Matthew Wirt  
City Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

EXHIBIT A  
NOTICE OF AWARD

Exhibit B  
Historic Revitalization Grant Program Manual

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

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

**AN ORDINANCE AUTHORIZING A PAUL BRUHN GRANT SUB-RECIPIENT GRANT AGREEMENT FOR STRUCTURAL REPAIRS AT 104 WEST MAIN STREET.**

**WHEREAS**, the City of Sedalia, Missouri has received a proposal to award a Grant Agreement to be executed for the Paul Bruhn Grant which is required by the National Park Service in execution of sub-recipient projects; and

**WHEREAS**, under the agreement, the structural repairs as recommended by a structural engineer would include but not limited to remove, repair and /or replace roofing, replace windows and complete masonry repair of the business owned by Ivan Levko at 104 West Main Street. The total cost of the project is One Hundred Eighty Thousand Dollars (\$180,000.00) with the Grant providing One Hundred Thirty-eight Thousand Six Hundred Dollars (\$138,600.00). Per the Grant agreement, the owner is required to cover 23% of the cost or Forty-one Thousand Four Hundred Dollars (\$41,400.00) with no City funds used in the execution of these Grants as more fully described in the proposed grant agreement attached to this ordinance and incorporated by reference herein.

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

**Section 1.** The Council of the City of Sedalia, Missouri hereby approves and accepts the grant agreement in substantively the same form and content as it has been proposed.

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

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

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

Read two times by title, copies of the proposed Ordinance having been made available for public inspection prior to the time the Bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 16th day of June 2025.

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

Approved by the Mayor of said City this 16th day of June 2025.

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

ATTEST:

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

GRANT AGREEMENT  
Between City of Sedalia and  
[PROPERTY OWNER]

Project Title: 104 West Main Street Rehabilitation Project  
Grant Program: Paul Bruhn Historic Revitalization Grants Program  
Amount of Federal Funds Obligated: \$ 138,600.00  
Amount of Non-Federal Funding: \$ 41,400.00  
Project Total: \$ 180,000.00  
Period of Performance: July 1, 2025 through August 30, 2026

This Grant Agreement is entered into by the City of Sedalia and Ivan Levko (Recipient). This Agreement is effective July 1, 2025 and will expire on August 30, 2026 unless terminated earlier per Article VIII.

ARTICLE 1 - AUTHORITY

Upon signature of both parties below, the City of Sedalia obligates with this Grant Agreement the sum of \$ 138,600.00 appropriated in federal fiscal year 2022 grant-in-aid funds pursuant to: the National Historic Preservation Act, as amended (54 USC 302301, 302901, and 303101; CFDA 15.904) and the Paul Bruhn Historic Revitalization Grant Program. Recipient warrants that is has the legal authority to accept the federal grant and to finance and complete the scope of work for the funded project within the period of performance.

ARTICLE II - SCOPE OF WORK

- A. Recipient will contract with one or more companies to remove, repair and/or replace roofing, replace windows and complete masonry repair on 104 West Main Street in the Sedalia, MO Commercial Historic District.
- B. The recipient recognizes that the building is not currently a contributing building in the Sedalia Commercial Historic District, but recent removal of the metal coverings on the façade of this block make this block eligible to be a considered addition as contributing buildings to the adjacent and contiguous Sedalia Commercial Historic District.
- C. Recipient agrees to perform project work in accordance with the Secretary of the Interior's Standards for Rehabilitation as defined by the National Historic Preservation Act.
- D. Recipient understands that award of the subgrant is contingent upon determination that the property is eligible to be added as a contributing structure to the Sedalia Commercial Historic District. as part of a block that recently had a non-contributing metal façade removed, revealing intact historic structure and features and is contiguous with the current boundaries of the Sedalia Commercial Historic District.



### ARTICLE III - SCHEDULE

Recipient agrees not to incur project costs prior to the start date of this agreement.

Work to be Accomplished	Start	Completion
RFP and Contract Process with Contractor	June 20, 2025	July 30, 2025
Construction Period [ add more lines in schedule as needed]	August 1, 2025	August 30, 2026
Progress Report to City of Sedalia	February, 2026	
Final Inspection of project work	August 30, 2026	August 30, 2026
Submit final report & photos of completed work to City of Sedalia	September 1, 2026	September 20, 2026

### ARTICLE IV - BUDGET

The Recipient shall obtain prior written approval from Program Administrator and the City of Sedalia for budget, scope, or schedule revisions.

The project budget breaks down as follows:

Work Category	Grant	Match	Total
Project Planning and Oversight			
General Conditions			
Sitework			
Concrete			
Masonry	\$ 72,726.50	\$ 21,723.50	\$ 94,450.00
Metals			
Wood and Plastics			
Thermal and Moisture Protection	\$ 30,800.00	\$ 9,200.00	\$ 40,000.00
Doors and Windows	\$ 35,073.50	\$ 10,476.50	\$ 45,550.00
Finishes			
Special Construction			
Conveying Systems			
Mechanical			
Electrical			
Totals	\$ 138,600.00	\$ 41,400.00	\$ 180,000.00

Recipient agrees to contribute \$ 41,400.00 in eligible non-Federal matching contributions that are allowable, properly documented and used during the grant period.

#### Sources of Matching Share

Donor	Source	Amount
Ivan Levko	Personal	\$ 41,400.00

## ARTICLE V - KEY OFFICIALS

Key officials are essential to ensure optimal coordination and communications between the parties and the work being performed. They are:

City of Sedalia:	Program Administrator:	Recipient:
Matthew Wirt	John Simmons	Ivan Levko
City Administrator	Community	104 W. Main Street
200 South Osage Ave.	Development Director	Sedalia, MO 65301
Sedalia, MO 65301	200 South Osage Ave.	660-829-5510
	Sedalia, MO 65301	ivan21501@hotmail.com
	660-851-7605	
	jsimmons@sedalia.com	

All communications regarding project reviews, approvals and grant payments shall be conducted by Program Administrator. Recipient agrees to submit all required documentation and reports to Program Administrator over the course of the project.

## ARTICLE VI - AWARD & PAYMENT

- A. The City of Sedalia will provide funding for the Scope of work described in Article II and in accordance with the approved budget in Article IV.
- B. Recipient shall request payment in accordance with the following: Payment will be made on a reimbursement basis for expenses documented with invoices, proof of payment and adequate documentation of completed work. Requests for payment are to be submitted to Program Administrator using the invoice form provided by the City of Sedalia.
- C. One partial payment may be made provided that all applicable project conditions are met and financial documentation is submitted and accepted. Otherwise, the grant will be paid upon completion of the project and satisfaction of project conditions.
- D. Project expenses may not be incurred prior to the period of performance and may be incurred only as necessary to carry out the approved objectives and scope of work as outlined in the approved budget. Recipient shall not incur costs or obligate funds for any purpose pertaining this project beyond the period of performance.

#### ARTICLE VII – REPORTS, OUTPUTS & OUTCOMES

Recipient will report on the funded project every six months. The following reporting period end dates shall be used for interim reports. All reports shall be submitted via email or in person.

Period Begin Date	Period End Date	Report Due Date
August 1, 2025	February 1, 2026	March 1, 2026
February 1, 2026	August 1, 2026	August 30, 2026

#### ARTICLE VIII - MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION

- A. This Agreement may be modified at any time, prior to the expiration date, only by a written instrument executed by both parties. Modifications will be in writing and approved by the City of Sedalia. Additional conditions may be imposed by the City of Sedalia if it is determined that the Recipient is non-compliant to the terms and conditions of this agreement.
- B. This project may be terminated in whole or in part as follows:
  1. By the City of Sedalia if the Recipient fails to comply with the terms and conditions herein.
  2. By the City of Sedalia for any other cause.
  3. By the City of Sedalia with the consent of the Recipient, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated: or
  4. By the Recipient upon sending to the City of Sedalia written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the City of Sedalia determines in the case of partial termination that the reduced or modified portion of the grant award will not accomplish the purposes for which the award was made, the City of Sedalia may terminate the grant award in its entirety.
- C. Reimbursement is contingent on availability of funds from NPS. This grant program relies on federal funds and grant payments are contingent on the receipt of federal funding for the related grant. In the event that the Paul Bruhn Historic Revitalization Grants Program at the National Park Service is put on hold, the City of Sedalia will not be able to make a grant payment until that hold is revoked. In the event that the Paul Bruhn Historic Revitalization Grants Program is eliminated, your subgrant contract with the City of Sedalia will be terminated and no further payments made.
- D. In the event that performance is delayed by a natural disaster, pandemic, Act of God, war, insurrection, work stoppage, government order or directive, or other event or condition that is beyond the control of the parties, then further time for performance may be added to any date or deadline if authorized by the National Park Service, except that, in the event that the delay in performance shall continue for thirty (30) days, the City of Sedalia may, with the approval of the National Park Service, terminate this Agreement as of an effective date selected by the terminating party that is beyond the thirty (30) period of delay. In such event, the Parties shall equitably adjust payment and other terms and conditions as authorized by the National Park Service.

## ARTICLE IX – HISTORIC PRESERVATION FUND SPECIAL CONDITIONS

- A. City of Sedalia Responsibilities: The City of Sedalia is responsible for the following:
1. Review and approval of progress and final reporting to include compliance with 2 CFR 200.
  2. Concurrence with Program Administrator of recipient plans and specification for compliance with the Secretary of the Interior's Standards for Rehabilitation.
  3. Review and approval of project plans and specifications for compliance with Sections 106 (54 U.S.C. § 306108) and 110f (54 U.S.C. § 306107) of the National Historic Preservation Act.
  4. Review and approval for compliance with the National Environmental Policy Act (NEPA).
  5. Review and approval of project signage to notify the public of federal involvement.
  6. Any other reviews as determined by the City of Sedalia based on program needs or financial/programmatic risk factors.
- B. Eligible Costs: Eligible costs under this award are as described in this agreement and in the Historic Preservation Fund Grants Manual. For this program they include:
- a. Administrative costs necessary to complete and administer the grant requirements. Administrative costs may not exceed fifteen percent of the project budget.
  - b. Costs to develop architectural/engineering plans and specifications. Such costs must be incurred during the grant period and may not exceed 20% of the total project cost.
  - c. Rehabilitation of properties listed individually in the National Register of Historic Places and properties that contribute to historic districts listed in the National Register.
  - d. Cost for production of the project sign.
- C. Project Sign: The Recipient shall erect a project sign at the development site meeting the size, material, sign placement and content specifications provided by the City of Sedalia. Photographs of the project sign in place must be submitted as part of the initial progress report. The project sign is to remain in place through project completion.
- D. Publicity & Press Releases: Press releases about this project must acknowledge the grant assistance provided by the Historic Preservation Fund and the National Park Service, and copies of the press releases must be provided to the Program Administrator prior to issuance. All publicity and press releases related to activities funded with this award should include the following statement:
- “This project is supported by a grant from the Paul Bruhn Historic Revitalization Grants Program administered at the federal level by the National Park Service, Department of Interior, and by the City of Sedalia.”
- E. Consultants & Contractors: Consultant(s)/contractor(s) must have the requisite experience and training in historic preservation or relevant field to oversee the project work. All consultants and contractors must be competitively selected, and their qualifications forwarded to the Program Administrator for review of compliance with the Secretary of the Interior's Professional Qualification Standards. Consultants and contractors must agree to comply fully with all applicable laws and regulations in the conduct of activities specified in this agreement. See Article X, Section B. 7. for additional information.
- F. Covenant Requirement: Recipient agrees to assume, after the completion of the project, the total cost of continued maintenance, repair and administration of the grant-assisted property in a manner satisfactory to the Secretary of the Interior. As applicable, these obligations include reasonable

measures for the protection of the property, including from vandalism or destruction, which may include, as appropriate, monitoring and coordination with local authorities regarding a response to imminent threats.

Accordingly, Recipient agrees to sign a Preservation Covenant with the City of Sedalia. The term of the covenant must run from the end date of this agreement for 10 (ten) years. The covenant must be executed by registering it with the deed of the property. A photocopy of the executed covenant, stamped registered with the deed, must be submitted to the Program Administrator prior to release of the final grant payment by the City of Sedalia.

G. City of Sedalia Review of Plans and Specifications for Project Work:

1. Prior to the commencement of any project work, Recipient agrees to submit the following documentation to the Program Administrator for review. Program Administrator will obtain State Historic Preservation Office and National Park Service approvals as necessary and provide documentation of approval to Recipient.
    - a. a site plan that has the north direction clearly marked
    - b. plans and specifications for planned construction work to the building that will take place during the project period of this agreement or fall under review during the covenant period.
    - c. digital images of all exterior elevations of the building or site, with views identified and oriented and keyed to the site plan, as applicable
    - d. interior photographs of all major rooms and those involved in the project, labeled and keyed to a floor plan.
    - e. for National Historic Landmark Districts include overall views of the district from the project area.
    - f. any additional information as may be requested by the Program Administrator that will better enable a technical review of the project to be completed. This may include cut sheets and product samples.
  2. The Recipient must submit documents for the entire undertaking to the Program Administrator. All work undertaken during the project period will be reviewed for conformance with the Secretary of the Interior's Standards for Rehabilitation prior to the beginning of grant-assisted work. Work that does not conform with the Standards in the judgement of the Program Administrator and National Park Service will not be reimbursed and may cause the grant to be terminated.
- G. Compliance with ADA and ABA: The use of federal funds to improve public buildings, to finance services or programs contained in public buildings, or alter any building or facility financed in whole or in part with Federal funds (except privately owned residential structures), requires compliance with the 1990 Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and the Architectural Barriers Act (ABA). Work done to alter the property should be in compliance with all applicable regulations and guidance.
- H. Unanticipated Discovery Protocols: If project work includes ground disturbance and cultural resources are discovered in the course of project work, Recipient agrees that at a minimum, its contractors will immediately stop construction in the vicinity of the affected historic resource and take reasonable measures to avoid and minimize harm to the resources until the State Historic

Preservation Officer and/or Tribal Historic Preservation Officer (THPO), sub-Recipient or contractor, and Indian Tribes, as appropriate, have determined a suitable course of action within 15 calendar days.

With the express permission of the City of Sedalia, the Recipient or contractor may perform additional measures to secure the jobsite if the Recipient or contractor determines that unfinished work in the vicinity of the affected historic property would cause safety or security concerns.

## ARTICLE X - GENERAL & SPECIAL PROVISIONS

### A. General Provisions

1. OMB Circulars and Other Regulations. The following Federal regulations are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>):
  - a. Administrative Requirements: 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
  - b. Determination of Allowable Costs: 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E and Subpart F
  - c. Code of Federal Regulations/Regulatory Requirements: 2 CFR Part 182 & 1401, “Government-wide Requirements for a Drug-Free Workplace”;
  - d. 2 CFR 180 & 1400, “Non-Procurement Debarment and Suspension”, previously located at 43 CFR Part 42, “Governmentwide Debarment and Suspension (Non-Procurement).” Prior to entering contract, Recipient agrees to visit <https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf> to check whether contractors selected for this project are currently debarred.
  - e. 43 CFR 18, “New Restrictions on Lobbying”;
  - f. 2 CFR Part 175, “Trafficking Victims Protection Act of 2000”.
    - a.
  - g. FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions.
2. Non-Discrimination. All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
3. Lobbying Prohibition. 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002. No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure,

or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110–161) also apply.

4. Buy American Act. Pursuant to Section 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, Buy American Requirements for Assistance Programs. In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this Act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.
5. Per Executive Order 13858, entitled "Strengthening Buy-American Preferences for Infrastructure Projects" the Recipient shall maximize, consistent with law, the use of iron and steel goods, products, and materials produced in the United States, for infrastructure projects as defined by the Executive Order when the scope of work includes alteration, construction, conversion, demolition, extension, improvement, maintenance, reconstruction, rehabilitation, or repair.
6. Minority Business Enterprise Development. Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. The Ohio History Connection is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order. See Article X, Section B.5. for additional information.
7. Assignment. No part of this Agreement shall be assigned to any other party without prior written approval of the City of Sedalia Program Administrator.
8. Member of Congress. Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
9. Agency. The Recipient is not an agent or representative of the United States, the Department of the Interior, the City of Sedalia, the National Park Service, nor will the Recipient represent itself as such to third parties. City of Sedalia employees are not agents of the Recipient and will not act on behalf of the Recipient.
10. Non-Exclusive Agreement. This Agreement in no way restricts the Recipient or the City of Sedalia from entering into similar agreements or participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
11. Survival. Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent,

which have arisen during the term of and in connection with this Agreement shall survive expiration or termination of this Agreement.

12. **Partial Invalidity.** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
13. **Captions and Headings.** The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.
14. **Relationship of Parties.** This Agreement is not intended to and shall not be construed to create an employment relationship, partnership or joint venture between the City of Sedalia and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.
15. **No Third-Party Rights.** This Agreement creates enforceable obligations between the City of Sedalia and Recipient. Except as expressly provided herein, and related to project oversight by the City of Sedalia, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.
16. **Program Income.** If the Recipient earns program income, as defined in 2 CFR §200.80, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (2 CFR §200.305 (5)). As allowed under 2 CFR §200.307, program income may be added to the Federal award by the Federal agency and the Recipient. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.

## B. Special Provisions

### 1. Public Information and Endorsements

- a. Recipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies the City of Sedalia, governmental, departmental, bureau, or government employee endorsement of a business, product, service, or position which the Recipient represents. No release of information relating to this award may state or imply that the Government or City of Sedalia approves of the Recipient's work products or considers the Recipient's work product to be superior to other products or services.
- b. Recipient must obtain prior approval of Program Administrator for any public information releases concerning this award which refer to the U.S. Department of the Interior or any bureau or employee (by name or title).



2. **Rights in Data.** The Recipient grants the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
3. **Retention and Access Requirements for Records.** All Recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 CFR Part 200.333–200.337, generally for three years following receipt of the final grant payment.
4. **Audit Requirements**
  - a. Recipients that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501–7507) and 2 CFR Part 200, Subpart F.
  - b. Recipients that expend less than \$750,000 during a fiscal year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, General Accounting Office (GAO) and the Ohio History Connection.
5. **Procurement Procedures.** It is a national policy to place a fair share of purchases with minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness. Positive efforts shall be made by recipients and any contractors and consultants to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:
  - a. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
  - b. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
  - c. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
  - d. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
  - e. Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.

- f. All procurement transactions, without regard to dollar value, shall be conducted in a manner that provides maximum open and free competition. The Recipient shall use its own procurement procedures that reflect applicable State and local laws and regulations. The City of Sedalia, shall review all Requests for Proposals, Invitations to Bid, and/or price quotation documents prior to issuance to ensure that the scope of work meets applicable Secretary of the Interior's Standards. In addition to maintaining acceptable financial records, the Recipient shall maintain records sufficient to detail the history of any procurement and award.
- 6. Subcontracts. The Recipient may subcontract for the performance of the services and activities herein prescribed. The Recipient should not execute any subcontract until this Grant Agreement, against which costs will be charged, has been executed between the Recipient and the City of Sedalia. Any contract or agreement prepared by the Recipient shall be submitted to Program Administrator for review and approval prior to execution. Recipient agrees that subcontracts will not be altered without written approval from Program Administrator. The execution of subcontracts shall not alter or modify the obligations of the Recipient hereunder.

The Recipient shall not enter into any subcontract wherein the consideration for work or material there under is based upon the "cost-plus-a-percentage-of-cost" or "cost-plus" method. A copy of each executed subcontract entered into for project work shall be forwarded to the City of Sedalia upon execution of the subcontract.

- H. Consultant Services. The use of individual consultant services as part of the grant project, funded either by the Federal share or matching share, shall be documented in the following manner: evidence is to be shown that the fee is appropriate considering the qualifications of the consultant, his/her normal charges and the nature of the services to be provided. No person employed as a consultant, or by a firm providing consultant services, shall receive more than a reasonable rate of compensation for personal services paid with federal funds, or when such services are contributed as matching share. This rate shall not exceed the maximum daily rate of compensation in the Federal Civil Service equal to 120 percent of a GS-15, step 10 salary. Written agreements between the parties shall be executed detailing the responsibilities, standards, and fees. The services of a consultant shall be procured per Section 13 and shall be subject to the provisions of section 14 governing subcontracts. Federal contracting and procurement guidance can be found in 2 CFR 200.318. Maximum rates charged to this grant may not exceed 120% of a Federal Civil Service GS-15, step 10 salary per project location. Current regional salary tables can be found on the Office of Personnel and Management website: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>.
- 7. Professional Qualifications of Principal Project Personnel. Principal project personnel must meet appropriate professional qualification standards as published in the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation, 48 CFR 44716, incorporated herein, by reference. Principal project personnel may be Recipient staff or a hired consultant or contractor. A copy of personnel's qualifications shall be provided to Program Administrator upon execution of the Grant Agreement or with the contract if a consultant is being hired.
- 8. Permits. Recipient agrees to obtain any permits, certificates of appropriateness or other permissions as necessary for the performance of the project work.

9. Prohibition on Text Messaging while Driving. In keeping with Executive Order 13513, text messaging while driving as part of business related to this grant award is strongly discouraged.
10. Trafficking in Persons. This term of award is pursuant to paragraph (g) of Section 106 of the Trafficking Victims Protections Act of 2000, as amended (2 CFR §175.15).
11. Conflict of Interest: Recipients must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the Recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement. In addition, no key official of the Recipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to Recipient or in development of the requirement leading to the funding announcement. Recipient may not solicit, obtain, or use non-public information regarding the evaluation, award, or administration of this award or the development of a Federal financial assistance opportunity that may be of competitive interest to the Recipient. Recipient must disclose in writing any conflict of interest to the Program Administrator.
12. Minimum Wages Under Executive Order 13658 (January 2015): In accordance with Executive Order 131658, the minimum wage that must be paid under any contract or subcontract awarded pursuant to this agreement is \$10.80 per hour, which must be adjusted annually during the term of this agreement to meet the Secretary of Labor's annual E.O. minimum wage agreement.

#### ARTICLE X – SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

FOR THE RECIPIENT

CITY OF SEDALIA

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

**AN ORDINANCE GRANTING A CHANGE IN ZONING CLASSIFICATION FROM R-1 (SINGLE-FAMILY RESIDENTIAL) TO R-3 (APARTMENT HOUSE) ON CERTAIN PROPERTY LOCATED AT 2609 SOUTH GRAND, IN THE CITY OF SEDALIA, MISSOURI, IN ACCORDANCE WITH CHAPTER 64, OF THE CITY CODE OF THE CITY OF SEDALIA, MISSOURI.**

**WHEREAS**, the City received an application from Serghei and Karina Comerzan (“Applicants”) to rezone certain property within the City from District R-1 Single-Family Residential (“Rezoning Application”) to R-3 Apartment House; and

**WHEREAS**, Notice of a public hearing before the City’s Planning & Zoning Commission (“Commission”) was published in a paper of general circulation within the city on May 23, 2025; and mailed to all property owners subject to the rezoning and within 185 feet of the property proposed to be rezoned; and

**WHEREAS**, on June 4, 2025, the Commission opened the public hearing and all those interested and wishing to testify were given the opportunity; and

**WHEREAS**, after the public hearing was closed, the Commission unanimously recommended (7 -Yes; 0 -No) that the Sedalia City Council (“City Council”) deny the rezoning of that certain property that is subject to the Rezoning Application, from R–1 to R-3.

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

**Section 1.** That upon review of the record presented in a public hearing before the Commission, the final report, and recommendation of the Commission, the City Council hereby approves the Rezoning Application.

**Section 2.** The said real estate mentioned in Section 1 is described and attached to this ordinance as Exhibit A.

**Section 3.** The Zoning Ordinances of the City of Sedalia, Missouri are hereby amended so that the real estate described in Exhibit A, which is presently zoned R–1 Single-Family Residential is rezoned in its entirety to R-3 Apartment House.

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 16<sup>th</sup> day of June, 2025.

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

Approved by the Mayor of said City this 16<sup>th</sup> day of June, 2025.

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

ATTEST:

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

**EXHIBIT A**

**LEGAL DESCRIPTIONS**

**2609 South Grand:**

*2609 SOUTH GRAND AVENUE, BEG 360' N OF SW COR NW SE & 30' E OF E LI GRAND AVE E 135'  
N 150' W 135' S 150' TO BEG 09 45 21, SEDALIA, MO*



## MEMORANDUM

To: Planning & Zoning Commission  
From: Bryan Kopp, Community Development Director  
Date: May 22<sup>nd</sup>, 2025  
Subject: 2609 S Grand, Rezoning R-1 to R-3  
Applicant: Property Owners: Serghei and Karina Comerzan

---

**Description of Request:** Applicants requests rezoning of the property located at 2609 S Grand. Current zoning of the property is R-1 Single-Family Residential. The applicants are requesting a rezoning of R-3 Apartment House.

**Land Use Review:** The subject property is currently vacant land and a corner lot consisting of approximately 0.47 acres. Applicants desire to use the property for the development of a fourplex or townhomes.

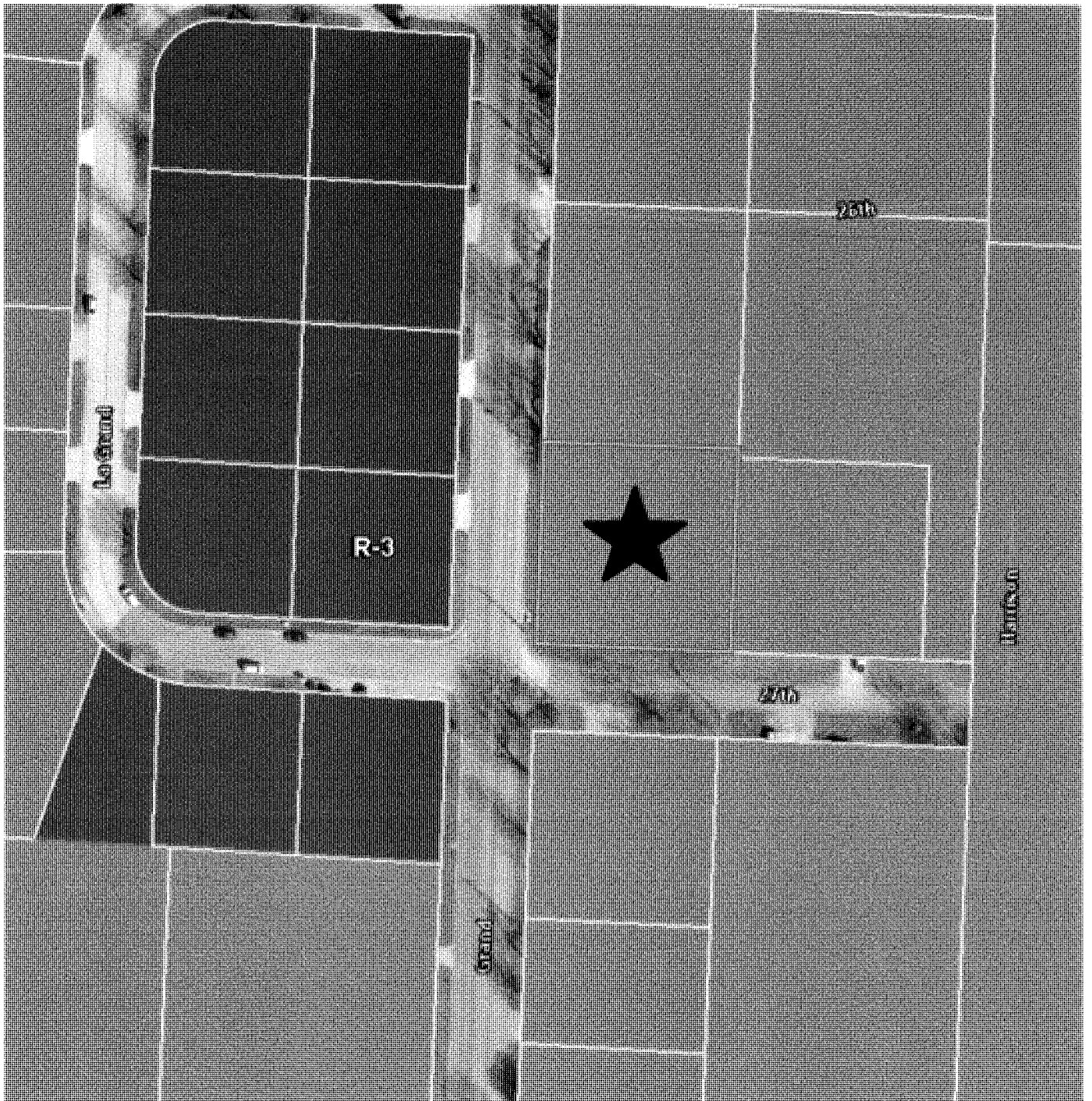
The adjacent properties to the north, south, and east are zoned R-1 Single-Family Residential. The block of eight (8) lots to the west and three (3) lots to the immediate southwest are zoned R-3 Apartment House.

**Staff Recommendation:** Staff recommends the application for rezoning be approved for the following reasons:

1. The change of zoning from R-1 Single-Family Residential to R-3 Apartment House is compatible with the surrounding uses and the proposed use of the subject property.
2. The City of Sedalia Comprehensive Plan indicates this area is designated for future residential use.
3. The rezoning of the property would be in the general interest of the public as it aligns with community goals outlined in the comprehensive plan.

Should you have any questions or concerns regarding anything outlined in this advisory, please contact me at 827-3000 or [bkopp@sedalia.com](mailto:bkopp@sedalia.com).







Serghei Comerzan 04/29/2025 3515 Ashland Ln  
Sedalia, MO 65301  
(253)241-8647

Subject: Rezoning Request for property located at 2609 S Grand Ave Sedalia, MO 65301

Dear Zoning Commision members,

I am writing to formally request a rezoning of the property located at 2609 S Grand Ave Sedalia, MO 65301. Its current zoning classification is single family . We would like to change it to R3.

The proposed zoning change would allow for the development of townhomes or other multiple-family dwellings, which would be a valuable contribution to the housing market in our town. It would produce several benefits such as economic growth and more housing options for the residents of Sedalia.

The proposing zoning aligns with the existing development across the street. There is an existing apartment complex that residents of Sedlia are able to rent.

The properties unique features such as the size of the lot and location would make it tremendously well suited for the proposed development.

Please contact me if you have any further questions regarding this request.

Sincerely,

APPLICATION FOR AN  
AMENDMENT TO THE ZONING DISTRICT MAP

Sedalia City Planning & Zoning Commission  
200 S. Osage Avenue  
Sedalia, Missouri 65301

DO NOT WRITE IN THIS SPACE

Date of Public Hearing \_\_\_\_\_  
Date Submitted 4/29/2025  
Date Advertised \_\_\_\_\_  
Date of Mailing \_\_\_\_\_  
Checked By \_\_\_\_\_  
Receipt No. 0010170108  
Commission Action \_\_\_\_\_  
Council Action \_\_\_\_\_

1. Applicant's Name Sergei & Karina Comerzan
2. Applicant's Address 3515 Ashland Lane Sedalia MO 65301
3. Telephone Number (Home) \_\_\_\_\_ (Business) \_\_\_\_\_
4. Present Zoning R1 Single family Requested Zoning R3
5. Legal Description of property requested to be rezoned, with street address or location:  
2609 S Grand Ave Sedalia, MO 65301  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. Area of subject property, square feet and/or acres 0.47 acres
7. Present Use of subject property vacant lot
8. Desired use of subject property proposed development of a fourplex or town homes
9. What is the present use of the adjoining properties? North residential homes  
South residential homes East residential homes West apartment complex
10. How can you justify the proposed zoning change? (To answer this question, see Page 1, Item 2)
11. Time schedule for development start in 1-2 years
12. Is property in a flood plain district? If yes, please indicate applicable FEMA Map applicable zone N/A Has base flood elevation been established? \_\_\_\_\_  
If yes, please explain how such elevation was determined. \_\_\_\_\_
13. Public Utilities available at site: Sewer yes " at Sedalia city sewer  
Water yes  
at Sedalia water department  
Natural Gas \_\_\_\_\_ " at \_\_\_\_\_  
Electric yes  
at Energy
14. Exhibits furnished statement of intent
15. [Signature] 3515 Ashland Lane Sedalia MO 65301  
Signature of Applicant Address of Applicant
16. Relationship of applicant to property: Owner ☒ Agent ☐
17. Other \_\_\_\_\_  
(Explain)

RECEIVED  
4/29/25

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

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

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO AT & T TO CONSTRUCT A COMMUNICATIONS TOWER ON PROPERTY LOCATED AT 314 EAST SAINT LOUIS STREET IN THE CITY OF SEDALIA, MISSOURI.**

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

**Section 1.** The Planning and Zoning Commission of the City of Sedalia, Missouri, upon the application, hereinafter described, from Russell Been on behalf of AT & T for Sims Trailer Direct LLC, has recommended by a 7 -Yes 0 -No vote, that its Special Use Permit application be granted for the construction of a 150 foot guyed communications tower on said location. This recommendation was made after publication of notice on May 23, 2025 in The Sedalia Democrat as required by the ordinances of the City of Sedalia, Missouri and the laws of the State of Missouri, a full public hearing on June 4, 2025 to consider the application, and upon the hearing and examination of the application by the said Planning and Zoning Commission on June 4, 2025.

**Section 2.** The said real estate mentioned in Section 1 hereof is described as follows:

SEE ATTACHED EXHIBIT A

**Section 3.** The Council determines that the proposed use is compatible with the surrounding neighborhood and authorizes the applicant to proceed with obtaining necessary licenses and documentations as needed to placed said communications tower on said site.

**Section 4.** This ordinance shall take effect and be in full force from and after its passage by the City Council and approval by the Mayor.

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 16<sup>th</sup> day of June, 2025.

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

Approved by the Mayor of said City this 16<sup>th</sup> day of June, 2025.

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

Attest:

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

EXHIBIT A

**314 East Saint Louis Street:**

*314 EAST SAINT LOUIS STREET, ALL LOT 9 & W ½ LOT 10 BLK B ORIGINAL PLAT ADD SEDALIA, MO*



## MEMORANDUM

To: Planning & Zoning Commission  
From: Bryan Kopp, Community Development Director  
Date: May 22<sup>nd</sup>, 2025  
Subject: 314 E St Loius St - Special Use Permit: Wireless Communications Tower  
Applicant: Russell Been of behalf of AT&T for Sims Trailer Direct LLC

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**Description of Request:** Applicant request a special use permit for the installation of a wireless communications tower at 314 E St. Louis Street.

**Land Use Review:** The subject property is currently vacant land consisting of approximately 0.2 acres. This entire block bordered by N Lamine Ave to the east and N Washington Ave to the west is zoned M-1 Light Industrial. This property is bordered to the immediate south by railroad tracks.

The adjacent properties to the north are zoned R-3 Apartment House with multiple vacant and undeveloped lots, including the two vacant lots to the immediately north of the subject property.

**Staff Recommendation:** Staff recommends the application for special use be approved for the following reasons:

1. The proposed use when completed will generate very little traffic to the area and have minimal impact to the surrounding properties.
2. The City of Sedalia Comprehensive Plan indicates this area is designated for future light industrial use.
3. The proposed development would be in the general interest of the public as it aligns with community goals outlined in the comprehensive plan and improves communication capabilities within the city limits.

Should you have any questions or concerns regarding anything outlined in this advisory, please contact me at 827-3000 or [bkopp@sedalia.com](mailto:bkopp@sedalia.com).



152003208003000

Owner: SIMS TRAILER DIRECT LLC  
Address: 314 E ST LOUIS  
Area: 0.20 Acres

[View Parcel Report](#) | [Pictometry Imagery](#) | [Google Maps](#)



## Nicole Hathaway

---

**From:** website@mg.sedalia.com on behalf of City of Sedalia Website  
<website@mg.sedalia.com>  
**Sent:** Thursday, April 10, 2025 12:02 PM  
**To:** SpecialUsePermitApp  
**Subject:** No Reply - New Special Use Permit Application from Russell Been

The confirmation number is: 17-7349

### **Applicant Information**

#### **Name**

Russell Been

#### **Address**

340 Marshall Road  
Valley Park, Missouri 63088  
United States  
[Map It](#)

#### **Email**

[russ@collectivesolutions.com](mailto:russ@collectivesolutions.com)

#### **Phone**

(314) 369-3032

### **Property Information**

#### **Legal Description of property requested to be rezoned, with street address or location.**

314 E. St. Louis  
Sedalia, MO 65301

#### **Area of Subject Property (Square Feet and/or Acres)**

9000 sq ft

#### **Present Use of Subject Property**

vacant

#### **Desired Use of Subject Property**

150' monopole style wireless communications facility with 4' lightning rod

#### **Present Use of the Adjoining Property to the North**

vacant

#### **Present Use of the Adjoining Property to the East**

vacant

#### **Present Use of the Adjoining Property to the South**

railroad

#### **Present Use of the Adjoining Property to the West**



vacant

**Time Schedule for Development**

5 months

**Is the property in a flood plain district?**

No

**Sewer available at site?**

No

**Sewer Available At**

N/A

**Water available at site?**

No

**Water Available At**

n/a

**Natural gas available at site?**

No

**Natural Gas Available At**

n/a

**Electric available at site?**

Yes

**Electric Available At**

Transformer at northwest corner of property

**Exhibits Furnished**

site plan and survey

**Applicant Relationship and Signature**

**Relationship of Applicant to Property**

Agent

**Signature of Applicant**



**Order**

Product	Qty	Unit Price	Price
Special Use Permit Fee	1	\$350.00	\$350.00
			<b>Sub Total \$350.00</b>
			<b>Total \$350.00</b>

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

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

**AN ORDINANCE APPROVING A MURAL LICENSE AGREEMENT FOR PROPERTY  
LOCATED AT 608 SOUTH OHIO.**

**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 Mural License Agreement with Cassandra Nicole Hill for property located at 608 South Ohio, attached hereto and incorporated by reference herein.

**Section 2.** The Mayor or City Administrator are authorized and directed to execute any mural license agreement with Cassandra Nicole Hill in the same form and content as the agreement has been proposed.

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 16<sup>th</sup> day of June, 2025.

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

Approved by the Mayor of said City this 16<sup>th</sup> day of June, 2025.

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

ATTEST:

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

## **MURAL LICENSE AGREEMENT**

This agreement is made between the City of Sedalia ("Licensee") and Cassandra Nicole Hill ("Owner").

### **RECITALS**

1. Owner is the owner of certain real property known as 608 South Ohio Avenue, Sedalia, Missouri, (the "Property").
2. Licensee has requested a license to paint a mural (the "Mural" on the south side of the building (the "Building").
3. The Building is currently leased to Ohio Hair Company("Tenant").
4. Owner is willing to grant to Licensee such license subject to and in accordance with the terms, conditions, covenants, and provisions of the Agreement.

### **AGREEMENT**

In consideration of the mutual agreements set forth, the parties agree:

**A. Grant of License.** Subject to the terms, conditions, covenants and provisions of the Agreement, Owner grants to Licensee a non-exclusive, nontransferable license (the "License") for the sole purpose of painting a Mural on that portion of the Building location described above. Owner shall provide to Licensee reasonable non-exclusive access to, and reasonable non-exclusive use of, space or pathways adjacent to the Building, as reasonable necessary and incident to painting the Mural.

**B. Term of License.** The License shall be for a term of twenty (20) years commencing on the date

of this Agreement. Owner reserves the right to terminate the License during the initial or renewal term upon written notice to Licensee: (i) if necessary to effectuate or accommodate any structural changes, necessary architectural corrections, or alterations to the part of the Building comprised of the wall on which the Mural is to be painted, or (ii) the building suffers a major casualty or condemnation which materially affects the Building or portions of the mural thereof.

**C. Installation and Insurance.** Licensee shall solely be responsible for negotiating and entering into the agreement with the artist (the "Artist") for the Mural, and Owner shall have no responsibility or liability in connection therewith. The Mural shall be installed and maintained at Licensee's sole cost and expense. Licensee's access to the Property and the Licensed Area is solely for the purpose of installing and maintain the Mural in the Licensed Area, subject to advance notice to, and in coordination with Owner. No portion of the Licensed Area shall be used by Licensee for any other purposes than herein expressly permitted. During the installation and any maintenance work on the Mural, Licensee will require the Artist, and each contractor utilized by the Artist, to obtain and maintain, enforce a policy of public liability insurance with coverage limits of \$250,000.00 covering activities of the Artist under this Agreement. If required by state law, Licensee will require the Artist, and any contractor used by the Artist to maintain workers' compensation coverage with statutory limits and employer's liability coverage. All work done in conjunction with the installation and maintenance of the Mural shall comply with all applicable laws and regulations.

**D. Responsibility of Licensee.** Licensee shall conduct all activities related to the Mural in such a manner as will minimize any disruption of or interference with the normal activities of the Owner. Licensee agrees to use its best efforts to complete the Mural in reasonable time period. The Mural and all activities related thereto shall be completed promptly in a good and workmanlike manner and in compliance with all applicable governmental laws, regulations and other requirements.

**E. Risk and Permits.** Licensee shall (i) enter and use the Property and the Licensed Area, and

conduct all activities related to the Mural, as its sole risk and expense; (ii) obtain, at its own cost and expense, all governmental approvals, licenses, permits and certificates, comply with all laws, statutes, rules and regulations, and pay any sales or use taxes or other taxes, impositions or levies as are required by any governmental authority. Nothing herein obligates Licensee to pay any part of the real estate taxes for the Property. Owner agrees to not seek any exemption for real estate taxes as a result of this Agreement.

**F. Condition of Licensed Area and Access.** Licensee acknowledges that the Licensed Area is presented to Licensee under these terms and conditions in its "As Is" condition. Any defect or condition of the licensed Area shall not give rise to any right, claim or demand on behalf of Licensee. Licensee shall not install, construct or erect any structures, buildings, signs or other improvements on the Licensed Area or the property, except for the Mural on the Licensed Area and a suitable plaque regarding the Mural. Licensee shall not interfere with or disturb the use and quiet enjoyment of any property of the Property by the Owner, Tenant, or any other occupant thereof. Owner shall not cover or obstruct the view of the Mural or Licensed Area.

**G. License Only, Binding Effect, and Other Provisions.** Owner and Licensee expressly agree and declare that this Agreement shall not (i) create between them the relationship of landlord and tenant with respect to the Licensed Area, or (ii) confer any rights upon Licensee as would exist in a landlord-tenant relationship; or (iii) create a joint venture or other arrangement between Owner and Licensee. This Agreement creates a privilege on the part of the Licensee, personal to Licensee, to install and maintain the Mural in the License Area in the manner described in this Agreement. This Agreement may not be changed or terminated except as provided in Paragraph B of this Agreement or by written agreement signed by Owner and Licensee. This Agreement shall be binding upon and inure to the benefit of the respective heirs, assigns and successors in interest of the Licensee and Owner. The recitals set forth at the beginning of this Agreement are hereby incorporated within and made an integral part

of this Agreement.

**H. Notices.** All notices, consents, approvals and requests required or permitted under this Agreement shall be given in writing and shall be effective for all purposes if sent by certified United States mail to the addresses at the beginning of this Agreement.

**I. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which collectively shall be deemed one and the same instrument.

Signed the date written opposite the parties' signatures.

Dated: \_\_\_\_\_, 2025.

City of Sedalia

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

"LICENSEE"

Owner

Dated: \_\_\_\_\_, 2025.

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

"OWNER"

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

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

**AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FROM HAVRE GRAFFITI FOR THE COMPLETION OF A MURAL LOCATED AT 608 SOUTH OHIO.**

**WHEREAS**, the City of Sedalia, Missouri has received a quote from HAVRE Graffiti, for the completion of a mural in Downtown Sedalia on the South exterior wall of the building located at 608 South Ohio; and

**WHEREAS**, under the quote, the City of Sedalia shall pay the sum and amount of Ten Thousand Dollars (\$10,000.00) to HAVRE Graffiti, for said mural as more fully described in the proposed quote attached hereto as Exhibit A 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 HAVRE Graffiti in substantively the same form and content as the quote has been proposed.

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

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

**Section 4.** This ordinance shall 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 16<sup>th</sup> day of June, 2025.

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

Approved by the Mayor of said City this 16<sup>th</sup> day of June, 2025.

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

ATTEST:

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



City of Sedalia

## Custom Mural Proposal

Thank you for considering HAVRE Graffiti to complete your custom mural. Please read through this Proposal for the mural requested.

This proposal outlines the agreement between City of Sedalia ("Client") and HAVRE Graffiti ("Artist"), and outlines the Client's and Artist's rights regarding the custom mural described within, if HAVRE Graffiti is commissioned for this mural project.

### I. Scope of Work

The proposal is for HAVRE Graffiti to paint a custom exterior mural in the City of Sedalia, located at 608 S. Ohio Ave, Sedalia, MO. If HAVRE Graffiti is hired for this mural, the Client agrees that they have the authority to commission HAVRE Graffiti to paint this custom mural, and grant HAVRE Graffiti full permission to paint this custom mural on this property.

Below is the proposed mural design for this location, as requested by the parties involved. HAVRE Graffiti agrees that the mural will be painted in the likeness of the agreed upon designs. Some artistic or technical alterations may occur during the painting of the mural as deemed necessary by the Artist to ensure an aesthetically pleasing mural. The Client understands that the medium used to create this mural is spray paint, and the mural may not be exact to the digital rendering shown below, though it will be as similar as possible.





## II. Deadlines and Completion

The Client and HAVRE Graffiti have not specified any deadlines for completion of this mural. Once payment for supplies is received, HAVRE Graffiti will place the order for the specialty spray paint, which typically takes 6-8 business days to ship. Once the spray paint has arrived, HAVRE Graffiti will make every effort to complete the mural in a timely manner, and the mural will take approximately 2 ½ weeks to complete, weather permitting. The mural will be completed during times that the Client agrees to, and Client will provide access to the property during those agreed upon times. Once a date to start the mural is agreed upon and scheduled, HAVRE Graffiti will commit to those dates and will not schedule other work during that time. As such, if the Client wants to cancel that date and reschedule, HAVRE Graffiti asks for at least a one week notice.

## III. Compensation

**The total cost for this custom mural is \$10,000.**

**If this proposal is approved and HAVRE Graffiti is hired for this commissioned mural, a contract will be sent to the Client and the payment structure would be as follows:**

**The Client agrees to be fully responsible for this total cost and paying these costs as outlined below:**

- **The cost for supplies and paint is \$4,200, and is due upon signing of the contract. This cost is nonrefundable.**
- **The remaining cost for labor, and taxes is \$5,800.00, and is due upon completion of the custom mural.**

**If the Client asks to change anything on the custom mural after the contract is signed, additional fees may incur for supplies and labor, and must be agreed upon in writing.**

## IV. Artist's Right to Credit

HAVRE Graffiti may use photos of the Client's completed mural in the Artist's portfolio, including, but not limited to, on their social media pages, on their website, and for other marketing purposes.

## V. Safety and Liability

While HAVRE Graffiti has not experienced any accident or injury on any job site, should one occur to the Artist during the completion of the Client's mural, the Client can rest assured that they will not be held liable for any medical bills or treatment, unless the Client deliberately caused the injury or accident.

## VI. Durability of the Mural

HAVRE Graffiti uses quality primer, spray paint, and sealer (unless the Client opted out of using a sealer) to extend the custom mural's durability and quality for years to come, however, HAVRE Graffiti is not liable for any damage done to the mural after its completion. HAVRE Graffiti does not provide a guarantee for how long the mural will remain in quality condition, as there are a variety of factors outside of the Artist's control that can affect the longevity of the custom mural. If the Client needs any touch ups or needs any part of the mural redone, an additional fee may apply.

If the Client has any questions regarding this proposal, please call HAVRE Graffiti at (614) 313-4496 or email [havregraffiti@gmail.com](mailto:havregraffiti@gmail.com).



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Preuitt Insurance Services 622 S. Ohio Ave Sedalia, MO 653014414	<b>CONTACT NAME:</b> COREY BOND, CISR
	<b>PHONE (A/C, No, Ext):</b> (660) 826-6262 <b>FAX (A/C, No):</b> (660) 826-1340
	<b>E-MAIL ADDRESS:</b> megan@preuitt-ins.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A :</b>
	<b>INSURER B :</b>
	<b>INSURER C :</b>
	<b>INSURER D :</b>
	<b>INSURER E :</b>
	<b>INSURER F :</b>

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			1003748382	05/29/2025	05/29/2026	EACH OCCURRENCE \$ 300,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 300,000 GENERAL AGGREGATE \$ 600,000 PRODUCTS - COMP/OP AGG \$ 600,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

CITY OF SEDALIA  
200 S OSAGE AVE  
SEDALIA, MO 65301

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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