



City Council Meeting Agenda
Monday, April 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. **PUBLIC HEARING** – Designation of Sedalia Public Library as Historic Landmark
- E. **SERVICE AWARDS/SPECIAL AWARDS/RETIREMENT AWARDS** – None
- I. **APPROVAL OF PREVIOUS SESSION MINUTES**
 - A. Council Meeting – April 6, 2026
- II. **REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES**
 - A. Acceptance of Planning and Zoning Commission Minutes dated March 11, 2026
- III. **ROLL CALL OF STANDING COMMITTEES**
 - A. **FINANCE / ADMINISTRATION** – Chairwoman Tina Boggess; Vice Chairwoman Rhiannon Foster
 - 1. Presentation – Revenue Collection Trends (Jessica Pyle, Presenter)
 - B. **PUBLIC WORKS** – Chairwoman Michelle Franklin; Vice Chairwoman Tina Boggess
 - 1. Hay Production – Cemeteries – \$884.50
Council Discussion led by Chairwoman Franklin
BILL NO. 2026-50 Call for Ordinance Authorizing Lease Agreements for Hay production at Crown Hill and Calvary cemeteries – Mayor Dawson
 - 2. Landfill Facilities Agreement – Disposal of Municipal Solid Waste – Show Me Landfill – \$33.00/ton Inclusive of all fees
Council Discussion led by Chairwoman Franklin
BILL NO. 2026-51 Call for Ordinance Approving and Accepting an Agreement for Solid Waste Disposal Services for the City of Sedalia – Mayor Dawson
 - 3. Grant Application – Safe Streets and Roads for All
Council Discussion led by Chairwoman Franklin
R 2163 Call for Resolution Authorizing the submission of a Safe Streets and Roads for All Grant application – Mayor Dawson
 - 4. Change Orders 5 and 6 (\$26,399.40) – Washington Avenue Bridge Repairs
Double Arch Construction, LLC
Council Discussion led by Chairwoman Franklin
BILL NO. 2026-52 Call for Ordinance Approving and Accepting Change Order Numbers Five and Six for Washington Avenue Bridge repairs – Mayor Dawson

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

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

1. Nomination – Sedalia Public Library (Carnegie Library) as a historic landmark

Council Discussion led by Chairwoman Foster

R 2164 Call for Resolution nominating the site of the Sedalia Public Library (Carnegie Library) as a historic landmark – Mayor Dawson

2. Paul Bruhn Grant Agreements – 219 South Ohio, 308 West Main & 322 South Ohio – Trust Building

Council Discussion led by Chairwoman Foster

BILL NO. 2026-53 Call for Ordinance Authorizing a Paul Bruhn Grant Sub-recipient Grant Agreement for structural repairs at 219 South Ohio – Mayor Dawson

BILL NO. 2026-54 Call for Ordinance Authorizing a Paul Bruhn Grant Sub-recipient Grant Agreement for structural repairs at 308 West Main Street – Mayor Dawson

BILL NO. 2026-55 Call for Ordinance Authorizing a Paul Bruhn Grant Sub-recipient Grant Agreement for structural repairs at 322 South Ohio – Trust Building – Mayor Dawson

IV. **OTHER BUSINESS**

A. **APPOINTMENTS** – None

B. **ACCEPTANCE OF RESIGNATIONS**

a. Adam Porter – Park Board – Effective Immediately

b. Cassie Brown – Bothwell Regional Health Center – Effective Immediately

c. Tolbert Rowe – Planning & Zoning Commission – Effective Immediately

C. **LIQUOR LICENSES**

Renewal:

*Cathy Geotz dba Break Time #3083, 808 East Broadway, Packaged Liquor – \$150.00

V. **ADJOURN SINE DIE**

VI. **PLAQUE PRESENTATIONS – MAYOR AND 3rd WARD & 4th WARD OUTGOING COUNCIL**

VII. **SWEARING IN NEWLY ELECTED OFFICIALS**

VIII. **ROLL CALL**

IX. **ACKNOWLEDGEMENT OF COUNCIL CODE OF CONDUCT**

X. **ELECTION OF MAYOR PRO TEM**

XI. **ELECTION OF COUNCIL MEMBER TO SERVE ON PLANNING AND ZONING COMMISSION**

XII. **SELECTION AND ANNOUNCEMENT OF COMMITTEE ASSIGNMENTS**

XIII. **ADJOURN MEETING**

Please join in a reception immediately following the Council Meeting to recognize newly seated officials.

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

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

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

POSTED ON APRIL 17, 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, Mayor Elect Traves Williams & City Council Members
From: Matthew Wirt, City Administrator
Re: Agenda items for City Council meeting on Monday, April 20th 6:30 p.m.

Public Hearing- A public hearing is scheduled to consider the designation of the Sedalia Public Library (Carnegie Library) as a local historic landmark. Later in the council agenda the Council will be asked to consider formal designation of the property as a local historic landmark in accordance with those recommendations.

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

1. Finance Director Jessica Pyle will present an overview of revenue trends and she will highlight key revenue sources along with recent performance.

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

1. The City staff has solicited bids for the lease of hay ground at cemetery properties and received a recommendation from staff and the Calvary Cemetery Association following the bid opening. Based on prior experience, Les Thierfelder is recommended as the lessee due to a proven track record of timely hay removal, property care, and coordination to avoid conflicts with cemetery operations.
2. The City solicited bids for solid waste disposal services and received two responses through the formal bidding process from GFL Environmental and Show-Me Landfill. While GFL submitted the lower bid at \$31.00 per ton compared to Show-Me Landfill at \$33.00 per ton, staff and the Public Works Council Committee evaluated additional factors including hauling distance, fuel costs, operational efficiency, and landfill conditions.

Operational concerns at the GFL facility, including rough haul roads, inefficient turn-around times, and dumping conditions, were identified as ongoing issues. Staff conducted a one-week test hauling to Show-Me Landfill and found improved conditions, more efficient operations, and greater reliability, despite an increase in fuel usage during the test period.

After considering total cost, equipment wear, operational efficiency, and long-term service reliability, the Public Works Council Committee recommends awarding the solid waste disposal contract to Show-Me Landfill as the best overall value for the City's sanitation operations.

3. The City staff is requesting authorization to submit an application for the Safe Streets and Roads for All (SS4A) grant, a competitive federal funding opportunity focused on improving roadway safety for all users. The proposed project would focus on studying and design concepts for the Winchester corridor from 10th Street to Broadway, which was identified as a priority through the Safe Streets for All public engagement process based on community input regarding safety concerns.

Approval of this item allows the staff to apply for funding only and should the City be awarded the grant, Council would be involved in future decisions regarding funding commitments and implementation.

4. The City is requesting approval of Change Orders No. 5 and No. 6 for the Washington Avenue Bridge repair project with Double Arch Construction, LLC. Change Order No. 5 reflects a request to extend the project completion date to June 27, 2026, to account for delays related to permitting, weather, material availability, and field conditions, while Change Order No. 6 includes \$26,399.40 for necessary column replacements identified during construction.

The column replacement work addresses unforeseen deterioration discovered in the field and was developed collaboratively between the contractor, HDR, and City staff to ensure the repairs meet structural requirements and project specifications. During the Public Works Council Committee meeting, the contractor also noted that additional corrosion may be uncovered as sandblasting is completed, and if identified, those areas will be properly repaired prior to final coating.

Throughout the project, the contractor has taken the City's expectations seriously by prioritizing quality workmanship and completing repairs correctly rather than accelerating work under conditions that could compromise long-term performance. Approval of these change orders supports a continued focus on durability, safety, and doing the work right the first time for the Washington Avenue Bridge improvements.

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

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

1. Following the required public hearing, Council now will consider designation of the Sedalia Public Library (Carnegie Library) as a local historic landmark. The nomination has been reviewed by both the Sedalia Historic Preservation Commission and the Planning and Zoning Commission, with both bodies recommending approval based on the building's historical significance, architectural integrity, and long-standing role in the community. The library, constructed in 1901 as Missouri's first Carnegie library, remains largely intact with significant original architectural features preserved and has been listed on the National Register of Historic Places since 1980. Designation as a local landmark would formally recognize its importance to Sedalia's history while providing a framework to preserve its character for future generations.

2. The Paul Bruhn Historic Revitalization Grant is a federally funded program administered through the National Park Service that provides financial assistance for the preservation and rehabilitation of historic properties. The City of Sedalia serves as the local administrator of these funds, working with property owners and the Sedalia Historic Preservation Commission to identify and prioritize eligible projects. These grants require a private match from the property owner and utilize City staff time for program administration.
 - a. The first application for approval of a sub-recipient agreement is the property located at 219 South Ohio Avenue as part of the Paul Bruhn Historic Revitalization Grant program. This project includes roof repair and replacement with a total project cost of \$74,900, of which \$57,673 is funded through the grant and \$17,227 is provided by the property owner. The project was reviewed and recommended by the Sedalia Historic Preservation Commission, and upon approval, will be submitted to the National Park Service for final technical review prior to authorization to proceed.
 - b. The second application for approval of a sub-recipient agreement is the property located at 308 West Main Street as part of the Paul Bruhn Historic Revitalization Grant program. This project includes roofing replacement, second floor window replacement, storefront improvements, and masonry tuckpointing with a total project cost of \$83,545, of which \$66,958 is funded through the grant and \$16,587 is provided by the property owner. The project was reviewed and recommended by the Sedalia Historic Preservation Commission, and upon approval, will be submitted to the National Park Service for final technical review prior to authorization to proceed.
 - c. The third application for approval of a sub-recipient agreement is the property located at 322 South Ohio (Trust Building) as part of the Paul Bruhn Historic Revitalization Grant program. This request replaces a previously approved agreement for stonework repairs, as the property owner has requested the grant be redirected toward roof replacement due to the roof reaching the end of its useful life. The total project cost is \$96,000, of which \$73,920 is funded through the grant and \$22,080 is provided by the property owner, with no direct City funding required beyond staff administration. The project was reviewed and recommended by the Sedalia Historic Preservation Commission, and upon approval, will be submitted to the National Park Service for final technical review prior to authorization to proceed.

Public Hearing

The City of Sedalia City Council will hold a public hearing to consider the designation of the Sedalia Public Library (a Carnegie Library) as a historic landmark. The public hearing will be held at 6:30 p.m. on April 20, 2026 in the Council Chambers of the Municipal Building to receive public comment concerning the designation. Written comments may be made to the City Clerk prior to the meeting.

Handicapped citizens needing accommodation in order to attend this meeting should contact the City Clerk's Office at (660) 827-3000 extension 1110 no later than 48 hours prior to the scheduled meeting.



CITY OF SEDALIA, MISSOURI
CITY COUNCIL MEETING
APRIL 6, 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 April 6, 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 (Present), Lee Scribner (Present), Tina Boggess (Present), Bob Hiller (Present), Bob Cross (Present), Rhiannon Foster (Present), Michelle Franklin (Absent).

SERVICE AWARDS

Table with 4 columns: Award, Recipient, Position, Department. Rows include 5 Year Pin/Certificate for Larry Layton, Jr. (Interim Asst. Park Superintendent, Park), Shannon Ramey-Trull (Personnel Director, Personnel), and Jeremy Bradley (Supervisor-Field Maintenance, Park).

Park Director Amy Epple stated that as part of the ball field crew, Mr. Bradley pours his heart into each and every field making sure they are game ready for our community. Centennial Park is Mr. Bradley's home base and truly shows in the care he puts into it. Mr. Bradley also plays a key role in bringing the magic to life for Light up Liberty helping lead the crew set up and always bringing fresh ideas to the table. Known for his friendly hello and attitude, Mr. Bradley makes a lasting impression on our parks and the people who enjoy them every day.

RETIREMENT AWARDS:

- Kenneth Schlesselman – Fire – 32 Years 5 Months of service – Retired March 15, 2026. Mr. Schlesselman received a \$400 gift certificate from Black Dawn as a retirement gift.

Fire Chief Matthew Irwin stated many may not know Mr. Schlesselman as "Dozer". Many personnel hired after Mr. Schlesselman did not know he had a first name, it has always been Dozer. Fire Chief Irwin stated for his entire Fire service career, Dozer has always been there. Always at the Firehouse, always been a friend, always on the other end of the phone. He has held many hats over his 30 plus years of service from Investigator to Battalion Chief; from Firefighter to friend. Dozer has always been the type of man that someone can go to for advice, but they should always be careful what they ask for; he has never been one to shy away from telling exactly what he thinks and what he feels.

Early on in Fire Chief Matthew Irwin and Dozer's careers, they both had young children at home. If ever Fire Chief Irwin was on shift and needed something and something went wrong, Dozer was his first call. Never once was it asked, "What day are you going to pay me back?" Fire Chief Irwin stated over the years he is not certain who owes who time, they never discussed it. Everyone knew if they needed something, Dozer would be there to do it; he was like this his entire career.

SPECIAL AWARDS: None

MINUTES: The Council Meeting minutes of March 16, 2026 were approved on motion by Foster, seconded by Cross. All Present in Favor. Franklin was absent.

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES: None.

ROLL CALL OF STANDING COMMITTEES:

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

- The ordinance authorizes the annual agreement between the City of Sedalia and Economic Development of Sedalia-Pettis County. The agreement includes a City contribution of \$140,000, which has been incorporated into the FY2027 budget.

BILL NO. 2026-37, ORDINANCE NO. 12425 – AN ORDINANCE AUTHORIZING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND ECONOMIC DEVELOPMENT OF SEDALIA-PETTIS COUNTY was read once by title.

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

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

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

- Motion by Foster, seconded by Scribner to approve a records destruction request from the City Clerk’s Office. All Present in favor. Franklin was absent.

PUBLIC WORKS – Chairwoman Michelle Franklin; Vice Chairwoman Tina Boggess

- The Utilities Department is requesting approval to proceed with rehabilitation of Water Well #18 following the failure of the pump and motor due to age. This well serves as a raw water source supplying the City’s Water Filtration Plant, making its reliability critical to ongoing operations. The project includes replacement of the pump and motor, repair of any damaged discharge piping, and electrical upgrades to improve system performance and extend equipment life. Two bids were received, with Flynn Drilling Co. submitting the low bid of \$68,943.

BILL NO. 2026-38, ORDINANCE NO. 12426 – AN ORDINANCE AUTHORIZING AN AGREEMENT FOR REPAIR/REPLACEMENT OF THE PUMP AND MOTOR ON WATER WELL #18 was read once by title.

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

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

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

- The City of Sedalia is advancing critical improvements to its Central and North Wastewater Treatment Facilities in response to regulatory requirements established by the Missouri Department of Natural Resources through an Abatement Order on Consent. Both facilities have experienced compliance challenges and contain aging infrastructure that is no longer capable of meeting current and future permit requirements. Previous planning efforts, including a Facility Plan and Antidegradation Report approved by MoDNR in February 2026, identified the need for significant system upgrades and long-term solutions to ensure reliable and compliant wastewater treatment operations. To move into the next phase, the City solicited qualifications for professional engineering services using the Construction Manager at Risk delivery method. HDR Engineering, Inc. was ranked highest among the firms evaluated and is recommended to provide design services and assist with onboarding the CMAR contractor. The proposed agreement is for the design phase only, with a not-to-exceed amount of \$4,976,560 and has been reviewed and approved by

MoDNR as part of the State Revolving Fund funding process. Project financing will be completed through the voter-approved wastewater improvements and the SRF program, which typically begins with a short-term bridge or construction loan and transitions into a long-term, low-interest loan upon project completion.

BILL NO. 2026-39, ORDINANCE NO. 12427 – AN ORDINANCE AUTHORIZING AN AGREEMENT FOR PROFESSIONAL SERVICES FOR DESIGN OF THE CENTRAL WASTEWATER TREATMENT FACILITY AND NORTH PUMP STATION AND CMAR ON-BOARDING was read once by title.

2nd Reading – Motion by Foster, 2nd by Cross. All Present in Favor. Franklin was absent.

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

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

- The ordinance authorizes the relocation of the existing crosswalk in front of Sacred Heart School to a controlled intersection at South Vermont Avenue in accordance with Manual on Uniform Traffic Control Devices standards.

BILL NO. 2026-40, ORDINANCE NO. 12428 – AN ORDINANCE AUTHORIZING RELOCATION OF A CROSSWALK AND SIGNS IN FRONT OF SACRED HEART SCHOOL was read once by title.

2nd Reading – Motion by Cross, 2nd by Foster. All Present in Favor. Franklin was absent.

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

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

- This item requests approval of Change Order #1 to the Infrastructure Development Agreement with Holland Holding Company, LLC, originally approved by Council in December 2025. The agreement provides for the construction of public infrastructure improvements, including stormwater systems, streets, sidewalks, and street lighting, along and adjacent to the property located at 521 E. 3rd Street. These improvements were determined to serve a public purpose and provide benefit to the City and surrounding area. The change order extends the project completion date from May 15, 2026, to October 1, 2026, due to delays caused by inclement weather impacting construction progress. There is no change to the total project cost.

BILL NO. 2026-41, ORDINANCE NO. 12429 – AN ORDINANCE APPROVING AND ACCEPTING CHANGE ORDER NUMBER ONE TO EXTEND COMPLETION DATE FOR INFRASTRUCTURE DEVELOPMENT AGREEMENT was read once by title.

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

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

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

- This item requests approval of a one-year contract extension with Martin Energy Group for on-site generator maintenance, inspection, and repair services. The original contract was awarded in December 2021 for an initial term of 16 months, with the option for up to four one-year extensions. This request represents the fourth and final extension, with a total cost of \$27,960.

BILL NO. 2026-42, ORDINANCE NO. 12430 – AN ORDINANCE AUTHORIZING AN EXTENSION TO THE AGREEMENT FOR ON-SITE GENERATOR MAINTENANCE, INSPECTION AND REPAIR SERVICES was read once by title.

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

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

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

- The purchase under consideration was identified as part of the Cemetery Strategic Plan and was discussed during the FY2027 budget work session process. Funding for the vehicle has been included in the approved FY2027 budget and reflects planned equipment needs to support ongoing cemetery operations and maintenance. This item requests approval for the purchase of a 2022 Ford Explorer Utility AWD through the Missouri State Highway Patrol for the amount of \$28,000.

BILL NO. 2026-43, ORDINANCE NO. 12431 – AN ORDINANCE AUTHORIZING A VEHICLE SALES INVOICE FOR THE CEMETERY DEPARTMENT was read once by title.

2nd Reading – Motion by Cross, 2nd by Foster. All Present in Favor. Franklin was absent.

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

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

PUBLIC SAFETY – Chairman Lee Scribner; Vice Chairman Jack Robinson

- Earlier this year, the City issued a Request for Proposals for fire protection system services across all City facilities, including inspection, testing, maintenance, and repair of sprinkler systems, hood systems, and fire extinguishers. A total of five companies submitted proposals for consideration. Following review of the submitted proposals, three firms were identified as the most competitive. While Ideal Fire Services was not the lowest bidder in every individual category, they provided the lowest overall cost across the majority of services and demonstrated the best overall value to the City.

BILL NO. 2026-44, ORDINANCE NO. 12432 – AN ORDINANCE APPROVING AND ACCEPTING A BID FOR FIRE PROTECTION SYSTEMS/INSPECTION/TESTING/MAINTENANCE/COMPLIANCE REPORTING FOR CITY FACILITIES was read once by title.

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

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

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

- Recently, the City issued a Request for Proposals for the removal and replacement of the fire alarm system at the Municipal Building. The project is necessary to bring the building into compliance with current fire code requirements and to address reliability concerns with the existing system. Two bids were received for this project. After review of the proposals, Ideal Fire Services was identified as the low bidder with a quoted cost of \$47,522.

BILL NO. 2026-45, ORDINANCE NO. 12433 – AN ORDINANCE APPROVING AND ACCEPTING A BID FOR FIRE ALARM REMOVAL/REPLACEMENT FOR THE MUNICIPAL BUILDING was read once by title.

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

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

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

- The Sedalia Police Department currently utilizes Tyler Technologies for its public safety systems, including computer-aided dispatch, records management, mobile data, analytics, and state crash reporting. As part of the FY2027 strategic budget plan, the department is transitioning these services to a cloud-based platform to improve system reliability, create redundancy, and provide more efficient maintenance and support capabilities. These systems are also utilized, in part, by the Sedalia Fire Department, Pettis County Ambulance

District, and Pettis County Joint Communications, making this platform an important component of coordinated public safety operations. Moving to a unified, cloud-based system enhances interoperability between agencies and positions the City and its partners to operate more effectively on a shared platform moving forward. This item requests approval of an agreement with Tyler Technologies to provide these services under a consolidated cloud-based system at a discounted combined rate. The agreement includes a one-time implementation cost of \$399,142 and future ongoing annual cost of \$239,892.

BILL NO. 2026-46, ORDINANCE NO. 12434 – AN ORDINANCE AUTHORIZING AN AGREEMENT FOR TYLER CLOUD/RECORDS MANAGEMENT FOR THE SEDALIA POLICE DEPARTMENT was read once by title.

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

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

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

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

APPOINTMENTS:

The following appointments/reappointments was read and approved on motion by Foster, seconded by Hiller. All Present in Favor. Franklin was absent.

Galaxy West Community Improvement District

Appoint – Stephanie Taylor – Replacing Blake Fulton Four-Year Term 5/27/2026 – 5/26/2030

Appoint – Jessica Pyle – Completing Kelvin Shaw’s Term Ending 3/21/2028

Reappoint – Matthew Iway – Four Year Term 5/27/2026 – 5/26/2030

Reappoint – Sheryl Giambalvo – Four Year Term 5/27/2026 – 5/26/2030

BIDS:

- Fire protection systems/inspections/testing/maintenance/compliance – February 12, 2026
- Removal/Replacement Fire Alarm System – Municipal Building – March 5, 2026
- Well #18 Pump and Motor Replacement Project – March 31,2026

LIQUOR LICENSES:

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

*Amy VonHolten dba Aldi, 3701 West Broadway, Packaged Liquor & Sunday Sales

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:

Councilman Bob Hiller stated that Saturday was the Annual D.A.R.E. Car show. They auctioned off a gun and the money went to Retrieving Freedom. The winning bid was for \$460.00 won by Gary Cornine, but Mr. Cornine ended up donating \$1,000.00 to Retrieving Freedom. 95 cars participated in the show.

There is no City, Federal, or state funding on the program. Mr. Hiller stated he is retiring from the car show but will still be involved with the D.A.R.E. car, will help, but is going to take a step back.

Councilman Hiller presented Police Chief David Woolery and Sergeant Bradley Beard with the proceeds of the car show in the amount of \$15,412.54.

Sergeant Beard stated that Councilman Hiller made a dream and achieved it. Councilman Hiller's goal was to get one dollar and get the community to know and support D.A.R.E. Sergeant Beard stated he does not believe there is a person in Sedalia who does not know about the D.A.R.E. program.

Police Chief David Woolery stated over 600 students a year are reached through the D.A.R.E. program because of the support from the community and Councilman Hiller. What Councilman Hiller has helped build over generations is 600 kids a year for 35 years which is generational success of improving the lives of the kids and families in our community Police Chief Woolery thanked Councilman Hiller for gathering items for auction, putting it together, all the support he has gotten for the car show and for being a part of D.A.R.E.

GOOD & WELFARE:

Rene Vance, 19813 Tanglenook, stated the Senior Center is having their first rummage sale this week. It will be held at the First United Methodist Church and will be a free will donation sale. The Senior Center is asking that donations be dropped off on April 9th between 8am-5pm. They will only accept 1-30 gallon bag of clothing per donation. The sale will be held Saturday from 8am-4pm and Sunday from 8am-12pm. The Meatloaf dinner will be on Friday, fried chicken on th 16th. The Senior Center Cakewalk will be on May 6th. They are taking donations for the cake and tickets will be \$1.00 per each round. The Gala will be on June 16th at The Venue and tickets are now available. The Senior Center is also seeking drivers for weekly deliveries. Ms. Vance thanked Council for their support of the Senior Center.

Debbie Covington signed up to speak but was not present.

The meeting adjourned at 7:15 p.m. on motion by Foster, seconded by Boggess to a closed-door meeting in the upstairs conference room pursuant to subsections 1 (Legal Advice), 2 (Real Estate), 3 (Personnel) and 12 (Negotiated Contracts) of Section 610.021 RSMo. Roll Call Vote: Voting "Yes" were Robinson, Ames, Scribner, Boggess, Hiller, Cross and Foster. No one voted "No". Franklin was absent.

The regular meeting reopened at 8:55 p.m. on motion by Foster, seconded by Boggess.

ROLL CALL:

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

BUSINESS RELATED TO CLOSED DOOR MEETING:

BILL NO. 2026-47, ORDINANCE NO. 12435 – AN ORDINANCE AUTHORIZING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND CHDC LLC was read once by title. 2nd Reading – Motion by Foster, 2nd by Boggess. All Present in Favor. Franklin was absent. Final Passage – Motion by Foster, 2nd by Boggess. All Present in Favor. Franklin was absent. Roll Call Vote: Voting "Yes" were Robinson, Ames, Scribner, Boggess, Hiller, Cross and Foster. No one voted "No". Franklin was absent.

BILL NO. 2026-48, ORDINANCE NO. 12436 – AN ORDINANCE AUTHORIZING A HANGAR PURCHASE AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND CANON INVESTMENTS, LLC, A MISSOURI LIMITED LIABILITY COMPANY was read once by title.

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

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

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

BILL NO. 2026-49, ORDINANCE NO. 12437 – AN ORDINANCE AUTHORIZING A GROUND LEASE AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI, AND CANON INVESTMENTS, LLC, A MISSOURI LIMITED LIABILITY COMPANY was read once by title.

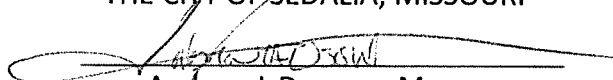
2nd Reading – Motion by Scribner, 2nd by Ames. All Present in Favor. Franklin was absent.

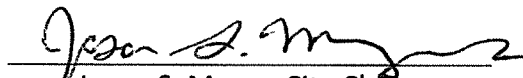
Final Passage – Motion by Foster, 2nd by Ames. All Present in Favor. Franklin was absent.

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

Regular meeting adjourned at 9:10 p.m. on motion by Foster, seconded by Cross. All Present in Favor. Franklin was absent.

THE CITY OF SEDALIA, MISSOURI


Andrew L. Dawson, Mayor


Jason S. Myers, City Clerk



Let's Cross Paths

Planning and Zoning
Meeting Minutes
Wednesday, March 11, 2026, at 5:30 pm
Council Chambers
Municipal Building

- 1) Call to order
 - a. The meeting was called to order at 5:35 pm.
- 2) Roll Call
 - Present:
Rhonda Ahern, Jerry Ross, Ann Graff, Ann Richardson, Ian Shoemaker, Terri McDermott, Virginia Brainard
 - Absent:
text
 - Staff:
Dimitrius Maduros, Nicole Hathaway, Chris Franklin, Matthew Wirt
- 3) Approval of September 3, 2025, meeting minutes.
 - a. Jerry Ross motioned to approve, Ian Shoemaker seconded. All approved.
- 4) Public Hearing
 - a. 600 Block of N Park and N Stewart (600, 610, 620 N Park & 601, 605, 615, 619 N Stewart) – Dimitrius Maduros presented the application for the 600 Block, representing the applicant, Premium Homes LLC. Mr. Maduros explained that the current zoning is M-1, and the applicant is not seeking to change the zoning. Instead, they are applying to vacate the alley. The lots in question are currently vacant land. The applicant plans to build fourplexes and a single office building on this site. To the south of this block is a church, to the east are residential homes, and to the west are office buildings. There are currently no active utilities in the alley. The applicant also wishes to replat the land to increase the lot size. Staff recommends approval of the application.
- 5) New Business
 - a. 600 Block of N Park and N Stewart -
Rhonda Ahern motioned to approve vacate alley. Jerry Ross seconded. All approved.
Ann Graff motioned to replat. Virginia Brainard seconded. All approved.
- 6) Next Meeting Date
 - a. Next meeting date set for April 1, 2026.
- 7) Adjourn

- a. Text motioned to adjourn, text seconded. All approved. The meeting was adjourned at 5:49 pm.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING LEASE AGREEMENTS FOR HAY PRODUCTION AT CROWN HILL AND CALVARY CEMETERIES.

WHEREAS, the City of Sedalia, Missouri has received a proposal to enter into lease agreements with Leslie Thierfelder for hay production at Crown Hill and Calvary Cemeteries; and

WHEREAS, under the proposal, the City of Sedalia, Missouri shall lease the property to Leslie Thierfelder for a total of Eight Hundred Eighty-four Dollars and Fifty Cents (\$884.50) each year for a period of 3 Years as more fully described in the proposed leases attached to this ordinance and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri hereby authorizes the lease agreements by and between the City of Sedalia, Missouri and Leslie Thierfelder for hay production at Crown Hill and Calvary Cemeteries.

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

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

Section 4. This ordinance shall be in 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 April, 2026.

Presiding Officer of the Council

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

Traves Williams, Mayor

Attest:

Jason S. Myers
City Clerk

Crown Hill Cemetery
DEPARTMENTAL MEMORANDUM
Office of the Cemetery Director

To : City Administrator Matthew Wirt

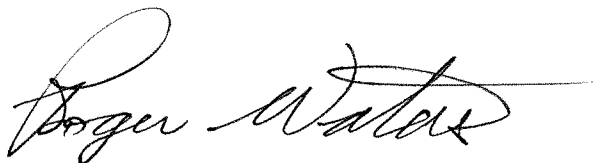
From : Director Roger Waters
Calvary Cemetery Association – David Dick, Fred Pfeiffer

Date : April 7, 2026

Ref : Cemetery Hay Ground Lease

After opening the bids for the hay ground lease David Dick and Fred Pfeiffer with Calvary Cemetery Association and I would like to make the recommendation that we lease the hay ground portion of the Cemeteries to Les Thierfelder. We feel like this would be our best option in that we have over five years of experience with Mr. Thierfelder cutting the hay and removing the bales in a timely manner.

We have had no problems with the property being damaged and Mr. Thierfelder has always communicated with all of us to not interfere with funeral services.



Roger Waters Director Crown Hill Cemetery



David Dick Calvary Cemetery Association



Fred Pfeiffer Calvary Cemetery Association

LEASE AGREEMENT

This lease made and entered into this 20th day of April, 2026, by and between the City of Sedalia, Missouri, a municipal corporation, hereinafter designated as “Lessor”, and Leslie Thierfelder, hereinafter designated as “Lessee”, witnessed:

In consideration of promises and agreements hereinafter set forth, the Lessor does hereby lease to the Lessee and the Lessee does hereby take the premises hereinafter described upon the terms and conditions, as follows:

1. The real estate and premises leased hereunder consists of approximately 8 acres, more or less. The leased property is to be used and maintained by Lessee as hay field.
2. Lessor reserves the right to demand possession of all or part of the leased premises at any time for any purpose. No poultry or other animal manure shall be used as fertilizer on the premises. Weeds should be kept to a minimum.
3. The said lease premises shall be used by the Lessee solely for a hay field, and such use shall be such that it will not interfere or otherwise impair the City operations.
4. The term of this Lease shall be from April 20, 2026 to April 20, 2029.
5. The rental to be paid each year by the Lessee to the Lessor is \$412.00 dollars.
6. The agricultural operations and the expenses thereof of maintaining the hay field shall be the sole responsibility of the Lessee.
7. The Lessee does hereby agree to indemnify and hold harmless the Lessor of and from any claims or demands for loss and damages to both property and persons of any kind and nature arising out of the farming and agricultural operations performed by the Lessee or the agents of the Lease.

IN WITNESS WHEREOF, this Lease is executed at Sedalia, Missouri on the date first above written in duplicate.

ATTEST

CITY OF SEDALIA

Jason S. Myers, City Clerk

By: _____
Mayor

LESSEE

By: _____
Leslie Thierfelder

LEASE AGREEMENT

This lease made and entered into this 20th day of April, 2026, by and between Calvary Cemetery hereinafter designated as “Lessor”, and Leslie Thierfelder, hereinafter designated as “Lessee”, witnessed:

In consideration of promises and agreements hereinafter set forth, the Lessor does hereby lease to the Lessee and the Lessee does hereby take the premises hereinafter described upon the terms and conditions, as follows:

1. The real estate and premises leased hereunder consists of approximately 9 acres, more or less. The leased property is to be used and maintained by Lessee as hay field.
2. Lessor reserves the right to demand possession of all or part of the leased premises at any time for any purpose. No poultry or other animal manure shall be used as fertilizer on the premises. Weeds should be kept to a minimum.
3. The said lease premises shall be used by the Lessee solely for a hay field, and such use shall be such that it will not interfere or otherwise impair the Cemetery operations.
4. The term of this Lease shall be from April 20, 2026 to April 20, 2029.
5. The rental to be paid each year by the Lessee to the Lessor is \$472.50 dollars.
6. The agricultural operations and the expenses thereof of maintaining the hay field shall be the sole responsibility of the Lessee.
7. The Lessee does hereby agree to indemnify and hold harmless the Lessor of and from any claims or demands for loss and damages to both property and persons of any kind and nature arising out of the farming and agricultural operations performed by the Lessee or the agents of the Lease.

IN WITNESS WHEREOF, this Lease is executed at Sedalia, Missouri on the date first above written in duplicate.

ATTEST

CALVARY CEMETERY

Jason S. Myers, City Clerk

By: _____

LESSEE





By: _____
Leslie Thierfelder



Overview



Legend





-  Political Townships
-  Corporate Limits
-  Parcels
-  Roads



Overview



Legend


-  Political Townships
-  Corporate Limits
-  Parcels
-  Roads

| TABULATION OF BIDS Hay Production - Cemetery Properties April 7, 2026 2:00 p.m. Council Chambers | | |
|---|---|---|
| | Young Farms 25347 Perkins Road Sedalia, MO 65301 | Leslie Thierfelder 32780 Boonville Road Smithton, MO 65350 |
| Description | Price | Price |
| Crown Hill Cemetery | \$476.00 | 51.50/Acre x 8 = \$412.00 |
| Calvary Cemetery | \$500.00 | 52.50/Acre x 9 = \$472.50 |
| Lump Sum Total | \$976.00 | \$884.50 |

IFB 2026-025 Hay Production-Cemetery Properties

| ITEM | DESCRIPTION | LUMP SUM |
|------|---------------------|--|
| 1 | Crown Hill Cemetery | \$ $51.50/\text{acre} \times 8 = 412$ |
| 2 | Calvary Cemetery | \$ $52.50/\text{acre} \times 9 = 472.50$ |
| | TOTAL | \$ 884.50 |

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

Company Name: Leslie Thierfelder
 Address: 32780 Boonville Rd. Smithton, MO 65350
 Phone: 660-620-6286
 E-mail: christiethierfelder@gmail.com
 Signature: 
 Title: owner

Addenda: The following addenda are hereby acknowledged:

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

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT FOR SOLID WASTE DISPOSAL SERVICES FOR THE CITY OF SEDALIA.

WHEREAS, the City of Sedalia, Missouri, received a proposal from Show-Me Landfill, LLC a licensed and permitted landfill facility to dispose of municipal solid waste for the City of Sedalia; and

WHEREAS, under the proposal, the City of Sedalia shall pay the sum and amount of \$33.00 per ton, inclusive of all fees to Show-Me Landfill, LLC 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 Show-Me Landfill, LLC in substantively the same form and content as they have been proposed.

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

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

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

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

Presiding Officer of the Council

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

ATTEST:

Traves Williams, Mayor

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: Justin Bray, P.W. Operations Director
Date: April 14th 2026
Subject: Solid Waste Disposal.

The City solicited bids for solid waste disposal services and received two responses through the formal bidding process. Bids were submitted by GFL Environmental and Show-Me Landfill (Republic Services).

GFL Environmental submitted a bid of \$31.00 per ton, inclusive of all fees. Show-Me Landfill submitted a bid of \$33.00 per ton, also inclusive of all fees. While GFL represents the lower cost per ton, both bids were reviewed in detail to evaluate overall operational impact and long-term value to the City.

During the Public Works Council Committee meeting on April 13, 2026, several key factors were reviewed and discussed in addition to the base bid pricing. These included:

- Cost per ton for disposal at each facility
- Fuel costs associated with hauling solid waste
- Time and operational efficiency related to haul distance and turnaround
- Landfill conditions and reliability of operations

Particular consideration was given to landfill conditions, as this has been an ongoing operational concern. Staff has experienced rough haul roads, poor dumping conditions, and inefficient turnaround times at the GFL facility. Multiple attempts to address these concerns did not result in measurable improvements.

To further evaluate operational impacts, staff conducted a one-week test period hauling to Show-Me Landfill. During this period, fuel usage increased by approximately 300 gallons compared to typical operations hauling to GFL. While this represents an added cost, staff found the improved site conditions, more efficient dumping operations, and overall reliability to be significant advantages in daily operations.

After considering all factors, including cost, operational efficiency, equipment wear and tear, and service reliability, the Public Works Council Committee recommends awarding the solid waste disposal contract to Show-Me Landfill. Although the cost per ton is slightly higher, the overall value and improved operating conditions are expected to provide a more efficient and sustainable solution for the City's sanitation operations.

Please let me know if additional information is needed as this item moves forward for formal Council consideration.

IFB 2026-023 Solid Waste Disposal BID FORM

| WASTE TYPE | UNIT | BASE DISPOSAL (S/TON) | MINIMUM LOAD (TONS) | SPECIAL HANDLING/ADDITIONAL FEES (S) | NOTES/CONDITIONS |
|--------------------------------|---------|-----------------------|---------------------|--------------------------------------|---|
| Compacted Trash | Per Ton | \$33.50/ton | N/A | | Solid Waste/C&D only |
| Loose Trash | Per Ton | \$33.50/ton | N/A | | Solid Waste/C&D only |
| Special Handling (if required) | Per Ton | N/A | N/A | | *Special Waste Projects would be priced separately based upon material type |
| Other fees/Surcharges | Per Ton | N/A | N/A | | |
| Other fees/Surcharges | Per Ton | N/A | N/A | | |
| Other fees/Surcharges | Per Ton | N/A | N/A | | |
| Other fees/Surcharges | Per Ton | N/A | N/A | | |
| Other fees/Surcharges | Per Ton | N/A | N/A | | |

*Please list in Other fees/Surcharges any labor, equipment, and landfill tipping fees along with any other fees your facility may charge.

*Please provide detailed notes for any additional fees, restrictions, or conditions that may apply.

I(authorized agent)___ Matt Graham _____ having authority to act on behalf of
(Company name)___ Show Me Landfill, LLC _____ do hereby
acknowledge that (Company name)_ Show Me Landfill, LLC ___ will be bound by all
terms, cost and conditions of this proposal for a period of ninety (90) days from the
date of submission and commit to sign the Contract.

Company Name: Show Me Landfill, LLC _____

Address:230 SE 421st Road, Warrensburg, MO 64093 _____

Phone:573-636-1135 _____

E-mail:lkinard@republicservices.com _____

Signature: Matt Graham _____

Title: General Manager _____

Addenda: The following addenda are hereby acknowledged:

| | |
|-------------------|--------------|
| Addenda No. | Dated: _____ |
| Addenda No. | Dated: _____ |
| Addenda No. | Dated: _____ |
| Addenda No. | Dated: _____ |
| Addenda No. _____ | Dated: _____ |

**TABULATION OF BID
SOLID WASTE DISPOSAL
MARCH 31, 2026 2:30 P.M.
COUNCIL CHAMBERS**

| | | GFL Environmental Inc 24461 Oak Grove Lane Sedalia, MO 65301 | | | | Show Me Landfill, LLC 230 SE 421st Road Warrensburg, MO 64093 | | | |
|--------------------------------|---------|--|---------------------|---------------------------|---|---|---------------------|---------------------------|---|
| | Unit | Base Disposal (\$/Ton) | Minimum Load (Tons) | Spec, Handling/Add't Fees | Notes/Conditions | Base Disposal (\$/Ton) | Minimum Load (Tons) | Spec, Handling/Add't Fees | Notes/Conditions |
| Compacted Trash | Per Ton | \$27.39/ton | 1 ton | N/A | MSW | 33.50/ton | | | Solid Waste/C&D only |
| Loose Trash | Per Ton | \$27.39/ton | | | | 33.50/ton | | | Solid Waste/C&D only |
| Special Handling (if required) | Per Ton | | | | Special Waste Pricing dictated by material type and associated profiles | | | | Special Waste Projects would be priced separately based upon material |
| Other fees/Surcharges | Per Ton | \$1.50/ton | | | Pattis Co Host Fee | | | | |
| Other fees/Surcharges | Per Ton | \$2.11/ton | | | MDNR fee | | | | |
| Other fees/Surcharges | Per Ton | | | | | | | | |
| Other fees/Surcharges | Per Ton | | | | | | | | |
| E-Verify | Yes | | | | | Yes | | | |

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SUBMISSION OF A SAFE STREETS AND ROADS FOR ALL GRANT APPLICATION.

WHEREAS, the City of Sedalia, Missouri, is applying for grant funds through the Safe Streets and Roads for All Grant. The Grant share may not exceed 80%, so should the City receive funding, a local match of 20% of the eligible costs would be required.

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 Safe Streets and Roads for All 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 April, 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: April 9, 2026
Subject: Authorization for Submission of Safe Streets and Roads for All (SS4A) Grant Application

This is a request for authorization to apply for a Safe Streets and Roads for All (SS4A) grant. The SS4A Grant program is a competitive federal funding opportunity that supports planning, infrastructural, behavioral, and operational initiatives to prevent death and serious injury on roads and streets involving all roadway users, including pedestrians; bicyclists; public transportation, personal conveyance, and micromobility users; motorists; and commercial vehicle operators.

There are two categories of grants that can be applied for planning and demonstration and implementation. The federal share of an SS4A grant may not exceed 80%, so if the City is a recipient of funding, we would be required to contribute a local matching share of no less than 20% of total eligible costs. The grant applications including several associated documents is required to be completed and submitted to the U.S. Department of Transportation on or before May 26, 2026.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING CHANGE ORDER NUMBERS FIVE AND SIX FOR WASHINGTON AVENUE BRIDGE REPAIRS.

WHEREAS, the City has received change order numbers five and six from Double Arch Construction, LLC for Washington Avenue Bridge Repairs; and

WHEREAS, under the change orders, the City of Sedalia shall pay the sums and amounts as follows: Change Order Five: Weather-related Delay of 87 Days with no financial impact and Change Order Six: Twenty-six Thousand Three Hundred Ninety-nine Dollars and Forty Cents (\$26,399.40) to Double Arch Construction, LLC, for said repairs as more fully described in the proposed change orders attached hereto and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri hereby approves and accepts change order numbers five and six by and between the City of Sedalia, Missouri and Double Arch Construction, LLC in substantively the same form and content as they have been proposed.

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

Section 3. The City Clerk is hereby directed to file in his office a duplicate or copy of the change orders after they have 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 April 2026.

Presiding Officer of the Council

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

Traves Williams, Mayor

ATTEST:

Jason S. Myers
City Clerk



5989 Hawk Lane
Florence, MO 65329

CHANGE ORDER REQUEST – Additional Working Days

Project: Washington Ave. Bridge Approach Rehabilitation

Project No.: 2026-016

Contractor: Double Arch Construction LLC

Owner: City of Sedalia, Missouri

Date: 3/30/2026

Change Order No.: 005

1. Summary of Request

We respectfully request a contract time extension to account for multiple excusable delays that occurred throughout the project. These delays were outside the Contractor's control and directly impacted the ability to perform work in accordance with project specifications, safety requirements, and industry standards.

The primary delay categories include:

- UPRR permitting delays (pre-construction)
- Weather conditions below specification thresholds
- Rain events preventing surface preparation and coating work
- RFI-related delays due to field conditions and design clarifications
- Material procurement delays due to approved change orders

Each delay is detailed below with supporting dates and impacts.

2. Detailed Delay Breakdown

A. UPRR Permitting Delay (Pre-Construction)

- **Original Contract Start Date:** November 17, 2025
- **Actual Start Date:** January 12, 2026
- **Total Impact:** 56 calendar days

B. Weather-Related Delays

1. Extreme Cold Temperatures (January 26–30, 2026)

Temperatures ranged from 4°F to 17°F, which is below the minimum temperature requirements for surface preparation, coating application, and other specification-driven tasks.

- **Impact:** 5 days
- Work could not be performed without compromising quality or violating specification requirements.

2. Rain Events (March 3–6, 2026)

Continuous rain prevented surface prep, steel work, and coating operations.

- **Impact:** 4 days

3. Additional Weather Delays (Mid-March)

- **March 11:** Rain event
- **March 16:** Temperature at 17°F
- **March 17:** Temperature at 14°F

These conditions again fell below specification thresholds for coating and steel work.

- **Impact:** 3 days

Total Weather Impact: 12 days

C. RFI-Related Delays

Multiple RFIs were required due to unforeseen field conditions, including corrosion issues and design clarifications.

Examples include:

- **RFI 006** – Corrosion and steel repair clarifications
- **RFI 007** – Additional field-identified deficiencies requiring engineer direction

Each RFI required engineering review, direction, and in some cases, revised work methods or quantities.

- **Impact:** Delays associated with waiting for engineer responses and subsequent adjustments to work sequencing.

Total RFI related delays: 19

D. Material Procurement Delays (Ongoing)

We are currently experiencing delays in material delivery due to supplier lead times and availability constraints. These delays are not the result of Contractor actions and have affected the ability to maintain planned production rates.

Examples include:

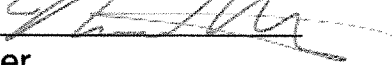
- Steel components
- Specialty hardware

Total Delay Impact: 87 days

Based on the cumulative effect of these change orders, we request an extension of the contract completion date **through June 27th, 2026.**

We appreciate the City's and HDR's continued coordination and will provide any additional documentation needed, including weather logs, RFI logs, correspondence, or schedule impact exhibits.

Contractor:

Name: 
Title: Owner
Date: 3/30/2026

Owner – City of Sedalia:

Name: _____
Title: _____
Date: _____



5989 Hawk Lane
Florence, MO 65329

CHANGE ORDER REQUEST – Column Replacement on Bents 3 and 13

Project: Washington Ave. Bridge Approach Rehabilitation

Project No.: 2026-016

Contractor: Double Arch Construction LLC

Owner: City of Sedalia, Missouri

Date: 4/2/2026

Change Order No.: 006

1. Description of Change

This change order was agreed upon during our site meeting with the City and HDR after further reviewing the conditions of the columns at the two specified locations. The decision was made collaboratively to address the unforeseen deterioration and ensure the repairs meet structural requirements and contract standards.

The contractor shall remove existing steel and concrete at the affected locations. After demolition, pour new bearing pads and set anchor bolts in accordance with project specifications. Once the foundation is prepared, install the new column and ensure it is properly aligned and secured.

All work shall be performed in accordance with contract requirements and HDR direction.

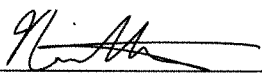
Note: Additional costs incurred are from work started for responses from RFI 012 and 013.

2. Cost Impact

The following costs are associated with the work required to replace the two columns

- Column Replacement x2
 - Material = \$13,439.40
 - Labor = \$79 @ 140hrs = \$11,060.00
- Prep Work Associated with RFI 012/13
 - Labor = \$76/hr @25hrs = \$1,900.00

Total Change Order Amount: \$26,399.40

Contractor: 
Name: _____
Title: Owner
Date: 4/3/2026

Owner – City of Sedalia:
Name: _____
Title: _____
Date: _____

RESOLUTION NO. _____

A RESOLUTION NOMINATING THE SITE OF THE SEDALIA PUBLIC LIBRARY (CARNEGIE LIBRARY) AS A HISTORIC LANDMARK.

WHEREAS, the Sedalia Public Library (Carnegie Library) on West 3rd Street is a significant piece of history in the City of Sedalia, Missouri; and

WHEREAS, the site is significant as the Sedalia Public Library is the result of a generous gift by industrialist and philanthropist Andrew Carnegie to the citizens of Sedalia in 1899 and is one of 2,509 funded by Carnegie. The Sedalia Public Library was the first in Missouri and was opened in 1901 and in 1980 was added to the National Register of Historic Places. It has served to educate and entertain many generations of Sedalians through a variety of library services; and

WHEREAS, Council has determined that the site of said library should receive recognition of its historical significance.

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

Section 1. The City Council of the City of Sedalia, Missouri fully supports nomination of the site of the Sedalia Public Library (Carnegie Library) as a historic landmark.

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

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

Presiding Officer of the Council

ATTEST:

Jason S. Myers
City Clerk

MEMO

From: Sedalia Historic Preservation Commission

Bill Messerli, Chairman

Becky Imhauser

Charles Wise

Byron Matson

John Simmons

Date: April 6, 2026

Subject: Carnegie Library (Sedalia Public Library) Landmark Designation

The Sedalia Historic Preservation Commission and the Sedalia Planning and Zoning Commission have both recommended approval of the designation of the Carnegie Library (Sedalia Public Library) as nominated by the City of Sedalia. The Sedalia Historic Preservation Commission recommended approval of the landmark designation at the March 10, 2026 Sedalia Historic Preservation Commission meeting. The Planning and Zoning Commission recommended approval of the landmark designation at the April 1, 2026 Planning and Zoning Commission meeting.

The site is significant as the Sedalia Public Library is the result of a generous gift by industrialist and philanthropist Andrew Carnegie to the citizens of Sedalia in 1899. One of 2,509 libraries funded by Carnegie, this was the first in Missouri and was opened in 1901. With the words "Free to All" above its door, the terra cotta and Carthage stone building features Italian marble floors, fireplaces, and beautiful oak woodwork. In 1980 the Sedalia Public Library was added to the National Register of Historic Places. The library has served to educate and entertain many generations of Sedalians by offering a variety of modern library services. It is not just an integral part of Sedalia's past, but the library is also an important part of Sedalia's future.

Additional information regarding the significance of the site and the criteria used for this determination is provided in the attached report submitted to the Sedalia Historic Preservation Commission and the Planning and Zoning Commission.

Staff Recommendation: Staff recommends that City Council designate the Carnegie Library (Sedalia Public Library) as a landmark in the City of Sedalia.

Sedalia Historic Preservation Commission
Carnegie Library Landmark Nomination
Report and Recommendation

March 10, 2026

The Planning and Zoning Commission concurred with the findings of the Sedalia Historic Preservation Commission at their April 1, 2026 Planning and Zoning Commission meeting and voted to recommend passage to the next City Council meeting. Those findings are as follows:

(1) Explanation of the significance or lack of significance of the nominated landmark or *historic* district as it relates to the criteria for designation.

The site is significant as the Sedalia Public Library is the result of a generous gift by industrialist and philanthropist Andrew Carnegie to the citizens of Sedalia in 1899. One of 2,509 libraries funded by Carnegie, this was the first in Missouri and was opened in 1901. With the words "Free to All" above its door, the terra cotta and Carthage stone building features Italian marble floors, fireplaces, and beautiful oak woodwork. In 1980 the Sedalia Public Library was added to the National Register of Historic Places. The library has served to educate and entertain many generations of Sedalians by offering a variety of modern library services. It is not just an integral part of Sedalia's past, but the library is also an important part of Sedalia's future.

(2) Explanation of the integrity or lack of integrity of the nominated landmark or *historic* district.

The proposed landmark is already listed on the National Register of Historic Places (1980). The library is intact as it was constructed and opened in 1901 with the addition of an extension on the back side of the building for an ADA accessible elevator to provide access to all for all portions of the building. The interior of the building also remains as constructed.

Landmark status is recommended on basis of the integrity of the location, architecture and significance to the history of Sedalia.

(3) In the case of a nominated landmark found to meet the criteria for designation:

a. The significant exterior architectural features of the nominated landmark that should be protected.

The library was listed on the National Register of Historic Places in 1980. It was designed by the architecture firm Shepley, Rutan and Coolidge and built in 1900. It is

a two-story, cruciform plan, Greek Revival style wood and steel frame building with brick walls and Carthage limestone and terra cotta facing. It is seven bays wide with an open tetrastyle Ionic order portico on the front façade. The interior features marble floors, open fireplaces and white oak woodwork.

b. The types of construction, alteration, demolition and removal, other than those requiring a building or demolition permit, which should be reviewed for a certificate of appropriateness.

None.

(5) Proposed design guidelines, including minimum maintenance requirements, for applying the criteria for review of certificates of appropriateness to the nominated landmark or *historic* district.

None.

(6) The relationship of the nominated landmark or *historic* district to the ongoing effort of the SHPC to identify and nominate all potential areas and structures that meet the criteria for designation.

Goal 7 of the Historic Preservation Plan for the City of Sedalia states that the Sedalia Historic Preservation Commission is to “develop incentive programs to encourage preservation landmarks, historic districts and neighborhoods” and to “invite public input to designate landmark nominees and promote the program.” This landmark designation, with the City of Sedalia as applicant, is a direct achievement of that goal. The Sedalia Historic Preservation Commission conducted an on-line survey via Facebook to determine the top five sites in Sedalia that deserved landmark status and the Sedalia Public Library was selected by the public as the second of the top five.

(7) Any initial recommendation as to appropriate permitted uses, special uses, height and area regulations, minimum dwelling size, floor area, sign regulations and parking regulations necessary or appropriate to the *preservation* of the nominated landmark or *historic* district.

The site for the historic marker along the public right of way is indicated on the map. Applicant (City) proposes a marker be located and maintained by the City of Sedalia.

(8) A map showing the location of the nominated landmark and the boundaries of the nominated *historic* district.

Attached.

(9) The recommendation and report of the SHPC shall be sent to the planning and zoning commission within seven days following the vote on the resolution and shall be available to the public at the offices of the community development director.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A PAUL BRUHN GRANT SUB-RECIPIENT GRANT AGREEMENT FOR STRUCTURAL REPAIRS AT 219 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 roof repair and replacement at 219 South Ohio owned by AIP Investments, LLC. The total cost of the project is Seventy-four Thousand Nine Hundred Dollars (\$74,900.00) with the Grant providing Fifty-seven Thousand Six Hundred Seventy-three Dollars (\$57,673.00). Per the Grant agreement, the owner is required to cover 23% of the cost or Seventeen Thousand Two Hundred Twenty-seven Dollars (\$17,227.00) 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 April 2026.

Presiding Officer of the Council

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

Traves Williams, Mayor

ATTEST:

Jason S. Myers, City Clerk

Memorandum

To: Mayor Andrew Dawson & City Council

From: John Simmons, Grant Administrator

Date: 4/14/2026

Re: 219 South Ohio - Paul Bruhn Grant – Sub-recipient contract

Attached is the seventh grant sub-recipient awardee contract to be executed for the Paul Bruhn Grant.

As you recall, this sub-recipient grant agreement is required by the National Park Service in execution of the Paul Bruhn Grant and you approved this agreement template at the March 18, 2024 council meeting.

This award for repair and replacement of the roof repair and replacement at 219 South Ohio Avenue and is owned by AIP Investments, LLC. The total project cost is \$74,900.00 with the grant providing \$57,673.00 and the owner covering the remaining \$17,227.00. There are no city funds used in the execution of these grants other than staff time.

The Sedalia Historic Preservation Commission reviewed the applicants and recommended this project as one of the next priorities in providing funding.

Once each contract is signed by one of our recipient projects 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**

**AIP Investments, LLC
Subrecipient**

Federal Awarding Agency: United States Department of the Interior

Program Name: Paul Bruhn Historic Revitalization Grant

Project Title: The Venue – Flowers Building – 219 South Ohio

Federal Award ID: P22AP01483

Subrecipient's Entity ID:

Federal Award Date: 9/2/22

Project and Budget Period: 10/1/22 through 8/30/26

Total Grant Award: \$750,000.00

Subaward Start/End Date: Start – June 1, 2026 End – August 30, 2026

Subrecipient Award Amount: \$57,673.00

Indirect Cost Rate: none

Research and Development: None

GRANT AGREEMENT
Between City of Sedalia and
[PROPERTY OWNER]

Project Title: The Venue – Flowers Building – 219 South Ohio Rehabilitation Project

Grant Program: Paul Bruhn Historic Revitalization Grants Program

Amount of Federal Funds Obligated: \$ 57,673.00

Amount of Non-Federal Funding: \$ 17,227.00

Project Total: \$ 74,900.00

Period of Performance: April 30, 2026 through August 30, 2026.

This Grant Agreement is entered into by the City of Sedalia and AIP Investments, LLC (Recipient). This Agreement is effective June 1, 2026 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 \$57,673.00 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

Recipient will contract with one or more companies to repair and replace the roof.

- A. 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 | June 2026 |
| Construction Period [add more lines in schedule as needed] | May 2026 | August 30, 2026 |
| Progress Report to City of Sedalia | August 30, 2026 | August 30, 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 | | | |
| General Conditions | | | |
| Sitework | | | |
| Concrete | | | |
| Masonry | | | |
| Metals | | | |
| Wood and Plastics | | | |
| Thermal and Moisture Protection | \$57,673.00 | \$17,227.00 | \$74,900.00 |
| Doors and Windows | | | |
| Finishes | | | |
| Special Construction | | | |
| Conveying Systems | | | |
| Mechanical | | | |
| Electrical | | | |
| Totals | \$57,673.00 | \$20,949.00 | \$78,622.00 |

Recipient agrees to contribute \$20,949.00 in eligible non-Federal matching contributions that are allowable, properly documented and used during the grant period.

Sources of Matching Share

| Donor | Source | Amount |
|----------------------|----------------------|-------------|
| AIP Investments, LLC | AIP Investments, LLC | \$17,227.00 |
| | | |
| | | |

ARTICLE V - KEY OFFICIALS

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

| | | |
|----------------------|------------------------|-----------------------------|
| City of Sedalia: | Program Administrator: | Recipient: Scott |
| Matthew Wirt | John Simmons | Benbrook, President |
| City Administrator | Grant Administrator | AIP Investments, LLC |
| 200 South Osage Ave. | 200 South Osage Ave. | 5330 Pin Oak Lane |
| Sedalia, MO 65301 | Sedalia, MO 65301 | Sedalia, MO 65301 |
| | 660-851-7605 | 660-281-8202 |
| | jsimmons@sedalia.com | sbenbrook.elliott@gmail.com |
| | | 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 this project beyond the period of performance.

ARTICLE VII – REPORTS, OUTPUTS & OUTCOMES

Recipient will report on the funded project every six months. At a minimum the report should include costs incurred, description of project progress and the anticipated completion date of the project. The following reporting period end dates shall be used for interim reports with a final report at the end of the project. All reports shall be written and submitted via email or in person.

| Period Begin Date | Period End Date | Report Due Date |
|-------------------|-----------------|------------------|
| June 1, 2026 | August 30, 2026 | October 31, 2024 |

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 one week 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; and
 - 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; and
 - 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; and
 - 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 state 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 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 discharges 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 Requirements for Pass-Through Entities.

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

Scott Benbrook, President
AIP Investments, LLC

Matthew Wirt, Administrator
City of Sedalia

Date

Date

EXHIBIT A
NOTICE OF AWARD

Exhibit B

Historic Revitalization Grant Program Manual

Exhibit C
Requirement for Project Sign & Public Notification

As stipulated in 36 CFR Part 800, public views and comments regarding all Federally-funded undertakings on historic properties must be sought and considered by the authorizing Federal agency. Therefore, the grantee is required to post a public notification regarding the undertaking under this grant in one or more of the major newspapers or news sources that cover the area affected by the project within 30 days of obligating any contracts or sub-grants. A copy of the posted release must be submitted to NPS within 30 days of the posting.

HPF funded physical preservation projects must create public notification of the project in the form of a project sign, website posting, and proper credit for announcements and publications as appropriate. A signage/notification template must be submitted for approval by the NPS Agreement Technical Representative in advance. Also the sign/notification must be of reasonable and adequate design and construction to withstand weather exposure (if appropriate); be of a size that can be easily read from the public right-of-way; and be accessible to the public throughout the project term as stipulated in this Grant Agreement. At a minimum, all notifications must contain the following statement:

"[Project Name] is being supported in part by the Historic Preservation Fund administered by the National Park Service, Department of the Interior."

Additional information briefly identifying the historical significance of the property and recognizing other contributors is encouraged and permissible. The NPS arrowhead logo may only be used in conjunction with the HPF approved signage format that can be provided upon request. Any other use of the logo is prohibited.

Photo documentation of the installed sign/notification for all physical preservation projects must be Uploaded by the City of Sedalia to HPFOnline.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A PAUL BRUHN GRANT SUB-RECIPIENT GRANT AGREEMENT FOR STRUCTURAL REPAIRS AT 308 WEST MAIN STREET.

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

WHEREAS, under the agreement, the structural repairs as recommended by a structural engineer would include but not limited to repair and replacement of the roofing, second floor windows, storefront replacement and masonry tuckpointing at 308 West Main Street owned by Lange Feeds. The total cost of the project is Eighty-three Thousand Five Hundred Forty-five Dollars (\$83,545.00) with the Grant providing Sixty-six Thousand Nine Hundred Fifty-eight Dollars (\$66,958.00). Per the Grant agreement, the owner is required to cover 23% of the cost or Sixteen Thousand Five Hundred Eighty-seven Dollars (\$16,587.00) 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 April 2026.

Presiding Officer of the Council

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

Traves Williams, Mayor

ATTEST:

Jason S. Myers, City Clerk

Memorandum

To: Mayor Andrew Dawson & City Council

From: John Simmons, Grant Administrator

Date: 4/14/2026

Re: 308 West Main Street - Paul Bruhn Grant – Sub-recipient contract

Attached is the seventh grant sub-recipient awardee contract to be executed for the Paul Bruhn Grant.

As you recall, this sub-recipient grant agreement is required by the National Park Service in execution of the Paul Bruhn Grant and you approved this agreement template at the March 18, 2024 council meeting.

This award for repair and replacement of the roofing, second floor windows, storefront replacement and masonry tuckpointing at 308 West Main Street and is owned by Lange Feeds. The total project cost is \$83,545.00 with the grant providing \$66,958.00 and the owner covering the remaining \$16,587.00. There are no city funds used in the execution of these grants other than staff time.

The Sedalia Historic Preservation Commission reviewed the applicants and recommended this project as one of the next priorities in providing funding.

Once each contract is signed by one of our recipient projects 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**

**Lange Feeds
Subrecipient**

Federal Awarding Agency: United States Department of the Interior

Program Name: Paul Bruhn Historic Revitalization Grant

Project Title: Lange Feeds 308 West Main Street

Federal Award ID: P22AP01483

Subrecipient's Entity ID:

Federal Award Date: 9/2/22

Project and Budget Period: 10/1/22 through 8/30/26

Total Grant Award: \$750,000.00

Subaward Start/End Date: Start - June 1, 2026 End - August 30, 2026

Subrecipient Award Amount: \$66,958.00

Indirect Cost Rate: None

Research and Development: None

GRANT AGREEMENT
Between City of Sedalia and
[PROPERTY OWNER]

Project Title: Lange Feeds 308 West Main Street Rehabilitation Project

Grant Program: Paul Bruhn Historic Revitalization Grants Program

Amount of Federal Funds Obligated: \$ 66,958.00

Amount of Non-Federal Funding: \$ 16,587.00

Project Total: \$ 83,545.00

Period of Performance: June 1, 2026 through August 30, 2026.

This Grant Agreement is entered into by the City of Sedalia and Lange Feeds (Recipient). This Agreement is effective June 1, 2026 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 \$66,958.00 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

Recipient will contract with one or more companies to replace all second level windows with historically accurate replacements and replace storefront with historically accurate materials, windows and doors. Recipient will contract with one or more companies to repair exterior brickwork (tuckpointing). Recipient will contract with one or more companies to remove, repair and replace roofing. This work will include new insulation, flashing, termination bars, decking where needed and a 60 mil TPO rubber roof.

- A. 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 | June 2026 | June 2026 |
| Construction Period [add more lines in schedule as needed] | June 2026 | August 30, 2026 |
| Progress Report to City of Sedalia | August 30, 2026 | August 30, 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 | | | |
| General Conditions | | | |
| Sitework | | | |
| Concrete | | | |
| Masonry | \$10,740.00 | \$2,660.00 | \$13,400.00 |
| Metals | | | |
| Wood and Plastics | | | |
| Thermal and Moisture Protection | \$26,965.00 | \$6,680.00 | \$33,645.00 |
| Doors and Windows | \$29,253.00 | \$7,247.00 | \$36,500.00 |
| Finishes | | | |
| Special Construction | | | |
| Conveying Systems | | | |
| Mechanical | | | |
| Electrical | | | |
| Totals | \$66,958.00 | \$16,587.00 | \$83,545.00 |

Recipient agrees to contribute \$17,545.00 in eligible non-Federal matching contributions that are allowable, properly documented and used during the grant period.

Sources of Matching Share

| Donor | Source | Amount |
|-------------|-------------|-------------|
| Lange Feeds | Lange Feeds | \$16,587.00 |
| | | |
| | | |
| | | |

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
 Grant Administrator
 200 South Osage Ave.
 Sedalia, MO 65301
 660-851-7605
 jsimmons@sedalia.com

Recipient: Kim Pritzel
 Lange Feeds
 308 West Main Street
 Sedalia, MO 65301
 660-287-4855
 kimber72113@icloud.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 this project beyond the period of performance.

ARTICLE VII – REPORTS, OUTPUTS & OUTCOMES

Recipient will report on the funded project every six months. At a minimum the report should include costs incurred, description of project progress and the anticipated completion date of the project. The following reporting period end dates shall be used for interim reports with a final report at the end of the project. All reports shall be written and submitted via email or in person.

| Period Begin Date | Period End Date | Report Due Date |
|-------------------|-----------------|------------------|
| June 1, 2026 | August 30, 2026 | October 31, 2024 |

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 one week 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; and
 - 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; and
 - 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; and
 - 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 Non-appropriation"), 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 state 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 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 discharges 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 Requirements for Pass-Through Entities.

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

Kim Pritzel
Lange Feeds

Matthew Wirt, Administrator
City of Sedalia

Date

Date

EXHIBIT A
NOTICE OF AWARD

Exhibit B
Historic Revitalization Grant Program Manual

Exhibit C

Requirement for Project Sign & Public Notification

As stipulated in 36 CFR Part 800, public views and comments regarding all Federally-funded undertakings on historic properties must be sought and considered by the authorizing Federal agency. Therefore, the grantee is required to post a public notification regarding the undertaking under this grant in one or more of the major newspapers or news sources that cover the area affected by the project within 30 days of obligating any contracts or sub-grants. A copy of the posted release must be submitted to NPS within 30 days of the posting.

HPF funded physical preservation projects must create public notification of the project in the form of a project sign, website posting, and proper credit for announcements and publications as appropriate. A signage/notification template must be submitted for approval by the NPS Agreement Technical Representative in advance. Also the sign/notification must be of reasonable and adequate design and construction to withstand weather exposure (if appropriate); be of a size that can be easily read from the public right-of-way; and be accessible to the public throughout the project term as stipulated in this Grant Agreement. At a minimum, all notifications must contain the following statement:

"[Project Name] is being supported in part by the Historic Preservation Fund administered by the National Park Service, Department of the Interior."

Additional information briefly identifying the historical significance of the property and recognizing other contributors is encouraged and permissible. The NPS arrowhead logo may only be used in conjunction with the HPF approved signage format that can be provided upon request. Any other use of the logo is prohibited.

Photo documentation of the installed sign/notification for all physical preservation projects must be Uploaded by the City of Sedalia to HPFOnline.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A PAUL BRUHN GRANT SUB-RECIPIENT GRANT AGREEMENT FOR STRUCTURAL REPAIRS AT 322 SOUTH OHIO – TRUST BUILDING.

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 repair and replacement of roofing at 322 South Ohio – Trust Building by Brian Smith owned by CSC Construction. The total cost of the project is Ninety-six Thousand Dollars (\$96,000.00) with the Grant providing Seventy-three Thousand Nine Hundred Twenty Dollars (\$73,920.00). Per the Grant agreement, the owner is required to cover 23% of the cost or Twenty-two Thousand Eighty Dollars (\$22,080.00) 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 April 2026.

Presiding Officer of the Council

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

Traves Williams, Mayor

ATTEST:

Jason S. Myers, City Clerk

Memorandum

To: Mayor Andrew Dawson & City Council

From: John Simmons, Grant Administrator

Date: 4/14/2026

Re: 322 South Ohio - Paul Bruhn Grant – Sub-recipient contract

Attached is a new sub-recipient grant agreement for 322 South Ohio – the Trust Building. The previous grant agreement for stonework needs to be voided, as the owner of the property, Brian Smith, requests that we utilize the grant instead to replace the roof which has reached the end of its useful life (25 years). The previous agreement for the stonework repair was approved at the August 20, 2024 City Council meeting.

As you recall, this sub-recipient grant agreement is required by the National Park Service in execution of the Paul Bruhn Grant and you approved this agreement template at the March 18, 2024 council meeting.

This grant award is for repair and replacement of the roofing at 322 South Ohio owned by CSC Construction, Brian Smith. The total project cost is \$96,000 with the grant providing \$73,920.00 and the owner funding the remaining \$22,080.00. There are no city funds used in the execution of this grant other than staff time.

The Sedalia Historic Preservation Commission reviewed the applicants and recommended this project as one of the top ten priorities in providing funding.

Once each contract is signed by one of our recipient projects 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**

**CSC Property Holdings, LLC
Subrecipient**

Federal Awarding Agency: United States Department of the Interior

Program Name: Paul Bruhn Historic Revitalization Grant

Project Title: Trust Building – 322 South Ohio Avenue

Federal Award ID: P22AP01483

Subrecipient's Entity ID:

Federal Award Date: 9/2/22

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

Total Grant Award: \$750,000.00

Subaward Start/End Date: Start - June 1, 2026 End – August 30, 2026

Subrecipient Award Amount: \$73,920.00

Indirect Cost Rate: none

Research and Development: None

GRANT AGREEMENT
Between City of Sedalia and
[PROPERTY OWNER]

Project Title: Trust Building -322 South Ohio Avenue Rehabilitation Project
Grant Program: Paul Bruhn Historic Revitalization Grants Program
Amount of Federal Funds Obligated: \$ 73,920.00
Amount of Non-Federal Funding: \$ 22,080.00
Project Total: \$ 96,000.00
Period of Performance: June 1, 2026 through August 30, 2026

This Grant Agreement is entered into by the City of Sedalia and CSC Property Holdings 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 \$ 73,920.00 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.

Recipient will contract with a company to repair and replace the roof and shingles. 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 | April 2026 | June 2026 |
| Construction Period [add more lines in schedule as needed] | Upon receipt of NPS approval | August 2026 |
| Progress Report to City of Sedalia | August 30, 2026 | Completion |
| Final Inspection of project work | August 30, 2026 | August 30, 2026 |
| Submit final report & photos of completed work to City of Sedalia | August 30, 2026 | August 30, 2026 |

ARTICLE IV - BUDGET

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

The project budget breaks down as follows:

| Work Category | Grant | Match | Total |
|---------------------------------|-------------|-------------|-------------|
| Project Planning and Oversight | | | |
| General Conditions | | | |
| Sitework | | | |
| Concrete | | | |
| Masonry | | | |
| Metals | | | |
| Wood and Plastics | | | |
| Thermal and Moisture Protection | \$73,920.00 | \$22,080.00 | \$96,000.00 |
| Doors and Windows | | | |
| Finishes | | | |
| Special Construction | | | |
| Conveying Systems | | | |
| Mechanical | | | |
| Electrical | | | |
| Totals | \$73,920.00 | \$22,080.00 | \$96,000.00 |

Recipient agrees to contribute \$ 33,700.00 in eligible non-Federal matching contributions that are allowable, properly documented and used during the grant period.

Sources of Matching Share

| Donor | Source | Amount |
|----------------------------|----------------------------|-------------|
| CSC Property Holdings, LLC | CSC Property Holdings, LLC | \$22,080.00 |

ARTICLE V - KEY OFFICIALS

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

| | | |
|----------------------|------------------------|---------------------------|
| City of Sedalia: | Program Administrator: | Recipient: |
| Matthew Wirt | John Simmons | CSC Property Holdings LLC |
| City Administrator | Grant Administrator | Brian Smith |
| 200 South Osage Ave. | 200 South Osage Ave. | 1570 N. Hedge Apple Dr. |
| Sedalia, MO 65301 | Sedalia, MO 65301 | Sedalia, MO 65301 |
| | 660-851-7605 | 660-281-0996 |
| | jsimmons@sedalia.com | bsmith@cscilcmo.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 |
|-------------------|-----------------|-----------------|
| June 1, 2026 | August 30, 2026 | August 30, 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; and
 - 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; and
 - 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; and
 - d. interior photographs of all major rooms and those involved in the project, labeled and keyed to a floor plan; and

- 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 state 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

Brian Smith
CSC Property Holdings, LLC

Kelvin Shaw

Title

Title

Date

Date

EXHIBIT A
NOTICE OF AWARD

Exhibit B
Historic Revitalization Grant Program Manual