



City Council Meeting Agenda
Tuesday, January 20, 2026 – 6:30 p.m.
City Hall, 200 South Osage, Sedalia MO

MAYOR: ANDREW L. DAWSON

MAYOR PRO-TEM: RHIANNON M. FOSTER

- A. **CALL TO ORDER** – Mayor Dawson – Council Chambers
- B. **LEGISLATIVE PRAYER & PLEDGE OF ALLEGIANCE**
- C. **ROLL CALL**
- D. **SPECIAL AWARDS/SERVICE AWARDS/RETIREMENT AWARDS** – None
- I. **APPROVAL OF PREVIOUS SESSION MINUTES**
 - A. Council Meeting – January 5, 2026
 - B. Special Council Meeting – January 10, 2026
 - C. Strategic Planning Session – January 10, 2026
- II. **REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES**
 - A. Acceptance of Citizen’s Traffic Advisory Commission minutes dated December 10, 2025
- III. **ROLL CALL OF STANDING COMMITTEES**
 - A. **FINANCE / ADMINISTRATION** – Chairwoman Tina Boggess; Vice Chairwoman Rhiannon M. Foster
 - 1. Presentation – Sedalia-Pettis County Economic Development: Annual Report (Jessica Craig, Presenter)
 - 2. Presentation – Bothwell Regional Health Center: Annual Audit Report
 - 3. Presentation – Revenue Collection Trends (Jessica Pyle, Presenter)
 - 4. Amending job descriptions – Finance Department
 - Council Discussion led by Chairwoman Boggess
 - BILL NO. 2026-5** Call for Ordinance Amending existing Classifications and Job Descriptions for various positions to allow career mapping for Finance Department Staff – Mayor Dawson
 - 5. Budget Amendment and Quote – Spy Glass - \$26,740.35
 - Council Discussion led by Chairwoman Boggess
 - R 2157** Call for 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 - Mayor Dawson
 - BILL NO. 2026-6** Call for Ordinance Amending the Budget for the Fiscal Year 2025-2026 regarding IT Communication Services Consulting – Mayor Dawson
 - BILL NO 2026-7** Call for Ordinance Approving and Accepting a quote for Spyglass Consulting fee – Mayor Dawson

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

1. Strategic Planning Presentation – Parks & Recreation (Amy Epple, Presenter)

2. Airport Infrastructure Grant Agreement – Runway Rehabilitation – Missouri Department of Transportation, Aviation Section – Grant Amount: \$253,602.00, City Amount: \$13,348.00

Council Discussion led by Chairwoman Franklin

BILL NO. 2026-8 Call for Ordinance Authorizing an Airport Infrastructure Grant Agreement for Runway Rehabilitation at the Sedalia Regional Airport – Mayor Dawson

3. Better Investment to Leverage Development (BUILD) Grant Applications – Washington Avenue Bridge Relocation Feasibility Study and Engineering for a Roundabout at the intersection of State Fair Boulevard and Main Street

Council Discussion led by Chairwoman Franklin

R 2158 Call for Resolution Authorizing the Submission of an application for Better Investments to Leverage Development (BUILD) Grant for a Washington Avenue Bridge Relocation Feasibility Study – Mayor Dawson

R 2159 Call for Resolution Authorizing the Submission of an application for Better Investments to Leverage Development (BUILD) Grant for Engineering Services for a Roundabout at the Intersection of State Fair Boulevard and Main Street – Mayor Dawson

4. Scope of Work – Washington Avenue Bridge – HDR Engineering, Inc. – \$47,674.00

Council Discussion led by Chairwoman Franklin

BILL NO. 2026-9 Call for Ordinance Authorizing a Scope of Work for Project Coordination, Monthly Invoicing and Quality Management Plan/QA for the Washington Avenue Bridge project – Mayor Dawson

5. Amendment – Ordinance 9450 – South side Parking West 2nd between South Osage Avenue and South Ohio Avenue

Council Discussion led by Chairwoman Franklin

BILL NO. 2026-10 Call for Ordinance Amending City Ordinance 9450 to allow parking on the South side of West Second Street from South Osage Avenue to South Ohio Avenue – Mayor Dawson

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

1. Budget Amendment – Fire Engine Repair – Sedalia Fire Department – \$32,529.16

Council Discussion led by Chairman Scribner

R 2160 Call for 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 - Mayor Dawson

BILL NO. 2026-11 Call for Ordinance Amending the Budget for the Fiscal Year 2025-2026 Regarding Fire Engine repair – Mayor Dawson

2. Quote Acceptance – G2 Fire Station Alerting System – US Digital Designs by Honeywell – Fire Department – \$116,829.07

Council Discussion led by Chairman Scribner

BILL NO. 2026-12 Call for Ordinance Approving and Accepting a quote for a G2 Fire Station Alerting System – Mayor Dawson

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

1. Paul Bruhn Grant Agreement – 606 South Ohio – KSJ Construction, LLC

Council Discussion led by Chairwoman Foster

BILL NO. 2026-13 Call for Ordinance Authorizing a Paul Bruhn Grant Sub-recipient Grant Agreement for window replacement, masonry work and storefront repairs at 606 South Ohio – Mayor Dawson

IV. OTHER BUSINESS

A. APPOINTMENTS

New:

*Appoint – Melissa Turner – Public Library Board – Completing Jackie Marshall’s Term Ending 6/30/2026

B. LIQUOR LICENSES

Renewals:

*John Swearingen dba JA Lamy Manufacturing, 108 West Pacific, Liquor by the Drink – \$450.00

*Lovell Curry dba The Den, 115 West Main, Liquor by the Drink & Sunday Sales – \$750.00

*Shelly Shugart dba The End Zone, 3129 West Broadway, Liquor by the Drink & Sunday Sales – \$750.00

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

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

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

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

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

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

A. Roll Call Vote for Closed Door Meeting

B. Discussion of closed items

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

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

Click on any agenda item to view the related documentation

VIII. BUSINESS RELATED TO CLOSED DOOR MEETING

- A. Motion and Second to return to regular meeting
- B. Roll Call
- C. Approval of Closed-Door Meeting Items

IX. ADJOURN MEETING

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

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Meeting ID: 287 158 528 448 2

Passcode: VE2gu6Rs

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[Find a local number](#)

Phone conference ID: 482 589 953#

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 JANUARY 16, 2026, AT 3:30 P.M. AT THE SEDALIA MUNICIPAL BUILDING, BOONSLICK REGIONAL LIBRARY, SEDALIA PUBLIC LIBRARY AND ON THE CITY'S WEBSITE AT WWW.SEDALIA.COM



OFFICE OF THE CITY ADMINISTRATOR

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

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

1. Sedalia-Pettis County Economic Development Director Jessica Craig will provide the annual presentation of the accomplishments for 2025 and future plans.
2. Members of the audit team hired to perform the audit at Bothwell Regional Health Center will provide the results of the report.
3. Finance Director Jessica Pyle will provide a financial update for FY26.
4. The Finance Department's responsibilities continue to evolve as financial reporting, compliance requirements, and internal coordination become more complex. As part of ongoing organizational review, staff evaluated existing job descriptions and identified opportunities to better align roles with current operational needs. Additionally, the review highlighted the importance of providing clearer role definitions and advancement pathways to support employee development, continuity of operations, and long-term departmental stability.

The proposed amendments to the Finance Department job descriptions represent an intentional step toward strengthening departmental structure, workforce continuity, and long-term success. By clearly defining roles and establishing a career progression framework, the City is better positioned to develop internal talent, reduce institutional risk, and ensure smooth transitions over time. This approach supports effective succession planning while maintaining consistent, high-quality financial operations for the City of Sedalia. These updates are consistent with the City's long-term organizational planning efforts and reflect a proactive approach to workforce sustainability.

5. As part of ongoing efforts to review and better understand the City's communications and IT related service costs, staff undertook a planned project to evaluate existing services and billing practices. While the final project cost exceeded initial expectations, totaling \$26,740.35, the review resulted in significant and measurable savings through the identification of unused phone lines, correction of overbilled services, and recovery of previously incorrect charges. To date, \$13,274.66 in savings have been realized and applied to offset a portion of the expense. The project was originally budgeted with \$5,000 in the applicable professional services account, leaving a remaining balance of \$21,740.35 prior to applying the realized savings. After accounting for the documented savings, a budget amendment is required to properly fund the remaining cost and ensure accurate accounting, transparency, and alignment of the account with actual project expenditures. Over

time, the ongoing savings and cost corrections identified through this review are expected to exceed the one-time cost of the project, resulting in a net long-term financial benefit to the City.

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

1. Sedalia Parks Director Amy Epple will provide her strategic plan presentation for the FY27 season and beyond. Please note the park board directly approves this budget.
2. This item requests approval of an updated ordinance related to the Airport Infrastructure Grant (AIG) for the airport runway rehabilitation project. While construction activities progressed as planned, the overall implementation timeline extended longer than originally anticipated, resulting in the previously approved ordinance falling outside MoDOT's required twelve-month execution window. MoDOT has advised that an updated ordinance is necessary to maintain grant compliance and allow reimbursement of eligible project costs. This action does not change the project scope or funding amounts and is administrative in nature to ensure proper reimbursement and continued compliance with grant requirements.
3. The Better Utilizing Investments to Leverage Development (BUILD) grant program is a highly competitive federal funding opportunity that requires extensive technical documentation, specialized engineering analysis, and detailed narrative responses aligned with federal merit criteria. Successful applications must clearly demonstrate project readiness, safety benefits, mobility improvements, economic competitiveness, environmental considerations, and multi-jurisdictional coordination.

City staff have identified the Washington Avenue Bridge as a critical long-term infrastructure need and are actively pursuing grant funding to evaluate project feasibility, potential replacement locations, and any necessary crossing or connectivity changes. The proposed scope of work by HDR includes development of a comprehensive BUILD Planning Grant application package, including conceptual engineering, alternative analysis, implementation strategies, cost considerations, mapping, schedules, and coordination with partner agencies. This level of technical support significantly strengthens the City's application and improves competitiveness by ensuring the submission meets federal requirements and evaluation standards.

In addition to supporting the FY26 BUILD Planning Grant submission, the technical information, engineering analysis, and documentation developed through this effort will have lasting value beyond a single grant cycle. These materials can be reused for future federal and state grant applications and will directly support long-term planning and informed decision-making related to a potential Washington Avenue Bridge replacement. The not-to-exceed cost for BUILD Planning Grant application support is \$47,674, which falls under the City's existing professional services contract with HDR and is funded within the current bridge budget included in the City's adopted Capital Improvement Fund. No additional funding is required. A draft BUILD Planning Grant application package is scheduled for completion by February 13, 2026, with final submission required by February 24,

2026. Staff recommends authorizing HDR to provide BUILD Planning Grant application support services.

4. This item requests Council authorization to submit two BUILD grant applications to the U.S. Department of Transportation for transportation planning and engineering initiatives. City staff are actively and aggressively pursuing funding opportunities to advance feasibility work for the replacement of the Washington Avenue Bridge, recognizing its long-term importance to the City's transportation network. The first application seeks funding for a relocation feasibility study to evaluate alternatives and inform future capital investment decisions. The second application seeks funding to complete engineering for a roundabout at the intersection of St. Fair Boulevard and Main Street to improve safety and traffic operations. Submission of these applications positions the City to remain competitive for federal funding while continuing proactive efforts to address critical infrastructure needs. No immediate financial obligation is associated with the application process, and any future funding commitments would be presented to Council if grants are awarded.
5. A review conducted by the Traffic Advisory Commission revealed that parking has long been provided on the south side of Second Street, between Ohio Ave. and Osage Ave., but the applicable restriction was never formally removed from the City's ordinance. This difference resulted in the Code not accurately reflecting existing conditions. The proposed amendment corrects this inconsistency by removing the outdated restriction and aligning the ordinance with current operations.

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

1. This item requests approval of a budget amendment to fund repairs to Fire Engine 2 following a motor vehicle accident that occurred on October 10, 2025. No injuries were reported, and the Sedalia Fire Department was determined not to be at fault. The total cost to repair and repaint the damaged portions of the apparatus is \$32,529.16. While the individual responsible for the accident was insured and reimbursement to the City is anticipated through the insurance process, funds are required at this time to initiate repairs and return the unit to full service. Approval of this amendment allows the Fire Department to proceed with necessary repairs while ensuring the City is reimbursed once the claim is finalized.
2. The station alerting system for the new fire station ranked second on the Council's FY 27 priority list and was identified early in the project as an important operational component of the facility. The system supports responder safety, improves response efficiency, and ensures effective emergency operations within the new station.

During a review of the current project, staff identified cost-saving opportunities, including the removal of a fence and select landscaping elements, which resulted in sufficient expense reductions within the project fund to fully absorb the cost of the station alerting system. As a result, this purchase can be made without increasing the overall project budget or requiring additional funding. Funding the system through the existing project fund allows the City to incorporate this critical equipment as part of the complete facility build-out, rather than treating it as a separate, post-construction expense.

Purchasing and installing the alerting system at this stage ensures timely integration with the building's infrastructure during construction, avoids unnecessary delays, and reduces the risk of additional costs or operational inefficiencies that could occur if the system were installed after the station is completed and occupied. The system will be procured through the Sourcewell Cooperative Purchasing Agreement which satisfies our purchasing policies.

Community Development Committee – There is one item for consideration through the Community Development Committee.

1. This item requests approval of a required subrecipient grant agreement associated with the Paul Bruhn Historic Revitalization Grant for rehabilitation work at 606 South Ohio Avenue. The City of Sedalia was awarded funding under the Paul Bruhn Historic Revitalization Grant program administered by the National Park Service, and Council previously approved the standardized subrecipient grant agreement template in March 2024. Execution of a project-specific subrecipient agreement is required by the National Park Service prior to reimbursement and implementation of grant-funded work.

The Sedalia Historic Preservation Commission reviewed all submitted applications and recommended this project as one of the top priorities for funding, consistent with program goals and preservation criteria. The approved scope of work includes tuckpointing, foundation repair, and storefront rehabilitation, all of which must be completed in accordance with the Secretary of the Interior's Standards for Rehabilitation. The total project cost is \$78,050.00, with \$60,099.00 funded through the federal grant and \$17,951.00 provided by the property owner. No City funds are used for construction costs, and the City's role is limited to administration and compliance oversight required under the grant program.

Following execution, the subrecipient agreement will be forwarded to the National Park Service as part of the required documentation package for final technical review. The National Park Service has advised that this review process may take up to ninety (90) days due to national workload volume. Approval of this agreement allows the project to proceed in compliance with federal requirements and ensures eligibility for reimbursement of grant-funded expenses.



Let's Cross Paths

CITY OF SEDALIA, MISSOURI
CITY COUNCIL MEETING
JANUARY 5, 2026

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

The Council of the City of Sedalia, Missouri duly met on January 5, 2026 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:

Table with 4 columns: Name, Status, Name, Status. Rows include Jack Robinson (Present), Cheryl Ames (Absent), Lee Scribner (Present), Tina Boggess (Present), Bob Hiller (Present), Bob Cross (Present), Rhiannon Foster (Present), Michelle Franklin (Present).

SERVICE AWARDS

Table with 4 columns: Award, Recipient, Title, Department. Row: 5 Year Pin/ Certificate, Nathaniel Slaughter, Police Officer, Police.

SPECIAL AWARDS:

2025 Christmas Light Contest Winners

- 1st Place - Katie Sanchez - 3309 South Stewart - \$100.00
2nd Place - Kyrill Spotten - 2904 Daryl Drive - \$50.00
3rd Place - James Stromblad - 2705 Southwest Blvd. - \$25.00

RETIREMENT AWARDS: None

MINUTES: The Council Meeting minutes of December 15, 2025 were approved on motion by Foster, seconded by Hiller. All Present in Favor. Ames was absent.

The Special Council Meeting minutes of December 23, 2025 were approved on motion by Foster, seconded by Cross. All Present in Favor. Ames was absent.

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES: None.

ROLL CALL OF STANDING COMMITTEES:

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

Strategic Planning Presentation - Downtown

Community Engagement Director Jessica Hoffman presented the Strategic plan for Downtown. Overnight trips are up by 4.2% and visit nights by 3.9%. Visit trends show that the Christmas Parade caused a spike in visits from residents to Downtown, but not many from out of town. The State Fair brought in a lot of out of town guests to greater Sedalia, but not to Downtown.

2025 Accomplishments: Mural installation & public art; Community interest around downtown initiatives; Welcomed 6 new businesses; Record traffic to holiday events; Awarded façade grants; Installed historic clock and added benches; Hosted 12+ events and Paved alleyways.

Merchant Feedback & Lessons Learned

- High turnover impacted continuity and follow-through
- Momentum stalled during transitions
- Communication was inconsistent at times
- Attention to green spaces
- Learning curve as new processes were developed
- Two events canceled from weather
- Remove barriers to start a business

Goals For 2026

Economic Vitality: Vacant properties tour; QR code window clings; small business education panel; “Why Downtown Sedalia?” recruitment packets; Youth startup entrepreneurship contest; Seasonal window decorating contests.

Design: Building/Infrastructure/Electrical & Grounds maintenance; Seasonal plants and greenery; Façade grants; Accessibility upgrades; wayfinding signage (parking, event notices, maps); Murals/public art; Downtown audio system; Downtown Christmas lights on poles.

Organization: Annual planning & strategic session; Block captains; Downtown maps & directory; Communications systems; recruitment & recognition; Find additional outside funding (sponsorship packages, grant funding).

Promotion: Signature festivals & community events; Quarterly Saturday business crawls; Small Business Saturday cookie crawl; Main Street marketing & promotional merchandise; Missouri State Fair tie-ins; World Cup activities & marketing; Live entertainment.

PUBLIC WORKS – Chairwoman Michelle Franklin; Vice Chairwoman Tina Boggess

Strategic Planning Presentation – Street/Sanitation/Mowing/Alley Maint

Public Works Operations Director Justin Bray presented the Strategic plan for Street, Sanitation, Mowing, Alley Maintenance and Materials Management Site.

Progress – 2026 Projects

<u>Mill & Overlay Streets Alleys & Parking Lots:</u>	<u>Joint operations with Pettis County:</u>
- 16 th – 65 Hwy to S. Beacon Ave.	Cambridge
- 16 th – S. Ohio Ave. to S. New York Ave.	Apple Valley Road
- New England Dr. West 11 th to dead end	East 32 nd St.
- Hancock Ave-14 th to 16 th	<u>Macro Paving linear feet</u>
- Montgomery Ave. Broadway – East 3 rd St.	Cemetery Roads 29,652
- Grand 20 th -24 th	16 th Street 3,920
- Emmet Broadway to Tower	Southwest Village 17,567
- Quincy Broadway to 7 th	<u>Tree Trimming</u>
- Sneed Broadway to dead end	In house removals – 42 trees
- Alleyway S. Ohio Ave – S. Osage between 5 th & 6 th	Outsourced removals – 84 trees
- Alleyway S. Wagner Ave 9 th – 10 th	In house trimming – 373 trees
Asphalt Repairs – various base failures	Outsourced trimming – 11 trees
Alley Millings – Appx 1,800 tons	Woodchip hauling – 18,000 cubic yards

Crack Seal – Winter and Early Spring	<u>Salt used on Roadways:</u>
Culvert Pipe Replacement – as requested	2018 – 516 tons
Street Sweeping – 1128 curb miles/1268 cubic yards swept	2019 – 1,199 tons
Concrete- 4,507 ft of sidewalk replaced; 2 driveway approaches;	2020 – 1,072 tons
630 Linear ft. Curb and Gutter; 1,200 tons of base rock hauled;	2021 – 555 tons
North Central Sidewalk project	2022 – 1,072 tons
<u>Joint operations with Pettis County:</u>	2023 – 84 tons/344 tons
Cambridge	2024 – 1,894 tons
Apple Valley Road	2025 – 1,874 tons
East 32 nd St.	

Safe Routes to School:

Sacred Heart – Added pedestrian crosswalk “blink light”; updated signage and painting.

Updated all school zone signs and roadway marking in high vis paint as well as High vis bollard markings; Installation of “exiting” school zone signs.

2027 Mill & Overlay Projects

1. Grand-24th to south City limits, following water main replacement (FY 26 project carried forward)
2. 24th New York to Clinton Road (Pettis County infrastructure grant)
3. East 3rd from S. Ohio Ave. to S. Engineer
4. Adams/Pro Energy-Cherry Tree to Eagleview
5. S. Washington Ave between E. Main St. and E 3rd St.
6. E. 10th St. from S. Ingram Ave. to S. Washington Ave.

Alleys

1. Between Broadway and 9th Ingram to South Merriam
2. Between Broadway and 7th Montgomery to Merriam

Mowing and Alley Maintenance

Mowing and Alley Maintenance mows public places, right-of-ways, easements, City lots and Code Enforcement lots. They also help with abatement mowing on private property, waste clean ups, assist with demolitions and fill in for Sanitation or at the Materials Management site when needed.

Director Bray stated that they have retained millings from asphalt projects this year and they are “stored” at the Materials Management Site; Alleys will be graded and millings will be used as surface material; Millings adhere via compaction and do not rut out as badly as gravel; and they nearly form a hard surface.

Director Bray stated he would like to add 1 - Equipment Operator I for container rentals, pick up on demands as well as a swing man for sanitation route driver vacancies; and 2 – Laborers to have (2) 3-man mow crews as well as to fill in on Sanitation shortage.

Sanitation

One Pick-up Weekly - 4 days/week, 10 hours per day (Tuesday through Friday)

- Residential Trash Tons 8,038 or Pounds collected 16,076,000
- Clean Sweep Sedalia - Bulky pick-up 4 cu yards approx. 12-week schedule 258 Tons or 716,000 Pounds collected
- Pick-up on Demand – 269

- Container rentals: 2yd – 22, 4yd – 30, 6yd – 3, 10yd – 175, 30yd – 18
- Recycling – Encourage residents to recycle; continue to work on additional drop off locations as well as possibility of curbside glass recycling.
- Yard and Tree Debris Twice Monthly Pick-up – 288 scheduled pickups

FY 2027 Sanitation Strategic Goals:

Provide reliable, responsive and affordable sanitation collection services in line with customer needs and attract/retain a skilled workforce.

Engage Sedalians as Partners To Keep City Healthy, Safe, and Clean:

Increase awareness about option to rent a container rather than bulky item pick-up when volumes of material are involved; Build on community involvement in neighborhood cleanliness; Encourage neighborhood volunteerism to clean up and keep neighborhoods, including alleys litter free.

Continue to Improve Safety for Employees and the Public:

Sanitation work is ranked as the 4th most dangerous job in the United States; To institutionalize that “safety is everyone’s job”, increase training efforts and implement a method of rewarding a great safety record; New equipment purchased includes enhanced safety equipment such as use of back-up cameras, sensors and automatic braking devices; LED lighting on multiple sides of vehicles and in collection truck hoppers increases visibility to the public as well as employees.

Work on Bringing Sanitation Enterprise Fund to Breakeven

FY 2027 Requests: 1 - Operator I for container rental, Pick-up on Demand and backup driver for residential trash collections; 1 - laborer for ground work performing Pick-up on Demands, small container rentals and back up for residential trash collection; Replace older grapple truck used for Clean Sweep, Pick up on Demand, ditch cleaning, and Abatements; Replace existing swap loader pickup truck used for 10 yard, continuing the multi-function truck platform; Increase fee for bimonthly yard waste pick up from \$2.00-\$8.00.

Materials Management Site

Goals: Provide reliable recycling opportunities for City Residents via brush, leaves, grass, glass, metals, electronics and Hazardous Household Waste; Attract and build/retain a skilled workforce that meets the demands of growing community; Offer affordable recycled products for gardening and landscaping; Allow for card payment at facility to simplify process; and add scale to have more accurate measurements for payment.

<u>Current Products</u>
Bio Blend Compost
Screened mulch
Overs (wood chip 4" & up)
Wood Chips (3"-under)
Asphalt Millings
Colored mulch
Manned soil
Natural Blend Compost
Delivery of all products

FY 2027 Requests: Drive on scale and scale house; additional concrete walls for zones; brush grinder; and camera/security system.

- The proposed ordinance includes an annexation agreement between the City of Sedalia and Christopher P. Martin and Denise L. Martin for the property located at 2280 West Country Club Drive. The Martins are requesting connection to the City's water distribution system and have agreed to pay the out-of-city rate structure until the property is formally annexed into the City limits.

BILL NO. 2026-1 ORDINANCE NO. 12390 – AN ORDINANCE AUTHORIZING AN ANNEXATION AND UTILITY SERVICES AGREEMENT FOR CONNECTION OF PROPERTY LOCATED AT 2280 WEST COUNTRY CLUB DRIVE TO THE CITY OF SEDALIA'S WATER DISTRIBUTION SYSTEM was read once by title.

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

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

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

- In May 2025, Council approved an ordinance restricting the use of engine or "jake brakes" within the city limits. MoDOT requested two minor wording changes to meet state requirements. The first change clarifies that the restriction does not apply on freeways or expressways within city limits where the posted speed is 45 MPH or greater due to the safety need for engine braking at higher speeds. The second revision allows the City to request MoDOT to install "ENGINE BRAKE MUFFLERS REQUIRED" signage at city limit locations.

BILL NO. 2026-2 ORDINANCE NO. 12391 – AN ORDINANCE OF THE CITY OF SEDALIA AMENDING THE CITY CODE REGARDING PROHIBITED JAKE BRAKING was read once by title.

2nd Reading – Motion by Foster, 2nd by Scribner. All Present in Favor. Ames was absent.

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

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

- Sidewalk improvements have been a continued priority of the City Council, and the current budget year includes an additional \$500,000 dedicated specifically for sidewalk repairs above the City's standard program and separate grant-funded projects. To make the most of these funds, Project Manager Jeremy Stone prepared a bid package starting with the oldest and most critical repair locations. The package was structured with alternate deducts to adjust quantities as needed and keep the final project within budget. Staff recommends awarding the project to S&A Equipment & Builders, LLC in the amount of \$477,859.20.

BILL NO. 2026-3 ORDINANCE NO. 12392 – AN ORDINANCE AUTHORIZING AN AGREEMENT FOR THE SIDEWALK REPLACEMENT – VARIOUS LOCATIONS PROJECT was read once by title.

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

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

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

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

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

APPOINTMENTS: None.

BIDS: Sidewalk Replacement – Various Locations – Decemeber 1,2025

LIQUOR LICENSES:

The following renewal Liquor License was read and approved on motion by Foster, seconded by Scribner. All Present in Favor. Ames was absent.

*Erica Eisenmenger dba The Ivory Grille, 317 South Ohio Avenue, Sidewalk Sales & Sunday Sales

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:

Councilwoman Boggess invited Council to attend the Martin Luther King Jr. Program on Monday, January 19, 2026 at 3:00pm at Burns Chapel Free Will Baptist Church.

City Administrator Matthew Wirt provided an update on the Washington Street Bridge. The contractor submitted a shoring plan to Union Pacific for the concrete forms and equipment. It has received final approval. Tomorrow there will be a start up meeting with City staff and everyone involved. Weather pending the project should be starting anytime.

GOOD & WELFARE:

Kevin Walker, 700 West Broadway, stated he hoped that the City is serious about enforcing the Jake Brake Ordinance. Every night between 7:30-8:15 there is a semi that comes through that starts jake braking from Vermont St. all the way down Broadway which is a 35 mile an hour speed limit. It causes damages to the homes on Broadway, vibrates glass loose and caulking ends up needing to be replaced.

Debbie Covington, PO Box 965, addressed concern about the incident that happened recently with a free lance reporter at a Council meeting stating that multiple people including herself witnessed an object being brought into contact with the reporter's face while he was seated. A public apology would not admit guilt, it would demonstrate respect for the press, public and the institution. Regarding fiscal transparency, the City Clerk confirmed there is no stand alone Ordinance establishing a Mayoral car allowance. Instead that allowance was embedded in the budget. Under Missouri law, compensation for elected officials must be clearly authorized and transparent. Budgets authorize spending, they do not create compensation policy. Mrs. Covington wants to know why the Downtown Strategic Planning Presentation was given by the Community Engagement Director because it raises a question as to why it is being given by someone who does not run that department.

Rene Vance, 19813 Tanglenook, gave an update on the Older American's Act. It is only funded through January 30th and faces potential lapse unless Congress passes the new legislation to reauthorize or fully fund it for fiscal year 2026. The Senate did pass a bill in late 2024 to reauthorize the Older American's Act from 2026-2030, however, it stalled in the House. The extension is pending but Congress needs to act before January 31st. The things the Older American Act funds is not just our Senior Center, Meals on Wheels will have zero money. Ms. Vance asked Council to consider funding again of \$2,500.00 in next year's budget.

The meeting adjourned at 7:30 p.m. on motion by Foster, seconded by Cross 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, Scribner, Boggess, Hiller, Cross, Foster and Franklin. No one voted "No". Ames was absent.

The regular meeting reopened at 9:11 p.m. on motion by Robinson, seconded by Foster.

ROLL CALL:

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

BUSINESS RELATED TO CLOSED DOOR MEETING:

BILL NO. 2026-4 ORDINANCE NO. 12393 – AN ORDINANCE APPROVING A QUIT CLAIM DEED FOR THE SALE OF PROPERTY COMMONLY KNOWN AS 719 EAST 4TH STREET AND ASSOCIATED REAR LAND FROM THE CITY OF SEDALIA, MISSOURI TO JUAN PORTUGAL was read once by title.

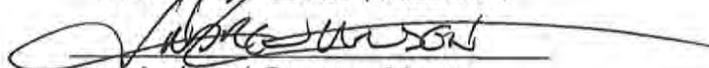
2nd Reading – Motion by Foster, 2nd by Scribner. All Present in Favor. Ames was absent.

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

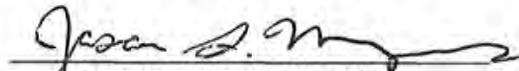
Roll Call Vote: Voting “Yes” were Robinson, Scribner, Boggess, Hiller, Cross, Foster and Franklin. No one voted “No”. Ames was absent.

Regular meeting adjourned at 9:12 p.m. on motion by Cross, seconded by Robinson. All Present in Favor. Ames was absent.

THE CITY OF SEDALIA, MISSOURI



Andrew L Dawson, Mayor



Jason S. Myers, City Clerk



CITY OF SEDALIA, MISSOURI
SPECIAL COUNCIL MEETING
JANUARY 10, 2026

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

The Council of the City of Sedalia, Missouri duly met in Special Session on Saturday, January 10, 2026 at 8:30 a.m. at the Municipal Building in the Council Chambers with Mayor Andrew L. Dawson presiding.

ROLL CALL:

Table with 4 columns: Name, Status, Name, Status. Rows include Jack Robinson, Cheryl Ames, Lee Scribner, Tina Boggess, Bob Hiller, Bob Cross, Rhiannon Foster, Michelle Franklin.

LIQUOR LICENSES:

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

* Amy Oberbeck dba Shakers Bartending, 2070 South Pebbleridge Road, Springfield, MO, Special Event, ProEnergy Holiday Party, Agriculture Building-MO State Fairgrounds, 2503 West 16th Street, January 10, 2026, 2:00 P.M. – 11:59 P.M.

The Special Meeting adjourned at 8:35 a.m. on motion by Foster, seconded by Scribner. All in Favor.

THE CITY OF SEDALIA, MISSOURI

Signature of Andrew L. Dawson
Andrew L. Dawson, Mayor

Signature of Jason S. Myers
Jason S. Myers, City Clerk



CITY OF SEDALIA, MISSOURI
STRATEGIC PLANNING SESSION
JANUARY 10, 2026

The Strategic Planning Session started at 8:35 a.m. at the Municipal Building in the Council Chambers. Mayor Andrew L. Dawson called the meeting to order.

Council members present were: Jack Robinson, Cheryl Ames, Lee Scribner, Tina Boggess, Bob Hiller, Bob Cross, Rhiannon Foster and Michelle Franklin. Also present were Andrew Dawson, Matthew Wirt, Jason Myers, Matt Irwin, Daniel Shaw, Chris Franklin, Roger Waters, Elizabeth Nations, David Woolery, Adam Hendricks, Michael Elwood, Kevin Tylar, Chris Davies, Justin Bray, William Bracken, Mitchell Mullen, Shannon Ramey-Trull, Jessica Pyle, Randi Battson, Amy Epple, Dimitrius Maduros and Jessica Hoffman.

REVIEW OF STATUS OF FY 2026 GOALS

Police & Fire:

1. Drones as First Responders – Implemented one drone.
2. FTO Software – Up and running.
3. Sonix Transcription Service – In place
4. Special Response Vehicle – Should be in the end of January or first of February
5. Aerial Truck delivered
6. Training hours increased
7. SOP review – Complete
8. Central Fire Station & Training Center – In progress
9. Achieved ISO 2 rating

Community Development:

1. Downtown Events – Continue to increase. Community Engagement Director helping to cover duties while Community Director Position is vacant.
2. North Central Sidewalks – In progress

Building & Code:

1. More certified staff
2. Shift in resources toward building and development.
3. Electronic plan submission and review – Blue Beam in place.

Cemetery:

1. Cleared property along Veterans Memorial Drive
2. New backhoe – Put into service

Animal Shelter:

1. Created surgical room & hired veterinarian for surgeries.
2. Improved animal related ordinances to encourage responsible pet ownership.
3. All staff is certified kennel technicians.

Airport:

1. South taxiway/runway rehab – Finished earlier than expected
2. Increased flight school hours
3. Finished FBO

Street Department:

1. Laid 84,000 tons of asphalt
2. Macro Paving – Started

3. Additional sidewalk repair project – Contract awarded
4. New truck purchased – Snowplows waiting for some of the beds to be completed.

Parks and Recreation:

1. Liberty Stadium remodel – Complete
2. Bowling Alley & E-Sports center – In progress
3. Liberty Park Lagoon renovation

Utilities – Water & Wastewater:

1. Creation of formal pretreatment program – In process
2. Design process of new North wastewater treatment plant – In design, switched to different delivery method. Contract with engineer and Construction Manager At Risk process will reduce costs.
3. Southeast conditional assessment – In progress
4. Replacement of water meters – In progress

Sanitation:

1. Implementation of Rehrig scanner and tracking system – Complete
2. New cart program offering more cost-effective choices for citizens
3. Volume based rate system

FY 2027 Economic Outlook

Federal Reserve Policy and Local Impacts: Federal Reserve implemented multiple interest rate reductions, bringing federal funds target range to 3.50%-3.75%; any further adjustments will be cautious and data-driven, as inflation remains above 2% target and labor market conditions continue to show resilience; measured interest-rate environment may provide some relief for borrowing costs related to capital projects and housing; expectations for 2026 are centered on modest and limited further reductions, rather than rapid easing cycle.

Labor Market Shifts: National labor market indicators show slowing pace of job gains and gradual increase in unemployment toward an average near 4.4% indicating slight loosening of labor conditions; jobs-to-seeker ratio has moderated compared to post-pandemic highs, which correlates with slower wage growth overall; public-safety and specialized sectors continue to report difficulty finding qualified candidates, pressuring local employers to remain competitive with wages and recruitment incentives.

Continued Economic Growth: National GDP growth projected to slow to 2.0% reflecting more normalized pace of expansion; while growth remains positive, this outlook underscores the importance of prudent fiscal planning to support business retention, service delivery, and infrastructure investment.

Consumer Spending and Debt: Consumer spending continues to be a foundation of economic activity, but higher reliance on credit and accumulation of household debt particularly credit card debt growing faster than incomes for some groups highlight potential vulnerabilities if wage growth slows.

Supply Chain Challenges: Although global supply chain disruptions have improved since the pandemic, material cost volatility and delivery timelines remain uneven, particularly for construction and specialized manufacturing inputs; Proactive procurement planning and cost monitoring remain important to mitigate risks in local capital projects.

Missouri Growth Trends: Statewide economic data indicates slower overall sales tax growth, reflecting a moderation in retail activity compared to earlier years; while national retail sales growth remains positive, Missouri's overall tax base has not expanded at the same pace as neighboring states; Sedalia is positioned for more equitable and sustained revenue growth relative to broader state trends, underpinned by local economic resilience and diversified activity.

Thoughts for FY 2027: There is a lot of potential for the upcoming year, but it will be looked at conservatively moving forward. There are outside economic issues on the federal and state level that may or may not affect the City in a negative way. The gross receipts tax is down so that will be looked into for the next year.

FY 2027 Vision: Infrastructure and growth readiness; Economic Development and Regional growth; Operations, Leadership and sustainability.

Department Presentation Review

City Clerk's Office: City Clerk Jason Myers stated that the priorities for FY 2027 are as follows:

Scanning and Storage - Deploy a network attached storage device that would allow to offload older less frequently accessed data from the main server. This would free up space without disrupting daily operations and could be scaled as needed. The device would add approximately 4-5 years to current server life. Cost \$700.00

Microfilming - Most cost-effective method of retention and only media recognized by the State for preservation of historical records; the office does own prepping & scanning of all documents for cost savings before sending to Microfilm Company to convert to microfilm; current machine 35 years old, parts are still available, but will gradually become obsolete; Microfilm Readers with internal printer mechanism are no longer available for purchase. They have transitioned into Microfilm Reader/Scanner machines that have an interface that scans the image(s) to your computer and then print from there; approximate cost for new Reader/Scanner is \$7,000; will need to be looked at within next 5 years.

Code Book - Code of Ordinances last re-codified in 2010; suggested that recodification occur approximately every 10 years; cost for recodification in 2010 was \$16,000; per CivicPlus, current estimated recodification cost \$47,500; should be looked at within next 3-5 years.

Airport: Airport Director Mitchell Mullen stated that the Airport's greatest accomplishment this fiscal year was finishing the North Parallel Taxiway and Northern 500' of Runway 18/36.

Budget Priorities for FY27:

- Grant-based project for reconstructing Southern Taxiway serving runway 18/36; total project cost estimate is \$2,835,000 with a City cost of \$283,500.
- New mower \$16,305.60.
- Flight School/Maintenance Projects - A&P mechanic getting IA Certification allowing; continue to grow Flight School by acquiring more planes and hiring flight instructors.

Councilwoman Foster asked how many people were enrolled in the Flight School. Director Mullen stated that they have 5-10 current students. The planes have to be inspected every 100 hours on top of the yearly inspection. Last year they did not get to 100 hours. This year if they continue at the same pace, they are looking at having to do (2) 100 hour inspections. The only thing that the City pays for on the plane is the insurance.

Fire Department: Fire Chief Matt Irwin presented the priorities for the Fire Department for Fiscal Year 2027:

Assistant Chief of Training – Estimated \$100,000 w/benefits; would manage 20,000+ hours & recertifications needed annually; Live fire coordinator; Teach Fire Academy; and coordinate training with local and regional partners.

Assistant Chief of Emergency Preparedness – Estimated \$100,000 w/benefits; Liaison between City of Sedalia and EMA; disaster preparedness - single contact for all city departments and coordinating training with EMA.

Station Alerting – Replace current alerting system due to being hard to hear and to help with call efficiency; \$35,000.00 for Headquarters and \$115,000.00 New station and Dispatch.

Brush Truck – Estimated \$100,000 (New vehicle); rehab existing unit \$15,000.

Extrication Equipment – Currently one set on Ladder Truck; Central Fire Station has small set; set on Ladder Truck is the only heavy set; \$50,000.

Councilwoman Boggess asked if the new station had an alert system. Fire Chief Irwin stated that they are planning on taking the system from Central Station and moving it over to the new station. Councilman Scribner asked if the Assistant Chief of Emergency Preparedness could be promoted from within. Fire Chief Irwin stated that both positions could be promoted from within and that there are personnel qualified to be promoted into them. Councilwoman Foster asked how often the Brush Truck is used. Fire Chief Irwin stated that it is used 7-8 times per year, out in the county or when they fight a fire that they can not get to within the City limits. It is often not used because of its age but is used to plow parking lots.

Police Department: Police Chief David Woolery stated that this year the City has moved to Tyler Technologies for their ERP system on the software side. Currently Tyler Technologies operates all of the mobile units in police cars, records management systems and Dispatch. The Police Department purchased their records management system 16 years ago. About six years ago, Tyler stopped updating Records Management System which is what the officers write their reports on. They are now moving them to Tyler Cloud.

Tyler/Enterprise Public Safety + CAD =RMS Cost

- Onetime fee - \$159,200
- Recurring fee - \$232,000
- Anticipated cost savings for hardware replacement - \$100,000

Councilman Scribner asked if the City were to switch to another system, how many years of data are they at risk for losing. Police Chief Woolery stated that 25+ years of information could be lost such as a background on every resident or business in Sedalia.

In-Car Camera replacement \$25,630

- Cameras purchased in 2016 are beyond end of life
- Panasonic does not produce parts any longer
- Improved video capability/documentation; Blue Shield Grant \$50,000.00 purchased 8
- 3 more cameras required to equip patrol fleet

Live911 licenses \$9,000

- Licenses \$900/yr
- 15 Licenses total providing Live911 in every Patrol Fleet vehicle, CRU office and report room
- Hear emergency calls in real time

Graykey forensic processing \$28,310

- Forensically acquire data from locked and unlocked devices
- Current software unable to defeat locked devices
- Process devices in-house versus KC; Faster evidence/intel collection resulting in enhanced investigative success

E-ticketing for car computers \$6,426

- License upgrade from Brazos handheld device to MDT/computer for E-ticketing
- Quicker more accurate citations and warnings

Replace quonset hut \$582,000

- Enhanced training spaces plus evidence and vehicle storage

Code Enforcement & Building Inspections: Chief Building Official Dimitrius Maduros stated that the priorities for the Department are:

Code Enforcement – Foster teamwork & customer service to build cooperation, engagement and consistent/fair enforcement to increase compliance and community trust; standard Operating Procedures to formalize fair/consistent procedures that prioritize time for compliance, engagement and neighborhood improvement.

Building Inspections – Community outreach & contractor relations for inspectors; specialized inspection training for building inspectors.

Budget Item – Employee Customer Service Training \$4,000.

Cemetery: Cemetery Director Roger Waters presented the priorities for the Cemetery: SUV for Director to use with families \$35,000, Toro Casket Transporter to transport casket/urns from Committal Shelter to grave site \$57,000.

Councilwoman Foster asked how they are currently transporting caskets. Cemetery Director Waters stated that currently the funerals are transporting the caskets directly from the funeral home to the grave. The Transporter would eliminate the need for pallbearers, making it a safer option. Councilwoman Boggess asked how often families are transported. Director Waters stated that currently, if there is one individual that he will transport them in the truck. Sometimes people want to take their own vehicle, but having the SUV would be beneficial on days with inclement weather when families are looking at purchasing grave lots.

Animal Services: Animal Services Manager Randi Battson stated that animals running at large is an issue. Spaying and Neutering is one of the most efficient ways to prevent animals running at large. She is requesting funds to hire an additional vet assistant to increase number of animals sterilized. Salary and benefits for a veterinary assistant would be \$66,569.00/yr. There is only one Animal Control Officer currently. The amount of calls is going up each year. Director Battson is requesting \$159,820 for an additional Animal Control Officer and truck.

Human Resources: Human Resources Director Shannon Ramey-Trull stated that there are two staff members in the Human Resources Department. They are over the safety aspect and work comp. The Clerk's Office addresses property and liability claims. Director Ramey-Trull would like someone who could pool all of these programs together.

Risk & Safety Coordinator: Total cost with benefits \$82,535. This person would develop, implement and maintain a comprehensive Safety Program by conducting and coordinating training to ensure compliance with safety standards; Coordinate safety committees to address and resolve safety issues; Plan and implement safety activities and training to provide information of safety policies, procedures, regulations and standards; Administer Safety Recognition Program; Conduct inspections, spot checks, and inquiries to ascertain the adherence to and understanding of safety and health policies, practices and procedures; Inspect work sites, equipment, materials and supplies to detect possible safety hazards; Write reports of findings; Investigate accidents/reports of injury to determine if accidents were preventable; Maintain data base for accident and injury reports; file liability claims.

Tuition Reimbursement: Currently \$1,500 annually based on final grade. The Federal Tuition Reimbursement Limit is \$5,250. Director Ramey-Trull would like to increase the City's limit to \$3,500 annually with a two year contract.

Public Works: Public Works Operations Director, Justin Bray, stated that his projects and priorities are based on the results from the Roadway Asset Services data, in-house complaints from citizens and their own inventory and assessment.

Pavement Management:

<u>Streets</u>	<u>Funding amount</u>
1. Grand- 24 th to south City limits	\$199,075
2. 24 th New York to Clinton Road	\$295,100
3. East 3 rd from S. Ohio Ave. to S. Engineer	\$193,850
4. Adams/Pro Energy – Cherry Tree to Eagleview	
5. S. Washington Ave. between E. Main St. and E. 3 rd St.	
6. E. 10 th St. from S. Ingram Ave. to S. Washington Ave.	

Alleys

- Between Broadway and 9th Ingram to South Merriam
- Between Broadway and 7th Montgomery to Merriam

Street Equipment:

1. Tandem multi-function replacement	\$311,000
2. Single dump truck replacement	\$280,000
3. Small multi-function truck replacement	\$150,000
4. Force feed loader replacement	\$300,000
5. Pothole patcher bed replacement	\$179,000
6. Oil distributor bed	\$131,000
7. Backhoe replacement	\$149,000
8. Street sweeper replacement	\$342,000
9. Skid steer High Flow	\$ 90,000
10. Ride on broom/belly broom	\$ 92,000
11. Tanker trailer semi for tac	\$ 87,500

Councilwoman Foster asked how many street sweepers the City has now. Director Bray stated that there are two in the inventory. The one they are trying to replace is a 2014 model which is worn out and torn up. Councilman Scribner asked how much the pothole patcher was used this year. Director Bray said that it was not utilized due to being down waiting on parts, safety concerns and because the hydraulic pump is underpowered.

Street Staff

- Operator I (2) \$53,208.48 X2 = \$106,416.96
- Laborer (2) \$ 49,150.80 X2 = \$98,301.60

Concrete Crew Staff

- Operator II (2) \$58,685.21 X2 = \$117,370.42
- Operator I \$ 53,208.48

Sanitation Equipment/Staff

- Single cab multi-function truck \$150,000
- Containers 2,4,6,10 and 30 yard \$ 50,000
- Trash carts 35,65,95 gallon \$30,000
- Operator I \$53,208.48

Mowing Equipment

- Zero turn mowers (2) \$ 24,000
- Mow crew truck (small multi-function plow, spreader, hook-lift) \$150,000

- Dingo ditch witch (1) \$ 40,000
- Tractor and brush hog \$ 55,000

Mowing Staff

- Operator I (1) \$53,208.48
- Laborer (2) \$ 49,150.80 X2 = \$ 98,301.60

Compost:

1. Drive on Scale \$ 80,000
2. Concrete walls for zones \$ 30,000
3. Camera/security system \$ 8,000

Parks and Recreation: Park Director Amy Epple shared their goals for FY 2027:

- Repair, expand and connection expansion at Centennial and Katy Park
- New Playground at Liberty Park
- Zipline added to Housel Park
- Ballfield backstop improvements, bleachers, and shade improvements at Hubbard and Centennial
- LED light improvements planning for Clover Dell and Centennial
- Memory Lanes Grand-Opening Early November
- HCC increase in rental rates and user fees starting April 1st to offset minimum wage

Utilities: Utilities Director William Bracken gave the proposed water projects, water pollution control projects and equipment requests for 2027.

Main Replacements (Water)

- South Hancock from Broadway to 5th – 7 Leaks over last 2 years; will include 700 block of East 6th - \$375,000.00
- South Gentry from Main to 3rd – 4 leaks over last 4 years; has been a repeating problem; Pipe condition is poor - \$325,000.00
- 1400 block of New England – Prone to leaks historically; upsize pipe to add fire protection and increased flow – 125,000.00
- Pay as we go replacements of smaller trouble spots and galvanized line replacements – \$175,000.00

Equipment (Water)

- Vermeer Bore Package – Equipment to complete smaller trenchless excavation projects in-house - \$200,000.00

Line Replacements (Water Pollution Control)

- Crescent Drive – Worst pipe condition in system; clay line has had multiple service calls - \$500,000.00
- Dejarnette Addition – Multiple sections of failed pipe and has major problems with fall of pipe - \$500,000.00

Equipment (Water Pollution Control)

- Replacement dump trucks – Looking at used dump trucks for plant use for sludge hauling - \$100,000.00

FY 2026/2027 FUND/PROJECT RANKINGS

General Fund:

1. Police – Public Safety Software upgrade – 391,200.00
2. Fire – Station Alerting – New Station - \$115,000.00
3. Fire – Station Alerting – Headquarters - \$35,000.00

4. Police – Graykey forensic processing phones - \$28,310.00
5. Police – Car cameras - \$25,630.00
6. Animal – ACO/Vehicle - \$159,820.00
7. Police – Live 911 - \$9,000.00
8. Fire – Assistant Chief of Training - \$100,000.00
9. Animal – Vet Assistant - \$66,569.00
10. Fire – Extrication Equipment - \$50,000.00
11. Police – E-ticketing for cars - \$6,426.00
12. Clerk – Network attached storage device - \$700.00
13. Fire – Assistant Chief of Emergency Preparedness - \$100,000.00
14. Human Resources – Risk & Safety Coordinator - \$82,535.00
15. Cemetery – SUV for directory & families - \$35,000.00
16. Clerk – Microfilm Reader/Printer - \$7,000.00
17. Clerk – Recodification - \$47,500.00
18. Human Resources – Tuition Reimbursement - \$10,500.00
19. Cemetery – Toro casket transporter - \$57,000.00

Capital Improvements Fund:

1. CIP – Additional sidewalk repairs - \$500,000.00
2. CIP – Road Repair & Resurface – TBA
3. Fire – Rehab Brush Truck - \$15,000.00
4. CIP – Feasibility study for new bridge grant - \$650,000.00
5. Airport – South Taxiway project grant – \$283,500.00
6. Compost – Concrete walls for zones - \$30,000.00
7. Compost – Security camera - \$8,000.00
8. CIP – Traffic study Main/Oak Grove grant – TBA
9. CIP – Traffic study Broadway & Winchester - \$75,000.00
10. CIP – State Fair & Main roundabout \$2,000,000.00
11. Compost – drive on scale - \$80,000.00
12. CIP – Traffic study Broadway & Hancock - \$75,000.00
13. Fire – Brush truck - \$100,000.00
14. Police – Q-hut replacement - \$582,000.00

Transportation Fund:

1. Streets – Single dump truck replacement - \$280,000.00
2. Streets – Staff increase 4 employees - \$204,717.00
3. Streets – Pothole patcher bed replacement - \$179,000.00
4. Streets – Tandem multi-function replacement - \$311,000.00
5. Streets – Concrete crew staff increase 3 employees - \$170,578.00
6. Streets – Force feed loader replacement (1972) - \$300,000.00
7. Streets – Backhoe replacement - \$149,000.00
8. Mowing – Mow crew truck, multifunction - \$150,000.00
9. Streets – Street sweeper replacement \$342,000.00
10. Streets – Oil distributor bed - \$131,000.00
11. Streets – Belly broom - \$92,000.00
12. Streets – Skid steer High Flow - \$90,000.00
13. Mowing – Tractor and mower - \$55,000.00
14. Airport – Mower - \$16,305.00
15. Mowing – Zero turn mower - \$24,000.00

16. Streets – Tanker trailer semi - \$87,500.00

17. Mowing – Dingo - \$40,000.00

Sanitation Fund:

1. Sanitation Operator - \$53,208.00

2. Single Cab Multi-Function Truck - \$150,000.00

3. Trash carts 35,65,95 gallon - \$30,000.00

4. Containers 2,4,6,30-yard - \$50,000.00

Road Repair & Resurfacing Funding Goals

1. Funding Level 5 - \$1,500,000.00

2. Funding Level 3 - \$1,200,000.00

3. Funding Level 4 - \$1,400,000.00

4. Funding Level 2 - \$1,000,000.00

5. Funding Level 1 - \$ 800,000.00

The Strategic Planning Session adjourned at 1:05 p.m.

Respectfully submitted: Jason S. Myers, City Clerk

TRAFFIC ADVISORY COMMISSION MEETING
DECEMBER 10, 2025

The Traffic Advisory Commission duly met on Wednesday, December 10, 2025 at 12:00 p.m. at the City of Sedalia Municipal Building. Chairman Esquivel called the meeting to order.

ROLL CALL:

Members		Ex-Officio Members	
Deidre Esquivel	Present	AJ Silvey	Not Present
James Callis	Present	Matt Irwin	Present
John Rucker	Present	Chris Davies	Present
Dennis Henderson	Present		
Byron Matson	Present	Secretary	Elizabeth Nations
Sherry Broyles	Not Present		
Charles Leftwich	Present		

Minutes from the November 12, 2025 meeting were approved.

Guests: City Administrator Matthew Wirt, Public Works Operations Director Justin Bray, Chief Office Administrator Tammy Lewis, Leanna Lawson and Kevin Lujin

OLD BUSINESS:

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

The request will remain tabled.

Traffic in the 1400 block of New England Dr.

The request will remain tabled.

NEW BUSINESS:

Discussion of origination of one-way streets

At the November meeting Mr. Matson asked what the reason was for one-way streets and why the City still has them. Specifically, heading east on W. Second St. and west on S. Wilkerson St. Staff were going to research those ordinances.

Mr. Davies stated Sacred Heart School requested the one-way traffic on S. Wilkerson St. in 2005, and Council adopted the ordinance on October 17, 2005.

Mr. Davies stated the original ordinance setting traffic laws was adopted in 1954 in Ordinance 4293 and laid out several things still in effect. Section 63 lists 7 one-way alleys and 4 one-way streets. Section 63a specifically says vehicular traffic shall move only in an east direction on Second St. from S. Missouri Ave. to Mill St. Then, in February of 1955 it was amended, but it still had the same language for Second St. in Ordinance 4328. In Ordinance 9450 adopted in August of 2005 Section 2 states there shall be no parking on the south side of Second St. from S. Osage Ave. to S. Lamine Ave.

Mr. Davies explained the roadway is not wide enough for two-way traffic and parking. Changing would be a challenge for downtown business owners and be a loss of parking for owners and customers.

Mr. Davies suggested to amend Ordinance 9450 to allow parking on the south side of Second St. from S. Osage Ave. to S. Ohio Ave.

Mr. Matson made the motion to amend Ordinance 9450 to allow parking on the south side of Second St. from S. Osage Ave. to S. Ohio Ave. Mr. Callis seconded. All were in favor.

OTHER ITEMS FOR DISCUSSION:

There was general discussion on the S. Limit Ave. and W. 32nd St. Improvements project.

Mr. Henderson said he has noticed an increase in general traffic in the City and asked about a pass-through traffic count. Administrator Wirt stated MoDOT periodically does counts in the City and those counts are available on their website.

There was general discussion on roadway projects in the County.

The next meeting date is scheduled for January 14, 2026.

The meeting adjourned at 12:32 p.m.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING EXISTING CLASSIFICATIONS AND JOB DESCRIPTIONS FOR VARIOUS POSITIONS TO ALLOW CAREER MAPPING FOR FINANCE DEPARTMENT STAFF.

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

Section 1. Ordinance No. 9940 is hereby amended by amending existing employment classifications and job descriptions for the positions as described below for career mapping for the Finance Department Staff and the efficient operation of the City of Sedalia:

Amendments:

- Accountant
- Accounting Manager
- Accounting Tech I | Accounts Payable
- Accounting Tech I | AP and Payroll
- Accounting Tech I | Accounts Receivable
- Accounting Tech II | Accounts Payable
- Accounting Tech II | AP and Payroll
- Accounting Tech II | Accounts Receivable
- Accounting Tech III | Accounts Payable
- Accounting Tech III | AP and Payroll
- Accounting Tech III | Accounts Receivable
- License Tech I
- License Tech II
- License Tech III
- Supervisory Addendum to Job Description
- Utility Support Specialist I
- Utility Support Specialist II
- Utility Support Specialist III
- Utility Support Specialist Lead

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 20th day of January 2026.

Presiding Officer of the Council

Approved by the Mayor of said City this 20th day of January 2026.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers, City Clerk

To: Matthew Wirt
From: Jessica Pyle
Date: December 22, 2025
Subject: Finance Department Job Descriptions and Career Mapping

The Finance Department requests Council approval of the proposed job descriptions to allow a career path for the finance department personnel.

The finance department is staffed with nine personnel. The request does not add positions or individuals to the current staff. The proposed job descriptions allow employees to grow and advance within the finance department, regardless of changes due to staff turnover.

This growth and advancement provide opportunities for development and sustainability of current employees for long term employment with City of Sedalia.

CITY OF SEDALIA, MISSOURI
Job Description



Job Title: ACCOUNTANT

Department: Finance

Supervisor: Finance Director

Date: July 2025

FLSA Status: Exempt

Position No. FIN/?

Random Substance Testing: N

Job Summary:

This position is responsible for supervision of one or more accounting technician positions as well as ensuring the reconciliation and preparation of the daily deposit, processing payroll and payment of select payroll related liabilities, and balancing select general ledger accounts.

Job Scope:

This position is primarily responsible for serving in an accounting role consisting of reconciling and preparing the daily deposit, assisting with payroll processing, payment of select payroll related liabilities, balancing select general ledger accounts, and year end close/audit preparation. This position is also responsible for supervising and verifying the work of one or more accounting technicians, who are responsible for account receivables, account payables, and/or payroll. Successful performance helps ensure an accurate accounting of the city's financial condition.

Essential Duties and Responsibilities:

1. Reconcile daily deposit record, electronically deposit checks, and prepare cash deposit.
2. Supervise and assist accounting technicians in problem solving, answering questions and meeting deadlines.
3. Oversee complete and accurate processing of payroll. This consists of review of timesheets approved at the department level, entering corrections for time worked, entering corrections for leave taken, calculating garnishments and tax deductions, and printing any necessary checks. Additionally, this includes training of staff to report time and review payroll.
4. Prepare the following payroll tax reports: 940 reports for the 1st and 3rd Quarter of each year; 941 reports for the 2nd and 4th Quarter of each year; unemployment reporting for the 1st and 3rd Quarter of each year.
5. Prepare any necessary reports and pay the following payroll liabilities timely.

6. Ensure monthly accounting and financial activities are completed and reconciled by the 10th of each month, to ensure accurate financial statements are produced.
7. Reconcile assigned balance sheet accounts by the 10th of each month, to ensure accurate financial statements are produced.
10. Prepares proposed journal entries as needed.
11. Assists with annual audit by compiling data, balancing accounts, preparing any supporting spreadsheets and other workpapers to assist in the audit process, and fielding questions regarding accounts receivable and/or payroll.
12. Performs other related duties as assigned.

The duties listed above are only as illustrations of the various types of work that may be performed. The omission of specific statements does not exclude them from the position if the work is similar or related to the position.

Minimum Qualifications:

1. Five (5) years progressively responsible municipal finance experience or other related financial experience
2. Experience with internal and external reporting requirements such as financial statements
3. Two (2) years related experience in payroll, accounting or other related business practices
4. Must be proficient with all products in the Microsoft Office Suite
4. Ability to be bonded
5. Missouri driver's license

Necessary Knowledge, Skills, and Abilities:

1. Knowledge of fund accounting and municipal practices
2. Knowledge of finance and budget principals, practices, and standards
3. Knowledge of city ordinances and city and department policies and procedures
4. Knowledge in interpretation of state and local laws, regulations, and codes
5. Knowledge of management and supervisory techniques
6. Skill in planning, organizing and directing work
7. Skill in operating computers, government accounting software programs, and other standard office equipment ordinances pertaining to licensing, permits, and fees
8. Skill in oral and written communication

Guidelines:

1. Accounting principles, city ordinances, department policies and procedures, and software manuals.
2. Guidelines that require judgment, selection, and interpretation in application. This position is also responsible for assisting in development of departmental procedures.

Complexity:

The work consists of related accounting duties. Time constraints and lack of communication between departments contribute to the complexity of the work.

Principal Working Relationships:

1. Co-workers and other city employees
2. State, County, and other governmental agencies
3. Business owners, city customers, and the general public.

Purpose of Contacts:

Contacts are typically to give or exchange information, provide services, resolve problems, motivate or influence persons, and clarify, justify, defend, negotiate, or settle matters.

Supervisory and Management Responsibility:

This position directly supervises one or more accounting technicians.

As management, this position is also vested in ensuring the timely and accurate release of information both internally and externally on behalf of the finance department regardless of predominate area of concentration.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This work is typically performed while sitting at a desk or table with intermittent standing or stooping. Some reaching and bending may be required. The employee occasionally lifts light and heavy objects, and may be required to distinguish between shades of color.

Work Environment:

The work is mostly sedentary and typically is performed in an office. Work may involve prolonged use of the telephone and personal computer. Evenings and weekends may be required.

Job Requirements:

Four trainings amongst a combination of Accounting, Leadership, and Software topics related to job duties, annually.

Signature

Date

CITY OF SEDALIA, MISSOURI

Job Description



Job Title: Accounting Manager

Department: Finance

Supervisor: Finance Director

Date: July 2025

FLSA Status: Exempt

Position No. FIN/5

Random Substance Testing: N

Job Summary:

This position is responsible for assisting the Finance Director in the management of the Finance Department's daily functions, including but not limited to supervision of accounting technicians, as well as preparing the daily deposit, processing payroll as well as payment of select payroll related liabilities, and balancing select general ledger accounts.

Job Scope:

This position is primarily responsible for serving in an accounting role consisting of reconciling and preparing the daily deposit, supervising and verifying work for processing and recording invoices for payment, collecting city revenue receipts, processing business and liquor license applications, and completing payroll for city employees. Successful performance ensures the sound financial operations of the city government.

Essential Duties and Responsibilities:

1. Oversee reconciliation of daily deposit records, electronic filing of deposits checks; and preparation of cash deposit and deliver cash deposit to the bank daily.
2. Supervise and assist accounting technicians, with dual role to assist with accounts receivable, in problem solving and answering questions.
3. Manage the processing of city payroll. This consists of training and back up for accounting technicians in: review of timesheets approved at the department level, entering corrections for time worked, entering corrections for leave taken, calculating garnishments and tax deductions, and printing any necessary checks.
4. Prepare any necessary reports and pay payroll liabilities timely.
5. Prepares and submits the following tax reports: 940, 941, unemployment, W2 forms, and Form 720 for Patient Centered Outcomes Research.
6. Reviews and approves invoices for payment; ensures that all receipts and expenditures are coded to proper accounts.

7. Ensures credit card payments, long-term debt and project statements, and assigned balance sheet accounts are reconciled by the 10th of each month, to ensure accurate financial statements are produced.
8. Train all new timesheet approvers on how to review, enter, and approve time of the employees for which they are responsible.
9. Prepare employee benefit buyout calculation reports. Cross train accounting technicians to perform this task in your absence.
10. Assists with the annual audit; prepares work papers, schedules, and spreadsheets to close out books at year-end; balances revenue accounts and compiles data for audit confirmation letters.
11. Performs other related duties as assigned.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements does not exclude them from the position if the work is similar or related to the position.

Minimum Qualifications:

1. 5 years progressively responsible municipal finance experience or other related financial experience
2. Experience with internal and external reporting requirements such as Financial Statements
3. Two (2) years related experience in payroll, accounting, or other related business practices
4. Knowledge of municipal government accounting practices and planning preferred
5. Proficient with all products in the Microsoft Office Suite
6. Valid driver's license

Necessary Knowledge, Skills, and Abilities:

1. Knowledge of accounting, fund accounting, and municipal practices.
2. Knowledge of finance and budget principles, practices, and standards.
3. Knowledge of city ordinances and city and department policies and procedures.
4. Knowledge of mathematics, statistics, economics, revenue trending, and forecasts.
5. Knowledge of debt and cash management.
6. Knowledge of state and local laws, regulations, and codes.
7. Knowledge of management and supervisory techniques.
8. Skill in planning, organizing, and directing work.
9. Skill in operating computers, government accounting software programs, and other standard office equipment.
10. Skill in interpreting state and local laws, regulations, and codes.
11. Skill in interpersonal relations.
12. Skill in oral and written communication.

Guidelines:

1. City codes and ordinances, state rules and regulations,
2. Generally Accepted Accounting Principles, Governmental Accounting Standards Board policies, city and department policies and procedures, and IRS regulations.
3. Guidelines require judgment, selection, and interpretation in application.

Complexity:

The work consists of varied duties related to the management of city funds and related fiduciary control. The volume of work performed and frequent interruptions contribute to the complexity of the work.

Principal Working Relationships:

1. Co-workers, other city employees.
2. Bankers, accountants, state officials, and the general public.

Purpose of Contacts:

Contacts are typically to give or exchange information, provide services, resolve problems, motivate or influence persons, and clarify, justify, defend, negotiate, or settle matters.

Supervisory and Management Responsibility:

This position has direct supervision over the Accounting Technicians.

As management, this position is also vested in ensuring the timely and accurate release of information both internally and externally on behalf of the finance department regardless of predominate area of concentration.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The work is typically performed while sitting at a desk or table with intermittent standing or stooping. Some reaching and bending may be required. The employee occasionally lifts light and heavy objects up to 50 lbs., and may be required to distinguish between shades of color.

Work Environment:

The work is mostly sedentary and typically is performed in an office. Work may involve prolonged use of the telephone and personal computer. Evenings and weekends may be required.

Job Requirements:

Four trainings amongst a combination of Accounting, Leadership, and Software topics related to job duties, annually.

Signature

Date

CITY OF SEDALIA, MISSOURI
Job Description



Job Title: ACCOUNTING TECHNICIAN I ACCOUNTS PAYABLE

Department: Finance

Supervisor: Accounting Manager

Date: July 2025

FLSA Status: Non-Exempt

FIN/4

Random Substance Testing: N

Job Summary:

This position is responsible for processing accounts payable for the city.

Job Scope:

The purpose of this position is to process invoices for payment. Successful performance helps ensure that invoices are timely paid and only paid if due and owing by the City.

Essential Duties and Responsibilities:

1. Process invoices for payment, ensuring correct coding and verifying that purchase order stays within amounts allocated by City Council through the budgeting process or has documented support for exceptions granted.
2. Print proof list for review by Accounting Manager prior to issue of checks or ACH files.
3. Respond to inquiries from vendors and departments regarding payments or any other related questions.
4. Manage vendor profiles, including attaching completed W-9 forms electronically to the vendor file, updating payee details, and making sure all vendors who are inactive for 5 years are designated as such (one year for UB customers).
5. Manage vendor payment files, including filing payment records in a timely manner, setting up new files, organizing files at year end, and reviewing miscellaneous files to determine if new individual files should be created.
6. Prepare and submit 1099's and 1096 Summary (1096 is processed automatically with electronic filing of 1099s), with review by the Accounting Manager. This includes reviewing all payments for the calendar year, identifying which vendors and payments are subject to a 1099, and ordering new 1099 forms as needed, ensuring the forms are received in time to prepare by the filing deadline.
7. Provide Finance Director with monthly report of payments issued.
8. Investigate all uncashed checks and proceed appropriately.

9. Manage Accounts Payable email, and distribute invoices to appropriate departments for processing through work flows.
10. Review and approve all purchase orders from all departments in the work flow process. Present bills to City Administrator for approval.
11. Upload positive pay file to bank after any check has been issued. Additionally, review and decision any alerts that come from the bank on checks that have been presented for payment and are not recognized in positive pay.
12. Issue Utility Billing refund checks, including the upload to positive pay.
13. Review all vendor statements to verify all invoices have been paid. Resolve any unpaid invoices.
14. Complete credit applications for vendors as requested by department directors.
15. Performs other related duties as assigned.

The duties listed above are only as illustrations of the various types of work that may be performed. The omission of specific statements does not exclude them from the position if the work is similar or related to the position.

Minimum Qualifications:

1. High School diploma or GED
2. Two (2) years related experience in accounts payable, accounting, or other related business practices
3. Must be proficient with all products in the Microsoft Office Suite
4. Ability to be bonded
5. Missouri driver's license

Necessary Knowledge, Skills, and Abilities:

1. Knowledge of basic accounting principles.
2. Skill in using a computer and various software programs
3. Skill in verbal and written communication

Guidelines:

1. Accounting principles, city ordinances, department policies and procedures, and software manuals
2. Guideless require judgment, selection, and interpretation in application. This position is also responsible for developing departmental procedures.

Complexity:

The work consists of related accounting duties. Time constraints and lack of communication between departments contribute to the complexity of the work.

Principal Working Relationships:

Co-workers, vendors, and other city employees.

Purpose of Contacts:

Contacts are typically to give or exchange information, provide services, resolve problems, motivate or influence persons, and clarify, justify, defend, negotiate, or settle matters.

Supervisory and Management Responsibility:

This position has no direct supervision over personnel.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This work is typically performed while sitting at a desk or table with intermittent standing or stooping. Some reaching and bending may be required. The employee occasionally lifts light and heavy objects, and may be required to distinguish between shades of color.

Work Environment:

The work is mostly sedentary and typically is performed in an office. Work may involve prolonged use of the telephone and personal computer. Evenings and weekends may be required.

Job Requirements:

Two accounting trainings applicable to position, annually.

Signature

Date

CITY OF SEDALIA, MISSOURI

Job Description



Job Title: ACCOUNTING TECHNICIAN I ACCOUNTS PAYABLE/PAYROLL

Department: Finance

Supervisor: Accounting Manager

Date: July 2025

FLSA Status: Non-Exempt

Position No. FIN/4

Random Substance Testing: N

Job Summary:

This position is responsible for clerical, administrative, and data processing work in the Finance Department. This position will also provide backup cashier and customer service support for the daily responsibilities of the Cashiers and Accounting Technician – Accounts Receivable.

Job Scope:

This position will perform a variety of tasks in support of each of the services provided by the Finance Department. The position is primarily responsible for the Essential Duties and Responsibilities outlined below, but will also have special projects assigned on a regular basis. Successful performance helps ensure an accurate accounting of the City's financial condition.

Essential Duties and Responsibilities:

1. Provides backup cashier and customer service support in the absence of either Cashier and/or the Accounting Technician – Accounts Receivable.
2. Manages employer issued credit cards, including issuing new cards, closing cards, fielding employee questions, and reconciling and recording the credit card purchases by the departments to the statement received from the credit card vendor by the 10th of each month.
3. Assists with Accounts Payable by entering purchase orders for finance department purchases, reconciling vendor statements, and providing backup for Senior Accounting Technician – Accounts Payable.
4. Performs employee account maintenance related to payroll, including setup of web timesheet, assigning supervisor roll to employee record, opening H.S.A. accounts, and any other employee maintenance not otherwise performed by the Human Resources Department.
5. Processes city payroll. This consists of review of timesheets approved at the department level, entering corrections for time worked, entering corrections for leave taken, calculating garnishments and tax deductions, balancing payroll reports to the general ledger, and printing any necessary checks and ACH accounts payable file.

6. Prepares payroll tax reports and payroll liabilities monthly and quarterly.
7. Reconciles the airport credit card cash account.
8. Reconciles daily deposit records of each of the cashiers; electronically deposits checks; and prepares cash deposit.

The duties listed above are only as illustrations of the various types of work that may be performed. The omission of specific statements does not exclude them from the position if the work is similar or related to the position.

Minimum Qualifications:

1. High School diploma or GED
2. Two (2) years related experience in an office environment or other administrative work, preferably with payroll and/or accounting responsibilities.
3. Must be proficient with all products in the Microsoft Office Suite
4. Knowledge of municipal government practices preferred
5. Missouri driver's license

Necessary Knowledge, Skills, and Abilities:

1. Knowledge or the ability to obtain knowledge of city ordinances.
2. Knowledge of basic accounting principles.
3. Skill in using a computer and various software programs.
4. Skill in verbal and written communication.
5. Skill in establishing successful working relationships.

Guidelines:

1. Accounting principles, city ordinances, department policies and procedures, and software manuals.
2. Guideless require judgment, selection, and interpretation in application. This position is also responsible for assistance in developing departmental procedures.

Complexity:

The work consists of related accounting duties. Time constraints and lack of communication between departments contribute to the complexity of the work.

Principal Working Relationships:

1. Finance co-workers and other city employees

2. Utility customers
3. General public

Purpose of Contacts:

Contacts are typically to give or exchange information, provide services, resolve problems, motivate or influence persons, and clarify, justify, defend, negotiate, or settle matters.

Supervisory and Management Responsibility:

This position has no direct supervisory responsibility.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This work is typically performed while sitting at a desk or table with intermittent standing or stooping. Some reaching and bending may be required. The employee occasionally lifts light and heavy objects, and may be required to distinguish between shades of color.

Work Environment:

The work is mostly sedentary and typically is performed in an office. Work may involve prolonged use of the telephone and personal computer. Evenings and weekends may be required.

Job Requirements:

Two accounting trainings applicable to position, annually.

Signature

Date



CITY OF SEDALIA, MISSOURI
Job Description

Job Title: ACCOUNTING TECHNICIAN I – ACCOUNTS RECEIVABLE
Department: Finance
Supervisor: Accounting Manager
Date: July 2025
FLSA Status: Non-Exempt

Position No. FIN/2
Random Substance Testing: N

Job Summary:

This position is responsible for collecting city revenues, processing business and liquor license applications, and preparing invoices on behalf of the city.

Job Scope:

This position is primarily responsible for collecting city revenues, processing business and liquor license applications, preparing invoices on behalf of the city, and maintaining accurate balances in each of the general ledger accounts for each of the tasks for which the position is responsible. Successful performance helps ensure an accurate accounting of the city's financial condition.

Essential Duties and Responsibilities:

1. Assists customers by telephone, email, and the walk-up window. Maintains the online email submissions and processes payment as soon as possible.
2. Maintains and balances all non-utility receivable accounts, including invoicing, posting payment, account adjustments, and preparation of reports.
3. Prints business license renewal forms and prepares for mailing annually by April 30th; processes new and renewal license applications; submits list of delinquent license holders for Finance Director to refer for prosecution annually by August 15th.
4. Send renewal reminders to liquor license holders the month prior to expiration; processes new and renewed liquor license applications; send completed liquor license applications to the Police Department for background check; prepares list of liquor license approval requests for City Council and provides the list to the City Clerk to include on the City Council meeting agenda.
5. Supervises Cashier-AR position and serves as backup for the Cashier-AR position in their absence.
6. Processes weed, demolition, and rubbish clean-up invoices on behalf of the Code Enforcement Department; verifies legal description and property owner and coordinates the filing of related liens and/or special tax assessments.

7. Provides reconciled accounts receivable aging reports to Finance Director by the 15th of each month for the previous month end.
8. Prepares proposed journal entries as needed.
9. Assists with annual audit by preparing audit confirmation letters and ensuring all non-utility receivable accounts are balanced with an itemized report indicating the amount owed by each customer. **Assists with additional annual audit prep as assigned.**
10. Reconciles Credit Card receipts with the credit card bank statement by the 10th of each month.
11. Processes bi-weekly payroll.
12. Performs other related duties as assigned.

The duties listed above are only as illustrations of the various types of work that may be performed. The omission of specific statements does not exclude them from the position if the work is similar or related to the position.

Minimum Qualifications:

1. High School diploma or GED
2. Two (2) years related experience in accounts receivable, cashier functions, accounting, or other related business practices
3. Must be proficient with all products in the Microsoft Office Suite
4. Ability to be bonded
5. Missouri driver's license

Necessary Knowledge, Skills, and Abilities:

1. Knowledge or the ability to obtain knowledge of basic accounting principles and city ordinances pertaining to licensing, permits, and fees
2. Skill in using a computer and various software programs
3. Skill in oral and written communication
4. Skill in interpreting state and local laws, regulations, and codes.

Guidelines:

1. Accounting principles, city ordinances, department policies and procedures, and software manuals
2. Guideless require judgment, selection, and interpretation in application. This position is also responsible for assisting in development of departmental procedures.

Complexity:

The work consists of related accounting duties. Time constraints and lack of communication between departments contribute to the complexity of the work.

Principal Working Relationships:

1. Co-workers and other city employees
2. State, County, and other governmental agencies
3. Business owners
4. City customers
5. General public

Purpose of Contacts:

Contacts are typically to give or exchange information, provide services, resolve problems, motivate or influence persons, and clarify, justify, defend, negotiate, or settle matters.

Supervisory and Management Responsibility:

This position has no direct supervision over personnel.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This work is typically performed while sitting at a desk or table with intermittent standing or stooping. Some reaching and bending may be required. The employee occasionally lifts light and heavy objects, and may be required to distinguish between shades of color.

Work Environment:

The work is mostly sedentary and typically is performed in an office. Work may involve prolonged use of the telephone and personal computer. Evenings and weekends may be required.

Job Requirements:

Two accounting trainings applicable to position, annually.

CITY OF SEDALIA, MISSOURI
Job Description



Job Title: ACCOUNTING TECHNICIAN II ACCOUNTS PAYABLE

Department: Finance

Supervisor: Accounting Manager

Date: July 2025

FIN/4

FLSA Status: Non-Exempt

Random Substance Testing: N

Job Summary:

This position is responsible for processing accounts payable for the city.

Job Scope:

The purpose of this position is to process invoices for payment. Successful performance helps ensure that invoices are timely paid and only paid if due and owing by the City.

Essential Duties and Responsibilities:

1. Process invoices for payment, ensuring correct coding and verifying that purchase order stays within amounts allocated by City Council through the budgeting process or has documented support for exceptions granted.
2. Print proof list for review by Accounting Manager prior to issue of checks or ACH files.
3. Respond to inquiries from vendors and departments regarding payments or any other related questions.
4. Manage vendor profiles, including attaching completed W-9 forms electronically to the vendor file, updating payee details, and making sure all vendors who are inactive for 5 years are designated as such (one year for UB customers).
5. Manage vendor payment files, including filing payment records in a timely manner, setting up new files, organizing files at year end, and reviewing miscellaneous files to determine if new individual files should be created.
6. Prepare and submit 1099's and 1096 Summary (1096 is processed automatically with electronic filing of 1099s), with review by the Accounting Manager. This includes reviewing all payments for the calendar year, identifying which vendors and payments are subject to a 1099, and ordering new 1099 forms as needed, ensuring the forms are received in time to prepare by the filing deadline.
7. Provide Finance Director with monthly report of payments issued.
8. Investigate all uncashed checks and proceed appropriately.

9. Manage Accounts Payable email, and distribute invoices to appropriate departments for processing through work flows.
10. Review and approve all purchase orders from all departments in the work flow process. Present bills to City Administrator for approval.
11. Upload positive pay file to bank after any check has been issued. Additionally, review and decision any alerts that come from the bank on checks that have been presented for payment and are not recognized in positive pay.
12. Issue Utility Billing refund checks, including the upload to positive pay.
13. Review all vendor statements to verify all invoices have been paid. Resolve any unpaid invoices.
14. Complete credit applications for vendors as requested by department directors.
15. Assist Accounting Manager with reconciling monthly and annual liability account balances, including but not limited to accounts payable accounts.
16. Assist in year-end preparation, including but not limited to calculating and recording prepaid expenses, inventory, retainage payable, and liability balance sheet reconciliation.
17. Performs other related duties as assigned.

The duties listed above are only as illustrations of the various types of work that may be performed. The omission of specific statements does not exclude them from the position if the work is similar or related to the position.

Minimum Qualifications:

1. High School diploma or GED
2. Three (3) years related experience in accounts payable, accounting, or other related business practices
3. Must be proficient with all products in the Microsoft Office Suite
4. Ability to be bonded
5. Missouri driver's license

Necessary Knowledge, Skills, and Abilities:

1. Knowledge of basic accounting principles.
2. Skill in using a computer and various software programs
3. Skill in verbal and written communication

Guidelines:

1. Accounting principles, city ordinances, department policies and procedures, and software manuals
2. Guideless require judgment, selection, and interpretation in application. This position is also responsible for developing departmental procedures.

Complexity:

The work consists of related accounting duties. Time constraints and lack of communication between departments contribute to the complexity of the work.

Principal Working Relationships:

Co-workers, vendors, and other city employees.

Purpose of Contacts:

Contacts are typically to give or exchange information, provide services, resolve problems, motivate or influence persons, and clarify, justify, defend, negotiate, or settle matters.

Supervisory and Management Responsibility:

This position has no direct supervision over personnel.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This work is typically performed while sitting at a desk or table with intermittent standing or stooping. Some reaching and bending may be required. The employee occasionally lifts light and heavy objects, and may be required to distinguish between shades of color.

Work Environment:

The work is mostly sedentary and typically is performed in an office. Work may involve prolonged use of the telephone and personal computer. Evenings and weekends may be required.

Job Requirements:

Two accounting trainings applicable to position, annually.

Signature

Date

CITY OF SEDALIA, MISSOURI
Job Description



Job Title: ACCOUNTING TECHNICIAN II ACCOUNTS PAYABLE/PAYROLL
Department: Finance
Supervisor: Accounting Manager
Date: July 2025
FLSA Status: Non-Exempt

Position No. FIN/4
Random Substance Testing: N

Job Summary:

This position is responsible for clerical, administrative, and data processing work in the Finance Department. This position will also provide backup cashier and customer service support for the daily responsibilities of the Cashiers and Accounting Technician – Accounts Receivable.

Job Scope:

This position will perform a variety of tasks in support of each of the services provided by the Finance Department. The position is primarily responsible for the Essential Duties and Responsibilities outlined below, but will also have special projects assigned on a regular basis. Successful performance helps ensure an accurate accounting of the City's financial condition.

Essential Duties and Responsibilities:

1. Provides backup cashier and customer service support in the absence of either Cashier and/or the Accounting Technician – Accounts Receivable.
2. Manages employer issued credit cards, including issuing new cards, closing cards, fielding employee questions, and reconciling and recording the credit card purchases by the departments to the statement received from the credit card vendor by the 10th of each month.
3. Assists with Accounts Payable by entering purchase orders for finance department purchases, reconciling vendor statements, and providing backup for Senior Accounting Technician – Accounts Payable.
4. Performs employee account maintenance related to payroll, including setup of web timesheet, assigning supervisor roll to employee record, opening H.S.A. accounts, and any other employee maintenance not otherwise performed by the Human Resources Department.
5. Processes city payroll. This consists of review of timesheets approved at the department level, entering corrections for time worked, entering corrections for leave taken, calculating garnishments and tax deductions, balancing payroll reports to the general ledger, and printing any necessary checks and ACH accounts payable file.

6. Prepares payroll tax reports and payroll liabilities monthly and quarterly.
7. Reconciles the airport credit card cash account.
8. Reconcile payroll related balance sheet accounts
9. Assist with updates accrual valuation spreadsheets at fiscal year-end and prepares any journal entries required to reflect the proper account balances.
10. Prepares employee benefit buyout calculation reports annually.
11. Reconciles daily deposit records of each of the cashiers; electronically deposits checks; and prepares cash deposit.

The duties listed above are only as illustrations of the various types of work that may be performed. The omission of specific statements does not exclude them from the position if the work is similar or related to the position.

Minimum Qualifications:

1. High School diploma or GED
2. Three (3) years related experience in an office environment or other administrative work, preferably with payroll and/or accounting responsibilities.
3. Must be proficient with all products in the Microsoft Office Suite
4. Knowledge of municipal government practices preferred
5. Missouri driver's license

Necessary Knowledge, Skills, and Abilities:

1. Knowledge or the ability to obtain knowledge of city ordinances.
2. Knowledge of basic accounting principles.
3. Skill in using a computer and various software programs.
4. Skill in verbal and written communication.
5. Skill in establishing successful working relationships.

Guidelines:

1. Accounting principles, city ordinances, department policies and procedures, and software manuals.
2. Guideless require judgment, selection, and interpretation in application. This position is also responsible for assistance in developing departmental procedures.

Complexity:

The work consists of related accounting duties. Time constraints and lack of communication

between departments contribute to the complexity of the work.

Principal Working Relationships:

1. Finance co-workers and other city employees
2. Utility customers
3. General public

Purpose of Contacts:

Contacts are typically to give or exchange information, provide services, resolve problems, motivate or influence persons, and clarify, justify, defend, negotiate, or settle matters.

Supervisory and Management Responsibility:

This position has no direct supervisory responsibility.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This work is typically performed while sitting at a desk or table with intermittent standing or stooping. Some reaching and bending may be required. The employee occasionally lifts light and heavy objects, and may be required to distinguish between shades of color.

Work Environment:

The work is mostly sedentary and typically is performed in an office. Work may involve prolonged use of the telephone and personal computer. Evenings and weekends may be required.

Job Requirements:

Two accounting trainings applicable to position, annually.

Signature

Date

CITY OF SEDALIA, MISSOURI

Job Description



Job Title: ACCOUNTING TECHNICIAN II – ACCOUNTS RECEIVABLE

Department: Finance

Supervisor: Accounting Manager

Date: July 2025

Position No. FIN/2

FLSA Status: Non-Exempt

Random Substance Testing: N

Job Summary:

This position is responsible for collecting city revenues, processing business and liquor license applications, and preparing invoices on behalf of the city.

Job Scope:

This position is primarily responsible for collecting city revenues, processing business and liquor license applications, preparing invoices on behalf of the city, and maintaining accurate balances in each of the general ledger accounts for each of the tasks for which the position is responsible. Successful performance helps ensure an accurate accounting of the city's financial condition.

Essential Duties and Responsibilities:

1. Assists customers by telephone, email, and the walk-up window. Maintains the online email submissions and processes payment as soon as possible.
2. Maintains and balances all non-utility receivable accounts, including invoicing, posting payment, account adjustments, and preparation of reports.
3. Prints business license renewal forms and prepares for mailing annually by April 30th; processes new and renewal license applications; submits list of delinquent license holders for Finance Director to refer for prosecution annually by August 15th.
4. Send renewal reminders to liquor license holders the month prior to expiration; processes new and renewed liquor license applications; send completed liquor license applications to the Police Department for background check; prepares list of liquor license approval requests for City Council and provides the list to the City Clerk to include on the City Council meeting agenda.
5. Supervises Cashier-AR position and serves as backup for the Cashier-AR position in their absence.
6. Processes weed, demolition, and rubbish clean-up invoices on behalf of the Code Enforcement Department; verifies legal description and property owner and coordinates the filing of related liens and/or special tax assessments.

7. Provides reconciled accounts receivable aging reports to Finance Director by the 15th of each month for the previous month end.
8. Prepares proposed journal entries as needed.
9. Assists with annual audit by preparing audit confirmation letters and ensuring all non-utility receivable accounts are balanced with an itemized report indicating the amount owed by each customer. **Assists with additional annual audit prep as assigned.**
10. Reconciles Credit Card receipts with the credit card bank statement by the 10th of each month.
11. Processes bi-weekly payroll.
12. Prepares payroll tax reports and payroll liabilities monthly, quarterly, and annually.
13. Performs other related duties as assigned.

The duties listed above are only as illustrations of the various types of work that may be performed. The omission of specific statements does not exclude them from the position if the work is similar or related to the position.

Minimum Qualifications:

1. High School diploma or GED
2. Three (3) years related experience in accounts receivable, cashier functions, accounting, or other related business practices
3. Must be proficient with all products in the Microsoft Office Suite
4. Ability to be bonded
5. Missouri driver's license

Necessary Knowledge, Skills, and Abilities:

1. Knowledge or the ability to obtain knowledge of basic accounting principles and city ordinances pertaining to licensing, permits, and fees
2. Skill in using a computer and various software programs
3. Skill in oral and written communication
4. Skill in interpreting state and local laws, regulations, and codes.

Guidelines:

1. Accounting principles, city ordinances, department policies and procedures, and software manuals
2. Guideless require judgment, selection, and interpretation in application. This position is also responsible for assisting in development of departmental procedures.

Complexity:

The work consists of related accounting duties. Time constraints and lack of communication between departments contribute to the complexity of the work.

Principal Working Relationships:

1. Co-workers and other city employees
2. State, County, and other governmental agencies
3. Business owners
4. City customers
5. General public

Purpose of Contacts:

Contacts are typically to give or exchange information, provide services, resolve problems, motivate or influence persons, and clarify, justify, defend, negotiate, or settle matters.

Supervisory and Management Responsibility:

This position has no direct supervision over personnel.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This work is typically performed while sitting at a desk or table with intermittent standing or stooping. Some reaching and bending may be required. The employee occasionally lifts light and heavy objects, and may be required to distinguish between shades of color.

Work Environment:

The work is mostly sedentary and typically is performed in an office. Work may involve prolonged use of the telephone and personal computer. Evenings and weekends may be required.

Job Requirements:

Two accounting trainings applicable to position, annually.

Signature

Date

CITY OF SEDALIA, MISSOURI
Job Description



Job Title: ACCOUNTING TECHNICIAN III ACCOUNTS PAYABLE

Department: Finance

Supervisor: Accounting Manager

Date: July 2025

FLSA Status: Non-Exempt

FIN/4

Random Substance Testing: N

Job Summary:

This position is responsible for processing accounts payable for the city.

Job Scope:

The purpose of this position is to process invoices for payment. Successful performance helps ensure that invoices are timely paid and only paid if due and owing by the City.

Essential Duties and Responsibilities:

1. Process invoices for payment, ensuring correct coding and verifying that purchase order stays within amounts allocated by City Council through the budgeting process or has documented support for exceptions granted.
2. Print proof list for review by Accounting Manager prior to issue of checks or ACH files.
3. Respond to inquiries from vendors and departments regarding payments or any other related questions.
4. Manage vendor profiles, including attaching completed W-9 forms electronically to the vendor file, updating payee details, and making sure all vendors who are inactive for 5 years are designated as such (one year for UB customers).
5. Manage vendor payment files, including filing payment records in a timely manner, setting up new files, organizing files at year end, and reviewing miscellaneous files to determine if new individual files should be created.
6. Prepare and submit 1099's and 1096 Summary (1096 is processed automatically with electronic filing of 1099s), with review by the Accounting Manager. This includes reviewing all payments for the calendar year, identifying which vendors and payments are subject to a 1099, and ordering new 1099 forms as needed, ensuring the forms are received in time to prepare by the filing deadline.
7. Provide Finance Director with monthly report of payments issued.
8. Investigate all uncashed checks and proceed appropriately.

9. Manage Accounts Payable email, and distribute invoices to appropriate departments for processing through work flows.
10. Review and approve all purchase orders from all departments in the work flow process. Present bills to City Administrator for approval.
11. Upload positive pay file to bank after any check has been issued. Additionally, review and decision any alerts that come from the bank on checks that have been presented for payment and are not recognized in positive pay.
12. Issue Utility Billing refund checks, including the upload to positive pay.
13. Review all vendor statements to verify all invoices have been paid. Resolve any unpaid invoices.
14. Complete credit applications for vendors as requested by department directors.
15. Assist Accounting Manager with reconciling monthly and annual liability account balances, including but not limited to accounts payable accounts.
16. Assist in year-end preparation, including but not limited to calculating and recording prepaid expenses, inventory, retainage payable, and liability balance sheet reconciliation.
17. Manage fixed assets to include, but not limited to inventory management, annual depreciation calculation and posting, and year-end reconciling of fixed assets by fund and department
18. Performs other related duties as assigned.

The duties listed above are only as illustrations of the various types of work that may be performed. The omission of specific statements does not exclude them from the position if the work is similar or related to the position.

Minimum Qualifications:

1. High School diploma or GED
2. Four (4) years related experience in accounts payable, accounting, or other related business practices
3. Must be proficient with all products in the Microsoft Office Suite
4. Ability to be bonded
5. Missouri driver's license

Necessary Knowledge, Skills, and Abilities:

1. Knowledge of basic accounting principles.
2. Skill in using a computer and various software programs
3. Skill in verbal and written communication

Guidelines:

1. Accounting principles, city ordinances, department policies and procedures, and software

manuals

2. Guideless require judgment, selection, and interpretation in application. This position is also responsible for developing departmental procedures.

Complexity:

The work consists of related accounting duties. Time constraints and lack of communication between departments contribute to the complexity of the work.

Principal Working Relationships:

Co-workers, vendors, and other city employees.

Purpose of Contacts:

Contacts are typically to give or exchange information, provide services, resolve problems, motivate or influence persons, and clarify, justify, defend, negotiate, or settle matters.

Supervisory and Management Responsibility:

This position has no direct supervision over personnel.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This work is typically performed while sitting at a desk or table with intermittent standing or stooping. Some reaching and bending may be required. The employee occasionally lifts light and heavy objects, and may be required to distinguish between shades of color.

Work Environment:

The work is mostly sedentary and typically is performed in an office. Work may involve prolonged use of the telephone and personal computer. Evenings and weekends may be required.

Job Requirements:

Three accounting trainings applicable to position, annually.

Signature

Date

CITY OF SEDALIA, MISSOURI

Job Description



Job Title: ACCOUNTING TECHNICIAN III ACCOUNTS PAYABLE/PAYROLL

Department: Finance

Supervisor: Accounting Manager

Date: July 2025

Position No. FIN/4

FLSA Status: Non-Exempt

Random Substance Testing: N

Job Summary:

This position is responsible for clerical, administrative, and data processing work in the Finance Department. This position will also provide backup cashier and customer service support for the daily responsibilities of the Cashiers and Accounting Technician – Accounts Receivable.

Job Scope:

This position will perform a variety of tasks in support of each of the services provided by the Finance Department. The position is primarily responsible for the Essential Duties and Responsibilities outlined below, but will also have special projects assigned on a regular basis. Successful performance helps ensure an accurate accounting of the City's financial condition.

Essential Duties and Responsibilities:

1. Provides backup cashier and customer service support in the absence of either Cashier and/or the Accounting Technician – Accounts Receivable.
2. Manages employer issued credit cards, including issuing new cards, closing cards, fielding employee questions, and reconciling and recording the credit card purchases by the departments to the statement received from the credit card vendor by the 10th of each month.
3. Assists with Accounts Payable by entering purchase orders for finance department purchases, reconciling vendor statements, and providing backup for Senior Accounting Technician – Accounts Payable.
4. Performs employee account maintenance related to payroll, including setup of web timesheet, assigning supervisor roll to employee record, opening H.S.A. accounts, and any other employee maintenance not otherwise performed by the Human Resources Department.
5. Processes city payroll. This consists of review of timesheets approved at the department level, entering corrections for time worked, entering corrections for leave taken, calculating garnishments and tax deductions, balancing payroll reports to the general ledger, and printing any necessary checks and ACH accounts payable file.
6. Prepares payroll tax reports and payroll liabilities monthly and quarterly.

7. Reconciles the airport credit card cash account.
8. Reconcile payroll related balance sheet accounts.
9. Assist with updates accrual valuation spreadsheets at fiscal year-end and prepares any journal entries required to reflect the proper account balances.
10. Prepares employee benefit buyout calculation reports annually.
11. Reconciles daily deposit records of each of the cashiers; electronically deposits checks; and prepares cash deposit.
12. Lead special projects, including but not limited to new program or process implementation with training manuals
13. Perform other related duties as assigned.

The duties listed above are only as illustrations of the various types of work that may be performed. The omission of specific statements does not exclude them from the position if the work is similar or related to the position.

Minimum Qualifications:

1. High School diploma or GED
2. Four (4) years related experience in an office environment or other administrative work, preferably with payroll and/or accounting responsibilities.
3. Must be proficient with all products in the Microsoft Office Suite
4. Knowledge of municipal government practices preferred
5. Missouri driver's license

Necessary Knowledge, Skills, and Abilities:

1. Knowledge or the ability to obtain knowledge of city ordinances.
2. Knowledge of basic accounting principles.
3. Skill in using a computer and various software programs.
4. Skill in verbal and written communication.
5. Skill in establishing successful working relationships.

Guidelines:

1. Accounting principles, city ordinances, department policies and procedures, and software manuals.
2. Guideless require judgment, selection, and interpretation in application. This position is also responsible for assistance in developing departmental procedures.

Complexity:

The work consists of related accounting duties. Time constraints and lack of communication between departments contribute to the complexity of the work.

Principal Working Relationships:

1. Finance co-workers and other city employees
2. Utility customers
3. General public

Purpose of Contacts:

Contacts are typically to give or exchange information, provide services, resolve problems, motivate or influence persons, and clarify, justify, defend, negotiate, or settle matters.

Supervisory and Management Responsibility:

This position has no direct supervisory responsibility.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This work is typically performed while sitting at a desk or table with intermittent standing or stooping. Some reaching and bending may be required. The employee occasionally lifts light and heavy objects, and may be required to distinguish between shades of color.

Work Environment:

The work is mostly sedentary and typically is performed in an office. Work may involve prolonged use of the telephone and personal computer. Evenings and weekends may be required.

Job Requirements:

Three accounting trainings applicable to position, annually.

Signature

Date



CITY OF SEDALIA, MISSOURI

Job Description

Job Title: ACCOUNTING TECHNICIAN III – ACCOUNTS RECEIVABLE

Department: Finance

Supervisor: Accounting Manager

Date: July 2025

FLSA Status: Non-Exempt

Position No. FIN/2

Random Substance Testing: N

Job Summary:

This position is responsible for collecting city revenues, processing business and liquor license applications, and preparing invoices on behalf of the city.

Job Scope:

This position is primarily responsible for collecting city revenues, processing business and liquor license applications, preparing invoices on behalf of the city, and maintaining accurate balances in each of the general ledger accounts for each of the tasks for which the position is responsible. Successful performance helps ensure an accurate accounting of the city's financial condition.

Essential Duties and Responsibilities:

1. Assists customers by telephone, email, and the walk-up window. Maintains the online email submissions and processes payment as soon as possible.
2. Maintains and balances all non-utility receivable accounts, including invoicing, posting payment, account adjustments, and preparation of reports.
3. Prints business license renewal forms and prepares for mailing annually by April 30th; processes new and renewal license applications; submits list of delinquent license holders for Finance Director to refer for prosecution annually by August 15th.
4. Send renewal reminders to liquor license holders the month prior to expiration; processes new and renewed liquor license applications; send completed liquor license applications to the Police Department for background check; prepares list of liquor license approval requests for City Council and provides the list to the City Clerk to include on the City Council meeting agenda.
5. Supervises Cashier-AR position and serves as backup for the Cashier-AR position in their absence.
6. Processes weed, demolition, and rubbish clean-up invoices on behalf of the Code Enforcement Department; verifies legal description and property owner and coordinates the filing of related liens and/or special tax assessments.

7. Provides reconciled accounts receivable aging reports to Finance Director by the 15th of each month for the previous month end.
8. Prepares proposed journal entries as needed.
9. Assists with annual audit by preparing audit confirmation letters and ensuring all non-utility receivable accounts are balanced with an itemized report indicating the amount owed by each customer. **Assists with additional annual audit prep as assigned.**
10. Reconciles Credit Card receipts with the credit card bank statement by the 10th of each month.
11. Processes bi-weekly payroll.
12. Prepares payroll tax reports and payroll liabilities monthly, quarterly, and annually.
13. End of year preparation for payroll, including leave liabilities and accruals.
14. Performs other related duties as assigned.

The duties listed above are only as illustrations of the various types of work that may be performed. The omission of specific statements does not exclude them from the position if the work is similar or related to the position.

Minimum Qualifications:

1. High School diploma or GED
2. Four (4) years related experience in accounts receivable, cashier functions, accounting, or other related business practices
3. Must be proficient with all products in the Microsoft Office Suite
4. Ability to be bonded
5. Missouri driver's license

Necessary Knowledge, Skills, and Abilities:

1. Knowledge or the ability to obtain knowledge of basic accounting principles and city ordinances pertaining to licensing, permits, and fees
2. Skill in using a computer and various software programs
3. Skill in oral and written communication
4. Skill in interpreting state and local laws, regulations, and codes.

Guidelines:

1. Accounting principles, city ordinances, department policies and procedures, and software manuals
2. Guideless require judgment, selection, and interpretation in application. This position is also responsible for assisting in development of departmental procedures.

Complexity:

The work consists of related accounting duties. Time constraints and lack of communication

between departments contribute to the complexity of the work.

Principal Working Relationships:

1. Co-workers and other city employees
2. State, County, and other governmental agencies
3. Business owners
4. City customers
5. General public

Purpose of Contacts:

Contacts are typically to give or exchange information, provide services, resolve problems, motivate or influence persons, and clarify, justify, defend, negotiate, or settle matters.

Supervisory and Management Responsibility:

This position has no direct supervision over personnel.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This work is typically performed while sitting at a desk or table with intermittent standing or stooping. Some reaching and bending may be required. The employee occasionally lifts light and heavy objects, and may be required to distinguish between shades of color.

Work Environment:

The work is mostly sedentary and typically is performed in an office. Work may involve prolonged use of the telephone and personal computer. Evenings and weekends may be required.

Job Requirements:

Three accounting trainings applicable to position, annually.

Signature

Date

CITY OF SEDALIA, MISSOURI
Job Description



Job Title: License Technician I
Department: Finance
Supervisor: Accounting Technician
Date: July 2025
FLSA Status: Non-Exempt

Position No. FIN/9
Random Substance Testing: N

Job Summary:

This is a customer service position with respect to issuing licenses, recording, revenue, and supporting accounts receivables.

Job Scope:

The primary purpose of this position is to provide excellent customer service to the customers. The daily duties include: collecting city revenues, processing business and liquor license applications, issuing pet tags, coordinating rentals for dumpsters, and providing backup for the Accounting Technician-Accounts Receivable.

Essential Duties and Responsibilities:

1. Collects and records monies received from all city departments and from the public.
2. Collects, tracks, and balances all gross tax receipts and related returns filed.
3. Assists customers by telephone, email, and the walk-up window.
5. Assist Accounting Technician – Accounts Receivable with printing business license renewal forms and prepares them for mailing annually by April 30th;
6. Assist the Accounting Technician – Accounts Receivable with sending renewal reminders to liquor license holders the month prior to expiration; processes new and renewed liquor license applications; send completed liquor license applications to the Police Department for background check; prepares list of liquor license approval requests for City Council and provides the list to the City Clerk to include on the City Council meeting agenda.
7. Processes new and renewed pet tag licenses.
8. Coordinates rental and collection of fees for dumpsters and pick up on demand with the Sanitation Department.
9. Assist/Backup Accounting Technician – Accounts Receivable in processing weed, demolition, and rubbish clean-up invoices on behalf of the Code Enforcement

Department; verifies legal description and property owner and coordinates the filing of related liens and/or special tax assessments.

10. Prepares and records cemetery deeds.
11. Maintains and orders office supplies as needed.
12. Daily balancing of payment transactions.
14. Timely filing of business licenses and issuing invoices and supporting documentation.
15. Performs other related duties as assigned.

The duties listed above are only as illustrations of the various types of work that may be performed. The omission of specific statements does not exclude them from the position if the work is similar or related to the position.

Minimum Qualifications:

1. High School diploma or GED
2. Must be proficient with all products in the Microsoft Office Suite
3. Ability to be bonded
4. Missouri driver's license

Necessary Knowledge, Skills, and Abilities:

1. Knowledge or the ability to obtain knowledge of basic accounting principles and city ordinances pertaining to licensing, permits, and fees
2. Skill in using a computer and various software programs
3. Skill in oral and written communication
4. Skill in interpreting state and local laws, regulations, and codes.

Guidelines:

1. City ordinances, department policies and procedures, and software manuals
2. Guideless require judgment, selection, and interpretation in application. This position is also responsible for assisting in development of departmental procedures.

Complexity:

The work consists of customer service. Time constraints and lack of communication between departments contribute to the complexity of the work.

Principal Working Relationships:

1. Co-workers and other city employees
2. State, County, and other governmental agencies
3. Business owners
4. City customers
5. General public.

Purpose of Contacts:

Contacts are typically to give or exchange information, provide services, resolve problems, motivate or influence persons, and clarify, justify, defend, negotiate, or settle matters.

Supervisory and Management Responsibility:

This position has no direct supervision over personnel.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This work is typically performed while sitting at a desk or table with intermittent standing or stooping. Some reaching and bending may be required. The employee occasionally lifts light and heavy objects, and may be required to distinguish between shades of color.

Work Environment:

The work is mostly sedentary and typically is performed in an office. Work may involve prolonged use of the telephone and personal computer. Evenings and weekends may be required.

Job Requirements:

Three customer service trainings, plus one municipal structure training, annually.

Signature

Date

CITY OF SEDALIA, MISSOURI
Job Description



Job Title: License Technician II
Department: Finance
Supervisor: Accounting Technician
Date: July 2025
FLSA Status: Non-Exempt

Position No. FIN/9
Random Substance Testing: N

Job Summary:

This is a customer service position with respect to issuing licenses, recording, revenue, and supporting accounts receivables.

Job Scope:

The primary purpose of this position is to provide excellent customer service to the customers. The daily duties include: collecting city revenues, processing business and liquor license applications, issuing pet tags, coordinating rentals for dumpsters, and providing backup for the Accounting Technician-Accounts Receivable.

Essential Duties and Responsibilities:

1. Collects and records monies received from all city departments and from the public.
2. Collects, tracks, and balances all gross tax receipts and related returns filed.
3. Assists customers by telephone, email, and the walk-up window.
5. Assist Accounting Technician – Accounts Receivable with printing business license renewal forms and prepares them for mailing annually by April 30th;
6. Assist the Accounting Technician – Accounts Receivable with sending renewal reminders to liquor license holders the month prior to expiration; processes new and renewed liquor license applications; send completed liquor license applications to the Police Department for background check; prepares list of liquor license approval requests for City Council and provides the list to the City Clerk to include on the City Council meeting agenda.
7. Processes new and renewed pet tag licenses.
8. Coordinates rental and collection of fees for dumpsters and pick up on demand with the Sanitation Department.
9. Assist/Backup Accounting Technician – Accounts Receivable in processing weed, demolition, and rubbish clean-up invoices on behalf of the Code Enforcement

Department; verifies legal description and property owner and coordinates the filing of related liens and/or special tax assessments.

10. Prepares and records cemetery deeds.
11. Maintains and orders office supplies as needed.
12. Daily balancing of payment transactions.
14. Timely filing of business licenses and issuing invoices and supporting documentation.
15. Assist Accounting Technician in reconciling receivable accounts by the 10th of each month, and prepare proposed journal entries as needed.
16. Assist Accounting Technician in reconciling credit card cash receipts by the 10th of each month, and prepare proposed journal entries as needed.
17. Performs other related duties as assigned.

The duties listed above are only as illustrations of the various types of work that may be performed. The omission of specific statements does not exclude them from the position if the work is similar or related to the position.

Minimum Qualifications:

1. High School diploma or GED
2. Must be proficient with all products in the Microsoft Office Suite
3. Ability to be bonded
4. Missouri driver's license
5. Two years of customer service or office setting experience

Necessary Knowledge, Skills, and Abilities:

1. Knowledge or the ability to obtain knowledge of basic accounting principles and city ordinances pertaining to licensing, permits, and fees
2. Skill in using a computer and various software programs
3. Skill in oral and written communication
4. Skill in interpreting state and local laws, regulations, and codes.

Guidelines:

1. City ordinances, department policies and procedures, and software manuals
2. Guideless require judgment, selection, and interpretation in application. This position is also responsible for assisting in development of departmental procedures.

Complexity:

The work consists of customer service. Time constraints and lack of communication between departments contribute to the complexity of the work.

Principal Working Relationships:

1. Co-workers and other city employees
2. State, County, and other governmental agencies
3. Business owners
4. City customers
5. General public.

Purpose of Contacts:

Contacts are typically to give or exchange information, provide services, resolve problems, motivate or influence persons, and clarify, justify, defend, negotiate, or settle matters.

Supervisory and Management Responsibility:

This position has no direct supervision over personnel.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This work is typically performed while sitting at a desk or table with intermittent standing or stooping. Some reaching and bending may be required. The employee occasionally lifts light and heavy objects, and may be required to distinguish between shades of color.

Work Environment:

The work is mostly sedentary and typically is performed in an office. Work may involve prolonged use of the telephone and personal computer. Evenings and weekends may be required.

Job Requirements:

Three customer service trainings, one municipal structure training, plus one additional training related to licensing, business, or software topics related to job duties, annually.

Signature

Date

CITY OF SEDALIA, MISSOURI
Job Description



Job Title: License Technician III
Department: Finance
Supervisor: Accounting Technician
Date: July 2025
FLSA Status: Non-Exempt

Position No. FIN/9
Random Substance Testing: N

Job Summary:

This is a customer service position with respect to issuing licenses, recording, revenue, and supporting accounts receivables.

Job Scope:

The primary purpose of this position is to provide excellent customer service to the customers. The daily duties include: collecting city revenues, processing business and liquor license applications, issuing pet tags, coordinating rentals for dumpsters, and providing backup for the Accounting Technician-Accounts Receivable.

Essential Duties and Responsibilities:

1. Collects and records monies received from all city departments and from the public.
2. Collects, tracks, and balances all gross tax receipts and related returns filed.
3. Assists customers by telephone, email, and the walk-up window.
5. Assist Accounting Technician – Accounts Receivable with printing business license renewal forms and prepares them for mailing annually by April 30th;
6. Assist the Accounting Technician – Accounts Receivable with sending renewal reminders to liquor license holders the month prior to expiration; processes new and renewed liquor license applications; send completed liquor license applications to the Police Department for background check; prepares list of liquor license approval requests for City Council and provides the list to the City Clerk to include on the City Council meeting agenda.
7. Processes new and renewed pet tag licenses.
8. Coordinates rental and collection of fees for dumpsters and pick up on demand with the Sanitation Department.
9. Assist/Backup Accounting Technician – Accounts Receivable in processing weed, demolition, and rubbish clean-up invoices on behalf of the Code Enforcement

Department; verifies legal description and property owner and coordinates the filing of related liens and/or special tax assessments.

10. Prepares and records cemetery deeds.
11. Maintains and orders office supplies as needed.
12. Daily balancing of payment transactions.
14. Timely filing of business licenses and issuing invoices and supporting documentation.
15. Assist Accounting Technician in reconciling receivable accounts by the 10th of each month, and prepare proposed journal entries as needed.
16. Assist Accounting Technician in reconciling credit card cash receipts by the 10th of each month, and prepare proposed journal entries as needed.
17. Assist in audit preparation, including but not limited to proper fiscal year posting of revenue and accounts receivable, account reconciliation, and confirmation letters.
18. Performs other related duties as assigned.

The duties listed above are only as illustrations of the various types of work that may be performed. The omission of specific statements does not exclude them from the position if the work is similar or related to the position.

Minimum Qualifications:

1. High School diploma or GED
2. Must be proficient with all products in the Microsoft Office Suite
3. Ability to be bonded
4. Missouri driver's license
5. Three years of customer service or office setting experience

Necessary Knowledge, Skills, and Abilities:

1. Knowledge or the ability to obtain knowledge of basic accounting principles and city ordinances pertaining to licensing, permits, and fees
2. Skill in using a computer and various software programs
3. Skill in oral and written communication
4. Skill in interpreting state and local laws, regulations, and codes.

Guidelines:

1. City ordinances, department policies and procedures, and software manuals

2. Guideless require judgment, selection, and interpretation in application. This position is also responsible for assisting in development of departmental procedures.

Complexity:

The work consists of customer service. Time constraints and lack of communication between departments contribute to the complexity of the work.

Principal Working Relationships:

1. Co-workers and other city employees
2. State, County, and other governmental agencies
3. Business owners
4. City customers
5. General public.

Purpose of Contacts:

Contacts are typically to give or exchange information, provide services, resolve problems, motivate or influence persons, and clarify, justify, defend, negotiate, or settle matters.

Supervisory and Management Responsibility:

This position has no direct supervision over personnel.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This work is typically performed while sitting at a desk or table with intermittent standing or stooping. Some reaching and bending may be required. The employee occasionally lifts light and heavy objects, and may be required to distinguish between shades of color.

Work Environment:

The work is mostly sedentary and typically is performed in an office. Work may involve prolonged use of the telephone and personal computer. Evenings and weekends may be required.

Job Requirements:

Three customer service trainings, one municipal structure training, plus two additional training related to licensing, business, or software topics related to job duties, annually.

Signature

Date



CITY OF SEDALIA, MISSOURI
Job Description

Job Title: ACCOUNTING TECHNICIAN IN SUPERVISORY ROLE
Department: Finance
Supervisor: Default to Job Description Primary Position
Date: July 2025 **Position No.** ?????
FLSA Status: Non-Exempt **Random Substance Testing:** N

Job Summary:

An employee in a supervisory role, manages the responsibilities of their direct reports and takes investment in the growth of their direct reports.

Job Scope:

A supervisor is primarily responsible for growth of their direct reports, including growth in their current position as well as future positions, including complying with employer expectations and law.

Essential Duties and Responsibilities:

1. Perform job performance reviews, annually at a minimum.
2. Identify trainings to aid in personal and job development.
3. Empower direct reports to fulfill their job responsibilities.
4. Maintain documentation of positive and negative actions of direct reports, along with record of other actions.
5. Serve as an example to direct reports and in departmental leadership.

Job Requirements:

One leadership/management training, annually.

Signature

Date

CITY OF SEDALIA, MISSOURI

Job Description



Job Title:	UTILITY SUPPORT SPECIALIST I		
Department:	Finance		
Supervisor:	Utility Support Specialist Lead		
Date:	July 2025	Position No.	FIN/8
FLSA Status:	Non-Exempt	Random Substance Testing:	N

Job Summary:

This is a customer service position with respect to utility accounts.

Job Scope:

The primary purpose of this position is to provide excellent customer service to the customers. The daily duties include: processing payments on account, researching and responding to utility account questions, processing service requests (i.e. starting service, stopping service, etc.) necessary in order to facilitate the utility billing and collection process. This position is also responsible for assisting in cyclical utility billing and year-end finance department processes.

Essential Duties and Responsibilities:

1. Customer service – take payments, field utility account questions, process service orders (i.e. connection, disconnection, ACH and payment plan requests, etc.). These requests may come in by telephone, email, or be made in person.
2. Maintenance of customer account records.
3. Coordinate appointments with the calendar of the service technicians for completion service orders.
4. Daily balancing of payment transitions.
5. Process payments for mulch and compost and pet tags.
6. Enters and maintains accurate records of the utility payment plans received by the City, including payment plans entered by customers as well as vouchers and pledges from non-profit organizations.
7. Enters all payments received on payment plans.
8. Follow up on non-payment of utility payment plans.
9. Collect on past due accounts, including active and deleted accounts.

10. Assist in cyclic utility billing, as needed.
11. Year-end finance department processes as assigned.
12. Performs other duties as assigned.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements does not exclude them from the position if the work is similar or related to the position.

Minimum Qualifications:

1. High School diploma or GED
2. Must be proficient with all products in the Microsoft Office Suite
3. Ability to be bonded
4. Missouri driver's license

Necessary Knowledge, Skills, and Abilities:

1. Skill in using a computer and various software programs.
2. Skill in using standard office equipment.
3. Skill in oral and written communication.
4. Skill in establishing successful working relationships.

Guidelines:

1. City ordinances, department policies and procedures, and software manuals
2. Guidelines require judgment, selection, and interpretation in application. This position is also responsible for developing departmental guidelines.

Complexity:

The work consists of customer service. Time constraints and lack of communication between customers contribute to the complexity of the work.

Principal Working Relationships:

1. Co-workers and other city employees.
2. General public.

Purpose of Contacts:

Contacts are typically to give or exchange information, provide services, resolve problems, motivate or influence persons, and clarify, justify, defend, negotiate, or settle matters.

Supervisory and Management Responsibility:

None.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The work is typically performed while sitting at a desk or table with intermittent standing or stooping. Some reaching and bending may be required. The employee occasionally lifts light and heavy objects, and may be required to distinguish between shades of color.

Work Environment:

The work is mostly sedentary and typically is performed in an office. Work may involve prolonged use of the telephone and personal computer.

Job Requirements:

Four customer service trainings, plus one utility or software training related to job duties, annually.

CITY OF SEDALIA, MISSOURI

Job Description



Job Title:	UTILITY SUPPORT SPECIALIST II		
Department:	Finance		
Supervisor:	Utility Support Specialist Lead		
Date:	July 2025	Position No.	FIN/8
FLSA Status:	Non-Exempt	Random Substance Testing:	N

Job Summary:

This is a customer service position with respect to utility accounts.

Job Scope:

The primary purpose of this position is to provide excellent customer service to the customers. The daily duties include: processing payments on account, researching and responding to utility account questions, processing service requests (i.e. starting service, stopping service, etc.) necessary in order to facilitate the utility billing and collection process. This position is also responsible for assisting in cyclical utility billing and year-end finance department processes.

Essential Duties and Responsibilities:

1. Customer service – take payments, field utility account questions, process service orders (i.e. connection, disconnection, ACH and payment plan requests, etc.). These requests may come in by telephone, email, or be made in person.
2. Maintenance of customer account records.
3. Coordinate appointments with the calendar of the service technicians for completion of service orders.
4. Daily balancing of payment transactions.
5. Process payments for mulch and compost and pet tags.
6. Enters and maintains accurate records of the utility payment plans received by the City, including payment plans entered by customers as well as vouchers and pledges from non-profit organizations.
7. Enters all payments received on payment plans.
8. Follow up on non-payment of utility payment plans.
9. Collect on past due accounts, including active and deleted accounts.

10. Coordinate with Utility Support Specialist Lead in processing utility bills for customers.
11. Assist Utility Support Specialist in reviewing and processing customer leak adjustment credits.
12. Year-end finance department processes as assigned.
13. Performs other duties as assigned.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements does not exclude them from the position if the work is similar or related to the position.

Minimum Qualifications:

1. High School diploma or GED
2. Must be proficient with all products in the Microsoft Office Suite
3. Ability to be bonded
4. Missouri driver's license
5. Two years of experience in customer service and/or utility billing

Necessary Knowledge, Skills, and Abilities:

1. Skill in using a computer and various software programs.
2. Skill in using standard office equipment.
3. Skill in oral and written communication.
4. Skill in establishing successful working relationships.

Guidelines:

1. City ordinances, department policies and procedures, and software manuals
2. Guidelines require judgment, selection, and interpretation in application. This position is also responsible for developing departmental guidelines.

Complexity:

The work consists of customer service. Time constraints and lack of communication between customers contribute to the complexity of the work.

Principal Working Relationships:

1. Co-workers and other city employees.
2. General public.

Purpose of Contacts:

Contacts are typically to give or exchange information, provide services, resolve problems, motivate or influence persons, and clarify, justify, defend, negotiate, or settle matters.

Supervisory and Management Responsibility:

None.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The work is typically performed while sitting at a desk or table with intermittent standing or stooping. Some reaching and bending may be required. The employee occasionally lifts light and heavy objects, and may be required to distinguish between shades of color.

Work Environment:

The work is mostly sedentary and typically is performed in an office. Work may involve prolonged use of the telephone and personal computer.

Job Requirements:

Four customer service trainings, plus one utility or software training related to job duties, annually.

CITY OF SEDALIA, MISSOURI

Job Description



Job Title:	UTILITY SUPPORT SPECIALIST III		
Department:	Finance		
Supervisor:	Utility Support Specialist Lead		
Date:	July 2025	Position No.	FIN/8
FLSA Status:	Non-Exempt	Random Substance Testing:	N

Job Summary:

This is a customer service position with respect to utility accounts.

Job Scope:

The primary purpose of this position is to provide excellent customer service to the customers. The daily duties include: processing payments on account, researching and responding to utility account questions, processing service requests (i.e. starting service, stopping service, etc.) necessary in order to facilitate the utility billing and collection process. This position is also responsible for assisting in cyclical utility billing and year-end finance department processes.

Essential Duties and Responsibilities:

1. Customer service – take payments, field utility account questions, process service orders (i.e. connection, disconnection, ACH and payment plan requests, etc.). These requests may come in by telephone, email, or be made in person.
2. Maintenance of customer account records.
3. Coordinate appointments with the calendar of the service technicians for completion of service orders.
4. Daily balancing of payment transactions.
5. Process payments for mulch and compost and pet tags.
6. Enters and maintains accurate records of the utility payment plans received by the City, including payment plans entered by customers as well as vouchers and pledges from non-profit organizations.
7. Enters all payments received on payment plans.
8. Follow up on non-payment of utility payment plans.
9. Collect on past due accounts, including active and deleted accounts.

10. Coordinate with Utility Support Specialist Lead in processing utility bills for customers.
11. Assist Utility Support Specialist in reviewing and processing customer leak adjustment credits.
12. Maintain meter inventory, including adding and removing active meters.
13. Process changes in rates and rate codes in software.
14. Add new addresses/parcels and maintain addresses/parcels in database.
15. Run sewer re-averaging reports and update customer accounts appropriately.
16. Year-end finance department processes as assigned.
17. Performs other duties as assigned.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements does not exclude them from the position if the work is similar or related to the position.

Minimum Qualifications:

1. High School diploma or GED
2. Must be proficient with all products in the Microsoft Office Suite
3. Ability to be bonded
4. Missouri driver's license
5. Three years of experience in customer service and/or utility billing

Necessary Knowledge, Skills, and Abilities:

1. Skill in using a computer and various software programs.
2. Skill in using standard office equipment.
3. Skill in oral and written communication.
4. Skill in establishing successful working relationships.

Guidelines:

1. City ordinances, department policies and procedures, and software manuals
2. Guidelines require judgment, selection, and interpretation in application. This position is also responsible for developing departmental guidelines.

Complexity:

The work consists of customer service. Time constraints and lack of communication between customers contribute to the complexity of the work.

Principal Working Relationships:

1. Co-workers and other city employees.
2. General public.

Purpose of Contacts:

Contacts are typically to give or exchange information, provide services, resolve problems, motivate or influence persons, and clarify, justify, defend, negotiate, or settle matters.

Supervisory and Management Responsibility:

None.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The work is typically performed while sitting at a desk or table with intermittent standing or stooping. Some reaching and bending may be required. The employee occasionally lifts light and heavy objects, and may be required to distinguish between shades of color.

Work Environment:

The work is mostly sedentary and typically is performed in an office. Work may involve prolonged use of the telephone and personal computer.

Job Requirements:

Four customer service trainings, plus two utility or software trainings related to job duties, annually.



CITY OF SEDALIA, MISSOURI

Job Description

Job Title:	UTILITY SUPPORT SPECIALIST LEAD		
Department:	Finance		
Supervisor:	Finance Director		
Date:	July 2025	Position No.	FIN/9
FLSA Status:	Non-Exempt ?	Random Substance Testing:	N

Job Summary:

This position is responsible for supervisory, clerical, administrative, and data processing work in the billing and collection of utility accounts. Ensures accurate billing for customer accounts and recording of payments received. Sustains a professional courteous staff to provide excellent customer service. Work is performed under the general supervision of the Finance Director.

Job Scope:

The primary purpose of this position is to manage and process all Utility Billing with accuracy and to complete complimentary tasks in support of utilities and billing.

Essential Duties and Responsibilities:

1. Responsible for processing Utility bills for customers.
2. Organize, calculate and print final bills for customers.
3. Process new customers, accounts, and addresses into software programs on a computer system.
4. Set up correct rate codes for yearly sewer re-averaging.
5. Create and record parcel numbers for new accounts and to maintain the billing database.
6. Run sewer re-averaging reports.
7. Process billing rates on customer bills for water, garbage, and sewer.
8. Process changes in rates and codes into software on a computer system.
9. Enter all names and addresses into a software program on the computer.
10. Print out online payments and refund credit balances to customer accounts.
12. Perform other duties as assigned.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements does not exclude them from the position if the work is similar or related to the position.

Minimum Qualifications:

1. High School diploma or GED
2. 2 years related experience in Utility Billing
3. Proficient with products in the Microsoft Office Suite, including Excel, Word, & Outlook
4. Ability to be bonded
5. Missouri driver's license

Necessary Knowledge, Skills, and Abilities:

1. Knowledge or the ability to obtain knowledge, of city ordinances.
2. Knowledge of accounting principles.
3. Skill in using a computer and various software programs and standard office equipment.
4. Skill in oral and written communication.
5. Skill in establishing successful working relationships.

Guidelines:

1. Accounting principles, city ordinances, department policies and procedures, and software manuals.
2. Guidelines require judgment, selection, and interpretation in application. This position is also responsible for developing departmental guidelines.

Complexity:

The work consists of related accounting duties. Time constraints, communication between departments, and working with the public contribute to the complexity of the work.

Principal Working Relationships:

1. Finance co-workers and other city employees.
2. Business owners.
3. Utility customers.
4. General public.

Purpose of Contacts:

Contacts are typically to give or exchange information, provide services, resolve problems, motivate or influence persons, and clarify, justify, defend, negotiate, or settle matters.

Supervisory and Management Responsibility:

This position has direct supervisory responsibility over the Utility Support Specialists.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The work is typically performed while sitting at a desk or table with intermittent standing or stooping. Some reaching and bending may be required. The employee occasionally lifts light and heavy objects, and may be required to distinguish between shades of color.

Work Environment:

The work is mostly sedentary and typically is performed in an office. Work may involve prolonged use of the telephone and personal computer. Evenings and weekends may be required.

Job Requirements:

Two customer service trainings, one management/leadership training, plus a combination of two trainings related to utilities or software, applicable to job duties, annually.

Signature

Date

**CITY COUNCIL
OF THE CITY OF SEDALIA, MISSOURI**

RESOLUTION NO. _____

**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.**

WHEREAS, Section 67.010 of the Revised Statutes of Missouri requires each political subdivision of the State of Missouri ("State") to prepare an annual budget and establishes the requirements for that budget; and

WHEREAS, the City of Sedalia, Missouri ("City"), is a city of the third classification created pursuant to Chapter 77, RSMo, and is a political subdivision of the State of Missouri; and

WHEREAS, the City Council of the City adopted and approved the City's annual budget for Fiscal Year 2026 in accordance with the requirements of Section 67.010, RSMo, by Ordinance No. 11990 on March 17, 2025, and

WHEREAS, Sections 67.030 and 67.040 authorize and provide a procedure for the City Council to amend the City's annual budget to increase expenditures in any fund; and

WHEREAS, expenses for City's operations for Fiscal Year 2026 have been higher than budgeted, but do not exceed revenues plus the City's unencumbered balance brought forward from previous years; and

WHEREAS, the City Council of the City desire to state the facts and reasons necessitating an amendment to increase certain expenditures in the Fiscal Year 2026 annual budget.

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

Section 1. Expenditures from the City's General Fund must be increased by a total of \$21,740.35 above the amount authorized in the adopted annual budget for Fiscal Year 2026. An amendment to increase said budget is necessary for the following facts and reasons:

- A. IT communication services consulting costs greater than anticipated.

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

PASSED by the City Council of the City of Sedalia, Missouri, on this 20th day of January 2026.

Presiding Officer of the Council

ATTEST: _____
Jason S. Myers, City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2025-2026 REGARDING IT COMMUNICATION SERVICES CONSULTING.

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

Section 1. The 2025-2026 fiscal year budget beginning April 1, 2025 and ending March 31, 2026 is hereby amended to modify certain budgeted line items as they appear on the attached schedule and made a part hereof as Exhibit A as if fully set out herein.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 20th day of January 2026.

Presiding Officer of the Council

Approved by the Mayor of said City this 20th day of January 2026.

Andrew Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

Exhibit A
City of Sedalia
FY26 Budget Amendment 1/20/2026

Account / Description	Current Budget	Change	Amended Budget	Comments
Expenditures / Uses of Funds				
10-09-230-05 Misc Professional Fees	5,000.00	21,740.35	26,740.35	Communication Services Consulting
Total Expenditure Change		<u>21,740.35</u>		
		<u>(21,740.35)</u>		Net Increase (Decrease) in Projected Fund Balance

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FOR SPYGLASS CONSULTING FEE.

WHEREAS, The City of Sedalia, Missouri, has received a Quote from SpyGlass for Consulting fee; and

WHEREAS, under the terms of the Quote, the City of Sedalia shall pay the sum and amount of Twenty-six Thousand Seven Hundred Forty Dollars and Thirty-five Cents (\$26,740.35) to SpyGlass for said services as more fully described in the 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 SpyGlass 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 any other documentation, if necessary, 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 and any other subsequent documentation 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 20th day of January, 2026.

Presiding Officer of the Council

Approved by the Mayor of said City this 20th day of January, 2026.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers, City Clerk



Let's Cross Paths

City of Sedalia

200 S. Osage

Sedalia, MO 65301

(660) 827-3000 www.sedalia.com

To: Mayor Andrew Dawson and City Administrator Matthew Wirt

From: Chris Franklin

Date: December 31, 2025

Ref: Spyglass Consulting fee

Spyglass is a consulting company we began our first project with in 2024 and completed late 2025. They have helped us better understand the various communications services we are using in the city. They did an audit and discovered several unused phone lines we were paying for as well as some we were greatly overpaying for. They were able to recover some of the money that was charged incorrectly.

The fee has come in higher than expected at \$26740.35. We do have \$5000 in 0-09-230-05 Misc Professional Fees but that is 21,740.35 short of the amount due. We have already offset some of this expense with savings derived from this project. Total Savings ytd = \$13274.66

Chris Franklin



Voice/Data Services - Forward Looking					
Recommendation Description	Identifier	Confirmation Number	Effective Date	Forward Looking Monthly Savings	SpyGlass Fee
AT&T 660 826-1562 626 (Account Closed After Port)	660 827 9980	01112505W500960 / SR 0R2501119799 / C400242MO	1/14/25	\$395.87	\$ 4,750.44
Unused Lines	660 826 1562	Signed agreement to Granite / Ported	10/20/25	\$325.35	\$ 3,904.20
Excessive Line Pricing					
AT&T 660 826-9174 000 (Account Closed After Port)	660 826 9174	Signed agreement to Granite / Ported	10/16/25	\$317.34	\$ 3,808.08
Excessive Line Pricing					
AT&T 660 827-0247 758 (Account Closed After Port)	660 827 0247	Signed agreement to Granite / Ported	11/13/25	\$317.34	\$ 3,808.08
Excessive Line Pricing		10302505W518388W / C800054 and 0983680	11/10/25		
Excessive Internet	DSL				
AT&T 660 827-4177 925 (Account Closed After Port)	660 827 4177	Signed agreement to Granite / Ported	10/20/25	\$317.34	\$ 3,808.08
Excessive Line Pricing					
AT&T 660 827-7805 191 (Close Account)	660 827 7831	01312505W507488W / D481990	1/31/25	\$57.17	\$ 686.04
Excessive Lines	660 827 7805	01312505W507488W / D481990	1/31/25	\$57.17	\$ 686.04
Excessive Lines		01312505W507488W / R300007 & D481990	1/31/25	\$6.00	\$ 72.00
Advertising & Listings	911	01312505W507488W / R300007 & D481990	1/31/25	\$6.00	\$ 72.00
Advertising & Listings	911	01312505W507488W / R300007 & D481990	1/31/25	\$6.00	\$ 72.00
Advertising & Listings	911			\$6.00	\$ 72.00
AT&T 831-000-9167 689	Tax	WP245834	1/21/25	\$80.86	\$ 790.32
Tax	State Tax				
Total Voice/Data Forward-Looking:				\$1,866.44	\$ 22,397.28
Voice/Data Services - Retro					
Recommendation Description	Identifier	Confirmation Number	Effective Date	Retro Amount	SpyGlass Fee
AT&T 831-000-9167 689	Tax Credits	0121158CW50608W / Dispute Tracking Number: 5957797	2025-02-26	\$2,182.14	\$ 1,091.07
Tax Credits					
Total Retro:				\$2,182.14	\$ 1,091.07
Mobility Services - Forward Looking					
Recommendation Description	Identifier	Confirmation Number	Effective Date	Forward Looking Monthly Savings	SpyGlass Fee
Verizon Wireless 885100512-00001	650 619 4832	3727451753	2025-01-31	\$24.46	\$ 291.52
Unused Wireless Devices	650 619 5316	3727451753	2025-01-31	\$41.63	\$ 495.56
Unused Wireless Devices	650 619 6188	3354078520	2025-01-31	\$41.63	\$ 495.56
Unused Wireless Devices	650 619 7266	3727451753	2025-01-31	\$40.01	\$ 480.12
Unused Wireless Devices	650 620 8814	3727451753	2025-01-31	\$41.63	\$ 495.56
Unused Wireless Devices	650 971 0700	3727451753	2025-01-31	\$40.01	\$ 480.12
Unused Wireless Devices	650 971 0814	3727451753	2025-01-31	\$41.63	\$ 495.56
Total Mobility Forward-Looking:				\$271.00	\$ 3,252.00
Invoice Total:					\$ 26,740.35

City of Sedalia, MO - Implemented Analog Savings

Provider	Account Number	Service Street	Service City	Line Number	Current Rate	Surcharges/Fees	Total	Proposed Rate with Granite Month to Month	Surcharges/Fees	Total	Savings
AT&T	660 826-9174 000	2900 W Main St	Sedalia	660 826 9174	\$350.00	\$37.86	\$387.86	\$47.00	\$21.08	\$68.08	\$319.78
							\$0.00	\$2.44		\$2.44	-\$2.44
AT&T	660 826-1562 626	701 N Engineer Ave.	Sedalia	660 826 1562	\$350.00	\$45.87	\$395.87	\$47.00	\$21.08	\$68.08	\$327.79
							\$0.00	\$2.44		\$2.44	-\$2.44
AT&T	660 827-4177 925	901 E 3rd St	Sedalia	660 827 4177	\$350.00	\$37.86	\$387.86	\$47.00	\$21.08	\$68.08	\$319.78
							\$0.00	\$2.44		\$2.44	-\$2.44
AT&T	660 827-0247 758	23885 Georgetown Road	Sedalia	660 827 0247	\$350.00	\$37.86	\$387.86	\$47.00	\$21.08	\$68.08	\$319.78
							\$0.00	\$2.44		\$2.44	-\$2.44
							Total Monthly Spending			\$282.08	
							Total Monthly Savings				\$1,277.37
											Annual Savings
											\$15,328.44
											Three Year Savings
											\$45,985.32

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN AIRPORT INFRASTRUCTURE GRANT AGREEMENT FOR RUNWAY REHABILITATION AT THE SEDALIA REGIONAL AIRPORT.

WHEREAS, The City of Sedalia, Missouri has received a proposal to enter into an Airport Infrastructure Grant agreement with the Missouri Department of Transportation, Aviation Section; and

WHEREAS, the City of Sedalia, Missouri shall receive a grant in the amount not to exceed Two Hundred Fifty-three Thousand Six Hundred Two Dollars (\$253,602.00) with the city's portion being Thirteen Thousand Three Hundred Forty-eight Dollars (\$13,348.00) to be used for runway rehabilitation at the Sedalia Regional Airport as more fully described in the Grant Agreement attached to this ordinance and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri hereby approves and accepts the Airport Infrastructure Grant agreement by and between the City of Sedalia, Missouri and the Missouri Department of Transportation Aviation Section as the agreement has been proposed.

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 20th day of January, 2026.

Presiding Officer of the Council

Approved by the Mayor of said City this 20th day of January, 2026.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

MEMORANDUM

To: Matthew Wirt, City Administrator

From: Mitchell Mullen, Airport Director

Date: 01/05/2026

Subject: Update to Ordinance for Airport Infrastructure Grant (AIG)

I am writing this memo to request an update to the previously approved ordinance associated with the Airport Infrastructure Grant (AIG) for the airport runway rehabilitation project.

An ordinance authorizing execution of the AIG agreement was originally approved prior to the start of the runway rehabilitation project. While the project itself had progressed as planned, the overall timeline extended longer than initially presented. As a result, the Missouri Department of Transportation (MoDOT) has advised that the ordinance on file is now outside their acceptable timeframe, as it must be signed within the last twelve (12) months to remain valid for grant execution.

To allow Sedalia Regional Airport to receive reimbursement for eligible project costs, an updated ordinance is required.

I am requesting that an updated ordinance be placed on an upcoming City Council agenda to ensure compliance with MoDOT requirements and to allow timely execution of the grant agreement.

Thank you,

Mitchell Mullen

mmullen@sedalia.com

CCO FORM: MO24
Approved: 12/23 (MWH)
Revised: 08/25 (MWH)
Modified:

Sponsor: City of Sedalia
Project No.: 24-020A-1
Airport Name: Sedalia Regional

CFDA Number: CFDA #20.106
CFDA Title: Airport Improvement Program
Federal Agency: Federal Aviation Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AIRPORT INFRASTRUCTURE GRANT AGREEMENT**

SECTION I - TITLE, AUTHORIZATION, PROJECT DESCRIPTION

- State Block Grant Agreement
- Federal Authorization - Airport and Airway Improvement Act of 1982 (as amended)
- Project Description - Planning, Land/Easement Appraisals and Acquisitions, Surveying, Engineering Design, Construction

SECTION II - STANDARD AGREEMENT ITEMS

1. PURPOSE
2. PROJECT TIME PERIOD
3. TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY
4. AMOUNT OF GRANT
5. AMOUNT OF MATCHING FUNDS
6. ALLOWABLE COSTS
7. WITHDRAWAL OF GRANT OFFER
8. EXPIRATION OF GRANT OFFER
9. FEDERAL SHARE OF COSTS
10. COMPLETING THE PROJECT WITHOUT DELAY AND IN CONFORMANCE WITH REQUIREMENTS
11. RECOVERY OF FEDERAL FUNDS
12. UNITED STATES NOT LIABLE FOR DAMAGE OR INJURY
13. PAYMENT
14. ADMINISTRATIVE/AUDIT REQUIREMENTS
15. ASSURANCES/COMPLIANCE
16. LEASES/AGREEMENTS
17. NONDISCRIMINATION ASSURANCE
18. CANCELLATION
19. VENUE
20. APPLICABLE LAWS AND REGULATIONS
21. WORK PRODUCT
22. CONFIDENTIALITY
23. NONSOLICITATION
24. DISPUTES
25. INDEMNIFICATION

26. INSURANCE
27. HOLD HARMLESS
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30. AMENDMENTS
31. PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS
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39. SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND UNIQUE ENTITY IDENTIFIER
40. FINANCIAL REPORTING AND PAYMENT REQUIREMENTS
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43. AIRPORT PROPERTY MAP
44. ENVIRONMENTAL IMPACT EVALUATION
45. EXHIBIT "A" PROPERTY MAP
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47. RUNWAY PROTECTION ZONE

SECTION V - DESIGN

48. ENGINEER'S DESIGN REPORT
49. GEOMETRIC DESIGN CRITERIA
50. PLANS, SPECIFICATION AND ESTIMATES

SECTION VI - CONSTRUCTION

51. CONSTRUCTION OBSERVATION/INSPECTION REQUIREMENTS
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56. NOTICE TO PROCEED
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59. AIR AND WATER QUALITY
60. FILING NOTICE OF LANDING AREA PROPOSAL
61. FILING NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION
62. CHANGE ORDERS/SUPPLEMENTAL AGREEMENTS

- 63. RESPONSIBILITY FOR PROJECT SAFETY
- 64. RECORD DRAWINGS
- 65. PROHIBITED TELECOMMUNICATIONS
- 66. BUY AMERICAN
- 67. BUILD AMERICA, BUY AMERICA

SECTION VII – SPECIAL CONDITIONS

- 68. SPECIAL CONDITIONS

SECTION VIII – GRANT ACCEPTANCE

- Signature by sponsor constitutes acceptance of grant terms and conditions. Failure to comply with grant requirements will jeopardize funding eligibility.
- Certificate of sponsor's attorney

THIS GRANT AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Sedalia (hereinafter, "Sponsor"). Reference will also be made to the Federal Aviation Administration (hereinafter, "FAA") and the Federal Airport Infrastructure Grant ("AIG") Program.

WHEREAS, the FAA has entered a State Block Grant Program (SBGP) Memorandum of Agreement (MOA) with the Commission for the administration of AIG funds for airport planning, development, and noise program implementation projects conforming to Public Law (117-58), as permitted under Title 49 United States Code (USC) §47128 at non-primary airports in the State (covered airports); and

WHEREAS, the Commission, as an approved SBGP participant, has the administrative responsibility to administer AIG funds for Sponsors of covered airports; and

WHEREAS, the Commission has submitted to the FAA a Block Grant Project Application dated September 5, 2023, for a Grant of Federal funds at or associated with Missouri SBGP Airports, which is a covered airport in Missouri and is included as part of this AIG State Block Grant Agreement (Grant Agreement);

WHEREAS, the FAA has made a Grant Offer, and the Commission has accepted the terms of FAA's Grant Offer; and

WHEREAS, in consideration of the promises, representations, and assurances provided by the Commission, the FAA has approved the State Block Grant Project Application to provide AIG Grant funds (hereinafter, "Grant") to the Commission for eligible and justified projects (hereinafter, "Projects") for covered airports; and

WHEREAS, the Commission has been selected by FAA to administer federal funds under AIG program; and

WHEREAS, the Sponsor has applied to the Commission for a sub-grant under said program; and

WHEREAS, the Commission has agreed to award funds to the Sponsor with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described as follows:

Runway Rehabilitation

NOW, THEREFORE, pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58, Division J, Title VIII) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the State Block Grant Project Application for AIG funds; and in consideration of these mutual covenants, promises, and representations, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to provide financial assistance under the AIG grant program.

(2) PROJECT TIME PERIOD: The project period shall be from the date of execution by the Commission to December 31, 2028. The Commission's assistant chief engineer may for good cause as shown by the Sponsor in writing extend the project time period.

(3) TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY: The Sponsor shall provide satisfactory evidence to title to all existing airport property and avigation easements and address any and all encumbrances. Satisfactory evidence will consist of the Sponsor's execution of a Certificate of Title form provided by the Commission.

(4) AMOUNT OF GRANT: The initial amount of this grant is not to exceed two hundred fifty-three thousand six hundred two dollars (\$253,602) for eligible preliminary project costs and/or land/easement acquisition. A grant amendment to cover the balance of eligible project costs will be provided after construction bids are received.

(A) The amount of this grant stated above represents ninety-five percent (95%) of eligible project costs.

(B) The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. In no event will the Commission provide the Sponsor funding for improvements or work that are not actually performed. The release of all funding under this Agreement is subject to review and approval of all project expenses to ensure that they are qualifying expenses under this program.

(5) AMOUNT OF MATCHING FUNDS: The initial amount of local matching funds to be furnished by the Sponsor is not to exceed thirteen thousand three hundred forty-eight dollars (\$13,348).

(A) The amount of matching funds stated above represents five percent (5%) of eligible project costs.

(B) The Sponsor warrants to the Commission that it has sufficient cash on deposit to provide the local matching funds identified above, as well as to cover one hundred percent (100%) of any ineligible items included in the scope of work.

(6) ALLOWABLE COSTS: AIG grant funds shall not be used for any costs that the Commission and/or the FAA has determined to be ineligible or unallowable in accordance with 49 USC Chapters 471 and 475. The Sponsor must not include any costs in the projects funded with this grant that are ineligible or unallowable in accordance with Public Law 117-58, Division J, Title VIII.

(7) WITHDRAWAL OF GRANT OFFER: The Commission reserves the right to

amend or withdraw this grant offer at any time prior to its acceptance by the Sponsor.

(8) EXPIRATION OF GRANT OFFER: This grant offer shall expire, and the Commission shall not be obligated to pay any part of the costs of the project unless this grant Agreement has been executed by the Sponsor on or before January 31, 2026, or such subsequent date as may be prescribed in writing by the Commission.

(9) FEDERAL SHARE OF COSTS: The United States' share of the allowable project costs will be made in accordance with 49 USC §47109, the regulations, the Secretary of Transportation's (Secretary's) policies and procedures and the Act(s) reference above, as may be applicable. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the Federal share of costs.

(10) COMPLETING THE PROJECT WITHOUT DELAY AND IN CONFORMANCE WITH REQUIREMENTS: The Sponsor must assure the project is carried out and completed without undue delays and in accordance with this Agreement, applicable laws including but not limited to BIL (Public Law 117-58), statutes, and regulations, and the Secretary's policies and procedures. Per 2 CFR §200.308, the Sponsor agrees, to report to the Commission any disengagement from funding eligible expenses under this Agreement and any subgrants hereto that exceed three (3) months or a twenty-five percent (25%) reduction in time devoted to the project and request prior approval from the Commission. The report must include a reason for the stoppage. The Sponsor agrees, to comply with the attached assurances, which are part of this Agreement. These assurances, conditions, and any addendums apply to subgrants issued under this Agreement.

(11) RECOVERY OF FEDERAL FUNDS: The Sponsor shall take all steps, including litigation, if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project(s) upon which Federal funds have been expended. For the purpose of this Grant Agreement, the term "Federal funds" means funds however used or disbursed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must obtain the approval of the Commission as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Commission. The Sponsor must furnish to the Commission, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Commission.

(12) UNITED STATES NOT LIABLE FOR DAMAGE OR INJURY: The United States is not responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Agreement or subgrants issued under

this Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Agreement.

(13) PAYMENT: Payments to the Sponsor are made on an advance basis. The Sponsor may request incremental payments during the course of the project or lump sum payments upon completion of the work. However, this advance payment is subject to the limitations imposed by subparagraph (B) of this paragraph of this Agreement.

(A) The Sponsor may request payment at any time subsequent to the execution of this Agreement by both parties. Requests for reimbursement shall be supported with invoices. After the Sponsor pays incurred costs, copies of checks used to pay providers must be submitted to the Commission.

(B) It is understood and agreed by and between the parties that the Commission shall make no payment which could cause the aggregate of all payments under this Agreement to exceed ninety-five percent (95%) of the maximum federal (block grant) obligation stated in this Agreement or eighty-six percent (86%) of actual total eligible project cost, whichever is lower, until the Sponsor has met and/or performed all requirements of this grant Agreement to the satisfaction of the Commission. The final five percent (5%) of the maximum federal obligation stated in this Agreement shall not be paid to the Sponsor until the Commission has received and approved all final closeout documentation for the project.

(C) Within ninety (90) days of final inspection of the project funded under this Agreement, the Sponsor shall provide to the Commission a final payment request and all financial, performance, and other reports as required by the conditions of this Agreement, with the exception of the final audit report. This report shall be provided when the Sponsor's normal annual audit is completed.

(D) When force account or donations are used, the costs for land, engineering administration, in-kind labor, equipment and materials, etc., may be submitted in letter form with a breakdown of the number of hours and the hourly charges for labor and equipment. Quantities of materials used, and unit costs must also be included. All force account activity, donations, etc., must be pre-approved by the Commission to ensure eligibility for funding.

(14) ADMINISTRATIVE/AUDIT REQUIREMENTS: This grant shall be governed by the administrative and audit requirements as prescribed in 2 CFR Part 200.

(A) If the Sponsor expends one million dollars (\$1,000,000) or more in a year in federal financial assistance, it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to the Missouri Department of Transportation ("MoDOT" or "Department") within the earlier of thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the Sponsor expends less than one million dollars (\$1,000,000) in a year, the Sponsor may be exempt from auditing requirements for that year, but records must be available for

review or audit by applicable state and federal authorities.

(B) When the Sponsor's normal annual audit is completed, the Sponsor shall provide to the Commission a copy of an audit report that includes the disposition of all federal funds involved in this project.

(C) In the event a final audit has not been performed prior to the closing of the grant, the Commission retains the right to recover any appropriate amount of funding after fully considering interest accrued or recommendations on disallowed costs identified during the final audit.

(D) The Commission reserves the right to conduct its own audit of the Sponsor's records to confirm compliance with grant requirements and to ensure that all costs and fees are appropriate and acceptable.

(15) ASSURANCES/COMPLIANCE: The Sponsor shall adhere to the FAA standard airport Sponsor assurances as outlined in attached Exhibit 1, Airport Sponsors (Bipartisan Infrastructure Law), or Non-Airport Sponsors Undertaking Noise Compatibility Program Projects (May 2011) Assurances, or Planning Agency (May 2022) Assurances, and all information require by 2 CFR §200.332 and current FAA Advisory Circulars (ACs) for AIG projects and/or the Commission's specifications. These assurances, ACs, and the Commission's specifications are hereby incorporated into and made part of this Agreement. The Sponsor shall review the assurances, ACs, Commission's specifications, and current "FAA Airport Compliance Manual" and notify the Commission of any areas of non-compliance within its existing facility and/or operations. All non-compliance situations must be addressed and a plan to remedy areas of non-compliance must be established before final acceptance of this project and before final payment is made to the Sponsor.

(16) LEASES/AGREEMENTS: The Sponsor shall ensure that its lease agreements provide for fair market value (FMV) income and prohibit exclusive rights.

(A) Long term commitments (longer than five (5) years) must provide for renegotiation of the leases'/agreements' terms and payments at least every five (5) years.

(B) Leases/agreements shall not contain provisions that adversely affect the Sponsor's possession and control of the airport or interfere with the Sponsor's ability to comply with the obligations and covenants set forth in this grant Agreement.

(17) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the Sponsor agrees as follows:

(A) Civil Rights Statutes: The Sponsor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC 2000d and 2000e, *et seq.*), as well as any applicable titles of the Americans with Disabilities Act (ADA). In addition, if the Sponsor is providing services or operating programs on behalf of the Department or the

Commission, it shall comply with all applicable provisions of Title II of the ADA.

(B) Administrative Rules: The Sponsor shall comply with the administrative rules of the USDOT relative to nondiscrimination in federally assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Sponsor shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21, Section 21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Sponsor. These apply to all solicitations either by competitive bidding or negotiation made by the Sponsor for work to be performed under a subcontract, including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Sponsor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual.

(E) Information and Reports: The Sponsor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders, and instructions. Where any information required of the Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Sponsor fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the Sponsor complies; and/or
2. Cancellation, termination, or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The Sponsor shall include the provisions of this paragraph of this Agreement in every subcontract, including procurements of

materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The Sponsor will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Sponsor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

(18) CANCELLATION: The Commission may cancel this Agreement at any time the Sponsor breaches the contractual obligations by providing the Sponsor with written notice of cancellation. Should the Commission exercise its right to cancel the Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Sponsor.

(A) Upon written notice to the Sponsor, the Commission reserves the right to suspend or terminate all or part of the grant when the Sponsor is, or has been, in violation of the terms of this Agreement. Any lack of progress that significantly endangers substantial performance of the project within the specified time shall be deemed a violation of the terms of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. Once such determination is made, the Commission shall so notify the Sponsor in writing. Termination of any part of the grant will not invalidate obligations properly incurred by the Sponsor prior to the date of termination.

(B) The Commission shall have the right to suspend funding of the project at any time and for so long as the Sponsor fails to substantially comply with all the material terms and conditions of this Agreement. If the Commission determines that substantial noncompliance cannot be cured within thirty (30) days, then the Commission may terminate the funding for the project. If the Sponsor fails to perform its obligations in substantial accordance with the Agreement (except if the project has been terminated for the convenience of the parties) and the FAA requires the Commission to repay grant funds that have already been expended by the Sponsor, then the Sponsor shall repay the Commission such federal funds.

(19) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(20) APPLICABLE LAWS AND REGULATIONS: This Agreement shall be construed according to the laws of the State of Missouri. Each party shall comply with all applicable federal, state, and local laws, regulations, and ordinances. Additionally, each party shall adhere to all accepted industry standards, processes, and procedures relevant to the performance of their obligations under this Agreement. A violation of this paragraph constitutes a material breach of the Agreement.

(21) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the

Sponsor at the direction of the Commission shall remain the property of the Sponsor. However, Sponsor shall provide to the Commission a copy of magnetic discs that contain computer aided design and drafting (CADD) drawings and other documents generated under this grant. Information supplied by the Commission shall remain the property of the Commission. The Sponsor shall also supply to the Commission hard copies of any working documents such as reports, plans, specifications, etc., as requested by the Commission.

(22) CONFIDENTIALITY: The Sponsor shall not disclose to third parties confidential factual matter provided by the Commission except as may be required by statute, ordinance, or order of court, or as authorized by the Commission. The Sponsor shall notify the Commission immediately of any request for such information.

(23) NONSOLICITATION: The Sponsor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sponsor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

(24) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(25) INDEMNIFICATION: To the extent allowed or imposed by law, the Sponsor shall defend, indemnify, and hold harmless the Commission, including its members and Department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Sponsor's wrongful or negligent performance of its obligations under this Agreement.

(26) INSURANCE:

(A) The Sponsor is required or will require any contractor procured by the Sponsor to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public

entities (\$600,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to section 537.610 RSMo.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(27) HOLD HARMLESS: The Sponsor shall hold the Commission harmless from any and all claims for liens of labor, services or materials furnished to the Sponsor in connection with the performance of its obligations under this Agreement. Certification statements from construction contractors must be provided to ensure all workers, material suppliers, etc., have been paid.

(28) NOTIFICATION OF CHANGE: The Sponsor shall immediately notify the Commission of any changes in conditions or law which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal, facsimile or electronic mail (email) delivery, addressed as follows:

Commission: Kyle LePage
Administrator of Aviation
Missouri Department of Transportation
P.O. Box 270
Jefferson City, MO 65102
(573) 526-5571
(573) 526-4709 FAX
email: kyle.lepage@modot.mo.gov

Sponsor: **Contact name**
Title
City of Sedalia
200 S. Osage Avenue
Sedalia, MO 65301
(660) 826-4128
Email: _____@cityofsedalia.com

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile or email delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of the facsimile or email transmission of the document.

(29) DURATION OF GRANT OBLIGATIONS: Grant obligations are effective for the useful life of any facilities/equipment installed with grant funds, but in any event not to

exceed twenty (20) years. There shall be no limit on the duration of the assurance against exclusive rights or terms, conditions and assurances with respect to real property acquired with federal funds. This paragraph equally applies to a private sponsor. However, in the case of a private sponsor, the useful life for improvements shall not be less than ten (10) years.

(A) The financial assistance provided hereunder constitutes a grant to the Sponsor. Neither the Commission nor the FAA will have title to the improvements covered by this Agreement, as title to same shall vest in the Sponsor.

(B) For the grant duration period, the Sponsor becomes obligated, upon any sale or disposition of the airport or discontinuation of operation of the airport to immediately repay, in full, the grant proceeds or proportionate amount thereof based upon the number of years remaining in the original obligation to the Commission. The Commission and the Sponsor hereby agree that during said period, the property and improvements which constitute the subject airport are subject to sale, if necessary, for the recovery of the federal pro rata share of improvement costs should this Agreement be terminated by a breach of contract on the part of the Sponsor or should the aforementioned obligations not be met.

(C) In this Section, the term "any sale or disposition of the airport" shall mean any sale or disposition of the airport: 1. for a use inconsistent with the purpose for which the Commission's share was originally granted pursuant to this Agreement; or 2. for a use consistent with such purposes wherein the transferee in the sale or disposition does not enter into an assignment and assumption Agreement with the Sponsor with respect to the Sponsor's obligation under the instrument so that the transferee becomes obligated thereunder as if the transferee had been the original owner thereof.

(30) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Sponsor and the Commission.

(31) PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS: Contracts for professional services are to be procured by competitive proposals per federal procurement requirements (49 CFR §18.36). Requests for proposals/qualifications are to be publicly announced for services expected to cost more than one hundred thousand dollars (\$100,000) in the aggregate. Small purchase procedures (telephone solicitations or direct mail) may be used for services costing one hundred thousand dollars (\$100,000) or less. All professional services contracts are subject to review and acceptance by the Commission prior to execution by the Sponsor to ensure funding eligibility.

(32) ASSIGNMENT: The Sponsor shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the Commission.

(33) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Sponsor, whether voluntarily, or upon the appointment of a receiver,

trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Sponsor responsible for damages.

(34) COMMISSION REPRESENTATIVE: The Commission's assistant chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(35) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) OF 2006: The Sponsor shall comply with all reporting requirements of the FFATA (Public Law 109-282, as amended by section 6202(a) of Public Law 110-252). This Agreement is subject to the award terms within 2 CFR Part 170.

(36) BAN ON TEXTING WHILE DRIVING: In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

(A) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

(B) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

1. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

2. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(37) TRAFFICKING IN PERSONS:

(A) POSTING OF CONTACT INFORMATION: The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

(B) PROVISIONS APPLICABLE TO A RECIPIENT THAT IS A PRIVATE ENTITY: The Sponsor recipient, sponsor's employees, subrecipients under this Grant, and subrecipients' employees may not:

1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;

2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or

3. Use forced labor in the performance of the Grant or any subgrants under this Grant.

(C) The FAA and the Commission may unilaterally terminate this Grant, without penalty, if the Sponsor that is a private entity:

1. Is determined to have violated a prohibition in subparagraph (A) of this Grant Condition; or

2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in subparagraph (A) of this Grant Condition through conduct that is either:

A. Associated with performance under this Grant; or

B. Imputed to Sponsor or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

(D) PROVISION APPLICABLE TO A RECIPIENT OTHER THAN A PRIVATE ENTITY: FAA and the Commission may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity:

1. Is determined to have violated an applicable prohibition in subparagraph (A) of this Grant Condition; or

2. Has an employee who is determined by the Commission to have violated an applicable prohibition in subparagraph (A) of this Grant Condition through conduct that is either:

A. Associated with performance under this Grant; or

B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

(E) PROVISIONS APPLICABLE TO ANY RECIPIENT:

1. Sponsor must inform the Commission immediately of any

information Sponsor received from any source alleging a violation of a prohibition in paragraph (A) of this Grant Condition.

2. FAA and the Commission's right to terminate unilaterally that is described in subparagraph (A) or (B) of this Grant Condition:

A. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 USC §7104(g)], and

B. Is in addition to all other remedies for noncompliance that are available to us under this Grant.

3. Sponsor must include the requirements of subparagraph (A) of this Grant Condition in any subgrant made to a private entity.

(F) DEFINITIONS: For purposes of this Grant Condition:

1. "Employee" means either:

A. An individual employed by Sponsor or a subrecipient who is engaged in the performance of the project or program under this Grant; or

B. Another person engaged in the performance of the project or program under this Grant and not compensated by Sponsor including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

A. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR §175.25.

B. Includes:

I. A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR §175.25(b).

II. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act,"

and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 USC §7102).

(38) SUSPENSION OR DEBARMENT: Sponsors entering into "covered transactions", as defined by 2 CFR §180.200, must:

(A) Verify the non-federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating; and

(B) Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g., subcontracts).

(39) SAM REGISTRATION AND UNIQUE ENTITY IDENTIFIER:

(A) Requirement for SAM: Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Commission submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Commission review and update, and will require the Sponsor to review and update, the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

(B) Unique Entity Identifier (UEI) means a twelve (12) character alphanumeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

(40) FINANCIAL REPORTING AND PAYMENT REQUIREMENTS: The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

(41) EMPLOYEE PROTECTION FROM REPRISALS:

(A) Prohibition of Reprisals: In accordance with 41 USC §4712, an employee of the Sponsor, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body, described in subparagraph (B) of this paragraph of this Agreement, information that the

employee reasonably believes is evidence of:

1. Gross mismanagement of a federal grant;
2. Gross waste of federal funds;
3. An abuse of authority relating to implementation or use of federal funds;
4. A substantial and specific danger to public health or safety; or
5. A violation of law, rule, or regulation related to a federal grant.

(B) PERSONS AND BODIES COVERED: The persons and bodies to which a disclosure by an employee is covered are as follows:

1. A member of Congress or a representative of a committee of Congress;
2. An Inspector General;
3. The Government Accountability Office;
4. A federal office or employee responsible for oversight or management at the relevant agency;
5. A court or grand jury;
6. A management official of the grantee or subgrantee; or
7. A federal or state regulatory enforcement agency.

(C) SUBMISSION OF COMPLAINT: A person who believes that they have been subjected to a reprisal prohibited by subparagraph (A) of this paragraph of this Agreement may submit a complaint regarding the reprisal to the Office of Inspector General for the USDOT.

(D) TIME LIMITATION FOR SUBMITTAL OF A COMPLAINT: A complaint may not be brought under this subsection more than three (3) years after the date on which the alleged reprisal took place.

(E) REQUIRED ACTIONS OF THE INSPECTOR GENERAL: Actions, limitations, and exceptions of the Inspector General's office are established under 41 USC §4712(b).

(F) ASSUMPTION OF RIGHTS TO CIVIL REMEDY: Upon receipt of an

explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 USC §4712(c).

(42) AIRPORT LAYOUT PLAN: All improvements must be consistent with a current and approved Airport Layout Plan (ALP). The Sponsor shall update and keep the ALP drawings and corresponding narrative report current with regard to FAA standards and physical or operational changes at the airport.

(A) ALP approval shall be governed by FAA Order 5100.38, entitled "Airport Improvement Program Handbook."

(B) If ALP updates are required as a result of this project, the Sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the Commission and submit it in final form to the Commission. It is further mutually agreed that the reasonable cost of developing said ALP Map is an allowable cost within the scope of this project. Airport Sponsor Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an ALP in accordance with 49 USC §47107(a)(16).

(C) The Sponsor has made available to (or will make available to) and has provided (or will provide) upon request to the metropolitan planning organization, if any, in the area in which the Airport is located, a copy of the proposed ALP or ALP amendment to depict the project and a copy of any airport master plan in which the project is described or depicted.

(43) AIRPORT PROPERTY MAP: The Sponsor shall develop (or update), as a part of the ALP, a drawing which indicates how various tracts/parcels of land within the airport's boundaries were acquired (i.e., federal funds, surplus property, local funds only, etc.). Easement interests in areas outside the fee property line shall also be included. A screened reproducible of the Airport Layout Drawing may be used as the base for the property map.

(44) ENVIRONMENTAL IMPACT EVALUATION: The Sponsor shall evaluate the potential environmental impact of this project per the current version of FAA Order 5050.4, entitled "National Environmental Policy Act Implementing Instructions for Airport Actions." Evaluation must include coordination with all resource agencies that have jurisdiction over areas of potential environmental impact and a recommended finding such as categorical exclusion, no significant impact, level of impact and proposed mitigation, etc.

(45) EXHIBIT "A" PROPERTY MAP: The Exhibit "A" Property Map accepted by the Commission on August 18, 2004, is incorporated herein by reference.

(46) SOLID WASTE RECYCLING PLAN: The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 USC

§47106(a)(6).

(47) RUNWAY PROTECTION ZONE: The Sponsor agrees to take the following actions to maintain and/or acquire a property interest, satisfactory to the Commission and the FAA, in the Runway Protection Zones:

(A) EXISTING FEE TITLE INTEREST IN THE RUNWAY PROTECTION ZONE: The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly or other use in the Runway Protection Zone, as depicted on the Exhibit "A" Property Map and the approved ALP, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the Commission and the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the Commission and the FAA.

(B) EXISTING EASEMENT INTEREST IN THE RUNWAY PROTECTION ZONE: The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

(C) INTEREST IN THE RUNWAY PROTECTION ZONE: The Sponsor agrees that it will make every effort to acquire fee title or easement in the Runway Protection Zones for runways that presently are not under its control within five (5) years of this grant agreement. The Sponsor further agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes, or any other structure approved by the Commission and the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the Commission and the FAA.

(48) ENGINEER'S DESIGN REPORT: Prior to development of the plans and specifications, the Sponsor shall provide an engineer's report setting forth the general analysis and explanation of reasons for design choices. Said report shall include an itemized cost estimate, design computations, reasons for selections and modifications, comparison of alternatives, life cycle cost analysis, geotechnical report and any other elements that support the engineer's final plans and specifications.

(49) GEOMETRIC DESIGN CRITERIA: The Sponsor shall use the geometric design criteria promulgated by the FAA in the AC series and in FAA Orders. The Sponsor may request and receive approval for adaptation of said criteria where the FAA and the Commission concur that such adaptation is appropriate considering safety, economy and efficiency of operation.

(50) PLANS, SPECIFICATIONS, AND ESTIMATES: The plans and construction specifications for this project shall be those promulgated by the FAA in the AC series and in FAA Orders.

(A) The plans shall include a safety plan sheet to identify work areas, haul routes, staging areas, restricted areas, construction phasing, shutdown schedule etc., and to specify the requirements to ensure safety during construction.

(B) The Sponsor shall submit all plans, specifications, and estimates to the Commission for review and acceptance prior to advertising for bids for construction. The Commission and the Sponsor agree that the Commission approval of the Sponsor's Plans and Specifications is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

(C) The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior Commission and FAA approval for modifications to any AIP or supplemental appropriation standards or to notify the Commission of any limitations to competition within the project;

(D) The Commission's acceptance of a Sponsor's certification does not limit the Commission from reviewing appropriate project documentation for the purpose of validating the certification statements; and

(E) If the Commission determines that the Sponsor has not complied with its certification statements, the Commission will review the associated project costs to determine whether such costs are allowable under AIP or supplemental appropriation.

(51) CONSTRUCTION OBSERVATION/INSPECTION REQUIREMENTS: In conjunction with submittal of the construction bid tabulation, the Sponsor shall provide a construction observation/inspection program setting forth a format for accomplishment of resident observation, construction inspection and overall quality assurance.

(52) CONSTRUCTION PROGRESS AND INSPECTION REPORTS: The Sponsor shall provide and maintain adequate, competent and qualified engineering supervision and construction inspection at the project site during all stages of the work to ensure that the completed work conforms with the project plans and specifications. Project oversight by the Commission's project manager or other personnel does not relieve the Sponsor of this responsibility.

(A) The Sponsor shall require the resident project representative to keep daily construction records and shall submit to the Commission a weekly construction progress and inspection report on the FAA Form 5370-1 ("Construction Project and Inspection Report"), completed by the resident project representative. A weekly summary of tests completed shall be included.

(B) Prior to final acceptance, the Sponsor shall provide to the Commission a testing summary report bearing the engineer's seal and including a certification from the engineer that the completed project is in compliance with the plans and specifications.

(53) WAGE LAWS: The Sponsor and its contractors and subcontractors shall pay the prevailing hourly rate of wages for each craft or type of worker required to execute this project work as determined by the Department of Labor and Industrial Relations of Missouri, and they shall further comply in every respect with the minimum wage laws of Missouri and the United States. Federal wage rates under the Davis-Bacon or other federal acts apply to and govern this Agreement also for such work which is performed at the jobsite, in accord with 29 CFR Part 5. Thus, this Agreement is subject to the "Contract Work Hours and Safety Standards Act", as amended (40 USC §327, *et seq.*), and its implementing regulations. The Sponsor shall take the acts which may be required to fully inform itself of the terms of, and to comply with, state and federal laws.

(54) COMPETITIVE SELECTION OF CONTRACTOR: Construction that is to be accomplished by contract is to be competitively bid in accordance with federal procurement requirements, located at 49 CFR Part 18. Bid notices should be published in a qualified (local or area) newspaper or other advertisement publication located in the same county as the airport project as a minimum.

(55) REVIEW OF BIDS AND CONTRACT AWARD: The Commission shall review all contractors' bids and approve the selection of the apparent successful bidder prior to the Sponsor awarding the construction contract.

(56) NOTICE TO PROCEED: After the Commission receives copies of the executed construction contract between the Sponsor and the contractor, the performance and payment bonds and any other documentation as required by this Agreement, the Commission will authorize the Sponsor to issue a notice to proceed with construction.

(A) Notice to proceed shall not be issued until the Sponsor has provided satisfactory evidence of acceptable title to the land on which construction is to be performed. Ownership status of existing airport property as well as any land or easements acquired under this project must be included in a Certificate of Title tied to a current Exhibit "A" property map.

(B) The Sponsor shall issue a notice to the contractor within ten (10) days of authorization by the Commission, unless otherwise approved by the Commission.

(C) Any construction work performed prior to the Sponsor's issuance of a Notice to Proceed shall not be eligible for funding participation.

(57) DISADVANTAGED BUSINESS ENTERPRISES (DBEs)-CONSTRUCTION: The Sponsor shall notify prospective bidders that DBEs will be afforded full and affirmative opportunity to submit bids in response to the invitation and

will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(A) The goal for this project to be awarded to DBE firms shall be established by the Commission based on the engineer's construction cost estimate included in the design report. The goal will be a percentage of the federal portion of the contract costs less the amount expended for land, easements, the Sponsor's in-house administration, force account work and any noncontractual costs. Failure to meet the DBE goal can render a bid proposal nonresponsive at the Commission's discretion.

(B) The Sponsor shall conduct field reviews and interviews with workers to ensure that the portion of the work identified in the construction contract to be performed by DBE firms is so performed. Results of these interviews shall be submitted to the Commission with the weekly construction progress reports.

(58) LABOR STANDARDS INTERVIEWS: The Sponsor shall conduct periodic random interviews with the workers to assure that they are receiving the established prevailing wages. Results of these interviews shall be submitted to the Commission with the weekly construction progress reports.

(59) AIR AND WATER QUALITY: The Sponsor is required to comply with all applicable air and water quality standards for the project. If the Sponsor fails to comply with this requirement, the Commission may suspend, cancel, or terminate this Agreement.

(60) FILING NOTICE OF LANDING AREA PROPOSAL: When a project involving changes to the runway will be implemented at an airport, the Sponsor must submit FAA Form 7480-1 ("Notice of Landing Area Proposal") to the FAA not less than one hundred twenty (120) days prior to commencement of any construction or alteration. A copy of the form as filed with the FAA and the FAA airspace determination letter must be provided to the Commission. This form must be submitted for any projects that involve the widening, lengthening or reconstruction of an existing runway or construction of a new runway. When the funded project is strictly a master plan/site selection, this form will be submitted for the final three (3) proposed sites prior to development of the ALP.

(61) FILING NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION: When a development project that does not involve changes to the runway will be implemented at an airport, the Sponsor must submit FAA Form 7460-1 ("Notice of Proposed Construction or Alteration") to the FAA not less than one hundred twenty (120) days prior to commencement of any construction or alteration. A copy of the form as filed with the FAA and the FAA airspace determination letter must be provided to the Commission. This form must be submitted for construction of any permanent structures on the airport, temporary structures over twenty feet (20') in height or use of construction equipment over twenty feet (20') tall. It is not necessary for routine construction projects unless they include above ground installations.

(62) CHANGE ORDERS/SUPPLEMENTAL AGREEMENTS: All change orders/supplemental agreements must be submitted to the Commission for approval prior to implementation to ensure funding eligibility. Requests for additional work for items not included in the original bid must be accompanied by a cost analysis to substantiate the proposed costs.

(63) RESPONSIBILITY FOR PROJECT SAFETY: During the full term of the project, the Sponsor shall be responsible for the installation of any signs, markers, or other devices required for the safety of the public. All markers or devices required shall conform with all applicable FAA regulations or specifications.

(A) The Sponsor shall ensure that a safety plan is included in the contract documents and that the Contractor complies with the safety plan during construction.

(B) It is also the responsibility of the Sponsor to issue, through the applicable FAA Flight Service Station, any and all Notices to Airmen that may be required. Copies of notices shall also be sent to the Commission as soon as they are filed with the FAA.

(64) RECORD DRAWINGS: The Sponsor shall provide one (1) set of digital as-built construction plans and one (1) set of digital and one (1) paper set of the updated ALP with a narrative report to the Commission upon project completion. The Sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the Commission and submit it in final form to the Commission. It is further mutually agreed that the reasonable cost of developing said ALP Map is an allowable cost within the scope of this project. The Commission will forward one (1) digital set of the approved updated ALP to the FAA Central Region office.

(65) PROHIBITED TELECOMMUNICATIONS: The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 §889(f)(1)] and 2 CFR §200.216.

(66) BUY AMERICAN: Unless otherwise approved in advance by the FAA, in accordance with 49 USC §50101, the State and Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The State and Sponsor will include a provision implementing Buy American in every contract.

(67) BUILD AMERICA, BUY AMERICA: The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

(68) SPECIAL CONDITIONS: The following special conditions are hereby made part of this Agreement:

(A) AIRPORT LAYOUT PLAN: The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the Commission or the FAA, as described by 49 §47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of a project funded under this Grant Agreement, if applicable. Airport Sponsors Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an airport layout plan in accordance with 49 USC §47107(a)(16).

(B) LIGHTING: The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.

(C) INSTRUMENT LANDING SYSTEM AND ASSOCIATED EQUIPMENT IN PROJECT: The Sponsor agrees:

1. Prior to commissioning, to assure the equipment meets the FAA's standards; and

2. To remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR Part 77 aeronautical survey.

(D) MASTER PLAN COORDINATION: The Sponsor agrees to coordinate this master planning study with metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State's Department of Transportation and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The State and Sponsor agree to consider any State Clearinghouse comments and to furnish a copy of the final report to the State's Department of Transportation.

(E) AIRPORT LAYOUT PLAN COORDINATION: The Sponsor has made available to (or will make available to) and has provided (or will provide) upon request to the metropolitan planning organization, if any, in the area in which the airport is located, a copy of the proposed airport layout plan (ALP) or ALP amendment to depict the project and a copy of any airport master plan in which the project is described or depicted.

(F) PAVEMENT MAINTENANCE MANAGEMENT PROGRAM: The Sponsor agrees to implement an effective airport pavement maintenance management program as required by Airport Sponsors Grant Assurance 11, Pavement Preventive Maintenance–Management, which is codified at 49 USC §47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:

1. Follow the current version of FAA Advisory Circular

150/5380–6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

2. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

3. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

A. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

- (I) Location of all runways, taxiways, and aprons;
- (II) Dimensions;
- (III) Type of pavement; and
- (IV) Year of construction or most recent major reconstruction, rehabilitation, or repair.

B. Inspection Schedule.

(I) Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380–6, the frequency of inspections may be extended to three years.

(II) Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

C. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

- (I) Inspection date;
- (II) Location;
- (III) Distress types; and

(IV) Maintenance scheduled or performed.

D. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

(G) PROJECT CONTAINING PAVING WORK IN EXCESS OF \$500,000: The Sponsor agrees to:

1. Furnish a construction management program to the Commission prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:

A. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;

B. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;

C. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);

D. Qualifications of engineering supervision and construction inspection personnel;

E. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and

F. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

2. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the State or FAA.

3. Failure to provide a complete report as described above or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.

4. The Commission, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.

(H) MAINTENANCE PROJECT LIFE: The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The State and Sponsor further agree that Airport Improvement Program (AIP), AIG, or supplemental appropriation funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a five (5) year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.

(I) PROTECTION OF RUNWAY PROTECTION ZONE - AIRPORT PROPERTY: The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the Runway Protection Zone, as depicted on the Exhibit "A": Property Map, except for Navigational Aids (NAVAIDS) that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the Commission.

(J) PROTECTION OF RUNWAY PROTECTION ZONE – EASEMENT: The Sponsor, under the easement, agree to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

(K) PLANS AND SPECIFICATIONS APPROVAL BASED UPON CERTIFICATION: The Sponsor agrees that the Commission's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the Commission. The Sponsor understands that:

1. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior Commission approval for modifications to published FAA

airport development grant standards or to notify the Commission of any limitations to competition within the project;

2. The Commission's acceptance of Sponsor's certification does not limit the Commission from reviewing appropriate project documentation for the purpose of validating the certification statements; and

3. If the Commission determines that the Sponsor has not complied with its certification statements, the Commission will review the associated project costs to determine whether such costs are allowable under this Grant.

(L) BUY AMERICAN EXECUTIVE ORDERS: The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

(M) Mothers' Rooms: As a small, medium or large hub airport, the sponsor certifies it is in compliance with 49 USC § 47107(w).

(N) Usable Unit of Development: The FAA and the sponsor agree this grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the airport Sponsor understands and agrees that the work described in this grant agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the sponsor receives any additional federal funding.

(O) Duffy Plaintiff Special Term: Pursuant to the court's preliminary injunction order in *State of California v. Duffy*, 1:25-cv-00208-JJM-PAS (D.R.I.) (June 19, 2025), DOT will not impose or enforce the challenged immigration enforcement condition* or any materially similar terms and conditions, to any grant funds awarded, directly or indirectly, to Plaintiff States or local government entities within those States (collectively referred to as "Plaintiff State Entities"), or otherwise rescind, withhold, terminate, or take other adverse action, absent specific statutory authority, based on the challenged immigration enforcement condition while DOT is subject to an injunction. DOT will not require Plaintiff State Entities to make any certification or other representation related to compliance with the challenged immigration enforcement condition nor will DOT construe acceptance of funding from DOT as certification as to the challenged immigration enforcement condition.

*The challenged immigration enforcement condition:

"[T]he Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law."

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IN WITNESS WHEREOF, the parties have entered into and accepted this Agreement on the last date written below.

Executed by Sponsor on _____ (date).

Executed by Commission on _____ (date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF SEDALIA

By: _____

By: _____

Title: _____

Title: _____

Attest:

Attest:

Secretary to the Commission

By: _____

Title: _____

Approved as to Form:

Commission Counsel

Ordinance No. _____

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as attorney for the Sponsor, do hereby certify that in my opinion, the Sponsor is empowered to enter into the foregoing grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing grant Agreement, and the actions taken by said Sponsor and Sponsor's official representative have been duly authorized and the execution thereof is in all respects due and proper and in accordance with the laws of the said state and the Airport and Airway Improvement Act of 1982, as amended. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said grant constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

CITY OF SEDALIA:

Name of Sponsor's Attorney (typed)

Signature of Sponsor's Attorney

Date _____

EXHIBIT 1
ASSURANCES
AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility, or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in

full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49, U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹

- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger

enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere

with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the

providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all

revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**Selection Criteria: Sponsor Name**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement

subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);

3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Infrastructure Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIG projects as of [Selection Criteria: Project Application Date].

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of

49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

ASSURANCES

PLANNING AGENCY SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect during the life of the project.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- c. Hatch Act – 5 U.S.C. § 1501, et seq.¹
- d. Rehabilitation Act of 1973 – 29 U.S.C. § 794
- e. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- f. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- g. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- h. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.¹
- i. Drug-Free Workplace Act of 1988 - 41 U.S.C. § 8101 through 8105.
- j. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Public Law 110-252).

- k. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 12372 - Intergovernmental Review of Federal Programs
- b. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- c. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- d. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- f. Executive Order 14008 - Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3,4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 49 CFR Part 20 – New Restrictions on Lobbying.
- i. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964.
- j. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- k. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- l. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- m. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)

FOOTNOTES TO ASSURANCE C.1.

¹ These laws do not apply to private sponsors.

² 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

³ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁴ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States.

4. Preserving Rights and Powers

It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary

5. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies in the planning area.

6. Accounting System, Audit, and Record Keeping Requirements

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such

audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

7. Planning Projects

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the Sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the Sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not mean constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

8. Reports and Inspections.

It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request.

9. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4; creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language.

It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**[Selection Criteria: Sponsor Name]**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under

Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

11. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

12. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary.

13. Disadvantaged Business Enterprises.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

ASSURANCES

NON-AIRPORT SPONSORS UNDERTAKING NOISE COMPATIBILITY PROGRAM PROJECTS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for noise compatibility projects undertaken by sponsors who are not proprietors of the airport which is the subject of the noise compatibility program.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. Sponsors are units of local government in the areas around the airport which is the subject of the noise compatibility program.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired throughout the useful life of the project items installed under a project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.

- i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49, U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1,2}
- p. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- q. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- r. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

- s. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- t. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- u. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- v. 49 CFR Part 41 – Seismic Safety

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

3. Sponsor Fund Availability.

- a. It has sufficient funds available for that portion of the project costs which are not to be paid by the United States.
- b. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

For projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not enter into any transaction, or take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which

would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property for which it holds good title and upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be approved in advance by the Secretary.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consistency with Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Accounting System, Audit, and Record Keeping Requirements

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an

independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

9. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 USC §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works, which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

10. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

11. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

12. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

13. Operation and Maintenance.

It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

14. Hazard Prevention.

It will protect such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) by preventing the establishment or creation of future airport hazards on property owned or controlled by it or over which it has land use jurisdiction.

15. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

16. Reports and Inspections.

It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request. It will also make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request.

17. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language.

It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting

or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

18. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

19. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

20. Disposal of Land

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will, at the

discretion of the Secretary, (1) be paid to the Secretary for deposit in the Trust Fund or (2) be reinvested in an approved noise compatibility project including the purchase of nonresidential buildings or property in the vicinity of residential buildings or property previously purchased by the airport as part of a noise compatibility program.

- b. Disposition of such land under (a) will be subject to the retention or reservation of any interest or right necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

21. Relocation and Real Property Acquisition

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

22. Disadvantaged Business Enterprises.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's Disadvantaged Business Enterprises (DBE) program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801 to 3809, 3812).

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR BETTER INVESTMENTS TO LEVERAGE DEVELOPMENT (BUILD) GRANT FOR A WASHINGTON AVENUE BRIDGE RELOCATION FEASIBILITY STUDY.

WHEREAS, the City of Sedalia, Missouri, is applying for grant funds through the Better Investments to Leverage Development (BUILD) Grant. Its purpose is to secure funding to complete a relocation feasibility study for the Washington Avenue Bridge to evaluate potential relocation alternatives, assess structural, safety and environmental considerations and support informed decisions.

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

Section 1. The Mayor or City Administrator are hereby authorized to sign the Better Investments to Leverage Development (BUILD) Grant Application in substantially the same form and content as attached hereto and any other official project documents that are necessary to obtain such assistance, including any agreements, contracts or other documents that are required.

Section 2. In the event a grant is awarded, the City of Sedalia is prepared to supply the matching funds and complete the project(s) within the time period as identified in the application(s).

PASSED by the Council of the City of Sedalia, Missouri, this 20th day of January, 2026.

Presiding Officer of the Council

ATTEST:

Jason S. Myers
City Clerk



Let's Cross Paths

City of Sedalia

200 S. Osage

Sedalia, MO 65301

(660) 827-3000 www.sedalia.com

To: Matthew Wirt, City Administrator
From: Elizabeth Nations, Chief Office Administrator
Date: January 12, 2026
Subject: Authorization for Submission of Better Utilizing Investments to Leverage Development (BUILD) Grant Applications

This is a request for authorization to submit two applications to the U.S. Department of Transportation for Better Utilizing Investments to Leverage Development (BUILD) grants. The BUILD Grant program is a competitive federal funding opportunity that supports significant transportation infrastructure projects with regional and national impact.

The proposed applications are:

Application 1: Washington Ave. Bridge Relocation Feasibility Study

This application would seek funding to complete a relocation feasibility study for the Washington Ave. Bridge. The study would evaluate potential relocation alternatives, assess structural, safety, and environmental considerations, and support informed decision-making for future capital investment.

Application 2: St. Fair Blvd. and Main St. Roundabout

This application would seek funding to complete engineering for a roundabout at the intersection of St. Fair Blvd. and Main St. The proposed engineering work would improve intersection safety, reduce conflict points and enhance traffic operations.

The grant applications including several associated documents is required to be completed and submitted to the U.S. Department of Transportation on or before February 24, 2026.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR BETTER INVESTMENTS TO LEVERAGE DEVELOPMENT (BUILD) GRANT FOR ENGINEERING SERVICES FOR A ROUNDABOUT AT THE INTERSECTION OF STATE FAIR BOULEVARD AND MAIN STREET.

WHEREAS, the City of Sedalia, Missouri, is applying for grant funds through the U.S. Department of Transportation for the Better Investments to Leverage Development (BUILD) Grant. Its purpose is to secure funds to complete engineering for a roundabout at the intersection of State Fair Boulevard and Main Street to improve safety, reduce conflict points and enhance traffic operations.

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

Section 1. The Mayor or City Administrator are hereby authorized to sign the Better Investments to Leverage Development (BUILD) Grant Application in substantially the same form and content as attached hereto and any other official project documents that are necessary to obtain such assistance, including any agreements, contracts or other documents that are required.

Section 2. In the event a grant is awarded, the City of Sedalia is prepared to supply the matching funds and complete the project(s) within the time period as identified in the application(s).

PASSED by the Council of the City of Sedalia, Missouri, this 20th day of January, 2026.

Presiding Officer of the Council

ATTEST:

Jason S. Myers
City Clerk



Let's Cross Paths

City of Sedalia

200 S. Osage

Sedalia, MO 65301

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To: Matthew Wirt, City Administrator

From: Elizabeth Nations, Chief Office Administrator

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Subject: Authorization for Submission of Better Utilizing Investments to Leverage Development (BUILD) Grant Applications

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The proposed applications are:

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The grant applications including several associated documents is required to be completed and submitted to the U.S. Department of Transportation on or before February 24, 2026.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A SCOPE OF WORK FOR PROJECT COORDINATION, MONTHLY INVOICING AND QUALITY MANAGEMENT PLAN/QA FOR THE WASHINGTON AVENUE BRIDGE PROJECT.

WHEREAS, the City of Sedalia, Missouri has received a proposal to enter into an Agreement by and between the City of Sedalia, Missouri and HDR Engineering Inc. for project coordination, monthly invoicing and quality management plan/QA for the Washington Avenue Bridge Project; and

WHEREAS, under the proposal, the City of Sedalia, Missouri shall pay HDR Engineering Inc. the sum and amount of not to exceed Forty-seven Thousand Six Hundred Seventy-four Dollars (\$47,674.00) as more fully described in the proposed Agreement attached to this Ordinance and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri hereby approves and accepts the Agreement by and between the City of Sedalia, Missouri and HDR Engineering Inc. as it has been proposed.

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

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

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

Read two times by title, copies of the proposed Ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 20th day of January, 2026.

Presiding Officer of the Council

Approved by the Mayor of said City this 20th day of January, 2026.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers, City Clerk

Scope of Work
City of Sedalia, MO
2026 Better Utilizing Investments to Leverage Development (BUILD)
Planning Grant Application Support – Washington Avenue Bridge
Scope of Work | HDR

Tasks:

1. Project Management and Administration

The Consultant will perform project management and administration activities including initial project set up, internal project controls and monitoring, and monthly invoice preparation and close out. A Quality Management Plan as well as quality control and assurance activities will be provided under this task. Invoicing will occur monthly.

Deliverables:

- Project coordination, monthly invoicing, and Quality Management Plan/QA activities

2. BUILD Planning Grant Application Package Development

The Consultant will participate in one initial 2-hour workshop with the City to review the BUILD grant program requirements and evaluate the project to be submitted as part of a Planning Grant application. The project included in the application will request funding for a planning study to evaluate existing conditions, develop and analyze alternatives, perform conceptual engineering, and create a coordinated, multi-jurisdictional implementation and funding strategy to define a preferred alternative to the Washinton Avenue Bridge.

The outcome of this meeting will refine the scope of the planning study to put forward for funding through the BUILD grant program. After the initial workshop, a weekly 1-hour progress meeting will be held with the City's and County's designated representatives to provide grant application package updates, gather information, and review task assignments.

Note: The City will provide the data and documents from existing sources and documents. Any additional data or documents deemed necessary for the application will be the responsibility of the City.

The Consultant will assemble the grant application package to include the sections noted below. The Consultant will develop a 25-page narrative per the selection criteria and NOFO instructions. The Consultant will prepare a grant application cover graphic and up to five narrative body graphics (includes a project map graphic and a schedule graphic). The Consultant will assist the City in completion of the Key Information Table (as noted in the NOFO) and will include it in the application package along with any plans related to the City's existing Washington Avenue Bridge as an appendix. The City and HDR will develop the budget statement (as noted in the NOFO) based on existing project budget data, and gather letters of support from project stakeholders.

The application package will contain the following sections:

- 1) Cover
- 2) Key Information Table

- 3) Table of Contents
- 4) Narrative (with the following sections)(estimated 25 pages maximum)
 - a. Project Description (5 page limit)
 - b. Project Budget (2 page limit)
 - c. Merit Criteria Narrative (15 page limit)
 - i. Safety
 - ii. Environmental Sustainability
 - iii. Quality of Life
 - iv. Mobility and Community Connectivity
 - v. Economic Competitiveness and Opportunity
 - vi. State of Good Repair
 - vii. Partnership and Collaboration
 - viii. Innovation
 - d. Project Readiness (2 page limit)
 - i. Planning and Constructability
 - ii. Proposed Schedule
 - iii. Technical Capacity Assessment
- 5) Project Information Form
- 6) Project Location File
- 7) Funding Commitment Documentation
- 8) Letters of Support
- 9) Other Supporting Documents (if needed)

The City of Sedalia will be responsible for registering on grants.gov, obtaining a UEI number, and uploading the final grant application package to the grants.gov website. The City will be responsible for completing the following forms as part of the application package:

- Application for Federal Assistance (SF-424)
- Budget Information for Non-Construction Programs (SF-424A)
- Disclosure of Lobbying Activities (SF-LLL)

Assumptions:

This Scope of Work and cost were prepared referencing the FY 26 Better Utilizing Investments to Leverage Development NOFO.

Deliverables:

- Draft BUILD Planning Grant Application Package
- Final BUILD Planning Grant Application Package

NOTE: All activities under this scope of work will be performed on a time and materials basis, including direct costs (travel, printing, materials, etc.), at a cost not to exceed **\$47,674**. Any activities or costs that are anticipated to exceed that amount require notice by the Consultant too and pre-approval by the City, including an addendum from the City of Sedalia, MO.

Schedule:

- NTP – TBD
- Grant Application Workshop – within 1 week of NTP
- Progress Meeting – weekly
- Draft BUILD Planning Grant Application Package – February 13th, 2026
- Final BUILD Planning Grant Application Package for Submittal – February 24th, 2026

**FY26 BUILD Planning Grant Application
Hour and Fee Estimate - HDR Engineering, Inc.**

		Hours								Total Hrs
		Jim Kost	Taylor McHenry	Kyle Gibson	Jessica Alon	Maggie Nowlin	Jay Aber	Accountant		
		Sr. Project Manager / QM/QC Manager	Project Manager	Clinical / Administrative	Clinical / Administrative	Clinical / Administrative	Senior Engineer			
Billing Rate		324.00	217.00	114.00	142.00	142.00	318.00			142.00
1	Task 1 - Project Management & Administration	1.00	0.00	0.00	0.00	0.00	0.00	5.00		16.00
	Subtotal	1.00	0.00	0.00	0.00	0.00	0.00	5.00		16.00
2	Task 2 - PDR BUILD Grant Application Package Development	16.00	30.00	30.00	50.00	45.00	45.00	0.00		246.00
	Subtotal	16.00	30.00	30.00	50.00	45.00	45.00	0.00		246.00
GRAND TOTAL		11.00	30.00	30.00	50.00	45.00	45.00	5.00		256.00

		Hours	Hourly Rate	Loaded Rate Dollars
Sr. Project Manager / QM/QC Manager		11.00	354.00	3,894.00
Project Manager		30.00	217.00	6,510.00
Clinical / Administrative		170.00	137.00	23,290.00
Senior Engineer		45.00	318.00	14,310.00
Total		256.00		47,874.00

		Estimated Costs
Labor Total		47,874.00
Labor and Overhead		47,874.00
DI Design Expenses (DI Costs)		-
Total		47,874.00

		Subconsultants/Vendors
Total Subconsultants		-
Estimated Direct Costs		-
Total Direct Costs		-

		Fee Estimate
Labor Fee Plus Expenses		47,874.00
Subconsultants/Vendors		-
Total		47,874.00

Standard Hourly Rates Sheet

Role	Loaded Hourly Rate *
Principal / Senior Technical Advisor	\$300.00 - \$365.00
Sr. Project Manager / QA/QC Manager	\$240.00 - \$340.00
Senior Engineer / Project Manager	\$215.00 - \$315.00
Engineer (PE)	\$160.00 - \$210.00
Engineer (EI)	\$115.00 - \$140.00
Environmental Scientist	\$160.00 - \$210.00
Construction Inspector	\$115.00 - \$180.00
Registered Land Surveyor	\$65.00 - \$165.00
CADD Technician I	\$100.00 - \$125.00
CADD Technician II	\$130.00 - \$170.00
Survey Technician	\$90.00 - \$145.00
Public Information Support	\$85.00 - \$130.00
Clerical / Administrative	\$95.00 - \$145.00
Senior Planner	\$200.00 - \$285.00
Landscape Architect	\$115.00 - \$155.00
Reimbursables	Loaded Hourly Rate
Printing & Reproduction	Cost
Travel	Current IRS Rate
Phone	Cost
Mapping	Cost
Subconsultants	Cost

*Hourly rate ranges include allowable overhead, profit and office equipment charges including computer usage.

*Hourly rates subject to annual adjustment at first of each calendar year subject to City approval.

*Hourly rates for staff categories not shown may be used subject to City approval.

EQUIPMENT

No additional equipment is anticipated for this project.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING CITY ORDINANCE 9450 TO ALLOW PARKING ON THE SOUTH SIDE OF WEST SECOND STREET FROM SOUTH OSAGE AVENUE TO SOUTH OHIO AVENUE.

WHEREAS, The City of Sedalia, Missouri, has received a request to Amend Ordinance 9450 to allow parking on the South side of West Second Street from South Osage Avenue to South Ohio Avenue.

WHEREAS, The Traffic Advisory Commission duly met on December 10, 2025, and approved the request with a vote of 6 Yes to 0 No.

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

Section 1. Ordinance No. 9450 is hereby amended to allow parking on the South side of West Second Street from South Osage Avenue to South Ohio Avenue.

Section 2. The City's Street Department is authorized to erect signs denoting the above parking language and to remove any No-Parking traffic signs on West Second Street from South Osage Avenue to South Ohio Avenue and the City Clerk is ordered to place these traffic restrictions in the City's Master Schedule of traffic restrictions.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 20th day of January, 2026.

Presiding Officer of the Council

Approved by the Mayor of said City this 20th day of January, 2026.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers, City Clerk



CITY OF SEDALIA
TRAFFIC ADVISORY COMMISSION
REQUEST/SUGGESTION SUBMISSION FORM

Date: 12-10-2025

Submitters Name: Chris Davies

Submitters Address: 200 S. Osage
Sedalia MO

Submitters E-Mail Address: cdavies@sedalia.com

Submitters Phone: 660 827-3000

Submitters Signature: 

Request/Reason for Need:

Amend Ord. 9450 to allow parking on
the South side of Second Street from
Osage Ave to Ohio Ave

Public Works Dept. Recommendation:

Approval

Public Works Director Signature: 

12-10-25

TRAFFIC ADVISORY COMMISSION RECOMMENDATION

The City of Sedalia Traffic Advisory Commission reviewed this request/reason for need on: 10th day of Dec 2025, by a vote of 6 to 0.

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

Attested to by Commission Chairman: Dwaine D. [Signature] on 1, 14, 26.

City Council Action:

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

**CITY COUNCIL
OF THE CITY OF SEDALIA, MISSOURI**

RESOLUTION NO. _____

**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.**

WHEREAS, Section 67.010 of the Revised Statutes of Missouri requires each political subdivision of the State of Missouri ("State") to prepare an annual budget and establishes the requirements for that budget; and

WHEREAS, the City of Sedalia, Missouri ("City"), is a city of the third classification created pursuant to Chapter 77, RSMo, and is a political subdivision of the State of Missouri; and

WHEREAS, the City Council of the City adopted and approved the City's annual budget for Fiscal Year 2026 in accordance with the requirements of Section 67.010, RSMo, by Ordinance No. 11990 on March 17, 2025, and

WHEREAS, Sections 67.030 and 67.040 authorize and provide a procedure for the City Council to amend the City's annual budget to increase expenditures in any fund; and

WHEREAS, expenses for City's operations for Fiscal Year 2026 have been higher than budgeted, but do not exceed revenues plus the City's unencumbered balance brought forward from previous years; and

WHEREAS, the City Council of the City desire to state the facts and reasons necessitating an amendment to increase certain expenditures in the Fiscal Year 2026 annual budget.

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

Section 1. Expenditures from the City's General Fund must be increased by a total of \$32,529.16 above the amount authorized in the adopted annual budget for Fiscal Year 2026. An amendment to increase said budget is necessary for the following facts and reasons:

- A. Repair fire engine damaged in motor vehicle accident, offset fully by insurance proceeds.

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

PASSED by the City Council of the City of Sedalia, Missouri, on January 20, 2026

Presiding Officer of the Council

ATTEST: _____
Jason S. Myers, City Clerk

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2025-2026
REGARDING FIRE ENGINE REPAIR.**

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

Section 1. The 2025-2026 fiscal year budget beginning April 1, 2025 and ending March 31, 2026 is hereby amended to modify certain budgeted line items as they appear on the attached schedule and made a part hereof as Exhibit A as if fully set out herein.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 20th day of January 2026.

Presiding Officer of the Council

Approved by the Mayor of said City this 20th day of January 2026.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

Exhibit A
City of Sedalia
FY26 Budget Amendment 1/20/2026

Account / Description	Current Budget	Change	Amended Budget	Comments
Revenues / Source of Funds				
10-00-510-01 Mis Income - Insurance	(38,201.00)	<u>(32,529.16)</u>	(70,730.16)	Insurance Claim
Total Revenue Change		<u>(32,529.16)</u>		
Expenditures / Uses of Funds				
10-12-222-02 Vehicle & Equipment Repairs and Parts	38,940.00	32,529.16	71,469.16	Fire Engine Repair due to motor vehicle accident
Total Expenditure Change		<u>32,529.16</u>		
		<u>-</u>		Net Increase (Decrease) in Projected Fund Balance

Sedalia Fire Department
DEPARTMENTAL MEMORANDUM
Office of the Fire Chief

To : City Administrator Matthew Wirt

From : Fire Chief Matthew Irwin

Date : January 12, 2026

Ref : Budget Amendment for repair of Engine 2 damage

On October 10th of 2025, Engine 2 was involved in a motor vehicle accident. There were no injuries and the Sedalia Fire Department was shown to not be at fault. The cost of repair and repaint of the damaged portions of the truck have come to a total of \$32,529.16.

The individual that struck the engine was insured, working through the city's insurance and through the individual, these funds will be reimbursed back to the city but are needed now to start the repair process.

Staff recommends this budget amendment.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FOR A G2 FIRE STATION ALERTING SYSTEM.

WHEREAS, The City of Sedalia, Missouri, has received a quote from US Digital Designs by Honeywell for a G2 Fire Station Alerting System for the Primary Dispatch Center and Fire Station 2; and

WHEREAS, under the attached quote, the City of Sedalia, Missouri, shall pay the sum and amount of One Hundred Sixteen Thousand Eight Hundred Twenty-nine Dollars and Seven Cents (\$116,829.07) to US Digital Designs by Honeywell 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 US Digital Designs by Honeywell 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 20th day of January 2026.

Presiding Officer of the Council

Approved by the Mayor of said City this 20th day of January 2026.

ATTEST:

Andrew L. Dawson, Mayor

Jason S. Myers
City Clerk

Sedalia Fire Department
DEPARTMENTAL MEMORANDUM
Office of the Fire Chief

To : City Administrator Matthew Wirt

From : Fire Chief Matthew Irwin

Date : January 14th, 2026

Ref : Station Alerting system New fire station

With the station alerting system for the new fire station placing 2nd on the council priorities list, I would like to move forward and approve the purchase of the new alert system for the station. With some cost savings measures taken within the current construction, the removal of a fence and removal of landscaping items we are able to fund this alerting system within the current budget and with no additional costs incurred to the project.

Staff recommends approval.

US DIGITAL DESIGNS
by Honeywell

1150 W Grove Pkwy St #110
Tempe, AZ 85283



US DIGITAL DESIGNS
by Honeywell

Author: DWK

Date: 1/8/2026

Expires: 4/8/2026

Proposal: MO_SDLA005 v1

Quotation to:

Sedalia, MO
Sedalia Fire Department

Project:

G2 Fire Station Alerting System

One (1) Dispatch & Two (2) Station Systems

Pricing pursuant to the Master Price Agreement entered into between League of Oregon Cities (LOC) and USDD, and made available to members of the National Purchasing Partners, LLC, dba Public Safety GPO, dba Law Enforcement GPO, and dba NPPgov - Contract #PS20350. More information available at: <https://nppgov.com/contract/honeywell/>

Sedalia Fire Department is a member: M-5794804

Todd Soong
Sr. Territory Manager
(636)-399-5818
(602)-687-1730

Todd.Soong@honeywell.com
stationalerting.com

Installation by:

Mid-America Electric, Inc.
admin@midamericaelectric.com

This proposal is subject to corrections due to errors or omissions

2026 Pricing



Quote Submitted To:
Sedalia, MO
Sedalia Fire Department

US DIGITAL DESIGNS
by Honeywell

PRIMARY DISPATCH SYSTEM

Dispatch center costs typically only need to be assumed once per dispatching agency, no matter how many stations are dispatched (unless redundant centers or further modifications are needed).

DISPATCH SYSTEM INTERFACES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
CADI-U	CAD Interface - Tyler New World (USDD-side Only - Customer responsibility to discuss CAD-side costs (if any) with their vendor)	1	\$ 15,411.38	\$ 13,870.24	\$ 13,870.24

DISPATCH SYSTEM COMPONENTS

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
GARI-2	G2 Gateway Audio Radio Interface (GARI) - Kitted with Rack-Mount Adapter Plate	1	\$ 3,845.89	\$ 3,461.30	\$ 3,461.30
GARI2-008R	Console Motorola Interface Cable	1	\$ 300.00	\$ 270.00	\$ 270.00

DISPATCH SYSTEM SERVICES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
GW-VM	G2 Communications Gateway - VMWare Virtual (Software for Controller with Install Assistance)	1	\$ 10,008.00	\$ 9,007.20	\$ 9,007.20
GW-CM	Gateway Configuration & Modifications	50	\$ 373.75	\$ 336.38	\$ 16,819.00
GW-I-C	Gateway Installation / BY CUSTOMER (with Virtual Assistance by USDD Personnel)	1	\$ 431.25	\$ 388.13	\$ 388.13
GW-PM	Gateway Project Management	1	\$ 3,869.78	\$ 3,482.80	\$ 3,482.80
TRA-DIS-O	Training - System Administrator / Dispatch Supervisor - On-Site (4 Hours)	1	\$ 5,259.19	\$ 4,733.27	\$ 4,733.27
TRA-STA-O	Training - Station-Level Configuration and Equipment Usage - On-Site (4 Hours)	1	\$ 5,259.19	\$ 4,733.27	\$ 4,733.27

PRIMARY DISPATCH SYSTEM

System Total:	\$ 56,765.21
Shipping Total:	\$ 43.00
System Subtotal	\$ 56,808.21

PRIMARY DISPATCH WARRANTY & SUPPORT

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

DISPATCH-LEVEL WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
	[STANDARD] 1st Year Warranty & Support - Included with Initial Purchase				
RS-1YR-STD	Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays; Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;	1.0	\$	2,956.53	\$ 2,660.87 No Charge

INDIVIDUAL DISPATCH SYSTEMS TOTALS

Primary Dispatch System Total:	\$ 56,808.21
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DISPATCH-LEVEL SUBTOTALS

ALL SYSTEMS SUBTOTAL:	56,765.21
ALL SHIPPING SUBTOTAL:	43.00
ALL WARRANTY & SUPPORT:	-
ALL PRIMARY DISPATCH-LEVEL ESTIMATED TAX:	-
ALL PRIMARY DISPATCH-LEVEL GRAND TOTAL:	56,808.21

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.



Quote Submitted To:
Sedalia, MO
Sedalia Fire Department

STATION 02

USDD Design Referenced:
USDD.MO_SDLA.FS02.FSA.2025.12.18

STATION SYSTEM LICENSES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
G2-VA	G2 VoiceAlert - Single Station License	1	\$ 1,504.91	\$ 1,354.42	\$ 1,354.42
G2-APP-DLA	G2 Mobile FSAS App	24	\$ 15.00	\$ 13.50	No Charge

STATION SYSTEM CONTROLLER

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ATX	G2 ATX Station Controller	1	\$ 24,203.40	\$ 21,783.06	\$ 21,783.06
UPS-STD	ATX UPS, Standard	1	\$ 1,048.17	\$ 943.35	\$ 943.35
UPS-WMB	Wall-Mount for UPS (Shelf/Bracket)	1	\$ 79.57	\$ 71.61	\$ 71.61

STATION SYSTEM PERIPHERAL COMPONENTS

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
TV-R	G2 HDTV Remote	1	\$ 1,121.50	\$ 1,009.35	\$ 1,009.35
MR-2	G2 Message Remote 2	2	\$ 1,841.44	\$ 1,657.29	\$ 3,314.58
SPK-LED-FM	G2 Speaker - LED Illuminated, Flush Mount	14	\$ 392.70	\$ 353.43	\$ 4,948.02
SPK-OAS	G2 Speaker - OmniAlertStrobe	2	\$ 1,653.75	\$ 1,488.38	\$ 2,976.76
SPK-STD-FM	Speaker - Standard, Flush Mount	18	\$ 138.92	\$ 125.02	\$ 2,250.36
SPK-W-SM	Speaker - Weatherized, Surface Mount	1	\$ 392.44	\$ 353.19	\$ 353.19
STR-2	G2 Strobe Light / Red LED	1	\$ 694.58	\$ 625.12	\$ 625.12

STATION SYSTEM SERVICES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ST-INST	Station Installation by Mid-America Electric, Inc.	1	\$ 14,417.04	\$ 14,417.04	\$ 14,417.04
ST-SU	Station Configuration & Commissioning	1	\$ 3,025.00	\$ 2,722.50	\$ 2,722.50
ST-PM	Station Project Management	1	\$ 1,650.00	\$ 1,485.00	\$ 1,485.00
ST-ES	Station Engineering & Design Services	1	\$ 825.00	\$ 742.50	\$ 742.50
FREIGHT-CHARGES	Shipping	1	\$ 1,024.00	\$ 1,024.00	\$ 1,024.00

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
RS-1YR-STD	<p>[STANDARD] 1st Year Warranty & Support - Included with Initial Purchase Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays; Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;</p>	1.0	\$	4,403.31	\$ 3,962.98
					No Charge

STATION 02

Equipment Only: \$ 39,629.82

System:	\$ 58,996.86
Shipping:	\$ 1,024.00
Warranty & Support:	\$ -
Estimated Tax:	\$ -
Station Subtotal:	\$ 60,020.86



Quote Submitted To:
Sedalia, MO
Sedalia Fire Department

HEADQUARTERS

STATION SYSTEM LICENSES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
G2-VA	G2 VoiceAlert - Single Station License	1	\$ 1,504.91	\$ 1,354.42	\$ 1,354.42
G2-APP-DLA	G2 Mobile FSAS App	24	\$ 15.00	\$ 13.50	No Charge

STATION SYSTEM CONTROLLER

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ATX	G2 ATX Station Controller	1	\$ 24,203.40	\$ 21,783.06	\$ 21,783.06
UPS-STD	ATX UPS, Standard	1	\$ 1,048.17	\$ 943.35	\$ 943.35
UPS-WMB	Wall-Mount for UPS (Shelf/Bracket)	1	\$ 79.57	\$ 71.61	\$ 71.61

STATION SYSTEM SERVICES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ST-INST	Station Installation by Mid-America Electric, Inc.	1	\$ 1,700.16	\$ 1,700.16	\$ 1,700.16
ST-SU	Station Configuration & Commissioning	1	\$ 3,025.00	\$ 2,722.50	\$ 2,722.50
ST-PM	Station Project Management	1	\$ 1,650.00	\$ 1,485.00	\$ 1,485.00
ST-ES	Station Engineering & Design Services	1	\$ 825.00	\$ 742.50	\$ 742.50
FREIGHT-CHARGES	Shipping	1	\$ 339.00	\$ 339.00	\$ 339.00

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
RS-1YR-STD	[STANDARD] 1st Year Warranty & Support - Included with Initial Purchase Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays; Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;	1.0	\$ 2,683.60	\$ 2,415.24	No Charge

HEADQUARTERS

Equipment Only:	\$	24,152.44
System:	\$	30,802.60
Shipping:	\$	339.00
Warranty & Support:	\$	-
Estimated Tax:	\$	-
Station Subtotal:	\$	31,141.60

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

Warranty & Support Notes:

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

For FSASaaS Program: The cost of service and support beyond initial warranty period is included in the FSASaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSASaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

Station System Installation Notes:

- 01 - Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
- 02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
- 03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
- 04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
- 05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
- 06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
- 07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
- 08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
- 09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
- 10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
- 11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
- 12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
- 13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
- 14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
- 15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect.

US DIGITAL DESIGNS
by Honeywell



Date: 1/8/2026
Expires: 4/8/2026
Proposal: MO_SDLA005 v1

Quote Submitted To:
Sedalia, MO
Sedalia Fire Department

US DIGITAL DESIGNS
by Honeywell

Section Totals

Unless Otherwise Noted, All Prices are \$USD

PRIMARY DISPATCH SYSTEM :	\$	56,808.21
PRIMARY DISPATCH WARRANTY & SUPPORT :	\$	-
PRIMARY DISPATCH SYSTEM ESTIMATED TAX:	\$	-
Notes: One (1) Dispatch Center System currently included in this proposal.		
Dispatch-Level Subtotal:		
	\$	56,808.21

STATION 02 SYSTEM:	\$	60,020.86
STATION 02 WARRANTY & SUPPORT:	\$	-
STATION 02 ESTIMATED TAX:	\$	-
HEADQUARTERS SYSTEM:	\$	31,141.60
HEADQUARTERS WARRANTY & SUPPORT:	\$	-
HEADQUARTERS ESTIMATED TAX:	\$	-
Notes: Two (2) Station Systems currently included in this proposal with installation not included.		
Station-Level Subtotal:		
	\$	91,162.46

US Digital Designs System Total:	\$	147,970.67
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(TBD By Customer) Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

This quote does not include or assume any amounts for sales or use tax. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

TERMS AND CONDITIONS OF HONEYWELL PRODUCT SALES

These terms and conditions of sale ("Terms and Conditions") are adopted effective January 1, 2023 (the "Terms and Conditions Effective Date"), and supersede all prior versions covering the sale of products and related services (collectively, "Products", as defined more specifically below) by Honeywell International Inc., through its US Digital Designs group ("Honeywell"). References to "Customer", "you", or "your" all pertain to the purchaser of Products. These Terms and Conditions, together with any separate agreement you may have with Honeywell that specifically references these Terms and Conditions (collectively, the "Agreement") set forth the entire agreement between the parties relating to your purchase of Honeywell Products. The Agreement may only be modified by an authorized representative of each party in a signed writing.

1. **ORDERS.** Orders (including any revised and follow-on orders) (each, an "Order") for Honeywell Products are non-cancelable, except as expressly set forth herein, and will be governed by the terms of the Agreement. All Orders are subject to acceptance by Honeywell and shall include the following information: purchase order number; customer's legal name and billing address; Customer's shipping address; and a list of the Products and quantities for each different type of Product Customer wishes to order. Honeywell's acknowledgment of its receipt of an Order shall not constitute acceptance of such Order.
 - 1.1 **No Returns.** Because of the nature of System and its Products, Honeywell cannot accept returns of Product for refund, credit, exchange or any other purpose. Notwithstanding, defective Products may be returned as provided for under Section 9.4 – Return Material Authorization Process. Customer must thoroughly assess its requirements and specifications prior to ordering.
2. **REMITTANCES.** All invoices shall be due and payable upon receipt in United States currency, free of exchange or any other charges, or as otherwise agreed in writing by Honeywell.
3. **QUOTE PRICING.** This proposal expires 90 days after its date. Prices are subject to correction for error. Prices, terms, conditions, and Product or Service specifications are subject to change without notice. Pricing is subject to immediate change upon announcement of Product discontinuance.
4. **PAYMENT**
 - 4.1 **Invoicing & Payment.** Honeywell reserves the right to invoice Customer monthly for all materials delivered. Invoices are due thirty (30) days from the date of the invoice, unless prepayment is required in the quote. If the Customer becomes overdue in any progress payment, Honeywell shall be entitled to suspend further shipments, shall be entitled to interest at the annual rate of 18%, or the maximum amount allowed by law, and shall also be entitled to avail itself of any other legal or equitable remedies. Customer agrees that it will pay and/or reimburse Honeywell for any and all reasonable attorneys' fees and costs which are incurred by Honeywell in the collection of amounts due and payable hereunder.
 - 4.2 **Payment Disputes.** Any disputes must be provided to Honeywell as soon as possible and must be accompanied by detailed supporting information. Disputes as to invoices are deemed waived fifteen (15) days following the invoice date. In the event that any portion of an invoice is undisputed, such undisputed amount must be paid by no later than the invoice due date.
 - 4.3 **No Set Off.** Neither Customer nor any related entities (or representatives or agents thereof) shall attempt to set off or recoup any invoiced amounts or any portion thereof against other amounts that are due or may become due from Honeywell, its parent, affiliates, subsidiaries or other legal entities, business divisions, or units.
 - 4.4 **Credit Card Payments.** All Honeywell quotes are developed for the Customer with the understanding that any purchase of the Products listed thereon will be facilitated using Honeywell's standard Purchase Order and Invoice process. If Customer would rather seek to use a Credit Card for purchase, then said order would be subject to a 4% credit card surcharge.
5. **SURCHARGES.**
 - 5.1 For avoidance of doubt, Orders placed prior to the Terms and Conditions Effective Date which have not been delivered, including those on backlog or which requested delivery more than twelve (12) months from the date of Order, are subject to Surcharges.
 - 5.2 Honeywell will invoice Customer, and Buyer agrees to pay for any Surcharges pursuant to the standard payment terms in these Terms and Conditions. If a dispute arises with respect to Surcharges and that dispute remains open for more than fifteen (15) days, Honeywell may, in its sole discretion, withhold performance or future shipments, or combine any other rights and remedies under this Agreement or permitted by law, until the dispute is resolved. The terms of this Section shall prevail in the event of inconsistency with any other terms in these Terms and Conditions. Any Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in these Terms and Conditions.
6. **CANCELLATION AND SUSPENSION.** Any Order resulting from this proposal is subject to cancellation or instructions to suspend work by the Customer only upon agreement to pay Honeywell for all work in progress, all inventoried or ordered project parts and materials, and all other costs incurred by Honeywell related to the Order.
7. **TAXES.** Honeywell's pricing excludes all taxes (including but not limited to sales, use, excise, value-added, and other similar taxes), tariffs and duties (including, but not limited to, amounts imposed upon the Product(s) or bill of material thereof under any Trade Act, including, but not limited to, the Trade Expansion Act, section 232 and the Trade Act of 1974, section 301) and charges (collectively "Taxes"). All Taxes of any kind levied by any federal, state, municipal or other governmental authority, which tax Honeywell is required to collect or pay with respect to the production, sale, or delivery of products sold to Customer, shall be the responsibility of and be invoiced to Customer, unless, at the time of Order placement, Customer furnishes Honeywell with a valid exemption certificate or other documentation sufficient to verify exemption from Taxes, including, but not limited to, a direct pay permit. Customer agrees to pay all such Taxes and further agrees to reimburse Honeywell for any such payments made by Honeywell.
8. **SHIPPING/DELIVERY/RISK OF LOSS.**

8.1. Delivery Liability Delivery and shipment dates for Products are estimates only. Deliveries may be made in partial shipments. Honeywell and its affiliated entities are not liable, either directly or indirectly, for delays of carriers or delays in connection with any Force Majeure Event (as defined in Section 17 below), and the estimated delivery date shall be extended accordingly.

1.1. Inspection upon Receipt. The Customer must inspect all shipments upon receipt. Any claims for damage, loss, or shortages must be submitted within 10 calendar days of receipt. Honeywell will not be responsible for claims made after this 10-day period.

8.2. Future Delivery and Repricing Honeywell will schedule delivery in accordance with its standard lead times unless the Order states a later delivery date or the parties otherwise agree in writing. Honeywell will accept Orders with a future ship date of up to eighteen (18) months from the date of the entry of the Order. Customer agrees that in the event an Order is scheduled to be delivered more than six (6) months from the date of the entry of the Order, Honeywell may, in its sole determination and at each six (6) month anniversary of the date of the entry of the Order, adjust the pricing of the Order to conform to the then-current prices of the Honeywell Products included in the Order. Honeywell will include any repricing in its final invoice related to the Order.

8.3. Storage Fees If delivery takes place more than six (6) months from the date of the entry of the Order, Customer agrees to pay Honeywell a storage fee (the "Storage Fee"), as set forth in the quote, for each month after six (6) months from the date of the entry of the Order. Customer has not taken delivery of the Products in the Order. Honeywell will separately invoice any storage fees owed under this Section at the end of each month for which the storage fees are owed.

8.4. Title & Risk of Loss. Unless otherwise specifically detailed in this quote, delivery terms for Products (excluding software and services) are (i) EX Works (EXW Incoterms 2020) Honeywell's point of shipment ("Honeywell Dock") for all shipments (except that Honeywell is responsible for obtaining any export license), and (ii) F.O.B. Honeywell Dock for all domestic shipments. For shipments from a Honeywell Dock to a Buyer location within the same country, the import/export provisions of the INCOTERMS do not apply. Honeywell shall be responsible for obtaining insurance on each shipment to Customer for the full value of the shipment. Shipment shall be to a single point of delivery.

9. LIMITED WARRANTY. CUSTOMER'S EXCLUSIVE REMEDIES AND HONEYWELL'S SOLE LIABILITY AS TO ANY WARRANTY CLAIM ON ANY PRODUCT SOLD IN CONNECTION WITH THIS QUOTE IS AS SET FORTH IN THIS SECTION. SUCH REMEDIES ARE IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF HONEYWELL, INCLUDING WITHOUT LIMITATION ANY LIABILITY OR OBLIGATION FOR DAMAGE, LOSS, OR INJURY (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL) ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE PRODUCTS. CREDIT, REPAIR OR REPLACEMENT (AT HONEYWELL'S OPTION) IS THE SOLE REMEDY PROVIDED HEREUNDER. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY A HONEYWELL AUTHORIZED REPRESENTATIVE.

9.1 Product Warranty Terms

9.1.1. If Customer is purchasing a new System, i.e., the initial System for Customer, or for a new Dispatch System or Station System, subject to the terms, conditions and limitations contained herein, and unless Honeywell has otherwise provided an alternative written warranty (in which case the terms of such warranty will control), Honeywell warrants and guarantees its products will be free from defects in workmanship and materials (collectively, "Defects") for 12 months from Customer's "Commissioning Date" ("Warranty Period"). This limited warranty does not cover defects caused by normal wear and tear or maintenance. For purposes of subparagraph, "Commissioning Date" shall mean means the date on which an authorized Honeywell technician has inspected and approved installations, confirmed that all connections and start-up configurations are properly working, and confirming the System can send and receive alerts through the configured communication pathways.

9.1.2. If Customer is purchasing Products or services to add to or as replacement Products for an existing System, subject to the terms, conditions and limitations contained herein, and unless Honeywell has otherwise provided an alternative written warranty (in which case the terms of such warranty will control), Honeywell warrants and guarantees its products for 12 months from the day of shipment to Customer ("Warranty Period"). This limited warranty does not cover defects caused by normal wear and tear or maintenance.

9.2. Product Defects: If a Defect with a Product arises and a valid claim is made within the Warranty Period, Customer shall initiate the RMA process as described below. Upon approval, Honeywell at its option, will either (1) repair the Product defect at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the Product with a Product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original Product. Any replacement Product or part, including a user-installable part that has been installed in accordance with instructions provided by Honeywell, shall remain under warranty during the Warranty Period or for ninety (90) days from the date of repair, whichever is longer. When a Product or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of Honeywell. Parts provided by Honeywell in fulfillment of its warranty obligation must be used in the same Honeywell Fire Station Alerting System for which the warranty claim is made.

9.3. Procedure for Warranty Claims.

9.3.1. Prior to making a Warranty claim, Customer is encouraged to review Honeywell's online help resources. Thereafter, to make a valid claim hereunder, Customer must contact Honeywell technical support and describe the problem or defect with specificity. The first such contact must occur during the Warranty Period. Honeywell's technical support contact information can be found on Honeywell's web site at <https://buildings.honeywell.com/us/en/brands/our-brands/usdd>. Customer must use its best efforts to assist in diagnosing defects, follow Honeywell's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve Honeywell of any further obligation hereunder.

9.3.2. If a defect with the Hardware arises and Customer makes a valid Support Service Request within the Warranty Period, Customer shall initiate the RMA process as described below. Upon approval, Honeywell will cause shipment of a replacement Hardware component to Customer prior to the defective Hardware component being returned to Honeywell for repair. The replacement Hardware will be new or equivalent to new in performance and reliability and at least functionally equivalent to the original Hardware. When Hardware is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of Honeywell. Replaced Hardware provided by Honeywell in fulfillment of the Support Services must be used in the System to which this Agreement applies.

9.4. Return Material Authorization Process. If a Customer makes a claim for an advanced replacement of a Hardware component during the Warranty Period, Customer must initiate an RMA request. As part of this RMA process, the Customer shall provide Honeywell with the Hardware, model, serial number, and a description of the Hardware's failure to initiate the RMA process. Upon Honeywell's issuance of the RMA, Honeywell will send the replacement Hardware, shipped postage paid, ground shipping, to the address provided by Customer. RMA requests approved between 12:00 a.m. and 2:00 p.m. Mountain Standard Time are shipped on the same business day. After 2:00 p.m. Mountain Standard Time, the replacement Hardware will be shipped on the next business day. All RMA requests are processed on the business day on which the request was received, excluding holidays. Included with the shipped package will be return shipment instructions and a pre-paid return shipping label for the Hardware that the Customer is returning. The original Hardware must be returned in the shipping box provided by Honeywell. No goods will be accepted for exchange or return without a pre-approved RMA number, nor will goods which have not been properly packaged in Honeywell's shipping box, as proper packaging ensures that goods are not damaged during the shipping process. The original Hardware must be shipped back within 10 days of receiving the replacement Hardware. Failure to return the original Hardware or failure to return the original Hardware in an appropriate manner will cause Customer to incur a replacement charge equal to full market value of the replacement Hardware.

9.5. No Fault Found. Customer understands that this fee is intended to discourage return of Products prior to proper troubleshooting or return because the product is "old." Product returns will not be allowed if, upon examination of the returned Product, it is determined that the Product was subjected to accident, misuse, neglect, alteration, improper installation, unauthorized repair, improper testing, or poor packaging upon return. In such event, Honeywell shall invoice Customer for the full market value of the replacement Product.

9.6. WARRANTY EXCLUSIONS & DISCLAIMERS.

9.6.1. Honeywell does not warrant that the operation of its Products or any related peripherals will be uninterrupted or error-free, Honeywell further does not warrant nor support any system configuration that deviates from this specific quote's documented station system design file number.

9.6.2. Honeywell does not warrant or support any system not installed by G2 Trained & Certified Installation technician (installer). If Customer intends to tie this system into any 3rd-party system or devices, Honeywell will be unable to warrant or support the Products unless Honeywell has had a chance to review documented engineering assumptions and approve system integrity, performance, and reliability expectations.

9.6.3. Honeywell is not responsible for damage arising from Customer's failure to follow instructions relating to the use of the Products. This Warranty does not apply to any Products, including the hardware or software, not used for its intended purpose.

9.6.4. Honeywell cannot warrant nor support any system not using Honeywell-approved Uninterruptable Power Supply Battery Backup. This Warranty does not apply to monitors or televisions manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. Recovery and reinstallation of hardware and user data (including passwords) are not covered under this Warranty.

9.6.5. This Warranty does not apply: (a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on parts; (c) to damage caused by use with non-Honeywell products; (d) to damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) to damage caused by operating the Product outside the permitted or intended uses described by Honeywell; (f) to damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of Honeywell or a Honeywell authorized installer or service provider; (g) to a Product or part that has been modified to alter functionality or capability without the written permission of Honeywell; (h) to Software (as defined below); (i) to any other damage caused by an event or action outside of Honeywell's control, including, without limitation, Customer's failure to apply required or recommended updates or patches to any Software or Product; or (h) if any serial number has been removed or defaced.

10. LIMITATIONS OF LIABILITY. TO THE EXTENT PERMITTED BY LAW, THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS AND ANY OTHER REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED AS PERMITTED BY APPLICABLE LAW. HONEYWELL SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. If Honeywell cannot lawfully disclaim statutory or implied warranties, then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express Warranty and to repair or replacement service as determined by Honeywell in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS, AND TO THE EXTENT PERMITTED BY LAW, HONEYWELL IS NOT RESPONSIBLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; AND LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. HONEYWELL IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED, INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH HONEYWELL PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT.

ALL PRODUCT CLAIMS ARE LIMITED TO THOSE EXCLUSIVE REMEDIES SET FORTH IN THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS. HONEYWELL'S AGGREGATE LIABILITY IN CONNECTION WITH THEREWITH SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS PAID BY CUSTOMER TO HONEYWELL FOR THE PRODUCTS GIVING RISE TO THE CLAIM. Honeywell disclaims any representation that it will be able to repair any Hardware under this Warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

11. **SERVICE AGREEMENT** The Product being purchased hereunder is not subject to any post-Warranty service agreement or maintenance program unless specifically contracted for between Honeywell and Customer. Honeywell offers a comprehensive post-Warranty Service Agreement at additional cost. Customer should contact Honeywell regarding its Service Agreement and costs associated therewith.
12. **SOFTWARE PRODUCTS** All software Products delivered by Honeywell to Customer or for which Honeywell provides access, including, without limitation, Honeywell's mobile application software and Products with embedded software or firmware (collectively, "Software") are not sold and are licensed. At all times that Customer is in compliance with the terms of these Terms and Conditions and any other agreement between the parties, Customer shall have a non-exclusive, non-transferable, fully paid license to use the Software, but only in conjunction with the Products provided by Honeywell and Customer's fire station alerting system (the "License"). The terms of such Software License may be set forth in a separate software license agreement or end user license agreement provided by Honeywell with such Software. In no event shall Customer have any right to (or authorize or allow any third party to) distribute, sell, lend, rent, transfer, or convey the Software; grant any sublicense, lease, or other rights in the Software; decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct, identify, or discover any source code, underlying user interface architecture or techniques, or algorithms of the Software by any means; or take any action that would cause the Software or any portion of it to be placed in the public domain. In the event of a conflict between the terms of any Software license terms provided upon download or purchase a purchase and these Terms and Conditions, the relevant Software license terms shall control solely with respect to such Software.
13. **INTELLECTUAL PROPERTY:** Customer hereby agrees and acknowledges that Honeywell owns all rights, title, and interest in and to the Intellectual Property (as defined below). Customer agrees to not remove, obscure, or alter Honeywell's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through Honeywell's Product (as defined below). Nothing herein shall be deemed to give, transfer, or convey to Customer any rights in the Intellectual Property other than the License, as set forth above. For purposes of this Section, "Intellectual Property" means any and all rights of Honeywell related to Honeywell's Products existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all derivative works, work product, applications, renewals, extensions and restorations thereof, now or hereafter in force and effective worldwide.
14. **FIRST ARRIVING MOBILE APP.** If Customer wishes to use its First Arriving Mobile App ("First Arriving") with the System being acquired from Honeywell, Customer agrees to the following:
 - 14.1 Customer acknowledges that it bears full responsibility for complying with applicable law and regulations, including all privacy requirements, and for providing any required notices and obtaining all required consents in order for Honeywell to transmit alert to First Arriving. Customer also acknowledges that Honeywell bears no responsibility for any service failure by First Arriving, nor is Honeywell responsible for supporting First Arriving's services or platform. Honeywell is offering to transmit alerts that are transmitted through its Honeywell service to First Arriving merely as a courtesy to Customer.
 - 14.2 IN NO EVENT SHALL HONEYWELL BE LIABLE TO CUSTOMER FOR ANY CLAIMS, WHETHER ARISING FROM ANY INDEMNIFICATION OBLIGATION HONEYWELL MAY HAVE OR THAT ARISE FROM A BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OPERATION OF LAW, OR OTHERWISE, AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE LIABILITY OR THE LIABILITY IS OTHERWISE FORESEEABLE, FOR ANY LOST PROFITS OR REVENUE, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING ALL DAMAGES DUE TO BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF DATA, OR LOST USE OF ANY PROPERTY OR CAPITAL) THAT RELATE TO OR ARISE OUT OF HONEYWELL'S TRANSMISSION OF ALERTS TO FIRST ARRIVING. FURTHER HONEYWELL'S AGGREGATE LIABILITY IN CONNECTION WITH ITS TRANSMISSION OF ALERTS TO FIRST ARRIVING WILL BE LIMITED TO THE GREATER OF THE AMOUNT PAID BY CUSTOMER TO HONEYWELL IN ORDER FOR HONEYWELL TO TRANSMIT ALERTS TO FIRST ARRIVING OR \$100.
15. **REMOTE ACCESS TO THE SYSTEM.**
 - 15.1 **Remote Access** Honeywell requires remote network access to the Customer's Products through Secure Shell (SSH) to perform implementation and support tasks under this Agreement. To enable remote network access, the Customer will provide Honeywell support personnel VPN or similar remote network access to the Products for Honeywell support personnel ("Customer Support") to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. Remote network access is also used to install core software upgrades and customized software. Honeywell will only access Customer's Products with the knowledge and consent of Customer. Honeywell will not access any other systems or data.
 - 15.2 **Alternative to Network Access.** If the Customer elects not to provide remote network access to the Products, then Honeywell may not be able to perform some support functions. Customers that elect not to routinely provide network access may temporarily reinstate this access to allow Honeywell to perform the above services. The following services will not be performed without this access: Product software upgrades; Product software customization; Network troubleshooting assistance including packet capture and network monitoring on Honeywell devices; Detailed log analysis; Bulk updates to certain Product database tables; Troubleshooting that requires low-level system access or large file transfer.
 - 15.3 **Timely Access.** Customers must ensure that remote access is available prior to notifying Honeywell of a support request. In the event that the Customer is unable to provide remote access, Honeywell will not be required to provide support outside those tasks that do not require remote access, and any corresponding resolution response times will not apply.
 - 15.4 **Physical Security Tokens.** Honeywell has multiple software engineers that provide after-hours support and these engineers do not typically take security tokens from the Honeywell office. If the customer requires the use of physical security tokens, this may delay after hours service.
16. **GOVERNING LAW.** This proposal and any contract or agreement resulting therefrom will be governed by and construed according to the laws of the State of Arizona without regard to its conflicts of law principles.

17. **DISPUTE RESOLUTION/ARBITRATION.** Before either Honeywell or Customer initiate any dispute resolution process related to the Agreement, they must schedule an executive resolution conference to be held within thirty (30) days of receipt of the other party's written request. The conference must be attended by at least one executive from each party. At the conference, each party will present its view of the dispute in detail and the executives will enter into good faith negotiations in an attempt to resolve the dispute. If the dispute is not resolved within fifteen (15) days of the end of the conference or if one party refuses to attend the executive resolution conference, then Honeywell and Customer further agree that any remaining dispute between them arising out of or relating to this Agreement will be settled by litigation with jurisdiction being Maricopa County, Arizona.
18. **FORCE MAJEURE.** Except for Customer's duty to pay sums due hereunder, neither party will be liable to the other for any failure to meet its obligations due to any Force Majeure Event. As used herein, a "Force Majeure Event" is one that is beyond the reasonable control of the non-performing party and may include, but is not limited to: (a) delays or refusals to grant an export license or the suspension or revocation thereof, (b) embargoes, blockages, seizure or freeze of assets, or any other acts of any government that would limit a party's ability to perform the Contract, (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) quarantines, pandemics, or regional medical crises, (e) labor strikes, lockouts, or pandemic worker shortages, (f) riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property), and (g) shortages or inability to obtain materials or components. The party unable to fulfill its obligations due to Force Majeure will promptly (i) Notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure, and (ii) Use all reasonable efforts to avoid or remove the cause and perform its obligations.
- If a Force Majeure Event results in a delay, then the date of performance will be extended by the period of time that the non-performing party is actually delayed or for any other period as the parties may agree in writing. In the event that a Force Majeure Event is ongoing for a period of time which is sixty (60) days or longer, Honeywell may provide notice to Customer that it is cancelling its Order.
19. **ACCEPTANCE OF TERMS.** This proposal shall become a binding contract between the Customer and Honeywell when accepted in writing by the Customer. Without limiting the foregoing, issuance by Customer of a purchase order to Honeywell for any of the goods or services herein described shall constitute acceptance.
20. **SEVERABILITY.** In the event any provision or portion of a provision herein is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions shall not be affected and, in lieu of such provision, a provision as similar in terms as may be legal, valid, and enforceable shall be added hereto.
21. **WAIVER.** The failure of either party to insist upon strict performance of any provision of these Terms and Conditions, or to exercise any right provided for herein, shall not be deemed to be a waiver for the future of such provision or right, and no waiver of any provision or right shall affect the right of the waiving party to enforce any provision or right herein.
22. **NO JOINT VENTURE.** The parties acknowledge that they are independent entities and nothing contained in these Terms and Conditions shall be construed to constitute either party hereto as the partner, joint venturer, employee, agent, servant, franchisee, or other representative of the other party hereto, and neither party has the right to bind or obligate the other, except as otherwise provided herein. Furthermore, nothing contained in these Terms and Conditions shall be construed to constitute Customer as an exclusive purchaser of the Products in any respect.

THIS QUOTE SUBJECT TO REVIEW FOR ERRORS AND OMISSIONS.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A PAUL BRUHN GRANT SUB-RECIPIENT GRANT AGREEMENT FOR WINDOW REPLACEMENT, MASONRY WORK AND STOREFRONT REPAIRS AT 606 SOUTH OHIO.

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

WHEREAS, under the agreement, the structural repairs as recommended by a structural engineer would include but not limited to remove, repair and /or replace windows, masonry work and storefront repairs of the business owned by KSJ Construction, LLC at 606 South Ohio. The total cost of the project is Seventy-eight Thousand Fifty Dollars (\$78,050.00) with the Grant providing Sixty Thousand Ninety-nine Dollars (\$60,099.00). Per the Grant agreement, the owner is required to cover 23% of the cost or Seventeen Thousand Nine Hundred Fifty-one Dollars (\$17,951.00) with no City funds used in the execution of these Grants as more fully described in the proposed grant agreement attached to this ordinance and incorporated by reference herein.

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

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

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

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

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

Read two times by title, copies of the proposed Ordinance having been made available for public inspection prior to the time the Bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 20th day of January 2026.

Presiding Officer of the Council

Approved by the Mayor of said City this 20th day of January 2026.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers, City Clerk

Memorandum

To: Mayor Andrew Dawson & City Council

From: John Simmons, Community Development Director

Date: 1/14/2026

Re: 606 South Ohio Paul Bruhn Grant – Sub-recipient contract

Attached is the grant awardee contract to be executed by the city and grantee for the Paul Bruhn Grant for 606 South Ohio Avenue.

This sub-recipient grant agreement is required by the National Park Service in execution of the Paul Bruhn Grant. Council approved this agreement template at the March 18, 2024 council meeting.

This award is for tuckpointing, foundation repair and replacement of the storefront at 606 South Ohio owned by KSJ Construction, LLC. The total project cost is \$78,050.00 with the grant providing \$60,099.00 and the owner covering the remaining \$17,951.00. No city funds are used in the execution of these grants other than staff time to administer the grant.

The Sedalia Historic Preservation Commission reviewed the applicants and recommended this project as one of the top priorities in providing funding. At that time, they recommended that each recipient provide at least 23% of the funds so that more projects could be funded.

Once the contract is signed by the recipient it will be forwarded as a package of documentation to the National Park Service for their final technical review. The National Park Service has advised us that this review can take up to 90 days to complete by their staff due to the volume of work product they have nationally.

SUBAWARD GRANT AGREEMENT

By and Between the

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

**KSJ Construction, LLC
Subrecipient**

Federal Awarding Agency: United States Department of the Interior

Program Name: Paul Bruhn Historic Revitalization Grant

Project Title: 606 South Ohio Avenue

Federal Award ID: P22AP01483

Subrecipient's Entity ID: H23NUF6QC9B7

Federal Award Date: 9/2/22

Project and Budget Period: 10/1/22 through 9/30/25

Total Grant Award: \$750,000.00

Subaward Start/End Date: Start - June 1, 2024 End – August 30, 2026

Subrecipient Award Amount: \$60,099.00

Indirect Cost Rate: none

Research and Development: None

GRANT AGREEMENT
Between City of Sedalia and
[PROPERTY OWNER]

Project Title: 606 South Ohio Avenue
Rehabilitation Project Grant Program: Paul Bruhn Historic Revitalization Grants Program
Amount of Federal Funds Obligated: \$ 60,099.00
Amount of Non-Federal Funding: \$ 17,951.00
Project Total: \$ 78,050.00
Period of Performance: March 1, 2026 through August 30, 2026,

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

ARTICLE 1 - AUTHORITY

Upon signature of both parties below, the City of Sedalia obligates with this Grant Agreement the sum of \$ 60,099.00 appropriated in federal fiscal year 2022 grant-in-aid funds pursuant to: the National Historic Preservation Act, as amended (54 USC 302301, 302901, and 303101; CFDA 15.904) and the Paul Bruhn Historic Revitalization Grant Program. Recipient warrants that it has the legal authority to accept the federal grant and to finance and complete the scope of work for the funded project within the period of performance.

ARTICLE II - SCOPE OF WORK

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

- A. Recipient will contract with one or more companies to Replace all second level windows with historically accurate replacements. The project will also include masonry work where necessary (tuckpointing and replacement of failed brick and structure stabilization). The project will also repair/replace the existing first floor storefront with like materials and historically accurate dimensions duplicating the existing deteriorating wood and iron storefront.
- B. Recipient agrees to perform project work in accordance with the Secretary of the Interior's Standards for Rehabilitation as defined by the National Historic Preservation Act.

ARTICLE III - SCHEDULE

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

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

ARTICLE IV - BUDGET

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

The project budget breaks down as follows:

Work Category	Grant	Match	Total
Project Planning and Oversight	3,273.00	977.00	4,250.00
General Conditions			
Sitework			
Concrete			
Masonry	\$22,484.00	\$6,716.00	\$29,200.00
Metals			
Wood and Plastics			
Thermal and Moisture Protection			
Doors and Windows (Storefront and second floor)	\$34,342.00	\$10,258.00	\$44,600.00
Finishes			
Special Construction			
Conveying Systems			
Mechanical			
Electrical			
Totals	\$60,099.00	\$17,951.00	\$78,050.00

Recipient agrees to contribute \$ 17,951.00 in eligible non-Federal matching contributions that are allowable, properly documented and used during the grant period.

Sources of Matching Share

Donor	Source	Amount
KSJ Construction, LLC	KSJ Construction, LLC	\$17,951.00

ARTICLE V - KEY OFFICIALS

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

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

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

Recipient:
KSJ Construction, LLC
Shawn Giesbrecht
6703 Highway JJ
Florence, MO 65329
660-287-0016
ksjconstructionllc@gmail.com

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

ARTICLE VI - AWARD & PAYMENT

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

ARTICLE VII – REPORTS, OUTPUTS & OUTCOMES

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

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

ARTICLE VIII - MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION

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

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

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

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

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

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

ARTICLE IX – HISTORIC PRESERVATION FUND SPECIAL CONDITIONS

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

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

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

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

- d. Cost for production of the project sign.
- C. Project Sign: The Recipient shall erect a project sign at the development site meeting the size, material, sign placement and content specifications provided by the City of Sedalia. Photographs of the project sign in place must be submitted as part of the initial progress report. The project sign shall remain in place through project completion.
- D. Publicity & Press Releases: Press releases about this project must acknowledge the grant assistance provided by the Historic Preservation Fund and the National Park Service, and copies of the press releases must be provided to the Program Administrator prior to issuance. All publicity and press releases related to activities funded with this award should include the following statement:

“This project is supported by a grant from the Paul Bruhn Historic Revitalization Grants Program administered at the federal level by the Department of the Interior and the Historic Preservation Fund as administered by the National Park Service and by the City of Sedalia.”

- E. Consultants & Contractors: Consultant(s)/contractor(s) must have the requisite experience and training in historic preservation or relevant field to oversee the project work. All consultants and contractors must be competitively selected, and their qualifications forwarded to the Program Administrator for review of compliance with the Secretary of the Interior’s Professional Qualification Standards. Consultants and contractors must agree to comply fully with all applicable laws and regulations in the conduct of activities specified in this agreement. See Article X, Section B. 7. for additional information.
- F. Covenant Requirement: Recipient agrees to assume, after the completion of the project, the total cost of continued maintenance, repair, and administration of the grant-assisted property in a manner satisfactory to the Secretary of the Interior. As applicable, these obligations include reasonable measures for the protection of the property, including from vandalism or destruction, which may include, as appropriate, monitoring and coordination with local authorities regarding a response to imminent threats.

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

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

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

area.; and

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

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

ARTICLE X - GENERAL & SPECIAL PROVISIONS

A. General Provisions

1. The Recipient shall comply with all regulations and requirements incorporated into the Notice of Award, attached hereto as Exhibit A. The Recipient shall comply with all requests for documentation or information from the City of Sedalia in connection with the City's obligations to comply with the requirements of the Notice of Award and any other federal regulations or requirements.
2. The Recipient shall comply with the Department of Interior Standard Terms and Conditions and all work completed shall comply with the Secretary of Interior's Standards and Guidelines for Archaeology and Historic Preservation and as determined eligible in the National Historic Preservation Act (NHPA), 54 U.S.C 300.101 et. seq. and in the Historic Preservation Fund Manual. Recipient shall also comply with the Historic Preservation Grant Fund Manual, attached hereto as Exhibit B.
3. OMB Circulars and Other Regulations. The following Federal regulations are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>):
 - a. Administrative Requirements: 2 CFR, Part 200 – Uniform Administrative Requirements, Cost

Principles, and Audit Requirements for Federal Awards;

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

Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party.

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

its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government or the City of Sedalia.

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

B. Special Provisions

1. Public Information and Endorsements

- a. Recipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies the City of Sedalia, governmental, departmental, bureau, or government employee endorsement of a business, product, service, or position which the Recipient represents. No release of information relating to this award may state or imply that the Government or City of Sedalia approves of the Recipient's work products or considers the Recipient's work product to be superior to other products or services.
2. Recipient must obtain prior approval of Program Administrator for any public information releases concerning this award which refer to the U.S. Department of the Interior or the National Park Service or any bureau or employee (by name or title).
3. The Recipient hereby grants to the City of Sedalia a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction, or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees, or any individual or concern specifically employed or assigned to originate and prepare such material.
4. Retention and Access Requirements for Records. All Recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 CFR Part 200.333–200.337, generally for three years following receipt of the final grant payment.
5. Audit Requirements
 - a. Recipients that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501–7507) and 2 CFR Part 200, Subpart F.
 - b. Recipients that expend less than \$750,000 during a fiscal year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, General Accounting Office (GAO) and the City of Sedalia.
 - c. The Recipient hereby agrees to provide the City of Sedalia with all documentation requested by the City of Sedalia to comply with audit requirements as imposed by the federal government in connection with this Grant Agreement. The Recipient hereby agrees to permit and require its subcontractors to permit the City of Sedalia to inspect all work, materials, payrolls, invoices, and other data, and to audit the books, records, and accounts of the subrecipient and its subcontracts pertaining to the use of funds made available under this Agreement. Recipient shall maintain records in a manner that allows the City to conduct such actions.
6. Procurement Procedures. It is a national policy to place a fair share of purchases with minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness. Positive efforts shall be made by recipients and any contractors and consultants to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:
 - a. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.

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

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

8. Consultant Services. The use of individual consultant services as part of the grant project, funded either by the Federal share or matching share, shall be documented in the following manner: evidence is to be shown that the fee is appropriate considering the qualifications of the consultant, his/her normal charges and the nature of the services to be provided. No person employed as a consultant, or by a firm providing consultant services, shall receive more than a reasonable rate of compensation for personal services paid with federal funds, or when such services are contributed as matching share. This rate shall not exceed the maximum daily rate of compensation in the Federal Civil Service equal to 120 percent of a GS-15, step 10 salary. Written agreements between the parties shall be executed detailing the responsibilities, standards, and fees. The services of a consultant shall be procured per Section 13 and shall be subject to the provisions of section 14 governing subcontracts. Federal contracting and procurement guidance can be found in 2 CFR 200.317 through 2 CFR 200.327. Maximum rates charged to this grant may not exceed 120% of a Federal Civil Service GS- 15, step 10 salary per project location. Current regional salary tables can be found on the Office of Personnel and Management website: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>.

9. Professional Qualifications of Principal Project Personnel. Principal project personnel must meet appropriate professional qualification standards as published in the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation, 48 CFR 44716, incorporated herein, by reference. Principal project personnel may be Recipient staff or a hired consultant or contractor. A copy of personnel's qualifications shall be provided to Program Administrator upon execution of the Grant Agreement or with the contract if a consultant is being hired.
10. Professional Services. Recipients shall negotiate contracts for architectural, engineering, and land surveying services on the basis of demonstrated competence and qualifications for the type of services required and at fair and reasonable prices.
11. Permits. Recipient agrees to obtain any permits, certificates of appropriateness or other permissions as necessary for the performance of the project work. Nothing in this Agreement shall abrogate the Recipient's requirement to obtain permits and approvals for work to be performed.
12. Prohibition on Text Messaging while Driving. In keeping with Executive Order 13513, text messaging while driving as part of business related to this grant award is strongly discouraged.
13. Trafficking in Persons. This term of award is pursuant to paragraph (g) of Section 106 of the Trafficking Victims Protections Act of 2000, as amended (2 CFR §175.15).
14. Minimum Wages Under Executive Order 13658 (January 2015): In accordance with Executive Order 131658, the minimum wage that must be paid under any contract or subcontract awarded pursuant to this agreement is \$10.80 per hour, which must be adjusted annually during the term of this agreement to meet the Secretary of Labor's annual E.O. minimum wage agreement.
15. State Immigration Statutes. As a condition for the award of this Agreement, the Recipient shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the work. The Recipient shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the work. The Recipient shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year.
16. Indemnification. To the fullest extent permitted by law, the Recipient agrees to defend with counsel selected by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from this Agreement, including claims related to the grant of funds under the terms of this Agreement. Upon completion of the work, the Recipient does hereby release and discharge the City from any and all claims, liabilities, demands, suits, or causes of action for damages, expenses, attorneys fees, or any other type of relief arising out of the care, maintenance, operation, and control of the activities and work performed and funded by the grant.
17. Federal Requirements. The Recipient hereby acknowledges that it is subject to 2 CFR 200.1 Subaward; 2 CFR 200.101 Applicability; and 2 CFR 200.331 Subrecipient and Contractor Determinations.

ARTICLE X – SIGNATURES

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

FOR THE RECIPIENT

CITY OF SEDALIA

KSJ Construction, LLC
Shawn Griesbrecht
President

Matthew Wirt
City Administrator

Date

Date

EXHIBIT A
NOTICE OF AWARD

Exhibit B
Historic Revitalization Grant Program Manual

Office of the Mayor

TO: Members of City Council
FROM: Mayor Andrew Dawson
DATE: January 15, 2026
RE: New Appointment

I would like to make the following recommendation:

New Appointments:

BOARD/COMMITTEE	MEMBER	TERM
Public Library Board		
	Melissa Turner	Completing Jackie Marshall's Term Ending 6/30/2026

BILL NO. _____

ORDINANCE NO. _____

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

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

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

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

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

Section 3. The City Administrator is authorized to accept said contract, sign said contract and accept said deed and execute any and all closing documents on behalf of the City of Sedalia, Missouri and the City Clerk is hereby authorized and directed to file in his office the said contract and deed after recording said deed and with the Pettis County Recorder of Deeds.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 20th day of January, 2026.

Presiding Officer of the Council

Approved by the Mayor of said City this 20th day of January, 2026.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk