Click on any agenda item to view the related documentation

City Council Meeting Agenda
Monday, August 17, 2026 – 6:30 p.m.
City Hall, 200 South Osage, Sedalia MO

MAYOR: TRAVES WILLIAMS **MAYOR PRO-TEM: TINA BOGGESS**

A. **CALL TO ORDER** – Mayor Williams – Council Chambers

B. **LEGISLATIVE PRAYER & PLEDGE OF ALLEGIANCE**

C. **ROLL CALL**

D. **PRESENTATION** – Stormwater Management Plan (Ryan Reece, Presenter)

E. **SERVICE AWARDS/SPECIAL AWARDS/RETIREMENT 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.

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 City Code. 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 – August 3, 2026

III. **REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES**
1. Acceptance of Planning & Zoning Commission minutes dated July 1, 2026.

IV. **ROLL CALL OF STANDING COMMITTEES**

A. **FINANCE / ADMINISTRATION** – Chairwoman Tina Boggess; Vice Chairwoman Cheryl Ames

1. Presentation – Insurance Renewal Workcomp/Liability/Property & Casualty (IMA, Presenter)

2. Presentation – Revenue Collection Trends (Jessica Pyle, Presenter)

3. Discussion – Amending Public Participation Ordinance

4. Amendment – Chapter 12, Article II – Division 8 of City Code – Electric Light & Power Tax

Council Discussion led by Chairwoman Boggess

BILL NO. 2026-96 Call for Ordinance Amending Chapter 12, Article II, Division 8 of the City Code of Sedalia regarding the electric light and power tax – Mayor Williams

Click on any agenda item to view the related documentation

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

1. Agreement – Construction Manager – Sewer Plant Project

Presentation – Update on CMAR selection (HDR, Presenters)

Council Discussion led by Chairwoman Franklin

BILL NO. 2026-97 Call for Ordinance Authorizing an agreement for Construction Manager at Risk for the Central Wastewater Plant Project – Mayor Williams

2. Issuance of Sewage System Revenue Bond – Series 2026 - $5,512,000.00

Council Discussion led by Chairwoman Franklin

BILL NO. 2026-98 Call for Ordinance authorizing the issuance of a Sewerage System Revenue Bond (State of Missouri-Direct Loan Program-Design Phase) Series 2026 in maximum principal amount of $5,512,000; Prescribing the form and details of the Bond; and Authorizing certain other actions and documents in connection therewith – Mayor Williams

3. Storm Sewer Line License Agreement – Project Area #2

Council Discussion led by Chairwoman Franklin

BILL NO. 2026-99 Call for Ordinance Authorizing a Storm Sewer Line License Agreement for Storm Drainage Improvements Project Area 2 – Mayor Williams

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

1. Budget Amendment – MCRS Grant Amendment Request

Council Discussion led by Chairman Robinson

R 2176 Call for Resolution of the City Council of the City of Sedalia, Missouri, stating facts and Reasons for the necessity to amend and increase the City's Annual Budget for Fiscal Year 2027 – Mayor Williams

BILL NO. 2026-100 Call for Ordinance Amending the Budget for the Fiscal Year 2026-2027 Regarding TAPCO Crosswalk System at Washington Elementary – Mayor Williams

2. Award Bid – Police Vehicle – W-K CDJR of Sedalia - $44,682.00

Council Discussion led by Chairman Robinson

BILL NO. 2026-101 Call for Ordinance Accepting a Bid for the purchase of a vehicle for the Sedalia Police Department – Mayor Williams

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

1. Sale of Property – 103 East Henry

Council Discussion led by Chairwoman Ames

BILL NO. 2026-102 Call for Ordinance approving a special warranty deed for the sale of property commonly known as 103 East Henry from the City of Sedalia, Missouri to Mrs. Vulindhela Larkins-Harrell – Mayor Williams

V. OTHER BUSINESS

A. APPOINTMENTS – None

Click on any agenda item to view the related documentation

B. LIQUOR LICENSES

New:
*Paige Shearer dba The Local Tap, 700 South Ohio, Special Event: Yeager's Bike Night, 3001 South Limit, August 29, 2026, 11:00 a.m. to 4:00 p.m. – $15.00

Renewals:
*Luis Pereiro dba Taqueria El Consteno LLC, 504 West 16th, Beer Only & Sunday Sales – $322.50

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), 12 (Negotiated Contracts) and 13 (Individually identifiable personnel records) 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

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

Microsoft Teams Need help?

Join: https://teams.microsoft.com/meet/266852896318329?p=z2DgSEwTJPQZG0SGTC

Meeting ID: 266 852 896 318 329
Passcode: Vu3Cj3bj

Need help? | System reference

Dial in by phone

+1 347-618-4825,,830603892# United States, New York City
Find a local number
Phone conference ID: 830 603 892#

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 AUGUST 14, 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

SEDALIA
Let's Cross Paths

To: Honorable Mayor Traves Williams, Mayor Pro Tem Tina Boggess & City Council Members
From: Matthew Wirt, City Administrator
Jason Myers, City Clerk
Re: Agenda items for City Council meeting on Monday, August 17th 6:30 p.m.

Presentation:

1. Staff will provide an overview of the City's Stormwater Management Plan.

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

1. IMA Corp., the City's insurance broker, will present information on the insurance renewal quote received from the City's current Carrier Travelers for 2026/2027 regarding Worker's Compensation, Liability, Property and Casualty. For the 2026-2027 renewal, total premium increased by 4%, while the overall rate impact remained below 1%, reflecting Travelers' continued commitment to delivering long-term value and pricing stability.

2. Finance Director Jessica Pyle will provide an update on revenue collection trends.

3. The Council will discuss the potential of amending the City's public participation ordinance, which governs the conduct during meetings.

4. The City submitted Proposition A to the registered voters residing within the City of Sedalia on the August 4, 2026 ballot. The proposition asked voters whether or not to modify the City's existing electric license tax by reducing the general rate from 5.00% to 4.75% while repealing the reduced tax rates currently applicable to certain large industrial customers. If approved by the voters, the 4.75% rate would apply to residential, commercial, and industrial electric consumption.

   Voters overwhelmingly passed the proposition by approximately 70%. This ordinance will amend City Code and enact the new rate and eliminate the reduced rate for certain large industrial customers.

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

1. Consideration of an ordinance authorizing an agreement for construction manager at risk for Central Wastewater Plant Consolidation Project. Staff, in coordination with HDR, the City's contracted engineering firm, issued a request for qualifications for a construction manager at risk (CMAR) for the Central Wastewater Plant consolidation project. The City received seven responses, and after reviewing the responses, staff selected four firms to advance to an interview phase. Each firm was interviewed and evaluated using a standardized score sheet that

considered the proposed project team, key personnel experience and qualifications, project approach, interview performance, and pricing.

Based on overall evaluation, Garney Companies, Inc. received the highest score and demonstrated the strongest overall combination of project team qualifications, relevant experience, project approach, and interview performance. Staff recommends award of the CMAR contract for the project to Garney Companies, Inc. of North Kansas City, Missouri.

HDR will be giving a short presentation to update the Council on the selection process for the CMAR.

2. This item is consideration of an ordinance authorizing the issuance of a Sewage System Revenue Bond (State of Missouri – Direct Loan Program – Design Phase), Series 2026, in a maximum principal amount of $5,512,000.

   This item relates to the wastewater treatment plant project discussed at the August 3rd council meeting during the presentation by HDR. To provide a cost-effective method of financing the planning and design phase of the project, the City desires to participate in the State of Missouri Clean Water State Revolving Fund Direct Loan Program administered by the Missouri Department of Natural Resources (MDNR) and the Clean Water Commission.

   The Clean Water Commission has approved a loan to the City, to be administered through MDNR, in an amount not to exceed $5,512,000. The loan will finance eligible planning and design costs associated with the wastewater treatment plant project. The City will draw funds as eligible project costs are incurred; therefore, the final amount borrowed may be less than the maximum authorized amount.

   This financing is for the planning and design phase of the project and does not represent the final financing for construction of the wastewater treatment plant improvements. It serves as interim financing to advance the project through design and toward construction. As the project moves into the construction phase, additional financing will be required. The structure and amount of that future financing will be determined as the project progresses and construction costs and available funding sources are finalized.

   To evidence the design-phase loan, the City must issue its Sewage System Revenue Bond (State of Missouri – Direct Loan Program – Design Phase), Series 2026, in a maximum principal amount of $5,512,000.

   The financing carries no interest, with the first payment currently scheduled for January 1, 2030. The final repayment schedule will be established following completion of funding and will be based upon the actual amount drawn by the City.

   Approval of the ordinance authorizes issuance of the bond and allows the City to utilize the State Revolving Fund financing to continue advancing the wastewater treatment plant project through the design phase.

3. Consideration of an ordinance authorizing a storm sewer line license agreement for storm drainage improvements Project Area #2. The City is currently proceeding with Storm

Drainage Improvements Project Area #2. As part of the proposed improvements, the project requires an underground crossing of the Katy Trail, which will consist of storm drainage piping installed beneath the trail to allow the proposed storm sewer system to be constructed using an open-cut process.

Because the Katy Trail is under the jurisdiction of the Missouri Department of Natural Resources, a storm sewer line license agreement is required to authorize the City's installation, operation, maintenance, repair, and replacement of the storm drainage piping beneath the Katy Trail. Staff recommends approval of the agreement with the Missouri Department of Natural Resources.

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

1. This item is for consideration of a resolution and budget amendment recognizing an amendment to a grant for the Sedalia SAFE Coalition that was applied for through the Missouri Coalition for Roadway Safety. The grant amount applied for was $10,006.02 for the purchase of a TAPCO interactive crosswalk system at Washington Elementary. Corporal Silvey received notification that the SAFE Coalition was awarded the amount of $6,000.00, which falls short of the projected expense by $4,002.06. Staff recommends approval of the budget amendment in the amount of $10,006.02, in which only $4,002.06 will be capital improvement funds to complete the purchase of the TAPCO crosswalk system to be installed at Washington Elementary.

2. Consideration of an ordinance accepting a bid for the purchase of a vehicle for the Sedalia Police Department. The FY27 approved budget included funding for a police vehicle to be reimbursed through a Missouri Highway Safety Grant. The Sedalia Police Department solicited bids for the vehicle and received one bid proposal from W-K Chrysler Dodge Jeep Ram of Sedalia in the amount of $44,682.00. Staff recommends acceptance of the bid from W-K Chrysler Dodge Jeep Ram for the purchase of the police vehicle. The vehicle will be fully marked and implemented in the Police Department's patrol fleet and dedicated to enforcement of traffic laws, specifically hazardous moving violations.

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

1. The ordinance up for approval is a Special Warranty Deed for the sale of a City-owned vacant lot located at 103 East Henry to Mrs. Vulindhela Larkins-Harrell for $5,000. The property will be conveyed as-is, meaning the City makes no warranties regarding the condition of the property or the title, and the purchaser accepts responsibility for conducting any desired inspections or due diligence. The purchaser intends to place a single-family residence on the property.

STORMWATER MANAGEMENT PLAN 2026 PERMIT RENEWAL

RYAN A. REECE, STORMWATER COORDINATOR

STORMWATER MANAGEMENT PLAN (SWMP) MO-R04C003

- MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4)
- ISSUED BY THE DEPARTMENT OF NATURAL RESOURCES
- LAST PERMIT ISSUED OCTOBER 5, 2021
- EXPIRES ON SEPTEMBER 30, 2026

STORMWATER MANAGEMENT PLAN (SWMP) MO-R04C003

- REQUIRED IF THERE IS A TOTAL POPULATION OF 10,000 AND A POPULATION DENSITY OF 1,000 PER SQUARE MILE

PER 10 CSR 20-6.200(D)24

- POPULATION OF SEDALIA ACCORDING TO THE 2020 CENSUS

14.22 SQUARE MILES

21,725 TOTAL POPULATION

1,528 PER SQUARE MILE

REVIEW

- REVIEW OCCURS AT LEAST ONCE PER PERMIT CYCLE

(AT LEAST ONCE EVERY 5 YEARS)

- UPDATING CONTACT INFORMATION AND INDIVIDUAL RESPONSIBILITIES
- ENSURING RELEVANCE AND ACCURACY OF DUTIES
- ACCURACY OF CONTENT

MINIMUM CONTROL MEASURES (MCM)

- **MCM1:** PUBLIC EDUCATION AND OUTREACH ON STORMWATER IMPACTS
- **MCM2:** PUBLIC INVOLVEMENT /PARTICIPATION
- **MCM3:** ILLICIT DISCHARGE DETECTION AND ELIMINATION
- **MCM4:** CONSTRUCTION SITE STORMWATER RUNOFF CONTROL
- **MCM5:** POST CONSTRUCTION STORMWATER MANAGEMENT
- **MCM6:** POLLUTION PREVENTION/GOOD HOUSEKEEPING FOR MUNICIPAL OPERATIONS

MCM1:
PUBLIC EDUCATION & OUTREACH

- TARGET AUDIENCES: CONTRACTORS/DEVELOPERS, LAWN CARE BUSINESS, RESIDENTS, MUNICIPAL EMPLOYEES
- SPEAK TO SCHOOLS AND PRESENT INFORMATION ON THE IMPACTS OF STORMWATER

MCM2:
PUBLIC INVOLVEMENT & PARTICIPATION

- STREAM CLEANUP EVENTS THROUGH STREAM TEAM

MCM3:

ILLICIT DISCHARGE DETECTION & ELIMINATION (IDDE)

- DISCHARGES FROM RESIDENTIAL OR COMMERCIAL FACILITIES THAT ARE NOT BEING HANDLED CORRECTLY
- DETECT THEM, ELIMINATE THEM
- REGULAR OBSERVATIONS OF CITY OUTFALLS DURING DRY AND WET WEATHER TO DETECT ABNORMALITIES
- 19 TOTAL OUTFALLS

MCM4:

CONSTRUCTION SITE STORMWATER RUNOFF CONTROL

- SEDIMENT IS THE MOST COMMON POLLUTANT
- BARE EXPOSED SOIL CAN ALLOW SEDIMENT TO ERODE AND BE DEPOSITED IN CREEKS AND STREAMS

MCM5: POST CONSTRUCTION STORMWATER MANAGEMENT

detroitstormwater.org

- PERMANENT SEDIMENT SETTLING BASINS AND OTHER STRUCTURES THAT REMAIN AFTER CONSTRUCTION IS COMPLETED
- DESIGNED TO SLOW STORMWATER AND ENCOURAGE INFILTRATION INTO THE GROUND

MCM6:
POLLUTION PREVENTION GOOD HOUSEKEEPING FOR MUNICIPAL OPERATIONS

- CITY FACILITIES
- CHEMICALS STORED WHERE THEY ARE NOT EXPOSED TO STORMWATER
- ACTIVITIES AND PRACTICES CONDUCTED WHERE THEY WILL NOT ADVERSELY IMPACT STORMWATER

QUESTIONS

Let's Cross Paths

CITY OF SEDALIA, MISSOURI
CITY COUNCIL MEETING
AUGUST 3, 2026

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

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The Council of the City of Sedalia, Missouri, met on August 3, 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:

Jack Robinson	Present	David Covington	Present
Cheryl Ames	Present	Bob Cross	Present
Lee Scribner	Present	Spencer Redford	Present
Tina Boggess	Present	Michelle Franklin	Present

Presentation – August 4 Ballot Question – Electric Tax

City Administrator Matthew Wirt provided information on Proposition A. The proposition asks voters whether to modify the City's existing electric license tax by reducing the general rate from 5.00% to 4.75% while repealing the reduced tax rates currently applicable to certain large industrial customers. If approved, the 4.75% rate would apply to residential, commercial, and industrial electric consumption.

Presentation – Update of Sewer Plant Project

Patrick Young, with HDR, provided an update on the Central Wastewater Treatment Plant and North Wastewater Plant Lift Station improvements project. The project started with permits for both facilities on March 31, 2021. In November 2022, Missouri Department of Natural Resources conducted an inspection and made the City aware of some deficiencies. In February 2024, a $60 Million Bond was approved by the Voters. An Administrative Order on Consent was issued by MDNR. The Bond allowed the City to seek funding through the State Revolving Fund at reduced interest rates however funding will require repayment. In addition to the Bond, the City has continued to seek Grant funding for the projects through the Water Quality Incentive Grant ($1.5M) and Emerging Contaminants Grant ($3.5M). Mr. Young stated in August 2025, a revised Facility Plan was submitted by the City which includes pumping flows from North to Central plant and expand the Central plant to accommodate those flows. HDR was retained in April 2026 to assist with planning, design and construction with a planned completion date of January 2029. Next steps include CMAR Procurement, approval of a Bridge Loan, Engineer will submit Basis of Design report August 28, and Phase 1 – Design and CMAR Preconstruction services and Phase 2 – Construction.

SERVICE AWARDS:

20 Year Pin/Certificate	Travis St. Cyr	Detective	Police
20 Year Pin/Certificate	John Simmons	Assistant Director of Parks	Park
20 Year Pin/Certificate	Daniel Shaw	Deputy Fire Chief	Fire
15 Year Pin/Certificate	Bradley Arnold	Corporal	Police
5 Year Pin/Certificate	Daniel Boone	Filtration Plant Op I	Water

Council Agenda

Police Chief David Woolery stated Detective Travis St. Cyr started working at the Police Department July 9, 2006 on Patrol for over three years before getting an opportunity to transfer into Investigations as a rotating detective. He worked with detectives for a year and a half before returning to Patrol another two years. On February 24, 2013, he acquired one of only two full-time detective positions and has been there for over 13 years. He is a computer voice stress analysis operator, new officer employee background investigator, member of Missouri Case Squad, and FBI Joint Counter Terrorism Task Force. Mr. St. Cyr has become the go to investigator for financial crimes and figuring out how to operate and download data from home surveillance systems. His contributions to the Investigative Bureau have earned him many awards and he is an integral part of the Police Department's investigative success.

Parks Director Amy Epple stated John Simmons has dedicated 20 years to the city. He served 18 of those years as Community Development Director and now as Assistant Director of Parks. He is always ready to lend a hand to coworkers and embodies a true passion for our city's history and its future, going above and beyond his role and showcasing his exceptional talent for grant writing. His selfless actions often go unnoticed as he consistently prioritizes the needs of others over seeking recognition. Over the past two years he has played a pivotal role in various projects including Memory Lanes, Liberty Stadium, and soon the revitalization of Centennial Pool and new playground at Liberty Park. His vision and leadership have truly transformed our community.

RETIREMENT AWARDS:

- John Comfort - Sergeant – Police– 26 Years 4 Months of service – Retired July 3, 2026. Mr. Comfort received a $350.00 Visa Gift Card as a retirement gift.

Police Chief David Woolery stated John Comfort started as a patrolman, promoted to sergeant, like many in the department do but he had certain skills and abilities that others did not. Mr. Comfort filled a hole in the agency that nobody else could. He was very skilled with software and hardware, helped on many projects and was integral in getting Police cars to standard.

Councilman Covington stated there was a passing next door to him and recognized the following officers for showing up promptly: Officer Mittelhauser, Officer Robertson, Officer DeVorss and Officer DeSalme.

SPECIAL AWARDS: None

GOOD & WELFARE:

Rene Vance, 19813 Tangle Nook Rd, stated the Senior Center's next fund raiser will be the Tenderloin Dinner on August 9, 2026, from 11am-1pm. Adults are $15.00 and children under six are $7.00. She also stated The Senior Center is short on drivers on Wednesdays and Fridays.

Sandy Jeffers, 816 W. 3rd, stated she would like to have a copy of the City of Sedalia's profit and loss. She added that a City Councilwoman approached the Sedalia Redevelopment Corporation to help fund a roof on Lincoln Hubbard Apartments. She asked if the owner knew about her going to City Council asking for a new roof and was told that they did not know about it. She expressed concerns about council voting on issues in closed session.

Harry Hoffert, 1408 S Barrett, stated he knows citizens can address Council, but the Ordinance still has not been put on the agenda for Council to discuss.

Debbie Covington, PO Box 965, stated it seems more and more business is being conducted in closed door than in public session. Closed session for Council has a legitimate purpose for certain legal and personnel matters but transparency should be the rule, not the exception. The public deserves to know as much as the law allows about the descisions affecting our city and about what is being made.

Ms. Covington stated she agreed with what is going on with matters involving a Councilwoman and MACO. When a Councilmember works for a company connected to City business the public has every right to expect complete transparency and for any potential conflicts of interests to be handled openly.

Ms. Covington stated she is concerned about the appointment of Carla Young to the Bothwell Regional Health Center Board. Our City boards should focus on serving the public and not becoming an extension of partisan politics. We need stability, transparency and board members focused on the hospital's mission and the community it serves and not political affiliations.

Ms. Covington asked why discussion is not on the agenda about repealing or changing the City's public comment restrictions. It has been a conversation but we have yet to see any conversation with Council.

UNFINISHED BUSINESS:

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

- The ordinance was initially presented to the City Council for discussion during the July 6, 2026 Council meeting. Following discussion, Council directed that the ordinance be placed on the July 20, 2026 agenda for formal consideration. The Council approved the ordinance amending Section 2-787 of City Code to establish procedures governing the placement and removal of items from City Council agendas and to clarify the order of business for regular City Council meetings. Pursuant to Section 77.270, RSMo., every ordinance adopted by the City Council is presented to the Mayor for consideration. The Mayor may approve the ordinance, return it to the Council with written objections (veto), or allow the ordinance to become law without a signature by taking no action within the time prescribed by law. The Mayor has indicated an intent to return this ordinance with written objections. Upon receipt of those objections, Missouri law requires the Council to reconsider the ordinance. Section 77.270, RSMo., provides that the Council shall consider the following question: "Shall the bill pass, the objections of the Mayor thereto notwithstanding?" A two-thirds vote of all members is required to override the Mayor's veto.

  Mayor Williams read the following objection: "The City Council was established in February of 1864. 162 years ago. I respectfully urge the Council to preserve the integrity of this chamber, and the Mayor's role in the order in which this City was established so many years ago. The agenda was put in place and set for the vision of the Mayor, and the wishes of the great people of Sedalia. By letting any member of the Council change, remove or add to the agenda, that was established over 162 years ago would be like changing our Constitution. The City of Sedalia had 50 different Mayors but now our Council would like to change the order of things. I question this chamber for even suggesting this at this point. But I believe that we should let the people of Sedalia decide how much control that our City Council should have over our agenda. Our Council role has always been to either approve or reject ordinance or bills not to set them or remove them."

  Councilman Covington stated as of now, the Mayor and City Administrator are authorized to put on and take off the agenda. If the Mayor is not present, the Mayor and City Administrator are able to communicate with each other and would place what the Mayor wants to see on the agenda and vice versa.

  Councilwoman Boggess asked how issues that are brought to each City Councilperson within their ward would get on the agenda if they do not approach the Mayor or City Administrator. Mayor Williams stated like they have talked before and it would be discussed in Closed Door so that everyone has an opportunity to decide if it is in the best interests of the City. Everyone should hear this being said for transparency's sake, not just somebody randomly going up there and deciding I'm going to put this because somebody in my neighborhood suggested that we put this on there.

Mayor Williams stated he just wants to keep the current structure in place, not alter anything, and keep it the way it has been.

Roll Call Vote: Voting "Yes" were Robinson, Ames, Scribner, Boggess, Covington, Cross, Redford and Franklin. No one voted "No". Bill No. 2026-81, Ordinance No. 12469 passed. Veto overridden.

MINUTES: The Council Meeting minutes of July 20, 2026 were approved on motion by Boggess, seconded by Scribner. All in Favor.

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES: None

ROLL CALL OF STANDING COMMITTEES:

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

- The Ordinance authorizes a temporary waiver of open container laws within the designated barricaded event area for the Downtown Sedalia Criterium bicycle race on Saturday, August 22, 2026. The waiver would apply only during the event from 2:00 p.m. to 10:00 p.m. and would permit event attendees to possess alcoholic beverages purchased from participating downtown establishments within the approved event boundaries. All other applicable liquor laws would remain in effect.

BILL NO. 2026-87, ORDINANCE NO. 12475 – AN ORDINANCE WAIVING THE REQUIREMENTS OF SECTION 4-3(A) OF THE CODE OF ORDINANCES OF THE CITY OF SEDALIA, MISSOURI AND IMPOSING OTHER CONDITIONS RELATING TO THE DOWNTOWN SEDALIA CRITERIUM EVENT ON SATURDAY, AUGUST 22, 2026 DURING THE HOURS OF 2:00 P.M. TO 10:00 P.M. IN DOWNTOWN SEDALIA was read once by title.
2nd Reading – Motion by Boggess, 2nd by Robinson. All in Favor.
Final Passage – Motion by Boggess, 2nd by Robinson. All in Favor.
Roll Call Vote: Voting "Yes" were Robinson, Ames, Scribner, Boggess, Covington, Cross and Redford. No one voted "No". Franklin Abstained due to being a club member.

PUBLIC WORKS – Chairwoman Michelle Franklin; Vice Chairman David Covington

- The resolution and budget amendment recognizes a $20,000 Tree Resource Improvement and Maintenance grant awarded by the Missouri Department of Conservation. The budget amendment increases both grant revenue and project expenditures to account for the grant funds. The grant will be used to assist with the removal of public ash trees identified as dead, diseased, or dying and to support the planting of replacement trees at Clover Dell Park.

RESOLUTION NO. 2173 – 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 Robinson. All in Favor.

BILL NO. 2026-88, ORDINANCE NO. 12476 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2026-2027 REGARDING TRIM GRANT AWARD 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".

BILL NO. 2026-89, ORDINANCE NO. 12477 – AN ORDINANCE AUTHORIZING AN AGREEMENT FOR A TREE RESOURCE IMPROVEMENT AND MAINTENANCE (TRIM) GRANT 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".

- An ordinance doesn't currently exist requiring the installation of an accessible main water control valve whenever municipal water service is shut off to allow plumbing repairs or maintenance. The Water Department has enforced this requirement since 1987; however, it was recently determined that the requirement should be formally adopted by ordinance.

BILL NO. 2026-90, ORDINANCE NO. 12478 – AN ORDINANCE REQUIRING THE INSTALLATION OF A MAIN WATER CONTROL VALVE PRIOR TO THE RESTORATION OF MUNICIPAL WATER SERVICE FOLLOWING A REQUESTED WATER SHUTOFF was read once by title.
2nd Reading – Motion by Boggess, 2nd by Ames. All in Favor.
Final Passage – Motion by Boggess, 2nd by Covington. All in Favor.
Roll Call Vote: Voting "Yes" were Robinson, Ames, Scribner, Boggess, Covington, Cross, Redford and Franklin. No one voted "No".

- The budget amendment recognizes grant funding awarded through the West Central Missouri Solid Waste Management District F for Phase II of the City's glass pulverizer recycling project. The project is being completed in phases as grant funding becomes available. In April 2026, the City Council authorized submission of the Phase II grant application. Following approval of that application, the City has now been awarded grant funding for the electrical service necessary to power the pulverizer.

RESOLUTION NO. 2174 – 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 Covington. All in Favor.

BILL NO. 2026-91, ORDINANCE NO. 12479 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2026-2027 REGARDING REGION F GRANT AWARD - PULVERIZER was read once by title.
2nd Reading – Motion by Boggess, 2nd by Scribner. All in Favor.
Final Passage – Motion by Scribner, 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 ordinance accepts a $10,000 trust established for the perpetual care and maintenance of a mausoleum located at Crown Hill Cemetery. Acceptance of the trust will authorize the City to receive and administer the trust funds in accordance with the terms of the trust agreement and provide for the long-term maintenance and care of the mausoleum.

BILL NO. 2026-92, ORDINANCE NO. 12480 – AN ORDINANCE AUTHORIZING THE MAYOR TO SIGN A RECEIPT AND RELEASE AGREEMENT was read once by title.
2nd Reading – Motion by Boggess, 2nd by Covington. All in Favor.
Final Passage – Motion by Boggess, 2nd by Robinson. All in Favor.
Roll Call Vote: Voting "Yes" were Robinson, Ames, Scribner, Boggess, Covington, Cross, Redford and Franklin. No one voted "No".

- The ordinance authorizes agreements with JCI Industries, LLC and FTC Equipment, LLC to provide on-call pump maintenance and repair services for the Utilities Division. Staff recommends awarding contracts to both vendors to ensure access to authorized warranty service and specialized expertise for multiple pump manufacturers, improving service flexibility and reducing potential downtime for critical utility infrastructure.

BILL NO. 2026-93, ORDINANCE NO. 12481 – AN ORDINANCE AUTHORIZING AGREEMENTS FOR ON-CALL PUMP MAINTENANCE AND REPAIR SERVICES FOR THE UTILITIES DIVISION was read once by title.

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

- Change Order No. 1 for Storm Drainage Improvements Project Area 30. During construction, the contractor encountered an unforeseen conflict with existing sanitary sewer mains and service lines that required modifications to the project design to maintain the functionality of both the storm drainage and sanitary sewer systems. The change order increases the contract by $19,137.18. No budget amendment is required.

BILL NO. 2026-94, ORDINANCE NO. 12482 – AN ORDINANCE AUTHORIZING CHANGE ORDER NUMBER ONE FOR STORM DRAINAGE IMPROVEMENTS PROJECT AREA #30 was read once by title.
2nd Reading – Motion by Scribner, 2nd by Boggess. All in Favor.
Final Passage – Motion by Boggess, 2nd by Ames. All in Favor.
Roll Call Vote: Voting "Yes" were Robinson, Ames, Scribner, Boggess, Covington, Cross, Redford and Franklin. No one voted "No".

PUBLIC SAFETY – Chairman Jack Robinson; Vice Chairman Spencer Redford

- An ordinance authorizing the purchase of a 2026 stainless steel animal box from Jackson Creek Manufacturing, Inc. in the amount of $48,185.00 for installation on the Ford F-250 truck previously approved and ordered for the Animal Shelter.

BILL NO. 2026-95, ORDINANCE NO. 12483 – AN ORDINANCE AUTHORIZING THE PURCHASE OF AN ANIMAL BOX FOR THE SEDALIA ANIMAL SHELTER was read once by title.
2nd Reading – Motion by Boggess, 2nd by Ames. All in Favor.
Final Passage – Motion by Boggess, 2nd by Covington. All in Favor.
Roll Call Vote: Voting "Yes" were Robinson, Ames, Scribner, Boggess, Covington, Cross, Redford and Franklin. No one voted "No".

COMMUNITY DEVELOPMENT – Chairwoman Cheryl Ames; Vice Chairman David Covington

Presentation – Mid-year Construction Review

Chief Building Official Dimitrius Maduros presented a mid-year construction review. From January to June of this year, the City has had $55 Million in construction value brought to the City. That is new commercial, residential remodels, alterations and additions. This is on pace with last year with an additional $15 Million between Chick-fil-A, Quik Trip, Bowling Alley, Fire Training Center and Fire Station.

Building permits account for 53% of department activity. That signifies that homeowners are doing remodels, reframing, putting in new windows, getting new roofs, new siding and taking care of their properties.

Commercial additions and repairs alone was $6.9 Million in February. Electric permits make up to 15% of the permits issued, but represent $5.7 Million in construction value. That is a significant difference being that small of the percentage of permits issued and being that large of value just shows how much electrical work has increased in cost. Mechanical and plumbing permits make up a combined 32% and represent $3.5 Million in construction value.

High volume residential repairs, alterations and remodels: There were 65 applications and permits in April, 51 in in May and 65 in June. There were 34 sign permits in quarter one and quarter two combined. Projects in the pipeline include 60 plus residential and commercial projects. On the commercial side there is Chick-fil-A, Quik Trip and 7 Brew. Municipal builds include the Fire Station, Training Center and the Bowling Alley. There are 42 plus residential active new single-family homes as well as two duplexes. Institutional development includes the Boys and Girls Club Teen Center and State Fair Community College with their new sports complex.

- The resolution considers accepting and supporting the use of Sedalia Redevelopment Corporation funds for roof repairs to the Historic Lincoln Hubbard Building. The original funding request of $59,700 was presented to the Sedalia Redevelopment Corporation at its July 27, 2026 meeting. During its review, the Corporation recognized that additional deterioration could be discovered once construction begins and recommended authorizing up to $65,000 for the project. Any unused funds will be reimbursed to the Sedalia Redevelopment Corporation upon completion of the repairs.

RESOLUTION NO. 2175 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI, ACCEPTING AND SUPPORTING THE ROOF REPAIR PROJECT AND USE OF SEDALIA REDEVELOPMENT CORPORATION FUNDS FOR THE LINCOLN HUBBARD BUILDING was read once by title and approved on motion by Scribner, seconded by Ames. Roll Call Vote: Voting "Yes" were Robinson, Ames, Scribner, Cross, and Franklin. Voting "No" were Covington and Redford. Boggess Abstained due to employment.

APPOINTMENTS:

The following appointments/reappointments were read and approved on motion by Ames, seconded by Robinson. All in Favor.

Sedalia Main Streets Board of Directors

Appoint – Kim Boggs – Replacing Garry Holstein One Year Term Expiring 1/2027
Appoint – Matthew Mergen – Replacing Bryan Jenkins Three Year Term Expiring 1/2029
Reappoint – Ebby Norman – Three Year Term Expiring 1/2029
Reappoint – Sonny Broyles – Three Year Term Expiring 1/2029

The appointment of Carla Young to the Bothwell Regional Health Center Board of Directors failed due to no majority vote. Voting "Yes" were Ames, Boggess, Covington, Cross, and Franklin. Voting "No". were Scribner, Covington and Redford. Robinson abstained due to lack of information.

BIDS:

- Utilities Division On-Call Pump/Maint/Repair – May 8, 2026
- Animal Box – June 5, 2026

LIQUOR LICENSES:

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

*Eric Brown dba Buffalo Wild Wings, 4401 Wisconsin Ave – Liquor by the Drink & Sunday Sales
*Tabitha Kehde dba Kehdes BBQ of Sedalia, 1915 South Limit, Liquor by the Drink and Sunday Sales
*Nicole Walker dba South Limit Liquor LLC, 2205 South Limit, Packaged Liquor & Sunday Sales
*Troydean Walker II dba Applebee's, 3320 West Broadway, Liquor by the Drink & Sunday Sales

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR: None

The meeting adjourned at 7:50 p.m. on motion by Boggess, seconded by Covington to a closed-door meeting in the upstairs conference room pursuant to subsections 1 (Legal Advice), 2 (Real Estate), 3 (Personnel), 12 (Negotiated Contracts) and 13 (Individually Identifiable Personnel Records) 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 and adjourned at 8:48 p.m. on motion by Boggess, seconded by Cross. All in Favor.

THE CITY OF SEDALIA, MISSOURI

Traves Williams

Traves Williams, Mayor

Jason S. Myers, MRCC

Jason S. Myers, MRCC, City Clerk

SEDALIA

Let's Cross Paths

Planning and Zoning
Meeting Minutes
Wednesday, July 01, 2026, at 5:30 pm
Council Chambers
Municipal Building

1) Call to order
   a. The meeting was called to order at 5:30 pm.
2) Roll Call

   Present:

   Ann Richardson, Ian Shoemaker, Ann Graff, Virginia Brainard, Jerry Ross, Rhonda Ahern, Terri McDermott, Jack Robinson

   Absent:

   Val Bloess

   Staff:

   Dimitrius Maduros, Nicole Hathaway, Chris Franklin
3) Approval of June 3, 2026, meeting minutes.
   a. **Jerry Ross motioned to approve; Ann Richardson seconded. All approved. (8 yes, 0 no, 1 absent)**
4) Public Hearing
   a. Branch View Estates – 2600 E 12th – Dimitrius Maduros presented the application from Theron Broadfoot. Staff recommends approval.
5) New Business
   a. Branch View Estates – 2600 E 12th

   Jerry Ross motioned to approve; Ann Richardson seconded. All approved.
6) Next Meeting Date
   a. Next meeting date set for August 5, 2026 at 5:30 pm.
7) Adjourn
   a. **Jerry Ross motioned to adjourn; Ann Richardson seconded. All approved. The meeting was adjourned at 5:36 pm.**

Council Agenda

CITY OF SEDALIA

PROPERTY & CASUALTY INSURANCE RENEWAL PROPOSAL

AUGUST 7, 2026

TEAM CHART

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WHY IMA FINANCIAL GROUP

We're Built for Your Success.

After more than 50 years, IMA remains independent and employee owned, still charged with the ambitions of loyal associates who see the company's future as their own. Due to the global reach and ownership model, our team members have autonomy to drive collaboration, accountability, and long-term thinking focused on lasting value and not short-term profit.

3,000+

Exceptional People

With a nationwide team in over 40 offices, we deliver personalized solutions and unwavering support, always putting you first.

2x

Average Reinvestment

Fueling better resources, smarter technology, and stronger results for our clients.

100%

Employee-Owners

Every IMA associate is invested in your success, driving our dedication to outstanding client service.

$8B

Premium Placed

Global Reach

Clients in all 50 states & over 100 countries

CLIENT FOCUSED
96% Client Retention Rate

DEDICATED GOVERNMENT PRACTICE
More than 130 government entity partners

IMA FOUNDATION
Community Focused

EXECUTIVE SUMMARY

IMA began working with the City of Sedalia in 2022 as the Employee Benefits Broker and in 2025 was selected as the Property & Casualty Broker.

For the Property & Casualty program for the City of Sedalia, IMA was tasked with being a strategic, transparent parter and to improve on the overall program in coverages and reduce the costs of the program from the initial MOPERM placement. With that objective, IMA began a full marketing campaign and through a thorough vetting process, Travelers was selected as the City of Sedalia's partner for the 2025-2026 policy term.

Today, the City of Sedalia continues to benefit from a competitively priced Property & Casualty insurance program with Travelers. Despite significant growth in insured exposures, including an increase in Blanket Building and Business Personal Property values from approximately $191 million to $218 million, the overall program remains highly cost-effective and continues to compare favorably to the City's prior insurance arrangement. For the 2026-2027 renewal, total premium increased by 4%, while the overall rate impact remained below 1%, reflecting Travelers' continued commitment to delivering long-term value and pricing stability

IMA appreciates the partnership with the City of Sedalia and looks forward to another successful year.

PREMIUM OVERVIEW

	MOPERM	Travelers	Travelers
Current Premium by Line of Coverage	**2024-2025**	**2025-26**	**2026-27**
Auto Liability	$73,039	$91,409	$102,454
Auto Physical Damage	$163,449	$62,304	$70,542
Liability			
General Liability	$129,479	$72,140	$71,572
Law Enforcement	$117,154	$76,612	$76,452
Employee Benefits	$486	$343	$343
Errors and Omissions	$26,213	$10,772	$12,195
Employment Practices	$82,114	$32,070	$31,959
Medical Malpractice	$4,514	Included in GL	Included in GL
Unmanned Aircraft	$666	Included in GL	Included in GL
Workers' Compensation	$642,407	$664,580	$667,296
Property	$459,141	$447,856	$494,712
Equipment Breakdown	$2,274	Included	Included
Wind/Hail Buydown - Community Center	$34,107	$61,425	$48,552
$500K Crime Extension	$2,987	$4,912	$4,912
Umbrella - $1M		$29,699	$29,473
	$1,738,030	**$1,554,122**	**$1,610,462**

Council Agenda

PREMIUM & RATE COMPARISON

EXPOSURE

COVERAGE	RATING BASIS	2025-2026	2026-2027	VARIANCE
Property	TIV	$193,916,398	$227,656,748	**17%**
Wind/Hail Buydown	Limit	$1,063,565	$1,107,736	**4%**
General Liability	Budget	$83,351,469	$90,820,422	**9%**
Automobile	Number of Units	196	198	**1%**
Workers' Compensation	Payroll	$18,090,137	$17,627,666	**-3%**
Umbrella	Budget	$83,351,469	$90,820,422	**9%**
Inland Marine	TIV	$8,435,847	$8,323,109	**-1%**
Law Enforcement Liability	Officer Count	50	52	**4%**
Crime	Employees	449	452	**1%**
Management Liability	Employees	449	452	**1%**
Employment Practices Liability	Employees	449	452	**1%**

AVERAGE RATES

AVERAGE RATES	RATING BASIS	2025-2026	2026-2027	VARIANCE
Property	TIV	0.23	0.21	**-6%**
Wind/Hail Buydown	TIV	5.78	4.38	**-24%**
General Liability	Budget	0.8696	$0.79	**-9%**
Automobile	Number of Units	$784	$874	**11%**
Workers' Compensation	Payroll	$3.70	$3.79	**2%**
Experience Modification Factor		1.24	1.24	**0%**
Umbrella	Budget	0.04	0.032	**-9%**
Inland Marine	TIV	0.13	0.15	**14%**
Law Enforcement Liability	Officer Count	$1,532.24	$1,470.23	**-4%**
Crime	Employees	$10.94	$10.87	**-1%**
Management Liability	Employees	$23.99	$26.98	**12%**
Employment Practices Liability	Employees	$71.43	$70.71	**-1%**

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Council Agenda

PREMIUM & RATE COMPARISON

PREMIUM	2025-2026	PREMIUM ADJUSTED PREMIUM *(RENEWAL EXPOSURE AT EXPIRING RATE)*	2026-2027	VARIANCE
Property	$436,825	$512,830	$482,264	**-6%**
Wind/Hail Buydown	$61,425	$61,425	$48,552	**-21%**
General Liability	$72,483	$78,978	$71,915	**-9%**
Automobile	$153,713	$155,282	$172,996	**11%**
Workers' Compensation	$669,543	$652,426	$667,296	**2%**
Umbrella	$29,699	$32,360	$29,473	**-9%**
Inland Marine	$11,031	$10,884	$12,448	**14%**
Law Enforcement Liability	$76,612	$79,676	$76,452	**-4%**
Crime	$4,912	$4,945	$4,912	**-1%**
Management Liability	$10,772	$10,844	$12,195	**12%**
Employment Practices Liability	$32,070	$32,284	$31,959	**-1%**
TOTAL PREMIUM	**$1,559,085**	**$1,631,934**	**$1,610,462**	-1.32%

NOTES:

+ Travelers increased TIV for 100% replacement cost

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PREMIUM & LOSS SUMMARY

LINE	POLICY NUMBER	CARRIER	POLICY EFFECTIVE DATE	ANNUAL PREMIUM	TOTAL INCURRED CLAIMS	LOSS RATIO	# OF CLAIMS
Property	H630B1075809TIL25	Travelers	9/1/2025	$447,856	$0	0%	0
General Liability	ZLP91N9093425PB	Travelers	9/1/2025	$191,937	$22,442	12%	31
Automobile	810B1075809	Travelers	9/1/2025	$153,713	$35,307	23%	8
Workers' Compensation	UBB095273325PBG	Travelers	9/1/2025	$664,580	$72,501	11%	54
Umbrella	ZUP61N9040625PB	Travelers	9/1/2025	$29,699	$0	0%	0
TOTAL				$1,487,785	$187,176	13%	93

GENERAL LIABILITY COVERAGE COMPARISON

Commercial General Liability	MOPERM	Travelers	Travelers
Policy Term	1/1/2025-2026	9/1/25-26	9/1/26-27
Limits			
General Liability	$2,000,000	$1,000,000	$1,000,000
Aggregate	None	$2,000,000	$2,000,000
Damage to Premises Rented to You	N/A	$500,000	$500,000
Sewage Backup Limit	Silent	$500,000	$500,000
Failure to Supply	Silent	$500,000	$500,000
Abuse Aggregate	Silent	$2,000,000	$2,000,000
Abuse Occurrence	Silent	$1,000,000	$1,000,000
Healthcare Malpractice	$2,000,000	$2,000,000/$2,000,000	$2,000,000/$2,000,000
Law Enforcement Liability	$2,000,000	$1,000,000/$2,000,000	$2,000,000/$2,000,000
Errors & Omissions Liability	$2,000,000	$1,000,000/$2,000,000	$1,000,000/$2,000,000
Employment Practices Liability	$2,000,000	$1,000,000/$2,000,000	$1,000,000/$2,000,000
Employee Benefits Liability	$2,000,000	$1,000,000/$3,000,000	$1,000,000/$3,000,000
Unmanned Aircraft Systems Liability	Included	Included	Included
Deductibles			
General Liability	$5,000	None	None
Sewage Backup and Failure to Supply	$5,000	$5,000	$5,000
Healthcare Malpractice	$5,000	$5,000	$5,000
Law Enforcement Liability	$5,000	$15,000	$15,000
Errors & Omissions Liability	$5,000	$10,000	$10,000
Employment Practices Liability	$5,000	$15,000	$15,000
Employee Benefits Liability	$1,000	$1,000	$1,000
Unmanned Aircraft Systems Liability	$5,000	$15,000	$15,000

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AUTO LIABILITY COVERAGE COMPARISON

Commercial Auto Policy	MOPERM	Travelers	Travelers
Policy Term	1/1/2025-2026	9/1/25-26	9/1/26-27
Coverage			
Liability	$2,000,000	$1,000,000	$1,000,000
Uninsured / Underinsured Motorists Per Accident	$50,000	$60,000	$60,000
Comprehensive	ACV	ACV	ACV
Collision	ACV	ACV	ACV
Medical Payments Per Person	$5,000	$5,000	$5,000
Deductibles			
Automobile Liability	$5,000	None	None
Hired and Non-Owned Vehicles	$5,000	$1,000	$1,000
Comprehensive & Collision	$1,000	$2,500-$5,000	$2,500-$5,000
Endorsements:			
Auditable	No	Yes	Yes

WORKERS' COMPENSATION COMPARISON

Workers' Compensation	MEM	Travelers	Travelers
Policy Term	5/1/2025-5/1/2026	9/1/2025-2026	9/1/26-27
Limits			
Work Comp (Cov A)	Statutory	Statutory	Statutory
Bodily Injury by Accident	$500,000	$1,000,000	$1,000,000
Bodily Injury by Disease - Policy Limit	$500,000	$1,000,000	$1,000,000
Bodily Injury by Disease - Each Employee	$500,000	$1,000,000	$1,000,000
Deductible:			
Deductible:	None	None	None

PROPERTY COVERAGE COMPARISON

Property	Cincinnati	Travelers	Travelers
Policy Term	9/1/2024-2025	9/1/2025-2026	9/1/2026-2027
Major Limits			
Blanket Building and Business Personal Property	N/A	$191,331,487	$218,236,890
Earthquake - Building	$25,000,000	$25,000,000	$25,000,000
Contractors Equipment - Per Schedule on File	$7,831,905	$9,351,733	$8,177,503
Flood - described locations	$5,000,000	$5,000,000	$5,000,000
Deductibles			
All other Perils	$50,000-$100,000	$50,000/$25,000 for Police,Fire & Community Center	$50,000/$25,000 for Police,Fire & Community Center
Contractors Equipment	$5,000	$2,500	$2,500
Time Element	24 hours	72 hours	72 hours
Wind/Hail	5% - 1% for Community Center	3%/min $250K	3%/min $250K
Earthquake	10%	1%	1%
Flood	$50,000	$50,000	$50,000
Coinsurance - Property	90%	None	None
Coinsurance - Contractors Equipment	80%	80%	80%
Sublimits			
Crime	$100,000	$500,000	$500,000
Accounts Receivable at described premises	$150,000 bucket	$250,000	$250,000
Business Income and Extra Expense	Per Schedule	$1,000,000	$1,000,000
Civil Authority	Loc. 1 and 74 - 5 mile radius	30 days/100 mile radius	30 days/100 mile radius
Contract Penalties	$25,000	$100,000	$100,000
Debris Removal	$150,000 bucket	$250,000	$250,000
Electronic Data Processing	$150,000 bucket	$500,000	$500,000
Equipment Breakdown	Included	Included	Included
Fences	$10,000	Covered Specifically	Covered Specifically
Fine Arts	$50,000	$100,000	$100,000
Fire Department Service Charge	$25,000	Included	Included
Fire Protection Equipment Recharge	$50,000	Included	Included
Fungi, Wet Rot, Dry Rot, and Bacteria - Limited Coverage	$25,000	$25,000	$25,000

Council Agenda

PROPERTY COVERAGE COMPARISON (CONTD.)

Property	Cincinnati	Travelers	Travelers
Key and Lock Expense	$5,000	$25,000	$25,000
Leasehold Interest (Tenants Only)	$25,000	Lesser of BPP or $100,000	Lesser of BPP or $100,000
Newly Acquired or Constructed Property	90 days	$2,000,000	$2,000,000
Ordinance or Law (other than Increased Cost of Construction)	Subject to building limit	$1,000,000	$1,000,000
Ordinance or Law (Increased Cost of Construction)	$150,000 bucket	$250,000	$250,000
Ordinary Payroll	Not covered	Included	Included
Outdoor Property	$25,000	$250,000	$250,000
Pollution Cleanup & Removal	$50,000	$100,000	$100,000
Property Off Premises	$50,000	$50,000	$50,000
Rewards	$25,000	$25,000	$25,000
Underground Property	Subject to building limit	Not covered	Not covered
Utility Services - Direct and Time Element	$75,000	$100,000	$100,000
Water Backup from Sewers, Drains, or Sumps	$50,000	Included	Included
Valuable Paper and Records	$150,000 bucket	$250,000	$250,000
Public Entity Extension - Street Lights/Street Signs/Traffic Signs/Stadium Lights		$500,000	$500,000
Terms/Conditions			
Valuation	Replacement Cost	Replacement Cost	Replacement Cost
Cause Of Loss	Special	Special	Special
Valuation - Contractors Equipment	Actual Cash Value	Actual Cash Value	Actual Cash Value

More Than Just Insurance

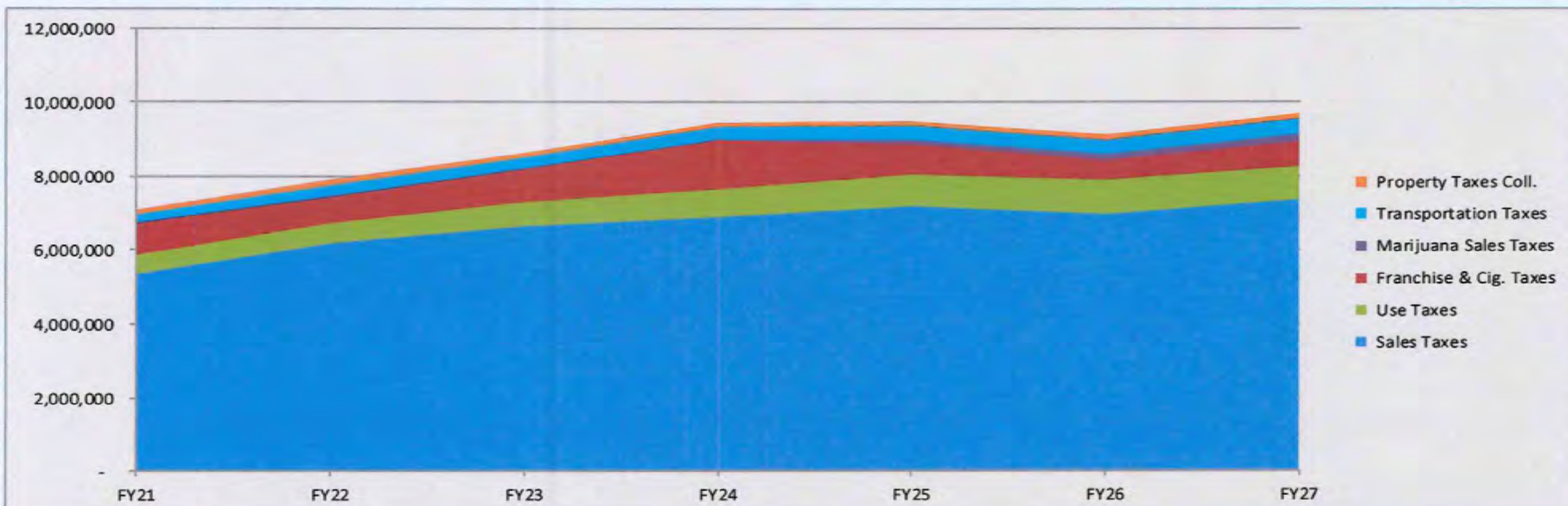
Based in North America, IMA Financial Group, Inc. is an integrated financial services company focused on protecting the assets of its widely varied client base through insurance, risk management, employee benefits and wealth management solutions. As an employee-owned company, IMA's 3,000-plus associates are empowered to provide customized solutions for their clients' unique needs.

SEDALIA Let's Cross Paths

City of Sedalia
Certain Taxes Collected

Current Month Totals										
Description	FY21	FY22	FY23	FY24	FY25	FY26	FY27	Increase (Decrease)	% Increase (Decrease)	Month
Sales Taxes	926,728	994,253	1,477,512	1,390,054	1,428,195	1,481,840	1,494,633	12,793	0.9%	August
Use Taxes	101,327	166,796	164,179	221,775	183,933	168,345	177,879	9,534	5.7%	August
Marijuana Sales Taxes	-	-	-	-	32,068	30,668	59,923	29,254	95.4%	August
Franchise & Cig. Taxes	249,911	47,155	182,650	238,476	201,751	158,758	175,733	16,975	10.7%	July
Transportation Taxes	71,705	83,805	86,115	94,493	99,302	107,932	113,299	5,367	5.0%	July
Property Taxes Coll.	24,705	14,206	16,485	21,223	27,497	23,026	24,316	1,290	5.6%	July
Current Month Totals	1,374,377	1,306,215	1,926,941	1,966,020	1,972,744	1,970,570	2,045,783	75,213	3.8%	

Fiscal Year To Date Totals										
Description	FY21	FY22	FY23	FY24	FY25	FY26	FY27	Increase (Decrease)	% Increase (Decrease)	FY To Date Through
Sales Taxes	5,344,947	6,182,448	6,660,974	6,911,880	7,204,244	6,954,385	7,365,582	411,197	5.9%	August
Use Taxes	524,452	530,702	617,634	732,486	841,742	941,841	914,609	(27,233)	(2.9%)	August
Marijuana Sales Taxes	-	-	-	-	106,493	117,663	168,624	50,961	43.3%	August
Franchise & Cig. Taxes	855,190	734,744	905,987	1,336,601	840,244	566,294	666,396	100,102	17.7%	July
Transportation Taxes	255,015	320,761	326,751	354,992	380,032	417,684	441,380	23,696	5.7%	July
Property Taxes Coll.	107,958	122,636	104,864	117,651	130,742	126,739	135,323	8,583	6.8%	July
FYTD Totals	7,087,562	7,891,291	8,616,210	9,453,610	9,503,497	9,124,607	9,691,913	567,306	6.2%	



Council Agenda

BILL NO. ________________

ORDINANCE NO. ________________

AN ORDINANCE AMENDING SECTION 2-786 OF THE CITY CODE OF SEDALIA.

WHEREAS, the City Council of the City of Sedalia is authorized by 77.260, RSMo. to enact and ordain any and all ordinances not repugnant to the constitution and laws of this state, and such as they shall deem expedient for the good government of the city, the preservation of peace and good order, the benefit of trade and commerce, and the health of the inhabitants thereof.

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

Section 1. That **Section 2-786** of the Code of the City of Sedalia, Missouri be amended to read as follows:

Sec. 2-786. – Public participation during open meetings.

(a) The public is invited to attend and observe all formal, open meetings of the Sedalia city government. All locations on city property utilized for an open meeting are hereby designated as limited public forums where the public is subject to reasonable restrictions on their conduct and speech. Accordingly, it shall be unlawful for any person to disturb or interrupt the progress of any such meeting. Prohibited conduct specifically includes the following:

(1) Speaking loudly unless permission to address the body has been granted.

(2) Providing public comment without first signing up to do so prior to the beginning of the meeting. The sign-up sheet shall be located in the lobby of the municipal building. Persons wishing to make comment must provide their name, address, telephone number, and the specific subject they wish to comment upon. Persons wishing to make comments that rely upon or refer to documents other than those documents provided in the meeting packet must provide a copy of that documentation to the clerk prior to the meeting.

(3) Refusing to yield the floor (stop speaking and sit down) having been ruled out of order.

(4) Making excessive noise such as by booing or using non-silenced device.

(5) Threatening to commit violent or unlawful acts.

(6) Eating during the meeting.

(7) Blocking the views of others by remaining standing or displaying signs.

(8) Entering the council chamber or meeting area before a meeting without a city employee present or remaining after the meeting has adjourned without a city employee present.

(9) Sitting in an area designated for another. Seating sections will be clearly marked for three groups by means of placards and/or queue ropes: officials/staff, press, and the

public. Professional media wishing to sit in the press area shall make a formal request for press credentials to the clerk's office stating their parent company. Large cameras, tripods, or other recording equipment that cannot be continually hand-held shall be placed only in a designated area to prevent blocking the views of others.

(10) Expressly soliciting votes for a political candidate or campaign.

(11) Expressly criticizing a specific city employee by name. Formal complaints shall be submitted in writing to the city clerk. This prohibition does not bar legitimate political opinions regarding elected officials.

(12) Attempting to enter, observe, or record a closed, executive session without permission. This provision shall apply to any room or space on city property where such a closed session may be occurring.

(13) Approaching the dais, table, or other seating area occupied by officials or staff without permission from the body or blocking access or egress to such area.

(b) The area immediately outside of the council chamber is hereby designated as a free-speech zone where the public may express their political views during regular business hours. Persons engaged in such activity shall not block the entry or exit to the council chamber, shall not obstruct the closing of the doors, and shall not generate noise of any kind sufficient to disturb the meeting underway inside the council chamber.

(c) Any person who violates these provisions shall be asked to comply or leave the premises. If a person refuses to comply, that person shall be ordered to leave and, if necessary, forcibly removed by law enforcement. Such conduct may result in prosecution.

(d) Persons that have been repeatedly ruled out of order or have been found to be repeatedly disruptive during the meeting are subject to being banned from attending meetings for one calendar year. Such a ban shall require majority approval of the city council.

(e) Persons who have been aggrieved by this policy wishing to file a complaint must do so in writing within two business days of the occurrence in question. A form for this purpose shall be available in the clerk's office. Failure to cooperate with the complaint process and any subsequent inquiry or hearing regarding that complaint shall be deemed a waiver of said complaint. If a contested hearing is held on the substance to the complaint, the complainant shall be subject to cross-examination under oath.

(f) The physical act of attending an open meeting shall constitute acknowledgement, acceptance, and agreement of these provisions. The following disclaimer shall be prominently displayed on the entrance door of the council chamber by entering this chamber, all visitors acknowledge, accept, and agree to follow the ordinance on public participation. violation of that ordinance may result in being removed from the chamber.

Section 2. That should any section, sentence or clause of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences, or clauses.

Section 3. That this Ordinance shall be in full force and effect from the date of its passage.

Section 4. That the City Clerk is authorized by this ordinance to correct any scrivener's errors identified within this Ordinance.

Read two times by title, copies of the proposed ordinance having been made available for public inspection in the City Clerk's Office prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 6th day of July 2026.

____
Presiding Officer of the Council

Approved by the Mayor of said City this 6th day of July 2026.

____
Traves Williams, Mayor

ATTEST:

____
Jason S. Myers
City Clerk

BILL NO. ____________________

ORDINANCE NO. ____________

AN ORDINANCE AMENDING CHAPTER 12, ARTICLE II, DIVISION 8 OF THE CITY CODE OF SEDALIA REGARDING THE ELECTRIC LIGHT AND POWER TAX.

WHEREAS, the City Council of the City of Sedalia is authorized by 77.260, RSMo. to enact and ordain any and all ordinances not repugnant to the constitution and laws of this state, and such as they shall deem expedient for the good government of the city, the preservation of peace and good order, the benefit of trade and commerce, and the health of the inhabitants thereof; and

WHEREAS, Section 94.110, RSMo. authorizes the City of Sedalia to levy a license tax on light and power companies and Ordinance 6808, adopted September 21, 1970, now codified in Section 12-268 of the Code of Ordinances, imposed a license fee in an amount equal to 5% of the gross receipts derived from the sale of electric energy within the present or future limits of the City of Sedalia during the period of any nonexclusive franchise to any such electric company; and

WHEREAS, on May 18, 2026, the City Council adopted Ordinance 12448, which called for an election to decide Proposition A, which asked the following question:

> Shall the City of Sedalia's current license tax on electric light and power companies be reduced from 5.0% to 4.75% on the gross receipts derived from the sale of electric energy within the present or future limits of the city and repeal reduced tax rates and exemptions for large industrial customers?

WHEREAS, the voters of the City of Sedalia approved Proposition A on August 4, 2026, which is codified into the Code of Ordinances by this Ordinance.

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

Section 1. That **Section 12-268** and **Section 12-269** of the Code of Ordinances of the City of Sedalia, Missouri be amended to read as follows:

"Sec. 12-268. – Levy.

Every electric light and power company, and every other person, their successors and assigns, owning, operating, controlling, leasing or managing any electric plant or system generating, manufacturing, selling, distributing or transmitting electric energy and power, shall, in addition to all other taxes, payments or fees now or hereafter required by law or ordinance, pay to the city a license fee in an amount equal to **four and three-fourths** percent **(4.75%)** of the gross receipts derived from the sale of electric energy within the present or future limits of the city during the period of any nonexclusive franchise to any such electric company."

"Sec. 12-269. – Basis

The license fee shall be based upon the sale of electric energy for domestic**,** commercial**, and industrial** consumption and not for resale, but not including any revenue for the sale of electric energy to the city."

Section 2. That Appendix A – City Fee Schedule of the Code of Ordinances of the City of Sedalia "Electric light and power company license fee/occupation tax" shall be amended to read as follows:

Code Section	Description	Amount (Dollars)
12-268	Electric light and power company license fee – as percentage of gross receipts	**4.75%**

Section 3. That should any section, sentence or clause of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences, or clauses.

Section 4. That this Ordinance shall be in full force and effect from the date of its passage.

Section 5. That the City Clerk is authorized by this ordinance to correct any scrivener's errors identified within this Ordinance.

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 17th day of August, 2026.

____
Presiding Officer of the Council

Approved by the Mayor of said City this 17th day of August, 2026.

____
Traves Williams, Mayor

ATTEST:

____
Jason S. Myers, MRCC
City Clerk

HDR

Central WWTF and North WWTF Lift Station Improvements Project

Council Update

SEDALIA

City of Sedalia, Missouri
August 17, 2026

Prior Meeting Recap – Aug. 3rd

- CMAR Procurement
  - Received RFP Responses on August 5th
  - Reviewed Proposals
  - Conducted Interviews (Aug. 11th)
  - Scored each and select top CMAR Firm
  - **Council Approval of CMAR Award – August 17th**
- Council Approval of Bridge Loan
- Engineer submits Basis of Design Report – August 28th
- Phase 1 – Design and CMAR Preconstruction Services
  - Submit plans and GMP packages
- Phase 2 – Construction

Short-listed CMAR Firms:

BOWEN

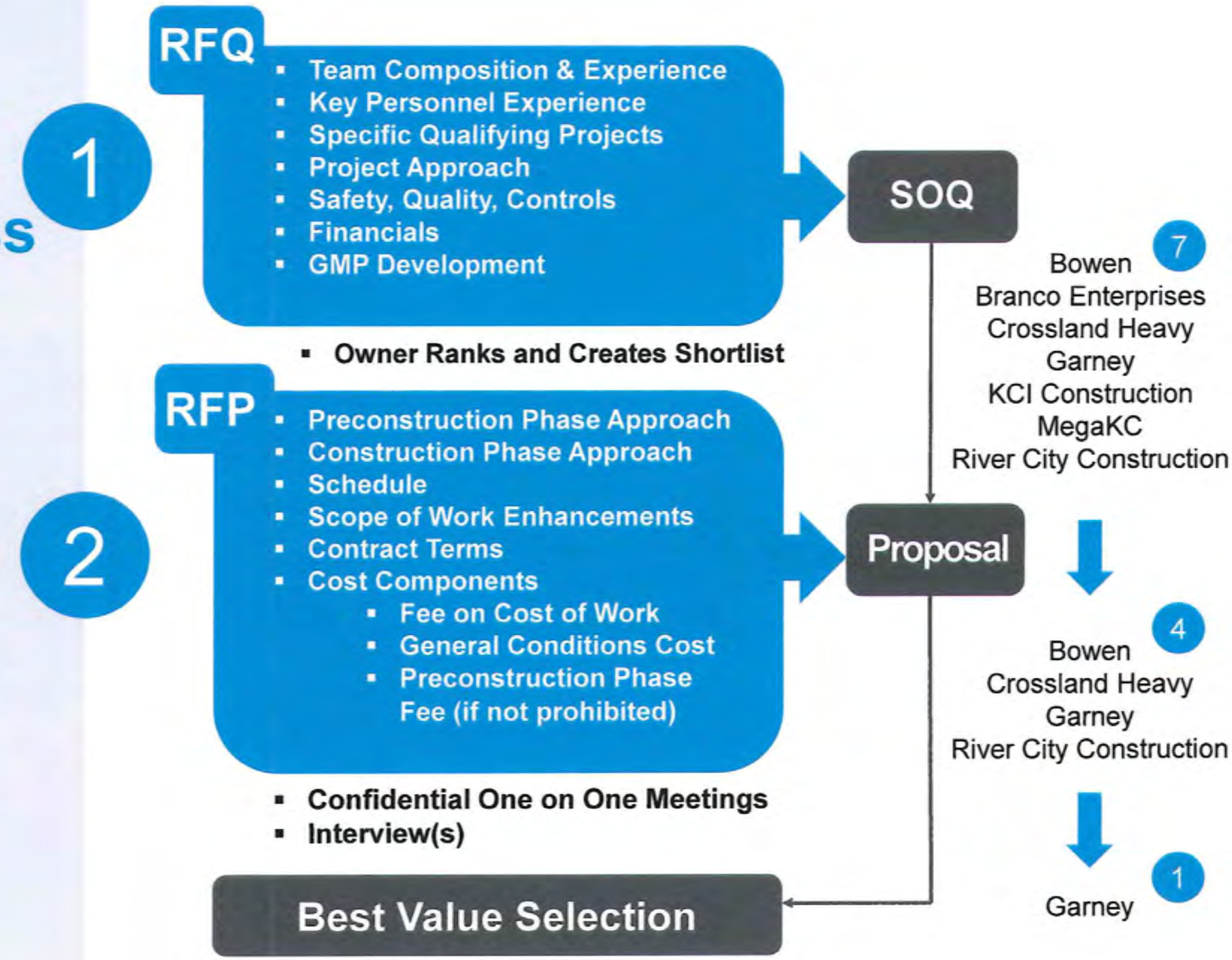
CROSSLAND

GARNEY

RIVER CITY CONSTRUCTION

CMAR
Two-Step Selection Process

- RFQ – Shortlist – RFP
- “Best Value” Selection
- Technical + Price Proposal
- Establish Selection Criteria Consistent with Project Needs



Council Agenda

Aggregate Scoring

CRITERIA	Max Points	Garney	Bowen	River City	Crossland Heavy
CMAR Project Team (20 pts) Project Team Structure Key Personnel Experience and qualifications	*20*	20	15	13	20
Project Approach (35 pts)	*35*	33	28	22	31
Interview (35 pts)	*35*	33	27	23	34
Pricing Information (10 pts)	*10*	3	7	10	0
Total	***100***	**89**	**77**	**68**	**85**

CMAR
Work Authorized in Two Phases

- Pre-Construction Phase
- Construction Phase
- One Agreement with Independent Authorization Gateways
- If GMP is Not Acceptable, then Pay for Services Rendered and Terminate (“off ramp”)

0-30% Design | 30-60% Design | GMP Proposal

Accept GMP

Complete Design, Construct, and Commission

Phase 1: Pre-Construction Phase

- Baseline Cost Model
- Milestone Constructability Reviews
- Milestone Cost Estimates
- Construction Sequencing
- Identification of Early Work Packages
- Develop MOPO Plan
- Generate Market Interest (in bid packages)
- Major Equipment/Materials Pricing
- Identify Key Subcontractors
- Develop GMP Proposal
- Negotiate GMP

Phase 2: Construction Phase

- Construction Permits
- Compile/Bid out Work Packages
- Construct Facilities
- Manage Cost and Schedule
- Start Up and Commission
- Contract Close Out
- Warranty

HDR + Garney – Previous CMAR Projects

UG Wolcott WWTP, KCK

- Early works needs
- New treatment technology (sole-source/NDAs)
- Value engineering feedback resulting in cost-savings
- Four (4) GMPs

Status: Project complete
Contract Value:
$38,000,000

De Soto, KS WTP

- Driven by major industrial development
- Aggressive schedule
- Early works packages
- Sequencing strategies

Status: Project complete
Contract Value:
$40,000,000

St. Joseph, MO Blower Replacement

- Temporary blower considerations
- Existing condition validation
- Extensive MOPO planning

Status: Construction
Contract Value:
$7,000,000

UG Amourdale Industrial District PS, KCK

- Project Phasing
- Critical MOPO tie-ins
- Bypass Pumping

Status: Complete
Contract Value:
$12,500,000

BILL NO. ________________

ORDINANCE NO. ______________

AN ORDINANCE AUTHORIZING AN AGREEMENT FOR CONSTRUCTION MANAGER AT RISK FOR THE CENTRAL WASTEWATER PLANT PROJECT.

WHEREAS, The City of Sedalia, Missouri, received a proposal from Garney Companies, Inc. for a Construction Manager at Risk for the Central Wastewater Plant project; and

WHEREAS, under the attached agreement, the City of Sedalia, Missouri, shall pay various sum and amounts to Garney Companies, Inc., for said services as more fully described in the agreement attached to this ordinance and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts the agreement by and between the City of Sedalia, Missouri, and Garney Companies, Inc. in substantively the same form and content as it has been proposed.

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 17th day of August 2026.

____
Presiding Officer of the Council

Approved by the Mayor of said City this 17th day of August 2026.

____
ATTEST: Traves Williams, Mayor

____
Jason S. Myers, MRCC
City Clerk

Council Agenda

SEDALIA
Let's Cross Paths

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

To: Matthew Wirt, Interim City Administrator
From: William Bracken, Utilities Director
Date: August 12th, 2026
Subject: Award of CMAR Contractor Services contract for Central Wastewater Plant Project

City staff, in coordination with the City's contracted engineering firm, HDR, recently issued a Request for Qualifications (RFQ) to select a Construction Manager at Risk (CMAR) contractor for the Central Wastewater Plant Consolidation Project.

The City received seven responses to the RFQ. After reviewing the submissions, staff selected four firms to advance to the interview phase. Each firm was interviewed and evaluated using a standardized scoring sheet that considered the proposed project team, key personnel experience and qualifications, project approach, interview performance, and pricing information.

The results of the evaluation were as follows:

CRITERIA	Max Points	Garney	Bowen	River City	Crossland Heavy
CMAR Project Team (20 pts) Project Team Structure Key Personnel Experience and qualifications	*20*	20	15	13	20
Project Approach (35 pts)	*35*	33	28	22	31
Interview (35 pts)	*35*	33	27	23	34
Pricing Information (10 pts)	*10*	3	7	10	0
Total	***100***	**89**	**77**	**68**	**85**

Based on the overall evaluation, **Garney Companies, Inc.** received the highest score, with a total of 89 points out of 100. Garney demonstrated the strongest overall combination of project team qualifications, relevant experience, project approach, and interview performance.

Based on the results of the RFQ process and subsequent interviews, City staff recommends that the City Council award the CMAR contract for the Central Wastewater Plant Consolidation Project to Garney Companies, Inc. of North Kansas City, Missouri.

Staff believes Garney provides the best overall value and is best qualified to successfully deliver this project.

BILL NO. ____________________

ORDINANCE NO. ____________

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A SEWERAGE SYSTEM REVENUE BOND (STATE OF MISSOURI – DIRECT LOAN PROGRAM – DESIGN PHASE) SERIES 2026 IN THE MAXIMUM PRINCIPAL AMOUNT OF $5,512,000; PRESCRIBING THE FORM AND DETAILS OF THE BOND; AND AUTHORIZING CERTAIN OTHER ACTIONS AND DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, the City of Sedalia, Missouri (the "City") is a third-class city and political subdivision organized and existing under the constitution and laws of the State of Missouri; and

WHEREAS, the City now owns and operates a revenue producing sewerage system, serving the City, its inhabitants and others within its service area, including connected and related appurtenances and facilities and extensions, improvements, additions and enlargements made or acquired by the City after the date of this Ordinance (the "System"); and

WHEREAS, the City desires to finance planning and design services for future improvements to the sewerage portion of the System (the "Project"); and

WHEREAS, to provide for the most cost-effective method of financing the Project, the City desires to participate in the State of Missouri Clean Water State Revolving Fund Direct Loan Program (the "CWSRF Direct Loan Program") of the Missouri Department of Natural Resources ("DNR") and the Clean Water Commission of the State of Missouri (the "Commission"); and

WHEREAS, in connection with the Project, the Commission has approved a loan to the City to be made by DNR pursuant to a Purchase Agreement (the "Purchase Agreement") by and between the City and DNR (the "Loan"); and

WHEREAS, in order to evidence the Loan, it is hereby found and determined that it is necessary and advisable and in the best interest of the City and its inhabitants that the City issue its Sewerage System Revenue Bond (State of Missouri – Direct Loan Program – Design Phase) Series 2026 (the "Bond") in the maximum principal amount of $5,512,000 pursuant to this Ordinance; and

WHEREAS, the City is authorized under Chapter 250 of the Revised Statutes of Missouri, as amended (the "Act"), to issue and sell revenue bonds for the purpose of paying all or part of the cost of extending and improving the System, with the cost of operation and maintenance of the System and the principal of and interest on such revenue bonds payable solely from the Net Revenues (as defined herein); and

WHEREAS, pursuant to the Act, a special bond election was duly held in the City on February 6, 2024 (the "Election") and it was found and determined that more than a simple majority of the qualified electors of the City voting on the question had voted in favor of the issuance of up to $60,000,000 aggregate principal amount of sewerage system revenue bonds to finance the costs of acquiring land and easements for its System, and constructing, renovating and improving its System, including (a) the elimination and replacement of the current North Waste Water Treatment Plant with new or expanded and upgrading other waste water treatment plants to comply with increasing State and federal requirements and (b) sewer main improvements to reduce stormwater infiltration allowing for the reduction in the size of the replacement waste water treatment plants needed and the reduction of expected operating costs; and

WHEREAS, none of the revenue bonds authorized at the Election have been issued and the City finds and determines that it is necessary and advisable and in the best interest of the City and of its inhabitants to issue $5,512,000 of the revenue bonds so authorized to finance the Project; and

WHEREAS, the City, upon the issuance of the Bond, will not have outstanding any other bonds or other obligations payable solely from, and secured by a pledge of, Net Revenues other than the Bond; and

WHEREAS, it is hereby found and determined that it is necessary and advisable and in the best interest of the City and its inhabitants that the Bond be issued and secured in the form and manner provided in this Ordinance and be sold to DNR under the CWSRF Direct Loan Program.

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

ARTICLE I

DEFINITIONS

Section 101. Definition of Words and Terms. Capitalized words and terms not otherwise defined in this Ordinance have the meanings set forth in the Purchase Agreement and the Escrow Agreement (each as defined below). In addition to the foregoing and words and terms defined in the Recitals and elsewhere in this Ordinance, capitalized words and terms have the following meanings in this Ordinance:

"Authority" means the State Environmental Improvement and Energy Resources Authority, a body corporate and politic and a governmental instrumentality of the State.

"Authorized Representative" means the representative of the City designated as such by the City in accordance with the Regulations.

"BABs Interest Subsidy Payments" means any payments to be received by the City from the U.S. Department of the Treasury under Section 54AA or Section 6431 of the Internal Revenue Code of 1986, as amended, in connection with the payments of interest on System Revenue Bonds.

"Bond" means the Sewerage System Revenue Bond (State of Missouri – Direct Loan Program – Design Phase) Series 2026, authorized and issued under this Ordinance.

"Bond Debt Service" means the amount of the principal due on the Bond on the date of calculation required in this Ordinance.

"Bond Register" means the books for the registration, transfer and exchange of the Bond kept at the office of the Paying Agent.

"Closing Date" means the date of the initial issuance and delivery of the Bond.

"Consultant" means the Consulting Engineer, a registered municipal advisor, an independent certified public accountant or a firm of independent certified public accountants.

"Consulting Engineer" means an independent engineer or engineering firm with experience in designing and constructing wastewater treatment and sanitary sewerage facilities and retained by the City.

"Costs of Issuance Fund" means the fund designated as such and established by Section 4 of the Escrow Agreement. The Costs of Issuance Fund does not constitute part of the CWSRF Direct Loan Program.

"Cumulative Principal Amount Outstanding" means the sum of (a) the purchase price of the Bond paid by the Owner to the Paying Agent on the Closing Date in accordance with the Purchase Agreement and deposited into the funds pursuant to Section 403, plus (b) each additional Purchase Price Installment, as notated on the Bond by the Paying Agent, less (c) the principal amount redeemed pursuant to Article III.

"Current Expenses" means all reasonable and necessary expenses of ownership, operation, maintenance and repair of the System and keeping the System in good repair and working order, determined in accordance with accounting principles generally accepted in the United States of America, including current maintenance charges, expenses of reasonable upkeep and repairs, salaries, wages, costs of materials and supplies, paying agent fees and expenses, annual audits, periodic Consultant's reports, properly allocated share of charges for insurance, the cost of purchased water, gas and power, obligations (other than for borrowed money or for rents payable under capital leases) incurred in the ordinary course of business, liabilities incurred by endorsement for collection or deposit of checks or drafts received in the ordinary course of business, short-term obligations incurred and payable within a particular Fiscal Year, obligations incurred for the purpose of leasing (pursuant to a true or operating lease) equipment, fixtures, inventory or other personal property, and all other expenses incident to the ownership and operation of the System, but excluding interest paid on, and swap, hedge or other interest-like payments made with respect to, System Revenue Bonds, depreciation, amortization and other noncash charges (including payments into the Depreciation and Replacement Account), and all general administrative expenses of the City not related to the operation of the System.

"Debt Service Fund" means the Debt Service Fund established by Section 4 of the Escrow Agreement.

"Defeasance Securities" means:

(a) Federal Securities;

(b) obligations of the Resolution Funding Corporation or any successor, but only if the use of the obligations to pay and discharge the Bond pursuant to Article X will cause the discharged Bond to be rated in the highest long-term category by a nationally recognized securities rating agency as designated by DNR; or

(c) obligations of any state of the United States of America or of any agency, instrumentality or local government unit of any state that:

(i) are not callable at the option of the obligor prior to maturity or for which irrevocable instructions have been given by the obligor to call on the date specified in the instructions, and

(ii) are fully secured as to principal, redemption premium and interest by a fund, consisting of cash or Federal Securities, that:

(A) may be applied only to the payment of principal, redemption premium and interest on the obligations, and

(B) is sufficient, as verified by an independent certified public accountant, to pay the principal, redemption premium and interest on the obligations.

"Depreciation and Replacement Account" means the fund or account designated as such and created or ratified by Section 401.

"Escrow Agreement" means the Escrow Trust Agreement between the City and the Paying Agent, as supplemented, modified or amended in accordance with its terms, related to the Bond.

"Federal Securities" means any direct obligation of, or obligation the timely payment of the principal of and interest on which is unconditionally guaranteed by, the United States of America and backed by its full faith and credit.

"Funds Transfer Method" means electronic transfer in immediately available funds, automated clearing house (ACH) funds, or other method approved by DNR at the written request of the City with written notice to the Paying Agent.

"Investment Securities" means any securities or investments that are legal for the investment of funds of the City at the time of purchase.

"Net Revenues" means Revenues less Current Expenses.

"Operation and Maintenance Account" means the fund or account designated as such and created or ratified by Section 401.

"Ordinance" means this Ordinance as from time to time amended in accordance with its terms.

"Outstanding" means, as of the date of determination, the Bond issued and delivered under this Ordinance, except:

(1) any portion of the Bond canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(2) any portion of the Bond for the payment of the principal or redemption price of and interest on which money or Defeasance Securities are held under Section 1001;

(3) any portion of the Bond in exchange for which, or in lieu of which, another Bond or Bonds have been registered and delivered pursuant to this Ordinance; and

(4) any portion of the Bond allegedly mutilated, destroyed, lost, or stolen and paid under Section 208.

"Owner" means DNR or any assignee, successor or transferee of DNR.

"Parity Bonds" means any bonds or other obligations issued under Section 802 payable solely from, and secured by a pledge of, Net Revenues, and standing on a parity with the Bond.

"Parity Bonds Ordinance" means any ordinance under which any Parity Bonds are issued.

"Paying Agent" means UMB Bank, N.A., the paying agent and escrow agent, and its successors and assigns acting at any time as Paying Agent and Escrow Agent under this Ordinance and the Escrow Agreement.

"Payment Date" means each January 1 and July 1, commencing January 1, 2030, and any date on which all or part of the Bond is optionally redeemed in accordance with Section 301.

"Payment Period" means each six-month period from January 1 through June 30 and July 1 through December 31.

"Project Fund" means the Project Fund established by Section 4 of the Escrow Agreement.

"Purchase Agreement" means the Purchase Agreement between the City and DNR, as supplemented, modified or amended in accordance with its terms, related to the Bond.

"Purchase Price Installment" means the amount paid by DNR from time to time in accordance with Section 3.3 of the Purchase Agreement and deposited in the Project Fund or otherwise in accordance with Section 403.

"Quarterly Payment Date" means each March 15, June 15, September 15 and December 15, commencing September 15, 2029.

"Record Date" means the 25th day (whether or not a Business Day) of the calendar month next preceding the applicable Payment Date.

"Revenue Fund" means the fund or account designated as such and created or ratified by Section 401.

"Revenues" means all income and revenues derived by the City from the System, including investment and rental income, net proceeds from business interruption insurance, sales tax revenues and/or other moneys that have been annually appropriated by the City or that are limited solely to the payment of improvements to or expenses of the System, and any amounts deposited in escrow in connection with the acquisition, construction, remodeling, renovation and equipping of facilities to be applied during the period of determination to pay interest on System Revenue Bonds, but excluding any profits or losses on the early extinguishment of debt or on the sale or other disposition of investments or fixed or capital assets not in the ordinary course of business.

"SRF Program" means the Missouri Leveraged State Drinking Water Revolving Fund Program, the Missouri Leveraged State Water Pollution Control Revolving Fund Program, the State of Missouri Drinking Water State Revolving Fund Direct Loan Program, and/or the State of Missouri Clean Water State Revolving Fund Direct Loan Program.

"SRF Subsidy" means, with respect to any applicable System Revenue Bonds issued through the SRF Program, the amount of investment earnings that will accrue on the reserve fund established for such Bond during the Fiscal Year and allocable to the City.

"State" means the State of Missouri.

"Stated Maturity" means July 1, 2031, the final maturity date of the Bond; provided, however, that such date shall be subject to change pursuant to Section 302 hereof and Section 3.4 of the Purchase Agreement.

"Subsidy Payments" means funds received (or with respect to Section 802(a)(2)(B) funds that are reasonably expected to be received) by the City that either (a) must be used or (b) have been used (or with respect to Section 802(a)(2)(B) are reasonably expected to be used) to reduce the interest or principal payments on System Revenue Bonds. Such Subsidy Payments would include, but are not limited to, BABs Interest Subsidy Payments, SRF Subsidy and other payments received by the City through a federal or State program.

"Surplus Account" means the fund or account created or ratified in Section 401.

"System Revenue Bonds" means, collectively, the Bond, the Parity Bonds and all other revenue bonds or obligations that are payable solely from, and secured by a pledge of, the Net Revenues.

"User Charge Ordinance" means Article V of Chapter 60 of the Sedalia City Code, as amended by Ordinance No. 12327 adopted by the Governing Body on August 18, 2025, as further amended, supplemented or replaced.

ARTICLE II

AUTHORIZATION OF THE BOND

Section 201. Authorization of the Bond. The Bond is authorized and directed to be issued in the Maximum Principal Amount subject to the terms and for the purposes of this Ordinance. Upon the Completion of Funding pursuant to the Purchase Agreement, the principal amount of the Bond issued under this Ordinance will be the Cumulative Principal Amount Outstanding as of the Completion of Funding plus the principal amount previously redeemed pursuant to Article III. The remaining voted authorization, if any, under the Election will be the voted amount less the sum of the amount previously issued as described in the Recitals and the amount issued as calculated pursuant to the preceding sentence.

Section 202. Security for the Bond.

(a) The Bond is a special, limited obligation of the City payable solely from, and secured by a pledge of, Net Revenues. The City hereby pledges the Net Revenues to the payment of the principal of the Bond. The Bond shall not be or constitute a general obligation of the City, nor shall it constitute an indebtedness of the City within the meaning of any constitutional or statutory provision, limitation or restriction, and the City shall have no power to levy or collect any taxes of any kind for the purpose of paying the principal of the Bond.

(b) The covenants and agreements of the City contained in this Ordinance and in the Bond shall be for the equal benefit, protection and security of the legal owners of any or all of the Bond, all of which shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of the Bond, or otherwise. The Bond shall stand on a parity and be equally and ratably secured with respect to the payment of principal from Net Revenues and in all other respects with any Parity Bonds. The Bond shall not have any priority with respect to the payment of principal from Net Revenues or otherwise over any Parity Bonds and the Parity Bonds shall not have any priority with respect to the payment of principal from Net Revenues or otherwise over the Bond.

Section 203. Description of the Bond. The Bond consists of one fully registered bond numbered from R-1, in the denomination of $100,000 or any integral multiple of $0.01 in excess thereof, or if the principal amount of the Bond is less than $100,000, then an amount equal to the principal amount of the

Bond (the "Authorized Denomination"). The Bond will be issued in substantially the form of Exhibit A and will be registered, transferred and exchanged as provided in Section 206. The Bond is dated as of the Closing Date. The Bond will mature and become due on the Stated Maturity (subject to optional and mandatory redemption prior to Stated Maturity as provided in Article III). The Bond will not bear interest.

Section 204. Designation of Paying Agent. The City has designated the Paying Agent as the City's paying agent for the payment of the principal of the Bond, bond registrar for the registration, transfer and exchange of the Bond and escrow agent with respect to the funds and accounts established with the Paying Agent under the Escrow Agreement.

Section 205. Method and Place of Payment of the Bond.

(a) Payment of the Bond will be made with any coin or currency that is legal tender for the payment of debts due the United States of America on the payment date.

(b) The payment of the principal of and redemption premium, if any, payable on the Bond at Stated Maturity or upon earlier redemption will be made by check or draft mailed by the Paying Agent to the address of the Owner shown in the Bond Register. The principal of and redemption premium, if any, on the Bond is also payable by electronic transfer in immediately available federal funds to a bank in the continental United States of America pursuant to instructions from the Owner received by the Paying Agent prior to the Record Date.

(c) Payments of principal on the Bond pursuant to Article III may be made directly to the Owner without surrender of any Bond to the Paying Agent. Accordingly, any transferee of a Bond should verify with the Paying Agent the principal of the Bond outstanding prior to such purchase or transfer, and the records of the Paying Agent shall be conclusive for such purposes.

(d) The Paying Agent will keep a record of payment of the principal and redemption premium, if any, on the Bond and, at least annually, at the written request of the City, will forward a copy or summary of the record of payments to the City.

(e) The Bond will be held by the Paying Agent in trust for each Owner, unless the Paying Agent is otherwise directed in writing by an Owner.

Section 206. Registration, Transfer and Exchange of the Bond.

(a) The City will cause the Paying Agent to keep the Bond Register. The Bond when issued will be registered in the name of the Owner on the Bond Register. The Bond will be transferred and exchanged only upon the Bond Register.

(b) Upon surrender of the Bond at the payment office of the Paying Agent in St. Louis, Missouri (or other office designated by the Paying Agent), the Paying Agent will transfer or exchange the Bond for a new Bond or Bonds in an Authorized Denomination, of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. Any Bond presented for transfer or exchange must be accompanied by a written instrument of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Owner or by the Owner's authorized agent. Any Bond presented for transfer or exchange must be surrendered to the Paying Agent for cancellation.

(c) For every exchange or transfer of the Bond the City or the Paying Agent may levy a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid for the exchange or transfer. The person requesting the exchange or transfer must pay the charge. Payment of the charge is a condition precedent to the exchange or transfer. If any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against the Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Internal Revenue Code of 1986, as amended, this amount may be deducted by the Paying Agent from amounts payable to the Owner under this Ordinance and the Bond.

(d) The City and the Paying Agent will treat the person in whose name any Bond is registered on the Bond Register as the absolute owner of the Bond, whether or not payment of the Bond is overdue, for the purpose of receiving payment of the principal of and redemption premium, if any, on the Bond and for all other purposes. All payments made to any Owner or upon the Owner's order will be valid and effective to satisfy and discharge the City's liability for payment of the Bond to the extent of the sum or sums paid. Neither the City nor the Paying Agent will be affected by any notice to the contrary.

(e) At reasonable times and under reasonable rules established by the Paying Agent, the Owners of 25% or more in principal amount of the Outstanding Bond, or their representative designated in a manner satisfactory to the Paying Agent, may inspect and copy the Bond Register.

Section 207. Execution, Authentication and Delivery of the Bond.

(a) The Bond must be signed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and have the official seal of the City affixed or imprinted thereon. If any officer whose manual or facsimile signature appears on the Bond ceases to be an officer before the delivery of the Bond signed by the officer, the manual or facsimile signature on the Bond will be valid and sufficient for all purposes of this Ordinance.

(b) The Mayor and the City Clerk are directed to prepare and execute the Bond as specified in this Article, and when executed, to deliver the Bond to the Paying Agent for authentication. Each Bond will be authenticated by any authorized signatory of the Paying Agent. No Bond is entitled to any security or benefit under this Ordinance or is valid or obligatory for any purpose until authenticated by the Paying Agent.

(c) Prior to the Completion of Funding, promptly upon the receipt by the Paying Agent of each Purchase Price Installment paid by the Owner in accordance with the Purchase Agreement, an authorized signatory of the Paying Agent will endorse Schedule A to a Bond with the date of receipt of the Purchase Price Installment, the amount of the Purchase Price Installment and the resulting Cumulative Principal Amount Outstanding. No further entries to Schedule A related to Purchase Price Installments will be made after the Completion of Funding.

Section 208. Mutilated, Destroyed, Lost and Stolen Bonds.

(a) If (i) any mutilated Bond is surrendered to the Paying Agent, or the City and the Paying Agent receive evidence to their satisfaction of the mutilation, destruction, loss or theft of any Bond, and (ii) there is delivered to the City and the Paying Agent security or indemnity as required by them, in the absence of notice to the City or the Paying Agent that the Bond has been acquired by a bona fide purchaser, the City will execute and the Paying Agent will register and deliver, in exchange for or in lieu of any mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount. If the Bond has become or is about to become due, the City may pay the Bond instead of issuing a new Bond.

(b) Upon the issuance of any new Bond under this Section, the City or the Paying Agent may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge imposed and any other expenses (including the fees and expenses of the Paying Agent) connected with the issuance of the Bond.

(c) Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost or stolen Bond will constitute a replacement of the prior obligation of the City, whether or not the mutilated, destroyed, lost or stolen Bond is enforceable by anyone at any time, and will be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds.

Section 209. Cancellation and Destruction of Bonds Upon Payment. Any Bond that has been paid or redeemed or that have otherwise been surrendered to the Paying Agent, either at or before Stated Maturity, will be canceled immediately upon the payment or redemption and the Paying Agent's receipt of the Bond. The Paying Agent will periodically destroy canceled Bonds. If requested by City, the Paying Agent will execute a certificate describing the destroyed Bonds and file an executed counterpart of the certificate with the City.

Section 210. Sale of the Bond; Authorization and Execution of Documents.

(a) The Bond will be sold to the Owner at the purchase price of 100% of the initial Purchase Price Installment paid on the Closing Date plus each Purchase Price Installment made by the Owner thereafter pursuant to Section 3.3 of the Purchase Agreement.

(b) The City is authorized to enter into the Purchase Agreement and the Escrow Agreement, in substantially the forms presented to the Governing Body at this meeting. The Mayor is authorized to execute the Purchase Agreement and the Escrow Agreement for and on behalf of and as the act and deed of the City, with changes approved by the Mayor, which approval will be conclusively evidenced by the signature of the Mayor of the City on such documents. The Mayor is further authorized and directed to execute other documents, certificates and instruments that are necessary or desirable to carry out the intent of this Ordinance. The City Clerk is authorized and directed to attest the execution of the Purchase Agreement, the Escrow Agreement and any other documents, certificates and instruments that are necessary or desirable to carry out the intent of this Ordinance.

Section 211. Paying Agent's Fee. Subject to Section 202, the City will pay to the Paying Agent, within 30 days after receipt of a statement from the Paying Agent, an amount equal to the Paying Agent's fees and expenses as provided in the Escrow Agreement.

ARTICLE III

REDEMPTION OF THE BOND

Section 301. Optional Redemption. At the option of the City, with the prior written consent of the Owner, the Bond may be called for redemption and payment prior to the Stated Maturity thereof in whole or in part at any time, at the redemption price of 100% of the principal amount thereof. If an optional redemption is in part, the principal amount for each Payment Date following the optional redemption will be reduced on a proportionate basis (to the nearest $0.01). If the Bond is optionally redeemed prior to the Stated Maturity thereof, the Owner may require the payment by the City of a sum sufficient to cover any professional costs, fees and expenses (including the fees and expenses of the Paying Agent and other consultants (legal, financial or otherwise) of the Owner and the Authority) incurred in connection with the early redemption of the Bond.

Section 302. Mandatory Redemption Provisions.

(a) The Bond is subject to mandatory sinking fund redemption in part, at a redemption price equal to 100% of the principal amount thereof, on the Payment Dates and in the principal amounts as set forth on Exhibit B.

(b) If upon the Completion of Funding, the Cumulative Principal Amount Outstanding is less than the Maximum Principal Amount (disregarding any scheduled redemptions above that have occurred prior to the Completion of Funding), the principal amount for each Payment Date following the Completion of Funding will be reduced on a proportionate basis (to the nearest $0.01).

(c) If the final date of Project Completion, as certified by the City pursuant to Section 3.4(a) of the Purchase Agreement, will cause the final Payment Date to be more than 5 years from the date of Project Completion, the Stated Maturity of the Bond will be revised to be not more than 5 years from the certified date of Project Completion and the principal amount for each remaining Payment Date will be modified on a proportionate basis (to the nearest $0.01). In no event will the revised Stated Maturity of the Bond exceed 35 years from the Closing Date.

Section 303. Revisions to Exhibit B upon Partial Redemption.

(a) Upon the partial redemption of the Bond pursuant to Section 301 or if Section 302(b) is applicable, the Owner will provide a replacement Exhibit B, reflecting the reductions to the principal amounts, to the Paying Agent and the City, which will be binding on the City absent manifest error and will replace the previous Exhibit B without any further action on the part of the City. The revised Exhibit B is subject to such verification requirements as may be reasonably established by the Paying Agent.

(b) The redemption of the Bond in part will be reflected in the records maintained by the Paying Agent.

Section 304. Notice and Effect of Call for Redemption.

(a) No notice of the mandatory redemption of the Bond is required to be given. If the Bond is being optionally redeemed, notice of redemption will be given in the manner described below. Unless waived by the Owner of the Bond or portion thereof to be redeemed, the Paying Agent, on behalf of the City, will give notice by mailing a redemption notice, at least 15 days, but not more than 30 days, prior to the date fixed for redemption, to the Owner of the Bond to be redeemed at the address shown on the Bond Register.

(b) All redemption notices will be dated and include the following information:

(1) the redemption date,

(2) the redemption price, consisting of the principal amount and redemption premium, if any,

(3) if less than all of the Outstanding Bond is to be redeemed, the identification number, if any, the Stated Maturity and, the principal amount of the Bond to be redeemed,

(4) a statement that on the redemption date the redemption price will become due and payable upon the Bond or portion of the Bond called for redemption, and

(5) the address of the principal office of the Paying Agent where the Bond must be surrendered for payment of the redemption price.

(c) If notice of redemption has been given or waived, the Bond or portions to be redeemed will become due and payable on the redemption date at the redemption price specified in the notice. From and after the redemption date (unless the City defaults in the payment of the redemption price), the called Bond or portion thereof will cease to bear interest. Upon the surrender of the Bond or portions thereof for payment of the redemption price in accordance with the notice, the Paying Agent will pay the redemption price to the applicable Owner.

ARTICLE IV

ESTABLISHMENT OF FUNDS AND ACCOUNTS

Section 401. Establishment of Funds and Accounts.

(a) The City hereby creates the following separate funds and accounts in the treasury of the City, known respectively as the:

(1) Sewerage System Revenue Fund (the "Revenue Fund");

(2) Sewerage System Operation and Maintenance Account (the "Operation and Maintenance Account");

(3) Sewerage System Depreciation and Replacement Account (the "Depreciation and Replacement Account"); and

(4) Sewerage System Surplus Account (the "Surplus Account").

(b) The City hereby establishes the following special funds and accounts with the Paying Agent under the Escrow Agreement:

(1) the Debt Service Fund;

(2) the Project Fund; and

(3) the Costs of Issuance Fund.

Section 402. Administration of Funds and Accounts. The funds and accounts described in Sections 401(a)(1), (2), (3) and (4) will be maintained and administered by the City under this Ordinance while the Bond is outstanding. The funds and accounts described in Section 401(b) will be maintained and administered by the Paying Agent pursuant to the Escrow Agreement while the Bond is Outstanding.

Section 403. Deposits and Application of Bond Proceeds and Other Moneys.

(a) On the Closing Date, the proceeds received from the sale of the Bond will be deposited upon the delivery of the Bond into the Project Fund and the Costs of Issuance Fund as provided in the Escrow Agreement. Thereafter, each Purchase Price Installment will be deposited into the Project Fund.

(b) Moneys in the Project Fund will be disbursed for the purpose of paying the Eligible Costs of the Project in accordance with the professional agreements for such services previously approved by the Governing Body and DNR and on file in the office of the City Clerk.

(c) Requisitions will be submitted for funding of the Purchase Price Installments and resulting withdrawals from the Project Fund in accordance with Article III of the Purchase Agreement. Funds will be disbursed from the Costs of Issuance Fund as provided in the Escrow Agreement.

ARTICLE V

APPLICATION OF REVENUES

Section 501. Revenue Fund. The City covenants and agrees that from and after the delivery of the Bond and so long as any portion of the Bond remains Outstanding and unpaid, all Revenues derived and collected by the City will be deposited into the Revenue Fund when received. The Revenues will be segregated from all other moneys, revenues, funds and accounts of the City. The Revenue Fund will be administered and applied solely for the purposes and in the manner provided in this Ordinance, the Parity Bonds Ordinance and any other ordinance with respect to System Revenue Bonds.

Section 502. Application of Moneys in Funds and Accounts.

(a) The City will apply moneys in the Revenue Fund on the dates, in the amounts and in the order as follows:

(1) *Operation and Maintenance Account.* On the first day of each month, to the Operation and Maintenance Account an amount sufficient to pay the estimated cost of operating and maintaining the System during the month, which amount shall include (i) on the dates required by any Parity Bonds Ordinance, the amounts required to pay the fees described in the Parity Bonds Ordinance, if any, and (ii) on the dates required by Section 211, the amounts required to pay the Paying Agent's Fees and expenses;

(2) *Debt Service Fund and Debt Service Accounts.* On a parity basis (i) to any debt service fund or account for any other Parity Bonds issued by the City in the amounts and at the times required under the applicable Parity Bonds Ordinance and (ii) by the Funds Transfer Method, on each Quarterly Payment Date, to the Paying Agent for credit to the Debt Service Fund on September 15, 2029, and on each Quarterly Payment Date thereafter, 1/2 of the principal due on the Bond on the next succeeding Payment Date, whether at Stated Maturity or upon mandatory sinking fund redemption; provided, however, that:

(A) prior to the Completion of Funding, the investment earnings on the Project Fund for the preceding calendar quarter will be credited against the next Quarterly Payment; and

(B) if the Project Completion specified in the certificate delivered by the City under Section 3.4(a) of the Purchase Agreement is earlier than the expected Project Completion, all remaining unpaid principal installments of the Bond will be paid on the Quarterly Payment Date that is not more than 5 years after the certified date of Project Completion (as set forth in the revised debt service schedule and replacement Exhibit B (Mandatory Sinking Fund Redemption Schedule) provided by DNR pursuant to Section 3.4(b) of the Purchase Agreement);

(3) *Parity Debt Service Reserve Account*. After payments and credits required at the time to be made under the provisions of paragraphs (1), and (2) of this subsection have been made, there shall next be paid and credited, on a parity basis, to any debt service reserve fund or account for any Parity Bonds issued by the City in the amounts and at the times required under the applicable Parity Bonds Ordinance;

(4) *Depreciation and Replacement Account*. After all payments and credits required at the time to be made under the provisions of paragraphs (1), (2), and (3) of this subsection have been made, there shall next be paid and credited to the Depreciation and Replacement Account the amounts and at the times required under any applicable Parity Bonds Ordinance for the purposes stated therein; and

(5) *Surplus Account*. After all payments and credits required at the time to be made under the provisions of paragraphs (1), (2), (3), and (4) of this subsection have been made, the remaining balance to the Surplus Account. Moneys in the Surplus Account are to be expended for the following purposes as determined by the Governing Body:

(A) paying the cost of the operation, maintenance and repair of the System to the extent necessary after the application of the moneys held in the Operation and Maintenance Account and the Depreciation and Replacement Account;

(B) paying the cost of extending, enlarging or improving the System;

(C) preventing default in, anticipating payments into or increasing the amounts in the accounts confirmed or established in Section 401, or establishing or increasing the amount of any debt service account or debt service reserve account created by the City for the payment of any System Revenue Bonds subsequently issued;

(D) redeeming and paying prior to Stated Maturity, or, at the option of the City, purchasing in the open market at the best price obtainable not exceeding the call price (if any bonds are callable), the Bond or any portion thereof or any other System Revenue Bonds or any portion thereof hereafter issued under the conditions hereinafter specified and standing on a parity with the Bond, including principal, redemption premium, if any, and interest; or

(E) subject to Section 502(c), any other lawful purpose in connection with the operation of the System and benefiting the System including, but not limited to, payments with respect to bonds or other obligations of the System.

(b) All amounts paid and credited to the Operation and Maintenance Account will be expended solely for the purpose of paying the Current Expenses of the System.

(c) No moneys derived by the City from the System will be diverted to the general governmental or municipal functions of the City.

(d) If the deposits to the Operation and Maintenance Account (the "OM Deposits") required under this Section are greater than the OM Deposits required in the User Charge Ordinance, the OM Deposits under the User Charge Ordinance will be deemed a credit toward OM Deposits required under this Section. If the OM Deposits required under this Section are less than those required in the User Charge Ordinance, OM Deposits under this Section will be deemed a credit to OM Deposits required under the User Charge Ordinance.

Section 503. Deficiency of Payments into Funds and Accounts.

(a) If the Revenues are insufficient to make any payment on any date specified in this Article, the City will make good the amount of the deficiency by making additional payments out of the first available Revenues for application in the order specified in Section 502.

(b) If the moneys in the Debt Service Fund, or any debt service fund or account or debt service reserve fund or account for any Parity Bonds issued by the City are not sufficient to pay the principal of and interest on the Bond and any Parity Bonds issued by the City as and when the same become due, the City will apply moneys in the Surplus Account and the Depreciation and Replacement Account on a proportionate basis (based upon the outstanding principal amounts of the Bond and any Parity Bonds issued by the City) to the Debt Service Fund and the debt service fund or account for any Parity Bonds issued by the City to prevent any default in the payment of the principal of and interest thereon.

Section 504. Transfer of Funds to Paying Agent. Subject to the provisions of Section 503(b) with respect to the application of funds on a proportionate basis with any Parity Bonds issued by the City, the City Clerk or any other officer of the City is authorized and directed to make the payments to the Debt Service Fund as provided in Section 502 and, to the extent necessary to prevent a default in the payment of the Bond, withdrawal funds from the Surplus Account and from the Depreciation and Replacement Account as provided in Sections 502 and 503, in sums sufficient to pay the Bond when due, and to forward amounts to the Paying Agent by the Funds Transfer Method that ensures the Paying Agent will have sufficient available funds on or before the second Business Day immediately preceding the dates when payments on the Bond are due. Upon the payment of all principal on the Bond, the Paying Agent will return any excess funds to the City. Except as otherwise provided in the Escrow Agreement, all moneys deposited by the City with the Paying Agent are subject to the provisions of this Ordinance.

Section 505. Business Days. If any date for the payment of principal of, or redemption premium, if any, on the Bond or the taking of any other action hereunder is not a Business Day, then such payment shall be due, or such action shall be taken, on the first Business Day thereafter with the same force and effect as if made on the date fixed for payment or performance.

ARTICLE VI

INVESTMENT OF MONEYS

Section 601. Investment of Moneys. Moneys held in any fund or account referred to in this Ordinance may be invested in Investment Securities; provided, however, that any fund or account held by the Paying Agent shall be invested as provided in Section 11 of the Escrow Agreement. No such investment will be made for a period extending longer than the date when the money invested may be needed. All earnings on any investments held in any fund or account will accrue to the applicable fund or account. In determining the amount held in any fund or account under this Ordinance, obligations will be valued at the lower of cost or market value. If the amount in any fund or account held within the Treasury of the City is greater than the required amount, the City may transfer the excess to the Revenue Fund.

ARTICLE VII

PARTICULAR COVENANTS OF THE CITY

The City covenants and agrees with the Owner of the Bond that so long as any portion of the Bond remains Outstanding and unpaid it will comply with each of the following covenants:

Section 701. Efficient and Economical Operation; User Charge Ordinance. The City will continuously own and will operate the System in an efficient and economical manner and will keep and maintain the System in good repair and working order. The City has duly approved the User Charge Ordinance and will enforce the provisions thereof.

Section 702. Rate Covenant. The City will fix, establish, maintain and collect rates, fees and charges for the use and services furnished by or through the System to produce income and revenues sufficient to (a) pay the costs of the operation and maintenance of the System; (b) pay the principal of the Bond as and when due; (c) enable the City to have in each Fiscal Year Net Revenues of not less than 110% of the amount required to be paid by the City in the Fiscal Year on account of both principal of and interest on all System Revenue Bonds at the time outstanding, provided that (i) interest on any System Revenue Bonds will be reduced by Subsidy Payments, if any, and (ii) principal and/or interest on any System Revenue Bonds will be reduced by amounts deposited in trust or escrowed for the payment thereof with the Owner or commercial bank or trust company located in the State of Missouri having full trust powers and acting as trustee or escrow agent and that are reasonably expected to be used for the payment of principal and/or interest on any System Revenue Bonds during the calculation period; and (d) provide reasonable and adequate reserves for the payment of the Bond and for the protection and benefit of the System as provided in this Ordinance. The City will require the prompt payment of accounts for service rendered by or through the System and will promptly take whatever action is legally permissible to enforce and collect delinquent charges. Each Fiscal Year, the City shall review the rates, fees and charges for the use and services furnished by or through the System and revise such rates, fees and charges as necessary to ensure that the System generates Net Revenues sufficient to meet the requirements of this Section.

Section 703. Reasonable Charges for all Services. None of the facilities or services provided by the System will be furnished to any user (excepting the City itself) without a reasonable charge being made therefor. If the income and revenues derived by the City from the System are insufficient to pay the reasonable expenses of operation and maintenance of the System and the principal of the Bond when due, the City will pay into the Revenue Fund a fair and reasonable payment in accordance with effective applicable rates and charges for all services or other facilities furnished to the City or any of its departments by the System.

Section 704. Annual Budget. Prior to the commencement of each Fiscal Year, the City will cause a budget setting forth the estimated receipts and expenditures of the System for the next succeeding Fiscal Year to be prepared and filed with the office of the City Clerk. The City Clerk, within 30 days after the end of the current Fiscal Year, will mail a copy of the budget to the Owner. The annual budget will be prepared in accordance with the laws of the State.

Section 705. Annual Audit.

(a) Promptly after the end of each Fiscal Year, the City will cause an audit of the System for the preceding Fiscal Year to be made by a certified public accountant or firm of certified public accountants employed for that purpose and paid from the Revenues. The annual audit will cover in reasonable detail the operation of the System during the Fiscal Year.

(b) As soon as possible after the completion of the annual audit, the Governing Body will review the annual audit, and if the annual audit reveals any breach of this Ordinance, the City agrees to promptly cure the breach.

(c) Within 30 days after the acceptance of the audit by the Governing Body, a copy of the annual audit will be filed in the office of the City Clerk. The annual audit will be open to examination and inspection during normal business hours by any taxpayer, any user of the services of the System, the Owner, or anyone acting for or on behalf of the taxpayer, user or Owner.

(d) The City acknowledges its undertakings with respect to audits set forth in Section 2.1 of the Purchase Agreement.

Section 706. Performance of Duties. The City will faithfully and punctually perform all duties and obligations with respect to the operation of the System, including all extensions and improvements thereto, now or hereafter imposed upon the City by the constitution and laws of the State and by the provisions of this Ordinance.

ARTICLE VIII

ADDITIONAL BONDS

Section 801. Prior Lien Bonds. Except with the prior written consent of the Owner, the City will not issue any debt obligations payable out of the Net Revenues that are superior in lien, security or otherwise to the Bond.

Section 802. Parity Lien Bonds or Obligations.

(a) Except as provided in subparagraph (b), the City will not issue any additional bonds or other long-term obligations payable out of the Net Revenues of the System that stand on parity or equality with the Bond unless the following conditions are met:

(1) the City is not in default in the payment of principal or interest on the Bond or any Parity Bonds or in making any deposit into the funds and accounts under this Ordinance or any Parity Bonds Ordinance; and

(2) the City provides to the Owner a certificate showing either of the following:

(A) the average annual Net Revenues as set forth in the two most recent annual audits for Fiscal Years preceding the issuance of additional bonds, are at least 110% of the average annual debt service on the System Revenue Bonds, including the additional bonds proposed to be issued, to be paid out of the Net Revenues in all succeeding Fiscal Years. Interest to be paid on any System Revenue Bonds will be reduced by Subsidy Payments, if any. Principal and/or interest to be paid on any System Revenue Bonds will be reduced by amounts deposited in trust or escrowed for the payment thereof with the Owner or commercial bank or trust company located in the State of Missouri having full trust powers and acting as trustee or escrow agent and that are reasonably expected to be used for the payment of principal and/or interest on any System Revenue Bonds during the calculation period. If the City has made any increase in rates for the use and services of the System and the increase has not been in effect during all of the two Fiscal Years for which annual audits are available, the City may add to the audited Net Revenues the additional Net

Revenues that would have resulted if the rate increase had been in effect for the entire period, as certified by a Consultant; or

(B) the estimated average annual Net Revenues for the two Fiscal Years immediately following the issuance of the additional bonds or, if improvements are to be made to the System with the proceeds of the additional bonds, for the two Fiscal Years immediately following the Fiscal Year in which the improvements to the System being financed by the additional bonds are to be in commercial operation, as certified by a Consultant, is at least 110% of the average annual debt service on the System Revenue Bonds, including the additional bonds proposed to be issued, to be paid out of the Net Revenues in succeeding Fiscal Years following the commencement of commercial operation of the improvements. Interest to be paid on any System Revenue Bonds will be reduced by Subsidy Payments, if any. Principal and/or interest to be paid on any System Revenue Bonds will be reduced by amounts deposited in trust or escrowed for the payment thereof with the Owner or commercial bank or trust company located in the State of Missouri having full trust powers and acting as trustee or escrow agent and that are reasonably expected to be used for the payment of principal and/or interest on any System Revenue Bonds during the calculation period. In determining the amount of estimated Net Revenues for the purpose of this subsection, a Consultant may adjust the estimated net income and revenues by adding the estimated increase in Net Revenues resulting from any increase in rates for the use and services of the System approved by the City and to become effective during the two Fiscal Years immediately following the Fiscal Year in which the improvements to the System being financed by the additional bonds are to be in commercial operation.

(b) If the conditions set forth in this Section are satisfied, the City (i) may issue additional revenue bonds or other obligations of the City on a parity with the Bond and that enjoy complete equality of the lien on the Net Revenues with the Bond, (ii) may make equal provision for paying the additional revenue bonds or other obligations from the Revenue Fund, and (iii) may secure the additional revenue bonds or other obligations by funding reasonable System debt service accounts and debt service reserve accounts from the Net Revenues.

Section 803. Junior Lien Bonds. Nothing in this Article prohibits or restricts the right of the City to issue additional revenue obligations, including System Revenue Bonds, for the purpose of extending, improving, enlarging, repairing or altering the System, or refunding obligations issued for such purposes, that are junior and subordinate to the Bond if, at the time of the issuance of the additional revenue obligations, the City is not in default in the performance of any covenant or agreement in this Ordinance. If the City is in default in paying principal of the Bond, the City will not make any payments on the subordinate revenue obligations until the default is cured. Subject to the limitations in this Section, the City may make provision for paying the principal of and interest on the subordinate revenue bonds or obligations from moneys in the Revenue Fund.

Section 804. Refunding Bonds. The City may, without complying with the provisions of Section 802, refund all or any portion of the Bond or any Parity Bonds in a manner that provides debt service savings to the City, and the refunding bonds so issued will be on a parity with any of the Bond and any Parity Bonds that are not refunded. If the Bond or any Parity Bonds are refunded in part and the refunding bonds bear a higher average rate of interest or become due on a date earlier than that of the Bond or the Parity Bonds that are refunded, the City must obtain the prior written consent of the Owner to the issuance of the refunding bonds.

ARTICLE IX

DEFAULT AND REMEDIES

Section 901. Events of Default. If (a) the City defaults in the payment of the principal of the Bond, or (b) the City or its Governing Body or any of its officers, agents or employees fails or refuses to comply with any provision of this Ordinance, the Purchase Agreement, the Escrow Agreement or the Constitution or laws of the State relating to the Bond or the operation of the System and such non-compliance continues for a period of 60 days after written notice specifying such non-payment default has been given to the City by the Owner of any Bond then Outstanding, at any time thereafter and while the default continues, the City shall pay to DNR the penalties assessed by DNR in accordance with the Regulations.

Section 902. Remedies.

(a) The provisions of this Ordinance constitute a contract between the City and the Owner of the Bond. The Owners of not less than 10% in principal amount of the Bond at the time Outstanding have the right for the equal benefit and protection of all Owners of the Bond similarly situated:

(1) by any proceeding at law or in equity to enforce the rights of the Owner or Owners against the City and its officers, agents and employees, and to compel the performance by the City of its duties and obligations under this Ordinance, the Constitution and the laws of the State;

(2) by any proceeding at law or in equity to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(3) by any proceeding at law or in equity to enjoin any act or thing that is unlawful or in violation of the rights of the Owners of the Bond.

(b) Any amounts paid on the Bond to the Owners will be applied to principal to the extent due and payable.

Section 903. Limitation on Rights of Owners. No Owner has any right in any manner whatever by the Owner's action to affect, disturb or prejudice the security granted and provided for in, or enforce any right under, this Ordinance, except in the manner provided in this Ordinance. All proceedings at law or in equity will be for the equal benefit of all Owners.

Section 904. Remedies Cumulative. No remedy conferred upon the Owners is intended to be exclusive of any other remedy. Each remedy is in addition to every other remedy and may be exercised without exhausting any other remedy conferred under this Ordinance. No waiver by any Owner of any default or breach of duty or contract of the City under this Ordinance will affect any subsequent default or breach of duty or contract by the City or impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default will impair any right or power or will be construed to be a waiver of any default. Every substantive right and every remedy conferred upon the Owners of the Bond by this Ordinance may be enforced and exercised from time to time and as often as may be expedient. If any Owner discontinues any proceeding or the decision in the proceeding is against the Owner, the City and the Owners of the Bond will be restored to their former positions and rights under this Ordinance.

Section 905. No Obligation to Levy Taxes. Nothing in this Ordinance imposes any duty or obligation on the City to levy any taxes either to meet any obligation incurred under this Ordinance or to pay the principal of the Bond.

ARTICLE X

DEFEASANCE

Section 1001. Defeasance. When any or all of the Bond has been paid and discharged, then the requirements contained in this Ordinance and the pledge of Net Revenues made hereunder and all other rights granted hereby shall terminate with respect to the Bond or portion thereof so paid and discharged. The Bond or portion thereof shall be deemed to have been paid and discharged within the meaning of this Ordinance if there shall have been deposited with the Paying Agent or other bank or trust company located in the State of Missouri, at or prior to Stated Maturity or redemption date of said Bond or portion thereof, in trust for and irrevocably appropriated thereto, moneys and/or non-callable Defeasance Securities (the "Defeasance Escrow") which, together with the interest to be earned on any such obligations, will be sufficient for the payment of the Bond or portion thereof on the Stated Maturity or date of redemption, as the case may be, or if default in such payment shall have occurred on such date, then to the date of the tender of such payments, provided; however, that if any such Bond or portion thereof shall be redeemed prior to Stated Maturity, (a) the City shall have elected to redeem such Bond or portion thereof, and (b) either notice of such redemption shall have been given or the City shall have given irrevocable instructions to the Paying Agent to redeem such Bond or portion thereof; and provided further, however, that if the interest on the Defeasance Escrow is to be used to pay debt service on the Bond or portion thereof at its Stated Maturity or upon redemption, there shall be filed with the City, the Owner and the Paying Agent (i) an Opinion of Local Bond Counsel to the effect that the conditions for the defeasance of the Bond or portion thereof pursuant to this Section have been complied with and (ii) if the interest on the Defeasance Escrow is to be used to pay debt service on the Bond or portion thereof at the Stated Maturity or upon redemption, a written report of an independent certified public accountant evidencing the sufficiency of the Defeasance Escrow. Any moneys and obligations which at any time shall be deposited with the Paying Agent, or other bank by or on behalf of the City, for the purpose of paying and discharging the Bond or portion thereof shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bond, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge of this Ordinance. All moneys deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance.

ARTICLE XI

AMENDMENTS

Section 1101. Amendments.

(a) Any provision of the Bond or of this Ordinance may be amended by an ordinance with the prior written consent of the Owner. Consent must be evidenced by an instrument executed by the Owner, acknowledged or proved in the manner of a deed to be recorded, and filed with the office of the City Clerk.

(b) No amendment will be effective until (i) the City has delivered to the Owner and the Paying Agent an opinion of Local Bond Counsel stating that the amendment is permitted by this Ordinance and the Act, complies with their respective terms and is valid and binding upon the City in accordance with its terms, and (ii) the City Clerk has on file a copy of the amendment and all required consents.

ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 1201. Further Authority. The officers of the City, including the Mayor and the City Clerk, are authorized and directed to execute all documents and take the actions as are necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial changes in the documents approved by this Ordinance which they may approve. The execution of any document or taking of any related action constitutes conclusive evidence of the necessity or advisability of the action or change.

Section 1202. Electronic Transactions. The transactions described in this Ordinance and the Bond may be conducted and related documents may be stored, received and delivered by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1203. Severability. If any section or other part of this Ordinance is for any reason held invalid, the invalidity will not affect the validity of the other provisions of this Ordinance.

Section 1204. Governing Law. This Ordinance is governed by and will be construed in accordance with the laws of the State.

Section 1205. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the Governing Body and approval by the Mayor.

[Remainder of Page Intentionally Left Blank]

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 17th day of August 2026.

Presiding Officer of the Council

Approved by the Mayor of said City this 17th day of August 2026.

Traves Williams, Mayor

ATTEST:

Jason S. Myers, MRCC
City Clerk

EXHIBIT A

FORM OF BOND

[THIS BOND IS TRANSFERABLE ONLY TO ANY SUCCESSOR TO THE MISSOURI DEPARTMENT OF NATURAL RESOURCES OR ITS ASSIGNS]

Registered
No. R-_______

Registered
Not to exceed $5,512,000

UNITED STATES OF AMERICA
STATE OF MISSOURI

CITY OF SEDALIA, MISSOURI

SEWERAGE SYSTEM REVENUE BOND
(STATE OF MISSOURI – DIRECT LOAN PROGRAM – DESIGN PHASE)
SERIES 2026

Closing Date	Interest Rate	Stated Maturity[†]
	0.00%	July 1, 2031

REGISTERED OWNER: MISSOURI DEPARTMENT OF NATURAL RESOURCES

PRINCIPAL AMOUNT: NOT TO EXCEED FIVE MILLION FIVE HUNDRED TWELVE THOUSAND DOLLARS

The CITY OF SEDALIA, MISSOURI, a third-class city and political subdivision of the State of Missouri (the "City"), for value received, hereby promises to pay to the Owner shown above, or registered assigns, the Cumulative Principal Amount Outstanding set forth on Schedule A to this Bond in installments on January 1 and July 1 in each year, commencing January 1, 2030 (each an "Payment Date"). The Bond will not bear interest. *Terms not otherwise defined in this Bond have the respective meanings as set forth in the Ordinance.*

The principal of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered on the Bond Register at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the payment office of UMB Bank, N.A., St. Louis, Missouri (the "Paying Agent"), or such other office designated by the Paying Agent. The payment of the principal of and redemption premium, if any, payable on this Bond at maturity or upon earlier redemption will be made by check or draft mailed by the Paying Agent to the address of the Owner shown in the Bond Register. The principal of and redemption premium, if any, on the Bond is also payable by electronic transfer in immediately available federal funds to a bank in the continental United States of America pursuant to instructions from the Owner received by the Paying Agent prior to the Record Date. The principal of this Bond is payable in lawful money of the United States of America.

This Bond is one of a duly authorized series of bonds of the City designated "Sewerage System Revenue Bond (State of Missouri – Direct Loan Program – Design Phase) Series 2026" (the "Bond"), issued by the City for the purpose of financing certain planning and design services for future improvements to

[†] Subject to change pursuant to Section 302 of the Ordinance and Section 3.4 of the Purchase Agreement.

the sewerage system owned and operated by the City (said system, together with all future improvements and extensions thereto hereafter constructed or acquired by the City, being herein called the "System"), under the authority of and in full compliance with provisions of the Act, and pursuant to an election duly held in the City and an ordinance duly passed by the City Council of the City (the "Ordinance").

At the option of the City, the Bond may be called for redemption and payment prior to maturity in whole or in part at any time with the prior written consent of the Owner as provided in the Ordinance at a redemption price equal to 100% of the principal amount.

The Bond is subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements of the Ordinance, at a redemption price equal to 100% of the principal amount.

Except as otherwise provided in the Ordinance, notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by registered or certified mail at least 15 days, but not more than 30 days, prior to the date fixed for redemption, to the Owner of the Bond or portion thereof to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Owner to the Paying Agent. Notice of redemption having been given or waived as aforesaid, the Bond or portions thereof to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified.

The Bond is a special, limited obligation of the City payable solely from, and secured as to the payment of principal by a pledge of, the Net Revenues. The taxing power of the City is not pledged to the payment of the Bond. The Bond does not constitute a general obligation of the City or an indebtedness of the City within the meaning of any constitutional or statutory provision, limitation or restriction.

Under the conditions set forth in the Ordinance, the City has the right to issue additional bonds payable from the Net Revenues; provided, however, that such additional bonds may be so issued only in accordance with and subject to the covenants, conditions and restrictions relating thereto set forth in the Ordinance.

The City covenants with the Owner of this Bond to keep and perform all covenants and agreements contained in the Ordinance, and the City will fix, establish, maintain and collect rates, fees and charges for the use and services furnished by or through the System to produce Revenues sufficient to pay the operation and maintenance costs of the System, pay the principal of the Bond and provide reasonable and adequate reserve funds. Reference is made to the Ordinance for a description of the agreements made by the City with respect to the collection, segregation and application of the Revenues, the nature and extent of the security for the Bond, the rights, duties and obligations of the City with respect to the Bond, and the rights of the Owners.

The Bond is issuable in the form of one fully registered bond in the denomination of $100,000 or any integral multiple of $0.01 in excess thereof, or if the principal amount of the Bond is less than $100,000, then an amount equal to the principal amount of the Bond (an "Authorized Denomination").

This Bond may be transferred or exchanged, as provided in the Ordinance, only upon the registration books kept for that purpose at the above-mentioned office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or exchange satisfactory to the Paying Agent duly executed by the Owner or the Owner's duly authorized agent, and thereupon a new Bond or Bonds in any Authorized Denomination, with the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance, and upon payment of the charges therein prescribed. The City and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and for all other purposes.

This Bond will not be valid or be entitled to any security or benefit under the Ordinance until the Paying Agent has executed the Certificate of Authentication.

[Remainder of Page Intentionally Left Blank]

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to the issuance of the Bond have existed, happened and been performed in due time, form and manner as required by law, and that before the issuance of the Bond, provision has been duly made for the collection, segregation and application of Revenues as provided in the Ordinance.

IN WITNESS WHEREOF, the CITY OF SEDALIA, MISSOURI, has executed this Bond by causing it to be signed by the manual signature of its Mayor and attested by the manual signature of its City Clerk, and its official seal to be affixed hereto or imprinted hereon.

(SEAL) CITY OF SEDALIA, MISSOURI

ATTEST:

______________________________ By ______________________________
City Clerk Mayor

CERTIFICATE OF AUTHENTICATION

This Bond is one of the bonds described in the within-mentioned Ordinance.

Registration Date: ______________________

UMB BANK, N.A., Paying Agent

By ______________________________
Authorized Signatory

RECORD OF PRINCIPAL PAYMENTS AND REDEMPTIONS

Under the provisions of the Ordinance, payments of the principal installments of this Bond and partial redemptions of the principal of this Bond will be made directly to the Owner without surrender of this Bond to the Paying Agent. Accordingly, any purchaser or other transferee of this Bond should verify with the Paying Agent the principal of this Bond outstanding prior to such purchase or transfer, and the records of the Paying Agent shall be conclusive for such purposes.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

____

(Print or Type Name, Address and Social
Security Number or other Taxpayer Identification Number of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints UMB BANK, N.A., agent to transfer the within Bond on the books kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _______________.

____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears on the face of the within Bond in every particular.

Medallion Signature Guarantee:

SCHEDULE A

CITY OF SEDALIA, MISSOURI
SEWERAGE SYSTEM REVENUE BOND
(STATE OF MISSOURI – DIRECT LOAN PROGRAM – DESIGN PHASE)
SERIES 2026

CUMULATIVE PRINCIPAL AMOUNT OUTSTANDING

Date[1]	Purchase Price Installment	Principal Amount Redeemed[2]	Cumulative Principal Amount Outstanding	Authorized Signatory of Paying Agent

(1) Date constitutes date of registration with respect to such portion of the Bond. No further entries to Schedule A related to Purchase Price Installments will be made after the Completion of Funding.

(2) Commencing with first Payment Date if prior to Completion of Funding.

EXHIBIT B

MANDATORY SINKING FUND REDEMPTION SCHEDULE

Redemption Date	Principal Amount
January 1, 2030	$1,378,000
July 1, 2030	1,378,000
January 1, 2031	1,378,000
July 1, 2031†	1,378,000

†Stated Maturity; subject to change pursuant to Section 302 of the Ordinance and Section 3.4 of the Purchase Agreement

GILMORE & BELL, P.C.
DRAFT – JULY 25, 2026
FOR DISCUSSION PURPOSES ONLY

PURCHASE AGREEMENT

Dated as of August 1, 2026

by and between the

MISSOURI DEPARTMENT OF NATURAL RESOURCES

and the

CITY OF SEDALIA, MISSOURI

relating to

NOT TO EXCEED $5,512,000
SEWERAGE SYSTEM REVENUE BOND
(STATE OF MISSOURI – DIRECT LOAN PROGRAM – DESIGN PHASE)
SERIES 2026

OF THE

CITY OF SEDALIA, MISSOURI

Council Agenda

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PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement") is entered into as of August 1, 2026, between the MISSOURI DEPARTMENT OF NATURAL RESOURCES, a department of the State of Missouri, and its successors and assigns ("DNR"), and the CITY OF SEDALIA, MISSOURI, a third-class city and political subdivision of the State of Missouri (the "Participant"). *Terms not otherwise defined in the Recitals or Section 1.1 of this Agreement have the meanings set forth in the below-defined Ordinance.*

RECITALS

1. Pursuant to 10 CSR 20-4.040 through 10 CSR 20-4.041 and 10 CSR 20-4.050 of the Code of State Regulations, DNR, in cooperation with the Clean Water Commission of the State of Missouri (the "Commission"), has developed and implemented the State of Missouri Clean Water State Revolving Fund Direct Loan Program (the "CWSRF Direct Loan Program") and has stated its intent to make loans and grants to political subdivisions and other qualified recipients of the State of Missouri.

2. The Commission has approved a loan to the Participant to be made by DNR pursuant to this Agreement (the "Loan").

3. DNR and the Participant have entered into this Agreement to (a) provide for the Loan to finance planning and design services for future improvements to certain publicly-owned or other qualified wastewater treatment facilities (the "Project" as further described in this Agreement), (b) set forth the parties' respective covenants and agreements respecting the application of the net proceeds of the Loan and the implementation of the Project, and (c) satisfy the obligations of DNR under the Federal Act and EPA guidance related to the CWSRF Direct Loan Program and to preserve The Water and Wastewater Loan Fund in perpetuity.

4. The Loan will be evidenced by the Bond of the Participant delivered to DNR, as owner of the Bond (the "Owner"), in the form authorized by the ordinance of the Participant (the "Ordinance").

5. As a condition to the execution and delivery of this Agreement, DNR has required that the Participant enter into the Escrow Agreement dated as of August 1, 2026 (the "Escrow Agreement"), between the Participant and UMB Bank, N.A., as paying agent and escrow agent (the "Paying Agent").

6. The Participant has passed the User Charge Ordinance (as further defined below), the form of which has been reviewed and approved by DNR.

AGREEMENT

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. In addition to words and terms defined in the Recitals, elsewhere in this Agreement and in the Ordinance, capitalized words and terms have the following meanings in this Agreement:

"Actual Reimbursement Amount" means the amount of a Requisition approved for payment in accordance with Section 3.3.

"Authority" means the State Environmental Improvement and Energy Resources Authority, a body corporate and politic and a governmental instrumentality of the State.

"Authorized Representative" means any person designated in writing by a certificate executed by the Participant and filed with the Paying Agent and DNR.

"Bond" means the Sewerage System Revenue Bond (State of Missouri – Direct Loan Program – Design Phase) Series 2026, issued by the Participant pursuant to the Ordinance.

"Bond Payments" means the amounts required to be paid by the Participant in repayment of the Bond pursuant to Section 4.1.

"Business Day" means any day other than a Saturday, a Sunday or any other day that banking institutions in the State are authorized or required to be closed.

"CFR" means the Code of Federal Regulations.

"Closing Date" means the date of the initial issuance and delivery of the Bond.

"Completion of Funding" means the date, established by the Participant, that no further Requisitions will be submitted by the Participant, and therefore no further Purchase Price Installments will be funded by DNR, as evidenced by a written certificate executed by the Authorized Representative and filed with DNR and the Paying Agent.

"Costs of Issuance" means all costs of issuing the Bond as certified by the Participant.

"Disbursement" means each amount advanced from the Project Fund to the Participant under this Agreement and Section 7 of the Escrow Agreement to pay Eligible Costs and Costs of Issuance, in an amount equal to the applicable Purchase Price Installment deposited by DNR pursuant to Section 3.3.

"Eligible Costs" means Project Costs determined by DNR to be eligible under the Regulations.

"EPA" means the Environmental Protection Agency.

"Escrow Agreement" means the Escrow Trust Agreement dated as of August 1, 2026, between the Participant and the Paying Agent, as supplemented, modified or amended in accordance with its terms.

"Event of Default" means an "Event of Default" as defined in Article VII.

"Federal Act" means the Federal Water Quality Act of 1987, 33 U.S.C. Section 1381, *et seq.*, as amended.

"Fiscal Year" means the fiscal year of the Participant, currently April 1 to March 31.

"Funding Sources" means the sources identified by DNR from time to time to fund the Loan, initially as described in Section 2.2.

"Governing Body" means the Participant's City Council.

"Ineligible Costs" means Project Costs that are not Eligible Costs.

"Loan" means the loan by DNR to the Participant, funded in installments from the Funding Sources in accordance with, and subject to the terms and conditions of, this Agreement. The Loan is evidenced by the Bond.

"Local Bond Counsel" means Gilmore & Bell, P.C., or another attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing engaged by the Participant and approved by a written instrument from DNR to the Participant and the Paying Agent.

"Master Trust Agreement" means the Amended and Restated Master Trust Agreement dated as of as of December 1, 2020, between the Authority and the Master Trustee, as amended, supplemented or restated from time to time.

"Master Trust Bonds" means bonds of the Authority at any time outstanding and secured under the Master Trust Agreement.

"Master Trustee" means UMB Bank, N.A., St. Louis, Missouri, as master trustee under the applicable Master Trust Agreement, and any successor master trustee pursuant to a Master Trust Agreement.

"Maximum Principal Amount" means $5,512,000.

"Ordinance" means the ordinance of the Participant, passed on August 17, 2026, authorizing the issuance of the Bond, as supplemented, modified or amended in accordance with its terms.

"Program Bond Counsel" means Gilmore & Bell, P.C., or another attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing engaged on behalf of DNR in connection with the CWSRF Direct Loan Program.

"Project" means all engineering and design costs related to the Participant's CWSRF construction project (No. C291035-01-26P). Only costs incurred prior to the CWSRF construction loan closing date will be eligible for reimbursement through this Loan. The Project includes, but is not limited to, design, easement acquisition, surveying, geotechnical evaluation, bidding assistance, user charge evaluation, and creation of operation and maintenance manuals, emergency operation plans, and asset management plans. Advertising costs, cultural resource surveys, and legal expenses may also be included in the Project. The Project further includes all changes agreed to in writing by the Participant and DNR.

"Project Completion" means the date on which the Participant certifies that the Project has been completed in accordance with Section 3.4.

"Project Costs" means all costs or expenses that are necessary, incident or directly attributable to the Project, consisting of Eligible Costs and Ineligible Costs, if any.

"Regulations" means 10 CSR 20-4.040 through 10 CSR 20-4.041 and 10 CSR 20-4.050 of the Code of State Regulations, as amended.

"Requisition" means the Reimbursement Form in substantially the form of Exhibit A, with such changes as are approved by DNR with written notice to the Participant and the Paying Agent.

"SRF Program" means the Missouri Leveraged State Drinking Water Revolving Fund Program, the Missouri Leveraged State Water Pollution Control Revolving Fund Program, the State of Missouri Drinking Water State Revolving Fund Direct Loan Program, and/or the State of Missouri Clean Water State Revolving Fund Direct Loan Program.

"State" means the State of Missouri.

"Supplemental Agreement" means any agreement supplementing or amending this Agreement pursuant to Section 8.6.

"User Charge Ordinance" means Article V of Chapter 60 of the Sedalia City Code, as amended by Ordinance No. 12327 adopted by the Governing Body on August 18, 2025, as further amended, supplemented or replaced.

Section 1.2 Interpretation.

(a) The words "herein," "hereof" and "hereunder" and words of similar import, without reference to any particular section or subdivision, refer to this Agreement as a whole rather than to any particular section or subdivision of this Agreement.

(b) References in this Agreement to any particular article, section or subdivision hereof are to the designated article, section or subdivision of this Agreement as originally executed.

(c) The Table of Contents and titles of articles and sections herein are for convenience of reference only and are not a part of this Agreement, and shall not define or limit the provisions of this Agreement.

(d) Unless the context hereof clearly requires otherwise, the singular shall include the plural and vice versa and the masculine shall include the feminine and vice versa.

(e) Words importing person shall include partnerships, limited liability companies, associations and corporations, including public bodies, as well as natural persons.

(f) Articles, sections, subsections and clauses mentioned by number only are those so numbered that are contained in this Agreement.

(g) Any opinion of counsel required under this Agreement shall be a written opinion of such counsel.

(h) Wherever an item or items are listed after the word "including," such listing is not intended to be a listing that excludes items not listed.

(i) When used in this Agreement, "day" means "calendar day."

Section 1.3 DNR Actions. All approvals, notices, consents and other actions of DNR under this Agreement (other than the execution of this Agreement and any amendments hereto) will be executed by the Director of the Financial Assistance Center of DNR (or any other person designated from time to time by the Director of DNR by a written instrument filed with the Participant and the Paying Agent), who shall have continued authority to grant such approvals and consents, deliver notices and perform other actions of DNR under this Agreement.

ARTICLE II

REPRESENTATIONS AND COVENANTS

Section 2.1 Representations and Covenants of Participant. The Participant represents to and covenants with DNR, as follows:

(a) Organization and Authority.

(i) The Participant is a third-class city duly created and validly existing under the laws of the State and has the necessary power and authority to own its properties and carry on its governmental functions as now being conducted.

(ii) The Participant has full legal right and authority and all necessary licenses and permits required as of the date of this Agreement to own, operate and maintain the System, to carry on its activities relating to the System, to undertake and complete the Project, to execute and deliver this Agreement, the Escrow Agreement, to issue the Bond, to pledge the sources for repayment of the Loan and the Bond under this Agreement, the Ordinance and the Bond, and to carry out its agreements under this Agreement.

(iii) The proceedings of the Participant's Governing Body approving this Agreement and authorizing the Participant to undertake and complete the Project have been duly and lawfully passed.

(iv) This Agreement, the Escrow Agreement, the Bond, the Ordinance, the User Charge Ordinance and all other ordinances of the Participant authorizing the Participant to undertake and complete the Project have been duly authorized, executed and delivered by the Participant, and constitute the legal, valid and binding obligations of the Participant enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights and to the exercise of judicial discretion in accordance with general principles of equity.

(v) The User Charge Ordinance has been duly and lawfully adopted by the Participant's Governing Body.

(b) Full Disclosure. To the best knowledge of the Participant, after due investigation, there is no fact that the Participant has not disclosed to DNR in writing on the Participant's application for participation in the CWSRF Direct Loan Program, or otherwise, that materially and adversely affects or that will materially and adversely affect the properties or activities of the Participant or the System, or the ability of the Participant to make all Bond Payments and otherwise observe and perform its agreements under this Agreement.

(c) Pending Litigation. To the best knowledge of the Participant, after due investigation, there are no proceedings pending or, to the knowledge of the Participant, threatened against or affecting the Participant, in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially and adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Participant or the System, or the ability of the Participant to make all Bond Payments and otherwise observe and perform its agreements under this Agreement, that have not been disclosed in writing to DNR in the Participant's application for participation in the CWSRF Direct Loan Program or otherwise.

(d) Compliance with Existing Laws and Agreements. The agreements of the Participant in this Agreement will not constitute a default under any indenture, mortgage, deed of trust, lease or agreement or other instrument executed by the Participant or by which it or any of its property is bound or any applicable law, rule, regulation or judicial proceeding.

(e) No Defaults. No event has occurred and no condition exists that constitutes or, with the giving of notice or the lapse of time, would constitute an Event of Default. To the knowledge of the Participant, after due investigation, the Participant is not in violation of any agreement that would materially adversely affect the ability of the Participant to make all Bond Payments or otherwise observe and perform its agreements under this Agreement.

(f) Governmental Consent. To the best of its knowledge, the Participant has made all filings that it is obligated to make with, and has obtained all permits, licenses, franchises, consents, authorizations and approvals required to date from, all federal, state and local regulatory agencies having jurisdiction to the extent, if any, required by applicable laws and regulations to be made or to be obtained in undertaking the Project or this Agreement. To the best of its knowledge, the Participant has complied with all applicable provisions of law requiring any notification to any governmental body or officer in connection with this Agreement or with the undertaking, completion or financing of the Project.

(g) Source for Repayment. The Participant has established a dedicated revenue source for the repayment of the Loan. The dedicated source of revenue includes a system of service rates, fees and charges or other sources of revenue established under the Ordinance and the User Charge Ordinance for such purpose.

(h) Performance Under Agreement. The Participant covenants and agrees:

(i) to comply with all applicable State and federal laws, rules and regulations in the performance of this Agreement, including federal laws and executive orders referenced in Exhibit B to the extent applicable; and

(ii) to cooperate with DNR in the timely observance and performance of the respective agreements of the Participant and DNR under this Agreement.

(i) Bid Solicitations. Executive Order 12549 – Debarment and Suspension establishes procedures that require EPA to deny any individual, organization, or unit of government the opportunity to participate in federally-assisted programs because of misconduct or poor performance. The Participant acknowledges that doing business with any party appearing in the "List of Parties Excluded from Federal Procurement or Non Procurement Programs" may result in the termination of the Participant's participation in the CWSRF Direct Loan Program and may also result in suspension or debarment under the Regulations. The Participant will obtain the written approval of DNR before advertising for bids.

(j) Disadvantaged Business Enterprises ("DBEs"). The Participant will ensure that DBEs have the opportunity to compete as sources for the procurement of services related to this Agreement. Minority Business Enterprises ("MBE") and Women Business Enterprises ("WBE") reporting is required where there are funds budgeted for procuring construction, equipment, services and supplies, that exceed the threshold amount of $250,000, including any amendments and/or modifications. Once the threshold is exceeded, all procurement actions are reportable, not just that portion that exceeds the threshold. The Participant shall utilize EPA form 5700-52A to annually report to DNR procurements for the Project. Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after completion of the Project, whichever comes first.

(k) Prevailing Wage. The Participant will require any Project contractor and subcontractor to pay all laborers and mechanics employed by the contractor or subcontractor at rates not less than the greater of (1) those rates prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act), as required by Sec. 602(b)(6) of the Federal Water Pollution Control Act or (2) those rates required pursuant to Chapter 290 of the Revised Statutes of Missouri, as amended. The Participant agrees to include information about these requirements in solicitation documents.

(l) Retainage. The Participant shall comply with the provisions of Section 8.960 of the Revised Statutes of Missouri, as amended, with respect to the amount of any retainage required to be withheld on any contract or subcontract for the Project.

(m) Completion of Project and Provision of Moneys. The Participant agrees:

(i) to exercise its best efforts in accordance with prudent wastewater collection and treatment utility practice to complete the Project in a timely manner; and

(ii) subject to the provisions of the Ordinance, to provide from its own financial resources all moneys in excess of the amount available under this Agreement required to complete the Project.

(n) Requests for Funding; Use of Proceeds. The Participant will request the funding of Purchase Price Installments to pay Eligible Costs in accordance with this Agreement to the extent the sum of Purchase Price Installments and Costs of Issuance has not exceeded the Maximum Principal Amount, in order to provide for the prompt payment of the contractors. The Participant will apply the Disbursements to finance a portion of the Project Costs, and, where applicable, to reimburse the Participant for a portion of the Project Costs, which portion was paid or incurred in anticipation of reimbursement from moneys held in the Project Fund and is eligible for reimbursement pursuant to the Regulations. All costs will be Eligible Costs that DNR is authorized to finance pursuant to the Federal Act and the Regulations.

(o) Notice of Completion. The Participant will provide written notice of Project Completion to DNR within 45 days after the occurrence of such event.

(p) Compliance Certification. This paragraph is applicable if DNR notifies the Participant in writing that the actions described in this paragraph are required. On the first anniversary of Project Completion (or such earlier date if set forth in DNR's notice to the Participant pursuant to this subsection), the Participant will certify to DNR whether the Project meets the Project performance standards. Any statement of noncompliance must be accompanied by a corrective action report containing an analysis of the cause of the Project's failure to meet performance standards, the actions necessary to bring it into compliance and a projected date for positive certification of the Project. Timely corrective action will be implemented by the Participant.

(q) Retention of Project Records. The Participant will retain all Project records in accordance with Chapter 109 of the Revised Statutes of Missouri, as amended.

(r) Operations and Maintenance of System; User Charge Ordinance. The Participant will, in accordance with prudent wastewater collection and treatment utility practice,

(i) at all times operate the System in an efficient manner,

(ii) maintain the System in good repair, working order and operating condition over the structural and design life of the System,

(iii) implement the User Charge Ordinance as approved by DNR prior to Project Completion and for the term of the Loan, and

(iv) in accordance with 10 CSR 20-9.020(2) of the Regulations, provide a certified operator for the life of the System.

(s) Records and Accounts; Audits.

(i) The Participant will keep accurate records and accounts for the System (the "System Records") separate and distinct from its other records and accounts (the "General Accounts"). The System Records and General Accounts will be available for inspection by DNR at any reasonable time.

(ii) The Participant will maintain the System Records in accordance with accounting principles generally accepted in the United States of America as codified in the Governmental Accounting Standards Board's *Codification of Governmental Accounting and Financial Reporting Standards (Codification)*.

(A) The Participant will use the accrual or modified accrual basis of accounting (in order to provide an effective measure of costs and expenditures) for the System Records.

(B) The Participant may use an accounting method other than accounting principles generally accepted in the United States of America for its General Accounts.

(iii) Promptly after the end of each Fiscal Year, the Participant will cause an audit of the System for the preceding Fiscal Year to be made by a certified public accountant or firm of certified public accountants employed for that purpose and paid from the Revenues pursuant to the Ordinance. The annual audit will cover in reasonable detail the operation of the System during the Fiscal Year. So long as the Loan is outstanding, within 180 days after the end of the Participant's Fiscal Year, a copy of the audit will be delivered (via regular mail or electronically) to DNR. If audited financial statements are not available by the time required pursuant to this Section, the Participant shall notify DNR in writing of the delay with the expected date of completion.

(iv) If notified by DNR, the Participant will comply with OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grants Guidance), governing the audit of state and local governments, if the Participant expends during any Fiscal Year an aggregate amount of $1,000,000 or more of federal assistance (1) under the SRF Program and (2) from other federal sources.

(A) A copy of the Participant's annual audit, including the written comments and recommendations of the Participant's auditor, will be furnished to DNR within the time period provided in OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grants Guidance).

(B) The amount of federal assistance to the Participant under the SRF Program for each Fiscal Year will be identified in each payment review letter transmitted to the Participant by DNR.

(v) In accordance with, and subject to the requirements of, Section 29.235 of the Revised Statutes of Missouri, as amended, the Participant will (A) make available to the State auditor, or his or her designee, all books, accounts, records, reports, vouchers and other documents relating to the Project and the Loan and (B) permit the examination and inspection of all property constituting the Project.

(t) Inspections; Information. The Participant will permit the EPA, the Paying Agent, DNR and any party designated by DNR to examine and inspect the Project at any reasonable time and to inspect and make copies of any accounts, books and records, including its records regarding receipts, disbursements, contracts, investments, its financial condition and other related matters, and will supply such reports and information as the EPA, the Paying Agent and DNR may reasonably require.

(u) Insurance. The Participant will carry and maintain the amount of all risk insurance on the properties and operations of the System as would be carried by similar municipal operators of wastewater collection and treatment facilities, insofar as the properties are insurable at a commercially reasonable cost.

(v) Notice of Material Adverse Change. The Participant will promptly notify DNR of any material and adverse change in the activities, prospects or condition (financial or otherwise) of the System or in the ability of the Participant to make the Bond Payments and otherwise observe and perform its agreements under this Agreement.

(w) Completion Required Without Regard to Sufficiency of Loan. Subject to the provisions of the Ordinance, the Participant agrees to complete the Project whether or not the proceeds from the Loan are sufficient to complete the Project.

(x) Signage - Enhancing Public Awareness. The Participant agrees to comply with the Guidelines for Enhancing Public Awareness of SRF Assistance Agreements, issued by EPA and dated June 3, 2015.

(y) Control of Project Site. A portion of the proceeds of the Loan will be used for land, easement, and right-of-way acquisition. The Participant will provide, or has provided, written assurance to DNR, signed by an attorney, that the Participant has proper title, easements, and rights-of-way to the property on or through which the Participant's CWSRF construction project (No. C291035-01-26P) is to be constructed. This written assurance will be provided prior to construction contract award.

Section 2.2 Representations of DNR. DNR represents as follows:

(a) DNR is a department of the State and a governmental instrumentality duly organized and existing under the laws of the State with lawful power and authority to enter into this Agreement acting by and through its duly authorized officers.

(b) DNR is the State's administrative body responsible for the enforcement of the Federal Act and Chapter 644 of the Revised Statutes of Missouri, as amended, and is responsible for the management of the CWSRF Direct Loan Program. DNR will comply with the terms and conditions of its agreements with EPA applicable to the CWSRF Direct Loan Program.

(c) DNR commits to fund the Loan from one or more of the following sources (provided DNR may modify the sources if DNR has the legal authority to commit the replacement sources to the funding of the Loan):

(i) any available funds pursuant to a capitalization grant agreement with the EPA;

(ii) any available funds designated as the State's required matching funds necessary to receive ongoing capitalization grants from the EPA including, but not limited to, proceeds from the sale of Master Trust Bonds issued by the Authority designated as "State Match Bonds" (as defined in the Master Trust Agreement);

(iii) any available proceeds from the sale of Master Trust Bonds issued by the Authority designated as "Leveraged Bonds" (as defined in the Master Trust Agreement); and/or

(iv) The Water and Wastewater Loan Revolving Fund.

(d) This Loan has been designated as a "federal equivalency project" for Capitalization Grant No. CS290001-27 and 4C977973-02.

(e) The execution, delivery and performance of this Agreement by DNR will not result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or agreement or other instrument to which DNR is a party or by which it or any of its property is bound or any applicable law, rule or regulation.

ARTICLE III

EXECUTION OF AGREEMENT; TERMS OF LOAN

Section 3.1 Execution and Delivery of Agreement.

(a) Simultaneously with the execution of this Agreement, the Participant will deliver, or cause to be delivered, the following:

(i) to DNR and the Paying Agent, a certified copy of the Ordinance and the minutes (or an excerpt thereof) of the meeting of the Participant's Governing Body showing the passage of the Ordinance;

(ii) to the Paying Agent, the executed Bond in the maximum principal amount of $5,512,000, to be authenticated by the Paying Agent and held by the Paying Agent in trust on behalf of the Owner;

(iii) to DNR and the Paying Agent, an executed counterpart of this Agreement and the Escrow Agreement;

(iv) to DNR and the Paying Agent, a certificate of the Participant executed by the Authorized Representative in form and substance satisfactory to DNR; and

(v) to DNR, a signed copy of the opinion of Local Bond Counsel, addressed to DNR, to the effect that the execution and delivery of this Agreement, the Escrow Agreement and the Bond have been duly authorized by the Participant; this Agreement, the Escrow Agreement and the Bond have been duly and validly executed and delivered by the Participant and constitute valid and binding obligations of the Participant enforceable in accordance with their terms; and the Bond is a valid and binding special, limited obligation of the Participant payable solely from, and secured by a pledge of, the Net Revenues derived by the Participant from the operation of the System, after providing for the costs of operation and maintenance thereof; and will address whether the Bond is issued on parity with, or is junior and subordinate to, any outstanding System Revenue Bonds of the Participant. In rendering the foregoing opinion, Local Bond Counsel may take an exception on account of bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

Section 3.2 Maximum Principal Amount of Loan. Subject to the provisions of this Agreement, DNR will make the Loan in installments to the Participant in the maximum principal amount of $5,512,000 to pay Eligible Costs of the Project and to pay Costs of Issuance. The Maximum Principal Amount may be reduced without revision of any other terms, provisions or conditions of this Agreement to reflect reductions in the estimated or actual total Eligible Costs as impacted by the opening of bids, change orders, final actual costs, and prepayments. The Loan is evidenced by the Bond.

Section 3.3 Funding of Purchase Price Installments and Disbursements.

(a) DNR will fund Purchase Price Installments and moneys will be disbursed from the Project Fund to the Participant only once each calendar month in accordance with this Section and the Escrow Agreement. DNR will not fund a Purchase Price Installment in the months of June and December after the date that is two Business Days prior to the 15th calendar day of those months, unless DNR and the Paying Agent have agreed to the special arrangements, in their sole discretion.

(b) The Participant will deliver, by overnight delivery, regular mail service or electronic mail, a completed Requisition to DNR. The Requisition must be executed by the Authorized Representative, set forth the amounts due and payable to the payees identified in signed invoices or statements attached to the Requisition submitted to DNR, and contain any additional information requested by DNR. The execution and delivery of a Requisition will constitute a representation by the Participant that, to the best of its knowledge, the amounts for which a Requisition is submitted are due and payable and constitute Eligible Costs and/or Costs of Issuance. Notwithstanding any provision herein to the contrary, no Requisition is required for the initial Purchase Price Installment related to the payment of Costs of Issuance.

(c) DNR will use its best efforts to review a Requisition within ten Business Days after its receipt to determine if any Project Costs are Ineligible Costs. This determination will be conclusive, unless determined otherwise by EPA in its annual oversight reviews. DNR will notify the Paying Agent of DNR's approval of the Requisition in whole or in part by transmitting to the Paying Agent the approved Requisition. The approved Requisition will not be accompanied by applicable vouchers and statements. DNR will not approve any Requisition upon an Event of Default by the Participant or the issuance of a stop-work order by EPA or DNR.

(d) Upon DNR's approval of a Requisition, DNR will fund a Purchase Price Installment of the Bond in an amount equal to the Actual Reimbursement Amount by electronic transfer of funds to the Paying Agent for deposit by the Paying Agent in the Project Fund. Subject to Section 7 of the Escrow Agreement, the Paying Agent will pay the Actual Reimbursement Amount to the Participant within two Business Days after the Paying Agent's receipt of the approved Requisition.

Section 3.4 Project Completion.

(a) The completion of the Project shall be evidenced to the Paying Agent and DNR by a certificate signed by the Authorized Representative stating (i) that the Project has been completed in accordance with the professional agreements for such services, (ii) that all Project Costs have been paid, except Project Costs the payment of which is not yet due or is being retained or contested in good faith by the Participant or required to be retained pursuant to this Agreement, and (iii) the date of Project

Completion. The Participant's certificate must be accompanied by a complete set of plans and specifications signed and sealed by the Consulting Engineer that was engaged to complete the Project and the written assurance signed by an attorney as required by Section 2.1(y). The Participant's certificate may state that it is given without prejudice as to any rights of the Participant against third parties that exist as of the date of the certificate or that may subsequently come into being.

(b) If the date of Project Completion, as certified by the Participant pursuant to subsection (a) above, will cause the final principal payment on the Loan to be more than 5 years after said date, DNR will provide a revised debt service schedule and replacement Exhibit B (Mandatory Sinking Fund Redemption Schedule) to the Ordinance to the Participant and the Paying Agent reflecting a final Payment Date not more than 5 years after the certified date of Project Completion.

Section 3.5 Completion of Funding.

(a) The Completion of Funding will be the date of a certificate signed by the Authorized Representative and delivered to the Paying Agent and DNR stating that no further funding of Purchase Price Installments will be requested by the Participant. DNR may direct the Participant to sign and deliver a Completion of Funding certificate in appropriate circumstances. Appropriate circumstances include, but are not limited, to the following:

(i) the Participant appears to have satisfied or is in a position to satisfy the conditions set forth in Section 3.4 for completion of the Project and/or has filed the certificate described in Section 3.4 but has not filed the Completion of Funding certificate in a timely manner;

(ii) the Participant has not submitted a Requisition for a significant period of time or otherwise demonstrated that the Participant is proceeding with due diligence to complete the Project; or

(iii) Completion of Funding has not occurred by the third anniversary of the Closing Date, unless the Participant, by written request to DNR, requests an extension and establishes to the satisfaction of DNR that Completion of Funding will occur within a reasonable period thereafter.

(b) Within 10 Business Days after the Participant has delivered the Completion of Funding certificate, DNR will provide a final debt service schedule for the Bond, which the Parties hereby acknowledge and agree shall serve as a replacement Exhibit B (Mandatory Sinking Fund Redemption Schedule) to the Ordinance without the requirement of any further action by the Governing Body of the Participant, the Owner or the Paying Agent.

ARTICLE IV

PAYMENTS

Section 4.1 Bond Payments. The Participant will repay the Loan by making the Bond Payments in accordance with the Ordinance.

Section 4.2 Additional Payments. The Participant will be responsible for payment of all Costs of Issuance. In addition, the Participant will pay the Paying Agent's fees and expenses pursuant to Section 211 of the Ordinance.

Section 4.3 Loan Prepayment. The Participant may prepay the Loan by complying with the redemption provisions for the Bond as set forth in the Ordinance. The Participant will be responsible for the payment of any professional costs, fees and expenses incurred in connection with the prepayment of the Loan pursuant to Section 301 of the Ordinance.

Section 4.4 Disposition of Remaining Moneys. Upon the payment in full of the Bond and the payment of the Paying Agent's Fee and expenses and the extraordinary fees and expenses of the Paying Agent, if any, the Paying Agent will disburse the moneys and Investment Securities remaining in the Debt Service Fund to the Participant.

ARTICLE V

RESERVED

ARTICLE VI

ASSIGNMENTS; SALE, LEASE OR DISPOSAL OF THE PROJECT

Section 6.1 Assignment by DNR. The Participant acknowledges that DNR may, in its sole discretion, assign the Bond and its right, title and interest in this Agreement, in whole or in part, including the right to receive Bond Payments from the Participant, to the Authority or a bond trustee under the SRF Program, to secure Master Trust Bonds or otherwise.

Section 6.2 Assignment by the Participant; Sale, Lease or Disposal of the Project. This Agreement may be assigned by the Participant only with the prior written consent of DNR. The Participant may sell, lease, mortgage or otherwise dispose of the Project only with the prior written consent of DNR. In the event of sale, lease, mortgage or other disposition of the Project, the Participant will apply the proceeds (regardless of the amount of the disposition proceeds), together with such other funds of the Participant, to the full redemption of the Bond in accordance with the provisions of the Ordinance unless otherwise directed in writing by DNR.

ARTICLE VII

EVENTS OF DEFAULTS AND REMEDIES

Section 7.1 Events of Default. Any of the following events will be an "Event of Default" under this Agreement:

(a) failure by the Participant to pay, or cause to be paid, any Bond Payment required to be paid when due;

(b) failure by the Participant to observe and perform any agreement under this Agreement or the Ordinance, other than as referred to in paragraph (a) of this Section, and the continuation of the failure for a period of 30 days after written notice is given pursuant to Section 7.2. If the failure stated in the notice is correctable but cannot be corrected within the applicable period and corrective action is instituted and diligently pursued by the Participant, DNR may not unreasonably withhold its consent to an extension to the date that is 90 days after the delivery of the original notice;

(c) any representation made by or on behalf of the Participant in this Agreement, the Ordinance, the Participant's due diligence request form provided to DNR or in any instrument furnished in compliance with or with respect to this Agreement, is determined by DNR to be false or misleading in any material respect;

(d) a petition is filed by or against the Participant under any federal or state bankruptcy or insolvency law or other similar law, unless any petition filed against the Participant is dismissed within 30 days after filing and the dismissal is final and not subject to appeal; and

(e) the Participant generally fails to pay its debts as they become due.

Section 7.2 Notice of Default. The Participant will give DNR and the Paying Agent prompt telephonic notice of the occurrence of any Event of Default referred to in Section 7.1(d) or (e) and of the occurrence of any other event or condition that, with the passage of time or the giving of notice, would constitute an Event of Default. Telephonic notice will be immediately followed by written notice of the Event of Default. Notice of default given to the Participant will specify the event or condition, state that the event or condition constitutes an Event of Default if not remedied, and request that the event or condition be remedied. Except as provided in the first sentence of this Section, notice will be given in the manner provided in Section 8.4.

Section 7.3 Remedies on Default. Whenever an Event of Default has occurred and is continuing, DNR will have the right to take whatever action at law or in equity as provided in Sections 901 and 902 of the Ordinance, subject to the provisions of Section 202 of the Ordinance, and as otherwise provided by law, including, to the extent permitted by law, pursuant to Section 644.125 of the Revised Statutes of Missouri, as amended.

Section 7.4 Attorneys' Fees and Other Expenses.

(a) Upon (i) an Event of Default or (ii) the occurrence and continuance of any event that, with the giving of notice, lapse of time, or both, would constitute an Event of Default, the Participant, on demand, will pay to the Paying Agent and DNR the reasonable fees and expenses of attorneys and other reasonable costs and expenses (including the reasonably allocated costs of in-house counsel and legal staff) incurred by the Paying Agent and DNR in the collection of Bond Payments or the enforcement of any agreements of the Participant.

(b) Prior to incurring any fees, costs and expenses pursuant to this Section, the Paying Agent and DNR will provide written notice to the Participant that it intends to incur fees, costs and expenses. Failure by the Paying Agent or DNR to give the notice will not affect the Paying Agent's or DNR's right to receive payment for attorneys' fees and expenses under this Section 7.4. Upon request by the Participant, the Paying Agent and DNR will provide the Participant with copies of statements evidencing the fees, costs and expenses for which the Paying Agent or DNR is requesting payment. The statements may be edited to maintain the attorney-client privilege.

Section 7.5 Application of Moneys. Any moneys collected by the Paying Agent and DNR under Section 7.3 will be applied, *first*, to pay principal on the Bond then due and payable, *second*, to pay the fees, costs and expenses owed by the Participant under Section 7.4, and, *third*, to pay any other amounts due and payable under this Agreement and the Escrow Agreement.

Section 7.6 No Remedy Exclusive; Waiver; Notice. No remedy conferred upon or reserved to DNR or the Paying Agent is intended to be exclusive and every remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Event of Default will impair any right, remedy or power or will be construed as a waiver. Any right, remedy or power may be exercised from time to time and as often as may be deemed expedient. Neither the Paying Agent nor DNR are required to give notice to the Participant in advance of the exercise of any right, remedy or power reserved to them in this Article, except as expressly provided in this Article.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Reserved.

Section 8.2 Effect of Breach. Failure on the part of DNR in any instance or under any circumstances to observe or fully perform any obligation assumed by or imposed upon it by this Agreement or by law will not make DNR liable in damages to the Participant or relieve the Participant from making any payment to DNR or fully performing any other agreement under this Agreement. The Participant may have and pursue any other remedies provided by law for compelling performance by DNR of any agreement of DNR.

Section 8.3 Termination of Agreement. This Agreement will terminate upon the payment in full of the Bond under the Ordinance and the transfer of balances as set forth in Section 4.3.

Section 8.4 Notices. All notices, filings and other communications will be given by overnight or first class mail, postage pre-paid, or sent by electronic mail, telegram, telecopy or telex or other similar communication or delivered by a reputable private courier or overnight delivery service, addressed as follows; provided, however, that notice to the Paying Agent shall be effective only upon receipt:

Participant:

City of Sedalia, Missouri
200 South Osage Avenue
Sedalia, Missouri 65301
Attention: City Administrator

DNR:

Missouri Department of Natural Resources
Financial Assistance Center
1101 Riverside Drive, P.O. Box 176 (Zip Code 65102)
Jefferson City, Missouri 65101
Attention: Director
Email: deqwpcpfacaccounting@dnr.mo.gov

Paying Agent:

UMB Bank, N.A.
2 South Broadway, Suite 600
St. Louis, Missouri 63102
Attention: Corporate Trust Department

Each party may change its address by giving written notice of the new address to the other parties.

Section 8.5 Exculpatory Provision. In exercising powers under this Agreement, the Paying Agent, the Participant and DNR and their members, directors, officers, employees and agents will not be liable to any other party to this Agreement (a) for any actions taken or omitted by it or its members, officers, directors, employees or agents in good faith and believed by it or them to be authorized or within their discretion or rights or powers conferred upon them, or (b) for any claims based on this Agreement against any member, director, officer, employee or agent of the Paying Agent, the Participant or DNR in his or her individual capacity.

Section 8.6 Amendment. This Agreement may be amended or supplemented by a written instrument executed by the parties, subject to the requirements of the Federal Act and regulatory authority of EPA that The Water and Wastewater Loan Fund be operated in a manner that preserves The Water and Wastewater Loan Fund in perpetuity for its designated purposes and to provide necessary and ongoing assistance to communities to attain and maintain compliance with the Federal Act.

Section 8.7 Electronic Transactions. The transactions described in this Agreement may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 8.8 Severability of Invalid Provisions. If any agreement provided in this Agreement is contrary to law, that agreement will be severable from the remaining agreements and will not affect the validity of the other provisions of this Agreement.

Section 8.9 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which will be regarded for all purposes as one original and constitute one and the same instrument.

Section 8.10 Applicable Law. This Agreement will be governed exclusively by the laws of the State.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers or signatories and dated as of the day and year first above written.

MISSOURI DEPARTMENT
OF NATURAL RESOURCES

By: ______________________________
Authorized Officer

CITY OF SEDALIA, MISSOURI

____
Mayor

(SEAL)

ATTEST:

____
City Clerk

Taxpayer Identification No.: 44-6000263

EXHIBIT A

FORM OF REQUISITION

MISSOURI DEPARTMENT OF NATURAL RESOURCES
FINANCIAL ASSISTANCE CENTER
STATE REVOLVING FUND REIMBURSEMENT FORM

RECIPIENT ORGANIZATION:
CITY OF SEDALIA
200 SOUTH OSAGE AVENUE
SEDALIA, MO 65301

FUNDING PROGRAM: Clean Water
FUNDING TYPE: Loan
PROJECT NUMBER: C291035-01-26P

PAYMENT REQUEST NUMBER: ___________
LOAN TRUSTEE:
UMB BANK, NA
IN TRUST FOR CITY OF SEDALIA
2 S. BROADWAY, SUITE 600
ST. LOUIS, MO 63102

If applicable, check here if are you requesting release of retainage. ________

ELIGIBLE PROJECT COSTS INCURRED (EXCLUDING RETAINAGE) Show construction, engineering, administrative costs, etc.	Current Period	Cumulative	Office Use Only
A. *Cost of Issuance at Loan Closing*			
B.			
C.			
D.			
E.			
F.			
G.			
H.			
I.			
J.			
K.			
Z. Total from continuation sheet (lines L - Y)			
AA. Eligible costs incurred to date			

FOR OFFICE USE ONLY	BB. TOTAL APPROVED ELIGIBLE COSTS TO DATE	BB.
	CC. LESS AMOUNT PREVIOUSLY APPROVED	CC.
	DD. AMOUNT PAYABLE TO RECIPIENT ____________________	DD.

CERTIFICATION:

1. By signing this form, I certify to the best of my knowledge and belief that the form is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

2. The payrolls for this reimbursement request contain the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i) and that such information is correct and complete; and the project is in compliance with the requirements of 29 CFR 5.5(a)(1), based upon the most recent payroll copies.

RECIPIENT:

Signature of authorized certifying official	**Typed or printed name and title**	**Date signed**

Office Use Only DNR REVIEWER:

Signature of review official	**Typed or printed name and title**	**Date signed**

CONTINUATION PAGE

MISSOURI DEPARTMENT OF NATURAL RESOURCES
FINANCIAL ASSISTANCE CENTER
STATE REVOLVING FUND REIMBURSEMENT FORM

PAGE ______ OF ______

RECIPIENT ORGANIZATION:
CITY OF SEDALIA

PAYMENT REQUEST NUMBER: __________
PROJECT NUMBER: C291035-01-26P

ELIGIBLE PROJECT COSTS INCURRED (EXCLUDING RETAINAGE) Show construction, engineering, administrative costs, etc.	Current Period	Cumulative	Office Use Only
L.			
M.			
N.			
O.			
P.			
Q.			
R.			
S.			
T.			
U.			
V.			
W.			
X.			
Y.			
TOTAL THIS PAGE:			

EXHIBIT B

FEDERAL REQUIREMENTS[1,2]

CATEGORY	FEDERAL CITATION	EQUIV.	NON-EQUIV.
General			
Davis Bacon and Related Acts (DBRA)	33 U.S.C. 1382(b)(6) 42 U.S.C. 300j-12(a)(5)	Yes	Yes
American Iron and Steel (AIS)	33 U.S.C. 1388 42 U.S.C. 300j-12(a)(4)	Yes	Yes
Architecture and Engineering Procurement (Brooks Act) ***(CWSRF only)***	33 U.S.C. 1382(B)(14)	Yes	-
Cost and Effectiveness ***(CWSRF only)***	33 U.S.C. 1382(B)(13)	Yes	Yes
Environmental Review (SERP)	40 CFR 35.3140 40 CFR 35.3580	Yes	Yes
Fiscal Sustainability Plans ***(CWSRF only)***	33 U.S.C. 1383(d)(1)(E)	Yes	Yes
Generally Accepted Accounting Principles	33 U.S.C. 1382(b)(9) 42 U.S.C. 300j-12(g)(3)	Yes	Yes
Signage: 2015 Enhancing Public Awareness	15-02	Yes	-
Single Audit	2 CFR Part 200, Subpart F	Yes	-
Technical, Managerial, and Financial Capacity Demonstration ***(DWSRF only)***	42 U.S.C. 300j-12(a)(13)	Yes	Yes
Crosscutters: Environmental			
Archaeological and Historic Preservation Act (AHPA)	16 U.S.C. 469 et seq. PL 93-291	Yes	-
Clean Air Act Conformity	42 U.S.C. 7401 et seq. PL 95-95	Yes	-
Coastal Barriers Resources Act	16 U.S.C. 3501 et seq. PL 97-348	Yes	-
Coastal Zone Management Act	16 U.S.C. 1451 et seq. PL 92-583	Yes	-
Endangered Species Act	16 U.S.C. 1531 et seq. PL 93-205	Yes	-
Farmland Protection Policy Act	7 U.S.C. 4201 et seq. PL 97-98	Yes	-

[1] As of June 2026
[2] Treatment Works only

CATEGORY	FEDERAL CITATION	EQUIV.	NON-EQUIV.
Floodplain Management - E.O. 11988 (1997) as amended by E.O. 13690 (2015)		Yes	-
Magnuson-Stevens Fishery Conservation Management Act	16 U.S.C. 1801 et seq. PL 94-265	Yes	-
National Historic Preservation Act (NHPA)	54 U.S.C. 300101 et seq. PL 89-655	Yes	-
Sole Source Aquifer, Section 1424(e) of SDWA	42 U.S.C. 300j-3e	Yes	-
Wetlands Protection E.O. 11990 (1977) as amended by E.O. 12608 (1987)		Yes	-
Wild and Scenic Rivers Act	16 U.S.C. 1271 et seq. PL 90-54	Yes	-
Super Crosscutters: Social Policy			
Civil Rights Laws: The Age Discrimination Act of 1975	42 U.S.C. 6102 et seq.	Yes	Yes
Civil Rights Laws: §13 of Federal Water Pollution Control Act Amendments of 1972 ***(CWSRF only)***	33 U.S.C. 1251 et seq. PL 92-500	Yes	Yes
Civil Rights Laws: §504 of Rehabilitation Act of 1973	29 U.S.C. 794 PL 93-112	Yes	Yes
Civil Rights Laws: Civil Rights Act of 1964, Title VI	42 U.S.C. 2000d et seq. PL 88-352	Yes	Yes
Crosscutters: Social Policy Authorities			
Equal Employment Opportunity in Apprenticeship	29 CFR Part 30	Yes	Yes
Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations E.O. 12898 (2003)[3]		Yes	-
Disadvantaged Business Enterprises (DBEs)	40 CFR Part 33	Yes	-

[3] E.O. 12898 was revoked by E.O. 14173 on January 21, 2025. DNR is seeking direction from EPA regarding the applicability of E.O. 12898 to this Loan. Upon obtaining such direction, DNR will promptly advise the Participant.

CATEGORY	FEDERAL CITATION	EQUIV.	NON-EQUIV.
Crosscutters: Economic & Misc. Authorities			
Administration of CAA (§306) & CWA (§508) with respect to Federal contracts, grants, or loans: E.O. 11738 (1973)	42 U.S.C. 7606 et seq. 33 U.S.C. 1368 et seq.	Yes	-
Build America, Buy America Act (BABA)	PL 117-58, §§ 70901-70927	Yes	-
Federal Funding Accountability and Transparency Act (FAFTA)	PL 109-282	Yes	-
Intergovernmental Review: Demonstration Cities and Metropolitan Development Act	42 U.S.C. 3331 et seq. PL 89-754	Yes	-
Intergovernmental Review: Intergovernmental Cooperation Act of 1968	42 U.S.C. 4201 et seq.	Yes	-
Intergovernmental Review: E.O. 12372, as amended (1983)	40 CFR Part 29	Yes	-
Prohibition on Certain Telecom and Video Surveillance Services/Equipment (National Defense Authorization Act)	2 CFR 200.216 PL 115-232 §889	Yes	-
Debarment and Suspension E.O. 12549 (1986)	2 CFR Part 180 2 CFR Part 1532	Yes	-
Uniform Grant Guidance Subaward Procurement and Monitoring ***(Grants only)***	2 CFR 200.317-327 2 CFR 200.331-333	Yes	Yes
Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)	42 U.S.C. 4601 et seq. 40 CFR Part 4 49 CFR Part 24 PL 91-646	Yes	-
Water Supply Cost Savings Self-Certification ***(DWSRF only)***	42 U.S.C. 300j-3d(b)	Yes	-

* * *

GILMORE & BELL, P.C.
DRAFT – JULY 25, 2026
FOR DISCUSSION PURPOSES ONLY

TRANSCRIPT OF PROCEEDINGS

AUTHORIZING THE ISSUANCE

OF

CITY OF SEDALIA, MISSOURI

NOT TO EXCEED $5,512,000
SEWERAGE SYSTEM REVENUE BOND
(STATE OF MISSOURI – DIRECT LOAN PROGRAM – DESIGN PHASE)
SERIES 2026

Council Agenda

CITY OF SEDALIA, MISSOURI

NOT TO EXCEED $5,512,000
SEWERAGE SYSTEM REVENUE BOND
(STATE OF MISSOURI – DIRECT LOAN PROGRAM – DESIGN PHASE)
SERIES 2026

CLOSING: [**CLOSING DATE**]

CLOSING LIST

Document No.	
1.	Bond Ordinance.
2.	Purchase Agreement.
3.	Escrow Trust Agreement.
4.	Specimen Bond.
5.	A. Minutes of November 6, 2023 Meeting of the City Council showing adoption of an ordinance calling a special bond election. B. Agenda/Notice of Meeting.
6.	Ordinance calling a special bond election.
7.	Notification of Election Authority.
8.	A. Official Ballot. B. Certification of Election Results. C. Affidavit of Publication.
9.	A. Minutes of February 21, 2024 Meeting of the City Council showing adoption of an ordinance declaring the results of a special bond election. B. Agenda/Notice of Meeting.
10.	Ordinance declaring the results of a special bond election.
11.	A. Excerpt of Minutes of August 17, 2026 Meeting of the City Council showing adoption of the Bond Ordinance. B. Agenda/Notice of Meeting.
12.	City's Closing Certificate, with the following item attached: Schedule 1. Application of Costs of Issuance Fund Closing Deposit.
13.	Paying Agent's Closing Certificate.
14.	Receipt for Bond and Closing Certificate of DNR.

Document No.	
15.	Pro Forma Debt Service Schedule.
16.	Opinion of Local Bond Counsel.

* * *

EXCERPT OF MINUTES OF MEETING

The City Council of the City of Sedalia, Missouri, met at 6:30 p.m. on August 17, 2026, at City Hall, 200 South Osage Avenue, in Sedalia, Missouri. The following officers were present or absent as indicated:

Name	Office	Present/Absent
Traves Williams	Mayor	[**Present**]
Cheryl Ames	Councilman	[**Present**]
Jack Robinson	Councilman	[**Present**]
Tina Boggess	Councilman	[**Present**]
Lee Scribner	Councilman	[**Present**]
David Covington	Councilman	[**Present**]
Bob Cross	Councilman	[**Present**]
Michelle Franklin	Councilman	[**Present**]
Spencer Redford	Councilman	[**Present**]
Matthew Wirt	City Administrator	[**Present**]
Jason S. Myers	City Clerk	[**Present**]

A quorum was declared present and called the meeting to order.

* * * * * * * *

(Other Proceedings)

* * * * * * * *

The matter of authorizing the issuance of the City's Sewerage System Revenue Bond (State of Missouri – Direct Loan Program – Design Phase) Series 2026, came on for consideration.

A Bill was introduced, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A SEWERAGE SYSTEM REVENUE BOND (STATE OF MISSOURI – DIRECT LOAN PROGRAM – DESIGN PHASE) SERIES 2026 IN THE MAXIMUM PRINCIPAL AMOUNT OF $5,512,000; PRESCRIBING THE FORM AND DETAILS OF THE BOND; AND AUTHORIZING CERTAIN OTHER ACTIONS AND DOCUMENTS IN CONNECTION THEREWITH.

On motion duly made and seconded, the Bill was placed on its first reading and was read by title, considered and discussed, and was duly passed.

On motion duly made and seconded, the Bill was placed upon its second reading and final passage and was read by title, considered and discussed. Thereupon, the question was put to a roll call vote, and the vote thereon was as follows:

Aye: ____.

Nay: ____.

The Mayor declared the Bill duly passed and was thereafter numbered, signed and approved by the Mayor and attested by the City Clerk.

* * * * * * * *

(Other Proceedings)

* * * * * * * *

There being no other business to come before the meeting, on motion duly made, seconded, and carried, the meeting was adjourned.

(Seal)

____
City Clerk

CITY'S CLOSING CERTIFICATE

City of Sedalia, Missouri
Not to Exceed $5,512,000
Sewerage System Revenue Bond
(State of Missouri – Direct Loan Program – Design Phase)
Series 2026

We, the undersigned, are the duly qualified and authorized officials of the City of Sedalia, Missouri (the "City"), and we hereby certify as of [**CLOSING DATE**] in connection with the issuance of the above-described bond (the "Bond") as follows:

1. Meaning of Words and Terms. Capitalized words and terms used in this Certificate, unless otherwise defined in this Certificate or the context requires otherwise, have the same meanings ascribed to such words and terms in the ordinance authorizing the Bond adopted by the governing body of the City (the "Ordinance").

2. Organization and Authority. The City is a third-class city organized and existing under the Constitution and laws of the State of Missouri. The City has complied with all provisions of the Constitution and the laws of the State of Missouri, and has full power and authority to consummate all transactions contemplated by the Ordinance and any and all other agreements relating thereto.

3. Transcript of Proceedings; Ordinance. The transcript of proceedings (the "Transcript") relating to the authorization and issuance of the Bond furnished to the Missouri Department of Natural Resources ("DNR"), as the purchaser of the Bond, is to the best of our knowledge, information and belief full, correct and complete; none of such proceedings have been modified, amended or repealed; and the facts as are stated in the Transcript still exist. The copy of the Ordinance included in the Transcript (a) constitutes a full, true and correct copy of the Ordinance duly passed by the Governing Body of the City at a meeting duly held, after proper notice thereof, on August 17, 2026; (b) said Ordinance has not been modified, amended or repealed, and is in full force and effect as of the date hereof; and (c) said Ordinance is the same as is on file in the office of the City Clerk.

4. Meetings. All meetings of the governing body of the City as shown in the Transcript were called and held as shown in the Transcript. All such meetings were open to the public and a quorum was present and acted throughout, and proper notice of all such meetings was given in the manner required by law, including Chapter 610 of the Revised Statutes of Missouri, as amended.

5. Incumbency of Officers. The following named persons were the duly qualified and acting officials of the City at all times during which such persons participated in the proceedings approving the Ordinance as shown in the Transcript:

Name	Office
Traves Williams	Mayor
Cheryl Ames	Councilman
Jack Robinson	Councilman
Tina Boggess	Councilman
Lee Scribner	Councilman
David Covington	Councilman
Bob Cross	Councilman
Michelle Franklin	Councilman

Name	Office
Spencer Redford	Councilman
Matthew Wirt	City Administrator
Jason S. Myers	City Clerk

6. Execution of Bond. The Bond, in the maximum principal amount of $5,512,000, consists of one fully-registered bond in the denomination of $100,000 or any integral multiple of $0.01 in excess thereof, or if the principal amount of the Bond is less than $100,000, then an amount equal to the principal amount of the Bond (the "Authorized Denomination"), and has been duly signed and executed by the manual signatures of the Mayor and the City Clerk as the duly qualified, constituted and authorized officials of the City. On the date of the Bond, and on the date when the Bond was executed, such officials were and at the date hereof are the officials indicated by their signatures on the Bond and on this Certificate, respectively. The signatures of such officials on the Bond are their true and genuine signatures.

7. Sale of Bond. The Bond has been sold on a negotiated basis at a rate not exceeding 10% per annum, and at a price of 100% of the par value thereof, in compliance with the requirements of Section 108.170 of the Revised Statutes of Missouri, as amended.

8. Execution of the City Documents. The Purchase Agreement and the Escrow Agreement (collectively, "City Documents") have been executed and delivered in the name and on behalf of the City by its duly authorized officers, pursuant to and in full compliance with the Ordinance; the copies of the City Documents contained in the Transcript are true, complete and correct copies thereof as executed and delivered by the City and are in substantially the same form and text as the copies thereof approved by the Ordinance; and the City Documents have not been amended, modified or rescinded and are in full force and effect as of the date hereof.

9. Representations and Warranties under the City Documents. The City has duly performed all of its obligations required to be performed at or prior to the date of this Closing Certificate by the City Documents and each of the City's representations and warranties contained in the City Documents are true and correct as of the date hereof.

10. No Litigation. There is no litigation, suit or other proceeding of any kind pending, or to our knowledge, after due investigation, threatened, (a) that is seeking to restrain or enjoin the issuance or delivery of the Bond; (b) that is contesting, disputing or affecting in any way (i) the legal organization of the City or its boundaries, (ii) the right or title of any of its officers to their respective offices, (iii) the legality of any of its official acts shown to have been done in the Transcript, (iv) the constitutionality or validity of the Bond or the obligations represented by the Bond, or any of the proceedings had in relation to the authorization, issuance or sale thereof, (v) the legality, validity or enforceability of the Ordinance or the City Documents, or (vi) the imposition and collection of rates, fees or charges to pay the principal of the Bond; or (c) that could have a material adverse effect on the financial condition or operations of the City or its ability to make payments on the Bond or to perform its agreements and obligations under the Ordinance or any of the City Documents.

11. Request to Authenticate and Deliver Bond. The Paying Agent is hereby requested and authorized pursuant to the Ordinance, to authenticate the Bond in the maximum principal amount of $5,512,000 in the Authorized Denomination, to register the Bond in such name as shall be specified by DNR, and to deliver the Bond to DNR upon payment for the account of the City of the initial Purchase Price Installment for the Bond.

12. Receipt for Purchase Price; Initial Deposits.

(a) The City acknowledges receipt on the date hereof from DNR the initial Purchase Price Installment of the Bond in the amount of $31,500.00, which amount has been transferred to the Paying Agent for further deposit as set forth below.

(b) The Paying Agent is authorized and directed to deposit and apply amounts received into the Funds established under the Escrow Agreement as follows:

(i) $31,500.00 into the Costs of Issuance Fund (for application as set forth in the attached Schedule 1); and

(ii) $0.00, the balance of the initial Purchase Price Installment, into the Project Fund.

13. M.A.P. Filing Authorization. The City hereby authorizes Gilmore & Bell, P.C., to file the information required by Section 37.850 of the Revised Statutes of Missouri, as amended, on the Missouri Accountability Portal website maintained by the State of Missouri Office of Administration.

14. Outstanding Revenue Obligations. As of the date hereof, the Participant does not have outstanding any bonds or other obligations payable out of the Net Revenues derived from the operation of the System other than the Bond. No event has occurred and is continuing which, with the passage of time or the giving of notice, would constitute a breach of or an event of default under the Ordinance.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City has caused this Certificate to be signed by its duly authorized officers or signatories as of the day and year first above written.

	Signature	Official Title
	____________________________	Mayor
(SEAL)	____________________________	City Clerk

[City of Sedalia, Missouri - Closing Certificate]

SCHEDULE 1 TO CITY'S CLOSING CERTIFICATE

APPLICATION OF COSTS OF ISSUANCE FUND CLOSING DEPOSIT

Description	Payee	Amount
Local Bond Counsel Fee	Gilmore & Bell, P.C.	$22,000.00
Program Bond Counsel Fee	Gilmore & Bell, P.C.	$8,500.00
Paying Agent's Acceptance Fee	UMB Bank, N.A.	1,000.00
Total		$31,500.00

[FORM OF OPINION OF LOCAL BOND COUNSEL]

[**CLOSING DATE**]

Mayor and City Council
Sedalia, Missouri

Missouri Department of Natural Resources
Jefferson City, Missouri

Re: City of Sedalia, Missouri - Sewerage System Revenue Bond (State of Missouri – Direct Loan Program – Design Phase) Series 2026

To the Addressee:

We have acted as bond counsel to the City of Sedalia, Missouri in connection with the issuance by City of Sedalia, Missouri (the "*Participant*") of the above-captioned bond in the maximum principal amount of $5,512,000 (the "*Bond*"). In this capacity, we have examined the law and such certified proceedings, certifications and other documents as we have deemed necessary to give the opinions below.

The Bond is issued pursuant to an ordinance adopted by the governing body of the Participant on August 17, 2026 (the "*Ordinance*"). Under the Ordinance, the Participant has pledged certain revenues (the "*Net Revenues*") for the payment of principal of, premium (if any), and interest on the Bond when due. *Capitalized terms used and not otherwise defined in this opinion have the meanings assigned to those terms in the Ordinance.*

Regarding questions of fact material to the opinions below, we have relied on the representations of the Participant contained in the Ordinance, on the certified proceedings and other certifications of representatives of the Participant and the certifications of others furnished to us without undertaking to verify them by independent investigation

Based on the foregoing, we are of the opinion that:

1. The Participant is validly existing as a political subdivision of the State of Missouri (the "*State*") with the power to adopt the Ordinance, perform the agreements on its part contained therein, and issue the Bond.

2. The Ordinance has been duly adopted by the governing body of the Participant and constitutes a valid and legally binding obligation of the Participant enforceable against the Participant.

3. The Ordinance creates a valid lien on the Net Revenues pledged by the Ordinance for the security of the Bond on a parity with other System Revenue Bonds, if any, issued or to be issued as Parity Bonds under the Ordinance.

4. The Bond has been duly authorized and executed by the Participant, and is a valid and binding limited obligation of the Participant, payable solely from the Net Revenues. The Bond does not constitute a general obligation of the Participant and does not constitute an indebtedness of the Participant

within the meaning of any State constitutional or statutory provision, limitation or restriction. The Participant's taxing power is not pledged to the payment of the Bond.

5. The Purchase Agreement and the Escrow Agreement have been duly authorized, executed and delivered by the Participant and are valid and legally binding agreements of the Participant, enforceable against the Participant in accordance with their respective terms.

The rights of the owner of the Bond and the enforceability of the Bond, the Ordinance, the Purchase Agreement and the Escrow Agreement may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting the rights and remedies of creditors, and by equitable principles, whether considered at law or in equity.

We express no opinion regarding (a) the accuracy, adequacy or completeness of any offering material relating to the Bond, (b) the attachment, perfection, or priority of the lien on Net Revenues or other funds created by the Ordinance, or (c) the tax consequences arising with respect to the Bond other than as expressly set forth in this opinion letter.

The opinions given in this opinion letter are given as of the date set forth above, and we assume no obligation to revise or supplement them to reflect any facts or circumstances that may later come to our attention, or any changes in law that may later occur.

Very truly yours,

PAYING AGENT'S CLOSING CERTIFICATE

Not to Exceed $5,512,000
City of Sedalia, Missouri
Sewerage System Revenue Bond
(State of Missouri – Direct Loan Program – Design Phase)
Series 2026

The undersigned, UMB BANK, N.A. (the "Paying Agent"), as escrow agent and paying agent under the Escrow Trust Agreement (the "Escrow Agreement"), entered into between the Paying Agent and the City of Sedalia, Missouri (the "City"), in connection with the issuance of the above-referenced bond (the "Bond") pursuant to the ordinance authorizing the Bond adopted by the governing body of the City (the "Ordinance"), does hereby certify as of the Closing Date (as defined in the Purchase Agreement between the City and the Missouri Department of Natural Resources) as follows:

1. Power and Authority of Paying Agent. The Paying Agent is a national banking association with trust powers, duly organized, validly existing and in good standing under the laws of the United States of America. The Paying Agent is authorized and empowered to execute and deliver the Escrow Agreement and has full power and authority to act as escrow agent and paying agent as provided in the Escrow Agreement. The Paying Agent accepts the appointment as the escrow agent and paying agent by the City and hereby accepts the duties and obligations imposed upon it by the Ordinance and the Escrow Agreement.

2. Authentication of Bond. Pursuant to and in accordance with the provisions of the Ordinance, prior to the delivery of the Bond, the Certificate of Authentication on the Bond so delivered was signed on behalf of the Paying Agent by a duly elected or appointed, qualified and acting officer or signatory of the Paying Agent, duly authorized to perform the acts referred to in this paragraph.

3. Execution of Escrow Agreement. The Escrow Agreement has been duly executed on behalf of the Paying Agent by its duly authorized officer, and said person was at the time of the execution of the Escrow Agreement, and is now, the duly elected or appointed, qualified and acting incumbent of his or her respective office, and duly authorized to perform the acts referred to in this paragraph.

4. Receipt of Documents. The Paying Agent hereby acknowledges receipt of the documents referred to in Section 3.1 of the Purchase Agreement that are required thereby to be filed with the Paying Agent prior to or simultaneously with the delivery of the Bond to the purchaser thereof.

UMB BANK, N.A., as Paying Agent

By: ______________________________
Title: Vice President

RECEIPT FOR BOND AND CLOSING CERTIFICATE

City of Sedalia, Missouri
Sewerage System Revenue Bond
(State of Missouri – Direct Loan Program – Design Phase)
Series 2026

I, the undersigned, hereby certify that I am a duly appointed and authorized officer of the Missouri Department of Natural Resources ("DNR"), and as such I am familiar with the books and records of DNR. In connection with the purchase by DNR of the above-referenced bond (the "Bond") of the City of Sedalia, Missouri (the "City") pursuant to the Purchase Agreement (the "Purchase Agreement") between the City and DNR, I hereby further certify, as of the Closing Date (as defined in the Purchase Agreement), as follows:

1. Receipt for Bond. DNR has received the Bond, consisting of one fully registered bond numbered R-1 in the maximum principal amount set forth on the Bond. The Bond has been signed by the duly authorized officers of the City and has been authenticated by the manual signature of an authorized officer or signatory of the Paying Agent.

2. Execution of Purchase Agreement. The Purchase Agreement has been duly executed and delivered in the name and on behalf of DNR by the undersigned. The Purchase Agreement has not been amended, modified or rescinded and remains in full force and effect as of the date hereof.

3. Satisfaction of Purchase Agreement Requirements. DNR has timely received in satisfactory form and manner all proceedings, certificates, opinions, letters and other documents required to be submitted to DNR pursuant to the Purchase Agreement prior to or on the date of the delivery of the Bond (except to the extent DNR has waived or consented to modification of certain provisions thereof), and the City has in all respects complied with and satisfied all of its obligations to DNR that are required under the Purchase Agreement to be complied with and satisfied on or before the date hereof.

MISSOURI DEPARTMENT
OF NATURAL RESOURCES

By: __________________________
Title: Authorized Officer

BILL NO. ____________________

ORDINANCE NO. ____________

AN ORDINANCE AUTHORIZING A STORM SEWER LINE LICENSE AGREEMENT FOR STORM DRAINAGE IMPROVEMENTS PROJECT AREA 2.

WHEREAS, the City of Sedalia, Missouri has received a proposal to enter into an agreement by and between the City of Sedalia, Missouri and the Missouri Department of Natural resources for underground storm sewer crossing of the Katy Trail in connection with Project 2021-181C, Storm Drainage Improvements Project Area 2; and

WHEREAS, under the proposal, and as consideration therefore, the City of Sedalia, Missouri would not incur any additional expenses related to the Project as described in the proposed agreement attached to this ordinance and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri hereby approves and accepts the Storm Sewer Line License agreement by and between the City of Sedalia, Missouri and the Missouri Department of Natural Resources as it has been proposed.

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 17th day of August, 2026.

____
Presiding Officer of the Council

Approved by the Mayor of said City this 17th day of August, 2026.

____
Traves Williams, Mayor

ATTEST:

____
Jason S. Myers, MRCC
City Clerk

Council Agenda

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

SEDALIA
Let's Cross Paths

To: Matthew Wirt, City Administrator
Through: William Bracken, Utilities Director
From: Jeremy Stone, Public Works Project Manager
Date: July 29, 2026
Subject: 2021-181C Storm Drainage Improvements Project Area 2-Storm Sewer Line License Agreement

BACKGROUND

The City of Sedalia is currently proceeding with Project 2021-181C, Storm Drainage Improvements – Project Area 2, which includes improvements to the City's storm drainage system within the project area.

As part of the proposed storm sewer improvements, the project requires an underground crossing of the Katy Trail. The crossing will consist of storm drainage piping installed beneath the trail to allow the proposed storm sewer system to be constructed using an open-cut process.

LICENSE AGREEMENT

Because the Katy Trail property is under the jurisdiction of the Missouri Department of Natural Resources (MDNR), a Storm Sewer Line License Agreement is required to authorize the City's installation, operation, maintenance, repair, and replacement of the storm drainage piping beneath the Katy Trail.

The agreement provides the City with the necessary authorization to construct and maintain the underground storm sewer crossing in accordance with the approved project plans and the requirements established by MDNR.

The proposed crossing is necessary to complete the storm drainage improvements included in Project 2021-181C and will allow the City to provide the intended drainage improvements.

RECOMMENDATION

Staff recommends that the City Council approve the Storm Sewer Line License Agreement with the Missouri Department of Natural Resources for the underground crossing of the Katy Trail associated with Project 2021-181C, Storm Drainage Improvements – Project Area 2, and authorize the appropriate City officials to execute the agreement and any necessary documents related thereto.

FISCAL IMPACT

The license agreement is directly related to the construction of Project 2021-181C. Any costs associated with the installation and construction of the storm sewer crossing are included in, or associated with, the project construction costs.

ACTION REQUESTED

Approval of the Storm Sewer Line License Agreement with the Missouri Department of Natural Resources for the underground storm sewer crossing of the Katy Trail in connection with Project 2021-181C, Storm Drainage Improvements – Project Area 2.

Thank you for your consideration.

(Space above reserved for Recorder of Deeds certification)

MISSOURI RECORDING COVER SHEET

Document Title:	Storm Sewer Line License Agreement
Document Date:	_________________, 2026
Licensor:	Missouri Department of Natural Resources
Mailing Address:	PO Box 176 Jefferson City, MO 65102
Licensee:	City of Sedalia
Mailing Address:	City of Sedalia Attn: Mayor 200 S. Osage Ave. Sedalia, MO 65301
Reference Book/Page:	Quit Claim Deed, Book 398, Page 260
Legal Description:	Section 4, Township 45N, Range 21W, in the City of Sedalia, Pettis County, State of Missouri

This cover page is attached solely for the purpose of complying with the requirements stated in 59.310.2; 59.313.2 RSMo. In the event of a conflict between the provision of this cover page and the attached document, the document shall control.

STATE OF MISSOURI
DEPARTMENT OF NATURAL RESOURCES
STORM SEWER LINE LICENSE AGREEMENT

THIS LICENSE AGREEMENT, NO. PTS2612 (Agreement) is made this year 2025 between the **MISSOURI DEPARTMENT OF NATURAL RESOURCES** (Licensor) and the **CITY OF SEDALIA, MISSOURI** (Licensee).

WHEREAS, the Department is the successor in title to a linear right-of-way (ROW), hereinafter referred to as "Trail", formerly owned by the Missouri-Kansas-Texas Railroad Company and conveyed by deed to the Department on August 6, 1987, recorded in Book 398, page 260 of the Pettis County Recorder's Office;

WHEREAS, the Department was granted the use of said ROW for a recreational trail to preserve the former railroad corridor in accordance with a Certificate of Interim Trail Use issued by the Interstate Commerce Commission, dated April 22, 1987, said Interstate Commerce Commission succeeded by the Surface Transportation Board, and provides the property will revert to railroad use if required for that purpose, regardless of the improvements thereon;

WHEREAS, the City is developing a storm sewer replacement project, hereinafter referred to as "Crossing" alongside the Department's Trail;

NOW, THEREFORE, it is mutually agreed by the parties hereto as follows:

ARTICLE I

1. Term: This Agreement shall be effective the date it is signed by Licensor and shall continue in force and effect for the useful life of the improvement, so long as it is used for the purpose set forth in this Agreement, or until any railroad operation is required pursuant to the National Trails System Act, at which time this Agreement may be assigned to railroad authority, unless terminated by either party giving the other party not less than 30 days advance written notice of an intention to terminate.

2. Consideration and Description: For valuable consideration, payable upon demand. Licensor grants to Licensee permission to enter Licensor's ROW, known as Katy Trail State

Park (Trail) to construct, reconstruct, use, maintain, repair, install, and develop an opening inlet along with an accompanying inlet protection and a reinforced concrete ASTM C361 - Class 3 pipe, thirty-six inch (36") in diameter (Exhibit A), buried four feet (4') deep and crossing the Licensor's right-of-way ("ROW") along the former Missouri-Kansas-Texas Railroad, presently utilized as a linear state park known as Katy Trail State Park. For convenience, said sewer line installation is called "Crossing" and Katy Trail State Park is called "Trail." The location of Crossing is:

> within the Trail ROW at Mile Post 227.86, GPS Coordinates 38.698212, -93.228092, Section 4, Township 45N, Range 21W, in the City of Sedalia, Pettis County, State of Missouri, as shown on Exhibit A and B which is attached hereto and incorporated herein by reference.

3. Access: Licensor grants permission to Licensee to enter Licensor's Trail for the purpose of installing and maintaining Crossing at the location and as described above. Before entering Licensor's ROW, Licensee shall submit to Licensor at least five (5) days advance written notice before any work shall be performed on Licensor's property, subject to emergency access described in Section 4 below.

(a) Licensee shall post industry standard construction warning signs at the construction site. Licensee shall cause as minimal interference as possible with the operation of Licensor's Trail. At no time is Licensor's Trail to be blocked from travel by users of Trail.

(b) Licensee shall notify Licensor the date the Crossing is installed and on completion of installation Licensee shall promptly remove from Licensor's property all tools, equipment, and materials placed by Licensee. Licensee shall restore property to state and condition as when Licensee entered, reasonable wear and tear accepted, and shall leave property in a clean and presentable condition. Within 30 days of the completion of the construction of Crossing, Licensee shall submit to Licensor as-built drawings of Crossing.

4. Emergency Access: Licensee may enter Licensor's Trail if emergency maintenance or repair of Licensee's Crossing is necessary. In such circumstances, the five (5) day notice is waived. However, Licensee shall make reasonable efforts to notify Licensor that work is to be done and shall give Licensor a written report of the nature of the emergency and the time period Licensee was on Licensor's property as soon as possible after the emergency.

ARTICLE II

This Agreement does not create any rights, claims, or causes of action between the parties to this Agreement in favor of any non-parties to the Agreement.

Licensee undertakes and agrees:

1. To assume the risk of, protect to the extent permitted by law, indemnify and hold harmless Licensor, its officers, agents, and employees from and against all liability for or on account of claims, demands or suits involving injury or death of any and all persons or damage to property or livestock, resulting from or incident to the construction, maintenance, reconstruction, and use of Crossing caused by Licensee, its agents, users, guests and invitees. Licensor shall not be liable for any damage to said Crossing or the contents thereof, unless caused by the negligence of Licensor. Licensee agrees to immediately investigate any claims, demands or suits and shall defend, settle, and/or otherwise dispose at its sole cost and expense. In the event Licensee settles any claims, demands, or suits, it shall obtain a release, which includes all claims against Licensor. Licensee shall not have or make against Licensor any claim or demand for or on account of any damage Licensee may suffer or sustain because of any failure of Licensor's title to the ROW and lands occupied by Crossing or any part thereof, and waives all right to question the validity of this License or any of the terms of provisions hereof, or the right or power of Licensor to execute and enforce the same.

2. To perform the Crossing construction work at its sole cost and expense. Said work shall conform with all laws, local ordinances and public safety standards, and shall be performed in accordance with plans and specifications prepared by Licensee's representatives and provided to Licensor. Any future changes must be approved in writing by Licensor prior to their implementation. Approval by Licensor of plans is not a representation that plans comply with applicable laws or structural standards. Any and all excavations shall be backfilled by Licensee in a manner satisfactory to Licensor and in such a manner and at such times as shall not endanger or interfere with the safe operation of the Trail. The regulations of Licensor and the instructions of its representatives shall be complied with relating to the proper manner of protecting the Trail and property at said location as well as the persons and authorized vehicles occupying, moving on, or using the Trail. The Crossing being installed in the Trail ROW is a public work pursuant to Missouri law, and projects meeting the dollar thresholds described in statute must comply as follows:

(a) Licensee and/or its contractor(s) and subcontractors are performing work on state property on behalf of or for the use of a city, and deals with construction. Therefore, Licensee and its contractors and subcontracts shall comply with Missouri's Prevailing Wage Law, Sections 290.210 to 290.340, RSMo.

(b) Licensee shall collect bond to guarantee payment of all persons and entities performing work on or furnishing materials for Improvements in accordance with Section 107.170, RSMo, and provide a copy to Licensor.

(c) The prompt payment requirements imposed by Section 8.960, RSMo shall apply to payment of all invoices for design and construction services rendered in connection with the Crossing. Licensee shall make payments to all parties performing work on Crossing promptly, in accordance with such statute.

(d) Licensee shall comply with all federal, state and local environmental, health and/or safety laws and regulations in existence or as amended or adopted in the future. Except for Hazardous Materials expressly approved by Licensor in advance in writing, Licensee shall not use or dispose of any Hazardous Materials on the License Premises. Any approved Hazardous Materials on the License Premises shall be stored and disposed of in accordance with all applicable environmental laws. As used herein, "Hazardous Materials" means any chemical, substance or material which is now or becomes in the future, listed, defined or regulated in any manner by any environmental law based upon, directly or indirectly, its properties or effects.

(e) In addition, in the event of any release of Hazardous Materials on, or contamination of, the License Premises, Licensee, at its sole expense, shall promptly take all actions necessary to clean up the affected property. Licensee shall return the affected property to the prior condition before contamination, to the satisfaction of Licensor and any governmental authorities having jurisdiction. In all cases, Licensee shall promptly notify Licensor of any release or contamination of Hazardous Materials on the License Premises. Licensee's obligations regarding hazardous materials shall survive the termination of this License Agreement.

(f) The Crossing shall comply with the requirements and provisions of the Americans with Disabilities Act, and with the codes set forth in state regulation 1 CSR 30-3.030(4)(D), to the extent such codes are applicable.

(g) All construction contracts awarded by Licensee for the Crossing shall be awarded through competitive bidding procedures to the lowest, responsive, responsible bidder in accordance with Section 8.250, RSMo. Licensee shall comply with all other applicable provisions of Chapter 8, RSMo and Chapter 34, RSMo.

(h) Licensee is solely responsible for obtaining all required approvals and permits for work in the Crossing.

(i) Licensee shall make all reasonable efforts to construct the trail and complete all related activities as soon as practicable to the trail may be opened to the public as soon as possible.

(j) Licensee shall not install or provide utility services on or to the Licensed Premises without prior written approval of Licensor.

(k) All work will be completed to the satisfaction of DSP.

3. To make appropriate arrangements with any person or legal entity occupying or using the premises affected hereby pursuant to a lease or other permission granted by Licensor, so that Licensee's said Crossing will not unreasonably interfere with the use of the subject property, or create undue hardship on any person or legal entity occupying or using the premises or otherwise be in conflict with any of the provisions of Licensor's agreements under the National Trails System Act or the Certificate of Interim Trail Use.

4. To reroute the trail with adequate signage prior to starting construction so the trail always retains continuity, and to complete construction within the crossing and reopen the original alignment of the trail within 3 months of starting construction.

ARTICLE III

1. Repairs and Relocations:

(a) In its use of the Crossing, Licensee shall at all times maintain the Crossing in a safe and secure manner, in a condition satisfactory to Licensor, and in a manner that will protect and will not interfere with the Trail or its users. Licensor may request Licensee to make reasonable repairs of damage to Crossing caused by Licensee, its users, guests or invitees, as in the judgment of Licensor shall be necessary to avoid interference with or danger in the use or operation of Licensor's Trail and property; its present or future appurtenances; or facilities or operations of other persons occupying or using the Trail with Licensor's permission. Licensee shall not be responsible for repair of damage to the Crossing, which is not caused by Licensee, its users, guests or invitees. Licensor shall provide written notice to Licensee designating non-compliance and, upon receipt of written notice, Licensee shall make any repairs as soon as reasonably practical, but in no event later than thirty (30) days from receipt of notice for repairs that do not pose a public safety hazard, and within ten (10) days from receipt of notice in the event a condition exists that may threaten public safety.

(b) If Licensee shall fail to perform any of its obligations contained herein, including failure to make necessary repairs as outlined in Paragraph 1 (a) and Paragraph 2 (b) of Article III, Licensor may cause condition to make safe or made to comply as required, or cause repairs to be made. Licensor, acting as the agent of Licensee, may perform work as is necessary in the judgment of Licensor. Licensee shall, on demand, promptly reimburse Licensor the whole cost, plus ten percent (10%) as a charge for supervision, accounting, use of tools and equipment; or Licensor may terminate this License by giving to Licensee not less than ten (10) days advance written notice of its intention to do so.

2. Termination: Notwithstanding Paragraph 1 (b), Licensor may terminate this Agreement if Licensee fails to comply with Licensee's covenants and obligations. Licensor may also terminate this Agreement if Trail is required for railroad purposes pursuant to the National Trail Systems Act. No reimbursement shall be made for Licensee's expenses incurred in the removal of the Crossing or the consideration paid for this Agreement. No termination or expiration shall affect the rights and liabilities, if any, of the existing parties.

3. Restoration: Upon the termination of this Agreement, Licensee shall remove its Crossing and restore Trail ROW to its condition prior to the construction of Licensee's Crossing, and in a manner satisfactory to Licensor. If Licensee fails to remove its Crossing within ninety

(90) days following termination of this Agreement, Licensor may remove and charge the expense there from to Licensee on the basis provided in Paragraph 1 (b) of Article III.

4. Assignability: This Agreement, and all the provisions contained, shall be binding upon the parties, and is personal to Licensee. Licensee agrees to supply notice in writing to Licensor of any name changes. Licensee may not assign this Agreement or any interest including but not limited to concessionaires, without prior written consent of, and payment of any fees to, Licensor, and Licensor shall not unreasonably withhold consent. Any such attempted assignment or transfer without written consent is void and shall terminate this License. Licensor retains the right to cancel and terminate this Agreement if Licensee or its assignee uses this Crossing for any purpose other than as described in this License.

5. Miscellaneous: **(a)** The personal pronouns used as referring to Licensee shall be understood to refer to Licensee whether Licensee is a natural person, a partnership, a corporation, a political subdivision, or any combination.

(b) Any notice required to be given by Licensor to Licensee, or Licensee to Licensor shall be properly given when served upon or hand delivered to, or upon receipt if mailed, postage paid, certified mail, return receipt requested, addressed as follows:

If to Licensor:
Missouri Department of Natural Resources
Division of State Parks
Attn: Real Estate Manager
Jefferson City, MO 65102
Office: (573) 526-4786
FAX: (573) 526-4395

If to Licensee:
City of Sedalia
Attn: Mayor
200 S. Osage Ave.
Sedalia, MO 65301
Office: (660) 827-3000

With a copy to:
Katy Trail State Park Coordinator
Rock Bridge Memorial State Park
5901 State Highway 163
Columbia, MO 65203
Office: (573) 449-7402
FAX: (573) 442-2249

Notices of either party to the other shall be deemed delivered on the date actually received.

(c) This Agreement may only be modified by agreement in writing signed by both parties.

(c) This Agreement does not become binding upon Licensor until executed by Licensor's Director, or the Director of the Department's Division of State Parks.

(d) The proper venue for disputes regarding this agreement shall only be Cole County, Missouri.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written below.

LICENSOR
STATE OF MISSOURI
DEPARTMENT OF NATURAL RESOURCES

LAURA HENDRICKSON, DIRECTOR
DIVISION OF STATE PARKS

DATE

LICENSEE
CITY OF SEDALIA

TRAVES WILLIAMS, MAYOR
CITY OF ST. SEDALIA

DATE

ATTEST

CITY CLERK

Exhibit A

Exhibit B

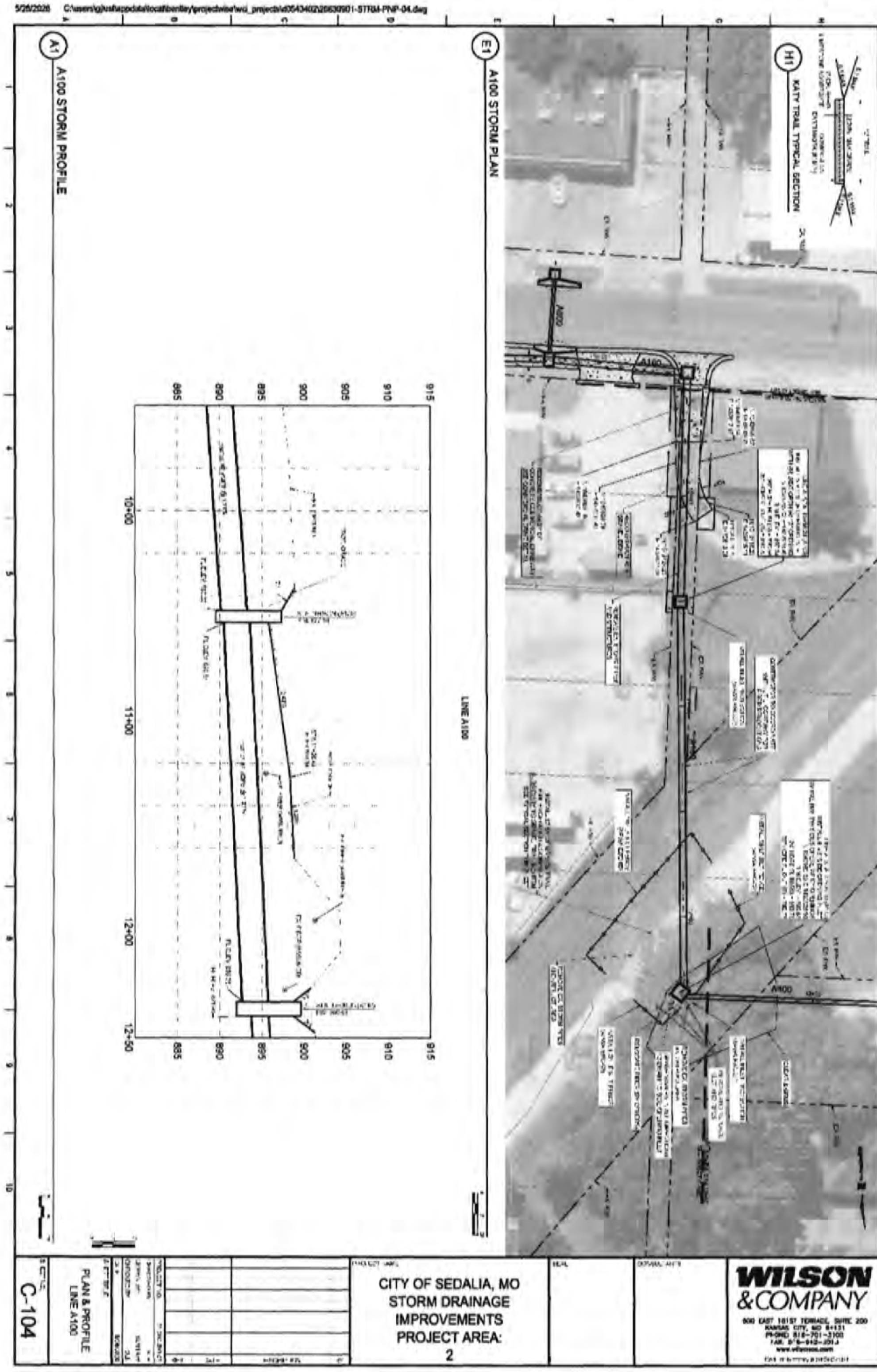

A100 STORM PROFILE
A100 STORM PLAN
KATY TRAIL TYPICAL SECTION
LINE A100
WILSON &COMPANY
CITY OF SEDALIA, MO
STORM DRAINAGE
IMPROVEMENTS
PROJECT AREA:
2
PLAN & PROFILE
LINE A100
C-104

Exhibit C

Katy Trail State Park

Maintenance Standards

TABLE OF CONTENTS

KATY TRAIL MAINTENANCE STANDARDS

The purpose of this document is to establish minimum guidelines for a unified maintenance approach to Katy Trail State Park from the four managing facilities. It is understood that terrain, vegetation and other contributing influences may demand variations from these standards periodically and that while park staff will diligently strive to meet the standards that staff will not be held accountable for accomplishing work for which appropriate equipment or staff is not available. It will, however, be the responsibility of each facility to identify equipment and staff necessary to achieve these standards and to provide such needs to the Katy Trail State Park Coordinator.

In general, Katy Trail State Park maintenance efforts should be targeted to retain design standards (where available); retain serviceability or functionality of structures, systems and amenities; and provide for the safety and welfare of trail users. Each facility is responsible for a continuous evaluation of all maintenance considerations so that response to any situation is as immediate as is possible. Failure to inspect and therefore to identify maintenance problems will not eliminate responsibility for resolving them.

Work beyond the ability of park crews, due to inadequate equipment or staff capability should be forwarded to Planning and Development (Statewide Crew) by means of a Project Request. These can be completed at any staff level, and forwarded to the Katy Trail State Park Coordinator by the facility head.

For the purpose of this document, the term "objective" is defined as: something worked toward or striven for; goal.

VEGETATIVE CONTROL

OBJECTIVE: To maintain an average 24' wide (12' from center line), 12 to 15' high cleared trail corridor; to maintain an average grass height of 6" or less at developed trailhead properties, and to maintain aesthetic appearance and safety of all trail properties.

<u>Brush Removal:</u> All brush and trees should be removed from the trail berm and from ditches parallel to the trail. Generally, this includes the area from the trail's edge across the ditch and to the top of the opposite berm; however, if a parallel ditch is not immediately adjacent to the trail, trees may remain which do not restrict positive water flow through the ditch. Brush should also be removed at road and driveway crossings to facilitate visibility for both trail and road traffic. In many cases, brush cleaning for visibility purposes will extend beyond the average 12' from center line distance.

<u>Right-of-Way:</u> In areas in which growth may impede water flow, mowed distance should be increased to the toe of the affected ditch. Mowed width should also be increased to cut back tall growth which could fall onto the trail surface. Road and driveway crossing areas should be mowed to facilitate visibility for both trail and road traffic.

<u>Trail Surface:</u> Vines and weeds must be mowed, sprayed or otherwise controlled to prevent growth through the trail surface to include trail edges and the center of the trail. The trail surface is generally considered to be an 10' to 12' trail width with 1' shoulders.

<u>Noxious Weeds:</u> Comply with applicable laws or ordinances through mowing, spraying, or other methods. (Johnson Grass is primary concern in Katy Trail State Park).

<u>Trailheads:</u> Mowing frequency should comply with local ordinances. Weeds should be controlled from growing at the base of all structures (buildings, kiosks, etc.) and through parking surface of aggregate parking areas, and around wheelstops, etc.

<u>Other Properties:</u> Large acreage trailheads, undeveloped areas, and other non-standard properties may be mowed in accordance with agreements with local governing agencies. When no such governing agency is concerned, other properties should be mowed as necessary to maintain aesthetics and/or safety of area. Alternative vegetative management is encouraged with plans for non-standard properties approved by the Katy Trail State Park Coordinator.

TRAIL SURFACE

OBJECTIVE: To maintain an average 12 to 14' ballast width, 11 to 12' grading width, and 10 to 11' trail width with fine aggregate surfacing (pug) crowned at the center at a 6" depth, tapering to a 2" minimum depth at the edge of the trail (4" average thickness). In general, maintain surface to design specifications or as constructed (Design specifications attached).

Surface Side Slopes: Not to exceed 3:1 ratio; windows of ballast at ditches not permitted.

Ballast: 8" or greater thickness of 1 ½" minus ballast over compacted sub-base.

Exception Areas: Exceptions to trail surface standards may be necessary to meet a specific management issue or trail design (share levy). Alternative trail surface standards approved by the Katy Trail State Park Coordinator.

DITCHES AND DRAINAGE STRUCTURES

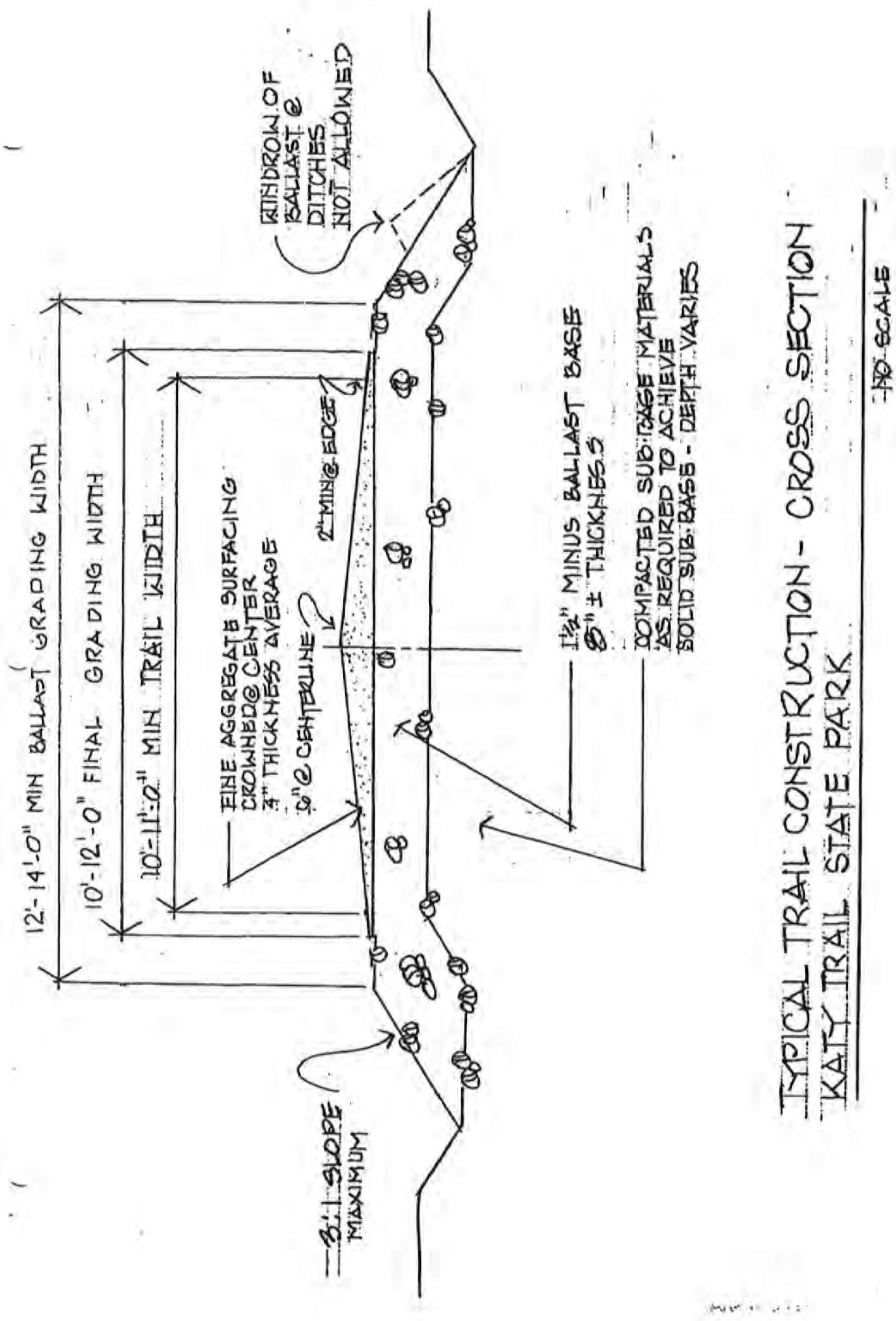
OBJECTIVE: To maintain functionality of all parallel and cross-trail drainage structures.

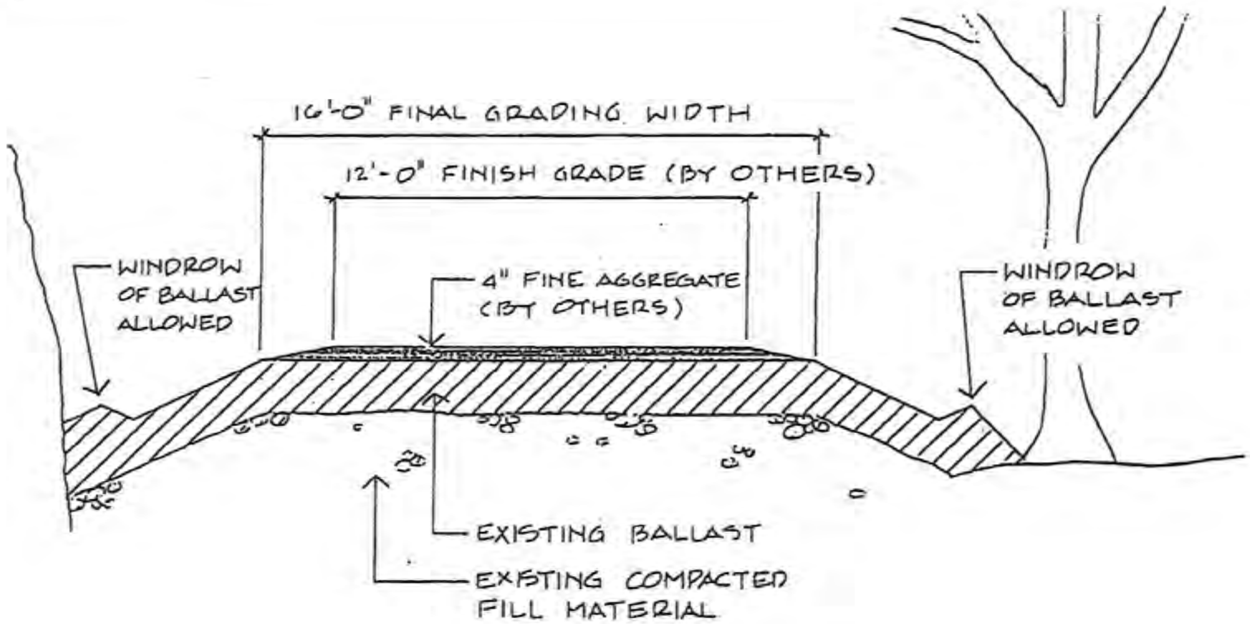
Debris Removal: Generally required annually at minimum and routinely following weather events. Debris must be placed in an area from which it will not wash into cleared ditches or drainage structures, or onto the trail surface. It is permissible to construct ramps for access to debris field, provided erosion of area is not effected.

Cross-Trail Structures: Often require clearing beyond the structure itself, however, park crews must limit their activity to park property, generally 50' from the trail center line, unless permission is received from the appropriate land owner to access other property.

Cross-Trail structures may require extensions, wind or head walls, or other considerations to prevent excessive water from eroding the trail surfacing which may narrow width of trail or create a safety hazard. Drainage structures should be monitored for such occurrences, safety threats should be identified with orange fencing material, resolved as quickly as is possible.

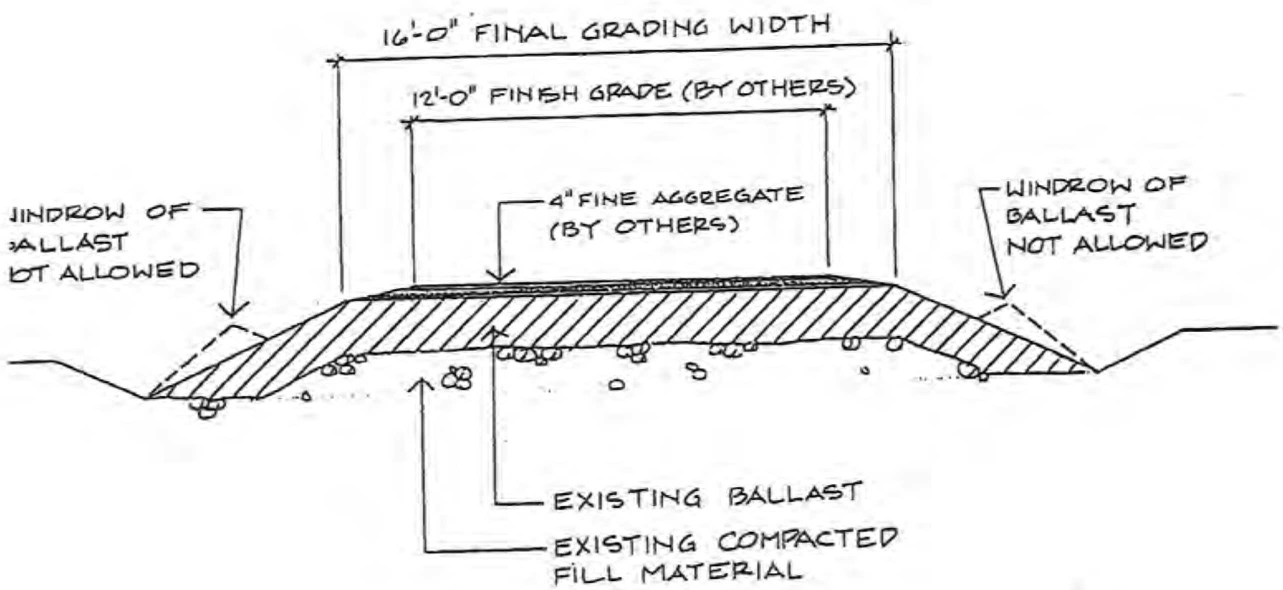
Tube Replacement: Park maintenance crews shall replace, as needed, 24" or smaller diameter metal tubes that are buried within 3' of the trail surface. Assistance from the Statewide Crew will be required for larger and/or deeper tubes.


12'-14'-0" MIN BALLAST GRADING WIDTH
10'-12'-0" FINAL GRADING WIDTH
10'-11'-0" MIN TRAIL WIDTH
FINE AGGREGATE SURFACING
CROWNED @ CENTER
4" THICKNESS AVERAGE
5"@ CENTERLINE
2" MIN @ EDGE
WINDROW OF BALLAST @ DITCHES NOT ALLOWED
1½" MINUS BALLAST BASE
8" ± THICKNESS
COMPACTED SUB-BASE MATERIALS
AS REQUIRED TO ACHIEVE
SOLID SUB-BASE - DEPTH VARIES
3:1 SLOPE MAXIMUM
TYPICAL TRAIL CONSTRUCTION - CROSS SECTION
KATY TRAIL STATE PARK
NO SCALE



CROSS SECTION SHOWING ORIGINAL TRAIL CONSTRUCTION NEAR BLUFF AREAS AND TREE LINE

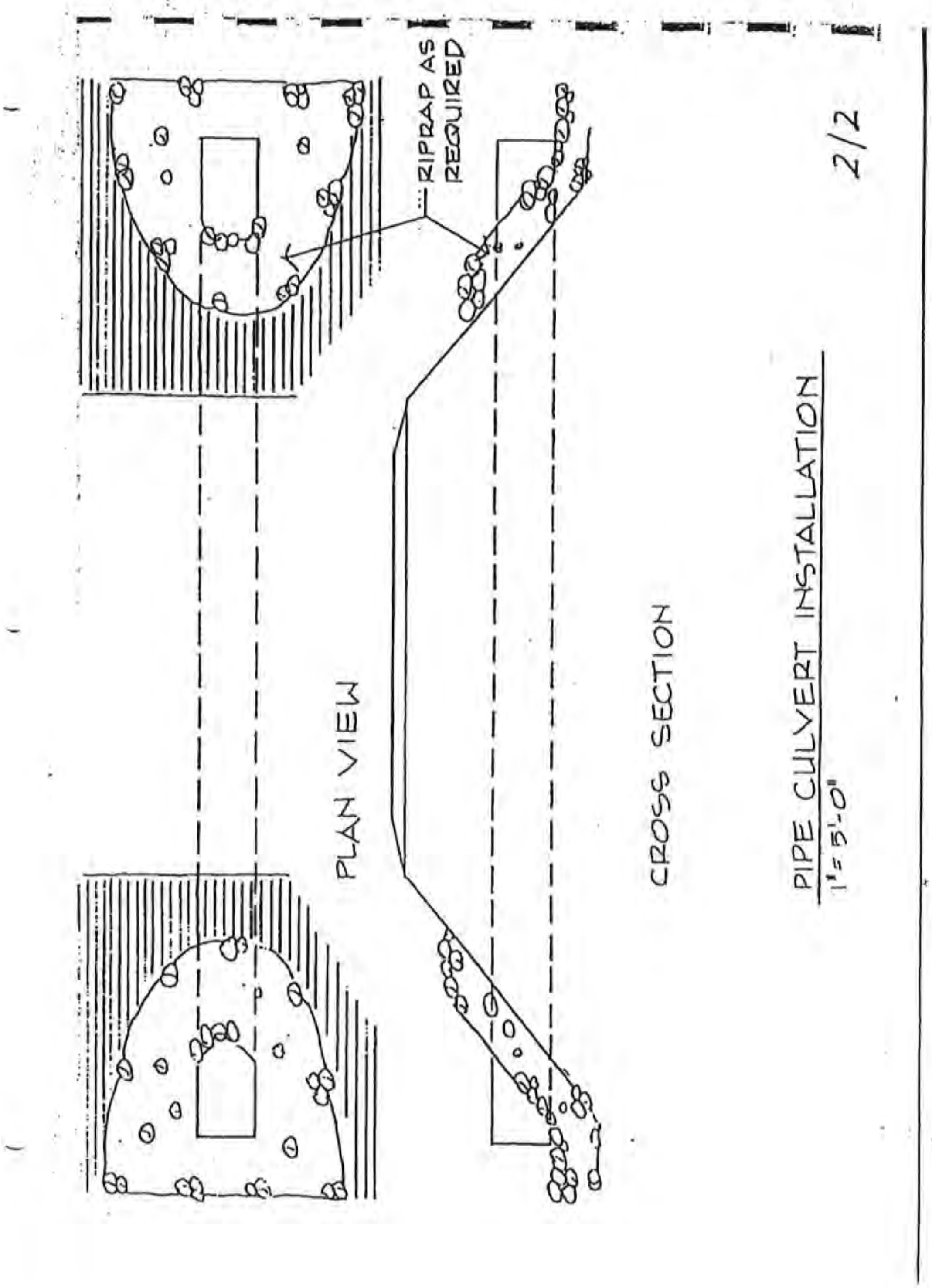
1" = 5'-0"

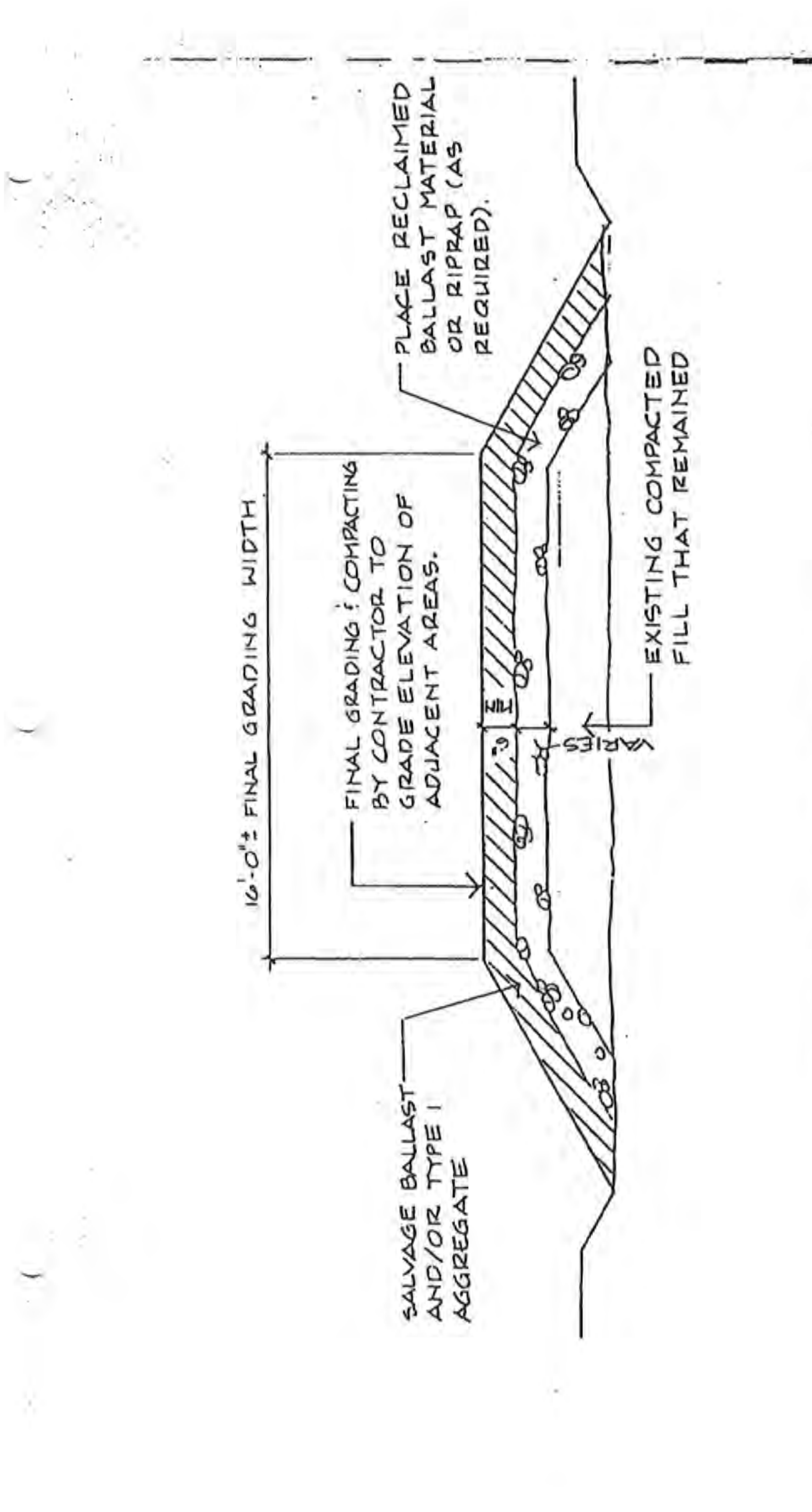


CROSS SECTION SHOWING ORIGINAL TRAIL CONSTRUCTION IN OPEN TERRAIN

1" = 5'-0"

1/2


RIPRAP AS
REQUIRED
PLAN VIEW
CROSS SECTION
PIPE CULVERT INSTALLATION
1"=5'-0"
2/2



CROSS SECTION SHOWING
EXTENT OF FLOOD DAMAGE REPAIR
1" = 5'-0"

SQUEEZE GATES/BOLLARDS

OBJECTIVE: To provide and maintain gates/bollards to compliance with design specifications at designated crossings on Katy Trail Sate Park. (Design specifications attached)

<u>Placement:</u> A squeeze gate will be placed at all state road crossings or high traffic areas. Bollards may be used at all other crossings as a replacement for squeeze gates.

<u>Locks:</u> The normal status of Katy Trail State Park gates is that they will be closed and locked (Master Lock #2646 west of Portland, #3833 east of Portland). An open gate or removed bollard with a lock secured signals that staff who entered the gate or bollard will exit it the same day and secure it. Otherwise, all gates or bollards found open by any staff member will be closed and locked.

<u>Wing Fences:</u> In areas of frequent vehicular access, wing fences may be constructed from the outer gate post to the edge of the park boundary or to the timber line. Woven wire or timber fences may be used. Barrier posts or boulders may also be installed at gate wings to prevent vehicular access.

BRIDGES

OBJECTIVE: To maintain functionality of bridges, prevent safety hazards, and to maintain ADA compliance. In general, to retain bridge design specifications, with park level inspections monthly with a documented annual inspection (Design specifications for decking and railing attached). All suspected structural damage should be deferred to Planning and Development by means of a project request through the Katy Trail State Park Coordinator for a structural engineering assessment.

<u>Handrails and Pickets:</u> Should be in place and sound at all times, with bolts tightened.

<u>Decking:</u> Should provide a smooth and even surface to prevent safety hazards and to comply with ADA requirements. Bolts, screws, and nails should be tightened and should not protrude from the decking surface.

Approaches: Bridge approaches should provide a smooth and even transition from the trail surface to the bridge decking to prevent safety hazards and to comply with ADA requirements. Where the trail surface is eroding at bridge approach edges, wing walls should be constructed to contain fill and surface material up to the level of cover for any exposed plates. Severe drops in elevation at bridge approach edges may require wing fences (woven wire or timber).

Abutments: Should be included in routine visual inspection to determine obvious erosion or other stability concerns. May require consultation with engineer staff.

Super or Sub Structure: Should be included in routine visual inspections to determine obvious stability concerns. Damage or failure of super or sub structure should be deferred to Planning and Development engineers and construction crews.

Debris: All debris should be removed as needed to ensure free flow. Ramps may be constructed for this purpose of debris removal if their placement does not endanger the bridge sub structure.

BUILDING AND OTHER STRUCTURES

OBJECTIVE: To maintain clean, safe, and serviceable rest room facilities and infodepots, and to maintain safe conditions of other park owned structures.

Rest Rooms: Should be inspected and cleaned at least twice weekly and as needed on weekends from April through October and at least once weekly November through March. Cleaning should include, but is not limited to: sweep or mop floors remove litter and trash from building and surrounding trailhead, clean fixtures, and supply adequate toilet paper. Vault style rest rooms should be pumped as needed.

Electric and plumbing systems and any related fixtures should be maintained in safe and serviceable condition. Other building components (handles, locks, windows, roofs, painted surfaces, etc.) should be likewise maintained for functionality and aesthetics.

Infodepot: Structure should be maintained for aesthetic appearance and for soundness. The attached list of signs may be posted on all trailhead infodepots, as well as a brochure box, adequately stocked with relevant brochures. Infodepts should be inspected in conjunction with rest room cleaning or other trailhead maintenance programs, at least once weekly.

Paint Standards: Infodepots and restrooms will be painted with colors reflecting the MKT green phase. The exterior body of the building will be grassland #SW6163 (light green) and the exterior trim will be Dried Thyme #SW6186 (dark green). This is the only approved paint scheme for Katy Trail State Park. Variations must be approved by the Katy Coordinator.

Roofing: The roofing shingles on infodepots and restrooms shall be red in color.

Other Park Owned Structures: Buildings or structures which are state owned, but not in use should be inspected twice annually at minimum to determine exterior safety. These buildings or structures should be maintained to be secure against entry by the public and free from exterior safety hazards (uncovered holes, hazardous debris, etc.)

BENCHES

OBJECTIVE: To provide and maintain, through donations, safe and aesthetically pleasing benches and sites, in compliance with ADA requirements.

Installation: Recycled material benches should be obtained from the DSP Central Warehouse and installed per the manufacturer's recommendation. Every effort should be made to install donated benches within one month of receiving the request unless prohibited by weather or other circumstances. Benches are generally installed at a location chosen by the donating party, however, the location should not significantly interfere with trail maintenance. Bench sites may be landscaped for aesthetic purposes, and should be landscaped to accommodate ADA requirements and/or safety considerations. Parks will notify the Boonville Area Office upon installation.

PORTAPOTS

OBJECTIVES: To provide, through contract, portapots at developed trailheads when permanent rest room facilities are not available, and to ensure vendor compliance with contracts, appropriate contract renewals, and payments.

Contract Administration: Contracts will be administered by trailhead park

Maintenance: No regular maintenance from park staff will be required; however, park staff should regularly inspect portapot units to determine contractual compliance. Park staff should also work with vendors to provide as secure a site as possible. This may include setting barrier posts around units, securing units with chains, and frequent patrol.

DONATION BOXES

OBJECTIVES: To provide and maintain donation boxes at designated trailheads and to collect and deposit donated monies in accordance with DSP Donation policies.

Locations: Donation boxes may be provided at developed trailheads at the request of the facility head. If provided, appropriate "donation box" signs should be maintained in readable condition on each box.

SIGNS

OBJECTIVE: To provide adequate and appropriate informational, interpretive, regulatory, and warning signs for Katy Trail State Park, and to ensure that such signs are in place, readable, and installed per DSP sign policy and ADA requirements.

Permanent Trail-Wide Signs: A current list of signs which should be on permanent display in locations throughout Katy Trail State Park is attached. These are generally informational or regulatory.

Special Needs Signs: A current list of signs posted only as needed or in a particular area is attached.

Temporary Signs: Temporary signs are generally posted to warn users of local or immediate situations which will be corrected or changed in the near future. These signs may vary to the situation, and may be hand lettered if necessary.

Katy Trail State Park sign needs are continuously evaluated and developed. Any attached list is subject to modification at any time.

WEATHER EVENT REPAIR/CLEAN UP

OBJECTIVE: To make the trail corridor safely passable for users as immediately as is possible and to repair damage to the trail or trail amenities to original or better condition.

Trail Corridor: Remove debris from trail surface, bridges, ditches, and tubes following storms or other weather events. Debris should be removed so that it will not impede trail use or water flow, or be subject to future washing into cleared ditches, drainage structures, or trail surface. The primary effort should be to provide a safe, passable corridor for trail users, with a secondary effort to clean up or repair surface and amenities to original or better condition, complying with design specifications or maintenance standards as appropriate.

Damage repair needs evaluated as not achievable by park staff should be forwarded to Planning and Development crews by means of a work order or project request. If damaged area is impassable to trail users, or if a safety hazard exists, the area should be fenced with orange construction fence and appropriately signed. An "impassable" section of trail must be signed as such at which time the park must also notify the Katy Coordinator and DSP closing notification group.

The weather event repair process will give consideration to any influencing factors such as the potential for immediate repeat programs. The safety of the trail user, however, will be the primary consideration and may require marking areas as "impassable" until repaired.

Large scale weather event, such as severe flooding, which cause severe damage in more than one area will necessitate a repair plan in which the park documents damage, requests assistance for projects beyond park capability, and establishes time lines for park achievable repairs.

RISK MANAGEMENT

OBJECTIVE: To comply with any and all DSP Risk Management policies and to continually evaluate and assess Katy Trail State Park operations and maintenance for risk exposure.

Identified Risks: All identified safety hazards or threats will be immediately fenced with orange construction fence and signed. Repair of safety hazards and threats will be priority over other maintenance projects or work.

ADA

OBJECTIVE: To provide and maintain facilities and services that are accessible to persons with disabilities.

Council Agenda

CONTRACTED WORK

The Contractor shall be responsible for repairing any and all damage occurring to state, county, municipal and private roads and crossings which occurs as a direct result of trail reconstruction work.

SCHEDULING

There may be separate contractors doing bridge repairs simultaneously to work under this contract for trailbed repairs. All contractors shall be required to coordinate and cooperate in organizing their various elements of work so that an acceptable schedule can be worked out among them. Each contractor shall afford the other contractors who are parties to such direct contracts with the Owner reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his work with others.

PERMITS

The Owner shall be responsible for obtaining all permits required for the execution of this project including any required from the Corps of Engineers.

MATERIALS

FILL MATERIAL

Fill material shall be free from roots, trash, debris, organic materials, frozen materials, material softer than adjoining soil, rock, or stone larger than 3" maximum dimension for use in upper 6" of fill.

Estimates of volumetric damage are provided on the SCOPE OF WORK SCHEDULE. The Contractor is responsible for establishing quantity of additional material required. Additional compensation will be made for importation of additional material as needed for required repairs if the quantity estimated by the Owner and as included in the base bid for the entire bid-section is exceeded, provided that material to be salvaged is first used, and provided the requirements for horizontal and vertical alignment are met.

Reclaimed aggregate and associated soil is considered appropriate fill material. The provisions of 1.1 are to be met in the use of this material.

RIPRAP (Shot Rock)

The material for riprap rock shall be as Type 2 Rock Blanket as specified in the 1993 edition of the Missouri Standard Specifications for Highway Construction section 611.32 which states the rock shall be durable stone with at least 60 percent of the mass being of pieces having a volume of one cubic foot or more. Acceptance of quality and size of material may be made by visual inspection by the Owner at the job site.

The quantity of Riprap shall be based on an "as needed" basis and will be limited to sites damage from localized cross cutting as shown in the SCOPE OF WORK SCHEDULE.

BASE AGGREGATE

Type 1 Aggregate for base shall be essentially limestone or dolomite. It shall not contain more than 15% deleterious rock and shale. Sand may be added only for the purpose of reducing the plasticity index of the fraction passing the No. 40 sieve in the finished product. Any sand, silt, and clay, and any deleterious rock and shale shall be uniformly distributed throughout the mass. The aggregates shall conform to the following graduation requirements:

Passing 1 inch sieve	100%
Passing ½ inch sieve	60 – 90%
Passing No. 4 sieve	40 – 60%
Passing No. 40 sieve	15 – 35%

The fraction passing the No. 40 sieve shall have a plasticity index not to exceed six.

The quantity of base rock shall be based on an "as needed" basis. There is a general estimate of the quantity required on a station-to-station basis in the attached schedule. If the Contractor over estimates or under estimates the Owner's calculations by more than 15%, approval of the Owner will be required before proceeding.

The following are specifications for the FINE AGGREGATE, BASE ROCK, AND RIPRAP (Shot Rock) Rock for the Katy Trail.

FINE AGGREGATE

All Fine Aggregate shall be crushed limestone and shall meet the following graduation specifications for the surface material. The Fine Aggregate will not contain dirt, clays, or other deleterious material.

	Percent
Passing 3/8 inch sieve	100
Passing No. 4 sieve	60-90
Passing No. 10 sieve	20-60
Passing No. 40 sieve	15-30
Passing No. 200 sieve	0-15

The price quoted will be per ton delivered and truck spread. The location where the material will be delivered and truck spread will be directed by the park.

Due to possible deterioration of road surfaces, the successful bidder will be responsible for notifying the appropriate county and state Highway Departments of their delivery routes and duration of deliveries when delivery commences so repairs by the appropriate highway department can be made immediately if deterioration occurs.

The successful bidder shall run samples of the fine aggregate and submit a report of the samples to the installer for assurance the aggregate delivered is within the above specification. If the successful bidder delivers material not within the specification the contract will be terminated immediately.

REPLACEMENT CULVERTS

Concrete culverts designated for replacement shall be demolished and used in fills calling for Rip Rap or removed from owners property. Any exposed reinforcement bars shall be cut off flush with the concrete prior to placement. Replace concrete culvert with a round CMP with equivalent cross sectional area.

Bedding and backfill material shall meet the requirements as recommended by the pipe manufacture. Install per the requirements of Section 725, 1993 edition MO Standard Specifications for Highway Construction.

The pipe shall be made of metallic coated steel and meet the requirements of Table 1, Section 725, 1993 edition of MO Standard Specifications for Highway Construction.

EXECUTION

GENERAL

At the beginning of reconstruction in any given area, all necessary clearing, debris removal and reclamation of aggregate materials in that area shall first be performed.

The rough grading of the trail bed, roadway intersections and crossings shall be to the designated horizontal and vertical alignment, grade, and cross section per this specification.

Side slopes, cuts, and fills shall be finished to reasonably smooth and uniform surface that will merge with the adjacent terrain without variations readily discernible from the trail bed.

Windows of excess material along shoulder or embankments shall be graded to conform to surrounding contours or slopes.

Finishing by hand methods is not required, except that all brush, weeds, excess mud silt and other debris shall be removed from culverts and channels within the scope of work in accordance with the plans and specifications pertaining to the construction limits as defined therein, even though such structures are used in place.

ALIGNMENT

Horizontal alignment of the trailbed shall be brought within reasonable tolerances by backsloping, ditching, removing stone and boulders from the trailbed surface, or any other work necessary, including drifting and hauling of any excavated material.

A reasonable tolerance in horizontal alignment is defined as a maximum gradual deviation of 2 feet, free of sharp breaks, to take advantage of favorable topography.

Gradual deviation in horizontal alignment shall also be permitted, if necessary to center an existing drainage structure that is to be used in place.

Vertical Alignment of the trailbed shall be brought within reasonable tolerances by moving and shaping salvaged material to reestablish the vertical alignment to preflood conditions. Imported material shall be used only as required to make up for material lost to the flood.

A reasonable tolerance in vertical alignment is defined as a final grade that is uniform in appearance, free of sharp breaks or humps, and within 6" of preflood grade.

Transitions between areas of reconstruction and existing trail shall not have linear grades in excess of 5% (1 foot vertical: 20 feet linear distance.)

Stumps, roots, rubbish or any other deleterious material shall not be placed in the trail embankments.

Material considered unsuitable for the subgrade shall be disposed of on nearby slopes or as otherwise directed by the Owner.

All ditches including inlet and outlet ditches shall be cut to grades that drain. The required cross section for inlet and outlet ditches leading to or from structures shall be of a width not less than the width of the floor or the diameter of the structure being served.

The trailbed shall be constructed to drain surface water to the side ditches and all ditches shall be kept open by the Contractor.

When hauling results in ruts or other irregularities, the Contractor shall reshape, reroll and compact the trailbed before the base or surfacing is placed.

Finishing operations shall continue until the trailbed is free from sharp breaks in alignment and grade, and until it has been shaped to the required cross section

COMPACTION

Compaction of the trailbed is a requirement included in this contract. The trailbed shall be substantially uniform in density throughout the entire width.

Fill material shall be spread in maximum 12 inch lifts and compacted to 90% Proctor density.

The compactive effort on each layer shall consist of distributing all equipment movement over the entire trailbed area and at least three complete coverage's with a tamping type roller over the entire area to be compacted.

The tamping type roller shall have tampers or feet projecting not less than 6 inches from the surface of the drum and shall have a minimum load on each tamper of 250 pounds per square inch of tamping area.

Compactive effort shall be continued until the tamping feet penetrate not more than 2 inches into the layer of material being compacted.

Continuous leveling and manipulating will be required during compacting operations and the moisture content shall be adjusted as is necessary to permit proper consolidation to a minimum of 90% Proctor density.

AGGREGATE BASE

All work on that portion of the subgrade on which the base is to be constructed shall be completed in accordance with the plans and specifications as stated herein.

Aggregate base shall not be placed on frozen subgrade.

The aggregate base material shall not be applied in layers exceeding 6 inches in depth after compaction. If any portion of the aggregate base layer must exceed 6 inches in depth, the material must be applied in multiple layers, each of which are to be compacted according to these specifications.

The Contractor shall be responsible for placing the correct quantity of base material on the trailbed to construct a base conforming with the drawings, schedules and specifications provided in this contract.

Excess material shall be hauled or bladed ahead and reused.

Shaping and compacting shall be performed until a true, even, and uniform surface of proper grade, cross section, and density is obtained.

Aggregate base material shall be compacted by not less than three complete passes of a ten ton vibratory roller. Rolling shall continue until there is no visible evidence of further consideration.

During the shaping and compacting operations, the moisture content of the base shall be maintained at the level necessary for compaction by wetting or drying as required to maintain 90% of maximum density.

Final rolling shall be accomplished by a self-propelled smooth-wheeled roller weighing not less than ten tons.

METHOD OF MEASUREMENT

A minimum of six inches (6" of salvaged ballast, or Type 1 Base, is required on the final grading width (See plan). Thickness of the aggregate base will be determined from measurements through the compacted finished ballast and/or Base taken at approximately 300 foot intervals.

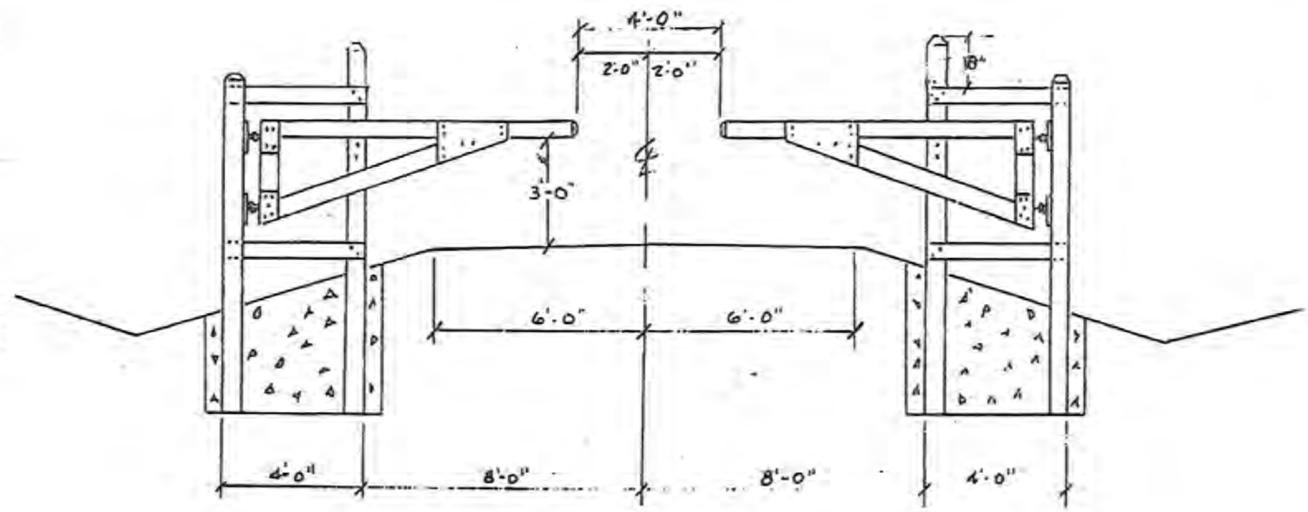
When the measurement indicates the thickness is deficient from the plan thickness, additional measurements will be taken at 50 foot intervals parallel to the centerline ahead and back of the affected location until the extent of the deficiency has been determined.

Any deficient areas shall be corrected by reworking and adding material within the limits of the deficiency.

Measurement of aggregate will be made by weighing each truckload on scales at the quarry of origin.

Loading tickets shall, at the option of the Owner, be collected by the Contractor and submitted to the Owner daily, or as otherwise directed by the Owner. Loading tickets shall have information as to origin of the load, gross vehicle weight, net weight of load, intended location of load (milepost number), and project title, and shall be signed as received by the Contractor's representative.

It is the responsibility of the Contractor to assure the gross weight of truck and material is not in excess of its licensed weight, and state, county and local weight limits.



MATERIAL LIST FOR ONE SET OF GATES

4 - 6" x 6" x 0'- 0"

4 - 4" x 6" x 12'- 0"

4 - 3/8" dia. x 4 1/2" Zinc Chromate Steel Screw Eyes

4 - 5/8" x 2 1/2" Machine Bolts

4 - 5/8" dia. Machine Nuts

32 - 1/2" dia. x 4 1/2" Hex Hd. Zinc Chromate Steel Machine Bolts

32 - 1/2" Hex Hd. Zinc Chromate Steel Nuts

36 - 1/2" x 6" Hex Hd. Zinc Chromate Steel Lag Bolts

20 - 1/2" dia. Zinc Chromate Flat Steel Washers

ALL LAG AND MACHINE BOLTS ARE TO BE STANDARD GRADE.

1. All lumber shall conform to the following specifications: DIMENSION LUMBER, Treated, No. 2 and Better Southern Yellow Pine, S4S-EE-DET, S-Dry, Association Grade Marked, Ground Contact, AWPB LP-22 AWPA C2 Retention 0.40, Missouri Quality Stamped.

KATY TRAIL SQUEEZE GATES

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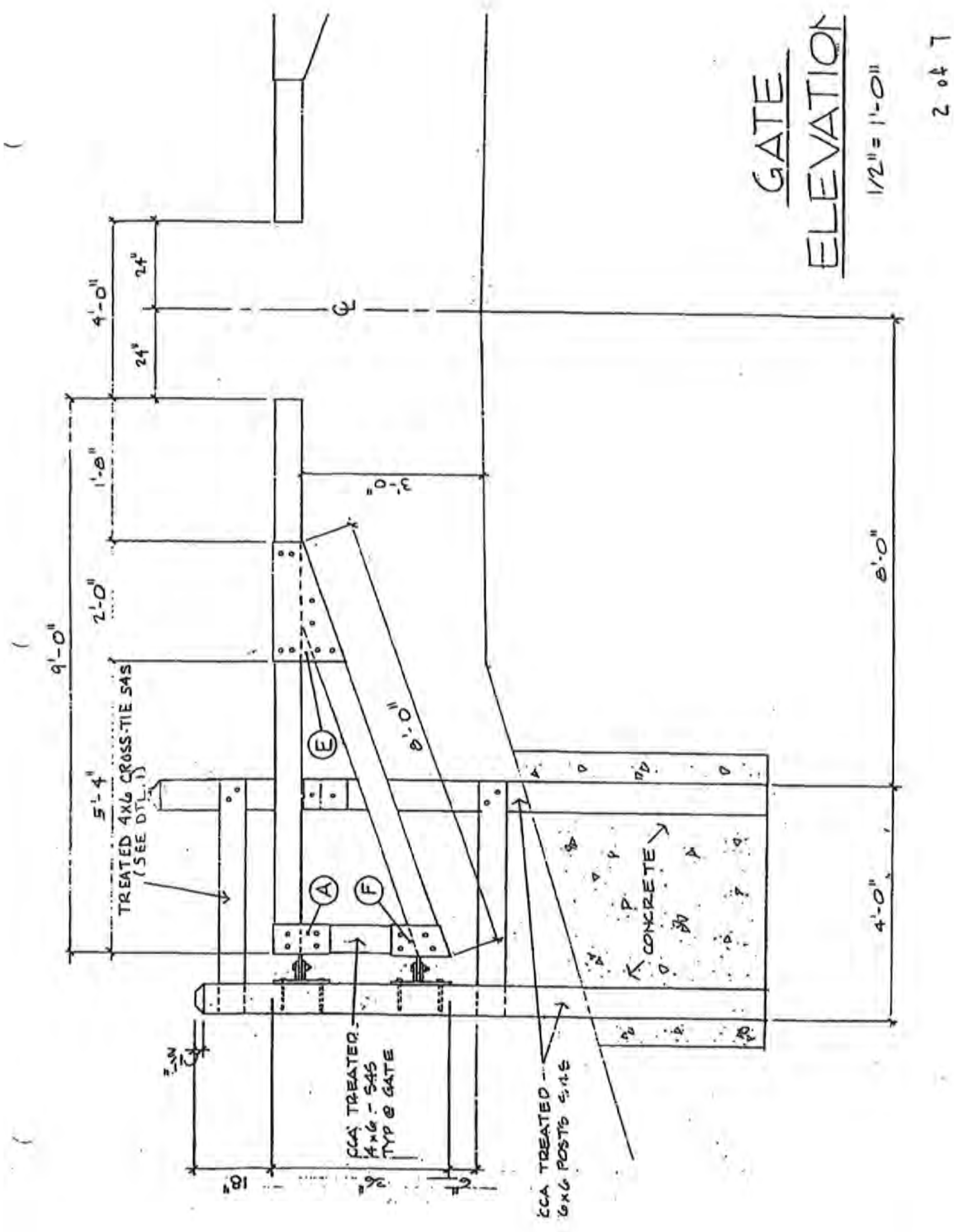
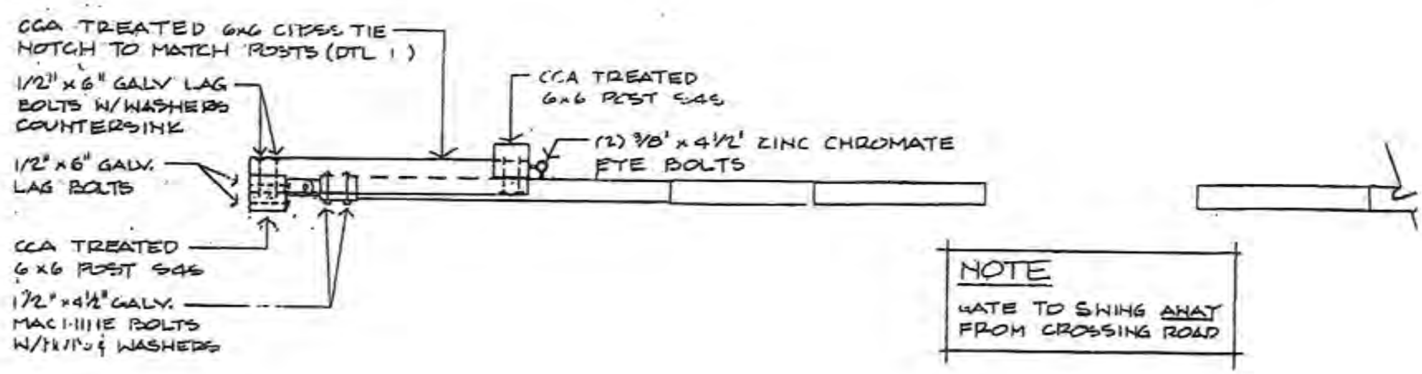
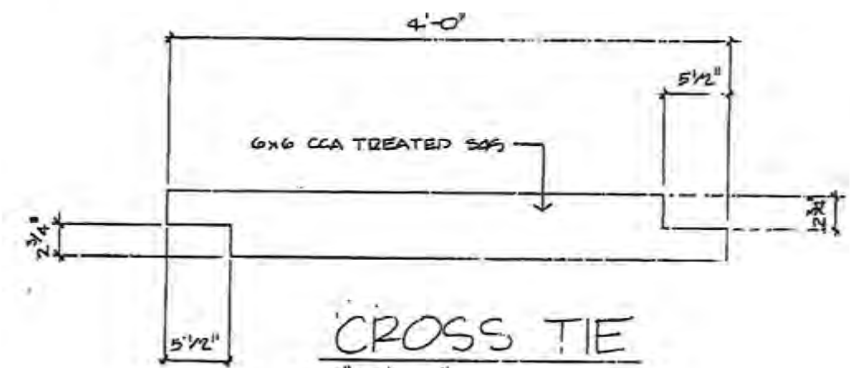
dVW

1 of 7


GATE ELEVATION
1/2" = 1'-0"
2 of 7
9'-0"
5'-4"
2'-0"
1'-8"
4'-0"
24"
24"
3'-0"
8'-0"
8'-0"
4'-0"
TREATED 4x6 CROSS-TIE S4S (SEE DTL 1)
CCA TREATED 4x6 - S4S TYP @ GATE
CCA TREATED 6x6 POSTS S4S
CONCRETE
A
E
F
18"
36"





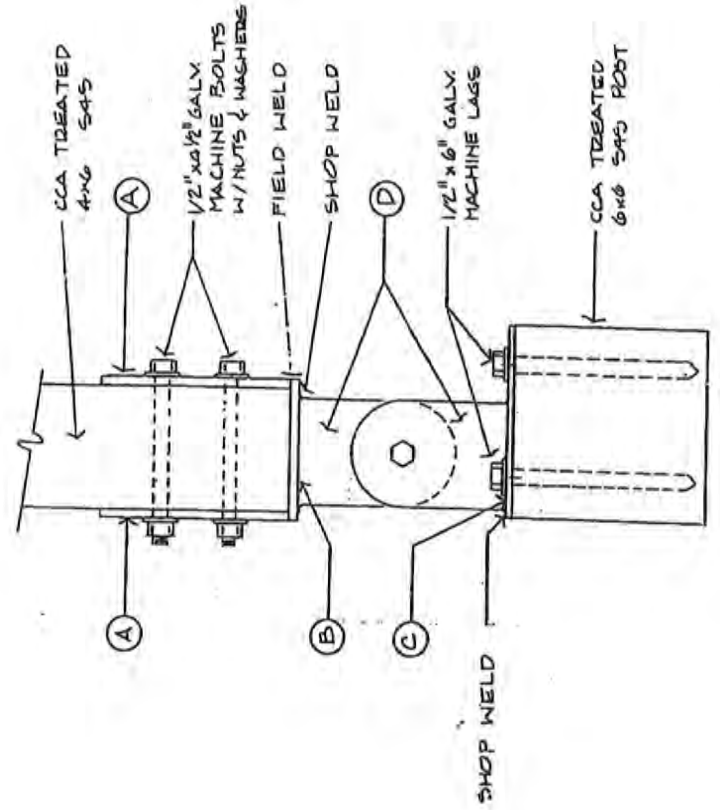
CROSS TIE
1" = 1'-0"

DTL. 1

GATE PLAN VIEW

1/2" = 1'-0"

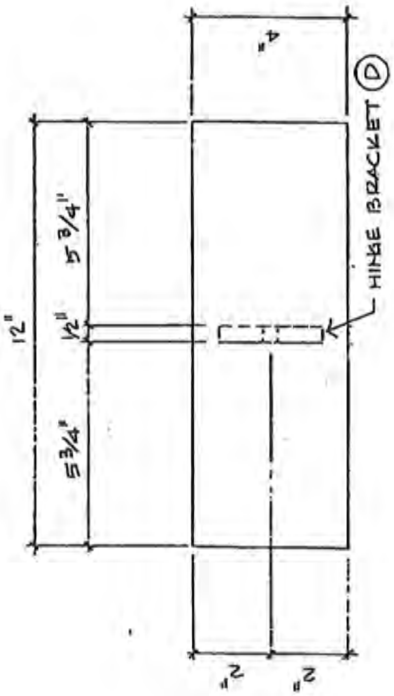
3 of 7



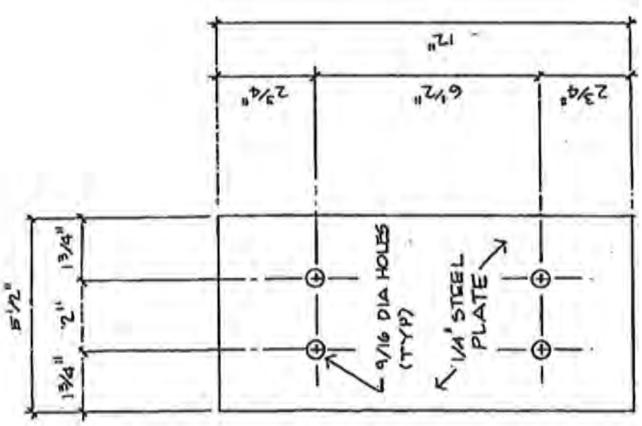
HINGE DETAIL

3" = 1'-0"

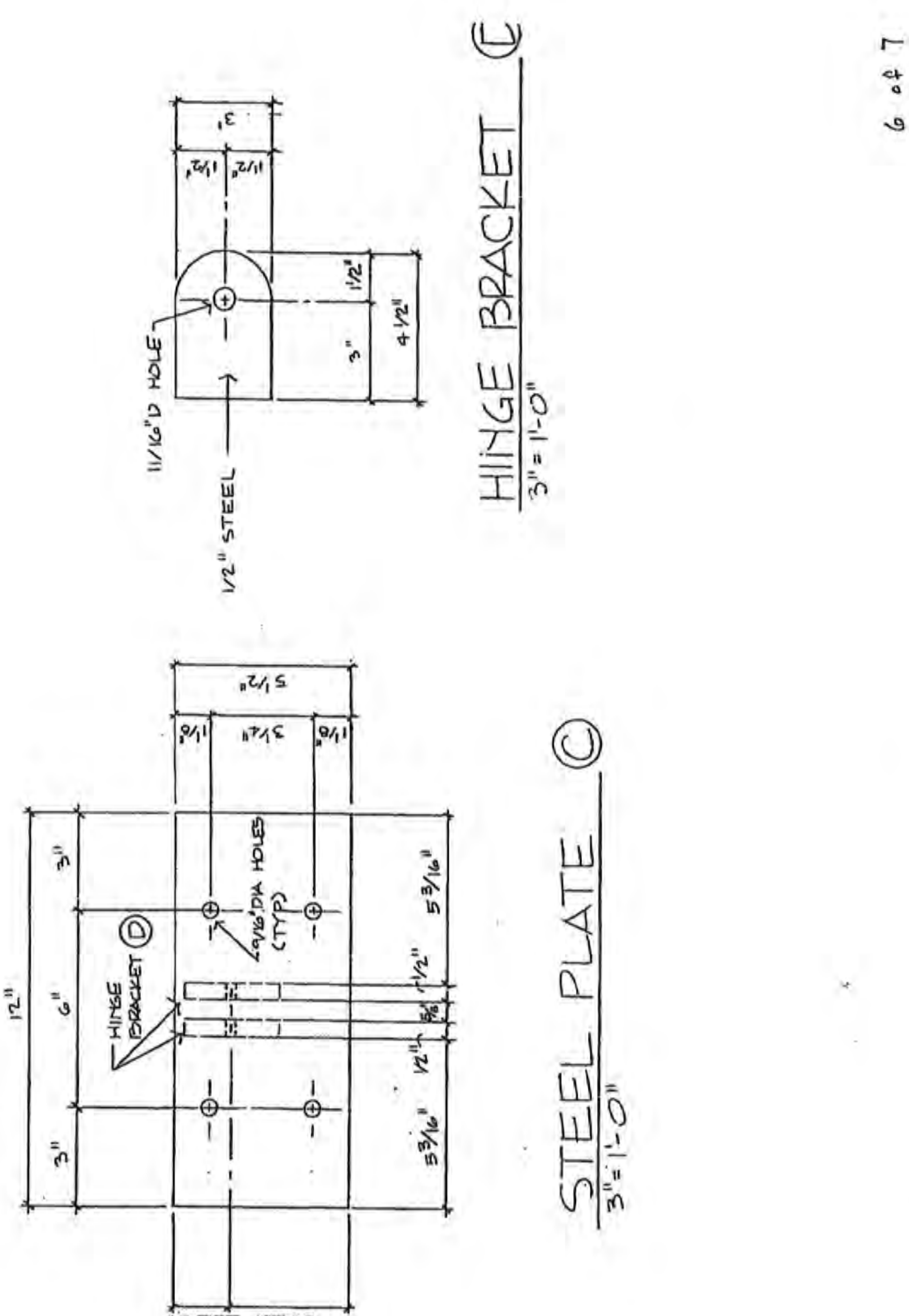
4 of 7



STEEL PLATE (B)
3" = 1'-0"



STEEL PLATE (A)
3" = 1'-0"

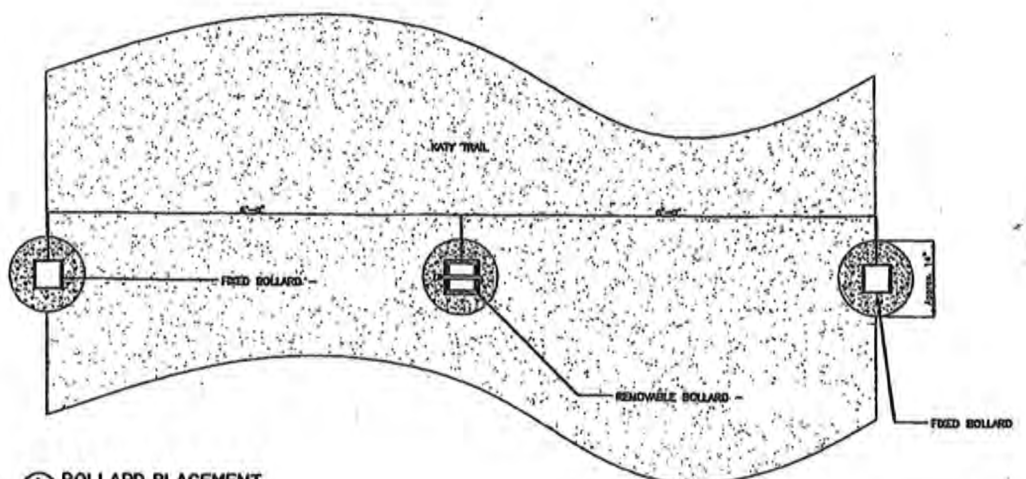


STEEL PLATE C
3" = 1'-0"
HINGE BRACKET D
9/16" DIA HOLES (TYP)
HINGE BRACKET E
3" = 1'-0"
11/16" D HOLE
1/2" STEEL
6 of 7

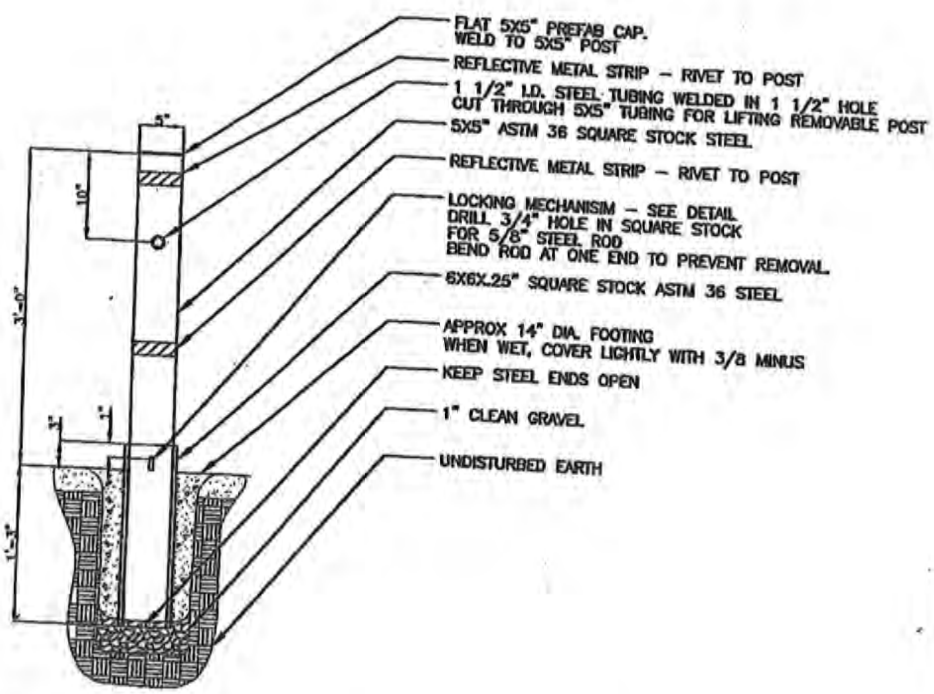
STEEL BOLLARD DETAIL

File No.: PARK CODE XX–XXX–04

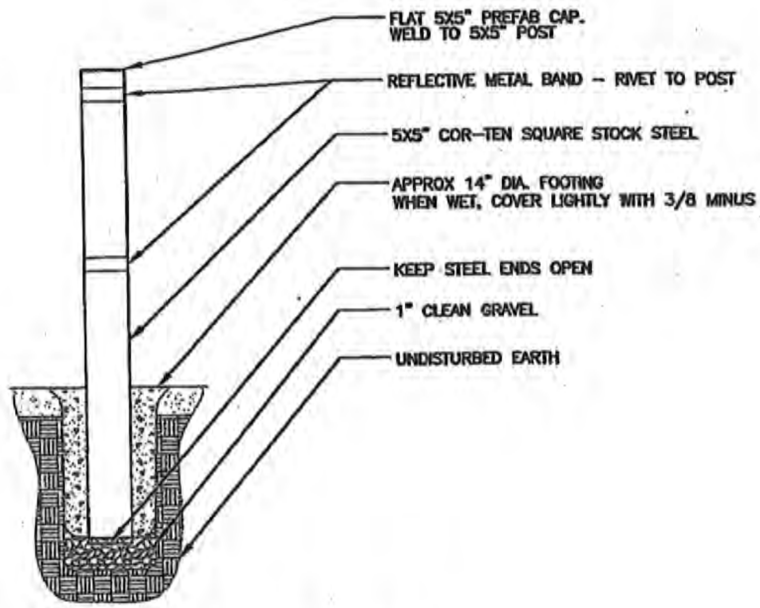
STATE PARK/HISTORIC SITE NAME
STATE PARK/HISTORIC SITE
ANYTOWN, MO



4/6 BOLLARD PLACEMENT
NOT TO SCALE



1/6 REMOVABLE BOLLARD
SCALE: 1"= 1'



3/6 NON-REMOVALBLE BOLLARD
SCALE: 1"= 1'

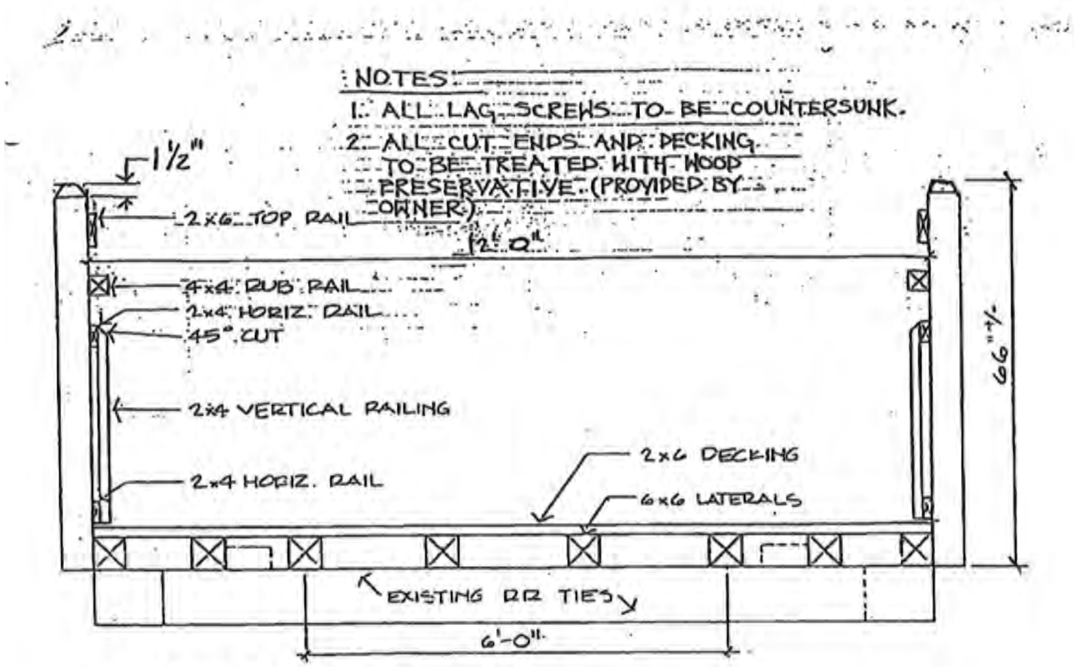
BRIDGES

The following is a list of the bridge material used to deck and handrail the existing railroad bridges. Length of material is based upon twelve (12 ft) foot sections:

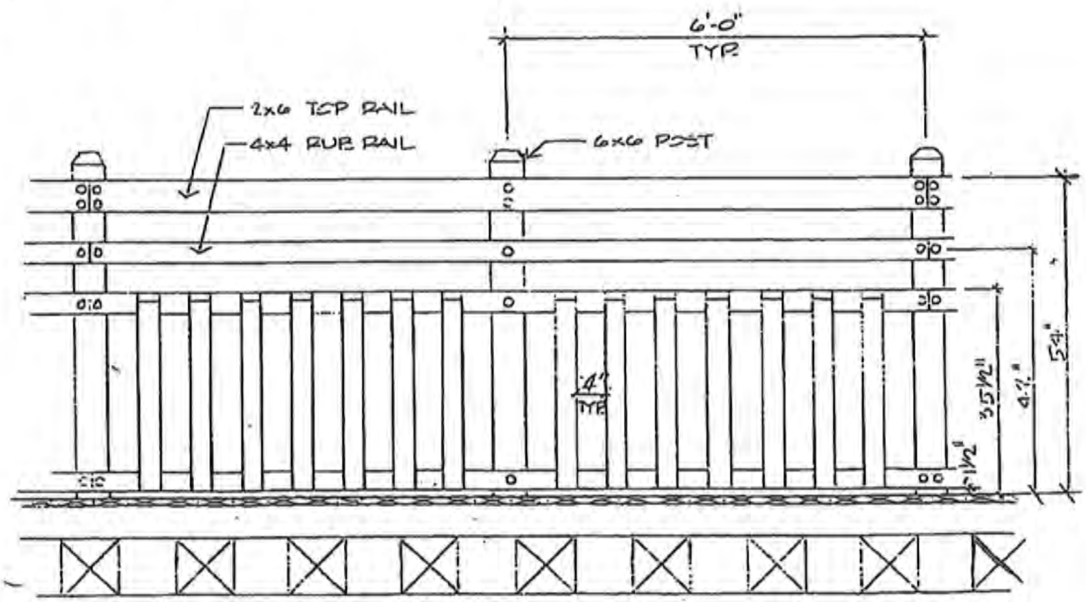
6 x 6 x 12
2 x 6 x 12
2 x 4 x 12
4 x 4 x 12
½" dia. X 10" Hex Hd Zinc Chromate Steel Lag Bolts
½" dia. X 6" Hex Hd Zinc Chromate Steel Lag Bolts
½" dia. Zinc plated US Flat Steel Washers
2 ½" Galvanized Deck Screws (For applying the vertical pickets to the rail)
S20dSGAL 4" x .131" dia. Flat Head Screw Shank Galvanized Nails. GALV-A-TECH III. (Nails were used in a nail gun to fasten the deck material, but if you wish to use 4" deck screws you may).

All lumber shall conform to the following specifications:

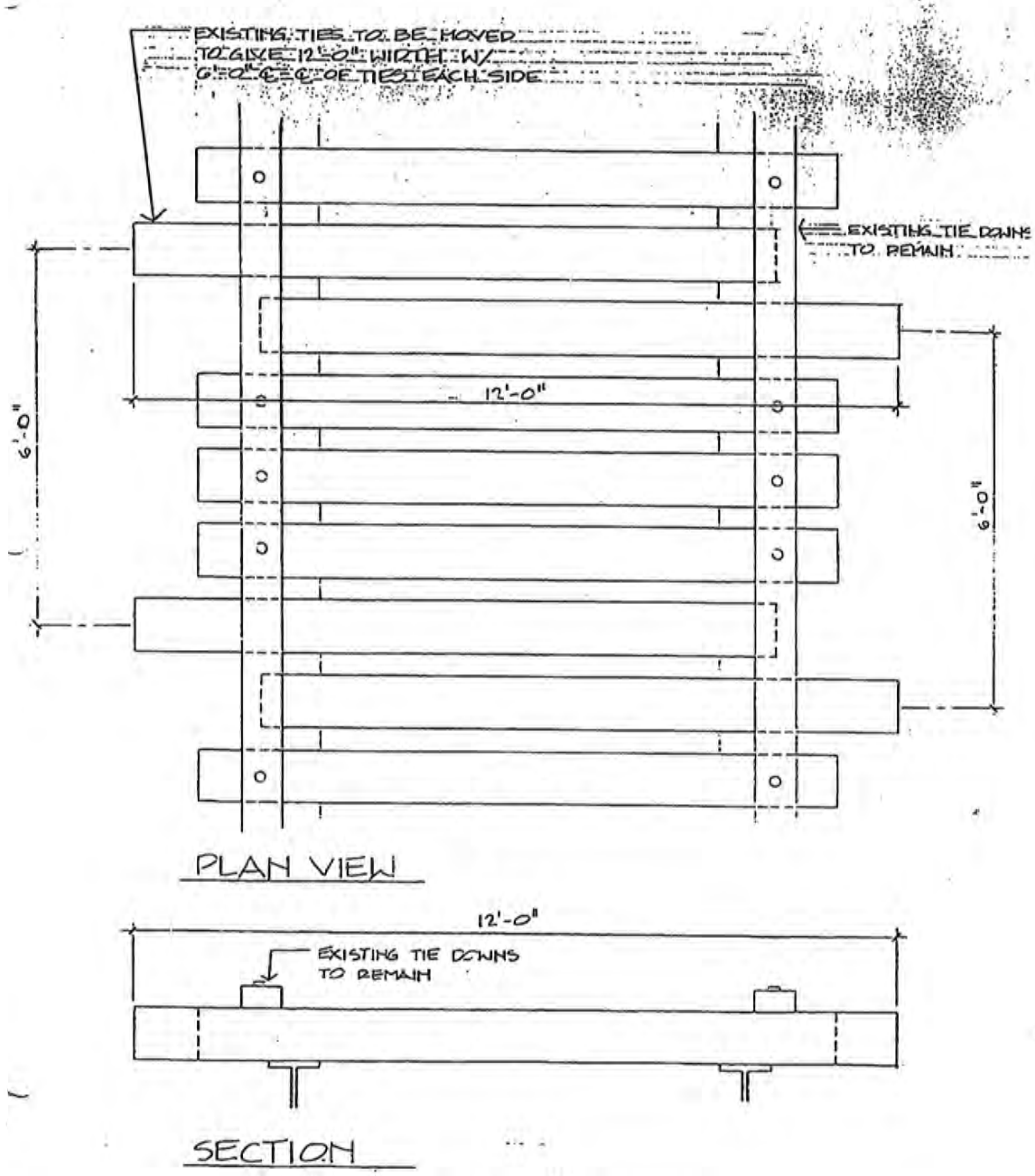
DIMENSION LUMBER, CCA Treated, NO. 2 and Better Southern Yellow Pine, S4S-EE-DET, S-Dry, Association Grade Marked, GROUND CONTACT, AWPS LP-22, AWPA C2 Retention 0.40, DRY, Missouri Quality Stamped.



SECTION



PROFILE


EXISTING TIES TO BE MOVED
TO GIVE 12'-0" WIDTH W/
6'-0" ℄-℄ OF TIES EACH SIDE
EXISTING TIE DOWNS
TO REMAIN
12'-0"
6'-0"
6'-0"
PLAN VIEW
12'-0"
EXISTING TIE DOWNS
TO REMAIN
SECTION

The following is a list of the bridge material used to deck and handrail the existing railroad bridges. Length of material is based upon twelve (12 ft) foot sections:

6 x 6 x 12

2 x 6 x 12

2 x 4 x 12

4 x 4 x 12

1/2" dia. x 10" Hex Hd Zinc Chromate Steel Lag Bolts

1/2" dia. x 6" Hex Hd Zinc Chromate Steel Lag Bolts

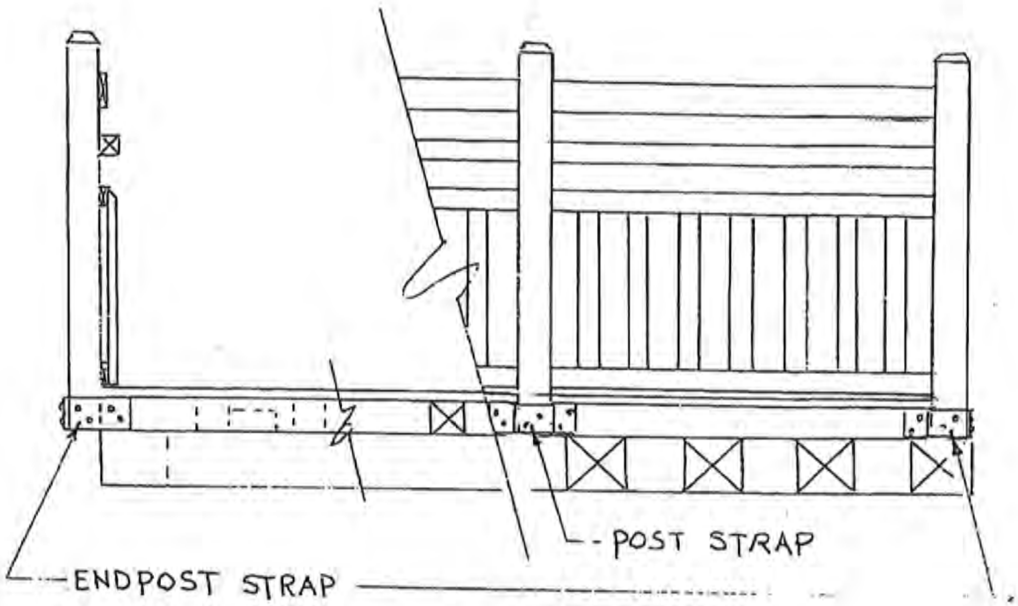
1/2" dia. Zinc Plated USS Flat Steel Washers

2 1/2" Galvanized Deck Screws (For applying the vertical pickets to the rail)

S20dSGAL 4"x .131" dia. Flat Head Screw Shank Galvanized Nails. GALV-A-TECH III. (Nails were used in a Nail Gun to fasten the Deck Material, but if you wish to use 4" Deck Screws you may).

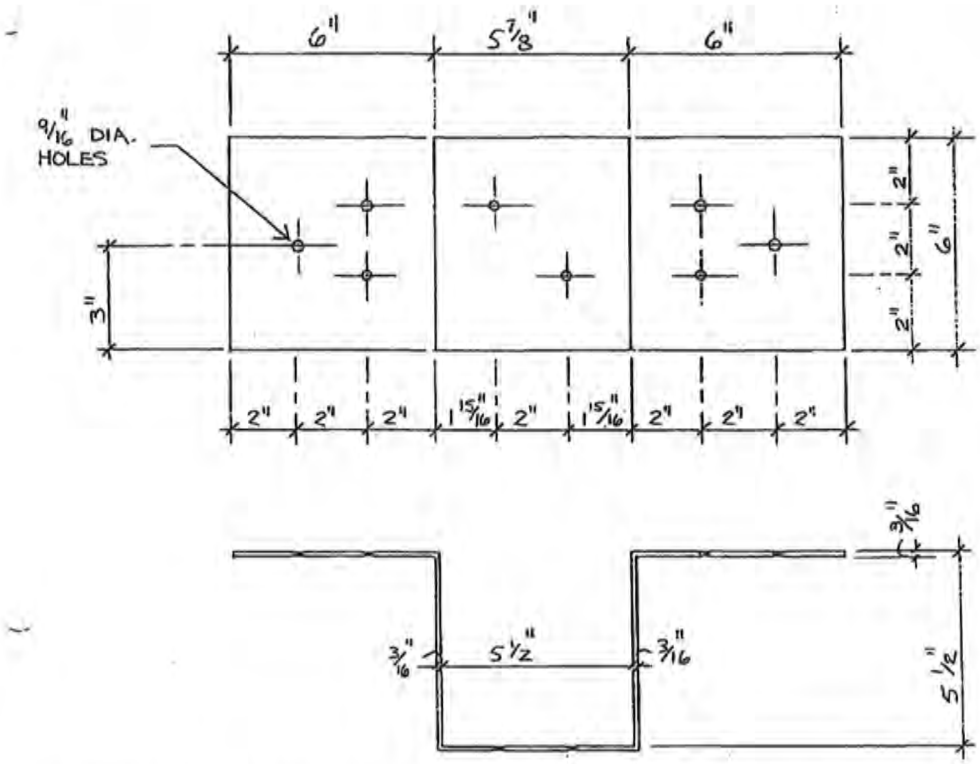
All lumber shall conform to the following specifications:

DIMENSION LUMBER, CCA Treated, NO. 2 and Better Southern Yellow Pine, S4S-EE-DET, S-Dry, Association Grade Marked, GROUND CONTACT, AWPB LP-22, AWPA C2 Retention 0.40, DRY, Missouri Quality Stamped.



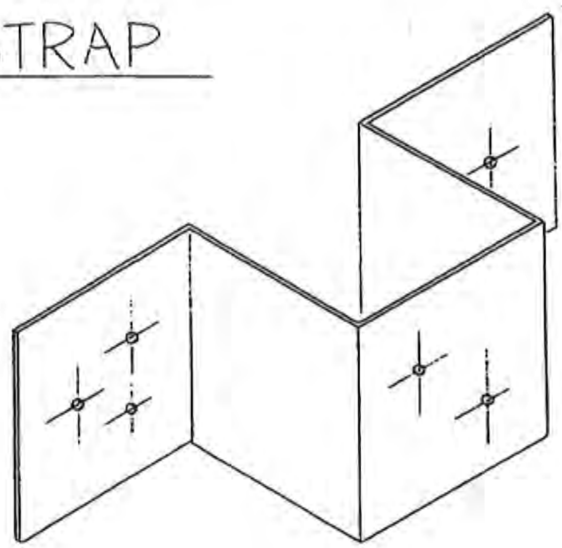
All Post Straps are to be maufactured form A36 Structural Steel. Post Straps are to be stamped, holes drilled for a 1/2" diameter bolt, and Hot Dipped Galvanized.

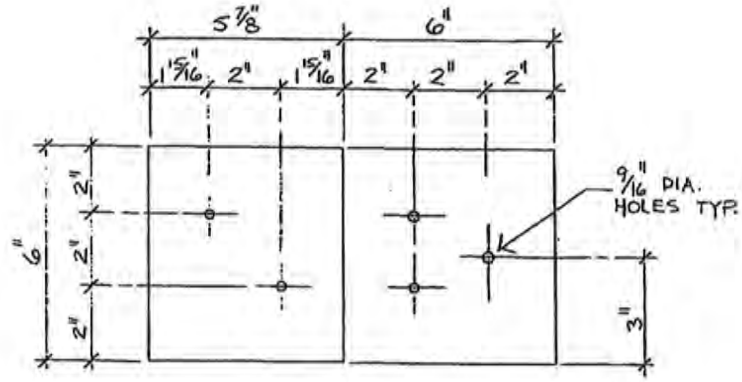
KATY TRAIL
POST STRAPS

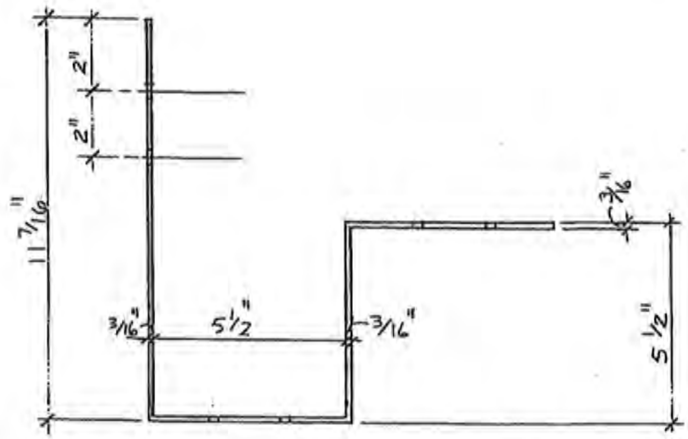


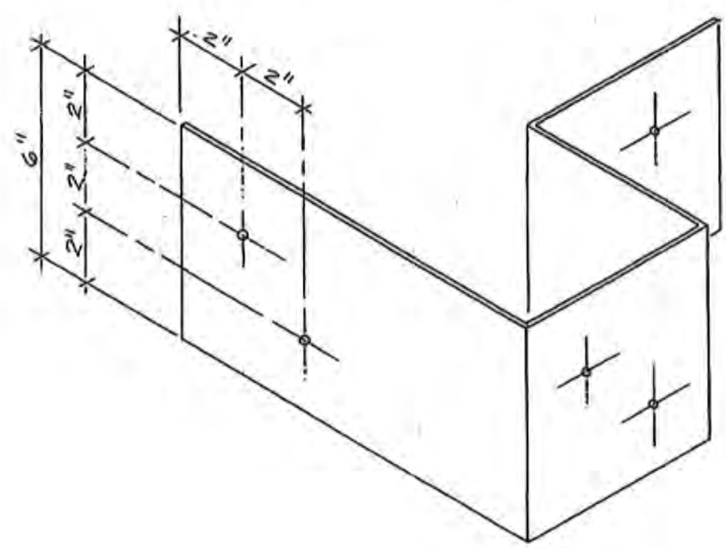
POST STRAP

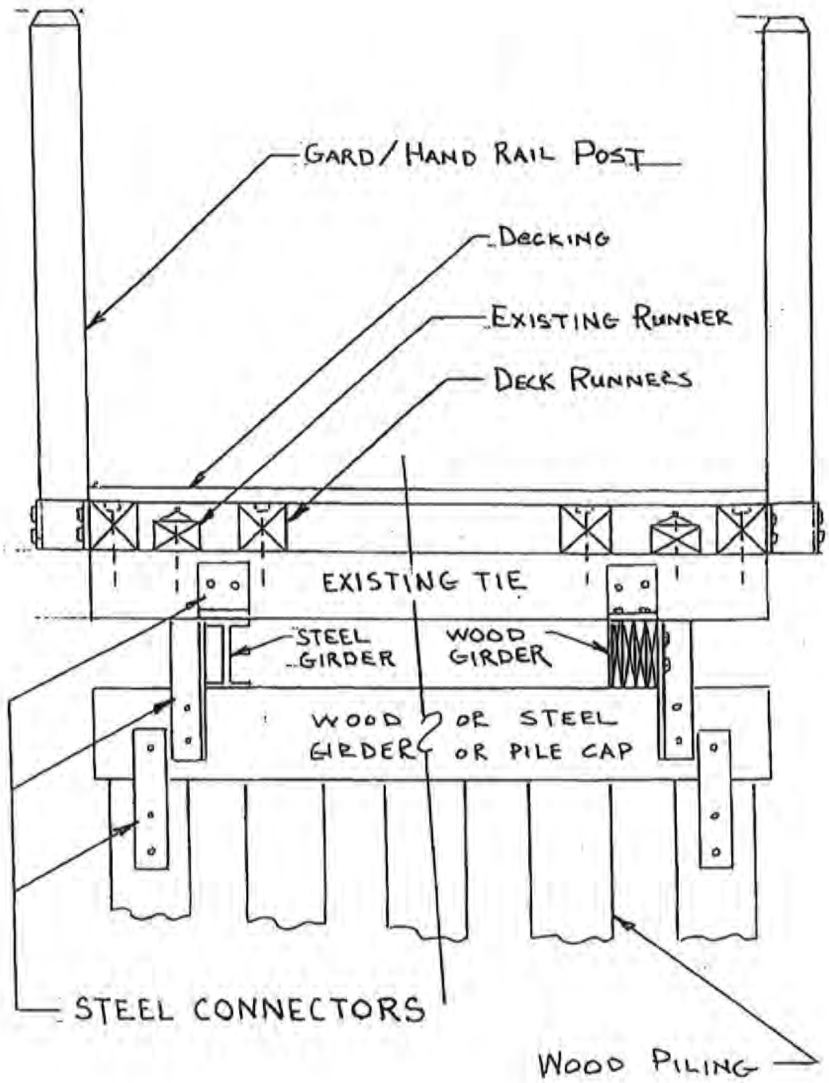
3" = 1'-0"



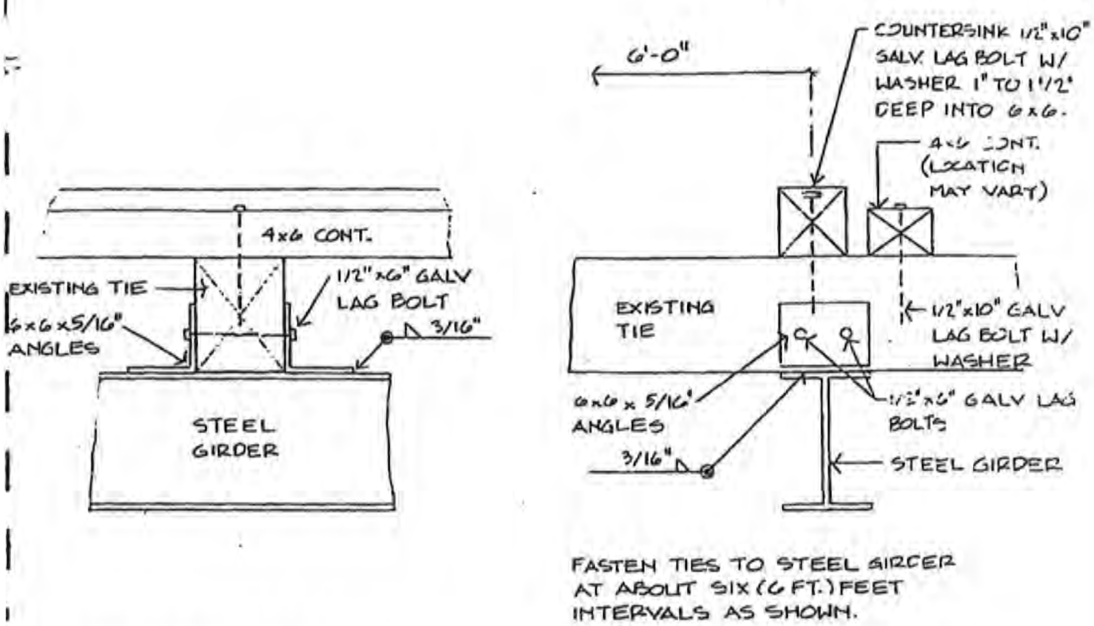

5 7/8"
6"
1 15/16"
2"
1 15/16"
2"
2"
2"
6"
2"
2"
2"
9/16" DIA.
HOLES TYP.
3"


11 7/16"
2"
2"
3/16"
5 1/2"
3/16"
3/16"
5 1/2"


2"
2"
6"
2"
2"
2"

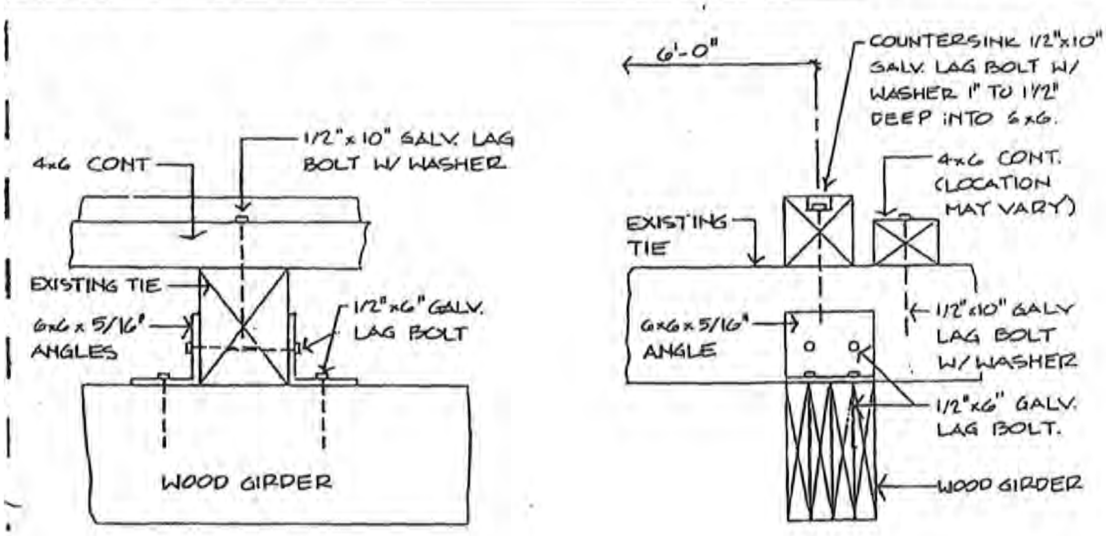


KATY TRAIL
STEEL CONNECTORS
Rev. 05-10-96 DWW 1/4



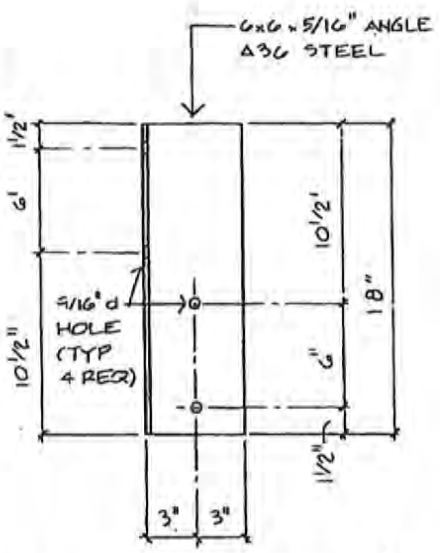
BRIDGE DETAILS (STEEL STRUCTURES)

1"=1'-0"

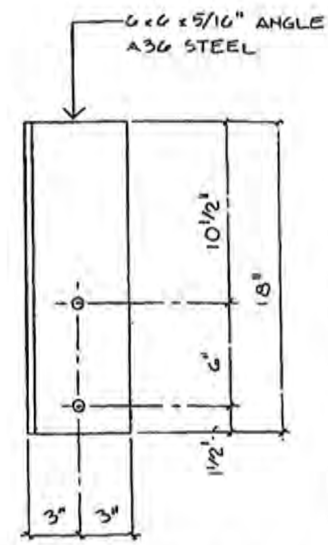


2/4

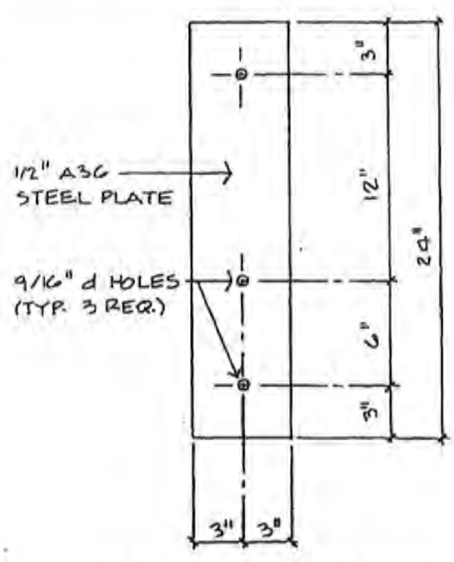
BRIDGE DETAILS (WOOD STRUCTURES)



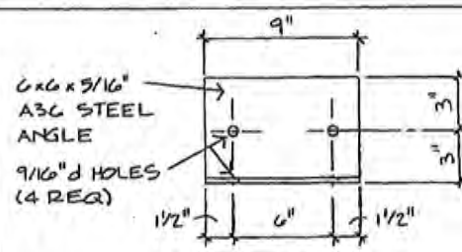
WOOD GIRDER TO PILE CAP
1 1/2" = 1'-0"



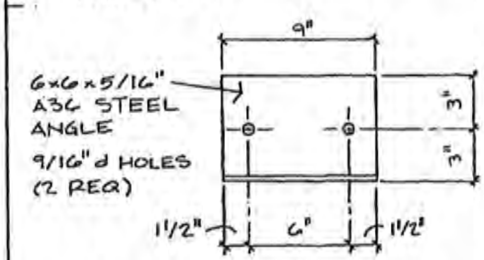
STEEL GIRDER TO PILE CAP
1 1/2" = 1'-0"



PILE CAP TO PILINGS
1 1/2" = 1'-0"

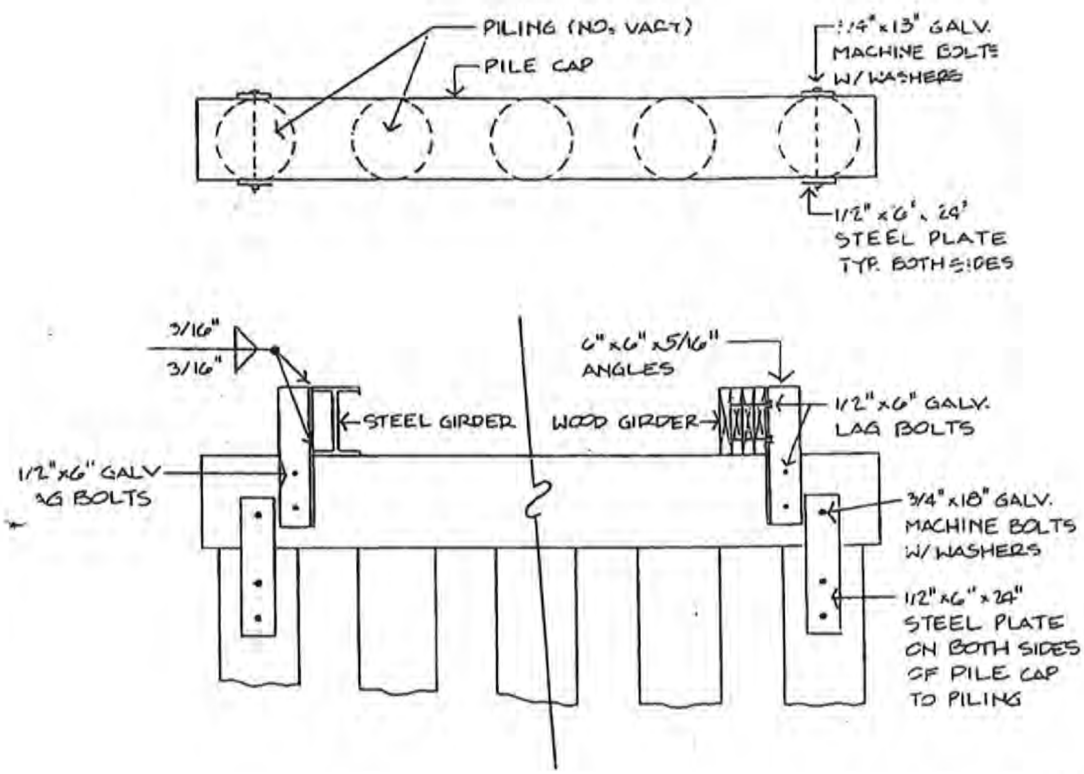


TIES TO WOOD GIRDER
1 1/2" = 1'-0"



TIES TO STEEL GIRDER
1 1/2" = 1'-0"

STEEL CONNECTORS 3/4



BRIDGE DETAILS (PILE CAPS TO PILING) 4/4

SIGNS

INFODEPOT SIGNS

The following is a list of signs and notices that may be on display at all Katy Trail State Park trailheads. The infodepots may be used to display area specific park information, special event fliers, program announcements or other information as approved. A brochure box should also be mounted on each infodepot to hold appropriate KTSP brochures or maps.

KATY TRAIL PERMENANT SIGNS

MILE MARKERS:

Should be installed on the south side of the trail according to railroad strip map mile marker indications. As some variations occur in actual mileage on these maps, these signs should not be located in reference to odometer readings (MVE/MCC)

RISK MANAGEMENT:

(Warning signs for possible situations on trail). Installed to be readable as users are headed away from trail heads, on the trail, in either direction. A two faced sign should also be located midway between each trailhead (DSP)

TOWN SIGNS:

At either approach to a town or community along the trail, a sign should be installed indicating the community name (e.g. CLAYSVILLE) (DSP)

TRAIL HEAD TOWN SIGNS:

Signs installed parallel to the trail on either info depot or restroom as directed by Katy Coordinator.

ENTRANCE SIGNS

Katy Trail State Park sign with international symbols to be installed at each trail head entrance (DSP)

PARKING LOT SIGNS:

"No Alcohol" and Accessible Parking" signs as needed. (DSP)

GATE/BOLLARD SIGNS

All squeeze gates/bollards will be signed with "No Unauthorized Motor Vehicles" and "State Park Rules Apply" signs readable by cross trail traffic, and "Stop" (paved or heavy traffic crossings) or "YIELD" (aggregate or low traffic crossings) and "General Rules of Trail" signs readable by trail users. These 4 signs are mounted on extended inner H leg brace, no signs are to be placed on gate/bollard. These signs may also be used in non-gated crossings as necessary.

BOUNDARY:

Standard DSP boundary signs to be installed every tenth mile backed by leaving public use area sign. In problem area signs can be installed at greater frequency.

INTERPRETIVE PANELS

Wayside exhibits.

KATY TRAIL SPECIAL NEED SIGNS

KATY TRAIL ROAD MARKER:

Logo with arrow signs directing trail traffic through Boonville and Sedalia. May also be used upon request and with permission to direct traffic through a town to a trailhead. (MVE/MCC)

ADOPT-A-TRAIL

Mounted beneath mile marker sign in both directions for each adopted mile. (MVE/MCC – KATY COORDINATOR OFFICE ORDERS)

SIREN WARNING

Informational signs for trail users traveling between the Middle River Bridge (Callaway County) and the eastern city limits of Rhineland Signs should be installed at the Middle River (readable if traveling east), at the Mokane and Portland trail heads (readable if traveling either direction, at the Bluffton Hwy 94 crossing (readable if traveling either direction), and at the eastern city limits of Rhineland (readable if traveling west). (DSP)

NO DUMPING

Signs should be posted as needed in areas which are known dump sites (i.e. Greensbottom trail head) (DSP)

STEEP EMBANKMENTS:

Forthcoming sign to be installed at areas identified by Risk Management Administrator and District RM Coordinator.

NO PARKING

Signs may be posted on park property at road crossings or other areas in which vehicle parking poses a safety threat or impedes trail use (DSP OR MVE/MCC)

ONE OF A KIND

Signs such as the Hindman Junction sign, the Glossmeyer property signs, the Hwy 70 bridge sign, and any other unique-to-the-situation sign should be installed and maintained as directed. (DSP)

KATY TRAIL TEMPORARY USE SIGNS

A variety of temporary use signs exist for Katy Trail State Park. Facilities are asked to identify and assist in design for such signs that are frequently used that may be standardized across the trail. Such signs include:

TRAIL CLOSED
Construction signs

DSP – Refers to DSP Sign Shop. Should have screens ready to go and should know what you are talking about when you order.

MVE/MCE – Refers to the MVE/MCC Sign Shop, Bus. Rt. 63 South, Moberly, MO 65270.

OUTLINE OF CONSTRUCTION FOR THE KATY TRAIL

I. Mobilize Preparation Crew

A. Access Preparation

1. Clear brush, fallen trees, limbs, debris, and vegetation from the twenty four foot (24") construction zone.

2. Clear brush, trees, and debris from bridges.

3. Remove all trash throughout right-of-way

B. Carpenters Mobilize

II. Mobilize Carpenter Crew

A. Bridge Stabilization

1. Repair Damage.

2. Prepare ties and secure.

B. Deck Bridges

1. Install permanent decking.

2. Place protection boards for heavy equipment use.

C. Carpenters move off site to accomplish the following:

1. Prefabricate bridge and trail components.

a. Hand rails
b. Guard Rails
c. Gates

III. Mobilize Heavy Equipment for Trail Construction

A. Clear drainage ditches

B. Repair or establish drainage

C. Repair or replace drainage structures

1. Culverts

a. Repair

b. Clear openings

c. Replace

2. Bridges

a. Repair washouts

b. Repair undercuts

c. Place riprap

D. Profile Trailbed

1. Bank and berm

a. Repair washouts across trail, and alongside trail

b. Place base aggregate and riprap as required

2. Prepare trail surface to receive fine aggregate

a. Correct trail width

b. Profile trail crossings

c. Ramp over levees

d. Ramp for bridge crossings

E. Finish Trial Surface

1. Order, deliver, and truck spread fine aggregate

2. Rough grade fine aggregate with motor grader

3. Finish grade with box scraper

4. Apply moisture to fine aggregate

5. Compact trail surface and sides

6. Repeat Nos. 3, 4, 5, & 6 to design profile and compaction

IV Mobile Carpenter Crew

A. Install bridge and culvert handrails

B. Install bridge and culvert guardrail

C. Install gates

D. Mobilize fencing crew

V. Mobilize Heavy Equipment to Parking Lots

A. Rough Grading

1. Drainage and culverts

2. Site design

B. Finish Grade

1. Base aggregate

2. Finish surface

C. Heavy equipment mobilizes to restroom site or next trail section for construction.

VI. Mobilize: Carpenter Crew to Parking Lot

A. Install guard rails

B. Construct information structures

C. Install signs and parking bumpers

D. Carpenters mobilize to construct restrooms or next trail section for construction

E. Landscape crew mobilizes

F. Fence crew mobilizes

VII. Mobilize Heavy Equipment (restroom)

VIII. Mobilize Carpenter Crew (restroom)

IX. Mobilize Landscape Crew

Revised –April, 2005

Sutherlands

contact us store locator credit

ACQ Lumber is Replacing CCA Treated Lumber

Why is CCA lumber no longer being sold?

In early 2004, Sutherlands, along with most other retail lumber dealers in the United States, began phasing in **ACQ** (Alkaline Copper Quaternary) lumber to replace CCA & Wolmanized® lumber, which are no longer being manufactured for residential use. The Preservative manufacturers are voluntarily taking this action based on negative public perception of CCA, media coverage and growing consumer interest in using an alternate wood preservative.

What is ACQ Lumber?

ACQ is a copper based preservative system that is the most cost-effective alternative to CCA. ACQ has been researched and tested since the late 1980's. It was introduced commercially in 1992. ACQ provides dependable performance and is building code compliant (NER 628). It treats a wider range softwood lumber species, and is quality assured by a third party (TPI or SPIB). Like CCA, it is treated against decay and insect damage.

What is ACQ lumber approved for?

ACQ is ideal for structural uses, sill plates, outdoor furniture, playground equipment, patios, decks, garden edging and landscaping structures. The preservatives in ACQ products meet American Wood Preservers Association standards.

Are there different grades of ACQ lumber?

Yes. The same formula used for CCA lumber applies to ACQ treated lumber for the following applications:

- Above Ground (.25)
- Ground Contact (.40)
- Fresh Water Contact (.40)

Can I use the same metal fasteners used for CCA lumber?

The chemicals used in ACQ will corrode ordinary galvanized fasteners, therefore special consideration must be taken when working with ACQ lumber. **Hot dipped or stainless steel fasteners MUST be used with ACQ.**

The two most important things to remember when selecting deck fasteners, framing nails, decking nails or screws are: (1) holding capacity, and (2) resistance to corrosion. Using the wrong fasteners can compromise the appearance, longevity, and safety of an outdoor project.

Many fasteners traditionally used with treated lumber are no longer recommended for this application. Dacrotized, electroplated, brass, and aluminum fasteners should not be used in treated lumber when the appearance of rust or the likelihood of corrosion is unacceptable.

Hot Dipped Galvanized - Fasteners galvanized to meet ASTM A 153 class D are acceptable for use with treated lumber. It is important to point out that galvanized fasteners are rust-resistant and not rustproof; there is no guarantee that these fasteners will remain rust-free.

PrimeGuard +10-Coated – This is a patented coating that carries a 10-year guarantee against rust and corrosion when used with treated lumber. For maximum performance we suggest PrimeGuard Plus Stainless Steel or PrimeGuard Plus coated fasteners. PrimeGuard Plus Exterior Fasteners are a complete line of premium fasteners for all outdoor projects, and available at most Sutherlands retail locations. All PrimeGuard Plus fasteners are guaranteed not to rust or corrode.

The following products are available at most Sutherlands locations for use with ACQ products. Manufacturers recommend these lines of product to be used with ACQ treated lumber:

- Simpson Strong-Tie - ZMAX (G185) Hot-Dip Galvanized or Stainless steel fasteners. Read Simpson's Treated Wood FAQ
- USP Structural Connectors - Triple Zinc G-185 Connectors
- PrimeSouce Fastening Systems - PrimeGuard Plus - Coated Fasteners Read PrimeSource's Treated Lumber Notice

Please note: One-half inch (12.7mm) or greater steel bolts are acceptable and do not require special coatings.

Aluminum should not be used in direct contact with ACQ preserved wood. Spacer materials or some other physical barrier are recommended to prevent direct contact. A poly barrier is recommended for any applications where ACQ will meet aluminum flashing. Do not use aluminum fasteners.

Will ACQ lumber look the same as CCA?

When purchased, freshly treated ACQ is normally a green color like CCA. It will weather to a tan/brown color in months and eventually weather to gray over time.

For more information about ACQ lumber, check these other resources:

WolmanizedWood.com
Universal Forest Products
Naturalselect.com (Wolmanizedwood.com)
USA Today
Simpson Strong-Tie

Sutherlands.com

Home | Locations Nationwide | Jobs | Contact us | Credit | Privacy | Terms of Use

Color Scheme
for
Katy Trail State Park
Information Boards & Restrooms

Katy Trail Information Boards

Exterior Body: Grassland #SW6163 (Sherwin Williams)
Exterior Trim: Dried Thyme #SW6186 (Sherwin Williams)
...These paint colors are intended to occur on the exterior of the structure, beginning at the fascia (approximately eight feet above the ground) and above.
...The light green paint goes on the building body, and the dark green paint goes on the building trim along the two rooflines.
...The posts and the timbers within the structure shall not be painted.
...These paint colors may be matched to Sherwin Williams.

Katy Trail Restrooms

Exterior Body: Grassland #SW6163 (Sherwin Williams)
Exterior Trim: Dried Thyme #SW6186 (Sherwin Williams)
...These paint colors are intended to occur on the exterior of the structure.
...The light green paint goes on the building body, and the dark green paint goes on the window and door trim, and on the building trim along the roofline.
...These paint colors may be matched to Sherwin Williams.

Roofing

The structures' roofing shingles shall be red in color.

CITY COUNCIL
OF THE CITY OF SEDALIA, MISSOURI

RESOLUTION NO. ________________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI, STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE THE CITY'S ANNUAL BUDGET FOR FISCAL YEAR 2027.

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

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

WHEREAS, the City Council of the City adopted and approved the City's annual budget for Fiscal Year 2027 in accordance with the requirements of Section 67.010, RSMo, by Ordinance No. 12414 on March 16, 2026, and

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

WHEREAS, expenses for City's operations for Fiscal Year 2027 have been higher than budgeted, but do not exceed revenues plus the City's unencumbered balance brought forward from previous years; and

WHEREAS, the City Council of the City desire to state the facts and reasons necessitating an amendment to increase certain expenditures in the Fiscal Year 2027 annual budget.

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

Section 1. Expenditures from the City's Capital Improvement Fund must be increased by a total of $10,006.02 above the amount authorized in the adopted annual budget for Fiscal Year 2027. An amendment to increase said budget is necessary for the following facts and reasons:

A. Purchase of TAPCO crosswalk system at Washington Elementary School, offset partially with grant funds.

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

PASSED by the City Council of the City of Sedalia, Missouri, on August 17, 2026

____
Presiding Officer of the Council

ATTEST: ______________________________
Jason S. Myers, MRCC, City Clerk

BILL NO. ____________________

ORDINANCE NO. _____________

AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2026-2027 REGARDING TAPCO CROSSWALK SYSTEM AT WASHINGTON ELEMENTARY.

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

Section 1. The 2026-2027 fiscal year budget beginning April 1, 2026 and ending March 31, 2027 is hereby amended to modify certain budgeted line items as they appear on the attached schedule and made a part hereof as Exhibit A as if fully set out herein.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 17th day of August 2026.

____
Presiding Officer of the Council

Approved by the Mayor of said City this 17th day of August 2026.

____
Traves Williams, Mayor

ATTEST:

____
Jason S. Myers, MRCC
City Clerk

Exhibit A
City of Sedalia
FY27 Budget Amendment 8/17/2026 TAPCO Crosswalk Washington Elementary

Account / Description		Current Budget	Change	Amended Budget	Comments
Revenues / Source of Funds					
15-00-449-00		(3,247,088.27)	(6,000.00)	(3,253,088.27)	Missouri Coalition for Roadway Safety Grant
Total Revenue Change			(6,000.00)		
Expenditures / Uses of Funds					
15-32-353-62	Various Street Improvement Projects	4,972,224.30	10,006.02	4,982,230.32	TAPCO Crosswalk Washington Elementary
Total Expenditure Change			10,006.02		
			(4,006.02)		**Net Increase (Decrease) In Projected Fund Balance**

Council Agenda

TAPCO
Safe travels.
Traffic and Parking Control Co., LLC
5100 West Brown Deer Rd
Brown Deer, WI 53223
United States of America
Phone No.:800-236-0112
E-Mail: Tapcosales@tapconet.com

SALES QUOTE

SALES QUOTE DATE
4/22/2026
SALES QUOTE NUMBER
Q26006888
CUSTOMER NO.
C46782

BILL TO
City of Sedalia
AJ Silvey
300 W 3rd Street
Sedalia, MO 65301
United States of America

SHIP TO
City of Sedalia
Brenda Ardrey
200 S Osage Ave
SEDALIA, MO 65301
United States of America

Ext. Document No.	SHIP VIA	TERMS	SALESPERSON	VALID UNTIL
LEGACY RRFB	BEST RATE Prepaid & Add	Net 30 DAYS	Zach Feerick	5/22/2026

Item/Description	U/M	Quantity	Unit Price	Total Price
Ped. Xing - Solar, Radio, DS RRFB, iNX Push Button, on 4" OD Post				
500605 Controller, 12V, 136921, Radio, Polara APS, 30W TOP, No Battery	Each	2	1,867.50	3,735.00
137480 Dual 22AH Battery Pack Harnessed and Fused	Each	2	284.40	568.80
138089 RRFB, Dimmable, Assembly with Universal Mounting Kit	Each	4	351.00	1,404.00
144391 Push Button, iNX, No Braille, Black Single Arrow, 9"x12" R10-25 Faceplate	Each	2	747.00	1,494.00
146153-50 Cable, Bulk, 6C 18AWG, Outdoor/Burial Rated, ICEA E2 Color, 50 Foot Length	Each	1	90.00	90.00
373-05073 S1-1,30"x30" DG3 FYG,School Crossing (Symbol) Fed Spec Sign	Each	4	126.00	504.00
373-01757 W16-7PR,24"x12"x.080 DG3 FYG,Down Diagonal Right Arrow (Fed Spec) Sign	Each	2	41.40	82.80
373-01759 W16-7PL,24"x12"x.080 DG3 FYG,Down Diagonal Left Arrow (Fed Spec) Sign	Each	2	41.40	82.80

All prices are listed in US Dollar (USD)
For terms and conditions, please visit https://www.tapconet.com/terms-conditions

TAPCO

Safe travels:

Traffic and Parking Control Co., LLC
5100 West Brown Deer Rd
Brown Deer, WI 53223
United States of America
Phone No.:800-236-0112
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BILL TO
City of Sedalia
AJ Silvey
300 W 3rd Street
Sedalia, MO 65301
United States of America

SHIP TO
City of Sedalia
Brenda Ardrey
200 S Osage Ave
SEDALIA, MO 65301
United States of America

Ext. Document No.	SHIP VIA	TERMS	SALESPERSON	VALID UNTIL
LEGACY RRFB	BEST RATE Prepaid & Add	Net 30 DAYS	Zach Feerick	5/22/2026

Item/Description	U/M	Quantity	Unit Price	Total Price
151344 Pole, 12', 4"OD, Fluted, Surface Mount Base, 4 Bolt Pattern, Black Finish	Each	2	594.00	1,188.00
151353 Decorative Base, Fits 4"OD Pole, Mini Americana, Single Piece, Black Finish	Each	2	252.00	504.00
151362 Anchor Bolt, 5/8"x8", J-Bolt, For 4 Hole Surface Mount Poles, Includes Nuts, Washers, Template	Each	8	12.60	100.80
030-00006 Washer Flat 1-1/16"ID x2.5OD"x.125" Galvanized For 1" A/B, for use w/ J-bolts (not incl)	Each	8	2.70	21.60
107265B Sign Mounting Kit, Flared Leg, Standard, Black For Mounting B2B Static Signs to a Large Blk Pole	Each	4	56.70	226.80

Furnish only quote. Installation is not included.
Solar powered equipment requires no shading or obstructions
Estimated lead time: 6-8 Weeks

Plus Shipping and Handling

Subtotal:	**10002.60**
Invoice Discount:	0.00
Total Sales Tax:	0.00
Total:	**10,002.60**

All prices are listed in US Dollar (USD)
For terms and conditions, please visit https://www.tapconet.com/terms-conditions

Council Agenda

CCO Form: HS02
Approved: 01/05 (BDG)
Revised: 03/17 (AR)

Award name/number: **MCRS-KC00**
Award year: **FY2027**

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION STRATEGIC HIGHWAY SAFETY PLAN PROGRAM AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the

City of **Sedalia (Sedalia SAFE Coalition)**, a municipal corporation in the State of Missouri (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The Commission has authorized State Road Funds to be used to support regional Strategic Highway Safety Plan activities. The purpose of this Agreement is to grant the use of such State Road Funds to the **City**.

(2) ACTIVITY: The State Road Funds, which are the subject of this Agreement, will support the following activity to further Missouri's Strategic Highway Safety Plan Program: **Pedestrian Safety - Crosswalks**

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

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

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

(6) NONDISCRIMINATION CLAUSE: The **City** shall also comply with all state and federal statutes applicable to the **City** relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

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

(8) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The **City** shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(9) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the **City** with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the **City**.

(10) ACCESS TO RECORDS: The **City** and its Contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the **City** receives reimbursement of their final invoice from the Commission.

(11) REIMBURSEMENT: With regard to work under this Agreement, the **City** agrees that funds to implement Missouri's Strategic Highway Safety Plan activities shall only be available for reimbursement of eligible costs which have been incurred by the **City**. The **City** shall supply to the Commission copies of all bid information; purchase orders; invoices; and name, date, hours worked, and rate of pay (on Program Agreements that include salaries). Any costs incurred by the **City** prior to authorization and notification to proceed from the Commission are **not** reimbursable costs. The Commission shall not be responsible for any costs associated with the activity herein unless specifically identified in this Agreement or subsequent written amendments. The Commission shall not provide more than **six thousand** dollars (**$6,000.00**) for this Strategic Highway Safety Plan safety project.

(12) USE OF FUNDS: Any employee of the **City** whose salary or wages are paid in whole or in part with federal funds is prohibited from participating in certain partisan political activities, including, but not limited to, being a candidate for elective office pursuant to Title 5 United States Code (hereinafter, "U.S.C."), Sections 1501-1508. If an employee of the **City** participates in activities prohibited by the Hatch Act, the **City** shall no longer pay that employee's salary or wages with federal funds unless the requirements of 5 U.S.C. Sections 1501-1508 are not applicable to that employee pursuant to 5 U.S.C. Section 1502(c).

(13) INSPECTION OF IMPROVEMENTS AND RECORDS: The **City** shall assure that representatives of the Commission shall have the privilege of inspecting and reviewing the work being performed per this Agreement. The **City** shall also maintain all financial documents, reports, papers and other evidence pertaining to costs incurred in connection with this Program Agreement, and make such materials readily available for review at reasonable times and at no charge during this Agreement period and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission or any authorized representatives of the State of Missouri; copies shall be furnished, upon request, to authorized representatives of the Commission or State.

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

(15) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The **City** shall refund any overpayments as determined by the final audit.

(16) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the **City**.

(17) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the **City** this _____ day of ___________________, 20____.

Executed by the MoDOT Commission this _____ day of ______________, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

____
Title: District Engineer

Vendor: City of Sedalia

By_______________________________

Title_____________________________

By_______________________________

Title _____________________________

By _______________________________

Title_____________________________

ATTEST:

By _______________________________

Title_____________________________

Approved as to Form:

____

Title _____________________________

Ordinance No ______________________

Note: If a City or County has a commission form of government, three (3) signatures are required.

SEDALIA | SAFE Coalition

To : City Administrator Matthew Wirt

Chief of Police David Woolery

From : Corporal Aj Silvey

Date : July 28th, 2026

Ref : MCRS Grant Award

In Spring of 2026 The Sedalia SAFE Coalition applied for a grant through the Missouri Coalition for Roadway Safety, MCRS, for the amount of $10,006.02 for the purchase of a TAPCO interactive crosswalk system. This was in response to the identification of a need for a modern crosswalk system at Washington Elementary.

I have received word that the SAFE Coalition was awarded the amount of $6,000, falling $4,002.06 short of the projected expense.

I have reached out to the grant management team with MCRS and they advised a change in the project is possible but without an approval process.

I am submitting this memo to recommend the city move forward with a budget amendment of $4002.06 to complete the purchase of the TAPCO crosswalk system to be installed at Washington Elementary. I believe this location is not just ideal but extremely necessary to serve the amount of "walkers" to and from the school.

Deadline for project updates at the next MCRS Regional meeting is August 12th.

BILL NO. ____________________

ORDINANCE NO. ________________

AN ORDINANCE ACCEPTING A BID FOR THE PURCHASE OF A VEHICLE FOR THE SEDALIA POLICE DEPARTMENT.

WHEREAS, the City of Sedalia, Missouri has received a bid from W-K Chrysler Dodge Jeep Ram of Sedalia for the purchase of a Dodge Durango for the Sedalia Police Department; and

WHEREAS, under the proposal, the City of Sedalia, Missouri shall pay W-K Chrysler Dodge Jeep Ram of Sedalia the total sum of Forty-Four Thousand Six Hundred Eighty-two dollars ($44,682.00) as more fully described in the proposed bid attached to this ordinance and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri hereby approves and accepts the bid by and between the City of Sedalia, Missouri and W-K Chrysler Dodge Jeep Ram of Sedalia as it has been proposed.

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 17th day of August 2026.

____
Presiding Officer of the Council

Approved by the Mayor of said City this 17th day of August 2026.

____
Traves Williams, Mayor

ATTEST:

____
Jason S. Myers, MRCC
City Clerk

BID FORM
1- 2027 Black Dodge Durango AWD Hemi Vehicle
DUE DATE: August 11th, 2026, 2pm CST.

This bid covers a package consisting of police vehicle(s) for the Sedalia Police Department as specified:

TOTAL PROPOSED COST OF BID 44,682.00

COST FOR EACH VEHICLE AS A SINGLE UNIT 1. 44,682.00
2. —

COST FOR DELIVERY TO THE CITY OF SEDALIA $0

MAKE & MODEL OF PROPOSED VEHICLE(S) .... DODGE DURANGO PURSUIT

PROPOSED DELIVERY OF THE VEHICLE(S) .... ________

MANUFACTURER WARRANTY ON VEHICLE(S)
Engine, Transmission and Drive Train .... 5 year & 100,000 miles
Electrical Systems and Components .... 3 year or 36,000 miles
Other Parts of the Vehicle .... ________

IS EXTENDED WARRANTY AVAILABLE, IF YES, DESCRIBE BELOW THE WARRANTY AVAILABLE, COST AND LIMITATIONS:
N/A

DOES YOUR BID MEET ALL THE SPECIFICATIONS LISTED EXCEPT THOSE YOU HAVE NOTED IN THE ATTACHED BID CHECKLIST? X YES ___ NO

ARE THERE ADDITIONAL CHARGES NOT LISTED IN YOUR BID? (IF THE ANSWER IS YES, PLEASE SPECIFY BELOW).
NO

LIST ANY ATTACHED INFORMATION SUCH AS: PICTURES/BROCHURES OF THE PROPOSED SYSTEM, TYPES OF SPECIAL FEATURES NOT CONSIDERED, AND OTHER INFORMATION ON THIS PROPOSAL.
N/A

Bidding Company: W-K CDJR of SEDALIA
Bidding Agent: LARRY KLEIN
Address: 2901 S. LIMIT, SEDALIA MO 65301
Date: 7-30-2026 Phone: 660-826-2700
Agent's Signature: ________ Date: 7-30-2026

ON THE FRONT OF YOUR BID ENVELOPE MARK: Sedalia Police - Vehicle Bid

Mail To: Jason Myers, City Clerk
jmyers@sedalia.com
200 S. Osage Avenue
Sedalia, MO 65301-4334

Tabulation of Bids **1-2027 Black Dodge Durango AWD Hemi Vehicle** **August 11, 2026 2:00 p.m.** **City Clerk's Office**	
	W-K CDJR of Sedalia **2901 S Limit Ave** **Sedalia, MO 65301**
Total Proposed Cost	**$44,682.00**
Cost - Single Unit	$44,682.00
Cost - Delivery	$0.00
Make & Model	Dodge Durango Pursuit
Delivery	
Manufacturer Warranty	
Engine/Transmission/ Drive Train	5 Year or 100,000 miles
Electrical Systems/Components	3 Year or 36,000 miles
Other Parts	
Extended Warranty	N/A
Meet Specs	Yes
Additional Charges	No

Sedalia Police Department

DEPARTMENTAL MEMORANDUM

Office of the Chief of Police

To : City Administrator Matthew Wirt

From : Chief David Woolery

Date : August 12th, 2026

Ref : Bid Acceptance for Vehicle Purchase

The FY 2027 approved budget included funding for the acquisition of a police vehicle to be reimbursed through a Missouri highway safety grant.

Following the budget adoption, SPD solicited bids for the vehicle and received one bid proposal from W-K Chrysler Dodge Jeep of Sedalia. The proposed vehicle meets specifications and requirements listed in the bid request. The total cost of the vehicle is $44,682.

I respectfully recommend acceptance of the bid from W-K Chrysler Dodge Jeep for the purchase of the police vehicle. The vehicle will be fully marked and implemented in the police department's patrol fleet and dedicated to the enforcement of traffic laws, specifically hazardous moving violations.

BILL NO. ________________

ORDINANCE NO. ______________

AN ORDINANCE APPROVING A SPECIAL WARRANTY DEED FOR THE SALE OF PROPERTY COMMONLY KNOWN AS 103 EAST HENRY FROM THE CITY OF SEDALIA, MISSOURI TO MRS. VULINDHELA LARKINS-HARRELL.

WHEREAS, The City of Sedalia, Missouri has received a proposal from Mrs. Vulindhela Larkins-Harrell to purchase property commonly known as 103 East Henry for the sum and amount of Five Thousand Dollars ($5,000.00) as contained in the 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, hereby approves the giving of a special warranty deed by the City of Sedalia, Missouri to Mrs. Vulindhela Larkins-Harrell for the conveyance of property commonly known as 103 East Henry in substantially the same form and content as proposed.

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 17th day of August, 2026.

____
Presiding Officer of the Council

Approved by the Mayor of said City this 17th day of August, 2026.

____
Traves Williams, Mayor

ATTEST:

____
Jason S. Myers, MRCC
City Clerk

Council Agenda

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 **Mrs. Vulindhela Larkins-Harrell, an individual ("Grantee").** Grantee's mailing address is 602 South Washington Ave, Knob Noster, Missouri 65336

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 **103 East Henry** and more fully described as:

ALL OF LOT SIX (6), EXCEPT ANY HIGHWAY RIGHT OF WAY LOCATED ALONG THE WEST SIDE OF SAID LOT AND ALL OF LOT SEVEN (7) IN BLOCK TWENTY-TWO (22) OF THE ORIGINAL PLAT OF THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI

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 Grantee's heirs and assigns, forever, against the lawful claims of all persons claiming through the Grantor.

Witness the hand of the Grantor this _____ day of ___________, 2026

Grantor: City of Sedalia, Missouri

By: ______________________________
Matthew Wirt, City Administrator

ATTEST:

____
Jason S. Myers, MRCC
City Clerk

(SEAL)

STATE OF MISSOURI)
) ss.
COUNTY OF PETTIS)

On this ________ day of ___________, 2026, before me appeared Matthew Wirt, to me personally known, who being by me duly sworn, did say that he is the City Administrator of the City of Sedalia, a Missouri municipal corporation, and that seal affixed to the foregoing instrument is the seal of said City and that instrument was signed and sealed in behalf of said municipal corporation by the authority of the City Council of the City of Sedalia, and acknowledged said instrument to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in said county the day and year first above written.

____

____
(SEAL) Notary Public
My commission expires: ______________