



City Council Meeting Agenda
Monday, June 1, 2026 – 6:30 p.m.
City Hall, 200 South Osage, Sedalia MO

MAYOR: TRAVES WILLIAMS

MAYOR PRO-TEM: TINA BOGCESS

- A. CALL TO ORDER** – Mayor Williams – Council Chambers
- B. LEGISLATIVE PRAYER & PLEDGE OF ALLEGIANCE**
- C. ROLL CALL**
- D. SERVICE AWARDS**
1. Roger Waters – Cemetery – Cemetery Director – 40 Years of Service
 2. Cody Reynolds – Fire – Driver/Engineer – 5 Years of Service
 3. Tabitha Jackson – Administration – Executive Assistant – 5 Years of Service
 4. Courtney Fry – Park – Assistant Director of Recreation – 5 Years of Service
 5. Devin Mayfield – Sanitation – Laborer-Mowing – 5 Years of Service
- E. RETIREMENT AWARDS/SPECIAL AWARDS** – None
- I. GOOD AND WELFARE** - “During the Good and Welfare section of our meeting agenda, residents of Sedalia are invited to directly address the City Council. Participants must sign up in advance using the form provided in the Municipal Building lobby prior to the start of the meeting. The sign-up form requires a name, address, telephone number, and the subject of the comment. Comments must pertain to items on the agenda unless a formal request to speak on a non-agenda item has been submitted in writing at least two business days prior to the meeting.
- Each speaker will be allotted three minutes to present their remarks. Statements must be addressed to the Council as a body, not to individual members, and must not include personal attacks or criticisms of specific city employees by name. Formal complaints regarding staff must be submitted in writing to the City Clerk. The Council Chamber is a limited public forum, and decorum is expected at all times. Conduct such as disruptions, excessive noise, standing or blocking views, or approaching the dais without permission is prohibited.
- All remarks will be recorded into the public record. While this is not a time for debate or direct engagement with Council members, your comments are an important part of civic participation. We ask that all contributions remain respectful, relevant to the community, and in accordance with Ordinance No. 12255. By entering the Council Chamber, all visitors acknowledge, accept, and agree to abide by these guidelines.
- Thank you for helping us maintain a constructive and respectful environment as we work together to improve Sedalia.”
- II. APPROVAL OF PREVIOUS SESSION MINUTES**
- A. Council Meeting** – May 18, 2026
- III. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES** – None
- IV. ROLL CALL OF STANDING COMMITTEES**
- A. FINANCE / ADMINISTRATION** – Chairwoman Tina Boggess; Vice Chairwoman Cheryl Ames
1. Readopting Section 2-833 – Procedures to disclose potential conflicts of interest and substantial interest for certain officials
- Council Discussion led by Chairwoman Boggess

BILL NO. 2026-64 Call for Ordinance Readopting Section 2-833 of the Code of Ordinances of the City of Sedalia, Missouri which establishes a procedure to disclose potential Conflicts of Interest and substantial interests for certain officials – Mayor Williams

B. PUBLIC WORKS – Chairwoman Michelle Franklin; Vice Chairman David Covington

1. Establish Signalized Crosswalks – Main & Kentucky; Robinson Court & Buckner Court crossing West Saline

Council Discussion led by Chairwoman Franklin

BILL NO. 2026-65 Call for Ordinance establishing a signalized crosswalk at the intersection of Main Street and Kentucky Avenue – Mayor Williams

BILL NO. 2026-66 Call for Ordinance establishing a signalized crosswalk at Robinson Court and Buckner Court crossing West Saline Street – Mayor Williams

2. Grant Acceptance – Water Plant Fluoridation System Replacement - \$16,634.00

Council Discussion led by Chairwoman Franklin

BILL NO. 2026-67 Call for Ordinance authorizing a program services contract for water plant fluoridation system replacement – Mayor Williams

C. PUBLIC SAFETY – Chairman Jack Robinson; Vice Chairman Spencer Redford

1. Grant Submission – Fire Department – Assistance to Firefighters Grant

Council Discussion led by Chairman Robinson

R 2169 Call for Resolution authorizing the Sedalia Fire Department to submit an assistance to firefighters grant application – Mayor Williams

2. Grant Acceptance – Sedalia Police Department – Impaired Driving \$26,500.00; Hazardous Moving Violations \$49,800.00; Distracted Driving \$5,760.00; Distracted HMV Enforcement Unit \$138,496.00

Council Discussion led by Chairman Robinson

BILL NO. 2026-68 Call for Ordinance authorizing the acceptance of grants for the Sedalia Police Department – Mayor Williams

D. COMMUNITY DEVELOPMENT – Chairwoman Cheryl Ames; Vice Chairman David Covington

1. Quit Claim Deed – Property Sale – 320 North Quincy

Council Discussion led by Chairwoman Ames

BILL NO. 2026-69 Call for Ordinance approving a quit claim deed for the sale of property commonly known as 320 North Quincy Avenue from the City of Sedalia, Missouri to William Parks – Mayor Williams

2. Special Warranty Deed – Property Sale – 421 North Missouri

Council Discussion led by Chairwoman Ames

BILL NO. 2026-70 Call for Ordinance approving a special warranty deed for the sale of property commonly known as 421 North Missouri Avenue from the City of Sedalia, Missouri to Anesha Nicole Sims – Mayor Williams

V. OTHER BUSINESS

A. APPOINTMENTS

1. Recommendations from Mayor Williams for Various Boards and Commissions

B. LIQUOR LICENSES

New:

* Joseph Corel dba St. Vincent Depaul Church, 421 West 3rd Street, St. Vincent Multicultural Festival, 416 West 3rd Street, June 13, 2026, 10:00 a.m. to 3 p.m., Special Event - \$15.00

Renewals:

*Cathy Geotz dba Break Time #3167, 101 Rebar Road, Packaged Sales & Sunday Sales – \$450.00

*Scott Hewett dba Colton’s Steak House and Grill, 4101 West Broadway, Liquor by the Drink & Sunday Sales – \$750.00

*Christina Cook dba Fitter’s 5th Street Pub, 500 South Ohio, Liquor by the Drink & Sunday Sales – \$750.00

*Stacey White dba P’s Place, 1201 East 3rd Street, Liquor by the Drink – \$450.00

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

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

- A. Roll Call Vote for Closed Door Meeting
- B. Discussion of closed items
- C. Vote on matters, if necessary (require a Roll Call Vote)
- D. Motion and Second with Roll Call Vote to adjourn closed door meeting and return to open meeting

VIII. ADJOURN MEETING

- A. Motion and second to adjourn meeting

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

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

POSTED ON MAY 29, 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 Traves Williams, Mayor Pro Tem Tina Bogges &
City Council Members
From: Matthew Wirt, City Administrator
Re: Agenda items for City Council meeting on Monday, June 1st 6:30 p.m.

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

1. This ordinance is required to be readopted every two years in order to maintain compliance with the Missouri Ethics Commission requirements regarding local conflict of interest and financial disclosure procedures. The ordinance reaffirms the City's established process for disclosure of potential conflicts of interest and substantial financial interests by elected officials, appointed officials, and certain employees as required under Chapter 105 RSMo.

The ordinance also helps ensure transparency, accountability, and public confidence in City government by continuing procedures for financial disclosure reporting and conflict of interest notifications. Adoption of this ordinance allows the City to maintain its local reporting procedures and remain in compliance with state ethics requirements.

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

1. These ordinances formally establish two existing signalized crosswalk locations that were identified as needing supporting ordinances within the City's traffic regulations. The crosswalks are located at Main Street and Kentucky Avenue and at Robinson Court and Buckner Court crossing West Saline Street. Both locations were previously reviewed by the Citizens Traffic Advisory Commission and recommended for approval.

The Public Works Operations Department requested these ordinances to ensure the existing crosswalks are properly documented within City ordinances and remain consistent with the Manual on Uniform Traffic Control Devices (MUTCD) standards and City traffic control procedures.

2. This agreement would allow the City to accept a Department of Health and Senior Services (DHSS), Office of Dental Health (ODH) grant for replacement of the fluoridation system at the Water Filtration Plant. The existing system has become aged and deteriorated and requires operators to manually handle hydrofluorosilicic acid (HFS), creating additional safety and operational concerns. The proposed replacement system would modernize the process with updated equipment, double-wall containment, enclosed transfer systems, digital measurement equipment, and automated metering pumps to improve safety, accuracy, and efficiency.

Under the agreement, the State would reimburse the City up to \$16,634 for the complete replacement project, including installation. Hawkins Water Treatment Branch of Columbia, Missouri, provided the lowest quote for the project in the amount of \$16,634. The agreement also requires the Water Department to maintain adequate fluoridation levels for five years and provide staff training associated with the upgraded system. Staff recommends approval of the grant agreement and acceptance of the reimbursement funding.

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

1. This resolution would authorize the Sedalia Fire Department to apply for the 2025 Assistance to Firefighters Grant (AFG). The grant program operates as a 90/10 matching grant and would allow the department to pursue funding for hazardous materials response equipment, including protective suits, air monitoring devices, testing kits, and related response equipment.

The requested equipment would improve the department's ability to safely respond to and mitigate hazardous material incidents. Currently, the Sedalia Fire Department has limited hazardous materials response equipment available. If the grant is awarded, a future budget amendment would be required to address the City's matching share of the project costs.

2. The Sedalia Police Department is requesting approval to accept four Missouri Department of Transportation Highway Safety and Traffic Division grants focused on roadway safety and traffic enforcement initiatives. The grants include \$20,500 for impaired driving enforcement overtime and \$6,000 for DWI training conferences, \$45,000 for hazardous moving violation enforcement overtime and \$4,800 for traffic unit conferences, \$5,760 for distracted driving enforcement campaigns, and \$138,496 for a Distracted HMV Enforcement Unit position. Funding would support overtime enforcement activities, officer training conferences, traffic safety campaigns, and equipment associated with roadway safety initiatives.

The largest grant request includes funding for a fully reimbursed traffic enforcement officer position, including salary, benefits, a patrol vehicle, and associated equipment. According to the Police Department, the position would focus on high visibility traffic enforcement to help reduce crashes, injuries, and related criminal activity within the community. These grants are part of the Sedalia Police Department's FY27 strategic plan for improving roadway safety. Staff recommends approval of the grant agreements.

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

1. Staff has coordinated the sale and transfer of the property located at 320 North Quincy Avenue and is presenting the quit claim deed for Council approval. Approval of this item would authorize the City to convey the property to William Parks through a quit claim deed.
2. Staff has coordinated the sale and transfer of the property commonly known as 421 North Missouri Avenue and is presenting the agreement and deed documents for Council approval. Approval of this item would authorize the City to sell the property to Anesha Nicole Sims for \$2,000 and complete the transfer through a special warranty deed.



CITY OF SEDALIA, MISSOURI
CITY COUNCIL MEETING
MAY 18, 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, met on May 18, 2026 at 6:30 p.m. at the Municipal Building in the Council Chambers with Mayor Traves Williams presiding. Mayor Williams called the meeting to order and asked for a moment of legislative prayer followed by the Pledge of Allegiance.

ROLL CALL:

Table with 4 columns: Name, Status (Present), Name, Status (Present). Rows include Jack Robinson, Cheryl Ames, Lee Scribner, Tina Boggess, David Covington, Bob Cross, Spencer Redford, Michelle Franklin.

SERVICE AWARDS

Table with 4 columns: Award, Recipient, Position, Department. Rows include 5 Year Pin/Certificate for Elisa Menning (Utility Support Specialist, Finance) and David Purl (Utility Operator I, WPC).

Finance Director Jessica Pyle stated that Elisa assists residents with their water/sewer/trash service needs as well as helping them keep current with their bill and connect them with resources when they face hardships.

Utilities Director William Bracken stated that David Purl serves with WPC Collections, where he operates a combination vacuum truck and performs essential work that helps maintain the reliability and cleanliness of our wastewater collection system.

RETIREMENT AWARDS:

Traves Williams – Mowing – 20 Years 7 Months of service – Retired April 1, 2026. Mr. Williams received a \$300.00 Bomgaars gift card as a retirement gift.

City Administrator Matthew Wirt congratulated Mayor Williams and stated he remembers many conversations with him when he would stop to put fuel in his Police Cruiser. He was always out working hard.

Gary Reynolds – Police – 31 Years 7 Months of service – Retired April 17, 2026. Mr. Reynolds received a \$400.00 gift card as a retirement gift.

Police Chief David Woolery stated that Gary started working as a custodian, diligent with his cleaning routine, dependable to handle any problem in maintenance and organized to ensure they had everything needed for training, classes or special events at the Police Department.

was bring Gary with us when the Police Department moved into their new building and he is the reason it still looks and smells new. He has retired but thankfully has agreed to stay on Part-time at 3 days a week.

Loretta Nye – Police – 29 Years 5 ½ Months of service – Retired April 30, 2026. Ms. Nye received a \$350.00 Walmart gift card as a retirement gift.

Police Chief David Woolery noted that they have had a lot of change at the Police Department in the last month. Loretta has retired to care for her Mother. During her service, she worked in the records unit to ensure our written product was among the highest quality before it was released. She confirmed they were complete, correct and was the last line of defense before they were sent to media, defense attorneys and the public. Later she was tasked with the added responsibility of purchasing, billing and ensuring financial accounts were maintained. She always had a smile and a sympathetic heart, especially in the worst of times. She understood the special relationship we have at the Police Department and personified what that should mean by always supporting her brothers and sisters in Blue by doing anything she could to help. She has a servant's heart and dedicated her career to our Citizens and Officers and has clearly loved us for the last 3 decades and we love her back. Chief Woolery read a famous quote Loretta asked him to read. "I'm so glad we had this time together, just to have a laugh or sing a song, seems we just get started and before you know it, comes the time we have to say so long".

SPECIAL AWARDS: None

GOOD & WELFARE:

Harry Hoffert, 1408 South Barrett, stated that at the last meeting, there was a vote and the Landfill Bill was Vetoed. He inquired about clarity on the rumored cost of \$51.00. The Landfill information would have been a simple thing to get out to the public and explain why the changes were necessary. It seems in the transition, some Council know about the information and some are attempting to catch up. He'd like to see Council work together to clean the issue up.

Gary Lobaugh, 821 South Arlington, inquired if any of the other Council members attended the Public Works Council Committee in addition to the Chair and Vice Chair or if additional information was reviewed to encourage bringing back the Landfill Ordinance despite the Mayor's Veto of the last Bill. He feels it isn't good protocol.

Ben Seiferman, GFL Regional Vice President, 7921 East Truman, Kansas City, Missouri, stated he prepared packets to share with Council of rates throughout the contract since inception. GFL Environmental had a cap limitation of an annualized increase not to exceed 5%. The information shows there was one year that GFL Environmental implemented the 5%, maxing out the price increase year over year. Other years was 3% because it followed the pricing index for water/sewer/trash. When the Pettis County Host fee of \$1.50 was voted in, GFL Environmental waived the right to increase that year (2024) utilizing that as a passthrough to the County. They have followed the MSW contract, not to be skewed with maybe there was or was not a \$50.00 rate but that was not under the MSW contract. Those fees could have been a special item that came through the City from cleanouts, asbestos, special waste or cleanout requiring special handling.

Brandon Behrens, 501 East 17th Street, signed up to speak – Not in attendance.

Sandy Jeffers, 816 West 3rd, stated the lots across the street and behind the alley are owned by the City and not being mowed. There are several other City properties not being mowed. She distributed

pictures to Council of the lots indicated. She also advised that near Sacred Heart School at the corner of 3rd and Harrison, there is a big hole left by the Water department when they were working on steel lids which presents a safety hazard.

MINUTES: The Council Meeting minutes of May 4, 2026 were approved on motion by Boggess, seconded by Covington. All in Favor.

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES: None.

ROLL CALL OF STANDING COMMITTEES:

FINANCE / ADMINISTRATION – Chairwoman Tina Boggess; Vice Chairwoman Cheryl Ames

Presentation – Revenue Collection Trends

Finance Director Jessica Pyle reported on Revenue Collection Trends for March Sales. Net Use and Sales Tax Fiscal Year to Date is higher than the same period last year of approximately \$108,000.00 or 3.6%. A 3% increase was Budgeted and we are over Budget Fiscal Year to Date of approximately \$17,000.00. Marijuana Tax Year over Year comparison is higher Fiscal Year to Date by about \$40,000.00. The Franchise Tax was higher Fiscal Year to Date primarily due to electricity. Last year there was an adjustment for the tax cap. Transportation Tax is higher related to Gasoline Tax which is higher 13.6%, while vehicle sales are lower 6.3% and vehicle fees are flat. Property tax payments for Fiscal Year to Date reflect collections of approximately \$1,600.00 with the bulk of payments historically coming in December and January when residents are making County tax payments.

- The City currently imposes an electric utility license tax pursuant to City Code Sections 12-268 and 12-269. The tax is levied at a rate of 5.0% on gross receipts derived from the sale of electric energy within the City for domestic and commercial consumption. Under the existing ordinance, certain qualifying large industrial customers with an electrical demand of at least 300 kilowatts and receiving service directly from primary distribution lines are subject to a maximum combined annual license and occupation tax cap of \$15,000 per customer. The proposed ordinance would place a ballot question before voters at the August 4, 2026, Municipal Election asking whether to reduce the electric utility license tax rate from 5.0% to 4.75% while also removing the existing reduced rate structure and annual tax cap applicable to qualifying large industrial users. If approved by voters, the 4.75% tax structure would apply uniformly to all electric customers within the City no matter the service line or usage.

BILL NO. 2026-60, ORDINANCE NO. 12448 – AN ORDINANCE TO PLACE A BALLOT QUESTION BEFORE THE VOTERS OF THE CITY OF SEDALIA AT THE AUGUST 4, 2026 MUNICIPAL ELECTION TO REDUCE THE LICENSE TAX ON GROSS RECEIPTS FROM THE SALE OF ELECTRIC ENERGY AND POWER WITHIN THE CITY was read once by title.

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

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

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

PUBLIC WORKS – Chairwoman Michelle Franklin; Vice Chairman David Covington

Presentation – Airport Terminal Building Improvements

Airport Director Mitchell Mullen updated Council on plans for the Fixed Base Operation Remodel and New Hangar at the Sedalia Regional Airport. He stated that the City recently sold a Hangar back to ProEnergy and would like to utilize some of the proceeds to remodel the FBO and add a new hangar. The current FBO was built in 1979 and requires upgrades to bring it ADA compliant, update furniture

and paint which are currently outdated, improve outdated building systems, infrastructure and restrooms.

Goals for remodel:

FBO – Update Electrical, plumbing, HVAC and Networking; Fix ADA Compliance and other issues; Update paint, trim and furniture; Bring more amenities to pilots such as a lounge, conference room, vending machines, kitchenette & 24/7 Access; and improve public appeal.

Hangar –Building 85’X85’; Overnight/Long Term storage of Mid-Size jets; Through Federal funding (\$800,000 hangar with 80% - 20% split) Cost Estimate for Federal \$736,775, Local \$63,225 for a total of \$800,000; Jet Rental: \$1,000-\$2,500/month.

- The Resolution and Ordinance amend the Fiscal Year 2026-2027 budget to allocate proceeds received from the recent sale of an airport hangar. The original acquisition of the hangar involved funding from both the Capital Improvements and Transportation Funds. The proposed amendment increases expenditures only by the amount of revenue received from the hangar sale and anticipated federal grant reimbursement funds associated with the airport hangar project. The proposed amendment would allocate approximately \$1.9 million to the Capital Improvements Fund for additional roadway resurfacing and rehabilitation projects throughout the City. This would increase budgeted roadway funding from approximately \$1.5 million to approximately \$3.4 million for the fiscal year, allowing staff to address additional streets and roadway needs. Approximately \$1 million would be allocated toward rehabilitation and continued use of the airport’s former terminal building and to provide the required local matching funds associated with construction of a new 85’x85’ airport hangar. The new hangar is intended to accommodate multiple smaller aircraft or larger aircraft and expand airport operational and service capabilities. The amendment also includes recognition of approximately \$736,775 in anticipated federal grant reimbursement funding related to the hangar project. In addition, portions of the proceeds would be transferred back to the Transportation Fund and Sanitation Fund to assist with market-based salary adjustments for operations and sanitation employees.

RESOLUTION NO. 2167 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI, STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE THE CITY’S ANNUAL BUDGET FOR FISCAL YEAR 2027 was read once by title and approved on motion by Boggess, seconded by Scribner. All in Favor.

BILL NO. 2026-61, ORDINANCE NO. 12449 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2026-2027 REGARDING AIRPORT HANGAR SALE FUNDS – was read once by title.

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

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

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

- The City currently utilizes a landfill disposal contract established in 2005 with GFL. During a review of landfill operations and contract pricing, staff identified concerns that disposal rates being charged did not appear to align with the pricing structure contained within the original agreement. Staff researched the matter internally, reviewed prior discussions related to the contract, and consulted with legal counsel regarding available options. Following that review, the City issued notice to terminate the existing agreement and initiated a formal competitive bid process for landfill disposal services in order to establish updated pricing, service expectations, and operational terms. The City received two bids, one from GFL Environmental of Sedalia and the other Show Me Landfill of Warrensburg.

As part of the evaluation process, staff reviewed the submitted proposals not only on disposal cost but also on operational impacts, including haul distance, traffic flow, dumping conditions, turnaround efficiency,

roadway conditions, equipment wear, and overall reliability of service. The City Council approved an ordinance at the April 20, 2026, Council meeting accepting the proposal from Show-Me Landfill. The ordinance was subsequently vetoed by Mayor Williams and returned to the City Council for reconsideration at the May 4, 2026, Council meeting. Following discussion, the Council did not override the veto.

Following additional discussion at a Public Works Committee meeting on May 14th, the committee recommended the item be returned for consideration at the May 18, 2026, Council meeting. The committee further recommended that staff prepare ordinances reflecting acceptance of either landfill proposal so the Council may determine which provider best meets the City's operational, financial, and service needs.

Mayor Williams requested additional information before moving forward with any decision regarding the matter. Council has just received a packet from GFL Environmental that they have not had time to review. Councilwoman Boggess agreed with Mayor Williams that Council review the recent information provided prior to any decision.

Motion by Boggess, seconded by Covington to remove Bill No. 2026-62 for the two solid waste disposal items from the agenda until review is made of information. All in Favor.

BILL NO. 2026-62 – AUTHORIZING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND SHOW-ME LANDFILL, LLC FOR SOLID WASTE DISPOSAL SERVICES FOR THE CITY OF SEDALIA
OR

BILL NO. 2026-62 – AUTHORIZING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND GFL ENVIRONMENTAL INC. FOR SOLID WASTE DISPOSAL SERVICES FOR THE CITY OF SEDALIA

PUBLIC SAFETY – Chairman Jack Robinson; Vice Chairman Spencer Redford

- The need for an additional Animal Services vehicle was included in the approved Fiscal Year 2026-2027 budget. The vehicle purchase is part of the department's long-term operational plan associated with adding an additional Animal Control Officer position to improve service capacity, field response, and animal transport operations. The Ordinance authorizes the purchase of a 2026 Ford F250 truck with an 8-foot factory bed delete from Gregg Smith Ford Lincoln in the amount of \$47,895.00.

BILL NO. 2026-63, ORDINANCE NO. 12450 – AN ORDINANCE AUTHORIZING THE PURCHASE OF A VEHICLE FOR THE SEDALIA ANIMAL SHELTER was read once by title.

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

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

Roll Call Vote: Voting "Yes" were Robinson, Ames, Scribner, Boggess, Covington, Cross, Redford and Franklin. No one voted "No".

- The Sedalia Police Department is seeking authorization to apply for the SFY 2027 State Cyber Crimes Grant. The State Cyber Crimes Grant program is intended to provide funding to assist law enforcement agencies in reducing internet crimes against children and improving investigative, forensic, and prevention capabilities related to cybercrimes involving children. If awarded, the grant funding would be used to purchase a GrayKey mobile device forensic system for the Sedalia Police Department. GrayKey is a digital forensic tool utilized by law enforcement agencies to lawfully access and extract digital evidence from locked or encrypted cellular devices. According to the department, the technology would assist investigators in recovering digital evidence, including communications, images, videos, internet activity, and application data, during investigations involving crimes against children and other criminal investigations. The total project cost is approximately \$28,310, with the application indicating the purchase would be fully funded through the grant with no local match requirement.

RESOLUTION NO. 2168 – A RESOLUTION AUTHORIZING THE SUBMISSION OF A SFY 2027 STATE CYBER CRIMES GRANT APPLICATION was read once by title and approved on motion by Robinson, seconded by Boggess. All in Favor.

COMMUNITY DEVELOPMENT – Chairwoman Cheryl Ames; Vice Chairman David Covington

Presentation – Central Business and Cultural District: Annual Report

Program Specialist for the City and Executive Director of Sedalia Main Streets, Sara Spencer, presented the Annual report and Ad Valorem tax rate to Council.

• Legal & Accounting	\$ 1,500
• Property Taxes Fees and Chgs	\$ 1,500
• Downtown Façade Program	\$ 50,000
• Supplies Office/Janitor/Other	\$ 6,600
• Depot/Office Expenses	\$ 2,500
• Non-Personnel Services	\$ 62,100
• Murals	\$ 10,000
• Other Program Expenses	\$ 13,000
• Capital Expenditures	\$ <u>23,000</u>
TOTAL anticipated expenditures	\$ 85,100

FY 2026 Revenue from Ad Valorem tax of \$43,190.81; FY 2027 Anticipated Revenue is \$42,929.16; Fund Balance \$205,662.68+FY2027 Revenue = \$248,591.84; FY 2027 CBCD Budget \$85,100. CBCD recommends maintaining current Ad Valorem tax rate of .8258 per thousand of assessed valuation. In looking ahead, CBCD has 2 active façade grants for 216 & 704 South Ohio; new public parking signs; 2026 Mural project; Operational downtown volunteer program; and events encouraging foot traffic.

Councilwoman Boggess stated that during the Public Safety Committee meeting, the group asked Fire Chief Matt Irwin to speak about some issues relating to staffing within the Fire Department. Fire Chief Irwin stated that during the Committee meeting, he brought up the current status of Fire Department staffing and its use of overtime. They are currently down 4 suppression personnel, roughly 10% of suppression staff. In June he will lose a position due to promotion and then another due to a staff member moving out of state which brings him down almost 15%. The average monthly cost of overtime has been \$16,000.00/month over the past 5 months or \$192,000.00 over 12 months. The 4 Firefighter positions account for average of \$43,000.00, that equates to an approximate \$20,000.00 overage in overtime expenditures versus having the 4 individuals. Most of the overtime is coming from the Battalion Chief and Captain level positions. Any savings from hiring 4 firefighters would not be recognized for 16 – 24 months due to training before they could fully step into those roles. Fire Chief Irwin recommends staying the course and expending funds on overtime and maintain current staffing and deployment of fire apparatus. Since January 1, Sedalia Fire Department has responded to just over 1,250 calls for service. Of those, 273 were overlapping calls, meaning one truck was out while another was called for service. Shutting down any apparatus to save overtime funds means delayed response for our community. He is also experiencing a middle management issue with Firefighters/ Drivers reluctant to step up to Lieutenant and Captain positions. The only other option for savings is to take a truck out of service which he is reluctant to do based on safety and service to citizens through delayed response.

Bradley Burton, representing Firefighters Local 103, stated they fully understand the need to monitor overtime cost and operate responsibly with taxpayer dollars, however it is important the full context be considered when discussing numbers. The primary reason for the overtime is that the department is operating short staffed. These are not new vacancies and operating below staffing levels naturally results in increased overtime to maintain safe staffing and emergency response capabilities. One option was to shut down one apparatus. The City continues to grow and call volumes have increased 36% since

2020. Reducing frontline emergency services will have a direct impact on public and firefighter safety. Each apparatus has a specific and important function: Engines focus on fire suppression; Ladder trucks perform specialized rescue and ventilation operations; and Squads are heavily involved in victim search/rescue. The Fire Department also responds to vehicle accidents, hazardous material incidents and all forms of rescue. Removing any of these reduces the Department's ability to respond effectively. They are actively working on staff promotion solutions which will drastically reduce overtime costs. Councilwoman Boggess stated that in the next Public Safety Committee meeting, she would like to hear from firefighters serving in these positions and hear their ideas for solutions.

APPOINTMENTS: None

ACCEPTANCE OF RESIGNATIONS: Motion by Cross, seconded by Boggess to accept the following resignation. All in Favor.

*Dr. Kathryn Stanley-Dietzman – Sedalia Public Library Board – Effective Immediately

BIDS:

- 2026 Vehicle Purchase Animal Services – May 4, 2026

LIQUOR LICENSES:

The following new and renewal Liquor Licenses were read and approved on motion by Cross, seconded by Boggess. All in Favor.

New (Special Event Licenses):

*Paige Shearer dba The Local Tap, 700 South Ohio, Pro-Velo Bike Shop, 530 East 5th Street, July 11, 2026
9:00 AM – 3:00 PM

*Paige Shearer dba The Local Tap, 700 South Ohio, Yeager's Bike Night, 3001 South Limit, June 12, 2026
5:00 PM – 10:00 PM

*Paige Shearer dba The Local Tap, 700 South Ohio, Yeager's Bike Night, 3001 South Limit, June 27, 2026
11:00 AM – 10:00 PM

Renewal:

*Paige Shearer dba The Local Tap, 700 South Ohio, Sunday Sales

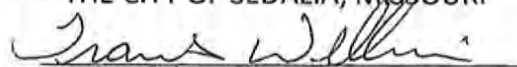
MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR: None.

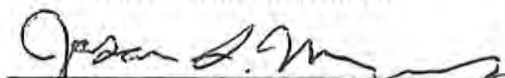
The meeting adjourned at 7:49 p.m. on motion by Boggess, seconded by Scribner to a closed-door meeting in the upstairs conference room pursuant to subsections 1 (Legal Advice), 2 (Real Estate), 3 (Personnel) and 12 (Negotiated Contracts) of Section 610.021 RSMo. Roll Call Vote: Voting "Yes" were Robinson, Ames, Scribner, Boggess, Covington, Cross, Redford and Franklin. No one voted "No".

The regular meeting reopened at 9:20 p.m. on motion by Boggess, seconded by Scribner. All in Favor.

Regular meeting adjourned at 9:21 p.m. on motion by Boggess, seconded by Cross. All in Favor.

THE CITY OF SEDALIA, MISSOURI


Traves Williams, Mayor


Jason S. Myers, City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE READOPTING SECTION 2-833 OF THE CODE OF ORDINANCES OF THE CITY OF SEDALIA, MISSOURI WHICH ESTABLISHES A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN OFFICIALS.

WHEREAS, the Missouri Ethics Commission requires, at a minimum, biannual readoption of local alternative personal financial disclosure reports; and

WHEREAS, the City of Sedalia, Missouri has previously adopted a local option report codified as Section 2-833 of the Code of Ordinances for the City of Sedalia, Missouri; and,

WHEREAS, this ordinance is intended to readopt said Section 2-833 in its entirety.

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

Section 1. Section 2-833 is readopted to read as follows:

1. Declaration of Policy. The proper operation of government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the city.

2. Conflicts of Interest.

a. All elected and appointed officials as well as employees of a political subdivision must comply with conflicts of interest statutes under Chapter 105 of the Missouri Revised Statutes as well as any other state law governing official conduct.

b. Any member of the governing body of a political subdivision who has a "substantial or private interest" in any measure, bill, order or ordinance proposed or pending before such governing body must disclose that interest to the secretary or clerk of such body and such disclosure shall be recorded in the appropriate journal of the governing body. Substantial or private interest is defined as ownership by the individual, his spouse, or his dependent children, whether singularly or collectively, directly or indirectly of: (1) 10% or more of any business entity; or (2) an interest having a value of \$10,000 or more; or (3) the receipt of a salary, gratuity, or other compensation or remuneration of \$5,000 or more, per year from any individual, partnership, organization, or association within any calendar year.

3. Disclosure Reports. Each elected official, candidate for elective office, the chief administrative officer, the assistant administrative officer, the chief purchasing officer, and the full-time general counsel shall disclose the following information by May 1, or the appropriate

deadline as referenced in Section 105.487 RSMo, if any such transactions occurred during the previous year calendar year:

a. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars, if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision.

b. The date and the identities of the, parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.

c. The chief administrative officer, the assistant administrative officer, the chief purchasing officer and candidates for either of these positions also shall disclose by May 1, or the appropriate deadline as referenced in Section 105.487, RSMo, the following information for the previous calendar year:

1. The name and address of each of the employers of such person from whom income of one thousand dollars (\$1,000) or more was received during the year covered by the statement.

2. The name and address of each sole proprietorship that he owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or co-participant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units, and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class of outstanding stock, limited partnership units or other equity interests;

3. The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

4. Filing of Reports.

a. The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year;

1. Every person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31 provided that any member of the council required to file such financial interest statement may supplement the financial interest statement to report

additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement.

2. Each person appointed to office provided for in Section 3 shall file the statement within thirty days of such appointment or employment covering the calendar year ending the previous December 31;

3. Every candidate required to file a personal disclosure statement shall file no later than fourteen days after the close of filing at which the candidate seeks nomination or election. The time period of this statement shall cover the twelve months prior to the closing date of filling for candidacy.

b. Financial disclosure reports giving the financial information required in Section 3 shall be filed with the local political subdivision and with the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

5. Filing of Ordinance. A certified copy of this ordinance, adopted prior to September 15, shall be sent within ten days of its adoption to the Missouri Ethics Commission.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval and shall remain in effect for two years from the date of passage.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 1st day of June 2026.

Presiding Officer of the Council

Approved by the Mayor of said City this 1st day of June 2026.

Traves Williams, Mayor

ATTEST:

Jason S. Myers
City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING A SIGNALIZED CROSSWALK AT THE INTERSECTION OF MAIN STREET AND KENTUCKY AVENUE.

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

Section 1. A signalized crosswalk is hereby established at the intersection of Main Street and Kentucky Avenue in accordance with MUTCD standards.

Section 2. The City's Street Department is authorized to erect any signs denoting the above listed traffic restriction and the City Clerk is ordered to place this traffic restriction in the City's Master Schedule of Traffic restrictions.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 1st day of June 2026.

Presiding Officer of the Council

Approved by the Mayor of the City of Sedalia, Missouri this 1st day of June 2026.

Traves Williams, Mayor

Attest:

Jason S. Myers
City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING A SIGNALIZED CROSSWALK AT ROBINSON COURT AND BUCKNER COURT CROSSING WEST SALINE STREET.

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

Section 1. A signalized crosswalk is hereby established at Robinson Court and Buckner Court crossing West Saline Street in accordance with MUTCD standards.

Section 2. The City's Street Department is authorized to erect any signs denoting the above listed traffic restriction and the City Clerk is ordered to place this traffic restriction in the City's Master Schedule of Traffic restrictions.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 1st day of June 2026.

Presiding Officer of the Council

Approved by the Mayor of the City of Sedalia, Missouri this 1st day of June 2026.

Traves Williams, Mayor

Attest:

Jason S. Myers
City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A PROGRAM SERVICES CONTRACT FOR WATER PLANT FLUORIDATION SYSTEM REPLACEMENT.

WHEREAS, the City of Sedalia, Missouri has received a proposal to enter into a program services contract with the State of Missouri, Department of Health and Senior Services, Office of Dental Health for Water Plant Fluoridation System Replacement; and

WHEREAS, under the proposal, the City of Sedalia, Missouri shall receive grant reimbursement in the amount of Sixteen Thousand Six Hundred Thirty-four Dollars (\$16,634.00) for said system replacement from the State of Missouri, Department of Health and Senior Services, Office of Dental Health as more fully described in the proposed contract 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 program services contract by and between the City of Sedalia, Missouri and State of Missouri, Department of Health and Senior Services, Office of Dental Health for Water Plant Fluoridation System Replacement.

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

Section 3. The City Clerk is hereby directed to file in his office a 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 force and effect from and after its passage and approval.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 1st day of June, 2026.

Presiding Officer of the Council

Approved by the Mayor of said City this 1st day of June, 2026.

Traves Williams, Mayor

Attest:

Jason S. Myers
City Clerk



Let's Cross Paths

City of Sedalia

200 S. Osage

Sedalia, MO 65301

(660) 827-3000 www.sedalia.com

To: Matthew Wirt, City Administrator
From: Ben Stultz, Filtration Plant Chief Operator
Through: William Bracken, Utilities Director
Date: May 15th, 2026
Subject: DHSS Grant – Water Plant Fluoridation System Replacement

We recently requested and received permission to apply for a Department of Health and Senior Services (DHSS), Office of Dental Health (ODH) grant with the intent to continue fluoridation of the drinking water for protection from tooth decay. The grant is for the replacement of the aged and deteriorating fluoridation system at the water filtration plant.

The system upgrade would completely replace the old system, which requires refilling day-use drums with hydrofluorosilicic (HFS) acid and is cumbersome and hazardous. The new system's modern design and new equipment would provide double-wall containment to prevent liquid spills and a closed system to prevent the release of hazardous gases, making the process much safer and stream-lined for the plant operators. A digital scale and new metering pumps would provide accurate measurement of HFS acid dispensed into the water supply.

ODH has presented a contract for our acceptance of the grant and has agreed to reimburse the Sedalia Water Department the entire cost of \$16,634.00 to replace the old system with an automated, modern design and all new equipment. Hawkins Water Treatment Branch, out of Columbia MO, provided the lowest quote of \$16,634.00, which includes installation.

The contract will require the Sedalia Water Department to send a leading staff member, such as the chief operator, to a training course of a day or less, and to provide proof to ODH of adequate drinking water fluoridation for five years.

We are now requesting that council accept the grant.



PROGRAM SERVICES CONTRACT

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

Tracking # 58993	Contract Title: COMMUNITY WATER FLUORIDATION EQUIPMENT REPAIR AND REPLACEMENT	
Contract Start:	Contract End: 9/30/2026	Questions/Please Contact: PROCUREMENT UNIT @ (573)751-6471
Contract #:	Amend #: 00	

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor) CITY OF SEDALIA-WATER DEPARTMENT	
DOING BUSINESS AS (DBA) NAME	
MAILING ADDRESS 111 WEST 4TH STREET P O BOX 180	
CITY, STATE, and ZIP CODE SEDALIA MO 65301	
REMIT TO (PAYMENT) ADDRESS (if different from above)	
CITY, STATE, and ZIP CODE	
CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
TAXPAYER ID NUMBER (TIN) *****	UEI NUMBER
CONTRACTOR'S AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE

Community Water Fluoridation Equipment Repair and Replacement

1. PURPOSE AND GLOSSARY

1.1 Purpose

- 1.1.1 The purpose of this contract is to maintain and/or improve the oral health of Missourians through the population health strategy of community water fluoridation. Water systems play a critical role in maintaining optimal fluoride levels in communities and this contract enables them to continue the practice of community water fluoridation in their service area and community.

1.2 Glossary of Terms and Acronyms:

- 1.2.1 Whenever the following terms and acronyms appear in the document, the definitions or meanings described below shall apply.

1.2.2 General Glossary, Acronyms, and Abbreviations:

- a. **Agency and/or State Agency/Department** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased. The Department is also responsible for payment, unless otherwise specified herein. Note: The terms “Department”, “state agency”, “state”, and “State of Missouri” are used interchangeably throughout the document and have the same meaning.
- b. **Amendment** means a written, official modification to a solicitation or contract.
- c. **Attachment** applies to all documents which are included herein to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Procurement officer** means the procurement staff member of the Department.
- e. **Code of State Regulation (CSR)** contains the current administrative rules of executive agencies of Missouri government. The regulations are arranged by agency rather than by subject.
- f. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- g. **Contractor** means a Supplier, bidder, person, or organization who enters into a contract.
- h. **Exhibit** applies to forms which are included herein for the Vendor to complete and submit.

- i. **May** means that a certain feature, component, or action is permissible, but not required.
- j. **Must** means that a certain feature, component, or action is a mandatory condition.
- k. **Party** refers to either the State of Missouri or the Contractor as an entity that may enter into a contract pursuant to the terms herein.
- l. **Reasonable, Necessary or Proper** as used herein shall be interpreted solely by the State of Missouri.
- m. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of the Department.
- n. **Shall** has the same meaning as the word must.
- o. **Should** means that a certain feature, component and/or action is desirable but not mandatory.
- p. **State** collectively referring to the state government and/or the agencies thereof.
- q. **Supplier** has the same meaning as the word, Contractor.
- r. **Vendor** has the same meaning as the word, Contractor

1.2.3 Department Glossary:

- a. **Community water fluoridation (CWF)** is the controlled adjustment of fluoride in a public water supply to the optimal concentration needed to prevent tooth decay in members of a community.
- b. **Fluoridation equipment** is the equipment needed to provide CWF including but not limited to dosing pumps, fluoridation scales, day tanks, break tanks, bulk tanks, colorimeter, spectrophotometer, testing supplies, fluoride analyzer, programmable logic controllers, fluoride additive, safety equipment, etc.
- c. **Engineering services** are services provided to meet the Department of Natural Resources regulatory requirements.

**** END OF PURPOSE AND GLOSSARY SECTION ****

2. SCOPE OF WORK SECTION

2.1 General Requirements:

- 2.1.1 The contract amount shall not exceed \$16,634.00 for the period of date of award through September 30, 2026.
- 2.1.2 The Contractor shall provide community water fluoridation equipment repair and replacement for the Department of Health and Senior Services in accordance with the provisions and requirements stated herein and to the sole satisfaction of the Department.
- 2.1.3 The Contractor shall either provide the services directly or shall provide a person/personnel who must comply with the requirements stated herein. Therefore, references to “the Contractor” throughout this document shall also be deemed to include the person/personnel provided by the Contractor.
- 2.1.4 The Contractor shall comply with applicable Federal Funds Requirements, as amended by the federal government, which may include some or all of the paragraphs contained in Attachment A, Certifications and Special Provisions, which is attached hereto and incorporated by reference as if fully set forth herein, or other requirements identified by the federal government.
- 2.1.5 After the award, unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Office of Dental Health
Program Contact: Gwen Sullentrup
Address: 930 Wildwood Dr., Jefferson City, MO 65109
Phone: 573-526-1563
Email: oralhealth@health.mo.gov

2.2 Deliverables and Outcomes:

- 2.2.1 The Contractor shall execute the Department-approved workplan to ensure consistent fluoridation of the community water supply.
- 2.2.2 The Contractor shall have all approved equipment ordered before August 31, 2026. The Contractor shall provide documentation showing the order date for items purchased through this contract to the Department.

- 2.2.3 The Contractor shall welcome Department staff for onsite visits at a time and date that is mutually agreeable to both parties.
- 2.2.4 The Contractor's lead water operator shall complete Department provided water fluoridation training during the contract year. This may be an in-person or virtual training.
- 2.2.5 The Contractor shall maintain compliance with all Department of Natural Resources (DNR) regulatory requirements, including providing quarterly test samples, and all local and state statute requirements during and after changes have been made to the water system.
- 2.2.6 The Contractor shall provide the Department with the daily fluoride test results as contained on the monthly operating reports or well logs for a minimum of five (5) years. The Contractor shall email the monthly operating report or well log to the Department no later than the fifteenth (15th) of the month following the month in which the tests were conducted. The Department will use the daily fluoride test results for public health data collection and reporting.
- 2.2.7 Once the Department approved workplan is completed, the contractor shall maintain the level of fluoride in the water system within the recommended operating range of 0.6 to 1.0 milligrams per liter, targeting for the optimal level of 0.7 milligrams per liter.
- 2.2.8 The Contractor shall maintain the water fluoridation and testing equipment to keep the fluoridation system operational beyond the contract period for a minimum of five (5) years, unless required to stop by federal, state or local statutes.
- 2.2.9 The Contractor shall complete a Department provided final report, within 30 days of the workplan completion. The report shall include pictures of the work that occurred in the treatment or distribution or well house through the contract and all back-up equipment and supplies purchased.

2.3 Other Recordkeeping Requirements:

- 2.3.1 **Publicity:** Any publicity release mentioning contract activities shall reference the contract number and the state agency. Any publications, including audiovisual items produced with contract funds, shall give credit to the contract and the state agency. The Contractor shall obtain approval from the state agency prior to the release of such publicity or publications.

- a. Notwithstanding subparagraph 1 of this section, in the event the Contractor is a university and intends to create a scholarly publication using materials created for the Department under this project, the Contractor shall provide the Department with the opportunity to review and to provide comment on the proposed publication. At the Department's request, Contractor will insert a disclaimer in any publication that says the publication does not necessarily reflect the views or opinions of the Department. Any such publication created by the Contractor shall contain acknowledgment of the Department's sponsorship as required by 48 CFR § 52.227-14(c).
- 2.3.2 If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.
- 2.3.3 **Monitoring:** The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.
- a. If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following:
 - 1) withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period;
 - 2) requiring additional, more detailed financial reports or other documentation; additional project monitoring;
 - 3) requiring the Contractor to obtain technical or management assistance; or
 - 4) establishing additional prior approvals from the Department.
 - b. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.
- 2.3.4 **Retention of Records and Documents:** Unless specified in writing as a shorter period of time, the Contractor shall preserve and make available with no limitation all books, documents, papers, and records involving transactions related to the contract for a period of ten years from the date of the cancellation, expiration, or termination of the

contract. Records and supporting documentation under audit or involved in litigation shall be kept for two years following the conclusion of the litigation or audit. During the contract period, access to these items shall be provided through a vehicle specified by the state agency. During the post contract period delivery and access to these items shall be at no cost to the state agency.

2.3.5 Records: The Contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with accepted standard accounting principles or International Financial Reporting Standards (IFRS).

- a. Once annually, or otherwise as reasonably required by the state, the Contractor shall make all such records, books, and other documents relevant to the contract available to the state, its designees, and the Missouri State Auditor in a commercially reasonable format acceptable to the state at all reasonable times during the term of the contract and for five (5) years after the cancellation, expiration, or termination of the contract or for any longer period of time required by law. The state will provide a minimum of fourteen (14) calendar days' notice and will coordinate with the Contractor regarding the scope of the audit.
- b. The Contractor shall permit the Missouri State Auditor's Office, federal auditors and authorized representatives of the State of Missouri to perform an independent audit or examine, copy, or investigate any of the Contractor's records, procedures, books, documents, papers, and records recording receipts and disbursements of any of the funds paid to the Contractor only for services performed under the contract. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented. Any audit exception noted by auditors shall not be paid by the state and shall be the sole responsibility of the Contractor. However, the Contractor may contest any such exception by any legal procedure.
- c. The state shall not designate any individual, entity, or firm to conduct the audit that is a competitor of the Contractor. Any audit conducted or records reviewed under this provision shall be limited to services provided to State of Missouri and shall not require the Contractor to disclose information pertaining to any other customer or client of the Contractor.
- d. The services required herein are not intended to be an audit, examination, attestation, special report or agreed-upon procedures engagements as those services are defined in the American Institute of Certified Public Accounts (AICPA) literature applicable to such engagements conducted by independent

auditors. Accordingly, these services shall not result in the issuance of a written communication to third parties by the Contractor directly reporting on financial data or internal control or expressing a conclusion or any other form of assurance. The Contractor shall maintain a copy of the work products for documentation purposes for the AICPA.

2.4 Budget and Allowable Costs:

- 2.4.1 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the budget categories stated in Attachment B, which is attached hereto and incorporated by reference as if fully set forth herein.
- 2.4.2 The Department reserves the right to reallocate or reduce contract funds at any time during the contract period due to underutilization of contract funds or changes in the availability of program funds. The Department will provide the Contractor with thirty (30) days prior written notification of any reallocation.
- 2.4.3 The Contractor shall follow competitive procurement practices.

2.5 Electronic Funds Transfer, Invoicing, and Payment Requirements:

- 2.5.1 Electronic Funds Transfer (EFT): The State of Missouri will submit contract payments to the Contractor at the remittance address listed in the Contractor's MissouriBUYS (WebProcure/Proactis) Vendor registration. However, the Contractor understands and agrees the state reserves the right to make contract payments to the Contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the Contractor must verify and update, if applicable, their Vendor registration with their current remittance address and ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.
- 2.5.2 Invoicing: The Contractor shall submit itemized invoices quarterly. Invoices shall be due by the fifteenth (15th) day of the month following the quarter in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the state agency.
 - a. The Contractor shall invoice the Department on the Contractor's original descriptive business invoice form and submit the invoice and reports electronically to: OralHealth@health.mo.gov.

- b. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice and shall include on the invoice the remittance address listed in the Contractor's MissouriBUYS (WebProcure/Proactis) Vendor registration.
- c. The Contractor shall submit back-up documentation (third-party vendor invoices, a copy of the check if paid by check, etc.) with each invoice.
- d. The invoice number will be listed on the state's EFT amendment record to enable the Contractor to properly apply state payments to invoices. The Contractor must comply with all other invoicing requirements stated herein.
- e. The Contractor shall not invoice federal or state taxes unless otherwise required under law or regulation.

2.5.3 Payment:

- a. Payments are due upon receipt of a valid itemized invoice, payable in 30 calendar days. All invoices for supplies and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- b. The Contractor shall submit the final itemized invoice within fifteen (15) calendar days after the contract ending date. The Department shall have no obligation to pay any invoice submitted after the due date.
- c. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- d. The Contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at <https://www.Vendorservices.mo.gov/Vendorservices/Portal/Default.aspx>.

2.5.4 If the state agency denies a request by the Contractor for payment or reimbursement, the state agency will provide the Contractor with written notice of the reason(s) for denial.

2.5.5 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to

the United States government, the Department may withhold payment or reject invoices under this contract.

- 2.5.6 If the Contractor is overpaid by the state agency the Contractor, upon notification by the state agency, shall provide the state agency (1) with a check payable as instructed by the state agency or (2) deduct the overpayment from the invoice(s) as requested by the state agency.
- 2.5.7 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at <https://www.Vendorservices.mo.gov/Vendorservices/Portal/Default.aspx>. The CFDA name is available at <https://sam.gov/content/assistance-listings>.
- 2.5.8 Other than the payments and reimbursements specified in the contract, no other payments or reimbursements shall be made to the Contractor.

******END OF SCOPE OF WORK SECTION******

3. TERMS AND CONDITIONS SECTION

3.1 Applicable Laws and Regulations:

3.1.1 The contract shall be construed according to the laws of the State of Missouri. The Contractor and the State of Missouri must follow all applicable federal, state, and local laws and regulations that apply to the performance of the contract. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the Contractor and Department.

3.2 Non-Discrimination and Affirmative Action:

3.2.1 The Contractor must comply with applicable federal and state laws and regulations addressing discrimination in employment.

3.3 Americans with Disabilities Act:

3.3.1 In connection with the furnishing of equipment, supplies, and/or services under the contract, the Contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA), ADA is 42 U.S.C. section 1201, et seq.

3.4 Business Registration:

3.4.1 The Contractor must meet the requirements for conducting business in the State of Missouri, prior to performance of services under the contract, and for the duration of the contract. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Such business requirements for formation and operation include, but are not limited to, those in Chapters 347-359, RSMo.

3.5 Elected or Appointed Officials and Employees:

3.5.1 Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

3.6 Indemnification:

3.6.1 Unless expressly provided by Missouri law to the contrary, pursuant to the Constitution of the State of Missouri, Article III, section 39, subsections 2 and 5, the state shall not indemnify, hold harmless, or agree in advance to defend, any person or entity.

3.7 Legal Proceedings:

3.7.1 For any legal action or other proceedings, per section 27.050 and section 27.060, RSMo, the Missouri Attorney General is given the authority to represent the State of Missouri's interests. The venue for any legal proceeding relating to or arising out of the contract shall be in circuit court for Cole County, Missouri or the United States District Court for the Western District of Missouri, Central Division.

3.7.2 The Contractor and the state agree that if a dispute concerning the contract arises that the parties shall make an attempt to resolve the dispute through informal methods before initiating litigation.

3.7.3 The State of Missouri does not agree to any arbitration. The State of Missouri does not voluntarily agree to the payment of attorneys' fees. The state may, but is not required to, mediate any dispute arising under the contract, and any Vendor provisions requiring mediation or dispute resolution processes shall not be binding upon the state.

3.8 Invoicing and Payment:

3.8.1 Invoicing and payments must follow section 33.120, section 34.055, and section 8.960, RSMo. All payments shall be made in arrears, unless the requirements of 1 CSR 10-3.010 allow for advance payment of goods or services.

3.9 Non-Appropriation of Funds:

3.9.1 The Contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, have been withheld, or have been restricted, and the state shall not be liable for any costs associated with termination caused by lack of appropriations or authority to spend. This includes, but is not limited to, the provisions of the Mo. Const. Article IV, sections 23, 27, 28 and in sections 33.030 and 33.065, RSMo and 1 CSR 10-3.010 (1)(B).

3.10 Work Outside the United States:

3.10.1 Unless work outside the United States is prohibited, any work performed outside of the United States for the contract must comply with Executive Order 04-09.

3.11 Open Records:

3.11.1 Pursuant to section 610.021, RSMo, the contract and related documents are available for public review. Pursuant to section 610.021, RSMo, responses and related documents shall not be available for public review until after a contract is executed.

3.12 Record Access:

3.12.1 The Contractor shall grant the State Auditor access to records/items as stated in section 29.235, RSMo.

3.13 Taxes:

3.13.1 The Contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax. No contract shall be awarded to a Vendor that does not meet the conditions of section 34.040.7, RSMo.

*******END OF TERMS AND CONDITIONS SECTION*******

4. GENERAL CONTRACTUAL REQUIREMENTS SECTION

4.1 Contract Amendment:

4.1.1 All changes to the contract must be accomplished by a formal contract amendment executed by both the Contractor and the Department prior to the effective date of such change. No other means shall be used or construed as an amendment or modification to the contract.

4.2 Renewals:

4.2.1 The parties may renew the agreement for two (2) additional one-year periods if mutually agreed to by both parties. Such renewal shall be accomplished in writing and must be signed by both parties.

4.3 Termination for Convenience:

4.3.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Contractor if:

- a. State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or
- b. A change in federal or state law relevant to this contract occurs; or
- c. A material change of the parties to the contract occurs; or
- d. By request of the Contractor.

4.3.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice.

- a. The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.
- b. The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.

4.3.3 The Contractor shall be entitled to receive compensation for services and supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

4.4 Cancellation for Breach of Contract:

- 4.4.1 In the event of material breach of the contractual obligations by the Contractor, the Department may cancel the contract. At its sole discretion, the Department may give the Contractor an opportunity to cure the breach or to explain how the breach will be cured. As specified by the Department, the actual cure must be completed within no more than ten (10) state business days from notification, or at a minimum the Contractor must provide the Department within ten (10) state business days from notification a written plan detailing how the Contractor intends to cure the breach.
- 4.4.2 If the Contractor fails to cure the breach or if circumstances demand immediate action, the Department will issue a notice of cancellation terminating the contract immediately. If it is determined the Department improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- 4.4.3 If the Department cancels the contract for breach, the Department reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Department deems appropriate and charge the Contractor for any additional costs incurred thereby.
- 4.4.4 The Contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated or where the funds are withheld by the governor, and the state shall not be liable for any costs associated with termination caused by lack of appropriations or due to the governor's withholding.

4.5 Contractor Liability:

- 4.5.1 The Contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the Contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the Contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
 - a. The Contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor under the terms of the contract.

- b. The Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- c. Under no circumstances shall the Contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the Contractor is informed of their possibility.

4.6 Insurance:

- 4.6.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.
- 4.6.2 In the event any insurance coverage is cancelled, the state agency must be notified at least thirty (30) calendar days prior to such cancellation.

4.7 Single Point of Contact and Responsibility:

- 4.7.1 The Contractor shall be the single point of contact and shall be responsible for the contract regardless of any subcontract arrangements.

4.8 Contractor Status:

- 4.8.1 The Contractor shall be considered an independent Contractor and shall not represent itself, its employees, or its subcontractors to be employees of the State of Missouri. The Contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc.

4.9 Subcontractors:

- 4.9.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the Contractor.
- 4.9.2 The Contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- 4.9.3 The Contractor shall understand and agree that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the Contractor of the responsibility for providing the products/services as described and set forth herein.
- 4.9.4 The Contractor shall be responsible for ensuring that any subawardee(s) and/or subcontractor(s) are appropriately qualified and licensed or certified, as required by state, federal or local law, statute, or regulation, respective to the services to be provided through this contract. The Contractor shall make documentation of such licensure or certification available to the Department upon request.
- 4.9.5 The Contractor shall notify all subawardee(s) and/or subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles, other applicable federal rules and regulations, and funding source information as included herein.

4.10 Coordination:

- 4.10.1 The Contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the Contractor progresses, advice and information on matters covered by the contract shall be made available by the Contractor to the state agency throughout the effective period of the contract.

4.11 Confidentiality and Security Documents:

- 4.11.1 Neither party shall disclose or use any confidential information of the other party, except as reasonably necessary to perform its obligations or to exercise its rights pursuant to the contract or with the other party's prior written permission.
- 4.11.2 If required by the state, the Contractor must sign specific documents regarding confidentiality, security, or other similar documents that align with the confidentiality and security terms in the contract upon request, concerning the services provided for in the contract, and are consistent with the terms of the contract. The Contractor shall have the opportunity to review, discuss, and approve the documents the Contractor must sign prior to signature. The Contractor shall ensure that its personnel, its subcontractors, and its subcontractors' personnel adhere to the confidentiality and security required by the contract. Failure of the Contractor to sign such documents absent a good faith basis may be considered a breach of contract and subject to the cancellation provisions of this document.
- 4.11.3 The Contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the state agency or that the Contractor establishes as a result of contract activities. The contents of such records shall not be disclosed to anyone other than the state agency and the patient/client or the patient's/client's parent or legal guardian unless such disclosure is required by law.
- a. The Contractor assumes liability for all disclosures of confidential information and breaches by the Contractor and/or the Contractor's/provider's subcontractors and employees.
 - b. The Contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations promulgated under HIPAA, including but not limited to the Federal Standards for Privacy of Individually Identifiable Health Information (45 CFR Parts 160 and 164, the "Privacy Rule"), the Security Standards for the Protection of Electronic Protected Health Insurance (45 CFR part 164, subpart C, the "Security Rule"), and Breach Notification for Unsecured Protected Health Information (45 CFR Parts 160 and 164, the "Breach Notification Rule").
- 4.11.4 The Contractor shall agree that the state agency utilizing the Contractor's services may be required to comply with 45 CFR 160 and 45 CFR 164, and that to achieve such

compliance, the Contractor must appropriately safeguard Protected Health Information (as that term is defined in 45 CFR 164.501), which the Contractor receives from or creates or receives on behalf of the state agency. In such situations and to provide reasonable assurance of appropriate safeguards, the Contractor shall be required to sign a Business Associate Agreement provided by the using state agency.

4.11.5 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.1. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri Law.

4.12 Force Majeure:

4.12.1 Neither the state nor the Contractor shall be liable to the other for any failure or delay of performance of any obligations hereunder when such failure or delay shall have been wholly or principally caused by acts or events beyond the state's or Contractor's reasonable control. Both parties shall make all reasonable efforts to remove or eliminate such a cause of delay or default. Any party must give written notice of any Force Majeure event to the other party within a reasonable time period after its occurrence in order to receive the liability protections of this paragraph.

4.13 Actions, Suits, or Proceedings:

4.13.1 The Contractor must notify the State of Missouri immediately if the Contractor becomes aware of any action, suit, or proceeding, pending or threatened that will have a material adverse effect on Contractor's ability to fulfill the obligations under the contract. The Contractor's public filings with the United States Securities and Exchange Commission (SEC) shall meet the notice requirement set forth herein.

4.13.2 Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the Department immediately.

4.14 Conflict of Interest:

4.14.1 The Contractor agrees that during the term of the contract neither the Contractor nor any of its employees or subcontractors shall acquire any other contractual relationships which create any actual or perceived conflict of interest.

4.15 Remedies and Rights:

- 4.15.1 No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future contractual right and/or contractual remedy available by law in the event of any claim by the State of Missouri of the Contractor's default or breach of contract.
- 4.15.2 The Contractor understands and agrees that the contract shall constitute an assignment by the Contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the Contractor in the fulfillment of the contract with the State of Missouri.
- 4.15.3 The Contractor understands and agrees that the state reserves the right to consider the Contractor's failure to perform requirements and commitments specified in the contract in future procurement evaluations.

4.16 Communications and Notices:

- 4.16.1 Any notice to the Contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail, or hand-carried and presented to an authorized employee of the Contractor.

4.17 Survivability of Terms:

- 4.17.1 The contractual provisions as to definitions, indemnity, warranties, confidentiality, ownership, transition, data, security, examination and auditing, third party use, licenses, liability, insurance, governing law, venue, remedy, and assignment shall survive any payment for goods and services, expiration, termination or cancellation of the contract, and shall continue in full force and effect.

******END OF GENERAL CONTRACTUAL REQUIREMENTS SECTION******

5. SUBMISSION INFORMATION SECTION

5.1 Compliance with Requirements, Terms and Conditions:

5.1.1 The Contractor is cautioned when submitting pre-printed terms and conditions or other types of material to ensure such documents do not contain terms and conditions that conflict with those herein and the contractual requirements.

5.1.2 Business Compliance Requirements: Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits, Contractors are encouraged to IMMEDIATELY begin securing these verifications. In order to be considered eligible for award of a contract, the Contractor must be in compliance with the laws regarding conducting business in the State of Missouri and provide the applicable documentation prior to the award of a contract. Contractor's failure to complete the pre-work necessary for submission of completed business compliance exhibits identified below prior to submission may result in delays for the award of a contract. In order to verify the Contractor's compliance, the state will review the Contractor's response to the following Business Compliance Exhibits:

- a. General Business Compliance - The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor certifies by signing the signature page that the Contractor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. Likewise, the Contractor shall remain in compliance with such laws for the duration of the resulting contract. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
 - 1) Taxes (e.g., city/county/state/federal)
 - 2) State and local certifications (e.g., professions/occupations/activities)
 - 3) Licenses and permits (e.g., city/county license, sales permits)
 - 4) Insurance (e.g., worker's compensation/unemployment compensation)
- b. Each response will be reviewed for business compliance with the laws regarding conducting business in the state of Missouri.

******END OF SUBMISSION INFORMATION SECTION******

ATTACHMENT A
CERTIFICATIONS AND SPECIAL PROVISIONS

The Contractor shall comply with applicable Federal Funds Requirements, as amended by the federal government, which may include some or all of the paragraphs contained in herein.

1. Federal Debarment and Suspension (Executive Orders 12549 and 12689) - The Contractor certifies by signing the front page of this document that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal Department or agency pursuant to 2 CFR Part 180, or any other applicable law.
2. Applicable Laws and Regulations and Public Policy Requirements - In performing its responsibilities under the contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR, Chapter 1, Chapter, II, Part 200, et al.), as applicable, including any subsequent amendments.
 - a. The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through the contract. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination.
3. Stevens Amendment - The Contractor shall not issue any statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal funds without the prior approval of the state agency, and the Contractor shall clearly state the following:
 - a. The percentage of the total costs of the program or project that will be financed with federal money;
 - b. The dollar amount of federal funds for the project or program; and
 - c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
4. Publicity - Any publicity releases and publications mentioning contract activities shall reference the contract number and the state agency. The Contractor shall obtain approval from the state agency prior to the release of such publicity release or publications.

- a. Notwithstanding subparagraph 1 of this section, in the event the Contractor is a university and intends to create a scholarly publication using materials created for the Department under this project, the Contractor shall provide the Department with the opportunity to review and to provide comment on the proposed publication. At the Department's request, Contractor will insert a disclaimer in any publication that says the publication does not necessarily reflect the views or opinions of the Department. Any such publication created by the Contractor shall contain acknowledgment of the Department's sponsorship as required by 48 CFR § 52.227-14(c).
5. Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements - The Contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements" and any implementing regulations, as applicable.
 6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Certification Regarding Lobbying - The Contractor shall comply with all requirements of 31 U.S.C. 1352 that is incorporated herein as if fully set forth.
 - a. The Contractor certifies by signing the first page of the document that no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. The Contractor certifies that no funds under the contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State or local legislature or legislative body. The Contractor shall not use any funds under the contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
 - c. The Contractor certifies that no funds under the contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed, or pending before the Congress, or any State, local

legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.

- d. The above prohibitions include any activity to advocate or promote any proposed, pending, or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - e. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - 1) The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
 - a) Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
 - 2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.
7. Drug Free Workplace Act - The Contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor shall report any conviction of the Contractor's personnel under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. A report of a conviction shall be made to the state agency within five (5) working days after the conviction. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services
Division of Administration, Grants Accounting Unit
P.O. Box 570
Jefferson City, Missouri 65102-0570

8. Pro-Children Act - The Contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081).
 - a. The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds.
 - 1) The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
 - b. The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.
 - c. The Contractor shall require the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly.
 - d. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1,000.00 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
9. Contractor Whistleblower Protections:
 - a. The Contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a Contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for

“whistleblowing”. In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

- b. The Contractor’s employees are encouraged to report fraud, waste, and abuse. The Contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
- c. The Contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

10. Human Rights and Affirmative Action:

- a. The Contractor shall comply with all federal and state statutes, regulations, and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to the following:
 - 1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) that prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act that prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
 - 2) Equal Pay Act of 1963 (P.L. 88-38, as amended, 29 U.S.C. Section 206(d));
 - 3) Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) that prohibits discrimination on the basis of sex;
 - 4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), and Americans with Disabilities Act Amendments Act of 2008 (Public Law 110-325, “ADAAA”) which prohibit discrimination on the basis of disabilities;
 - 5) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) that prohibits discrimination on the basis of age;
 - 6) Genetic Information Non-Discrimination Act (GINA)

- 7) Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements; and
 - 8) The requirements of any other nondiscrimination federal and state statutes, regulations, and executive orders that may apply to the services provided via the contract.
- b. In connection with the furnishing of equipment, supplies, and/or services under the contract, the Contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the Contractor or subcontractor employs at least 50 persons, the Contractor shall have and maintain an affirmative action program that shall include:
- 1) A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
 - 2) The identification of a person designated to handle affirmative action;
 - 3) The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
 - 4) The exclusion of discrimination from all collective bargaining agreements; and
 - 5) Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.
- c. If discrimination by a Contractor is found to exist, the Division of Purchasing shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Division of Purchasing until corrective action by the Contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

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11. Clean Air Act and Federal Water Pollution Control Act - The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*).

Budget

Supplies					\$ 13,664.00
	Description/Classification	Quantity	Unit Price	Total	
1	Force Flow G-2 Scale Indicator	1	\$ 1,725.00	\$ 1,725.00	
2	Force Flow power cord	1	\$ 45.00	\$ 45.00	
3	Force Flow platform scale	1	\$ 4,300.00	\$ 4,300.00	
4	Dual wall tank	1	\$ 3,150.00	\$ 3,150.00	
5	tubing, fittings, plcs, etc.	1	\$ 1,419.00	\$ 1,419.00	
6	Stenner pump	2	\$ 1,350.00	\$ 2,700.00	
7	2 quart break tank	1	\$ 325.00	\$ 325.00	
Other Miscellaneous Expenses					\$ 2,970.00
	List Expenses	Quantity	Unit Price	Total	
1	Installation	1	\$ 2,970.00	\$ 2,970.00	
Contract Total					\$ 16,634.00

Budget Narrative/Justification	
Supplies	Purchase of new portable analyzer and reagents for water fluoridation.
Other Miscellaneous Expenses	Installation

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SEDALIA FIRE DEPARTMENT TO SUBMIT AN ASSISTANCE TO FIREFIGHTERS GRANT APPLICATION.

WHEREAS, the City of Sedalia, Missouri, Sedalia Fire Department is applying for grant funds through an Assistance to Firefighters Grant for the purchase of hazardous material equipment. It is a 90/10 grant match.

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

Section 1. The City Administrator is hereby authorized to sign the grant application for Assistance to Firefighters grant funds 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 complete the project within the time period identified on the signed project agreement.

Section 3. In the event a grant is awarded, the City of Sedalia will comply with all rules and regulations of the grant program, applicable Executive Orders and all state laws that govern the grant applicant during the performance of the project.

PASSED by the Council of the City of Sedalia, Missouri, this 1st day of June, 2026.

Presiding Officer of the Council

ATTEST:

Jason S. Myers
City Clerk

Sedalia Fire Department
DEPARTMENTAL MEMORANDUM
Office of the Fire Chief

To : City Administrator Matthew Wirt
From : Fire Chief Matthew Irwin
Date : May 27th, 2026
Ref : Assistance to Firefighters grant (AFG)

The Sedalia Fire Department is requesting a resolution to apply for the 2025 Assistance to Firefighters grant. This grant is a 90/10 match grant. The Sedalia fire Department would like to request funds for Hazardous Material equipment, to include suits, air monitoring, testing kits, etc. Currently the Sedalia Fire department has limited equipment to respond to and mitigate a hazardous material incident.

If awarded a grant there would need to be a budget amendment done in the future to address the matching funds.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF GRANTS FOR THE SEDALIA POLICE DEPARTMENT.

WHEREAS, the City of Sedalia, Missouri approves and accepts the terms of Missouri Department of Transportation Highway Safety and Traffic Division's Grants; and

WHEREAS, the City of Sedalia, Missouri accepts and approves the following grants for the Sedalia Police Department:

- **Impaired Driving - \$20,500.00 in DWI Enforcement overtime & \$6,000 for 2 conferences for DWI Unit**
- **Hazardous Moving Violations - \$45,000.00 in HMV enforcement overtime & \$4,800.00 for 2 conferences for traffic unit**
- **Distracted Driving - \$5,760.00 in overtime funds**
- **Dedicated HMV Enforcement Unit - \$138,496.00 for all aspects of fully funded officer**

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 acceptance of the Impaired Driving, Hazardous Moving Violations, Distracted Driving and Dedicated HMV Enforcement Unit grants by and between the City of Sedalia, Missouri and the Missouri Department of Transportation Highway Safety and Traffic Division in substantively the same form and content as they have been proposed.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 1st day of June 2026.

Presiding Officer of the Council

Approved by the Mayor of said City this 1st day of June 2026.

Traves Williams, Mayor

ATTEST:

Jason S. Myers
City Clerk



Sedalia Police Department
DEPARTMENTAL MEMORANDUM
Office of the Chief of Police

To : City Administrator Matthew Wirt

From : Chief David Woolery

Date : May 27th, 2026

Ref : Council Authorization to enter into contract with MODOT

The Sedalia Police Department has received four separate grants with the Missouri Department of Transportation listed below.

1. The Impaired Driving approved \$20,500 in DWI enforcement overtime and \$6,000 for two conferences for our DWI Unit. All Fully reimbursed if awarded.
2. The Hazardous Moving Violations contains \$45,000 in HVM enforcement overtime and \$4,800 for two (2) conferences for the traffic unit. All fully reimbursed if awarded.
3. The Distracted Driving request contains \$5,760 in overtime funds to hold quarterly enforcement campaigns in school zones and areas where distracted driving is particularly problematic. All fully reimbursed if awarded.
4. The Distracted HVM Enforcement Unit request \$138,496 contains all aspects of a fully funded officer for the Sedalia Police Department. This officer's job will be high visibility enforcement to reduce crashes and injuries, as well as crime, in our city. This request contains salary and benefits, along with a new patrol vehicle and associated equipment. If awarded all of this will be fully reimbursed.

These grants are part of the Sedalia Police Department's FY 2027 strategic plan for improved roadway safety. Staff recommends moving forward with the contract.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A QUIT CLAIM DEED FOR THE SALE OF PROPERTY COMMONLY KNOWN AS 320 NORTH QUINCY AVENUE FROM THE CITY OF SEDALIA, MISSOURI TO WILLIAM PARKS.

WHEREAS, The City of Sedalia, Missouri has received a proposal from William Parks to purchase property commonly known as 320 North Quincy Avenue for the sum and amount of Three Thousand Dollars (\$3,000.00) as contained in the quit claim deed attached hereto and incorporated by reference.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves the giving of a quit claim deed by the City of Sedalia, Missouri to William Parks for the conveyance of property commonly known as 320 North Quincy Avenue in substantially the same form and content as proposed.

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 1st day of June, 2026.

Presiding Officer of the Council

Approved by the Mayor of said City this 1st day of June, 2026.

Traves Williams, Mayor

ATTEST:

Jason S. Myers
City Clerk

Title of Document: **QUIT CLAIM DEED**

Execution Date of Document: _____, **2026**

Grantor's Name & Mailing Address: **City of Sedalia, Missouri, a Missouri municipal corporation, c/o City Administrator, 200 South Osage, Avenue, Sedalia, Missouri**

Grantee's Name & Mailing Address: **William Parks, 316 North Quincy Avenue, Sedalia, Missouri 65301**

Legal Description of Property located in Pettis County, Missouri:

320 North Quincy Avenue:

LOT FOURTEEN (14) IN BLOCK TWO (2) OF RITCHEY'S THIRD ADDITION TO THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI

Book/Page & Document Type Referred to in this Document: **N/A**

THIS INDENTURE made on the ____ day of _____, 2026 by and between **City of Sedalia, Missouri**, party of the first part and **William Parks**, party of the second part;

WITNESSTH, that the said party of the first part, in consideration of the sum ONE DOLLAR AND OTHER CONSIDERATIONS to it paid by the said party of the second part, the receipt of which is hereby acknowledged, do by these presents, Remise, Release and forever Quit-Claim under the said party of the second part, the following described lots, tracts or parcels of land lying, being and situated in the County of Pettis and State of Missouri, for public right-of-way purposes, to-wit:

SEE ABOVE LEGAL DESCRIPTION

TO HAVE AND TO HOLD the same, with all the rights, immunities, privileges and appurtenances thereto belonging unto said party of the second part and his successors and assigns forever; so that neither the said party of the first part nor its successors or assigns; nor any other person or persons, for it or in its name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A SPECIAL WARRANTY DEED FOR THE SALE OF PROPERTY COMMONLY KNOWN AS 421 NORTH MISSOURI AVENUE FROM THE CITY OF SEDALIA, MISSOURI TO ANESHA NICOLE SIMS.

WHEREAS, The City of Sedalia, Missouri has received a proposal from Anesha Nicole Sims to purchase property commonly known as 421 North Missouri Avenue for the sum and amount of Two Thousand Dollars (\$2,000.00) as contained in the contract for sale of real estate and special warranty deed attached hereto and incorporated by reference.

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

Section 1. The Council of the City of Sedalia, Missouri approves and accepts the terms as contained in the contract for sale of real estate in substantially the same form and content as proposed.

Section 2. The Council of the City of Sedalia, Missouri, hereby approves the giving of a special warranty deed by the City of Sedalia, Missouri to Anesha Nicole Sims for the conveyance of property commonly known as 421 North Missouri Avenue in substantially the same form and content as proposed.

Section 3. The City Administrator is authorized to accept said contract, sign said contract and deed and execute any and all closing documents on behalf of the City of Sedalia, Missouri and the City Clerk is hereby authorized and directed to file in his office the said contract and deed after recording said deed and ordinance with the Pettis County Recorder of Deeds.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 1st day of June, 2026.

Presiding Officer of the Council

Approved by the Mayor of said City this 1st day of June, 2026.

Traves Williams, Mayor

ATTEST:

Jason S. Myers
City Clerk

CITY OF SEDALIA, MISSOURI

COMMERCIAL REAL ESTATE SALE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of the _____ day of _____, 2026, by and between, the City of Sedalia, Missouri ("Seller"), a city of the third class dully existing under the laws of the State of Missouri and Anesha Nicole Sims ("Buyer"), collectively the "Parties."

WHEREAS, Seller owns real estate property consisting of a vacant lot, the address of which is 421 North Missouri Avenue, Sedalia, Missouri 65301 described in the Legal Description provided fully in Exhibit A of this Agreement;

WHEREAS, Buyer, desires to acquire said property and Seller is agreeable to selling the property to the Buyer;

NOW, THEREFORE, in consideration for the foregoing and of the mutual covenants and agreements contained herein, the parties hereto covenant and agree as follows:

1. The Property

The real property ("Property") consisting of a vacant lot, the address of which is 421 North Missouri Avenue, Sedalia, Missouri 65301.

Tax Parcel Information (i.e., "Parcel ID" or "Tax Map & Lot"): 108033413001000

The Legal Description of the Property is expressed fully in Exhibit A of this Agreement.

2. Transaction and Price

- a. Subject to the terms and conditions set forth herein, at the Closing, as defined below, Seller agrees to sell, assign, convey, transfer, and deliver to Buyer, and Buyer agrees to purchase and acquire from Seller, all of the rights, title, and interest that Seller has in and to the Property.
- b. This is an all cash transaction. No loan or financing of any kind is required in order for Buyer to purchase the Property from the Seller.
- c. The purchase price ("Purchase Price") for the Property shall be two thousand dollars (\$2,000.00).

3. Condition of Property

- a. The Parties agree and acknowledge, regarding the condition of the Property subject to this Agreement, that the Property is to be sold "as is" and that Seller makes no representations or warranties, either express or implied, as to the condition of the Property or any improvements thereon, as to the suitability or fitness of the Property or any improvements thereon.

- b. Notwithstanding, Seller shall advise Buyer of any substantial change in the condition of the Property prior to closing.

4. Property to be sold 'As-Is'

- a. The Parties agree that the Property is being sold as-is and that Seller makes no warranties, express or implied as to the fitness of the property for any specific purpose. Parties acknowledge that Seller has no knowledge about the past history of the Property and has made no representations about environmental issues, water issues, pest issues, or any other issues, and Buyer expressly waives any right to have any such disclosures.

5. Title

- a. Buyer may, at its own expense attain a title commitment ("Title Commitment") from a title company selected by the Buyer ("Title Company").
- b. Title shall be conveyed by special warranty deed, subject to conditions, zoning, restrictions, and easements of record, if any, which do not interfere with or restrict the existing use of property.
- c. Seller shall further release any liens it has on such property for past property maintenance abatement actions and forgive any amounts due for such actions prior to Closing.

6. Closing

- a. The closing of the transaction contemplated by this Agreement shall take place at a time and place to be mutually agreed upon by Buyer and Seller on a date agreed to by written agreement of the Parties ("Closing Date"). Any extension of the Closing Date must be agreed upon, in writing by the Parties.
- b. Payment of the Purchase Price shall be made by the Buyer to Seller at the time of Closing and in the form of cash or by cashiers' check payable to the City of Sedalia. Upon completion of the payment of the purchase price, Seller shall deliver to Buyer, possession of the Property and the deed.
- c. The Costs associated with the Closing of the Property shall be the responsibility of Buyer. The fees and costs related to the Closing shall include, but not be limited to, a title search (including the abstract and any owner's title policy), preparation of the deed, transfer taxes, recording fees, and any other costs by the title company that is in standard procedure with conducting the sale of a property.

7. Conveyance

- a. Upon performance by the Buyer of the closing obligations specified herein, the Seller shall convey title of the Property to the Buyer by the deed mentioned in Paragraph 5, including, but not limited to, oil, gas, and other mineral rights, subject only to building and use restrictions, easements, and restrictions of record, if any.

8. Seller's Warranties, Representations and Covenants

- a. As an inducement to Buyer to enter into this Agreement and to purchase the Property, Seller warrants, represents, and covenants to Buyer, as follows:
 - a. **AUTHORITY:** Seller: (i) is a Missouri City of the third class, lawfully constituted entity, duly organized, and validly existing, the laws in the State of Missouri; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Buyer in accordance with the terms and provisions of this Agreement.
 - b. **CONFLICTS:** The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Seller at the Closing, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, are consistent with and not in violation of, and will not create any adverse condition under any contract, agreement or other instrument to which Seller is a party, or any judicial order or judgment of any nature by which Seller is bound. At Closing, all necessary and appropriate action will have been taken by Seller authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Seller of the documents and instruments to be executed by Seller at Closing, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Property as contemplated herein.
 - c. **CONDEMNATION:** The Seller has received no notice of, nor is Seller aware of, any pending, threatened or contemplated action by any governmental authority or agency having the power of eminent domain, which might result in any part of the Property being taken by condemnation or conveyed in lieu thereof.

9. Buyer's Warranties, Representations and Covenants

- a. **AUTHORITY:** Buyer (i) is an individual; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Buyer in accordance with the terms and provisions of this Agreement.
- b. **PROJECT PROPOSAL:** Buyer represents and warrants that it will construct a single family residence on this property. Such construction is to begin within six (6) months from Closing Date. Buyer further covenants that in connection with the construction of the single family residence it will comply with all applicable building codes in effect at such time. Further, that during Buyer's ownership of this Property, the Property shall be maintained at all times in compliance with applicable property maintenance codes established by the City.

10. Seller's Purchase Option

- a. Seller shall retain an option, beginning Eighteen months after the Closing Date to purchase the Property back from the Buyer for the Purchase Price in the event that Buyer failed to comply with the provisions in section 9(b) herein.

11. Conflicts

- a. The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Buyer at the Closing, and the performance by Buyer of Buyer's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, are consistent with and not in violation of, and will not create any adverse condition under any contract, agreement or other instrument to which Buyer is a party, or any judicial order or judgment of any nature by which Buyer is bound. At Closing, all necessary and appropriate action will have been taken by Buyer authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Buyer of the documents and instruments to be executed by Buyer at Closing, and the performance by Buyer of Buyer's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Property as contemplated herein.

12. Seller's Default

- a. If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Seller's default or failure to perform hereunder, Buyer may, at Buyer's option and as its sole remedy, elect to either:
 - a. Specifically enforce the terms hereof; or
 - b. Terminate this agreement.

13. Buyer's Default

- a. If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Buyer's default hereunder, Seller shall be entitled, to its actual damages.

14. Closing Procedure

- a. Unless otherwise agreed or stated herein, the Closing shall be in accordance with the laws located in the State of Missouri,
- b. POSSESSION AND OCCUPANCY: The Seller will deliver possession and occupancy of the Property to the Buyer at Closing.
- c. COSTS: The Buyer will pay the Buyer's attorneys' fees, taxes, and recording fees on notes, mortgages, and financing statements and recording fees for the deed. The Seller will pay the Seller's attorneys' fees.
- d. DOCUMENTS: The Seller will provide: the deed.

15. Recording

- a. Buyer and Seller agree that before the recording of the deed can take place, funds provided shall be in one (1) of the following forms: cash, interbank electronic transfer, money order, certified check or cashier's check drawn on a financial institution located in the State of Missouri, or any above combination that permits the Seller to convert the deposit to cash no later than the next business day.

16. Binding Effect

- a. This Agreement shall be for the benefit of, and be binding upon, the Parties, their heirs, successors, legal representatives, and assigns, which, therefore, constitutes the entire agreement between the Parties. No modification of this Agreement shall be binding unless signed by both Buyer and Seller.

17. Severability

- a. In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

18. Governing Law

- a. This Agreement shall be interpreted in accordance with the laws in the State of Missouri ("Governing Law").

19. Entire Agreement

- a. This Agreement, together with any attached addendums or disclosures, shall supersede any and all other prior understandings and agreements, either oral or in writing, between the Parties with respect to the subject matter hereof and shall constitute the sole and only agreements between the Parties with respect to the said Property. All prior negotiations and agreements between the Parties with respect to the Property hereof are merged into this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party which are not embodied in this Agreement, and that any agreement, statement, or promise that is not contained in this Agreement shall not be valid or binding or of any force or effect.

IN WITNESS WHEREOF, the Parties have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

BUYER

SELLER

Anesha Nicole Sims

Date

City of Sedalia, Missouri _____
Date

Matthew Wirt, City Administrator

Attest: _____
Jason S. Myers, City Clerk

EXHIBIT A:

LEGAL DESCRIPTION OF THE PROPERTY SUBJECT TO THE AGREEMENT

421 North Missouri Avenue:

BEGINNING AT THE NORTHEAST CORNER OF LYONS ADDITION TO THE CITY OF SEDALIA, MISSOURI, SAID POINT BEING AT THE INTERSECTION OF THE SOUTH LINE OF COOPER STREET AND THE WEST LINE OF MISSOURI AVENUE, BOTH BEING PUBLIC STREETS IN THE CITY OF SEDALIA, MO., THENCE WESTERLY ALONG THE SOUTH LINE OF COOPER STREET, EIGHTY-FOUR (84) FEET; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF SAID MISSOURI AVENUE, SEVENTY-FIVE (75) FEET; THENCE EASTERLY PARALLEL WITH THE SOUTH LINE OF SAID COOPER STREET, EIGHTY-FOUR (84) FEET TO THE WEST LINE OF SAID MISSOURI AVENUE; THENCE NORTHERLY ALONG THE WEST LINE OF MISSOURI AVENUE, SEVENTY-FIVE (75) FEET, TO THE PLACE OF BEGINNING

Title of Document: **SPECIAL WARRANTY DEED**

Execution Date of Document: _____, 2026

This DEED, made and entered into by and between the **City of Sedalia, Missouri, a Missouri municipal corporation (“Grantor” or the “City”)**, whose address is c/o City Administrator, 200 South Osage, Avenue, Sedalia, Missouri; and **Anesha Nicole Sims, an individual (“Grantee”)**. Grantee’s mailing address is 1400 East 7th Street, Sedalia, Missouri 65301

Witnesseth, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged;

Grantor does hereby Sell and Convey to Grantee, and Grantee’s heirs and assigns, the following described real property in Pettis County, Missouri, to-wit:

Property commonly referred to as **421 North Missouri Avenue** and more fully described as:

BEGINNING AT THE NORTHEAST CORNER OF LYONS ADDITION TO THE CITY OF SEDALIA, MISSOURI, SAID POINT BEING AT THE INTERSECTION OF THE SOUTH LINE OF COOPER STREET AND THE WEST LINE OF MISSOURI AVENUE, BOTH BEING PUBLIC STREETS IN THE CITY OF SEDALIA, MO., THENCE WESTERLY ALONG THE SOUTH LINE OF COOPER STREET, EIGHTY-FOUR (84) FEET; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF SAID MISSOURI AVENUE, SEVENTY-FIVE (75) FEET; THENCE EASTERLY PARALLEL WITH THE SOUTH LINE OF SAID COOPER STREET, EIGHTY-FOUR (84) FEET TO THE WEST LINE OF SAID MISSOURI AVENUE; THENCE NORTHERLY ALONG THE WEST LINE OF MISSOURI AVENUE, SEVENTY-FIVE (75) FEET, TO THE PLACE OF BEGINNING

Said property is subject to zoning laws, ordinances and easements and restrictions of record.

To have and to hold the same, together with all rights, immunities, privileges, and appurtenances, unto Grantee and Grantee’s heirs and assigns, forever;

And the Grantor hereby covenants that it is lawfully seized of an indefeasible state in fee simple to these premises, and convey the same; that these premises are free from all encumbrances except as set forth above, and that Grantor will warrant and defend the title to these premises unto the Grantee, and

Office of the Mayor

TO: Members of City Council
FROM: Mayor Traves Williams
DATE: May 28, 2026
RE: New Appointments

I would like to make the following recommendations:

New Appointments:

BOARD/COMMITTEE	MEMBER	TERM
Citizens Traffic Advisory Commission		
	Don Huber	Replacing Sherry Broyles Three Year Term Term Ending 6/29
Public Library Board		
	Linda Jo Huber	Completing Dr. Kathryn Stanley-Dietzman's Term Term Expiring 6/30/28
Sedalia Main Streets Board of Directors		
	Michelle Swords	Replacing Kathi Smith Three Year Term Term Ending 1/29
Zoning Board of Adjustment		
	Cary Howerton	Replacing Mike Privitt Five Year Term Term Ending 6/31