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City Council Meeting Agenda
Monday, November 16, 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. **SERVICE AWARDS/SPECIAL AWARDS/RETIREMENT AWARDS -** None

I. **GOOD AND WELFARE - "**During the Good and Welfare section of our meeting agenda, residents of Sedalia are invited to directly address the City Council. Participants must sign up in advance using the form provided in the Municipal Building lobby prior to the start of the meeting. The sign-up form requires a name, address, telephone number, and the subject of the comment.

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

All remarks will be recorded into the public record. While this is not a time for debate or direct engagement with Council members, your comments are an important part of civic participation. We ask that all contributions remain respectful, relevant to the community, and in accordance with City Code. By entering the Council Chamber, all visitors acknowledge, accept, and agree to abide by these guidelines.

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

II. **UNFINISHED BUSINESS**

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

1. Budget Amendment & Agreement – Special Counsel Engagement

Council Discussion led by Chairwoman Boggess

Veto by Mayor Williams of R 2184 Call for 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

Veto by Mayor Williams of BILL NO. 2026-131, Ordinance No. 12515 Call for Ordinance amending the budget for the fiscal year 2026-2027 regarding legal counsel – Mayor Williams

Veto by Mayor Williams of BILL NO. 2026-132, Ordinance No. 12516 Call for Ordinance authorizing an agreement for special counsel engagement – Mayor Williams

PUBLIC SAFETY – Chairman Jack Robinson; Vice Chairman Spencer Redford

1. Master Services Agreement – Flock Cameras

Council Discussion led by Chairman Robinson

BILL NO. 2026-136 Call for Ordinance authorizing a master services agreement for Flock cameras and hardware for the Sedalia Police Department – Mayor Williams

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III. APPROVAL OF PREVIOUS SESSION MINUTES

A. Council Meeting – November 2, 2026

B. Special Council Meeting – November 9, 2026

IV. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES – None

V. ROLL CALL OF STANDING COMMITTEES

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

1. Presentation – Oats: Annual Report (Tracy Walkup, Presenter)

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

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

1. Master Agreement for Professional Services – Sedalia Regional Airport – Airfield Improvements

Council Discussion led by Chairwoman Franklin

BILL NO. 2026-140 Call for Ordinance authorizing a master agreement for professional services for airfield improvements at the Sedalia Regional Airport – Mayor Williams

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

1. Presentation – Pettis County Joint Communications Budget (Dannelle Lauder, Presenter)

2. Strategic Planning Presentation – Animal Services (Randi Battson, Presenter)

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

1. Sale of Property – 1208 South Lamine – Genesis Build CO., LLC - $5,000.00

Council Discussion led by Chairwoman Ames

BILL NO. 2026-141 Call for Ordinance Ordinance approving a quit claim deed for the sale of property commonly known as 1208 South Lamine Avenue from the City of Sedalia, Missouri to Genesis Build Co., LLC, a Missouri Limited Liability Company – Mayor Williams

2. Sale of Property – 420 East 6th – Genesis Build CO., LLC - $7,000.00

Council Discussion led by Chairwoman Ames

BILL NO. 2026-142 Call for Ordinance approving a quit claim deed for the sale of property commonly known as 420 East 6th Street from the City of Sedalia, Missouri to Genesis Build Co., LLC, a Missouri Limited Liability Company – Mayor Williams

3. Sale of Property – 1104 East 5th – Genesis Build CO., LLC - $3,000.00

Council Discussion led by Chairwoman Ames

BILL NO. 2026-143 Call for Ordinance approving a quit claim deed for the sale of property commonly known as 1104 East 5th Street from the City of Sedalia, Missouri to Genesis Build Co., LLC, a Missouri Limited Liability Company – Mayor Williams

4. Sale of Property – 1112 East 5th – Genesis Build CO., LLC - $3,000.00

Council Discussion led by Chairwoman Ames

BILL NO. 2026-144 Call for Ordinance approving a quit claim deed for the sale of property commonly known as 1112 East 5th Street from the City of Sedalia, Missouri to Genesis Build Co., LLC, a Missouri Limited Liability Company – Mayor Williams

VI. OTHER BUSINESS

Click on any agenda item to view the related documentation

A. APPOINTMENTS – None

B. LIQUOR LICENSES

New:

*Kristy Long dba Wildlife Ridge Winery, Christmas Party for Cole Camp School at the Foundry, 324 West 2nd Street , December 11, 2026, 8:00 a.m. to 11:59 p.m. – Special Event - $15.00

Renewals:

*Crystal Sims dba Woods Express #570, 703 East Broadway, Package Retail Sales (22% or Less by volume) & Sunday Liquor Sales – $450.00

*Nicholas Rasa dba Loyal Order of Moose 1494, 119 Winchester Drive, Liquor by the Drink & Sunday Sales – $750.00

*Cathy Geotz dba Break Time #3079, 2801 West Broadway, Package Retail Sales (22% or Less by volume) – $150.00

*Shawn Peterson dba State Fair Eagle Stop, 1515 Thompson Blvd, Retail Sales (22% or Less by volume) & Sunday Liquor Sales – $450.00

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. ADJOURN MEETING

A. Motion and second to adjourn meeting

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

Microsoft Teams meeting

Join:

https://teams.microsoft.com/meet/218874767130372?p=nOn1YEkZsrdCCIm3eH

Meeting ID: 218 874 767 130 372

Passcode: K9hz6Gf9

Need help? | System reference

Dial in by phone

+1 347-618-4825,,467798635# United States, New York City

Find a local number

Phone conference ID: 467 798 635#

For organizers: Meeting options | Reset dial-in PIN

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

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

POSTED ON NOVEMBER 13, 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

SEDALIA
Let's Cross Paths

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, November 16th 6:30 p.m.**

Unfinished business:

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

At the direction of the City Council, staff prepared three related measures for Council's consideration. The Mayor has vetoed all three measures, and Council must now consider each veto separately:

1. A resolution stating the need for a FY2027 budget amendment.
2. An ordinance amending the FY2026–2027 budget to provide up to $50,000 for additional legal counsel.
3. An ordinance authorizing a limited-scope special counsel engagement agreement with Curtis, Heinz, Garrett & O'Keefe, P.C.

For each vetoed measure, the question before Council will be: "Shall the bill pass, the objections of the Mayor thereto notwithstanding?" A "Yes" vote means the Councilmember wants the bill to pass and is voting to override the Mayor's veto. A "No" vote means the Councilmember does not want the bill to pass and is allowing the veto to stand. Council will vote on each measure separately.

Public Safety Committee – There is one item for consideration through the Public Safety Committee.

1. At its last regular meeting, the City Council tabled consideration of the ordinance authorizing renewal of the Sedalia Police Department's contract with Flock Safety for automated license plate reader (ALPR) cameras. Council tabled the item and requested a special meeting, which was held on November 9, 2026. At that meeting, Police Chief Woolery gave a presentation to the Council and answered questions from Councilmembers and members of the public.

   In short, the Sedalia Police Department has used Flock Safety ALPR cameras since 2024, and its original two-year contract has expired. In response to Governor Kehoe's Executive Order 26-18, the Department reviewed the contract and its camera-use procedures. The Department reports that its practices meet the order's requirements.

Routine ALPR data is permanently deleted within 30 days, with longer retention allowed only for a specific active investigation, lifesaving emergency, or court order. The City retains ownership of its data, and Flock may not use it for non-law-enforcement purposes. Searches are limited to criminal justice and bona fide lifesaving purposes, and the system is not integrated with AI facial recognition. Searches must document the offense type, case number, and reason; authorized users receive training; and command staff reviews searches weekly. The Department's procedures also provide for auditing and consequences for misuse. These safeguards are intended to keep camera use limited, documented, and subject to oversight while allowing the Department to use ALPR technology for legitimate public-safety purposes. The ordinance is back before the Council for consideration to authorize renewal of the Flock Safety contract.

New Business:

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

1. There will be the yearly presentation from Oats given by Tracy Walkup.

2. There will be the monthly revenue collection trends presentation given by Finance Director Jessica Pyle.

Public Works Committee – There is one item for consideration through the Public Works Committee.

1. The Sedalia Regional Airport requests Council approval of an ordinance approving a Master Agreement for Professional Services with Garver, LLC, selected through a Request for Qualifications process. The agreement establishes terms for future engineering work but does not commit City funds. Each project will require a separate agreement with a defined scope and fee and confirmed funding.

   The first anticipated Work Order is for design and construction-phase services for the new hangar, which is already approved and budgeted. The engineering costs will be paid from proceeds of the City's hangar sale to ProEnergy. The agreement has been reviewed by the City's legal counsel and signed by Garver.

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

1. Pettis County Joint Communications (PCJC) Director Dannelle Lauder will give the annual budget presentation to council. This presentation will help council set the City's contribution for next year to PCJC.

2. Animal Service Manager Randi Battson will provide her strategic plan for FY27.

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

1. The City has received an offer from Genesis Build Co., LLC to purchase the vacant lot at 1208 South Lamine Avenue for $5,000. Council will consider an ordinance approving the sale agreement and quitclaim deed. The property would be sold as-is, with the buyer paying closing costs. The buyer proposes to build a single-family residence and maintain the property in compliance with City codes. The agreement also provides that the City will release its liens and forgive amounts owed for prior property maintenance abatement actions.

2. The City has received an offer from Genesis Build Co., LLC to purchase the vacant lot at 420 East 6th Street for $7,000. Council will consider an ordinance approving the sale agreement and quitclaim deed. The property would be sold as-is, with the buyer paying the closing costs. The buyer proposes to build a single-family residence and maintain the property in compliance with City codes.

3. The City has received an offer from Genesis Build Co., LLC to purchase the vacant lot at 1104 East 5th Street for $3,000. Council will consider an ordinance approving the sale agreement and quitclaim deed. The property would be sold as-is, with the buyer paying closing costs and maintaining the property in compliance with City codes. The agreement also provides that the City will release its liens and forgive amounts owed for prior property maintenance abatement actions.

4. The City has received an offer from Genesis Build Co., LLC to purchase the vacant lot at 1112 East 5th Street for $3,000. Council will consider an ordinance approving the sale agreement and quitclaim deed. The property would be sold as-is, with the buyer paying closing costs. The buyer proposes to build a single-family residence and maintain the property in compliance with City codes. The agreement also provides that the City will release its liens and forgive amounts owed for prior property maintenance abatement actions.

The reason for the Veto

1- I don't believe at this time a budget amendment would be necessary because we just told the city employees that we have to offer them the worst insurance option or deny them a raise, for more legal advice after spending over a million dollars in legal representation in 2 years. Now we are talking about spending 50,000 more on legal representation when the average Municipality spends under 250k per year.

2- This was one of the biggest reasons that the residents of Sedalia were so upset about the last election. At the end of the day this burden falls on the citizens of Sedalia to flip the bill after losing a 1.6 million dollar settlement recently.

3- I believe that if we approve a budget amendment we should tell the people of Sedalia exactly who and what we are spending this type of money on.

CITY COUNCIL
OF THE CITY OF SEDALIA, MISSOURI

RESOLUTION NO. 2184

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 $50,000.00 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. Special Counsel for limited scope of engagement as described in the Engagement Lettter with Curtis, Heinz, Garrett, and O'Keefe, P.C.

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 November 2, 2026

_____
Presiding Officer of the Council

ATTEST: _____
Jason S. Myers, MRCC City Clerk

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BILL NO. 2026-131

ORDINANCE NO. 12515

AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2026-2027 REGARDING LEGAL COUNSEL.

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 2nd day of November 2026.

_____
Presiding Officer of the Council

Approved by the Mayor of said City this 2nd day of November 2026.

_____
Traves Williams, Mayor

ATTEST:

_____
Jason S. Myers, MRCC
City Clerk

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BILL NO. 2026-132

ORDINANCE NO. 12516

AN ORDINANCE AUTHORIZING AN AGREEMENT FOR SPECIAL COUNSEL ENGAGEMENT.

WHEREAS, the City of Sedalia, Missouri, has received a proposal from Curtis, Heinz, Garrett & O'Keefe, P.C., Attorneys At Law for special counsel engagement; and

WHEREAS, under the proposal, the City of Sedalia, Missouri, shall pay the sum and amount of Four Hundred Dollars ($400.00) per hour for attorneys and the sum and amount of Two Hundred Seventy-five Dollars ($275.00) per hour for associates for said special counsel engagement as more fully described in the proposal 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 Curtis, Heinz, Garrett & O'Keefe, P.C., Attorneys At Law as it has been proposed and attached hereto.

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

Section 3. The City Clerk is hereby directed to file in his office a 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 2nd day of November 2026.

_____
Presiding Officer of the Council

Approved by the Mayor of said City this 2nd day of November 2026.

_____
Traves Williams, Mayor

ATTEST:

_____
Jason S. Myers, MRCC
City Clerk

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BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A MASTER SERVICES AGREEMENT FOR FLOCK CAMERAS AND HARDWARE FOR THE SEDALIA POLICE DEPARMENT.

WHEREAS, The City of Sedalia, Missouri, has received a Master Services Agreement from Flock Group, Inc.for Flock cameras and hardware for the Sedalia Police Department; and

WHEREAS, under the terms of the Agreement, the City of Sedalia shall pay various sums and amounts to Flock Group, Inc.for said equipment 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 from Flock Group, Inc.in substantively the same form and content as it has been proposed.

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 2nd day of November 2026.

_____
Presiding Officer of the Council

Approved by the Mayor of said City this 2nd day of November 2026.

ATTEST: _____
Traves Williams, Mayor

_____
Jason S. Myers, MRCC, City Clerk

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Master Services Agreement

This Master Services Agreement (this "***Master Services Agreement***") is entered into by and between Flock Group Inc, with a place of business at 3284 Northside Pkwy NW, Suite 150, Atlanta, GA 30327 ("***Flock***"), and the entity identified in the signature block ("***Customer***") (each a "***Party***," and together, the "***Parties***"). The Agreement is effective as a binding agreement between the Parties as of the Effective Date.

1. DEFINITIONS

1.1. "***Agreement***" means this Master Services Agreement, any exhibits attached hereto, the Reinstall Fee Schedule, the Customer Implementation Guide, the InfoSec Addendum, the State Specific Terms, the Product Specific Terms, the Third Party Terms, and each Order Form, each of which is incorporated by reference.

1.2. "***Applicable Law***" means all federal, state, and local laws and regulations, including those related to the recording or sharing of data, video, photo, or audio content, in each case to the extent directly applicable to the respective Party's performance of its obligations under this Agreement.

1.3. "***Authorized End User(s)***" means any individual employees, agents, or contractors of Customer accessing or using the Flock Services on behalf of Customer pursuant to the Agreement, who have been (a) granted access to the Flock Services by Customer in its exercise of reasonable discretion relating to the receipt of the Flock Services hereunder by Customer, and (b) from whom Customer has obtained reasonable assurances that they will comply with the access and use and confidentiality terms in the Agreement.

1.4. "***Confidential Information***" means information that is disclosed by one Party to the other and that the receiving Party knows is confidential to the disclosing Party or that is of such a nature that someone familiar with the type of business of the disclosing Party would reasonably understand is confidential to it. Confidential Information includes financial, product, and other business information of either Party. With respect to Customer, Confidential Information includes Customer Data. Notwithstanding the foregoing, Confidential Information does not include information that the receiving Party can demonstrate: (a) is in the public domain or is generally publicly known through no improper action or inaction by the receiving Party; (b) was rightfully in the receiving Party's possession or known by it prior to receipt from the disclosing Party; (c) is rightfully disclosed without restriction to the receiving Party by a third-party without violation of obligation to the disclosing Party; or (d) is independently developed for the receiving Party by third parties without use of the Confidential Information of the disclosing Party.

1.5. "***Customer Data***" means all (a) data and information captured by Flock Hardware on behalf of Customer through the Flock Services (*e.g.*, images, audio, and/or video) and metadata associated therewith, (b) content input into the Web Interface by Customer or its Authorized End Users, and (c) data and information provided to Flock through the Flock Services by third parties at Customer's direction.

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1.6. "***Customer Hardware***" means the third-party hardware owned or otherwise provided by Customer, and any other physical elements that interact with the Flock Software to provide the Flock Services.

1.7. "***Customer Implementation Guide***" means the terms and conditions related to implementation located at https://www.flocksafety.com/implementation-guide.

1.8. "***Effective Date***" means the date this Master Services Agreement is executed by both Parties.

1.9. "***Feedback***" means any ideas, advice, recommendations, suggestions, enhancement requests, feedback, or proposals provided by, or on behalf of, Customer or its personnel to Flock related to Flock Property.

1.10. "***Flock Hardware***" means all Flock device(s) and physical elements provided by Flock in connection with the Flock Services.

1.11. "***Flock Property***" means the Flock Services, the Flock Software, Flock Hardware, the Web Interface, Flock's Confidential Information, and all intellectual property or proprietary information therein or otherwise provided to Customer or its Authorized End Users, including Flock's technology, patents, trade secrets, trademarks, proprietary methods, algorithms, data models, machine learning methods, documentation, and any modifications or improvements. For clarity, Flock Property also includes any derivative works, intermediate or final outputs, analyses, reports, models, or other results generated by or through the Flock Services. Except for the limited ability to access and download Customer Data within the applicable Retention Period, no rights are granted to download, extract, export, or otherwise create or retain copies of such derivative works, outputs, or other elements of Flock Property.

1.12. "***Flock Services***" means the services provided by Flock under the Agreement as set forth in the applicable Order Form, including access to and use of the Web Interface by Customer and the provision of Flock Software and Flock Hardware.

1.13. "***Flock Software***" means the (a) software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware; and (b) the software functionality of the Web Interface that enables system access and use.

1.14. "***Force Majeure Event***" means, with respect to a Party, any event or circumstance, whether or not foreseeable, that was not caused by that Party and any consequences of that event or circumstance.

1.15. "***InfoSec Addendum***" means the Customer Information Security Addendum located at https://www.flocksafety.com/legal.

1.16. "***Order Form***" means any Flock Order Form entered into by the Parties on the date hereof or following the Effective Date and incorporated herein by reference. Each Order Form will describe the Flock Services to be performed and the period for performance.

1.17. "***Permitted Purpose***" means a legitimate public safety and/or business purpose, including the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.18. "***Product Specific Terms***" means the product-specific terms and conditions related to the Flock Services utilized by Customer located at https://www.flocksafety.com/legal.

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1.19. "***Reinstall Fee Schedule***" means the fee schedule set forth at https://www.flocksafety.com/reinstall-fee-schedule.

1.20. "***Retention Period***" means the time period that footage captured by the Flock Hardware or Customer Hardware via the Flock Services and the associated metadata is stored by Flock, as specified in the applicable Order Form.

1.21. "***State Specific Terms***" means the state-required terms located at https://www.flocksafety.com/legal applicable to Customers located in the state(s) set forth therein. Terms specific to Missouri Executive Order 26-18 are also in Section 11 of this Master Services Agreement.

1.22. "***Third Party Items***" means the third party products and services accessible to Customer through the Flock Services.

1.23. "***Third Party Terms***" means the pass-through terms and conditions set forth at https://www.flocksafety.com/legal applicable to Customer's access to and use of certain Third Party Items.

1.24. "***Web Interface***" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Flock Services.

2. ACCESS AND USE

2.1. Provision of Access. Subject to compliance with the terms of the Agreement, Flock grants to Customer and its Authorized End Users a limited, non-exclusive, non-transferable right to access and use the Flock Services via the Web Interface during the term of this Agreement, solely for the Permitted Purpose. Customer shall access the Flock Services through the Web Interface only (a) through its Authorized End Users acting within the scope of their service for Customer; (b) for the internal use of Customer; and (c) from and within the United States.

2.2. Authorized End Users. Authorized End Users (i) agree to provide Flock with accurate, complete, and updated registration information; (ii) may not select as their User ID a name that they do not have the right to use, or any other name with the intent of impersonation; (iii) shall not share their account username or password information and must protect the security of the username and password; and (iv) shall only use Customer-issued email addresses for the creation of their User ID. Customer and Authorized End Users may not transfer their account to anyone else without Flock's prior written permission. Customer shall be responsible for all acts and omissions of Authorized End Users in connection with their access and use of the Flock Services, including each Authorized End User's compliance with the terms of the Agreement and Applicable Law. Customer shall terminate any Authorized End User's access to the Flock Services (a) when such person no longer meets the definition of "Authorized End User;" (b) if conduct by such Authorized End User breaches any term of the Agreement; or (c) upon such Authorized End User's indictment, arrest, or conviction for any felony offense. Flock may restrict, suspend, or terminate an Authorized End User's access to the Flock Services if Flock determines, in its reasonable discretion, that such access has an adverse effect on Flock or any of its customers. Customer is responsible for any

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use of data, information, or services obtained through the Flock Services by Authorized End Users.

2.3. Access and Use Restrictions. Except as expressly permitted under the Agreement, Customer and its Authorized End Users shall not: (a) access or use Flock Property in connection with the provision of any services to third parties; (b) resell, rent, license, lease, transfer, encumber, copy, distribute, publish, exhibit, transmit or otherwise make available to any third-party any Flock Property; (c) derive specifications from, reverse engineer, reverse compile, disassemble, translate, record, or create derivative works based on Flock Property; (d) use Flock Property in a manner that delays, impairs, or interferes with system functionality for others or that compromises the security or integrity of any data, equipment, software, or system input or output, including introduction of any viruses or malware into the Web Interface; (e) use Flock Property or any part or aspect thereof in violation of Applicable Law or to mislead, harass, stalk, or otherwise impose upon or violate the legal rights of any person; or (f) otherwise use Flock Property, except as specifically permitted under the Agreement. Use of or access to Flock Property not in accordance with the terms of the Agreement is strictly prohibited. Any violation of this Section 2 will cause Flock irreparable and immediate harm, entitling Flock to injunctive relief to prevent such violation. In the event of a reasonably suspected violation of this Section 2.3, Flock may temporarily suspend Customer and/or any Authorized End User's access to any portion or all of the Flock Property (a "***Service Suspension***"). Customer shall not be entitled to any remedy for any Service Suspension imposed in accordance with the Agreement, including any reimbursement, tolling, or credit.

3. SERVICES AND SUPPORT

3.1. Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone, or by email at support@flocksafety.com (such services collectively referred to as ***"Support Services"***).

3.2. Service Disruptions. Access to the Web Interface may be disrupted in the event that: (a) Flock's provision of the Flock Services to Customer or any Authorized End User is prohibited by Applicable Law; (b) any third-party services required for Flock's provision of the Flock Services are interrupted; (c) the Flock Services are being used for malicious, unlawful, or otherwise unauthorized purposes; (d) there is a threat or attack on any Flock Property by a third-party; or (e) there is scheduled or emergency maintenance ("***Service Disruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Disruption to Customer, to provide updates, and to resume providing access to the Web Interface as soon as reasonably possible after the event giving rise to the Service Disruption. To the extent the Service Disruption is not caused by Customer or its Authorized End Users' direct actions or omissions, the

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term of the Flock Services affected by such Service Disruption will be tolled by the duration of the Service Disruption for any continuous disruption lasting at least one (1) full day. For example, in the event of a Service Disruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the term of the applicable Order Form. The remedy of a credit described in this Section 3.2 will be Customer's sole and exclusive remedy for the acts or omissions of Flock relating to such Service Disruption.

3.3. **Product Specific Terms**. The Parties will comply with their obligations set forth in the Product Specific Terms applicable to the Flock Services utilized by Customer.

3.4. **Third Party Items**. As applicable in connection with the Flock Services, Flock hereby grants to Customer and its Authorized End Users a limited, non-exclusive, non-transferable, non-licensable right to access and use the Third Party Items through the Flock Services during the term of this Agreement. Flock may modify the Third Party Terms in the event Flock adds or replaces Third Party Items or as required in connection with changes to the applicable third party agreements for the Third Party Items. The Third Party Items will not be deemed part of Flock Property.

4. DATA USE AND LICENSING

4.1. Customer Data. As between Flock and Customer, all right, title, and interest in and to Customer Data belong to and are retained by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to (a) use and disclose Customer Data to provide the Flock Services; and (b) use Customer Data to support and improve Flock's products and services. For the avoidance of doubt, Flock shall not sell Customer Data. Any sharing by Flock of Customer Data that is not (i) specifically permitted by this Agreement, or (ii) separately directed and/or authorized by Customer, shall constitute a prima facie breach of this Agreement, and Customer shall be entitled to all remedies available to it under this Agreement and the law. Customer Data will be available for Authorized End Users to access and download via the Web Interface during the applicable Retention Period. Flock is not obligated to provide Customer Data in any alternative form, format, or transmission method outside of the Web Interface. To the extent any Customer Data constitutes personal data or personal information (as defined under Applicable Laws), Flock will process such data in accordance with Applicable Law and the privacy policy set forth at https://www.flocksafety.com/legal/privacy-policy. Flock will comply with its obligations under the InfoSec Addendum.

4.2. Flock Property. Except for the right to use Flock Property subject to the terms and conditions contained herein, the Agreement does not confer on Customer a license in, ownership of, or interest in Flock Property. Flock developed or acquired Flock Property exclusively at its private expense. As between the Parties, Flock Property and all right, title, and interest in and to it is and will remain the exclusive property of Flock.

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5. **CONFIDENTIALITY**. Each Party shall exercise reasonable care to hold Confidential Information in confidence and not use it or disclose it to any other person or entity, except (a) as permitted under this Agreement or as reasonably necessary for the performance or enforcement of this Agreement; (b) as agreed in writing by the other Party; (c) for the Party's proper management and administration (provided that it obtains reasonable assurances from all recipients that they will keep the information confidential and use it only for the purpose of its disclosure; and provided further that it is responsible for all acts and omissions of any such recipient in violation of this Section 5); or (d) as required by law, including in response to any valid legal process, provided that receiving Party shall, to the extent permissible, give the disclosing Party reasonable prior notice of such disclosure. Any violation of this Section 5 may cause the non-violating Party irreparable and immediate harm, and such Party is entitled to injunctive relief to prevent such violation. Upon termination of this Agreement, at Customer's request, all Confidential Information will be deleted within 90 days. Flock will not be required to delete any data which it is obligated to retain pursuant to an applicable legal obligation or policy (*e.g.*, inter-agency audit log integrity or metadata held for evidentiary authentication), provided that Flock shall ensure the confidentiality of such Confidential Information for so long as it is retained.

6. **PAYMENT OF FEES**

6.1. Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices thirty (30) days from the date of each such invoice. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days following the date of the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of the Flock Services until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right. Customer shall direct all queries regarding billing or payment concerns to support@flocksafety.com. Flock may impose a late fee equal to the lesser of (a) 1.5%, or (b) the highest rate permitted by Applicable Law, each month on all amounts overdue beyond ten (10) days, but this charge will not waive or extend any obligation of Customer to make payments when due.

6.2. Notice of Changes to Fees. In the event of any changes to fees, Flock shall provide Customer with sixty (60) days' notice (email sufficient) prior to the end of the term of the applicable Order Form. Any such changes to fees shall only impact subsequent renewal terms.

6.3. Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amounts subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate

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amount shall be invoiced to and paid by Customer unless Customer provides Flock a legally sufficient, valid tax exemption certificate authorized by the appropriate taxing authority. Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1. Term. This Master Services Agreement will be effective from the Effective Date and will continue in full force and effect until terminated as set forth herein. The term of each Order Form will be as set forth therein.

7.2. Termination. Upon termination or expiration of the Agreement or any applicable Order Form, Flock will remove any applicable Flock Hardware within a commercially reasonable time period. Either Party may terminate this Agreement effective upon written notice to the other Party if (a) the other Party defaults in performance of any material provision of the Agreement and such default is not cured within thirty (30) days following written notice describing the specific default; (b) the other Party violates Applicable Law; (c) the other Party files a voluntary petition in bankruptcy or an involuntary petition is filed against it; (d) the other Party is adjudged bankrupt; (e) a court assumes jurisdiction of the assets of the other Party under a federal reorganization act or other statute; (f) a trustee or receiver is appointed by a court for all or a substantial portion of the assets of the other Party; (g) the other Party becomes insolvent, suspends business, or ceases to conduct its business in the ordinary course; (h) the other Party makes an assignment of its assets for the benefit of its creditors; or (i) there are no active Order Forms under this Master Services Agreement. In the event Customer terminates the Agreement pursuant to Section 7.2(a), Flock will refund Customer a pro-rata portion of the pre-paid fees for the Flock Services not received prior to the date of termination.

7.3. Survival. The following Sections will survive termination: 1, 4, 5, 6, 7, 8.5, 9, and 11.

7.4. Payment Upon Termination. Upon termination of the Agreement or any Order Form for any reason, Customer shall pay to Flock all amounts due hereunder for all Flock Services rendered through the date of termination in accordance with the terms of the Agreement.

8. REPRESENTATIONS AND WARRANTIES

8.1. Manufacturer Defect. Upon a malfunction or failure of Flock Hardware (a ***"Defect"***), Customer must notify Flock's technical support team. Flock shall conduct an inspection or test any Customer-reported Defect within seven (7) business days of notification, and

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Flock shall use commercially reasonable efforts to repair or replace, in Flock's sole discretion, the defective Flock Hardware at no additional cost to Customer.

8.2. Flock Representations and Warranties. Flock represents and warrants to Customer that (a) the Flock Services, when used in accordance with the Agreement and as expressly authorized by Flock, do not infringe any valid patent, registered copyright, or other registered intellectual property right under the laws of the United States, provided that Flock makes no warranty to the extent such infringement results from (i) use of the Flock Services by Customer in combination with any data, software, or equipment not provided by Flock, where such infringement would have been avoided absent such combination, or (ii) any breach of the Agreement by, or any negligent or other wrongful act or omission of, Customer or any party acting on Customer's behalf; (b) Flock's personnel will perform the Flock Services in a professional and workmanlike manner, consistent with generally accepted industry standards; and (c) Flock's personnel performing the Flock Services will be appropriately trained for their assigned roles and will perform the Flock Services in all material respects in accordance with prevailing industry standards.

8.3. Customer Representations and Warranty. Customer represents and warrants to Flock that (a) Customer shall access and use the Flock Services only in compliance with the Agreement, the Permitted Purpose, and Applicable Law; (b) Customer has all rights, permissions, and authorizations necessary to provide Customer Data to Flock and to direct Flock to collect, use, and otherwise handle Customer Data as contemplated by the Agreement; and (c) Customer will obtain and maintain any notices, signage, or consents required in connection with Customer's deployment, configuration, access to, sharing of, and use of the Flock Services and Customer Data.

8.4. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the requisite corporate power and authority to execute and perform its obligations under the Agreement; (b) the person executing the Agreement on its behalf has the authority to bind it hereunder and that such Party's execution of the Agreement is not in violation of such Party's bylaws, certificate of incorporation, or other comparable document; (c) the execution, delivery, or performance of the Agreement will not violate or conflict with, require consent under, or result in any breach or default of (i) Applicable Law, or (ii) any covenants or agreements by which such Party or any of its assets are bound; and (d) each Party will comply with Applicable Law.

8.5. Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE FLOCK SERVICES WILL BE UNINTERRUPTED OR ERROR FREE NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE FLOCK SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 8, THE FLOCK SERVICES ARE PROVIDED "AS IS," AND FLOCK DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), WITH RESPECT TO ANY SERVICE OR ITEM PROVIDED HEREUNDER. THIS SECTION 8.5 APPLIES TO THE EXTENT PERMITTED BY LAW.

8.6. Insurance. Flock will maintain the insurance policies set forth on Exhibit A attached hereto.

9. LIMITATION OF LIABILITY. FLOCK'S CUMULATIVE, AGGREGATE LIABILITY IN CONNECTION WITH, OR ARISING IN ANY WAY OR IN ANY DEGREE FROM, THE AGREEMENT, FROM THE FLOCK SERVICES, OR OTHERWISE FROM THE ACTS OR OMISSIONS OF FLOCK WILL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO FLOCK IN THE TWELVE (12) MONTHS BEFORE SUCH CLAIM AROSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK WILL NOT BE LIABLE FOR INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES; ADDITIONAL OVERHEAD AND PAYROLL; LOST PROFITS OR BUSINESS OPPORTUNITIES; LOSS OF DATA; OR THE COST OF PROCUREMENT OF SUBSTITUTE ITEMS OR SERVICES. THIS SECTION 9 APPLIES TO THE EXTENT PERMITTED BY LAW. Customer hereby acknowledges that the remedies set forth above are reasonable.

10. FLOCK HARDWARE (APPLICABLE ONLY WHERE CUSTOMER HAS LICENSED FLOCK HARDWARE)

10.1. Flock Hardware. Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust, or otherwise take possession or control of Flock Hardware. In the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and Flock shall be entitled to terminate the Agreement in accordance with Section 7.2(a). Customer shall not perform any acts which would interfere with Flock's retention of title to the Flock Hardware. Should Customer default on any payment of the Flock Services, Flock may immediately cut off access to the Web Interface and remove Flock Hardware at Flock's discretion. Such actions, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default, and Flock shall have the right to enforce any other legal remedy or right.

10.2. Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan associated with each Order Form (each, a "***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location and will provide alternative options to Customer. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, and/or changes to heights of poles will incur a fee as set forth in the Reinstall Fee Schedule. Customer will receive prior notice and confirm approval of any such fees.

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10.3. **Customer Installation Obligations**. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide. Customer represents and warrants that it has, or shall lawfully obtain, all necessary rights and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.4. **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee as set forth in the Reinstall Fee Schedule. In the event Customer chooses not to replace lost, stolen, or damaged Flock Hardware, Flock shall not be liable for any resulting impact to the Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

10.5. **Hazardous Conditions.** Flock Services do not contemplate hazardous materials or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under the Agreement, Flock shall have the right to cease work immediately.

11. TERMS PURSUANT TO EXECUTIVE ORDER 26-18

11.1. Pursuant to Executive Order 26-18 and the subsequently issued best practices, the following terms are applicable to law enforcement customers located in Missouri:

11.1.1. Flock certifies that all captured license plate reader imagery will be permanently deleted within a 30-day timeframe. Flock shall not retain any data obtained under this Agreement beyond this authorized retention period.

11.1.2. Notwithstanding the Retention Period specified in the Flock LPR Order Form between the Parties, the Retention Period for automated license plate reader imagery is 30 days, or such shorter period as Customer has requested, unless such data is preserved for evidentiary purposes by Customer.

11.1.3. All data, metadata, and imagery captured by automated license plate reader systems of a Missouri government agency or local law enforcement customer that receives state funding and utilizes automated license plate reader technology shall remain the sole and exclusive property of that agency. Flock shall not access, acquire, sell, share, commercialize, or leverage this data for any non-law enforcement purpose, including but not limited to data mining, profiling, or unrelated analytics. Flock shall access this data only as needed to provide the Flock services to Customer.

11.1.4. Flock shall not integrate artificial intelligence facial recognition capabilities or software with its automated license plate readers.

12. MISCELLANEOUS

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12.1. Severability. If any provision of the Agreement is found to be illegal, unenforceable, or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect.

12.2. Assignment. Neither Party may assign the Agreement or any right under the Agreement, in each case by operation of law or otherwise, except as otherwise permitted hereunder without the prior written consent of the other Party, and any attempt to assign the Agreement or any right under the Agreement in breach of the provisions of this Section 11.2 shall be null and void. The foregoing notwithstanding, either Party may assign the Agreement upon written notice to the other Party in connection with (a) any reorganization, conversion, consolidation or merger of such Party, (b) any transaction resulting in the holders (together with their affiliates) of a majority of the voting securities, membership interest or right to appoint a majority of the members of the board of directors or similar governing body of such Party as of immediately prior to such transaction, holding less than such a majority as of immediately after such transaction, or (c) any sale, transfer or exclusive license of all or a majority of the assets of such Party that are pertinent to the Agreement or, in each case of (a) through (c) whether consummated in one transaction or a series of related transactions. For the avoidance of doubt, the assigning Party and the assignee will remain liable jointly and severally for any unperformed obligations under the Agreement or any breach hereof arising prior to the effective date of any assignment of the Agreement. The Agreement is binding on the Parties and their successors and permitted assigns.

12.3. Entire Agreement. The Agreement constitutes the entire agreement between the Parties relating to the Flock Services and supersedes all prior agreements, understandings, and representations relating to the Flock Services. No waiver or modification to the Agreement will be effective or binding unless signed by Customer and a duly authorized representative of Flock, except as otherwise provided herein. None of Customer's purchase orders, questionnaires, portal terms and conditions, authorizations, or similar documents will alter the terms of the Agreement or be binding upon Flock, and any such terms are expressly rejected. Any mutually agreed purchase order is subject to the terms of the Agreement. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

12.4. Relationship. The Parties intend that nothing contained in the Agreement be construed to create an agency, partnership, joint venture, employment, or like relationship between the Parties, and their relationship is and will remain that of independent Parties to a contractual service relationship. Neither Party will be liable for the debts or obligations of the other Party.

12.5. Governing Law; Dispute Resolution. The Agreement, and any controversy or claim arising out of or relating to the Agreement (each, a "***Dispute***") shall be governed exclusively by, and construed and enforced in accordance with, the laws of the State of Missouri, without regard to its conflicts of laws principles. If any Dispute cannot be settled through direct discussions, the Parties agree to endeavor first to settle such

Dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to litigation. The Federal District Court of the Western District of Missouri will be the exclusive venue for any resolution of any Dispute. If the Federal District Court of the Western District of Missouri does not have subject matter jurisdiction, the Circuit Court of Pettis County shall be the exclusive venue for any resolution of any Dispute. The Parties hereby submit to and consent irrevocably to the jurisdiction of such court for these purposes. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

12.6. **Publicity.** Flock will obtain Customer's consent before using Customer's name or logo in a manner signifying an endorsement of Flock by Customer; provided, however that Flock may refer to Customer as a current customer without first obtaining Customer's consent.

12.7. **Feedback.** Any Feedback: (a) is given to Flock without claim of intellectual property right by Customer, (b) by its receipt grants Flock a royalty free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to commercialize, use, and incorporate such Feedback into its software, services, or systems, or use as it otherwise deems necessary or desirable in its business, and (c) will not enable Customer to claim any interest in or ownership of Flock Property.

12.8. **Export.** Customer may not remove or export from the United States or allow the export or re-export of Flock Property or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("***FAR***"), section 2.101, the Flock Services, Flock Hardware, and documentation are "commercial items" according to the Department of Defense Federal Acquisition Regulation ("***DFAR***") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment, or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of the Agreement and will be prohibited except to the extent expressly permitted by the terms of the Agreement.

12.9. **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

12.10. **Conflict.** To the extent of a conflict between the Agreement and any applicable statement of work or mutually-agreed purchase order, the Agreement controls unless explicitly stated otherwise. From time to time, the Parties may mutually agree in a signed Order Form to certain special terms applicable to such Order Form ("***Special Terms***"). To the extent of any conflict or inconsistency between or among the terms of

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this Master Services Agreement, the terms of any Order Form (excluding Special Terms), or the Special Terms themselves, the order of priority (from highest to lowest) in which the respective documents will govern to the extent of such conflict or inconsistency shall be as follows: (i) the Special Terms; (ii) this Master Services Agreement; and (iii) the Order Form (excluding Special Terms).

12.11. **Notices.** All notices under the Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. All notices will be provided to the email or mailing address listed in the Order Form.

12.12. **Non-Appropriation**. All obligations of the Customer under the Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, if funds are not appropriated for a future fiscal year, Customer shall have the right to terminate the Agreement for non-appropriation at the end of the applicable fiscal year upon thirty (30) days' written notice to Flock. Customer shall remain responsible for all amounts incurred prior to termination.

12.13. **Construction**. When used in the Agreement, "including" means "including without limitation."

12.14. **Force Majeure**.

12.14.1. If a Force Majeure Event prevents a Party from complying with any one or more obligations under the Agreement, that inability to comply will not constitute breach if (a) that Party uses reasonable efforts to perform those obligations; (b) that Party's inability to perform those obligations is not due to its failure to (i) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event, or (ii) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event; and (c) that Party complies with its obligations under Section 11.14.2.

12.14.2. During a Force Majeure Event, the noncomplying Party shall use reasonable efforts to limit damages to the other Party and to resume its performance under the Agreement.

12.15. **Third Parties**. Except as explicitly set forth herein, none of the provisions of the Agreement will be for the benefit of or enforceable by any third-party.

12.16. **Waivers**. No failure by a Party to insist upon the strict performance of any term or condition of the Agreement or to exercise any right or remedy hereunder will constitute a waiver.

12.17. **Execution**. In connection with the Flock Services, a copy of a signed document sent by PDF or fax will be deemed an original in the hands of the recipient. The Agreement may be executed in counterparts and exchanged by electronic means, each

of which shall be deemed an original, and both of which together constitute only one agreement between the Parties.

Each Party is signing the Agreement on the date stated below that Party's signature.

FLOCK GROUP INC	**CUSTOMER: [_____]**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

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EXHIBIT A

INSURANCE

1. **Required Coverage.** Flock shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under the Agreement and the results of that work by Flock or its agents, representatives, employees, or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of the Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of the Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, (a) all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage, and (b) Flock's Cyber and Professional Liability/Errors and Omissions insurance has a shared limit of Five Million Dollars (5,000,000) per incident and in the aggregate.

2. **Types and Amounts Required**. Flock shall maintain the following insurance coverage for the duration of the Agreement:

   (a) Commercial General Liability insurance written on an occurrence basis with limits of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, liability assumed under an insured contract, independent contractors, broad-form property damage, and product and completed operations coverage;

   (b) Workers Compensation insurance in accordance with statutory limits;

   (c) Professional Liability/Errors and Omissions insurance with limits of Five Million Dollars ($5,000,000) each claim and in the aggregate;

   (d) Commercial Automobile Liability insurance with a combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

   (e) Cyber Liability insurance written on a per claim basis with limits of Five Million Dollars ($5,000,000).

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SEDALIA
Let's Cross Paths

CITY OF SEDALIA, MISSOURI
CITY COUNCIL MEETING
NOVEMBER 2, 2026

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

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The Council of the City of Sedalia, Missouri, met on November 2, 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

Public Hearing – CDBG Sidewallk Project Progress

Mayor Williams called the Public Hearing to order at 6:32 p.m. regarding the CDBG Sidewalk Project. City Administrator Matthew Wirt stated the project addresses deteriorating, missing sidewalk, curb and gutters from East 4th Street to East 6th Street between South New York and Emmet, including one block of East 6th Street from South New York to South Center. These improvements include sidewalk and curb repairs, new sidewalk construction and ADA compliant ramps to improve pedestrian safety and accessibility. The CDBG funding is supplementing local resources to address existing deficiencies and improve the conditions for residents, particularly those with disabilities or low mobility. Estimated completion is November 12th.

Patricia Strohmeier, 1725 E. 6th, stated the sidewalk looks fabulous and she has no problem with it, but she wants it to come across Emmet to finish East 6th Street.

With no further public comment, the Public Hearing closed at 6:35 p.m.

SERVICE AWARDS:

10 Year Pin/Certificate	Amy Epple	Park Director	Park
5 Year Pin/Certificate	Jeffery Paxton	Equipment Operator II-Sweeper	Street

City Administrator Matthew Wirt stated one of Ms. Epple's biggest accomplishments is the Heckart Community Center which was one of the hardest things to accomplish. The Center has been a game changer and now Ms. Epple is going to be the first Park's Director to run a bowling alley. Only Ms. Epple knows what the next ten years will bring, we know there will be an aquatic center. City Administrator Wirt thanked Ms. Epple for a great job, a wonderful career and spending ten years with the City.

RETIREMENT AWARDS:

Mark Cherry – Detective – Police – 12 Years 2 ½ Months of service – Retired September 1, 2026. Mr. Cherry received a $200.00 gift card as a retirement gift.

Police Chief David Woolery stated Detective Mark Cherry started with the Sedalia Police Department on June 15, 2014. Mr. Cherry started on patrol and joined the warrant service team in January 2015 and

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helped shape it into the special response team. Mr. Cherry worked with Midwest Tactical training S.W.A.T. members from across the state and beyond, was a department trainer, instructed the Police Department in all disciplines and was the department's use of force compliance officer.

In 2019, Officer Cherry moved to the investigations unit as a community policing officer and detective with the crime resolution unit. One of Mr. Cherry's profound contributions was crisis intervention, recognizing early the need for CIT in the department. Mr. Cherry developed a 40-hour CIT class for law enforcement and community stake holders in the crisis field. Another impact made by Detective Cherry was regarding officer wellness. Mr. Cherry ensured officers got the most thorough and appropriate professional help if needed and not only dedicated his efforts to making sure that officers survive their career physically, but mentally and emotionally as well.

SPECIAL AWARDS: None

GOOD & WELFARE:

Patricia Strohmeier, 1725 E. 6th, stated that she has seen wonderful things with the parks. Ms. Strohmeier does not understand why Sedalia is going to have a Fire Station on 5th Street when there is one on Hancock that is in good shape. Fire Chief Matt Irwin stated the new Fire Station on 5th street will house the equipment and squad. The Fire Department will be vacating the station on Hancock.

Barbara Schrader, 715 W. 3rd, stated everyone was excited when the sidewalk project on 3rd Street started, but there was information that they did not receive. Ms. Schrader did not know the bottom step to her home would be cut off to 1/3 the depth of the other steps, that there would be a port-a-potty sitting in front of her house for over a month and that her driveway would not be returned to its original state. 20 years ago, Ms. Schrader put in a new driveway, it ran flush into the street and was level. Now the driveway has a ½ inch drop off that is not level. The concrete is not smooth. Ms. Schrader stated she would like for Council to have her driveway repaired to a smooth, flush entry to the street because she is concerned about the damage to her tires and undercarriage.

Marie Dennis, 2601 S. Quincy, questioned Council why they think outside legal counsel is necessary and who is being investigated and what are citizens paying for. After the previous censure, there have been meetings questioning Mayor Williams' conduct and ongoing opposition from members of the Council. Citizens have every reason to question whether or not this investigation is another attempt to build a case against the mayor. It is ironic that tax payer dollars are being spent on an investigation into an alleged official misconduct while so much time and energy has been devoted to challenging the mayor. Council's role should be to work alongside the mayor, not constantly working against him.

Janet Mizanskey, 723 E 5th, asked what the $50,000.00 is being spent on, what kind of investigation are they doing, on who and why. The taxpayers voted the mayor in because they trusted him. The City needs to stop foolish spending, put priorities straight and respect the man put in office because he is the mayor.

Rene Vance, 19813 Tanglenook, stated the Senior Center is having their Thanksgiving Treat bake sale on November 25th from 9am-2pm. The proceeds go to the Senior Center. Ms. Vance announced June 15th is the Senior Center's next gala and she is requesting that Council consider giving a sponsorship of $2,500.00.

Ben Garbuzov, PO Box 1422, expressed concern over property at 2804 Artisan Dr. Plans were signed off by City officials. When it came to doing the driveway, a manhole was in the way. The City was notified in July 2026 and ESS drew up plans to continue construction. ESS emailed the City stating that construction

could proceed, but nothing has been heard from the City. The house is for sale and there is a proposal for an offer, but the sale cannot proceed. The house is painted and ready, but they cannot pour an approach. City Administrator Matthew Wirt stated the manhole was damaged and there was a police report that was going to be made because it was intentionally damaged. In an agreement, the owner was to repair it because of damage to the infrastructure due to being smashed. The owner did not repair the manhole properly.

MINUTES: The Council Meeting minutes of October 19, 2026 were approved on motion by Boggess, seconded by Covington. All in Favor.

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES: None

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

Presentation – Employee Insurance Renewal

Jennifer Heaton, with IMA, gave a presentation on employee insurance renewal. Multiple mitigation strategies were evaluated and recommended path balances, savings, member experience and disruption. Key forces driving healthcare costs/risk include: Healthcare costs continue to outpace inflation; pharmacy spend is rising, provider consolidation and reimbursement pressures continue to increase costs, delayed care driving higher utilization, catastrophic claims and stop-loss costs are increasing in frequency and severity and healthcare complexity and financial risk continue to accelerate. Specific to City of Sedalia, a small number of claimants are driving vast majority of plan costs. The City's challenge is not widespread utilization across the population. The data points to a concentrated complex, high-cost claims rather than a broad-based cost management concern. Ms. Heaton provided options for medical and pharmacy and gave IMA's recommendations. Council vote is needed to determine 2027 contribution funding approach. Option A is to maintain current strategy (+$350k to City), option B would shift to one $0 Employee Only plan (+$258k to City) and option C is to shift to no $0 Employee Only plan (+$216k to City). Motion by Redford, 2nd by Scribner to go with Option A. All in favor.

Rates for dental, vision, Life/disability/hospital indemnity, cancer and Cobra all have negotiated rate passes.

- The ordinance calls a the Municipal General Election on Tuesday, April 6, 2027, to elect one council member from each of Sedalia's four wards. Candidate filing opens December 15, 2026, and closes January 5, 2027.

BILL NO. 2026-130, ORDINANCE NO. 12514 – AN ORDINANCE CALLING A GENERAL ELECTION TO BE HELD ON APRIL 6, 2027 FOR THE PURPOSE OF ELECTING ONE COUNCILMAN FROM EACH OF THE FOUR WARDS IN THE CITY OF SEDALIA, MISSOURI was read once by title.
2nd Reading – Motion by Cross, 2nd by Boggess. All in Favor.
Final Passage – Motion by Covington, 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".

- Staff has prepared three items for Council's consideration: a resolution stating the need for a FY2027 budget amendment, an ordinance amending the FY2026-2027 budget to provide up to $50,000 for additional legal counsel engagement, and an ordinance authorizing a limited-scope special counsel engagement agreement with Curtis, Heinz, Garrett & O'Keefe, P.C.

RESOLUTION NO. 2184 – 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 Scribner, seconded by Boggess. All in favor.

BILL NO. 2026-131, ORDINANCE NO. 12515 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2026-2027 REGARDING LEGAL COUNSEL was read once by title.
2nd Reading – Motion by Boggess, 2nd by Robinson. All in Favor except Redford who voted No.
Final Passage – Motion by Scribner, 2nd by Boggess. All in Favor.
Roll Call Vote: Voting "Yes" were Robinson, Ames, Scribner, Boggess, Covington, Cross and Franklin. Voting "No" was Redford.

BILL NO. 2026-132, ORDINANCE NO. 12516 – AN ORDINANCE AUTHORIZING AN AGREEMENT FOR SPECIAL COUNSEL ENGAGEMENT was read once by title.
2nd Reading – Motion by Boggess, 2nd by Robinson. All in Favor, except Redford who voted No.
Final Passage – Motion by Boggess, 2nd by Robinson. All in Favor.
Roll Call Vote: Voting "Yes" were Robinson, Ames, Scribner, Boggess, Covington, Cross and Franklin. Voting "No" was Redford.

PUBLIC WORKS – Chairwoman Michelle Franklin; Vice Chairman David Covington

Presentation – Clarendon/Winchester Road Improvements

Chad Sayre, with Allstate Consultants, gave a presentation on the re-routing of Clarendon Road. Right now, the south side by the southern gate of the State Fairgrounds, the main Clarendon Road comes around to a roundabout and comes around to the northeast corner of the campus and runs adjacent to State Fair Community College. The project connects from where the new Ag Innovation Center is going to go and then goes north and connects to existing Winchester roundabout. The project includes 15,000 linear feet of roadway and nearly that in waterline. Allstate has worked with the City on the sizing of the water main and what the City needs from their pressure zone and connectivity.

Allstate has also worked with the Fairgrounds for 12-14 years, so they have instinct about their needs for tie ins for the new campgrounds that are being constructed. The utility corridor is important for electric, water and broadband supply. The project acquires right of way for the street, but also 20-foot utility easements and storm drainages on each side. The goal is for the project to be ready for bid by the end of the first week in November, awarded by January and have it open by opening day of the 2027 Missouri State Fair.

- The project includes improvements to Clarendon Road and Winchester Drive, including planned connection to the existing roundabout, and infrastructure intended to support future fairgrounds expansion and surrounding development. The agreement coordinates responsibilities among the City, State, and Missouri Department of Agriculture. The Office of Administration will oversee and fund the project, while the City will review plans and, after completion, accept ownership and maintenance responsibilities for specified improvements. The project is designed to improve access and transportation capacity, strengthen utility service, and advance goals in the City's master plan.

BILL NO. 2026-133, ORDINANCE NO. 12517 – AN ORDINANCE AUTHORIZING AN AGREEMENT FOR CLARENDON/WINCHESTER ROAD IMPROVEMENTS was read once by title.
2nd Reading – Motion by Boggess, 2nd by Covington. 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".

Strategic Planning Presentation – Parks & Recreation

Parks Director Amy Epple gave the Strategic Planning Presentation for Parks and Recreation. The Parks Department is the largest department within the City with over 175 staff, 35 of which are full-time and 68% of staff living in the City limits. The department oversees over 300 acres of park land and maintains 7 parks. A wide array of sports, recreation activities, lessons and special events are available for citizens of all ages. Open space, parks, and trails provide opportunities to enjoy the natural beauty of Sedalia. The budget is $8.75 Million, 50% comes from taxes, 25% from fees and 25% from contributions.

FY 2027 Achievements:

Memory Lanes opening November 9, 2026	Two more lifeguard certification classes were offered
Esports new permanent home at Memory Lanes	321 swimmers in group swim lessons
City added storm water improvements & more parking	118 swimmers in private lessons
Liberty Stadium completed	14 water Aerobics classes offered each week
Hubbard Park improvements Backstop, shade structure & parking	Received MPRA Showcase Award for Lantern Festival and Talent Show
Sedalia Steamers home field	3 Facebook pages & TikTok/Reels introduced
JJ Fuller hired as Recreation Supervisor	Host at least 1 program a week
Special Olympics Missouri Partnership	Full season of Moore's Trainhouse
Liberty Tree planted in Liberty Park	Introduced more senior programming
100 trees planted	HCC celebrates 5 years March 18th
Additional waystation for monarchs at Clover Dell Park	Record check ins 1,119 in one day
38 new lifeguards certified since April	Open 101 hours each week

To be completed FY27 is replacement of Liberty Park Playground and Centennial & Katy Trails.

FY28 Plans:

- Revamp of Centennial Pool with Land & Water Conservation Match Grant of $500,000
- New patrol vehicle to replace Jeep
- HCC cardio fitness replaced
- Housel Sidewalks
- Security at Vermont
- Closing Indoor pool Summer of 2027 for maintenance
- 4th of July on a Sunday – Fireworks ONLY

Over the next three years, the Parks Department will add an 8th park with a playground, Tiny Town, Pickleball Courts and Sand Volleyball Courts. The aquatic facility construction will start in 2029 with an estimated opening of Memorial Day 2030. In the next five years, lights replaced at Clover Dell and Centennial Parks. Estimated cost is $2 Million.

- A vehicle without insurance struck the Sanitation Building, causing damage that requires repair. Septagon Construction Company submitted the lowest quote of $16,225. The repair expense was not included in the FY2027 budget, Council is being asked to approve a budget amendment increasing Sanitation Fund expenditures and accept the quote.

RESOLUTION NO. 2185 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI, STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE THE CITY'S ANNUAL BUDGET FOR FISCAL YEAR 2027 was read once by title and approved on motion by Boggess, seconded by Covington. All in favor.

BILL NO. 2026-134, ORDINANCE NO. 12518 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2026-2027 REGARDING SANITATION BUILDING REPAIRS was read once by title.

2nd Reading – Motion by Scribner, 2nd by Boggess. 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".

BILL NO. 2026-135, ORDINANCE NO. 12519 – AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FOR SANITATION BUILDING REPAIRS was read once by title.
2nd Reading – Motion by Boggess, 2nd by Robinson. All in Favor.
Final Passage – Motion by Boggess, 2nd by Ames. All in Favor.
Roll Call Vote: Voting "Yes" were Robinson, Ames, Scribner, Boggess, Covington, Cross, Redford and Franklin. No one voted "No".

PUBLIC SAFETY – Chairman Jack Robinson; Vice Chairman Spencer Redford:

- The Sedalia Police Department has used Flock Safety automated license plate reader cameras since 2024. Its original two-year contract has expired, and the Department is requesting Council authorization to renew it. In response to Governor Kehoe's Executive Order 26-18, the Department has reviewed the contract and its camera-use procedures. The Department reports that they meet the order's requirements. The City retains ownership of its data, and Flock may not use it for non-law-enforcement purposes. The system is not integrated with AI facial recognition. Authorized users receive training, and command staff reviews searches weekly. The Department's procedures include auditing and consequences for misuse, consistent with the order's accountability requirements. These safeguards are intended to keep camera use limited, documented, and subject to oversight while allowing the Department to use ALPR technology for legitimate public-safety purposes. Councilwoman Boggess stated she would like to ask the Council to give the community the opportunity to ask questions, get answers, and perhaps have a special meeting with the Police Department at City Hall. There is a lot of uncertainty about how those cameras are used, what they are used for and who has access to that information. Citizens would like their questions answered before Council moves forward. Councilman Covington stated he agrees and that a meeting would give citizens closure.

BILL NO. 2026-136 – APPROVING AND ACCEPTING A MASTER SERVICES AGREEMENT WITH FLOCK GROUP INC FOR THE SEDALIA POLICE DEPARMENT was read once by title.
2nd Reading – Motion by Cross, 2nd by Scribner. All in Favor.
Cross withdrew motion, Scribner withdrew 2nd.
Motion by Boggess, 2nd by Covington to direct staff to schedule a Special Council Meeting and postpone voting until the Special Council Meeting has taken place. All in favor.

- The Fire Department is requesting a budget amendment to repair Engine 1, which was damaged when it struck an object while backing into the Central Fire Station. The estimated repair cost, and the full amount of the requested amendment, is $22,247.48. The City's insurance is expected to reimburse $17,247.48 after the $5,000 deductible, leaving the deductible as the City's cost.

RESOLUTION NO. 2186 – 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 2027was read once by title and approved on motion by Cross, seconded by Boggess. All in favor.

BILL NO. 2026-137, ORDINANCE NO. 12520 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2026-2027 REGARDING FIRE TRUCK REPAIRS 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:

- The City owns a vacant lot at 819 East 15th Street and has received an offer from Mid Mo Fine Homes LLC to purchase the property for $5,500. Under the agreement, the buyer plans to build a single-family home and maintain the property in compliance with City codes. The sale would be "as is," with title conveyed by quit claim deed. To support the buyer's commitment, the City would retain an option to repurchase the property for the purchase price if the buyer fails to meet the agreement's construction and maintenance requirements.

BILL NO. 2026-138, ORDINANCE NO. 12521 – AN ORDINANCE APPROVING A QUIT CLAIM DEED FOR THE SALE OF PROPERTY COMMONLY KNOWN AS 819 EAST 15TH STREET FROM THE CITY OF SEDALIA, MISSOURI TO MID MO FINE HOMES LLC, A MISSOURI LIMITED LIABILITY COMPANY was read once by title.

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

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

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

- The City owns a vacant lot at 1000 East 12th Street and has received an offer from Mid Mo Fine Homes LLC to purchase it for $4,000. The buyer plans to construct a single-family residence and maintain the property in compliance with City codes. The property would be sold "as is" by quit claim deed. The agreement also gives the City an option, beginning two years after closing, to repurchase the property for the original purchase price if the buyer fails to meet the construction and maintenance requirements.

BILL NO. 2026-139, ORDINANCE NO. 12522 – AN ORDINANCE APPROVING A QUIT CLAIM DEED FOR THE SALE OF PROPERTY COMMONLY KNOWN AS 1000 EAST 12TH STREET FROM THE CITY OF SEDALIA, MISSOURI TO MID MO FINE HOMES LLC, A MISSOURI LIMITED LIABILITY COMPANY was read once by title.

2nd Reading – Motion by Cross, 2nd by Covington. 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".

APPOINTMENTS: None

BIDS: None

LIQUOR LICENSES:

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

New:

* DB Investments LLC dba The Venue, 219 South Ohio, Liquor by the Drink & Sunday Sales

Renewals:

*Janice Ulmer dba Sedalia Elks Lodge #125, 320 South Kentucky, Sunday Sales & Liquor by the Drink

*Hunter Bunker dba State Fair Spirits, 1419 South Limit, Retail Sales (22% or less by volume), Sunday Liquor Sales & Tasting Permit

*Minerva Perez-Marin dba El Tapatio LLC, 3000 South Limit, Liquor by the Drink & Sunday Sales

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR: None

The meeting adjourned at 8:29 p.m. on motion by Boggess, seconded by Scribner to a closed-door meeting in the upstairs conference room pursuant to subsections 1 (Legal Advice), 2 (Real Estate), 3 (Personnel), 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 9:06 p.m. on motion by Boggess, seconded by Covington.

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 9:07 p.m. on motion by Boggess, seconded by Covington. All in Favor.

THE CITY OF SEDALIA, MISSOURI

Traves Williams, Mayor

Jason S. Myers, MRCC City Clerk

SEDALIA
Let's Cross Paths

CITY OF SEDALIA, MISSOURI
SPECIAL COUNCIL MEETING
NOVEMBER 9, 2026

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

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The Council of the City of Sedalia, Missouri duly met in Special Session on November 9, 2026, at 5:00 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	Present	Spencer Redford	Absent
Tina Boggess	Present	Michelle Franklin	Present

ROLL CALL OF STANDING COMMITTEES:

PUBLIC SAFTEY – Chairman Jack Robinson; Vice Chairman Spencer Redford

PRESENTATION – FLOCK Cameras and ALPR Systems

Motion by Boggess, seconded by Cross to amend the agenda to allow questions from audience following the presentation by Chief Woolery. All Present in Favor. Redford was Absent.

Police Chief David Woolery presented information regarding FLOCK cameras and ALPR systems related to the agreement renewal for the Sedalia Police Department. He stated that there has been growing public concern about the camera systems and their use, much of which revolves around the perception of mass surveillance and that information collected is stored. These concerns concentrate on the idea of 4th Amendment privacy violations. Chief Woolery cited Arizona versus Gant from 2009 to illustrate. Prior to this, if law enforcement made a traffic stop and an individual in the car had a warrant, officers could search the car for other violations such as weapons, drugs, etc. That was the rule of law at the time. After Arizona versus Gant, the scope was narrowed to two criteria, officer safety and reasonable suspicion of evidence related to an offense. While laws change regularly, we cannot change our rights guaranteed under the Constitution and it is our sworn oath and responsibility to protect them. Chief Woolery stated he does not believe that FLOCK or ALPR cameras are a 4th Amendment overreach under the law but rather an effective tool to ensure citizens' rights under the amendment are protected.

FLOCK cameras were proposed in 2023 to Council in the 2024 Sedalia Police Department's Strategic Plan. Currently there are 11 ALPR cameras and the same number of cameras from the original implementation to present, along with 3 FLOCK cameras called Condors (static cameras at specific intersections and crime areas) with continued funding in Budget years 2026 and 2027.

FLOCK cameras work by capturing license plate data to solve crimes, locate wanted vehicles and keep community safe. It captures the license plate then the image, timestamp and location are encrypted and securely uploaded to the system platform. Sedalia Police Department can then receive real-time data and alerts which are handled with strict privacy protections and limited to authorized users for approved purposes. It must be Criminal Justice Information Services or CJIS compliant to meet National

Council Agenda

Crime Information Center or NCIC rules. FLOCK is CJIS compliant on their server. The goals with FLOCK are to solve crimes faster, support proactive policing/critical leads 24/7 and earn Community trust through responsible use.

FLOCK is a tool that provides information and leads but must have human verification. That is done as follows:

- ✓ All officers must complete Flock system training before being authorized to use it.
- ✓ A Flock search must be tied to an active investigation or a department approved training.
- ✓ Officers are required to input the case number or investigation details, crime they are investigating and reason for the search.
- ✓ Regular audits are performed by Command Staff
- ✓ Like all law enforcement data systems, Flock searches and Hotlist Alerts must be verified by officers through sources such as Dispatch, MULES, NCIC, or DOR before enforcement action is taken. These systems, like Flock, require human verification before taking action.

Chief Woolery stated that Sedalia Police Department staff do not get to utilize the system unless they are trained and certified to do so. This includes knowledge of policies associated and searches must be tied to an active investigation. The Department also met and reviewed the Audit process to ensure searches are tied to a case number and a required field which has improved the Audit process. FLOCK also conducts their own Audits and advises of any flags. Other agencies Sedalia Police Department verifies through are Missouri Uniform Law Enforcement System and Department of Revenue.

Based on misconceptions and beliefs shared on social media, a review was made regarding what FLOCK does not do. It does not conduct facial recognition or identify individuals, collect personal information, Cell or communication monitoring, they do not have microphones, no barcode scanning, no crime prediction, no continuous tracking or video recording and no speed monitoring. FLOCK deletes data automatically after 30 days and data is never sold to 3rd parties. The Sedalia Police Department utilizes the LPR cameras responsibly in accordance with policies and laws to support a safer Sedalia.

The City of Sedalia and the Sedalia Police Department maintain multiple policies governing the use of FLOCK, the computers, data systems and IT resources used to access FLOCK and similar law enforcement information as follows:

- ✓ **Department Specific:**
  - ✓ Policy 320: Officer Standards of Conduct
  - ✓ Policy 321: Information Technology Use
  - ✓ Policy 338: Public Safety Video Surveillance Systems
  - ✓ Policy 427: Automated License Plate Readers
  - ✓ Police 804: Protected Information
- ✓ **City of Sedalia Specific:**
  - ✓ Section 7.6: Use of Facilities, Equipment and Materials
  - ✓ Section 7.10 Information Technology
- ✓ Misuse of Flock and violations of the above policies can be the cause for discipline, up to and including termination. This is no different than if officers misused other LE databases, such as MULES, NCIC, criminal history checks, and so forth.

Council Agenda

Chief Woolery stated that Executive Order 26-18 signed by Governor Mike Kehoe on September 16, 2026 sets limits on how Missouri agencies can use ALPR technology. Per FLOCK, all captured license plate reader imagery is permanently deleted after 30 days; all 3rd party vendors and ALPR contractors are strictly prohibited from accessing, acquiring, selling, sharing, commercializing or leveraging Missouri generated data for any non-law enforcement purpose; no artificial intelligence facial recognition capabilities or softward with ALPR system to automatically screen faces of individuals by the technology; and enforcement of Auditing and misuse penalties. The FLOCK contract includes Governor Keohe's E.O. language and SPD is in compliance.

Councilwoman Boggess inquired about the number of users within the Police Department. Commander Michael Elwood responded that all sworn officers who are trained can utilize the system. Chief Woolery also dispelled the belief that SPD shares information with local businesses. A local business can have a FLOCK system and share information with the Department, however, SPD does not and cannot share information with private entities. An individual asked if the camera at Washington Street bridge will remain. Chief Woolery stated he will be making that consideration in the coming Budget if it will remain or move to one of the Parks. Another citizen inquired about what stops other law enforcement from just pulling individuals over to search a vehicle. Chief Woolery stated that while they can stop you, other agencies should be under the same criteria and have a legitimate reason for the search. A question was posed regarding if citizens can get FLOCK information for a court case of something similar. The response was that the information would be documented in the case report and would not come specifically from FLOCK but data from the system would be included in the report and investigation.

An individual approached the podium and expressed concern over Sedalia's crime rate. She stated according to Neighborhood Scout it is 38+% and shared information from other Missouri cities and States in the US that are discontinuing FLOCK cameras over privacy and perceived 3rd party sharing issues. She expressed the need for more Police officers due to increased crime and incidents she has witnessed. Chief Woolery stated that social media comments have included that police want FLOCK to make their jobs easier. FLOCK does not make the job easier but rather more efficient, which is a distinct difference. He shared the average day in a new recruit's day and how FLOCK has assisted to ensure efficiency by providing data to make incidents more solvable.

The Special Meeting adjourned at 6:06 p.m. to a Budget Work Session on motion by Boggess, seconded by Covington. All Present in Favor. Redford was Absent.

THE CITY OF SEDALIA, MISSOURI

Traves Williams, Mayor

Janeice D. Dodick, Deputy City Clerk

Council Agenda

City of Sedalia

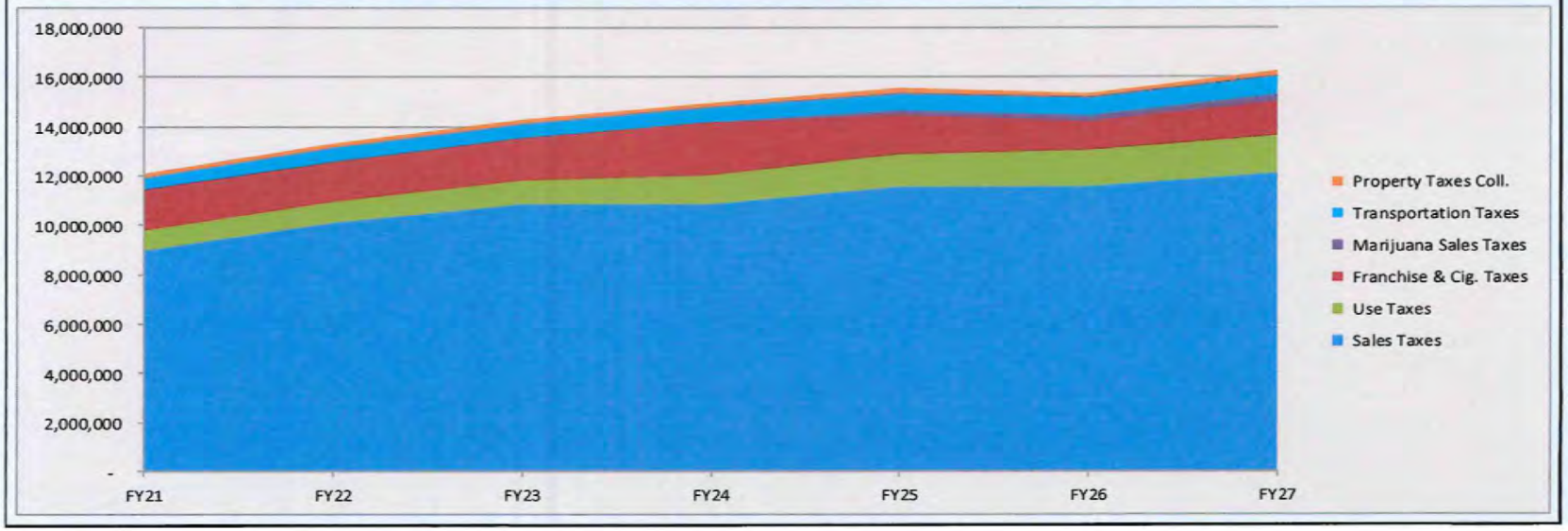
Certain Taxes Collected

Current Month Totals

Description	FY21	FY22	FY23	FY24	FY25	FY26	FY27	Increase (Decrease)	% Increase (Decrease)	Month
Sales Taxes	846,971	917,524	1,263,450	1,237,309	1,424,879	1,431,160	1,554,246	123,086	8.6%	November
Use Taxes	99,552	130,029	95,707	117,266	178,191	173,612	196,883	23,271	13.4%	November
Marijuana Sales Taxes	-	-	-	-	21,175	35,968	45,746	9,778	27.2%	November
Franchise & Cig. Taxes	274,619	238,652	216,673	275,212	257,475	196,375	299,894	103,519	52.7%	October
Transportation Taxes	77,683	75,220	95,553	96,582	104,203	116,448	104,825	(11,623)	(10.0%)	October
Property Taxes Coll.	7,985	8,316	9,874	7,919	11,423	10,452	10,721	269	2.6%	October
Current Month Totals	1,306,810	1,369,741	1,681,258	1,734,287	1,997,346	1,964,016	2,212,316	248,301	12.6%	

Fiscal Year To Date Totals

Description	FY21	FY22	FY23	FY24	FY25	FY26	FY27	Increase (Decrease)	% Increase (Decrease)	FY To Date Through
Sales Taxes	8,975,581	10,096,579	10,852,302	10,849,110	11,522,172	11,524,388	12,078,754	554,367	4.8%	November
Use Taxes	793,546	866,931	953,422	1,179,541	1,362,956	1,506,141	1,538,621	32,480	2.2%	November
Marijuana Sales Taxes	-	-	-	-	172,527	205,991	259,717	53,726	26.1%	November
Franchise & Cig. Taxes	1,656,130	1,608,759	1,699,839	2,133,762	1,608,580	1,189,783	1,394,475	204,692	17.2%	October
Transportation Taxes	490,603	552,542	599,783	646,070	695,199	752,550	779,509	26,959	3.6%	October
Property Taxes Coll.	151,249	162,586	147,231	164,121	188,449	168,861	178,294	9,433	5.6%	October
FYTD Totals	12,067,109	13,287,398	14,252,577	14,972,604	15,549,882	15,347,715	16,229,372	881,657	5.7%	



Council Agenda

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A MASTER AGREEMENT FOR PROFESSIONAL SERVICES FOR AIRFIELD IMPROVEMENTS AT THE SEDALIA REGIONAL AIRPORT.

WHEREAS, the City of Sedalia, Missouri has received a proposal to enter into a master agreement for professional services by and between the City of Sedalia, Missouri and Garver, LLC, for Airfield improvements; and

WHEREAS, under the terms of the agreement, the City of Sedalia, Missouri shall pay Garver, LLC in accordance with applicable work orders for said professional services as more fully described in the agreement attached to this ordinance and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri hereby authorizes the agreement by and between the City of Sedalia, Missouri and Garver, 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 16th day of November 2026.

_____
Presiding Officer of the Council

Approved by the Mayor of said City this 16th day of November 2026.

_____
Traves Williams, Mayor

Attest:

_____
Jason S. Myers, MRCC
City Clerk

Council Agenda

Council Memo – Garver Master Agreement for Professional Services (KDMO)

TO: Mayor and Members of the Sedalia City Council
FROM: Mitchell Mullen, Airport Director, Sedalia Regional Airport
RE: Master Agreement for Professional Services with Garver, LLC — Airport Engineering Consultant, Sedalia Regional Airport (KDMO), Garver Project No. 2602210

Requested Action

Staff requests that City Council approve an ordinance authorizing the Mayor to execute a Master Agreement for Professional Services with Garver, LLC to serve as the engineering consultant for Sedalia Regional Airport (KDMO).

The agreement sets the standard terms for Garver's work. It does not obligate any funds by itself; each project is authorized separately through a Work Order that states the scope and fee.

Background

The Airport needs an engineering consultant on call to plan, design and oversee capital projects, including work eligible for FAA and MoDOT Aviation grants. A master agreement lets the City assign projects to one qualified firm without renegotiating contract terms each time.

Garver, LLC is a multi-discipline engineering firm with an established aviation practice. Garver was selected through a Request for Qualifications (RFQ) process.

The first anticipated Work Order is design and construction-phase services for the new hangar, which Council has already approved and included in the current budget. Future Work Orders may cover other airport projects such as pavement, lighting, planning and grant-funded improvements.

The agreement was reviewed and approved by the City's legal counsel. Garver signed it on November 11, 2026 (Colin Bible, Vice President, Aviation).

Key Terms of the Agreement

Item	Term	Section
How work is assigned	Each project is authorized by a Work Order signed by both parties, stating scope and fee	2.1, Exhibit A
Payment	Monthly invoices; undisputed amounts due 30 days after receipt; disputes noticed within 15 days	3.2, 3.3.1
Late payment	1% monthly interest after 30 days; Garver may suspend work if unpaid after 45 days	3.3.2, 3.3.3

Item	Term	Section
Changes in scope	Cost or schedule changes require a written Amendment signed by both parties	4.1
Termination	City may terminate for convenience on 10 days' written notice; either party for cause after 7 business days' notice to cure	11.1, 11.2
Liability	Garver's total liability capped at 100% of the fee on the Work Order involved; mutual waiver of consequential damages	9.2.2, 9.2.3
Indemnification	Each party responsible in proportion to its own negligence; Missouri sovereign immunity (RSMo 537.610) preserved	9.1
Insurance	General and professional liability $1M per occurrence/claim, $2M aggregate; auto $500K; $1M umbrella; City named additional insured on general liability	7.1, Exhibit B
Records and audit	Records kept 3 years after completion; FAA and City have audit access for grant programs	8.1
Deliverables	Drawings and reports become City property; record drawings also delivered to the FAA	6.2.1, 8.2
Cost estimates	Garver's estimates are opinions only and do not cap construction bids	6.3
Personnel	City agrees not to hire Garver staff during the agreement and for 1 year after	5.1.6
Missouri requirements	E-Verify affidavit (RSMo 285.530) and Israel anti-boycott certification (RSMo 34.600); Missouri law governs	12.1–12.3

Fiscal Impact

Approving the Master Agreement has no direct cost. Fees are set in each Work Order, and the City must confirm funding is in place before signing one (Section 3.1).

The hangar project's engineering costs will be paid from the funds the City received from selling its hangar to ProEnergy, which are already in the approved budget. Future Work Orders will be funded through the approved airport budget and, where eligible, FAA or MoDOT Aviation grants.

Staff Recommendation

Staff recommends that Council approve the Master Agreement for Professional Services with Garver, LLC and authorize the Mayor to execute it on behalf of the City.

GARVER

Master Agreement
For
Professional Services

City of Sedalia, Missouri
Sedalia Regional Airport (KDMO)

Project No. 2602210

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GARVER

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THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES ("**Agreement**") is made as of the Effective Date by and between the **City of Sedalia, Missouri** (hereinafter referred to as "**Owner**"), and **Garver, LLC** (hereinafter referred to as "**Garver**" or "**Engineer**"). Owner and Garver may individually be referred to herein after as a "Party" and/or "Parties" respectively.

RECITALS

WHEREAS, Owner is in need of certain professional Services as further set forth in the applicable Work Order.

WHEREAS, Garver will provide professional Services as further described herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section:

"Effective Date" means the date last set forth in the signature lines below.

"Damages" means any and all damages, liabilities, or costs (including reasonable attorneys' fees recoverable under applicable law).

"Hazardous Materials" means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

"Personnel" means affiliates, directors, officers, partners, members, employees, and agents.

"Work Order" means a document executed by both Parties reflecting Owner's request for professional Services in the form of Exhibit A.

2. SCOPE OF SERVICES

2.1. Services. Owner hereby engages Garver to perform the scope of service requested by Owner under a Work Order(s) (the "**Services**"). Execution of the applicable Work Order by Owner constitutes Owner's written authorization to proceed with the Services set forth in such Work Order. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.

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3. PAYMENT

3.1. Fee. For the Services described under Section 2.1, Owner will pay Garver in accordance with this Section 3 and the applicable Work Order. Owner represents that funding sources necessary to pay Garver in accordance with the terms of this Agreement will be in place prior to execution of the applicable Work Order.

3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished. The Owner's terms and conditions set forth in a purchase order (or any similar document) are expressly rejected.

3.3. Payment.

3.3.1. Due Date. Owner shall pay Garver all undisputed amounts thirty (30) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.

3.3.2. If any undisputed payment due Garver under this Agreement is not received within forty-five (45) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.

3.3.3. Payments due and owing that are not received within thirty (30) days of an invoice date will be subject to interest at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

4. AMENDMENTS

4.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("Amendment"). As soon as reasonably possible, Garver shall forward a formal Amendment to Owner with backup supporting the Amendment. All Amendments should include, to the extent known and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional work created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

5. CLIENT'S RESPONSIBILITIES

5.1. Owner's responsibilities shall include the following:

5.1.1. Those responsibilities set forth in the applicable Work Order.

5.1.2. Pay Garver in accordance with Section 3 and the applicable Work Order.

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5.1.3. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Garver pursuant to this Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing Services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in the applicable Work Order.

5.1.4. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Work Order; or (iii) Owner's performance of its responsibilities under this Agreement.

5.1.5. Owner shall include "Garver, LLC" as an indemnified party under the contractor's indemnity obligations included in the construction contract documents, if any.

5.1.6. Owner will not directly or indirectly solicit any of Garver's Personnel during performance of this Agreement and for a period of one (1) year beyond completion of this Agreement.

6. GENERAL REQUIREMENTS

6.1. Standards of Performance.

6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.

6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's project specific safety programs, which have been provided to Garver in writing in advance of any site visits.

6.1.4. Relied Upon Information: Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services.

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Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.

6.1.6. Garver is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, research, or enforcement of construction insurance or surety bonding requirements. Garver's Services expressly do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services. In no event is Garver acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission.

6.2. Instruments of Service.

6.2.1. Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under the applicable Work Order (the "**Deliverables**"), shall become the property of Owner subject to the terms and conditions stated herein. Except to the extent expressly included as part of the Services under Exhibit A, Garver will not provide digital document accessibility services (e.g., ADA-compliant Deliverables, 508-compliant Deliverables, WCAG-complaint Deliverables, etc.).

6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files ("**Electronic Media**"), are tools used solely for the preparation of the Deliverables. Upon Owner's written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner's software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including, but not limited to, costs of defense arising out of changes or modifications to the Electronic Media form in Owner's possession or released to others by Owner. Garver's sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.

6.2.3. Property Rights. All property rights of a Party, including copyright, patent, and reuse ("**Intellectual Property**"), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so embedded and may not be separated therefrom.

6.2.4. Third Party Terms and Conditions. Owner and its separate consultant(s) and/or contractor(s) shall abide by applicable third-party terms and conditions in the use of Deliverables and Intellectual Property, which may include gateways, links or other functionality that allows Owner to access third-party services, content, and material. Garver does not supply and is not responsible for any third-party services, content, or

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material, which may be subject to their own license, end-user agreements, privacy and security policies and terms of use. ALL THIRD-PARTY SERVICES, CONTENT, AND MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND FROM GARVER AND GARVER MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. GARVER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. SUBJECT TO THE TERMS OF THIS AGREEMENT, GARVER DOES NOT WARRANT THAT THE THIRD-PARTY SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE CONTENT WILL BE SECURE BEYOND ANY POSSIBLE THREAT.

6.2.5. THIRD-PARTY CLAIMS FOR INFRINGEMENT. Should Deliverables become, or be likely to become in Garver's reasonable opinion, the subject of any claim that infringes, violates, or constitutes a wrongful use of intellectual property rights, Garver will, at its sole option: (i) procure for Owner the necessary rights to continue to use the infringing material, or (ii) replace or modify the potentially infringing material to make them non-infringing, but functionally equivalent. If Garver determines that none of these options are reasonably available, then Garver may refund any prepaid and unused fees.

6.2.5.1. Exclusions. Garver has no obligation to the extent a claim arises from: Garver's compliance with Owner's specifications; a combination of the Services with other technology or aspects where the infringement would not occur but for the combination; Owner data; or technology or aspects not provided by Garver. THIS SECTION CONTAINS CLIENT'S EXCLUSIVE REMEDIES AND GARVER'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT.

6.2.6. License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of the project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver's subconsultants. To the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense arising out of Owner's use of the Intellectual Property contrary to the rights permitted herein.

6.2.7. Notwithstanding any provision to the contrary, Garver may utilize Deliverables, Electronic Media and Intellectual Property in third-party technology products for generative AI queries and other legitimate corporate purposes.

6.3. Opinions of Cost.

6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver's opinions of project costs or construction costs provided pursuant to the applicable Work Order, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and

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qualified professional engineering firm, familiar with the construction industry. Garver cannot and does not guarantee that proposals, bids, or actual project or construction costs will not vary from estimates prepared by Garver.

6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.

6.5. Design without Construction Phase Services.

6.5.1. Garver shall be responsible only for those construction phase Services expressly set forth in a Work Order, if any. With the exception of such expressly required Services, Garver shall have no responsibility or liability for any additional construction phase services, including review and approval of payment applications, design, shop drawing review, or other obligations during construction. Owner assumes all responsibility for interpretation of the construction contract documents and for construction observation and supervision and waives any claims against Garver that may be in any way connected thereto.

6.5.2. Owner agrees, to the fullest extent permitted by law, to indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such construction phase services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the construction contract documents to reflect changed field or other conditions, except to the extent such claims arise from the negligence of Garver in performance of the Services.

6.5.3. If the Owner requests in writing that Garver provide any specific construction phase services or assistance with resolving disputes or other subcontractor related issues, and if Garver agrees to provide such services, then Garver shall be compensated for the work as an Amendment in accordance with Sections 4 and 10.2.

6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Owner shall indemnify and hold Garver and Garver's subconsultants, and their Personnel harmless from and against any and all losses which arise out of the performance of the Services and relating to the regulation

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and/or protection of the environment including without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of Hazardous Material, whether above or below ground.

6.7. Confidentiality. Owner and Garver shall consider: (i) all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally; and (ii) all documents resulting from Garver's performance of Services to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services.

7. INSURANCE

7.1. Insurance.

7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit B until completion of the Service.

7.1.2. Garver shall name Owner as an additional insured on Garver's General Liability policy to the extent of Garver's indemnity obligations provided in Section 9 of this Agreement.

7.1.3. Upon request, Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit B.

8. DOCUMENTS

8.1. Audit. Garver shall maintain all required records for the later of three (3) years after completion of the Services or Owner makes final payment and all other pending matters are closed. FAA, Owner, Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, papers and records of Garver which are directly pertinent to a specific grant program for the purpose of audit, examination, excerpts, and transcription. In no event shall Owner be entitled to audit the makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).

8.2. Delivery. After completion of the Services, and prior to final payment, Garver shall deliver to the Owner all original documentation prepared under this Agreement, and one (1) set of the record drawing construction plans updated to reflect changes. One (1) set of the record drawing construction plans will also be delivered to the FAA airport region office. In the event the Owner does not have proper storage facilities for the protection of the original drawings, the Owner may request Garver to retain the drawings with the provision that they will be made available upon written request.

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9. INDEMNIFICATION / WAIVERS

9.1. Indemnification.

9.1.1. Garver Indemnity. Subject to the limitations of liability set forth in Section 9.2, Garver agrees to indemnify and hold Owner, and Owner's Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent such Damages are caused by the negligent acts, errors, or omissions of Garver or any other party for whom Garver is legally liable, in the performance of the Services under this Agreement.

9.1.2. Owner Indemnity. Subject to the limitations of liability set forth in Section 9.2, and to the extent permitted by law, Owner agrees to indemnify and hold Garver and Garver's subconsultants and their Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent caused by the negligent acts, errors, or omissions of Owner or any other party for whom Owner is legally liable, in the performance of Owner's obligations under this Agreement.

9.1.3. In the event claims or Damages are found to be caused by the joint or concurrent negligence of Garver and the Owner, they shall be borne by each Party in proportion to its own negligence. All of the provisions in this Agreement are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes.

9.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:

9.2.1. The Parties agree that any claim or suit for Damages made or filed against the other Party will be made or filed solely against Garver or Owner respectively, or their successors or assigns, and that no Personnel shall be personally liable for Damages under any circumstances.

9.2.2. Mutual Waiver. To the fullest extent permitted by law, neither Owner, Garver, nor their respective Personnel shall be liable for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

9.2.3. Limitation. In recognition of the relative risks and benefits of the Work Order to both the Owner and Garver, Owner hereby agrees that Garver's and its Personnel's total liability under the Agreement shall be limited to one hundred percent (100%) of Garver's fee set forth in the applicable Work Order giving rise to the liability.

9.2.4. No Other Warranties. No other warranties or causes of action of any kind, whether statutory, express or implied (including all warranties of merchantability and fitness for a particular purpose and all warranties arising from course of dealing or usage of trade) shall apply. Owner's exclusive remedies and Garver's only obligations arising out of or in connection with defective Services (patent, latent or otherwise), whether based in contract, in tort (including negligence and strict liability), or otherwise, shall be those stated in the Agreement.

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9.2.5. The limitations set forth in Section 9.2 apply regardless of whether the claim is based in contract, tort, or negligence including gross negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever.

10. DISPUTE RESOLUTION

10.1.1. Pending resolution of any Dispute, unless the Agreement is otherwise terminated, Garver shall continue to perform the Services under this Agreement that are not the subject of the Dispute, and Owner shall continue to make all payments required under this Agreement that are not the subject of the Dispute.

10.2. Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement shall be amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.

11. TERMINATION

11.1. Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with the applicable Work Order for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices.

11.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.

11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.

12. MISCELLANEOUS

12.1 Missouri Immigration Law Affidavit, Garver takes note that Section 285.530.2 of the Missouri Revised Statues requires Garver to affirm by sworn affidavit and provision of documentation that Garver has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, Garver will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Agreement and that Garver

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has such a program, documentation for the program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.

12.2 Anti-Discrimination Against Israel. Garver hereby certifies, in accordance with Sec 34.600, RSMo. that they have not and shall not, for the duration of this Agreement, be engaged in a boycott of: Goods or services from the State of Israel; Companies doing business in, or with, Israel; Companies authorized by, licensed by, or organized under, the laws of the State of Israel; or Persons or entities doing business in the state of Israel.

12.3 Governing Law. This Agreement is governed by the laws of the State of Missouri, without regard to its choice of law provisions.

12.4 Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.

12.5 Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.

12.6 No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.

12.7 Entire Agreement. This Agreement constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.

12.8 Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

12.9 Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

13 EXHIBITS

13.3 The following Exhibits are attached to and made a part of this Agreement:

Exhibit A – Form of Work Order
Exhibit B – Insurance

Owner and Garver, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the

Council Agenda

aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.

IN WITNESS WHEREOF, Owner and Garver have executed this Agreement effective as of the date last written below.

CITY OF SEDALIA, MISSOURI	GARVER, LLC
By: _____ *Signature*	By: Colin Bible *Signature*
Name: _____ *Printed Name*	Name: Colin Bible *Printed Name*
Title: _____	Title: Vice President, Aviation
Date: _____	Date: 11/11/2026
Attest: _____	Attest:

Council Agenda

EXHIBIT A
(FORM OF WORK ORDER)

WORK ORDER NO. [?]
[Owner Name]
Project No. [????????]

This WORK ORDER ("Work Order") is made by and between the **[Owner Name]** (hereinafter referred to as "Owner") and **Garver, LLC**, (hereinafter referred to as "Garver") in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on [??/??/????] (the "Agreement").

Under this Work Order, the Owner intends to make the following improvements for **[Insert Project Title]**:

[Insert text here.]

Garver will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

1. SCOPE OF SERVICES

1.1. Garver shall provide the following Services:
1.1.1. [Insert text here [or] in Appendix A as needed.]
1.2. In addition to those obligations set forth in the Agreement, Owner shall:
1.2.1. [Insert text here]

2. PAYMENT

3. For the Services set forth above, Owner will pay Garver as follows: [Insert Text Here]

4. APPENDICES

4.1. The following Appendices are attached to and made a part of this Work Order:
4.2. Appendix A - Scope of Services
4.3. Appendix B – Fee Spreadsheet

This Work Order may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page to Follow]

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The effective date of this Work Order shall be the last date written below.

[*Insert Signature Block with the Appropriate Parties*]

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EXHIBIT B
(INSURANCE)

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

Worker's Compensation	Statutory Limit
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	$500,000
General Liability	
Each Occurrence	$1,000,000
Aggregate	$2,000,000
Professional Liability	
Each Claim Made	$1,000,000
Annual Aggregate	$2,000,000
Excess or Umbrella Liability	
Per Occurrence	$1,000,000
General Aggregate	$1,000,000

Council Agenda

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A QUIT CLAIM DEED FOR THE SALE OF PROPERTY COMMONLY KNOWN AS 1208 SOUTH LAMINE AVENUE FROM THE CITY OF SEDALIA, MISSOURI TO GENESIS BUILD CO., LLC, A MISSOURI LIMITED LIABILITY COMPANY.

WHEREAS, The City of Sedalia, Missouri has received a proposal from Genesis Build Co., LLC, a Missouri Limited Liability Company, to purchase property commonly known as 1208 South Lamine Avenue for the sum and amount of Five Thousand Dollars ($5,000.00) 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 Genesis Build Co., LLC, a Missouri Limited Liability Company 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 Genesis Build Co., LLC, a Missouri Limited Liability Company, for the conveyance of property commonly known as 1208 South Lamine 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 16th day of November, 2026.

_____
Presiding Officer of the Council

Approved by the Mayor of said City this 16th day of November, 2026.

_____
Traves Williams, Mayor

ATTEST:

_____
Jason S. Myers, MRCC
City Clerk

Council Agenda

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 Genesis Build Co., LLC, a Missouri Limited Liability Company ("Buyer"), collectively the "Parties."

WHEREAS, Seller owns real estate property consisting of a vacant lot, the address of which is 1208 South Lamine 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 1208 South Lamine Avenue, Sedalia, Missouri 65301.

   Tax Parcel Information (i.e., "Parcel ID" or "Tax Map & Lot"): 152004446011000

   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 five thousand dollars ($5,000.00).

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.

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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**

Council Agenda

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 a Missouri Limited Liability Company; (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.

c. 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

Council Agenda

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. Such option shall be extinguished upon Buyer's receipt of a certificate of occupancy for the single family residence.

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.

Council Agenda

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.

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

BUYER-Genesis Build Co., LLC

_____ _____
Alex Tsurkan Date

SELLER

_____ _____
City of Sedalia, Missouri Date

Matthew Wirt, City Administrator

Attest: _____
Jason S. Myers, MRCC City Clerk

Council Agenda

EXHIBIT A:

LEGAL DESCRIPTION OF THE PROPERTY SUBJECT TO THE AGREEMENT

1208 South Lamine Avenue:

19' N SI LOT 10 & 30' S SI LOT 11 BLK 1 COTTON BROTHERS ADD

Council Agenda

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: **Genesis Build Co., LLC, a Missouri Limited Liability Company, 3330 West 10th Street, Sedalia, Missouri 65301**

Legal Description of Property located in Pettis County, Missouri:

1208 South Lamine Avenue:

19' N SI LOT 10 & 30' S SI LOT 11 BLK 1 COTTON BROTHERS ADD

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 **Genesis Build Co., LLC, a Missouri Limited Liability Company,** 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.

Council Agenda

IN WITNESS WHEREOF, the said grantor has caused these presents to be signed by its City Administrator and attested by its Municipal Clerk, and the seal of the City of Sedalia, Missouri to be hereto attached, the day and year first written above.

City of Sedalia, Missouri

By: _____
Matthew Wirt, City Administrator

ATTEST:

_____
Jason S. Myers, MRCC
City Clerk

(SEAL)

STATE OF MISSOURI)
) ss.
COUNTY OF PETTIS)

On this _____ day of _____, 2026, before me appeared Matthew Wirt, to me personally known, who being by me duly sworn, did say that he is City Administrator of the City of Sedalia, a Missouri municipal corporation, and that seal affixed to the foregoing instrument is the seal of said City and that instrument was signed and sealed in behalf of said municipal corporation by the authority of the City Council of the City of Sedalia, and acknowledged said instrument to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in said county the day and year first above written.

_____

(SEAL)

_____
Notary Public
My commission expires: _____

Council Agenda

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A QUIT CLAIM DEED FOR THE SALE OF PROPERTY COMMONLY KNOWN AS 420 EAST 6TH STREET FROM THE CITY OF SEDALIA, MISSOURI TO GENESIS BUILD CO., LLC, A MISSOURI LIMITED LIABILITY COMPANY.

WHEREAS, The City of Sedalia, Missouri has received a proposal from Genesis Build Co., LLC, a Missouri Limited Liability Company, to purchase property commonly known as 420 East 6th Street for the sum and amount of Seven Thousand Dollars ($7,000.00) 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 Genesis Build Co., LLC, a Missouri Limited Liability Company 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 Genesis Build Co., LLC, a Missouri Limited Liability Company, for the conveyance of property commonly known as 420 East 6th Street 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 16th day of November, 2026.

_____
Presiding Officer of the Council

Approved by the Mayor of said City this 16th day of November, 2026.

_____
Traves Williams, Mayor

ATTEST:

_____
Jason S. Myers, MRCC
City Clerk

Council Agenda

CITY OF SEDALIA, MISSOURI

COMMERCIAL REAL ESTATE SALE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of the _____day of _____, 2026, by and between, the City of Sedalia, Missouri ("Seller"), a city of the third class dully existing under the laws of the State of Missouri and Genesis Build Co., LLC, a Missouri Limited Liability Company ("Buyer"), collectively the "Parties."

WHEREAS, Seller owns real estate property consisting of a vacant lot, the address of which is 420 East 6th Street, 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 420 East 6th Street, Sedalia, Missouri 65301.

   Tax Parcel Information (i.e., "Parcel ID" or "Tax Map & Lot"): 152003237001000

   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 seven thousand dollars ($7,000.00).

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.

Council Agenda

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**

Council Agenda

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. <u>Buyer's Warranties, Representations and Covenants</u>

a. AUTHORITY: Buyer (i) is a Missouri Limited Liability Company; (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.

c. 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. <u>Seller's Purchase Option</u>

Council Agenda

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. Such option shall be extinguished upon Buyer's receipt of a certificate of occupancy for the single family residence.

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.

Council Agenda

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.

Council Agenda

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

BUYER-Genesis Build Co., LLC

_____ _____
Alex Tsurkan Date

SELLER

_____ _____
City of Sedalia, Missouri Date

Matthew Wirt, City Administrator

Attest: _____
Jason S. Myers, MRCC City Clerk

Council Agenda

EXHIBIT A:

LEGAL DESCRIPTION OF THE PROPERTY SUBJECT TO THE AGREEMENT

420 East 6th Street:

LOTS FIVE (5) AND SIX (6) IN BLOCK FIFTY EIGHT (58) OF JOHN ANDRUS SUB-DIVISION OF BLOCKS TWENTY-FIVE (25), FIFTY-EIGHT (58) AND FIFTY-NINE (59) IN MARTHA E. MARTIN AND SARAH E. SMITH'S ADDITION TO THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI

Council Agenda

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: **Genesis Build Co., LLC, a Missouri Limited Liability Company, 3330 West 10th Street, Sedalia, Missouri 65301**

Legal Description of Property located in Pettis County, Missouri:

420 East 6th Street:

LOTS FIVE (5) AND SIX (6) IN BLOCK FIFTY EIGHT (58) OF JOHN ANDRUS SUB-DIVISION OF BLOCKS TWENTY-FIVE (25), FIFTY-EIGHT (58) AND FIFTY-NINE (59) IN MARTHA E. MARTIN AND SARAH E. SMITH'S 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 **Genesis Build Co., LLC, a Missouri Limited Liability Company,** 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

Council Agenda

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.

IN WITNESS WHEREOF, the said grantor has caused these presents to be signed by its City Administrator and attested by its Municipal Clerk, and the seal of the City of Sedalia, Missouri to be hereto attached, the day and year first written above.

City of Sedalia, Missouri

By: _____
Matthew Wirt, City Administrator

ATTEST:

_____
Jason S. Myers, MRCC
City Clerk

(SEAL)

STATE OF MISSOURI)
) ss.
COUNTY OF PETTIS)

On this _____ day of _____, 2026, before me appeared Matthew Wirt, to me personally known, who being by me duly sworn, did say that he is City Administrator of the City of Sedalia, a Missouri municipal corporation, and that seal affixed to the foregoing instrument is the seal of said City and that instrument was signed and sealed in behalf of said municipal corporation by the authority of the City Council of the City of Sedalia, and acknowledged said instrument to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in said county the day and year first above written.

_____

(SEAL)

_____
Notary Public
My commission expires: _____

Council Agenda

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A QUIT CLAIM DEED FOR THE SALE OF PROPERTY COMMONLY KNOWN AS 1104 EAST 5TH STREET FROM THE CITY OF SEDALIA, MISSOURI TO GENESIS BUILD CO., LLC, A MISSOURI LIMITED LIABILITY COMPANY.

WHEREAS, The City of Sedalia, Missouri has received a proposal from Genesis Build Co., LLC, a Missouri Limited Liability Company, to purchase property commonly known as 1104 East 5th Street for the sum and amount of Three Thousand Dollars ($3,000.00) 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 Genesis Build Co., LLC, a Missouri Limited Liability Company 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 Genesis Build Co., LLC, a Missouri Limited Liability Company, for the conveyance of property commonly known as 1104 East 5th Street 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 16th day of November, 2026.

_____
Presiding Officer of the Council

Approved by the Mayor of said City this 16th day of November, 2026.

_____
Traves Williams, Mayor

ATTEST:

_____
Jason S. Myers, MRCC
City Clerk

Council Agenda

CITY OF SEDALIA, MISSOURI

COMMERCIAL REAL ESTATE SALE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of the _____ day of _____, 2026, by and between, the City of Sedalia, Missouri ("Seller"), a city of the third class dully existing under the laws of the State of Missouri and Genesis Build Co., LLC, a Missouri Limited Liability Company ("Buyer"), collectively the "Parties."

WHEREAS, Seller owns real estate property consisting of a vacant lot, the address of which is 1104 East 5th Street, 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 1104 East 5th Street, Sedalia, Missouri 65301.

   Tax Parcel Information (i.e., "Parcel ID" or "Tax Map & Lot"): 152003136006000

   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 three thousand dollars ($3,000.00).

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.

Council Agenda

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**

Council Agenda

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 a Missouri Limited Liability Company; (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 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

Council Agenda

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.

Council Agenda

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.

Council Agenda

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

BUYER-Genesis Build Co., LLC

_____ _____
Alex Tsurkan Date

SELLER

_____ _____
City of Sedalia, Missouri Date

Matthew Wirt, City Administrator

Attest: _____
Jason S. Myers, MRCC City Clerk

Council Agenda

EXHIBIT A:

LEGAL DESCRIPTION OF THE PROPERTY SUBJECT TO THE AGREEMENT

1104 East 5th Street:

22.50' W ½ LOT 2 & 9' E SI LOT 1 BLK 3 E.T. BROWN 2ND ADD

Council Agenda

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: **Genesis Build Co., LLC, a Missouri Limited Liability Company, 3330 West 10th Street, Sedalia, Missouri 65301**

Legal Description of Property located in Pettis County, Missouri:

1104 East 5th Street:

22.50' W ½ LOT 2 & 9' E SI LOT 1 BLK 3 E.T. BROWN 2ND ADD

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 **Genesis Build Co., LLC, a Missouri Limited Liability Company,** 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.

Council Agenda

IN WITNESS WHEREOF, the said grantor has caused these presents to be signed by its City Administrator and attested by its Municipal Clerk, and the seal of the City of Sedalia, Missouri to be hereto attached, the day and year first written above.

City of Sedalia, Missouri

By: _____
Matthew Wirt, City Administrator

ATTEST:

_____
Jason S. Myers, MRCC
City Clerk

(SEAL)

STATE OF MISSOURI)
) ss.
COUNTY OF PETTIS)

On this _____ day of _____, 2026, before me appeared Matthew Wirt, to me personally known, who being by me duly sworn, did say that he is City Administrator of the City of Sedalia, a Missouri municipal corporation, and that seal affixed to the foregoing instrument is the seal of said City and that instrument was signed and sealed in behalf of said municipal corporation by the authority of the City Council of the City of Sedalia, and acknowledged said instrument to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in said county the day and year first above written.

_____

(SEAL)

_____
Notary Public
My commission expires: _____

Council Agenda

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A QUIT CLAIM DEED FOR THE SALE OF PROPERTY COMMONLY KNOWN AS 1112 EAST 5TH STREET FROM THE CITY OF SEDALIA, MISSOURI TO GENESIS BUILD CO., LLC, A MISSOURI LIMITED LIABILITY COMPANY.

WHEREAS, The City of Sedalia, Missouri has received a proposal from Genesis Build Co., LLC, a Missouri Limited Liability Company, to purchase property commonly known as 1112 East 5th Street for the sum and amount of Three Thousand Dollars ($3,000.00) 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 Genesis Build Co., LLC, a Missouri Limited Liability Company 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 Genesis Build Co., LLC, a Missouri Limited Liability Company, for the conveyance of property commonly known as 1112 East 5th Street 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 16th day of November, 2026.

_____
Presiding Officer of the Council

Approved by the Mayor of said City this 16th day of November, 2026.

_____
Traves Williams, Mayor

ATTEST:

_____
Jason S. Myers, MRCC
City Clerk

Council Agenda

CITY OF SEDALIA, MISSOURI

COMMERCIAL REAL ESTATE SALE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of the _____day of _____, 2026, by and between, the City of Sedalia, Missouri ("Seller"), a city of the third class dully existing under the laws of the State of Missouri and Genesis Build Co., LLC, a Missouri Limited Liability Company ("Buyer"), collectively the "Parties."

WHEREAS, Seller owns real estate property consisting of a vacant lot, the address of which is 1112 East 5th Street, 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 1112 East 5th Street, Sedalia, Missouri 65301.

   Tax Parcel Information (i.e., "Parcel ID" or "Tax Map & Lot"): 152003136003000

   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 three thousand dollars ($3,000.00).

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.

Council Agenda

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**

Council Agenda

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 a Missouri Limited Liability Company; (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.

c. 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**

Council Agenda

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. Such option shall be extinguished upon Buyer's receipt of a certificate of occupancy for the single family residence.

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.

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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.

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

BUYER-Genesis Build Co., LLC

_____ _____
Alex Tsurkan Date

SELLER

_____ _____
City of Sedalia, Missouri Date

Matthew Wirt, City Administrator

Attest: _____
Jason S. Myers, MRCC City Clerk

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EXHIBIT A:

LEGAL DESCRIPTION OF THE PROPERTY SUBJECT TO THE AGREEMENT

1112 East 5th Street:

LOT 4 BLK 3 E T BROWN 2ND ADD

Council Agenda

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: **Genesis Build Co., LLC, a Missouri Limited Liability Company, 3330 West 10th Street, Sedalia, Missouri 65301**

Legal Description of Property located in Pettis County, Missouri:

1112 East 5th Street:

LOT 4 BLK 3 E.T. BROWN 2ND ADD

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 **Genesis Build Co., LLC, a Missouri Limited Liability Company,** 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.

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IN WITNESS WHEREOF, the said grantor has caused these presents to be signed by its City Administrator and attested by its Municipal Clerk, and the seal of the City of Sedalia, Missouri to be hereto attached, the day and year first written above.

City of Sedalia, Missouri

By: _____
Matthew Wirt, City Administrator

ATTEST:

_____
Jason S. Myers, MRCC
City Clerk

(SEAL)

STATE OF MISSOURI)
) ss.
COUNTY OF PETTIS)

On this _____ day of _____, 2026, before me appeared Matthew Wirt, to me personally known, who being by me duly sworn, did say that he is City Administrator of the City of Sedalia, a Missouri municipal corporation, and that seal affixed to the foregoing instrument is the seal of said City and that instrument was signed and sealed in behalf of said municipal corporation by the authority of the City Council of the City of Sedalia, and acknowledged said instrument to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in said county the day and year first above written.

_____

(SEAL)

_____
Notary Public
My commission expires: _____

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