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City Council Meeting Agenda
Monday, December 1, 2025 – 6:30 p.m.
City Hall, 200 South Osage, Sedalia MO

Let's Cross Paths

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. PRESENTATION & REQUEST – Embassy – Additional Opioid Funding

E. SERVICE AWARDS

1. David Gerken – WPC – Collection System Foreman – 20 Years of service
2. Amy Close – Animal Services – Animal Care Attendant – 5 Years of service

F. SPECIAL AWARDS/RETIREMENT AWARDS – None

I. APPROVAL OF PREVIOUS SESSION MINUTES

A. Council Meeting – November 17, 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 - No Report

B. PUBLIC SAFETY – Chairman Lee Scribner; Vice Chairman Jack Robinson

1. Strategic Planning Presentation – Fire Department (Matt Irwin, Presenter)
2. Strategic Planning Presentation – Police Department (David Woolery, Presenter)

3. Agreement and Amendment – LAGERS – Firemen's Pension Fund

Council Discussion led by Chairman Scribner

BILL NO. 2025-199 Call for Ordinance Deleting Article III of Chapter 40 of the Code of Ordinances of the City of Sedalia, Missouri entitled "Firefighters' Retirement Fund" and adding a new Article III of Chapter 40 entitled "Firefighters' Retirement Fund" – Mayor Dawson

BILL NO. 2025-200 Call for Ordinance Approving and Accepting a Joinder Agreement by and between The City of Sedalia, Missouri and the Board of Trustees of the Missouri Local Government Employees Retirement System (LAGERS) for the transition of the Administration of the Sedalia Firefighters' Retirement Fund into LAGERS – Mayor Dawson

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

1. Agreement – Wayfinding Signage – Yonker Contracting, LLC – $5,000 per sign

Council Discussion led by Chairwoman Franklin

BILL NO. 2025-201 Call for Ordinance Authorizing an Agreement for Wayfinding Signage – Mayor Dawson

Click on any agenda item to view the related documentation

2. Proposal – Wiring & Breakers – Water Filtration Plant – RS Electric Corporation - $41,388.00

Council Discussion led by Chairwoman Franklin

BILL NO. 2025-202 Call for Ordinance Approving and Accepting a proposal for wiring and breakers at the Water Filtration Plant – Mayor Dawson

3. Quote – Pretreatment Program – DROP Collaborative - $35,000.00

Council Discussion led by Chairwoman Franklin

BILL NO. 2025-203 Call for Ordinance Approving and Accepting a quote for additional funding for Industrial Pretreatment Program Services – Mayor Dawson

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

1. Strategic Planning Presentation – Code Enforcement (Dimitrius Maduros, Presenter)

2. Amendment – Code of Ordinances – Use of Intermodal Shipping Containers

Council Discussion led by Chairwoman Foster

BILL NO. 2025-204 Call for Ordinance Amending the Code of Ordinances of the City of Sedalia, Missouri Relating to limitations on the use of intermodal shipping containers for properties zoned residential within the City of Sedalia – Mayor Dawson

IV. OTHER BUSINESS

A. APPOINTMENTS – None

B. LIQUOR LICENSES - None

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)

Click on any agenda item to view the related documentation

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

VIII. 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

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

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

POSTED ON NOVEMBER 26, 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

SEDALIA
Let's Cross Paths

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, December 1st 6:30 p.m.**

Finance/Administration – There are no items for consideration through the Finance/Administration Committee.

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

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

2. Much like item two in this committee, Chief of Police David Woolery will provide the police department's strategic plan.

3. The City is completing the final steps toward transferring management of the frozen Firefighters' Retirement Fund to Missouri LAGERS, following the Council's 2022 vote to move all Fire Department personnel into LAGERS. This transition does not change member benefits or reduce any retiree payments; it strictly changes who manages the frozen plan. Currently, the Firefighters' Retirement Fund is managed in-house by the City and is funded at approximately 70%, compared to LAGERS' 92.3% funded status. LAGERS provides stronger long-term financial stability through disciplined investment practices, diversified portfolios, and oversight by a statewide Board of Trustees.

   This shift represents a significantly improved long-term management structure for an already-frozen pension fund. By aligning the plan with LAGERS, the City reduces investment risk exposure, strengthens the fund's sustainability, and enhances fiduciary safeguards—important factors for protecting both employees and taxpayers over time. All prerequisite steps, including employee/retiree voting, actuarial review, and plan document restatement, are complete. Final steps requiring Council approval include adoption of the joinder agreement, followed by LAGERS' Board action. Once complete, LAGERS will assume full administrative and investment responsibility, ensuring the plan is managed within a system with proven stability and consistent statewide governance.

This transition strengthens the City's long-term financial posture, stabilizes an under-funded legacy liability, and ensures a more disciplined and professional pension management environment for future decades.

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

1. The City was awarded a Missouri Department of Tourism FY26 Marketing Platform Development Grant totaling $60,000, with a required $30,000 local match, for the development and installation of new wayfinding signage throughout Sedalia. Council previously approved both the grant agreement and the associated budget amendment. As part of the procurement process, Public Works issued IFB 2026-007 seeking qualified vendors to design, fabricate, and install the signs. No bids were received by the August 12, 2025 deadline. To ensure the project can move forward within the grant cycle ending June 30, 2026, staff directly solicited pricing from vendors after the IFB closed with no responses. Yonker Contracting was the only firm to provide a quote, proposing a cost of $5,000 per sign for complete design, fabrication, and installation. This pricing would allow installation of twelve (12) wayfinding signs across the City's right-of-way, aligning with both grant deliverables and the approved project scope.

   Public Works staff and the Sedalia Convention & Visitors Bureau jointly recommend approval of the Yonker Contracting quote and contract, enabling the City to meet grant deadlines, avoid further procurement delays, and successfully deliver this tourism-driven community enhancement project.

2. The Utilities Department seeks approval to proceed with replacing improperly sized wiring and breakers serving High Service Pumps #4 and #5 at the Water Filtration Plant. The pumps were upgraded in recent years, but the existing wiring cannot support full operational capacity, limiting the system's ability to reliably meet growing water demand. A formal Invitation for Bids was issued, resulting in three bids ranging from $41,388 to $99,972. Staff recommends awarding the project to RS Electric Corporation, the low bidder at $41,388, based on price and prior strong performance on City projects.

3. The Utilities Department is requesting approval to increase the contract authorization for Drop Collaborative (formerly KimHEC Environmental Consulting), which provides technical and regulatory support for the City's Industrial Pretreatment Program (IPP). The existing agreement includes a not-to-exceed amount of $103,500, which has now been fully utilized, while several required regulatory tasks remain incomplete. The additional workload is the result of unforeseen issues discovered during the contracted scope, including a detailed local limits evaluation required by the Missouri Department of Natural Resources and enforcement actions related to non-compliant industrial users.

   To complete the remaining federally and state-mandated requirements, such as renewing and issuing industrial user permits, updating legal authority, providing enforcement assistance, and submitting the Local Limits Part 2 Evaluation, the department is requesting an amendment to the contract with an increase of $35,000. These tasks are essential for maintaining compliance with the City's three NPDES permits and ensuring continued regulatory certification of the Industrial Pretreatment Program.

<u>Community Development Committee</u> – There are two items for consideration through the Community Development Committee.

1. Interim Chief Building Official Dimitrius Maduros will provide a strategic budget planning presentation to the City Council for both building and code. These annual presentations highlight the department's vision and priorities for the upcoming year in order to give Council the opportunity to discuss future needs and share input. Staff welcomes Council to provide thoughtful input and constructive feedback to help guide departmental planning and ensure alignment with community priorities. These presentations are intended to begin the planning process by focusing on long-term vision, priorities, and needs anticipated in FY27. Financial considerations remain an essential part of this process and will be developed in subsequent budget discussions once the strategic direction has been established.

2. This ordinance amends the City Code to prohibit the use of intermodal shipping containers as accessory structures on properties zoned R-1, R-2, and R-3 within the City of Sedalia. The ordinance formalizes the City's position that shipping containers are inconsistent with the intended character, appearance, and land-use expectations of residential neighborhoods. This action is being brought forward in response to both past citizen complaints and a new round of recent complaints regarding the placement of shipping containers in residential areas.

   The ordinance adds Section 10-93 to the City Code, defining relevant terms and clearly prohibiting shipping containers as residential accessory uses, while still allowing temporary placement only when permitted under existing regulations (Sections 10-84 through 10-92). Violations would be subject to the enforcement and fine provisions already established in the Code.

   Approval of this ordinance ensures zoning consistency, maintains neighborhood standards, and addresses repeated citizen concerns by providing clear, enforceable limitations on shipping container use in residential districts.

Let's Cross Paths

CITY OF SEDALIA, MISSOURI
CITY COUNCIL MEETING
NOVEMBER 17, 2025

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

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The Council of the City of Sedalia, Missouri duly met on November 17, 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
Tina Boggess	Present	Michelle Franklin	Present

SPECIAL AWARDS

Fire Badge Pinning:

Fire Chief Matthew Irwin presented Nathan Belardo with his Firefighter Badge stating that he has met all of the requirements of the Sedalia Fire Department to wear the badge. Mr. Belardo is a great young individual. His smile is infectious, his ability and his want to learn is something to behold and will serve him well in his career in Fire Service.

SERVICE AWARDS/RETIREMENT AWARDS: None

Presentation – Senior Center & Silver Hair Legislative Update

Rene Vance, Pettis County Representative for the Care Connection Area Agency on Aging, stated that the Care Connection is one of 10 area agencies on aging. Collectively they cover all 114 counties and the City of St. Louis. The Silver Hair Legislative process was established in 1973 in Missouri. The purpose is to provide education and tools for successful legislative advocacy for our senior population. Since its start the concept has been adopted by all 50 states. Each year the Silver Hair Legislature body compiles a platform that is presented to the Governor and legislative body. Based on the comprehensive discussions and research from that session, here are the five key priorities that represent the most pressing issues facing Missouri senior population:

1. Personal needs allowance
2. Increased funding for foot care
3. Modifying eligibility for age and disabled Medicare
4. Real property tax exemption for 100% disabled veterans
5. Expanding the Resident Dwelling Accessibility Tax Credit

The Care Connection and Silver Hair Legislation have laid out a clear plan. Ms. Vance requested that Council use their influence and knowledge to support these goals and emphasize the importance of increased dignity and support for Missouri's aging representatives.

Council Agenda

Ms. Vance also gave an update on the Senior Center stating that their funding goal was $107,000 for this year. So far they have raised about $26,000. The Center has several fund raisers coming up in the next few months. The next fundraiser will be a mystery box.

MINUTES: The Council Meeting minutes of November 3, 2025 were approved on motion by Hiller, seconded by Foster. All in Favor.

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES:
The Citizen's Traffic Advisory Commission minutes dated October 15, 2025 were accepted on motion by Foster, seconded by Scribner. All in Favor.

ROLL CALL OF STANDING COMMITTEES:
FINANCE / ADMINISTRATION – Chairwoman Tina Boggess; Vice Chairwoman Rhiannon M. Foster

Presentation – OATS – Annual Report

Tracy Walkup, Oats Midwest Regional Director, presented the annual report for Oats. OATS is a not for profit and has been incorporated as a 503C since the 70's. Their mission is to provide reliable transportation for transportation disadvantaged individuals in the state so that they can remain in their homes.

Accomplishments and Partnerships – Participated financially in the depot renovation; under 20-year lease with City; provides Pettis County Community Partnership with 800 $5 cards/year for low income clients; consists of 17 local drivers, 13 local office staff with an average hourly rate of $18.70 plus benefits; currently hiring CDL drivers, non-CDL drivers and entry level office staff; payroll past fiscal year for local hourly staff was $725,260.25.

OATS Tansit Funding – Contracted transportation used to match federal funding (private companies, MTM, Department of Mental Health (Workshops/Activity Centers etc.) Federal and State funding is received and further funding comes from passenger fares as well as a $25,000 operating subsidy from the City of Sedalia. Using the specific Missouri transit multiplier of 1.97, local payroll alone adds over $1,428,000 to the local economy.

Future of Public Transit in Sedalia – Sedalia stands out with service from 4am to 6pm M-F and 8am to 4pm on Saturday. New policies include reservations being accepted until 4pm for next day trips and from 8:30 to 2:30 for same day trips. There are still supply chain issues with vehicles and replacement parts and busses have doubled in cost. The total Midwest Region fleet is 106 vehicles which as of 7/1/2025 had 17,400,611 miles. Four of the fleet are out of service, being used for parts to save money on repairs. 51% of the vehicles are at or past their useful life but can't be retired due to not having a replacement. Funding is always an ongoing uncertainty.

Heritage Seeds has a program for not for profit organizations that provide food to shelters to get free seeds. They sent some to OATS and they have enough for the next ten years. OATS put in a garden at their location and took the produce to the Community Café. They have also planted flowers to create a pollinator patch. Director Walkup asked Council that the City not spray weed killer this next year so that they can extend the patch. She also asked that Council look into increasing the $25,000 operating subsidy.

Presentation – COP Sale & Ratification of Financing

Tom Kaleko, Baker Tilly representative, stated that the 2025 Certificates of Participation are 20 year certificates that amount to $15,325,000. The proceeds of the certificates are going to be used to finance the construction of Bowling Alley, Fire Training Facility and replacement of the Central Fire Station. The Bowling Alley was also partially funded by a donation. Proceeds of the certificates will also be used to design the outdoor aquatic center at a later date.

The City received a premium bid on the certificates from the purchaser allowing the final amount to be reduced to $15,325,000. As the City's Municipal advisors, Baker Tilly's goal is to get the most competition when issuing debt. They sent out the initial statement which is essentially the prospectus for the certificates and on November 3rd they took bids. Received were two bids representing 29 banks. Often banks will bid in a syndicate and in this case the winning bidder, Robert W Baird bid with a group of 28 banks with a rate of 3.99%. Baker Tilly had estimated a rate of 4.38%.

As normal with the City's debt obligations, Baker Tilly pursued a credit rating through S&P and they gave an A+ rating to the certificates as well as the AA- rating on general obligation bonds. S&P noted in their report certain strengths of the City such as exceptional management team, robust financial policies, forecast and high level of reserves.

Financial Update: Finance Director Jessica Pyle reported on Fiscal Year to Date September sales. Net sales and use tax is up Fiscal Year to date by $179,000 or 1.4%. A 4% increase was budgeted, so the City is off budget by $340,000. The Marijuana tax that is an additional 3% tax started at cash registers in October of 2023 so far is higher by $33,000. The franchise tax is lower fiscal year to date due to the electric tax which is $405,000 lower fiscal year to date. Transportation tax is higher fiscal year to date due to higher gasoline tax which is up 11.3%, vehicle sales are also higher by 2.2%, and vehicle fees are lower by 1.8%. Personal property tax payments are less fiscal year to date, but most of the payments come in during December and January.

- Administration and Finance have completed a detailed review of the City's occupational and business license structure and identified several opportunities to simplify categories, eliminate inconsistencies, and reduce costs for Sedalia businesses. While state law limits our ability to fully restructure certain classifications, staff focused on areas where improvements could be made without affecting compliance. The proposed ordinance updates the Fee Schedule by lowering or streamlining numerous license fees, promoting greater fairness across similar industries, and creating a clearer fee structure for both businesses and City operations.

BILL NO. 2025-187, ORDINANCE NO. 12366 – AN ORDINANCE AMENDING THE FEE SCHEDULE OF THE CITY OF SEDALIA RELATED TO ANNUAL BUSINESS LICENSES was read once by title.
2nd Reading – Motion by Foster, 2nd by Scribner. All in Favor.
Final Passage – Motion by Foster, 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".

- Staff has prepared an ordinance that formally establishes when political subdivisions such as the United States, State of Missouri, Pettis County, local school districts, and other governmental agencies may receive waivers of City permit and inspection fees. Under this ordinance, eligible entities will remain fully subject to all permitting and inspection requirements; however, the fees associated with those permits may be waived when the work is performed on property they own. The ordinance also clarifies that certain fees, including water and sewer connection/tap fees, right-of-way fees, and similar charges, are not included in the waiver.

BILL NO. 2025-188, ORDINANCE NO. 12367 – AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SEDALIA, MISSOURI RELATING TO FEE EXEMPTIONS FOR GOVERNMENTAL AND SCHOOL PROJECTS was read once by title.
2nd Reading – Motion by Foster, 2nd by Scribner. All in Favor.
Final Passage – Motion by Scribner, 2nd by Foster. All in Favor.
Roll Call Vote: Voting "Yes" were Robinson, Ames, Scribner, Boggess, Hiller, Cross, Foster and Franklin. No one voted "No".

- In response to feedback from local businesses regarding delays in obtaining a "No Tax Due" certificate from the Missouri Department of Revenue, staff has prepared an ordinance establishing a provisional business license option. The ordinance allows an applicant who has submitted a complete application and paid all required fees but is still awaiting final state documentation to operate for up to 90 days, with a possible extension of up to 60 days for good cause.

BILL NO. 2025-189, ORDINANCE NO. 12368 – AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SEDALIA, MISSOURI ESTABLISHING A PROVISIONAL BUSINESS LICENSE STATUS was read once by title.
2nd Reading – Motion by Foster, 2nd by Scribner. All in Favor.
Final Passage – Motion by Scribner, 2nd by Foster. All in Favor.
Roll Call Vote: Voting "Yes" were Robinson, Ames, Scribner, Boggess, Hiller, Cross, Foster and Franklin. No one voted "No".

PUBLIC SAFETY – Chairman Lee Scribner; Vice Chairman Jack Robinson

Strategic Planning Presentation – Animal Services

Animal Shelter Manager Randi Battson stated the Animal Shelter is open Monday-Saturday 12 p.m. to 5 p.m. and Animal Control operates at a minimum from 1 p.m. to 5 p.m. 6 days a week. The Animal Shelter has 49 dog kennels, 68 cat kennels, spay & neuter clinic, a "Wiggle Room" behind the shelter for dogs to exercise and develop social skills and a "Waggin Tails Trail" for the community and shelter pets.

Statistics
2024 – Adoptions 377; Transferred 10; Returned to Owners 147; Euthanasia 32
2025 – Adoptions 395; Transferred 8; Returned to Owners 116; Euthanasia 39

Update from 2025 Goals:

1. The community have access to low cost spay & neuter services. Council was asked for approval for the Shelter to hire their own veterinarian to perform spay & neuters. Council approved and there have not been posts on the local spay and neuter clinic that appointments are 30 days out. The animals are moving through the process faster which has shown last year to this year.

2. Repair kennel walls. This has not been completed, but the project has been started. Public Works is currently sand blasting off the old coverings on the walls so that a more successful coating can be put on and meet state standards.

3. Continue improvements on the walking trail. The City applied for a grant in which they received 27 various trees as well as 20 butterfly bushes along the trail this year.

Vet Services Progression:

July	August	September	October
18 cat spays	18 cat spays	31 cat spays	69 cat spays
10 cat neuters	17 cat neuters	31 cat neuters	60 cat neuters
10 dog spays	15 dog spays	10 dog spays	10 dog spays
15 dog neuters	4 dog neuters	5 dog neuters	9 dog neuters
53 total surgeries	54 total surgeries	77 total surgeries	148 total surgeries

These same services would have cost a minimum of $10,354.36 for July, $10,533.28 for August using outside services. This does not include accurate amount of exam fees, wear and tear on vehicle and tires or cost of losing animal control 3hrs/day 2/3 days a week.

2025 Highlights:

- ACO Schneider was elected to Missouri Animal Control Board for 3rd term
- Hosted MACA mini conference & training
- All staff became certified kennel technicians
- Improved Animal Ordinances & changed fines to encourage better pet ownership
- Created Surgical Room within the shelter & began providing surgeries to outside shelters & rescues
- Took in 3 hoarding situations including 25 dogs in 24 hours that all had mange

2026 Goals:

- Vet tech #2 to increase number of animals spayed and neutered. Adding additional vet tech will streamline surgeries. One tech to prep, vet to perform surgery, another tech for recovery.
- Animal Control and vehicle to provide enough ACO officers/hours to meet community demands. Current ACO Officer puts in 40-56hrs/week, always on call, does not get a day off. Amount of animal calls coming in each year increasing but amount of employees is the same causing burn out of good employees.
- Increase good pet ownership awareness through educational programs/presentations in youth groups, neighborhoods and schools about how to be responsible and happy pet owners. Create pamphlets and coloring books that kids can take home to share with parents.

➢ The Sedalia Police Department has completed its testing process and identified three police recruit candidates who must attend the Class A 600-hour Basic Academy at the Central Missouri Police Academy beginning in January 2026 to become police officers. Tuition for the program is $6,560 per recruit. Chief Woolery recommends a budget amendment to increase the SPD Training Account by $19,680 to cover the full academy cost for all three recruits.

RESOLUTION NO. 2154 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI, STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE THE CITY'S ANNUAL BUDGET FOR FISCAL YEAR 2026 was read once by title and approved on motion by Cross, seconded by Foster. All in Favor.

BILL NO. 2025-190, ORDINANCE NO. 12369 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2025-2026 REGARDING RECRUIT POLICE ACADEMY was read once by title.
2nd Reading – Motion by Foster, 2nd by Scribner. All in Favor.
Final Passage – Motion by Scribner, 2nd by Foster. All in Favor.
Roll Call Vote: Voting "Yes" were Robinson, Ames, Scribner, Boggess, Hiller, Cross, Foster and Franklin. No one voted "No".

PUBLIC WORKS – Chairwoman Michelle Franklin; Vice Chairwoman Tina Boggess

Proposed Updates to Industrial Pre-treatment Program

Elisa Edge, from Drop Collaborative, stated the City of Sedalia implemented a Pretreatment Program that has been approved by Missouri Department of Natural Resources. This program is required by the wastewater treatment permits that are issued to the City. Drop Collaborative has been working to make modifications and suggest updates to the program. The Resolution is for endorsing a submittal of the updated program to MDNR for their review and approval.

The City operates three wastewater treatment plants that are alive with micro-organisms that are designed to treat human sewage. These biological processes are not necessarily compatible with all waste coming from industrial sources such as metal. Metal can be toxic to the bugs at the wastewater treatment plant. Industrial waste pollutants are better removed by chemical treatments that can be done on site to pretreat the water before it comes back to the City. There are other types of pollutants that are not compatible with the City's wastewater treatment plants like synthetic chemicals, PFAS, and high concentrations of pollutants coming through at one time.

Pretreatment is a program that is based on a Federal program and implemented through the City and approved by the state to prevent disruptions to the treatment works. Disruptions impact the ability for the City to comply with its own permits to the state. They increase the cost of treatment and can be harmful to people and the environment. There was Enforcement action brought by the state in 2024 that spurred the City to evaluate the pretreatment program. Findings were that updates were needed. What is recommended is updating the program components, including City Code, which would give the authority locally to be able to implement program and comply with state and Federal regulations. Additionally, the enforcement response plan is recommended to be updated to align with the new code. This would set guidance for how the City will respond instances of noncompliance and violations with the program.

ERP FINE SCHEDULE		
Action Level	Enforcement Mechanism	Fine Range (per violation/per day)
0.5	Informal Communication	$0
1.5	Warning Letter with optional Informal Review Meeting	$0
2.5	Notice of Violation	$0-$500
3.5	Notice of Violation with optional meeting	$250-$500
4.5	Consent Order (with meeting to discuss corrective action)	$500-$1,000

5.5	Compliance Order (with corrective actions specified by the City)	$500-$1,000
7.5	Show Cause Hearing -Options to terminate permit, emergency suspension, etc.	$1,000
8.5	-Injunctive Relief -Refer to Judicial System	$1,000 plus civil/criminal fines and penalties

RESOLUTION NO. 2155 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI, TO UPDATE THE CITY SEWER USE CODE TO REFLECT PRETREATMENT PROGRAM REQUIREMENTS PURSUANT TO THE CODE OF FEDERAL REGULATIONS AND TO SUBMIT THESE PROGRAM MODIFICATIONS TO THE MISSOURI DEPARTMENT OF NATURAL RESOURCES FOR APPROVAL was read once by title and approved on motion by Foster, seconded by Scribner. All in Favor.

- The Public Works Department is requesting approval to move forward with the Katy Depot–Liberty Park Connect Sedalia Project. When the grant was awarded in 2023, the scope covered construction only, and design engineering and the required cultural study were not included in the original project cost. After securing a one-year extension to complete design, the City contracted with Wilson & Company for plans, specifications, and a cultural study. As part of that work, the City received a $10,000 grant from the Pettis County Health Center to help offset the cultural study cost. Bids for construction were opened on September 24, 2025, with Rhad A. Baker Construction LLC submitting the low bid of $1,100,679.00. Including design and cultural study expenses, the total project cost is $1,312,327.60, resulting in a needed budget amendment of $315,000.00 to fully fund the project.

RESOLUTION NO. 2156 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI, STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE THE CITY'S ANNUAL BUDGET FOR FISCAL YEAR 2026 was read once by title and approved on motion by Foster, seconded by Boggess. All in Favor.

BILL NO. 2025-191, ORDINANCE NO. 12370 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2025-2026 REGARDING TRAIL CONSTRUCTION FROM KATY DEPOT TO LIBERTY PARK was read once by title.
2nd Reading – Motion by Foster, 2nd by Ames. All in Favor.
Final Passage – Motion by Foster, 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".

BILL NO. 2025-192, ORDINANCE NO. 12371 – AN ORDINANCE AUTHORIZING AN AGREEMENT FOR THE KATY DEPOT-LIBERTY PARK CONNECT SEDALIA PROJECT was read once by title.
2nd Reading – Motion by Foster, 2nd by Scribner. All in Favor.
Final Passage – Motion by Scribner, 2nd by Foster. All in Favor.
Roll Call Vote: Voting "Yes" were Robinson, Ames, Scribner, Boggess, Hiller, Cross, Foster and Franklin. No one voted "No".

- City staff is requesting approval of Task Order No. 3 with HDR Engineering, Inc. for construction inspection services associated with the Washington Avenue Bridge Rehabilitation Project. Following the discovery of significant deterioration in the original steel support columns during a MoDOT inspection, HDR conducted a condition assessment and developed plans and specifications for bridge repairs to restore two-way traffic with a minimum load rating of 35 tons. Because the City does not have in-house personnel qualified to perform the specialized inspection work required for this project, HDR has provided a proposal totaling $278,658.00 for project administration, design services during construction, on-site inspection, and final load rating review. This work is part of the overall $1.2 million project budget, of which $1,084,935.00 has been spent or approved to date.

BILL NO. 2025-193, ORDINANCE NO. 12372 – AN ORDINANCE APPROVING AND ACCEPTING TASK ORDER NUMBER 3 FOR CONSTRUCTION INSPECTION SERVICES FOR THE WASHINGTON STREET BRIDGE REPAIR was read once by title.
2nd Reading – Motion by Cross, 2nd by Scribner. All in Favor.
Final Passage – Motion by Cross, 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".

- The Sedalia Lions Club has submitted a request for a Permissive Use of Right-of-Way permit to install a sign located approximately 480 feet west of the Oak Grove West right-of-way line and 130 feet north of 100 Curry Drive. Council recently adopted a Permissive Use Ordinance establishing the criteria and process for evaluating such requests. In accordance with that ordinance, the Lions Club submitted a completed application, and City staff conducted a review to ensure compliance with all requirements. The application meets the established criteria, and staff has found no reason to deny the request.

BILL NO. 2025-194, ORDINANCE NO. 12373– AN ORDINANCE GRANTING A PERMISSIVE USE OF RIGHT-OF-WAY PERMIT TO THE SEDALIA LION'S CLUB FOR INSTALLATION OF A SIGN was read once by title.
2nd Reading – Motion by Foster, 2nd by Scribner. All in Favor.
Final Passage – Motion by Foster, 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 citizen submitted a request to the Sedalia Traffic Advisory Commission asking that the posted speed limit throughout Southwest Village be reduced from 25 mph to 20 mph. The Traffic Advisory Commission reviewed the request at their recent meeting and, following discussion, unanimously voted to deny the request and not recommend the speed limit reduction to the City Council. As required, the item now moves to the City Council for final consideration and action.

BILL NO. 2025-195 – AUTHORIZING A REDUCED SPEED LIMIT IN SOUTHWEST VILLAGE FROM 25 MPH TO 20 MPH was read once by title. With no motion and 2nd, Bill died

- A citizen submitted a request to the Sedalia Traffic Advisory Commission for the installation of a two-way stop at the intersection of Highland Avenue and Wing Avenue. The Commission reviewed the request at their recent meeting and, after discussion, unanimously voted to deny the request and not recommend the placement of a two-way stop at that location.

BILL NO. 2025-196 – ESTABLISHING A 2-WAY STOP SIGN AT THE INTERSECTION OF HIGHLAND AVENUE AND WING AVENUE was read once by title. With no motion and 2nd, Bill died

- A citizen submitted a request to the Sedalia Traffic Advisory Commission for the installation of a two-way stop at the intersection of Southwest Boulevard and Wing Avenue. The Commission reviewed the request at their recent meeting and, after discussion, unanimously voted to deny the request and not recommend the placement of a two-way stop at that location.

BILL NO. 2025-197 – ESTABLISHING A 2-WAY STOP SIGN AT THE INTERSECTION OF SOUTHWEST BOULEVARD AND WING AVENUE was read once by title. With no motion and 2nd, Bill died

- A citizen submitted a request to the Sedalia Traffic Advisory Commission for the installation of a yield sign on Skyline Drive. The Commission reviewed the request at their recent meeting and, after discussion, unanimously voted to deny the request and not recommend the placement of a yield sign at that location.

BILL NO. 2025-198 – ESTABLISHING A YIELD SIGN ON SKYLINE DRIVE was read once by title. With no motion and 2nd, Bill died

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

APPOINTMENTS: None

BIDS: Katy Depot-Liberty Park Connect Sedalia Project – September 24, 2025

LIQUOR LICENSES: None

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:
Councilwoman Boggess thanked City staff for opening Main Street.

GOOD & WELFARE:
Kevin Walker, 700 W Broadway, stated that on November 7th he came home to find that his Redbud had been cut while the City crews were trimming trees on Broadway. He made contact in a not very nice way inquiring about the situation. Later he showed photos to Mayor Dawson and Mayor asked what they could do to fix it. Kevin replied that he wanted his tree back. He thanked Mayor Dawson for replacing the tree and thinks it is a wonderful addition to his yard.

The meeting adjourned at 8:05 p.m. on motion by Foster, 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 8:56 p.m. on motion by Foster, seconded by Robinson.

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

The regular meeting adjourned at 8:57 p.m. on motion by Robinson, seconded by Foster. All in Favor.

THE CITY OF SEDALIA, MISSOURI

____

Andrew L Dawson, Mayor

Jason S. Myers

____

Jason S. Myers, City Clerk

BILL NO. ____________________

ORDINANCE NO. ____________

AN ORDINANCE DELETING ARTICLE III OF CHAPTER 40 OF THE CODE OF ORDINANCES OF THE CITY OF SEDALIA, MISSOURI ENTITLED "FIREFIGHTERS' RETIREMENT FUND" AND ADDING A NEW ARTICLE III OF CHAPTER 40 ENTITLED "FIREFIGHTERS' RETIREMENT FUND."

WHEREAS, in order to transfer the assets of the Firefighters' Retirement Fund to LAGERS, it is necessary to delete and replace multiple sections of the existing codebook provisions relating to said fund. In so doing, the existing section numbers were retained for continuity.

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

Section 1. Article III of Chapter 40 of the Code of Ordinances of the City of Sedalia, Missouri entitled Firefighters' Retirement Fund is hereby deleted and replaced with the attached new Article III entitled Firefighters' Retirement Fund:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED BY REFERENCE.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 1st day of December, 2025.

____
Presiding Officer of the Council

Approved by the Mayor of said City this 1st day of December, 2025.

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____
Andrew L. Dawson, Mayor

ATTEST:

____
Jason S. Myers
City Clerk

ARTICLE III. FIREFIGHTERS' RETIREMENT FUND

DIVISION 1. GENERALLY

Sec. 40-265. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accrued benefit means the retirement benefit a participant would receive at his normal retirement date as provided in section 40-399, multiplied by a fraction, not greater than one, the numerator of which the participant's total number of years of service and the denominator of which is the aggregate number of years of service the participant will have accumulated if he continued his employment until his normal retirement age. Effective June 1, 2022, the accrued benefit was frozen to reflect the accrual for active participants at that time. No further accruals accumulate past this date.

Actuarial equivalent means a form of benefit differing in time, period or manner of payment from a specific benefit provided under this article but having the same value computed using LAGERS assumed rate of return and longevity assumptions.

Anniversary date and *fund anniversary date* means April 1.

Authorized leave of absence means an unpaid temporary cessation from active employment with the city pursuant to an established nondiscriminatory policy, whether commissioned by illness, military service, or any other reason.

Code or *Internal Revenue Code* means the Internal Revenue Code of 1986 (26 USC 1 et seq.), as amended or replaced from time to time.

Compensation with respect to any participant means total compensation paid by the city for a firefighter's retirement fund year, including regular salary and wages and overtime pay earned by the participant. Compensation shall be recognized as of the first day of the firefighter's retirement fund year in which an employee became a participant. Compensation, in excess of $200,000.00 or such other amount as the Secretary of the Treasury may designate, shall be disregarded.

Contract or *policy* means a life insurance policy or annuity contract (group or individual) issued by the insurer as elected.

Eligible employee means any employee who has satisfied the provisions of section 40-337.

Employee means any person who is employed by the city who is a member of the city fire department, excluding voluntary and reserve firefighters.

Employee contribution benefit means the total of:

(1) Employee contributions;

(2) Simple annual interest at the rate of five percent on employee contributions made after April 1, 1999, but if said interest is to paid as part of the entitlement due a participant terminating employment prior to his retirement date, said interest is limited to the amount of said interest as computed on the April 1 immediately preceding the date the participant's employment is terminated.

(3) As of the LAGERS Administration Effective Date, account balances are frozen, and account balances with interest shall be provided to the Missouri Local Government Employees Retirement System.

Fiduciary means any person who:

As of the LAGERS Administration Effective Date the fiduciary to the Sedalia Firefighters Retirement Fund is the Board of Trustees of the Missouri Local Government Employees Retirement System. Prior to, a fiduciary was defined as:

(1) Exercises any discretionary authority or discretionary control respecting management of the firefighters' retirement fund or exercises any authority or control respecting management or disposition of its assets;

(2) Renders investment advice for a fee or other compensation, direct or indirect, with respect to any monies or other property of the firefighters' retirement fund or has any authority or responsibility to do so; or

(3) Has any discretionary authority or discretionary responsibility in the administration of the firefighters' retirement fund, including, but not limited to, the board of trustees, the city, and its representative body.

Firefighters' retirement fund means the assets of this article and the firefighters' retirement fund as the same shall exist from time to time.

Firefighter's retirement fund year means the firefighters' retirement fund's accounting year of 12 months commencing on July 1 of each year and ending the following June 30 (

Fiscal year means the employer's account year of 12 months commencing on April 1 of each year and ending the following March 31. As of LAGERS Administration Effective date, the plan shall assume fiscal year of the Missouri Local Government Employees Retirement System.

Former participant means a person who has been a participant, but who ceased to be a participant for any reason.

Highly compensated employee means an employee who performed services for the city during the determination year and is in one or more of the following groups:

(1) Employees who received 415 compensation during the look-back year from the city in excess of $75,000.00.

(2) Employees who received 415 compensation during the look-back year from the city in excess of $50,000.00 and were in the top paid group of employees for the firefighter's retirement fund year.

(3) Employees who during the look-back year were firefighters of the city (as that term is defined within the meaning of the regulations under Internal Revenue Code section 416) and received 415 compensation during the look-back year from the city greater than 50 percent of the limit in effect under Internal Revenue Code section 415(b)(1)(A) for any such firefighter's retirement fund year. The number of firefighters shall be limited to the lesser of:

a. 50 employees; or

b. The greater of three employees or ten percent of all employees.

If the city does not have at least one firefighter whose annual 415 compensation is in excess of 50 percent of the Internal Revenue Code section 415(b)(1)(A) limit, then the highest paid firefighter of the city will be treated as a highly compensated employee.

(4) Employees who are in a group consisting of the 100 employees paid the greatest 415 compensation during the determination year and are also described in subsection (1), (2) or (3) of this section when the subsections are modified to substitute determination year for look-back year.

Hour of service means each hour for which:

(1) An employee is directly or indirectly compensated or entitled to compensation by the city for the performance of duties during the applicable computation period;

(2) An employee is directly or indirectly compensated or entitled to compensation by the city (irrespective of whether the employment relationship has terminated) for reasons other than performance of duties (such as vacation, holidays, sickness, jury duty, disability, layoff, military duty or leave of absence) during the applicable compensation period; or

(3) Back pay is awarded or agreed to by the city without regard to mitigation of damages.

Notwithstanding subsections (1) through (3) of this definition, no more than 501 hours of service are required to be credited to an employee on account of any single continuous period during which the employee performs no duties (whether or not such period occurs in a single computation period); an hour for which an employee is directly or indirectly paid, or entitled to payment, on account of a period during which no duties are performed is not required to be credited to the employee if such payment is made or due under a firefighter's retirement fund maintained solely for the purpose of complying with applicable worker's compensation or unemployment compensation or disability insurance laws; and hours of service are not require to be credited for a payment which solely reimburses an employee for medical or medically related expenses incurred by the employee. For the purposes of this subsection, a payment shall be deemed to be made by or due from the city regardless of whether such payment is made by or due from the city directly, or indirectly through, among others, a trust, fund, or insurer, to which the city contributes or pays premiums and regardless of whether contributions made or due to the trust fund, insurer, or other entity are for the benefit of particular employees or are on behalf of a group of employees in the aggregate. Hours of service must be counted for the purpose of determining a year of service, a year of participation for purposes of accrued benefits, a one-year break in service, and employment commencement date or reemployment commencement date. The provisions of Department of Labor regulations 2530.200b-2(b) and (c) are incorporated herein by reference.

Insurer means any legal reserve life insurance company as elected by the board of trustees which shall issue one or more contracts.

Late retirement date means the date of a participant's actual retirement date after having reached his normal retirement date.

LAGERS Administration Effective Date shall mean _______________ (date)

Maternity or paternity leave of absence means, for firefighter's retirement fund years beginning after December 31, 1984, and absence from work for any period by reason of the employee's pregnancy, birth of the employee's child, placement of a child with the employee in connection with the adoption of such child, or any absence for the purpose of caring for such child for a period immediately following such birth or placement. For this purpose, hours of service shall be credited for the computation period in which the absence from work begins, only if credit therefore is necessary to prevent the employee from incurring a one-year break in service, or, in any other case, in the immediately following computation period. The hours of service credited for a maternity or paternity leave of absence shall be those which would normally have been credited but for such absence, or in any case in which the board of trustees is unable to determine such hours normally credited, eight hours of service per day. The total hours of service required to be credited for a maternity or paternity leave of absence shall not exceed 501 hours.

Month of service means a calendar month during any part of which an employee completed an hour of service. Except, however, a participant shall be credited with a month of service for each month during the 12-month computation period in which he has not incurred a one-year break in service.

Non-highly compensated employee means any participant who is not a highly compensated employee.

Normal retirement date as of LAGERS administration effective date the term shall be any participant in the plan and attained age 55. Before the LAGERS administration effective date with respect to a participant employed prior to July 1, 1989, the date the participant completes 22 years of service of which the last ten years of service must be continuous. With respect to a participant employed on or after July 1, 1989, the term "normal retirement date" means the date the participant completes 22 years of service and attained the age 55 years, of which the last ten years of service must be continuous.

One-year break in service means a firefighter's retirement fund year during which an employee has not completed more than 500 hours of service with the city. An employee shall not incur a one-year break in service for the fund's year in which he becomes a participant, dies, retires or suffers total and permanent disability. Further, solely for the purpose of determining whether a participant has incurred a one-year break in service, hours of service shall be recognized for authorized leaves of absence and maternity and paternity leaves of absence.

Participant means any eligible employee in the Sedalia Fire Department as of June 1, 2022 who participates and is now a deferred member of the Sedalia Firefighters Retirement Fund.

Participant's account means the account established and maintained by the board of trustees for each participant with respect to his total interest in the firefighters' retirement fund resulting from the employee's contributions.

Regulation means the income tax regulations as promulgated by the Secretary of the Treasury or his delegate, and as amended from time to time.

Retired participant means a person who has been a participant, but who has become entitled to retirement benefits under this article.

Retirement date means the date as of which a participant retires for reasons other than total and permanent disability, whether such retirement occurs on a participant's normal retirement date, early or late retirement date.

Terminated participant means a person who has been a participant, but whose employment has been terminated other than by death, total and permanent disability or retirement.

Trustee means a member of the board of trustees, and any successors.

Vested means the portion of a participant's account that is non-forfeitable.

Year of service means the computation period of 12 consecutive months, herein set forth, during which an employee has at least 1,000 hours of service. For purposes of eligibility for participation, the initial computation period shall begin with the date on which the employee first performs an hour of service. The participation computation period beginning after a one-year break in service shall be measured from the date on which an employee again performs an hour of service. The participation computations period shall shift to the current firefighter's retirement fund year, which includes the anniversary of the date on which the employee first performed an hour of service. For vesting purposes a year of service shall be a firefighter's retirement fund year in which an employee completes 1,000 hours of service.

(Ord. No. 9130, § 2(32-71), 3-29-1999)

Secs. 40-266—40-293. Reserved.

DIVISION 2. ADMINISTRATION; BOARD OF TRUSTEES

Sec. 40-294. Composition; election of certain members; officers; compensation and expenses.

As of the LAGERS Administration Effective Date, the Sedalia Firefighters Retirement Fund shall be under the exclusive control of the Board of Trustees of the Missouri Local Government Employees Retirement System (LAGERS). All administrative, investment and fiduciary responsibility is that of the LAGERS Board of Trustees from that date forward. Prior to such effective date, the board of trustees of the firefighters' retirement fund consisted of the mayor, the city clerk, the fire chief, the human resources director, the finance director, three members of the fire department elected by the members thereof and one member of the retired or pensioned list elected by the retired or pensioned members, such election to be held on the first Monday in June for the term of three years. The three elected fire department members shall be elected for terms of three years, with one member standing for election each year on the first Monday in June. The board of trustees shall elect by a majority vote of its members from its membership a president, and a secretary, who may but need not be one of its members, and the city clerk shall be ex officio treasurer of the board. The compensation of all persons engaged by the board of trustees and all other expenses of the board necessary for the operation of the pension firefighter's retirement fund shall be paid at such rates and in such amounts as the board of trustees shall approve

(Ord. No. 9130, § 2(32-75), 3-29-1999; Ord. No. 9652, § 1, 5-19-2008; Ord. No. 10355, § 1, 8-17-2015; Ord. No. 10681, § 1, 12-18-2017; Ord. No. 10857, § 1, 1-24-2019; Ord. No. 11152, § 1, 4-20-2020; Ord. No. 11244, § 1, 9-21-2020)

Sec. 40-295. Funding and fiduciary responsibilities.

As of the LAGERS Administration Effective Date, the Sedalia Firefighters Retirement Fund shall be under the exclusive control of the Board of Trustees of the Missouri Local Government Employees Retirement System (LAGERS). All administrative, investment and fiduciary responsibility is that of the LAGERS Board of Trustees from that date forward. Prior to such effective date, the fiduciary responsibilities were regulated as follows:

(a) The board of trustees shall establish a funding policy and method.

(b) The board of trustees may in its discretion appoint an investment manager to manage all or a designated portion of the assets of the firefighter's retirement fund.

(Ord. No. 9130, § 2(32-76), 3-29-1999)

Sec. 40-296. Other responsibilities.

As of the LAGERS Administration Effective Date, the Sedalia Firefighters Retirement Fund shall be under the exclusive control of the Board of Trustees of the Missouri Local Government Employees Retirement System (LAGERS). All administrative, investment and fiduciary responsibility is that of the LAGERS Board of Trustees from that date forward. Prior to such effective date, the other fiduciary responsibilities were regulated as follows:

The primary responsibility of the board of trustees is to administer the firefighters' retirement fund for the exclusive benefit of the participants and their beneficiaries, subject to the specific terms of this article. The board of trustees shall administer the firefighters' retirement fund in accordance with its terms and shall have the power to determine all questions arising in connection with the administration, interpretation, and application of the firefighters' retirement fund. Any such determination by the board of trustees shall be conclusive and binding upon all persons. The board of trustees may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of this article; provided, however, that any procedure, discretionary act, interpretation or construction shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the firefighter's retirement fund shall continue to be deemed a qualified firefighter's retirement fund under the terms of Internal Revenue Code section 401(a) and shall comply with the terms of the Act and all regulations issue pursuant thereto. The board of trustees shall have all powers necessary or appropriate to accomplish its duties under this article. The board of trustees shall be charged with the duties of the general administration of the firefighter's retirement fund, including, but not limited to, the following:

(1) To determine all questions relating to the eligibility of an employee to participate or remain a participant hereunder;

(2) To compute, certify, and direct with respect to the amount and the kind of benefits to which any participant shall be entitled hereunder;

(3) To authorize and direct the investment manager with respect to all nondiscretionary or otherwise directed disbursements from the firefighters' retirement fund;

(4) To maintain all necessary records for the administration of the firefighters' retirement fund;

(5) To interpret the provisions of the firefighters' retirement fund and to make and publish such rules and regulations of the firefighters' retirement fund as are consistent with the terms hereof;

(6) To determine the size and type of any contract to be purchased from any insurer, and to designate the insurer from which such contract shall be purchased;

(7) To compute and certify to the city and to the investment manager from time to time the sums of money necessary or desirable to be contributed to the firefighters' retirement fund;

(8) To consult with the city and the investment manager regarding the short-term and long-term liquidity needs of the firefighters' retirement fund in order that the investment manager can exercise any investment discretion in a manner designed to accomplish specific objectives;

(9) Consistent with the funding policy and method determined by it to invest, manage, and control the firefighters' retirement fund assets subject, however, to the direction of an investment manager if the board of trustees should appoint such manager as to all or a portion of the assets of the firefighters' retirement fund;

(10) To pay benefits required under the firefighters' retirement fund to be paid to participants, or, in the event of their death, to their beneficiaries or estate as the case may be;

(11) To maintain records of receipts and disbursements and furnish to the city, for each fiscal year, a written annual report.

(Ord. No. 9130, § 2(32-77), 3-29-1999)

Sec. 40-297. Who may act.

As of the LAGERS Administration Effective Date, LAGERS Executive Director or his designee is authorized to sign papers on the firefighter's retirement fund's behalf.

(Ord. No. 9130, § 2(32-78), 3-29-1999)

Sec. 40-298. Investment powers and duties.

As of the LAGERS Administration Effective Date, LAGERS Board of Trustees shall invest and reinvest the firefighters' retirement fund in accordance with LAGERS standard practices set forth in RSMo 70.600 – 70.755 and any rule, policy, or procedure promulgated under the authority derived therefrom, LAGERS' administrative rules and investment policy. Prior to such date, investment powers and duties were established as follows:

(a) The LAGERS board of trustees shall invest and reinvest the firefighters' retirement fund to keep the firefighters' retirement fund invested without distinction between principal and income and in such securities or property, real or personal, wherever situated, as life or casualty insurance companies in the state may make. The board of trustees shall give due regard to any limitations imposed by the

Internal Revenue Code or the Act so that at all times this firefighter's retirement fund may qualify as a qualified profit sharing plan and trust.

(b) The board of trustees may employ a bank or trust company pursuant to the terms of its usual and customary bank agency agreement, under which the duties of such bank or trust company shall be a custodial, clerical, recordkeeping and investment management nature.

(c) The board of trustees may from time to time transfer to a common, collective, or pooled trust fund, all or such part of the firefighters' retirement fund as the board of trustees may deem advisable, and such part or all of the firefighters' retirement fund so transferred shall be subject to all the terms and provisions of the common, collective, or pooled trust fund which contemplate the commingling for investment purposes of such trust assets with trust assets of other trusts. The board of trustees may, from time to time, withdraw from such common, collective, or pooled trust fund all or such part of the firefighters' retirement fund as the board of trustees may deem advisable.

(d) The board of trustees shall invest, reinvest and manage the assets of the firefighters' retirement fund, and instruct the investment manager of the fund to invest, reinvest and manage said assets, in accordance with RSMo 105.687—105.690.

(e) The Trustees have the authority to transfer the assets of the fund to the Missouri Local Government Employees Retirement System pursuant to § 70.621 RSMo.

(Ord. No. 9130, § 2(32-79), 3-29-1999)

Other Powers of the board are as follows:

(1) To purchase, or subscribe for, any securities or other property and to retain the same;

(2) To sell, exchange, convey, transfer, and grant options to purchase, or otherwise dispose of any securities or other property held by the firefighters' retirement fund, by private contract or at public auction. No person dealing with the board of trustees shall be bound to see to the application of the purchase money or to inquire into the validity, expediency, or propriety of any such sale or other disposition, with or without advertisement;

(3) To vote upon any stocks, bonds, or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental thereto; to oppose, or to consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities, and to delegate discretionary powers, and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities, or other property;

(4) To cause any securities or other property to be registered in the firefighters' retirement fund's own name or in the name of one or more of the firefighters' retirement fund's nominees, and to hold any investments in bearer form, but the books and records of the board of trustees shall at all times show that all such investments are part of the firefighters' retirement fund;

(5) To keep such portion of the firefighters' retirement fund in cash or cash balances as the board of trustees may, from time to time, deem to be in the best interests of the firefighters' retirement fund, without liability for interest thereon;

(6) To accept and retain for such time as the board of trustees may deem advisable any securities or other property received or acquired as the board of trustees hereunder, whether or not such securities or other property would normally be purchased as investments hereunder;

(7) To make, execute, acknowledge, and deliver any and all documents of transfer and convenience and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(8) To settle, compromise, or submit to arbitration any claims, debts, or damages due or owing to or from the firefighters' retirement fund, to commence or defend suits or legal or administrative proceedings, and to represent the firefighters' retirement fund in all suits and legal and administrative proceedings;

(9) To employ suitable agents and counsel and to pay their reasonable expenses and compensation, and such agent or counsel may or may not be agent or counsel for the city;

(10) To apply for and procure from responsible insurance companies as an investment of the firefighters' retirement fund such annuity, or other contracts (on the life of any participant) as the board of trustees shall deem proper; to exercise, at any time or from time to time, whatever rights and privileges may be granted under such annuity, or other contracts; to collect, receive, and settle for the proceeds of all such annuities or other contracts as and when entitled to do so under the provisions thereof;

(11) To invest funds of the firefighters' retirement fund in time deposits or savings accounts bearing a reasonable rate of interest;

(12) To invest in treasury bills and other forms of United States government obligations;

(13) To deposit monies in federally insured savings accounts or certificates of deposit in banks or savings and loan associations;

(14) To pool all or any of the firefighters' retirement fund, from time to time, with assets belonging to any other qualified employee pension benefit fund, and to commingle such assets and make joint or common investments and carry joint accounts on behalf of the firefighters' retirement fund and such other fund or funds, allocating undivided shares or interests in such investments or accounts or any pooled assets of the two or more funds in accordance with their respective interests;

(15) To do all such acts and exercise all such rights and privileges, although not specifically mentioned herein, as the board of trustees may deem necessary to carry out the purposes of the firefighter's retirement fund.

(Ord. No. 9130, § 2(32-80), 3-29-1999)

Sec. 40-300. Duties regarding payments.

As of the LAGERS Administration Effective Date, the board of trustees shall, from time to time, in accordance with the terms of this article, make payments out of the firefighters' retirement fund. The board of trustees shall not be responsible in any way for the application of such payments.

(Ord. No. 9130, § 2(32-81), 3-29-1999)

Sec. 40-301. Annual report.

As of the LAGERS Administration Effective Date, the Sedalia Firefighters Retirement Fund shall be under the exclusive control of the Board of Trustees of the Missouri Local Government Employees Retirement System (LAGERS). All administrative, investment and fiduciary responsibility is that of the LAGERS Board of Trustees from that date forward. Reporting will be in accordance with established practices of LAGERS for legacy plan administration. Prior to such effective date, the reporting requirements of the plan were as follows:

(a) Within 90 days after the later of the anniversary date or receipt of the city's last contribution for each fiscal year, the board of trustees shall furnish to the city a written statement of account with respect to the fiscal year for which such contribution was made setting forth:

(1) The net income, or loss, of the firefighters' retirement fund;

(2) The gains, or losses, realized by the firefighters' retirement fund upon sales or other disposition of the assets;

(3) The increase, or decrease, in the value of the firefighters' retirement fund;

(4) All payments and distributions made from the firefighters' retirement fund; and

(5) Such further information as the board of trustees deems appropriate.

(b) The written statement of account may be delivered by providing to the city a copy of actuarial reports and year-end reports as provided by the fund's actuary and depository. The city, forthwith upon its receipt of each such statement of account, shall acknowledge receipt thereof in writing and advise the board of trustees of its approval or disapproval thereof. Failure by the city to disapprove any such statement of account within 30 days after its receipt thereof shall be deemed an approval thereof. The approval by the city of a statement of account shall be binding as to all matters embraced therein as between the city and the board of trustees to the same extent as if the account of the board of trustees had been settled by judgment or decree in action for a judicial settlement of its account in a court of competent jurisdiction in which the board of trustees, the city and all persons having or claiming an interest in the firefighters' retirement fund were parties; provided, however, that nothing herein contained shall deprive the board of trustees of its right to have its accounts judicially settled if the board of trustees so desires.

(Ord. No. 9130, § 2(32-82), 3-29-1999)

Sec. 40-302. Registration, removal and succession of members.

As of the LAGERS Administration Effective Date, the LAGERS Board of Trustees shall be the fiduciary of the plan. LAGERS Board of Trustees shall be chosen in compliance with §70.605 RSMo and any corresponding administrative rules The registration, removal, and succession of trustees will be subjected to the rules adopted by LAGERS board of trustees and Missouri Revised Statutes..

(Ord. No. 9130, § 2(32-83), 3-29-1999)

Sec. 40-303. Records and reports.

The board of trustees shall keep a record of all actions taken and shall keep all other books of account records, and other data that may be necessary for the proper administration of the firefighters' retirement fund and shall be responsible for supplying all information and reports to the Internal Revenue Service, participants, beneficiaries and others as required by law.

(Ord. No. 9130, § 2(32-84), 3-29-1999)

Sec. 40-304. Appointment of advisors.

The board of trustees may appoint counsel, specialists, advisers, and other persons as it deems necessary or desirable in connection with the administration of the firefighters' retirement fund.

(Ord. No. 9130, § 2(32-85), 3-29-1999)

Sec. 40-305. Information from city.

To enable the Missouri Local Government Employees' Retirement System's board of trustees to perform its functions, the city shall supply full and timely information to the board of trustees on all matters relating to the compensation of all participants, their hours of service, their years of service, their retirement, death, disability, or termination of employment, and such other pertinent facts as the board of trustees may require; and the board of trustees shall advise the investment manager of such of the foregoing facts as may be pertinent to the investment manager duties under this article. The board of trustees may rely upon such information as is supplied by the city and shall have no duty or responsibility to verify such information.

(Ord. No. 9130, § 2(32-86), 3-29-1999)

Sec. 40-306. Payment of expenses.

All expenses of administration may be paid out of the firefighters' retirement fund unless paid by the city. Such expenses shall include any expenses incident to the functioning of the board of trustees, including, but not limited to, fees of accountants, counsel, and other specialists and their agents, and other costs of administering the firefighters' retirement fund. Until paid, the expenses shall constitute a liability of the firefighters' retirement fund. However, the city may reimburse the firefighters' retirement fund for any administrative expense incurred. Any administration expense paid to the firefighters' retirement fund as a reimbursement shall not be considered as a city contribution.

(Ord. No. 9130, § 2(32-87), 3-29-1999)

Sec. 40-307. Claims procedure.

Claims for benefits under the firefighters' retirement fund may be filed with the LAGERS, on forms supplied by the board of trustees. Written notice of the disposition of a claim shall be furnished to the claimant in accordance with policies and procedures established by the board of trustees. In the event the claim is denied, the reasons for the denial shall be set forth in the denial notice, pertinent provisions of the firefighters' retirement fund shall be cited, and where appropriate, an explanation as to how the claimant can perfect the claim will be provided. In addition, the claimant shall be furnished with an explanation of the board of trustees claims review procedure.

(Ord. No. 9130, § 2(32-88), 3-29-1999)

Sec. 40-308. Custodian of all moneys, etc.

As of the LAGERS Administration Effective Date, the Sedalia Firefighters Retirement Fund shall be under the exclusive control of the Board of Trustees of the Missouri Local Government Employees Retirement System (LAGERS). All custodial, administrative, investment and fiduciary responsibility is that of the LAGERS Board of Trustees from that date forward. Prior to such effective date, the custodian responsibilities were regulated as follows:

The city clerk shall be custodian of all money, securities and other property of the firefighters' retirement fund, subject to the control and direction of the board of trustees. As prescribed by the board he shall keep separate books and complete accounts of the fund and his books and accounts shall always be subject to the inspection of the board or any of its members. He shall be liable on his bond executed to the municipality as city clerk for all his acts concerning the fund. On the expiration of this term of office he shall deliver to her successor all unexpended money, securities, books, records and other property which may have come into his possession as treasurer of the fund.

(Ord. No. 9130, § 2(32-89), 3-29-1999)

Sec. 40-309. False statements and falsification of records.

Any person who shall knowingly, or willingly, make any false statement, or shall falsify or permit to be falsified any record or records of the retirement system in any attempt to defraud such system as a result of such act, shall be guilty of a misdemeanor, and shall be punishable therefor under the laws of the state.

(Ord. No. 9130, § 2(32-90), 3-29-1999)

Secs. 40-310—40-336. Reserved.

DIVISION 3. ELIGIBILITY

Sec. 40-337. Eligibility conditions.

An employee of the city shall be eligible to participate in the firefighters' retirement fund if he is a member of the city fire department and is not earning compensation less than $100.00 per calendar year. Reserve and voluntary firefighters shall not be eligible to participate in the firefighters' retirement fund. Effective June 1, 2022, no new participants will be allowed.

(Ord. No. 9130, § 2(32-91), 3-29-1999)

Sec. 40-338. Effective date of participation.

An employee who has become eligible to be a participant shall become a participant effective as of his date of employment. Effective June 1, 2022, no new participants will be allowed.

(Ord. No. 9130, § 2(32-92), 3-29-1999)

Sec. 40-339. Determination of eligibility.

The board of trustees shall determine the eligibility of each employee for participation in the firefighters' retirement fund based upon information furnished by the city. Such determination shall be conclusive and binding upon all persons, as long as the same is made in accordance with this article and the Act. Such determination shall be subject to review pursuant to section 40-307. Effective June 1, 2022, no new participants will be allowed.

(Ord. No. 9130, § 2(32-93), 3-29-1999)

Sec. 40-340. Termination of eligibility.

As of the LAGERS Administration Effective Date, the frozen benefits of the Sedalia Firefighters Retirement Fund are vested for each participant.

(Ord. No. 9130, § 2(32-94), 3-29-1999)

Secs. 40-341—40-368. Reserved.

DIVISION 4. CONTRIBUTION AND VALUATION

Sec. 40-369. Composition.

The firefighters' retirement fund shall consist of the assets of the existing fund, mandatory employer contributions and contribution of members of the fire department. Contributions shall be determined as follows:

(1) Contributions shall include a 15 year amortization of the actuarially determined unfunded liability as of as of the LAGERS Administration Effective Date.

(4) The city shall deposit to the fund such annual recommended contribution, as a condition for LAGERS administration of the plan.

(Ord. No. 9130, § 2(32-96), 3-29-1999)

Sec. 40-370. Mandatory contributions.

(a) Reserved.

(b) Withdrawals from the accumulated employee contributions benefit are not permitted prior to termination of employment.

(c) The city shall transfer employee contributions to the board of trustees as of the earliest date on which such contributions can reasonably be segregated from the city's general assets, but in any event within 30 days from the date of which such amounts would otherwise have been payable to the participant in cash.

(Ord. No. 9130, § 2(32-97), 3-29-1999; Ord. No. 9947, § 4, 3-19-2012)

Editor's note(s)—Ord. No. 9947, §§ 3, 4, adopted March 19, 2012, repealed subsection (a) stating "As of March 18, 2012, the active employees of the Sedalia Fire Department will no longer have to contribute [to] the firefighters' retirement fund."

Secs. 40-371—40-398. Reserved.

DIVISION 5. BENEFITS

Sec. 40-399. Retirement benefits.

(a) Subject to any election made pursuant to subsection (f), a participant employed on or after April 1, 1999, shall receive an annual retirement benefit, in the standard form of payment specified in subsection (c), equal to 50 percent of $32,000.00 effective the first pay period of the fiscal year 1999-2000; such base amount to be adjusted upwards by three percent each fund anniversary date the participant is currently employed to reflect a programmed increase subject to the limitations of Internal Revenue Code section 415 in effect each January 1. Effective June 1, 2022 the base for benefit accrual shall be frozen at 50 percent of $63,154. No further escalation in such benefit base shall occur.

(b) Reserved.

(e) If a former participant again becomes a participant, such renewed participation shall not result in the duplication of benefits. Accordingly, if he has received a distribution of an accrued benefit under this article by reason of prior participation (and such distribution has not been repaid to the firefighters' retirement fund with interest within a period of the earlier of five years after the first date on which the participant is subsequently reemployed by the city or the close of the first period of five consecutive one-year breaks in service commencing after the distribution) of the present value of the accrued benefit as of the date of distribution, said participant must make repayment of said distribution. Any repayment by a participant shall be equal to the total of:

(1) The amount of the distribution;

(2) Interest on such distribution compounded annually at the rate of five percent per annum from the date of distribution to the date of repayment or to the last day of the firefighter's retirement fund year ending after March 31, 1999.

Effective June 1, 2022, this provision shall no longer be applicable as the plan will no-longer allow anyone to become a new participant, to include former participants.

(f)

1. Except as otherwise provided herein, before the date the first payment of a person's allowance becomes due but not thereafter, a person about to become a retirant may elect to receive his or her allowance for life with or without a partial lump-sum distribution, as provided in this subsection. A Participant who has an Annuity Starting Date after LAGERS Administration Effective Date may elect to receive a partial lump-sum distribution equal to twenty-four times the amount of his or her monthly benefit for life. Such lump sum shall be paid to the Participant, upon written application to Administrator, not fewer than ninety days nor more than one hundred fifty days after the date the first payment of his or her monthly benefit becomes due. The Participant's monthly benefit shall be reduced to eighty-four percent if the Participant's age at the time of the Annuity Starting Date is sixty, which percent shall be decreased by four-tenths of one percent for each year the Participant's age at the time of the Annuity Starting Date is greater than sixty, or which percent shall be increased by four-tenths of one percent for each year the Participant's age at the Annuity Starting Date is less than sixty. The reductions in monthly benefit in this subsection shall be calculated and applied before any reductions under subsection 2 of this section are calculated and applied.

2. Before the date the first payment of a person's allowance becomes due but not thereafter, a person about to become a retirant may elect to have his or her allowance for life reduced, and nominate a beneficiary, as provided by option A, B, C, or D set forth below:

(1) Option A.

Under option A, a retirant's allowance payable to the retirant shall be reduced to a certain percent of the allowance otherwise payable to the retirant. Such percent shall be eighty-five percent if the retirant's age and the retirant's beneficiary's age are the same on such first due date, which shall be decreased by three-quarters of one percent for each year that the beneficiary's age is less than the retirant's age, or which shall be increased by three-quarters of one percent, up to a maximum of ninety percent, for each year that the beneficiary's age is more than the retirant's age. Upon the retirant's death three-quarters of the retirant's reduced allowance to which the retirant would have been entitled had the retirant lived shall be paid to his or her surviving beneficiary, nominated before such first payment due date but not thereafter, who was the retirant's spouse for not less than the two years immediately preceding such first payment due date, or another person aged forty years or older receiving more than one-half support from the retirant for not less than the two years immediately preceding such first payment due date.

(2) Option B.

Under option B, a retirant's allowance payable to the retirant shall be reduced to a certain percent of the allowance otherwise payable to the retirant. Such percent shall be ninety percent if the retirant's age and the retirant's beneficiary's age are the same on such first payment due date, which shall be decreased by one-half of one percent for each year that the beneficiary's age is less than the retirant's age, or which shall be increased by one-half of one percent, up to a maximum of ninety-five percent for each year that the beneficiary's age is more than the retirant's age. Upon the retirant's death one-half of his or her reduced allowance to which the retirant would have been entitled had the retirant lived shall be paid to the retirant's surviving beneficiary, nominated before such first payment due date but not thereafter, who was either the retirant's spouse for not less than the two years immediately preceding such first payment due date, or another person aged forty years or older receiving more than one-half support from the retirant for not less than the two years immediately preceding such first payment due date.

(3) Option C.

Under option C, a retirant's allowance payable to the retirant shall be reduced to ninety-five percent of the allowance otherwise payable to the retirant. If the retirant dies before having received one hundred twenty monthly payments of his or her reduced allowance, his or her reduced allowance to which the retirant would have been entitled had the retirant lived shall be paid for the remainder of the one hundred twenty months' period to such person as the retirant shall have nominated by written designation duly executed and filed with the board. If there is no such beneficiary surviving the retirant, the reserve for such allowance for the remainder of such one hundred twenty months' period shall be paid to the retirant's estate.

(4) Option D.

Under option D, participant may elect a lump sum distribution if the entire amount in lieu of a monthly allowance if the total reserve value of the benefit is less than $20,000. This one-time payment is the actuarial equivalent of the monthly benefit. There will be no monthly benefit payable to a beneficiary under this option....

3. The death of the beneficiary designated under option A or B of subsection 2 of this section before the death of the retirant after retirement shall, upon written notification to the system of the death of the beneficiary, cancel any optional plan elected at retirement to provide continuing lifetime benefits to the beneficiary and shall return the retirant to his or her single lifetime benefit equivalent, to be effective the month following receipt of the written notification of the death of the beneficiary by the system.

4. If a member fails to elect a benefit option under subsection 2 of this section, his or her allowance for life shall be paid to the member as a single lifetime benefit.

As of LAGERS Administrative Effective Date, a retiree cannot revoke such election.

(g) As of the LAGERS Administration Effective Date, the Sedalia Firefighters Retirement Fund shall be under the exclusive control of the Board of Trustees of the Missouri Local Government Employees Retirement System (LAGERS). Beneficiary designations will be in accordance with the rules and regulations established by LAGERS. Prior to such effective date, beneficiary designations for married participants were regulated as follows:

Spousal consent. A married participant may designate a beneficiary other than his or her spouse for either the life with Ten-Year Certain Annuity under paragraph (f)(2) of this section, but only if he or she establishes to the satisfaction of the board of trustees (or its designee) that he or she has no spouse or that his or her spouse cannot be located, or if his or her spouse consents in writing to the election and acknowledges its effect. Otherwise, such benefits will be paid in the standard form of payment.

Any such consent and acknowledgment shall bind only the spouse who executes it. To be effective, a spousal consent and acknowledgment must:

(1) Be in a form authorized by the board of trustees and witnessed by a notary public;

(2) Designate a specific alternate beneficiary, including any class of beneficiaries or any contingent beneficiaries, that may not be changed without spousal consent; and

(3) Designate a form of benefit payment that may not be changed without spousal consent.

The spouse may expressly permit designations by the participant without any further spousal consent. A consent that permits designations by the participant without any requirement of further consent by such spouse must acknowledge that the spouse has the right to limit consent to a specific beneficiary, and to a specific form of benefit where applicable, and that the spouse voluntarily elects to relinquish either or both of such rights.

(Ord. No. 9130, § 2(32-101), 3-29-1999; Ord. No. 10037, §§ 1—3, 12-5-2012)

Sec. 40-400. Payment of retirement benefits.

Upon notification by a participant that he is retiring, the board of trustees shall immediately take all necessary steps and execute all required documents to cause the payment to him of the retirement benefit available to him under the firefighter's retirement fund or his accrued benefit, whichever is greater.

(Ord. No. 9130, § 2(32-102), 3-29-1999)

Sec. 40-401. Disability retirement benefits.

As of the LAGERS Administration Effective Date, the Sedalia Firefighters Retirement Fund shall be under the exclusive control of the Board of Trustees of the Missouri Local Government Employees Retirement System (LAGERS). Disability benefits will be as established for LAGERS participants from that date forward. Any individual currently receiving disability benefits as of the date above shall, from that date forward, be required to comply with the rules and regulations established by LAGERS for disability retirees. Prior to such effective date, the disability benefits were regulated as follows:

(a) If a participant becomes totally and permanently disabled, as defined in this section, prior to retirement or separation from the service, then said disabled participant shall be entitled to receive the greater of:

(1) His accrued benefit payable as a monthly benefit commencing at his normal retirement date; or

(2) His employee contribution benefit.

(b) If the board of trustees is without suitable disability insurance outside this article which provides coverage to a participant, then the participant shall be entitled to a disability benefit, in addition to the benefit stated in subsection (a) of this section, according to the provisions of subsection (c)(1) of this section. If the benefits paid under subsection (b)(1) of this section, or paid under disability insurance outside this article, total less than the base amount determined in the first paragraph of subsection (a) of this section, then the difference between said benefits and said base amount shall be paid monthly to the participant. Subsection (b)(1) of this section shall not apply, however, to participants first hired after July 1, 1989.

(c) Computation of disability benefit basis.

(1) Disability benefits provided under subsections (c)(1) through (c)(2)a of this section are computed using an amount equal to the regular monthly salary or wages of the disabled participant as of his last full day of active work before he became disabled, excluding all bonuses, overtime pay, extra compensation and uniform and other equipment allowances. Participants paid on a weekly basis shall have their weekly earning multiplied by 4.333 to determine monthly earnings. Participants paid on an hourly basis shall have their hourly pay multiplied by the number of hours a participant is regularly scheduled to work (but not more than 173 hours), or, if the participant does not have regular hours, by the average number of hours worked per month for the preceding 12 months (or during the participant's period of employment if less than 12 months), but not more than 173 hours per month.

(2) For a period of one year from the date a participant becomes totally and permanently disabled, said benefit shall be computed using the disability benefit basis computed in this subsection, increased by the lesser of:

a. Ten percent of the regular salary or wages of the disabled participant as of his last full day of active work before he became disabled; or

b. The rate of increase, if any, in the consumer price index for urban wage earners and clerical workers (CPI-W) published by the United States Department of Labor during the preceding calendar year, multiplied by the regular salary and wages of the disabled participant as of the participant's last full day of active work before he became disabled. If the CPI-W is discontinued or changed, the board of trustees may use another nationally published index comparable to CPI-W.

(d) A participant is totally and permanently disabled if, as a result of sickness, accidental bodily injury or pregnancy the participant is either:

(1) Unable to perform with reasonable continuity the material duties of his own occupation with the city fire department; or

(2) Unable to earn more than 50 percent of his regular salary and wages, as computed in subsection (c) of this section.

(e) Beginning one year after a participant has become disabled, a participant is totally and permanently disabled if, as a result of sickness, accidental bodily injury or pregnancy the participant is either:

(1) Unable to perform with reasonable continuity the material duties of any gainful occupation at the city fire department for which he is reasonably fitted by education, training and experience; or

(2) Unable to earn more than 50 percent of his regular salary and wages, as computed in subsection (c) of this section.

Sec. 40-402. Death benefits.

(a) If a participant dies prior to his retirement date, such benefits shall be paid as follows:

(1) The surviving spouse to whom the participant was married to for not less than two years immediately preceding the time of the participant's death, shall receive the benefit amount provided by Option A from 40-399(f) effective the first of the month following the participant's death. If the death was accidental in nature, the requirement that the surviving spouse must have been married to the member for not less than two years immediately preceding the time of the member's death shall not apply.

(2) If a benefit is not payable under subsection 1 or when such benefit is no longer payable, each dependent child of the deceased participant, if any, shall receive an allowance of an equal share of sixty percent of the participant's calculated benefit amount.

a. A child shall be a dependent child until the child's death, marriage or attainment of age eighteen, whichever occurs first. The age eighteen maximum shall be extended as long as the child continues uninterruptedly being a full-time student at an accredited secondary school, college or university, but in no event beyond attainment of age twenty-three; provided further, that if a full-time student eligible for or receiving benefits under this section is ordered to military duty, his or her benefit shall be suspended during such period of military duty, and shall be reinstated upon his or her return to school not later than the beginning of the academic term immediately following his or her return from military duty, in which case his or her eligibility for dependent child benefits shall be extended by the number of months of military duty, but in no event beyond attainment of age twenty-five; provided further, the age eighteen maximum shall be extended for any child who has been found totally incapacitated by a court of competent jurisdiction for as long as such incapacity exists. Upon a child ceasing to be a dependent child, his or her allowance shall terminate, and there shall be a redetermination of the amounts payable to any remaining dependent children.

(3) If a benefit is not payable or ceases to be payable under section 1 or 2, then the difference between such accumulated employee contributions and such aggregate amount of allowance payments shall be payable to the beneficiary of record.

(b) If a participant leaves the city prior to his normal retirement date and dies prior to his retirement date, such benefits shall be paid as follows:

(1) The surviving spouse to whom the participant was married to for not less than two years immediately preceding the time of the participant's death, shall receive the benefit amount provided by Option A from 40-399(f) effective the first of the month following when the participant would have reached their normal retirement date.

(c) Prior to LAGERS Administrative Effective Date, if a retired member of the fire department dies, the widow or widower shall be paid out of the firefighters' retirement fund monthly a pension equal to 50 percent of the benefit the retired participant was receiving before his or her death, and all the participant's children under the age of 18 years shall be paid 25 percent of the benefit amount for each child, with a maximum of 50 percent of said benefit being paid among all children under the age of 18 years. If there is no widow or widower, or if the widow or widower dies, the monthly payment provided for such widow or widower shall be divided equally among the children who are living and under the age of 18 years.

(d) The board of trustees may require such proper proof of death and such evidence of the right of any person to receive the death benefit payable as a result of the death of a participant as the board may deem desirable. The board of trustee's determination of death and the rights of any person to receive payment shall be conclusive.

(e) The benefit payable under the section shall be paid pursuant to the provisions of this article.

(Ord. No. 9130, § 2(32-104), 3-29-1999; Ord. No. 9698, § 1, 12-15-2008; Ord. No. 10037, § 4, 12-5-2012)

Sec. 40-403. Benefits upon termination from employment prior to retirement.

As of the LAGERS Administration Effective Date, all participants' vested portion shall be 100%. Prior to the LAGERS Administration Effective Date, benefits upon termination from employment prior to retirement were administered as follows:

(a) If a participant terminates employment prior to his normal retirement date he shall be entitled to the greater of his employee contribution benefit credited with interest, as stated in subsection (2) of the term "employee contribution benefit" in section 40-265, or a deferred benefit payable for life on his normal retirement date equal to his vested accrued benefit. That portion of a terminated participant's accrued benefit that is not vested shall be forfeited and used only to reduce future costs of the firefighters' retirement fund.

(b) The vested portion of any participant's accrued benefits shall be a percentage of such participant's accrued benefit determined on the basis of the participant's number of years of service according to the following schedule:

Vesting Schedule	
Years of Service	*Percentage*
0—less than 1	0
1—3	25
4—6	50
7—9	75
10	100

If a participant incurs more than four one-year breaks in service from his date of termination and is subsequently reemployed by the city, his pre-break service shall be disregarded for the purposes of benefit accruals and vesting.

(c) Automatic rollover provisions. If the participant terminates employment and his vested interest in the plan, excluding amounts attributable to any rollovers participant made into the plan, does not exceed $5,000.00, then a lump sum distribution will be made to participant as soon as administratively practicable following participant's termination of employment. However, participant may elect whether to receive the distribution or to roll over the distribution to another retirement plan such as an individual retirement account (IRA). At the time of participant's termination of employment, the plan administrator will provide participant with further information regarding participant's distribution rights. If the amount of the distribution, including amounts attributable to any rollovers participant made into the plan, is more than $1,000.00 and participant does not elect either to receive or to roll over the distribution, then under the new law, participant's distribution must be rolled over to an IRA. The IRA provider will invest the rollover funds in a type of investment designed to preserve principal and provide a reasonable rate of return and liquidity (e.g., an interest-bearing account, a certificate of deposit or a money market fund). The IRA provider will charge participant's account for any expenses associated with the establishment and maintenance of the IRA and with the IRA investments. The participant may transfer the IRA funds at any time to any other IRA you choose. The participant may contact the plan administrator at the address and telephone number indicated in the city fire department for further information regarding the plan's automatic rollover provisions, the IRA provider, and the fees and expenses associated with the IRA.

(Ord. No. 9130, § 2(32-105), 3-29-1999; Ord. No. 9476, 1-17-2006)

Sec. 40-404. Distribution of benefits.

(a) Distributions with respect to the return of an employee's employee contribution benefit shall be paid in the form of a lump sum as soon as administratively feasible after completion of the annual valuation subsequent to the event which caused the distributable event.

(b) For payments other than those mentioned in subsection (a) of this section, payments shall be made from the firefighters' retirement fund in the form of an annuity. However, such annuity may not be in any form that will provide for payments over a period extending beyond the life of the participant. Payments shall begin on a participant's retirement date.

(c) Notwithstanding any provision of this article to the contrary, the distribution of a participant's benefits made on or after January 1, 1985, whether under the firefighter's retirement fund or through the purchase of an annuity contract, shall be made in accordance with the Internal Revenue Code. .

(d)

(Ord. No. 9130, § 2(32-106), 3-29-1999)

Sec. 40-405. Limitations on benefits.

(a) The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Alternate payee, qualified domestic relations order and *earliest retirement age* shall have the meanings set forth under Internal Revenue Code section 414(p).

(b) All rights and benefits, including elections, provided to a participant in the firefighters' retirement fund shall be subject to the rights afforded to any alternate payee under a qualified domestic regulations order. Furthermore, a distribution to an alternate payee shall be permitted if such distribution is authorized by a qualified domestic relations order, even if the affected participant has not reached the earliest retirement age.

(Ord. No. 9130, § 2(32-107), 3-29-1999)

Sec. 40-406. In service retirement.

(a) Effective June 1, 2022, participants may begin to receive benefits upon reaching their normal retirement date, regardless of continued employment status.

Secs. 40-407—40-423. Reserved.

DIVISION 6. INTERNAL REVENUE CODE SECTION 415 LIMITATIONS

Sec. 40-424. Annual benefit.

(a) The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Annual benefit means the benefit payable annually under the terms of this article, exclusive of any benefit not required to be considered for purposes of applying the limitations of Internal Revenue Code section 415 to the firefighters' retirement fund, payable in form of a straight life annuity with no ancillary benefits.

(b) If the benefit under this article is payable in any other form, the annual benefit shall be adjusted to the equivalent of a straight life annuity pursuant to section 40-426(e).

(Ord. No. 9130, § 2(32-111), 3-29-1999)

Sec. 40-425. Maximum annual benefit.

(a) Notwithstanding the foregoing and subject to the exceptions in this section, the maximum annual benefit payable to a participant under this article in any limitation year shall equal the lesser of:

(1) $90,000.00; or

(2) 100 percent of the participant's 415 compensation average over the three consecutive limitation years (or actual number of limitation years for employees who have been employed for less than three consecutive limitation years) during which the employee had the greatest aggregate 415 compensation from the city.

(b) For purposes of applying the limitations of Internal Revenue Code section 415, the 415 compensation shall include the participant's wages, salaries, fees from professional service and other amounts for personal services actually rendered in the course of employment with an employer maintaining the firefighters' retirement fund (including, but not limited to, bonuses and in the case of a participant who is an employee within the meaning of Internal Revenue Code section 401(c)(1) and the regulations thereunder, the participant's earned income (as described in Internal Revenue Code section 401(c)(2) and the regulations thereunder) paid during the limitation year.

(c) For the purpose of applying the limitations of Internal Revenue Code section 415, the limitation year shall be the firefighter's retirement fund year.

(d) Notwithstanding anything in this article to the contrary, the maximum annual benefit for any participant in a defined benefit firefighter's retirement fund in existence on July 1, 1982, shall not be less than the protected current accrued benefit payable annually, provided for under question T-3 of Internal Revenue Service Notice 83-10.

(e) Notwithstanding anything in this article to the contrary, if the firefighter's retirement fund was in existence on May 6, 1986, and had complied at all times with the requirements of Internal Revenue Code section 415, the maximum annual benefit for any individual who is a participant as of the first day of the limitation year beginning after December 31, 1986, shall not be less than the current accrued benefit. The term "current accrued benefit" means a participant's accrued benefit under the firefighters' retirement fund, determined as if the participant had separated from service as of the close of the last limitation year beginning before January 1, 1987, when expressed as an annual benefit within the meaning of Internal Revenue Code section 415(b)(2). In determining the amount of a participant's current accrued benefit, the following shall be disregarded:

(1) Any change in the terms and conditions of the firefighters' retirement fund after May 4, 1986; and

(2) Any cost of living adjustment occurring after May 5, 1986.

(f) The dollar limitation under Internal Revenue Code section 415(b)(1)(A) stated in subsection (a)(1) of this section shall be adjusted annually as provided in Internal Revenue Code section 415(d) pursuant to the regulations. The adjusted limitation is effective as of January 1 of each calendar year and is applicable to limitations years ending with or within that calendar year.

(g) The limitation stated in subsection (a)(2) of this section for participants who have separated from service with a non-forfeitable right to an accrued benefit shall be adjusted annually as provided in Internal Revenue Code section 415(d) pursuant to the regulations prescribed by the Secretary of the Treasury.

(Ord. No. 9130, § 2(32-112), 3-29-1999)

Sec. 40-426. Adjustments to annual benefit and limitations.

(a) If the annual benefit begins before age 62, then the $90,000.00 limitation shall be reduced in such manner as the Secretary of the Treasury shall prescribe which is consistent with the reduction for old-age insurance benefits commencing before the Social Security Retirement Act. However, such benefit limitation shall not be adjusted before $50,000.00 as adjusted annually as provided in Internal Revenue Code section 415(d).

(b) Notwithstanding subsection (a) of this section, for limitation years beginning prior to January 1, 1987, the $90,000.00 limit shall not be reduced if the annual benefit begins on or after age 62. If the annual benefit begins before age 62, the $90,000.00 limitation shall be reduced so that it is the actuarial equivalent of the $90,000.00 limitation beginning at age 62. However, the $90,000.00 limitation shall not be actuarially reduced to less than:

(1) $75,000.00 if the annual benefit commences on or after age 55; or

(2) The amount which is the actuarial equivalent of the $75,000.00 limitation at age 55 if the annual benefit commences prior to age 62 or the $75,000.00 limitation applicable prior to age 55, pursuant to the definition of the term "actuarial equivalent" in section 40-265 except that the interest rate assumption shall be the greater of five percent or the rate specified in the definition of the term "actuarial equivalent" in section 40-265 and the mortality decrement shall be ignored to the extent that a forfeiture does not occur at death.

(c) For all other plans, if the annual benefit begins before age 62, then the $90,000.00 limitation shall be reduced so that it is the actuarially equivalent of the $90,000.00 limitation beginning at age 62. However, the $90,000.00 shall not be actuarially reduced to less than:

(1) $75,000.00 if the annual benefit commences on or after age 55; or

(2) The amount which is the actuarial equivalent of the $75,000.00 limitation at age 55 if the annual benefit commences prior to age 55. For purposes of adjusting the $90,000.00 limitation applicable prior to age 62 or the $75,000.00 limitation applicable prior to age 55, pursuant to the definition of the term "actuarial equivalent" in section 40-265 except that the interest rate assumption shall be the greater of five percent or the rate specified in the definition of the term "actuarial equivalent" in section 40-265 and the mortality decrement shall be ignored to the extent that a forfeiture does not occur at death.

(d) If the annual benefit begins after age 65, the $90,000.00 limitation shall be increased so that it is the actuarial equivalent of the $90,000.00 limitation at age 65.

(e) For purposes of adjusting the annual benefit to a straight life annuity, the adjustment shall be made pursuant to the definition of the term "actuarial equivalent" in section 40-265 except that the interest rate assumption shall be the greater of five percent or the rate specified in the definition of the term "actuarial equivalent" in section 40-265.

(f) For purposes of adjusting the $90,000.00 limitation applicable after age 65, the adjustment shall be made pursuant to the definition of the term "actuarial equivalent" in section 40-265 except that the interest rate assumption shall be the lesser of five percent or the rate specified in the definition of the term "actuarial equivalent" in section 40-265 and the mortality decrement shall be ignored to the extent that a forfeiture does not occur at death.

(g) For purposes of section 40-424 and subsections (a) and (b) of this section, no adjustments under Internal Revenue Code section 415(d) shall be taken into account before the limitation year for which such adjustment first takes effect.

(Ord. No. 9130, § 2(32-113), 3-29-1999)

Secs. 40-427—40-450. Reserved.

DIVISION 7. AMENDMENT, TERMINATION AND MERGERS

Sec. 40-451. Amendment.

The city shall have the right at any time to amend this article. However, no such amendment shall authorize or permit any part of the firefighters' retirement fund to be used for or diverted to purposes other than for the exclusive benefit of the participant's or their beneficiaries or estates; no such amendment shall cause any reduction in the amount credited to the account of any participant or cause or permit any portion of the firefighters' retirement fund to revert to or become the property of the city. Any such amendment shall become effective as provided therein upon its execution. For the purposes of this section, an amendment which has the effect of eliminating or reducing an early retirement benefit or eliminating an option form of benefit (as provided in treasury regulations) shall be treated as reducing the amount credited to the account of a participant.

As of the LAGERS Administration Effective Date, no further amendments shall be made except as necessary to comply with applicable law or by mutual agreement with the LAGERS Board of Trustees.

(Ord. No. 9130, § 2(32-120), 3-29-1999)

(Ord. No. 9130, § 2(32-121), 3-29-1999)

Secs. 40-453—40-472. Reserved.

DIVISION 8. MISCELLANEOUS

Sec. 40-473. Participant's entitlements.

This article shall not be deemed to constitute a contract between the city and any participant or to be a consideration or an inducement for the employment of any participant or employee. Nothing contained in this article shall be deemed to give any participant or employee the right to be retained in the service of the city or to interfere with the right of the city to discharge any participant or employee at any time regardless of the effect which such discharge shall have upon him as a participant of the firefighters' retirement fund.

(Ord. No. 9130, § 2(32-126), 3-29-1999)

Sec. 40-474. Construction of chapter.

This article and the firefighters' retirement fund shall be construed and enforced according to the laws of the state.

(Ord. No. 9130, § 2(32-127), 3-29-1999)

Sec. 40-475. Gender and number.

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any works are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

(Ord. No. 9130, § 2(32-128), 3-29-1999)

Sec. 40-476. Legal action.

In the event any claim, suit, or proceeding is brought regarding the firefighters' retirement fund or this article established hereunder to which the board of trustees may be a party, either jointly or as individual trustees, and such claim, suit, or proceeding is resolved in favor of the board of trustees or an individual trustee, it or they shall be entitled to be reimbursed from the firefighters' retirement fund for any and all costs, attorney's fees, and other expenses pertaining thereto incurred by them for which they shall have become liable.

(Ord. No. 9130, § 2(32-129), 3-29-1999)

Sec. 40-477. Prohibition against diversion of funds.

(a) Except as provided in subsection (b) of this section and otherwise specifically permitted by law, it shall be impossible by:

  (1) Operation of this article or the firefighters' retirement fund;

  (2) Termination of either;

  (3) Power of revocation or amendment;

  (4) The happening of any contingency;

  (5) Collateral arrangement; or

  (6) Any other means;

for any part of the corpus or income of the firefighters' retirement fund or any funds contributed thereto to be used for, or diverted to, purposes other than the exclusive benefit of participants, retired participant, or their beneficiaries.

(b) In the event the city shall make an excessive contribution under a mistake of fact pursuant to section 403(c)(2)(A) of the Act, the city may demand repayment of such excessive contribution at any time within one year following the time of payment and the board of trustees shall return such amount to the city within the one-year period. Earnings of the firefighters' retirement fund attributable to the excess contributions may not be returned to the city but any losses attributable thereto must reduce the amount so returned.

(Ord. No. 9130, § 2(32-130), 3-29-1999)

Council Agenda

Sec. 40-478. Employer's and trustees' protective clause.

Neither the city nor the board of trustees, jointly or individually, nor their successors, shall be responsible for the validity of any contract issued hereunder or for the failure on the part of the insurer to make payments provided by any such contract or for the action of any person which may delay payment or render a contract null and void and unenforceable in whole or in part.

(Ord. No. 9130, § 2(32-131), 3-29-1999)

Sec. 40-479. Insurer's protective clause.

Any insurer who shall issue contracts hereunder shall not have any responsibility for the validity of this article or for the tax or legal aspects of this article. The insurer shall be protected and held harmless in acting in accordance with any written direction of the board of trustees, and shall have no duty to see to the application of any funds paid to the board of trustees, nor be required to question any actions directed by the board of trustees. Regardless of any provision of this article, the insurer shall not be required to take or permit any action or allow any benefit or privilege contrary to the terms of any contract which it issues hereunder, or the rules of the insurer.

(Ord. No. 9130, § 2(32-132), 3-29-1999)

Sec. 40-480. Receipt and release for payments.

Any payment to any participant, his legal representative, beneficiary, or to any guardian or committee appointed for such participant or beneficiary in accordance with the provisions of this article, shall, to the extent thereof, be in full satisfaction of all claims hereunder against the board of trustees and the city, either of whom may require such participant, legal representative, beneficiary, guardian and committee, as a condition precedent to such payment, to execute a receipt and release thereof in such form as shall be determined by the board of trustees or the city.

(Ord. No. 9130, § 2(32-133), 3-29-1999)

Sec. 40-481. Action by the city.

Whenever the city under the terms of this agreement is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

(Ord. No. 9130, § 2(32-134), 3-29-1999)

Sec. 40-482. Named fiduciaries and allocation of responsibility.

As of the LAGERS Administration Effective Date, the fiduciary to the Sedalia Firefighters Retirement Fund is the Board of Trustees of the Missouri Local Government Employees Retirement System. Prior to, a fiduciary was defined as:

(1) Exercises any discretionary authority or discretionary control respecting management of the firefighters' retirement fund or exercises any authority or control respecting management or disposition of its assets;

(2) Renders investment advice for a fee or other compensation, direct or indirect, with respect to any monies or other property of the firefighters' retirement fund or has any authority or responsibility to do so; or

(3) Has any discretionary authority or discretionary responsibility in the administration of the firefighters' retirement fund, including, but not limited to, the board of trustees, the city, and its representative body.

(Ord. No. 9130, § 2(32-135), 3-29-1999)

Sec. 40-483. Headings.

The headings and subheadings of this article have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

(Ord. No. 9130, § 2(32-136), 3-29-1999)

Sec. 40-484. Reserved.

Editor's note(s)—Ord. No. 10793, § 2, adopted Sept. 17, 2018, repealed § 40-484 which pertained to pre-employment physicals for newly hired firefighters and periodic physicals for all members, and derived from Ord. No. 9130, § 2(32-137), adopted March 29, 1999; and Ord. No. 10777, § 1, adopted Aug. 20, 2018.

BILL NO. ____________________

ORDINANCE NO. ____________

AN ORDINANCE APPROVING AND ACCEPTING A JOINDER AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND THE BOARD OF TRUSTEES OF THE MISSOURI LOCAL GOVERNMENT EMPLOYEES RETIREMENT SYSTEM (LAGERS) FOR THE TRANSITION OF THE ADMINISTRATION OF THE SEDALIA FIREFIGHTERS' RETIREMENT FUND INTO LAGERS.

WHEREAS, the City of Sedalia has identified the need to transition the administration of the Sedalia Firefighters' Retirement System and its assets to the Board of Trustees of the Missouri Local Government Employees Retirement system in the best interests of the city and the present and past members of the fund.

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

Section 1. The Mayor and City Clerk are hereby authorized to execute the following Joinder Agreement between the City of Sedalia and the Board of Trustees of the Missouri Local Government Employees Retirement system.

Section 2. The agreement shall be substantially the same in form and content as the agreement attached hereto and incorporated by reference herein.

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 1st day of December 2025.

____
Presiding Officer of the Council

Approved by the Mayor of said City this 1st day of December 2025.

____
Andrew L. Dawson, Mayor

ATTEST:

____
Jason S. Myers
City Clerk

Council Agenda

Joinder Agreement

WHEREAS, the City of Sedalia ("City") is an employer in the Missouri Local Government Employees Retirement System ("LAGERS") and is the sponsor of the Sedalia Firefighters' Retirement Fund (the "Plan"), which is a plan that is similar in purpose to LAGERS within the meaning of § 70.621.1 RSMo; and

WHEREAS, the Board of Trustees of the Sedalia Firefighters' Retirement Fund ("Board") is the current governing body of the Plan; and

WHEREAS, the Plan is frozen, and the City, Pension Board, and LAGERS wish to enter into an agreement whereby LAGERS assumes all duties and responsibilities of operating the Plan; and

WHEREAS, the Pension Board and the City have complied with the requirements of §§ 105.675 and 70.621.2 RSMo; and

WHEREAS, the current Pension Board for the Plan will dissolve, and LAGERS will assume all operational duties and responsibilities for the Plan, and the board of LAGERS shall become the governing body of the Plan in accordance with § 70.621 RSMo; and

WHEREAS, the City and Board agree that the assets of the Plan shall be transferred to LAGERS' benefit reserve fund, created pursuant to § 70.715 RSMo, upon the termination of the Plan in a manner consistent with state and federal law and regulations; and

WHEREAS, the City shall continue to have sole responsibility for full funding of the Plan, including related expenses; and

WHEREAS, it is understood that in entering into this Agreement the City is also acting as agent for the Board of Trustees of the Sedalia Firefighters' Retirement Fund having first obtained any and all necessary authority to serve as said agent.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, the sufficiency of which is acknowledged, the City and LAGERS (collectively the "Parties") agree as follows:

1. The Board, by and through the City, and the City irrevocably delegates and cedes to LAGERS all duties and responsibilities of operating the Plan in accordance with § 70.621 RSMo.

2. The LAGERS Board of Trustees shall become the governing board of the Plan in accordance with § 70.621 RSMo.

3. The assets of the Plan shall be deposited in LAGERS' benefit reserve fund, created pursuant to § 70.715 RSMo., upon the transfer of the Plan in a manner consistent with state and federal law and regulations.

4. The City will cause the timely delivery to LAGERS staff all personnel and financial data necessary for the administration of the Plan including, but not limited to, the original files for each active participant.

5. In the case of any question as to the membership status, eligibility for a benefit, or any other inquiry related to the Sedalia Firefighters' Retirement Fund, the City and Board agree that LAGERS shall have exclusive jurisdiction to decide such matter in accordance with §§ 70.600 *et. seq.* RSMo. and the regulations promulgated pursuant thereto beginning on the date that LAGERS commences administration of the plan.

6. The City Administrator and the duly authorized designees of the City Administrator are hereby authorized, empowered, and directed to act on behalf of the City and Board to take any and all actions required to transfer administration of the plan as described further herein.

7. To the fullest extent permitted by law, the City and Board shall **defend, indemnify, and hold harmless** LAGERS, together with its trustees, officers, employees, and agents, from and against any and all claims, demands, causes of action, liabilities, losses, damages, judgments, penalties, court costs, and reasonable expenses—including, without limitation, reasonable attorneys' fees—arising out of or relating to
    a. the transaction contemplated by this Agreement,
    b. any error in the benefit amount or plan features for a participant or beneficiary that the City determines and communicates to LAGERS as determined by
        i. LAGERS or
        ii. a court of competent jurisdiction, and
    c. any act, omission, misstatement, occurrence, or other circumstance relating to the Plan that occurred—or is alleged to have occurred—**before the Effective Date** of this Agreement, regardless of whether the resulting claim is asserted before or after that date.

    This indemnity applies regardless of the legal theory asserted (contract, tort, statute, or otherwise) and is in addition to, and not in lieu of, any other rights or remedies available to LAGERS. Nothing in this provision shall require the City to indemnify LAGERS for liabilities arising solely from obligations expressly imposed on LAGERS by §§ 70.600 et seq., RSMo.

8. LAGERS, to the extent permitted by law, agrees to hold the City harmless from any liability with respect to this transaction arising out of the intentional error or omission of LAGERS, apart from those obligations imposed on the City under its Charter, Code, and Ordinances, provided the transaction is completed according to the terms contained herein.

9. The City Administrator, and the duly authorized designees of the City Administrator, are hereby authorized and directed to take any and all actions required to place the foregoing resolutions into effect. Such actions, to the extent necessary, shall include amending applicable charters, codes, ordinances, regulations, or other governing documents. Such actions are to be taken promptly in accordance with applicable local, state, and federal laws and procedures.

10. LAGERS shall commence administration of the prior plan and assume all aforementioned duties, responsibilities, and obligations contained herein on a mutually agreed to date between the parties provided that, in no event, shall LAGERS be obligated to commence administration before the City and Board have satisfactorily completed their obligations hereunder. Determination of the sufficiency of completion shall be in the sole discretion of LAGERS but shall not be withheld unreasonably.

11. IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year last executed by a party below and acknowledge receipt of one copy of the contract.

CITY OF SEDALIA	MISSOURI LOCAL GOVERNMENT EMPLOYEES RETIREMENT SYSTEM
______________________	______________________
Title: ______________________	Title: ______________________
Date: ______________	Date: ______________
ATTEST:	ATTEST:
______________________	______________________
Title: ______________________	Title: ______________________
Date: ______________	Date: ______________

APPROVED AS TO FORM:

____

Legal Counsel

BOARD OF TRUSTEES OF THE SEDALIA FIREFIGHTERS' RETIREMENT FUND OF CITY OF SEDALIA

____

Title: ______________________

Date: ______________

ATTEST:

____

Title: ______________________

Date: ______________

APPROVED AS TO FORM:

____

Legal Counsel

SEDALIA
Let's Cross Paths

City of Sedalia
Human Resources Department
200 S. Osage
Sedalia, MO 65301
(660) 827-3000 www.sedalia.com

November 24, 2025

City Administrator Wirt,

In June of 2022, the City Council voted to approve moving the Fire Department personnel over to LAGERS from the Fire Pension Plan. At that time, the Fire Pension Plan was frozen.

Since then, we have been in the process of moving towards LAGERS managing the frozen pension plan.

This change will not change the benefits nor does it change the benefits that are currently being paid/received by the Firefighter Retirement Fund. The only change is, if someone is currently receiving a check from the Firefighter Retirement Fund, if this change is approved, they would begin receiving a check from LAGERS.

This only changes who manages the funds.

The Firefighter Retirement Fund is currently managed by the City of Sedalia and has not performed as well as LAGERS.

Currently the Firefighter Retirement Fund is only funded at around **70%,** whereas, LAGERS is funded at **92.3%.**

About LAGERS

LAGERS is a statewide public pension system established under Missouri law to provide retirement, disability, and survivor benefits to local government employees. It is managed by an independent Board of Trustees and operates solely for the benefit of its members and beneficiaries.

Additional Information about LAGERS (Fiscal Year 2025)

Expenses

- Fiscal year 2025 expenses totaled $544,037,034, an 8.7% increase over the previous year.
- The increase reflects growth in the retiree population from fiscal year 2024.
- Cost-of-living adjustments (COLAs) ranging from 3% to 4% were granted to retirees and beneficiaries retired for more than 12 months as of June 30, 2024.

Investments

- Fiscal year 2025 investment return: 6.4%
- 5-year average: 8.6%
- 10-year average: 7.7%
- 20-year average: 7.6%

LAGERS investments are governed by the Prudent Person Rule, emphasizing care, diligence, skill, and diversification. Professional advisors manage investments in accordance with statutory authority and board policy.

Funding

- As of June 30, 2025, LAGERS' funded status was 92.3%, reflecting strong fiscal discipline.
- Each participating political subdivision maintains its own funded ratio through annual actuarial valuations.

With the proposed transition of the frozen Fire Fighter's Pension Retirement Fund over to LAGERS, the City has been working with LAGERS and the City Attorney on the below steps.

The following steps must be completed in order for the City of Sedalia and LAGERs to adopt this plan change:

- **Vote of the membership of the Firefighters' Retirement Fund approving LAGERS administration.**
    - **Status:** Completed.
        - We sent out ballots and a copy of the updated plan document to active employees and all retirees in the Fire Pension Plan.
        - We received back 46 votes:
            - 1 no vote
            - 1 vote of neither (yes or no)
            - 44 yes votes
- **LAGERS to finalize its review of the plan document for restatement.**
    - **Status:** Completed.

- **Adoption of the restated plan document by the pension board of the Firefighters' Retirement Fund's and the City.**
    - **Status:** Completed.
- **Review of LAGERS draft joinder agreement**
    - **Status:** Completed.
- **Completion of updated follow-up actuarial valuation**
    - **Status:** Completed.
    - **Pension board of the Firefighters' Retirement Fund adopts and executes the joinder agreement**
        - **Status:** Completed.
    - **City Council adopts and executes the joinder agreement**
        - **Status:** Pending Council Approval
    - **City sends executed joinder agreement and restated plan document to LAGERS**
        - **Status:** Pending Council Approval
    - **LAGERS Board of Trustees approves affiliation of the plan**
        - **Status:** Pending December's Board Meeting
    - **Onboarding process begins**
        - **Status:** Pending

Sincerely,

Shannon Ramey-Trull
Human Resources Director

BILL NO. ____________________

ORDINANCE NO. ____________

AN ORDINANCE AUTHORIZING AN AGREEMENT FOR WAYFINDING SIGNAGE.

WHEREAS, the City of Sedalia, Missouri, has received a proposal from Yonker Contracting, LLC for Wayfinding signage; and

WHEREAS, under the proposal, the City of Sedalia, Missouri, shall pay the sum and amount of Five Thousand dollars ($5,000.00) per sign to Yonker Contracting, LLC for said project as described in the proposed agreement attached to this ordinance and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby authorizes the agreement by and between the City of Sedalia, Missouri and Yonker Contracting, LLC as it has been proposed and attached hereto.

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

Section 3. The City Clerk is hereby directed to file in his office a copy of the grant 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 1st day of December 2025.

____
Presiding Officer of the Council

Approved by the Mayor of said City this 1st day of December 2025.

____
Andrew L. Dawson, Mayor

ATTEST:

____
Jason S. Myers
City Clerk

Council Agenda

SEDALIA
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
Subject: IFB 2026-007 Wayfinding Signs No Bids Received and Request for Approval of Quote and Contract

The City of Sedalia was awarded a Missouri Department of Tourism FY26 Marketing Platform Development Grant (Wayfinding Signage) for $60,000 with a match of $30,000. The grant cycle ends June 30, 2026. Council approved the grant agreement and the budget amendment for the match funds at the November 15, 2025 Council Meeting.

The Public Works Department sought bids from qualified vendors for the design, fabrication and installation of wayfinding signage and the bids were due August 12, 2025. With no bids received from the Invitation for Bids (IFB), Public Works then reached out to vendors to request a quote for the project.

Yonker Contracting, 24800 Springfork Rd., Sedalia, MO, was the only vendor to submit a quote for the complete project. Their quote for design, fabrication and installation is $5,000 per wayfinding sign, which would provide for twelve wayfinding signs located throughout the City in the right of way. City Staff along with Sedalia Convention & Visitors Bureau Staff recommend accepting the attached quote and contract for the completion of the project.

CONTRACT AGREEMENT
BY AND BETWEEEN
THE CITY OF SEDALIA, MISSOURI AND Yonker Contracting, LLC

This agreement ("Contract") made and entered into this 13 day of November, 2025 by and between the City of Sedalia, Missouri, hereinafter referred to as the "City "and Yonker Contracting, LLC hereinafter referred to as the "Contractor" whose principal place of business is located at 24800 Spring Fork Rd Sedalia, MO 65301

Witnesseth: The City and Contractor, for the consideration stated herein, agree as follows:

Scope of Work

It is understood and agreed that said labor, materials, tools, equipment, and service shall be furnished and said work performed and completed under the direction and supervision of Contractor and subject to the approval of the City or its authorized representative. All work will be in strict accordance with the drawings and specifications found in **Exhibit A** to this Contract. Contractor will work with City to obtain permits from and agreements MoDot for signage placed within their right of way and adhere to those specific requirements.

Contractor will need to provide:
Traffic control plans as necessary to City (48-hour notice is required for lane and road closures)
Erosion and sedimentation control
Daily clean up
Final surface restoration (asphalt, concrete, topsoil, seeding)

Contract Price

Subject to annual appropriation by the City Council, as just compensation the City shall pay Contractor for the satisfactory performance of the work, subject to any additions or deductions as provided in written change orders and other written modifications signed by the City and the Contractor. The contract price is $5,000/sign based upon the unit and/or lump sum prices extended as herein contained. The contract price may not be exceeded without prior written agreement by both Parties to this Agreement.

Time

Contractor agrees to commence work within 30 days after the date of the City's notice to proceed. Contractor further agrees to reach completion of all work by April 15, 2026 time being of the essence.

Payment

All items, including labor and materials for the Work will be paid in a single lump sum payment, less a five percent (5%) retainage (unless a 10% retainage is permitted according to statute), to the Contractor within thirty (30) days after the latest of the following occurrences:

- The date upon which the written invoice for such materials and services is delivered by hand, or by U.S. Mail, to the Elizabeth Nations at 200 South Osage Ave., Sedalia, Missouri, 65301; or
- In the event that the contractor approves the City's estimate, the date upon which notice of the Contractor's written approval of the City's estimated price is duly delivered by hand, or by U.S. Mail, to the City Clerk at 200 South Osage Ave., Sedalia, Missouri, 65301.

The Contractor shall comply with the Missouri Public Prompt Payment Act (Sections 8.960 and 8.962, RSMo) regarding payments to subcontractors and material suppliers in relation to this Contract.

The City expressly reserves its rights to withhold, in good faith, payment or final payment in accordance with Sections 8.960 and 8.962, RSMo, and in accordance with this Contract. Final payments will be made in accordance with Sections 8.960 and 8.962, RSMo.

Construction Guarantee

Contractor guarantees that all materials and equipment, furnished by Contractor, and all work shall be free from defects owing to faulty materials or workmanship for a period of one (1) year after date of substantial completion of all work. All work that proves defective, due to faulty materials or workmanship within said period of one year, shall be replaced or otherwise remedied by Contractor to City's satisfaction free of cost to City. This guarantee shall not operate as a waiver of any of City's rights and remedies for default under or breach of this Contract, which rights and remedies may be exercised at any time within the period of any applicable statute of limitations. If Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee as set forth in this Section, City may have the defects or inferior materials, equipment and/or workmanship corrected and Contractor and his surety shall be liable for all expense incurred.

Obligations of City and Contractor

City shall furnish to Contractor all available information as listed in the IFB that may be useful for the work to be performed under this Contract. The City shall designate a representative who shall serve as the principal contact and give directions to Contractor throughout the duration of the Contract. Contractor represents that it has, or shall secure at its expense, all personnel, including subcontractors, required to fully and satisfactorily perform and timely complete the work.

Reports of Work

City and Contractor shall schedule progress meetings at appropriate intervals throughout the performance of this Contract in order to provide for the exchange of information related to the status of the work, anticipated progress, and any problems that have occurred or are anticipated.

Changes to the Contract

Changes can be made to this Contract in any of the following ways:

a. The parties may agree in writing to modify the scope of the Contract with prior written agreement signed by both parties. An increase or decrease in the price of this contract resulting from such modification shall be agreed to by the parties by prior written agreement, signed by both parties.

b. The City may order changes within the general scope of this Contract at any time by written notice to the Contractor. Changes within the scope of this Contract include, but are not limited to, things such as work to be performed and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the City credit for any savings. Said compensation shall be determined by mutual agreement between the parties in writing prior to any additional costs being incurred.

Contractor Responsibility for Owner's Property

Contractor shall be responsible for damages to City property caused by work performed by Contractor and/or its subcontractors. Contractor shall be responsible for maintaining the area surrounding and adjoining the work site in its current condition. Property damage to surrounding or adjoining areas caused directly or indirectly by actions or omissions of Contractor or its subcontractors shall be replaced or remedied by Contractor to City's satisfaction, at Contractor's expense.

Subcontracts and Assignments

No portion of the work to be performed or goods to be furnished under this Contract shall be subcontracted without prior written consent from the City. In the event, the Contractor wishes to subcontract some part of the work, the Contractor shall furnish the City the name(s), qualifications, and experience of the proposed subcontractor(s). Any consent to subcontract shall not waive Contractor's responsibility and liabilities for the full, timely and satisfactory performance of this Contract and Contractor shall remain fully liable and responsible for the work to be done by its subcontractors and shall assure compliance with all requirements of the Contract.

No portion of the work to be performed under this Contract shall be assigned without prior written consent from the City.

Insurance

The Contractor must have and maintain, at the Contractor's expense, adequate liability to protect the City and the general public against any loss, damage and/or expense related to the Contractor's performance under this Contract. The insurance coverage shall include, but need not be limited to, the following coverages in the amounts specified. Such insurance must indemnify the City to the fullest extent possible under the laws of the State of Missouri. General Liability Insurance with a company authorized to do business in the State of Missouri with limits of liability not less than One Million Dollars

($1,000,000.00) per occurrence for personal injuries (including death) and property damage, and Two Million Dollars ($2,000,000.00) aggregate. The City of Sedalia must be named as an additional insured. Automobile Liability Insurance with a company authorized to do business in the State of Missouri having limits of liability not less than One Million Dollars ($1,000,000.00) per occurrence for personal injuries (including death). The City of Sedalia must be named as an additional insured. Workers' Compensation Insurance with a company authorized to do business in the State of Missouri at the statutory requirements.

The Contractor will require all subcontractors to provide and maintain like insurance as set forth above unless the Contractor's policies extend to claims made against or growing out of operations of the subcontractor. Written evidence of the required insurance coverage must be submitted before or upon award of the contract. Such policy(ies) shall name the City of Sedalia, including its officers, agents, and employees, as additionally insured. Failure to maintain required insurance coverage shall be considered a breach of this Contract. Contractor understands and agrees that the insurance required under the terms of the contract in no way precludes the Contractor from carrying such other insurance as may be deemed necessary by the Contractor for the operation of the Contractor's business or for the benefit of the Contractor's employees.

Notwithstanding any other provision of the Contract to the contrary, no insurance procured by the Contractor shall be construed to constitute a waiver of any sovereign immunity as set forth in section 537.600 through 537.650 of the Missouri Revised Statutes, nor any other defense or immunity available to the City, its City Council, salaried officers or employees, nor constitute waiver of any available defense. The Contractor shall cause all policies of insurance related to the contract to be endorsed in accord to this subparagraph by specifically stating in the policy: "Nothing contained in this policy will be construed to broaden the liability of the insured (City, and its officers, agents, and employees) beyond the provisions of Sections 537.600 to 537.610 of the Missouri Statutes, as may be amended from time to time, nor to abolish or waive any defense at law which might otherwise be available to the insured (City, and its officers, agents, and employees)."

It is the sole responsibility of the Contractor to provide the City with the most up-to-date insurance certificates and to keep them current throughout the term of the contract and for any renewal periods. Any failure to maintain insurance coverage shall not relieve any contractual responsibility, obligation or liability under this Contract.

Local Products Preference

The Contractor shall comply with the Missouri Domestic Products Procurement Act (Sections 34.350 to 34.359, RSMo), which requires manufactured goods or commodities used and supplied in the performance of a contract for construction, alteration, repair, or maintenance of any public works, which contract is valued at $25,000 or more, to be manufactured or produced in the United States.

The Contractor shall comply with provisions of the purchasing policy for the City of Sedalia which include a local products preference policy, a copy of which policy is available upon request to the City Clerk.

Indemnification

Contractor hereby binds itself and its successors to indemnify, defend, and save harmless the City of Sedalia, its officers, agents, and employees, from all suits and actions of every name and description brought against it or them, and all costs or damages to which it or they may be put on account of, or by reason of any injury or alleged injury to the person or property of another, resulting from or on account of the acts, errors or omissions, recklessness, or intentionally wrongful conduct of Contractor or Contractor's employees or agents, including subcontractors and their employees and agents in the performance of this Contract, including any and all liability, loss, or expense occasioned by any violation of any copyrights or patent rights by Contractor or any of its subcontractors in the performance of the work, and that the whole or so much of the moneys due to Contractor under and by virtue of this Contract, as such or may be considered necessary by City, shall and may be retained until all such suits and claims for damages as aforesaid shall have been settled, and evidence to that effect furnished to City's satisfaction. Contractor further agrees to indemnify and save City harmless against any and all claims, suits or demands that may accrue to, be suffered by, or adjudicated against it by reason of any injury sustained by any of Contractor's employees in and about the said work or services, including the provisions of the Workman's Compensation Law or any amendments thereto, and Contractor shall produce certificates or other satisfactory evidence of ample protection against such liability. This indemnification shall not and shall not be construed to waive any immunity or defense of the City of Sedalia, its officers, agents, or employees.

Bonds

The Contractor shall furnish a Performance Bond, a Maintenance Bond, and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City. Each bond shall be in the total amount of the Contract conditioned upon the full and faithful performance of all major terms and conditions of this contract, the guarantee and warranty of the work performed pursuant to this Contract for two (2) years, and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract and the surety bond(s) hereto attached for its performance, maintenance, or payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this Contract until such new or additional security for the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

Testing and Inspection

The City reserves the right to conduct any test/inspection it may deem advisable to assure supplies, materials and services conform to specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect or reject materials or supplies shall not impose liability on City for such materials or supplies as are not in accordance with the specifications.

Termination

Subject to the provisions below, City may terminate this Contract upon thirty (30) days advance written notice to Contractor. Upon receipt of a notice of termination, Contractor shall cease all work underway unless advised by City to do otherwise. In the event of termination, Contractor shall be compensated only for such portion of the work that has been performed to City's satisfaction as of the date of termination. Unless advised by the City otherwise, any termination notice shall not relieve Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination.

Termination for Convenience: The City may terminate this Contract for the convenience of the City without the required thirty (30) days advance notice. The City shall be responsible for payment for work satisfactorily performed up to the termination date.

Termination for Cause: The City may terminate this Contract for breach of any of the terms of this Contract. In case of Contractor's breach, the City may hold Contractor responsible for any resulting additional purchase and administrative costs. Any payment due to Contractor at the time of termination may be adjusted to the extent of any additional costs occasioned to City by reason of Contractor's default. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this contract shall be terminated.

Default

In case of Contractor's failure to satisfactorily and timely perform the work in accordance with the Contract terms and conditions, the City, after written notice to Contractor, may procure completion of the work from other sources and hold Contractor responsible for any resulting additional costs. This remedy shall be in addition to any other remedies which the City may have.

Compliance with all laws

Contractor shall comply with all federal, state, and local statutes, ordinances, and regulations, now in effect or hereafter adopted, in the performance of this Contract. Contractor represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional license and permits necessary for performance of this Contract prior to the initiation of work. If Contractor is a corporation, limited liability company, or other legal entity, Contractor expressly represents that it is in good standing in the State of Missouri and will remain in good standing throughout the term of this Contract. Contractor shall always observe all health and safety measures and precautions necessary for the sanitary and safe performance of the Contract work.

Prevailing Wage: If this Contract is valued over $75,000, it is agreed that all labor utilized in the installation of this work shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. The Contractor will forfeit the penalty to the City of Sedalia of $100 per day (or portion of a day) if a worker is paid less than the prevailing rate for any work done under the Contract by the Contractor or by any subcontractor. It is the responsibility of the Contractor to maintain these records and provide them to the City upon request. Failure to do so shall be considered a material breach of this Contract.

OSHA Safety Training: Contractors and subcontractors shall comply with Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the work described in this Contract provide and require its on-site employees to complete a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations that is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation. Contractors and subcontractors in violation of this provision will forfeit to the City, Two Thousand Five Hundred Dollars ($2500.00) plus One Hundred Dollars ($100.00) a day for each employee who is employed without training.

Missouri Immigration Law Affidavit: Contractor shall affirm by sworn affidavit and provision of documentation the Contractor has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the Contractor will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Contract, affirming that the company has a federal work authorization program, and affirming that it will not employ unauthorized aliens in connection with the work. The Contractor will also provide documentation for the use of the federal work authorization program.

Anti-Discrimination Against Israel: Contractor hereby certifies in accordance with Sec. 34.600, RSMo that for the duration of this Contract, Contractor has not and will not be engaged in a boycott of: Goods or services from the State of Israel; Companies doing business in, or with, Israel; Companies authorized by, licensed by, or organized under, the laws of the State of Israel; or Persons or entities doing business in the State of Israel.

Business license: The Contractor shall be required to obtain or to prove possession of a valid business license issued by the City of Sedalia pursuant to Chapter 12 of the City Code.

Applicable Laws and Courts

This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns and shall be governed in all respects by the laws of the State of Missouri and any litigation with respect thereto shall be brought in the Circuit Courts of Pettis County. Contractor shall comply with applicable federal, Missouri, and City of Sedalia laws and regulations.

Entire Agreement

This Contract contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto, and signed by both parties.

Severability

If any term or provision of this Contract is held invalid or unenforceable, the remainder of this agreement will be considered valid and enforceable to the fullest extent permitted by law.

Notice

For any and all notices required under this Contract, the parties designate the following contact information.

For Contractor:

For City: Elizabeth Nations -enations@sedalia.com (660)851-7636

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and first above written in (3) counterparts each of which shall for all purposes be deemed an original.

City of Sedalia

____

City Administrator
City of Sedalia

Contractor

Kris Yonker

Yonker Contracting LLC

Title Owner/operator

Council Agenda

EXHIBIT A

City of Sedalia
Invitation for Bids

The City of Sedalia, Missouri ("City") is inviting bids from qualified vendors for the following project:

2026-007 Wayfinding Signs

Statement of Intent

The City of Sedalia invites bids from qualified vendors for the design, fabrication, and installation of wayfinding signage at various locations within Sedalia. These signs will be distinctive in appearance (see Appendix 1). This project is grant funded, and the exact quantity of signs purchased will depend on the bid price that allows us to maximize the amount purchased within the available grant funds. While the City has a specific vision for how the signs should look, the City will rely on the vendor's expertise and knowledge on specific materials to ensure the signs can stand up to the weather and other conditions.

Scope of Work

The City of Sedalia will be installing wayfinding signs along certain City right of ways and MoDOT right of ways. (See Appendix 2 for map of estimated placement of signs). The work will include all labor, materials, equipment, fabrication, transportation, supervision or other facilities, duties or incidentals necessary for execution and completion of the project in compliance with the contract documents.

Some general guidelines for the signs are:

- 4 in. round pole 12ft. in length smooth, black, powder coated
- 4 in. round base black, powder coated
- 4 in. round globe top black, powder coated
- Top sign 24" cantilever wing bracket, black, and powder coated-8"x24"x1/4" thick, and associated hardware
- Bottom signs #4 wing brackets, black, and powder coated-6"x24"x1/4" thick, and associated hardware
- Corresponding industry standard vinyl coating

Prior to the fabrication of the signs, the Contractor shall supply a digital mockup of the proposed signs for approval by City Staff (see Appendix 3 for rough design guidelines).

Bidder is responsible for all requirements necessary for installation of signs including but not limited to: contacting 811 before installation in both City and MoDOT right of way, ensuring sign material to be placed in MoDOT right of way meets their regulations (see Appendix 4), and the reflectivity meets MUTCD standards. City logo will be provided, specific locations designated, names for signs, and colors used will be determined by the City after contract is awarded.

Submittal of Bids

Bidders shall submit bids to:

Office of the City Clerk
200 South Osage Avenue
Sedalia, Missouri, 65301

Bids will be accepted until 2:00 p.m. on Tuesday, August 12, 2025.

Bids shall be submitted in a sealed envelope clearly marked with **IFB 2026-007 Wayfinding Signs**, the bidder's company name, and the date and time for bid opening clearly and legibly marked on the outside. Failure to submit a bid on the official form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the invitation to bid may be cause for rejection of the bid; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, request that the bidder withdraw or modify non-responsive portions of a bid which do not affect quality, quantity, price or delivery.

Products and prices included in the bid may not be withdrawn for a period of 90 days after the date of bid opening without the express written consent of the City.

All objections, appeals, or disputes must be filed with the City Clerk within seven (7) days of being known or capable of being known.

Bid Opening

All bids will be publicly opened and read aloud at 2:00 p.m. in the Council Chambers, City Hall on Tuesday, August 12, 2025.

Specific Requirements for Bids

Completion of Work

As this is a grant-funded initiative, time is of the essence to ensure compliance with funding requirements.

Construction Safety Training

Bidders are informed that the Project is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to (1) provide; and (2) require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations that is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.

Federal Work Authorization Program and Proof of Lawful Presence

- Bidders are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars ($5,000.00), the successful bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services.
    - E-Verify is a qualified federal work authorization program. Additional information about E-Verify can be found at www.uscis.gov/everify.
- Bidders shall also sign and submit with the bid an affidavit affirming that it does not and will not knowingly employ any person who is an unauthorized alien in connection to the contracted services. See Exhibit 1.

Anti-Discrimination Against Israel

Section 34.600, RSMo., requires the City to ensure that contractors are not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. Successful bidders will be required to execute a sworn affidavit affirming these facts before entering into a contract.

Bid, Payment, and Performance Bonds

Bidders shall consider the City's requirements for bid, payment, and performance bonds when pricing the Work for purposes of bid submittal. See Exhibit 2, Exhibit 3, and Exhibit 4.

All bidders shall provide a bid guarantee or bid bond in the amount of 5% of the bid price.

The anticipated cost of the materials, labor, and associated costs of the Work is estimated to exceed $50,000. Consequently, the successful bidder shall furnish to the City a payment bond with good and sufficient sureties to cover 100% of the contract price, which may include:

- Any and all materials incorporated, consumed, or used in connection with the construction of the Work; and
- All insurance premiums, both for compensation, and for all other kinds of insurance, for the Work; and
- For all labor performed in the Work, whether by subcontractor or otherwise.

Additionally, the successful bidder shall provide the City a performance bond (guaranteeing that the contract for the Work will be completed according to its terms, including price and time) with good and sufficient sureties to cover the 100% of the cost of the entire construction contract, including, if authorized increases to cover change orders to such contract.

If the project is federally funded, bidders must also include costs for Davis Bacon compliance, if the federal agency providing the funding requires such compliance.

City Business License Requirement
Bidders are informed that the successful bidder will be required to obtain or prove possession of a valid business license issued by the City of Sedalia pursuant to Chapter 12 of the City Code.

Insurance Requirements
Bidders are informed that the successful bidder will be required to obtain insurance coverage, which shall contain an endorsement, addendum, or rider amending the general liability policy to include the city as an additional insured, for the following types of insurance and in the following minimum amounts:

- Workmen's Compensation Insurance — $_Statutory_______________
- Comprehensive General & Auto Liability
  - Bodily injury, including death & Property Damage — $ 1,000,000 per occurrence; $ 2,000,000 aggregate

United States and Local Products Preference

Bidders are informed that the Missouri Domestic Products Procurement Act (Sections 34.350 to 34.359, RSMo) requires manufactured goods or commodities used and supplied in the performance of a contract for construction, alteration, repair, or maintenance of any public works, which contract is valued at $25,000 or more, to be manufactured or produced in the United States.

Bidders are further informed that the purchasing policy for the City of Sedalia includes a local products preference policy, a copy of which policy is available upon request to the City Clerk. Consequently, the award of contracts for materials and supplies and also for labor will be made in accordance with that policy. Furthermore, successful bidders will be required to abide by the City's policy in completing the Work.

General Provisions Related to the Bidding Process

Substitute Materials or Work
Substitute materials or work shall not be permitted and bids submitted that do not correspond to the specifications provided with the Invitation for Bids will be rejected as non-responsive.

Reservation of Rights
The City reserves the right at its sole discretion to accept or reject any or all bids, wholly or in part, to waive any informalities or irregularities therein or in the bidding process, to accept any bid even though it may not be the lowest bid, to call for rebids, to negotiate with any bidder, and to make an award which in its sole and absolute judgement will best serve the City's interest. The City reserves the right to investigate the financial condition of any bidder to determine his or her ability to assure service throughout the term of the contract.

Errors and Omissions by the City
No bidder shall be permitted to use to his or her advantage any error or omission in this Invitation for Bid or related specifications.

Interpretation of Specifications or other Contract Documents Prior to Bidding
If any person contemplating submission of a bid for items contained in this Invitation for Bids is in doubt regarding the true meaning of any part of the Invitation for Bids documents, he or she may submit to Elizabeth Nations an e-mail at enations@sedalia.com, requesting an interpretation or correction of the Invitation for Bids documents not later than 4:00 p.m., Monday, August 4, 2025. Any interpretation or correction to the Invitation for Bids documents will be made by the City by addendum and will be mailed or delivered to each bidder of record by 4:00 p.m., Tuesday, August 5, 2025.

Questions Regarding Technical Specifications
Any and all questions regarding the technical specifications shall be directed to Elizabeth Nations at enations@sedalia.com. Any material changes to the bid specifications arising as a result of such questions shall be approved by the City in writing and mailed or delivered to each bidder of record by 4:00 p.m., Tuesday, August 5, 2025.

Prices

All prices shall be F.O.B. destination 901 E. 3rd St., Sedalia, Missouri, 65301. No other costs will be permitted the successful bidder beyond those stated in the bid, except by express written consent of the City in accordance with applicable contract documents.

Payment
All items, including labor and materials for the Work will be paid in a single lump sum payment, less a five percent (5%) retainage (unless a 10% retainage is permitted according to statute), to the successful bidder within thirty (30) days after the latest of the following occurrences:

- The date of delivery of the materials or construction services purchased;
- The date upon which the written invoice for such materials and services is delivered by hand, or by U.S. Mail, to the City Clerk at 200 South Osage Ave., Sedalia, Missouri, 65301; or
- In the event that the contractor approves the City's estimate, the date upon which notice of the contractor's written approval of the City's estimated price is duly delivered by hand, or by U.S. Mail, to the City Clerk at 200 South Osage Ave., Sedalia, Missouri, 65301.

Bidders are informed that the successful bidder shall comply with the Missouri Public Prompt Payment Act (Sections 8.960 and 8.962, RSMo) regarding payments to subcontractors and material suppliers in relation to the contract awarded as a result of this Invitation for Bids.

The City expressly reserves its rights to withhold, in good faith, payment or final payment in accordance with Sections 8.960 and 8.962, RSMo, and in accord with the contract awarded as a result of this Invitation for Bids. Final payments will be made in accordance with Sections 8.960 and 8.962, RSMo.

City of Sedalia
City Hall
200 S. Osage Ave.
Sedalia, MO 65301
(660) 827-3000

Kris Yoder ______________________ 11/13/25
Signature Date

Council Agenda

IFB 2026-007 WAYFINDING SIGNAGE
BID FORM

ITEM DESCRIPTION	UNIT PRICE(DESIGN, FABRICATION, INSTALLATION)
Wayfinding Sign-City Right of Way	$ 5,000 / sign
Wayfinding Sign-MoDOT Right of Way	$ 5,000 / sign

I(authorized agent) Kristopher Yonker having authority to act on behalf of (Company name) Yonker Contracting LLC do hereby acknowledge that (Company name) Yonker Contracting LLC will be bound by all terms, cost and conditions of this proposal for a period of 90 days from the date of submission and commit to sign the Contract.

Company Name: Yonker Contracting LLC

Address: 24800 Spring Fork Rd Sedalia, MO 65301

Phone: 417·326·9174

E-mail: kyonker05@gmail.com

Signature: Kris Yonker

Title: Owner/operator

Addenda: The following addenda are hereby acknowledged:

Addenda No. ___ Dated:_____
Addenda No. ___ Dated:_____
Addenda No. ___ Dated:_____
Addenda No. ___ Dated:_____
Addenda No. ___ Dated:_____

IFB 2026-007 WAYFINDING SIGNAGE
REFERENCES

Company Name	~~Dal~~ Classic Outdoor
Address	
City, State	Higginsville, MO
Contact Person	David Gash
Phone Number	816 565 0034
Project, Amount, and Date Completed	Billboard Structures $35,000 11/5/25

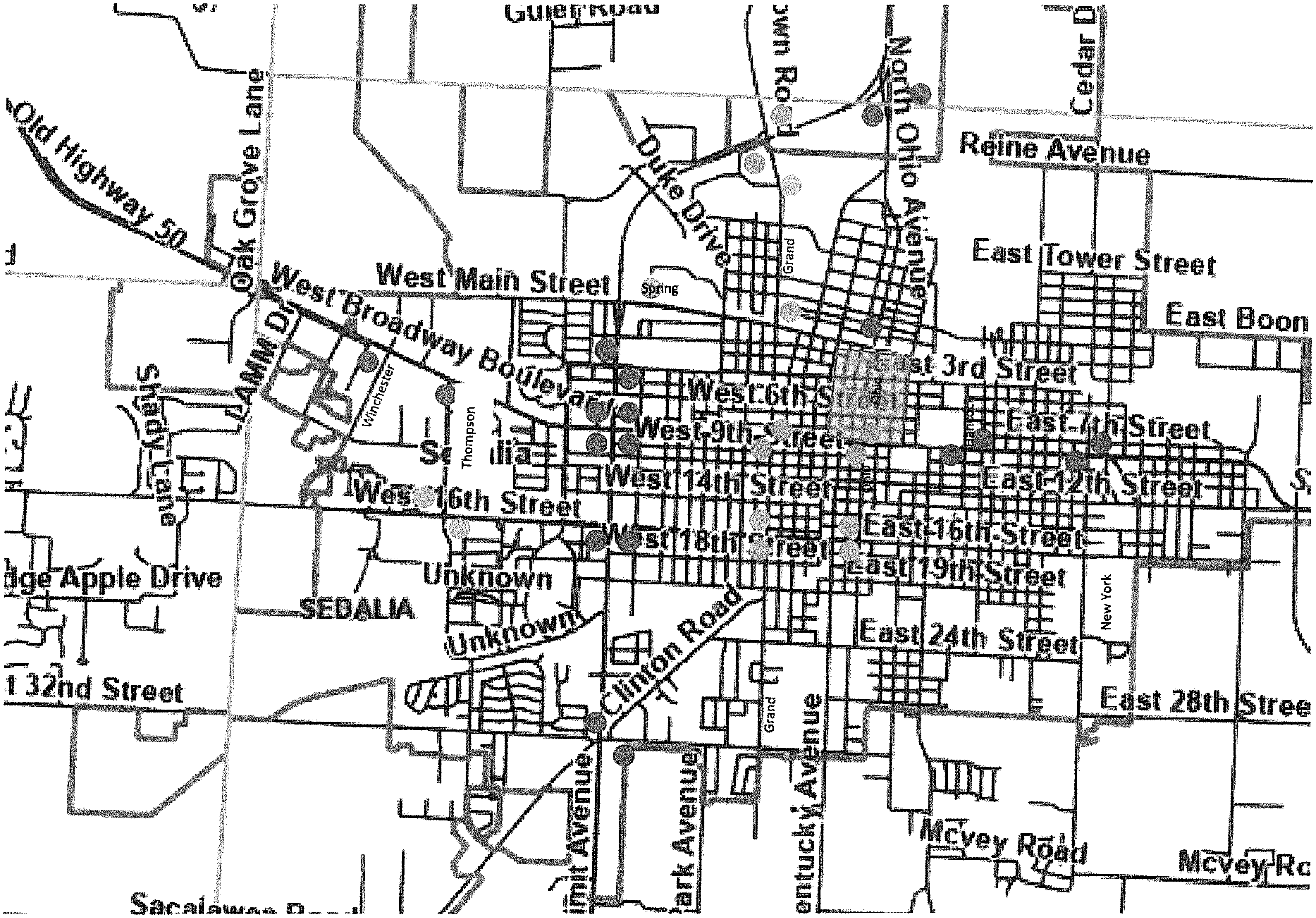
Company Name	Link Media
Address	23443 Hall Rd.
City, State	Sedalia, Mo
Contact Person	Eric Redwing
Phone Number	660.287 7204
Project, Amount, and Date Completed	Billboard Structure $10,000 11/12/25

Company Name	Portier
Address	180 Interstate Drive ~~Wo~~
City, State	Wentzville, Mo
Contact Person	Melissa Porlier
Phone Number	636.463.2100
Project, Amount, and Date Completed	Billboard Structure $25,000 10/8/25

Council Agenda

Appendix 1

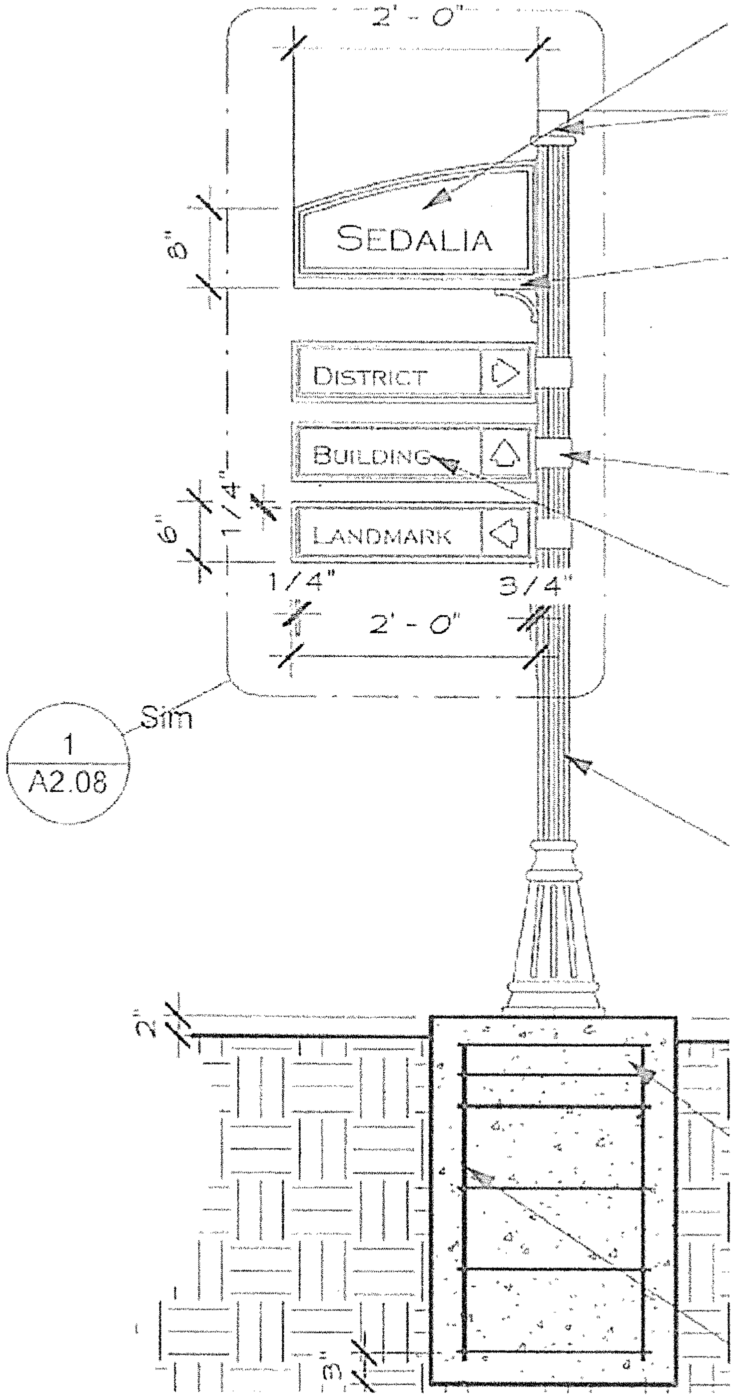
Council Agenda



MoDOT ROW – Primary Ask	19
MoDOT ROW – Secondary Ask	6
City ROW	9

Council Agenda

Appendix 3

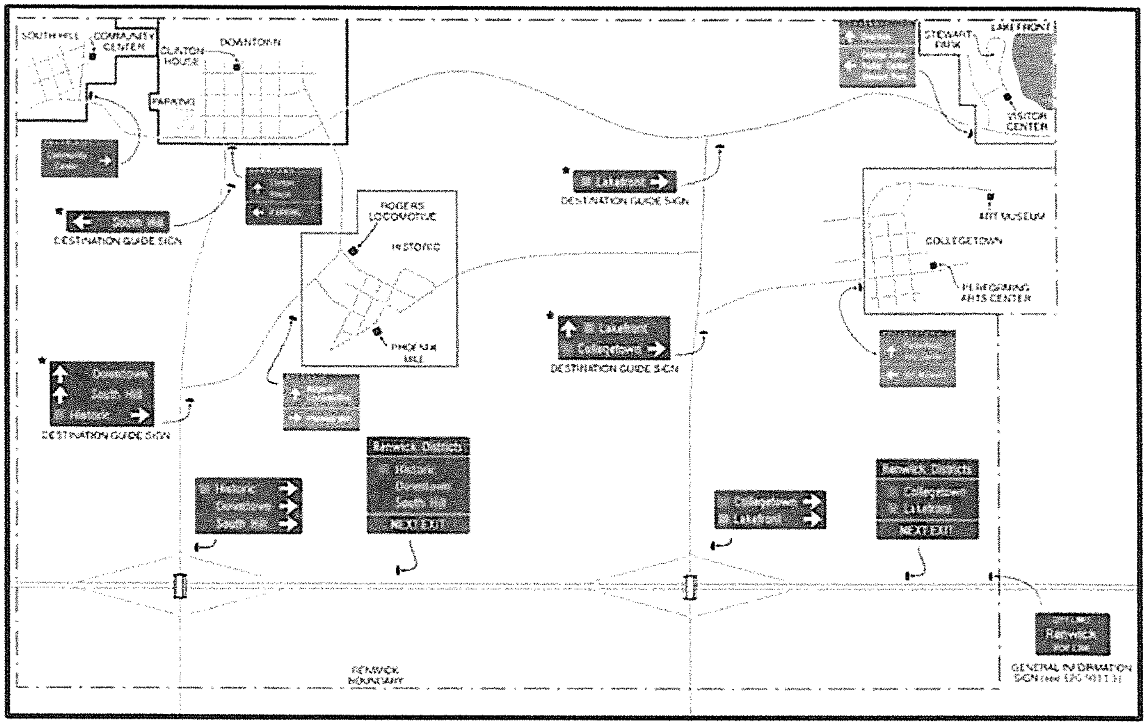


Council Agenda

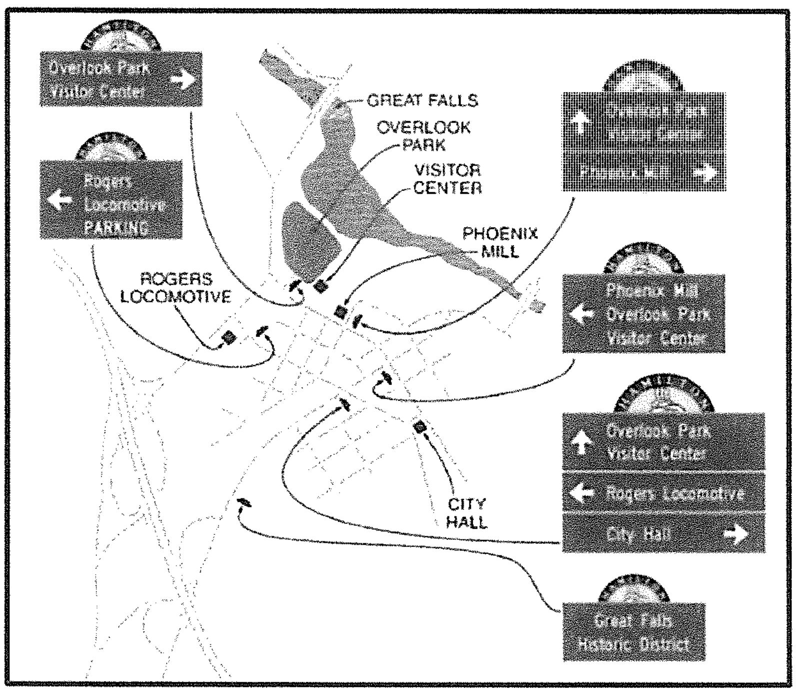
Key Wayfinding Requirements

General Information

- The intended purpose of Community Wayfinding is to help visitors find the attributes of a community by first directing them to the key regions/districts within a community and then providing guidance to key destinations within that district. Smaller communities may not be large enough to establish individual districts and may choose to treat their city limits as one district
- Wayfinding signs must be located/installed within the city limits when placed on MoDOT right of way
- Wayfinding signing cannot duplicate existing MoDOT signing to a destination
- If a city wishes to extend their wayfinding signing onto the primary highway system (freeways or expressways), the city wayfinding plan must have three well defined districts
    - Each individual district must be a region containing many destinations
    - Specialized Wayfinding signs are not to be displayed outside of the district boundaries
- Wayfinding signs should direct motorists to the destination along the most direct / best path
- Wayfinding sign programs should start at the core of the district with respect to signing and work their way outward, this is to avoid starting a path for a motorist that is not complete
- ***Signs installed on city right of way, by federal regulations, are to meet all criteria specified for MoDOT roadway applications, however, MoDOT will not enforce signing on non-state routes***



General Format for Wayfinding Signing – Unique Wayfinding Signs Located Within the Boundaries of Each Wayfinding District, Wayfinding Guide Signs Outside of the Districts are Standard White on Green Guide Sign Designs

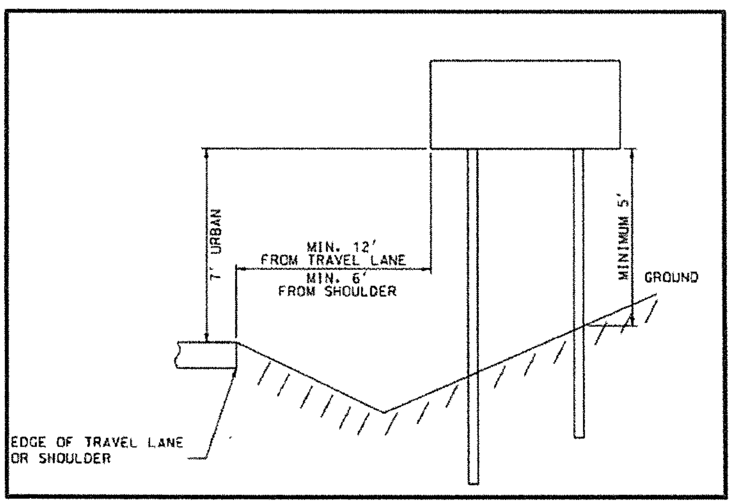


Typical Signing for Sites Within a Wayfinding District

Council Agenda

Sign Posts for Wayfinding Signs

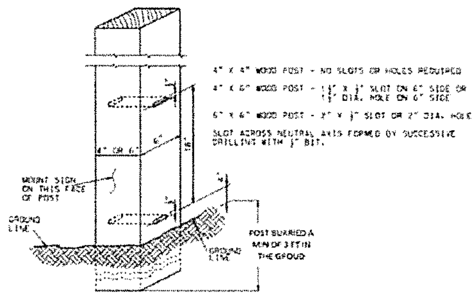
- All signs on MoDOT right of way shall be installed on MoDOT breakaway posts installed to MoDOT standards. The type, number of posts and post size required is based on the size of the sign being installed
    - Wood - 4x4 or 4x6
    - Perforated Square Steel Tube (PSST) - 2" or 2.5" square
    - Pipe Post - 2.5", 3" or 4"
    - Wide Flange (I-Beam) post – Structural #1 through #6
    - MASSH 400 Post – a 4" square steel tube post system - this is not a MoDOT design, but it is on the Approved Products List (APL) and can be used for wayfinding
- No modifications or additions can be added to the posts as these items can affect breakaway performance. The only option to modify the appearance of the post is the posts can be painted. *Cautionary Note: Painting of sign posts can result in increased maintenance as paint fades tends to look poor over time.*
- Posts selected shall be capable of carrying the wind loads/sign size being installed on it in either a single or two post installation. MoDOT has post selection tools that need to be used to determine the post type, size and number needed to support the signs being installed.
- Sign mounting height should be 7' as measured from the roadway surface to the bottom of the sign with the sign being no closer to the ground than 5' (in the case where the right of way slopes up away from the roadway) see figure below
- Wayfinding signs shall not interfere with the visibility of other signs and shall be spaced a minimum of 200 feet from any other sign.
- Wayfinding signs shall always be installed on their own sign posts.



Sign Mounting Height and Offset from Roadway

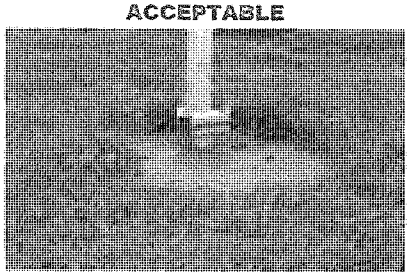
Breakaway Installations

- 4x4 Wood Posts – These posts are considered breakaway on their own, they simply need to be installed according to standards
- 4x6 Wood Posts – If used these posts must be cross drilled to create weak points so they will breakaway when hit. Orientation of the posts in relation to the direction of traffic and placement and size of hole drilled for breakaways are very important



- 2" PSST – 2" PSST posts (a one or two post installation), like wood 4x4 posts, are breakaway on their own and simply need to be installed according to standards. However, ground anchors shall not protrude more than 4" above finished grade to meet federal standards. Keeping the ground anchor as low to the ground as possible promotes durability.
- 2.5" PSST – A single 2.5" PSST post is breakaway on its own, however, when using 2.5" PSST in a two post sign installation, breakaway devices must be added to the installation. The breakaway system used must be on MoDOT's approved products list.
- Pipe and I-Beam posts are fabricated with the breakaway devices as part of the post anchor system.
- It is very important for any breakaway installation that the ground anchor portion of the device be 4 inches or less above the finished grade around the entire sign, this is to allow a vehicle to pass over the anchor as they impact the sign post.

ACCEPTABLE



Concrete is flush with surrounding finished grade and the breakaway ground anchor set in the concrete is less than 4" above the finished grade and concrete.

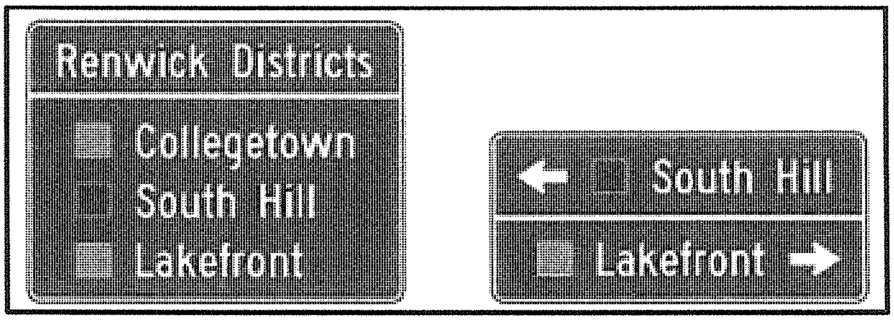
NOT ACCEPTABLE

Concrete is poured above the level of the surrounding ground elevating the fixed portion of the breakaway device above the maximum 4" above the surrounding finished grade

Council Agenda

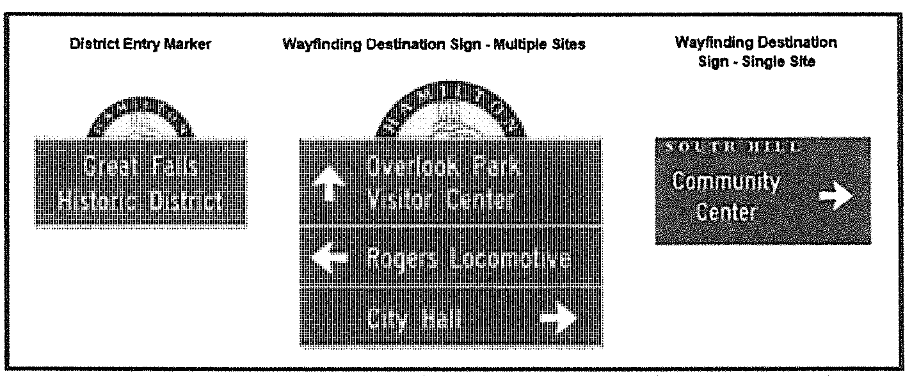
Sign Layouts for Wayfinding Signs

- All signs on MoDOT right of way shall meet federal design criteria, this document outlines those key attributes.
- Freeway, ramp and trailblazer signs outside of the district boundaries shall be white on green displaying the district boundary names only.
    - The sign may display a pictograph or logo to represent the district if these are used to distinguish districts
    - Colored blocks and pictographs are limited to a square area equal to a maximum of 2 times the upper case legend dimension used on the sign.



Wayfinding Guide Sign Design Style for Signs Outside Wayfinding District Boundaries
Colored block (or pictographs not shown) can be displayed to help reference district names

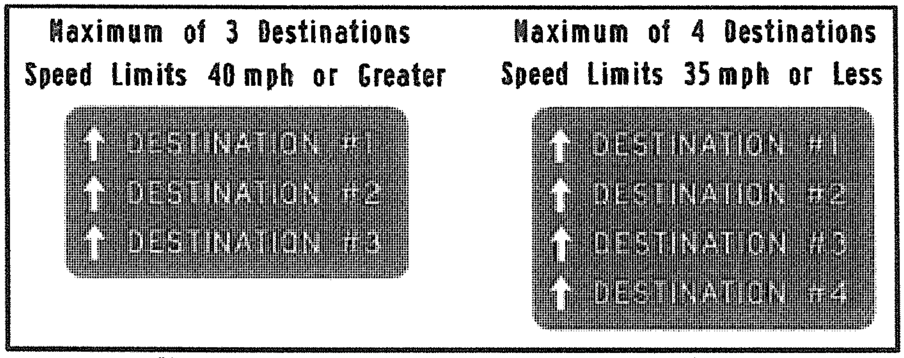
- Wayfinding signs within district boundaries can be unique in nature with respect to color and displaying the city logo, however, the general format must meet federal standards with respect to
    - Legend size
    - Arrow design and placement
    - Number of destinations displayed
    - Colors used on the sign



Examples of Wayfinding Sign Design Style for Signs Inside Wayfinding District Boundaries

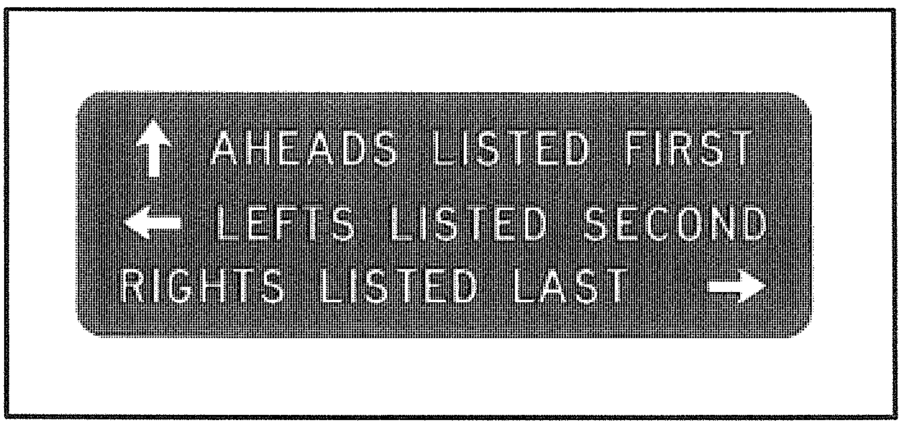
Number and Placement of Wayfinding Destinations

- In district Wayfinding signs shall be limited to 3 destinations on routes with speed limit 40 mph or greater and a maximum of 4 on MoDOT roadways with speed limits 35 mph or lower.



Maximum Number of Destinations Per Sign

- The order of destinations displayed on the sign shall be listed from top to bottom in the following order:
  - destinations ahead/straight - listed first
  - destinations to the left - listed second
  - destinations to the right - listed last.
- Arrows shall be placed along the left edge of the sign, left of the destination and left aligned except for the right arrow which shall be placed to the right of the sign, right of the destination name

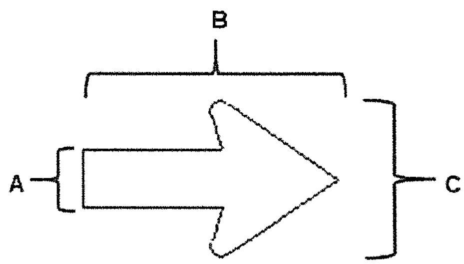


Arrow Placement and Order of Destinations Displayed

Arrows used on Wayfinding Signs

- The arrows used shall be, or closely approximating, the standard federal arrow design

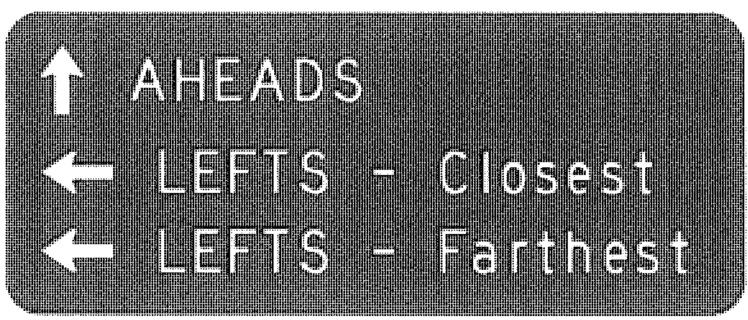
Arrow Dimention	Legend Size the Arrow is Being Used With			
	10"	8"	6"	4"
A	N/A	3"	2.25"	1.5"
B	N/A	12"	9"	6"
C	N/A	8"	6"	4"



Arrow Dementions Apply to Ahead, Left, Right and Angled Arrows

Minimum Arrow Sizes for Wayfinding Signs

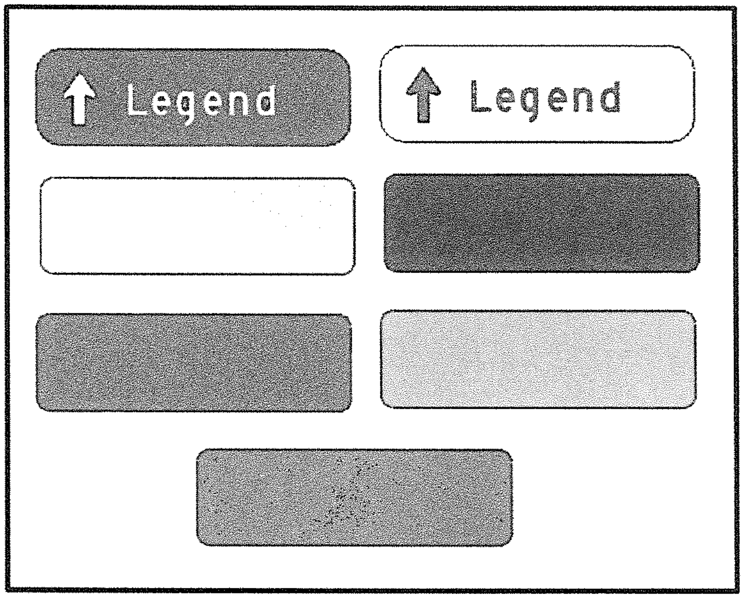
- If two or more destinations are in the same direction, they shall be displayed in the order of closest being listed above the destination(s) that are further away



Order of Destinations in the Same Direction

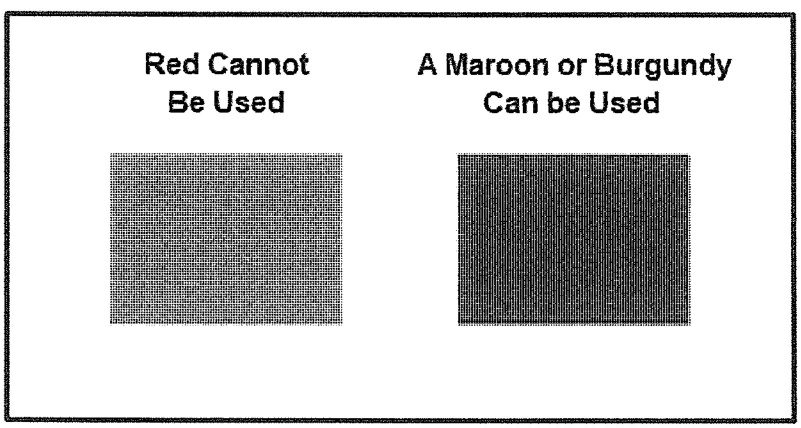
Acceptable Colors used on Wayfinding Signs

- The following colors cannot be used for legend or background colors on Wayfinding sign as they are reserved for specific uses by federal regulations:
  - Red
  - Yellow
  - Orange
  - Pink
  - Purple
  - Yellow-Green
  - Any florescent version of the colors listed above



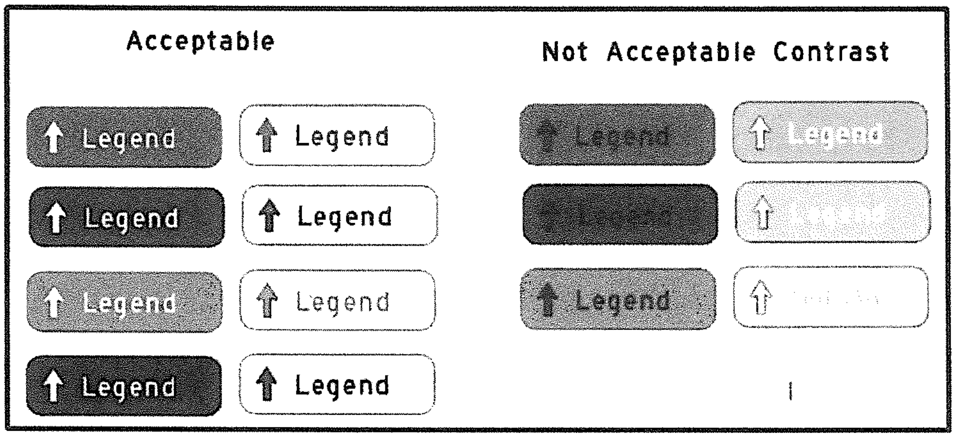
Colors that Cannot be Used as they are Reserved for Specific Applications Under Federal Regulations

- Pantone, non-standard highway colors, are acceptable. As an example, red cannot be used, but a darker burgundy can be used.



An Example of a Darker Shade of a Standard Highway Color that Can be Used

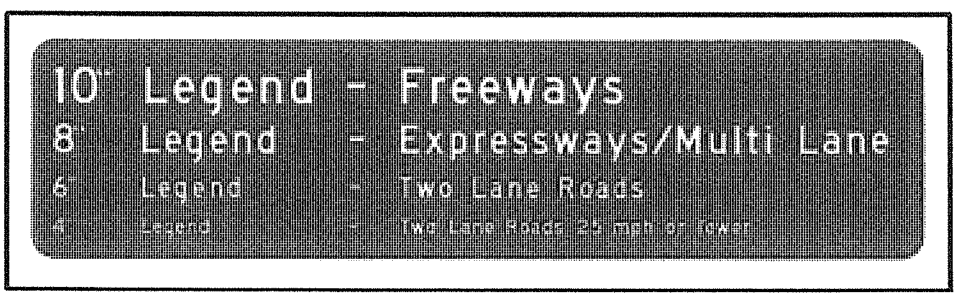
- Legend and arrows shall be contrasting to the background color for legibility
    - A light colored legend must be placed on a dark colored background – ***this combination provides the best contrast and legibility with white as the legend on a dark colored background***
    - A dark colored legend must be placed on a light colored background



Examples of Acceptable and Not Acceptable Contrasting Legends and Backgrounds

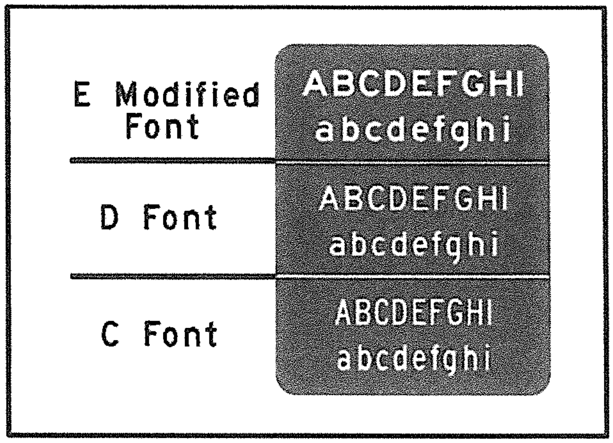
Legend Size and font on Wayfinding Signs

- Legend size must meet federal standards for legibility (destinations shall be upper / lowercase):
    - Freeways – 10"
    - Expressway/multi-lane roadways – 8"
    - Two lane roadways - 6"
    - Two lane routes with speed limits 25 mph or lower – 4"



Minimum Sign Legend Size Requirements

- The font used on Wayfinding signs shall use standard Federal Highway Fonts. Font versions are variations in font stroke width, the widest stroke width should be used to maximize legibility. Highway C Font is the smallest font permitted on Wayfinding Signs.



Federal Highway Font Comparisons

Sign Fabrication and Retroreflectivity

- Digital printing technology for highway signs is coming a long way, it allows a much greater variety of colors compared to available standard sign sheeting colors. Non-standard colored inks used in digital printing tend to have a shorter life expectancy and warranty compared to standard highway sign colors.
- All signs on MoDOT right of way shall be retroreflective (both legend and background) so the sign has the same appearance at night as it does during the day.
    - There is no minimum sheeting requirement other than being retroreflective, however, keep in mind the lower grade sheeting (especially the older glass bead technology like ASTM Type I Engineer Grade Sheeting) have a much shorter life expectancy.

CITY OF SEDALIA

EXHIBIT 1
AFFIDAVIT OF WORK AUTHORIZATION

The contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now ______________________________(Name of Business Entity Authorized Representative) as ______________________________(Position/Title) first being duly sworn on my oath, affirm ______________________________(Business Entity Name) is enrolled and will continue to participate in the E-verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to this invitation for bid and for the duration of this contract, if awarded, in accordance with subsection 2 of section 285.530, RSMo. I also affirm that ______________________________(Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to this invitation for bid for the duration of the Contract/ Subcontract, if awarded.

In affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040 RSMo).

______________________________ ______________________________
Authorized Representative's Signature Printed Name

______________________________ ______________________________
Title Date

Subscribed and sworn to before me this ____________ of ______________. I am commissioned as a notary public

within the County of ____________________, State of ____________________ and my
(Name of County) (Name of State)

commission expires on ______________________________
(Date)

______________________________ ______________________________
Signature of Notary (Date)

______________________________ and my commission expires on ____________________
(Name of State) (Date)

Council Agenda

CITY OF SEDALIA

AFFIDAVIT OF WORK AUTHORIZATION
CURRENT BUSINESS ENTITY STATUS

I certify that ____(Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525 RSMo, pertaining to section 285.530, RSMo as stated above.

______________________________________ (Print Authorized Business Entity Representative's Name)

______________________________ (Signature of Authorized Business Entity Representative)

______________________________________ (Business Entity Name)

______________________________ (Date)

As a business entity, the Contractor/Subcontractor must perform/provide the following. The Contractor/Subcontractor shall check each to verify completion/submission:

☐ Enroll and participate in the E-verify federal work authorization program.
Website: http://www.dhs.gov/e-verify
Phone: 888-464-4218;
E-mail: e-verify@dhs.gov with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required by this Agreement.

AND

☐ Provide documentation affirming said company's/individual's enrollment and participation in the e-verify federal work authorization program. Documentation shall include a page from the e-verify Memorandum of Understanding (MOU) listing the contractor's or subcontractor's name and the MOU signature page completed and signed, at a minimum, by the contractor or subcontractor and the Department of Homeland Security - Verification Division; (if the signature page of the MOU lists the contractor's or subcontractor's name, then no additional pages of the MOU must be submitted).

CITY OF SEDALIA

Exhibit 2

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

SURETY *(Name and Address of Principal Place of Business)*:

OWNER *(Name and Address)*:

City of Sedalia
200 S. Osage Ave.
Sedalia, MO 65310

BID

Bid Due Date:
Description *(Project Name and Include Location)*:

BOND

Bond Number:
Date *(Not earlier than Bid due date)*:
Penal sum ______________________________ $ ______________
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER		**SURETY**	
______________________ (Seal)		______________________ (Seal)	
Bidder's Name and Corporate Seal		Surety's Name and Corporate Seal	
By:	______________________ Signature	By:	______________________ Signature (Attach Power of Attorney)
	______________________ Print Name		______________________ Print Name
	______________________ Title		______________________ Title
Attest:	______________________ Signature	Attest:	______________________ Signature
	______________________ Title		______________________ Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

Council Agenda

CITY OF SEDALIA

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

   3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

   3.2 All Bids are rejected by Owner, or

   3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

CITY OF SEDALIA

Exhibit 3

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):
City of Sedalia
200 S. Osage
Ave. Sedalia,
MO 65301

CONTRACT
Effective Date of
Agreement: Amount:
Description (*Name and Location*):

BOND
Bond Number:
Date (*Not earlier than Effective Date of Agree ment*):
Amoun t:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

______________________ (Seal)

By: ______________________
Signature

____
Print Name

____
Title

Attest: ______________________
Signature

____
Title

SURETY

____
(Seal) Contractor's Name and Corporate Seal
Surety's Name and Corporate Seal

By: ______________________
Signature (Attach Power of Attorney)

____
Print Name

____
Title

Attest: ______________________
Signature

____
Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

Council Agenda

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
   2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
   2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
   2.3 Owner has agreed to pay the Balance of the Contract Price to:
      1. Surety in accordance with the terms of the Contract; or
      2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:

   3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
   3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
   3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
   3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
      1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
      2. Deny liability in whole or in part and notify Owner citing reasons therefor.

4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated

without duplication for:

5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address and Telephone*)
Surety Agency or Broker:
Owner's Representative (*Engineer or other party*):

CITY OF SEDALIA
Exhibit 4

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):
City of Sedalia
200 S. Osage Ave.
Sedalia, MO 65301

CONTRACT
Effective Date of Agreement:
Amount:
Description *(Name and Location)*:

BOND
Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

_________________________ (Seal)
Contractor's Name and Corporate Seal

By: _________________________
Signature

____
Print Name

____
Title

Attest: _________________________
Signature

____
Title

SURETY

_________________________ (Seal)
Surety's Name and Corporate Seal

By: _________________________
Signature (Attach Power of Attorney)

____
Print Name

____
Title

Attest: _________________________
Signature

____
Title

Council Agenda

Note: Provide execution by additional parties, such as joint venturers, if necessary.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

   2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

   2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

   4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

   4.2 Claimants who do not have a direct contract with Contractor:
      1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
      2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
      3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

   6.1 Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

   6.2 Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting

this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address, and Telephone*)
Surety Agency or Broker:
Owner's Representative (*Project Manager or other*):

24800 Spring fork Rd
Sedalia, MO, 65301
4173269174
kyonker05@gmail.com

Yonker contracting

Estimate

For: City Of Sedalia

Estimate No: 227
Date: 10/30/2025

Description	Quantity	Rate	Amount
This estimate is to supply all material necessary to produce and install one Wayfinding signage and install in concrete footing. (please see photos attached for proofs) - 4 in. round pole 12ft. in length smooth, black, powder coated - 4 in. round base black, powder coated - 4 in. round globe top black, powder coated - Top sign 24" cantilever wing bracket, black, and powder coated-8"x24"x1/4" thick, and associated hardware - Bottom signs #4 wing brackets, black, and powder coated-6"x24"x1/4" thick, and associated hardware - Corresponding industry standard vinyl coating	1	$5,000.00	$5,000.00

Subtotal	$5,000.00
Total	$5,000.00

Total $5,000.00

Council Agenda

Photo 1


INTERNATIONAL
100% EMPLOYEE OWNED
STREETSCAPES
24"
6"
KATY TRAIL
WELCOME
CENTER
DOWNTOWN
SHOPPING

Photo 2

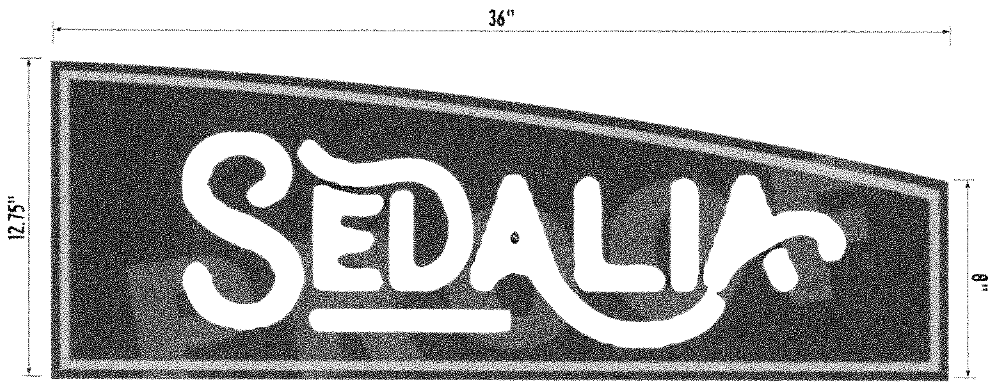


Photo 3

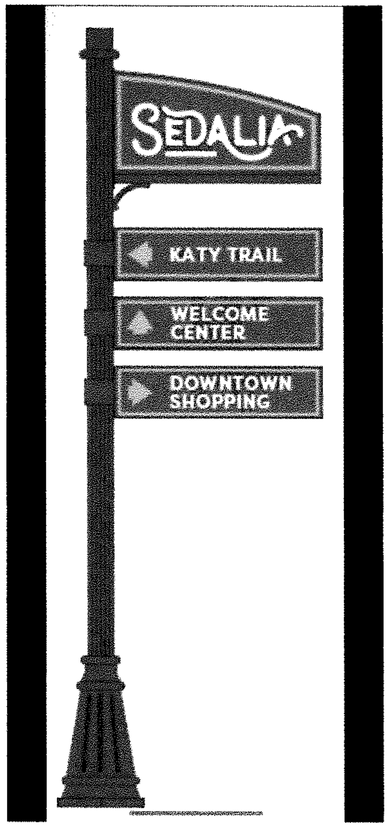


Photo 4

	Part # / Size	Description	Qty
1	FL4X12 BK 4" x 12'	4" x 12' fluted aluminum pole Black	1
2	BASE44 BK 4"	Slipover base for 4" pole Black (5/16-18 X 5/8" Set Screws)	1
3	BALL4 BK 4"	Ball Finial for 4" Pole Black (5/16-18 X 3/8" Set Screws)	1
4	ARM24 BK 24" x 8.75"	24" Cantilever Arm for street sign Black (include: 2 bolts, nuts if purchased with posts)	4
5	DS6X24 HI 6" X 24"	6" x 24" Double Sided Hi Intensity Street Sign- Blue Background, Customer provided text	3
6	CS8X36 HI 8" X 36"	DIGITALLY PRODUCED DOUBLE SIDED CUSTOM CUT STREET SIGN (ART DETAILS TO BE PROVIDED BY CUSTOMER) 8x36 at shortest end	1

BILL NO. ____________________

ORDINANCE NO. ____________

AN ORDINANCE APPROVING AND ACCEPTING A PROPOSAL FOR WIRING AND BREAKERS AT THE WATER FILTRATION PLANT.

WHEREAS, The City of Sedalia, Missouri, has received a propsal from RS Electric Corporation for replacement of wiring and breakers at the Water Filtration Plant; and

WHEREAS, under the attached proposal, the City of Sedalia, Missouri, shall pay the sum and amount of Forty-one Thousand Three Hundred Eighty-eight Dollars ($41,388.00) to RS Electric Corporation for said project as more fully described in the proposal attached to this ordinance and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts the proposal by and between the City of Sedalia, Missouri, and RS Electric Corporation in substantively the same form and content as it has been proposed.

Section 2. The Mayor or City Administrator are authorized and directed to execute and the City Clerk is hereby authorized and directed to attest and fix the seal of the City of Sedalia, Missouri, on the proposal 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 proposal after it has been executed by the parties or their duly authorized representatives.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 1st day of December 2025.

____
Presiding Officer of the Council

Approved by the Mayor of said City this 1st day of December 2025.

ATTEST:

____
Andrew L. Dawson, Mayor

____
Jason S. Myers
City Clerk

Council Agenda

SEDALIA
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: William Bracken, Utilities Director
Date: November 24th, 2025
Subject: New wiring and breakers at Water Filtration Plant

We recently advertised a formal invitation for bids for replacement of deficient wiring at the Water Filtration Plant on Waterworks road. The wiring for High Service Pumps #4 and #5 was improperly sized for the newer pumps that were recently installed and we had not been able to run these 2 pumps at their full 100% capacity.

Due to its importance to our supply and the increased demand for water, we would like to use some of the funds that were originally budgeted for our our bulk water station project to make this repair. The bulk water station will still proceed with the groundwork this budget period, but some of the project will need to be moved into FY27.

Three bids were received ranging from $41,388 to $99,972. We would like to award the project to RS Electric Corporation due to being the low bidder at $41,388 and having a good performance record with past projects.

ELECTRIC

PROPOSAL FOR ELECTRICAL WORK

To: City of Sedalia
Attn: Jeremy Stone
Project: IFB 2026-019 Wiring and Breakers
Date: 11/19/2025

We hereby propose to furnish and install labor and material necessary to provide the **Electrical Installation** at the City of Sedalia Water Department in Sedalia, Mo. in accordance with the following scope of work.

Scope: Provide Electrical Demo and Installation of Motor/VFD Power Feeds and Breakers

1. *Provide labor to demo existing wiring from the Switchgear in the filtration plant to the VFDs and from the VFD's to the motors in the high service pump building.*
2. *Provide labor to demo existing breakers at the switch gear and the VFD enclosures*
3. *Furnish and install 200A GE breakers and trip modules at the GE switchgear.*
4. *Furnish and Install 200A Siemens breakers at the VFD enclosures and modify the existing disconnect lever mechanism to operate with the new larger frame size breaker.*
5. *Furnish and Install new PVC conduit from the existing unused conduit entering the basement to the bottom of the switchgear. Limited space may require sizing down the 3" conduit to enter the bottom of the switchgear.*
6. *Furnish and Install new threaded metal conduit from the stub ups outside the building to a new furnished Jbox/pull box on the outside of the building.*
7. *Provide labor to provide wall penetrations for the new conduits.*
8. *Furnish and Install new conduit from the entrance to the building to the VFD enclosures.*
9. *Furnish and Install new 2/O power wire with ground from the switchgear breakers to the VFDs*
10. *Furnish and Install new 2/O power wire with ground from the VFDs to the motors.*
11. *Furnish man lift as required for safe installation.*

The price for the above listed scope is: $41,388.00

Qualifications:

1. ANY UNEXPECTED PRICE INCREASE DUE TO IMPENDING TARRIFS OR ASSOCIATED PRICE INCREASES ARE NOT INCLUDED AND WOULD BE DETERMINED AT THE TIME OF MATERIAL DELIVERY.
2. *Work to be installed according to NEC standards.*
3. *Overtime is Excluded*
4. *Excludes taxes.*
5. *Permit is not included.*
6. *Bond is included.*
7. *Achievement of each scheduling milestone, if any, is subject to material, equipment and fixture on-time delivery, and any events beyond RS Electric's control, including, but not limited to, other subcontractors achieving their scheduled milestones ahead of RS Electric or otherwise causing a delay to the work.*

Council Agenda

8. *This price is good for 30 days, however, the proposal price for this scope of work has been calculated based on the current material and gear prices. Given current geopolitical, market and potential pandemic circumstances that may affect availability and prices of such materials and gear, sudden price increases could occur. RS Electric agrees to use its best efforts to obtain the lowest possible prices from available suppliers, but should there be an increase in the prices of these materials and gear that are purchased after 30 days from the date of this proposal, you agree to pay that cost increase to RS Electric.*
9. *In the case of strike, lockout, other labor trouble, riot, war, rebellion, pandemic, epidemic, fire, flood, drought, earthquake, other act of God, governmental action, acts or omissions of suppliers, equipment failure, or any circumstance beyond the control of RS Electric, as applicable, that renders performance of this Contract by such affected party impossible, no liability for non-performance of this agreement caused thereby, during the time or continuance thereof, shall arise or exist with respect to such affected party.*

The terms & conditions on the reverse side of this agreement are hereby agreed to and become an integral part of this contract. This proposal does not constitute automatic acceptance of any other terms and conditions unless agreed to in writing. This proposal is void if not accepted in writing within **30** days after the date of this document.

This proposal does not constitute automatic acceptance of any other terms and conditions unless agreed to in writing.

The terms & conditions on the reverse side of this contract are hereby agreed to and become an integral part of this contract.

This proposal is void if not accepted in writing within 30 days after the date of this document.

Accepted By:______________________________ (Customer)

By: Dale M. Guerrini (Estimator/Project Manager)

Date:______________________________

R/S ELECTRIC CORP. (Contractor)

St. Joseph, MO
816-233-7751
816-233-2934 Fax

The Best in The ELECTRICAL Business"
www.rselectriccorp.com

Kansas City, MO
816-842-3340
Fax 816-842-3937

Council Agenda

R/S Electric Standard Terms and Conditions of Contract

1. These Standard Terms and Conditions ("Terms"), and all of the terms and conditions set forth in any agreement between the parties to which these terms and conditions are attached, or which are incorporated therein by reference (the Terms and such other agreements are collectively referred to herein as the "Contract"), constitute the offer of R/S Electric Corp. ("RS Electric") to contract with such other party ("Client"), and any other terms and conditions (including any terms and conditions of Client) are hereby rejected by R/S Electric. None of the terms or conditions of Contract may be modified, supplemented or deleted other than in writing executed by an authorized employee of R/S Electric.

2. Wiring Standard. All workmanship and materials are to comply with the requirements of the National Electrical Code and the applicable local ordinance and the electrical plans and specifications applicable to the job. RS Electric is not responsible for any errors or omissions in the plans, specifications, or Client/Client's representative verbal directions not drafted by RS Electric, and will not be responsible for any damages, whether personal or property, arising therefrom.

3. Scope of Work. Unless specifically stated otherwise in the relevant proposal, the scope of work covered by this proposal is limited to that work specifically covered by the relevant electrical drawings and the electrical section of the specifications, as applicable.

4. Lighting Fixtures. Unless it is specifically included in the electrical drawings and the electrical section of the specifications or specifically stated in this proposal, the furnishing and installing of electrical lighting fixtures and lamps is not included in this proposal.

5. Additional Work or Changes. Additional work or changes may be ordered in writing by the Client at any time, for which Client agrees to pay in addition to the relevant contract price named at a price agreed upon or at RS Electric's regular rates for time and material work. No work will be done until the writing is executed.

6. Written Orders. RS Electric shall receive written orders for all additional work or changes signed by an authorized person of Client before proceeding with such extra work or changes. At times, this process may be impractical, in which case, signed time & material tickets will be used which will constitute the same as written orders and approval.

7. Payments. This Contract and payment under this Contract are for the scope of work identified in the relevant proposal, plus changes as described above, if any. Payments are due 30 days from date of invoice. Any disputes, other work, or proposal for other work not part of the relevant scope of work past, present, or future cannot be used to constitute nonpayment partial or in full for this work as described in this proposal. RS Electric shall not be required to proceed with the installation of the work if the payments applying on same have not been made as specified in the relevant contract. Client agrees that the maximum legal rate of interest shall be applied to any outstanding balance due to RS Electric from the date that payment is due and unpaid. Payments for additional changes to the original contract shall be made under the same terms and conditions as are embodied herein or in the relevant contract, as applicable. All charges for the preceding week will be paid on the following Monday. Failure to make such payment will constitute a material default. In the event payment terms are not complied with and it becomes necessary for RS Electric to take collection action, Client agrees to reimburse RS Electric for all costs and expenses including reasonable attorney's fees, and interest at the then maximum legal rate, as a result of RS Electric's enforcing this Contract.

8. Excuse for Non-Performance. In the case of strike, lockout, other labor trouble, riot, war, rebellion, pandemic, epidemic, disease, public health crisis, state of emergency, unusual delay in deliveries, fire, flood, drought, earthquake, other act of God, governmental action, unforeseen restrictive governmental laws, acts or omissions of suppliers, equipment failure, or any circumstance beyond the control of RS Electric, as applicable, that renders performance of this Contract by such affected party impossible, no liability for non-performance of this Agreement caused thereby, during the time or continuance thereof, shall arise or exist with respect to such affected party.

9. Limitation of Liability.

   (a) In no event shall R/S Electric's liability under this Contract exceed the amount paid to R/S Electric by the Client under this Contract, and in no event shall either party be liable to the other or any of its affiliates for any consequential, incidental, indirect, special, or punitive damages (including, without limitation, lost profits, business or goodwill) suffered or incurred by such other party or its affiliates in connection with the work performed under this proposal or contract, as applicable. RS Electric shall not be liable for any charges for liquidated or any actual damages resulting from delay in completion of the work.

   (b) RS Electric may have provided and/or installed certain material, equipment, appliances, and goods that have been manufactured and or furnished by third party vendors, supply houses, distributors, and manufacturers ("Products"). In the event a Product is considered defective, RS Electric shall use reasonable efforts to contact the supplier or manufacturer and receive a free replacement. Client acknowledges that RS Electric did not manufacture such Products. RS Electric warrants it's services and workmanship only for a period of one year from completion. Accordingly, RS Electric does not warrant or guarantee these Products themselves. Client acknowledges and agrees that RS Electric will not be liable for latent defects in any Product (not observable on reasonable inspection), and Client's sole remedy for defective Products is against such third-party vendors or suppliers and their warranties, if any. This limitation still applies and a warranty is not deemed made, even if RS Electric has furnished Product brochures, literature, or samples. Clint acknowledges and agrees that RS Electric will not be liable for dangerous products, design defects in products, or defective warnings. If drawings or specifications provided to RS Electric are at any time the subject of a claim for infringement of a patent or trademark, RS Electric will in no way be responsible for any claims or damages resulting from such infringement.

   (c) RS Electric shall not be liable for any charges for temporary wiring, electrical energy, heat, job cleanup, hoisting, job telephone, job office, storage space, or any other work unrelated to this project, etc., unless specifically so stated in the relevant proposal or contract.

10. Transfer of Title. In the event Client disposes of the real estate or otherwise transfers title to property where the work is being performed, the full amount remaining unpaid under this proposal or the relevant contract becomes due at once, without demand, and payable within 48 hours after date of such disposal or transfer.

11. Contractor's Right to Terminate Contract. Should the work be stopped by any public authority for a period of thirty (30) days or more, through no fault of RS Electric, or should the work be stopped through act or negligence of Client or its agent for a period of seven (7) days, or should Client be in material default of this agreement, then RS Electric upon seven (7) day's written notice to Client, may stop work or terminate the Contract and recover from Client payments for all work executed and any loss sustained and reasonable profit and damages.

12. Client's Liability Insurance. The Client shall be responsible for and shall maintain for at least the duration of the Contract such insurance as will adequately protect the Client from the Client's contingent liability to others for damages arising or resulting from bodily injury (including death) and from operations under this Contract.

13. Governing Law, Severability. This Contract, including the interpretation thereof, and any dispute arising from the relationship between the parties to this Contract, shall be governed by the laws of the State of Missouri. If any term or provision of this Contract is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Contract, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Contract. If any provision or part thereof of this Contract is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

14. No Waiver; Assignment. R/S Electric's failure to enforce at any time any of the provisions of this Contract, or any rights in respect thereto, or to exercise any election herein provided, shall in no way be considered to be a waiver of the right to thereafter enforce such provisions or rights or exercise any subsequent elections. Any and all of the rights and remedies conferred upon R/S Electric under this Contract shall be cumulative and in addition to, and not in lieu of the rights and remedies granted by law. The Client may not assign the Contract without the prior written consent of R/S Electric.

IFB 2026-019 Electrical Wiring and Breakers Replacement Project

Bid Form

ITEM DESCRIPTION	LUMP SUM
Replacement of electrical wiring and breakers for two (2) high service pumps	$ 41,388.00

I(authorized agent) Dale Guerrini having authority to act on behalf of (Company name) RS Electric Corporation do hereby acknowledge that (Company name) RS Electric Corporation will be bound by all terms, cost and conditions of this proposal for a period of ninety (90) days from the date of submission and commit to sign the Contract.

Company Name: RS Electric Corporation

Address: 302 Messanie Street St. Joseph, Mo. 64501

Phone: 816-233-7751

E-mail: Sam@rselectricsupport.com

Signature: Sam Schaff

Title: VP

Addenda: The following addenda are hereby acknowledged:

Addenda No. 01 Dated: 11/14/2025
Addenda No. ___ Dated: ______
Addenda No. ___ Dated: ______
Addenda No. ___ Dated: ______
Addenda No. ___ Dated: ______

TABULATION OF BIDS
Electrical Wiring and Breakers Replacement Project
November 20, 2025 - 2:00 P.M.
Council Chambers

	RS Electric Corp 302 Messanie Street Saint Joseph, MO 64502	R L Yates Electrical Construction Co, Inc 1401 Burlington Street North Kansas City, MO 64116	JCI Industries, LLC 1161 SE Hamblen Road Lee's Summit, MO 64081
Description	Lump Sum	Lump Sum	Lump Sum
Replacement of electrical wiring and breakers for two (2) high service pumps	**$41,388.00**	**$44,600.00**	**$99,972.00**
Addendum 1	Yes	No	Yes
Bid Bond	Yes	Yes	Yes

BILL NO. ____________________

ORDINANCE NO. ____________

AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FOR ADDITIONAL FUNDING FOR INDUSTIRAL PRETREATMENT PROGRAM SERVICES.

WHEREAS, The City of Sedalia, Missouri, has received a quote for additioinal funding from DROP Collaborative for the industrial Pretreatment program services; and

WHEREAS, under the attached quote, the City of Sedalia, Missouri, shall pay the sum and amount of Thirty-five Thousand Dollars ($35,000.00) to DROP Collaborative for said services as more fully described in the proposed quote attached to this ordinance and incorporated by reference herein.

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

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

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 1st day of December 2025.

____
Presiding Officer of the Council

Approved by the Mayor of said City this 1st day of December 2025.

____
Andrew L. Dawson, Mayor

ATTEST:

____
Jason S. Myers
City Clerk

Council Agenda

SEDALIA
Let's Cross Paths

City of Sedalia
200 S. Osage
Sedalia, MO 65301
(660) 827-3000 www.sedalia.com

To: William Bracken, Utilities Director

From: Brittany Wilbanks, Industrial Pretreatment Coordinator

Cc: Ben Maness, Mid MO-Operations

Date: November 6, 2025

Re: KimHEC Industrial Pretreatment Program Services

This memo is in regards to a request for further assistance with the industrial pretreatment program from Drop Collaborative (Previously KimHEC Environmental Consulting).

Currently the City is under contract with Drop Collaborative for industrial pretreatment program assistance. The current contract is not to exceed $103,500. The City has met the not to exceed limit of $103,500. However, the scope of work that needs completed is not finished. This is due to unforeseen issues found while utilizing Drop Collaborative for assistance. These included a local limits evaluation for the Missouri Department of Natural Resources and Non-Compliance Enforcement issues with industrial users.

I am requesting an additional $35,000 to keep Drop Collaborative actively working towards assisting in meeting the scope of work needed. These items include industrial users permit renewals, issuing new industrial user permits, updating the legal authority, enforcement assistance and submitting the Local Limits Part 2 Evaluation to the Missouri Department of Natural Resources. All of these items are required to meet the federal and state requirements for the City's Industrial Pretreatment Program. Drop Collaborative has both the tools and staff to expedite the process of finishing these projects to stay in compliance with the City's three National Pollutant Discharge Elimination System Permits (one for each wastewater treatment plant) issued by the Missouri Department of Natural Resources. City staff will assist as much as possible to eliminate some of the cost included in these projects.

Project Name:	**Pretreatment Program Update**
Client:	City of Sedalia
Project Location:	Sedalia, Missouri
Budge Timeframe:	December 2025 – March 2026
Date of Scope Estimate:	Original 1/30/2025; Updated 11/5/2025
Notes:	*Scope provided below is an estimate and may be adapted based on project needs and authorization by the client for additional scope items.*

Total $35,000

Status	Date	Program	Task	Subtasks	DROP Collaborative Role	Cost Estimate
In Progress	September 1, 2025—December 1, 2025	**Industrial User Permit Renewal**	IU Data Analysis and Permit Development	Fact sheets for each industrial user	DROP Collaborative is creating fact sheets for each SIU based on permit application, site visits, and historic data (originally assumed that Sedalia would use a basic template provided). DROP Collaborative to provide documentation of permit limit basis (and comparison of MAILs and categorical standards) for inclusion into the fact sheets.Permit Limit Basis.	$4,000
				Understanding of POCs for each industry and industrial user allocations of MAILs for each WWTP.	DROP Collaborative data analysis and summary for inclusion into fact sheets. Assumes that Sedalia will assist with data entry of historical data.	$5,000
				Develop updated permits	DROP Collaborative developing IU permits and cover letters. Includes customized allocations/limits for each IU and Best Management Practices. Production based standards may require customized reporting spreadsheets based on production (and/or an initial setup based on stable production). Meet with Client to review permits and discuss impacts to IUs.	$5,000
				Meet with IUs	On-Site meeting with IUs to review new permit format and reporting.	$1,500
				IU Report Templates	Develop IU report templates that align with new permit requirements.	$2,500
In Progress **Note the Local Limits Part II Evaluation was not part of the original scope for 2025.	Due to MDNR November 30, 2025	**Local Limits Part II Evaluation**	LL Part II Evaluation for North, Central, and SE WWTPs		DROP Collaborative is preparing a Local Limits Part II Evaluation for the City to submit to MDNR.	$6,000
In Progress	By June 30 - December 31, 2025	**Pretreatment Program Updates**	Submit Program Update to MDNR with Pretreatment Code, Enforcement Response Plan, and updated Local Limits	Prior to submittal council "endorses" the submittal	DROP Collaborative to draft and prepare legal authority and ERP for submittal. Includes implementation tool.	$6,000
				Present Program Update to City Council	Present at Council Meeting in person (includes travel costs and preparation)	$4,000
				After public notice by MDNR the council would adopt the updated code and ERP – need new legal authority in place by fall of 2025 so that new permits can be issued using the updated legal authority.	DROP Collaborative assistance as requested.	$1,000

BILL NO. ________________

ORDINANCE NO. ______________

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SEDALIA, MISSOURI RELATING TO LIMITATIONS ON THE USE OF INTERMODAL SHIPPING CONTAINERS FOR PROPERTIES ZONED RESIDENTIAL WITHIN THE CITY OF SEDALIA.

WHEREAS, the City of Sedalia, Missouri has adopted zoning regulations and designated certain districts within the City of Sedalia as residential; and

WHEREAS, the City wants to ensure that property zoned residential is not subject to uses inconsistent with this zoning type; and

WHEREAS, the City finds and declares that the use of intermodal shipping containers as accessory structures on property zoned residential is not consistent with the purpose of the City's zoning regulations and has the tendency to negatively change the character of property zoned residential within the City of Sedalia; and

WHEREAS, the City has the authority to limit the use of intermodal shipping containers to preserve the goals and purposes of its zoning regulations.

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

Section 1. Section 10-93 (Prohibitions on Intermodal Shipping Containers as Accessory Uses in Property Zoned R-1, R-2 or R-3) is hereby added to read as follows:

"**Sec. 10-93 – Intermodal Shipping Containers Prohibited as Accessory Use in Property Zoned R-1, R-2 or R-3.**

(a) Definitions.

As used in this Section, the following terms are defined:

i. "Accessory use" means any building or structure that is complementary to the primary structure located on the property.
ii. "District R-1" shall have the same meaning as described in Sec. 64-34(a) of the Sedalia City Code.
iii. "District R-2" shall have the same meaning as described in Sec. 64-34(a) of the Sedalia City Code.
iv. "District R-3" shall have the same meaning as described in Sec. 64-34(a) of the Sedalia City Code.

v. “intermodal shipping container” means a six-sided steel unit originally constructed as a general cargo container used for the transport of goods and materials;

(b) Use of Intermodal Shipping Container as Accessory Use in Property Zoned R-1, R-2 or R-3 Prohibited.

i. No person shall be allowed to use an intermodal shipping container as an accessory use in property zoned within District R-1, District R-2 or District R-3.

ii. Nothing in this section shall prohibit a person from locating a shipping container on property zoned within District R-1, District R-2 or District R-3 pursuant to and subject to the restrictions of a permit issued pursuant to Sections 10-84 to 10-92 of this Code.

iii. Any person placing an intermodal shipping container on property zoned within District R-1, District R-2 or District R-3 in violation of this section is subject to the applicable fine and other enforcement provisions set out in this Code.”

Section 2. This ordinance shall be in full force and effect from an 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 1st day of December 2025.

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Presiding Officer of the Council

Approved by the Mayor of said City this 1st day of December 2025.

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Andrew L. Dawson, Mayor

ATTEST:

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Jason S. Myers
City Clerk