



City Council Meeting Agenda Tuesday, September 8, 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. MAYORAL PROCLAMATION** – Workforce Development Month
- E. PRESENTATION** – Embassy
- F. PRESENTATION** – Rate Adjustments
- G. SERVICE AWARDS**
 - 1. Charles Amos, Jr – Park – Maintenance Tech II – 30 Years of Service
 - 2. Andrew Silvey – Police – Corporal – 20 Years of Service
- H. RETIREMENT AWARDS**
 - 1. Tammy Lewis – Street – Chief Office Administrator – 42 years of service
- I. SPECIAL AWARDS**
 - 1. Special Recognition by Mayor Williams of Sedalia Firefighters relating to residential fire at 1500 South Madison on August 21, 2026.
- 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 17, 2026
 - B.** Special Council Meeting – August 19, 2026
 - C.** Special Council Meeting – August 26, 2026
- III. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES** – None

- IV. Closed Door Meeting** – Motion and Second to move into closed door meeting in the upstairs conference Room pursuant to Subsections 1 (Legal Advice), 3 (Personnel) 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

V. ROLL CALL OF STANDING COMMITTEES

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

- 1.** Council Resolution – Mayor Censure

Council Discussion led by Chairwoman Boggess

R 2177 Call for Resolution of the City Council of Sedalia censuring Mayor Traves Williams
– Chairwoman Boggess

- 2. Continued Discussion** – Public Participation Ordinance

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

- 1.** Budget Amendment – Cemetery Roof Repairs

Council Discussion led by Chairwoman Franklin

R 2178 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. 2026-105 Call for Ordinance Amending the Budget for the Fiscal Year 2026-2027 Regarding Cemetery Office Roof Replacement – Mayor Williams

- 2.** Supplemental Agreement No. 2 – Katy Depot – Liberty Park Connect Sedalia Project – Wilson & Company, Inc. – \$14,507.31

Council Discussion led by Chairwoman Franklin

BILL NO. 2026-106 Call for Ordinance Authorizing supplemental agreement Number 2 for the Katy Depot – Liberty Park Connect Sedalia project – Mayor Williams

- 3.** Agreement – Fixed Base Operator Facility Renovations – Collins Webb Architecture – \$60,700.00

Council Discussion led by Chairwoman Franklin

BILL NO. 2026-107 Call for Ordinance Authorizing an Agreement for Fixed Base Operator Facility Renovations at the Sedalia Regional Airport – Mayor Williams

- C. PUBLIC SAFETY** – Chairman Jack Robinson; Vice Chairman Spencer Redford – No Report

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

- 1.** Agreement – Roof Repair – MACO Management Company, Inc. & Sedalia Housing Associates, LP

Council Discussion led by Chairwoman Ames

BILL NO. 2026-108 Call for Ordinance Authorizing a Redevelopment Agreement for Roof Repair Project for Lincoln Hubbard Building – Mayor Williams

2. Sale of Property – 1215 South Ohio

Council Discussion led by Chairwoman Ames

BILL NO. 2026-109 Call for Ordinance Approving a Quit Claim Deed for the sale of property commonly known as 1215 South Ohio Avenue from the City of Sedalia, Missouri to H&B Turn-Key Solutions – Mayor Williams

VI. OTHER BUSINESS

A. APPOINTMENTS – None

B. LIQUOR LICENSES

New

*Gabrielle White dba Sedalia Area Chamber, 600 East 3rd, Piccadilly, 324 West 2nd, September 24, 2026, 5:30 p.m. – 9:00 p.m. – Picnic License – \$37.50

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

VIII. 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

IX. BUSINESS RELATED TO CLOSED DOOR MEETING

A. Motion and Second to return to regular meeting

B. Roll Call

C. Approval of Closed-Door Meeting Items

X. ADJOURN MEETING

A. Motion and second to adjourn meeting

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

[Click on any agenda item to view the related documentation](#)

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 SEPTEMBER 4, 2026, AT 3:30 P.M. AT THE SEDALIA MUNICIPAL BUILDING, BOONSLICK REGIONAL LIBRARY, SEDALIA PUBLIC LIBRARY AND ON THE CITY'S WEBSITE AT WWW.SEDALIA.COM



OFFICE OF THE CITY ADMINISTRATOR

To: Honorable Mayor Traves Williams, Mayor Pro Tem Tina Boggess & City Council Members
From: Matthew Wirt, City Administrator
Re: Agenda items for City Council meeting on Monday, September 8th 6:30 p.m.

Presentation:

1. The Embassy has withdrawn their application for the property at 908 W. 7th St. However, they have requested to provide a presentation of what they do at the Embassy since there was some recent questions and/or confusion.
2. The presentations will include a review of the City's utility rates and consideration of a limited number of smaller service-fee adjustments and the discussion of water/sewer rates. **These presentations are part of the City's regular yearly review process and are intended to ensure the City Council is fully informed about the rates and fees charged for City services, when they were last reviewed, and whether they continue to meet the needs of each service. These presentations do not mean there will be increases to any or all rates. Again, the reason for the presentations is to keep council informed and to make conscious decisions about the future of our infrastructure and the level of service we will provide.**

Department heads will present their current rates and fees, provide relevant history, and explain the costs associated with providing each service. If adjustments are recommended, the department will explain the reason for the proposed change. These recommendations may be based on changes in the cost of equipment, fuel, landfill disposal, contractual services, regulatory requirements, or other operating expenses.

The presentations will give Council members an opportunity to ask questions and/or request additional information. No final action is expected during the presentations.

If any changes are recommended following the discussion, they will be brought back to the Council at a future meeting for formal consideration. Any proposed water or sewer rate changes would require additional public notice and would be scheduled separately in accordance with those requirements.

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

1. Please see the council agenda and packet.
2. The Council will continue to discuss the potential of amending the City's public participation ordinance, which governs the conduct during meetings.

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

1. During the night of August 18–19, 2026, wind damaged the roof of the Crown Hill Cemetery office by removing shingles and allowing water to enter the building. The leak affected the storage, furnace, and IT connection area, with water entering through a light fixture and causing staining in another area of the ceiling.

Building Maintenance temporarily patched the roof; however, staff determined that the roof needs to be replaced to prevent additional damage to the building and its contents. Three roofing companies were contacted for estimates, with Blue Ox Roofing submitting the lowest quote of \$7,045.01.

Because the City carries commercial property insurance, its deductible is higher than the cost of the proposed roof replacement. The repair will therefore be paid directly by the City rather than submitted as an insurance claim. Since this expense was not included in the Fiscal Year 2027 budget, staff recommends approval of a General Fund budget amendment in the amount of \$7,045.01 to complete the work.

2. During construction of the Katy Depot–Liberty Park Connect sidewalk project, the contractor discovered previously unidentified coal chutes and voids beneath the existing sidewalks adjoining the properties at 300 and 301 South Ohio Avenue. Because these conditions were not visible or identified during the original project design, additional evaluation is necessary before the new sidewalk can be safely constructed.

To ensure the sidewalk is properly supported and to avoid damaging the adjoining buildings, staff recommends approval of Supplemental Agreement No. 2 with Wilson & Company, Inc., in an amount not to exceed \$14,507.31. The agreement provides for an on-site engineering investigation and the preparation of structural details for properly filling and supporting the voids. This increases the total engineering agreement to \$226,155.91.

This supplemental agreement is for the engineering evaluation and design only. Once the design is complete, City staff, the engineer, and the project contractor will determine the cost of completing the work in accordance with the engineered solution. Taking this approach allows the City to fully understand the condition and establish an appropriate repair method before committing public funds to the additional construction.

3. The City Council previously approved a budget amendment allocating proceeds from the sale of an airport hangar for improvements to the terminal and Fixed Base Operator facility at the Sedalia Regional Airport. Staff subsequently completed a competitive qualifications-based selection process to identify an architectural firm to evaluate the facility and prepare the necessary renovation plans.

Following that process, staff recommends entering into an agreement with Collins Webb Architecture, LLC, for an amount not to exceed \$60,700. The proposed services include documenting the existing building, developing the interior layout and design, preparing civil, architectural, mechanical, electrical, and plumbing plans, and assisting with bidding and construction administration. The planned improvements include updated restrooms,

a coffee and break area, pilot and visitor lounge space, office and storage improvements, new windows and lighting, HVAC upgrades, exterior accessibility improvements, and an outdoor patio. This agreement is for the professional design work necessary to establish a complete and well-defined renovation project. The design process will allow the City to evaluate the proposed improvements, confirm the project scope, and obtain construction pricing before proceeding with the renovation. Funding for the architectural services will come from the funds previously allocated for improvements to the airport facility.

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

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

1. The Sedalia Redevelopment Corporation and the City Council previously reviewed and approved the proposed roof repair project for the Lincoln-Hubbard Building at 711 North Osage Avenue. The project will address a blighting condition while helping preserve 39 affordable housing units for senior residents.

The agreement now before Council does not reconsider the project itself. It establishes how the project will be completed, documented, inspected, and reimbursed. MACO Management Company, Inc., and Sedalia Housing Associates, LP, will be responsible for completing the approved improvements, obtaining all required permits, and paying the project expenses before requesting reimbursement from the City.

Reimbursement will be limited to the actual eligible costs incurred and paid by the property owner, in an amount not to exceed \$65,000. Before reimbursement is issued, the owner must provide paid invoices, receipts, proof of payment, lien waivers, inspection reports, and any other documentation requested by the City. The agreement also requires the work to begin within 60 days and be completed within 180 days after construction begins.

This agreement provides the controls necessary to ensure that City funds are reimbursed only after the approved work has been properly completed, inspected, and fully documented.

2. H&B Turn-Key Solutions has offered to purchase the City-owned vacant lot at 1215 South Ohio Avenue for \$4,000 to construct a single-family residence. The property will be sold as-is by quit claim deed, with the buyer responsible for closing costs. Construction must begin within six months after closing, and the property must remain in compliance with City codes. If the buyer fails to meet these requirements, the City will retain the option to repurchase the property for the original purchase price.

PROCLAMATION

WHEREAS, the economic development of every region in our country and the ability of our businesses and industries to compete in the global economy are more than ever before dependent on the availability and quality of a skilled workforce and robust talent pipeline; and

WHEREAS, the complexity and fast-paced change in our economy and labor markets puts new demands on the individuals and employers at all levels; and

WHEREAS, employers depend on similar levels of professional services to help them recruit and retain a competitive workforce and continually upgrade the skills sets of their incumbent employees.

Now, Therefore, Be It Resolved, that I, Traves Williams, Mayor of the City of Sedalia, join with the National Association of Workforce Development Professionals in designating the month of September as Workforce Development Month to honor all those individuals in all the Workforce Development organizations and partnerships who play such a vital role in our economy.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY
HAND THIS DAY AND HAVE CAUSED THE SEAL OF
THE CITY OF SEDALIA TO BE AFFIXED HERETO:

Traves Williams, Mayor

Date



CITY OF SEDALIA, MISSOURI
CITY COUNCIL MEETING
AUGUST 17, 2026

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

The Council of the City of Sedalia, Missouri, met on August 17, 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 – Stormwater Management Plan

Stormwater Coordinator Ryan Reece gave a presentation on the Stormwater Management Plan and 2026 permit renewal. The Municipal Separate Storm Sewer System permit is issued every five years and the current permit expires on September 30, 2026. MS4 permits are required when a city reaches a population of 10,000 and a population density of 1,000 per square mile. Sedalia is over those limits according to the 2020 Census with 14.22 square miles, total population of 21,725 and 1,528 per square mile. Review occurs at least once per permit cycle.

Minimum Control Measures:

Public Education and Outreach: Target audiences – contractors/developers, lawn care businesses, residents and municipal employees. The City will also be speaking to schools and presenting information on the impacts of stormwater and how to avoid pollution.

Public Involvement and Participation: Includes stream cleanup events hosted by the City twice per year.

Illicit Discharge Detection and Elimination: The City was doing checks of outfalls every month but will now be doing them once every three months. The outfalls are monitored to make sure there is not anything suspicious as far as illicit discharges. The City tries to do these checks during dry weather to easily detect abnormalities. There are 19 outfalls throughout the City.

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.

Post Construction Stormwater Management: Projects of a certain size are required to have permanent stormwater fixtures in place such as retention basins or artificial wetlands. Once per year the City will check the fixtures to make sure they are doing what they are supposed to do and that they are not in disrepair.

Pollution Prevention/Good Housekeeping for Municipal Operations: City facilities are inspected to make sure the City is held to the same standard that everyone else is. Checks are performed to ensure

chemicals are stored where they are not exposed to stormwater and that activities and practices are conducted where they will not adversely impact stormwater.

SERVICE/RETIREMENT/SPECIAL AWARDS: None

GOOD & WELFARE:

Doug Kneibert, 517 S. Beacon, urged Council to remove from City Ordinance 12255 any mention of a free speech zone. Free speech zones are nothing new and wherever they have been set up, they have been struck down by the courts as unconstitutional.

Debbie Covington, PO Box 965, stated that amending a bad ordinance is not the same as repealing it. Citizens should not have to jump through unnecessary hoops to address the people they elected. Public participation is not a privilege, it is an essential part of transparency and accountability in local government.

Ms. Covington stated she does not want to see the ordinance slightly softened while unnecessary restrictions remain in place; for Sedalia to have a public participation policy that welcomes citizens, protects their ability to speak, and recognizes that sometimes public comment is going to be uncomfortable. Government transparency is not measured by how willing officials are to hear compliments, it is measured by how willing they are to hear criticism. Repeal the ordinance, remove unnecessary barriers, protect reasonable order and decorum, give the people their voice back.

Kevin Lujin, 408 W. 22nd, stated Independence which is another client of Lauber Municipal law is battling a sizable data center with billions of dollars of giveaway. At their meeting, Independence did not collapse when people brought signs in. Right now you are not able to bring signs in here and things like eating are prohibited by the ordinance. As a whole the ordinance is disorganized and does not make sense. An entire repeal makes the most sense. If there are elements of it Council thinks need to be kept, it should be brought back, discussed in public and voted on.

Leanna Lawson, 1803 S. Washington, voiced concern about the August 12th Missourian article about Lauber Municipal Law. Lauber represents 174 Missouri cities and 9 in Kansas. Sedalia has paid this firm \$2 Million dollars since April 2021. Costs are partly blamed on an influx of Sunshine Requests. Lauber has only recently started separating Sunshine Law work into its own billing account. July's invoice is \$4,000.00 for 18 hours of work. If Sunshine Requests are a significant reason for the enormous legal bills, Ms. Lawson stated she would like to see the numbers and would like to know why Sedalia has created a system where citizens requesting public records routinely requires a \$205/hour outside attorney.

Citizens are requesting invoices, tracking taxpayer money and asking questions. Citizens are told Sunshine Requests are driving legal expenses while the firm they are paying teaches about the weaponization of record laws. Ms. Lawson stated she is asking Council to start an RFQ process for new legal representation.

Janet Mizanskey, 723 E. 5th, stated the Embassy is wanting to purchase a house at 906 W. 7th Street. That property was already illegally used as a halfway house, homeless shelter and for re-entry purposes. With the Embassy house on 7th Street and the one on 6th & Moniteau they have enough facilities. July 15, 2024, the City Council approved \$50,000 initial funding, utilizing the City's Opioid settlement funds to give to the Embassy. In March of 2025 Council approved an additional \$100,000 for structural and foundation repairs to the homes they already own. The City Council and Administration of Sedalia has for many years been against a homeless shelter being in town.

Ms. Mizanskey does believe the Embassy house turns mens' lives around and that it is a good program but that it is not the City's place to take taxpayer's money to help them upkeep their house. They can support themselves through grants and each person has to pay to live there. Sedalia needs a homeless shelter very badly, but Council is against it but okay with transitional houses in a residential neighborhood. Ms. Mizanskey stated she is against the Embassy buying another house in another residential neighborhood.

Patricia Meadows, 503 S. Park, stated she recently moved here from Colorado and purchased a property on South Park. Ms. Meadows stated she has some concerns about the Embassy being in that home. It would be an inappropriate area because of the number of children and people that live in that neighborhood.

Dillon Springer, 809 W. 7th, stated he is against the Embassy's transitional housing being in his neighborhood because he has young kids and they have been terrorized for almost a year by a different transitional house. Mr. Springer stated that his kids did not feel safe going outside and it is not worth the risk to have another transitional house come in.

Chuck Leftwich, 908 W. Broadway, stated that the The Olive Branch Church was donated to the Embassy, so they have a facility that is capable of housing up to 50 people. If they already own the building, why are they not focusing on renovating and making the necessary changes at that church? The City of Sedalia gave the Embassy approximately \$200,000.00 from the Opioid Settlement money. Mr. Leftwich stated he would like to know how that \$200,000.00 was distributed, if there is any unused money that can be used on the church to get it ready and if they are earmarking that money to use towards the possible purchase of 906 W. 7th. Mr. Leftwich stated he has a petition available for anyone who would like to sign it.

MINUTES: The Council Meeting minutes of August 3, 2026 were approved on motion by Boggess, seconded by Ames. All in Favor.

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES:

The Planning and Zoning Commission minutes dated July 1, 2026 were accepted on motion by Boggess, seconded by Covington. All in favor.

ROLL CALL OF STANDING COMMITTEES:

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

<u>Presentation – Insurance Renewal Workcomp/Liability/Property & Casualty</u>

Kyle Zeigler and Damien Laffoon, with IMA, gave a presentation on the Property & Casualty Insurance Renewal. In 2025, the program was with MOPERM and policy dates were all over the board. In working with City staff, the goal was to align the policy dates, create premium savings and find a new partner for the ongoing future. After marketing in 2025, Travelers was the carrier selected. IMA found a savings of around \$140,000.00. This year Travelers agreed to and kept their rates under a 1% increase. The change is due to increased valuations on buildings which is the nature of replacement costs.

Mr. Laffoon gave a review on where the program was in 2024, what was put in place in 2025 and renewal premiums for 2026-2027. The total premium charged in 2024-2025 to the City was \$1,738,030.00. Last year with Travelers coming in as a new partner, IMA was able to reduce premiums down to \$1,554,122.00 which is a significant savings year over year. For the 2026-2027 renewal, the

total premium effective September 1, 2026 is \$1,610,462.00 which is still a significant decrease over the total premium charge by MOPERM two years ago.

PREMIUM OVERVIEW

Current Premium by Line of Coverage	MOPERM	Travelers	Travelers
	2024-2025	2025-26	2026-27
Auto Liability	\$73,039	\$91,409	\$102,454
Auto Physical Damage Liability	\$163,449	\$62,304	\$70,542
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	\$48,532
\$500K Crime Extension	\$2,987	\$4,912	\$4,912
Umbrella - \$1M		\$29,699	\$29,473
	\$1,738,030	\$1,554,122	\$1,610,462

Presentation – Revenue Collection Trends

Finance Director Jessica Pyle reported on Revenue Collection Trends for Fiscal year to date with revenue that has come in from April 1st to August 7th. Sales, Use and Marijuana Tax Fiscal Year to date increased from the prior year by over \$400,000.00 which is a 5.4% increase. The City budgeted a 3% increase and is over budget by \$194,000.00. Franchise Tax Fiscal Year to Date is \$100,000.00 higher compared to the same period prior year primarily due to the Electric Tax. Transportation Tax is higher Fiscal Year to Date primarily due to the Gasoline Tax which is up 8.5% while Vehicle Sales and Vehicle Fees remained flat. The Property Taxes collected Fiscal Year to Date is \$8,500.00 greater than last year with 92% of those payments coming in December and January.

Discussion – Amending Public Participation Ordinance

Councilman Covington stated that he would like to repeal the entire Public Participation Ordinance. The people have a right to say what they want as long as it is not hurting anyone or attacking someone's family. Members of Council are at the forefront and should expect to be attacked. Everybody's opinion matters and counts whether Council likes it or not and they do not have to agree with it.

Mayor Williams stated he completely agrees because he ran on transparency. Mayor Williams stated if someone has something to say to him, he is perfectly fine with it and that is why he kept his personal phone number public. The employees should be protected. Mayor Williams stated he has no problem with repealing the ordinance.

Councilman Scribner stated he did not see what the infringement on free speech is. Citizens are allowed to come up and speak on whatever topic they want for three minutes. The way it is protects the employees and that is why it is there and why it has been rewritten twice since the last election. Good and Welfare is not something that Council has to do. Councilman Scribner stated he would like to know exactly what citizens would like to speak on that Council is not allowing.

Councilwoman Boggess stated she would like if individuals would write down what part of the ordinance they do not like or should be removed. If citizens would put it in writing and give it to Council,

then Council could come back and see. Each Councilmember has a City email that the information could be sent to as well.

Councilman Cross stated he thought that the Council Chambers had free speech. A person from the audience once mentioned going from three minutes to four minutes. Councilman Cross stated he would like to have it explained to him how the Council Chambers does not have free speech.

Councilwoman Ames stated Council is not keeping anyone from coming up and speaking, but they are keeping them from having posters. It would be fine if they were in the back. Councilwoman Boggess stated citizens can bring signs in but Council is just asking if they do that they are in the back row and not obstructing someone else's view so that everyone can clearly see what is going on.

Mayor Williams Tabled the discussion to the September 8th Council Meeting.

- The City submitted Proposition A to the 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 approved the proposition by approximately 70%.

BILL NO. 2026-96, ORDINANCE NO. 12484 – AN ORDINANCE AMENDING CHAPTER 12, ARTICLE II, DIVISION 8 OF THE CITY CODE OF SEDALIA, REGARDING THE ELECTRIC LIGHT AND POWER TAX was read once by title.

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

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

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

PUBLIC WORKS – Chairwoman Michelle Franklin; Vice Chairman David Covington

- Staff, in coordination with HDR, the City's contracted engineering firm, issued a request for qualifications for a construction manager at risk 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. Based on overall evaluation, Garney Companies, Inc. received the highest score.

Presentation – Update on CMAR Selection

Patrick Young, with HDR, gave a presentation on the CMAR selection stating the City received proposals from four contractors: Bowen, Crossland, Garney and River City Construction. The proposals were reviewed and scored by City staff and interviews were conducted on August 11th. Each of those were then scored after the interview process. The proposals highlighted the pre-construction phase, construction phase approach, schedule, scope of work enhancements, contract terms and cost components. The selection was made on best value so it was a combination of their approach and their cost proposal. Garney received 89/100 points and Crossland Heavy received 85/100.

HDR is requesting Council to approve the contract which will take the City through the pre-construction phase. The contract will establish the base of the cost model. HDR as the engineer will provide them details, milestones and sets of prints. The contractor will provide an up-front cost model back to the City and will review those plans and specifications and give comments on constructability and project price reduction possibilities. The contractors also generate market interest in the project, they would go out and find bidders to bid on the project for the City. They would assimilate all that, put it out to bid and bring those prices back to Council. All the

agreement covers phase I and phase II. At this point Council would be authorizing phase I and once pricing comes in for phase II, Council will have the opportunity to authorize it at a later date.

BILL NO. 2026-97, ORDINANCE NO. 12485 – AN ORDINANCE AUTHORIZING AN AGREEMENT FOR CONSTRUCTION MANAGER AT RISK FOR THE CENTRAL WASTEWATER PLANT PROJECT was read once by title.

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

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

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

- The ordinance authorizes the issuance of a Sewerage System Revenue Bond (State of Missouri – Direct Loan Program – Design Phase), Series 2026, in a maximum principal amount of \$5,512,000. 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 and the Clean Water Commission. 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 does not represent the final financing for construction of the wastewater treatment plant improvements. 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. 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.

BILL NO. 2026-98, ORDINANCE NO. 12486 – AN 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 \$5,512,000.00; PRESCRIBING THE FORM AND DETAILS OF THE BOND; AND AUTHORIZING CERTAIN OTHER ACTIONS AND DOCUMENTS IN CONNECTION THEREWITH 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 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.

BILL NO. 2026-99, ORDINANCE NO. 12487 – AN ORDINANCE AUTHORIZING A STORM SEWER LINE LICENSE AGREEMENT FOR STORM DRAINAGE IMPROVEMENTS PROJECT AREA 2 was read once by title.

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

Final Passage – Motion by Boggess, 2nd by Scribner. 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

- The resolution and budget amendment recognizes 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.

RESOLUTION NO. 2176 – 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 Cross, seconded by Covington. All in Favor.

BILL NO. 2026-100, ORDINANCE NO.12488 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2026-2027 REGARDING TAPCO CROSSWALK SYSTEM AT WASHINGTON ELEMENTARY was read once by title.

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

Final Passage – Motion by Cross, 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 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 from W-K Chrysler Dodge Jeep Ram of Sedalia in the amount of \$44,682.00.

BILL NO. 2026-101, ORDINANCE NO. 12489 – AN ORDINANCE ACCEPTING A BID FOR THE PURCHASE OF A VEHICLE FOR THE SEDALIA POLICE DEPARTMENT was read once by title.

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

Final Passage – Motion by Cross, 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

- The ordinance authorizes a Special Warranty Deed for the sale of a City-owned vacant lot at 103 East Henry to Mrs. Vulindhela Larkins-Harrell. 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. Councilwoman Ames stated that Ms. Larkins-Harrell has asked Council to table it at this time because she has run into some conditions on the lot. Motion by Boggess, Seconded by Covington to table the ordinance to the September 8, 2026 Council Meeting. All in Favor.

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.

APPOINTMENTS: None

BIDS:

- 1-2027 Black Dodge Durango AWD Hemi Vehicle – August 11, 2026

LIQUOR LICENSES:

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

New (Special Event):

*Paige Shearer dba The Local Tap, 700 South Ohio, Yeager’s Bike Night, 3001 South Limit, August 29, 2026, 11:00 a.m. to 4:00 p.m.

Renewal:

*Luis Pereiro dba Taqueria El Consteno LLC, 504 West 16th, Beer Only & Sunday Sales

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:

Councilman Covington recognized the Sedalia Steamers for winning the inaugural 2026 Diamond Baseball League Championship. Craig "Boomer" McAndrews received Manager of the year. This could not have been done with out the players, Brett Grouping and Kayla McAndrews who both received General Manager of the Year. Councilman Covington stated on behalf of the City of Sedalia, Congratulations and thank you for representing the City of Sedalia and presented the team with a Baseball Champion Certificate.

The meeting adjourned at 7:45p.m. on motion by Boggess, seconded by Scribner to a closed-door meeting in the upstairs conference room pursuant to subsections 1 (Legal Advice), 2 (Real Estate), 3 (Personnel), 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".

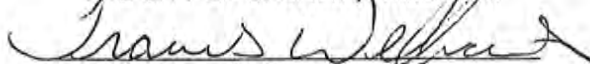
The regular meeting reopened at 8:42 p.m. on motion by Boggess, seconded by Ames.

ROLL CALL:

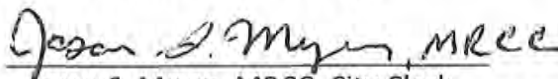
Jack Robinson	Present	David Covington	Present
Cheryl Ames	Present	Bob Cross	Present
Lee Scribner	Present	Spencer Redford	Present
Tina Boggess	Present	Michelle Franklin	Present

Regular meeting adjourned at 8:43 p.m. on motion by Boggess, seconded by Scribner. All in Favor.

THE CITY OF SEDALIA, MISSOURI



Traves Williams, Mayor



Jason S. Myers, MRCC, City Clerk



**CITY OF SEDALIA, MISSOURI
SPECIAL COUNCIL MEETING
AUGUST 19, 2026**

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

The Council of the City of Sedalia, Missouri duly met in special session on Wednesday, August 19, 2026 at 3:30 p.m. at the Municipal Building in the Council Chambers with Mayor Traves Williams presiding. Mayor Williams called the meeting to order.

ROLL CALL:

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

Public Hearing – Proposed Tax Rates for 2026

Mayor Williams called the Public Hearing to order at 3:31 p.m. regarding Proposed Tax Rates for 2026.

	2025 ASSESSED VALUATION	2026 ASSESSED VALUATION	ESTIMATED AMOUNT OF PROPERTY TAX REVENUES ASSESSED FOR 2026	PROPOSED TAX RATE 2026 (PER \$100)
For Public Library Purposes:				
Real Estate	189,901,186	190,517,408		
Personal	61,078,585	68,597,423		
Public Library	250,979,771	259,114,831	\$ 630,167	0.2432
Library Temporary			\$ 180,344	0.0696
Total Public Library			\$ 810,511	0.3128
For Special Business District - Real Estate				
	5,019,600	4,994,190		
For Special Business District - Personal				
	59,030	62,012		
Total	5,078,630	5,056,202	\$ 42,978	0.8500
For All Other Purposes:				
Real Estate	247,698,738	241,745,071		
Personal	84,540,883	94,262,782		
TOTAL	332,239,621	336,007,853		
General			\$ 1,678,695	0.4996
Public Parks			\$ 583,982	0.1738
Fire Pension			\$ 169,684	0.0505
Police Pension			\$ 328,280	0.0977
TOTAL FOR ALL PURPOSES			\$ 3,614,130	
Tax Levy for All Purposes				1.9844
Tax Levy for Outside Special Business District But Within Public Library				1.1344
Tax Levy for Outside Special Business District and Public Library				0.8216

Kevin Lujin, 408 West 22nd, voiced concerns about the proposal to increase property tax rates and ways to address a budget shortfall instead of raising property tax rates. What is needed is clarity around these over \$6 million or just under \$6 million and the \$1 million drop in the real estate assessed valuation. It would be helpful to understand how the valuation could drop that much, especially when last year, it rose by \$22 million.

Mr. Lujin would also like to see if the City could look at using procedural budget mechanisms, either cutting non-essential critical day-to-day expenses, leaving those critical ones alone, but seeing if there could be some way budget cuts could be made before a decision is made. That would make up the potential shortfall that exists.

Chuck Leftwich, 908 West Broadway, voiced concern about a tax increase. Homeowners are already stretched, especially senior citizens. High cost of living, struggling to pay for medications, groceries, and \$4.00 a gallon gas. He also feels like there are a lot of large City expenditures that are not necessary.

Janet Mizanskey, 723 East 5th, agrees with a lot of what has been said. She works in home health with Seniors whose budget is already stretched paying for personal properties and other necessary expenses. They will be the ones who suffer from this increase in property tax.

Debbie Covington, PO Box 965, stated the City moves these taxes up, every year, and then before you know it, everybody's basically taxed out. Ms. Covington believes that a lot of our property taxes go to the school, and she believes at their meeting Monday night, District 200 decided not to raise the tax because they feel everyone is taxed out. There are single families and elderly on fixed incomes that are going to be affected by the raise of property taxes. Over time it adds up.

With no further public comment, the Public Hearing closed at 3:42 p.m.

City Administrator Matthew Wirt provided information on the process and steps involved. The assessment is done by the County. The City Does not do the assessment of property values. That determines the assessed valuation, for increase/decrease but is not determined by anyone other than the assessor. The calculation is required by the levy calculations.

City Administrator Wirt stated the valuation went down 2.7391%. The assessor goes to every single property and looks at it each year to check and establish the valuation of that property. This is something that the county puts in place and we have to approve and acknowledge it. The revenue would still be \$1.6 Million and if there is any new property, then that new property will have taxes collected on it.

The ordinance establishes the applicable tax rates for the City, Public Library, parks, pension funds and special business districts. Due to the timing of receiving the information, completing and verifying the required calculation and providing the required public notice, the item could not be considered during a regular Scheduled Council meeting. The levy must be approved by September 1 in order for the rates to be placed on the tax books, per the county, the property tax rates are not simply selected by the city each year, they are calculated in accordance with Missouri Law.

FINANCE/ADMINISTRATION:

- Property tax rates are calculated in accordance with Missouri law based upon assessed valuation and other factors established by state law, including changes in valuation, new construction and improvements, and allowable growth. This process establishes the City's tax-rate ceiling and is intended to limit increases in property tax revenue resulting solely from increases in existing property values. For

2026, the ordinance establishes a City levy of \$0.4996 per \$100 of assessed valuation, along with the applicable Library, Parks, Pension and Special Business District levies. Depending upon the location of the property and taxing districts in which it is located, the combined levy will range from \$0.8216 to \$1.9844 per \$100 of assessed valuation.

BILL NO. 2026-103, ORDINANCE NO. 12490 – AN ORDINANCE LEVYING AND PROVIDING FOR THE COLLECTION OF TAXES FOR THE YEAR 2026 IN THE CITY OF SEDALIA, MISSOURI was read once by title. 2nd Reading – Motion by Boggess, 2nd by Scribner. All Present in Favor. Robinson was Absent
Final Passage – Motion by Boggess, 2nd by Scribner. All Present in Favor. Robinson was Absent
Roll Call Vote: Voting “Yes” were Ames, Scribner, Boggess, Cross and Franklin. Voting “No” were Covington and Redford. Robinson was Absent.

Following Roll Call vote, Councilman Redford stated he believes there is enough growth in Sedalia that the increase is not needed due to the arrival of Chick-fil-A and other companies/businesses. I think that's crazy that you guys are willing to vote for it. Councilman Covington agreed.

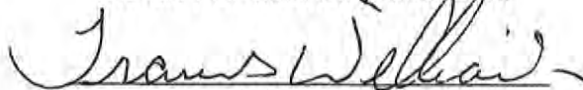
City Administrator Wirt explained that the city can't change the collection of property tax. The City receives a calculation on that each year. If the Bill does not pass, it is reducing the amount of property tax received. Determination was made to get with the state to find out whether the City can legally remain at current tax rate, rather than increasing.

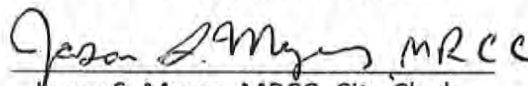
Motion by Boggess, seconded by Covington to table and contact the State to inquire if the City can legally remain at current rate and reconvene in a Special Session on Wednesday, August 26, at 3:30 p.m.

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

The meeting adjourned at 4:10 p.m. on Motion by Boggess, seconded by Scribner. All present in favor. Robinson was Absent.

THE CITY OF SEDALIA, MISSOURI


Traves Williams, Mayor


Jason S. Myers, MRCC, City Clerk



**CITY OF SEDALIA, MISSOURI
SPECIAL COUNCIL MEETING
AUGUST 26, 2026**

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

The Council of the City of Sedalia, Missouri duly met in special session on Wednesday, August 26, 2026 at 3:30 p.m. at the Municipal Building in the Council Chambers with Mayor Traves Williams presiding. Mayor Williams called the meeting to order.

ROLL CALL:

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

PRESENTATION – FIREFIGHTERS IFF LOCAL 103:

Josh Nelson, President, Firefighters IFF Local 103 presented information regarding a dedicated funding source for the Sedalia Fire Department. Missouri law allows for a dedicated sales tax and a larger tax that be restricted for Firefighters through Ballot language. Discussion has been held about how this works alongside existing property tax. Other communities have dedicated funding in place for Public Safety and Local 103 believes Sedalia should take it under consideration. It would benefit all in the community and offer the City greater flexibility to address other needs, offers security at the same time and give the Fire Department an opportunity to find a solution that benefits our firefighters, our city and the citizens we serve. Our goal is to bring awareness to the issue and keep the conversation moving to ensure the concerns of local 103's membership is heard.

FINANCE/ADMINISTRATION:

- City Attorney, Lindsey Kolisch that statutory requirements for property taxes are very complex, but part of it is that you are allowed to take a voluntary reduction to lower property taxes over the highest tax rate ceiling. But when you do that in an even year, which is this year, you would bind next year's tax levy to this lowered amount. You are essentially making the decision for this year and for next year to voluntarily reduce it.

City Council inquired how keeping the same rate impacts the budget? City Administrator Matthew Wirt stated it will have a reduction in the base valuation, we have a reduction in what property values are assigned. That reduction based on keeping the levy the same will reduce overall by an estimation of about \$75,000. New construction will begin being taxed and that can make up some of the difference. However, it is difficult when trying to predict taxes and what the valuation will be. This current budget has a 3% growth in our general revenue. When it came to property taxes, we only plan for a 1% growth, so the City is possibly going recognize less than that 1% growth. Following the discussion, City Attorney Kolisch clarified for the Council that Voting yes would repeal Ordinance 12490 and set the 2025 tax rates for current and next year; and Voting no would leave last Wednesday's ordinance in place.

BILL NO. 2026-104 – REPEALING ORDINANCE 12490 RELATING TO THE LEVYING AND PROVIDING FOR THE COLLECTION OF TAXES FOR THE YEAR 2026 IN THE CITY OF SEDALIA, MISSOURI was read once by title.

2nd Reading – Motion by Boggess, 2nd by Franklin. All Present in Favor. Scribner was Absent

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

Roll Call Vote: Voting “Yes” were Boggess, Covington and Redford. Voting “No” were Robinson, Ames, Cross and Franklin. Scribner was Absent. **BILL FAILED.**

Mayor Williams stated that before Council goes into closed session and since he ran on transparency, he is going to speak about the closed items in open for the public. City Attorney, Kolisch reminded Mayor Williams that personnel items are closed. To discuss them in open would require a vote of the Council to open those items.

He stated he formed a group of 10 mayors and their municipal attorneys and based on discussions, he is allowed to discuss the items because as they described it, he is like the CEO of a company and was elected to represent all the voices of the City. He wishes to open this up to have a conversation if you would like to object it, he has 10 municipal attorneys that will dispute anything you say because he had a lengthy conversation and can show you the text message. Attorney Kolisch again reminded Mayor that personnel matters are closed and require Council vote to open. He responded he can do this and has the municipal right to exercise transparency and as Mayor, a First Amendment right. Council can talk about this in closed, but he has the law to support it and the documentation and proof for matter that is going to be discussed in closed, which is what they're going to do about me. He went to the administrator to address this issue by saying that the City should write these people up, suspend or terminate. The administrator refused to do his job and said that I created a hostile working environment. That's insubordination, because if your CEO is asking you to do something, then it's your requirement as the City Administrator to listen to the wishes of the Mayor that was elected by a large discrepancy. He has been requesting to sit in the interview process but did not receive the e-mail back and did not attend the first series of interviews. He feels it was intentional and has the proof and documentation.

He had requested multiple times at multiple meetings to receive this information, it took three months. Based on what these attorneys told him, he can sue the Council members as well as the municipality for refusing to give those documentations. He can currently have a lawsuit against every council member for refusing the documentation. As well as receiving emails that he emailed three times, that was to everybody and the attorney replied not to send to reply all about sitting in to these interview processes. The fact that there's no support on this Council to do the right thing is very disturbing behavior that I've witnessed and it is my amendment right, so moving forward because he has the right to do so when he e-mails, he will not comment, but will post it when he receive calls from everybody in this town about certain items and if it doesn't get the response desired then call your municipality and wonder why your mayor was answering your questions and they weren't answered or addressed moving forward. That is how he will conduct himself, so it won't create a hostile working environment because he requested something and individuals refuse to do their job.

Councilman Covington apologized and stated that they were going to acknowledge all the First Responders and others responding during the building collapse on Tuesday. He acknowledged everyone that came out for the safety of the public and the city of Sedalia. He also apologized to the people who came out to speak because a motion was going to be made to allow a Good and Welfare.

The meeting adjourned at 3:52 p.m. on motion by Boggess, seconded by Redford to a closed-door meeting in the upstairs conference room pursuant to subsections 1 (Legal Advice), 3 (Personnel) and 13 (Individually Identifiable Personnel Records) of Section 610.021 RSMo. Roll Call Vote: Voting "Yes" were Robinson, Ames, Boggess, Covington, Cross, Redford and Franklin. No one voted "No". Scribner was Absent.

The regular meeting reopened at 4:32 p.m. on motion by Boggess, seconded by Covington.

Prior to Roll Call, City Administrator Matthew Wirt stated the following: "Over the last several months, an elected official has chosen to attempt to make this increasingly personal by making accusation about me publicly, question my integrity, and this person is using social media to encourage criticism and at times the public shaming of city employees. I think that conduct speaks for itself. I was raised to believe that. How you treat people matters, particularly when you have been entrusted with a public office. I was raised to disagree with people without trying to humiliate them, to deal with people directly rather than attacking them publicly and to understand that having authority over someone creates a greater responsibility to treat that person fairly, not lesser. I have served this community for many years. During that time, I have disagreed with elected officials, employees and members of the public and people have certainly disagreed with me. That is part of public service, but disagreements do not require personal destruction. What concerns me even more is when the conflict begins to involve other city employees.

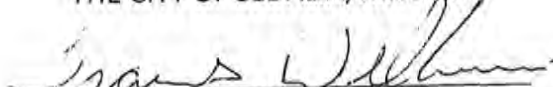
Our employees should not be pulled into a personal or a political dispute. They're professionals doing their jobs, and they deserve to be trusted that way. I will not publicly criticize or discuss an individual's employees performance. In a setting like this, I do not believe that would be appropriate, professional, or fair to the employee. I'm not going to retaliate with insults, attack anyone's character or participate in a public spectacle. Instead, I will continue to conduct myself professionally and do my job as long as you entrust me to do it. At the end of the day, each of us has to decide what kind of person we are going to be when we are giving authority over people. Titles are temporary, elections come and jobs end but how we treat people, particularly people who cannot respond to us on an equal footing, says something about who we are. I cannot control what is posted about me online, said about me or how someone else chooses to conduct themselves, but I can control how I respond. I was raised to tell the truth, to treat people with dignity and stand up for the people who work for me. Especially when it would be easier to remain silent. And I was raised to understand that having power over someone is never excused or mistreated. So whatever happens here today or whatever decisions are made, I'm going to leave this room knowing that I conducted myself the way I was raised. Someday, none of us will have titles that we have today, and when that day comes, what will matter is not the title we held, but whether we can stand before God with a clear conscience about what we did with that power and how we treated the people that he placed in our path. Thank you."

ROLL CALL:

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

The regular meeting Adjourned at 4:35 p.m. on motion by Boggess, seconded by Robinson. All Present in Favor. Scribner was Absent.

THE CITY OF SEDALIA, MISSOURI


Traves Williams, Mayor


Jameice D. Dodick, Deputy City Clerk

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF SEDALIA CENSURING MAYOR
TRAVES WILLIAMS**

WHEREAS, the City of Sedalia (herein "City") has a Code of Conduct for the Mayor and City Council, codified as Section 2-834 of the City Code, (herein "Code of Conduct") that governs the conduct of the Mayor and City Council of the City; and

WHEREAS, the Mayor acknowledged receipt of the Code of Conduct on April 20, 2026. The Mayor is required to abide by its provisions in all interactions and communication with and about other Council members, City staff, Mayor, and members of the public, including conduct during Council meetings; and

WHEREAS, on April 20, 2026, the Mayor took and subscribed to the oath required under 77.390, RSMo. that he possesses all the qualifications prescribed for his office by law; that he will support the Constitution of the United States, and of the state of Missouri, the provisions of all laws of this state affecting cities of the third class, and the ordinances of the city of Sedalia, and faithfully demean himself in office; and

WHEREAS, as noted in the Code of Conduct, excellence in performance by the Mayor, Council members, and City staff, is the best way to achieve our common goal of ensuring quality of life in Sedalia. A special obligation of the Council, including the Mayor, is to set an example of leadership, which encourages and promotes cooperation. The Council, including the Mayor, must strive for high standards of behavior and performance to benefit all Sedalia residents. Adherence to the City's Code of Conduct promotes effective guidance and operation of this City and encourages a positive, open, and productive environment for all; and

WHEREAS, as required by Sec. 2-834(1) of the Code of Conduct, the Mayor shall work as a team with the Council; shall work first for the betterment of all Sedalia; shall refrain from abusive conduct, personal charges or verbal attacks on the character or motives of Council members, City staff, and the public; shall commit to work together toward a resolution of problems; and shall show no tolerance for intimidating behaviors; and

WHEREAS, as required by Sec. 2-834(2) of the Code of Conduct, the Mayor shall refrain from interfering with the administrative functions and professional duties of staff and shall neither give nor imply direction to staff (except the Mayor does direct and supervise the City Administrator); shall not publicly criticize individual staff; shall not openly discuss personnel issues; shall communicate through proper channels requesting assistance or follow up; and shall use his public office for public good and not personal gain; and

WHEREAS, as required by Sec. 2-834(6) of the Code of Conduct, the Mayor shall refrain from publicly discussing the subject matter of Council meetings closed under Chapter 610.021, RSMo.; shall respect and preserve the confidentiality of information concerning the confidential matters of the City; and shall not disclose confidential information without proper legal authorization; and

WHEREAS, as provided in the Code of Conduct, the City Council and the Mayor are responsible for holding themselves and each other accountable for displaying actions and behaviors

that consistently model the ideals expressed in the Code of Conduct; and

WHEREAS, it has come to the attention of the Council that Mayor Williams has engaged in a pattern of conduct that the Council finds is in violation of the Code of Conduct provisions set out below, as it regards his interactions, in public and private, with City staff, Council members, and the public; and

WHEREAS, such conduct or pattern thereof is inappropriate and detrimental to the everyday workings of the City of Sedalia, City staff, the services the City provides to the public; potentially exposes the City to liability; and harms the reputation of the City, the Mayor, and the Council; and

WHEREAS, the Council wishes to express its condemnation of the conduct and make clear that Mayor Williams is bound by the Code of Conduct; and

WHEREAS, the purpose of passage of this Resolution is to encourage the Mayor, Council members, and City staff to change the current working environment at the City and to work first for the betterment of all Sedalia.

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

THAT, the Council finds that Mayor Williams has engaged in acts that violate the Code of Conduct in his interactions with the Council, City Staff, and others, as set out herein; and

FURTHER THAT, Mayor Williams is hereby censured for his conduct in violation of the provisions of the Code of Conduct as set out herein; and

FURTHER THAT, based on personal observations, concerns raised by City staff, and concerns raised by the public, the Council finds the conduct of Mayor Williams as described herein to have violated the Code of Conduct; and

FURTHER THAT, since becoming Mayor on April 20, 2026, Mayor Williams has violated the Code of Conduct and has shown a pattern of behavior that violates multiple sections of the Code of Conduct. Below is a summary of each Code of Conduct provision the Council has found to be violated by Mayor Williams to aid in the Mayor's understanding of the expectations within the Code of Conduct.

Code of Conduct provisions are shown *in italics*.

Sec. 2-834. Code of conduct for the mayor and city council.

This code of conduct describes how Sedalia City Officials treat each other and work together for the common community good. Conducting the city's business in an atmosphere of respect, civility and positive public perception, is the code's underlying theme. City officials are responsible for holding themselves and each other accountable for displaying actions and behaviors that consistently model the ideals expressed in the code. Excellence in performance by city council members, employees and appointed board/commission members is the best way to achieve the common community good. A special obligation of the city council is to set an example of leadership, which encourages and promotes cooperation. The city council will strive for high standards of behavior and performance which will benefit all Sedalia residents. To help accomplish these goals, the city council agrees to the

following set of principles (in discussions below, the term "city council" includes the office of mayor, as well as the city council members):

- (1) Positive leadership/spirit of cooperation. The Sedalia City Council recognizes that it is absolutely essential to remain positive in working together as a team. The city council shall:*
 - Work first for the betterment of all Sedalia.*
 - The Sedalia City Council agrees to work as a team to find the best ways to meet the needs of Sedalia residents.*
 - Assure fair and equal treatment of all people.*
 - Refrain from abusive conduct, personal charges or verbal attacks on the character or motives of council members, board/commission members, staff and the public.*
 - Trust and appreciation for one another, as well as a commitment to work together toward a resolution of problems, is essential.*
 - Avoid personal comments that could offend others.*
 - Show no tolerance for intimidating behaviors.*
 - Listen courteously and attentively to all public discussions and treat all people the way we wish to be treated.*
 - Look for, recognize and promote the positive contributions of each council member.*
 - Seek ways to turn obstacles into opportunities.*
 - City government shall display a spirit of mutual cooperation with other major local institutions: Pettis County, SFCC, Chamber of Commerce, Water Board, Park Board, Library Board, Economic Development, downtown organizations and other entities.*

1. Mayor Williams violated City Code Sec. 2-284(1) of the City of Sedalia in the following manner:

Mayor Williams publicly threatened lawsuits against the City and Council members who disagree with him, which has prevented the Mayor and Council from working effectively as a team. Mayor Williams has repeatedly lied to the Council and to Council members regarding City business to the extent that Council members no longer trust the Mayor, which has prohibited the Mayor and Council from working effectively as a team.

2. Mayor Williams violated City Code Sec. 2-284(1) of the City of Sedalia in the following manner:

Mayor Williams publicly made personal charges and verbal attacks upon the character of City staff members, including but not limited to the City Administrator, to persons throughout the Sedalia community, which threatens and demeans the public perception and reputation of the City, the Mayor, the Council, and City staff. Mayor Williams has not shown a commitment to work together with the Council or with City staff to resolve problems but has instead aired his grievances in public without first allowing time for the Council, the Mayor, and City staff to at least attempt to resolve the problem as a team.

3. Mayor Williams violated City Code Sec. 2-284(1) of the City of Sedalia in the following manner:

Mayor Williams engaged in intimidating behaviors in verbal and written communication by threatening Council members and City staff with potentially unlawful terminations, lawsuits, filing of complaints, and release of closed records and information, in attempts to force his will beyond his mayoral authority, which has prohibited the Mayor and Council from working effectively as a team.

4. Mayor Williams violated City Code Sec. 2-284(1) of the City of Sedalia in the following manner:

Mayor Williams' conduct as described herein has had a detrimental effect upon City staff, with many City staff members worrying about whether they will anger Mayor Williams and be subject to his unreasonably abusive conduct, personal charges, and verbal attacks and whether they will be publicly retaliated against by the Mayor. Mayor Williams' public and private abusive conduct, personal charges, verbal attacks, and intimidating behaviors against City staff members have resulted in City staff members electing to not receive recognition for their years of service to the City during Council meetings. Mayor Williams' conduct as described herein does not demonstrate a commitment to work first for the betterment of all Sedalia.

(2) Adherence to principles. The Sedalia City Council agrees to adhere to the principles and laws governing the mayor/council/administrator form of government and treat all staff with respect and cooperation:

- *Agrees that the city council makes policy and staff carries out that policy.*
- *Refrain from interfering with the administrative functions and professional duties of staff; and neither give nor imply direction to staff.*
- *Not publicly criticize individual staff, but will privately communicate with the city administrator any concerns about a department or department director or staff person.*
- *Will not openly discuss personnel issues.*
- *Will communicate through proper channels requesting assistance or follow-up.*
- *Will not knowingly blindside other councilmembers, board/commission members nor staff, in public meetings; but will ask the questions ahead of or immediately following a public meeting.*
- *Councilmembers shall refrain from using their position to improperly influence the decisions of city staff, boards, commissions or committees.*
- *Public resources not available to the general public (e.g. city equipment, supplies, facilities, city staff time) shall not be used by councilmembers for private gain or personal purposes.*
- *Refrain from negotiating for the city or making commitments for the city without the involvement and knowledge of the mayor and city administrator.*
- *Councilmembers shall use their public office of public good and not personal gain.*

5. **The City of Sedalia is a third-class city with a city administrator form of government in accordance with 77.042, RSMo., which authorizes the City Council to delegate certain authority to the city administrator. According to Section 77.042, RSMo., the city administrator is the chief administrative assistant to the mayor and shall be subject to the direction and supervision of the mayor. According to Section 77.042, RSMo., the city administrator shall have general superintending control of the administration and management of the government business, officers, and employees of the city. City Code Sec. 2-190 further illustrates the City Administrator's powers, including that the City Administrator has the power to hire and discharge City staff. City Code Sec. 2-192 proscribes that the Mayor may perform the duties of the City Administrator only when the City Administrator is absent from office. Therefore, the Code of Conduct and City Code make it clear that, except for limited positions and circumstances not at issue here, the City Administrator hires, fires, disciplines, and directs City staff, not the Mayor or individual Council members.**

Mayor Williams violated City Code Sec. 2-284(2) of the City of Sedalia in the following manner:

Mayor Williams engaged in repeated interference with the administrative functions and professional duties of staff instead of directing any concerns to the City Administrator. Mayor Williams individually directed and implied to City staff the direction to refund building and permit fees, rather than going through the City Administrator. Mayor Williams also directed a member of the public to ignore and remove an official notice of City Code violation placard placed by City staff. Such violation related to the health of the public. The direction to remove the placard interfered with the administrative functions of the City and endangered the public health.

6. **Mayor Williams violated City Code Sec. 2-284(2) of the City of Sedalia in the following manner:**

Mayor Williams publicly accused the City Administrator of lying without first attempting to resolve such issues privately with the City Administrator. Mayor Williams publicly accused the City Administrator of preventing the Mayor from participating in employment interviews when no such interviews had taken place. When Mayor Williams accused the City Administrator of not allowing the Mayor's participation in employee interviews, Mayor Williams posted about such grievance on his public social media pages without allowing City staff sufficient time to respond and clarify the manner in which the Mayor is allowed to participate in employment interviews. Further, rather than first seeking resolution of the problem through the City Administrator or the Council, or seeking legal advice from the City Attorney, Mayor Williams chose to publicly accuse City staff.

7. **Mayor Williams violated City Code Sec. 2-284(2) of the City of Sedalia in the following manner:**

Mayor Williams publicly discussed personnel matters regarding both the City Administrator and City staff members that previously supervised Mayor Williams as a City employee; he has done so to the extent that it is publicly known that the Mayor desires to fire the City Administrator and such previous supervisors, potentially in retaliation for personnel matters from the Mayor's time as a City employee. Mayor Williams posted on his public social media pages personnel information that has been closed by the Council, which threatens the confidentiality of employees and applicants for employment, and potentially exposes the City to liability and reputational harm. Mayor Williams' public posts have threatened a fair and equitable interview process for a City employment position, which potentially exposes the City to liability and reputational harm.

8. Mayor Williams violated City Code Sec. 2-284(2) of the City of Sedalia in the following manner:

Mayor Williams used his public office for personal gain by receiving sporting event tickets in exchange for an individual's nomination to a City board.

- (3) *Planning, goal setting and accountability. The Sedalia City Council must be committed to a comprehensive planning process leading to mutually developed goals and accountability. It is imperative that all members of the city council participate fully in council workshops and retreats to ensure the necessary commitment of all members to the strategic planning process.*
- (4) *Abstentions. The vote of each councilmember is critically important. Vote abstentions should be used rarely. When it is necessary to abstain from voting, a reason for the abstention must be stated publicly at the time of the vote. Although it might not be advisable, it is possible to proceed and vote even when there is a potential conflict-of-interest, but only after the conflict is publicly announced at the time of the vote. The Sedalia City Council agrees to refrain from the use of the vote abstention for any reason other than conflict-of-interest.*
- (5) *Communications. Councilmembers are free to express a personal view in the media, at any time, however:*
 - *Media comments must not state or imply that they represent the view of the council;*
 - *Media comments contrary to a council decision or council policy must not state or imply the statements represent a majority view;*
 - *Media comments must not disclose confidential information.*

If a public statement from the city council is necessary, the council, as a whole, will agree on a specific statement. While councilmembers, staff and board/commission members may have their personal opinions, those personal opinions must be identified as personal opinions and not as representative of city policy. Under no circumstances should public statements be made by councilmembers based on rumors nor hearsay. Information upon which city decisions are or may be made must be communicated to all councilmembers equally.

- (6) *Executive sessions. Missouri state law allows for city council meetings to be closed in special circumstances. It is the responsibility of the council and staff to refrain from publicly discussing the subject matter from the executive council meetings. Councilmembers shall respect and preserve the confidentiality of information provided to them concerning the confidential matters of the city. They shall neither disclose confidential information without proper legal authorization nor use such information to advance their personal, financial nor private interests.*

9. Mayor Williams violated City Code Sec. 2-284(6) of the City of Sedalia in the following manner:

Mayor Williams publicly discussed the subject matter of Council meetings that are closed and confidential under Section 610.021, RSMo., Section 610.028.2, RSMo., and City Code Chapter 2, Article VIII. Mayor Williams released information related to confidential personnel matters that are closed and confidential under Section 610.021, RSMo., Section 610.028.2, RSMo. and City Code

Chapter 2, Article VIII. In conducting himself in this manner, Mayor Williams acted beyond his mayoral authority to open closed and confidential information and records. Opening of closed and confidential meetings and records lies solely with the City Council under City Code Sec. 2-764.

- (7) *Constituent service. When a councilmember is contacted by a constituent with a concern, he or she will:*
- *Listen to the individual's concern.*
 - *Affirm the desire to reach a satisfactory solution.*
 - *Assure the person that appropriate action will be taken.*
 - *Express appreciation to the individual for presenting the concern.*
 - *Contact appropriate staff to submit constituent concern.*
 - *Follow-up to determine if appropriate action has been taken.*
- (8) *Political activities. The political process is an important and positive part of the city council. However, issues related to a councilmembers election campaign must not involve on-duty city staff.*
- (9) *Enforcement. A violation of this code of conduct may result in a removal from office for cause.*

FURTHER THAT, the Council reserves the right to take further action against Mayor Williams as may be necessary, including removal from office under 77.340, RSMo; and

FURTHER THAT, the Council hereby commits to working first for the betterment of all Sedalia and hereby encourages the Mayor to unite with the Council to work first for the betterment of all Sedalia; and

FURTHER THAT, by approving this Resolution, the Council hereby declares that the Mayor has a conflict with signing this Resolution, as he is the subject of the Resolution, and that the Mayor Pro Tem is the presiding officer for the specific purpose of presenting and signing this Resolution; and

FURTHER THAT, this Resolution shall be in full force and effect from and after the date of its passage and approval; and

PASSED AND APPROVED by the City Council on the 8th day of September, 2026.

Mayor Pro Tem

ATTEST: _____
Jason S. Myers, MRCC, City Clerk

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

**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 General Fund must be increased by a total of \$7,045.01 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. Cemetery office roof replacement due to wind damage.

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 September 8, 2026

Presiding Officer of the Council

ATTEST: _____
Jason S. Myers, City Clerk

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2026-2027
REGARDING CEMETERY OFFICE ROOF REPLACEMENT.**

**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 8th day of September 2026.

Presiding Officer of the Council

Approved by the Mayor of said City this 8th day of September 2026.

Traves Williams, Mayor

ATTEST:

Jason S. Myers
City Clerk

Exhibit A
City of Sedalia
FY27 Budget Amendment 9/09/2026 Cemetery Office Roof Replacement

Account / Description	Current Budget	Change	Amended Budget	Comments
Expenditures / Uses of Funds				
10-69-353-00 Cemetery Buildings	-	7,045.01	7,045.01	Cemetery Office Roof Replacement
Total Expenditure Change		<u>7,045.01</u>		
		<u>(7,045.01)</u>		Net Increase (Decrease) in Projected Fund Balance

CROWN HILL CEMETERY

Matthew Wirt - City Administrator

31-Aug-26

The roof at the Cemetery Office has been damaged by the wind by removing shingles and causing a leak on the night of August 18th - August 19th, 2026. The leak was in the storage and furnace and IT connections area of the office. The water came in through the light fixture. We also have some water stains on the ceiling in another location in that room.

I called Building Maintenance and they came out and patched the roof. Doug stated that the roof would need to be replaced and he contacted three roofing companies for quotes on replacing the roof.

This was not in the budget for this year.

Blue Ox Roofing	\$7,045.01
Restoration Roofing	\$7,500.00
Cachero Roofing	\$11,450.00
Cachero Roofing	\$20,950.00

I would like to take this to council and ask for a budget amendment in order to get the roof repaired before we have other damage to the building and contents.

Roger Waters - Cemetery Director

08/20/2026



Blue Ox Roofing
18621 Arnett Road, Sedalia, MO 65301
Phone: (660) 287-7616

Company Representative
Tim Carter
Phone: (660) 287-7616
tim@blueoxgc.com

Doug Roberts
City of Sedalia
701 North Engineer Avenue
Sedalia, MO 65301
(660) 221-8822

Roofing Section

Complete Roof Commitment – Roofing Estimate

This estimate includes the removal and disposal of the existing shingle roofing system, a thorough inspection of the decking for integrity, and professional installation of the Owens Corning Total Protection Roofing System.

The scope of work covers:

- Removal and disposal of existing roofing material.
- Inspection and minor repairs to existing decking as required (significant decking repairs/replacement may incur additional costs).
- Installation of Owens Corning Ice & Water Barrier on eaves, valleys, and other necessary areas per local building codes.
- Installation of Owens Corning synthetic underlayment for superior moisture protection.
- Installation of Owens Corning Duration Shingles, available in customer-selected color.
- Installation of Owens Corning starter shingles and hip & ridge shingles for optimized roof performance and aesthetics.
- Replacement and/or installation of appropriate roof ventilation to ensure proper attic airflow.

Warranty:

This installation includes Owens Corning's Preferred Warranty, offering 50 years of material defect coverage and 10 years of workmanship coverage provided through Owens Corning.

	Qty	Unit
Material		
Aluminum Drip Edge (10')	171.27	LF
Owens Corning Duration (3 BD/SQ)	15.18	SQ
Owens Corning ProEdge (33')	62.04	LF
Owens Corning RhinoRoof Granulated Ice & Water Shield (2 Sq)	113.63	LF
Owens Corning RhinoRoof Synthetic Underlayment (10 sq) - Private Label	14.26	SQ
Owens Corning Starter Strip Plus - 7 3/4" (105')	168.16	LF
Roofing Coil Nails - 1 1/4"	1.12	BX
Rustoleum Spray Paint (12 oz)	0.33	EA
7/16"x4'x8' OSB	0.88	BRD
Lomanco LOR-3D Omni Roll	1.88	EA
Geocel 2300 Construction TriPolymer Sealant (10.3 oz)	0.66	EA
1 1/4 Cap Nails 2000cnt	0.88	BX
Labor		
Steep Slope - Install Deluxe Asphalt Shingles	15.18	SQ
Steep Slope - Remove Deluxe Shingle Asphalt Shingles	15.18	SQ
Disposal	15.18	SQ
Delivery Charge	1.00	EA
Warranty	14.52	SQ

Sub Total	\$6,775.83
188	\$269.18
TOTAL	\$7,045.01

Company Authorized Signature

Date

Customer Signature

Date



2200 W Main Street
Sedalia, MO 65301

Proposal

Restoration Roofing

Randy Boyd
(660) 281-1046



**"The Bitterness of Poor Quality
Remains Long After the Sweetness
Of Low Price is Forgotten"**

Metal Roof System ◇ Shingle Roof System ◇ Flat Roof System

SUBMITTED TO	City of Sedalia Cemetery Office	DATE	8-19-26
ADDRESS	701 N Engineer Ave.	PHONE	Doug
CITY/STATE/ZIP	Sedalia Mo. 65301	Email:	
JOB DESCRIPTION	Shingle Replacement		

We hereby submit specifications and estimates for:

- (1) Tear off existing roofing materials and haul to dump.
- (2) Inspect decking and do repairs if needed, not included in price of estimate.
- (3) Delete ridge vent and add 6 square roof vents.
- (4) Install new drip edge.
- (5) Install synthetic underlayment.
- (6) Install Ice & Water Barrier along eaves and in valleys and transitions.
- (7) Install new pipe boots and paint existing vent pipes & steep flashings.
- (8) Install starter shingle, and Owens Corning Architectural shingles with ridge cap.
- (9) Clean up all debris and run magnets.

*Note: If any decking needs to be replaced there will be an additional charge of \$70.00 per 4'x8' sheet of plywood.
or pine board will be \$9.00 per linear ft. which includes labor and materials.

We provide 10 year labor and the manufacturer provides a limited lifetime warranty that begins upon completion of job.

We Propose hereby to furnish material and/or labor complete in accordance with above specifications, for the sum of:

Seven thousand five hundred dollars and no cents.

\$7,500.00

Payment is to be made as follows: 50% to be paid upon acceptance of this contract with balance to be paid upon completion of job.

All materials are guaranteed to be as specified. All work is to be completed in a workmanship manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above this estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry hail, tornado and other necessary insurance.

Contractor

Signature _____

**This proposal is valid for 30 days
from the dated specified above**

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Customer

Signature _____

Customer

Signature _____

CACHERO ROOFING LLC

27297 RATTLESNAKE HILL RD SMITHTON MO 65350

660-619-7948

DATE: August 21, 2026

NAME: CROWN HILL CEMETERY

ADDRESS: 22864 WESTMORELAND RD

CITY, STATE, ZIP, PHONE: SEDALIA MO 65301

STONE COATED STEEL, PINE CREST SHAKE ROOF -CHOICE STOCK COLOR
CEMETERY OFFICE ONLY

TO INSTALL SYNTHETIC UNDERLAYMENT OVER THE EXISTING ONE LAYER OF SHINGLES

TO INSTALL EBS 2X2'S WITH SCREWS

TO INSTALL ALL 26GU STONE COATED STEEL ROOFING MATERIAL WITH ALL MATCHING TRIM

TO INSTALL NEW PIPE FLASHING

ALL LABOR, MATERIALS, DELIVERY FEES, DISPOSAL FEES, AND TAX ARE INCLUDED IN SAID BID.

TOTAL \$20,950.00 WORKMANSHIP WARRANTY OF 15 YEARS

MANUFACTURER WARRANTY CERTIFICATE TO BE EMAILED UPON COMPLETION

SHINGLE OPTION, OWENS CORNING DURATION FLEX

CEMETERY OFFICE ONLY

TO TEAR OFF THE EXISTING ONE LAYERS OF SHINGLES AND DISPOSE OF ALL DEBRIS.

TO INSTALL ICE AND WATER SHIELD AT THE EVES AND VALLEYS.

TO INSTALL SYNTHETIC UNDERLAYMENT

TO INSTALL ALL NEW DRIP EDGE METAL, VENTS AND PIPE FLASHINGS

TO INSTALL ALL NEW OC DURATION FLEX SHINGLES, CHOICE STOCK COLOR WITH ALL MATCHING RIDGE CAPS.

ALL LABOR, MATERIALS, DELIVERY FEES, DISPOSAL FEES, AND TAX ARE INCLUDED IN SAID BID.

TOTAL \$11,450.00 WORKMANSHIP WARRANTY OF 2 YEARS

UPON ACCEPTANCE OF THIS PROPOSAL, THE ABOVE-MENTIONED HOMEOWNER AND CACHERO ROOFING LLC WILL ENTER INTO A CONTRACT, AND A SIGNATURE WILL BE REQUIRED AT THAT TIME. THE PROPOSAL BID IS GOOD FOR **15 DAYS**. AFTER THAT, THIS BID IS SUBJECT TO A PRICE INCREASE. DUE TO THE VOLATILITY OF BUILDING MATERIALS, ALL STONE-COATED STEEL MATERIALS MUST BE PAID FOR UPON DELIVERY OF MATERIALS TO THE CONTRACTOR.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING SUPPLEMENTAL AGREEMENT NUMBER 2 FOR THE KATY DEPOT – LIBERTY PARK CONNECT SEDALIA PROJECT.

WHEREAS, the City of Sedalia, Missouri has received a supplemental Agreement No. 2 from Wilson & Company, Inc. for additional engineering services to evaluate coal chutes underneath existing sidewalk. These will include site visit and development of structural details to address the coal chutes and ensure sidewalk is properly constructed. These can be completed in accordance with the original agreement as more fully described in the supplemental agreement attached to this ordinance and incorporated by reference as though agreement were set forth herein.

WHEREAS, under the supplemental agreement, the City of Sedalia, Missouri, shall pay the following sum and amount of Fourteen Thousand Five Hundred Seven Dollars and Thirty-one Cents (\$14,507.31) to Wilson and Company, Inc. for said services as more fully described in the supplemental agreement attached to this ordinance and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri hereby authorizes the supplemental agreement by and between the City of Sedalia, Missouri and Wilson & Company, Inc.

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 supplemental 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 8th day of September 2026.

Presiding Officer of the Council

Approved by the Mayor of said City this 8th day of September 2026.

Traves Williams, Mayor

ATTEST:

Jason S. Myers, MRCC, City Clerk



Let's Cross Paths

City of Sedalia

200 S. Osage

Sedalia, MO 65301

(660) 827-3000 www.sedalia.com

To: Matthew Wirt, City Administrator
From: Elizabeth Nations, Chief Office Administrator
Date: August 31, 2026
Subject: Supplemental Agreement No. 2 to Engineering Services Contract for TAP Grant

During construction of the Katy Depot-Liberty Park Connect TAP Grant, the contractor, Rhad A. Baker Construction, LLC, discovered coal chutes underneath two properties.

The first property is located at 300 S. Ohio Ave., where one or possibly two coal chutes are located underneath the existing sidewalk. The second property, located at 301 S. Ohio Ave., has two or possibly three coal chutes underneath the existing sidewalk. These structures were not identified during the original design and need to be addressed to allow for the proper installation and support of the new sidewalk.

Staff is requesting approval of a supplemental agreement with Wilson & Company, Inc. in the amount of \$14,507.31 for additional engineering services to evaluate the coal chutes. The additional services will include a site visit and development of structural details to address the coal chutes to ensure the sidewalk is properly constructed.

Once the evaluation is complete, the engineer and City staff will coordinate with the contractor to determine any additional construction costs associated with addressing the coal chutes and completing the sidewalk.

**SUPPLEMENTAL AGREEMENT NO. 2
TO
ENGINEERING SERVICES CONTRACT**

This Supplemental Agreement is made part of an agreement dated August 28, 2026, between the City of Sedalia and Wilson & Company, Inc., Engineers and Architects for design of project TAP-5700(512). The purpose of this Supplemental Agreement is to provide construction related services for detailing and providing a solution to address coal chutes that were discovered during construction. These additional services shall be in an amount not to exceed Fourteen-Thousand Five-Hundred Seven and Thirty-One Tenths (\$14,507.31) without further authorization. The total services shall be in an amount not to exceed Two-Hundred Twenty-Six One-Hundred Fifty-Five Dollars and Ninety-One Tenths and (\$226,155.91). Attachment A outlines the cost breakdown for this Supplemental Agreement.

Supplement Agreement No. 2 accepted as defined herein:

OWNER: _____

ENGINEER: 

BY: _____

BY: Justin C. Klaudt

TITLE: _____

TITLE: Senior Vice President

DATE: _____

DATE: 8/28/2026

ATTEST:

BY: _____

BY: 

TITLE: _____

TITLE: Jesus Rodriguez
Project Manager

DATE: _____

DATE: 08/28/2026

Executed by the City of Sedalia on the ____ day of _____, 20__.

ATTACHMENT A
SUPPLEMENTAL AGREEMENT NO. 2
August 28th, 2026

Design Phase Services (Additional):

	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
Senior Engineer	34	\$76	\$2,584
Licensed Engineer	8	\$57	\$456
Intern Engineer 1	22	\$35	\$770
Design Technician	14	\$46	\$644
Subtotal			\$4,454
Payroll Overhead (181.67%)			\$8,091.58
Other Direct Costs			
Mileage (165 miles)			\$125.40
Subtotal			\$125.40
Fixed Fee (14.30%)			\$1,794.02
FCCM (0.95%)			\$167.71
Total Supplemental Agreement No. 2			\$14,507.31
Summary (Design Phase):			
Original Agreement			\$194,715.15
Supplemental Agreement No. 1			\$ 16,933.45
Supplemental Agreement No. 2			\$ 14,507.31
Total			\$226,155.91

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN AGREEMENT FOR FIXED BASE OPERATOR FACILITY RENOVATIONS AT THE SEDALIA REGIONAL AIRPORT.

WHEREAS, the City of Sedalia, Missouri has received a proposal to enter into an agreement for Fixed Base Operator Facility Renovations by and between the City of Sedalia, Missouri and Collins Webb Architecture, LLC; and

WHEREAS, under the terms of the agreement, the City of Sedalia, Missouri shall pay the sum and amount of not-to-exceed Sixty Thousand Seven Hundred Dollars (\$60,700.00) to Collins Webb Architecture, LLC for design of the renovation for the Fixed Base Operator facility 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 authorizes the agreement by and between the City of Sedalia, Missouri and Collins Webb Architecture, LLC as it has been proposed.

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 8th day of September 2026.

Presiding Officer of the Council

Approved by the Mayor of said City this 8th day of September 2026.

Traves Williams, Mayor

Attest:

Jason S. Myers, MRCC
City Clerk



August 31, 2026

City of Sedalia

200 S. Osage
Sedalia, Missouri 65301

Project Location

Sedalia Regional Airport
1900 E. Boonville Street
Sedalia, Missouri 65301

Fixed Base Operator (FBO) Facility Renovations – RFQ 2027-004

Attn: Mitchell Mullen
Airport Director

Dear Mitchell:

We are pleased to submit the following fee proposal for professional services. Our goal is to offer an appropriate fee and service proposal that meets your project's needs. Our expertise and understanding of the complexities of designing these facilities will allow us to successfully guide you through the planning, design, and construction sequences.

SCOPE ASSUMPTION

Collins | Webb Architecture understanding of the project is the following based on our site walk-thru with the client:

- a. The project consists of renovations of an existing one-story facility that is approximately 1,500s.f.
- b. The focus of this proposal and project will be the renovation of this facility. We will not review any additions to the building at this time.

Architectural:

- a. CWA will visit the site and complete a building as-built and photo documentation of existing conditions. The working file will be created from this visit, and design will commence once existing conditions are documented.
- b. Space planning and interior design will be provided as part of this scope. This will include restroom upgrades, coffee/break area, lounge, office, and storage areas.
- c. A design option will be presented to the client for review and collaboration.
- d. The goal of this renovation project is to create enhanced pilot and visitor experience along with updating facilities for staff.
- e. New exterior windows will be a part of the renovation. Exterior doors will be reviewed for re-use or replacement. Existing locations will be unchanged with no structural improvements required.
- f. The design team assumes that no city planning process will be required, only issuance of permit documents.

Civil:

- a. Topographic and utility survey around existing building, including Drone aerial imagery (as allowed by the Owner).
- b. ADA sidewalk updates around the exterior of the existing building.
- c. Coordination with Collins Webb and the Owner. The estimated fee includes one round of revisions after meetings with Collins Webb and Owner.
- d. Design of outdoor patio at the southeast corner of the existing building, including grading/site/and erosion and sediment control plans and details.
- e. Sealed construction documents, including grading, site, and E&SC plans. It is assumed that a project manual and spec book will not be required, any specs needed will be reflected on the plans.
- f. One site visit during design phases.

MEP:

- a. Assume the existing Mechanical systems will be replaced with improved climate and system efficiency and provided with new supply ductwork overhead.
- b. Assume all new electrical power distribution with new interior lighting.
- c. New exterior building lighting.
- d. New updated restrooms.
- e. An added coffee/break area will be a part of the scope of work.
- f. Assume that new emergency radio communication enhancement system design is not provided.
- g. Based on the age of the building, no MEP assessment is being provided at this time. If requested, a separate fee proposal can be provided.

Structural:

- a. Based on the RFQ a fee proposal is being provided for a structural building assessment. This may not be required, based on initial site visit with the client and the scope of work that is being outlined. If required, here are the assumptions.
- b. A walk-through structural evaluation of the subject building will be conducted. This will include an analysis of the building envelope. This evaluation will identify items of concern that are visually observed and will determine the overall condition of the building.
- c. The walk-through structural evaluation of the building will involve one site visit by a licensed Professional Engineer with primary experience in structural engineering. The engineer will be accompanied by an assistant. The site visit will include the acquisition of pictures and limited measurements. Unless specifically noted, no invasive methods will be used or calculations made in evaluating the structure.
- d. Our firm will be allowed unfettered access to the building.
- e. A review of the existing building plans will be conducted prior to visiting the site.
- f. Our firm will determine if the exterior walls are load bearing. Discrepancies between the as-built condition of the building and the existing drawings will be identified.
- g. Our firm will provide a report identifying the issues that were observed during the walk-through evaluation. The report is intended to address structural issues with the building. The report should not be interpreted as a general, comprehensive evaluation of the structure as a whole. The report is limited to structural as well as envelope components of the building and does not include evaluation of electrical, mechanical, or plumbing systems.
- h. Our scope includes one remote meeting after our report is completed.
- i. The walk-through evaluation does not include system calculations, design, or repair options. A supplemental proposal for additional engineering services can be submitted following our initial evaluation.

For these tasks, the Design Disciplines included are Civil, Code, Architectural, minimal Interior Design, Structural review, Mechanical, Electrical, and Plumbing design. All Acoustical, Fire Protection Engineers, Signage, Geotechnical, Environmental, and Traffic services will be contracted directly by the Client / Contractor. Moveable Furniture, Artwork and Equipment (FFE) selections will be made by the Client. We have included coordination efforts with these outside disciplines.

PHASE I:**Project Understanding / Programming Review**

- a. CWA will come on site and measure existing conditions as/ if needed.
- b. CWA assumes that the documents provided are accurate with existing conditions, with minor changes.
- c. Space programming will be completed to fully understand the requirements. The design team will collaborate closely with clients to finalize.
- d. Collins | Webb Architecture will meet with client to fully understand design intent.
- e. CWA will coordinate code and constructability with client and team.
- f. The city planning process will commence and a timeline will be established for submission dates in coordination with the city calendar.

PHASE II:
Schematic Design

- a. Collins | Webb Architecture will further develop and refine all architectural and building components.
- b. Preliminary floor plans will be established. Design options will be presented to the client for review and approval. The proposal anticipates a maximum of two rounds of design, as required.
- c. All Client provided vendors will need to be engaged for next package to be completed.
- d. A Design schedule will be established and confirmed with Client during this phase.

PHASE III:
Design Development

- a. Based on the approved phase II package, Collins | Webb Architecture will further develop and refine all architectural and interior design documents.
- b. Further refinement of the pricing package will have the following information for the shell spaces:
 - a. Code plan
 - b. Demolition plan
 - c. Architectural floor plans and reflected ceiling plans.
- c. The Contractor provides all schedule evaluations and cost estimates.
- d. At the end of Design Development, a pricing package will be produced for contractor pricing. We will pause until project is aligned with project budget.

PHASE IV:
Construction Documents

- a. Based on the approved Phase III package, Collins | Webb Architecture will develop a comprehensive set of construction documents and specifications of all disciplines for Client approval, permits, bidding, and construction purposes. The Budget will have already been established prior to moving forward into this phase. Re-work and /or Re-draw that is extensive in nature, from this time forward will be on an hourly rate.
- b. Our construction documents will include working drawings and technical specification sections as required in a Revit format (LOD 300). 3D modeling will be used for design and coordination efforts only. Presentation quality 3D animations can be provided for additional fee levels.
- c. We anticipate a 50% review/approval printing for the Client. A review set will be printed for Client to make any final comments prior to submitting for permit. Collins | Webb Architecture will establish a review period and wait for Client input prior to finalizing documents and making them available for Contractor/permitting.
- d. We have anticipated providing specifications on the sheets. It will not include front end specifications for bidding information. This information would be provided by the contractor and inserted into the manual.
- e. The Contractor is to provide all schedule evaluations and cost estimates.
- f. *We have anticipated that CD's will be released in one package*, for permit, bidding, and construction. Additional packages requested will be considered and extra service.

PHASE V:
Bidding Phase

- a. Answer bid period questions and produce any necessary addenda during the bid process. Client to facilitate the bid advertisement process.

PHASE VI:
Construction Administration

- a. The design team will review shop drawings and submittals, and answer contractor requests for information.
- b. A Project internet cloud-based site shall be used in this phase of the project for management of project information. The site will be used for submittal of shop drawings, RFI's & photos. The site should be Procore or equal functionality. ProCore is the preferred software, but others of similar applications will be acceptable. This is to be provided for approval at the time of contractor selection if the design team is part of the Construction Administration portion of the project.

SERVICES NOT INCLUDED

The following services are not included in the proposed scope of services. This is a general list and may not be project specific:

1. Reimbursable Expenses. See explanation below.
2. No post Phase III document value engineering analysis or re-draw of completed plans is included.
3. Detailed Cost Estimates at any phase. Not responsible for unit pricing of materials. (Provided by Contractor)
4. Artwork, furniture (Except for built-ins), signage (location and attachment only) or planting design or selections.
5. Graphic/Logo/Branding/Signage Design Services.
6. Photo realistic presentation quality 3D images or animations. This can be provided for an additional fee.
7. As built/ Record documentation after construction
8. Permit fees payable at time of submission to the AHJ, except for the initial permit fee.
9. Permit expeditor.
10. Public meetings and public involvement.
11. Authorities having jurisdiction meetings more than those listed.
12. Structural analysis of existing buildings.
13. Above ceiling evaluations.
14. Custom engineering fabrications.
15. Acoustical engineering
16. Offsite Utility Extensions.
17. Offsite Roadway Improvements.
18. Landscaping Services.
19. Irrigation Services.
20. Geotechnical Engineering Services, including soil boring and testing.
21. Retaining Wall Design.
22. Utility designs including but not limited to water, sanitary sewer, storm sewer, power, etc.
23. Environmental Engineering Services.
24. Survey Services.
25. Traffic Impact Analysis.
26. Platting.
27. Rezoning.
28. Record Mapping and Report.
29. Field Investigation.
30. Wetland Delineation and Assessment.
31. US Army Corps Wetlands Jurisdictional Determination.
32. Trash enclosure if required by AHJ.
33. BMP inspections, testing, and certifications during construction.
34. Fire flow tests.
35. Participation in preparation of Rebate Application(s).
36. Security system design and layout.
37. Testing and balancing of HVAC systems.
38. Smoke control and smoke management systems.
39. Lighting photometrics for emergency lighting evaluation.
40. Energy modeling.
41. Energy Code assessments / upgrades of existing conditions
42. Upgrades and modification to grease waste systems if required by AHJ.
43. Data/Communication Systems Design – (will provide rough-in locations as requested)
44. Security Systems Design – (will provide rough-in locations as requested)
45. Fire Sprinkler Design and documentation. – Provided by specialty subcontractor. Performance specification only. (will be reviewed by design team)
46. Fire alarm design.
47. Concession/Kitchen casework and equipment design, and verification of FF&E installation
48. Commissioning – If required by local authorities, a fee proposal can be submitted.
49. LEED Certification/Grant submissions
50. Electrical Service Entrance design includes secondary service only. Utility transformer pads and primary conductors are designed by utility.

51. Site amenity design/documentation.
52. Existing concrete footing and slab on grade design. It is assumed that the existing footings and slab on grade are in adequate condition to support the new structure.
53. Design of connections for piping or ductwork or calculations of imposed load for mechanical equipment due to seismic demand.

PROJECT FEES:

Collins | Webb Architecture proposes the following fee for the services outlined above for a complete project: (not including travel and/or reimbursable expenses)

Civil Design Fee:	\$ 5,950.00
As-built creation and verification on site:	\$ 1,500.00
Interior Design:	\$ 3,200.00
Code and Architectural Design:	\$33,650.00
MEP Design Fee:	\$16,400.00
Total Design Fee:	\$60,700.00

Added scope if required/requested:

Topographic and Utility Survey:	\$ 4,800.00
Structural Building Evaluation:	\$ 7,200.00
Parking Lot Lighting Design:	\$ 6,600.00

Reimbursable expenses will be an additional charge at cost and include but are not limited to printing, mileage, long distance phone calls, hotels, airplane tickets, photographs, courier, plots, artist renderings, presentation boards, booklets, flyers, power point presentations, and 3D animations.

Invoices are sent monthly, for work as completed to date, as previously approved in writing by the client. Charges are due within thirty (30) days of the invoice date. Payments due and unpaid shall bear interest from the date payment is due and at the legal rate then prevailing in the location where the project is located.

Note:

Prior to submitting the Permit documents, CWA will invoice 85% of the total fee. Invoicing will be paid prior to submittal to the city.

If hourly services are provided, the rates below will be applied. These are our 2026 hourly rates. This will be evaluated at the end of 2026 and be adjusted as needed. A fee proposal can be given as required. Refer to Appendix B for Allstate consultants rate schedule.

<u>HOURLY FEE RATES:</u>	<u>ARCHITECTURAL</u>		
Principals / Directors:	\$	240.00	per hour
Project Managers:	\$	215.00	per hour
Professional Staff:	\$	200.00	per hour
Clerical:	\$	95.00	per hour
<u>HOURLY FEE RATES:</u>	<u>MECHANICAL, ELECTRICAL, PLUMBING</u>		
Principals / Directors:	\$	200.00	per hour
Project Managers:	\$	180.00	per hour

Duration of Services:

If the **design services** covered by this agreement have not been started within **six (6)** months of the date hereof, through no fault of the Design team, the Design team shall be entitled to an equitable adjustment in schedule and/or compensation.

If the **project services** covered by this Agreement have not been completed within **twelve (12)** months of the date hereof, through no fault of the Design team, extension of the Design team's services beyond that time shall be equitably adjusted for any Change in Services required because of such time being exceeded or extended.

Collins | Webb Architecture appreciates the opportunity to provide professional design services. We look forward to the project and thank you for your continued consideration.

This agreement entered as of the day, and year first written above.

CLIENT:

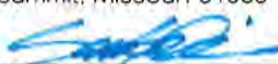
City of Sedalia
200 South Osage
Sedalia, Missouri 65301

By: _____

Date: _____

ARCHITECT:

Collins | Webb Architecture, LLC.
307A SW Market Street
Lee's Summit, Missouri 64063

By:  _____
By: Sam Collins - Principal
08.31.26

Date: August 31, 2026

Attachments:

Appendix A Terms and Conditions
Appendix B Allstate wage rates

NOTICE TO CLIENT:

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMo. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIALS TWICE.

Appendix A

TERMS AND CONDITIONS Collins | Webb Architecture, LLC

BILLING AND PAYMENT

Invoices issued by Collins | Webb Architecture, LLC, ("CWA") are due within 30 days of the invoice date and will be considered past due if not paid in full within that timeframe. The client must raise any objections to an invoice in writing within 14 days of receipt; otherwise, the invoice will be deemed accepted by the client.

If payment is not received by CWA within 45 calendar days of the invoice date, a late fee of 1.5% per month (or the maximum allowable by law, whichever is less) will be applied to the overdue amount, calculated from the original due date. Payments received after this period will first be applied to any accrued interest, and then to the outstanding principal balance.

In the event that the client fails to make timely payments and CWA incurs costs to collect the overdue amounts, the client agrees to reimburse CWA for all associated collection costs, which may include, but are not limited to, legal fees, collection agency fees, court costs, collection bonds, and reasonable CWA staff costs at standard billing rates for time spent on collection efforts. The client's obligation to pay these costs will survive the termination or expiration of this agreement.

If the client fails to make payments as required or is otherwise in breach of this agreement, CWA reserves the right to suspend services with seven (7) calendar days' written notice. CWA will not be held liable for any costs or damages incurred by the client as a result of such suspension due to the client's breach of the agreement.

DURATION OF SERVICES.

If the design services outlined in this agreement have not commenced within six (6) months from the date of this agreement, through no fault of Collins | Webb Architecture, LLC, ("CWA"), CWA shall be entitled to an equitable adjustment in both the project schedule and/or compensation.

DELIVERY OF CADD/ELECTRONIC FILES. In requesting and utilizing any drawings or other data on any form of electronic media generated and provided by CWA as part of this project, the Client covenants and agrees that all such drawings and data are instruments of services of CWA, who shall be deemed the author of the drawings and data, and shall retain all common law, statutory law and other rights, including copyrights. Any electronic files provided by CWA to the Client are submitted for an acceptance period of 30 days. Delivery of the electronic file will be accompanied by a hard copy print, which reflects the information contained in the electronic format. The client is asked to carefully verify that the electronic information, when used within the client's computer or CADD environment, corresponds to the hard copy print. Any inconsistencies the Client discovers should immediately be reported to CWA so that the source of the inconsistency may be investigated. Because data stored on electronic media can deteriorate undetected or be modified without CWA's knowledge, if, at any time, a difference exists between the files on the electronic media and the provided hard copy print, the hard copy print will govern.

The Client further agrees not to use these drawings and data, in whole or in part, for any purpose or project other than the project which is the subject of this Agreement. The Client agrees to waive all claims against CWA resulting from any unauthorized changes or reuse of the drawings and data for any other project by anyone other than CWA. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold CWA harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from any changes made by anyone other than CWA or from any reuse of the drawings and data without the prior written consent of CWA.

Under no circumstances shall transfer of the drawings and other instruments of service on electronic media for use by the Client be deemed a sale by CWA, and CWA makes no warranties, either express or implied, or merchantability and fitness for any particular purpose.

CERTIFICATIONS GUARANTEES AND WARRANTIES. CWA will, as a matter of professional practice, affix a professional seal to the final copy of all completed plans, surveys or reports. Should the Client's project needs require CWA to sign specific certifications or other documents, either for the Client or for second parties (such as lenders or potential buyers), the Client shall provide CWA with copies of all such documents submitted by the Client to determine whether complete and sufficient information is being collected or generated as part of the proposed scope of work to allow CWA, as licensed professionals, to sign the documents and, if not, CWA may propose a modified scope of work and cost. Any certifications or document language that CWA has reviewed and agreed to sign as part of the scope of work shall be attached and made part of this agreement. CWA shall not be required to sign any certifications or documents, no matter by whom required, that have not been provided prior to entering the contract or that would result in CWA's having to certify, guarantee or warrant the existence of conditions whose existence cannot be ascertained. The client also agrees not to make resolution of any dispute with CWA or payment of any amount due to CWA in any way contingent upon CWA's signing any such certification.

CONSEQUENTIAL DAMAGES. Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any special, indirect or consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or CWA, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use, loss of income, loss of profit, loss of business, and/or loss of reputation.

DISPUTE RESOLUTION. To resolve any conflicts that arise during the project or following the completion of the project, the Client and CWA agree that all disputes between them arising out of or relating to the Agreement shall first be submitted to nonbonding mediation unless the parties mutually agree otherwise. Costs of the mediator's services will be shared equally between the Client and CWA.

HAZARDOUS MATERIALS. It is acknowledged by both parties that CWA's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event CWA or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of CWA's services, CWA may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

GOVERNING LAW. The laws of the state in which CWA's office is located where the contract originates will govern the validity of this Agreement, its interpretation and performance. Any litigation arising from this Agreement shall be brought in the courts of that State.

INSURANCE. During the term of this Agreement, CWA agrees to maintain insurance coverage for general and professional liability. Upon request of the client, CWA will provide a certification of coverage, which documents the existence of insurance.

LIMITATION OF LIABILITY. In recognition of the relative risks and benefits of the project to both the Client and CWA, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of CWA to the client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of CWA to the Client shall not exceed \$25,000 or CWA's total fee for services rendered on this project. It is intended that this limitation applies to all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Should the Client desire greater liability limits for the Project, the Client shall request such additional insurance prior to entering into this Agreement and CWA will provide a cost quote for the additional insurance, based on the Client's requirements.

OWNERSHIP OF INSTRUMENTS OF SERVICE. All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the CWA, as instruments of service shall remain the property of CWA. CWA shall retain all common law, statutory and other reserved rights, including the copyright thereto.

OWNER-PROVIDED DOCUMENTS. The Owner agrees to provide all necessary documents and information required for the Architect to perform the services outlined in this Agreement. The Owner warrants that all documents, information, and other materials provided to the Architect (collectively, "Owner-Provided Documents") do not infringe upon any third-party copyrights, trademarks, patents, or other intellectual property rights.

ARCHITECT'S RELIANCE. The Architect shall rely on the Owner-Provided Documents to complete the services specified in this Agreement. The Architect is not responsible for verifying the ownership or copyright status of the Owner-Provided Documents. The Architect will use the Owner-Provided Documents solely for the purpose of performing the services outlined in this Agreement.

INDEMNIFICATION BY OWNER. The Owner agrees to indemnify, defend, and hold harmless the Architect, its employees, agents, and consultants from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- (a) Any claim that the Owner-Provided Documents infringe upon any copyright, trademark, patent, or other intellectual property right of any third party
- (b) Any inaccuracy or defect in the Owner-Provided Documents that affects the Architect's performance of the services.
- (c) Any misrepresentation or breach of warranty made by the Owner regarding the Owner-Provided Documents.

NOTICE OF CLAIM. The Architect shall promptly notify the Owner in writing of any claim, demand, or lawsuit brought against the Architect that is subject to the indemnification provisions of this Agreement. The Owner shall have the right to assume the defense of any such claim, demand, or lawsuit, with counsel reasonably satisfactory to the Architect.

COOPERATION. The Architect agrees to cooperate fully with the Owner in the defense of any claim, demand, or lawsuit that is subject to the indemnification provisions of this Agreement. The Architect may, at its own expense, participate in the defense of any such claim, demand, or lawsuit, provided that such participation shall not relieve the Owner of its obligations under this Agreement.

SURVIVAL OF INDEMNIFICATION. The indemnification obligations of the Owner under this Agreement shall survive the termination or expiration of this Agreement.

STANDARD OF CARE. In providing services under this Agreement, CWA will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to CWA and by mutual agreement between the parties, CWA will, without additional compensation, correct those services not meeting such a standard.

TERMINATION. Either the Client or CWA may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar day's prior written notice. The Client shall, within thirty (30) calendar days of termination, pay CWA for all services rendered and all costs incurred up to the date of termination plus reasonable termination expenses, in accordance with the provisions of this contract.

WORK IN PROGRESS. It is agreed and understood that any work performed by CWA shall not be deemed complete, nor may it be relied upon as complete, until deliver of the written, sealed and signed product. Prior to final completion, any information generated by CWA in the performance of their service, whether in the form of survey stakes and monuments in the field, or plans, plats, reports or other work items (whether provided in written, electronic, or other format) shall all be considered as preliminary work in progress and subject to revision. CWA cannot guarantee the suitability of this information for any party's purposes and shall have no liability or responsibility whatsoever for the use of such preliminary information by the Client or others.

CHANGES. In the event of that the Client changes the scope of the work, an error in Client provided information, change in law, differing site conditions or an event of force majeure, CWA shall be entitled to an equitable adjustment in the contract price and schedule.

ASSIGNMENT. Neither party of this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by CWA shall not be considered an assignment for the purposes of this Agreement.

BETTERMENT. If a required item or component of the project should be omitted from construction documents, CWA shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will CWA be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the project.



2026 Rate Schedule

<u>TITLE</u>	<u>RATE</u>
PRINCIPAL	\$245.00
ENGINEER V	\$220.00
ENGINEER IV	\$205.00
ENGINEER III	\$195.00
ENGINEER II	\$180.00
ENGINEER I	\$165.00
WATER QUALITY SCIENTIST III/GEOLOGIST III	\$190.00
WATER QUALITY SCIENTIST II/GEOLOGIST II	\$155.00
WATER QUALITY SCIENTIST I/GEOLOGIST I	\$105.00
PROJECT SCIENTIST III	\$180.00
INVESTIGATIVE ENGINEER III	\$295.00
INVESTIGATIVE ENGINEER II	\$265.00
INVESTIGATIVE ENGINEER I	\$235.00
TECHNICIAN VI/SURVEYOR III	\$185.00
TECHNICIAN V/SURVEYOR II	\$165.00
TECHNICIAN IV/SURVEYOR I/SENIOR PROJECT MANAGER/GIS II	\$145.00
TECHNICIAN III/ PROJECT MANAGER I/GIS I	\$130.00
TECHNICIAN II	\$110.00
TECHNICIAN I	\$80.00
TECHNICIAN	\$60.00
SURVEY CREW (1 MAN)	\$180.00
SURVEY CREW (2 MEN)	\$225.00
SURVEY CREW (3 MEN)	\$250.00
INVESTIGATOR IV	\$165.00
INVESTIGATOR III	\$150.00
INVESTIGATOR II	\$130.00
INVESTIGATOR I	\$110.00
EXPERT TESTIMONY III	\$485.00
EXPERT TESTIMONY II	\$405.00
EXPERT TESTIMONY I	\$320.00
DRILL RIG CREW (2 MEN)	\$210.00
DRILL RIG CREW WITH GROUTER (2 MEN)	\$235.00
GPS RECEIVERS/DRONE (PER UNIT) PER DAY	\$210.00
TRAFFIC COUNTERS (PER UNIT) PER DAY	\$235.00
ATV (PER UNIT) PER DAY	\$165.00
MILEAGE	IRS Rate
EXPENSES (Lodging, Meals, Printing, Research, & etc.)	Actual Cost

3312 LeMone Industrial Blvd
Columbia, MO 65201
573-875-8799

410 SE 3rd St., Suite 103C
Lee's Summit, MO 64063
816-895-2310

63 Blair Avenue
Camdenton, MO 65020
573-875-8799

30601 Highway 5
Marceline, MO 64658
660-376-2941

GEOTECHNICAL & CONSTRUCTION OBSERVATION & TESTING SERVICES

SUBSURFACE EXPLORATION

Mobilization of Truck Mounted Drill Rig and 2-Man Crew	\$160/hour
Mobilization of ATV Mounted Drill Rig and 2-Man Crew	\$3.00/mile
Mobilization of Water Truck or Support Vehicle	\$1.25/mile
Drilling and Sampling Using Thin-walled Tubes and/or Split Barrel Samplers in Soil & NX Coring in Rock (Truck Mounted Drill and 2-Man Crew)	\$160/hour
Drilling and Sampling Using Thin-walled Tubes and/or Split Barrel Samplers in Soil & NX Coring in Rock (ATV Mounted Drill and 2-Man Crew)	Actual Cost
ATV Mounted Drill Rig Surcharge (if any)	Actual Cost
Specialized In-Situ Tests	On Request
Subcontractors, Rentals, Supplies and Dozer Assistance	Actual Cost
For Actual Cost of Subcontracted Items	See Attached

LABORATORY TESTING SERVICES

Price per Test

Moisture Content	\$10.00
Dry Unit Weight	\$18.00
Unconfined Compressive Strength	\$75.00
Sample Preparation (extruding shelly tube, saving samples for future tests)	\$60.00/hr
Calibrated Penetrometer Test	\$5.00
Visual Soil Classification	\$4.00
Atterberg Limits (3 Pt. Liquid Limit)	\$120.00
Sieve Analysis (with wet wash over No. 200 sieve)	\$100.00
Hydrometer Analysis	\$120.00
Combined Grain Size Analysis (sieve and hydrometer)	\$220.00
Crumb Test for Dispersion	\$70.00
Swell Potential (1 surcharge pressure)	\$225.00
Swell Potential and Swell Pressure	\$350.00
Consolidation Test with e log p Curve	\$600.00
Standard Proctor Test	\$215.00
Modified Proctor Test	\$275.00
Laboratory CBR Test (per specimen)	\$250.00
Concrete Compressive Strength Tests	\$25.00
Capping or Trimming Irregular Ends of Concrete Cylinders	\$12.00/ea
Concrete Flexural Strength Tests	\$55.00
Other Specialized Tests (Triaxial Shear, Hydraulic Conductivity, etc)	Actual Cost

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A REDEVELOPMENT AGREEMENT FOR ROOF REPAIR PROJECT FOR LINCOLN HUBBARD BUILDING.

WHEREAS, the City of Sedalia, Missouri has received a proposal from MACO Management Company, Inc, a Missouri corporation; and Sedalia Housing Associates, LP, a Missouri limited partnership, regarding roof repair project at 711 North Osage, Sedalia, Missouri; and

WHEREAS, under the attached agreement, the City of Sedalia, Missouri, shall pay the sum and amount not to Exceed Sixty-Five Thousand Dollars (\$65,000.00) to MACO Management Company, Inc, a Missouri corporation; and Sedalia Housing Associates, LP, a Missouri limited partnership for said project 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, MACO Management Company, Inc, a Missouri corporation, and Sedalia Housing Associates, LP, a Missouri limited partnership as the agreement has been proposed.

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

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

Section 4. This ordinance shall be in full force and effect from and after its passage and approval. Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 8th day of September 2026.

Presiding Officer of the Council

Approved by the Mayor of said City this 8th day of September 2026.

Traves Williams, Mayor

ATTEST:

Jason S. Myers, MRCC, City Clerk

Redevelopment Agreement

THIS REDEVELOPMENT AGREEMENT ("Redevelopment Agreement") is made this _____ day of _____, 2026, between the City of Sedalia, a Missouri political subdivision of the third class (the "**City**"); and MACO Management Co., Inc., a Missouri corporation; and Sedalia Housing Associates, LP, a Missouri limited partnership (collectively, the "**Owner**") regarding 711 N. Osage, Sedalia, MO 65301 ("**Redevelopment Project Property**"). City and Owner may hereinafter collectively be referred to as "**Parties**".

Unless otherwise defined in this Redevelopment Agreement, all capitalized terms shall have the meaning assigned in the Development Plan.

RECITALS

WHEREAS, the City Council of the City of Sedalia (the "**City**") has: (i) enacted into law Ordinance No. _____, finding the Redevelopment Area to be blighted within the meaning of Section 353.020(2) of the Urban Redevelopment Corporations Law, approving the Midtown Residential Area Development Plan ("Development Plan"), and approving the Redevelopment Area; and (ii) determined that the revitalization and redevelopment provided for therein are necessary for the public welfare and is in the public interest, and that correction of some of the conditions in the Redevelopment Area, through the use of tax abatement, would stimulate private development in the area; and

WHEREAS, the Owner desires to redevelop, rehabilitate, and revitalize certain property within the Redevelopment Area, as described herein, and has applied to receive reimbursement of certain costs in accordance with the Development Plan;

WHEREAS, the Board of Directors of the Sedalia Redevelopment Corporation ("**Board**") has reviewed the Owner's application and have recommended that the City Council approve reimbursement of costs for the proposed Improvements to the Redevelopment Project Property; and

WHEREAS, the City Council, by Resolution No. _____, approved reimbursement of costs for the proposed Improvements to the Redevelopment Project Property, subject to an agreement between the City and the Owner regarding the reimbursement.

NOW, THEREFORE, for and in consideration of the above recitals, the mutual promises, covenants, undertakings and understanding hereinafter set forth, and other good valuable consideration, City and Owner agree that:

1. Representations and Duties of Owner. Owner represents the following and agrees with the following duties:
 - a. Owner is not delinquent in payment of any taxes related to the Redevelopment Project Property and has obtained any required business licenses or permits from the City of Sedalia related to the Redevelopment Project Property. Owner shall pay any and all taxes and fees assessed against the Redevelopment Project Property. There are no outstanding City

of Sedalia Code of Ordinance violations in relation to the Redevelopment Project Property. If any Code of Ordinance violations are discovered, the Owner shall promptly abate the violation.

- b. Owner understands and agrees that no tax abatement is offered through this Redevelopment Agreement. Owner understands and agrees that no tax abatement shall be granted to the Redevelopment Project Property without compliance with Chapter 353, RSMo.
- c. Owner understands and agrees that this Redevelopment Agreement does not relieve Owner from obtaining all necessary permits, approvals, and authorizations from the City or other applicable authorities to complete the Improvements. Owner understands and agrees that the Improvements and Redevelopment Project Property shall be completed and maintained in accordance with this Redevelopment Agreement, the Development Plan, City Code, State law, and any other applicable laws or regulations.

2. Improvements to Redevelopment Project. Owner holds title to the real property described on Exhibit A attached hereto and incorporated herein (the "**Redevelopment Project**" or "**Redevelopment Project Property**"), which the Owner will redevelop and rehabilitate by completing the Improvements described on Exhibit B, which is attached hereto and incorporated herein by reference (the "**Improvements**").

- a. Blight. The Owner shall remove and remediate all blighting conditions from the Redevelopment Project Property.
- b. Time for Completion. The Owner shall commence or direct the commencement of work on the Improvements within sixty (60) days following the mutual execution of this Redevelopment Agreement. Except as provided in this Redevelopment Agreement, the Owner shall complete or cause to be completed all of the Improvements within the time frame established on Exhibit B. All work on the Improvements must be performed with reasonable diligence; therefore, work may not cease for more than fifteen (15) consecutive days. The Owner may submit to the City a request to extend the time for completion of the Improvements pursuant to the process described herein.
- c. Completion of Improvements. The Improvements shall be completed in accordance with Exhibit B. The Owner shall make or cause to be made all Improvements in a workmanlike manner and in accordance with all applicable laws, codes, and regulations. The Owner shall obtain or shall cause to be obtained all licenses, permits or other approvals required by any governmental authorities to complete the Improvements. Applicable guidelines are attached hereto as Exhibit C and incorporated into this Redevelopment Agreement. The Owner shall provide the City with any documentation necessary to prove the amount invested in the Redevelopment Project Property.

- d. Preliminary Inspection. The Owner shall arrange for a preliminary inspection to be conducted, and inspection documents and photographs of the proposed project area. The preliminary inspection need cover only the Improvements desired by the Owner and shall be completed at the expense of the Owner. The Owner shall use a reliable, third-party, certified building inspector for all inspections.
- e. Final Inspection. Upon the completion of the Improvements, the Owner shall arrange for final inspection of the Redevelopment Project Property by a third-party, certified building inspector, who may certify completion of the Improvements. It is recommended that the Owner uses the same inspector who completed the preliminary inspection, but it is not required. The Owner shall submit to the City copies of all paid invoices and receipts and permits issued by the City's Community Development Department. The Owner also shall furnish all records, contracts, bills, inspection documents, and other documents relating to the Redevelopment Project Property and any Improvements that the City reasonably requests for consideration of the reimbursement described herein. The City reserves the right to ask the Owner to seek additional inspections at the Owner's expense if the City determines that the inspection documents provided by the Owner are not sufficient for consideration of the reimbursement described herein. The Owner shall use a reliable, third-party, certified building inspector for all inspections.
- f. Modification of Improvements. If the Owner desires to make a substantial modification to the Improvements as described in Exhibit B, the Owner shall request the modification in writing, explaining the reason for the modification and the estimated costs related thereto. A modification is "substantial" if it: (i) requires any permits or approvals from the City or other governmental authority that are not related to the Improvements as described in Exhibit B; (ii) changes the physical appearance of Redevelopment Project Property as approved in this Redevelopment Agreement; or (iii) changes the cost of completing the Improvements approved in this Redevelopment Agreement by ten percent (10%), except that modifications that result in a change in cost of completing the Improvements of \$500 or less shall not be considered "substantial," unless the modification satisfies one of the other characteristics of "substantial" set forth in this subsection. The Owner shall not proceed with any modifications to the Improvements until the City has, in its sole discretion, approved the modifications.
- g. Extension of Time for Completion. The Owner may submit to the City a request to extend the time for completion of the Improvements. Such request shall be in writing and shall state, at a minimum: (i) the reason for the extension; (ii) the Improvements that remain to be completed; and (iii) the proposed length of time needed to complete the Improvements. Upon review of the Owner's request for extension of time, the City, in cases of

undue hardship, may extend the date of completion of the Improvements. The Owner shall not request, and the City shall not grant, an extension of time that is longer than one (1) year.

3. Reimbursement. Upon the completion of the Improvements as provided herein, the Owner may request reimbursement from the City. Upon receipt of such request, the City shall reimburse the Owner the actual costs incurred for the Improvements, in an amount not to exceed \$65,000, subject to the requirements of this Redevelopment Agreement. The Owner may be reimbursed for the costs included in Exhibit B only. The City shall reimburse the Owner only to the extent that the costs of the Improvements are proved to have been incurred and paid for by the Owner for the Improvements, in the City's sole discretion. The Owner shall submit with the request for reimbursement all total, actual projects costs and supporting documentation, including copies of invoices, proof of payment, canceled checks, receipts, lien waivers, and any other supporting documentation as the City shall require, in the City's sole discretion. No interest shall be reimbursed.
4. Public Purpose. The reimbursement provided under the Development Plan and this Redevelopment Agreement applicable to the Redevelopment Project Property is made in recognition of the public purpose in removing and remediating blight within the Redevelopment Area and of the public purpose in providing 39 affordable housing units to seniors. In the event that the Redevelopment Project Property maintains any blighting conditions or no longer offers 39 affordable housing units to seniors, the City reserves the right to require the Owners to repay to the City the amount reimbursed under this Redevelopment Agreement.
5. Breach; Failure to Comply.
 - a. Prior to Completion of Improvements. In the event the Owner fails to commence or to continue work on the Improvements in accordance with this Redevelopment Agreement, the City shall provide written notice to the Owner of such failure. The Owner shall have five (5) business days after receipt of notice to cure such failure.
 - b. After Completion of Improvements. In the event the Owner fails to abide by the requirements of this Redevelopment Agreement after completion of the Improvements, the City shall provide written notice to the Owner of such failure. The Owner shall have thirty (30) days after receipt of notice to cure such failure.
 - c. Termination of Redevelopment Agreement. In the event the Owner continues in such failure to comply, the City may declare the Owner in breach and terminate this Redevelopment Agreement or enforce the provisions of this Redevelopment Agreement regarding repayment of the reimbursement provided herein.

6. Excusable Delays. The Parties understand and agree that neither Party shall be deemed to be in default of this Redevelopment Agreement because of Excusable Delays. “**Excusable Delay**” means any delay beyond the reasonable control of the Party affected, caused by damage or destruction by fire or other casualty, strike, shortage of materials, unavailability of labor, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or abnormal duration, tornadoes, and any other events or conditions, interfering with the redevelopment, rehabilitation, and revitalization of the Redevelopment Project Property through the completion of all or any portion of the Improvements, which in fact prevents the Party so affected from discharging its respective obligations hereunder.
7. Legal and Tax Implications. The Owner acknowledges and represents that 1) neither the City, nor any City officials, employees, consultants, attorneys, or other agents have provided to the Owner any advice regarding the federal, state, or local legal or tax implications or consequences of this Agreement and the transactions contemplated hereby, and 2) the Owner is relying solely upon its own tax or legal advisors, if any, in this regard.
8. Notice. Whenever written notice is called for herein to be given or is otherwise given pursuant hereto, it shall be personally delivered or sent by U.S. Mail, addressed as follows:

if to City:

City of Sedalia
Attn: City Administrator
200 S. Osage Avenue
Sedalia, Missouri 65301

if to Owner:

MACO Management Co., Inc.
1708 N. Douglass Street
Malden, Missouri 63863

And

Sedalia Housing Associates, LP
711 N. Osage Avenue
Sedalia, Missouri 65301

Notices sent in accordance with this Section shall be deemed received on the third day after mailing.

9. Indemnification. The Owner shall hold harmless and indemnify the City, the Sedalia Redevelopment Corporation, and the officials, officers, employees, and agents of both

entities from any liability for injury or damage arising from any casualty to persons or property due to the omission or act of the Owner in connection with the redevelopment, rehabilitation, and revitalization of the Redevelopment Project Property through the completion of the Improvements. The Owner is responsible for compliance with all applicable City codes and State laws and agrees to hold harmless and indemnify the City, the Sedalia Redevelopment Corporation, and the officials, officers, employees, and agents of both entities from and against all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorneys fees, resulting from, arising out of, or in any way connected with the Redevelopment Project Property.

10. Dealings between the Parties. The Parties agree to and shall cooperate and deal with each other in good faith, and shall assist each other whenever possible, appropriate, or necessary in the performance of this Redevelopment Agreement. The Parties agree to take such actions (including adopting additional and further resolutions, rules, regulations or codes) and to make, execute and deliver such further and/or additional documents, agreements, instruments and/or understanding as may be required, necessary or convenient to effectuate fully this Redevelopment Agreement and all of the terms, conditions and provisions hereof and to act reasonably and expeditiously in all performances or understandings required under or by this Redevelopment Agreement.
11. Applicable Laws: The Parties agree that the Owner shall comply with all applicable City codes, ordinances, regulations, and specifications and State and federal laws, regulations, and specifications.
12. Assignment. The Parties shall not assign or subcontract this Redevelopment Agreement without the prior written approval of both Parties.
13. Annual Appropriation. The City reserves the right to not reimburse the Owner under this Redevelopment Agreement in the event that the City Council does not appropriate funds available for use as described in this Redevelopment Agreement.
14. Non-Public Works Contract. Nothing contained in this Redevelopment Agreement shall be construed to make this Redevelopment Agreement a public works contract under applicable laws regarding public work contracts.
15. Missouri Immigration Affidavit. Pursuant to 285.530, RSMo., and prior to receipt of reimbursement, the Owner shall, by sworn affidavit and provision of documentation, affirm enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Owner shall also sign an affidavit affirming that they do not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
16. No Waiver. Any failure by either Party to insist upon or enforce any of their respective rights or duties hereunder shall not constitute a waiver, nor shall a failure to insist upon or enforce any rights preclude either Party from insisting upon or enforcing any of their

respective rights or duties during the remaining term of this Redevelopment Agreement.

17. Governing Law. This Redevelopment Agreement shall be governed by and construed in accordance with the domestic laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Missouri.
18. Severability. If any one or more of the terms, provisions or conditions of this Redevelopment Agreement shall be declared unconstitutional, invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity of the remaining terms, conditions and provisions contained herein shall in no way be affected, prejudiced, limited or impaired thereby.
19. Interpretation. As used herein, the plural shall include the singular, the singular shall include the plural, and use of any gender shall be applicable to all genders. All terms not otherwise defined herein shall have the same meaning as defined in the Development Plan.
20. Entire Agreement. This Redevelopment Agreement and all Exhibits attached hereto constitute the entire understanding between the Parties and supersede any and all prior agreements or understandings, whether oral or written, pertaining to the subject matter of this Redevelopment Agreement. This Redevelopment Agreement may be amended only by the mutual consent of the Parties, and by the execution of an amendment by the Parties or their respective successors in interest.

[END OF DOCUMENT]

IN WITNESS WHEREOF, the Parties have set their hands the date and year last written below.

MACO MANAGEMENT CO., INC.

By 

Name Sheila Calvert, General Manager

Date 8/13/2026

SEDALIA HOUSING ASSOCIATES, LP

By  _____

Name James K. Maddox, GP

Date 8/13/2026

CITY OF SEDALIA

By _____

Name _____

Date _____

EXHIBIT A

Legal Description of the Redevelopment Project

EXHIBIT A
LEGAL DESCRIPTION

Lots Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15) and Sixteen (16) in Block Eighteen (18) of the Original Plat of Sedalia, Missouri, excepting therefrom the following: Beginning at the Northwest corner of the intersections of Johnson Street and Osage Avenue in the City of Sedalia, Missouri, being a portion of Lot Eleven (11) of Block Eighteen (18) of the Original Plat of Sedalia, Missouri, thence North parallel with the West right-of-way line of Osage Avenue, Twenty-five (25) feet; thence West parallel with the North right-of-way line of Johnson Street, Twenty-five (25) feet, thence South Twenty-five (25) feet parallel with the West right-of-way line of Osage Avenue; thence East parallel with the North right-of-way line of Johnson Street Twenty-five (25) feet to the place of beginning.

TRACT 1: Lot Seventeen (17), Block Eighteen (18), Original Plat of the City of Sedalia, Missouri.

TRACT 2: Lot Eighteen (18), Block eighteen (18), Original Plat of the City of Sedalia, Missouri.

EXHIBIT B

Improvements: as shown on page 2 of this Exhibit B

Total Estimated Cost of Improvements: \$59,700.00

Time for Completion of Improvements

The Improvements shall be completed within one hundred and eighty (180) days after the date work on the Improvements commences in accordance with this Redevelopment Agreement

EXHIBIT C
Program Guidelines



Let's Cross Paths

CHAPTER 353 PROPERTY TAX ABATEMENT MIDTOWN

RESIDENTIAL AREA

PROGRAM GUIDELINES

These Program Guidelines for the Sedalia Chapter 353 Midtown Residential Area establishes procedures for the implementation of the tax abatement portions of the Sedalia Midtown Residential Area Redevelopment Plan approved by City Council by Ordinance No. 11168, on May 18, 2020.

The Midtown Residential Area (MRA) Development Plan (Plan) allows the Sedalia Redevelopment Corporation (SRC) to provide tax abatement of property taxes for properties within the redevelopment area in accordance with the provisions under Chapter 353 of the State Statutes. The Plan provides a method to pass through the SRC to individual property owners partial tax abatements on their properties in return for making improvements that remove the blighted conditions of the property. This document is intended to clarify the procedures and process for the tax abatements, refer to the full redevelopment plan for additional provisions.

Stock in the SRC Corporation is wholly owned by the City of Sedalia and is managed by a board of directors appointed by the Mayor and City Council. The MRA consists almost exclusively of residential properties, some vacant properties previously occupied as residential units, and a few commercial and industrial properties adjacent to Downtown. The MRA contains the City's oldest housing units many of which have fallen into disrepair. Some of the larger single-family units have been split into multi-family structures. Development of some parts of the Area represent relatively dense residential neighborhoods. Some of the neighborhoods (i.e. Victorian Towers) have residences with architecturally significant features. Unit sizes, types of construction, condition, and lot sizes vary. In terms of age, some buildings date from the late 1800's and early 1900's, with a large number developed between 1901 and 1920. No significant number of new housing units have been built after 1950. Also, only a relatively small number of units have had a substantial level of rehabilitation. The more details and boundaries of the MRA is depicted by the Boundary Map included as part of the Development Plan.

Purpose

The purpose of this program is to provide the owners of specific parcels an incentive to rehabilitate their properties, to remove any blighting influences, encourage reinvestment, encourage preservation as appropriate, increase home ownership and improve the value and appearance of neighborhoods. As properties are improved over time and other improvements are made in accordance with the redevelopment plan, the redevelopment area is revitalized. ***In order to receive a tax abatement, all exterior blight must be removed or abated prior to an abatement of taxes. Failure to maintain a blight-free property will result in a loss of the tax abatement.***

Description of Program

The program is intended to preserve and enhance the homes within the neighborhoods included in the

MRA and thereby enhance the neighborhoods they're included in. The Victorian Towers historic neighborhood has been identified as a local historic district and will require adherence to specific design guidelines and approval steps previously identified through adopted Historic District Design Guidelines. Other neighborhoods not identified as a Historic District do not have specific guidelines but are required to follow eligible and non-eligible improvement guidelines contained herein in order to participate in the tax abatement program. See Attachment A for a list of improvements.

Chapter 353 tax abatement program provides that, once a property is transferred through a redevelopment corporation, the real property shall not be subject to assessment or payment of general ad valorem taxes for a period not to exceed ten (10) years except on the basis of the assessed value of the land, exclusive of improvements, during the calendar year prior to the year in which the SRC acquired title to the property. With Council approval, the SRC can pass through the tax abatement to the owner upon transfer of title. *Thus, under a standard 353 project, the property owner is only paying taxes on the value of the land up to the first ten years of abatement.*

In addition, Missouri law allows for 50% abatement on the whole value of the property for up to the next fifteen (15) years. *Thus, under a 353 project, the property owner may only be paying a portion of the real estate taxes for up to twenty five years after the rehabilitation to help offset the costs of such rehabilitation.*

The abatement period will cease once the project cost have been reimbursed or the approved number of years of abatement has expired.

Eligible Properties

In order to qualify for tax abatement the property must fall within the MRA boundaries. In addition, properties that meet the following conditions will be excluded from the tax abatement program so long as these conditions exist:

- Properties that have been issued a notice from law enforcement regarding illegal activity on the property pursuant to Section 36-96 of the City's Code of Ordinances within the last six (6) months or if the owner is / was not cooperative with the order, so long as such owner still owns the property.
- Properties which have property maintenance code compliance citations outstanding. Also, properties owned by common ownership where other property maintenance code compliance citations are outstanding.
- Blight on all properties with common ownership interests must be eliminated for any such property to qualify.
- Properties with delinquent property tax assessments, including special assessments of the City of Sedalia.

Minimum Project Improvements Required

- A. Base Improvement Value - In order to qualify for the 353 tax abatement, there is a minimum project improvement value that must be met. The "Base Improvement Value" minimum requirement for the improvements shall be the value of not less than the Net Present Value @6.5 percent of the taxes abated over a ten year abatement period based on the current assessed value (with an assumed annual increase in value of 0.5 percent), but *not less than \$3,500 for the eligible improvements on the existing structure(s) on the property.* Net present value is utilized because it demonstrates the future value of an investment over time.

Certain improvement costs do not qualify for abatement (described below under Ineligible Improvements).

Project Costs includes the entire cost of the project (construction, materials, architectural and engineering costs, fees, permits) excluding ineligible improvements. Construction Costs includes materials and labor excluding architectural and engineering costs, fees, permits, and financing costs.

B. Base Project Improvements - The minimum improvements required for all construction receiving tax abatement must comply with the following and will count towards the Base Improvement Value:

- All construction must conform to City codes. Any existing code violation shall be brought into compliance by the end of construction of the project.
- To improve thermal efficiency of a dwelling, all doors and windows must be weather-stripped to reduce infiltration of air when existing is inadequate or nonexistent. All openings, cracks or joints must be caulked or sealed.
- All broken windows/window panes and doors must be replaced.
- Each project must be provided with a minimum of one approved, listed, labeled and operational smoke detector per bedroom and one on each floor. Carbon Monoxide Detectors must be installed on each floor if any fuel burning appliances or attached garage is present.
- Any sidewalk in front or alongside of a house or lot shall be in good repair. Any portion of a sidewalk that is not in good repair must be replaced. New or replacement sidewalks shall match the materials and width of sidewalks on adjacent properties and be constructed to the construction standards of the City of Sedalia. The applicant may contact the Public Works Department of the City of Sedalia for an inspection of sidewalks at any time. Applicants should be aware that sidewalks might become damaged over time or as a result of extensive home rehabilitation or construction activities. Applicants may want to be certain that the contractors they choose to do their rehabilitation work will guarantee that they will repair sidewalks that they damage, otherwise the applicant will be responsible for repairing a sidewalk damaged by the contractor.
- Existing retaining walls must be in good condition and restored to maintain structural integrity.
- Turf and/or planted beds are required in the front and back yards. Plantings shall not be overgrown.
- Electrical service must be provided to each dwelling unit. Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacle and light outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the City will require the defects to be corrected to eliminate the hazard, as well as, to satisfy the current electrical utility (Evergy) requirements.

Eligible Improvements

- A. General Improvements - Any repair is acceptable in the Base Project Improvements requirement that may affect the health and safety of the occupants. Minor or cosmetic repairs by themselves, however, are not included as a part of the Base project. Examples of eligible improvements are listed below. This is not inclusive and only lists the types of work that may be done. The Base Project Improvements, specifies the improvements that must be done for a property to receive tax abatement. The following improvements may apply toward the Base Project Value. A more complete list can be found in Attachment A.
- Structural alterations and reconstruction including additions, chimney repair, finish

basements.

- Masonry work including tuck pointing existing masonry
- Elimination of lead based paint and asbestos removal on homes built prior to 1978
- Changes for aesthetic appeal and elimination of obsolescence (i.e. new exterior finishes, new porch and/or decks)
- Replacement of plumbing, furnace replacement, air conditioning including replacement of window units with central systems, new plumbing fixtures.
- Handicapped accessibility improvements
- Roof replacement/repair, gutters and downspouts
- Window and door replacement/repair
- Flooring, tiling, carpeting, painting (interior and exterior)
- Energy conservation improvements. Solar panels should be mounted flush with the roof on a secondary facade.
- Demolition
- Major landscaping, drainage improvements to preserve the property from erosion and/or fixing drainage problems, and fencing.
- Labor and materials.

Wherever a property is located within the Chapter 353 Residential Area, there are items that, while they may be allowed, may or may not be eligible for Chapter 353 tax abatement. Refer to Attachment A for a listing.

- B. **Local Historic District Properties** - Properties located within Local historic districts must follow the Historic District Design Guidelines. If a property owner within a local historic district removes any aluminum or synthetic siding and restores with a wood/wood based product (as required within the Historic District Design Guidelines), the property could qualify for additional tax abatement beyond the initial ten (10) years based on 50% of the then current full value of the property. This extension is available only if the cost of the historic district improvement is not repaid within the initial ten (10) year tax abatement period and/or for the length of time necessary to recoup the cost of the historic district improvement. Properties within local historic districts must have exterior work approved by the Sedalia Historic Preservation Commission (SHPC).
- C. **Properties Outside Local Historic Districts** - If a property located outside of the local historic districts opts to comply with the adopted Historic District Design Guidelines, the property could qualify for additional of tax abatement beyond the initial ten (10) years based on 50% of the then current full value of the property. This extension is available only if the cost of the historic district improvement is not repaid within the initial ten (10) year tax abatement period and/or for the length of time necessary to recoup the cost of the historic district improvement.
- D. **Conversion to home ownership** - Tax abatement is not intended for the conversion to additional rental units. The use of tax abatement shall not be utilized for the purpose of converting owner-occupied dwelling units to rental units or for the purpose of further subdivision of rental properties into a larger number of units. However, tax abatement may be used for the conversion of rental units to owner occupancy and/or for the purpose of reducing the number of rental units within a previously converted structure.

Ineligible Improvements

Although conventional improvements are encouraged within the neighborhoods, there are certain

improvements that cannot be applied towards a tax abatement calculation. These ineligible improvements are included in Attachment A.

Program Implementation

This describes a typical step-by-step application/approval process for parcel specific tax abatement.

1. The applicant is required to attend a preliminary/orientation meeting. At this time, applicants will receive the tax abatement policies and guidelines and a copy of the property evaluation form.
 - a. To begin the process, the applicant should bring
 - current pictures of the site and existing structures (interior and exterior),
 - most current real estate tax statement, and
 - a completed property evaluation form if applicant has completed form.
2. The applicant must identify all elected projects, complete the property evaluation form, and obtain drawings, if necessary, prior to arrival of the inspector.
3. An inspector, utilized by the SRC will examine and review the property to identify needed improvements. The inspector will provide the owner of the property with a copy of the required improvements. The applicant will be responsible for getting estimate of costs, and any required permits. City staff will review evaluation forms to verify that the items requiring building permits are indicated.
4. SHPC (Sedalia Historic Preservation Commission) shall review all applications for properties within any designated historic district or any properties registered as historically significant to determine SHPC guidelines are met.
5. Upon satisfactory completion of the application review, and a determination that the proposed project would be in compliance with the parcel specific tax abatement guidelines, a proposed commitment for tax abatement is issued in the form of a Memorandum of Understanding (MOU) by the SRC. For minimum interior and exterior property standards, properties receiving tax abatement must meet and be maintained in compliance with the minimum standards, codes and ordinance of the City. Non-compliance may result in loss of tax abatement.
 - a. Property owner to submit processing fee. Fee will be negotiated on a case by case basis to cover the costs of processing the tax abatement application.
 - b. SRC with the assistance of City staff, shall then prepare impact statements on the ad valorem taxes the proposed tax abatement would have on each affected taxing jurisdiction. The impact statements shall then be mailed certified return receipt requested to each affected taxing jurisdiction. Impact statements shall also include notice of a public hearing to be held in front of the City Council no less than fifteen (15) days and no more than thirty (30) days after mailing of the notice.
 - c. Notice of the public hearing shall also be published in the Sedalia Democrat no less than fifteen (15) days and no more than thirty (30) days prior to the hearing.
 - d. Upon conclusion of the hearing, City Council may consider adoption of an ordinance approving the terms of the memorandum of understanding, including the tax abatement provisions.
 - e. Upon approval by the City Council of Sedalia, the memorandum of understanding will be executed and a notice to proceed will be issued and construction may commence.
6. The applicant must apply for all required permits through the City
7. Depending on the extent of work to be completed, homeowners are through the MOU provided a specific amount of time in which to accomplish substantial rehabilitation. As a general rule, no more than a total period of up to one (1) year for full compliance is allowed for substantial

rehabilitation.

8. Property owners failing to complete required improvements within the time frame specified in the MOU must submit a request for extension to the SRC to maintain the abatement. This request must state the reason for the extension, required improvements that remain to be completed, and proposed time frame for completion. Failure to complete required improvements within the amended date approved by the SRC Board will result in removal from the abatement process.
9. When all work is complete in accordance with the approved architectural exhibits and change orders, the applicant provides copies of paid invoices and approved permits, to indicate that the property is ready for final inspection. A final inspection will be conducted by a City inspector to certify completion and a Certificate of Compliance will be issued.
10. The Sedalia Redevelopment Corporation (SRC) Board of Directors will review and recommend for approval to the City Council each Parcel Specific Tax Abatement Project and the execution of the Missouri Deeds. The owner will deed the property to the Authority and the Authority deeds the property thereafter back to the owner. These deeds provide that the Redevelopment Authority has "ownership" of the parcel for 24 hours so that the Parcel Specific Tax Abatement can "flow through" the authority to the specific parcel of land with City Council approval.
11. Those filings and recording of the respective deeds will be performed by the staff assigned to the Sedalia Redevelopment Corporation.
12. Upon receipt of the Certificate of Compliance and the signed and notarized Missouri Deed, the City will issue a Certificate of Tax Abatement. Copies of these documents are filed with the Pettis County Assessor, Pettis County, Missouri, and the Finance Director, City of Sedalia, Missouri. The term and amount of the tax abatement shall be as approved by SRC and City Council. Abatement runs with the property for the term of the approved abatement, and therefore continues in the event ownership of the property is transferred.
13. The SRC will determine the amount of the base project minimum requirement (The current minimum requirement is \$3,500).
14. The SRC, in cooperation with City staff of the City of Sedalia and, when appropriate the SHPC, reviews applications to determine that:
 - a. Requirements for the base project would be met
 - b. Other requirements relating to minimum property standards, driveways and off-street parking, landscape, etc. would be met.
 - c. All historic district guidelines are met.
 - d. All work items that require a building permit will be noted in the work write-up upon City staff review.
15. The SRC or City Staff may also provide some direction and advice to low and moderate income applicants about the availability of rehabilitation programs in addition to the tax abatement.

Review/Appeals

- A. Review: All completed work will be reviewed by City staff to ensure code compliance and by a representative of the SRC (these may be the same person) to determine compliance with the commitment for tax abatement prior to granting the tax abatement.
- B. Appeals Tax Abatement: Determinations by the SRC regarding the appropriateness of granting of tax abatement may be appealed to the City Council of Sedalia.

Periodic Review

The SRC will conduct on-site inspections and may conduct on-site interior inspections every year after the property has received tax abatement to ensure compliance with the guidelines. Properties receiving tax abatement must also be maintained in compliance with the minimum standards, codes and ordinances of the City. Unresolved code violations or failures to comply with the guidelines may result in repeal of the

tax abatement. The SRC can initiate proceedings to revoke tax abatement anytime code violations or noncompliance with these standards are reported as unresolved. Property owners refusing access to their structure for the purpose of periodic review inspections shall have the property tax abatement rescinded.

ATTACHMENT A

IMPROVEMENT	CLARIFICATION
Base Required Improvements	
Weather-strip, caulk and seal all openings, cracks and joints to reduce air infiltration	
Replace exterior broken windows/window panes and doors	
Installation of smoke detectors and carbon monoxide detectors	Each sleeping area must include at least 1 approved, listed, labeled and operational smoke detector plus each common area and basement. Carbon monoxide detectors installed and operational on each floor.
Insulate all openings in exterior walls where cavity has been exposed in rehab work	
Minimum 1 off-street paved/permeable parking space must be required per unit or in accordance with zoning requirements	Dimensional standards according to City Code. No space shall be within right-of-way; only driveway or alley approaches are permitted. Some properties may need to apply for variance. Applicants are encouraged to consult with public works staff on requirements and potential assistance.
Sidewalk in front or alongside of a house or lot shall be in good repair. If not in good repair the sidewalk must be replaced/reconstructed	Must match the materials and width of sidewalks on adjacent properties and be constructed to standards of the City. Applicants are encouraged to consult with public works staff on requirements and potential assistance.
Any retaining walls must be restored for structural integrity, storm water and erosion control, and aesthetics	Appearance should conform to the surrounding area.
Plantings on property must not be overgrown. Front and side yards must contain appropriate turf and planting beds	Landscaping should complement the surrounding area and enhance storm water management.
Trees shall be properly managed. Any danger to the property or surrounding properties shall be mitigated.	Applicants are encouraged to consult with public works staff, for results of recent tree resource management consulting.
Where it is found that the electrical, mechanical and plumbing system(s) in a structure constitutes a fire and/or other hazard to the occupants or structure, the defects must be corrected to eliminate the hazard	Even by reason of inadequate service, improper fusing, insufficient receptacle and light outlets, improper wiring or installation, deterioration or damage, or for similar reasons.

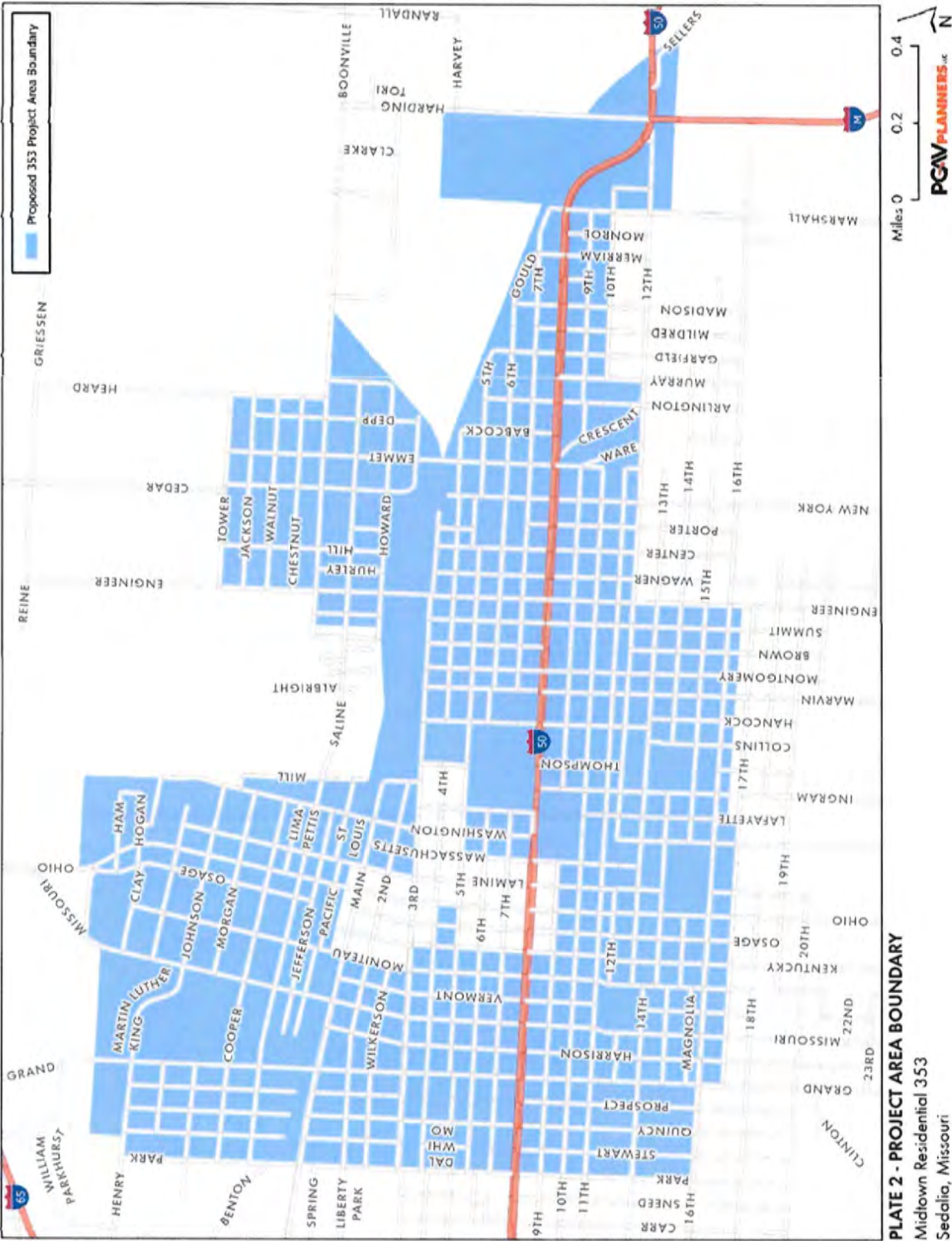
Eligible Improvements that can apply towards base	
Structural alterations and reconstruction including additions, chimney repair, finished basements	
Masonry work	Including tuck pointing of existing masonry
Elimination of lead based paint and asbestos removal on homes built prior to 1978	
Changes for exterior aesthetic appeal and elimination of obsolescence	New exterior- finishes, new porch and/or decks
Installation and/or replacement of interior finishing for aesthetic appeal and elimination of obsolescence	Finishes could include countertops, cabinetry, sinks / tubs / showers including fixtures, flooring, and tile.
Replacement of plumbing, furnace replacement, new central air conditioning, replacement of window units with central systems, new plumbing fixtures	Priority should be given to increasing energy efficiencies.
Handicapped accessibility improvements	
Roof replacement/repair, gutters and downspouts	Downspout/sump pumps must not flow directly into storm sewer/wastewater lines.
Exterior window and door replacement/repair and interior door replacement if associated with room addition/alterations	
Flooring, tiling, carpeting, painting (interior and exterior)	
Energy conservation improvements	Permanent improvements only (excludes appliances such as refrigerators, washer/dryer units / stoves, ovens / dishwashers). Solar panels should be mounted flush with the roof on a secondary facade.
Insulation	
Demolition	If a complete demolition, a replacement home must be compatible with the neighborhood.
Drainage improvements and certain landscaping improvement	Qualified landscaping expenses must show landscaping made to preserve the property from erosion and/or fixing drainage problems. Drainage must not result in runoff onto neighboring properties. Excludes irrigation systems and other landscaping not associated with drainage improvements.
Labor and materials	

Improvements given added consideration for longer tax abatement periods	
Sidewalks and curbs	
Replacement of aluminum and synthetic siding to return to historic building styles	Must be replaced with wood/wood base siding material to qualify for tax abatement program. Must be reviewed by Sedalia Historic Preservation Commission if within designated historic district or on a historically significant designated property (aluminum and/or synthetic siding is allowed on homes not within local historic districts)
Improvements made to properties not within the local historic districts that meet historic district guidelines	Must be reviewed by City Staff or the Sedalia Historic Preservation Commission.

Improvements not eligible for tax abatement	
Removable fixtures	Includes light fixtures, ceiling fans, blinds/window treatments, shelving (non-built-ins), appliances (except as allowed under Eligible Improvements above)
Any improvements completed as a part of an insurance claim or being reimbursed as part of an insurance claim	
Sheds and foundation work to place sheds	
Pools, in-ground and above-ground	
Irrigation systems	
Use of hazardous materials	
Work included to create additional living units within a structure intended to be a single-family home	Existing multitenant buildings cannot increase current number of units, unless zoning designation allows.
Signage	
Value of labor by the property owner for work not requiring a building permit	
Minor landscaping improvements	

Exterior improvements to properties located within the local historic districts or properties designated as historically significant must seek approval through the City's preservation office and/or Sedalia Historic Preservation Commission.

ATTACHMENT B
SEDALIA MIDTOWN REDEVELOPMENT AREA (MRA)





Application for Residential Chapter 353 Tax Abatement

PROPERTY OWNER INFORMATION

Owner(s) Name: _____

Street Address: _____ City/State/Zip: _____

Phone No.: _____ Email: _____

Address of Requested Abatement: _____

DESCRIPTION OF IMPROVEMENTS

Exterior Improvements: Attach itemized bid(s) for work – be as specific as possible Investment Amount: _____

Interior Improvements: Attach itemized bid(s) for work – be as specific as possible Investment Amount: _____

PROJECT DESCRIPTION

Description of Project Timeline:

Estimated Start of Construction Date: _____ Estimated Date of Completion: _____

REQUIRED ATTACHMENTS:

1. Itemized cost of improvements including listing by exterior and interior
2. Current pictures of the site and existing structures
3. Legal Description of property
4. Most current real estate tax statement
5. Proof of property ownership

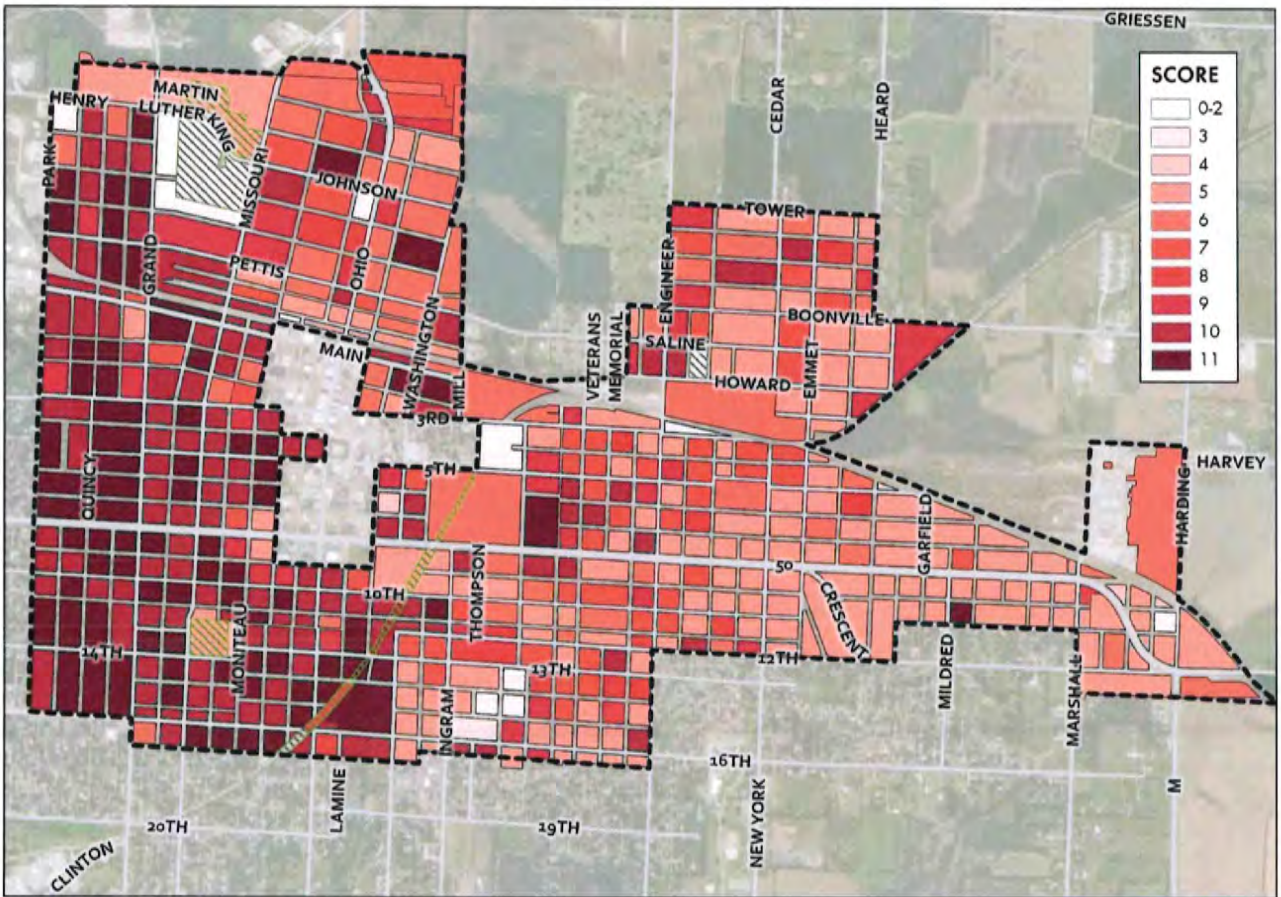


EXHIBIT D - INFILL DEVELOPMENT STRATEGY - MEDIAN SCORE

Midtown Residential 353
Sedalia, Missouri

Midtown 353 Boundary Park

Miles 0 0.17 0.35

PG&V PLANNERS LLC

N

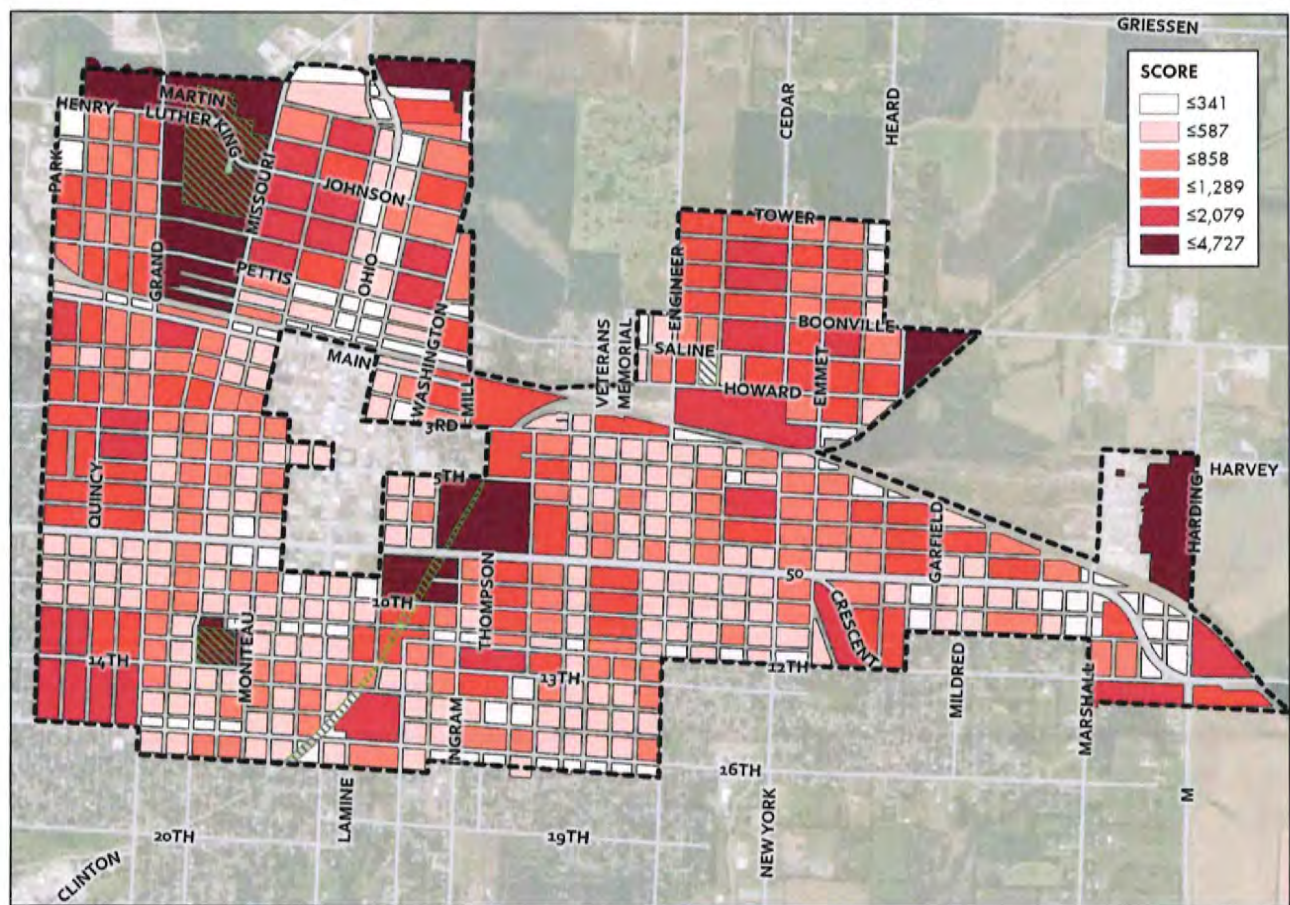


EXHIBIT E - BLOCK REDEVELOPMENT STRATEGY - SUM SCORE

Midtown Residential 353
Sedalia, Missouri

Midtown 353 Boundary Park

Miles 0 0.17 0.35

PG&V PLANNERS uc



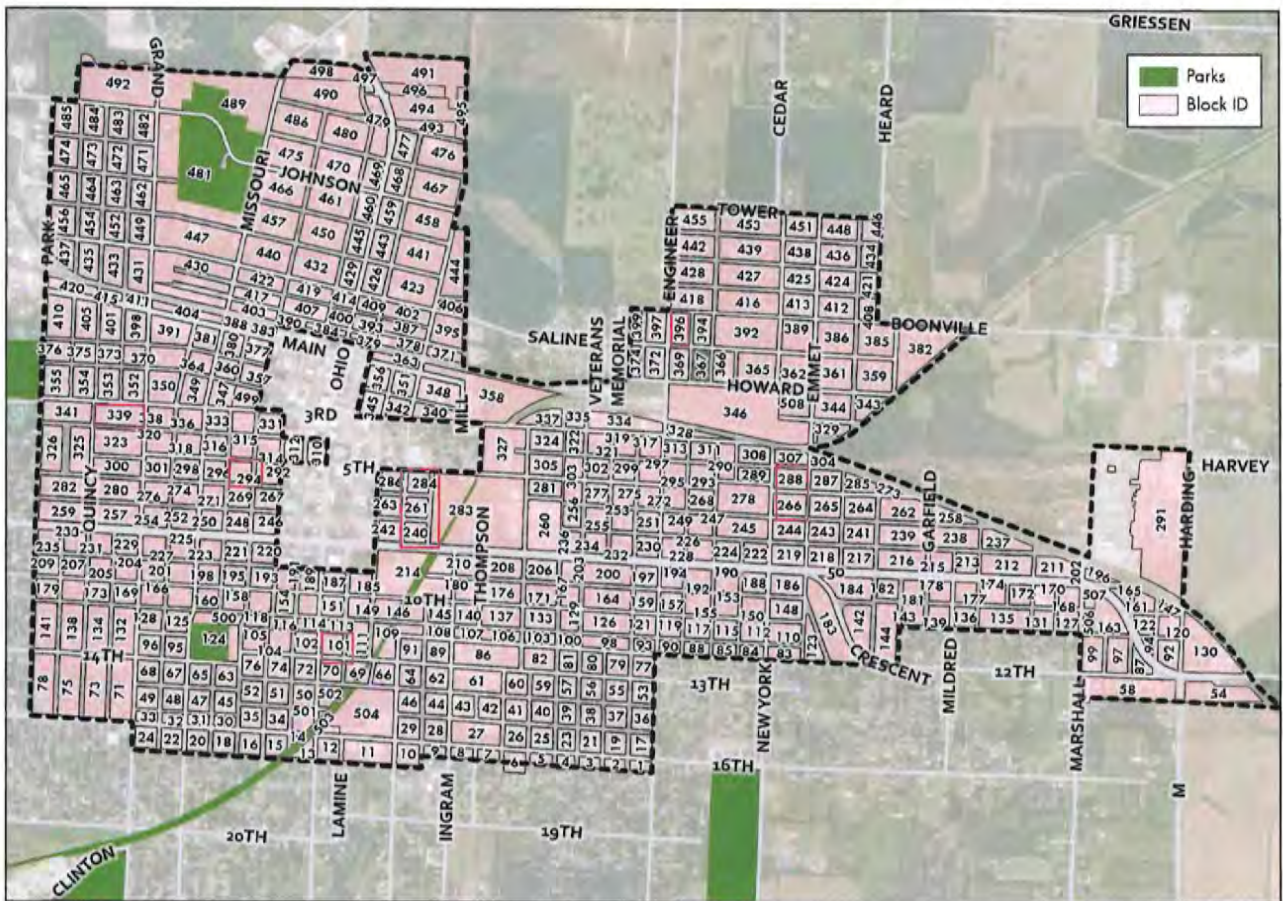


EXHIBIT A - DEVELOPMENT STRATEGY FOR THE MIDTOWN RESIDENTIAL 353 AREA

Midtown Residential 353
Sedalia, Missouri

 Midtown 353 Boundary

Miles 0 0.17 0.35

PCAV PLANNERS inc.



Block	Infill Scores			Block Redevelopment Scores			Streets	From	To	Address	Street	Owner	Owner Occupied	Vacant Lot	Assessed FMV	Gross Living Sq. Ft.	Year Built	
	Range	Sum	Median	Range	Sum	Median												
339	8	1,248	11	10	1,352	12	3rd - 4th	Grand	Quincy	302	Grand	Hartridge Properties LLC	N		83,040	2,078	1900	
										308	Grand	Camer Land Trust	Y		55,840	1,890	1880	
										605	3rd	Hartridge Properties LLC	N		41,390	988	1967	
										815	3rd	Harris, Billy & Sherry	Y		53,410	1,714	1910	
										817	3rd	Guillemminade De Carllose, Abel Cascoal	Y		26,390	1,878	1900	
										819	3rd	Simmons Property Investments LLC	N		25,570	1,029	1915	
										821	3rd	Clark, Walter Wayne & Frances Louise Tr	N		12,960	1,910	1920	
										901	3rd	Cervantes, Jose A	N		79,750	2,726	1900	Builed
										909	3rd	Cardenas, Leticie	N		19,590	1,350	1890	
										915	3rd	City of Sedalia	N	Y				City Owned
										917	3rd	Hunter, Donie & Terri	N		67,340	3,080	1920	
										923	3rd	Busing, Bobby & Lucy	N		14,920	2,240	1915	
										800	4th	Hartford, Brian / Annette Sutherland	Y		14,170	1,892	1915	
										804	4th	Ball, Jessica Marie	N		14,970	1,775	1900	
										812	4th	Mares, Luis Enrique & Maria R Bermudez Mares	Y		11,900	1,309	1900	
										814	4th	Williams, Derek & Bethany	Y		43,470	1,994	1900	
										820	4th	Burton, Jeremiah & Rachel A	Y		91,150	1,280	2003	
										822	4th	Lemus, Miguel & Marcela Rodriguez	N		109,080	1,008	1993	
										900	4th	Rugen, Deborah	Y		26,290	672	1950	
										906	4th	McMullin, Jane	N		29,060	1,226	1900	
										912	4th	Baker, Jeffrey & Brooks Baker	Y		17,610	1,678	1480	
										920	4th	Koehn, Justin & Mindy	N		44,770	912	1880	
288	9	628	7	12	728	9	4th - 5th	New York	Emmet	401	New York	Ball, Jessica	N		22,260	696	1880	
										409	New York	Ball, Jessica	N		14,820	1,051	1909	
										411	New York	City of Sedalia	N	Y				City Owned
										413	New York	Ganeds Home Solutions	N		20,520	880	1917	
										423	New York	W A Crabtree First LLC	N	Y	4,000			
										1615	5th	Moore, Michael	N	Y	2,079			
										1619	5th	City of Sedalia	N	Y				City Owned
										1625	5th	Steck, Christopher Nicholas & Haley	Y		119,310	920	2010	
										1631	5th	Haley, Penita	N	Y	2,079			
										1610	4th	Caldwell, Dustin	Y		15,830	873	1905	
										1612	4th	Jobe, Travis	N		10,570	938	1904	
										1614	4th	City of Sedalia	N	Y				City Owned
										1616	4th	Crabtree, Martin Lee	N		57,590	1,020	1986	
										1624	4th	Rogers, Kathleen M	Y		41,160	784	1950	
266	8	351	5	14	608	9	5th - 6th	New York	Emmet	503	New York	Winchell, Marie & Robert	Y		14,750	854	1890	
										1618	5th	Winchell, Marie & Robert	Y	Y	4,320			
										1620	5th	City of Sedalia	N	Y				City Owned
										1624	5th	Blaha, Charles	N		14,010	910	1890	
										1634	5th	Phillips, Ariene	N		21,460	918	1900	
										1601	6th	Tarasov, Fedor & Anastasia	N		65,080	852	1952	
										1609	6th	Ritco, Gaylon	Y		35,350	1,134	1905	
										1613	6th	Loveland Commercial Rentals	N		36,120	960	1910	
										1617	6th	B & K Three LLC	N		18,210	1,057	1900	
										1621	6th	Richland Properties LLC	N		28,890	952	1910	
										1625	6th	Wright, Randy	Y		62,390	962	1953	

Block	Infill Scores			Block Redevelopment Scores			Streets	From	To	Address	Street	Owner	Owner Occupied	Vacant Lot	Assessed FMV	Gross Living Sq. Ft.	Year Built	
	Range	Sum	Median	Range	Sum	Median												
294	9	480	10	11	555	12	5th - 6th	Manitou	Vermont	403	5th City of Sedalia	N	Y					City Owned
										405	5th Didier, Tony M & E Elaine	Y		72,170	2,172	1885		
										409	5th Melville Enterprises LLC	N		32,190	1,264	1915		
										411	5th Haynes, Burnard L & Latrese Brown	Y		64,320	2,380	1925		
										417	5th Melville Enterprises LLC	N		33,130	956	1925		
										421	5th Rothganger, Jerry K & Caleb Rothganger	Y		47,170	960	1925		
										400	6th W A Crabtree Second LLC	N		77,680	2,642	1900		
										404	6th Home Quality Rentals	N		26,620	1,188	1925		
										408	6th Trump, Leon & Cynthia L	N		33,260	768	1925		
										412	6th Turner, Chelsea J	Y		49,880	1,893	1920		
										420	6th Rebato, Julio /Edwardo	Y		35,520	924	1920		
										422	6th Booth, Britt & Eva M	N		75,480	1,758	1900		
198	8	616	9	13	478	12	Saline - Boonville	Engineer	Hurley	400	Engineer Dougan, Justin C	N		21,170	1,078	1890		
										410	Engineer Poindexter, Preston J	N		8,680	756	1920		
										414	Engineer Richland Properties LLC	N		25,560	876	1920		
										416	Engineer Argenbright, Donna	Y		33,960	1,246	1915		
										420	Engineer Hundley, Larry Dale	N		18,370	886	1915		
										422	Engineer La Favor, Donna J	Y	Y	990				
										424	Engineer La Favor, Donna J	Y		18,360	806	1920		
										120	Boonville Escobar, Janet C	Y		11,280	1,092	1880		
										415	Hurley Smith, Brandon D	Y		12,950	1,008	1895		
										413	Hurley Klein, Timothy W	Y		19,890	924	1910		
										411	Hurley Klein, Timothy W	N		14,200	714	1900		
										409	Hurley Baskins, Montana R	Y		28,290	756	1900		
										407	Hurley City of Sedalia	N	Y				City Owned	
										405	Hurley City of Sedalia	N	Y				City Owned	
										403	Hurley Acosta, Gabriel & Norma	Y		36,820	1,697	1906		
101	10	393	9	10	474	9	12th -13th	Lamine	Ohio	1202	Lamine Fox, Owen A & Vera M Trust	N		79,600	2,134	1900	3 Family Conversion	
										1204	Lamine Home Quality Rentals LLC	N		25,680	979	1900		
										1208	Lamine City of Sedalia	N	Y				City Owned	
										1212	Lamine Johnson, Darrell	N	Y	3,910				
										1216	Lamine Castillo, Lidia & Magno	N		20,240	1,224	1900		
										1220	Lamine City of Sedalia	N	Y				City Owned	
										1221	Ohio Booth, Britt & Eva	N		65,600	3,258	1910	4 Family Conversion	
										1217	Ohio Wahl, Billy Gene	Y		74,670	1,865	1920		
										1215	Ohio City of Sedalia	N	Y				City Owned	
										1211	Ohio De Bates, Barbara S	Y		45,700	1,784	1910		
										1207	Ohio Vygzov, Nikolay & Lyubov M	Y		59,560	1,208	1915		
										1201	Ohio Lutjen, Judy A	Y		50,430	1,575	1920		

Block	Infill Scores			Block Redevelopment Scores			Streets	From	To	Address	Street	Owner	Owner Occupied	Vacant Lot	Assessed FMV	Gross Living Sq. Ft.	Year Built	
	Range	Sum	Median	Range	Sum	Median												
240	9	421	10	9	587	13 Lafayette	Broadway	7th	711 Lafayette	Booth, Britt	N				40,050	916	1925	Oversized Lot
									707 Lafayette	City of Sedalia	N	Y					City Owned	
									701 Lafayette	Booth, Britt	N			47,180	2,382	1890	2 family conversion	
261	9	527	10	9	650	12 Lafayette		7th	6th	675 Lafayette	Hartley, Donald	Y			15,970	1,144	1900	
										633 Lafayette	Maisel, Ernest V & Yelmi Y	N			37,135	1,188	1900	
										617 Lafayette	Urton, John R & Marsha L	Y			20,030	1,186	1870	
										615 Lafayette	Stevens, George S Sherry	Y			26,196	1,019	1900	
										609 Lafayette	Szost, Michael	Y			36,898	1,024	1875	
										605 Lafayette	Sales, Tommy L & Kathleen	Y			28,290	714	1915	
										601 Lafayette	Sims, Jimmy L & Kathleen	Y	Y		1,560			Neighboring Lot
284	7	362	7	9	563	11 Lafayette	6th	5th	525 Lafayette	Rutsch, Gerald A & Mary Lee	N			37,510	1,104	1900		
									521 Lafayette	Quintero, Maria Del Rosario	N			22,210	1,524	1875		
									519 Lafayette	Kearney, James O & Hazel M.	N			17,900	1,840	1890		
									517 Lafayette	Citizens Against Spouse Abuse	N						Tax Exempt Org	
									500 5th	Dollar, Ronald J & Georgetown	Y			32,370	2,037	1900	2 family conversion????	
508 5th	Jones, Israel	Y			63,040	1,645	1922											
283 Part of	E	4,682	6	12	5,838	3 5th	Lafayette	Katy Trail	512 5th	Gonzalez, Alfredo	Y	Y		2,710			Neighboring Lot	
									520 5th	Gonzalez, Alfredo	Y			40,790	1,370	1900		
									524 5th	Gonzalez, Alfredo	Y	Y		1,550			Neighboring Lot	
									530 5th	Clark, Matt W & Tara G	N			70,960			Retail Store	
												Target Purchase						
												Recent Investment By Owners - Capital Back						

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A QUIT CLAIM DEED FOR THE SALE OF PROPERTY
COMMONLY KNOWN AS 1215 SOUTH OHIO AVENUE FROM THE CITY OF SEDALIA,
MISSOURI TO H&B TURN-KEY SOLUTIONS.**

WHEREAS, The City of Sedalia, Missouri has received a proposal from H&B Turn-Key Solutions to purchase property commonly known as 1215 South Ohio Avenue for the sum and amount of Four Thousand Dollars (\$4,000.00) as contained in the commercial real estate sale agreement and quit claim deed attached hereto and incorporated by reference.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts the commercial real estate sale agreement by and between the City of Sedalia, Missouri and H&B Turn-Key Solutions in substantially the same form and content as the agreement has been proposed.

Section 2. The Council of the City of Sedalia, Missouri, hereby approves the giving of a quit claim deed by the City of Sedalia, Missouri to H&B Turn-Key Solutions for the conveyance of property commonly known as 1215 South Ohio Avenue in substantially the same form and content as proposed.

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 8th day of September, 2026.

Presiding Officer of the Council

Approved by the Mayor of said City this 8th day of September, 2026.

Traves Williams, Mayor

ATTEST:

Jason S. Myers, MRCC
City Clerk

CITY OF SEDALIA, MISSOURI

COMMERCIAL REAL ESTATE SALE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of the _____ day of _____, 2026, by and between, the City of Sedalia, Missouri ("Seller"), a city of the third class duly existing under the laws of the State of Missouri and H&B Turn-Key Solutions ("Buyer"), collectively the "Parties."

WHEREAS, Seller owns real estate property consisting of a vacant lot, the address of which is 1215 South Ohio Avenue, Sedalia, Missouri 65301 described in the Legal Description provided fully in Exhibit A of this Agreement;

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

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

1. The Property

The real property ("Property") consisting of a vacant lot, the address of which is 1215 South Ohio Avenue, Sedalia, Missouri 65301.

Tax Parcel Information (i.e., "Parcel ID" or "Tax Map & Lot"): 152004446005000

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

2. Transaction and Price

- a. Subject to the terms and conditions set forth herein, at the Closing, as defined below, Seller agrees to sell, assign, convey, transfer, and deliver to Buyer, and Buyer agrees to purchase and acquire from Seller, all of the rights, title, and interest that Seller has in and to the Property.
- b. This is an all cash transaction. No loan or financing of any kind is required in order for Buyer to purchase the Property from the Seller.
- c. The purchase price ("Purchase Price") for the Property shall be four thousand dollars (\$4,000.00).

3. Condition of Property

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

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

4. Property to be sold 'As-Is'

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

5. Title

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

6. Closing

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

7. Conveyance

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

8. Seller's Warranties, Representations and Covenants

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

9. Buyer's Warranties, Representations and Covenants

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

10. Seller's Purchase Option

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

11. Conflicts

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

12. Seller's Default

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

13. Buyer's Default

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

14. Closing Procedure

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

15. Recording

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

16. Binding Effect

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

17. Severability

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

18. Governing Law

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

19. Entire Agreement

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

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

BUYER-H&B Turn-Key Solutions

SELLER

Hayden Rhorer Date

City of Sedalia, Missouri Date

Matthew Wirt, City Administrator

Boone DeBates Date

Attest: _____
Jason S. Myers, MRCC City Clerk

EXHIBIT A:

LEGAL DESCRIPTION OF THE PROPERTY SUBJECT TO THE AGREEMENT

1215 South Ohio Avenue:

**LOT NUMBER FOUR (4) IN BLOCK NUMBER ONE (1) OF COTTON BROTHERS' FIRST
ADDITION TO THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI**

Title of Document: **QUIT CLAIM DEED**

Execution Date of Document: _____, 2026

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

Grantee's Name & Mailing Address: **H&B Turn-Key Solutions, 1507 South Mildred Avenue, Sedalia, Missouri 65301**

Legal Description of Property located in Pettis County, Missouri:

1215 South Ohio Avenue:

LOT NUMBER FOUR (4) IN BLOCK NUMBER ONE (1) OF COTTON BROTHERS' FIRST ADDITION TO THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI

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

THIS INDENTURE made on the ____ day of _____, 2026 by and between **City of Sedalia, Missouri**, party of the first part and **H&B Turn-Key Solutions**, party of the second part;

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

SEE ABOVE LEGAL DESCRIPTION

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

