



City Council Meeting Agenda

Monday, November 3, 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. SERVICE AWARDS**
 - 1. Greg Smith – Fire – Fire Captain – 30 Years of service
 - 2. Michael Elwood – Police – Commander – 15 Years of service
 - 3. Gary LaBoube – Vehicle Maintenance – Lead Mechanic – 15 Years of service
 - 4. Vicky Skrzypczak – Finance – Account Tech – Utility Billing – 5 Years of service
 - 5. Joshua Holsten – Street – Equipment Operator II – 5 Years of service
 - 6. Joseph Dirck – Building Maintenance – Building Maintenance Worker – 5 Years of service
- E. SPECIAL AWARDS/RETIREMENT AWARDS** – None
- I. APPROVAL OF PREVIOUS SESSION MINUTES**
 - A.** Special Council Meeting – October 17, 2025
 - B.** Council Meeting – October 20, 2025
 - C.** Special Council Meeting – October 24, 2025
- II. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES** - None
- III. ROLL CALL OF STANDING COMMITTEES**
 - A. FINANCE / ADMINISTRATION** – Chairwoman Tina Boggess; Vice Chairwoman Rhiannon M. Foster
 - 1. Call for General Election – April 7, 2026 – Mayor, 1 Councilman from each of the 4 wards & 1 additional Councilman 1st Ward to fill unexpired 1-year termCouncil Discussion led by Chairwoman Boggess

BILL NO. 2025-183 Call for Ordinance calling a general election to be held on April 7, 2026 for the purpose of electing a Mayor and one councilman from each of the four wards in the City of Sedalia, Missouri and for the purpose of electing one additional councilman from the first ward in the City of Sedalia, Missouri to fill an unexpired term for one year due to a vacancy occurring in such office – Mayor Dawson
 - B. PUBLIC SAFETY** – Chairman Lee Scribner; Vice Chairman Jack Robinson
 - 1. Presentation – Pettis County Joint Communications Budget (Dannelle Lauder, Presenter)
 - 2. Grant Application – FY 2025 Patrick Leahy Bulletproof Vest Partnership program Grant – Sedalia Police Department (\$13,181.73 total cost: \$6,590.85 Grant Amt)Council Discussion led by Chairman Scribner

R 2153 Call for Resolution Authorizing the Sedalia Police Department to Act as an agent for the City of Sedalia in the application process for the FY 2025 Patrick Leahy Bulletproof Vest Partnership program grant – Mayor Dawson

C. PUBLIC WORKS – Chairwoman Michelle Franklin; Vice Chairwoman Tina Boggess

1. Approval of Records Destruction Request from the Public Works Department
2. Sewer Easement – State of Missouri to City of Sedalia

Council Discussion led by Chairwoman Franklin

BILL NO. 2025-184 Call for Ordinance Approving and Accepting a permanent Sanitary Sewer easement from the State of Missouri, for extension of a sewer line for a new arena on the Missouri State Fairgrounds– Mayor Dawson

3. Agreement – Chemical Root Control – Water Pollution Control – Duke’s Root Control, Inc. – \$39,806.19

Council Discussion led by Chairwoman Franklin

BILL NO. 2025-185 Call for Ordinance Authorizing an agreement for Chemical Root Control of Sewer Mains – Mayor Dawson

D. COMMUNITY DEVELOPMENT – Chairwoman Rhiannon M. Foster; Vice Chairwoman Cheryl Ames – No Report.

IV. OTHER BUSINESS

A. APPOINTMENTS

New:

Matthew Wirt – Sedalia Area Tourism Commission – Completing Kelvin Shaw’s term ending December 31, 2026

B. LIQUOR LICENSES

New:

*Kristy Long dba Wildlife Ridge Winery, 34751 Miller Road, Special Event: Cole Camp School Staff Christmas Party – The Foundry, 324 West 2nd, December 12, 2025, 4 P.M. to 12:59 P.M. – \$15.00

*Kristy Long dba Wildlife Ridge Winery, 34751 Miller Road, Special Event: Central Bank Christmas Party – The Foundry, 324 West 2nd, December 13, 2025, 4 P.M. to 12:59 P.M. – \$15.00

*Hunter Baker dba State Fair Spirits, 1419 S Limit, Liquor by the Drink & Sunday Sales - \$750.00

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

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

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

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

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

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

A. Roll Call Vote for Closed Door Meeting

B. Discussion of closed items

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

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

VIII. 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

IX. ADJOURN MEETING

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

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 251 548 236 554 0

Passcode: j9mz6Ae3

Dial in by phone

[+1 347-618-4825,,53993488#](#) United States, New York City

[Find a local number](#)

Phone conference ID: 539 934 88#

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 31, 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, November 3rd 6:30 p.m.

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

1. The attached ordinance formally calls for the City's general municipal election to be held on April 7, 2026. The election will include the offices of Mayor, one Councilman from each of the four wards, and one additional Councilman from the First Ward to complete an unexpired one-year term. The filing period will open December 9, 2025, and close December 30, 2025. Approval ensures compliance with State law and authorizes the City Clerk to coordinate the election with the Pettis County Clerk's office.

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

1. Director Dannelle Lauder will provide a presentation for the upcoming budget year for Pettis County Joint Communication to include a review of the year and upcoming needs.
2. The Sedalia Police Department requests approval to apply for funding through the Patrick Leahy Bulletproof Vest Partnership (BVP) Program, a longstanding federal initiative the City participates in annually. This program reimburses up to 50 percent of the cost of eligible body armor purchases and is planned for in the department's annual budget to maintain officer safety and vest replacement on a five-year rotation. For Fiscal Year 2027, the department intends to purchase eleven Point Blank AXII-4 bulletproof vests at a total cost of \$13,181.73, with an estimated reimbursement of \$6,590.85. Approval of this item authorizes staff to submit the grant application and proceed with the scheduled replacement cycle under the BVP program.

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

1. Public Works requests Council authorization to proceed with the destruction of outdated departmental records in accordance with the Missouri Secretary of State's Records Retention Manual. The records proposed for destruction include Right-of-Way Inspections from 2011–2013, Grant Records from 2004–2021, General Correspondence from 2004–2011, and Citizen Correspondence from 2008–2015. These materials have met or exceeded the required retention periods. Approval of this request will allow staff to properly dispose of the documents in compliance with state retention and disposal requirements.

2. The State of Missouri, through the Department of Agriculture, has granted the City of Sedalia a permanent sanitary sewer easement associated with the Missouri State Fair's new Arena project. The easement allows the extension of a wastewater line from the new arena, located east of Clarendon Road and north of the Katy Trail, to connect with the City's existing sewer system near the intersection of Southwest Blvd. and Clarendon Road. City staff has reviewed the easement and accompanying legal description and found no discrepancies. Acceptance of this easement ensures proper connection of the facility to the City's system and compliance with project requirements. Approval is recommended.
3. The Utilities Department requests approval of an agreement with Duke's Root Control, Inc. to chemically treat 19,116 LF of sanitary sewer mains to control root intrusion, a common cause of blockages and line damage in older infrastructure. The work uses a foaming herbicide that kills roots in the pipe without harming adjacent trees or vegetation. Pricing is secured through the H-GAC BUY cooperative and aligns with our finance policies encouraging cooperative procurement; the quoted cost is \$39,806.19, which is within the current maintenance budget. The City has successfully used Duke's in past years, with effective results and professional performance. Staff recommends approval to proceed.

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



CITY OF SEDALIA, MISSOURI
SPECIAL COUNCIL MEETING
OCTOBER 17, 2025

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

The Council of the City of Sedalia, Missouri duly met in Special Session on Friday, October 17, 2025 at 12:15 p.m. at the Municipal Building in the Council Chambers with Mayor Andrew L. Dawson presiding.

ROLL CALL:

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

- The City advertised under IFB 2026-016 to repair the Washington Street Bridge North and South approach. Three bids were received: Double Arch Construction – \$662,874.00, Comanche Construction – \$911,320.20 and Gene Haile Excavating – \$952,250.00. City staff have reviewed and verified bids and costs. Recommendation is Double Arch Construction at a cost of \$662,874.00.

Councilman Robinson voiced concern that one bidder was significantly less than others. Councilman Hiller and Scribner pointed out the main cost difference was in the companies getting their equipment here.

BILL NO. 2025-175, ORDINANCE NO. 12355 – AN ORDINANCE APPROVING AND ACCEPTING A BID FOR WASHINGTON STREET BRIDGE APPROACH REHAB was read once by title.

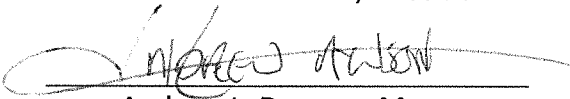
2nd Reading – Motion by Foster, 2nd by Cross. All Present in Favor. Boggess was Absent.

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

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

The Special Meeting adjourned at 12:20 p.m. on motion by Foster, seconded by Scribner. All Present in Favor. Boggess was Absent.

THE CITY OF SEDALIA, MISSOURI


Andrew L. Dawson, Mayor


Jason S. Myers, City Clerk



CITY OF SEDALIA, MISSOURI
CITY COUNCIL MEETING
OCTOBER 20, 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 20, 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 Chaplain Byron Matson 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	Present via teams
Tina Boggess	Present	Michelle Franklin	Present

SPECIAL AWARDS

Fire Badge Pinnings:

Fire Chief Matthew Irwin presented William "Thomas" Holman, Jacob Walker and Connor Moriarty with their Firefighter Badges. Chief Irwin stated that they have spent a little over eight months in training to begin their careers with the Sedalia Fire Department. They have absorbed a lot of information, completed a lot of testing, pushed through a six month EMT class in just over a month, and have really earned their badges. This is just the beginning for them and talking with their instructors we have a very good group of Firefighters coming on board.

SERVICE AWARDS/RETIREMENT AWARDS: None

MINUTES: The Council Meeting minutes of October 6, 2025 were approved on motion by Ames, seconded by Scribner. All in Favor.

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES:

The Citizen's Traffic Advisory Commission minutes dated September 10, 2025 were accepted on motion by Scribner, seconded by Ames. All in Favor.

UNFINISHED BUSINESS:

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

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 was read once by title on motion by Boggess, seconded by Ames. Roll Call Vote: Voting “Yes” were Robinson, Ames and Cross. Voting “No” were Scribner, Boggess and Hiller. Franklin abstained due to SFCC being her employer. Foster abstained because she owns a coffee shop.
FAILED

ROLL CALL OF STANDING COMMITTEES:

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

Presentation – Employee Insurance Renewal

Anna Konopasek, with IMA Financial Group, presented renewal information for 2026 for employee health insurance benefits as well as other employee benefit plans. The City was fully insured in 2023 and moved to the bundled partially self-funded arrangement in 2024 and 2025. The recommendation is to remain in this arrangement for 2026 as well as 2027 and future years because it allows plan flexibility. The plans were marketed in June to determine if there were any potential options for different medical carriers, networks or pharmaceutical networks, but there was nothing that suggested a change should occur. Currently the City is at the best place as far as network discounts and overall admin costs. The renewal from Blue Cross was not received until September and the significant increase in the stop loss premium was discovered. Seven of the carriers declined to quote due to historical losses. One carrier quoted but did not produce a financially competitive option for 2026. There is a 27.7% needed increase to the funding rates for 1-1-2026 which includes a 10% margin. As a self-funded plan there would be another 25% on top of that which would be the maximum. The suggestion is also to increase employee contributions by 12% and have the City take on 30% of the increase. This does assume staying with Blue Cross and staying with the current arrangements. No plan design changes, with exception of IRS required increase of the deductible from \$3,300 to \$3,400 on the HSA plan.

	2026 Proposed EE Contributions			Monthly Increase from 2025 Employee \$\$			Monthly Increase from 2025 City of Sedalia \$\$		
	PPO \$3,000	PPO \$5,000	HSA \$3,300	PPO \$3,000	PPO \$5,000	HSA \$3,300	PPO \$3,000	PPO \$5,000	HSA \$3,300
Employee	\$47.69	\$0.00	\$0.00	\$11.76	\$0.00	\$0.00	\$166.72	\$164.37	\$137.18
Employee + Spouse	\$901.34	\$588.94	\$625.19	\$206.54	\$124.38	\$160.67	\$168.27	\$220.76	\$267.89
Employee + Child(ren)	\$604.07	\$296.03	\$369.10	\$29.07	(\$83.99)	(\$11.01)	\$310.04	\$396.25	\$386.59
Family	\$1,521.32	\$790.70	\$928.26	\$347.34	(\$11.62)	\$125.97	\$170.26	\$488.23	\$514.50

The City received a 9% increase for dental insurance from Standard. Recommendation is to move to BlueKC with two year rate gurantee and 3rd year cap of 7.5%.This would provide Similar provider access, 15% provider disruption, and includes a 0.5% discount on medical admin, stop loss and claim liability.

Recommendation for employer long term disability is to gross up employee premium making the benefit non-taxable at the time it is paid out. The projected annual premium change to the City is \$9,000.

Financial Update: Finance Director Jessica Pyle reported on Fiscal Year to Date August sales. Net sales in use tax is Fiscal Year to Date is up \$162,000 or 1.4%. There was a 4% increase budgeted, so that is reporting lower than budget by about \$300,000. The marijuana tax is the additional 3% tax on marijuana sales. It started at cash registers in October in 2023. This Fiscal Year is the first year that we have a full year comparison to the prior year. We are over last year around \$18,000.00. Franchise tax is lower by over \$350,000.00 due to the decrease in electric tax of \$347,000.00. Transportation tax is higher due to the increase in gasoline tax which is up 11.2%. Vehicle sales are flat and the vehicle fees are down 2.7%. Property tax is lower, but the majority of those payments are received in December and January.

Strategic Planning Presentation – City Clerk’s Office

City Clerk Jason Myers presented a history and overview of the City Clerk’s Office. The office of the City Clerk is one of the oldest positions in Municipal Government with the first Clerk being appointed in 1867. The last four City Clerks have had a total number of years with the City of 141 and a total number of years in the position of City Clerk of 63. The office serves the City Council, all City departments and the public for information. Per State Statute, the Clerk’s Office is charged with safeguarding and keeping all records of the City. The City Clerk administers Oaths of Office. (Elected Officials, Board Members and Department Heads.), is the Custodian of the City Seal and is responsible for Council agendas/minutes for all Council meetings.

Current Services: Information center for the City; Switchboard (as of September 30, 2025 answered 16,483 calls); Incoming/Outgoing mail (working with Finance Director to consolidate 2 postage machines into 1); open/tabulate bids; Post of meetings and public events to be compliant with Sunshine Law; Clerk is Treasurer of Fire Pension Fund (in the process of being transferred to Lagers); Accept filings for elected offices and coordinate election with County Clerk (general elections held in April of every year and Special elections for issues); Maintain databases for various index books (Code of Ordinances, Master Traffic Books, Council Minutes, Scrapbook index of City articles, City Officials/past employees, Elections, Claim History and Bid Summaries); Maintain department inventories and insurance policies (Effective 1-1-2025 entered into agreement with IMA Financial Group for brokerage services; Effective 9-1-2025, Individual insurance policies were consolidated for Liability/Auto, Property and Workers compensation into one policy with Travelers, three year rate guarantee and will save the city \$160,000 a year for three years); and maintain certificates of insurance (contracts/leases, airport hangars, employees receiving car allowances, etc).

Statistics (2025 Year-to-date): Ordinances/Resolutions completed and scanned – 201; Agendas and Minutes – 46; Fire Records Requests – 76; General Records Requests – 176; Code Book supplements- code of ordinances re-codified in 2010; supplements received quarterly; permanent record books – two separate books (minutes and Ordinances/Resolutions) \$700-\$800/book (holds 3-4 years of information)

Strategies:

- **Scanning** – Vital part of the City Clerk’s office; We have scanned majority of records/documentation and continue to scan on regular basis for easy access and document searches. The former City Clerk stayed as a Transition Assistant. From October 2022 to April 2025, City Clerk and Transition Assistant went through an extensive records management process by going through over 500 boxes of old records from various departments.

- **Microfilming** – Per Secretary of State, all permanent records must be microfilmed for preservation; most cost-effective method of retention and only media recognized by the State for preservation of historical records; assists Human Resources filming terminated employee files, employee sick leave files, and employee worker’s compensation files; film General Ledgers and Payroll for Finance Department; Clerk’s office does own prepping/scanning of all documents before sending to Microfilm Company.
- **Storage** – Working with IT to evaluate options for archiving older data; Goal is to implement sustainable solution to ensure continued access to historical files while optimizing server performance and storage availability; City Clerk is looking at option of Network Attached Storage Device (approximate cost \$700/device.)

Goals:

1. Provide a welcoming environment to citizens and visitors whether on the phone or in person;
2. Accurately record and preserve and safeguard legislative history of the city;
3. Ensure compliance with established City Policies and State Statutes;
4. Maximize timely access to City records and information;
5. Increase automation to streamline services; and
6. Identify and improve services provided to meet changing needs of citizens.

PUBLIC WORKS – Chairwoman Michelle Franklin; Vice Chairwoman Tina Boggess

- 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. The proposed 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.

BILL NO.2025-176, ORDINANCE NO. 12356– AN ORDINANCE AUTHORIZING A PROCESS FOR PERMISSIVE USE OF RIGHT OF WAY was read once by title.

2nd Reading – Motion by Boggess, 2nd by Scribner. All in Favor.

Final Passage – Motion by Boggess, 2nd by Ames. All in Favor.

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

- Dennis and Diana Melnichuk, owners of 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.

BILL NO. 2025-177, ORDINANCE NO. 12357 – 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 was read once by title.

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

Final Passage – Motion by Boggess, 2nd by Scribner. All in Favor.

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

- During the FY26 budget process, City staff recommended a comprehensive Condition Assessment to prioritize repairs, plan future improvements, and maintain regulatory compliance with the Missouri Department of Natural Resources at the Southeast Waste Water Treatment Plant. The City Council approved \$100,000.00 in the FY26 budget for this initiative. Following an RFQ process and scope refinement, Crawford, Murphy & Tilly was selected as the highest-ranked and most qualified firm.

BILL NO. 2025-178, ORDINANCE NO. 12358 – AN ORDINANCE AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR CONDITION ASSESSMENT OF THE SOUTHEAST WASTEWATER TREATMENT FACILITY was read once by title.

2nd Reading – Motion by Boggess, 2nd by Scribner. All in Favor.

Final Passage – Motion by Boggess, 2nd by Scribner. All in Favor.

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

- A resident submitted a formal request for the installation of a stop sign at the intersection of Southwest Boulevard and Skyline Drive to address traffic and safety concerns. The request was 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.

BILL NO. 2025-179 – ESTABLISHING A 3-WAY STOP SIGN AT THE INTERSECTION OF SOUTHWEST BOULEVARD AND SKYLINE DRIVE was read once by title.

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

Roll Call Vote: Voting “Yes” were Boggess and Cross. Voting “No” were Robinson, Ames, Scribner, Hiller and Foster. Franklin Abstained due to her name being on property in that direct vicinity. **FAILED.**

PUBLIC SAFETY – Chairman Lee Scribner; Vice Chairman Jack Robinson – No report.

COMMUNITY DEVELOPMENT – Chairwoman Rhiannon M. Foster; Vice Chairwoman Cheryl Ames – No report.

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 in Favor.

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

Renewals:

*Paul Beykirch dba County Distributing Co Inc, 1800 Eagleview Drive, Wholesale Beer

*Paige Shearer dba The Local Tap, 700 South Ohio, Liquor by the Drink

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:

Councilwoman Boggess addressed the City Council stating that her reason for absence at the Special Council meeting was that she had a doctor's appointment that she had to keep. She is a quintuple coronary artery bypass patient and is coming up on her fifteenth year of survival from it and she had to keep that appointment. Facebook attacks have begun and she wants to state for the record that she was at the doctor's office. She doubts this will stop the ugliness that goes on Facebook on a daily basis, but she thanks Council for being unanimous on voting to move forward on the bridge and getting it done.

GOOD & WELFARE:

Kevin Patton, 26115 Highway BB Houstonia, voiced opposition on only allowing people three minutes to speak at Council Meetings.

Debbie Covington, PO Box 965 Sedalia, stated that the Clerk's Office is amazing and that they do wonderful and are always polite to work with. She thanked the Council for voting not to waive the fees for the coffee shop at State Fair. It was fair and a fiscally responsible decision to treat public money as everyone's money. This was especially responsible because a dollar amount could not be put on what would be waived if the bill was passed. On the Agenda, the financial update was changed to revenue collection trends. A good way of getting out of publishing expenses to the public after they have been asking for them for the last two years. For years we have seen plenty presentations on revenue, but almost none on expenditures. Residents should be able to thank you for the fair vote or question future spending without fear of being silenced. Every constituent that would want to come up and thank you for the fairness can't because they had to sign up before the meeting or two days in advance. Please keep applying the same fairness towards every future project, publish complete financial trend comparisons and put in an amendment or repeal Ordinance 12255.

David Goodson, 1640 Hedge Apple Drive, stated that the Certificates of Participation are not good because they remove the requirement for the public to vote. The risk of the debt is not fully captured like standard bonds. Other City fees have increased and been put on the backs of Sedalia businesses and residents. The public also deserves to know why a special meeting was scheduled for Thursday for a Friday vote on the Washington Street Bridge repair with no timeline made for public comment. Council continues to hide the public and stop them from participating in shared government's process on indebtedness. This debt goes to everybody. The Sedalia Democrat had reported back in March of 22 the Council said that their first order of business was to be transparent. It has not happened with this \$18.5 million dollars notes of participation for the Fire Station and bowling alley. Generations of voters are at risk with this debt and Council's accounting methods. It is not good business and there should be accountability.

The meeting adjourned at 7:38 p.m. on motion by Boggess, seconded by Scribner 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, Foster and Franklin. No one voted "No".

The regular meeting reopened at 9:08 p.m. on motion by Boggess, seconded by Ames.

ROLL CALL:

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

BUSINESS RELATED TO CLOSED DOOR MEETING:

BILL NO. 2025-180, ORDINANCE NO. 12359 – AN ORDINANCE APPROVING THE CONVEYANCE OF TWO PROPERTIES FROM THE CITY OF SEDALIA, MISSOURI TO J A LAMY MANUFACTURING CO., A MISSOURI CORPORATION, AND ACCEPTANCE OF THREE PROPERTIES IN EXCHANGE was read once by title.

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

Final Passage – Motion by Scribner, 2nd by Boggess. All in Favor.

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

BILL NO. 2025-181, ORDINANCE NO. 12360– AN ORDINANCE APPROVING A QUIT CLAIM DEED FOR THE CONVEYANCE OF PROPERTY COMMONLY KNOWN AS MAPLE LEAF PARK, 105 NORTH LAMINE AVENUE, FROM THE CITY OF SEDALIA, MISSOURI TO SCOTT JOPLIN INTERNATIONAL RAGTIME FOUNDATION OF SEDALIA, INC was read once by title.

2nd Reading – Motion by Boggess, 2nd by Scribner. All in Favor.

Final Passage – Motion by Boggess, 2nd by Scribner. All in Favor.

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

BILL NO. 2025-182, ORDINANCE NO. 12361– AN ORDINANCE APPROVING A WARRANTY DEED FOR THE CONVEYANCE OF PROPERTY COMMONLY KNOWN AS 101 EAST MAIN STREET FROM THE CITY OF SEDALIA, MISSOURI TO SCOTT JOPLIN INTERNATIONAL RAGTIME FOUNDATION OF SEDALIA, INC was read once by title.


2nd Reading – Motion by Scribner, 2nd by Boggess. All in Favor.

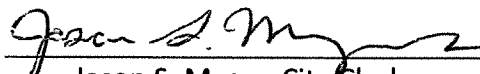
Final Passage – Motion by Boggess, 2nd by Ames. All in Favor.

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

The regular meeting adjourned at 9:11 p.m. on motion by Boggess, seconded by Cross. All in Favor.

THE CITY OF SEDALIA, MISSOURI


Andrew L Dawson, Mayor


Jason S. Myers, City Clerk



CITY OF SEDALIA, MISSOURI
SPECIAL COUNCIL MEETING
OCTOBER 24, 2025

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

The Council of the City of Sedalia, Missouri duly met in Special Session on Friday, October 24, 2025 at 3:00 p.m. at the Municipal Building in the Council Chambers with Mayor Andrew L. Dawson presiding.

ROLL CALL:

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


LIQUOR LICENSES:

The following new liquor licenses were read and approved on motion by Foster, seconded by Scribner. All in favor.

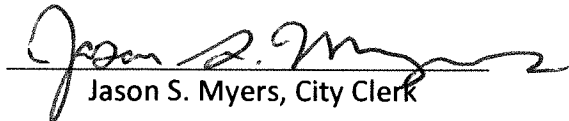
- *Peter Hofherr dba St. James Winery, 540 State Rt. B, St. James, Mo 65559, Special Event (Lion's Club Witching Hour Sip and Stroll-October 25, 2025-2:00 p.m.-7:00 p.m.-Downtown)
- *Brenda Busch dba The Wine Slushie Company, 213 W 5th Street, Maryville, Mo, Special Event (Lion's Club Witching Hour Sip and Stroll-October 25, 2025-2:00 p.m.-7:00 p.m.-Downtown)
- *Carl Christensen dba Backyard Vine & Wine LLC, 30484 Icon Road, Maryville, Mo, Special Event (Lion's Club Witching Hour Sip and Stroll-October 25, 2025-2:00 p.m.-7:00 p.m.-Downtown)

The Special Meeting adjourned at 3:02 p.m. on motion by Foster, seconded by Scribner. All in Favor.

THE CITY OF SEDALIA, MISSOURI



Andrew L. Dawson, Mayor



Jason S. Myers, City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE CALLING A GENERAL ELECTION TO BE HELD ON APRIL 7, 2026 FOR THE PURPOSE OF ELECTING A MAYOR AND ONE COUNCILMAN FROM EACH OF THE FOUR WARDS IN THE CITY OF SEDALIA, MISSOURI AND FOR THE PURPOSE OF ELECTING ONE ADDITIONAL COUNCILMAN FROM THE FIRST WARD IN THE CITY OF SEDALIA, MISSOURI TO FILL AN UNEXPIRED TERM FOR ONE YEAR DUE TO A VACANCY OCCURRING IN SUCH OFFICE.

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

Section 1. A municipal non-partisan general election shall be held on Tuesday, April 7, 2026 in the City of Sedalia, Missouri for the purpose of electing a Mayor and one Councilman from each of the four wards in the City of Sedalia, Missouri and for the purpose of electing one additional Councilman from the First Ward in the City of Sedalia, Missouri to fill an unexpired term for one year due to a vacancy occurring in such office.

Section 2. The said municipal general election shall be held in accordance with the laws of the State of Missouri and the Ordinances of the City of Sedalia, Missouri, and the said election shall be conducted by the County Clerk of Pettis County, Missouri. Filing of declarations of candidacy may begin on December 9, 2025 at 8:00 a.m. and will be accepted, thereafter Monday through Friday excluding holidays, from 8:30 a.m. until 5:00 P.M. on December 30, 2025 at the City Clerk's office.

Section 3. At or before 5:00 P.M. on January 27, 2026, the City Clerk shall give notice of the said municipal general election to the County Clerk, including a sample ballot for the said municipal general election duly certifying the candidates at the said election.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 3rd day of November, 2025.

Presiding Officer of the Council

Approved by the Mayor of said City this 3rd day of November, 2025.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers, City Clerk

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SEDALIA POLICE DEPARTMENT TO ACT AS AN AGENT FOR THE CITY OF SEDALIA IN THE APPLICATION PROCESS FOR THE FY 2025 PATRICK LEAHY BULLETPROOF VEST PARTNERSHIP PROGRAM GRANT.

WHEREAS, the City of Sedalia desires to pursue funding available under the FY 2025 Patrick Leahy Bulletproof Vest Partnership Program Grant for the purposes of replacing six vests that have reached end of life and 5 vests for anticipated new officers; and

WHEREAS, the Sedalia Police Department has a legitimate law enforcement need for these funds if awarded by the Patrick Leahy Bulletproof Vest Partnership Program for the purposes of effective law enforcement through the purchase of eleven Point Blank AXII-4 bulletproof vests.

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

Section 1. The Sedalia Police Department is hereby authorized to act as the agent for the City of Sedalia, Missouri in the application process for the FY 2025 Patrick Leahy Bulletproof Vest Partnership Grant for the purposes of continued enhancement of the Sedalia Police Department's Operation and effectiveness.

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

Section 3. Sedalia Police Department Chief David Woolery is hereby authorized to sign and bind the City on this application.

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

PASSED by the Council of the City of Sedalia, Missouri, this 3rd day of November 2025.

Presiding Officer of the Council

ATTEST:

Jason S. Myers
City Clerk



Sedalia Police Department
DEPARTMENTAL MEMORANDUM
Office of the Chief of Police

To : City Administrator Matthew Wirt

From : Chief David Woolery DW

Date : October 21, 2025

Ref : FY25 Patrick Leahy Bulletproof Vest Partnership (BVP) Program

The Sedalia Police Department seeks approval to apply for funding through the Patrick Leahy Bulletproof Vest Partnership (BVP) Program. This federal program provides reimbursement to state and local jurisdictions for up to 50 percent of the cost of body armor vests purchased for law enforcement officers.

Each sworn member of the Sedalia Police Department is issued a uniquely fitted bulletproof vest, which is replaced on a five-year cycle to maintain safety and performance standards. In Fiscal Year 2027, six officers will reach the end of their current vest's service life. The Department also anticipates five new hires, each of whom will require a custom-fitted vest.

Through this grant, the Department plans to purchase eleven Point Blank AXII-4 bulletproof vests at a total cost of \$13,181.73. The BVP Program is expected to reimburse approximately \$6,590.85 of this expense. Purchase and delivery are scheduled for FY2027.



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 28, 2025
Subject: Request for Records Destruction

Public Works is requesting permission from the Sedalia City Council at the November 3, 2025 Council Meeting to have the following list of items destroyed. This list has been verified for destruction in accordance with the Missouri Secretary of State's Office Records Retention Manual.

Right of Way Inspections 2011-2013
Grant Records 2004-2021
General Correspondence 2004-2011
Citizen Correspondence 2008-2015

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A PERMANENT SANITARY SEWER EASEMENT FROM THE STATE OF MISSOURI, FOR EXTENSION OF A SEWER LINE FOR A NEW ARENA ON THE MISSOURI STATE FAIRGROUNDS.

WHEREAS, The State of Missouri, desires to grant the City of Sedalia, Missouri, a permanent sanitary sewer easement on the Missouri State Fairgrounds as more fully described in the proposed easement attached to this Ordinance and incorporated by reference herein.

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

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

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 3rd day of November, 2025.

Presiding Officer of the Council

Approved by the Mayor of said City this 3rd day of November, 2025

Andrew L. Dawson, Mayor

ATTEST:

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

DATE: **October 28, 2025**

**SUBJECT: ACCEPTING UTILITY EASEMENT (SANITARY SEWER EASEMENT)
FROM THE STATE OF MISSOURI TO CITY OF SEDALIA FOR STATE
FAIR**

Background

The State Fair Grounds is currently building a new Arena just east of Clarendon Road and north of the Katy Trail. As part of the expansion, the Fair Grounds need to extend a Wastewater line from the new arena to the City's system, which was located at the northeast corner of Southwest Blvd. and Clarendon Road. As a requirement of the extension of the wastewater line the State of Missouri (Department of Agriculture) is required to provide the City of Sedalia a permanent Utility Easement.

Discussion

The State of Missouri has provided a Permanent Utility Easement (Sanitary Sewer) to the City of Sedalia for the arena project as required. I have reviewed the easement and the legal description and there are no discrepancies. I have attached the document for your review and acceptance.

Recommendation

City staff recommends acceptance of the Utility Easement from the State of Missouri.

GRANT OF UTILITY EASEMENT

This Easement is made this 1st day of July, 2025, by and between Mike Kehoe, Governor of the State of Missouri, acting for and on behalf of the State of Missouri, hereinafter called Grantor, and City of Sedalia, a municipal corporation, whose address is 301 West High Street, Jefferson City, MO 65102, and the City of Sedalia, whose address is 200 S. Osage Avenue, Sedalia, Missouri 65301 ("Licensee") (Collectively referred to as "Parties").

WHEREAS, Grantor is the owner of a parcel of land located in the City of Sedalia, Vernon County, Missouri, and legally described in Exhibit A, which is attached hereto and incorporated herein by reference ("the Property"); and

WHEREAS, Grantee desires to use the Property for the purpose of installing, constructing, erecting, maintaining, and repairing a sanitary sewer system which will benefit facilities owned by the State of Missouri and the Grantee's other customers; and

WHEREAS, Grantor is authorized by Section 37.005.9, RSMo to convey an easement to "a public utility" and/or "accommodate utility service...extended upon or provided to state property or facilities[.]"

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby

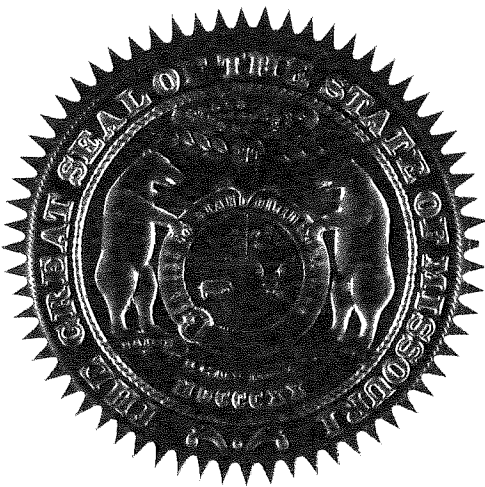
acknowledged, Grantor hereby grants and conveys to Grantee, TO HAVE AND TO HOLD, a permanent easement, in perpetuity over the Property, subject to the following terms and conditions:

1. Grantee's Rights. Grantee agrees to utilize the Property only to survey, construct, install, erect, operate, inspect, repair, rebuild, maintain, alter, add and/or remove a sanitary sewer system and other appurtenances necessary in connection therewith. The Easement granted herein includes the right of ingress and egress over the Property for the purposes stated above. In exercising its rights of ingress or egress, whenever practicable, Grantee shall use existing roads or lanes.
2. Grantor's Rights. Grantor reserves the rights of use and enjoyment of the Property except with respect to the rights and easement herein granted to Grantee, for all purposes connected with Grantor's use of Grantor's Property, provided that Grantor's use and enjoyment shall not interfere with the rights granted herein to Grantee.
3. Restoration of Property. In the event the surface of any easement area is disturbed by Grantee's exercise of any of its easement rights under this Easement, such area shall be restored to the condition in which it existed at the commencement of such activities.
4. Non-Exclusive. This Easement shall be non-exclusive to Grantee, and shall not restrict nor preclude Grantor from granting any other non-exclusive easements to any other persons so long as any such non-exclusive easement does not conflict with the rights granted to Grantee herein.

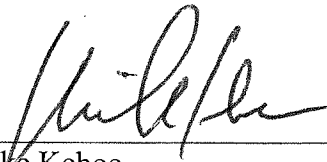
5. Successors and Assigns. This Easement shall be deemed to be a covenant running with the title to the land hereby affected, and shall be binding upon and inure to the benefit of the parties hereto and upon their respective legal representatives, successors and assigns and all parties claiming by, through or under the parties hereto.

6. Indemnification. The Grantee shall indemnify and hold the Grantor harmless from any item or incident caused by the negligent acts of Grantee, including all liabilities, charges, expenses (including reasonable legal counsel fees) and costs arising on account of or by reason of any injuries, liabilities, claims, suits or losses arising or resulting in connection with Grantee's use of this Easement.

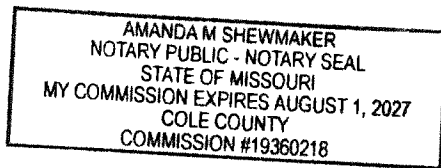
IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Great Seal of the State of Missouri in the City of Jefferson, State of Missouri on this 18th day of July, 2025.



STATE OF MISSOURI


Mike Kehoe
GOVERNOR

On this 1st day of July in the year 2025, before me
Amanda M Shewmaker, a Notary Public in and for said State, personally
appeared Mike Kehoe, Governor of the State of Missouri, known to me to be the person
who executed the within Easement in behalf of the State of Missouri and acknowledged to
me that he executed the same for the purposes therein stated.



Amanda M Shewmaker

Notary Public, State of Missouri

My Commission expires August 1, 2027, Commissioned in the
County of Cole, Missouri.

City of Sedalia

By: _____

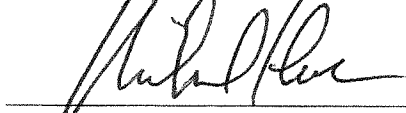
Title: _____

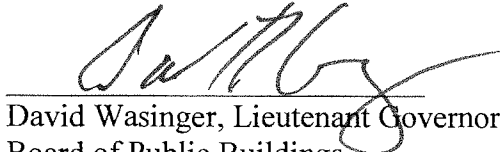
On this _____ day of _____ in the year 2025, before me
_____, a Notary Public in and for said State, personally
appeared _____, _____ of _____, known to
me to be the person who executed the within Easement in behalf of City of Sedalia and
acknowledged to me that he or she executed the same for the purposes therein stated.


Notary Public, State of Missouri

My Commission expires _____, _____, Commissioned in the
County of _____, Missouri.

APPROVAL BY BOARD OF PUBLIC BUILDINGS:



Mike Kehoe, Governor
Board of Public Buildings


David Wasinger, Lieutenant Governor
Board of Public Buildings


Andrew Bailey, Attorney General
Board of Public Buildings

APPROVED AS TO FORM:

ATTEST:


Andrew Bailey
Attorney General


Denny Hoskins
Secretary of State

SEPTEMBER 3, 2021

SANITARY SEWER EASEMENT

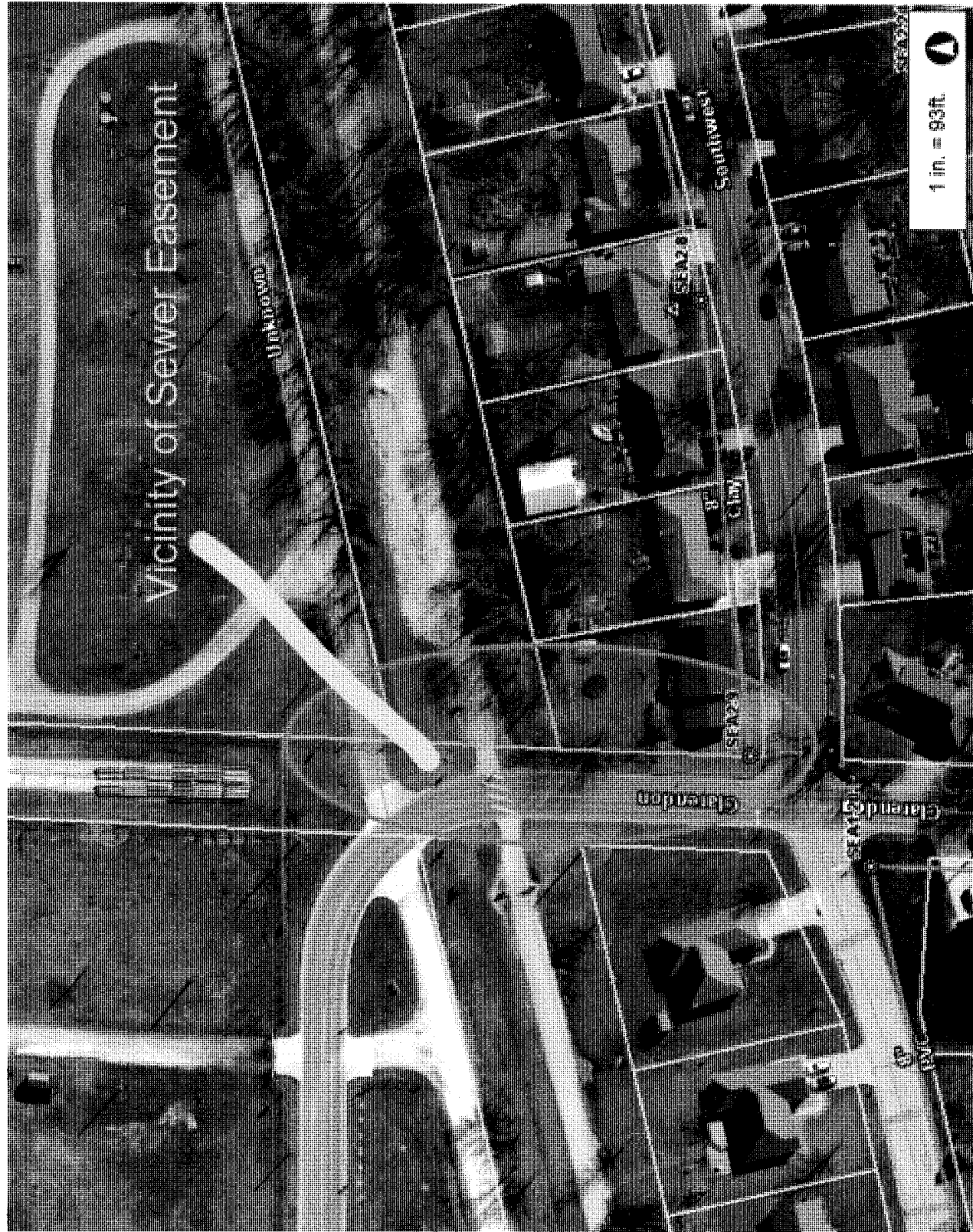
OWNER: MISSOURI DEPARTMENT OF AGRICULTURE
DEED: BOOK 90 PAGE 225

A TRACT OF LAND LOCATED IN THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8 T45N R21W, BEING PART OF THE TRACT DESCRIBED BY WARRANTY DEED RECORDED IN BOOK 90 PAGE 225.

STARTING AT THE SOUTHWEST CORNER OF THE TRACT DESCRIBED BY WARRANTY DEED RECORDED IN BOOK 90 PAGE 225, ALSO BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF KATY TRAIL, THENCE ALONG SAID LINE, N 77°11'50"E 2065.94 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING, THENCE LEAVING THE SOUTH LINE OF THE TRACT DESCRIBED BY DEED RECORDED IN BOOK 90 PAGE 225, AND THE NORTH RIGHT-OF-WAY LINE OF KATY TRAIL, N 1°04'10"W 73.50 FEET; THENCE N 88°55'50"E 30.00 FEET; THENCE S 1°04'10"E 67.27 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT DESCRIBED BY WARRANTY DEED RECORDED IN BOOK 90 PAGE 225 AND THE NORTH RIGHT-OF-WAY LINE OF KATY TRAIL; THENCE ALONG SAID LINE, S 77°11'50"W 30.64 FEET TO THE POINT OF BEGINNING, AND CONTAINING 2,112 SQUARE FEET.

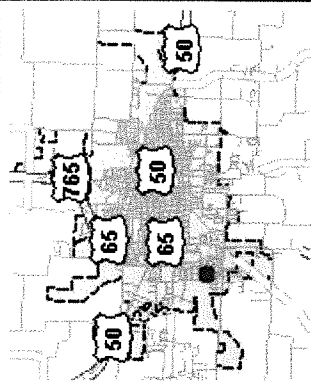
Sedalia, MO



186.5 93.24 186.5 Feet

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



Legend

Manhole

Tap Location

Yes

No

Gravity Main

Other

Private

Gravity Main Backup

Pressurized Main

Lift Station

Smoke Testing

Smoke Testing 1

Smoke Testing 2014 Ph 2

Emergency Calls

Unknown

Public

Private

Other

SSO

Parcel

Roads

<all other values>

State Numbered

US Highway

State Lettered

Corporate Limit Line

Notes

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN AGREEMENT FOR CHEMICAL ROOT CONTROL OF SEWER MAINS.

WHEREAS, the City of Sedalia, Missouri, has received a proposal from Duke's Root Control, Inc. for chemical root control of sewer mains; and

WHEREAS, under the proposal, the City of Sedalia, Missouri shall pay Duke's Root Control, Inc. the sum of Thirty-nine Thousand Eight Hundred Six Dollars and Nineteen Cents (\$39,806.19) for said root control as more fully described in the proposed agreement attached and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby authorizes the agreement by and between the City of Sedalia, Missouri and Duke's Root Control, Inc. as the agreement has been proposed and attached hereto.

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 3rd day of November, 2025.

Presiding Officer of the Council

Approved by the Mayor of said City this 3rd day of November, 2025.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

To: Matthew Wirt
Through: William Bracken
From: Dave Gerken
Date: October 23, 2025
Subject: Water Pollution Control – Chemical Root Control Contract with Duke’s Root Control Inc.

The Utilities Department respectfully requests approval of the attached agreement with **Duke’s Root Control Inc.** for the chemical treatment of root intrusion in the City’s sanitary sewer mains. This contract will cover the treatment of **19,116 linear feet** of sewer lines, as detailed in the attached documentation.

Background:

Root intrusion is a common and persistent issue in sanitary sewer systems, particularly in older infrastructure where tree roots can penetrate pipe joints and cracks. If left untreated, root growth can lead to blockages, backups, and even structural damage to the sewer lines. Chemical root control is a proven, cost-effective method for managing this problem. It involves the application of a foaming herbicide that kills roots on contact without harming surrounding vegetation or trees.

The City has previously contracted with **Duke’s Root Control Inc.**, a nationally recognized provider of chemical root control services. Their work has consistently met expectations in terms of both effectiveness and professionalism. Based on past performance and the scope of the current need, we believe they are well-suited to perform this year’s treatment.

Procurement and Cost:

As a member of **H-GAC BUY**, a cooperative purchasing organization, the City is able to utilize competitively bid pricing for this service. The attached quote from Duke’s Root Control Inc. totals **\$39,806.19**, which is within the current budgeted amount for this maintenance activity.

This procurement aligns with **Section 4.c.5 of the City’s Finance Policy**, which encourages the use of cooperative purchasing programs such as those sponsored by the State of Missouri. These programs allow the City to benefit from the economies of scale achieved through large-volume purchases and ensure compliance with competitive bidding requirements. Departments are authorized to purchase through the State Surplus Property Unit, Buy Board National Purchasing Cooperative, and other similar programs that meet the spirit and intent of the City’s procurement procedures.

Recommendation:

Given the importance of maintaining the integrity and functionality of the City’s sewer infrastructure, and the cost savings achieved through cooperative purchasing, we recommend approval of this agreement with Duke’s Root Control Inc.

Thank you for your consideration.

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Duke's Root Control Inc - Public Services - ID: 12574 - SC06-24

MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Duke's Root Control Inc, hereinafter referred to as the Contractor, having its principal place of business at 400 Airport Road, Suite E, Elgin, IL 60123.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are

subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC’s goal is to assure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was

considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins Jun 01 2024 and ends May 31 2028. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and

agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and

that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.

- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

Price Increase

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract

period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes. For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, james.glover@h-gac.com.

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for

any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. Convenience

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.
- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the

Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
- B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d)

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. § 7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master

Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the

performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND “ANTI-KICKBACK” ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, “drug-free” means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS

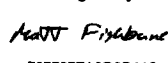
In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must

comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:


Duke's Root Control Inc

Signature 
DocuSigned by:
7677277A0D2B415...

Name Matt Fishbune

Title President & CEO

Date 5/20/2024

Signature 
DocuSigned by:
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 5/20/2024

H-GAC

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Duke's Root Control Inc - Public Services - ID: 12574

MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its CUSTOMER/END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid

offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the CUSTOMER/END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- a. General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
- b. Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
- d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. CUSTOMER/END USER Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount
- f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor’s supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

ARTICLE 22: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

ARTICLE 23: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 26: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds more than the current Simplified Acquisition Threshold of \$250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Attachment A		
Duke's Root Control Inc		
Sewer/Storm Water, Hydro-Excavating Equipment and Related Services		
Contract No. SC06-24		
H-GAC PRODUCT ITEM BASE OFFERING PRICES		
H-GAC Product Code	Description	Base Offered Price
Dukes Root Control		
Category G – Misc. Sewer/Storm Water Cleaning Services		
	360 Triage (I&I, Manhole Inspection, SLRAT) - Per LF	\$ 3.76
	Enhanced Performance Assessment (I&I, SLRAT) - Per LF	\$ 2.89
	iInspect (I&I, Manhole Inspection) - Per LF	\$ 3.15
	Micro Detection - Per LF	\$ 3.15
	SLRAT - Per LF	\$ 0.79
	Manhole Inspection - Level 1 - Per Each	\$ 131.25
	Manhole Inspection - Level 2 - Per Each	\$ 262.50
	Smoke Testing - Per LF	\$ 1.21
	GPS (Points Only) - Per Each	\$ 42.00
	GPS with Data Collection - Per Each	\$ 63.00
	CCTV Inspection Only - Per LF	\$ 2.36
	Light Cleaning (Up to 3-Passes) - Per LF	\$ 2.36
	Heavy Cleaning (4+ Passes) - Per LF	\$ 5.25
	Multi-Sensor Inspection (Laser, Sonar, CCTV Inspection) - Per LF	\$ 25.00
	Sewer Flow Monitoring - Per Unit Per Month	\$ 3,000.00
	Condition Assessment Report: Pipe CCTV Inspection - Per LF	\$ 1.75
	Condition Assessment Report: Manhole Inspections - Per Each	\$ 40.00
	Hydro Excavation (Water Services Inspections) - Per Address	\$ 750.00
	Hydro Excavation (Water Services Inspections) - Per Day	\$ 3,500.00
	Spot Repair - 6"x48" - Per Each	\$ 2,640.00
	Spot Repair - 8"x48" - Per Each	\$ 2,400.00
	Spot Repair - 10"x48" - Per Each	\$ 2,700.00
	Spot Repair - 12"x48" - Per Each	\$ 3,000.00
	Spot Repair - 15"x48" - Per Each	\$ 3,300.00
	Spot Repair - 18"x48" - Per Each	\$ 4,800.00
	Spot Repair - 24"x48" - Per Each	\$ 6,600.00
	Spot Repair - 30-36"x48" - Per Each	\$ 9,000.00
	Spot Repair - 48"x48" - Per Each	\$ 10,800.00
	Chemical Root Control - 6"-8" Dia. - Per LF (Minimum \$4,500.00)	\$ 2.02
	Chemical Root Control - 10"-12" Dia. - Per LF (Minimum \$4,500.00)	\$ 2.43
	Chemical Root Control - 13"-16" Dia. - Per LF (Minimum \$4,500.00)	\$ 4.61
	Chemical Root Control - 18"-22" Dia. - Per LF (Minimum \$4,500.00)	\$ 8.20
	Chemical Root Control - 24"-30" Dia. - Per LF (Minimum \$4,500.00)	\$ 10.54

Chemical Root Control - 32"-36" Dia. - Per LF (Minimum \$4,500.00)	\$	10.54
Chemical Root Control - 37"-48" Dia. - Per LF (Minimum \$4,500.00)	\$	10.54
JPII Degreaser - 5-Gallon Pail - Per Each	\$	35.00
JPII Degreaser - 55-Gallon Drum - Per Each	\$	1,925.00
JPII Degreaser - 120-Gallon Skid - Per Each	\$	3,360.00

Pricing Effective 6/1/24

Office of the Mayor

TO: Members of City Council
FROM: Mayor Andrew Dawson
DATE: October 28, 2025
RE: Appointment to Sedalia Area Tourism Commission

I would like to make the following recommendation for an appointment to the Sedalia Area Tourism Commission:

Matthew Wirt
City of Sedalia
Completing Kelvin Shaw's term ending December 31, 2026

Your consideration of this request is appreciated.

BILL NO. _____

ORDINANCE NO. _____

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

WHEREAS, The City of Sedalia, Missouri has received a proposal from _____ to purchase property commonly known as _____ for the sum and amount of _____ as contained in the 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 and execute any and all closing documents on behalf of the City of Sedalia, Missouri and the City Clerk is hereby authorized and directed to file in his office the said 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 3rd day of November, 2025.

Presiding Officer of the Council

Approved by the Mayor of said City this 3rd day of November, 2025.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk