



City Council Meeting Agenda

Monday, October 20, 2025 – 6:30 p.m.
City Hall, 200 South Osage, Sedalia MO

MAYOR: ANDREW L. DAWSON

MAYOR PRO-TEM: RHIANNON M. FOSTER

A. **CALL TO ORDER** – Mayor Dawson – Council Chambers

B. **LEGISLATIVE PRAYER & PLEDGE OF ALLEGIANCE**

C. **ROLL CALL**

D. **SPECIAL AWARDS**

1. Sedalia Fire Department – Badge Pinnings

- William “Thomas” Holman – Firefighter
- Jacob Walker – Firefighter
- Connor Moriarty – Firefighter

E. **SERVICE AWARDS/RETIREMENT AWARDS** – None

I. **APPROVAL OF PREVIOUS SESSION MINUTES**

A. Council Meeting – October 6, 2025

II. **REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES**

A. Acceptance of Citizen’s Traffic Advisory Commission minutes dated September 10, 2025

III. **UNFINISHED BUSINESS**

FINANCE/ADMINISTRATION – Chairwoman Tina Boggess; Vice Chairwoman Rhiannon M. Foster

1. Building Permit Fee Waiver – Coffee Shop Remodel – State Fair Community College (Tabled at October 6, 2025 Council Meeting)

Council Discussion led by Chairwoman Boggess

R 2148 Call for Resolution of the City Council of the City of Sedalia, Missouri, waiving permit fees for a coffee shop remodel in the Donald C. Proctor Library at State Fair Community College – Mayor Dawson

IV. **ROLL CALL OF STANDING COMMITTEES**

A. **FINANCE / ADMINISTRATION** – Chairwoman Tina Boggess; Vice Chairwoman, Rhiannon M. Foster

1. Presentation – Employee Insurance Renewal (IMA, Presenters)

2. Presentation – Revenue Collection Trends (Jessica Pyle, Presenter)

3. Strategic Planning Presentation – City Clerk’s Office (Jason Myers, Presenter)

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

1. Process Approval for Permissive use of Right of Way

Council Discussion led by Chairwoman Franklin

BILL NO. 2025-176 Call for Ordinance Authorizing a process for permissive use of Right of Way – Mayor Dawson

2. Annexation & Utility Services Agreement – Dennis & Diana Melnichuk
– Connection to Sanitary Sewer & Water Distribution Systems – 3570 Ashland Lane

Council Discussion led by Chairwoman Franklin

BILL NO. 2025-177 Call for Ordinance Authorizing an Annexation and Utility Services Agreement for Connection of property located at 3570 Ashland Lane to the City of Sedalia’s sanitary sewer and water distribution systems – Mayor Dawson

3. Professional Services for Condition Assessment of SE Wastewater Treatment Plant – CMT Engineering

Council Discussion led by Chairwoman Franklin

BILL NO. 2025-178 Call for Ordinance Authorizing a Professional Services agreement for Condition Assessment of the Southeast Wastewater Treatment Facility – Mayor Dawson

4. Establishing a 3-way Stop sign – Intersection of Southwest Boulevard and Skyline Drive

Council Discussion led by Chairwoman Franklin

BILL NO. 2025-179 Call for Ordinance Establishing a 3-way Stop Sign at the intersection of Southwest Boulevard and Skyline Drive – Mayor Dawson

- C. **PUBLIC SAFETY** – Chairman Lee Scribner; Vice Chairman Jack Robinson – No Report.
- D. **COMMUNITY DEVELOPMENT** – Chairwoman Rhiannon M. Foster; Vice Chairwoman Cheryl Ames – No Report.

V. OTHER BUSINESS

A. APPOINTMENTS – None

B. LIQUOR LICENSES

New:

* Lisa Volk dba The End Zone, 3129 West Broadway, Ducks Unlimited – The State Fair Grounds, 2503 West 16th, October 25, 2025, 5:30 p.m. to 11:59 p.m. – Special Event – \$15.00

Renewal:

*Paul Beykirch dba County Distributing Co Inc, 1800 Eagleview Drive, Wholesale Beer – \$50.00

*Paige Shearer dba The Local Tap, 700 South Ohio, Liquor by the Drink – \$450.00

VI. MISCELLANEOUS ITEMS FROM MAYOR, CITY COUNCIL AND CITY ADMINISTRATOR

VII. 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,

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

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.”

VIII. 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

IX. BUSINESS RELATED TO CLOSED DOOR MEETING

A. Motion and Second to return to regular meeting

B. Roll Call

C. Approval of Closed-Door Meeting Items

X. 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 OCTOBER 17, 2025, AT 3:30 P.M. AT THE SEDALIA MUNICIPAL BUILDING, BOONSLICK REGIONAL LIBRARY, SEDALIA PUBLIC LIBRARY AND ON THE CITY’S WEBSITE AT WWW.SEDALIA.COM



OFFICE OF THE CITY ADMINISTRATOR

To: Honorable Mayor Andrew L. Dawson & City Council Members
From: Matthew Wirt, City Administrator
Re: Agenda items for City Council meeting on Monday, October 20th 6:30 p.m.

Finance/Administration – There is one item of unfinished business and three items for consideration through the Finance/Administration Committee.

Unfinished Business: In the past, the City Council has approved the waiver of building permit fees for several State Fair Community College (SFCC) expansion projects. The college continues to invest in campus improvements, and SFCC President Brent Bates has formally requested that the City waive all building permit fees for the remodel of a coffee shop located within the Donald C. Proctor Library. After questions of who would be running the coffee shop, Dr. Bates shared that the project will be run by the SFCC Foundation, which aims to enhance the student experience by adding this new service to the library. The Foundation will operate the coffee shop for the first two years, after which SFCC will assume management. The space will feature a front and back counter serving coffee, specialty drinks, and packaged snacks. Revenue generated from the shop will support the SFCC Foundation and its efforts to enrich student opportunities and campus life.

This project also aligns with one of the college's strategic initiatives, to provide every student with work experience prior to completion through internships, apprenticeships, campus employment, and work-study opportunities. Student employees will operate the shop, gaining valuable customer service and operational experience. A resolution has been prepared for Council's consideration to authorize the waiver of these fees.

1. City staff, in coordination with IMA, the City's insurance broker, conducted an extensive review of the marketplace to identify the most competitive and comprehensive health insurance options for employees. The goal was to balance quality coverage with fiscal responsibility to both employees and the City.

Despite challenging market conditions and continued increases in healthcare costs, staff and IMA worked diligently to keep premium increases as low as possible while maintaining strong benefits. Human Resources and the City Administrator also met with each department to gather feedback directly from employees about the current plan. The most common request was for lower dependent coverage costs, particularly for children, with many also expressing a desire for greater affordability for family coverage.

While staff cannot guarantee future outcomes, there is a clear desire and hope to move toward a phased approach over the coming years to improve affordability for dependents and families. This year's renewal begins by addressing children's coverage where possible, and staff will continue to explore options and strategies to make further improvements as budget conditions allow.

IMA will provide a presentation on the yearly health and benefit renewal package.

2. Finance Director Jessica Pyle will provide updated information on the financial income trends and budget.
3. City Clerk Jason Myers will provide a strategic budget planning presentation to the City Council. These annual presentations highlight the department's vision and priorities for the upcoming year in order to give Council the opportunity to discuss future needs and share input. Staff welcomes Council to provide thoughtful input and constructive feedback to help guide departmental planning and ensure alignment with community priorities. These presentations are intended to begin the planning process by focusing on long-term vision, priorities, and needs anticipated in FY27. Financial considerations remain an essential part of this process and will be developed in subsequent budget discussions once the strategic direction has been established.

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

1. City staff has developed a new process to allow individuals, organizations, and civic groups to apply for a Permissive Use of Right-of-Way in situations where a traditional easement would not be necessary or practical. Currently, when an individual or group seeks to place an improvement within the City's right-of-way, the only available mechanism is to request an easement. However, an easement grants a permanent property interest to the applicant, which limits the City's future control over that area and involves costly legal and administrative procedures.

The proposed Permissive Use process creates a more flexible and efficient alternative. Under this process, the applicant will submit a formal application describing the purpose, location, and nature of the requested encroachment. City staff will review the application for compliance with applicable codes, right-of-way regulations, and public safety considerations. Upon staff verification, the request will be brought before the City Council for review and final approval.

A key distinction between this process and an easement is that a Permissive Use does not convey a permanent property right and may be revoked by the City at any time, thereby preserving the City's full authority and control over the right-of-way. This provides flexibility for civic-minded or low-impact projects while maintaining public oversight and accountability.

One such example of an anticipated use of this process involves a local civic group that has requested permission to install a sign within the public right-of-way recognizing all civic organizations located in Sedalia. The new application process will provide a clear, consistent, and legally sound path for such requests while protecting the City's long-term interests and ensuring uniform review standards.

2. Dennis and Diana Melnichuk, owners of Lot 55 in Shepherd Meadow Estates Plat 2 (3570 Ashland Lane), have requested connection to the City's water distribution and sanitary sewer systems. As the property is located outside Sedalia's current city limits, the proposed Annexation and Utility Services Agreement allows the connection to occur under

the condition that the property owners complete annexation into the City if the property becomes contiguous with the City limits.

Under the terms of the agreement, the Melnichuks will pay “out-of-City limits” water and sewer rates until the annexation process is finalized. The agreement also authorizes the City to disconnect service if annexation is not completed as required. The property owners have signed and notarized the agreement, which has been reviewed by staff and is presented for Council consideration and approval.

3. During the FY26 budget process, City staff recommended a comprehensive Condition Assessment as the most effective way to prioritize repairs, plan future improvements, and maintain regulatory compliance with the Missouri Department of Natural Resources (MoDNR) at the Southeast Waste Water Treatment Plant. Proper assessment and maintenance are essential to ensure the facility continues to meet all state and federal wastewater treatment standards.

The City Council approved \$100,000.00 in the FY26 budget for this initiative. Following an RFQ process and scope refinement, Crawford, Murphy & Tilly (CMT) was selected as the highest-ranked and most qualified firm. CMT’s revised proposal meets the City’s operational needs and budget parameters. This project will provide a detailed evaluation of the plant’s structural, electrical, and mechanical systems and outline a prioritized plan for upgrades necessary to sustain reliable treatment performance and ongoing regulatory compliance.

4. A resident submitted a formal request for the installation of a stop sign at the intersection of Southwest Boulevard and Skyline Drive to address perceived traffic and safety concerns. The request was first reviewed by the Public Safety Committee, which recommended that it be referred to the Citizen’s Traffic Advisory Commission for further evaluation.

The Traffic Advisory Commission reviewed the request at its meeting on September 10, 2025, considering traffic flow, sight distance, existing stop control patterns, and safety data for the intersection. Following discussion, the Commission voted 7 in favor and 0 opposed to deny recommending establishment of a 3-way stop at this location. Although the Commission did not recommend approval, the ordinance has been prepared for Council’s consideration should they wish to act on the resident’s request.

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

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



CITY OF SEDALIA, MISSOURI
CITY COUNCIL MEETING
OCTOBER 6, 2025

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

The Council of the City of Sedalia, Missouri duly met on October 6, 2025 at 6:30 p.m. at the Municipal Building in the Council Chambers with Mayor Andrew L. Dawson Presiding. Mayor Dawson called the meeting to order and asked for a moment of legislative prayer led by Councilwoman Tina Boggess followed by the Pledge of Allegiance.

ROLL CALL:

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

SERVICE AWARDS

20 Year Pin/Certificate	Tammy Smith	Record Tech	Police
15 Year Pin/Certificate	Joshua Nelson	Fire Captain	Fire
5 Year Pin/Certificate	Matthew Aragon	Police Officer	Police
5 Year Pin/Certificate	Antonio Karr	Police Officer	Police

Police Chief David Woolery stated that Tammy Smith started in the Police Department on September 6th of 2005 as an Animal Control Officer. She was very passionate about animals and put a lot of compassion into her work. In 2017, Tammy transferred to the records division. Since the beginning of her career, she has demonstrated a love for our community and our department.

Police Chief David Woolery stated that Matthew Aragon started at the Police Department on September 21st of 2020. As a patrol officer, Matthew spent most of his time on night shift being a dependable part of the team. Along with regular patrol duties, he has volunteered to be a D.A.R.E. officer and a member of the Special Response Team. Officers like Matt are willing to take part in ancillary assignments which allows us to provide needed services with limited staffing.

RETIREMENT AWARDS/SPECIAL AWARDS: None.

NEXT TO RISE STUDENT PRESENTATION – SHOW ME SMOKEFREE CAMPAIGN

Heath Steven stated that Next to Rise is a youth engagement program funded by the Department of Health and Senior Services. Their mission is to promote healthy Missouri, free of the harmful effects of commercial tobacco addiction. Their strategy is to tackle that problem through the Show Me Smokefree Campaign. Teens from across Missouri sign up for Next to Rise, complete training on building healthier communities and members educate their communities. The Show Me Smokefree mission is to eliminate exposure to second hand smoke and vape aerosol in Missouri.

Goals:

Short –Term – Raise awareness on the need for comprehensive smoke and vape-free protections.

Medium Term – Support communities in efforts to strengthen local smoke and vape-free protections.

Long Term – Increase number of Missourians who are protected by 100% smoke and vape-free workplaces and public places.

Objectives:

1. Educate, train, and engage individuals on the need to increase the number of Missourians protected by 100% smoke and vape-free air.
2. Develop partnerships, build relationships and increase awareness about gaps in smoke and vape-free protections
3. Educate decision makers about gaps in smoke and vape-free protections in workplaces and public places.

The Missouri Clean Indoor Air Law states that smoking is permitted in bars, taverns, and restaurants that seat less than 50 people as well as bowling alleys, billiard parlors, enclosed indoor arenas, and designated areas inside work places. Vaping is not mentioned in these laws at all. A science backed policy would include e-cigarettes and vapes, all work and public places. Sedalia's current smoke free policy gaps are that vaping is not included in it. Additionally, there are exemptions for retail tobacco stores, in some private clubs, and designated hotel rooms. Current laws leave millions of Missourians exposed to second hand smoke in work and public. Exposure to second hand smoke increases risk of getting cancer by 20-30% and kills 1,200 Missourians every year. 7 in 10 Missourians lack legal protection from second hand smoke at work. Comprehensive smoke free protections have multiple benefits. It would reduce heart attack related hospital admissions, has no negative impacts on business, can save businesses money on insurance and cleaning bills, and can prevent you from starting to smoke and vape as well as helping adults and youth to quit. Government spending on smoking costs per every Missouri family is \$1,158.00 in taxes. Comprehensive smoke free protections are not anti-smoker. They are not about taking away people's right to smoke, they are trying to make people who do not smoke safer.

MINUTES: The Council Meeting minutes of September 22, 2025 were approved on motion by Boggess, seconded by Ames. All present in Favor. Foster was absent.

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES: None

ROLL CALL OF STANDING COMMITTEES:

FINANCE & ADMINISTRATION – Chairwoman Tina Boggess; Vice Chairwoman Rhiannon M. Foster

- At the last meeting, Director Jessica Craig of Sedalia-Pettis County Economic Development Inc. provided a presentation regarding the organization's request for the waiver of City building permit fees and water connection fees for their headquarters building project. Following that presentation, Council directed staff to prepare a resolution for consideration.

RESOLUTION NO. 2147– A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI, WAIVING PERMIT AND WATER CONNECTION FEES FOR THE CONSTRUCTION OF HEADQUARTERS BUILDING FOR ECONOMIC DEVELOPMENT SEDALIA-PETTIS COUNTY was read once by title and approved on motion by Boggess, seconded by Ames. All present in Favor. Foster was absent.

- In the past, the City Council has approved the waiver of building permit fees for State Fair Community College expansion projects. The college continues formally requested that the City waive all building permit fees for the remodel of a coffee shop in the Donald C. Proctor Library.

Councilman Scribner stated that he was for waiving fees for anything that benefits the school as far as education or athletic activities, but that a coffee shop is not something that he is willing to waive fees on. Councilman Hiller asked if it was the college or an individual who was running and benefiting from the coffee shop. Councilman Hiller said that he would also be against the waiver for an individual because any other business has to pay their way. Councilwoman Boggess said that they needed to know who the waiver was for. Motion by Scribner, seconded by Hiller to table Resolution Number 2148 to the October 20, 2025 Council Meeting in order to receive more information on the project. All present in favor. Foster was absent.

RESOLUTION NO. 2148 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI, WAIVING PERMIT FEES FOR A COFFEE SHOP REMODEL IN THE DONALD C. PROCTOR LIBRARY AT STATE FAIR COMMUNITY COLLEGE

- During the budget process, the Information Technology Department included funding for the City's Sophos renewal, which provides monitoring and virus protection for the City's IT infrastructure. Due to inflation and rising costs, the renewal amount for this year is \$55,252.01, which is \$7,429.08 above the budgeted amount. In order to complete the renewal, Council will consider a budget amendment and the renewal quote. The quote qualifies under the City's purchasing policy as it is provided through a Sourcewell cooperative procurement contract.

RESOLUTION NO. 2149 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI, STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE THE CITY'S ANNUAL BUDGET FOR FISCAL YEAR 2026 was read once by title and approved on motion by Boggess, seconded by Scribner. All present in Favor except Franklin who abstained due to husband being IT Director. Foster was absent.

BILL NO. 2025-168, ORDINANCE NO. 12348 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2025-2026 REGARDING IT SOPHOS MONITORING PRICE INCREASE was read once by title.

2nd Reading – Motion by Boggess, 2nd by Robinson. All present in Favor. Foster was absent.

Final Passage – Motion by Boggess, 2nd by Scribner. All present in Favor. Foster was absent.

Roll Call Vote: Voting "Yes" were Robinson, Ames, Scribner, Boggess, Hiller and Cross. No one voted "No". Franklin abstained due to husband being IT Director. Foster was absent.

BILL NO. 2025-169, ORDINANCE NO. 12349 – AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FOR IT SOPHOS MONITORING was read once by title.

2nd Reading – Motion by Boggess, 2nd by Ames. All present in Favor. Foster was absent.

Final Passage – Motion by Boggess, 2nd by Ames. All present in Favor. Foster was absent.

Roll Call Vote: Voting "Yes" were Robinson, Ames, Scribner, Boggess, Hiller and Cross. No one voted "No". Franklin abstained due to husband being IT Director. Foster was absent.

PUBLIC WORKS – Chairwoman Michelle Franklin; Vice Chairwoman Tina Boggess

Strategic Planning Presentation - Cemetery

Cemetery Director Roger Waters stated that the Cemetery Department provides casket and cremation burials in-ground and above ground in the Columbarium's. Since Crown Hill was founded in February 1866, there have been 25,010 burials through September 2025. There have been 76 burials, 90 grave lots and 13 niches sold this year. Cemetery personnel sets Military Government markers for veterans and oversees the monument companies setting the headstones with proper location and footing for the size of the stones. During the spring, summer and fall cemetery personnel mow approximately 70 acres per week and in the winter are straightening headstones, trimming trees, working on mowing equipment and clearing snow from the roadways.

Hebrew Cemetery located on South Grand has been owned by the City since 2001. There are 236 people buried at the cemetery. Calvary Cemetery belongs to the Catholic Church, opened in 1868 and lies within Crown Hill Cemetery. There have been 3,963 burials in Calvary Cemetery through September 2025 and the City collects monthly fees for maintenance and fees for the opening and closing of the grave lots.

There are currently 1,900 grave lots available in the new addition of the Cemetery. Some of the areas are not the best because they are next to roadway ditches and there are drainage issues. In the near future they are going to have to plan on new burial sections and new roads. The columbarium installed in November of 2019 has 64 niches which have all been sold. The new columbarium ordered in July 2022 and installed in March 2023 has 64 niches with 25 sold through September 2025. In the next couple years, Director Waters would like to purchase a columbarium that would be built for double occupancy in each niche.

The area west of Veterans Memorial Drive purchased by the City in 2021 would be made into a cremation area due to the trees and the terrain. A walking trail on the higher part of the ground would serve the purpose and be cheaper than placing a road in it. The Committal Shelter project will also go in this location on the South edge of the main gate. Sue Heckart has offered to build the shelter for the Cemetery. The planning and designing of the project will be starting in the near future. In this year's budget they will be asking for security cameras to be installed.

Strategic Planning Presentation - Airport

Airport Director Mitchell Mullen stated the Sedalia Regional Airport handles 8,000 – 11,000 operations a year. There are two runways, 18 hangars, 20 based aircraft and privately owned hangars that are under a land lease with the City. The airport provides citizens and local businesses with air transportation and is essential to provide full service to local commerce. According to a 2012 MODOT economic impact study, the Sedalia Regional Airport has an annual economic impact of \$3.63 million

Grant Based Projects: Rehabilitate north parallel taxiway and northern 500' Runway 18/36 (set to start October 20, 2025; Phase 1 and 2 take 30 calendar days closing Runway; Phase 3 take 10 days with both runways closed); conduct environmental assessment of wetlands and surrounding area for future south parallel taxiway project.

Other Projects: Upgrade storage building area by installing garage door; remodel old terminal building into a two-bedroom suite/private pilot lounge; upgrade runway lighting and taxiway lighting to LED HIRL/HITL.

Goals:

- Provide safe and efficient service to all customers.
- Service more transient traffic. As an FBO (service and fuel supplier) customers receive best possible service. The Airport takes care of every flight from start to finish and as a city-owned service is more competitive than a privately-owned provider.
- Increase aircraft maintenance business.
- Get a full-time IA certified mechanic.
- Work towards increasing flight instruction and aircraft rental.

- Buy/lease another aircraft that allows for full aircraft instruction.
- Build more hangars.

➤ The City previously sought grant funding through West Central Missouri Solid Waste Management District F to support the purchase and installation of a commercial-grade glass pulverizer. While the District was unable to fully fund the original request, partial funding was awarded to cover the construction of concrete containment walls necessary for the project. This revised scope reduces the project total to \$71,035.00, with a required match of \$10,655.25. All work will be performed in-house by City crews.

RESOLUTION NO. 2150 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI, STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE THE CITY'S ANNUAL BUDGET FOR FISCAL YEAR 2026. was read once by title and approved on motion by Boggess, seconded by Ames. All present in Favor. Foster was absent.

BILL NO. 2025-170, ORDINANCE NO. 12350 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2025-2026 REGARDING SANITATION CONCRETE CONTAINMENT WALL CONSTRUCTION was read once by title.

2nd Reading – Motion by Boggess, 2nd by Scribner. All present in Favor. Foster was absent.

Final Passage – Motion by Boggess, 2nd by Ames. All present in Favor. Foster was absent.

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

PUBLIC SAFETY – Chairman Lee Scribner, Vice Chairman Jack Robinson

➤ In November 2024, the Sedalia Fire Department applied for an Assistance to Firefighters grant for a Plymovent engine exhaust system. The City has been awarded \$65,900.00 through this program, with a required match of \$5,990.91. A budget amendment is needed for the total purchase, as this expense was not part of the FY26 budget. This purchase will be made as a sole source, as the equipment is being acquired directly from the manufacturer.

RESOLUTION NO. 2151 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI, STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE THE CITY'S ANNUAL BUDGET FOR FISCAL YEAR 2026. was read once by title and approved on motion by Cross, seconded by Hiller. All present in Favor. Foster was absent.

BILL NO. 2025-171, ORDINANCE NO. 12351 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2025-2026 REGARDING FIRE PLYMOVENT ENGINE EXHAUST SYSTEM PURCHASE was read once by title.

2nd Reading – Motion by Scribner, 2nd by Boggess. All present in Favor. Foster was absent.

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

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

BILL NO. 2025-172, ORDINANCE NO. 12352 – AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF AN ASSISTANCE TO FIREFIGHTERS GRANT was read once by title.

2nd Reading – Motion by Boggess, 2nd by Scribner. All present in Favor. Foster was absent.

Final Passage – Motion by Boggess, 2nd by Ames. All present in Favor. Foster was absent.

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

COMMUNITY DEVELOPMENT – Chairwoman Rhiannon M. Foster; Vice Chairwoman Cheryl Ames

- The Sedalia Lions Club will be hosting its annual Wine Stroll in downtown Sedalia on Saturday, October 25, 2025, from 12:00 p.m. to 7:00 p.m. The event will be organized with barricaded streets, age verification, and wristbands issued to participants. Each participant will receive a unique event cup for sampling and purchasing beverages from licensed wineries, restaurants, and vendors within the designated area. Council will consider an ordinance authorizing the temporary waiver of open container laws within the designated barricade area during event hours. All other liquor laws remain in effect and will be enforced.

BILL NO. 2025-173, ORDINANCE NO. 12353 – AN ORDINANCE WAIVING THE REQUIREMENTS OF SECTION 4-3(A) OF THE CODE OF ORDINANCES OF THE CITY OF SEDALIA, MISSOURI AND IMPOSING OTHER CONDITIONS RELATING TO THE SEDALIA LIONS CLUB WINE STROLL ON SATURDAY, OCTOBER 25, 2025 DURING THE HOURS OF 12:00 P.M. TO 7:00 P.M. IN DOWNTOWN SEDALIA was read once by title.

2nd Reading – Motion by Boggess, 2nd by Ames. All present in Favor. Foster was absent.

Final Passage – Motion by Boggess, 2nd by Ames. All present in Favor. Foster was absent.

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

APPOINTMENTS: None.

BIDS: None.

LIQUOR LICENSES:

The following new and renewal Liquor Licenses were read and approved on motion by Boggess, seconded by Hiller. All present in Favor. Foster was absent.

New:

*Paige Shearer, dba The Local Tap, 700 South Ohio, Oktoberfest at The Local Tap, October 18, 2025, 3:00 PM to 8:00 PM – Special Event

Renewals:

*Janice Ulmer, dba, Sedalia Elks Lodge #125, 320 South Kentucky, Liquor by the Drink & Sunday Sales

*Hunter Bunker dba State Fair Spirits LLC, 1419 South Limit, Packaged Liquor, Sunday Sales, and Tasting permit

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR: None.

GOOD & WELFARE:

Debbie Covington, PO Box 965, commented on the wavier for building permits and water connection fees for the new Sedalia-Pettis County Economic Development headquarters. The City just raised fees and home owners and businesses are paying more for water, sewer, and permits while organizations get theirs waived. If Council is going to waive fees, it should be policy, not privilege. If rates are raised on residents, they should also be raised on partners.

Leanna Lawson, 1803 S Washington, spoke in opposition of the fee waivers being passed. She thanked Council for not passing them and taking some time to look over information. The City should not be considering waivers or incentives when it is not clear who benefits. The City has established a system where major financial commitments move fast but basic accountability moves slow. The RFP for the coffee shop reportedly lists equipment and furnishings simliar to those from a local business with ties to a college board member. This raises questions about transparency and consistency when the City waives fees for projects involving public institutions the public deserves to know who is benefiting and

why. If the City cannot clearly identify and disclose who is benefiting on these and other projects, it should not be waiving fees.

Rene Vance, 19813 Tanglenook, spoke about upcoming activities at the Senior Center. The Center is going to have their Second Sunday Buffet fundraiser which will be a brunch. The cost is \$12.00 and will be held from 11:00am-1:00pm. Ms. Vance also stated that she is the captain for Pettis County and is carrying both petitions that are being circulated for the redistricting referendum as well as the initiative petition.

David Goodson, 1640 Hedge Apple Dr., signed up to speak but was not present.

Kevin Lujin, 408 W 22nd, thanked the Clerk's Office particularly Jason Myers, Janeice Dodick, and Rachel Walton stating that they have been especially helpful with Sunshine Requests that he has submitted. He is noticing a pattern between when he is submitting them and when they are getting to him. It started with a Sunshine Request for invoices from Lauber Municipal Law which led to finding other information which seems to be a pattern that is happening across the state with their other clients in New Bloomfield, Belle and Branson. In Monet, they are looking to become a charter government and they revealed what they based as their model was Nixa and Sedalia. Sedalia is not a charter. An approach of openness would be helpful so that people do not have to submit Sunshine Requests.

Cory City signed up to speak but was not present

Hayden Rhorer, 600 N Engineer, stated that he is coming to Council not only as a member of the community but as a father of young children. He does not believe that the Tom Oldham case should set the standard for our city and that it directly affects the opinion of the public and their view of our city's integrity as a whole. He thanked the officers who attempted to bring forth charges that were necessary. The charges were claimed to have no evidence but they did fit the legal definition of charges that were brought forward with harassment in the second degree. There was unsolicited contact multiple times that did cause emotional distress.

The meeting adjourned at 7:45 p.m. on motion by Boggess, seconded by Ames to a closed-door meeting in the upstairs conference room pursuant to subsections 1 (Legal Advice), 2 (Real Estate), 3 (Personnel) and 12 (Negotiated Contracts) of Section 610.021 RSMo. Roll Call Vote: Voting "Yes" were Robinson, Ames, Scribner, Boggess, Hiller, Cross and Franklin. No one voted "No". Foster was absent.

The regular meeting reopened at 9:51 p.m. on motion by Scribner, seconded by Robinson.

ROLL CALL:

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

BUSINESS RELATED TO CLOSED DOOR MEETING:

Mayor Andrew Dawson called upon Councilwoman Franklin and asked for her reason for abstention on Resolution 2149, Bill No. 2025-168 and 2025-169. Franklin stated that she recused herself because her husband is the IT Director for the City.

RESOLUTION NO. 2152 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI, STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE THE CITY'S ANNUAL BUDGET FOR FISCAL YEAR 2026.was read once by title and approved on motion by Scribner, seconded by Robinson. All present in Favor. Foster was absent.

BILL NO. 2025-174, ORDINANCE NO. 12354 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2025-2026 REGARDING ENVIRONMENTAL MONITORING AT 1600 S INGRAM AVE was read once by title.

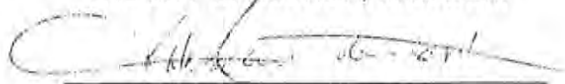
2nd Reading – Motion by Scribner, 2nd by Robinson. All present in Favor. Foster was absent.

Final Passage – Motion by Scribner, 2nd by Boggess. All present in Favor. Foster was absent.

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

The regular meeting adjourned at 9:53 p.m. on motion by Cross, seconded by Robinson. All present in Favor. Foster was absent.

THE CITY OF SEDALIA, MISSOURI



Andrew L. Dawson, Mayor



Jason S. Myers, City Clerk

TRAFFIC ADVISORY COMMISSION MEETING

SEPTEMBER 10, 2025

The Traffic Advisory Commission duly met on Wednesday, September 10, 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	Present	Matt Irwin	Not Present
John Rucker	Present	Chris Davies	Present
Dennis Henderson	Present		
Byron Matson	Present	Secretary	Elizabeth Nations
Sherry Broyles	Present		
Charles Leftwich	Present		

Minutes from the July 16, 2025 meeting were approved as amended.

Guests: City Council Member Cheryl Ames, Sherry Harris, Debra Foster, Barbara Freund, Operations Director Justin Bray, Police Commander Adam Hendricks, and City Administrator Matthew Wirt

OLD BUSINESS:

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

City Staff does not have the count information ready to be presented to the Commission.

Traffic in the 1400 block of New England Dr.

Barbara Freund and Debra Foster, both residents of New England Dr., attended the June meeting to ask the Commission for help with regulating traffic in the area of New England Dr. from W. 14th St. to the south where it enters private property.

At the previous meeting, Mr. Callis said he would reach out to the property owner. Mr. Callis said he had spoken with the owner, and the owner feels they have complied with City Departments and have tried to stay out of the way as best as they could while building the apartments.

Council Member Ames attended and said she has received several calls and emails from residents with concerns about the 18-wheelers using New England Dr. to exit the Farm Store.

Ms. Foster inquired if the City could request the owner to install a stop sign on the private property side to help deter the possibility of a collision. There was general discussion concerning the flow of traffic as vehicles enter and exit the private lot. Ms. Esquivel asked Mr. Callis if he would be willing to discuss this scenario with the owner.

Ms. Broyles made the motion for Mr. Callis to ask the property owner to install a stop sign at their expense at the end of the private property to stop the traffic before it heads north. Mr. Leftwich seconded. All were in favor.

NEW BUSINESS:

Installation of a 3-way stop sign at the intersection of Southwest Blvd. and Skyline Dr.

The Public Safety Council Committee received a request from a citizen asking for the installation of a three way stop sign at the intersection of Southwest Blvd. and Skyline Dr. The Committee discussed this at their August 20, 2025 meeting and decided to send the request to Traffic Advisory Commission for their review.

Ms. Harris in July of 2024 had requested a 2-way stop at the intersection of Skyline Dr. and Wing Ave. stating there are many kids in the area, cars are speeding and driver inattention. City Staff conducted traffic counts at this intersection, as well as the intersection of Southwest Blvd. and Skyline Dr. Based on the data collected and guidance provided by the Manual on Uniform Traffic Control Devices (MUTCD), the request was denied.

Ms. Harris attended the meeting to discuss her ongoing concerns about traffic in the Southwest Village neighborhood. She feels some existing stop signs are not needed and new ones need to be installed at different intersections. She discussed her thoughts on how she feels vehicles are excessively speeding and creating safety hazards for children playing and walking in the neighborhood. She also feels speed limits need to be re-evaluated.

Ms. Esquivel explained the City follows the MUTCD and how the Commission makes their decisions. Corporal Silvey did provide there was one accident near the intersection of Southwest Blvd. and Skyline Dr. within the last five years.

Ms. Esquivel stated the only request being reviewed at the meeting was the one on the agenda and she was more than welcome to make additional requests if she would like.

Ms. Broyles made the motion to deny the installation of a 3-way stop sign at the intersection of Southwest Blvd. and Skyline Dr. Mr. Rucker seconded. All were in favor.

OTHER ITEMS FOR DISCUSSION:

The next meeting date is scheduled for October 15, 2025.

The meeting adjourned at 12:36 p.m.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI,
WAIVING PERMIT FEES FOR A COFFEE SHOP REMODEL IN THE DONALD C.
PROCTOR LIBRARY AT STATE FAIR COMMUNITY COLLEGE.**

WHEREAS, State Fair Community College (SFCC) is an integral partner with the City in its economic development efforts as the focal point and primary provider of work force development services; and

WHEREAS, to further expand and improve its capabilities in such work force development, the college is moving forward with a coffee shop remodel in the Donald C. Proctor Library; and

WHEREAS, SFCC has requested consideration of waiver of the applicable Building permit fees for this project, given their nonprofit status and the community benefits it provides, as well as, the economic development impact of this particular project.

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

Section 1. It is in the public's general interest to waive the building permit fees for the following State Fair Community College (SFCC) project.

- a) Coffee Shop remodel in the Donald C. Proctor Library.

Section 2. It is appropriate use of City resources to conduct the plan reviews and follow-up inspections to ensure public safety for this project without renumeration of the costs.

Section 3. This resolution shall take effect immediately upon its execution by the Mayor or otherwise as provided by law.

PASSED by the City Council of the City of Sedalia, Missouri, on October 6, 2025

Presiding Officer of the Council

ATTEST: _____
Jason S. Myers
City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A PROCESS FOR PERMISSIVE USE OF RIGHT-OF-WAY.

WHEREAS, the City of Sedalia, Missouri desires establish a process for permissive use of right-of-way;
and

WHEREAS, under the process, groups or individuals would be allowed to install signs within the City's right-of-way instead of obtaining an easement.

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 the process for permissive use of right-of-way.

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

Read two times by title, copies of the proposed Ordinance having been made available for public inspection prior to the time the Bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 20th day of October, 2025.

Presiding Officer of the Council

Approved by the Mayor of said City this 20th day of October, 2025.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

MEMO

TO: Mayor and City Council

THRU: Matthew Wirt, Assistant City Administrator

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

DATE: **OCTOBER 7, 2025**

SUBJECT: APPROVING PROCESS FOR PERMISSIVE USE OF RIGHT OF WAY

Background

The City has been approached by a private group to install a Sign within the City's Right-of-Way (ROW). In the past the City has granted such use via an Easement. The process of granting an easement is time consuming and expensive for the City. A typical cost in granting an easement is between \$2000 and \$3000 dollars, which does not include City Staff time and typically they are not budgeted for; staff cost is estimated to be \$500.00.

Discussion

As mentioned in the background information a private group has requested the City to allow them use the City's ROW to install a sign; and we are estimating this will cost the City approximately \$3500.00 if we process this as an easement.

It is staff's opinion that we allow this group and future groups and/or individuals to use the Permissive use of ROW process instead of granting easements, attached to this MEMO is a Form for such use. By allowing this process the City will save money, reduce process time for City staff and the applicant.

Recommendation

City staff recommends allowing this process to move forward with Council approval.



Request for Permissive Use of Right-of-Way

Owner's Name(s) Printed: _____

Owner's Address: _____

Owner's Phone No. and Email: _____

Address of Requested Encroachment: _____

Reason for Encroachment Request:

Description of Encroachment:

Sketch of Encroachment:

(Include North arrow and distance from the center of the street and the edge of the asphalt or curb)

Attach a Separate Page if Needed

CONDITIONS

The City of Sedalia, by this document, does hereby grant to the person or persons stated above (hereinafter referred to as 'licensee') a license to place personal property (including but not limited to a sign or a vault) within the City's right-of-way at the location stated above.

By signing below, the licensee expressly understands and agrees that this license is revocable and that the licensee does not have a property interest in this encroachment permit. Additionally, the licensee expressly understands and agrees that this permit may be revoked by the City of Sedalia at any time and for any reason. In such an event, I agree to remove the structure(s) within thirty (30) calendar days, at my own expense, upon written request from the City of Sedalia.

While this agreement provides City approval for general use of the approved areas of the right of way, the licensee shall be required to obtain all necessary and proper permits for construction within the right of way as required in the City Code.

Neither party may assign its rights or responsibilities under this Agreement without the prior written consent of the other.

If this encroachment permit is for use of a vault located below a sidewalk or within the right of-way in the City of Sedalia, I expressly understand and agree to the following:

- I will only use the vault for office space, storage, overflow seating, and other similar uses approved by the City of Sedalia.
- I will not install equipment or hardware in the vault that I cannot quickly and easily remove, provided, however, that grease interceptors and utilities may be installed in the vault.
- My use of the vault will comply with the Sedalia City Code and applicable building and fire codes.
- I do not have a property interest in the vault, and I will not raise a future hardship claim if the City of Sedalia revokes this encroachment permit.
- The City of Sedalia reserves the right to enter and inspect the vault during regular business hours or upon providing me with at least twenty-four (24) hours' written notice.

Approval of this encroachment permit shall be binding on the property owner(s), their heirs, executors, administrators, assigns, and successors in interest. It is intended that the provisions and covenants herein contained shall be covenants running with the land and that they shall be enforceable by the City of Sedalia.

RELEASE. WAIVER. ASSUMPTION OF RISK. AND INDEMNITY
AGREEMENT

In consideration of being granted a license to place personal property on the public right-of-way, I, intending to be legally bound, do hereby forever release, waive, and discharge all rights, claims, demands, losses, liabilities, damages, actions, causes of action, expenses, and suits of any kind whatsoever, foreseen or unforeseen, that I, my heirs, executors, administrators, and assigns may have or that may hereafter accrue against the City of Sedalia and/or its officers, agents, and employees (hereinafter collectively "City of Sedalia") that arise out of or are in any way connected to this right-of-way permit.

Licensee hereby assumes full responsibility for the risk of bodily injury, death, and/or property damage that is in any way connected to this encroachment permit. If this encroachment permit is for use of a vault located below a sidewalk or within the right-of-way in the City of Sedalia, Licensee understands and agrees that the licensee is responsible for the maintenance, safe condition, and security of said vault. The licensee hereby expressly agrees that the licensee assumes full responsibility for any property damage to items stored in a vault. Licensee agrees that the City of Sedalia does not make any warranties or representations about the safety or condition of vaults, including, but not limited to, the structural stability of vaults and whether vaults are waterproof.

Licensee agrees to forever hold harmless, defend, and indemnify the City of Sedalia from any and all claims, including those arising from ordinary negligence, which may arise out of or are in any way connected to this encroachment permit. This includes, but is not limited to, any economic or non-economic losses due to bodily injury or property damage sustained in connection with this license. Licensee agrees that the City of Sedalia shall not be liable to it for any direct, indirect, special, incidental, consequential, or exemplary damages.

Licensee expressly agrees that this Agreement is intended to be broad and inclusive as permitted by the laws of the State of Missouri, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Licensee acknowledges that licensee has carefully read this Agreement and knows and understands the contents thereof, and signs this Agreement upon licensee's own free will. Licensee understands that by signing this Agreement, Licensee gives up substantial rights that Licensee might otherwise have to recover damages for any losses occasioned by the fault of others, and knowing this, Licensee still chooses to sign this Agreement voluntarily, without inducement.

Licensee

By:

Signature of Licensee(s):

Print Name

Date: _____

City of Sedalia

By:

Signature

Print Name

Date: _____

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN ANNEXATION AND UTILITY SERVICES AGREEMENT FOR CONNECTION OF PROPERTY LOCATED AT 3570 ASHLAND LANE TO THE CITY OF SEDALIA'S SANITARY SEWER AND WATER DISTRIBUTION SYSTEMS.

WHEREAS, The City of Sedalia, Missouri, has received an annexation and utility services agreement from Dennis and Diana Melnichuk; and

WHEREAS, under the agreement, the City of Sedalia, Missouri agrees to allow Dennis and Diana Melnichuk to connect property at 3570 Ashland Lane that is located outside of the city limits of Sedalia to the City of Sedalia's sanitary sewer and water distribution systems as more fully described in the proposed agreement attached and incorporated by reference as though the proposed agreement were set forth herein.

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

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

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 20th day of October, 2025.

Presiding Officer of the Council

Approved by the Mayor of said City this 20th day of October, 2025.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

ANNEXATION AND UTILITY SERVICES AGREEMENT

This agreement (hereinafter "Agreement") entered into this 8th day of October 2025, between the City of Sedalia, Missouri (hereinafter "City") and Dennis and Diana Melnichuk (hereinafter "Owners").

RECITALS:

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

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

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

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

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

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

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

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

3. The Owners shall ensure the sanitary sewer line serving Owners' property is constructed in compliance with City regulations and standards. Construction of the sanitary sewer line shall be inspected by the City as though the property were within the City limits and shall be subject to City approval. Owners agree to bring the new sewer line to the City's existing sewer line and make connection. Owners shall not be charged for sewer services until the activation of service with City

of Sedalia.

4. Owners agree to the "out of city limits" fee/cost schedule for services until such time as the Owners' property is annexed into the City of Sedalia.
5. Sanitary sewer lines serving property other than the Owners' property shall not be connected to the line serving the Owners' property without the City's written consent.
6. To the extent allowed by law, the City may annex Owners' property into the City, without further action of the Owners, after Owners' property becomes contiguous to the corporate limits of the City.
7. Owners irrevocably appoint the City Administrator of Sedalia, Missouri, as its attorney-in- fact for the sole purpose of presenting a verified petition requesting annexation of Owners' property to the City Council of Sedalia, Missouri, IF AND WHEN the property becomes contiguous and compact to the city limits of the City of Sedalia, Missouri. The City Administrator may exercise this power of attorney at any time after Owners' property becomes contiguous to the corporate limits of the City. Owners on their behalf, and on behalf of their heirs, successors and assigns do hereby waive any notice of the filing of the petition, do hereby consent to the granting of the petition, and do hereby waive any objections, statutory or otherwise, to the annexation of the property into the City of Sedalia. Owners do hereby authorize the City to take whatever action necessary to complete the annexation of this property. Owners' consent to such future annexation of the property is irrevocable.
8. The parties hereto agree that this Agreement shall be recorded, in the real estate records of the Office of Recorder of Deeds of Pettis County, Missouri, and that the obligations and conditions of this Agreement shall run with the Property and shall be binding upon all future owners and users of the Property. Owners, on their own behalf and on behalf of all such future owners of the Property hereby agrees that each purchaser, assignee or transferee of an interest in the property, or any portion thereof, will be obligated and bound by the terms of this Agreement. Owners, on their own behalf and on behalf of all future owners of the Property, acknowledges that they and /or future owners of the property shall be responsible for payment of all properly billed fees for water and sewage treatment services as established by the City of Sedalia. Owners' liability contained in this paragraph 8 shall terminate when Owners have transferred their ownership interest in Owners' property to a successor owner, at which time, the successor owner shall be responsible for payment of all properly billed fees for water and sewage treatment services as established by the City of Sedalia.
9. Alternatively, if requested by the City Administrator, Owners, their successors, assigns and heirs shall, within such time as specified by the City Administrator, submit a verified petition requesting annexation of the Owners' property to the City Clerk for presentation to the City Council of Sedalia, Missouri. The City Administrator may request Owners to present an annexation petition at any time after Owners' property becomes contiguous to the corporate limits of the City. The provisions of this paragraph shall be enforceable by specific performance.
10. Owners shall give a copy of this Agreement to the person or persons who buy the Owners' property.
11. If Owners fail to comply with any of the provisions of this Agreement, or repudiate the terms of

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

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

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

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

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

CITY OF SEDALIA, MISSOURI

By: _____
Andrew Dawson, Mayor

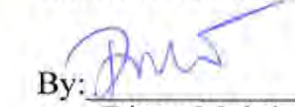
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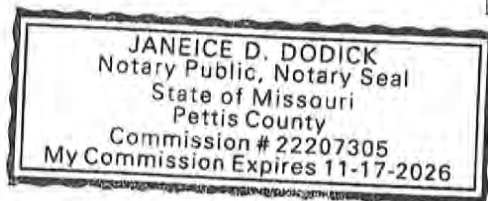
Jason Myers, City Clerk

OWNER: Dennis Melnichuk

By: 
Dennis Melnichuk, Owner

OWNER: Diana Melnichuk

By: 
Diana Melnichuk, Owner





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PAGES: 2

BARBARA CLEVINGER

RECORDER OF DEEDS

PETTIS COUNTY, MO

MISSOURI WARRANTY DEED

This Deed, Made and entered into this 23rd day of July, 2025, by and between

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

and

DENNIS MELNICHUK and DIANA MELNICHUK, husband and wife of the State of MISSOURI, and County of PETTIS, as "GRANTEE",

Grantee's mailing address: 2304 W Broadway Blvd #193 Sedalia, mo 65301

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

LOT FIFTY FIVE (55) OF SHEPHERD MEADOW ESTATES PLAT 2, PETTIS COUNTY, MISSOURI.

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

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

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

20011002

KAPITAL CONSTRUCTION CO., L.L.C.

Alex Kapitula
BY: ALEKSANDR KAPITULA, MEMBER

STATE OF MISSOURI

COUNTY OF PETTIS

}
}
} ss:
}

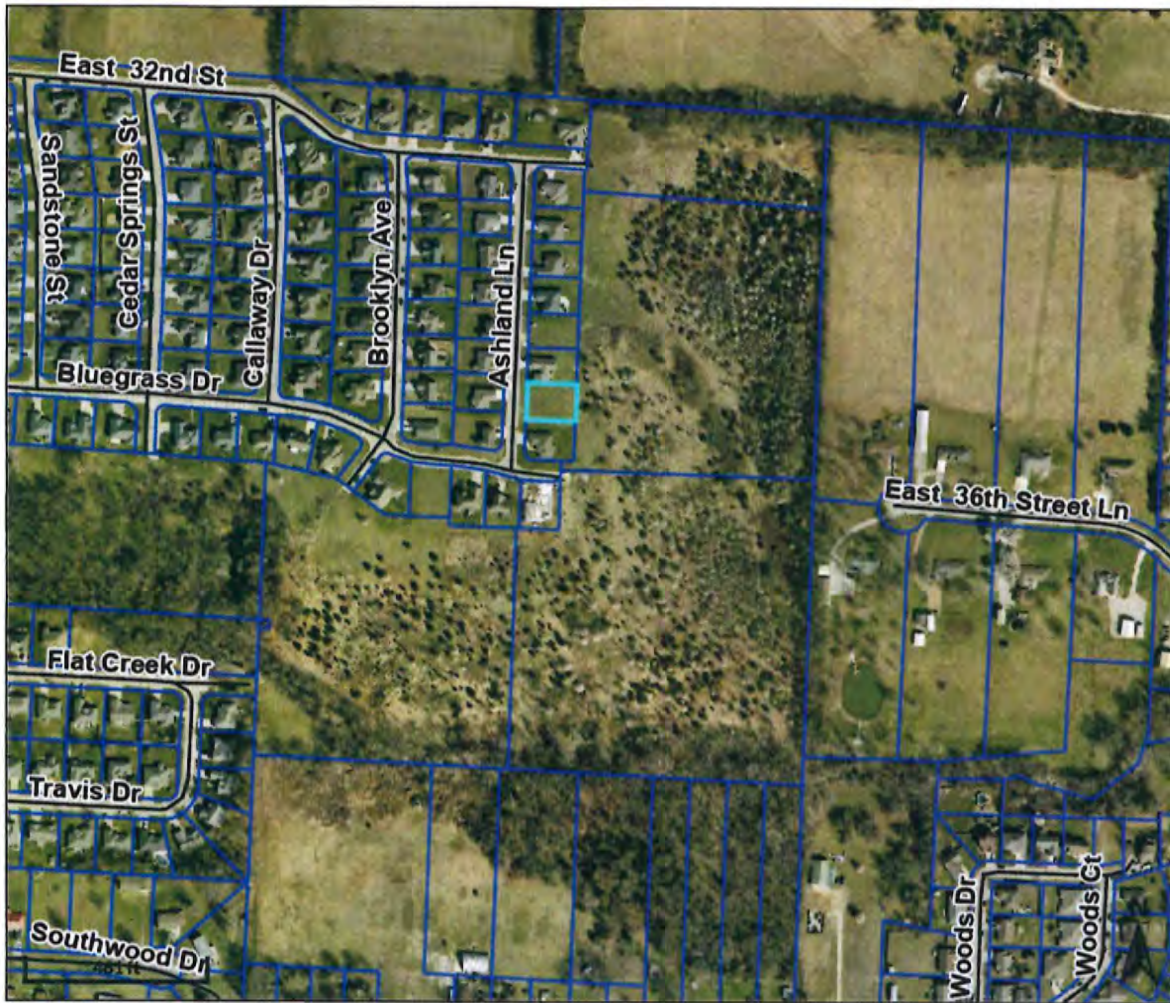
On this 23rd day of July, 2025, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ALEKSANDR KAPITULA, to me personally known, who being by me duly sworn, did say that he is the Member of KAPITAL CONSTRUCTION CO., L.L.C., a Missouri Limited Liability Company, and that said instrument was signed on behalf of said Limited Liability Company, and said Member acknowledged said instrument to be the free act and deed of said Limited Liability Company.

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

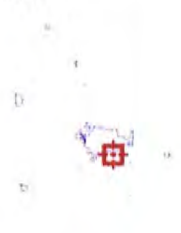
Lisa K Schibi
Notary Public Lisa K Schibi

My Term Expires: 10/28/2026

LISA K. SCHIBI
Notary Public - Notary Seal
STATE OF MISSOURI
Pettis County
My Commission Expires October 28, 2026
Commission #14427989



Overview



Legend

-  Political Townships
-  Corporate Limits
-  Parcels
-  Roads

Parcel ID	155015000003055	Alternate ID	n/a	Owner Address	MELNICHUK, DENNIS & DIANA
Sec/Twp/Rng	15/45/21	Class	Residential		2304 W BROADWAY BLVD PMB 193
Property Address	3570 ASHLAND LN	Acreage	0.248		SEDALIA, MO 65301-2523
	SEDALIA TWP				

District R004
Brief Tax Description LOT 55 SHEPHERD MEADOW ESTATES PLAT 2 15-45-21

(Note: Not to be used on legal documents)

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

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Let's Cross Paths

City of Sedalia

200 S. Osage

Sedalia, MO 65301

(660) 827-3000 www.sedalia.com

To: Matthew Wirt, City Administrator
From: Elizabeth Nations, Chief Office Administrator
Date: October 13, 2024
Subject: Annexation Agreement for Water and Sewer Services

Please find attached an annexation agreement between the City of Sedalia and Dennis Melnichuk and Diana Melnichuk for the tract of land identified within the agreement as Lot fifty-five(55) of Shepherd Meadow Estates Plat 2, and now addressed as 3570 Ashland Lane. Dennis Melnichuk and Diana Melnichuk are requesting connection to the City's water distribution and sewer collection systems and have agreed to pay the "out of City limits" rates until such time as the property is annexed into the City.

The agreement is written to allow the City to disconnect the water and sewer services lines should Dennis Melnichuk and Diana Melnichuk not complete the annexation process. Dennis Melnichuk and Diana Melnichuk have already signed and have notarized the agreement.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR CONDITION ASSESSMENT OF THE SOUTHEAST WASTEWATER TREATMENT FACILITY.

WHEREAS, The City of Sedalia, Missouri, received a proposal from Crawford, Murphy & Tilly, Inc for Conditon Assessment of the Southeast Wastewater Treatment Plant; and

WHEREAS, under the proposal, the City of Sedalia, Missouri, shall pay the sum and amount of One Hundred Thousand dollars (\$100,000.00) to Crawford, Murphy & Tilly, Inc 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 Crawford, Murphy & Tilly, Inc in substantively the same form and content as the agreement has been proposed.

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

Section 3. The City Clerk is hereby directed to file in his office a duplicate or copy of the documents after they have 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 20th day of October 2025.

Presiding Officer of the Council

Approved by the Mayor of said City this 20th day of October 2025.

ATTEST:

Andrew L. Dawson, Mayor

Jason S. Myers
City Clerk

MEMO

TO: Mayor and City Council

THRU: Matthew Wirt, City Administrator

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

COPY: Jason Myers, City Clerk
William Bracken, Utilities Director

DATE: **OCTOBER 16, 2025**

**SUBJECT: APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN CRAWFORD, MURPHY & TILLY, INC. (CMT) AND THE
CITY OF SEDALIA FOR THE CONDITION ASSESSMENT OF THE S.E.
WASTEWATER TREATMENT FACILITY (S.E. WWTF)**

Background

The S.E. WWTF was constructed in 1985 and is designed as an activated sludge facility utilizing aeration basins with intra-channel clarification. In June 2022 Burns & McDonnell Engineering completed a Wastewater Facilities Evaluation on all three (3) of the WWTF's the City of Sedalia owns and operates. The key issues found in the report for the SE WWTF include but are not limited to:

- Mechanical screen has surpassed its design life – it is original to the plant build (1985) and is currently not operating
- Influent pumps at the time of the report all were functioning; however since that time the City has had to replace four (4) of the pumps
- Electrical system has caused major outages and damaged pumps and equipment beyond repair – thereby requiring the City to replace equipment that was not planned for
- The skimmers in the clarifier are inoperable
- Arm in the sludge thickening basin is not reliable
- Limited Peak Flow Capacity
- Influent Vault Flooding
- High Levels of Hydrogen Sulfide in the Influent Structure
- Belt Filter Press – works on/off
- Lack of Redundancy

As you can see there are many issues with the SE WWTF and working on them in a “piece meal” (i.e. fixing them as they break) way is not in the best interest of the City; this causes budget issues, replacing something out of sequence and potentially having to replace again, it becomes a scattered approach, to name a few. City staff recommended to City Council during the FY 2026 budget hearings the best approach to determine the priorities and sequencing of repairs was to have a Condition Assessment of the plant; City Council approved a \$100,000.00 in the FY2026 budget (61-50-222-72) for this purpose.

Discussion

In July of 2025, the City issued an RFQ for the Condition Assessment of the S.E. WWTF, with a mandatory walk through of the plant as a requirement of submitting a proposal. All proposals were due to the City on July 25, 2025. The City received three (3) proposals for this project; and ranked them; CMT was the highest ranked proposal and was notified on August 12, 2025. On September 2, 2025 there was a Kick-off meeting between the City and CMT, in which we discussed CMT’s Scope of Work and Cost proposal. The major item of discussion was the cost of the proposal and scope of work; it was more extensive than what was needed and we discussed ways to reduce the scope and cost without sacrificing the City’s needed outcome.

CMT revised their scope of work and cost and provided a Professional Service’s Agreement which will meet the City’s needs and schedule within the budgeted amount of \$100,000.00.

The City’s Attorney has reviewed the agreement and it was approved with minor changes; CMT has also approved the changes.

Attached with this memo is the Professional Service Agreement signed by CMT.

Recommendation

City Staff recommends approval of the Professional Services Contract between CMT and the City of Sedalia in the Lump Sum amount of \$100,000.00 and authorizing the Mayor or City Administrator to sign the Contract.

Please let me know if you have any questions or need additional information.

2025 STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made between City of Sedalia, Missouri, whose address is 200 South Osage Avenue, Sedalia, MO 65301, hereinafter called the **CLIENT** and Crawford, Murphy & Tilly, Inc., Consulting Engineers, 2750 West Washington Street, Springfield, Illinois 62702, hereinafter called the **ENGINEER**.

WITNESSETH, that whereas the **CLIENT** desires the following described professional engineering services:

Condition Assessment for the City of Sedalia Southeast Wastewater Treatment Plant (WWTP) which consists of the following: influent screening and pumping, oxidation ditches with intra-channel clarifiers (BMTS basins), sludge dewatering (belt filter press), and UV disinfection. The Scope of Services for the engineering services for the WWTP condition assessment is attached to this agreement.

NOW THEREFORE, the **ENGINEER** agrees to provide the above-described services and the **CLIENT** agrees to compensate the **ENGINEER** for these services in the manner checked below:

- ☐ On a time and expense basis in accordance with the attached Schedule of Hourly Charges which is subject to change at the beginning of each calendar year. Reimbursable direct expenses will be invoiced at cost. Professional or Subconsultant services performed by another firm will be invoiced at cost plus ten percent.
- ☒ At the lump sum amount of \$100,000.00.

IT IS MUTUALLY AGREED THAT, payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**.

IT IS FURTHER MUTUALLY AGREED:

CMT will submit final Condition Assessment Memorandum by December 31, 2025. CMT's Certificate of Insurance is attached.

The **CLIENT** and the **ENGINEER** each binds himself, his partners, successors, executors, administrators and assignees to each other party hereto in respect to all the covenants and agreements herein and, except as above, neither the **CLIENT** nor the **ENGINEER** shall assign, sublet or transfer any part of his interest in this **AGREEMENT** without the written consent of the other party hereto. This **AGREEMENT**, and its construction, validity and performance, shall be governed and construed in accordance with the laws of the State of Illinois. This **AGREEMENT** is subject to the General Conditions attached hereto.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this ____ day of ____, 2025.

CLIENT:

(Client Name)

(Signature)

(Name and Title)

Date

ENGINEER:

CRAWFORD, MURPHY & TILLY, INC.


(Signature)

Julie Jenson, Group Manager
(Name and Title)

10/15/2025
Date

CMT Job No. 25008544.00

STANDARD GENERAL CONDITIONS
Crawford, Murphy & Tilly, Inc.

1. Standard of Care

In performing its professional services hereunder, the **ENGINEER** will use that degree of care and skill ordinarily exercised, under similar circumstances, by members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the **ENGINEER'S** undertaking herein or its performance of services hereunder.

2. Reuse of Document

All documents including Drawings and Specifications prepared by **ENGINEER** pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by **CLIENT** or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by **ENGINEER** for the specific purpose intended will be at **CLIENT'S** sole risk and without liability or legal exposure to **ENGINEER**; and **CLIENT** shall indemnify and hold harmless, to the maximum extent permitted by law, **ENGINEER** from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

3. Termination

This Agreement may be terminated by either party upon seven days prior written notice. In the event of termination, the **ENGINEER** shall be compensated by the client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place the **ENGINEER'S** files in order and/or to protect its professional reputation.

4. Parties to the Agreement

The services to be performed by the **ENGINEER** under this Agreement are intended solely for the benefit of the **CLIENT**. Nothing contained herein shall confer any rights upon or create any duties on the part of the **ENGINEER** toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

5. Construction and Safety

The **ENGINEER** shall not be responsible for the means, methods, procedures, techniques, or sequences of construction, nor for safety on the job site, nor shall the **ENGINEER** be responsible for the contractor's failure to carry out the work in accordance with the contract documents.

6. Payment

Payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**. If payment is to be on a lump sum basis, monthly payments will be based on the portion of total services completed during the month. Invoices, or any part thereof, which are not paid within 30 days after the date of issue shall bear interest at the rate of 1-1/2% for each month or fraction thereof from the date 30 days after issue to time of payment. **CLIENT** will pay on demand all collection costs, legal expenses and attorneys' fees incurred or paid by **ENGINEER** in collecting payment, including interest, for services rendered.

7. Indemnification for Release of Pollutants

If this project does not involve pollutants, this provision will not apply. This provision may not be deleted if the project involves pollutants.

If, due to the nature of the service covered under this Agreement including the potential for damages arising out of the release of pollutants, **CLIENT** agrees that in the event of one or more suits or judgments against **ENGINEER** in favor of any person or persons, or any entity, for death or bodily injury or loss of or damage to property or for any other claimed injury or damages arising from services performed by **ENGINEER**, **CLIENT** will indemnify and hold harmless, to the maximum extent permitted by law, **ENGINEER** from and against liability to **CLIENT** or to any other persons or entities irrespective of Engineer's compensation and without limitation. It is understood that the total aggregate liability of **ENGINEER** arising from services performed by **ENGINEER** shall in no event exceed \$50,000 or the total compensation received under this agreement whichever is greater, irrespective of the number of or amount of such claims, suits, or judgments.

8. Risk Allocation ☐ Check box if this does not apply

The total liability, in the aggregate, of the **ENGINEER** and **ENGINEER'S** officers, directors, employees, agents and consultants, and any of them, to **CLIENT** and anyone claiming by, through or under **CLIENT**, for any and all injuries, claims, losses, expenses or damages arising out of the **ENGINEER'S** services, the project or this agreement, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of **ENGINEER** or **ENGINEER'S** officers, directors, employees, agents or consultants, or any of them, shall not exceed the total compensation received by **ENGINEER** under this agreement, or the total amount of \$50,000, whichever is greater.

9. Project Schedule and Scope

Based on the schedule objectives provided by **CLIENT**, **ENGINEER** will develop a schedule of important milestones as necessary for the project for **CLIENT'S** review and approval. **ENGINEER** will monitor performance of services for conformance with the schedule and will notify **CLIENT** of any necessary changes to or deviations from the schedule. Where required by approved project schedule, **ENGINEER** will present the required deliverables and complete the required tasks at the appropriate intervals for **CLIENT'S** review and approval prior to payment.

CRAWFORD, MURPHY & TILLY, INC.
STANDARD SCHEDULE OF HOURLY CHARGES
JANUARY 1, 2025

Classification	Regular Rate
Senior Principal 2	\$ 350
Senior Principal	\$ 325
Principal	\$ 310
Senior Specialty Engineer 2 Senior Structural Engineer 2 Senior Planner 2 Senior Specialty Professional 2 Senior Civil Engineer 2	\$ 290
Senior Environmental Scientist 2 Project Manager Senior Architect 2 Senior Structural Engineer	\$ 250
Senior Civil Engineer Senior Environmental Scientist Senior Specialty Professional	\$ 235
Senior Administrative Specialist Senior Technician 2	\$ 200
Senior Technician	\$ 190
Project Environmental Scientist Project Civil Engineer Project Specialty Engineer Project Structural Engineer	\$ 185
Project Planner Project Specialty Professional Civil Engineer Specialty Engineer Structural Engineer	\$ 180
Administrative Specialist Specialty Professional Planner Project Technician	\$ 160
Architect	\$ 150
Environmental Scientist Technician	\$ 135
Admin/ Admin Coordinator	\$ 110

If the completion of services on the project assignment requires work to be performed on an overtime basis, labor charges above are subject to a 15% premium. These rates are subject to change upon reasonable and proper notice. In any event this schedule will be superseded by a new schedule effective January 1, 2026.

Out of pocket direct costs will be added at actual cost for blueprints, supplies, transportation and subsistence and other miscellaneous job-related expenses directly attributable to the performance of services. A usage charge may be made when specialized equipment is used directly on the project.

Subconsultant services furnished to CMT by another company will be invoiced at actual cost, plus ten percent.

City of Sedalia
Southeast Wastewater Treatment Plant
Scope of Services

The City of Sedalia Southeast Wastewater Treatment Plant (WWTP) consists of the following: influent screening and pumping, oxidation ditches with intra-channel clarifiers (BMTS basins), sludge dewatering (belt filter press), and UV disinfection. Crawford, Murphy and Tilly, Inc. (CMT) has been selected by the City to perform professional engineering services for the WWTP condition assessment. It is anticipated that the condition assessment will be completed by December 31, 2025. The following detailed tasks for the visual rapid condition assessment are included within this scope of professional engineering services:

Task 100: Project Administration and Management - CMT will provide the management functions required to successfully complete the following tasks:

- a. Kickoff Meeting: CMT will prepare agenda and conduct a kickoff meeting with City staff to review project objectives, approach, goals, scope, schedule, communications and deliverables, as well as identify potential risks to the project's success and develop mitigating strategies. Draft and final meeting minutes will be distributed to attendees.
- b. Site Visit: CMT will conduct a site visit to document physical, environmental, and access constraints for the condition assessment task.
- c. Project Initiation, Tracking, Scheduling, and Budgeting. CMT will develop a Project Guide including our internal Project Management Plan and Quality Management Plan for internal use. These documents define a roadmap for project delivery and include an internal budgeting plan, staffing plan, safety plan, and schedule.
- d. Invoicing. The Engineer's Project Manager (PM) and accounting staff will prepare monthly invoices, through the project schedule duration.
- e. Prepare and submit monthly status reports including status of project tasks and project financials, with the percentage completed for major scope tasks.

Meetings: Kickoff Meeting

Deliverables: Monthly Invoicing / Status Report

Task 200: Condition Assessment - The objective of this task is to complete a visual rapid condition assessment of all existing structures and equipment at the Southeast WWTP. This review will include discipline specialists in life safety, structural, mechanical, electrical, instrumentation and controls, architectural, and process. Performance based testing and destructive testing are excluded from this scope of services. CMT will provide the following functions required to complete the condition assessment task:

- a. Site Visits: The CMT project team will conduct site visits with the Project Manager and

multi-disciplined design leads including process, structural, architectural, mechanical, electrical, and instrumentation and controls. Discussions regarding the performance and condition will occur with the Operations staff.

- b. Assemble and submit a data request to the City for records, asbuilt drawings and historical data of the plant. CMT will perform a review of data and discuss issues with plant personnel during site visit to gain an understanding of the existing facilities, current operations and maintenance challenges.
- c. Structural Evaluation: A structural evaluation will include a visual inspection of the visible walls, floors and tops of the oxidation ditches and other concrete facilities to determine the structural material integrity and extent of cracking. CMT's structural engineers will utilize non-destructive structural testing such as visual observations, chain drags, hammer tests, and other nondestructive testing that can be accomplished. This task excludes any third-party testing required to determine strength of existing concrete below grade or that requires samples to be collected and/or tested by a third party. Taking existing tankage out of service and draining of wastewater to determine conditions of submerged concrete, if needed, will be the City's responsibility.
- d. Mechanical Evaluation: A mechanical evaluation includes a visual inspection to determine the condition of the existing HVAC ventilation and ductwork. Equipment nameplates will be utilized to determine the size of the existing HVAC equipment. The theoretical ventilation needs of each facility served by the equipment will then be computed and compared to the existing equipment to determine its adequacy.
- e. Electrical Evaluation: An electrical evaluation includes a visual inspection to determine the condition of the electrical components, switchgear, transformers, cabinets, control panels, PLCs, SCADA system and associated electrical gear. Preliminary electrical loads will be prepared based on available information for the existing WWTP equipment provided by the City. The size of the electrical service and equipment will then be compared to the theoretical needs.
- f. Process Mechanical Equipment Evaluation: A visual inspection of valves, pumps, screens, blowers, aerators, belt filter press, and other process equipment will be performed. Shop drawings, test reports and other maintenance data and records for this equipment will be requested from the City and reviewed by CMT. An estimate of the adequacy of the existing equipment will then be made based on theoretical computations. If stress testing of the existing equipment to determine its resiliency will be performed by City staff with input from CMT.
- g. Life Safety Evaluation: An inspection of the Belt Filter Press / Administrative & Lab Facility building, and other structures to confirm adequate ingress/egress and presence of safety devices.
- h. Estimate the remaining useful life of the existing equipment.
- i. Develop an equipment replacement schedule and estimated costs of replacement.
- j. Prepare a Condition Assessment Technical Memorandum that includes the results of the evaluations, estimated remaining useful life of the existing equipment, and its replacement schedule and estimated costs.

Meetings: Technical Memorandum Review Meeting

Deliverables: Draft Condition Assessment Technical Memorandum

Assumptions: The condition assessment will be based upon visual and non-destructive testing, also called a rapid assessment. City to provide as-built construction documents, shop drawings, test reports, MDNR reports and other operational data for review.

Task 300: Regulatory Evaluation - CMT will focus on the next three (3) permitting cycles to estimate impacts to plant processes and identify anticipated necessary improvements. This also includes discussion with the Missouri Department of Natural Resources (MDNR). CMT will provide the following functions to complete the regulatory evaluation task:

- a. Characterize the regulatory drivers that may influence planning decisions.
- b. Review up to 5 years of existing water quality information and develop target discharge limits for BOD, TSS, Ammonia, TN, TP, E. coli, and other relevant parameters.
- c. Assess impacts of future water quality criteria, regulations, and policy changes on permit limits, permit conditions, and biosolids management requirements.

Meetings: Up to two (2) meetings with MDNR and review meeting to discuss findings with City

Deliverables: Draft Regulatory Technical Memorandum

Task 400: Treatment Process Evaluation - This task is focused on reviewing existing plant performance, past permit violations, and identify improvement alternatives. It will also incorporate the results from Task 200 and Task 300. CMT will provide the following functions required to complete the process evaluation task:

- a. Review the existing plant performance and meet with Operations staff to understand the historic operations and issues with the plant. This meeting can occur concurrently with the condition assessment site visit.
- b. Develop a list of immediate cost-effective enhancements.
- c. Develop 3 treatment improvement alternatives for liquids treatment and solids treatment processes (up to 6 total alternatives).

Meetings: Treatment Technologies Screening and Selected Technologies Review

Deliverables: Draft Treatment Technology Technical Memorandum to include results and recommendations

Task 500: Submit Final Memorandums. Review draft memorandums with the City, prepare and submit final memorandums based on City review comments.

Deliverables: Condition Assessment Technical Memorandum, Regulatory Technical Memorandum and the Treatment Technology Technical Memorandum

CRAWFORD, MURPHY & TILLY, INC.
 CONTRACT ATTACHMENT - EXHIBIT A - 2025 PROFESSIONAL SERVICES COST ESTIMATE

CLIENT Sedalia, MO
 PROJECT NAME Condition Assessment of SE Wastewater Treatment Plant
 CMT JOB NO. 25008544

Prep By SO
 DATE 09/05/25

Approved by
 DATE 09/05/25

TASK NO.	TASKS \ CLASSIFICATIONS	MAN HOURS & LABOR SUMMARY																				
		Principal				Senior Principal				Architect				Environmental Scientist Technician								
		Senior Principal 2	Senior Principal	Principal	Senior Technician	Senior Admin Specialist	Senior Technician 2	Senior Civil Engr	Senior Envir Scientist	Senior Special Prof	Sr En Scientist 2	Sr Planner 2 - Sr	Engr 2, Sr Planner 2 - Sr	Spec Prof 2 - Sr Civil Engineer 2	Struct Engr	Proj Civil Engr	Proj Environ Scientist	Proj Spec Engr	Proj Special Prof	Project Planner	Admin Specialist	Project Tech
CURRENT YEAR 2025 HOURLY RATES		\$350	\$325	\$310	\$290	\$250	\$235	\$200	\$190	\$185	\$180	\$160	\$150	\$135	TOTAL							
100	Project Management						6								6							
200	Condition Assessment																					
	Site Visits				8					8	8				16							
	Request City data														16							
	Structural Evaluation				20						30				50							
	Mechanical Evaluation				8										38							
	Electrical Evaluation				20						30				50							
	Process Mechanical Equipment Evaluation					20									48							
	Life Safety Evaluation					8					12				30							
	Estimate Remaining Useful Life of Equipment				8	8					8				32							
	Develop Replacement Schedule and Costs				8	8					8				40							
	Prepare Condition Assessment Technical Memorandum				8	8					8				32							
	Regulatory Evaluation (includes Regulatory Technical Memorandum)				20	4					16				40							
300	Process Evaluation (included Treatment Technology Technical Memorandum)				4						16				20							
400															20							
500	Submit Final Memorandums				4						16				20							
TOTAL MAN HOURS					108	64	10				78				454							
SUBTOTAL - BASE LABOR EFFORT					\$31,320	\$16,000	\$2,350				\$14,430				\$34,920							
TASKS (CONTINUED)		DIRECT EXPENSE & REIMBURSABLES																				
		TOTAL LABOR EFFORT	TRAVEL MILEAGE	MEALS & LODGING	PRINTING	EQUIP- MENT	MISC	SURVEY MTL	SUBS	SUBS ADMIN	OTHER EXP	OTHER EXP	OTHER EXP	TOTAL EXPENSE	TOTAL FEE							
100	Project Management	\$1,410													\$1,410							
200	Condition Assessment																					
	Site Visits	\$2,920	\$850											\$850	\$3,770							
	Request City data	\$3,760													\$3,760							
	Structural Evaluation	\$11,200													\$11,200							
	Mechanical Evaluation	\$7,870													\$7,870							
	Electrical Evaluation	\$11,200													\$11,200							
	Life Safety Evaluation	\$10,400													\$10,400							
	Estimate Remaining Useful Life of Equipment	\$10,100													\$10,100							
	Develop Replacement Schedule and Costs	\$7,240													\$7,240							
	Prepare Condition Assessment Technical Memorandum	\$8,680													\$8,680							
300	Regulatory Evaluation (includes Regulatory Technical Memorandum)	\$8,920													\$8,920							
400	Process Evaluation (included Treatment Technology Technical Memorandum)	\$4,040	\$130												\$4,170							
500	Submit Final Memorandums	\$4,040													\$4,040							
TOTALS		\$99,020	\$980	2027	2028	TOTAL								\$980	\$100,000							
TIME PERIOD OF PROJECT		2025	2026	2027	2028																	
PERCENTAGE OF WORK TO BE PERFORMED BY YEAR		100%				100%																
WEIGHTING FACTOR FOR 5% ANNUAL ADJUSTMENT		1.0000				1.0000																
ESTIMATED CONTINGENCY																						
ROUNDING																						
TOTAL FEE																						
MATH CROSS CHECK IS OK																						



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/9/2025

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).

PRODUCER Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukegan IA 50263	CONTACT NAME: Audrey McNeill PHONE (A/C, No, Ext): 309-282-3907 E-MAIL ADDRESS: amcneill@holmesmurphy.com FAX (A/C, No):
INSURED Crawford, Murphy & Tilly Inc. 2750 West Washington Springfield IL 62702	INSURER(S) AFFORDING COVERAGE INSURER A: Employers Mutual Casualty Company INSURER B: Aspen Specialty Insurance Company INSURER C: XL Specialty Insurance INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 2011520080**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			5D57480	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			5E57480	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			5J57480	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	5T57480 (NJ) 5M57480 (FL) 5H57480	1/1/2025 1/1/2025 1/1/2025	1/1/2026 1/1/2026 1/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B C	Pollution Liability Professional Liability Each Claim			ER00YEL25 DPR5037922	1/1/2025 1/1/2025	1/1/2026 1/1/2026	Claim/Aggregate Each Claim Aggregate 2,000,000 5,000,000 7,000,000

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

Project Reference: Project No. 25008544.00 | SE Wastewater Treatment Plant (WWTP) Cond. Assessment
Additional Insured only if required by written contract with respect to General Liability, Automobile Liability and Umbrella/Excess Liability applies on a primary basis and the insurance of the additional insured shall be non-contributory: Certificate Holder, Project Owner and Others as required by written contract.
The Professional Liability policy includes a waiver of subrogation in favor of the certificate holder as required by written agreement with the insured, per policy terms and conditions. 30 Day Notice of Cancellation endorsement applies.

CERTIFICATE HOLDER**CANCELLATION**

City of Sedalia, MO
200 S. Osage Ave
Office 200
Sedalia MO 65301

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

Kari Coolidge

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR
AGREEMENT – PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- D. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
 - (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- E. All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET WAIVER OF SUBROGATION WHEN REQUIRED IN A WRITTEN
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

1. Your ongoing operations; or
2. "Your work" included in the "products-completed operations hazard".

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a written contract or agreement, and only if the written contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and
2. Was executed prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

Section I – Covered Autos Paragraph C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos is amended by adding the following:

If **Physical Damage Coverage** is provided by this coverage form for an "auto" you own, the **Physical Damage Coverages** provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

B. BLANKET ADDITIONAL INSURED

The **Who Is An Insured** provision under **Section II – Covered Autos Liability Coverage** is amended to include the following as an "insured":

1. Any person or organization whom you have agreed in a written contract or agreement to name as an additional "insured" under your "auto" Policy to provide "bodily injury" or "property damage" coverage, but only with respects to liability arising out of the use of a covered "auto" you own, hire or borrow and resulting from the acts or omissions by you, any of your "employees" or agents. The insurance afforded to such additional "insured" will not be broader than that which you are required to provide for such additional "insured" and applies only to a written contract executed prior to the "bodily injury" or "property damage" and is still in force at the time of the "accident".
2. With respect to the insurance afforded to the additional "insured" described above, the following is added to **Section – C. Limit Of Insurance Covered Autos Liability Coverage**:

The most we will pay on behalf of the additional "insured" is the amount of insurance:

- (1) Required by the written contract or agreement described above, or

- (2) Available under the applicable Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations; whichever is less.

C. EMPLOYEES AS INSURED

The following is added to the **Section II – Covered Autos Liability Coverage, Paragraph A.1. Who Is An Insured** provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. EMPLOYEE HIRED AUTOS

1. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions

Paragraph 5.b. of the **Other Insurance** in the Business Auto Coverage Form is amended by the addition of the following:

For **Hired Auto Physical Damage Coverage** any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business is deemed to be a covered "auto" you own.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any organization which you acquire or form after the effective date of this Policy in which you maintain ownership or majority interest. However:

- (1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the Policy period, whichever is earlier.

F. SUBSIDIARIES AS INSURED

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this Policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability Policy or was an "insured" under such a Policy but for termination of that Policy or the exhaustion of the Policy's limits of liability.

G. SUPPLEMENTARY PAYMENTS

Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

H. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph 5. of Paragraph B. Exclusions in **Section II – Covered Autos Liability Coverage** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

I. TOWING AND LABOR

Section III – Physical Damage Coverage, A.2. Towing And Labor is replaced with the following:

We will pay for **Towing And Labor** costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" that is a private passenger type is disabled; or
- b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

J. LOCKSMITH SERVICES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside

a covered private passenger "auto". The deductible is waived for these services.

K. TRANSPORTATION EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph a. Transportation Expenses is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the Policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".
- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like, kind and quality as the stolen covered "auto".

L. ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

All electronic equipment that reproduces, receives or transmits audio, visual, or data signals in any one "loss" is \$5,000, in addition to the sublimit in Paragraph C.1.b. of the **Limits Of Insurance** provision under **Section III – Physical Damage Coverage**.

M. HIRED AUTO PHYSICAL DAMAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following: If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision Coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow is deemed to be a covered "auto" you own, subject to the following limit and deductible:

- (1) The most we will pay for loss to any leased, hired, rented or borrowed "auto" is the lesser of up to a limit of \$100,000, Actual Cash Value or Cost of Repair, minus the deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- (3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to \$1,000, in addition to the limit above, for **Loss Of Use** of a hired auto to a leasing or rental concern for a monetary loss

sustained, provided it results from an "accident" for which you are legally liable.

However, coverage does not apply to any "auto" leased, hired, rented or borrowed in your Motor Carrier Operations and any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

N. AUTO LOAN/LEASE GAP COVERAGE

Section III – Physical Damage Coverage Paragraph A.4. Coverage Extensions is amended by the addition of the following:

Autos of the private passenger, light or medium trucks that are loaned or leased for a period of six months or longer and which have been provided Physical Damage Coverage is a covered "auto" under this Policy for which a premium charge has been made for Comprehensive, Specified Cause of Loss, or Collision Coverage. We will pay any unpaid amount due up to a limit of \$10,000 on the lease or loan for a covered "auto", including up to a maximum of \$500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

1. The amount paid under the Policy's **Physical Damage Coverage**; and
2. Any:
 - a. Overdue or any deferred lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

The insurance provided by this Auto Loan/Lease Gap Coverage is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

O. PERSONAL PROPERTY OF OTHERS

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for loss to Personal Property Of Others in or on your covered "auto" in the event of a covered "auto" loss.

No deductibles apply to this coverage.

P. PERSONAL EFFECTS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for "loss" to your Personal Effects not otherwise covered in the Policy or, if you

are an individual, the Personal Effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension Personal Effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal Effects does not include tools, jewelry, guns, money and securities, or musical instruments.

Q. EXTRA EXPENSE FOR STOLEN AUTO

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

R. RENTAL REIMBURSEMENT EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this Policy.
2. We will pay for **Rental Reimbursement Expenses** incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the Policy period beginning 24 hours after the "loss" and ending, regardless of the Policy's expiration, with the lesser of the following number of days
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$75 per day, subject to a \$2,250 limit.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your **Rental Reimbursement Expenses** which is not already provided for under the **Physical Damage – Transportation Expense**

Coverage Extension included in this endorsement.

7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this Policy.

S. VEHICLE WRAPS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this Policy.
2. Vehicle wraps that are damaged are covered at the lesser of replacement cost or the original purchase cost of the vehicle wrap, whichever is less, up to \$2,000.

This coverage does not apply to wear and tear.

T. AIRBAG COVERAGE

Section III – Physical Damage Coverage, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this Policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

U. NEW VEHICLE REPLACEMENT COST

The following is added to Paragraph C. **Limit Of Insurance of Section III – Physical Damage Coverage**

In the event of a total "loss" to a covered "auto" you own of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay to replace such covered "auto", minus any applicable deductible shown in the Declarations, at your option:

- a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.
- b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

V. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

Section III – Physical Damage Coverage, D. Deductible Subparagraph 2. is replaced by the following:

2. Regardless of the number of covered "autos" damaged or stolen the maximum deductible applicable for all "loss" in any one event caused by:

- a. Theft or Mischief or Vandalism; or
- b. All Perils
- c. Collision

Will be equal to two times the highest deductible applicable to any one covered "auto" on the Policy for Comprehensive, Specified Causes of Loss or Collision Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered "autos" were damaged or stolen in the "loss".

W. FULL GLASS COVERAGE

Section III – Physical Damage Coverage, D. Deductible is amended by the addition of the following:

If the Comprehensive Coverage applies to the covered "autos", no Comprehensive Coverage Deductible applies to the cost of repairing or replacing damaged glass on the covered "auto(s)".

X. PHYSICAL DAMAGE DEDUCTIBLE – VEHICLE TRACKING SYSTEM

Section III – Physical Damage D. Deductible is amended by adding the following:

Comprehensive Coverage Deductible shown in the Declaration will be reduced by 50% for any "loss" caused by theft of the vehicle when equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

Y. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by adding the following:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

Z. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

Subparagraph 5. of Paragraph A. **Loss Conditions of Section IV – Business Auto Conditions** is deleted in its entirety and replaced with the following.

Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, we waive any right of recovery we may have against any person, or organization with whom you have a

written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

AA. PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

Section IV – Business Auto Conditions, B. General Conditions, 5. Other Insurance c. is replaced by the following:

This Coverage Form's **Covered Autos Liability Coverage** is primary to and will not seek contribution from any other insurance available to an "insured" under your Policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

However, coverage does not apply to any "auto" leased, hired, rented or borrowed in your Motor Carrier Operations and any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

AB. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this Policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

AC. MENTAL ANGUISH

Section V – Definitions, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

AD. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET WAIVER OF SUBROGATION WHEN REQUIRED IN A WRITTEN
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

The **Transfer of Rights Of Recovery Against Others To Us** Condition under **Section IV – Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with the person or organization and included in the "products-completed operations hazard".

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE ESTABLISHING A 3-WAY STOP SIGN AT THE INTERSECTION OF
SOUTHWEST BOULEVARD AND SKYLINE DRIVE.**

WHEREAS, the Citizen's Traffic Advisory Commission received a request to install a stop sign at the intersection of Southwest Boulevard and Skyline Drive; and

WHEREAS, the Citizen's Traffic Advisory Commission met on September 10, 2025, and voted 7 "Yes" to 0 "No" to deny establishing a 3-way stop at said intersection.

**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 establishing a 3-way stop at the intersection of Southwest Boulevard and Skyline Drive.

Section 2. The City Street Department is ordered to install stop signs accordingly and the City Clerk is ordered to modify the City's Master Schedule of Traffic Restrictions accordingly.

Section 3. This Ordinance shall take effect and be in full force 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 20th day of October 2025.

Presiding Officer of the Council

Approved by the Mayor of said City this this 20th day of October 2025.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk



CITY OF SEDALIA
TRAFFIC ADVISORY COMMISSION
REQUEST/SUGGESTION SUBMISSION FORM

Date: Aug 20, 2005

Submitters Name: Public Safety Council Committee
via Citizen

Submitters Address: 200 S. Osage Ave
Sedalia, MO 65301

Submitters E-Mail Address: _____

Submitters Phone: _____

Submitters Signature: _____

Request/Reason for Need:

Installation of a 3way stop sign at the
intersection of Southwest Blvd. and
Shyline Dr.

Public Works Dept. Recommendation:

Public Works Director Signature: _____

TRAFFIC ADVISORY COMMISSION RECOMMENDATION

The City of Sedalia Traffic Advisory Commission reviewed this request/reason for need on: 10th day of Sept, 2025, by a vote of 7 to 0.

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

Attested to by Commission Chairman:

Deedee L. Sauer on 9, 10, 25.

City Council Action:

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

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE CONVEYANCE OF TWO PROPERTIES FROM THE CITY OF SEDALIA, MISSOURI TO _____, AND ACCEPTANCE OF THREE PROPERTIES IN EXCHANGE.

WHEREAS, The City of Sedalia, Missouri has received a real estate sale agreement to convey properties commonly known as _____ to _____; and

WHEREAS, in exchange for said properties by the City of Sedalia, _____, shall convey properties commonly known as _____ by Warranty Deed to the City of Sedalia, Missouri as more fully described in the Real Estate Sale Agreement and deeds attached hereto and incorporated by reference.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves the giving of special warranty deeds by the City of Sedalia, Missouri to _____, for the conveyance of properties commonly known as _____ in substantially the same form and content as proposed.

Section 2. The Council of the City of Sedalia, Missouri, hereby accepts the warranty deeds from _____, to receive the properties commonly known as _____ in substantially the same form and content as proposed.

Section 3. The Mayor or City Administrator are authorized to accept and sign said real estate sale agreement and deeds on behalf of the City of Sedalia, Missouri and the City Clerk is hereby authorized and directed to file in his office the said real estate sale agreement and deeds after recording said deeds with the Pettis County Recorder of Deeds.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 20th day of October, 2025.

Presiding Officer of the Council

Approved by the Mayor of said City this 20th day of October, 2025.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

BILL NO. _____

ORDINANCE NO. _____

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

WHEREAS, The City of Sedalia, Missouri desires to convey property commonly known as _____ to _____ as more fully described in the quit claim deed attached hereto and incorporated by reference.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves the giving of a quit claim deed by the City of Sedalia, Missouri to _____ for the conveyance of property commonly known as _____ in substantially the same form and content as proposed.

Section 2. The Mayor or City Administrator are authorized to accept and sign said deed on behalf of the City of Sedalia, Missouri and the City Clerk is hereby authorized and directed to file in his office the said deed after recording said deed with the Pettis County Recorder of Deeds.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 20th day of October, 2025.

Presiding Officer of the Council

Approved by the Mayor of said City this 20th day of October, 2025.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A WARRANTY DEED FOR THE CONVEYANCE OF PROPERTY
COMMONLY KNOWN AS _____ FROM THE CITY OF SEDALIA, MISSOURI TO
_____.

WHEREAS, The City of Sedalia, Missouri desires to convey property commonly known as
_____ to _____ as more fully described in the warranty deed attached hereto
and incorporated by reference.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves the giving of a warranty deed
by the City of Sedalia, Missouri to _____ for the conveyance of property commonly known as
_____ in substantially the same form and content as proposed.

Section 2. The Mayor or City Administrator are authorized to accept and sign said deed on behalf of the
City of Sedalia, Missouri and the City Clerk is hereby authorized and directed to file in his office the said deed
after recording said deed with the Pettis County Recorder of Deeds.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection
prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia,
Missouri this 20th day of October, 2025.

Presiding Officer of the Council

Approved by the Mayor of said City this 20th day of October, 2025.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk