



**City Council Meeting Agenda**  
**Monday, March 18, 2024 – 6:30 p.m.**  
**City Hall, 200 South Osage, Sedalia MO**

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**MAYOR: ANDREW L. DAWSON**

**MAYOR PRO-TEM: RHIANNON M. FOSTER**

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- A. CALL TO ORDER** – Mayor Dawson – Council Chambers
- B. PRAYER & PLEDGE OF ALLEGIANCE**
- C. ROLL CALL**
- D. PUBLIC MEETING** – Proposed FY 2024-2025 Budget
- E. PUBLIC HEARING** – Midtown/West 50 TIF Plans
- F. RETIREMENT/SERVICE AWARDS/SPECIAL AWARDS** – None
- I. APPROVAL OF PREVIOUS SESSION MINUTES**
  - A. Council Meeting** – March 4, 2024
- II. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES**
  - A.** Acceptance of Citizen’s Traffic Advisory Commission minutes dated February 20, 2024
  - B.** Acceptance of Planning & Zoning Commission minutes dated November 8, 2023
- III. ROLL CALL OF STANDING COMMITTEES**
  - A. FINANCE/ADMINISTRATION** – Chairman Chris Marshall; Vice Chairman Jack Robinson
    - 1. Final Budget Amendments**
      - Council Discussion led by Chairman Marshall
      - R** 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 2024 – Mayor Dawson
      - O** Call for Ordinance Amending the Budget for the fiscal year 2023-2024 regarding Final Fiscal Year 2024 Amendments – Mayor Dawson
    - 2. Budget Adoption – Fiscal Year 2025**
      - Council Discussion led by Chairman Marshall
      - O** Call for Ordinance authorizing the Adoption of a budget for the fiscal year 2025 – Mayor Dawson
    - 3. Adopting a 5-year Capital Improvement Plan**
      - Council Discussion led by Chairman Marshall
      - O** Call for Ordinance adopting a Five-Year Capital Improvement Plan – Mayor Dawson
    - 4. Adopting Revised Financial Management Policies**
      - Council Discussion led by Chairman Marshall
      - O** Call for Ordinance Adopting Revised Financial Management Policies – Mayor Dawson
    - 5. Annual Appropriation – Economic Development of Sedalia-Pettis County – \$140,000.00**
      - Council Discussion led by Chairman Marshall

○ Call for Ordinance authorizing an agreement by and between the City of Sedalia, Missouri and Economic Development of Sedalia-Pettis County – Mayor Dawson

6. Agreement – Whiteman Area Leadership Council - \$5,000.00 – 3 Year agreement

Council Discussion led by Chairman Marshall

○ Call for Ordinance Authorizing an Agreement by and between the City of Sedalia, Missouri and Whiteman Area Leadership Council – Mayor Dawson

7. Agreement – Oats, Incorporated - \$25,000.00 – 3 Year agreement

Council Discussion led by Chairman Marshall

○ Call for Ordinance Authorizing an agreement for services by and between the City of Sedalia, Missouri and Oats, Incorporated – Mayor Dawson

8. Annual Appropriation – Scott Joplin International Ragtime Foundation, Inc. – \$10,000.00 -2024 Festival

Council Discussion led by Chairman Marshall

○ Call for Ordinance authorizing an agreement by and between the City of Sedalia, Missouri and Scott Joplin International Ragtime Foundation, Inc. – Mayor Dawson

9. Amend Personnel Regulations – Jury Duty Policy and Fire Physicals Policy

Council Discussion led by Chairman Marshall

○ Call for Ordinance Amending the Personnel Regulations Manual of the City of Sedalia, Missouri relating to Jury Duty/Court Appearances – Mayor Dawson

○ Call for Ordinance Amending the Personnel Regulations Manual of the City of Sedalia, Missouri relating to Pre-employment physicals for Firefighters – Mayor Dawson

**B. PUBLIC SAFETY** – Chairman Jack Robinson; Vice Chairman Steve Bloess

1. Authorizing participation in Cancer Trust Fund – Sedalia Fire Department

Council Discussion led by Chairman Robinson

○ Call for Ordinance of the City of Sedalia, Missouri Authorizing the City to Participate in the Missouri Firefighters Critical Illness Trust and Pool, and further authorizing the Mayor to execute such documents as may be necessary for the City’s participation therein – Mayor Dawson

**C. PUBLIC WORKS** – Chairman Thomas Oldham; Vice Chairwoman Chris Marshall

1. Abatement Order on Consent – Missouri Department of Natural Resources – North & Central Plants

Council Discussion led by Chairman Oldham

○ Call for Ordinance Authorizing an Abatement Order on Consent for the North and Central wastewater treatment plants – Mayor Dawson

2. Agreement Extension – Wastewater Maintenance and Management – Mid-MO Operations, LLC \$20,833.00/Month or \$249,996 Annually

Council Discussion led by Chairman Oldham

○ Call for Ordinance Authorizing an extension to the Agreement for Maintenance and Management of Wastewater Treatment Plants – Mayor Dawson

**3. Contract Extension – Generator Maintenance – Martin Energy Group - \$27,015.55**

Council Discussion led by Chairman Oldham

- Call for Ordinance Authorizing an Extension to the agreement for On-site Generator Maintenance, Inspection, and Repair services – Mayor Dawson

**D. COMMUNITY DEVELOPMENT – Chairwoman Rhiannon Foster; Vice Chairman Tina Boggess –**

**1. Design Guidelines Agreement – Amy Coombs – Total Compensation \$37,153.46; State of Missouri providing \$18,576.73; City required match \$18,576.73 plus \$10,000.00 City staff labor**

Council Discussion led by Chairwoman Foster

- Call for Ordinance authorizing a Missouri Historic Preservation Design Guidelines Project service agreement – Mayor Dawson

**2. Gran Agreement & Sub-award Grant Agreement - Paul Bruhn Grant Sub-recipient projects**

Council Discussion led by Chairwoman Foster

- Call for Ordinance Approving a grant agreement and sub-award grant agreement for Paul Bruhn Historic Revitalization Grant sub-recipient projects – Mayor Dawson

**IV. OTHER BUSINESS**

**A. APPOINTMENTS - None**

**B. LIQUOR LICENSES**

Renewal:

\*Amy Von Holten dba Aldi Inc #88, 3701 West Broadway, Packaged Liquor & Sunday Sales - \$450.00

**V. MISCELLANEOUS ITEMS FROM MAYOR, CITY COUNCIL AND CITY ADMINISTRATOR**

**VI. GOOD AND WELFARE – “During the 'Good and Welfare' section of our meeting agenda, we invite residents of Sedalia to step forward and directly address their City Council. Each participant is requested to clearly state their name and address and will have three minutes to present their statement. This session is specifically designed for residents to express their views or concerns; it is not intended for dialogue, debate, or question-and-answer interactions with the Council. All statements made during this time will be formally recorded in the public record. We urge participants to keep their remarks respectful and focused on matters relevant to our community. Your contributions are a vital part of our continuous efforts to enrich and improve Sedalia, and we thank you for adhering to these guidelines and helping us maintain the decorum of this important process.”**

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

**A. Roll Call Vote for Closed Door Meeting**

**B. Discussion of closed items**

**C. Vote on matters, if necessary (require a Roll Call Vote)**

**D. Motion and Second with Roll Call Vote to adjourn closed door meeting and return to open meeting**

**VIII. ADJOURN MEETING**

**A. Motion and second to adjourn meeting**

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Please be mindful of others on the call by eliminating as much background noise as you can. Mute yourself until you are ready to speak. Do not put the call on hold, if you need to leave even for a short time, hang up as you can always dial back in after your other call. If you hear an echo or squeal, you may have your computer speakers on as well as the phone, mute your computer speakers to eliminate this.

If you want to join in **listen only** mode you can dial the following number and enter the access code.

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Access Code: 578-973-061

*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 MARCH 15, 2024, AT 3:30 P.M. AT THE SEDALIA MUNICIPAL BUILDING, BOONSLICK REGIONAL LIBRARY, SEDALIA PUBLIC LIBRARY AND ON THE CITY'S WEBSITE AT WWW.SEDALIA.COM**



# OFFICE OF THE CITY ADMINISTRATOR

**To:** Honorable Mayor Andrew L. Dawson & City Council Members  
**From:** Kelvin Shaw, City Administrator *KS*  
**Re:** Agenda items for City Council meeting on Monday, March 18, 2024, 6:30 p.m.

**Public Meeting Proposed FY25 Budget** – There is not a requirement to hold a public hearing before considering adoption of the budget. However, in the spirit of transparency and community engagement, our financial policies call for a public meeting to invite comments from citizens on the proposed budget. Later in the agenda, the budget will be presented for consideration of adoption.

**Public Hearing Midtown & West 50 TIF Plans** – Every five years, a public hearing must be held to provide a progress report on each outstanding Tax Increment Financing (TIF) project. Out of the spirit of transparency, staff has opted to provide these reports every year instead of just every five years. John Simmons will provide a progress report for each of the TIF plans open in Sedalia.

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

1. Each year, as part of the budgeting process for the upcoming year, we conduct a comprehensive review of all accounts for the current year. We then adjust the current year budget accordingly to ensure there is sufficient appropriations and transparency by formalizing a final budget amendment.
2. We will be able to review the summary budget work sheets again and make any final changes to the upcoming budget. Then, after much work and deliberation, staff recommends adoption of the budget for the upcoming fiscal year.
3. As part of the budgeting process, staff takes a longer-range look at capital needs planning. The results of the strategic planning session are reviewed and a plan is laid out to accomplish the higher priorities set by Council over the next five years. The related debt is also incorporated into the plan to ensure prudent use of financing, in keeping with our financial management policies. Staff recommends formal adoption of the plan.
4. In accordance with best business practices and internal control procedures, our current financial management policies require they be reviewed and updated at least annually. Staff and the Finance and Administration Committee have reviewed such policies and recommend an update. The proposed amendment to the financial management policies incorporates a formalized process to bring uniformity to how we handle uncollectable accounts for our financial reporting purposes. This section provides a framework for staff to work within on what steps should be taken prior to classifying any receivables as uncollectable. After review with the Committee, they voted to recommend approval to the full Council.
5. As included in the proposed budget and reviewed in the Council work session, the amount for contracted services for economic development through Economic Development of Sedalia-

Pettis County is \$140,000.00 for the upcoming fiscal year. Staff recommends approval of the ordinance to approve the contract for fiscal year ending 3/31/2025.

6. Also included in the proposed budget, is \$5,000 for contracted services with Whiteman Area Leadership Council (WALC) to provide services related to assuring the continuation of the mission at Whiteman Airforce Base and coordinating these operations with the community. This amount is consistent with prior years and staff recommends approval to help solidify the significant economic impact the base has on the region and also to support their important works of the defense of our nation.
7. Also included in the proposed budget, as in years past, is \$25,000 for contracted services with Oats, Incorporated to help offset the costs of providing low cost transit services to the community. Staff recommends approval of this contract to facilitate the continuation of this service.
8. As included in the proposed budget and reviewed in the Council work session, the contracted services for the Scott Joplin Ragtime Festival through the foundation remains at \$10,000.00 for the upcoming fiscal year. Staff recommends approval of the ordinance to approve the contract to keep bringing this event to our community in celebration of this important part of our heritage.
9. Shannon Ramey-Trull, Human Resources Director, has been working on bringing our personnel policies up to date. At this time, she has drafted language to update a couple sections. First, when our firefighters were covered under the legacy pension plan, there was a component of this plan that included disability insurance. This insurance policy required specific things to be tested for in the preemployment process to establish medical baselines. Now that the firefighters are covered under the Local Area Government Employee Retirement System (LAGERS) these baseline markers are not required. Therefore, we recommend removing these requirements from the physicals to reduce the costs. Second, we have learned that the way jurors are compensated for their service no longer lends itself well to surrendering the payment to the City as required under our current policies if they are compensated for the same time. Staff recommends removing this requirement so that employees can keep the small stipend from the courts for performing their civic duty.

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

1. During the labor negotiations with the firefighter's union, we were made aware of a cancer trust fund that has been put in place. This state-wide trust fund provides benefits to firefighters that are diagnosed with cancer. Staff recommends approval of an ordinance authorizing the City to join the trust.

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

1. As we have been discussing for the last few years in our strategic planning process, the Missouri Department of Natural Resources (MDNR) has notified us that our North Waste Water Treatment Plant (NWWTP) is out of date and needs to be replaced. This plant was built in the 1940's on technology that was available at that time. This technology, will not remove some pollutants in sufficient quantities to meet today's standards of what can be discharged to the

stream. Also, our Central Waste Water Treatment Plant (CWWTP), last upgraded in the 1980's, is showing some signs of aging and the discharge limits of this plant have tightened as well, causing some difficulties in keeping up with these refined limits. Staff has been working with MDNR to keep them informed on the steps we have been taking to upgrade our equipment. They certainly understand that there are no quick fixes to these issues. Therefore, in order to allow the time needed to design and implement the most efficient solutions, they have negotiated an Abatement Order on Consent (AOC) with us. Essentially, this agreement outlines the mutually agreed upon plan to bring these two plants into compliance, along with the timeline to do so. For the City, this means that as long as we continue to act in good faith and move as quickly as we can, the state will forego assessing fines for not meeting the new requirements these plants simply are not capable of meeting. Staff recommends approval of the AOC agreement.

2. For the last year, we have contracted with Mid-MO Operations, LLC to provide licensed administrative oversight over the operations of our sewer plants. We have been pleased with their services and therefore recommend extending the contract for four years at the current rate of \$20,833 per month.
3. The City has several backup generators for operations that must be sustained during power outages. In order to ensure that they perform when needed, we employ a company to run routine system checks and provide ongoing maintenance. Staff recommends extending the agreement with Martin Energy Group.

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

1. As previously presented, John Simmons, Community Development Director, was successful in obtaining a grant to offset 50% of the out of pocket costs to develop design guidelines for historic preservation efforts. The guidelines are intended to help interested property owners by identifying best practices in restoring the structures to preserve the historic significance, which in turn, will contribute to historic district designations within the community. Likewise, these guidelines will help facilitate participation in various incentive programs that might be available to them. We received three proposals in response to our search for potential consultants. These proposals were reviewed with the Sedalia Historic Preservation Commission and they and staff recommend the lowest best firm capable of performing this work is Arc Architectural History, Design & Sustainability Services, LLC. in the amount of \$37,153.46.
2. John Simmons, Community Development Director, was successful in obtaining an award of a Paul Bruhn Grant. The format of this grant is to allow for subawards to applicants through the City. The process for application and selection of projects has to be closely coordinated with the granting agency and he has been working through this process. One of the last pieces that we need to put into place before we can make official awards, is a subrecipient agreement. Director Simmons has worked with the granting agency and our legal counsel to develop a template for each of these agreements. Staff recommends approval of such template agreements.

### **Notice of Public Meeting**

A public meeting will be held at 6:30 p.m. on Monday, March 18, 2024 in the Council Chambers of the Municipal Building at 200 South Osage. The Public Meeting is to review the City of Sedalia Proposed FY2025 Budget.

Handicapped citizens needing accommodation in order to attend this meeting should contact the Office of the City Clerk no later than 48 hours prior to the scheduled meeting.



### **Notice of Public Hearing**

A public hearing will be held Monday, March 18, 2024 at 6:30 p.m. in the Council Chambers of the Municipal Building at 200 South Osage. The Public Hearing is to review the progress of Tax Increment Financing (TIF) projects and ongoing plans.

Handicapped citizens needing accommodation in order to attend this meeting should contact the Office of the City Clerk no later than 48 hours prior to the scheduled meeting.



CITY OF SEDALIA, MISSOURI
CITY COUNCIL MEETING
MARCH 4, 2024

The City has an on-line broadcast of Council Meetings available both live and recorded by going to https://global.gotomeeting.com/join/578973061"

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The Council of the City of Sedalia, Missouri duly met on March 4, 2024 at 6:30 p.m. at the Municipal Building in the Council Chambers with Mayor Andrew L. Dawson presiding. Mayor Dawson called the meeting to order and asked for a moment of prayer led by Chaplain Byron Matson followed by the Pledge of Allegiance.

ROLL CALL:

Table with 4 columns: Name, Status, Name, Status. Rows include Jack Robinson, Thomas Oldham, Chris Marshall, Tina Boggess, Bob Hiller, Bob Cross, Rhiannon Foster, Steve Bloess.

SERVICE AWARDS:

5 Year Pin/Certificate Rickey McQueen Mechanic Vehicle Maintenance

SPECIAL AWARDS/RETIREMENT AWARDS: None

MINUTES: The Council Meeting minutes of February 21, 2024 were approved on motion by Oldham, seconded by Robinson. All in favor.

The Budget Work Session minutes of February 26, 2024 were approved on motion by Oldham, seconded by Robinson. All in favor.

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES:

The Citizens Traffic Advisory Commission minutes dated January 10, 2024 were accepted on motion by Oldham, seconded by Robinson. All in favor.

ROLL CALL OF STANDING COMMITTEES:

FINANCE & ADMINISTRATION – Chairman Chris Marshall; Vice Chairman Jack Robinson

Presentation: Proposed FY 2025 Budget Highlights

City Administrator Kelvin Shaw presented the FY 2025 Budget Highlights and reviewed the rankings of projects in the General, Transportation and Capital Improvement funds from the Strategic Planning Session held on January 6, 2024.

General Fund:

- 1. License Plate Recognition – \$100,000.00 – Funded \$80,000.00
2. Neighborhood 360 Cameras - \$50,000.00 – Funded
3. Mobile Software, Evidence Collection, Data Analytics - \$51,000.00 – Funded
4. Fire Ballistic Vests & MCI Bags - \$15,000.00 - Funded \$19,000.00
5. Added Fire Staffing to go to 12 on Duty – Potential Grant \$450,000.00 – Funded/Grant \$367,000.00
6. Dangerous Buildings Demolition Funding Level - \$100,000.00 – Funded
7. Gun Shot Detection - \$40,000.00 – Funded
8. Fire Training & Preparedness Officer - \$85,000.00 – Not Funded

9. Senior Center Support - \$2,500.00 – Funded
9. Fire Medical UTV Vehicle - \$30,000.00 – Not Funded
11. Retail Recruitment Consulting - \$70,000.00 – Funded
12. Animal Control – Add Officers/Control Hours - \$52,000.00 – Not Funded
13. Charter City Legal/Consulting & Election Costs - \$100,000.00 – Not Funded by Vote
14. 353 Neighborhood Revitalization Seed Money - \$200,000.00 – Not Funded
15. Animal Control Added Truck for Added Control Officer - \$60,000.00– Not Funded
16. Freddie The Fire Truck - \$10,000.00 – Not Funded
16. Code Enforcement Vehicle for Added Position - \$40,000.00 – Not Funded
18. Digital Sign for Fire Headquarters - \$25,000.00 – Not Funded

**Transportation Fund:**

1. Pavement Management Program - \$185,000.00 – Funded
2. Tandem Dump Truck with Snow Plow & Spreader - \$350,000.00 – Funded
3. Mowing/Brush Skid Steer - \$146,000.00 – Funded Skid Steer in Streets & Attachments here
4. Mini Excavator for Demolition - \$88,000.00 – Not Funded
5. Track Excavator for Demolition - \$328,000.00 – Not Funded
5. Dingo Stand on Skid Steer for Mowing Abatements - \$46,000.00 – Not Funded
7. Skid Steer for Composting Operations - \$93,000.00 – Funded One Skid Steer (see#3)

**Capital Improvement Funds:**

1. Fire Station - \$3,000,000.00 – Funded; \$4,500,000.00 Grant or COP
2. Fire Engine (Prepay Order with 3-year Delivery) - \$1,000,000.00 – Funded
3. Aerial Fire Truck (Prepay Order with 3-year Delivery) - \$1,500,000.00 – Funded
4. Fire Training Center - \$1,000,000.00 – Funded \$1,500,000.00 Grant or COP
5. 32<sup>nd</sup> & Limit Lane Additions/Improvements Cost Share - \$750,000.00 – Funded
6. Sidewalk & Curb Funding Level - \$500,000.00 – Funded
7. Street Resurfacing (Individual Projects - Scored Separately) - \$1,000,000.00 – Funded
8. State Fair Blvd & Main Round – About \$1,200,000.00 – Not Funded
9. Sidewalk State Fair Blvd – 50 Hwy – 3<sup>rd</sup> – 65 Hwy - \$310,000.00 – Not Funded
10. 16<sup>th</sup> & Winchester to Sacajawea - \$4,000,000.00 – Not Funded
10. 16<sup>th</sup> Street Complete Street New York to 65 Hwy - \$8,750,000.00 – Not Funded
12. Alley Reactivation - \$250,000.00 – Partially Funded, \$54,000.00
13. Monument & Wayfinding Signage Brand Launch - \$200,000.00 – Not Funded
14. Sidewalk 65 Hwy – 7<sup>th</sup> To Liberty Park Blvd - \$225,000.00 – Not Funded
15. 65 Hwy Ramps at Main Cost Share - \$1,000,000.00 – Not Funded
15. 65 Hwy & Sacajawea Traffic Light - \$400,000.00 – Not Funded
17. Bikeway Amtrak Depot to Katy Depot - \$1,000,000.00 – Not Funded
18. North Harding & Booneville Hwy 50 to Airport Improvements - \$1,000,000.00– Not Funded
19. Extend Pro-Energy Drive to Oak Grove - \$2,500,000.00 – Not Funded
19. 50 Hwy Katy Trail Overpass Widening Cost Share - \$1,000,000.00 – Not Funded
21. Downtown Decorative Lights Purchase - \$450,000.00 – Not Funded

**Capital Improvement Funds - Street Resurfacing Projects**

1. Grand – 20<sup>th</sup> to 24<sup>th</sup> - \$130,000.00 – Funded
1. Grand – Main to 65 Hwy - \$290,000.00 – Funded
3. Kentucky – 16<sup>th</sup> to 20<sup>th</sup> - \$95,000.00 – Funded
4. Engineer – Reine to Tower - \$140,000.00 – Funded
5. Ingram – 16<sup>th</sup> to South City Limits - \$270,000.00 – Funded

6. Emmett – Broadway to Tower - \$240,000.00 – Not Funded
6. Adams/ProEnergy Drive – Cherry Tree to Eagleview - \$205,000.00 – Not Funded
8. Reine – Cedar to Engineer - \$55,000.00 – Not Funded
9. 24<sup>th</sup> – Ingram to New York - \$275,000.00 – Not Funded
10. Park – 32<sup>nd</sup> to South City Limits - \$85,000.00 – Not Funded
11. Sedalia Rd & Georgetown Rd Intersection - \$15,000.00 – Not Funded

**Other Notable Items:**

Public Safety Step Increase & 2% COLA – Funded	Police 2 Patrol Vehicles – Funded
Other Employees COLA 3% & 1% for Merit - Funded	Rehang Christmas Lights & Add Trust Building - Funded
Fire Lieutenant Positions- Funded	CBO Training – Funded
Police 4 Commander Structure - Funded	Downtown Structural Engineer Inspections- Funded
Contracted Seasonal Cemetery Weed Eating – Funded	Cemetery Backhoe Replacement – Unfunded
Code Enforcement Certifications – Funded	Cemetery HVAC Mini Split – Funded
HR Assistant Certification – Funded	Cemetery SUV for Office – Unfunded
MML Legislative Conference for Council – Funded	Animal Shelter Retaining Wall – Funded
MML Conference for Council – Funded	HR Emergency Exit Door – Funded
Pioneer Trails Dues – Unfunded by Vote	City Hall Break Area – Unfunded
Clean Title Work – Funded	Annex Building Roof & Other Repairs – Unfunded
Employee Promotions & Wellness Fair – Funded	EMA Contract Increased Level – Unfunded
Safety Recognition Program – Funded (Doubled to \$2,000.00 by Vote)	Fleet maintenance Pillow Jack – Funded
KnowBe4 Subscription – Funded	Fleet maintenance FAG Furnace – Funded
Fire Hydrant Testing & Repair – Funded	Christmas Parade Sponsorship – Took Out of General & Added \$500 in Special Business District by Vote
Fire New Scene Light Poles – Unfunded	Balloon & Kite Festival Sponsorship – Funded
AED Replacements – Funded	Fire New Hire Gear, Uniforms & Training – Funded
Fire Class A Uniforms – Unfunded	Police Radios - Funded
Fire Duty Coats – Funded	Police SRT & DRE Training – Funded

**Next Steps:** Incorporate any changes; Work session March 11, 2024 if needed; Public hearing on March 18, 2024 for council to hear comments or input from citizens regarding the budget; Council consideration for budget adoption on March 18, 2024 (can delay adoption up to March 31, 2024 if needed).

A motion was made by Foster, seconded by Marshall to add back the Class A uniforms for the Fire Department in the amount of \$4,000. All in favor.

- Approved a records destruction request from the Finance Department on motion by Oldham, seconded by Robinson. All in favor.

**PUBLIC WORKS** – Chairman Thomas Oldham; Vice Chairman Chris Marshall

- The Ordinance establishes a 4-way stop at the intersection of West 32nd Street and Clarendon Road. BILL NO. 2024-26, ORDINANCE NO.11984 – AN ORDINANCE ESTABLISHING A 4 WAY STOP AT THE INTERSECTION OF WEST 32<sup>ND</sup> STREET AND CLARENDON ROAD was read once by title. 2<sup>nd</sup> Reading – Motion by Oldham, 2<sup>nd</sup> by Foster. All in favor.

Final Passage – Motion by Oldham, 2<sup>nd</sup> by Foster. All in favor.

Roll Call Vote: Voting “Yes” were Robinson, Oldham, Marshall, Boggess, Hiller, Cross, Foster and Bloess. No one voted “No”.

- Staff solicited bids for roof restoration at the City Garage at 901 East 3<sup>rd</sup>. The lowest best bid received was from Restoration Roofing Solutions, LLC in the amount of \$63,832.00.

BILL NO. 2024-27, ORDINANCE NO. 11985 – AN ORDINANCE APPROVING AND ACCEPTING A BID AND AGREEMENT FOR ROOF RESTORATION AT THE PUBLIC WORKS GARAGE was read once by title.

2<sup>nd</sup> Reading – Motion by Oldham, 2<sup>nd</sup> by Marshall. All in favor.

Final Passage – Motion by Oldham, 2<sup>nd</sup> by Bloess. All in favor.

Roll Call Vote: Voting “Yes” were Robinson, Oldham, Marshall, Boggess, Hiller, Cross, Foster and Bloess. No one voted “No”.

- In connection with extending a sewer main to WireCo there is a need to cross under the Union Pacific Railroad. License fee \$5,000.00.

BILL NO. 2024-28, ORDINANCE NO. 11986 – AN ORDINANCE AUTHORIZING A PIPELINE CROSSING AGREEMENT FOR A SEWER MAIN EXTENSION TO SERVICE WIRECO was read once by title.

2<sup>nd</sup> Reading – Motion by Oldham, 2<sup>nd</sup> by Foster. All in favor.

Final Passage – Motion by Oldham, 2<sup>nd</sup> by Robinson. All in favor.

Roll Call Vote: Voting “Yes” were Robinson, Oldham, Marshall, Boggess, Hiller, Cross, Foster and Bloess. No one voted “No”.

#### **PUBLIC SAFETY** – Chairman Jack Robinson; Vice Chairman Steve Bloess

- The Resolution authorizes the Sedalia Fire Department to apply for a 2024 Hero Fund First-Responder Grant to purchase ballistic vests and helmets.

RESOLUTION NO. 2083 – A RESOLUTION AUTHORIZING THE SEDALIA FIRE DEPARTMENT TO SUBMIT A 2024 HERO FUND FIRST RESPONDER GRANT APPLICATION was read once by title and approved on motion by Oldham, seconded by Foster. All in favor.

- The Sedalia Police Department has identified the following 2 grants: Hazardous Moving Violations in the amount of \$18,900.00 to be used towards overtime pay for officers; and DWI Enforcement in the amount of \$10,700.00 to be used for keeping impaired drivers off the street.

BILL NO. 2024-29, ORDINANCE NO. 11987 – AN ORDINANCE AUTHORIZING A GRANT APPLICATION FOR HAZARDOUS MOVING VIOLATIONS was read once by title.

2<sup>nd</sup> Reading – Motion by Oldham, 2<sup>nd</sup> by Marshall. All in favor.

Final Passage – Motion by Oldham, 2<sup>nd</sup> by Bloess. All in favor.

Roll Call Vote: Voting “Yes” were Robinson, Oldham, Marshall, Boggess, Hiller, Cross, Foster and Bloess. No one voted “No”.

BILL NO. 2024-30, ORDINANCE NO. 11988 – AN ORDINANCE AUTHORIZING A GRANT APPLICATION FOR DWI ENFORCEMENT was read once by title.

2<sup>nd</sup> Reading – Motion by Oldham, 2<sup>nd</sup> by Foster. All in favor.

Final Passage – Motion by Oldham, 2<sup>nd</sup> by Foster. All in favor.

Roll Call Vote: Voting “Yes” were Robinson, Oldham, Marshall, Boggess, Hiller, Cross, Foster and Bloess. No one voted “No”.

#### **COMMUNITY DEVELOPMENT** – Chairwoman Rhiannon M. Foster; Vice Chairwoman Tina Boggess – No Report.

**APPOINTMENTS:** None

BIDS: Roof Restoration Public Works Garage – February 20, 2024

LIQUOR LICENSES: The following new/renewal Liquor Licenses were read and approved on motion by Oldham, seconded by Foster. All in favor.

New:

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

\*Garrett Volker dba Volker's, 1021 South Limit, Special Event (Downtown Sedalia Pub Crawl) – March 16, 2024, 11 AM – 8 PM

\*Hallye Newton dba Sedalia Lions Club, P.O. Box 1085, Special Event (Downtown Sedalia Pub Crawl) March 16, 2024, 11 AM – 8 PM.

\*Hallye Newton dba Sedalia Lions Club, P.O. Box 1085, Picnic License

Renewal:

\*Chris Robinson dba Osage Gun & Pawn, LLC, 116 West Main, Packaged Liquor

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR: None

GOOD & WELFARE:

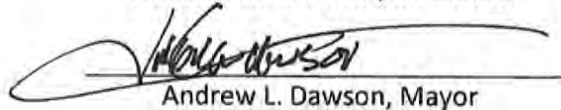
Becca La Strada, 608 West 3<sup>rd</sup>, inquired if there is any way to put more of what is said in Good and Welfare for the public. She also stated that the Washington Street bridge, at the time it was built, Public Works said that salt was not to be utilized, only sand in the winter. It appears that salt has contributed to the deterioration of the beams. She would also like to thank the Sedalia Helping Hands group for making repairs to homes in the Community for people who need the assistance and hopes they can secure more volunteers and funding.

David Goodson, 1640 Hedge Apple Drive, encouraged the Council to look at a new sound system for the Council Chambers as it is hard to hear sometimes. He agreed with Councilwoman Boggess regarding fire coverage for the North side. With the Washington Street bridge being closed and requiring repairs, access to the North side is limited. He also inquired about the possibility to live stream the City Council Meetings on Facebook. It would make electronic access for the public easier.

Larry Allen stated he is working on improvements to a house located at 213 West Morgan to try and salvage it. He has been caring for the property for 20 years and paying the taxes on the property. He has obtained the permitting to make the repairs but, in the meantime, has discovered a water line was removed because it was slated for demolition. His nephew has a crew and is assisting to make the upgrades and can be done in a timely fashion. Mr. Allen would just like the time to finish the repairs. Mayor Dawson stated he would speak to Mr. Allen following the meeting.

The meeting adjourned at 7:06 p.m. on motion by Oldham, seconded by Foster. All in favor.

THE CITY OF SEDALIA, MISSOURI

  
Andrew L. Dawson, Mayor

  
Jason S. Myers, City Clerk

TRAFFIC ADVISORY COMMISSION MEETING

FEBRUARY 20, 2024

The Traffic Advisory Commission duly met on Tuesday, February 20, 2024 at 12:00 p.m. at the City of Sedalia Municipal Building. Chairman Esquivel called the meeting to order.

ROLL CALL:

Members		Ex-Officio Members	
Deidre Esquivel	Present	AJ Silvey	Present
James Callis	Present	Matt Irwin	Not Present
John Rucker	Present	Chris Davies	Present
Dennis Henderson	Present		
Byron Matson	Present	Secretary	Elizabeth Nations
Sherry Broyles	Present		
Charles Leftwich	Not Present		

Minutes from the January 10, 2024 meeting were approved.

Guests: City Administrator Kelvin Shaw, Assistant City Administrator Matt Wirt, Public Works Operations Manager Justin Bray, Public Works Program Specialist Tammy Lewis, Police Patrol Commander Adam Hendricks, Debbie Freels, RN, FNP-BC, BCBH Coordinator and Nicolas Reece

OLD BUSINESS:

**Designate Loading/Unloading Zone at 103 S. Kentucky Ave.**

Public Works Staff set up traffic cones along this stretch of roadway to provide a visual tool for Commission members to see where legal parking spots would be placed if paint was to be applied.

There was a general discussion concerning the definition of what is a loading zone, time limits for loading zones and enforcement of loading zones.

**Mr. Callis motioned to designate one loading zone (40 feet in length) with a 30-minute time limit at 103 S. Kentucky Ave. Ms. Broyles seconded. All were in favor**

**Installation of a 4-way Stop Sign at the Intersection of W. 32<sup>nd</sup> St. and Clarendon Rd.**

Ms. Nations reached out to the Police Department and got the accident history for the one block radius surrounding the intersection.

Mr. Davies reviewed the accident history along with the traffic counts and drafted a memo to the Commission recommending the installation of the 4-way stop sign. Please see attached memo.

There was general discussion on the flow of traffic in the area.

Mr. Callis recommended the same process be used for the installation of the 4-way stop as was done at W. 10<sup>th</sup> St. and Winchester Dr.

**Ms. Broyles motioned to approve the installation of a 4-way stop sign at the intersection of W. 32<sup>nd</sup> St. and Clarendon Rd. Mr. Rucker seconded. All were in favor.**

NEW BUSINESS:

None

OTHER ITEMS FOR DISCUSSION:

None

The next meeting date is scheduled for March 13, 2024.

The meeting adjourned at 12:19 p.m.

Speed Information: 82% of the vehicles were traveling at or below the posted speed limit of 30 MPH. It should be noted the speed information obtained showed some vehicles traveling in excess of 60 MPH. This can be attributed to vehicles that are not your typical car, (i.e. Cargo vans which might have two sets of rear tires on the rear of the vehicle, or a semi passing through the intersection).

Volume of traffic:

- 1) North side of intersection on Clarendon – daily average is 2900 vehicles per day, with typical average hourly flow of 50 vehicles per hour
- 2) South side of intersection on Cambridge – daily average is 1500 vehicles per day, with a typical average hourly flow of 35 vehicles per hour
- 3) 75 feet East of Clarendon Rd – daily average is 2000 vehicles per day, with a typical average hourly flow of 40 vehicles per hour
- 4) 50 feet West of Clarendon Rd – daily average is 800 vehicles per day, with a typical average hourly flow of 15 vehicles per hour.

Additionally, the Manual on Uniform Traffic Control Devices (MUTCD) has the following criteria for the installation of 4-WAY STOPS:

1. Where traffic control signals are justified and the 4-WAY STOP is an interim measure
2. 5 or more reported crashes in a 12-month period
3. Minimum Volume requirements:
  - a. Major Street(32<sup>nd</sup>) – average of 300 vehicles/per hour for any 8 hours; based on traffic counts the average is 212 vehicles/per hour
  - b. Minor Street (Clarendon/Cambridge) – average of 200 vehicles/per hour for any 8 hours (NOTE: the count should include vehicles, pedestrians and bicycles, study only counted vehicles); based on traffic counts the average is 337 vehicles/per hour
4. Other options as defined in the MUTCD.

Recommendation:

In reviewing the traffic volumes, accidents and other criteria, the classifications of the roads should be switched (i.e. Major Streets should be Clarendon/Cambridge and the Minor Street should be W. 32<sup>nd</sup>).


City staff **recommends the installation** of a 4-way STOP at the intersection of W. 32<sup>nd</sup> Street and Clarendon/Cambridge Roads; based on traffic counts the intersection does meet the criteria as outlined in the MUTCD.



# MEMO

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**TO:** Traffic Advisory Committee

**FROM:** Christopher R. Davies, P.E. Public Works Director 

**CC:** Kelvin L. Shaw, City Administrator  
Matthew Wirt, Assistant City Administrator

**DATE:** January 22, 2024

**SUBJECT: REQUEST FOR 4-WAY STOP AT THE INTERSECTION OF  
W. 32<sup>ND</sup> STREET AND CLARENDON RD.**

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Background:

There was a request from a citizen to perform a traffic count at the intersection of W. 32<sup>nd</sup> and Clarendon Rd on or about late November 2023. During the time of December 5<sup>th</sup> thru December 12<sup>th</sup> the city did perform a traffic count. Counters were placed at the following locations: 1) 3104 Clarendon, 2) 400 feet S of W. 32<sup>nd</sup> Street, 3) 75 feet east of Clarendon, and 50 feet west of Clarendon (please see attached map for approximate locations).

On January 10, 2024, the issue of the 4-way STOP was discussed at the regularly scheduled Traffic Advisory Committee meeting. Discussion centered on several main concerns: 1) current volumes of traffic did not support the 4-Way STOP, 2) discussion of past meetings and input from the neighborhood to the west (in and around Dear Ridge Dr.), 3) speed and accident data. The committee tabled the matter.

Discussion:

After the meeting on January 10, 2024, Public Works requested accident data for the past five (5) years from the Police Department. Accident information:

- 1) 2019 – 2 accidents, both accidents did not involve other vehicles and would be considered “inattentive drives”
- 2) 2020 – 2 accidents, one hit a parked car, the other was a failure to yield and involved another vehicle
- 3) 2021 – 2 accidents, failure to yield, inattentive driver
- 4) 2022 – 1 accident, failure to yield
- 5) 2023 – 4 accidents, 1 failure to yield and 3 inattentive driver

Summary: 11 accidents in 5 years; 4 failure to yields, 7 inattentive drivers

**TRAFFIC ADVISORY COMMISSION RECOMMENDATION**

The City of Sedalia Traffic Advisory Commission reviewed this request/reason for need on: 20<sup>th</sup> day of Feb, 2024, by a vote of 6 to 0.

The Commission recommends that the City Council: approve the submitted request/reason for need.

Attested to by Commission Chairman Deidre L. [Signature] on 2/20/24.

**City Council Action:**

The City of Sedalia, City Council, reviewed the Traffic Advisory Commission Recommendation on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. The City Council \_\_\_\_\_ the Traffic Advisory Commission recommendation.



CITY OF SEDALIA  
TRAFFIC ADVISORY COMMISSION  
REQUEST/SUGGESTION SUBMISSION FORM

Date: 11/14/2023

Submitters Name: MainStreet, Incorporated

Submitters Address: 105 S. Kentucky Ave.  
- 217 W Main St Sedalia, MO

Submitters E-Mail Address: ashleyshane@mainstlogo.com

Submitters Phone: 660-829-1333

Submitters Signature: *Ashley Shane*

Request/Reason for Need:

Requesting parallel parking stripes painted on South Kentucky with a loading zone / authorized parking only  
signage on south Kentucky outside the door at 105 S. Kentucky, at least 2 spots.

We periodically have equipment to load and unload out that door and currently an employee at Katy Trail Health thinks this is a better spot to park than their parking lot or their side of Kentucky Ave.

Public Works Dept. Recommendation:

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Public Works Director Signature: \_\_\_\_\_



*Let's Cross Paths*

PLANNING & ZONING COMMISSION

Wednesday, November 8, 2023

Council Chambers

5:30 pm

**Planning & Zoning Commission**

Tolbert Rowe	Present	Andrew Dawson	Absent
Ann Richardson	Present	Teresa McDermott	Present
Rhonda Ahern	Present	Mike Privitt	Absent
Valerie Bloess	Present	Ann Graff	Present
Jerry Ross	Present		
Chris Marshall	Present		

STAFF:

Kelvin Shaw

John Simmons

Devin Lake

- Tolbert Rowe, Chairman, called the meeting to order at 5:30 pm.
- Roll Call

The minutes from the October 4th meeting were presented for approval. Amendments were made to indicate that both Anne and Teresa were present. Anne Richardson made a motion to accept the minutes with changes, which was unanimously approved

➤ **New Business**

- **Rezoning Code Amendment (Animal Control):** The commission discussed the necessity to remove a remnant in zoning related to animal control, not addressed in the recent city council update. A motion was made to remove the provisions for "private stable" from section 6437-B11C, aligning with Chapter 8 of the Animal Code. This motion was put forward by Jerry Ross, seconded by Anne Richardson and subsequently unanimously approved.

➤ **Old Business**

- **Rezoning Application for 204 E 24th:** The commission revisited a tabled public hearing from October 4th regarding a special use permit application for automobile sales at 204 East 24<sup>th</sup> Street. CBO Devin Lake provided an update on compliance issues, including a permit for a carport and zoning setbacks. Michael Comer of 305 West Cooper addressed the commission regarding a personal vehicle on the property. Further public commentary was provided by a

Includes excerpt from 10/4/23 minutes

resident, Vaughn Loomis of 300 East 24<sup>th</sup> Street, advocating for future residential zoning considerations in the area.

The motion to approve the special use permit for 204 East 24<sup>th</sup> Street was made by Jerry Ross and seconded by Anne Richardson. The vote was conducted with one abstention from Chris Marshall, citing a personal connection. The motion passed 7 (seven) in favor, 1 (one) abstaining and will proceed to the City Council for final approval on November 20th.

➤ **Announcements**

- The commission noted that no further applications are pending, indicating a potentially quiet December meeting. The deadlines for rezoning applications for the December meeting have passed. Season's greetings were extended, and a reminder was given for the next City Council meeting.

➤ **Adjournment**

- The meeting was adjourned with a motion from Jerry Ross and a Second from Teresa McDermott, with members reminded to attend the upcoming City Council meeting for further discussions on the special use permit.

Includes excerpt from 10/4/23 minutes

## AND ZONING COMMISSION MEETING

**Open Public Hearing- 204 E 24<sup>th</sup> Street.** Special Use Permit application from Nicholas Dilthey.

Public Hearing opened at 6:27 p.m. John Simmons indicated the property is currently zoned C-1. Applicant had originally requested rezoning to C-3, staff recommended after the cancelled September meeting, that this would be better served as a Special Use Permit. C-3 is too broad of a category to allow that zoning in that area.

Nicholas Dilthey, owner was present for the meeting. He purchased this property in 2017 and has been selling cars ever since. Hasn't had any problems, no complaints. Ever since he was growing up there has always been a car business there. Just purchased the property knowing he could sell cars there and now all of a sudden it's become a problem. That business is what supports his family and supports Sedalia by the revenue it brings in. Val wanted to know if he's had the license to sell cars there. Nick said he's had city license there for the last five years. He bought the property knowing he could sell vehicles there.

Gary Lahmeyer of 201 E 24<sup>th</sup> Street spoke and he has two properties across the street and have been there for probably 70 years. This property has always been a car lot or retail lot. He has no complaints or problems with the place and to his knowledge none of his neighbors have any complaints.

John said he did receive one phone call before the September meeting for the rezoning application, property owner across the street to the north was opposed to it.

The public hearing closed at 6:32. John said in the packet was a letter from Baker Legal Services, Daniel Baker, on behalf of the applicant. John also drove past the property in mid-September & took some pictures of the property. Applicant requests Special Use Permit to continue the use of the property for automobile sales. Currently used for the sale of used automobiles and carport structures. This use is in conflict with the zoning and applicant has received a notice of violation of the city code. In the last few years have changed the way of communication between departments. He was issued a business license before code enforcement noticed was in conflict of zoning ordinance. Commercial building was erected in 1977 and housed an automobile implement service. Current owner has been selling automobiles since 2019 until code enforcement revealed this was in violation of the zoning code. Applicant submitted rezoning application for the September Planning & Zoning meeting but that meeting was cancelled due to lack of quorum. The recommendation at that time was to deny the rezoning to C-3 commercial. Staff recommended that a Special Use Permit be applied for as a special use permit is tied to the applicant and not the land. Should the land change hands, the special use permit ceases. The new owner has the opportunity to approach the board for another special use permit. Staff recommends the application for the Special Use Permit be approved due to the used car lot is not obtrusive to the neighborhood and does not increase traffic; the use would be attached to the applicant and not the land. Should the applicant ever sell the property the use would be invalidated whereas with rezoning to C-3 Commercial, other uses intrusive to residential neighborhoods would be allowed. Under Article V of the City of Sedalia's zoning code, "automobile or trailer sales rooms or yards, other than premises where used vehicles are dismantled" are eligible to apply for a Special Use permit. Making this recommendation with some stipulations. Building Official, Devin Lake explained the conditions she's concerned with. Code Enforcement issued a violation letter for motor vehicles in February 2023, accumulation of trash & rubbish & zoning violation. To date the motor vehicles & zoning is still not compliant. The trash & rubbish has been taken care of. Also realized the carport constructed there did not obtain a building permit to be constructed there so a new violation letter was sent out last week. He has appeared in municipal court for these violations so seeing that the property is still in violation of the International Property

Includes excerpt from 10/4/23 minutes

Maintenance Code staff has made the recommendation of stipulations of this special use permit including: occupant must maintain the property in compliance with the International Property Maintenance Code; City may revoke special use permit upon violation of that code; sale of goods on that lot is limited to used vehicles, any other use of the exterior of the property is prohibited and preparation of sale of vehicles must be conducted inside the building and not on the exterior: Devin's recommendation all of these must be in compliance within 30 days. Mayor Dawson asked if there is any type of notice if found in violation or does the revocation happen automatically?

Devin said if found in violation again they would be issued another violation letter & per code they have 10 days to take care of the issue. Rhonda said he's selling carports as well. Devin said the sale of carports would be prohibited. Devin said there would be an appeals process for the revoking of the business license because of the revoking of the special use permit from having violations. John said the case of the carport is there was no building permit for it. Nick said he didn't know he had to have a permit. Devin said since this violation has been open since February that's why her recommendation would be that all those violations need to be corrected within 30 days. Ann said she doesn't feel comfortable having all these questions.

Terry said her question is that he has to maintain his property according to the International Property Maintenance Code is the owner aware of everything entailed in this IPMC? Devin said it's available on our City's website. John said the violations he received in the past are what the concern is. Terry said she just didn't know if there is anything else in there that he may not be aware of that might just pop up. Nick said the carport is just for display. It is anchored to the ground. Nick sells the carports for Coast to Coast. He didn't know you had to have a permit for this carport. Mr. Saker asked if it's possible to get a carport to keep it. Devin said as long as a sale isn't occurring and as long as it meets all the setbacks that would have been addressed during the building permit process. Not moving carports in & out, used as a display building only. Jerry Ross made a motion to table for 30 days, seconded by Rhonda Ahern for Mr. Dilthey to come into compliance with these issues.

**CITY COUNCIL  
OF THE CITY OF SEDALIA, MISSOURI**

**RESOLUTION NO. \_\_\_\_\_**

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**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 2024.**

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**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 2023 in accordance with the requirements of Section 67.010, RSMo, by Ordinance No. 11535 on March 21, 2022, 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 2024 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 2024 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 Funds must be increased by a total of \$972,616.50 above the amount authorized in the adopted annual budget for Fiscal Year 2024. An amendment to increase said budget is necessary for the following facts and reasons:

A. Per Exhibit A.

**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 March 18, 2024

\_\_\_\_\_  
Presiding Officer of the Council

ATTEST: \_\_\_\_\_  
Jason S. Myers, City Clerk



**BILL NO.** \_\_\_\_\_

**ORDINANCE NO.** \_\_\_\_\_

**AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2023-2024 REGARDING FINAL FISCAL YEAR 2024 AMENDMENTS.**

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

**Section 1.** The 2023-2024 fiscal year budget beginning April 1, 2023 and ending March 31, 2024 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 18<sup>th</sup> day of March 2024.

\_\_\_\_\_  
Presiding Officer of the Council

Approved by the Mayor of said City this 18<sup>th</sup> day of March 2024.

\_\_\_\_\_  
Andrew L. Dawson, Mayor

ATTEST:

\_\_\_\_\_  
Jason S. Myers  
City Clerk

Exhibit A  
City of Sedalia

Account #	Account Name	Current Budget	Change	Amended Budget	Comments
<b>General Fund</b>					
<b>EXPENSES</b>					
10-05-101-00	Salaries - Admin	256,828.85	33,000.00	289,828.85	Added Assistant City Administrator Position
10-05-105-00	Lagers Retirement - Admin	32,162.79	15,000.00	47,162.79	Higher than projected
10-05-213-00	Advertising Admin	25,650.00	27,500.00	53,150.00	Callis Monthly Marketing Consulting
10-06-230-04	Property Taxes Fees & Chgs - Finance	48,076.00	22,000.00	70,076.00	Higher than projected
10-07-101-00	Salaries - Records	74,951.58	40,000.00	114,951.58	Higher than projected
10-07-101-40	Salaries - Part Time - Records	77,613.60	(25,000.00)	52,613.60	Lower due to moved PT position to FT
10-07-212-00	Elections - Records	19,000.00	15,000.00	34,000.00	April 2024 Election not budgeted
10-08-107-02	Employee Insurance Croker	-	60,000.00	60,000.00	IMA
10-08-230-05	Misc Professional Fees - Personnel	14,005.00	14,000.00	28,005.00	Background Screening/Testing
10-08-244-04	Supplies Office/Janitor/Other - Personnel	9,744.21	15,000.00	24,744.21	Durress System
10-10-101-45	Salaries & Benefits - Empl Agency - PW	-	151,000.00	151,000.00	Public Works Interim Director
10-10-229-00	Training Travel & Meals - PW Admin	1,249.00	26,000.00	27,249.00	Public Works Interim Director
10-10-230-05	Misc Professional Fees - PW Admin	-	18,000.00	18,000.00	Public Works Job Postings
10-12-101-00	Salaries - Fire Protection	2,399,020.29	88,000.00	2,487,020.29	Higher than projected
10-12-102-00	Overtime-Non Scheduled - Fire Protectio	56,734.00	21,000.00	77,734.00	Higher than projected
10-13-105-000	Lagers Retirement - Law Enforcement	532,005.30	(40,000.00)	492,005.30	Lower than projected
10-13-108-00	Worker's Compensation Insur - Law Enfo	404,384.37	(54,000.00)	350,384.37	Lower than projected
10-16-230-05	Professional Fees - Community Develop	128,000.00	(95,000.00)	33,000.00	Victorian Towers and other grant projects not fulfilled
10-17-222-05	Building & Grounds Maint - Building Main	45,776.00	65,000.00	110,776.00	Higher than projected
10-66-230-02	Professional Fees-Other - Community De	70,000.00	(28,000.00)	42,000.00	Downtown Blight Study not completed
10-66-230-10	Demolitions - Community Development -	100,000.00	(45,000.00)	55,000.00	Lower than projected
<b>REVENUE</b>					
10-00-408-00	Sales Tax	(7,041,997.82)	340,000.00	(6,701,997.82)	Lower than projected
10-00-408-05	Uses Taxes	(602,879.00)	(140,000.00)	(742,879.00)	Higher than projected
10-00-409-01	Gas Franchise Tax	(548,735.00)	55,000.00	(493,735.00)	Lower than projected
10-00-411-00	Cable TV Util Franchise Tax	(105,061.00)	(450,000.00)	(555,061.00)	Higher due to Charter Class Action Settlement Apr 2023
10-00-413-00	Marijuana Tax	-	(40,000.00)	(40,000.00)	Tax begin date Oct 2023
10-00-428-00	Police Grants	(110,315.50)	88,000.00	(22,315.50)	Lower than projected
10-00-432-00	Other Grants	(283,172.82)	50,000.00	(233,172.82)	Victorian Towers project postponed
10-00-446-00	Fire Prevention Local Grants	(46,000.00)	45,000.00	(1,000.00)	Lower than projected
10-00-496-00	Interest Income	(240,000.00)	(300,000.00)	(540,000.00)	Higher than projected
10-01-562-00	Contr (To)/From SF Health Ins	-	500,000.00	500,000.00	New Jan 2024
<b>Self-Funded Insurance Pool</b>					
<b>EXPENSES</b>					
11-04-224-00	Insurance - Health Insurance Fund	-	105,000.00	105,000.00	New Jan 2024
11-04-230-00	Professional Fees - Health Insurance Fur	-	40,000.00	40,000.00	New Jan 2024

Exhibit A  
City of Sedalia

Account #	Account Name	Current Budget	Change	Amended Budget	Comments
11-04-256-00	Claims - Health Insurance Fund	-	350,000.00	350,000.00	New Jan 2024
<b>REVENUE</b>					
11-00-460-00	Health Premiums	-	(450,000.00)	(450,000.00)	New Jan 2024
11-00-496-00	Interest Income	-	(7,000.00)	(7,000.00)	New Jan 2024
11-01-550-00	Contr (To)/From Gen Fund	-	(500,000.00)	(500,000.00)	New Jan 2024
<b>Capital Projects</b>					
<b>REVENUE</b>					
15-01-552-00	Contr (To)/From Park	-	345,856.25	345,856.25	To Park Fund HCC Debt Service from COP Account
15-00-408-00	Sales Tax - Cap Improv - I	(1,704,015.21)	80,000.00	(1,624,015.21)	Lower than projected
15-00-408-02	Sales Tax - Cap Improv - II	(1,759,384.00)	85,000.00	(1,674,384.00)	Lower than projected
15-00-408-05	Use Tax CIP I	(150,717.00)	(35,000.00)	(185,717.00)	Higher than projected
15-00-408-06	Use Tax CIP II	(150,717.00)	(35,000.00)	(185,717.00)	Higher than projected
15-00-435-00	Airport Grants	(189,000.00)	175,000.00	(14,000.00)	Lower than projected
<b>Transportation Fund</b>					
<b>EXPENSES</b>					
20-14-244-07	Supplies - Street & Constr Mat	269,600.00	(75,000.00)	194,600.00	Less than budgeted
20-64-351-00	Equipment	725,900.00	(70,000.00)	655,900.00	Less than budgeted
20-64-352-01	Land Improvements	54,500.00	(35,000.00)	19,500.00	Less than budgeted
<b>REVENUE</b>					
20-00-408-01	Sales Tax - Transportation	(3,410,300.41)	159,000.00	(3,251,300.41)	Lower than projected
20-00-408-06	Use Taxes - Transportation	(301,304.00)	(75,000.00)	(376,304.00)	Higher than projected
<b>Park Fund</b>					
<b>EXPENSES</b>					
23-40-101-00	Salaries - full time	1,306,015.00	106,903.00	1,412,918.00	Higher than budgeted
23-40-101-40	Salaries - part time	804,220.00	178,135.00	982,355.00	Higher than budgeted
23-40-101-50	Salaries - rec instructors	64,000.00	(4,000.00)	60,000.00	Less than budgeted
23-40-101-60	Salaries - seasonal	207,652.00	(119,652.00)	88,000.00	Less than budgeted
23-40-102-00	Overtime	26,000.00	32,000.00	58,000.00	Higher than budgeted
23-40-102-60	Overtime - seasonal/pool	1,000.00	(1,000.00)	-	Category not used
23-40-103-00	Unemployment taxes	2,500.00	(300.00)	2,200.00	Less than budgeted
23-40-105-00	Lagers retirement	174,965.00	17,035.00	192,000.00	Higher than budgeted
23-40-106-00	Social Security taxes	172,861.00	20,139.00	193,000.00	Higher than budgeted
23-40-107-00	Employee Insurance	188,247.00	6,753.00	195,000.00	Higher than budgeted
23-40-108-00	Workers compensation	58,713.00	21,287.00	80,000.00	Higher than budgeted

Exhibit A  
City of Sedalia

Account #	Account Name	Current Budget	Change	Amended Budget	Comments
23-40-211-00	Car allowance	11,700.00	(700.00)	11,000.00	Less than budgeted
23-40-213-00	Advertising	35,000.00	5,775.00	40,775.00	Higher than budgeted
23-40-215-00	Postage	7,500.00	500.00	8,000.00	Higher than budgeted
23-40-215-00	Telephone	20,175.00	2,150.00	22,325.00	Higher than budgeted
23-40-216-00	Electric	338,000.00	5,375.00	343,375.00	Higher than budgeted
23-40-217-00	Gas	48,318.00	(14,568.00)	33,750.00	Less than budgeted
23-40-219-00	Water	87,000.00	(9,780.00)	77,220.00	Less than budgeted
23-40-220-00	Leased equipment	25,000.00	17,715.00	42,715.00	Higher than budgeted
23-40-221-00	Small tools & equipment	12,000.00	9,486.00	21,486.00	Higher than budgeted
23-40-222-02	Vehicle & equip. repair/parts	18,500.00	8,525.00	27,025.00	Higher than budgeted
23-40-222-04	New office equip. - repair/parts	2,500.00	500.00	3,000.00	Higher than budgeted
23-40-222-05	Buildings & grounds maint.	70,000.00	62,000.00	132,000.00	Higher than budgeted
23-40-222-07	Pool maintenance & repair	15,000.00	8,425.00	23,425.00	Higher than budgeted
23-40-224-00	General insurance	102,350.00	62,789.00	165,139.00	Higher than budgeted
23-40-225-00	Maintenance agreements	8,300.00	4,695.00	12,995.00	Higher than budgeted
23-40-227-00	Dues & subscriptions	25,000.00	7,750.00	32,750.00	Higher than budgeted
23-40-228-00	Concessions	30,000.00	(1,400.00)	28,600.00	Less than budgeted
23-40-229-00	Taining. Travel and meals	15,000.00	2,000.00	17,000.00	Higher than budgeted
23-40-230-01	Legal & accounting	4,500.00	3,000.00	7,500.00	Higher than budgeted
23-40-230-04	Property Tax Fees & Chgs	17,766.00	815.00	18,581.00	Higher than budgeted
23-40-241-05	Credit Card Fees	22,000.00	4,065.00	26,065.00	Higher than budgeted
23-40-242-00	Gasoline and oil	36,000.00	3,000.00	39,000.00	Higher than budgeted
23-40-243-00	Tires and tubes	2,500.00	3,500.00	6,000.00	Higher than budgeted
23-40-244-41	Janitor supplies	36,000.00	11,275.00	47,275.00	Higher than budgeted
23-40-244-42	Office supplies	12,000.00	16,937.00	28,937.00	Higher than budgeted
23-40-244-43	Pool Supplies - Chemicals	105,000.00	13,835.00	118,835.00	Higher than budgeted
23-40-244-45	Recreation supplies	25,000.00	2,566.00	27,566.00	Higher than budgeted
23-40-244-46	Landscape supplies	12,000.00	(2,000.00)	10,000.00	Less than budgeted
23-40-244-47	Turf management	25,250.00	(1,250.00)	24,000.00	Less than budgeted
23-40-244-48	Site amenities	12,000.00	19,000.00	31,000.00	Higher than budgeted
23-40-244-49	Ballfield materials	13,500.00	(248.00)	13,252.00	Less than budgeted
23-40-244-51	Trees	10,000.00	11,000.00	21,000.00	Higher than budgeted
23-40-244-52	Ballfield lights	5,000.00	5,000.00	10,000.00	Higher than budgeted
23-40-244-52	Pool Supplies - Other	26,450.00	(1,450.00)	25,000.00	Less than budgeted
23-40-254-652	Sports Supplies	55,000.00	14,000.00	69,000.00	Higher than budgeted
23-40-254-42	Special Events	55,000.00	39,000.00	94,000.00	Higher than budgeted
23-40-254-47	Officials - adult	32,720.00	(2,720.00)	30,000.00	Less than budgeted
23-40-254-51	MPPRA Ticket Sales	3,000.00	454.00	3,454.00	Higher than budgeted
23-40-254-50	Officials - youth sports/camps	50,000.00	(3,000.00)	47,000.00	Less than budgeted
23-40-234-00	HCC payments	750,162.50	(99,743.50)	650,419.00	Using COP Account for March payment - from Fund 15
23-40-351-00	CAPITAL EXPENSES: (Equipment)	65,000.00	9,762.00	74,762.00	Higher than budgeted
23-40-353-00	CAPITAL EXPENSES: (Special Project)	500,000.00	(293,015.00)	206,985.00	Less than budgeted

Exhibit A  
City of Sedalia

Account #	Account Name	Current Budget	Change	Amended Budget	Comments
<b>REVENUE</b>					
23-00-401-00	Real Estate Property Taxes	(354,763.00)	(1,408.00)	(356,171.00)	Higher than budgeted
23-00-402-00	Personal Property Taxes	(143,270.00)	(19,444.00)	(162,714.00)	Higher than budgeted
23-00-403-00	County Surcharges	(40,213.00)	(807.00)	(41,020.00)	Higher than budgeted
23-00-405-00	Payment In-Lieu-of Taxes	(807.00)	807.00	-	Category not used
23-00-406-00	Railroad & Utilities Taxes	(22,578.00)	(843.00)	(23,421.00)	Higher than budgeted
23-00-408-05	Use Tax - Parks & Stormwater	(300,955.00)	(52,070.00)	(353,025.00)	Higher than budgeted
23-00-469-00	Swimming Pool Receipts	(227,000.00)	83,480.00	(143,520.00)	Less than budgeted
23-00-469-02	Concessions	(51,000.00)	5,385.00	(45,615.00)	Less than budgeted
23-00-470-00	Recreation Class Fees	(876,245.00)	(97,154.00)	(973,399.00)	Higher than budgeted
23-00-471-00	Athletic League Fees	(48,000.00)	(78,491.00)	(126,491.00)	Higher than budgeted
23-00-472-00	Rental Fees	(207,650.00)	63,250.00	(144,400.00)	Less than budgeted
23-00-478-00	MPRA Tickets	(3,000.00)	(454.00)	(3,454.00)	Higher than budgeted
23-00-496-00	Interest Income	(51,355.00)	(5,623.00)	(56,978.00)	Higher than budgeted
23-00-507-00	Miscellaneous Revenue	(15,000.00)	3,169.00	(11,831.00)	Less than budgeted
23-00-514-00	Contributions	(40,000.00)	39,000.00	(1,000.00)	Less than budgeted
23-01-552-00	Contribution (To)/From Cap Proj	-	(345,856.25)	(345,856.25)	From Fund 15 HCC Debt Service COP Account
<b>Midtown Special Allocation Fund</b>					
50-80-351-01	Liberty Center Project	200,000.00	20,000.00	220,000.00	Higher than projected
50-80-351-04	Lamy Building Project Distribu	49,550.74	10,000.00	59,550.74	Higher than projected
<b>The Crossing CID Fund</b>					
<b>MFA Sales Tax Sharing</b>					
53-83-258-00	Sales Tax Sharing Expense	20,691.00	10,000.00	30,691.00	Higher than projected
<b>Lamy Sales Tax Sharing and TIF</b>					
54-54-259-00	Infrastructure Reimbursement	43,297.00	10,000.00	53,297.00	Higher than projected
<b>WPC Fund</b>					
61-50-222-02	Veh & Equip Repairs & Parts	41,391.00	60,000.00	101,391.00	Higher than budgeted
61-50-222-70	Repairs North Plant	45,600.00	10,000.00	55,600.00	Higher than budgeted
61-50-222-71	Repairs Central Plant	84,530.00	190,000.00	274,530.00	Higher mixer, blower, and pump expenses
61-50-222-72	Repairs Southeast Plant	39,696.00	80,000.00	119,696.00	Higher pump expenses
61-50-222-74	Repairs Collection System	26,000.00	20,000.00	46,000.00	Higher claim and pump expenses
61-50-224-00	General Insurance	75,413.38	20,000.00	95,413.38	Higher than budgeted

Exhibit A  
City of Sedalia

Account #	Account Name	Current Budget	Change	Amended Budget	Comments
<b>Water Fund</b>					
62-73-351-00	Equipment	663,634.00	75,000.00	738,634.00	Higher than projected
<b>Sanitation Fund</b>					
65-15-234-00	Interest Expense	-	103,000.00	103,000.00	Interest on Loan from Gen Fund
<b>Sedalia Redevelopment Corp Fund</b>					
84-84-230-05	Other Professional Fees	-	60,000.00	60,000.00	Architect and design for sidewalks
	<b>TOTAL</b>		<b>972,616.50</b>		

**BILL NO.** \_\_\_\_\_

**ORDINANCE NO.** \_\_\_\_\_

**AN ORDINANCE AUTHORIZING THE ADOPTION OF A BUDGET FOR THE FISCAL YEAR 2025**

**WHEREAS**, the proposed budget for fiscal year 2025 fiscal year budget was presented by the City Administrator to the Mayor and City Council at a work session on February 26, 2024; and

**WHEREAS**, on March 4, 2024, the proposed budget was again reviewed and discussed by Council, during the regular City Council Meeting; and

**WHEREAS**, a public meeting was held on March 18, 2024 to allow for public comment on the proposed budget; and

**WHEREAS**, the Mayor and City Council have reviewed the proposed budget for the 2025 fiscal year.

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

**Section 1.** The 2025 fiscal year budget beginning April 1, 2024 and ending March 31, 2025 is hereby adopted with projected revenues and expenditures as shown in the summary of the budget which is attached 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 18<sup>th</sup> day of March 2024.

\_\_\_\_\_  
Presiding Officer of the Council

Approved by the Mayor of said City this 18th day of March 2024.

\_\_\_\_\_  
Andrew L. Dawson, Mayor

ATTEST:

\_\_\_\_\_  
Jason S. Myers  
City Clerk

**BILL NO.** \_\_\_\_\_

**ORDINANCE NO.** \_\_\_\_\_

**AN ORDINANCE ADOPTING A FIVE YEAR CAPITAL IMPROVEMENT PLAN.**

**WHEREAS**, as part of the annual budget development process the five-year capital improvement plan should be updated to reflect descisions made during this process to maintain its consistency with the annual budget; and

**WHEREAS**, the Mayor and City Council have reviewed and adopted the budget for the 2025 fiscal year.

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

**Section 1.** The updated Capital Improvement Plan for the next five fiscal years beginning April 1, 2024 and ending March 31, 2029 is hereby adopted with projected sources and uses of funds as shown in the summary of the plan which is attached 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 18<sup>th</sup> day of March 2024.

\_\_\_\_\_  
Presiding Officer of the Council

Approved by the Mayor of said City this 18th day of March 2024.

\_\_\_\_\_  
Andrew L. Dawson, Mayor

ATTEST:

\_\_\_\_\_  
Jason S. Myers  
City Clerk



**BILL NO.** \_\_\_\_\_

**ORDINANCE NO.** \_\_\_\_\_

**AN ORDINANCE ADOPTING REVISED FINANCIAL MANAGEMENT POLICIES.**

**WHEREAS**, the City Council of the City of Sedalia, Missouri (the "City Council") finds it is in the best interest of the public to establish certain policies and guidelines for the management of the City's finances; and

**WHEREAS**, the City Council also finds it in the best interest of the public to periodically review such Financial Management Policies and update them as necessary to ensure current applicability and best practices. Towards this end Council has directed staff to review such policies during each annual budget development process and bring forth such policies, updated as appropriate, to Council for adoption.

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

**Section 1.** The Financial Management Policies attached hereto and incorporated herein as though set out in full are hereby adopted.

**Section 2.** That if any section, subsection, sentence, clause, phrase or portion of the Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

**Section 3.** That Ordinances 11766 and 11931 regarding the previously adopted Financial Management Policies are hereby repealed in their entirety and replaced with this Ordinance.

**Section 4.** That all other ordinances or parts of ordinance regarding the subject matter herein are hereby repealed and replaced with this Ordinance.

**Section 5.** 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 18<sup>th</sup> Day of March 2024.

\_\_\_\_\_  
Presiding Officer of the Council

Approved by the Mayor of said City this 18<sup>th</sup> Day of March 2024.

\_\_\_\_\_  
Andrew L. Dawson, Mayor

ATTEST:

\_\_\_\_\_  
Jason S. Myers  
City Clerk

**I. Purpose**

The City of Sedalia (City) has an important responsibility to its citizens to carefully account for public funds, to manage municipal finances wisely, and to plan for the adequate funding of services and facilities required or desired by the public.

The purpose in establishing a formal set of fiscal policies is to ensure that the public's trust is upheld. By adopting a set of fiscal policies, the City will be establishing the framework under which it will conduct its fiscal affairs, ensuring that it is and will continue to be capable of funding and providing outstanding local government services while being transparent and accountable to the taxpayers.

In addition to the Financial Management Policies to uphold the public trust, the City has adopted a Fraud Policy to communicate municipal policy regarding the deterrence and investigation of suspected fraudulent conduct and dishonesty by employees and others, and to provide specific instructions regarding appropriate action in case of suspected violations.

The City Administrator is the chief administrative officer of the city and is responsible to the Mayor and Council for the proper administration of all the City's affairs. The City Administrator, with the assistance of the Finance Director and other staff, keeps the Council advised of the financial condition of the City and makes recommendations concerning its future needs.

The fiscal policies of the City have specific objectives designed to ensure continued fiscal health. These objectives are:

- A. To maintain Council policy-making ability by ensuring that important fiscal decisions are driven by opportunity and service improvement rather than by emergencies or financial problems.
- B. To provide Council reliable information so that policy decisions can be made timely and effectively.
- C. To provide sound financial principles to guide Council and management in making decisions.
- D. To employ revenue policies which prevent undue reliance on a single source of revenue and which provides for stability of essential services.
- E. To protect and maintain the City's credit rating.
- F. To ensure legal compliance through the budgeting and internal control systems.

**II. Accounting Policy**

- A. The fiscal year of the City begins on the first day of April and ends the last day of March each year. The fiscal year constitutes the budget and accounting year.
- B. The City will use generally accepted accounting principles (GAAP) in all financial records and transactions. These principles are monitored and updated by the Governmental Accounting Standards Board (GASB).
- C. An independent annual audit will be performed by a certified public accounting firm, which will issue an opinion on the fair presentation of the annual financial statements in accordance with GAAP and a management letter detailing recommendations for improvement of the accounting systems and internal controls.

- D. Full disclosure will be provided in the financial statements and bond representations.
- E. Financial systems will be maintained to monitor revenues and expenditures / expenses on a monthly basis, with an analysis and adjustments or amendments to the annual budget as appropriate.
- F. The Finance Department shall monitor and maintain all financial systems, to include what is commonly referred to as a system of internal controls, in a manner that provides reliable and timely information in a format that facilitates effective financial planning.

### **III. Budget Policy**

- A. Budgets for all Governmental Funds and Fiduciary Funds are prepared on a modified accrual basis. Briefly, this means that obligations of the City are budgeted as expenditures as such obligation is incurred, but revenues are recognized only when they are measurable and available.
- B. The Enterprise Funds are prepared on the full accrual basis. Briefly this means that for these funds we also recognize expenditures as operating expenses when the obligation is incurred. Further, depreciation is recorded as an operating expense for capital assets as they are consumed. Additionally, a separate capital budget is maintained to identify capital asset expenditures when purchased. Revenues are recognized when they are obligated to the City.
- C. City staff will strive to develop appropriate program measurements to identify the relative success of each program or service in relationship to the cost of delivering such service.
- D. In all cases, when goods or services are not received by year-end, encumbrances lapse.
- E. In order to assure stability and sustainability of services, as well as, to avoid decisions made in the climate of emergency rather than opportunity, the budgeting process shall include a realistic outlook to the future. Specifically, the budgeting process shall include a capital spending and debt service plan for at least the next five years, along with revenue and operating expenditure forecasts for at least the next three years.
- F. Just prior to the first Council meeting in January of each year, the City Administrator will schedule and coordinate a public meeting. During this meeting staff will provide a review of the short- and long-term goals set during the previous strategic planning session. The Mayor will then call for input from the public for goals they would like to see Council consider in their upcoming annual strategic planning session.
- G. In Early January after the public meeting described above and before the preliminary budget numbers are completed by the department directors, the City Administrator will schedule and coordinate a Strategic Planning Session with Council and the Mayor. This planning session shall be attended by the Council, the Mayor, City Administrator, and Department Directors or Managers. This session provides an opportunity for the Mayor and Council, in consultation with management, to set preliminary guidelines as well as to set general funding priorities.
- H. The City Administrator is encouraged to set up a budget team to help shepherd the budget development process. The team should include at least the City Administrator, and Finance Director, the Mayor is encouraged to participate as well. Any other members the Administrator deems appropriate may be added, but should be limited to five members. This team works to bring consistency to the review process ensuring that the resource allocation

decisions are made in light of Council's strategic plan. This team also puts the budget in perspective of competing priorities for the presentations to Council described herein.

- I. During the second regular City Council meeting in February, the City Administrator, with the assistance of staff, shall present an operational overview that details the current program results, new initiatives, financial status, and trends, along with a preview of the proposed budget and capital improvement plan for the upcoming fiscal year based on the guidelines and priorities set in the strategic planning session.
- J. A Council work session shall be held between the second regular council meeting in February and the first regular council meeting in March. During this work session the City Administrator with the assistance of staff will present a summary of projected available funding for the upcoming fiscal year along with proposed expenditures for consideration of funding. As part of the presentation, the City Administrator shall provide their recommendations for funding, while highlighting major items for Council deliberation. Such recommendations shall be within the City's Fund Balance Policy. Based on consensus reached by Council, staff shall then prepare a proposed budget and five-year capital improvement plan.
- K. During the first regular Council meeting in March, the City Administrator shall present the proposed budget and capital improvement plan in summary form, drawing out comparisons to the strategic plan and the consensus reached on major items at the work session, as well as significant trends. Council may direct additional modifications during this meeting, as well as, call additional special meetings or work sessions as necessary to continue deliberations in order to reach consensus for funding levels within the budget.
- L. A public meeting shall be conducted prior to the second regular Council meeting in March for the purpose of providing the opportunity for the citizens to formally voice any suggestions or concerns they may have regarding the proposed budget and capital improvement plan. Based on this input, Council shall consider and make any changes in accordance with the wishes of a majority of the members of Council to the proposed budget and / or the capital improvement plan prior to their adoption during its last regular Council meeting in March. Council may at its discretion delay adoption of the budget in order to direct staff to make modifications for a final version, provided that a special meeting is scheduled prior to April 1 for such purposes.
- M. The adopted budget and capital improvement plan shall be on record in the City Clerk's office and open to public inspection.
- N. After adoption of the budget, the budget can be amended via ordinance to increase expenditures. Upon Council approval of such an ordinance, additional appropriations are made in the appropriate department.
- O. Upon request of the Finance Director, the City Administrator may approve budget adjustments transferring amounts previously appropriated within the spirit and intent of such appropriation.
- P. In accordance with Missouri Revised Statutes Section 67.070: if at the beginning of any fiscal year, a budget has not been adopted, the previous budget spending levels shall be appropriated until such time that a budget is adopted.

#### **IV. General Fund Balance Policy**

- A. Purpose - The City of Sedalia, Missouri has enacted the following policy in an effort to ensure financial security through the maintenance of a healthy reserve fund that guides the creation, maintenance, and use of resources for financial stabilization purposes. The City's primary objective is to maintain a prudent level of financial resources to protect against reducing service levels or raising taxes and fees due to temporary revenue shortfalls or unpredicted one-time expenditures. The City also seeks to maintain the highest possible credit ratings which are dependent, in part, on the City's maintenance of a healthy fund balance.
- B. Definitions:
1. Fund balance -- The excess of assets over liabilities in a governmental fund. Designations listed from most to least restricted:
  2. Nonspendable fund balance -- Amounts that are not in a spendable form (such as inventory or prepaid expenses) or are required to be maintained intact (such as the principle (corpus) of a deferred compensation account.)
  3. Restricted fund balance -- Amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government) through constitutional provisions or by enabling legislation. Example: Sedalia fund balance Restricted for Capital Improvements.
  4. Committed fund balance -- Amounts constrained to specific purposes by a government itself imposed by formal action (ordinance) using its highest level of decision-making authority (Mayor and City Council) - amounts cannot be used for any other purpose unless the same group (Mayor and City Council) takes the same highest-level formal action (ordinance) to remove or change the constraint. Action to constrain resources must occur prior to the year end. For example: Sedalia fund balance Committed by Council action for a Lease/Purchase Acquisition or a Purchase Order for future service or purchase. Example: A fire truck ordered during one fiscal year but not received until the following fiscal year.
  5. Assigned fund balance - Amounts a government intends to use for a specific purpose; intent can be expressed by the governing body (Mayor and City Council) or by an official (City Administrator or Finance Director) who has been delegated authority by the Mayor and City Council to assign amounts, or body to which the governing body delegates the authority, but are neither restricted nor committed. Example: Sedalia fund balance Assigned for Purchase Orders for amounts that do not require Council approval.
  6. Unassigned fund balance -- Amounts that are available for any purpose; these amounts are reported only in the General Fund.
- C. The fund balance of the City's General Fund has been accumulated to provide stability and flexibility to respond to unexpected adversity and/or opportunities. The fund balance may be used for working capital (payment of short-term debts), budgetary stabilization, and for responding to extreme events. The target is to maintain a combined unassigned fund balance for the General Fund of not less than 35 percent and generally not more than 75 percent of annual operating revenues of these funds for the fiscal year.
- D. The City's goal is to maintain annual expenditure increases at a sustainable growth rate, and to limit expenditures to anticipated revenue in order to maintain a balanced budget. The decision to retain an unassigned fund balance of not less than 35 percent of revenue stems from the following:

1. This amount provides adequate funding to cover approximately four (4) months of operating expenses.
  2. This amount provides the liquidity necessary to accommodate the City's uneven cash flow, which is inherent in its periodic tax collection schedule.
  3. The Policy refers to Unassigned Fund Balance to assure a consistent basis year to year.
  4. This amount provides the liquidity to respond to contingent liabilities.
  5. The Government Finance Officers Association recommends the minimum General Fund unrestricted, or unassigned if preferred, fund balance to be maintained should be no less than either two (2) months of regular operating revenues or expenditures.
- E. This policy may be amended as deemed necessary by the City Council.
- F. The City will spend the most restricted dollars as allowable within such restriction before least restricted in the following order:
1. Non-spendable (if funds become spendable)
  2. Restricted
  3. Committed
  4. Assigned
  5. Unassigned

#### **V. Enterprise Fund Policy**

- A. Enterprise funds will be used to account for the acquisition, operation, and maintenance of City facilities and services which are intended to be entirely or predominately self-supporting from user charges or for which periodic net income measurement is desirable.
- B. Enterprise funds are required to establish rates that generate sufficient revenue to cover the cost of operations including debt expense, required or prudent reserves, and capital needs.

#### **VI. Capital Improvement Policy**

- A. The City will prepare, for the Council's annual adoption, a five-year Capital Improvement Plan which will detail each capital project, the estimated cost, and funding source.
- B. The City will determine and use the most effective and efficient method for financing all new capital projects in accordance with its debt management policies.

#### **VII. Debt Policy**

- A. Indebtedness beyond City's annual appropriations is limited by Sections 95.115 and 95.120 of the Missouri Revised Statutes to 10% of the assessed value of taxable tangible property and subject to voter approval. The City may, subject to voter approval, incur additional debt for certain infrastructure improvements as described in Section 95.125 of the Missouri Revised Statutes up to another 10% of the assessed value of taxable tangible property.
- B. Subject to the provisions of the law, the City may issue with Council specific approval, general obligation bonds, revenue bonds, special obligation bonds, notes and leases. Council's

specific approval by Ordinance is required for all debt issued in the name of the City including those initiated by separate boards, commissions, or legislative bodies.

- C. The City shall not issue debt to finance current operating expenditures or normal maintenance.
- D. All debt issued, including the use of a lease-purchase method, will be repaid within a period not to exceed the expected useful lives of the improvements financed by the debt.
- E. Financing of capitalized interest shall only be used when incurred in the connection of construction of revenue producing assets in an enterprise fund.
- F. Annually, in conjunction with the Capital Improvement Plan, a five-year budget will be developed analyzing all anticipated capital expenditures along with existing and anticipated debt service requirements by year and identify associated funding sources. The City shall not incur any additional debt unless and until all five years of such analysis demonstrate the maintenance of the following ratios in addition to the legal limits.
  - 1. For enterprise type funds an overall debt service ratio of no less than 1.35 in the fund for which the debt would be incurred with a similar outlook beyond the five-year horizon to the maturity shall be maintained. For the purposes of this calculation, unobligated reserves in the particular fund may be considered.
  - 2. For governmental type funds, the debt schedule shall demonstrate maintenance of all three of the following ratios:
    - a. Total net governmental funds debt shall be no more than 120% of total governmental funds revenues;
    - b. Total net governmental funds debt service shall be no more than 8% of total governmental funds expenditures;
    - c. Total net governmental debt amortized over the next 10 years shall be no less than 65% of the total net governmental debt.
- G. At least annually in conjunction with the preparation of the budget, capital improvement plan, and debt service requirement schedules, management shall review all outstanding debt in order to determine if any refunding opportunities should be considered. Potential refunding opportunities that would represent a present value savings of 3% or more shall be presented to Council with a recommendation as to the appropriateness and timing considerations of such opportunity from the City Administrator with the assistance of the Finance Director and outside financial and legal advisors.
- H. Policies relating to pledging, conduit, or other financing arrangements in connection with economic development activity shall be covered in specific economic development policies.
- I. The City's policy shall be to manage its budget and financial affairs in such a way so as to ensure high bond ratings. Towards this end, the City may employ the services of a Municipal Advisor registered with the Securities and Exchange Commission to advise management and Council on such matters.
- J. City policy shall be to ensure that all post issuance disclosure and other requirements such as arbitrage liability calculations are adhered to. The use of professional advisors, with specific expertise and experience in these areas, to assist management with these duties is encouraged.

- K. Any debt proceeds on hand shall be invested in accordance with the City's investment policies and the debt instrument until such funds are required.

## **VIII. Cash Management and Investment Policy**

### **A. Scope**

- 1. This policy applies to all cash management activities of the City unless specifically stated otherwise.
- 2. Policies and procedures for the handling of funds held by or for the benefit of the Fire Pension Fund shall be governed by the pension board.
- 3. Debt service funds, reserve funds and other financial assets held by identified fiscal agents and trustees as provided by the appropriate bond ordinances and documents shall be subject primarily to the requirements of the respective Ordinances and documents, but subject to this policy as and if permitted by the applicable bond documents.

### **B. Delegation of Authority**

- 1. The authority and responsibility to conduct cash management and investment on behalf of the City is delegated by the Mayor and Council, through the City Administrator, to the Finance Director / Treasurer. The Finance Director is designated as cash management and investment officer of the City. The Finance Director is therefore responsible for investment decisions and activities consistent with this Policy.
- 2. In order to assure accountability of such delegation, the Finance Director shall periodically report to the Mayor and Council on the status and results of all cash and investments held by the City. Such reports shall be no less often than quarterly and upon request from the Mayor, any Council Member, or the City Administrator.

### **C. Objectives**

- 1. Funds of the City shall be handled and invested in accordance with the applicable statutes of the State of Missouri, including but not limited to Sec. 95.280 thru 95.350 and 110.010 thru 110.060 RSMo and applicable City Ordinances.
- 2. Cash management and investment shall be undertaken in a manner that seeks to ensure the preservation of the capital in the portfolio. To attain this objective, diversification as described herein is required to minimize the potential losses caused by loss of value of individual securities.
- 3. The investment portfolio shall be designed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the City's legal investment risk constraints and the cash flow characteristics and requirements of the portfolio.

### **D. Prudence**

- 1. The standard of prudence to be used by anyone in authority making or approving decisions (investment officers) shall be the "prudent person" concept which states, "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the



management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.”

2. The “Prudent Person” concept shall be applied in the context of sound management of the entire portfolio.
3. Investment officers acting in accordance with this written policy and exercising due diligence, which includes reasonable written documentation of decisions, shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided meaningful deviations from income expectations and/or projections are reported in a timely fashion and appropriate action is taken to protect City funds from foreseeable decline of income or loss of capital.

**E. Conflicts of Interest**

1. Officers and employees involved in the investment process shall refrain from any business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.
2. Investment officials shall disclose to the City Administrator any material financial interest in financial institutions that conduct business with the City, and they shall further disclose any large personal financial / investment positions that could be related to the performance of the City’s portfolio. The City Administrator shall report any disclosures to the City Clerk to be filed.
3. Investment Officials and all employees involved in the cash management or investment process shall be familiar with and comply with the letter and intent of Missouri conflict of interest statutes and applicable ordinances, and shall further endeavor to prevent any appearance of conflict.

**F. Internal Controls**

1. The Finance Director is directed to establish and maintain a system of internal controls.
2. The internal controls shall be designed to prevent losses of City funds by fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the City.
3. The internal controls shall be submitted for annual examination by the independent auditor.
4. All investments and general strategies employed shall be reviewed by the City Administrator and Finance Director periodically as circumstances warrant, and at least annually.

**G. Instruments**

The Finance Director as Treasurer is delegated the authority to purchase the following securities as investment instruments for the City’s Portfolios:

1. United States Treasury obligations such as but not limited to Treasury Bills, Treasury Notes and Treasury Bonds;
2. United States Agency obligations such as but not limited to Government National Mortgage Assoc. (GNMA), Small Business Administration, (SBA), and Tennessee Valley Authority (TVA);

3. United States Instrumentality obligations such as but not limited to Federal Home Loan Banks (FHLB), Federal National Mortgage Assoc. (FNMA), Federal Farm Credit System, Student Loan Marketing Assoc., Federal Land Banks, Federal Home Loan Mortgage Assoc.;
  4. Repurchase Agreements;
  5. Collateralized Certificates of Deposits;
  6. FDIC Insured Certificate of Deposit; and
  7. Collateralized Deposits in Savings and Loan Associations and Commercial Banks
- H. Diversification
1. Assets in the City's investment portfolio shall be diversified to eliminate the risk of loss resulting from concentration of assets in a specific maturity, a specific issue, a specific issuer or a specific class of securities.
  2. In establishing specific diversification strategies, the following general policies and constraints shall apply:
    - a. Portfolio maturities shall be staggered to avoid undue concentration of assets in a specific maturity sector.
    - b. Investment maturities for operating funds shall be scheduled to coincide with projected cash flow needs, taking into account large routine and non-routine expenditures (payroll, bond payments, etc.) as well as sizeable blocks of anticipated revenue (property tax receipts, sales tax payments, franchise fee payments etc.)
  3. Risks
    - a. Portfolio diversification is employed as a way to control default risk.
      - i. Investment officials are expected to display prudence in the selection of securities as a way to minimize default risk.
      - ii. In the event of default by a specific issuer, the Finance Director shall review the portfolio and if appropriate, proceed to liquidate securities having comparable credit risks.
    - b. No individual investment transaction shall be considered, structured, or executed that jeopardizes the total capital position of the Portfolio.
    - c. To control risks of illiquidity, a minimum of 10 percent of the total portfolio shall be held in highly marketable U.S. Treasury Bills, overnight repurchase agreements, commercial bank demand deposits, or certificates of deposit.
  4. Safekeeping and Custody
    - a. Investment officials shall be bonded to protect the public against possible embezzlement and malfeasance.
    - b. Book-entry securities and collateralized securities shall be purchased using the delivery vs. payment procedure.
    - c. Third party custodial safekeeping practices are encouraged for the protection of investments.

- d. A written analysis of amounts on deposit at each financial institution and the corresponding FDIC/FSLIC and collateral protection shall be prepared not less than quarterly.
  - e. Safekeeping procedures shall be submitted to the independent auditor for annual review.
5. Competitive Selection of Investments Instruments
- a. Before the City invests any surplus funds, a competitive "bid" or "quote" process shall be conducted by telephone or through on-line web tools.
  - b. Decisions on investments shall be made in the best interest of the City and shall not afford special financial advantage to any individual or corporate entity.
  - c. Selection of a financial institution shall include consideration for the institution's financial strength which includes.
    - i. capital adequacy,
    - ii. asset quality,
    - iii. earnings, and
    - iv. liquidity.

Evaluation of a financial institution's financial strength may include use of an independent rating organization. Any financial institution selected must be insured by the F.D.I.C. and be incorporated under the laws of the State of Missouri or of the United States. Any institution which, in the judgment of the cash management and investment officer of the City, does not have reasonably good financial strength shall not be selected for City investments.

- d. The City will accept the bid which provides the highest rate of return within the maturity required and within the parameters of these policies, provided however that preference will be given to local financial institutions when their bid is within ten basis points of the high bid and they also meet the other requirements of this policy. Records will be kept of the bids offered, the bids accepted and a brief written explanation of the decision which was made regarding the investment, including a written explanation if the high bidder is not accepted.
- e. Upon request by the City Administrator, the Finance Director shall furnish a list of all the investments then owned by the City, which list shall include all pertinent data on each instrument.

## **IX. Revenue Policy**

- A. A diversified revenue base shall be maintained to prevent revenue shortfalls for essential services due to reliance on a single revenue source.
- B. All existing and potential revenue sources will be reviewed annually to ensure revenue trends are kept current and changes identified quickly to enable proactive planning.
- C. One-time revenues will be used only for one-time expenditures. The City will avoid using temporary revenues to fund ongoing services.

- D. Monthly reports comparing actual to budgeted revenues will be prepared by the Finance Department and presented to the City Administrator, Mayor, and the City Council.
- E. User fees and rates will be examined annually to ensure that they are at levels that recover an appropriate level of direct and indirect costs of delivering the underlying service or product.
- F. The City will follow a policy of collecting, on a timely basis, all fees, charges, taxes, and other revenues properly due the City. The City will follow an aggressive policy of collecting all delinquencies due the City.

**X. Uncollectible Accounts Receivable Write-Off Policy**

- A. The purpose of this policy is to ensure that all reasonable diligence has been used to collect accounts receivable, improve measurement of the City's accounts receivable and ensure the most efficient use of City revenue collection resources.
- B. It is the policy of the City of Sedalia to actively pursue collection of past-due accounts receivable, regularly review the status of past-due accounts, and write-off amounts determined to be uncollectible. A write-off of uncollectible accounts receivable from the City's accounting records does not constitute forgiveness of the debt or gift of public funds.
- C. This policy applies to all City departments and funds.
- D. Collections procedures are established by the responsible departments and will vary depending on the nature of the receivable. Types of receivables covered by this policy include but are not limited to: water and utility billings, fees for services or goods, rent or lease, abatements, and fines and penalties.
- E. Accounts receivable should generally be written-off during the fiscal year in which an account is determined to be uncollectible. Subsequent collection of an account previously written-off will be treated as new revenue in the appropriate fund.

**1. Designation of an Account as Uncollectible**

An account will be considered uncollectible after the appropriate collection procedures have been followed if it meets one or more of the following criteria:

- a. The debt is disputed and the City has insufficient documentation to pursue collection efforts;
- b. The cost to further collection efforts will exceed the estimated recovery amount;
- c. The amount is under \$20 and remains unpaid after one year;
- d. The account remains unpaid after the lesser of four years or the applicable period for commencement of a recovery action (statute of limitations);
- e. The debtor cannot be located, nor any of the debtor's assets;
- f. The debtor has no assets and there is no expectation they will have any in the future;
- g. The debtor has passed away and there is no known estate or guarantor;
- h. The debtor is a company which is no longer in business;
- i. The debt is discharged through legal action (bankruptcy or court judgment);
- j. The debt has been forgiven by action of the City Council.

2. Preparation of Request for Write-Off of Accounts Receivable

At least annually, each department will identify any accounts receivable for which it is responsible that meet the criteria for designation as an uncollectible account. A request for write-off of accounts receivable will be prepared by departmental staff, signed by the department head, and submitted to the Finance Director.

The request for write-off of accounts receivable must include an itemized list of the uncollectible accounts to be written off specifying the following;

- a. Debtor name;
- b. Account balance;
- c. Violation address;
- d. Due date;
- e. Brief description of the receivable type;
- f. Criteria under which the account was deemed uncollectible; and
- g. Account number of the receivable in the City's accounting system.

For each uncollectible account, documentation must be attached to the request to support the uncollectible account designation and substantiate that the department has followed its collection procedures and exercised due diligence in its collection efforts. Due diligence documentation could include:

- a. Invoices, reminder letters, or collection letters (and any documentation that are returned as undeliverable, no known forwarding address, etc.);
- b. Referral to the City's collection agency;
- c. Bankruptcy claim and any related plan or discharge;
- d. Judgment awarded by a court or settlement agreement; and
- e. Notice of discontinuation of services.

If the uncollectible amount is for charges (Weeds, Demolition, Rubbish and Garbage) that may be perfected with a property lien, then the responsible department and Finance Staff will coordinate to forward the outstanding charges to Pettis County Collector to be added to the upcoming tax bill.

3. Approval Authority for Write-Off Requests

Upon receipt of a request for write-off of accounts receivable from the appropriate department director, Finance Department staff will review the request to ensure that it is complete and that all necessary due diligence documentation has been attached. Once Finance Department staff has completed its review of request, the qualified accounts to be written-off will be presented to the appropriate authorizing official for approval:

- a. The Finance Director is authorized to approve the write-off of accounts with an outstanding balance due of up to \$10,000;
- b. The City Administrator is authorized to approve the write-off of accounts with an outstanding balance in excess of \$10,000 and up to \$20,000;
- c. Write-off of accounts with an outstanding balance due in excess of \$20,000 must be

approved by Mayor.

## **XI. Operating Expenditure Policy**

- A. Current operating expenditures / expenses shall not exceed current operating revenues. The City shall adopt an annual General Fund budget in which expenditures, net of one-time expenditures, does not exceed projected recurring revenues. This shall be referred to by the City as a "Balance Budget".
- B. No commitment shall be made to expend any funds that have not first been duly appropriated by Council through the budgeting process.
- C. All expenditures shall be made only in the furtherance of the purposes of the City. No expenditures shall be made that the public purpose of such expenditures is not clearly identified. For public services provided indirectly through other entities, the public purpose shall be stated in and expenditures limited to such purpose through contracts.
- D. Monthly reports comparing actual to budgeted expenditures / expenses will be prepared by the Finance Department and presented to the appropriate Department Heads, City Administrator, Mayor, and the City Council in an appropriate level of detail.
- E. The Finance Director will distribute a check listing monthly to the finance committee for review and oversight of compliance with the financial management policy.

## **XII. Fixed Asset Policy**

- A. Fixed assets shall be capitalized if they have an estimated life of more than one year following the date of acquisition and have a purchase cost of \$5,000 or more. Items which cost less than \$5,000 and / or have a life of one year or less will be expensed upon acquisition.
- B. Purchase cost of fixed asset includes freight, installation charges, carrying cases, adaptors and other items which are connected to the fixed asset and necessary for its operation or use.
- C. Fixed assets' capitalization threshold should be applied to individual fixed assets rather than groups of fixed assets.
- D. Departments will notify the Finance Department, and City Clerk of any, acquisition, change in location, disposal, or loss of a fixed asset.
- E. Departments should exercise control over their capitalized and non-capitalized fixed assets by establishing and maintaining adequate control procedures at the departmental level.
- F. An appropriate level and type of insurance shall be maintained on fixed assets to assure financial stability and the City's ability to continue vital services in the event of catastrophic losses. In all cases insurance shall be in sufficient amount to cover any outstanding debt on

any assets that were acquired with the proceeds of such debt and comply with any insurance related covenants in the debt instruments.

- G. The Finance Office shall maintain an inventory and systems of internal controls for capitalized fixed assets.
- H. Fixed asset disposals shall be conducted in accordance with the Surplus Property Disposal Policy

### **XIII. Purchasing Policy**

#### **A. Goals**

This policy has been designed to ensure that the guidelines set by the City Council with regard to the expenditure of public funds are met by all City Departments. The intent of these policies is to ensure the City will receive the maximum value for each public dollar spent.

#### **B. Basic Goals**

The basic goals of the City's purchasing policy are:

1. To comply with the legal requirements of public purchasing of goods, equipment and services and/or leasing of equipment.
2. To assure vendors that impartial and equal treatment will be afforded to all who wish to do business with the City.
3. To receive maximum value for each public dollar spent.
4. To provide City departments with required goods and services at the time and place needed in the proper quantity and quality.
5. To purchase and lease only goods, equipment and services for which funds have been approved.

#### **C. General Guidelines**

These general guidelines should be considered administrative rules and regulations, and are to be adhered to by all departments in the procurement of goods and services, whether by purchasing or leasing. The City Administrator shall be responsible for overseeing the application and adherence to this policy and will issue clarifications as needed. It should be noted that some grants and in some cases Missouri Statutes place additional requirements on the procurement process. Each department head is responsible for ensuring that proper procurement procedures are adhered to for all purchases through their department.

##### **1. Planning**

Planning for purchases shall be done on both a short term and a long-term basis. Planning will cut down on the number of trips required to obtain materials and minimize the amount of clerical and supervisory time spent on documenting purchases. The purchasing process begins with the preparation of the annual budget. These policies augment rather than replace the budgeting process, in that funds must first be duly appropriated in the adopted budget prior to implementing the purchasing process.

2. Sales Tax

The City is exempt from paying sales tax.

3. Personal Purchases

Employees are strictly prohibited from using their position or the city's name to purchase items for their own personal use.

D. AFFIRMATIVE ACTION AND LOCAL PREFERENCE.

1. Whenever possible, qualified small, minority and women-owned businesses shall be included in the solicitation lists for bids or non-bid purchases.

2. If the purchase is federally funded in whole or in part, minority and women-owned businesses must be included in the solicitation lists and all other affirmative action requirements outlined in the grant provisions must be followed.

3. The City may exercise a preference for local businesses for purchases funded exclusively by the City but only if such a preference does not result in unreasonable prices or rates due to a lack of competition. For purchases funded in whole or in part with federal funding, the City may not exercise a preference for local businesses.

E. CODE OF CONDUCT.

1. Employees, officers, and agents of the City who are involved in the procurement and selection of bids and purchases shall make reasonable efforts to avoid real, apparent, or potential conflicts of interest.

2. No employee, officer, or agent of the City shall participate in the selection, award, or administration of a contract if a conflict of interest, real or apparent, would be involved.

3. Such a conflict would arise when

a. an employee, officer, or agent of the city participates in the selection process and a vendor employs or is about to employ, any member of his or her immediate family, his or her partner, or

b. an employee, officer, or agent of the City, or a member of his or her immediate family, or his or her partner, stands to receive anything of financial value if a vendor is selected.

4. No officer or employee of the city shall transact any business in his official capacity with any business entity of which he is an officer, agent, or member or in which he owns a substantial interest; nor shall he or she make, any personal investments in any enterprise that will create a substantial conflict between his or her private interest and the public interest; nor shall he, she, or any firm or business entity of which he or she is an officer, agent or member, or the owner of substantial interest, sell any goods or services to the City except where such sale is done by competitive bidding and the officer or employee is the lowest bidder. For the purpose of this section, the term "investments" shall not include any publicly traded stock or other investment vehicle regulated by the Securities and Exchange Commission.

5. An employee, officer, or agent of the City who is involved in the procurement and selection



of a bid or purchase and has a real or apparent conflict of interest must disclose that conflict of interest to the Mayor before the bid selection or purchase takes place. Such disclosure must be in writing and shall be retained as part of the official record surrounding the bid or purchase.

6. Officers, employees, and agents of the City will not solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. For the purposes of this section, a gratuity shall include any amount of cash, or a gift having a value of more than twenty-five dollars. Non-cash gifts made to an entire department or to the city as a whole with a value of less than one hundred dollars shall not be considered a gratuity.
7. Officers, employees, and agents who fail to follow the above Code of Conduct shall be sanctioned or disciplined, to the extent permitted by law, for violations of the above standards.
8. Same; penalties. Any person who violates the provisions of this Section shall, upon conviction thereof, be punished as provided in the City Code.

**F. DOCUMENTATION.**

1. Records documenting the procurement process for any Minor or Major purchases, as those terms are defined below, including the reason for the specific procurement method chosen, the basis for the award and contract pricing (showing evidence that the process was fair and equitable), as well as any other significant decisions that were part of the procurement process shall be maintained for a period of at least three years from the date of the submission to the Federal government of the final expenditure report if the purchase or project was funded with federal grants, or until the completion of any litigation, claim, negotiation, audit, or other action involving the records, whichever is longer. Otherwise, records shall be maintained by the City in accordance with the City's retention and disposition schedules.

**G. Purchasing Guidelines**

This policy establishes guidelines regulating the degree of formality to be followed in the purchase or lease of goods and services, depending on the costs of the items to be purchased. The splitting of purchases or lease payments into smaller orders/payments to avoid these requirements is strictly prohibited. The term "purchase" includes leasing and lease purchase arrangements for purposes of this policy. Good documentation and using extra caution to ensure that all vendors are treated fairly is in the City's best interest.

1. Small Purchase Procedures - \$1,000 or less

Department Heads are authorized to issue a purchase order directly to vendors and enter into any related contracts for any purchase in the amount of \$1,000 or less. Price comparisons should be made on a routine basis to ensure the best value is obtained in each purchase. Department Heads shall designate employees who will be allowed to make purchases and to provide internal control procedures to ensure that all purchases are for legitimate public purposes, and that all purchases are accounted for. The designated employees need not secure the approval of the Department Head in order to make purchases in this price range. Department Heads may place added restrictions on employee's authority to purchase items.

2. Informal Purchase Procedures – more than \$1,000 to \$25,000

Department Heads, or their designee, must obtain three (3) or more quotations for the goods or services required. In common commodity purchases (off the shelf items), documentation of price checks such as webpage printouts or copies of current catalog pages showing current pricing may be used to document the purchase decision. The Department Head will approve the purchase order awarding the purchase to the lowest / best vendor. Under no circumstances shall the purchase of goods or services be divided into multiples in order to avoid the maximum limit of \$25,000. The Mayor or City Administrator is authorized to execute any related contracts or agreements upon obtaining legal counsel review as deemed prudent, but separate Council approval is not required provided that budgeting guidance is followed.

Whenever a Department Head determines that they must purchase goods or services from a "sole source vendor", the Department Head shall document why only one company or individual is capable of providing the goods or services required. The documentation shall be attached to the purchase order. The City Administrator must approve all sole source purchases over \$1,000.00 to \$24,999.99.

3. Formal Bids - Purchases from \$25,000 and above

Department Heads anticipating the purchase of goods or services exceeding \$25,000 in value shall prepare specifications based upon standards appropriate to meet the City's needs and following the Formal Bid Process.

4. However, whenever a Department Head determines that they must purchase goods or services from a "sole source vendor", the Department Head shall document why only one company or individual is capable of providing the goods or services required. The documentation shall be attached to the purchase order. The City Administrator and City Council must approve all sole source purchases over \$25,000.00.

5. The award will normally be made to the lowest and best bidder meeting specifications. This means there may be instances when accepting the low bid is not in the best interest of the City. When such a situation arises, it is incumbent upon the Department Head to thoroughly document the reasons why the low bidder should be disqualified or not selected. The City reserves the right to select a vendor based upon past service and experience with the vendor and other factors permitted by Missouri law.

6. Formal Bid Process

- a. Upon the City Administrator's approval, the Department will prepare and make available to qualified vendors a request for proposal (RFP).
- b. All bid documents shall contain the following language when applicable:
  - i. A statement that objections, appeals or disputes must be filed with the City Clerk within seven days of being known or capable of being known.
  - ii. For construction projects, language that sets a requirement for a bid guarantee or bid bond in the amount of 5% of the bid price from all bidders, as well as performance and payment bonds in the amount of 100% of the contract price from the contractor awarded the bid. If federally funded, the bidders must also include costs for Davis Bacon compliance if that is a requirement of the federal agency providing the funding.

- iii. If the project involves the construction or repair of city property and the amount is

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\$75,000 or more, the specifications shall indicate that prevailing wage requirements must be met.

- iv. If the purchase is for more than \$5,000, the specifications shall indicate that compliance with §285.530 RSMo Employment of unauthorized aliens prohibited.
- v. The specifications shall require compliance with § 208.009 RSMo Illegal aliens prohibited from receiving any state or local public benefit.
- vi. For construction projects over \$2,000 using Federal Funds, a statement that contractors will be provided with a copy of the most current wage determination (from the DOL website at <http://www.wdol.gov/dba.aspx>) and must comply with the Davis Bacon Act.
- vii. A statement that the City reserves the right at its sole discretion to reject any and all bids, wholly or in part, to waive any informalities or any irregularities therein, to accept any bid even though it may not be the lowest bid, to call for rebids, to negotiate with any bidder, and to make an award which in its sole and absolute judgment will best serve the City's interest. The City reserves the right to investigate the financial condition of any bidder to determine his or her ability to assure service throughout the term of the contract.
- c. The Department will prepare a RFP Notice for submittal to the City Clerk and such RFP notice will be published in a local newspaper.
- d. All RFP's shall explicitly indicate that the City reserves the right to accept or reject any and all bids when it is determined in the best interest of the City to do so.
- e. All bids shall be sealed and filed with the City Clerk at or prior to the time on the date stated in the notice. City Clerk shall not disclose any information about any bids received prior to the closing date and time for receipt of such bids.
- f. All bids shall be opened at the specified time and date stated in the RFP and shall be publicly read by the City Clerk or his / her designee. Any bids arriving after the designated bid opening date and time will be time- stamped and the bid will remain unopened. Late arriving bids will not be tabulated or considered.
- g. The Department from which the RFP was issued shall have a representative attend the bid opening to witness and record the bids as they are opened and read.
- h. The City Clerk shall prepare a written tabulation of all bids. The Department Head shall submit a written recommendation to the City Administrator for the award of the bid. The City Administrator shall make a recommendation to Council for any acceptance of bids from this process. Any related contracts or agreements, shall be executed only upon specific authorization from Council.
- i. No Responsive Bids  

In the event no responsive bids are received through the formal bidding process, the department head may take either of the following actions after documenting the lack of responsive bids with a memo to the City Administrator and upon their approval:

  - i. Initiate a new formal bidding process with the same or revised specifications;
  - ii. Negotiate directly with any of the vendors submitting a proposal or bid to

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bring their proposal into compliance;

- iii. Utilize the informal purchasing procedures to locate an acceptable proposal or quote; or cancel the purchase.
- iv. If any of these actions results in locating an acceptable bid or proposal, the department head shall then make a recommendation to the City Administrator and City Council, who shall make the final decision.

#### **7. Emergency Purchases**

The bid procedures outlined in this policy may be waived under emergency conditions when the Department operations would be severely hampered.

- a. When the need for an emergency purchase occurs, the Department Head will notify the City Administrator who will give verbal approval of the transaction and furnish advice as to the best source of the item(s) or services sought. The Department will submit a written explanation to the City Administrator explaining the reasons for the emergency purchase with copies for the department and the Finance Director. The department will prepare the purchase order as soon as operations permit. EMERGENCY will be boldly written across the purchase order.
- b. The City Administrator is authorized to order emergency purchases up to a limit of \$20,000. Any emergency purchases exceeding that amount will require the verbal consent of the Mayor, which shall be confirmed in writing as soon as reasonably possible thereafter.

#### **8. Cooperative Procurement Programs**

Department Heads are encouraged to use cooperative purchasing programs sponsored by the State of Missouri or other governmental agencies. Cooperative purchasing can prove advantageous to the City by taking advantage of the large quantity purchases made by State Government. Purchases made through these programs have met the requirements of competitive bidding and require the approval of the Department Head and City Administrator. Any related contracts or agreements covering less than \$25,000.00 may also be executed by the Mayor or City Administrator. However, any related contracts or agreements covering \$25,000.00 or more must have specific Council approval. Department Heads are encouraged to check with the State regarding cooperative procurement contracts in effect prior to making any large purchase.

- a. A current listing of all commodities and products available on the State Cooperative Purchasing Program is available on line at [www.oa.mo.gov/purch/](http://www.oa.mo.gov/purch/)
- b. Departments are also authorized to purchase items from the State Surplus Property Unit in Jefferson City. Buy Board National Purchasing Cooperative and any other similar programs that meet the spirit and intent of these procedures in their process.

#### **9. Professional Services**

Normal competitive procedures may not be available in securing some professional services such as attorneys, architects, engineers, certified public accountants, planners, land surveyors, and other professional people who, in keeping with the standards of their discipline, or in some cases state statutes, cannot enter into a competitive bidding process.

- a. A Request for Qualifications (RFQ) can be prepared much the same way as

specifications including requirements and minimum standards for the services to be provided. RFQ'S shall be submitted to the City Administrator for review and approval prior to distribution. When an RFQ for professional services is approved, a limited number of qualified professionals known to the City will be invited to submit a proposal setting forth their interest, qualifications and how they can meet the City's needs. In securing professional services, it is the primary goal of the City to obtain the services of a professional who has a proven record of providing, in a professional way, those services required. A contract will be negotiated with the professional deemed to best meet the City's needs. If total compensation in such contract is less than \$25,000.00 then the Mayor or City Administrator is authorized to enter such contract. If total compensation is \$25,000.00 or more, then such contract shall require specific Council approval.

- b. Procurement of the services of architects, engineers, and land surveyors shall be made in compliance with Sections 8.285 through 8.291, RSMo.
- c. Procurement for design-build services shall be made in compliance with Section 67.5060 or Section 67.5070, RSMo., as applicable.

#### H. PURCHASES USING FEDERAL FUNDS

- 1. The requirements of this Section H shall apply to all purchases using Federal Funds and shall supersede any conflicting procedure or rule applicable to non-federal projects. In the event that a Federal agency requires specific rules for a grant or loan funded project, those rules shall apply.
- 2. Small Purchases. For purchases below \$250,000 (or the Standard Simplified Acquisition Threshold as defined by FAR at 48 CFR part 2, subpart 2.1, whichever is less) but greater than the Micro Purchase threshold price or rate quotes must be obtained from two or more qualified sources following the affirmative action provision of this policy and all provisions regarding fair and unrestricted competition, provided, however, that if the City Purchasing limits set forth above require a more rigorous process, the City process shall be followed.
  - a. Soliciting from a single source. (1) For purchases not exceeding the simplified acquisition threshold staff may solicit from one source if the staff determines that the circumstances of the contract action deem only one source reasonably available (e.g., urgency, exclusive licensing agreements, brand-name or industrial mobilization).
- 3. Micro Purchases. For purchases below \$10,000, or below \$2,000 where the Davis-Bacon Act applies, or \$2,500 for service contracts, not including hiring of professionals, the purchasing employee shall follow the City policy (see 48 CFR 1, Subchapter A, part 2, Subpart 2.1).
- 4. Purchases at or exceeding the Simplified Acquisition Threshold (see 48 CFR 1, Subchapter A, part 2, Subpart 2.1; generally \$250,000) or construction projects of any value that are funded with federal dollars must follow a sealed bid process as outlined in this policy and also follow any procurement guidance as outlined in the grant agreement. In addition, a pricing analysis must be completed by the purchasing agent or a qualified consultant prior to issuing the request for proposal to ensure that there is a reasonable estimate against which to compare bid proposal pricing.

5. For purchases that use Federal Funding, no local or State purchasing preference shall be applied.
6. Internal Controls
  - a. The City will maintain effective internal control over the Federal award providing reasonable assurance that the City is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award.
  - b. The City will take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
  - c. The City will take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive.
7. CERTIFICATION
  - a. To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the City, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise."
8. ADVANCE PAYMENTS AND REIMBURSEMENTS
  - a. Payment methods must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the City whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means.
  - b. Advanced payments must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the City to carry out the purpose of the approved program or project. Any advanced payments must be consolidated to cover anticipated cash needs.
  - c. The City shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs
- l. Protests and Appeals for Goods and Professional Services Procurements
  1. Settlements of Issues Arising Out of Procurements – The City alone is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements.
  2. Protests must be filed within seven (7) calendar days from the date notice of intent to award is issued. Failure to timely file a protest shall constitute a waiver of any right to

protest. Untimely protests will not be accepted or considered. Any protest shall:

- a. State in detail each and every ground asserted for the protest, citing to the law, rule, local ordinance, procedure or bid provision on which the protest is based; and
  - b. Identify the remedy sought.
  - c. Note: Specification related protests must be fully supported by technical data, test results, or other pertinent information that a rejected product or service offered is equal to or better than the specification requirement
3. Protest Resolution Process
- a. Informal resolution
    - i. After receiving a protest, the City Administrator or City Attorney, as applicable, will contact the protesting party at the earliest convenience to seek informal resolution and/or to clarify the issues.
    - ii. Written response. Within fourteen (14) calendar days following contact with the protesting party for informal resolution, the City shall provide a written response to the protesting party. The letter constitutes the applicable department's final decision on the protest and shall be considered the City's agency action.
4. No Stay of Procurement Action During a Protest
- a. Nothing in these Policies and Procedures shall be deemed to prevent the City of Sedalia from proceeding with negotiations or awarding a purchase order or contract while a protest is pending.
- J. This policy and procedure was adopted by the City Council and will remain in effect until amended or cancelled by action of the City Council.
- K. A copy of this policy shall be retained on file by the City Clerk's Office and a copy was provided to each City Department.

#### **XIV. Surplus Property Disposal Policy**

- A. Disposal of Real Estate shall require specific Council approval. Upon determination that it would be appropriate to divest any holdings of real estate, the City Administrator shall make a recommendation to Council. Such recommendation may be made in a closed session. Council shall direct and authorize the City Administrator in the process to solicit offers, and bring back to Council for their consideration the appropriate documents to affect the sale.
- B. A department head having charge of any personal property that is surplus or obsolete, may request that the property be disposed of according to the following provisions in this section.
- C. The City Administrator or their designee is hereby authorized to sell the personal property in any form in the most advantageous manner. The designee may set a minimum sale price and may reject any formal or informal bid that in their judgment is not a fair sale price. Personal property may be disposed of in the following manner:
  1. Sale by auction, or

2. Sale by sealed bid, or
3. Solicitation of offers to purchase the asset. Such solicitations shall be upon the condition that no offer less than the expected sale price carried on the item as approved by the City Administrator; or
4. Sales based upon a negotiated agreement with a particular vendor, provided that such vendor must be selected according to a procedure which provides a mechanism for all interested parties to make proposals in a fair and even manner. Direct negotiations as provided in this subsection may only be used if it is deemed to be in the best interest of the City and facts set forth as to why other means are less desirable; or
5. Sales by a third party selected according to the City's standard procedures for selecting providers of services; or
6. Transferred, with or without compensation, to any government entity, or other organization designated as a 501(C)(3) by the Internal Revenue Service. If such transfer is without compensation in an amount near the fair market value of the personal property, the public purpose or benefit from the transfer shall be clearly identified; or
7. If the personal property has been reasonably designated in a nonusable state by the City Administrator or their designee, it may be disposed of, consistent with the public interest, in any manner as they deemed appropriate.

In any event if any property is transferred under these policies to an employee, extra care shall be used to ensure that an open bidding process was used and that the process to arrive at the disposal decision is clearly documented including the factors that indicate the best interest of the City is being served by the disposal method. In no event shall an employee who participated in the determination of a minimum sale price, or who has knowledge of a minimum sale price prior to offering to purchase the item be qualified to purchase such property.

- D. Any compensation resulting from the disposal of surplus property belonging to the City shall be transferred to the fund that held the property prior to its disposal.
- E. The City Administrator or their designee is authorized to act as the agent for the city in the collection, disposal, and execution of agreements for the disposal of surplus personal property as authorized by the City Council or the City Administrator.
- F. The designee shall forward a written report on a periodic basis to the Mayor and City Administrator showing the disposition of all personal property that has been sold or transferred along with a description of said property.



**BILL NO.** \_\_\_\_\_

**ORDINANCE NO.** \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND ECONOMIC DEVELOPMENT OF SEDALIA-PETTIS COUNTY.**

**WHEREAS**, the City of Sedalia, Missouri, has received a proposal to enter into an agreement by and between the City of Sedalia, Missouri, and Economic Development of Sedalia-Pettis County; and

**WHEREAS**, under the proposal, the City of Sedalia, Missouri, shall pay the sum and amount of One Hundred Forty Thousand Dollars (\$140,000.00) and as consideration therefore, the City of Sedalia, Missouri, shall receive services relating to industrial, economic and community development as more fully described in the proposed agreement attached to this ordinance and incorporated by reference as though agreement were set forth herein.

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

**Section 1.** The Council of the City of Sedalia, Missouri, hereby approves and accepts the agreement by and between the City of Sedalia, Missouri and Economic Development of Sedalia-Pettis County as the agreement has been proposed and attached hereto.

**Section 2.** The Mayor 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 the agreement 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 18<sup>th</sup> day of March, 2024.

\_\_\_\_\_  
Presiding Officer of the Council

Approved by the Mayor of said City this 18<sup>th</sup> day of March, 2024.

\_\_\_\_\_  
Andrew L. Dawson, Mayor

ATTEST:

\_\_\_\_\_  
Jason S. Myers  
City Clerk

## AGREEMENT

This agreement made and entered into this 1st day of April, 2024, by and between the City of Sedalia, Missouri, a municipal corporation, (hereinafter called "City") and Economic Development Sedalia-Pettis County, a Missouri not-for-profit corporation (hereinafter called "Corporation");

### **WITNESSETH:**

**Whereas**, there has been established a private not-for-profit development corporation known as Economic Development Sedalia-Pettis County, Inc.; and

**Whereas**, the City does hereby engage and retain the Corporation to manage and operate an economic development office to render the services hereinafter contemplated, and the Corporation does hereby agree to accept such engagement and to discharge its duties in accordance with the terms and conditions hereinafter set forth; and

**Whereas**, the purpose of the Corporation is the preparation and implementation of programs to enhance the industrial, economic, and community development of the City of Sedalia and the County of Pettis (hereinafter "County"); and

**Whereas**, the Corporation is engaged as an independent contractor and is not an officer, agent or employee of the City; and

**Whereas**, the Corporation is administered by a Board of Directors consisting of at least nine (9) members as provided for in the Corporation's Amended By-Laws, one of which is appointed by the Mayor and approved by the Council of the City; and

**Now, therefore**, in consideration of the mutual agreements hereinafter contained and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

1. The Board of Directors of the Corporation shall prepare and implement marketing plans that will provide goals and objectives in accomplishing the industrial, economic and community development of the City of Sedalia that are in the best interests of the City of Sedalia and said Board further agrees to implement this plan. These goals and objectives will be quantified.

2. The Corporation shall submit to the City each year an annual operating budget for the corporation for the next fiscal year and report of the previous year's activities, expenditures and results.

*Economic Development Works For You*

3. As consideration for the services provided by the Corporation relating to the industrial, economic and community development of the City, the City shall pay the Corporation \$140,000.00 annually, said money to be paid monthly in equal installments with the first installment being due on or about the 10<sup>th</sup> day of April, 2024 and each month thereafter. Any other binding request for funds from the City requires the prior consent of a majority of the City Council.

4. The Corporation may request the City to contribute manpower and equipment towards maintenance of and/or development of industrial parks and/or like properties for economic development purposes and City, when manpower and equipment are available, may, at its option, comply with such request.

5. The Corporation shall, at the end of each calendar year, arrange for an audit of its financial statements in accordance with generally accepted auditing standards and shall furnish the City with a copy of the audit as soon as practicable.

6. The corporation agrees to have the City Administrator or his designee, appointed as a board member to the Sedalia-Pettis County Community Service Corporation board.

7. The term of this Agreement shall be for twelve (12) months beginning April 1, 2024.

**IN WITNESS WHEREOF**, the Parties have entered into this agreement the day and year first above written.

**CITY OF SEDALIA, MISSOURI**

By \_\_\_\_\_  
Andrew L. Dawson, Mayor

ATTEST:

\_\_\_\_\_  
Jason S. Myers, City Clerk

**ECONOMIC DEVELOPMENT  
SEDALIA-PETTIS COUNTY**

By \_\_\_\_\_  
Rusty Kahrs, President

ATTEST:

\_\_\_\_\_  
Jessica L. Craig, Secretary

*Economic Development Works For You*

**BILL NO.** \_\_\_\_\_

**ORDINANCE NO.** \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND WHITEMAN AREA LEADERSHIP COUNCIL.**

**WHEREAS**, the City of Sedalia, Missouri, has received a request to enter into a three year agreement by and between the City of Sedalia, Missouri, and Whiteman Area Leadership Council; and

**WHEREAS**, under the proposal, the City of Sedalia, Missouri, shall pay the sum and amount of Five Thousand Dollars (\$5,000.00) per year and as consideration therefore, the City of Sedalia, Missouri, shall receive services, benefiting the public as more fully described in the proposed agreement attached to this ordinance and incorporated by reference as though the proposed agreement were set forth herein.

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

**Section 1.** The Council of the City of Sedalia, Missouri, hereby approves and accepts the agreement by and between the City of Sedalia, Missouri and Whiteman Area Leadership Council as the agreement has been proposed and attached hereto.

**Section 2.** The Mayor 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 the agreement 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 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 18<sup>th</sup> day of March 2024.

\_\_\_\_\_  
Presiding Officer of the Council

Approved by the Mayor of said City this 18<sup>th</sup> day of March 2024.

\_\_\_\_\_  
Andrew L. Dawson, Mayor

ATTEST:

\_\_\_\_\_  
Jason S. Myers  
City Clerk

**WHITEMAN AREA LEADERSHIP COUNCIL AGREEMENT 2024**

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the Whiteman Area Leadership Council, 300 North Holden Street, Suite 301, Warrensburg, Missouri, 64093, hereinafter called WALC, and the City of Sedalia, Missouri, Municipal Building, 200 South Osage Avenue, Sedalia, Missouri 65301, hereinafter called the City, and collectively referred to as the Parties.

**WITNESSETH:**

**WHEREAS**, Whiteman Air Force Base is a strategic component of the United States defense system and home to the B-2 Stealth Bomber. In addition to being vital to the national defense, Whiteman Air Force Base plays a key role in the economic health of the region's economy. With more than 9,356 employees, Whiteman is one of the largest employers in the State of Missouri delivering an annual economic impact of more than \$620,000,000; and

**WHEREAS**, WALC keeps its focus on aiding the retention and expansion of the missions and physical plant of Whiteman Air Force Base. The work of the WALC is funded through the financial support generously given by individuals and organizations; and

**WHEREAS**, WALC is engaged as an independent contractor and is not an officer, agent or employee of the City. WALC has rendered and will render services hereinafter contemplated and do hereby agree to accept such engagement and has and will discharge its duties in accordance with the terms and conditions hereinafter set forth;

**NOW THEREFORE**, the Parties do hereby agree as follows, to wit:

1. WALC will provide resources to efforts that further enhance and expand the mission of Whiteman Air Force Base, thereby generating economic benefit to The City of Sedalia and Pettis County.
2. The City will provide WALC with Five Thousand Dollars (\$5,000) annual payment due by April 15<sup>th</sup> of each year. This contract will be a three year contract effective April 1, 2024 through March 31, 2027 and is subject to annual appropriation by the City.
3. It is understood and agreed that either party may terminate this contract by giving to the other party notice in writing of said termination sixty (60) days prior to termination date.

**IN WITNESS WHEREOF**, the Parties have hereto set their hands and seals on the year and day first above written.

**WHITEMAN AREA  
LEADERSHIP COUNCIL**

**CITY OF SEDALIA**

BY \_\_\_\_\_  
Gregory V. Frencken, President

BY \_\_\_\_\_  
Andrew L. Dawson, Mayor

ATTEST:

ATTEST:

\_\_\_\_\_  
Randy Alewel, Secretary

\_\_\_\_\_  
Jason S. Myers, City Clerk

**BILL NO.** \_\_\_\_\_

**ORDINANCE NO.** \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AN AGREEMENT FOR SERVICES BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND OATS, INCORPORATED.**

**WHEREAS**, the City of Sedalia, Missouri, has received a proposal to enter into an agreement for services by and between the City of Sedalia, Missouri, and Oats, Incorporated; and

**WHEREAS**, under the proposal, the City of Sedalia, Missouri, shall pay the sum and amount of Twenty-five Thousand Dollars (\$25,000.00) and as consideration therefore, Oats, Incorporated agrees to apply 5311 funds, fares, ticket sale revenues, and advertising revenues to assist in funding local service in addition to contracts with local and state agencies and organizations that contract for services for clientele within the City as more fully described in the proposed agreement attached to this ordinance and incorporated by reference as though the proposed agreement were set forth herein.

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

**Section 1.** The Council of the City of Sedalia, Missouri, hereby approves and accepts the agreement by and between the City of Sedalia, Missouri and Oats, Incorporated in substantively the same form and content as the agreement has been proposed.

**Section 2.** The Mayor 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 the agreement has been proposed.

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

**Section 4.** This ordinance shall 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 18<sup>th</sup> day of March 2024.

\_\_\_\_\_  
Presiding Officer of the Council

Approved by the Mayor of said City this 18<sup>th</sup> day of March 2024.

\_\_\_\_\_  
Andrew L. Dawson, Mayor

ATTEST:

\_\_\_\_\_  
Jason S. Myers  
City Clerk

**Oats**® INC.  
**Agreement for Services**

This agreement is entered into by City of Sedalia located at Municipal Building Office, 200 S Osage Ave, Sedalia MO 65301, hereinafter known as the "Contracting Party" and OATS, Incorporated, 2501 Maguire Blvd., Ste. 101, Columbia, Missouri, 65201, a general not-for-profit corporation organized under the Laws of the State of Missouri, hereinafter known as "OATS".

**The Contracting Party and OATS hereby agree as follows:**

1. This Agreement becomes effective on April 1<sup>st</sup>, 2024 and terminates on March 31<sup>st</sup>, 2027 and is subject to annual appropriation by the City.
2. OATS agrees to transport residents living within the city limits of the Contracting Party to and from locations in and around Sedalia on a deviated fixed route with complementary demand response service on Monday through Friday between the hours of 6:30 a.m. and 5:30 p.m. and Saturday from 8:30 a.m. to 4:30 p.m.
3. Door to door Demand Response services are made available from 4:15 a.m. until 6:00 p.m. Monday through Friday and on a limited basis on Saturdays, with preference given to dialysis clients. Scheduling of requested services are dependent upon vehicle and driver availability. OATS will strive to fill all requests made, but makes no guarantee of service availability unless service is of a routine and recurring nature and specific commitment has been made by OATS that service will be made available.
4. In rural areas, OATS is a general public transportation provider and therefore routes are published and open to the general public with no age or disability restrictions.
5. Exceptions to the days and times of service are as follows:
  - a. There will be no service on the following OATS recognized holidays:

New Year's Day	January 1 <sup>st</sup>
Martin Luther King Jr. Day	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday in September
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving Day	4 <sup>th</sup> Friday in November
Christmas Day	December 25 <sup>th</sup>
  - b. Additionally, there will be no service when weather conditions make it unsafe for service to occur: As a general rule, OATS service will be cancelled whenever inclement weather shuts down the local school system. We encourage riders to listen to the local radio broadcasts for service suspensions due to weather.
  - c. The preceding exceptions to service provision shall not apply to dialysis transportation, except that when it is determined by OATS management that road conditions are so hazardous as to create an unacceptable risk to driver and client safety.
6. The Contracting Party agrees to send payment of \$25,000 to OATS in increments of \$12,500 due on April 1<sup>st</sup> and September 1<sup>st</sup> with \$25,000 being applied to annual operating costs. OATS agrees to apply 5311 funds, fares, ticket sale revenues, and advertising revenues to assist in funding local service in addition to contracts with local and state agencies and organizations that, from time to time, contract for services for clientele within the city.
7. OATS shall maintain primary general comprehensive liability insurance covering all activities of OATS in the City of Sedalia and shall provide to the Contracting Party, as additional insured, a certificate showing this coverage with minimum limits of \$2 million per person and \$2 million per occurrence.

8. OATS shall at all times be treated as an independent contractor. Nothing contained in this agreement shall create or be construed to create any right or inure any benefit to any third party.
9. Neither party may assign any of its rights or obligations hereunder without the written consent of the other party.
10. This Agreement may be terminated by either party by providing thirty (30) days written notice to the other party.
11. Any notice required hereunder shall be deemed received if sent by first class mail, postage prepaid to:

City of Sedalia:  
 Andrew L. Dawson, Mayor  
 200 S Osage Ave  
 Sedalia, MO 65301

OATS, Inc.:  
 Dorothy Yeager, Executive Director  
 2501 Maguire Blvd, Ste. 101  
 Columbia, MO 65201

12. OATS shall conduct the service in compliance with all applicable local, state and federal laws and regulations.
13. OATS agrees to save and hold harmless the Contracting Party and all its officials, agents and employees from any and all liability or damages which arise out of OATS performance under this contract.

**Contracting Party**

By: \_\_\_\_\_  
 Andrew L. Dawson, Mayor

Date: \_\_\_\_\_

Attested By: \_\_\_\_\_  
 Jason S. Myers, City Clerk

**OATS, Incorporated**

By: \_\_\_\_\_  
 Dorothy Yeager, Executive Director  
 by Tracy Walkup

Date: \_\_\_\_\_

Initials of OATS Regional Director \_\_\_\_\_

**Charter Checklist**

Special Billing Number: 5306-2

Check one:  Rural  
 Urban

Does this service support OATS' program purposes(must check one)?:

- YES – Not considered charter; no further action required.
- NO – Is contracting party a Qualified Human Service Org.?
  - Yes - Funding source #: \_\_\_\_\_ (from FTA List)
  - No – Contact Home Office for instruction



**BILL NO.** \_\_\_\_\_

**ORDINANCE NO.** \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND SCOTT JOPLIN INTERNATIONAL RAGTIME FOUNDATION, INC.**

**WHEREAS**, the City of Sedalia, Missouri, has received a proposal to enter into an agreement by and between the City of Sedalia, Missouri, and Scott Joplin International Ragtime Foundation, Inc.; and

**WHEREAS**, under the proposal, the City of Sedalia, Missouri, shall pay the sum and amount of Ten Thousand Dollars (\$10,000.00) and as consideration therefore, the City of Sedalia, Missouri, shall receive services relating to the production of the Scott Joplin Ragtime Festival for the 2024 Festival and associated activities as more fully described in the proposed agreement attached to this ordinance and incorporated by reference as though the proposed agreement were set forth herein. Said festival annually aids the City's tourism efforts and fosters community development with the City.

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

**Section 1.** The Council of the City of Sedalia, Missouri, hereby approves and accepts the agreement by and between the City of Sedalia, Missouri and Scott Joplin International Ragtime Foundation, Inc. on the agreement in substantively the same form and content as the agreement 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 the agreement has been proposed.

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

**Section 4.** This ordinance shall 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 18<sup>th</sup> day of March 2024.

\_\_\_\_\_  
Presiding Officer of the Council

Approved by the Mayor of said City this 18<sup>th</sup> day of March 2024.

\_\_\_\_\_  
Andrew L. Dawson, Mayor

ATTEST:

\_\_\_\_\_  
Jason S. Myers, City Clerk

**SCOTT JOPLIN RAGTIME FESTIVAL 2024**

**THIS AGREEMENT** made and entered into this \_\_\_ day of \_\_\_\_\_ 2024 by and between Scott Joplin International Ragtime Foundation of Sedalia, Inc., a Missouri not-for-profit corporation at 111 West 5<sup>th</sup> Street, Sedalia, Missouri, hereinafter called FOUNDATION, and The City of Sedalia, Missouri, Municipal Building, 200 South Osage, Sedalia, Missouri, 65301, hereinafter called CITY, and collectively referred to as THE PARTIES.

**WITNESSETH:**

**WHEREAS**, since 1983, the Foundation has produced and managed the annual Scott Joplin Ragtime Festival in Sedalia, Missouri, and will produce and manage the annual Scott Joplin Ragtime festival beginning on May 31, 2024 and ending on June 2, 2024 and has rendered and will render services hereinafter contemplated and the Foundation does hereby agree to accept such engagement and has and will discharge its duties in accordance with the terms and conditions hereinafter set forth:

**AND WHEREAS**, the Foundation is engaged as an independent contractor and is not an officer, agent, or employee of the City;

**NOW THEREFORE**, the parties intending to be legally bound do hereby agree as follows, to wit:

1. The Foundation has and will produce a four (4) day Festival as outlined above, for 2024 year, featuring performers and historians celebrating Sedalia's important cultural heritage of Ragtime, including Scott Joplin. These events will be produced in such a way as to provide the finest in Ragtime performances and presentations and marketed so that this event will provide the Sedalia community, as well as tourists with interest to participate in these events in Sedalia.
2. The Festival will provide four (4) days of free performances at locations throughout downtown Sedalia, symposia in the downtown area at a nominal fee, and performances by ticket throughout Sedalia.
3. The Foundation will provide the City with annual financial statements and budgets.
4. In return the City will provide the Foundation with payment as follows: Ten Thousand Dollars (\$10,000) upon completion of the 2024 Festival, subject to prior annual appropriation by the City.
5. It is understood and agreed that either party may terminate this contract by giving to the other party notice in writing of said termination sixty (60) days in advance of said Festival dates.

**IN WITNESS WHEREOF**, the Parties have hereto set their hands and seals on the year and day first above written.

**SCOTT JOPLIN INTERNATIONAL  
RAGTIME FOUNDATION OF SEDALIA, INC.**

**CITY OF SEDALIA**

BY \_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

TITLE \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Jason S. Myers, City Clerk

**BILL NO.** \_\_\_\_\_

**ORDINANCE NO.** \_\_\_\_\_

**AN ORDINANCE AMENDING THE PERSONNEL REGULATIONS MANUAL OF THE CITY OF SEDALIA, MISSOURI RELATING TO JURY DUTY/COURT APPEARANCES.**

**WHEREAS**, the City of Sedalia has identified the need to amend Section 6.12 of the City of Sedalia’s Personnel Regulations by removing paragraph 2 pertaining to compensation for employees of the City of Sedalia who serve Jury Duty.

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

**Section 1.** Section 6.12 (Jury Duty/Court Appearances) of the City’s Personnel Regulations is amended to read as follows:

“Section 6.12 Jury Duty/Court Appearances

An employee shall be granted leave of absence with pay for Jury services. Paid leave such as Vacations, Holiday, etc. shall be granted to full-time employees for court appearances that are not work related. For all other court appearances that are work related, an employee shall be credited for time worked for all hours they appear as required by the Court for the work-related issue.

Department Heads shall require applicable supporting documentation prior to approving this leave.”

**Section 2.** This ordinance shall be in full force and effect 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 18<sup>th</sup> day of March 2024.

\_\_\_\_\_  
Presiding Officer of the Council

Approved by the Mayor of said City this 18<sup>th</sup> day of March 2024.

\_\_\_\_\_  
Andrew L. Dawson, Mayor

ATTEST:

\_\_\_\_\_  
Jason S. Myers  
City Clerk

March 7, 2024

City Administrator Shaw,

The Human Resources Department is requesting an update to the Personnel Policies Manual. As you are aware, there are several policy updates, additions, changes and revisions that are needing to be made to our current version of the Personnel Policies Manual.

The following is currently being recommended:

- 1) Section 4.6 Pre-Employment Testing/Other Procedures (a & b).

We are proposing to remove the language that lists out the pre-employment requirements for a Firefighter per the Fire Pension. Since the City has moved our Fire Department over to LAGERS, this language is no longer needed nor required.

Remove:

(a) All persons who become members of the fire department after the establishment of the firefighters' retirement fund shall be required to take a pre-employment physical examination by a physician selected by the city administrator, and such physical examination shall include, but is not limited to:

- (1) A complete history and physical examination;
- (2) Blood tests, including CBC, Chem-3 profile or SMAC;
- (3) Blood pressure test;
- (4) Urinalysis;
- (5) Pulmonary function testing;
- (6) Chest X-ray;
- (7) Prostate or gynecological examination, as the case may be;
- (8) Tuberculosis test; and
- (9) Eye and hearing tests.

(b) Each member of the fire department, including present members and future members

shall undergo similar physical examinations or special physical examinations when reasonably requested to do so from time to time by the board, fire chief or city administrator. All of the results and records of any such physical examinations shall be furnished to the board of trustees, and the same shall be kept as part of the closed personnel records of the board of trustees and the city.

Added language in the 1<sup>st</sup> sentence:

The city may, for certain positions, require pre-employment physicals, competitive testing of applicants to help determine the most qualified individuals.

2) Section 6.12 Jury Duty/Court Appearances

We are proposing the removal of the following sentence:

All monies received by an employee for court appearances while on their normally assigned work schedule or on compensatory / overtime shall be surrendered to the city whenever received.

Pettis County has changed their payment method from a check to debits cards which makes it difficult to recoup the monies that the employee receives for Jury Duty which is also typically nominal in amount.

Sincerely,

Shannon Ramey-Trull  
Human Resources Director

**BILL NO.** \_\_\_\_\_

**ORDINANCE NO.** \_\_\_\_\_

**AN ORDINANCE AMENDING THE PERSONNEL REGULATIONS MANUAL OF THE CITY OF SEDALIA, MISSOURI RELATING TO PRE-EMPLOYMENT PHYSICALS FOR FIREFIGHTERS.**

**WHEREAS**, the City of Sedalia has identified the need to amend Section 4.6 (Pre-Employment Testing/Other Procedures) of the City of Sedalia’s Personnel Regulations by removing Subsections A and B pertaining to pre-employment physicals for firefighters.

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

**Section 1.** Section 4.6 (Pre-Employment Testing/Other Procedures) of the Personnel Regulations Manual of the City of Sedalia, Missouri is hereby amended to read as follows:

“Section 4.6 Pre-Employment Testing/Other Procedures

The city may, for certain positions, require pre-employment physicals, competitive testing of applicants to help determine the most qualified individuals.

The city may, for certain positions, also require pre-employment controlled substance and/or alcohol screening for applicants in accordance with Section 7.15. In addition, a motor vehicle report (MVR) may be required on all employees prior to being hired, or who are being transferred into a driver’s position with the city, to determine whether they are an acceptable driver with the city’s insurance carrier.

Positions subject to pre-employment testing, MVR checks or other procedures shall be clearly indicated in the position posting.”

**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 in the City Clerk’s Office prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 18<sup>th</sup> day of March, 2024.

\_\_\_\_\_  
Presiding Officer of the Council

Approved by the Mayor of said City this 18<sup>th</sup> day of March, 2024.

\_\_\_\_\_  
Andrew L Dawson, Mayor

ATTEST:

\_\_\_\_\_  
Jason S. Myers  
City Clerk

March 7, 2024

City Administrator Shaw,

The Human Resources Department is requesting an update to the Personnel Policies Manual. As you are aware, there are several policy updates, additions, changes and revisions that are needing to be made to our current version of the Personnel Policies Manual.

The following is currently being recommended:

- 1) Section 4.6 Pre-Employment Testing/Other Procedures (a & b).

We are proposing to remove the language that lists out the pre-employment requirements for a Firefighter per the Fire Pension. Since the City has moved our Fire Department over to LAGERS, this language is no longer needed nor required.

Remove:

(a) All persons who become members of the fire department after the establishment of the firefighters' retirement fund shall be required to take a pre-employment physical examination by a physician selected by the city administrator, and such physical examination shall include, but is not limited to:

- (1) A complete history and physical examination;
- (2) Blood tests, including CBC, Chem-3 profile or SMAC;
- (3) Blood pressure test;
- (4) Urinalysis;
- (5) Pulmonary function testing;
- (6) Chest X-ray;
- (7) Prostate or gynecological examination, as the case may be;
- (8) Tuberculosis test; and
- (9) Eye and hearing tests.

(b) Each member of the fire department, including present members and future members

shall undergo similar physical examinations or special physical examinations when reasonably requested to do so from time to time by the board, fire chief or city administrator. All of the results and records of any such physical examinations shall be

furnished to the board of trustees, and the same shall be kept as part of the closed personnel records of the board of trustees and the city.

Added language in the 1<sup>st</sup> sentence:

The city may, for certain positions, require pre-employment physicals, competitive testing of applicants to help determine the most qualified individuals.

## 2) Section 6.12 Jury Duty/Court Appearances

We are proposing the removal of the following sentence:

All monies received by an employee for court appearances while on their normally assigned work schedule or on compensatory / overtime shall be surrendered to the city whenever received.

Pettis County has changed their payment method from a check to debits cards which makes it difficult to recoup the monies that the employee receives for Jury Duty which is also typically nominal in amount.

Sincerely,

Shannon Ramey-Trull  
Human Resources Director



**BILL NO.** \_\_\_\_\_

**ORDINANCE NO.** \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF SEDALIA, MISSOURI, AUTHORIZING THE CITY TO PARTICIPATE IN THE MISSOURI FIREFIGHTERS CRITICAL ILLNESS TRUST AND POOL, AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE SUCH DOCUMENTS AS MAY BE NECESSARY FOR THE CITY'S PARTICIPATION THEREIN.**

**WHEREAS**, The Missouri Firefighter Critical Illness Trust and Pool (herein "MFFCIT") has created a critical illness pool as authorized by Section 320.400 and 537.620 RSMo, to create an alternative for public sector agencies seeking to control rising costs due to critical illnesses, including cancers, in firefighters; and

**WHEREAS**, Missouri statutes require such an entity to be formed by agreement of at least three public sector agencies; and

**WHEREAS**, upon a proper application, a new entity has been created and approved by the Director of the Division of Commerce and Insurance and Missouri Secretary of State; and

**WHEREAS**, the new entity, called "Missouri Fire Fighter Critical Illness Trust and Pool," is a separate body corporate and trust, under the oversight of a Board of Trustees and the participating agencies; and

**WHEREAS**, MFFCIT will safeguard, manage, and provide for administrative services for MFFCIT; and

**WHEREAS**, by agreeing to be one of the agencies participating in MFFCIT, this (City) is not forever bound to participate in MFFCIT, but does so by agreement; and

**WHEREAS**, upon proper consideration the City believes that participating in the MFFCIT risk pool is in the best interests of the City.

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

**Section 1.** The City hereby declares its intent to become a member of MFFCIT and to participate thereof upon approval of Board of Trustees of MFFCIT.

**Section 2.** The Mayor is hereby authorized and directed to sign all documents necessary or expedient for the City to participate in the MFFCIT, including Trust/Pool Agreement

and Bylaws, agreeing to adhere to the rules of said documents, and to be bound together with other members thereby.

**Section 3.** The City staff are hereby authorized and directed to provide such assistance as may be necessary to carry out the intent of this ordinance.

**Section 4.** This ordinance shall be effective immediately upon its approval and execution.

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 18<sup>th</sup> day of March 2024.

\_\_\_\_\_  
Presiding Officer of the Council

Approved by the Mayor of said City this 18<sup>th</sup> day of March 2024.

\_\_\_\_\_  
Andrew L. Dawson, Mayor

ATTEST:

\_\_\_\_\_  
Jason S. Myers  
City Clerk

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**Sedalia Fire Department**  
**DEPARTMENTAL MEMORANDUM**  
**Office of the Fire Chief**

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**To : City Administrator Kelvin Shaw**

**From : Fire Chief Matthew Irwin**

**Date : March 13, 2024**

**Ref : Missouri Firefighters Cancer Trust**

**I am requesting an ordinance to join the Missouri Firefighters Cancer trust. This was negotiated with Sedalia Firefighters Local 103 and an ordinance is required to join the trust.**

**I recommend we move forward with the ordinance to join the Missouri Cancer Trust.**

**BILL NO.** \_\_\_\_\_

**ORDINANCE NO.** \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AN ABATEMENT ORDER ON CONSENT FOR THE NORTH AND CENTRAL WASTEWATER TREATMENT PLANTS.**

**WHEREAS**, the City of Sedalia, Missouri has received a proposal from the Missouri Department of Natural Resources for an Abatement Order on Consent for the North and Central wastewater treatment plants in accordance with the order as more fully described in the order; and

**WHEREAS**, under the proposal, the City of Sedalia, shall continue to work with the Missouri Department of Natural Resources to finalize the Abatement Order on Consent to bring the plants into compliance as more fully described in the proposed Agreement attached to this Ordinance and incorporated by reference herein.

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

**Section 1.** The Council of the City of Sedalia, Missouri hereby approves and accepts the Agreement by and between the City of Sedalia, Missouri and the Missouri Department of Natural Resources as the Agreement has been proposed.

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

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

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

Read two times by title, copies of the proposed Ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 18<sup>th</sup> day of March 2024.

\_\_\_\_\_  
Presiding Officer of the Council

Approved by the Mayor of said City this 18<sup>th</sup> day of March 2024.

\_\_\_\_\_  
Andrew L. Dawson, Mayor


ATTEST:

\_\_\_\_\_  
Jason S. Myers, City Clerk

# MEMO

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**TO:** Kelvin L. Shaw, City Administrator  
Matthew Writ, Assistant City Administrator

**FROM:** Christopher R. Davies, P.E. City Engineer 

**DATE:** March 14, 2024

**SUBJECT: ABATEMENT ORDER ON CONSENT (AOC) NO. 2024-WPCB-1873**

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## **Background:**

Department of Natural Resources (DNR) on June 7 and 8, 2022 for a routine compliance inspection inspected the City of Sedalia for both the Central and North WWTP's. DNR staff observed the Central WWTP violated permitted effluent limits 20 months over the 2-year period (from May 2020 thru May 2022) and the North WWTP violated permitted effluent limits 15 months and 6 quarters over the same time period.

July 6, 2022: DNR sent Letter of Warning to City of Sedalia for the Central WWTP

July 15, 2022: Issued a Referral Notice of Violation to City of Sedalia for the North WWTP.

December 12, 2022: City of Sedalia discussed with DNR the option of requesting referral of the Central WWTP for inclusion in a joint AOC along with the North WWTP.

May 23, 2023: City of Sedalia sent a requested referral of the Central WWTP for an AOC along with the North WWTF.

## **Discussion:**

The City of Sedalia has been working with DNR Compliance and Enforcement Section to finalize the AOC; the attached AOC is the culmination of DNR's Compliance and Enforcement Section working with City of Sedalia staff in finding a solution.

The Key components of the AOC are:

1. Binding Agreement
2. Penalties for violations shall be suspended

3. From Effective date of the AOC until new/or upgraded WWTP's are completed, City agrees to operate and maintain the existing WWTP's at all times in compliance with the conditions and requirements of the Permits to the best of the City's ability and the ability of the WWTP's.
4. Within 365 of the effective date of the AOC, The City shall submit to DNR a Facility Plan or Plans in accordance with 10 CSR 20-8:110.
5. Upon approval of the Facility Plan(s) by DNR City is ordered and agrees to implement the approved Facility Plan(s).
6. Upon DNR's approval of the Facility Plan(s) City is ordered and agrees to consult with DNR's Engineering Section staff and comply with 10 CSR 20-6 and 10 CSR 20-8.
7. Within 60 days of completing construction of the improvements specified in the Facility Plan, the City is ordered and agrees to submit to the Department a Statement of Work Completed Form.
8. If the option to eliminate a WWTP, within 60 days of completing construction is ordered and agrees to submit to DNR for review and approval a closure plan for the WWTP.
9. If applicable, within 120 days of DNR's approval of the closure plan the City is ordered and agrees to close the WWTP according to the approved closure plan.
10. If applicable, within 30 days of completing closure of the WWTP, the City shall submit to DNR a Permit termination request form.
11. The City is ordered and agrees to comply with the MCWL, Chapter 644, RSMo, at all times.
12. The AOC shall terminate 90 days after upgrades, improvements, or replacement of the WWTP's specified in the compliance schedule(s) and plan(s) are completed.

**Recommendation:**

City staff recommends the Mayor of Sedalia sign the AOC.

**BEFORE THE MISSOURI DEPARTMENT OF NATURAL RESOURCES**

**In the Matter of:** )  
 )  
           **City of Sedalia** )       **Order No. 2024-WPCB-1873**  
 )  
**Proceeding under the** )  
**Missouri Clean Water Law** )

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**ABATEMENT ORDER ON CONSENT**

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The issuing of this Abatement Order on Consent (AOC) No. 2024-WPCB-1873, by the Missouri Department of Natural Resources (Department), is a formal administrative action by the State of Missouri and is being issued because the City of Sedalia (Respondent) violated the Missouri Clean Water Law (MCWL). This AOC is issued under the authorities of Sections 644.056 and 644.079, Revised Statutes of Missouri (RSMo). Failure to comply with this AOC is, by itself, a violation of Section 644.076.1, RSMo. Litigation may occur without further notice if there is not compliance with the requirements of this AOC. This AOC does not constitute a waiver or a modification of any requirements for the MCWL, or its implementing regulations, all of which remain in full force and effect. Compliance with the terms of this AOC shall not relieve the Respondent of liability for, or preclude the Department from, initiating an administrative or judicial enforcement action to recover civil or administrative penalties for any future violations of the MCWL, or to seek injunctive relief, pursuant to Chapter 644, RSMo.

**FINDINGS OF FACT**

1.       The Respondent is a third class municipality with a population of approximately 21,809 residents. The Respondent owns and operates three wastewater treatment facilities

(WWTFs) to serve the city. The Respondent's Central and North WWTFs are subject to this AOC.

2. The Central WWTF consists of a peak flow equalization basin, bar screen, aerated grit removal, two primary clarifiers, secondary lift station with three pumps, biological basin with aeration, belt filter press, two aerated sludge holding tanks, sludge drying bed, and treats domestic and industrial wastewater from domestic and major and minor industrial contributors. The Central WWTF is also a Class A biosolids composting facility. The Central WWTF is located at 3000 West Main, Sedalia, in Pettis County. The WWTF has a design population equivalent of 30,300, a design flow of 3.03 million gallons per day and an actual flow of 1.8 million gallons per day. Treated effluent discharges through Outfall No. 001 of the WWTF to Brushy Creek, a gaining tributary, subject to the conditions and requirements of Missouri State Operating Permit (Permit) No. MO-0023019.

3. The North WWTF consists of a trash grinder, aerated grit removal, flow equalization basin, two primary clarifiers, two high rate trickling filters, secondary clarifier, two anaerobic digesters, sludge belt press, and treats domestic and industrial wastewater from domestic and major and minor industrial contributors. The North WWTF is located at 23985 Georgetown Road, Sedalia, in Pettis County. The WWTF has a design population equivalent of 25,000, a design flow of 2.5 million gallons per day and an actual flow of 0.832 million gallons per day average daily flow based on recent data from 2019 to 2023 submitted to the Department by the Respondent. Treated effluent discharges through Outfall No. 001 of the WWTF to Pearl River, a gaining stream, subject to the conditions and requirements of Permit No. MO-0023027.

4. The Respondent's Permit Nos. MO-0023019 and MO-0023027, collectively referred to as "Permits," expired on March 31, 2021, and were both administratively continued



based on the timely submission of a permit renewal applications. On November 1, 2023, both Permits were re-issued to the Respondent.

5. Brushy Creek and Pearl River are waters of the State as the term is defined by Section 644.016(27), RSMo.

6. Domestic wastewater is a water contaminant as the term is defined by Section 644.016(24), RSMo.

7. Water contaminants that cause pH to be outside the range of 6.5 to 9.0 standard pH units are a violation of specific criteria for water quality standards as defined by 10 CSR 20-7.031(5)(E).

8. The Permits, require the Respondent to collect representative samples of the effluent discharged from Outfall No. 001 of each WWTF and analyze the sample for the contaminants listed in Part "A" monthly and quarterly. The Permits require the effluent from both WWTFs to comply with the limitations for *E.coli* (Central WWTF only), Ammonia as Nitrogen (Ammonia), Biochemical Oxygen Demand (BOD), Total Suspended Solids (TSS), Total Recoverable Copper (Copper), Total Recoverable Cadmium (North WWTF only), Oil and Grease, pH and a removal efficiency of a minimum of 85 percent (Central WWTF) and 65 percent (North WWTF) for BOD and TSS contained in Part "A" of the Permits and requires the Respondent to submit the results of the analysis to the Department on monthly and quarterly Discharge Monitoring Reports (DMRs) by the 28<sup>th</sup> day of the month following the reporting period.

9. The previous Permit No. MO-0023019 set final effluent limitations through March 31, 2024, for the Central WWTF for BOD as a Weekly Average of 45 mg/L and a Monthly Average of 10 mg/L from May 1 to October 30 of each year, and a Weekly Average of

20 mg/L and a Monthly Average of 20 mg/L from November 1 to April 30 of each year; TSS as a Daily Maximum of 35 mg/L and a Monthly Average of 30 mg/L; *E. coli* effluent limitations as a Weekly Average of 1,030 #/100 milliliters (mL) and a Monthly Average of 206 #/100 mL; Ammonia as a Daily Maximum of 3.3 mg/L and a Monthly Average of 1.5 from April 1 through September 30, and a Daily Maximum of 8.1 mg/L and a Monthly Average of 2.9 mg/L from October 1 through March 31 of each year; Copper as a Daily Maximum of 37.7 micrograms/liter ( $\mu\text{g/L}$ ) and a Monthly Average of 18.0  $\mu\text{g/L}$ ; pH as a Daily Maximum and a Monthly Average range of 6.0 to 9.0 Standard Units, and a monthly average removal efficiency of a minimum of 85 percent for BOD and TSS.

10. The previous Permit No. MO-0023027 set interim effluent limitations for the North WWTF for BOD as a Weekly Average of 45 mg/L and a Monthly Average of 30 mg/L; TSS as a Weekly Average of 45 mg/L and a Monthly Average of 30 mg/L; Ammonia as a Daily Maximum of 5.5 mg/L and a Monthly Average of 2.2 from April 1 through September 30, and a Daily Maximum of 7.5 mg/L and a Monthly Average of 2.9 mg/L from October 1 through March 31 of each year; Copper as a Daily Maximum of 30.2  $\mu\text{g/L}$  and a Monthly Average of 18.5  $\mu\text{g/L}$ ; pH as a Daily Maximum and a Monthly Average range of 6.5 to 9.0 Standard Units, and a monthly average removal efficiency of a minimum of 65 percent for BOD and TSS.

11. The re-issued Permit No. MO-0023019 sets final effluent limitations for the Central WWTF for BOD as a Weekly Average of 10 mg/L and a Monthly Average of 10 mg/L from May 1 to October 30 of each year, and a Weekly Average of 20 mg/L and a Monthly Average of 20 mg/L from November 1 to April 30 of each year; TSS as a Daily Maximum of 35 mg/L and a Monthly Average of 30 mg/L; *E. coli* effluent limitations as a Weekly Average of 1,030 #/100 mL and a Monthly Average of 206 #/100 mL; Ammonia as a Daily Maximum of 8.1

mg/L and a Monthly Average of 2.9 from November through March, a Daily Maximum of 3.3 mg/L and a Monthly Average of 1.5 mg/L from April through June and September, a Daily Maximum of 3.3 mg/L and a Monthly Average of 1.2 mg/L in July, a Daily Maximum of 3.3 mg/L and a Monthly Average of 1.4 mg/L in August, and a Daily Maximum of 8.1 mg/L and a Monthly Average of 2.7 mg/L in October of each year; Copper as a Daily Maximum of 43.8 µg/L and a Monthly Average of 16.3 µg/L; pH as a Daily Maximum and a Monthly Average range of 6.0 to 9.0 Standard Units, and a monthly average removal efficiency of a minimum of 85 percent for BOD and TSS.

12. The re-issued Permit No. MO-0023027 sets interim effluent limitations for the North WWTF, effective through March 31, 2029, for BOD as a Weekly Average of 45 mg/L and a Monthly Average of 30 mg/L; TSS as a Weekly Average of 45 mg/L and a Monthly Average of 30 mg/L; Ammonia as a Daily Maximum of 12.1 mg/L and a Monthly Average of 3.1 mg/L in January and November, a Daily Maximum of 10.1 mg/L and a Monthly Average of 2.9 mg/L from February, March, and December, a Daily Maximum of 12.1 mg/L and a Monthly Average of 2.2 mg/L in May, June, August, and September, a Daily Maximum of 10.1 mg/L and a Monthly Average of 2.3 mg/L in April, a Daily Maximum of 10.1 mg/L and a Monthly Average of 12.2 mg/L in July, and a Daily Maximum of 12.1 mg/L and a Monthly Average of 2.9 mg/L in October of each year of each year; Copper as a Daily Maximum of 45.1 µg/L and a Monthly Average of 22.9.0 µg/L; pH as a Daily Maximum and a Monthly Average range of 6.5 to 9.0 Standard Units, and a monthly average removal efficiency of a minimum of 65 percent for BOD and TSS.

13. Effluent discharged from Outfall No. 001 of both WWTFs failed to comply with effluent limitations contained in the Permits. See Exhibits 1 and 2 of this AOC for a list of recent effluent limit violations.

14. On June 7 and 8, 2022, Department staff conducted a routine compliance inspection of the Central and North WWTFs. In preparation for the inspections, Department staff reviewed the previous two years of DMR submissions for both WWTFs. Department staff observed the Central WWTF violated permitted effluent limits 20 months over the 2-year period, and the North WWTF violated permitted effluent limits 15 months and 6 quarters over the 2-year period. During the inspection, staff observed both WWTFs' components, Outfall No. 001 for both WWTFs, stormwater components, records, and biosolids components for the Central WWTF. Overall, both WWTFs were observed by Department staff to be maintained sufficiently; however, the compliance deficiencies were observed in record keeping and compliance with report submission requirements contained in the Permits, and conducting monthly inspections as required under the Special Conditions in the Permits. Analyses of an effluent sample collected from Outfall No. 001 at the North WWTF during the inspection showed permitted effluent limitation violations for Copper (55.4 µg/L). Based on the violations documented during the June 7 and 8, 2022, inspection, the Department sent a Letter of Warning to the Respondent for the Central WWTF on July 6, 2022, and issued Referral Notice of Violation No. NE220028 to the Respondent for the North WWTF on July 15, 2022.

15. On November 16, 2022, the Department issued Notice of Violation No. NE220054 to the Respondent for chronic effluent limitation violations and failure to adequately resolve the violations.

16. On December 12, 2022, Department staff met with the Respondent and engineers retained by the Respondent in a virtual meeting to discuss the chronic noncompliance at both WWTFs, steps the Respondent has already taken to resolve the noncompliance, and future actions the Respondent is committed to following through with to achieve compliance at both WWTFs. During the meeting, Department staff and the Respondent also discussed the option of the Respondent requesting referral of the Central WWTF for inclusion in a joint AOC along with the North WWTF.

17. On May 23, 2023, the Department received a letter from the Respondent requesting referral of the Central WWTF for an AOC along with the North WWTF to cover the time period to construct improvements at the Central WWTF and replace the North WWTF.

18. On July 11, 2023, the Department's Northeast Regional Office referred the Respondent's Central WWTF to the Department's Compliance and Enforcement Section.

19. On November 2, 2023, Department staff met with the Respondent to discuss updated plans for the upgrades to the WWTFs. The Respondent informed Department staff that the new plan is to eliminate the North WWTF and redirect all flow to the Central WWTF once the preliminary upgrades are completed.

#### **STATEMENT OF VIOLATIONS**

The Respondent has violated the MCWL and its implementing regulations as follows:

20. Exceeded or failed to meet the removal efficiency of the permitted effluent limitations for Ammonia, *E.coli*, BOD, TSS, pH, Copper, BOD percent removal, and TSS percent removal contained in Part "A" of the Permit, in violation of Sections 644.051.1(3) and 644.076.1, RSMo;

21. Caused pollution of Brushy Creek and Pearl River, waters of the State, in violation of Sections 644.051.1(1) and 644.076.1, RSMo; and

22. Failed to conduct monthly Stormwater site inspections as required by Special Condition 20.b. contained in the previous Permits, in violation of Section 644.076.1, RSMo.

#### AGREEMENT

23. The Department and the Respondent desire to amicably resolve all claims that may be brought against the Respondent for violations alleged above in Statement of Violations.

24. The provisions of this AOC shall apply to and be binding upon the parties executing this AOC, their successors, assigns, agents, subsidiaries, affiliates, and lessees, including the officers, agents, servants, corporations, and any persons acting under, through, or for the parties. Any changes in ownership or corporate status, including but not limited to any transfer of assets or real or personal property, shall not affect the responsibilities of the Respondent under this AOC.

25. Sections 644.076.1 and 644.079, RSMo, authorize the imposition of penalties for violations of the MCWL and establish monetary penalties of up to \$10,000 per day per violation. The penalty contained in this AOC was calculated using the Penalty Assessment Protocol described in 10 CSR 20-3.010.

26. The Respondent, in compromise and satisfaction of the Department's claims relating to the above-referenced violations, is ordered and agrees, without admitting liability or fault, to pay an administrative penalty in the amount of \$15,000 for the penalty assessed based on violations documented for the Central WWTF, and an administrative penalty in the amount of \$15,000 for the penalty assessed based on violations documented for the North WWTF, resulting

in a total penalty amount of \$30,000. The Department and the Respondent further agree that \$30,000 shall be suspended as described below.

27. The suspended penalty described in the paragraph above in the amount of \$30,000 shall be fully suspended for a period of two years from the execution of this AOC upon the condition that the Respondent does not violate the terms of this AOC. Upon determination by the Department that the Respondent has failed to meet the terms of this AOC to the Department's satisfaction, including the requirements in Paragraphs 29 through 35, the Department may send a written demand for the suspended penalty to the Respondent. The Respondent shall have 30 days from receipt of the written demand to submit the suspended penalty. The payment shall be in the form of a check made payable to "Pettis County Treasurer, as custodian of the Pettis County School Fund" and shall be delivered with a copy of the written demand to:

Accounting Program  
Department of Natural Resources  
P.O. Box 477  
Jefferson City, MO 65102-0477

28. In the period of time from the effective date of this AOC until the new and/or upgraded WWTFs are completed, the Respondent is ordered and agrees to operate and maintain the existing WWTFs at all times in compliance with the conditions and requirements of the Permits to the best of the Respondent's ability and the ability of the WWTFs. All units or components of the existing WWTFs shall be maintained in an operable condition, even if this requires the purchase and installation of new parts or equipment, or repair of the WWTFs.

29. Within 365 days of the effective date of this AOC, the Respondent, or the Respondent's engineer on behalf of the Respondent, is ordered and agrees to submit to the Department for review and approval a Facility Plan or Plans, if developed separately for each WWTF, developed by a professional engineer licensed in the State of Missouri. The Facility

Plan(s) shall be developed in accordance with 10 CSR 20-8.110, and shall evaluate the WWTFs for improvements that will either enable the WWTFs to comply with the MCWL and the conditions and requirements of their respective Permits, or eliminate/replace the WWTFs. The Facility Plan(s) shall include an evaluation of the Respondent's Pretreatment program and any improvements to the Pretreatment program that may be necessary to enable the WWTFs to comply with effluent limitations contained in the Permit(s). The Facility Plan(s) shall also include a comprehensive improvements schedule(s) for the recommended improvements and, if applicable, the Facility Plan(s) should also include considerations for how the WWTFs will meet future permitted effluent limitations for Total Phosphorus subject to 10 CSR 20-7.015.

30. Upon the Department's approval of the Facility Plan(s), the Respondent is ordered and agrees to implement the Facility Plan's improvements schedule for each WWTF, which shall be incorporated herein as an enforceable condition of this AOC.

31. Upon the Department's approval of the Facility Plan(s), the Respondent, or the Respondent's engineer on behalf of the Respondent, is ordered and agrees to consult with the Department's Engineering Section staff and comply with all applicable application, permit, and permit fee requirements as set forth in 10 CSR 20-6 Permits and 10 CSR 20-8 Minimum Design Standards.

32. Within 60 days of completing construction of the improvements specified in the improvements schedule(s), the Respondent is ordered and agrees to submit to the Department a Statement of Work Completed Form, signed, sealed, and dated by a professional engineer licensed in the State of Missouri certifying that the project is complete and operable in accordance with Department-approved plans and specifications.



33. If the option to eliminate a WWTF is chosen by the Respondent, and if the WWTF being eliminated will not be utilized, in part or whole, with the replacement WWTF, within 60 days after completing construction, the Respondent is ordered and agrees to submit to the Department for review and approval a closure plan for the WWTF developed pursuant to Standard Conditions Part III of the Permit. In the event the Department comments on the closure plan, the Respondent is ordered and agrees to respond to and address all comments to the Department's satisfaction within 30 days of receipt of written comments from the Department.

34. If applicable, within 120 days of the Department's approval of the closure plan, the Respondent is ordered and agrees to close the WWTF according to the approved closure plan.

35. If applicable, within 30 days of completing closure of the WWTF or completing improvements to the WWTF, the Respondent is ordered and agrees to submit to the Department either a Permit termination request form for an eliminated WWTF, or a Permit modification request form for modifications to the WWTF.

36. The Respondent is ordered and agrees to comply with the MCWL, Chapter 644, RSMo, and its implementing regulations at all times in the future.

37. This AOC shall terminate 90 days after upgrades, improvements, or replacement of the WWTFs specified in the compliance schedule(s) and plan(s) are completed.

#### **SUBMISSIONS**

38. All other documentation submitted to the Department for compliance with this AOC shall be submitted within the timeframes specified to [cwenf@dnr.mo.gov](mailto:cwenf@dnr.mo.gov) or:

Erin Heidolph  
Department of Natural Resources  
Water Protection Program  
Compliance and Enforcement Section  
P.O. Box 176  
Jefferson City, MO 65102-0176

**OTHER PROVISIONS**

39. Immediately upon becoming aware that a deadline or milestone as set forth in this AOC will not be completed by the required deadline, the Respondent shall notify the Department by telephone or electronic mail: i) identifying the deadline that will not be completed; ii) identifying the reason for failing to meet the deadline; and iii) proposing an extension to the deadline. Within five days of notifying the Department, the Respondent shall submit to the Department, for review and approval, a written request containing the same basic provisions of i, ii, and iii listed above. The Department may grant an extension if it deems appropriate. Failure to submit a written notice to the Department may constitute a waiver of the Respondent's right to request an extension and may be grounds for the Department to deny the Respondent an extension.

40. Should the Respondent fail to meet the terms of this AOC, including the deadlines set out in Paragraphs 29 through 35, the Respondent shall be subject to pay stipulated penalties in the following amount:

<u>Days of Violation</u>	<u>Amount of Penalty</u>
1 to 30 days	\$100 per day
31 to 90 days	\$250 per day
91 days and above	\$500 per day

Stipulated penalties will be paid in the form of a check made payable to "Pettis County Treasurer, as custodian of the Pettis County School Fund." Any such stipulated penalty shall be paid within ten days of demand by the Department and shall be delivered to:

Accounting Program  
Department of Natural Resources  
P.O. Box 477  
Jefferson City, MO 65102-0477

41. Compliance with this AOC resolves only the specific violations described herein, and this AOC shall not be construed as a waiver or modification for any other requirements of the MCWL and regulations, or any other source of law. Nor does this AOC resolve any future violations of this AOC or any law or regulation. Consistent with 10 CSR 20-3.010(5), this AOC shall not be construed as satisfying any claim by the state or federal government for natural resource damages.

42. Nothing in this AOC forgives the Respondent from future noncompliance with the laws of the State of Missouri, nor requires the Department or State of Missouri to forego pursuing by any legal means for any noncompliance with the laws of the State of Missouri. The terms stated herein constitute the entire and exclusive agreement of the parties. There are no other obligations of the parties, be they express or implied, oral or written, except those expressly set forth herein. The terms of this AOC supersede all previous memoranda of understanding, notes, conversations, and agreements, express or implied. This AOC may not be modified orally.

43. By signing this AOC, all signatories assert that they have read and understood the terms of this AOC, and that they have the authority to sign this AOC on behalf of their respective party.

44. The effective date of the AOC shall be the date the Department signs the AOC. The Department shall send a fully executed copy of this AOC to the Respondent for their records.

Exhibit 1. Permitted Effluent Limitation Violations for Sedalia Central WWTF

Reporting Date	Effluent Parameter	Daily			Weekly			Monthly		
		Effluent Limit	Reported Value	Percent over limit	Effluent Limit	Reported Value	Percent over/under limit	Effluent limit	Reported value	Percent over/under limit
6/30/22	E.coli (#/100mL)	---	---	---	1030	2419.6	134.9	206	57.67	N/A
8/31/22	E.coli (#/100mL)	---	---	---	1030	2420	134.9	206	387	87.8
9/30/22	E.coli (#/100mL)	---	---	---	1030	2419	134.9	206	34	N/A
5/31/22	E.coli (#/100mL)	---	---	---	1030	4840	369.9	206	92.4	N/A
8/31/23	E.coli (#/100mL)	---	---	---	1030	2419.6	134.9	206	516.2	150.5
10/31/23	E.coli (#/100mL)	---	---	---	1030	2419.6	134.9	206	281.3	36.5
1/31/22	Ammonia as N (mg/L)	8.1	37	356.8	---	---	---	2.9	11.23	287.2
2/28/22	Ammonia as N (mg/L)	8.1	23.5	190.1	---	---	---	2.9	13.88	378.6
3/31/22	Ammonia as N (mg/L)	8.1	14	72.8	---	---	---	2.9	5.14	77.2
4/30/22	Ammonia as N (mg/L)	3.3	3.9	18.2	---	---	---	1.5	1.9	26.6
6/30/22	Ammonia as N (mg/L)	3.3	15.9	381.8	---	---	---	1.5	7.86	424.0
8/31/22	Ammonia as N (mg/L)	3.3	29.6	796.9	---	---	---	1.5	11.88	692.0
9/30/22	Ammonia as N (mg/L)	3.3	24	327.3	---	---	---	1.5	20.3	1253.3
10/31/22	Ammonia as N (mg/L)	8.1	21.8	169.1	---	---	---	2.9	13.5	365.5

11/30/22	Ammonia as N (mg/L)	8.1	38.2	371.6	---	---	---	---	---	2.9	23.53	711.4
12/31/22	Ammonia as N (mg/L)	8.1	42.2	420.9	---	---	---	---	---	2.9	33.43	1052.7
1/31/23	Ammonia as N (mg/L)	8.1	5.4	N/A	---	---	---	---	---	2.9	2.91	0.3
2/28/23	Ammonia as N (mg/L)	8.1	35.4	337.0	---	---	---	---	---	2.9	30.45	950.0
3/31/23	Ammonia as N (mg/L)	8.1	26.6	228.4	---	---	---	---	---	2.9	13.63	370.0
4/30/23	Ammonia as N (mg/L)	3.3	29.6	796.9	---	---	---	---	---	1.5	25.05	1570.0
5/31/23	Ammonia as N (mg/L)	3.3	44.5	1248.5	---	---	---	---	---	1.5	30.18	1912.0
6/30/23	Ammonia as N (mg/L)	3.3	35.3	969.7	---	---	---	---	---	1.5	23.4	1460.0
7/31/23	Ammonia as N (mg/L)	3.3	13.2	300.0	---	---	---	---	---	1.5	7.4	393.3
8/31/23	Ammonia as N (mg/L)	3.3	26.9	715.1	---	---	---	---	---	1.5	15.12	908.0
9/30/23	Ammonia as N (mg/L)	3.3	15.7	375.7	---	---	---	---	---	1.5	9.65	543.3
5/31/22	BOD (mg/L)	---	---	---	10	10	19	90.0	10	10	12	20.0
6/30/22	BOD (mg/L)	---	---	---	10	10	43	330.0	10	10	17	70.0
7/31/22	BOD (mg/L)	---	---	---	10	10	23	130.0	10	10	14.25	42.5
8/31/22	BOD (mg/L)	---	---	---	10	10	19.3	93.0	10	10	11	10.0
9/30/22	BOD (mg/L)	---	---	---	10	10	21	110.0	10	10	9	N/A
10/31/22	BOD (mg/L)	---	---	---	10	10	21	110.0	10	10	5	N/A

1/31/23	BOD (mg/L)	---	---	---	20	27	35.0	20	18	N/A
2/28/23	BOD (mg/L)	---	---	---	20	206	930.0	20	52	160.0
3/31/23	BOD (mg/L)	---	---	---	20	72	260.0	20	18	N/A
6/30/23	BOD (mg/L)	---	---	---	10	11	10.0	10	9	N/A
7/31/23	BOD (mg/L)	---	---	---	10	25	150.0	10	14	40.0
8/31/23	BOD (mg/L)	---	---	---	10	22	120.0	10	16	60.0
9/30/23	BOD (mg/L)	---	---	---	10	32	220.0	10	10	N/A
1/31/23	TSS (mg/L)	35	65	85.7	---	---	---	30	25	N/A
2/28/23	TSS (mg/L)	35	348	894.3	---	---	---	30	105	250.0
8/31/23	TSS (mg/L)	35	40	14.3	---	---	---	30	27	N/A
2/28/22	pH	---	---	---	6.0-9.0	5.95	-0.8	---	---	---
4/30/22	pH	---	---	---	6.0-9.0	10.54	17.1	---	---	---
1/31/22	BOD % Removal	---	---	---	---	---	---	85%	79	-7.0
3/31/22	BOD % Removal	---	---	---	---	---	---	85%	83	-2.3
5/31/22	BOD % Removal	---	---	---	---	---	---	85%	84	-1.2
9/30/22	BOD % Removal	---	---	---	---	---	---	85%	84	-1.2
2/28/23	BOD % Removal	---	---	---	---	---	---	85%	55	-35.3



Exhibit 2. Permitted Effluent Limitation Violations for Sedalia North WWTP

Reporting Date	Effluent Parameter	Daily			Weekly			Monthly		
		Effluent Limit	Reported Value	Percent over limit	Effluent Limit	Reported Value	Percent over limit	Effluent limit	Reported value	Percent over limit
01/31/22	Ammonia as N (mg/L)	7.5	11.25	50.0	---	---	---	2.9	9.82	238.6
12/28/22	Ammonia as N (mg/L)	7.5	11	46.6	---	---	---	2.9	4.5	55.2
10/31/22	Ammonia as N (mg/L)	7.5	16.3	117.3	---	---	---	2.9	13.15	353.4
11/30/22	Ammonia as N (mg/L)	7.5	21.2	182.6	---	---	---	2.9	15.92	448.9
12/31/22	Ammonia as N (mg/L)	7.5	19.8	164.0	---	---	---	2.9	15.9	448.3
1/31/23	Ammonia as N (mg/L)	7.5	14.8	97.3	---	---	---	2.9	9.4	224.1
2/28/23	Ammonia as N (mg/L)	7.5	9.8	30.6	---	---	---	2.9	8.53	194.1
3/31/23	Ammonia as N (mg/L)	7.5	6.7	N/A	---	---	---	2.9	5.6	93.1
4/30/23	Ammonia as N (mg/L)	5.5	9.8	78.2	---	---	---	2.2	6.3	186.3
5/31/23	Ammonia as N (mg/L)	5.5	6.9	25.4	---	---	---	2.2	4.8	118.2
6/30/23	Ammonia as N (mg/L)	5.5	8.4	52.7	---	---	---	2.2	3.9	77.3
7/31/23	Ammonia as N (mg/L)	5.5	5.0	N/A	---	---	---	2.2	3.1	40.9
8/31/23	Ammonia as N (mg/L)	5.5	5.2	N/A	---	---	---	2.2	2.7	22.7
9/30/23	Ammonia as N (mg/L)	5.5	5.9	7.3	---	---	---	2.2	4.8	118.2
10/31/23	Ammonia as N (mg/L)	7.5	8.1	8.0	---	---	---	2.9	7.4	155.2



11/30/23	Ammonia as N (mg/L)	12.1	9.0	N/A	---	---	---	---	---	3.1	7.6	145.1
12/31/21	Copper (µg/L)	30.2	59.8	98.0	---	---	---	---	---	18.5	59.8	223.2
3/31/22	Copper (µg/L)	30.2	59.8	98.0	---	---	---	---	---	18.5	59.8	223.2
6/30/22	Copper (µg/L)	30.2	53.5	77.1	---	---	---	---	---	18.5	53.5	189.2
9/30/22	Copper (µg/L)	30.2	53.7	77.8	---	---	---	---	---	18.5	34.1	84.3
12/31/23	Copper (µg/L)	30.2	56.3	86.4	---	---	---	---	---	18.5	56.3	204.3
3/31/23	Copper (µg/L)	30.2	42.3	40.0	---	---	---	---	---	18.5	42.3	128.6
6/30/23	Copper (µg/L)	30.2	29.1	N/A	---	---	---	---	---	18.5	29.1	57.3
9/30/23	Copper (µg/L)	30.2	44	45.7	---	---	---	---	---	18.5	44	13.8
11/30/23	Copper (µg/L)	45.1	40	N/A	---	---	---	---	---	22.9	40	74.7
11/30/22	BOD (mg/L)	---	---	---	45	81	80.0	80.0	80.0	30	54	80.0
12/31/22	BOD (mg/L)	---	---	---	45	139	208.9	208.9	208.9	30	86	186.6
4/30/23	BOD (mg/L)	---	---	---	45	48	6.6	6.6	6.6	30	33.5	11.6
5/31/23	BOD (mg/L)	---	---	---	45	34	N/A	N/A	N/A	30	34	13.3
4/30/22	TSS (mg/L)	---	---	---	45	39	N/A	N/A	N/A	30	32	6.6
11/30/22	TSS (mg/L)	---	---	---	45	45	N/A	N/A	N/A	30	41	36.6
12/31/22	TSS (mg/L)	---	---	---	45	136	202.2	202.2	202.2	30	78	160.0

2/28/23	TSS (mg/L)	---	---	---	45	76	68.9	30	26	N/A
4/30/23	TSS (mg/L)	---	---	---	45	83	84.4	30	52	73.3
5/31/23	TSS (mg/L)	---	---	---	45	50	11.1	30	50	66.6
6/30/23	TSS (mg/L)	---	---	---	45	44	N/A	30	34	13.3
7/31/23	TSS (mg/L)	---	---	---	45	51	13.3	30	30	N/A
8/31/23	TSS (mg/L)	---	---	---	45	55	22.2	30	31	3.3
9/30/23	BOD % Removal	---	---	---	---	---	---	65%	0.91	-98.6
9/30/23	Susp. Slids. % Removal	---	---	---	---	---	---	85%	0.91	-98.9

**BILL NO.** \_\_\_\_\_

**ORDINANCE NO.** \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AN EXTENSION TO THE AGREEMENT FOR MAINTENANCE AND MANGEMENT OF WASTEWATER TREATMENT PLANTS.**

**WHEREAS**, the City of Sedalia, Missouri has received a proposal to extend the Agreement by and between the City of Sedalia, Missouri and Mid-MO Operations, LLC for maintenance and management of the wastewater treatment plants for an additional four years in accordance with the original agreement as more fully described in the agreement; and

**WHEREAS**, under the proposal, the City of Sedalia, Missouri shall pay Mid-MO Operations, LLC the sum and amount of Twenty Thousand Eight Hundred Thirty-three Dollars (\$20,833.00) per month or Two Hundred Forty-nine Thousand Nine Hundred Ninety-six Dollars (\$249,996) per year as more fully described in the proposed Agreement attached to this Ordinance and incorporated by reference herein.

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

**Section 1.** The Council of the City of Sedalia, Missouri hereby approves and accepts the Agreement by and between the City of Sedalia, Missouri and Mid-MO Operations, LLC as the Agreement has been proposed.

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

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

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

Read two times by title, copies of the proposed Ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 18<sup>th</sup> day of March 2024.

\_\_\_\_\_  
Presiding Officer of the Council

Approved by the Mayor of said City this 18<sup>th</sup> day of March 2024.

\_\_\_\_\_  
Andrew L. Dawson, Mayor

ATTEST:

\_\_\_\_\_  
Jason S. Myers, City Clerk



*Let's Cross Paths*

## **City of Sedalia**

*200 S. Osage*

*Sedalia, MO 65301*

*(660) 827-3000 [www.sedalia.com](http://www.sedalia.com)*

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To: Matt Wirt, Assistant City Administrator  
From: William Bracken, Utility Director  
Date: March 13, 2024  
Subject: Contract extension

During the past year we have received contract operations from Mid-Mo Operations for the maintenance and management of our wastewater treatment plants. We are satisfied with their results in this time period and would like to recommend that we renew their contract for a period of four (4) years. This will provide a certified operator to oversee the day to day operations and provide input on the construction of new facilities.



**Professional Services for Operational Oversight,  
Maintenance and Management of Wastewater Facilities**

**City of Sedalia, Missouri**

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** made and entered into as of the first of April 2024 by and between the City of Sedalia, Missouri, a municipal corporation of the State of Missouri, (hereinafter referred to as "City") and Mid-Mo Operations LLC., (hereinafter referred to as "Mid-Mo Operations").

### **WITNESSETH:**

**WHEREAS**, Mid-Mo Operations is engaged in the business of providing operational oversight, maintenance and management services for municipal public works facilities;

**WHEREAS**, the City owns a wastewater collection system and a wastewater treatment system including a compost facility and is engaged in providing wastewater services in certain areas in or adjacent to the City; and

**WHEREAS**, Mid-Mo Operations, provided a complete and reasonable proposal response to perform oversight of operations, maintenance and management services in accordance with the terms and conditions of this Agreement.

**NOW THEREFORE**, for and in consideration of the mutual promises herein contained and subject to the terms and conditions herein stated, the City and Mid-Mo Operations hereby agree as follows:

### **1. INTRODUCTION**

1.1 The foregoing recitals are adopted as part of this Agreement.

1.2 This Agreement shall become effective on April 1, 2024 which time it shall supersede and nullify any and all prior agreements, offers, service fees, quotations, estimates, representations and warranties between the parties with respect to the operational oversight, maintenance and management of the City's wastewater treatment system referred to herein as Facilities.

1.3 This Agreement, including any and all Exhibits, Addendums and Amendments thereto, is the entire Agreement between the City and Mid-Mo Operations.

### **2. DEFINITIONS**

2.1 "Abnormal Condition" means (a) the presence in influent of substances which cannot be removed or treated by the Facility or Facilities,

including but not limited to those relating to an interference or pass-through; (b) influent which violates applicable law; (c) a flow or loading of influent which is beyond the Facility's or Facilities' capacity set forth in Exhibit B; or (d) changes in source water supply due to contamination or degradation resulting from earthquakes, absence of watershed protection, or man-made disposal of pollutants.

2.2 "Adequate Nutrients" means plant influent nitrogen, phosphorus and iron contents proportional to BODs in the ratio of five (5) parts nitrogen, one (1) part phosphorus and one-half (0.5) part iron for each one hundred (100) parts BODs.

2.3 "Base Fee" means a fixed sum for Mid-Mo Operations services. The Base Fee includes all operational oversight, maintenance and management costs including engineering costs for the Facilities as expressly detailed and required hereunder.

2.4 "Biologically Toxic Substances" means any substance or combination of substances contained in the plant influent in sufficiently high concentration so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the wastewater required to meet the discharge required of the City's NPDES permits. Biologically Toxic Substances include, but are not limited to, heavy metals, phenols, cyanides, pesticides and herbicides.

2.5 "Capacity, Management, Operation and Maintenance (CMOM) Program" means the program developed by U.S. EPA that consists of a set of best management practices that have been developed by the industry and are applied over the entire life cycle of the collection system and treatment plant. These practices include:

- Designing and constructing for O&M
- Knowing what comprises the system (inventory and physical attributes)
- Knowing where the system is (maps and location)
- Knowing the condition of the system (assessment)
- Planning and scheduling work based on condition and performance
- Repairing, replacing, and rehabilitating system components based on condition and performance
- Managing timely, relevant information to establish and prioritize appropriate CMOM activities
- Training of personnel

2.6 "Capital Expenditures" means any expenditures for (1) the purchase of new equipment or Facility supplies or parts; or (2) major repairs which significantly extend equipment or Facility service life; or (3) expenditures that are planned, non-routine and budgeted by the City.

2.7 "Corrective Maintenance" means those non-routine/non-repetitive activities required for operational continuity, safety and performance generally due to failure or to avert a failure of the equipment, vehicle or Facilities or some

component thereof.

2.8 "Facility" or "Facilities" means the wastewater treatment facilities, pumping stations, pipes, and the related equipment, vehicles and rolling stock owned or leased by the City or a component unit thereof within the facilities' fencing.

2.9 "Force Majeure" means any event beyond the reasonable control of Mid-Mo Operations, including but not limited to war, earthquake, fire, flood, explosion or other casualty loss, strikes and labor disputes (other than a legal strike by, or labor dispute of, Mid-Mo Operations employees), civil commotion, epidemic, acts or omissions of the City, its employees, agents or representatives, wrecks or delays in transportation of supplies, materials, and equipment, influent varying from that specified in "Abnormal Conditions".

2.10 "MDNR" means the Missouri Department of Natural Resources.

2.11 "MS4 permit" means the municipal separate storm sewer system (MS4) stormwater permit issued to the City by the permit program administered by the Missouri Department of Natural Resources addressing a conveyance or system of conveyances that is owned by the City that discharges to waters of the state, designed or used to collect or convey stormwater (including storm drains, pipes, ditches, etc.), is not a combined sewer; and not part of the publicly owned treatment works (sewage treatment plants).

2.12 "NPDES permit" means the National Pollutant Discharge Elimination System permit issued to the City by the permit program administered by the Missouri Department of Natural Resources addressing water pollution by regulating point sources that discharge pollutants to waters of the United States.

2.13 "Preventive or Preventative Maintenance" means maintenance that is regularly performed on a piece of equipment to lessen the likelihood of it failing. Preventive maintenance is performed while the equipment is still working, so that it does not break down unexpectedly. The costs related to preventive maintenance are those associated with routine and/or repetitive activities required by the equipment or facility manufacturer or Mid-Mo Operations to maximize the service life of the equipment, vehicles, and Facilities.

2.14 "Service Commencement Date" means the date on which Mid-Mo Operations begins operational oversight, maintenance, and management of the Facilities.



3. **GENERAL**

3.1 It is understood that the relationship of Mid-Mo Operations to the City is that of an independent contractor.

3.2 All grounds, facilities, equipment and vehicles now owned or leased by the City or acquired by the City shall remain the property of the City.

3.3 This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Pettis County, Missouri.

3.4 This Agreement shall be binding upon the respective successors and assignees of each of the parties hereto.

3.5 All notices shall be in writing and transmitted by certified mail to the appropriate address as follows:

**City:** City of Sedalia  
City Administrator  
200 S. Osage Avenue  
Sedalia, MO 65301

**Mid-Mo Operations:** Mid-Mo Operations  
21695 South Bushlanding Road  
Hartsburg, MO 65039

3.6 This Agreement may be modified only in writing and signed by the parties. City agrees that its remedies against Mid-Mo Operations and its affiliates and Mid-Mo Operations remedies against the City shall be limited to those expressly provided in this Agreement. All releases, indemnities and limitations on liability and remedies stated herein shall apply, regardless of whether the liability or remedies arise in contract, warranty, negligence, strict liability or otherwise. However, nothing in this agreement shall be construed to be a waiver of the City's sovereign or other immunities.

3.7 Mid-Mo Operations shall in accordance with RSMO 285.530.2 not employ or subcontract with, unauthorized aliens in connection with the scope of services to be completed under this Agreement and agrees to provide an affidavit, Exhibit C, to the City affirming that Mid-Mo Operations has not and will not in connection with this Agreement knowingly employ, or subcontract with, any person who is an unauthorized alien.

3.8 The award of this Agreement is subject to the availability of appropriated funds. The City and Mid-Mo Operations agree that funds expended for the purposes of this Agreement must be appropriated and sanitary sewer fees collected sufficient to make payment. Therefore, this Agreement shall automatically terminate without penalty or termination costs if such funds are not available to the City. The City shall be responsible for providing notice to Mid-Mo Operations per section 3.5 and for paying Mid-Mo Operations for costs incurred through receipt of such notice.

3.9 Mid-Mo Operations shall agree not to offer employment to City of Sedalia employees for a period of two (2) years after such employee leaves the employment of the City of Sedalia unless agreed upon by both entities.

#### 4. SCOPE OF SERVICES

4.1 Mid-Mo Operations shall oversee the Facilities and the Facilities' operations in accordance with all applicable federal, state, and local laws, ordinances and regulations and this Agreement. More specifically, Mid-Mo Operations shall provide the following under the direction and with input from the City:

- a. Mid-Mo Operations shall be responsible, at a minimum, for overseeing and assisting to ensure the City and the City's Facilities meet the following regulatory requirements and any subsequent modifications thereto:
  - i. The NPDES permit for each of the wastewater treatment facilities issued by the MDNR and as may be periodically amended.
  - ii. The CMOM program continued implementation including:
    - Predictive, preventive and corrective maintenance scheduling and tracking;
    - Identification of potential problem areas;
    - Information to support facility and operational planning;
    - Equipment performance monitoring;
      - o Status reports for management and contract compliance monitoring including equipment availability; and
      - o Begin tracking life cycle and forecasting repair versus replacement needs.
  - iii. Coordinate with the City's Industrial Pretreatment Program and Stormwater Coordinator to ensure the City is compliant with its' NPDES and MS-4 Permits.
  - vi. All sampling, testing and analysis as required by the permits, federal, state and local rules and regulations, currently in effect and as may be amended.
  - vii. Sludge management including sludge handling and disposal to ensure compliance with federal and state regulations including, but not limited to, wastewater treatment plant processing.

- viii. Any related pollution prevention plans required by U.S. EPA, MDNR or other federal, state or local regulatory authority for each wastewater treatment facility.
- b. Mid-Mo Operations shall provide the following specific services, at a minimum, in relation to the operations, maintenance and management of the treatment facilities.
  - i. Oversight and management of day-to-day Facilities operations. Such operations shall be conducted in compliance with OSHA, U.S. EPA, federal, state and City regulations, laws or other requirements, as each may apply.
  - ii. Oversight and management of City staff assigned and completion of associated personnel documentation.
  - iii. Oversight of all sampling, testing and analysis required by the City's permits, rules and regulations, currently in effect and as may be amended.
  - iv. Oversight and management of all predictive, preventive and corrective maintenance and repair of all equipment and system infrastructure within the wastewater treatment facilities.
  - v. Oversight of calibration and maintenance required on all flow meters.
  - vi. Oversight of biosolids treatment including the dewatering processes within the capabilities of the system. When composting is not available and as may be used from time-to-time based upon the capabilities of the system. Oversight of transportation of materials as well as appropriate land application or landfilling.
  - viii. Oversight of upkeep and maintenance of all the Facilities' buildings and associated equipment.
  - ix. Oversight of purchase of supplies, materials and equipment in accordance with the annual budget approved by the City Council and in accordance with the City's Financial Management Policies available on the Internet at <http://www.ci.sedalia.mo.us/content/11298/11376/default.aspx>. Mid-Mo Operations shall ensure that transactions involving purchases made for the City do not include Missouri sales taxes or Federal Excise Taxes as the City is tax exempt. All purchasing is managed through the City's accounting system using Springbrook software.
  - x. Oversight of appropriate disposal of any grit or refuse collected at the Facilities.

- xi. Cleaning of the Facilities through oversight of janitorial and custodial services.
  - xii. Oversight of grounds maintenance and landscaping services.
  - xiii. As may from time-to-time be needed, assist the City's Public Works Director with engineering selection and contract negotiations.
  - xiv. Oversight of the Facilities' security.
  - xv. Open communications with the City Administrator or his/her designee to keep the City fully informed regarding all aspects of facility operations, maintenance, regulatory requirements, personnel issues, etc.
- c. Mid-Mo Operations shall provide qualified operations, maintenance and management personnel including on-site, technical support, administrative and professional services to oversee operations and maintenance of the wastewater treatment plants.
- i. On-site operations, maintenance, and management will be conducted during normal City business hours or at the discretion of Mid- Mo Operations.
- d. Experience has shown the City shall need Mid-Mo Operations to provide a sufficient number of qualified staff to meet the scope of services set forth herein. At a minimum, the following staffing shall be required under the Agreement and these key positions must be filled on an interim or permanent basis at all times. Mid-Mo Operations will provide a MDNR Level A Certificate in good standing. The exact number of staff required to meet the following is to be determined by Mid-Mo Operations.
- i. Mid-Mo Operations will at minimum provide a Wastewater local manager(s) or equivalent who is qualified in management, administrative and technical areas of wastewater treatment, process control, wastewater laboratory analysis, and maintenance and repair procedures. The Local Manager or designee must at all times be able to respond within 1 hour 30 minutes to any of the wastewater treatment plants or other system emergency.
  - ii. Mid-Mo Operations will schedule meetings, handle correspondence and incoming calls, regulatory reporting, budget and expense reporting and other associated clerical work for the wastewater local manager and wastewater plant operations supervisor.
- e. Mid-Mo Operations shall be responsible for emergency services twenty-four

(24) hours per day, seven (7) days per week and three hundred sixty-five (365) days per year.

- g. If the City has concerns about Mid-Mo Operations staff performance, the City shall give notice to Mid-Mo Operations of concerns and allow Mid-Mo Operations up to sixty (60) days to reach an agreed solution with the City. Unless such concerns involve: use of drugs or alcohol in the workplace as the City has a zero tolerance policy; unauthorized possession of firearms, explosives or weapons on City property; initiation or participation in verbal altercations or physical fighting, except to defend oneself or another on City property; providing false information on regulatory reports; loss of Mid-Mo Operations MDNR Level A Certificate; theft or unauthorized removal of City property or that of a City employee from City Facilities; maliciously destroying or damaging any City property or that of a City employee at a City Facility; conviction of a felony as defined by applicable law or willfully overriding, removing, failing to use or inappropriately using safety devices or protective equipment which results in or could result in injury to another. If the City has concerns related to the issues listed herein, Mid-Mo Operations shall immediately relieve the individual of duties related to this Agreement. Mid-Mo Operations shall then provide interim staffing within a timeframe mutually agreed upon with the City, but no longer than five (5) days from receiving such notice of concerns.
- h. Mid-Mo Operations, as an independent contractor, shall provide for Mid-Mo Operations staff, all salaries or wages and associated benefits, cell phones, vehicle(s), vehicle maintenance, fuel, other travel expenses, office equipment and supplies, uniforms, safety equipment including personal protective equipment and training required to meet the terms and conditions of this Agreement.
- i. Mid-Mo Operations will oversee operations and maintenance of the wastewater facilities so as to avoid any circumstances which cause prohibited bypasses from wastewater treatment facilities.
- j. Mid-Mo Operations shall oversee maintenance of the wastewater facilities including equipment in a manner that preserves the managed assets and ensures the reliability and efficiency of the facilities and systems within the resources provided by the City.

  - i. Mid-Mo Operations shall work with the City to establish maintenance requirements for all buildings, structures, property and equipment so that such assets are maintained in accordance with the agreed upon standards.
  - ii. Mid-Mo Operations shall oversee the maintenance of the existing levels of redundancy for each facility and where such redundancy is lacking, if any, Mid-Mo Operations shall promptly bring this to the attention of the City Administrator or his/her designee for appropriate planning and action.
  - iii. Mid-Mo Operations shall be responsible for overseeing corrective

maintenance and repair of all wastewater treatment facilities.

- k. Mid-Mo Operations shall participate in planning activities and provide information to the City on a regular basis in support of the City's short- and long-term planning objectives for capital improvements, maintenance/repairs and policy and regulatory matters.
  - i. Capital Improvements. Mid-Mo Operations shall provide information and recommendations for capital improvements for the wastewater facilities to increase operating efficiency, improve quality of service and extend the useful life of assets including development of information to support capital financing plans. Additionally, Mid-Mo Operations shall assist in developing and implementing the annual budget.
  - ii. Maintenance. Mid-Mo Operations shall provide information and make recommendations to update existing maintenance plans and support the development of a long-term maintenance strategy for the wastewater facilities, including identification of cost-saving measures, cost-effective maintenance projects and routine/preventive maintenance program scheduling taking into consideration manufacturer's recommendations.
  - iii. Policy/Regulatory Issues. Mid-Mo Operations shall provide an evaluation of proposed or actual regulatory changes including changes to the NPDES permits from an operations standpoint to determine their effect on wastewater facilities capacity, management, operation and maintenance including any financial impacts or required changes to the City's policies and procedures. The City may also require input from Mid-Mo Operations to establish or challenge the appropriateness of permit limitations.
- l. Mid-Mo Operations shall develop and implement a program for City employee training for wastewater operations and maintenance skills improvement; as well as recommendations for improving the City's current health and safety program including an addendum to include chemical use necessary in the wastewater treatment process and develop and implement a security plan.
- m. Mid-Mo Operations shall submit payroll information to the City for all City employees assigned to the three wastewater treatment facilities and submit information to the City Administrator or his/her designee for review and final approval.
- n. Mid-Mo Operations shall complete annual performance evaluations and any disciplinary actions for all City employees assigned to the three wastewater treatment facilities and submit information to the City Administrator or his/her designee for review and final approval.
- o. Mid-Mo Operations shall provide timely and complete communications and reporting to the City Administrator or his/her designee in relation to the status of facility operations, maintenance, regulatory requirements including reporting, permits and any personnel issues throughout the period of the Agreement.

- i. Mid-Mo Operations shall prepare and timely provide to the City a minimum of 5 working days prior to the due date for submission to federal or state authorities all required weekly, monthly, quarterly or annual reports and related analytical data including tesUsampling results.
  - ii. Mid-Mo Operations shall coordinate through the City with regulatory agencies regarding treatment plant performance and compliance. Mid-Mo Operations shall ensure operational records are maintained to disclose information necessary to establish compliance or document sources of pollution received at the Facilities.
    1. Mid-Mo Operations shall work with City staff to ensure records are accurate, complete and adequately maintained to document the operations of the facility including daily plant logs.
    2. Mid-Mo Operations shall comply with all requests for information about the City's Facilities received from the City, U.S. EPA, MDNR or others as requested and approved by the City. Mid-Mo Operations shall participate and provide timely information for audits (including financial audits), open records requests (Chapter 610 RSMo), assigned reporting to include any and all changes in compliance reporting requirements that may arise from time-to-time.
  - iii. Mid-Mo Operations shall submit an annual report to the City describing the general operational and maintenance activities performed under the Agreement by Mid-Mo Operations during the just completed 12-month Agreement period. Mid-Mo Operations upon request shall be responsible for presenting such annual report to the City Council.
  - iv. Mid-Mo Operations shall assist the City in collecting and providing information and documentation to support or deny the settlement of claims by the City's insurance carrier(s).
- 4.2 Mid-Mo Operations shall be liable for fines and/or civil penalties imposed by regulatory agencies for violation of the City's NPDES permits or rules or regulations of the MDNR or the U.S. EPA which occur during the term of the agreement and which were caused by Mid-Mo Operations negligence, willful conduct, lack of due diligence, malfeasance or misfeasance. Mid-Mo Operations shall be given full authority to contest such violations and the City shall assist Mid-Mo Operations in such proceedings. Except to the extent caused by Mid-Mo Operations' negligence, willful conduct, lack of due diligence, malfeasance, misfeasance or breach of its obligations under the Agreement, Mid-Mo Operations shall not be responsible for fines or penalties or any other liability if influent characteristics exceed facility design parameters, influent contains biologically toxic substances, source water contains non-treatable substances or the facility is inoperable due to circumstances beyond Mid-Mo Operations' control.
- 4.3 The City shall:
- a. Maintain all licenses and permits related to the Facilities and operations

thereof and pay associated license and permit fees related to the Facilities or City staff.

- b. Provide use of office, laboratory and shop space.
- c. Provide use of all land, equipment, improvements, buildings, structures and facilities under its ownership and presently located at the Facilities or currently available to or assigned for Facility use.
- d. Staff the Facilities with qualified operations and maintenance personnel who meet certification requirements of the State of Missouri as necessary to meet wastewater treatment requirements.
- e. Pay all expenses required for the operation and maintenance of the Facilities including, but not limited to, costs associated with preventive or corrective maintenance, personnel costs of City employees, utilities (electricity, gas, telephone, Internet, etc.), applicable fuels, chemicals, biosolids transportation and, as applicable, disposal, outside services, and other necessary materials for compliant operation of the Facilities.
- f. Plan for and make Capital Expenditures at the Facilities.
- g. Pay all taxes or governmental fees, if any, associated with the Facilities.
- h. Perform all functions and retain all responsibilities and obligations related to Facilities not expressly assumed herein by Mid-Mo Operations.
- i. Agree not to offer employment to Mid-Mo Operations employees for a period of two (2) years after completion of services.
- j. Agree to file sewer backup claims with their insurance carrier. The Mid-Mo Operations shall assist the city to provide information and documentation to support or deny the settlement of claims by the City's insurance carrier.



## 5. COMPENSATION

5.1 Mid-Mo Operations Base Fee compensation under this Agreement shall be twenty thousand eight hundred thirty three dollars (\$20,833) per month or two hundred forty nine thousand nine hundred ninety-six dollars (\$249,996) annually for the first year services under the Agreement. The Base Fee will adjust annually according to section 5.3.

5.2 Compensation to Mid-Mo Operations is due upon receipt of a complete and mathematically accurate invoice from Mid-Mo Operations and payable within thirty (30) days. City shall pay interest at an annual rate of nine percent (9%) on payments not postmarked by the thirty-first day after receipt of a complete and mathematically accurate invoice, any such interest being calculated from the due date of the payment.

5.3 The Base Fee shall be revised annually on the anniversary date of this agreement. The Base Fee shall be adjusted in proportion to the change in the Consumer Price Index for All Urban Consumers (CPI-U), All Items, not seasonally adjusted, in the prior twelve (12) month period as published by the U.S. Department of Labor. The annual adjustment will be based on the CPI-U 12-month percentage change through each December and released by the U.S. Department of Labor during the month of January. The revised Base Fee increase shall not be less than 1% and not more than 5% unless otherwise agreed upon.

5.4 The Base Fee shall be equitably adjusted for any substantial change in the costs of Facilities management, including but not limited to changes in flow, customer accounts, monitoring or reporting requirements, regulatory requirements, personnel or staffing requirements, or increased costs due to Force Majeure occurrences. Any adjustments shall be negotiated prior to expenditure.

## 6. TERM AND TERMINATION

6.1 This Agreement shall commence on April 1, 2024 and shall extend for a period of four years. No less than ninety (90) days prior to expiration of this Agreement, the City may notify Mid-Mo Operations of extension of this Agreement for a period of one year. This Agreement may be amended for a total of four additional one-year periods.

6.2 Either party may terminate this Agreement for a material breach of the Agreement by the other party after giving written notice of breach and allowing the other party thirty (30) days to correct the breach. Excepting breaches by City for nonpayment of Mid-Mo Operations's invoices, neither party shall terminate this Agreement without giving the other party fifteen (15) days written notice of intent to terminate after failure of the other party to correct the breach.

6.3 Upon notice of termination, the City and Mid-Mo Operations shall agree to an action plan

which will enable the City to continue operation in an organized fashion. Mid-Mo Operations agrees to assist and cooperate with the City in any such transition.

## 7. INDEMNITY, LIABILITY AND INSURANCE

7.1 Mid-Mo Operations shall indemnify, save harmless and defend City from any and all claims, liabilities, penalties, fines, forfeitures, suits and costs and expenses incident thereto, including reasonable attorneys' fees, which City may incur, pay in settlement, or become responsible for as a result of death or bodily injury to any person, damage to any property, adverse effects on the environment, or violation of any law arising out of or relating to Mid-Mo Operations material breach of any term of this Agreement, or any negligent or willful act or omission of Mid-Mo Operations, its employees, or subcontractors in the performance of this Agreement.

To the extent allowed by law, and without waiving the City's sovereign or other immunities, City shall indemnify, save harmless and defend Mid-Mo Operations from any and all claims, liabilities, penalties, fines, forfeitures, suits and costs and expenses incident thereto, including reasonable attorney's fees, which Mid-Mo Operations may incur, pay in settlement, or become responsible for as a result of death or bodily injury to any person, damage to any property, adverse effects on the environment, or violation of any law arising out of or relating to the City's material breach of any term of this Agreement, or any negligent or willful act or omission of the City, its employees, or subcontractors in the performance of this Agreement.

The City and Mid-Mo Operations shall each provide the other with prompt and timely written notice, as per Section 3.5, of any event or proceeding of which either acquires knowledge and for which indemnification may be sought so that each shall have any opportunity to take such actions as may be desirable to contain or minimize the consequences of any such event or proceeding and to defend or settle at such party's expense any such proceeding.

7.2 Mid-Mo Operations shall be liable for fines or civil penalties imposed by regulatory agencies for violation of the City's NPDES permit or rules or regulations of the Missouri Department of Natural Resources or the United States Environmental Protection Agency which occur during the term of this Agreement and which were caused by Mid-Mo Operations negligence or willful conduct. Mid-Mo Operations shall be given full authority to contest such violations and the City shall assist Mid-Mo Operations in such proceedings. Except to the extent caused by Mid-Mo Operations's negligence, willful conduct, or breach of its obligations under this Agreement, Mid-Mo Operations shall not be responsible for fines or penalties or any other liability if influent characteristics exceed Facilities design parameters (as defined in Exhibit B).

7.3 Each party shall obtain and maintain insurance coverage of a type and in amounts described in Exhibit A. Each party, to the extent permitted by law, shall name the other party as an additional insured on all insurance policies covering the Facilities and shall provide the other party with satisfactory proof of insurance upon written request. In the event either party changes insurance or has a policy cancelled, that party shall provide notice thirty (30) days prior to the change or cancellation as per Section 3.5.

## 8. WARRANTY

8.1 Mid-Mo Operations warrants that it will manage the Facilities in accordance with the Scope of Services set forth in this Agreement and generally accepted industry principles and practices for operations and management of similar facilities within the Facilities design capacities.

## 9. EXCUSE OF PERFORMANCE

9.1 The parties agree that any delay or failure of either party to perform its obligations under this Agreement, except for indemnification required hereunder or the payment of money, shall be excused if and to the extent caused by acts of God, strikes, fire, flood, windstorm, explosion, riot, war, sabotage, or other similar cause beyond the reasonable control of the party affected, provided that prompt notice of such delay is given by such party to the other and each of the parties shall be diligent in attempting to remove or overcome the effects of such cause or causes.

## 10. MISCELLANEOUS

10.1 The parties intend that there shall not be any third-party beneficiaries to this Agreement.

10.2 If any provision of this Agreement is held invalid or unenforceable, such provision shall be modified consistent with the original intent of the parties, so as to be enforceable and the remainder of the Agreement shall remain in full force and effect.

10.3 The failure of either party to enforce any right hereunder shall not be construed as a waiver of its right to enforce that or any other right hereunder in the future.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the date and year first above written.

**MID-MO OPERATIONS**

---

**SIGNATURE**

---

**PRINTED NAME**

**CITY OF SEDALIA**

---

**SIGNATURE**

---

**PRINTED NAME**

EXHIBIT A

Mid-Mo Operations shall maintain:

1. Statutory Worker's Compensation Insurance for all Mid-Mo Operations's employees at the Facilities as required by law.
2. Comprehensive or Commercial General Liability Insurance for bodily injury and/or property damage as follows:

General Aggregate	\$3,000,000
Each Occurrence Limit	\$1,000,000
Umbrella Aggregate	\$4,000,000

City shall maintain:

1. Comprehensive or Commercial General Liability Insurance covering general liability, personal injury and property damage in amounts not less than Missouri statutory requirements relating to Sovereign Immunity.

Each Party:

1. Shall maintain adequate property insurance for its equipment and real and personal property, including, but not limited to, extended coverage.
2. Shall provide, with respect to its owned vehicles, Commercial Automobile Liability Insurance for bodily injury and/or property damage with \$500,000 combined single limits per occurrence and in the aggregate.

**EXHIBIT B**  
**WASTEWATER FACILITY CHARACTERISTICS**

- 8.1 Mid-Mo Operations shall not be responsible for fines or penalties or any other liability if there are limitations if the plant design which limit adequate treatment, or if the wastewater influent exceeds facility design parameters including maximum daily and instantaneous flow, does not contain adequate nutrients, contains biologically toxic substances, or the Facilities is inoperable due to circumstances beyond Mid-Mo Operations control.
- 8.2 Mid-Mo Operations liability regarding payment of fines, penalties or any other related liability is restricted to effluent limitations established in existing **NPDES Permit No. MO- 010567** dated May 1, 2013, **MO-0023027** dated September 6, 2012, and **MO-0023019** dated November 15, 2011. In the event that effluent limitations are revised in subsequent NPDES permits, Mid-Mo Operations shall have the right to renegotiate the terms of Section 7 in the Agreement by giving notice to the city within forty-five (45) days after the effective date of the revised permit.

## EXHIBIT C

### BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION

#### BUSINESS ENTITY CERTIFICATION:

The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at [http://www.dhs.gov/tiles/programs/lge\\_118522167\\_150.htm](http://www.dhs.gov/tiles/programs/lge_118522167_150.htm).
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with the city of Sedalia.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

I certify that \_\_\_\_\_ (Company/Individual Name) DOES NOT CURRENTLY MEET the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; OR
- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_ (Company/Individual Name) is awarded a contract for the services requested herein under \_\_\_\_\_ (Bid/SFS/Contract Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, \_\_\_\_\_ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the \_\_\_\_\_ (insert agency name) with all documentation required in Box B of this exhibit.

\_\_\_\_\_  
Authorized Representative's Name (Please Print)

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Company Name (if applicable)

\_\_\_\_\_  
Date

EXHIBIT C, continued

*(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the City of Sedalia. If completing Box B, do not complete Box C.)*

**BOX B - CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

\_\_\_\_\_  
Authorized Business Entity Representative's Name (Please Print)

\_\_\_\_\_  
Authorized Business Entity Representative's Signature

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

As a business entity, the contractor must perform/provide each of the following. The contractor should check each to verify completion/submission of all of the following:

- ❶ Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/files/programs/ee\\_1185221678150.shtm](http://www.dhs.gov/files/programs/ee_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dh.gov](mailto:e-verify@dh.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- ❷ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security-Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- ❸ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.



**EXHIBIT C, continued**

**AFFIDAVIT OF WORK AUTHORIZATION:**

The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now \_\_\_\_\_ (Name of Business Entity Authorized Representative) as \_\_\_\_\_ (Position/Title) first being duly sworn on my oath, affirm \_\_\_\_\_ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the City of Sedalia, Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that

\_\_\_\_\_ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

*In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)*

_____ Authorized Representative's Signature	_____ Printed Name
_____ Title	_____ Date
_____ E-Mail Address	_____ E-Verify Company ID Number

Subscribed and sworn to before me this \_\_\_\_ of \_\_\_\_\_ lam  
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of \_\_\_\_\_ of \_\_\_\_\_ state of \_\_\_\_\_  
(NAME OF COUNTY)

\_\_\_\_\_ and my commission expires on \_\_\_\_\_  
(NAME OF STATE) (DATE)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Date

EXHIBIT C, continued

*(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the City of Sedalia. If completing Box C, do not complete Box B.)*

**BOX C - AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS**

I certify that (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the City of Sedalia. We have previously provided documentation to the city that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ../ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division
- ../ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Date of Previous E-Verify Documentation Submission: \_\_\_\_\_

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted:  
\_\_\_\_\_  
(if known)

\_\_\_\_\_  
Authorized Business Entity Representative's  
Name (Please Print)

\_\_\_\_\_  
Authorized Business Entity  
Representative's Signature

\_\_\_\_\_  
E-Verify MOU Company ID Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

**FOR CITY USE ONLY**

Documentation Verification Completed By:

City Staff

Date

**BILL NO.** \_\_\_\_\_

**ORDINANCE NO.** \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AN EXTENSION TO THE AGREEMENT FOR ON-SITE GENERATOR MAINTENANCE, INSPECTION AND REPAIR SERVICES.**

**WHEREAS**, the City of Sedalia, Missouri has received a proposal to extend the Agreement by and between the City of Sedalia, Missouri and Martin Energy Group for on-site generator maintenance, inspection and repair services for an additional year in accordance with the original agreement as more fully described in the agreement; and

**WHEREAS**, under the proposal, the City of Sedalia, Missouri shall pay Martin Energy Group the sum and amount of Twenty-Seven Thousand Fifteen Dollars and Fifty-five Cents (\$27,015.55) for said extension.

**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 1-year extension to the Agreement by and between the City of Sedalia, Missouri and Martin Energy Group as it has been proposed.

**Section 2.** The City Administrator is 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 any subsequent documentation 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 any subsequent documentation 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 18<sup>th</sup> day of March 2024.

\_\_\_\_\_  
Presiding Officer of the Council

Approved by the Mayor of said City this 18<sup>th</sup> day of March 2024.

\_\_\_\_\_  
Andrew L. Dawson, Mayor

ATTEST:

\_\_\_\_\_  
Jason S. Myers, City Clerk

# Memo

**To:** Matthew Wirt  
**From:** Fred Yates  
**Date:** March 14, 2024  
**Re:** Contract extension for on-site generator maintenance, inspection and repair with Martin Energy Group

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In 2021, Public Works Department bid for generator maintenance services. The initial contract was awarded for 16 months December 2021 through March 2023 and allowed for up to four additional one year extensions to Martin Energy Group in the amount of \$27,015.55.

March 2023 the contract was extended through March 2024 this is the 1<sup>st</sup> one year extension.

Martin Energy Group has successfully completed all needed maintenance and repairs since December 2021.

Asset Management recommends The City Council approve a 2<sup>nd</sup> one year extension of this contract including the following changes 4% increase to cover inflation of parts and supplies adding \$1,080.62 to the contract renewal cost for a total of \$28,095.62.

**BILL NO.** \_\_\_\_\_

**ORDINANCE NO.** \_\_\_\_\_

**AN ORDINANCE AUTHORIZING A MISSOURI HISTORIC PRESERVATION DESIGN GUIDELINES PROJECT SERVICE AGREEMENT.**

**WHEREAS**, the City of Sedalia, Missouri, has received a proposal from Amy Coombs as consultant for the Missouri Historic Preservation Design Guidelines Project to assist property owners with best practices for renovation and restoration of historic homes; and

**WHEREAS**, under the proposal, the City of Sedalia, Missouri shall pay the total sum and amount of Thirty-seven Thousand One Hundred Fifty-three Dollars and Forty-six Cents (\$37,153.46) to Amy Coombs for said consultant services as more fully described in the agreement attached to this Ordinance and incorporated by reference. The State of Missouri is providing \$18,576.73 and the City is required to match said amount as well as \$10,000.00 in City staff labor.

**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 Missouri Historic Preservation Design Guidelines Project Service Agreement attached and incorporated by reference, in substantially the same form and content as the agreement has been proposed.

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 18<sup>th</sup> day of March 2024.

\_\_\_\_\_  
Presiding Officer of the Council

Approved by the Mayor of said City this 18<sup>th</sup> day of March 2024.

\_\_\_\_\_  
Andrew L. Dawson, Mayor

ATTEST:

\_\_\_\_\_  
Jason S. Myers, City Clerk

# Memorandum

**To:** Mayor Andrew Dawson & City Council

**From:**  
John Simmons, Community Development Director

**Date:** 3/13/2024

**Re:** Design Guidelines Grant - Consultant Recommendation

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The City of Sedalia received three responses for the advertised project prior to the December 22, 2023 deadline. The bids received were as follows:

David Taylor – 31,250.00  
ARC Architectural History, Design & Sustainability Services – 37,153.46  
RDG Planning & Design - \$39,300.00

The Sedalia Historic Preservation Commission reviewed the three submittals and after checking references and deliberating at two meetings, it is the Commission's recommendation that the City Council approve the attached contract with Amy Coombs of ARC Architectural History, Design & Sustainability Services, LLC.

Although Ms. Coombs was not the lowest bidder, the reference checks on the applicants led the Commission to consider her the best consultant for the interests of the City.

The contract amount is for a total compensation of \$37,153.46 with the State of Missouri providing \$18,576.73. The City is required to match the grant with \$18,576.73 and \$10,000 in City staff labor. This amount is below the budgeted match of \$20,000.00.

This grant is to create design guidelines intended to assist property owners with best practices for the renovation and restoration of historic homes as Historic Districts are created throughout Sedalia.

As you recall, the State Historic Preservation Office awarded the City of Sedalia with the grant applied for in November of 2022. This project now requires that City Council approve the consultant contract. This agreement has been reviewed by Lauber Municipal Law and is ready for your approval.

**SUBAWARD GRANT AGREEMENT**

**By and Between the**

**City of Sedalia, Missouri  
Grantee and Pass-Thru Entity and**

**Amy Coombs  
Subrecipient**

---

**Federal Awarding Agency: United States Department of the Interior, National Park Service**

**Program Name: Historic Preservation Fund Grants-in-Aid**

**Project Title: City of Sedalia Design Guidelines for Historic Preservation Design Guidelines**

**Federal Award ID: P23AF00890**

**Subrecipient's Entity ID:**

**Federal Award Date: 7/10/2023**

**Project and Budget Period: Effective Date of this Agreement to May 15, 2025**

**Total Grant Award: \$20,000.00**

**Subaward Start/End Date: March 15, 2024 to March 15, 2025**

**Subrecipient Award Amount: \$20,000.00**

**Indirect Cost Rate: 0**

**Research and Development: None**

**City of Sedalia, Missouri Historic Preservation Design Guidelines Project  
Service Agreement  
Project No. P23AF00890-007**

This Service Agreement (the "Agreement") dated this \_\_\_\_\_ day of \_\_\_\_\_,

Between: City of Sedalia, Pettis County, Missouri, 200 South Osage Ave. Sedalia, MO 65301  
(“Client” or “City”)

-AND-

Amy Coombs of 17437 Carey Rd, #207 Westfield, IN 46074  
(“Contractor”)

**Background:**

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client and meets or exceeds the Secretary of the Interior's Professional Qualifications Standards.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.
- C. This subaward is granted by the City of Sedalia through funds received from the federal government and the State of Missouri. The Consultant hereby takes notice that through such subaward, the Consultant is subject to and shall comply with all City, State, and Federal laws, rules, and regulations.

In Consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and Contractor (“individually the “Party” and collectively the “Parties” to this Agreement) agree as follows:

In providing the Services under this Agreement it is expressly agreed that Consultant is acting as an independent contractor and not as an employee of the City of Sedalia. This Agreement does not create a partnership or joint venture between parties, and is exclusively a contract for service.

**SCOPE OF WORK**

**Develop and Support the Adoption of Design Guidelines for Local Historic Districts of Residential Character**

**Timeline:**

Starting Date: March 15, 2024

Ending Date: May 15, 2025

**Project Description:**

Contractor will work with the City of Sedalia and the Sedalia Historic Preservation Commission to develop and adopt Design Guidelines that can be used with all local historic districts of residential character. The design guidelines for this project are intended to be general and utilized



by newly established historic districts until more specific guidelines can be written. The new Design Guidelines will be used to protect the irreplaceable historic character of Sedalia.

The new Design Guidelines will illustrate the design review criteria listed in Section 64-70 of the City of Sedalia *Code of Ordinances* as has been established by the City's Historic Preservation Commission. These guidelines will provide guidance to those applying for Certificates of Appropriateness (COA) and assist the members of the Sedalia Historic Preservation Commission in reviewing a COA for approval. They will also help City staff and elected officials to understand the City's expectations for the issuance of a COA when required for a property within this historic district.

The Sedalia Historic Preservation Commission will have an opportunity to review and comment on milestone products before they are submitted to the HPF Grant Manager or their designee if they so choose. Any Commission comments will be submitted with the corresponding milestone to the HPF Grant Manager or their designee.

The Commission will provide to the consultant what they have identified as the special character of historic residential properties in the City of Sedalia and the properties needing to be protected. The consultant shall work with the Commission while drafting an illustrated history that identifies significant characteristics and features of the City and how they may be treated under the *Secretary of the Interior's Standards and Guidelines for the Treatment of Historic Properties*.

All content related to the treatment of historic properties shall conform to the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings. The Standards and Guidelines can be found here: <https://www.nps.gov/orgs/1739/upload/treatment-guidelines-2017-part1-preservation-rehabilitation.pdf> and <https://www.nps.gov/orgs/1739/upload/treatment-guidelines-2017-part2-reconstructionrestoration.pdf>.

**Milestones to be Completed:**

1. A review of design guidelines for other cities will evaluate how they express and illustrate preservation concepts.
2. An illustrated history will be developed that identifies significant characteristics and features of the City and how they may be treated under the *Secretary of the Interior's Standards and Guidelines for the Treatment of Historic Properties*.
3. Design Guidelines will be prepared for the rehabilitation of residential buildings, buildings to be constructed as infill on empty lots, (both fixed and moveable), site planning, street furniture and streetscape, the maintenance, repair and replacement of materials, new construction in future districts.
  - a. The consultant will set up a time with the HPF Grant Manager or their designee to discuss the expectations of the project before it begins. An email documenting the discussion will be sent to the HPF Grant Manager or their designee by the consultant.
  - b. Guidelines will be submitted to Missouri State Historic Preservation Office ("SHPO") for review, comment, and approval at approximately 30% and 70%. The definitions of 30%,

70%, and 100% will be determined in consultation between the consultant, the City, and the SHPO. They shall include as much visual data as is practicable to demonstrate the various recommendations, including line drawings, photographs, plans, renderings and/or other graphics. Photographs and renderings are preferred to be in color; line drawings and plans may be in black and white. Each draft will contain the visual data expected to be used for the text that is included when it is submitted to the SHPO for review.

- c. At least one month prior to submitting each version (30%, 70% & 100%) of the new Design Guidelines to SHPO the consultant shall make a presentation to the Historic Preservation Commission with the general public invited. During these presentations the consultant will actively solicit ideas to incorporate into the new Design Guidelines and address questions from those in attendance. For each presentation the consultant shall provide adequate notice to be placed on the Historic Preservation Commission agenda and to allow the city to post notice to the public for at least two weeks. A sign-in sheet will be required to be kept and provided to the SHPO for each presentation.
- d. The Design Guideline process shall produce the following products:
  - i. Documentation of the first public meeting, including press release, newspaper/web advertisement and sign-in sheet.
  - ii. A first draft of the Design Guidelines (30%) in Word format. If the document size exceeds 10MB a means acceptable to SHPO for submitting besides email will need to be used to deliver the draft document.
  - iii. Documentation of the second public meeting, including press release, newspaper/web advertisement and sign-in sheet.
  - iv. A second draft of the Design Guidelines (70%) in Word format. If the document size exceeds 10MB a means acceptable to SHPO for submitting besides email will need to be used to deliver the draft document.
  - v. Documentation of the third (final) public meeting, including press release, newspaper/web advertisement and sign-in sheet.
  - vi. The final version of the new Design Guidelines in electronic format using an approved file transfer option.
  - vii. A link to the final version of the new Design Guidelines on the City of Sedalia's website. The Design Guidelines will be posted to the City's website and will continue to be publicly posted until a newer version of the document is developed.

## Milestone Timeline

Due Date	Product
November 2023	Solicit Request for Proposals with Qualifications of Consultant
March 19, 2024	Email Submission of signed consultant contract to the HPF Grant Manager
April 15, 2024	Meeting and documentation of discussion between the consultant, the City of Sedalia, and the HPF Grants Manager or their designee.
June 3, 2024	Completion and documentation of first public meeting
July 1, 2024	First Draft of the Design Guidelines (30% Completion)
October 1, 2024	Completion and documentation of second public meeting
November 1, 2024	Second Draft of the Design Guidelines (70% Completion)
March 3, 2025	Final Draft of the Design Guidelines and completion and documentation of the third public meeting.
April 1, 2025	Link to the Design Guidelines on the City of Sedalia's website.
May 1, 2025	Submission of final project report and fiscal data to the HPF Grant Manager.

Consultant will have a one-month grace period for deadlines before Client has the option to terminate the Agreement with pro-rated payment.

## TERMS

**Federal Requirements:** The Contractor shall comply with all requirements imposed on the City by the federal government and the Missouri Department of Natural Resources Financial Assistance Agreement (attached hereto as "Exhibit A") as if the Contractor were the City. The Contractor is subject to the requirements of 2 CFR 200, 200.1, 200.101, 200.331, and 200.332. The Contractor shall comply with all local, State, and federal laws, rules, regulations, and requirements. The Contractor shall require all subcontractors or subconsultants to comply with all requirements imposed on the City by Exhibit A as if the subcontractor or subconsultant were the City and shall include this provision in all subcontractor or subconsultant agreements or contracts. The Consultant shall comply with all terms of Exhibit A whether or not the same or similar terms are repeated below.

**Conflicts:** Where any terms of this Agreement conflict with the terms of Exhibit A, the terms of Exhibit A shall prevail.

**Records:** The Consultant shall retain financial records, supporting documents, statistical records, and all other records pertinent to this Agreement and the work performed in consideration of such for a period of five (5) years after receipt of final payment from the City. The Consultant shall comply with all requests from the City, State, and federal government for records, audits, or examinations of books and records in relation to this Agreement and all work performed in consideration of such. The City shall have the right to conduct audits of the Consultant at any time during the performance of this Agreement.

**Closeout:** The City may require documentation, records, and other items related to the Design Guidelines project in preparation for closeout of the award received by the City from the State and federal government. As such, the Consultant agrees to comply with all requests for documentation, records, and other items related to the Design Guidelines project from the City, State, or federal government.

**Equipment and Supplies Use:** The Consultant agrees that any equipment or supplies purchase pursuant to this Agreement shall be used only for the performance of the work under this Agreement. The Consultant shall comply with all terms in Exhibit A related to use of equipment and supplies purchased under this Agreement as if the Consultant were the City.

**Copyrights:** The City reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use and to authorize others to use, with the approval of the City, any books, publications, or other copyrightable material developed in the course of this Agreement.

**Prior Approval for Publications:** The Consultant shall submit to the City three draft copies of each publication and other printed materials, which are intended for distribution and are financed, wholly or in part, by this Agreement. The Consultant shall not print or distribute any publication until receiving written approval by the City. The City shall submit publications described herein to the Department of Natural Resources for approval pursuant to Exhibit A unless otherwise agreed to by the Parties in writing.

**Mandatory Disclosures:** The Consultant agrees that all documents describing the Design Guidelines project shall include a statement of the percentage of the total costs of the Design Guidelines project that is being financed with federal and state money, and the dollar amount of federal and state funds for the Design Guidelines project.

**Conflicts of Interest:** The Consultant shall comply all State and City laws regarding conflicts of interest. No Party, nor any officer, agent, or employee of either Party shall participate in any decision related to this Agreement which could result in a real or apparent conflict of interest.

**Appropriations:** The Consultant agrees that the receipt of funds under this Agreement is contingent on the City's receipt of funds from the State of Missouri and is subject to annual appropriation by the Sedalia City Council. The Consultant agrees that funds expended for the purposes of this financial assistance agreement must be appropriated and made available by the Missouri General Assembly for each fiscal year included within the financial assistance agreement period, as well as being awarded by the federal or state agency supporting the project. Therefore, the financial assistance agreement shall automatically terminate without penalty or termination costs if such funds are not appropriated and/or granted.

Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth herein as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

**Remedies for Noncompliance:** If the Consultant falsifies any award document or materially fails to comply with any term of this Agreement and/or its attachments, the City may take one or more of the following actions: 1) suspend or terminate, in whole or part, the current Agreement; 2) disallow all or part of the cost of the activity or action not in compliance; 3) temporarily withhold cash payments pending the Consultant's correction of the deficiency; 4) withhold further awards from the Consultant; 5) take other remedies as may be legally available. In the event of termination of this Agreement by the City, due to Consultant's noncompliance with the terms herein and in Exhibit A, the Consultant shall

refund to the City all unexpended monies provided under the Agreement. At the City's discretion, the Consultant may also be required to refund all funds awarded during the period of this Agreement that have already been spent by the Consultant and reimbursed by the City. The City shall have the right to terminate the Agreement at any time for any reason by giving the Consultant written notice to such effect. The City shall pay to the Consultant in full satisfaction and discharge of all amounts owing to the Consultant under the Agreement an amount equal to the cost of all work performed pursuant to this Agreement by the Consultant up to such termination date, less all amounts previously paid to the Consultant.

**Illegal Immigration:** As a condition for the award of this Agreement, the Consultant shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the work performed under this Agreement. The Consultant shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the work performed under this Agreement.

**Disclosure:** All grant project funded publications, books, brochures and all public meeting notices regarding this grant project shall include the following acknowledgement: *This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior, of the U.S. Government and Missouri Department of Natural Resources, State Historic Preservation Office. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior or the Department of Natural Resources, State Historic Preservation Office, nor does the mention of trade names or commercial products constitute endorsement or recommendation.* All press releases about the Design Guidelines project shall include a statement that funding for the activities was provided in part or in whole by the Historic Preservation Fund administered by the National Park Service.

### COMPENSATION

The Client hereby agrees to advance or reimburse the Consultant in the amount of Thirty Seven Thousand One Hundred and Fifty Three Dollars and Forty Six Cents (\$37,153.46) for complete and satisfactory performance of the work described herein. The Consultant shall submit any necessary records or documentation to prove such costs and the City reserves the right to request additional documentation it deems necessary.

**Payment:** Total travel funds of \$6,103.48 may be advanced or reimbursed in April, June, and September of 2024 at the amount of \$2,034.50 for each specified date.

\$16,776.73 will be paid by Client to Consultant no later than November 15, 2024 after Consultant submits the second draft of the design guidelines and an invoice by November 1, 2024. \$16,776.73 will be paid by Client to Consultant no later than May 15, 2025 after Consultant sends the final project report and an invoice by May 1, 2025. In the case that the Consultant submits invoices after the dates listed herein, the Client shall remit appropriate payment within thirty (30) days of receipt and approval of invoice.

Total compensation is \$37,153.46 and will be invoiced according to the budget in Exhibit B.

If payment is more than 21 days late, Consultant can pursue collections of some or all of debt through arbitration or suit in local, state, or other court.

## **CONFIDENTIALITY**

Client agrees that it will not disclose, divulge, reveal, report or use, for any purpose any project information in public platforms, including the news media through press releases, photos of the Consultant, recordings for distribution, or peer-reviewed or public publication without consent or approval sent by email from both parties. Notwithstanding the foregoing, the Consultant agrees and acknowledges that the Consultant is a political subdivision of the State of Missouri and is therefore subject to and must comply with the Missouri Open Meetings and Records Act, Chapter 610 RSMo., also known as the Sunshine Law. Consultant agrees and acknowledges that project information may be disclosed through open meetings, open records, and requests for records from the City of Sedalia without consent of the Consultant.

## **INTELLECTUAL PROPERTY**

Subject to limitations imposed by the federal government and the State of Missouri under Exhibit A, all intellectual property and related materials including any related data or work in progress that is developed or produced under this agreement, will be a public resource and available for public and academic use, including the use of the Client and Consultant.

## **COMMUNICATION**

1. Notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as Follows:

Primary Client contact for milestones and billing:

John Simmons  
Community Development Director  
200 South Osage Ave.  
Sedalia, Missouri 65301  
660-851-7605  
[jsimmons@sedalia.com](mailto:jsimmons@sedalia.com)

Primary Consultant contact for milestones and billing:

Amy R. Coombs  
17437 Carey Rd. #207  
Westfield, IN 46074  
773-683-3978  
[Arecoombs@ARC-Preservation.com](mailto:Arecoombs@ARC-Preservation.com)

Contact between Contractor and members of the Commission, Council, or Public will occur as needed through optional and mutually agreed correspondence, interviews, surveys, and public comment.

## **STANDARD TERMS**

**Indemnification:** To the extent permitted by applicable law, each party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees and permitted successors

and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of or are in connection with this Agreement by the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in the connection with this Agreement. This indemnification will survive the termination of this Agreement.

**Modifications:** Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

**Assignment:** Neither party will assign or otherwise transfer obligations under this Agreement without the prior written consent of the other party.

**Warranty:** It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

**Jurisdiction:** It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of Missouri, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**Severability:** In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**Waiver:** The waiver by either Party of a breach, default, or delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**In Witness Whereof** the Parties have duly affixed their signatures under hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**City of Sedalia, Missouri**

**Consultant**

\_\_\_\_\_  
Andrew Dawson, Mayor

\_\_\_\_\_  
Amy Coombs

Attest:

\_\_\_\_\_  
Jason Myers, City Clerk

EXHIBIT A

SEDALIA DESIGN GUIDELINES GRANT AGREEMENT

Approved by City Council on September 18, 2023

On file in City Clerk's office



EXHIBIT B  
BUDGET

**RESIDENTIAL AND COMMERCIAL  
DESIGN GUIDELINES  
CITY OF SEDALIA**

**ARC PRESERVATION, AMY REBECCA COOMBS**

CONSULTANT: ARC Preservation  
17437 Carey Rd, #207 Westfield, IN 46074

DATE: December 22, 2023

Task - Description	Rate	Total	Costs	Total Costs
<b>A. TASK COORDINATION</b>				
Principal Investigator: Architectural Historian @ \$39.34/hour	\$39.91	15	\$598.65	\$598.65
<b>SUBTOTAL A</b>				<b>\$598.65</b>
<b>B. RESEARCH (INTRODUCTION, TEXT OF ORDINANCE, EXPLANATION OF CA PROCESS, HISTORY OF HISTORIC DISTRICTS, MEETINGS, ARCHIVAL AND HISTORICAL RESEARCH, ORDINANCE RESEARCH)</b>				
Principal Investigator: Architectural Historian @ \$39.34/hour	\$39.91	160	\$6,385.60	\$6,385.60
<b>SUBTOTAL B</b>				<b>\$6,385.60</b>
<b>C. RECORDS CHECK (PROPERTY RECORDS RESEARCH, NRHP RECORDS, OTHER RECORDS)</b>				
Principal Investigator: Architectural Historian @ \$39.34/hour	\$39.91	16	\$638.56	\$638.56
<b>SUBTOTAL C</b>				<b>\$638.56</b>
<b>D. HISTORIC PROPERTY SURVEY (IDENTIFICATION OF HISTORIC CHARACTER-DEFINING FEATURES, PHOTOS, MAPPING, TIME IN TRAVEL)</b>				
Principal Investigator: Architectural Historian @ \$39.34/hour	\$39.91	38	\$1,516.58	\$1,516.58
<b>SUBTOTAL D</b>				<b>\$1,516.58</b>
<b>E. TRAVEL/LODGING/EXPENSES (Five Trips, 2-4 Nights: Archives/Meetings, Survey/Meetings, Three Public Meetings)</b>				
Mileage: 600 total miles @ \$0.39/mi	\$0.39	932		\$363.48
Air Travel from Indianapolis @ \$465/round	\$428.00	5		\$2,140.00
Car Rental @ \$120/day	\$105.00	15		\$1,575.00
Hotel @ \$96/day	\$76.00	15		\$1,140.00
Per Diem @ \$59/day	\$42.00	15		\$885.00
<b>SUBTOTAL E</b>				<b>\$6,103.48</b>
<b>F. GUIDELINES PREPARATION (HISTORIC PROPERTIES, NEW CONSTRUCTION, LANDSCAPE PLANS, DEMOLITION, COMMISSION COMMUNICATION, GRANT MANAGER COMMUNICATION, DRAFTS AND REVISIONS)</b>				
Principal Investigator: Architectural Historian @ \$39.34/hour	\$39.91	205	\$8,181.55	\$8,181.55
<b>SUBTOTAL F</b>				<b>\$8,181.55</b>

**RESIDENTIAL AND COMMERCIAL  
DESIGN GUIDELINES  
CITY OF SEDALIA**

**ARC PRESERVATION, AMY REBECCA COOMBS**

CONSULTANT: ARC Preservation  
17437 Carey Rd, #207 Westfield, IN 46074

DATE: December 22, 2023

<b>G. REPORT PRODUCTION (QA/QC, EDITING, PUBLISHING, MAPS, RESOURCES AND REFERENCES, DOCUMENT PREPARATION FOR DRAFTS AND FINAL)</b>					
Principal Investigator: Architectural Historian @ \$39.34/hour	\$39.91	32	\$1,277.12		\$1,277.12
<b><i>SUBTOTAL G</i></b>					<b>\$1,277.12</b>
<b>H. VIRTUAL MEETINGS/CONFERENCE CALLS/INTERVIEWS/VERBAL DATA COLLECTION/COORDINATION OF ARCHIVAL VISITS</b>					
Principal Investigator: Architectural Historian @ \$39.34/hour	\$39.91	76	\$3,033.16		\$3,033.16
<b><i>SUBTOTAL H</i></b>					<b>\$3,033.16</b>
<b>I. DRAFT REVISION (ASSESSMENT, RESEARCH, RESPONSES TO COMMUNITY COMMENTS, WRITING, EDITING)</b>					
Principal Investigator: Architectural Historian @ \$39.34/hour	\$39.91	48	\$1,915.68		\$1,915.68
<b><i>SUBTOTAL I</i></b>					<b>\$1,915.68</b>
<b>J. PUBLIC MEETINGS (PLANNING, COMMUNICATION, PUBIC NOTICES, DISTRIBUTION MATERIALS, COORDINATION, ATTENDANCE/TRAVEL, PRESENTATIONS, PRESENTATION PREPARATION)</b>					
Principal Investigator: Architectural Historian @ \$39.34/hour	\$39.91	188	\$7,503.08		\$7,503.08
<b><i>SUBTOTAL J</i></b>					<b>\$7,503.08</b>
<b>TOTAL (A-J)</b>					<b>\$37,153.46</b>

EXHIBIT C

U.S. DEPARTMENT OF INTERIOR CERTIFICATIONS REGARDING DEBARMENT,  
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS, DRUG-FREE WORKPLACE  
REQUIREMENTS, AND LOBBYING

Approved as part of Grant agreement on September 18, 2023

On file in City Clerk's office

**BILL NO.** \_\_\_\_\_

**ORDINANCE NO.** \_\_\_\_\_

**AN ORDINANCE APPROVING A GRANT AGREEMENT AND SUB-AWARD GRANT AGREEMENT FOR PAUL BRUHN HISTORIC REVITALIZATION GRANT SUB-RECIPIENT PROJECTS.**

**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 grant agreement and sub-award grant agreement for Paul Bruhn Historic Revitalization Grant sub-recipient projects attached and incorporated by reference, in substantially the same form and content as the agreements have been proposed.

**Section 2.** The Mayor, City Administrator or Community Development Director, or his designee, are authorized and directed to execute any documents in the same form and content as they have been proposed.

**Section 3.** The City Clerk is hereby directed to file in his office a duplicate or copy of the agreements herby attached to this Ordinance.

**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 18<sup>th</sup> day of March 2024.

\_\_\_\_\_  
Presiding Officer of the Council

Approved by the Mayor of said City this 18<sup>th</sup> day of March 2024.

\_\_\_\_\_  
Andrew L. Dawson, Mayor

ATTEST:

\_\_\_\_\_  
Jason S. Myers  
City Clerk

# Memorandum

**To:** Mayor Andrew Dawson & City Council

**From:**  
John Simmons, Community Development Director

**Date:** 3/13/2024

**Re:** Paul Bruhn Grant – Sub-recipient contract

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Attached is the sub-recipient grant agreement required by the National Park Service in execution of the Paul Bruhn Grant. This contract is required to be signed by each grant recipient (our grantees in the downtown historic district) and is between the recipient and the City of Sedalia.

Before any grant funds are approved by the National Park Service for each individual project in our list of recipients, a multitude of documentation is required. This is one of the final pieces that the National Park Service had to approve before we can begin the final approval process for each project.

The National Park Service recently reviewed this contract and gave us approval to utilize in our administration of the grant.

The contract has also been reviewed by Lauber Municipal Law and is ready for City Council approval.

Once each contract is signed by one of our recipient projects it will be forwarded as a package of documentation to the National Park Service for their final technical review. The National Park Service has advised us that this review can take up to 90 days to complete by their staff due to the volume of work product they have nationally.

**SUBAWARD GRANT AGREEMENT**

**By and Between the**

**City of Sedalia, Missouri  
Grantee and Pass-Thru Entity and**

\_\_\_\_\_  
**Subrecipient**

---

**Federal Awarding Agency: United States Department of the Interior**

**Program Name: Paul Bruhn Historic Revitalization Grant**

**Project Title: \_\_\_\_\_**

**Federal Award ID: P22AP01483**

**Subrecipient's Entity ID:**

**Federal Award Date: 9/2/22**

**Project and Budget Period: 10/1/22 through 9/30/25**

**Total Grant Award: \$750,000.00**

**Subaward Start/End Date: \_\_\_\_\_**

**Subrecipient Award Amount: \$ \_\_\_\_\_**

**Indirect Cost Rate: none**

**Research and Development: None**

GRANT AGREEMENT  
Between City of Sedalia and  
[PROPERTY OWNER]

Project Title: \_\_\_\_\_ Rehabilitation Project  
 Grant Program: Paul Bruhn Historic Revitalization Grants Program  
 Amount of Federal Funds Obligated: \$ \_\_\_\_\_  
 Amount of Non-Federal Funding: \$ \_\_\_\_\_  
 Project Total: \$ \_\_\_\_\_  
 Period of Performance: \_\_\_\_\_ through \_\_\_\_\_, 2023

This Grant Agreement is entered into by the City of Sedalia and \_\_\_\_\_ (Recipient). This Agreement is effective \_\_\_\_\_ and will expire on \_\_\_\_\_ unless terminated earlier per Article \_\_\_\_\_.

ARTICLE 1 - AUTHORITY

Upon signature of both parties below, the City of Sedalia obligates with this Grant Agreement the sum of \$ \_\_\_\_\_ appropriated in federal fiscal year 2022 grant-in-aid funds pursuant to: the National Historic Preservation Act, as amended (54 USC 302301, 302901, and 303101; CFDA 15.904) and the Paul Bruhn Historic Revitalization Grant Program. Recipient warrants that it has the legal authority to accept the federal grant and to finance and complete the scope of work for the funded project within the period of performance.

ARTICLE II - SCOPE OF WORK

A. Recipient will contract with one or more companies to \_\_\_\_\_

B. Recipient agrees to perform project work in accordance with the Secretary of the Interior's Standards for Rehabilitation as defined by the National Historic Preservation Act.

ARTICLE III - SCHEDULE

Recipient agrees not to incur project costs prior to the start date of this agreement.

Work to be Accomplished	Start	Completion
RFP and Contract Process with Contractor		
Construction Period [ add more lines in schedule as needed]		
Progress Report to City of Sedalia		
Final Inspection of project work		
Submit final report & photos of completed work to City of Sedalia		

ARTICLE IV - BUDGET

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

The project budget breaks down as follows:

Work Category	Grant	Match	Total
Project Planning and Oversight			



General Conditions			
Sitework			
Concrete			
Masonry			
Metals			
Wood and Plastics			
Thermal and Moisture Protection			
Doors and Windows			
Finishes			
Special Construction			
Conveying Systems			
Mechanical			
Electrical			
Totals			

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

Sources of Matching Share

Donor	Source	Amount

ARTICLE V - KEY OFFICIALS

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

City of Sedalia:	Program Administrator:	Recipient:
Kelvin Shaw	John Simmons	name
City Administrator	Community	title
200 South Osage Ave.	Development Director	org
Sedalia, MO 65301	200 South Osage Ave.	address
	Sedalia, MO 65301	address
	660-851-7605	phone
	jsimmons@sedalia.com	email

All communications regarding project reviews, approvals and grant payments shall be conducted by Program Administrator. Recipient agrees to submit all required documentation and reports to Program Administrator over the course of the project.

ARTICLE VI - AWARD & PAYMENT

- A. The City of Sedalia will provide funding for the Scope of work described in Article II and in accordance with the approved budget in Article IV.

- B. Recipient shall request payment in accordance with the following: Payment will be made on a reimbursement basis for expenses documented with invoices, proof of payment and adequate documentation of completed work. Requests for payment are to be submitted to Program Administrator using the invoice form provided by the City of Sedalia.
- C. One partial payment may be made provided that all applicable project conditions are met and financial documentation is submitted and accepted. Otherwise, the grant will be paid upon completion of the project and satisfaction of project conditions.
- D. Project expenses may not be incurred prior to the period of performance. During the period of performance, project expenses may be incurred only as necessary to carry out the approved objectives and scope of work as outlined in the approved budget. Recipient shall not incur costs or obligate funds for any purpose pertaining this project beyond the period of performance.

**ARTICLE VII – REPORTS, OUTPUTS & OUTCOMES**

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

Period Begin Date	Period End Date	Report Due Date
March 1, 2024	September 30, 2024	October 31, 2024
October 1, 2024	March 31, 2025	April 30, 2025
March 1, 2025	August 30, 2025	October 31, 2025

**ARTICLE VIII - MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION**

- A. This Agreement may be modified at any time, prior to the expiration date, only by a written instrument executed by both parties. Modifications will be in writing and approved by the City of Sedalia. Additional conditions may be imposed by the City of Sedalia if it is determined that the Recipient is non-compliant to the terms and conditions of this agreement.

B. This project may be terminated in whole or in part as follows:

1. By the City of Sedalia if the Recipient fails to comply with the terms and conditions herein by sending written notification to the Recipient setting forth the reasons for such termination.
2. By the City of Sedalia for any other cause or no cause by sending written notification to the Recipient setting forth the reasons for such termination.
3. By the City of Sedalia with the consent of the Recipient, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated: or
4. By the Recipient upon sending to the City of Sedalia written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated.

C. If the City of Sedalia determines in the case of partial termination that the reduced or modified portion of the grant award will not accomplish the purposes for which the award was made, the City of Sedalia may terminate the grant award in its entirety.

D. This Grant Agreement is contingent upon the City of Sedalia's receipt of funds from the federal government in connection with the Paul Bruhn Historic Revitalization Subgrant Program. The City of Sedalia may terminate this Grant Agreement immediately upon notice that the federal government will not provide funds to the City of Sedalia in connection with the Paul Bruhn Historic Revitalization Subgrant Program.

E. In the event that performance is delayed by a natural disaster, pandemic, Act of God, war, insurrection, work stoppage, government order or directive, or other event or condition that is beyond the control of the parties, then further time for performance may be added to any date or deadline if authorized by the National Park Service, except that, in the event that the delay in performance shall continue for thirty (30) days, the City of Sedalia may, with the approval of the National Park Service, terminate this Agreement as of an effective date selected by the terminating party that is beyond the thirty (30) period of delay. In such event, the Parties shall equitably adjust payment and other terms and conditions as authorized by the National Park Service.

#### ARTICLE IX – HISTORIC PRESERVATION FUND SPECIAL CONDITIONS

A. City of Sedalia Responsibilities: The City of Sedalia is responsible for the following:

1. Review and approval of progress and final reporting to include compliance with 2 CFR 200.
2. Concurrence with Program Administrator of recipient plans and specification for compliance with the Secretary of the Interior's Standards for Rehabilitation.
3. Review and approval of project plans and specifications for compliance with Sections 106 (54 U.S.C. § 306108) and 110f (54 U.S.C. § 306107) of the National Historic Preservation Act.
4. Review and approval for compliance with the National Environmental Policy Act (NEPA).
5. Review and approval of project signage to notify the public of federal involvement.
6. Any other reviews as determined by the City of Sedalia based on program needs or financial/programmatic risk factors.

B. Eligible Costs: Eligible costs under this award are as described in this agreement and in the Historic Preservation Fund Grants Manual. For this program they include:

- a. Administrative costs necessary to complete and administer the grant requirements. Administrative costs may not exceed fifteen percent of the project budget.
- b. Costs to develop architectural/engineering plans and specifications. Such costs must be incurred during the grant period and may not exceed 20% of the total project cost.
- c. Rehabilitation of properties listed individually in the National Register of Historic Places and properties that contribute to historic districts listed in the National Register.

- d. Cost for production of the project sign.
- C. Project Sign: The Recipient shall erect a project sign at the development site meeting the size, material, sign placement and content specifications provided by the City of Sedalia. Photographs of the project sign in place must be submitted as part of the initial progress report. The project sign shall remain in place through project completion.
- D. Publicity & Press Releases: Press releases about this project must acknowledge the grant assistance provided by the Historic Preservation Fund and the National Park Service, and copies of the press releases must be provided to the Program Administrator one week prior to issuance. All publicity and press releases related to activities funded with this award should include the following statement:

“This project is supported by a grant from the Paul Bruhn Historic Revitalization Grants Program administered at the federal level by the Department of the Interior and the Historic Preservation Fund as administered by the National Park Service and by the City of Sedalia.”

- E. Consultants & Contractors: Consultant(s)/contractor(s) must have the requisite experience and training in historic preservation or relevant field to oversee the project work. All consultants and contractors must be competitively selected, and their qualifications forwarded to the Program Administrator for review of compliance with the Secretary of the Interior’s Professional Qualification Standards. Consultants and contractors must agree to comply fully with all applicable laws and regulations in the conduct of activities specified in this agreement. See Article X, Section B. 7. for additional information.
- F. Covenant Requirement: Recipient agrees to assume, after the completion of the project, the total cost of continued maintenance, repair, and administration of the grant-assisted property in a manner satisfactory to the Secretary of the Interior. As applicable, these obligations include reasonable measures for the protection of the property, including from vandalism or destruction, which may include, as appropriate, monitoring and coordination with local authorities regarding a response to imminent threats.

Accordingly, Recipient agrees to sign a Preservation Covenant with the City of Sedalia. The term of the covenant must run from the end date of this agreement for \_\_\_\_ years. The covenant must be executed by registering it with the deed of the property. A photocopy of the executed covenant, stamped registered with the deed, must be submitted to the Program Administrator prior to release of the final grant payment by the City of Sedalia.

G. City of Sedalia Review of Plans and Specifications for Project Work:

- 1. Prior to the commencement of any project work, Recipient agrees to submit the following documentation to the Program Administrator for review. Program Administrator will obtain State Historic Preservation Office and National Park Service approvals as necessary and provide documentation of approval to Recipient.
  - a. a site plan that has the north direction clearly marked;
  - b. plans and specifications for planned construction work to the building that will take place during the project period of this agreement or fall under review during the covenant period;
  - c. digital images of all exterior elevations of the building or site, with views identified and oriented and keyed to the site plan, as applicable;
  - d. interior photographs of all major rooms and those involved in the project, labeled and keyed to a floor plan;

- e. for National Historic Landmark Districts include overall views of the district from the project area.; and
  - f. any additional information as may be requested by the Program Administrator that will better enable a technical review of the project to be completed. This may include cut sheets and product samples.
2. The Recipient must submit documents for the entire undertaking to the Program Administrator. All work undertaken during the project period will be reviewed for conformance with the Secretary of the Interior's Standards for Rehabilitation and other applicable laws and standards prior to the beginning of grant-assisted work. Work that does not conform with the Standards and other applicable laws and standards in the judgement of the Program Administrator and National Park Service will not be reimbursed and may cause the grant to be terminated.
- H. Compliance with ADA and ABA: The use of federal funds to improve public buildings, to finance services or programs contained in public buildings, or alter any building or facility financed in whole or in part with Federal funds (except privately owned residential structures), requires compliance with the 1990 Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and the Architectural Barriers Act (ABA). Work done to alter the property must be in compliance with all applicable regulations and guidance.
- I. Unanticipated Discovery Protocols: If project work includes ground disturbance and cultural resources are discovered in the course of project work, Recipient agrees that at a minimum, its contractors will immediately stop construction in the vicinity of the affected historic resource and take reasonable measures to avoid and minimize harm to the resources until the State Historic Preservation Officer and/or Tribal Historic Preservation Officer (THPO), sub-Recipient or contractor, and Indian Tribes, as appropriate, have determined a suitable course of action within 15 calendar days.

With the express permission of the City of Sedalia, the Recipient or contractor may perform additional measures to secure the jobsite if the Recipient or contractor determines that unfinished work in the vicinity of the affected historic property would cause safety or security concerns.

## ARTICLE X - GENERAL & SPECIAL PROVISIONS

### A. General Provisions

1. The Recipient shall comply with all regulations and requirements incorporated into the Notice of Award, attached hereto as Exhibit A. The Recipient shall comply with all requests for documentation or information from the City of Sedalia in connection with the City's obligations to comply with the requirements of the Notice of Award and any other federal regulations or requirements.
2. The Recipient shall comply with the Department of Interior Standard Terms and Conditions and all work completed shall comply with the Secretary of Interior's Standards and Guidelines for Archaeology and Historic Preservation and as determined eligible in the National Historic Preservation Act (NHPA), 54 U.S.C 300.101 et. seq. and in the Historic Preservation Fund Manual. Recipient shall also comply with the Historic Preservation Grant Fund Manual, attached hereto as Exhibit B.
3. OMB Circulars and Other Regulations. The following Federal regulations are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>:

- a. Administrative Requirements: 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
  - b. Determination of Allowable Costs: 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E and Subpart F;
  - c. Code of Federal Regulations/Regulatory Requirements: [2 CFR Part 182 & 1401, "Government-wide Requirements for a Drug-Free Workplace"](#);
  - d. 2 CFR 180 & 1400, "Non-Procurement Debarment and Suspension," previously located at 43 CFR Part 42, "Governmentwide Debarment and Suspension (Non-Procurement)." Prior to entering contract, Recipient agrees to visit <https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf> to check whether contractors selected for this project are currently debarred prior to beginning work with such contractors.
  - e. [43 CFR 18, "New Restrictions on Lobbying"](#);
  - f. 2 CFR Part 175, ["Trafficking Victims Protection Act of 2000"](#).
  - g. FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions.
4. Non-Discrimination. All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
  5. Lobbying Prohibition. 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002. No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.
  6. Anti-Deficiency Act. Pursuant to 31 U.S.C. Section 1341 nothing contained in this Agreement shall be construed as binding the National Part Service to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
  7. Non-Appropriation. Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth herein as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for

this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party.

8. Buy American Act. Pursuant to Section 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, Buy American Requirements for Assistance Programs. In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this Act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.
9. Per Executive Order 13858, entitled "Strengthening Buy-American Preferences for Infrastructure Projects" the Recipient shall maximize, consistent with law, the use of iron and steel goods, products, and materials produced in the United States, for infrastructure projects as defined by the Executive Order when the scope of work includes alteration, construction, conversion, demolition, extension, improvement, maintenance, reconstruction, rehabilitation, or repair.
10. Minority Business Enterprise Development. Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. The City of Sedalia is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order. See Article X for additional information.
11. Assignment. No part of this Agreement shall be assigned to any other party without prior written approval of the City of Sedalia Program Administrator.
12. Member of Congress. Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
13. Agency. The Recipient is not an agent or representative of the United States, the Department of the Interior, the City of Sedalia, the National Park Service, nor will the Recipient represent itself as such to third parties. National Park Service and City of Sedalia employees are not agents of the Recipient and will not act on behalf of the Recipient.
14. Non-Exclusive Agreement. This Agreement in no way restricts the Recipient or the City of Sedalia from entering into similar agreements or participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
15. Survival. Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement shall survive expiration or termination of this Agreement.
16. Partial Invalidity. If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
17. Captions and Headings. The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.
18. Relationship of Parties. This Agreement is not intended to and shall not be construed to create an

employment relationship, partnership or joint venture between the City of Sedalia and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government or the City of Sedalia.

19. No Third-Party Rights. This Agreement creates enforceable obligations between the City of Sedalia and Recipient. Except as expressly provided herein, and related to project oversight by the City of Sedalia, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.
20. Program Income. If the Recipient earns program income, as defined in 2 CFR §200.80, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (2 CFR §200.305 (5)). As allowed under 2 CFR §200.307, program income may be added to the Federal award by the Federal agency and the Recipient. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.
21. Conflicts of Interest. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
  - a. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
  - b. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.
  - c. Notification. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the City of Sedalia in accordance with 2 CFR 200.112, Conflicts of interest.
  - d. Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the City of Sedalia in writing of any conflicts of interest that may arise during the life of the award.
  - e. Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the federal government or the City of Sedalia may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).
22. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.

## B. Special Provisions



1. Public Information and Endorsements

a. Recipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies the City of Sedalia, governmental, departmental, bureau, or government employee endorsement of a business, product, service, or position which the Recipient represents. No release of information relating to this award may state or imply that the Government or City of Sedalia approves of the Recipient's work products or considers the Recipient's work product to be superior to other products or services.

2. Recipient must obtain prior approval of Program Administrator for any public information releases concerning this award which refer to the U.S. Department of the Interior or the National Park Service or any bureau or employee (by name or title).

3. The Recipient hereby grants to the City of Sedalia a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction, or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees, or any individual or concern specifically employed or assigned to originate and prepare such material.

4. Retention and Access Requirements for Records. All Recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 CFR Part 200.333-200.337, generally for three years following receipt of the final grant payment.

5. Audit Requirements

a. Recipients that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and 2 CFR Part 200, Subpart F.

b. Recipients that expend less than \$750,000 during a fiscal year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, General Accounting Office (GAO) and the City of Sedalia.

c. The Recipient hereby agrees to provide the City of Sedalia with all documentation requested by the City of Sedalia to comply with audit requirements as imposed by the federal government in connection with this Grant Agreement. The Recipient hereby agrees to permit and require its subcontractors to permit the City of Sedalia to inspect all work, materials, payrolls, invoices, and other data, and to audit the books, records, and accounts of the subrecipient and its subcontracts pertaining to the use of funds made available under this Agreement. Recipient shall maintain records in a manner that allows the City to conduct such actions.

6. Procurement Procedures. It is a national policy to place a fair share of purchases with minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness. Positive efforts shall be made by recipients and any contractors and consultants to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:

a. Ensure that small businesses, minority-owned firms, and women's business enterprises are used

to the fullest extent practicable.

- b. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
  - c. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
  - d. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
  - e. Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.
  - f. All procurement transactions, without regard to dollar value, shall be conducted in a manner that provides maximum open and free competition. The Recipient shall use its own procurement procedures that reflect applicable State and local laws and regulations. The City of Sedalia, shall review all Requests for Proposals, Invitations to Bid, and/or price quotation documents prior to issuance to ensure that the scope of work meets applicable Secretary of the Interior's Standards. In addition to maintaining acceptable financial records, the Recipient shall maintain records sufficient to detail the history of any procurement and award.
7. Subcontracts. The Recipient may subcontract for the performance of the services and activities herein prescribed. The Recipient should not execute any subcontract until this Grant Agreement, against which costs will be charged, has been executed between the Recipient and the City of Sedalia. Any contract or agreement prepared by the Recipient shall be submitted to Program Administrator for review and approval prior to execution. Recipient agrees that subcontracts will not be altered or amended without written approval from Program Administrator. The execution of subcontracts shall not alter or modify the obligations of the Recipient hereunder.

The Recipient shall not enter into any subcontract wherein the consideration for work or material there under is based upon the "cost-plus-a-percentage-of-cost" or "cost-plus" method. A copy of each executed subcontract entered into for project work shall be forwarded to the Program Administrator upon execution of the subcontract.

8. Consultant Services. The use of individual consultant services as part of the grant project, funded either by the Federal share or matching share, shall be documented in the following manner: evidence is to be shown that the fee is appropriate considering the qualifications of the consultant, his/her normal charges and the nature of the services to be provided. No person employed as a consultant, or by a firm providing consultant services, shall receive more than a reasonable rate of compensation for personal services paid with federal funds, or when such services are contributed as matching share. This rate shall not exceed the maximum daily rate of compensation in the Federal Civil Service equal to 120 percent of a GS-15, step 10 salary. Written agreements between the parties shall be executed detailing the responsibilities, standards, and fees. The services of a consultant shall be procured per Section 13 and shall be subject to the provisions of section 14 governing subcontracts. Federal contracting and procurement guidance can be found in 2 CFR 200.317 through 2 CFR 200.327. Maximum rates charged to this grant may not exceed 120% of a Federal Civil Service GS- 15, step 10 salary per project location. Current regional salary tables can be found on the Office of Personnel and Management website: <https://www.opm.gov/policy->

[data-oversight/pay-leave/salaries-wages/](#).

9. Professional Qualifications of Principal Project Personnel. Principal project personnel must meet appropriate professional qualification standards as published in the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation, 48 CFR 44716, incorporated herein, by reference. Principal project personnel may be Recipient staff or a hired consultant or contractor. A copy of personnel's qualifications shall be provided to Program Administrator upon execution of the Grant Agreement or with the contract if a consultant is being hired.
10. Professional Services. Recipients shall negotiate contracts for architectural, engineering, and land surveying services on the basis of demonstrated competence and qualifications for the type of services required and at fair and reasonable prices.
11. Permits. Recipient agrees to obtain any permits, certificates of appropriateness or other permissions as necessary for the performance of the project work. Nothing in this Agreement shall abrogate the Recipient's requirement to obtain permits and approvals for work to be performed.
12. Prohibition on Text Messaging while Driving. In keeping with Executive Order 13513, text messaging while driving as part of business related to this grant award is strongly discouraged.
13. Trafficking in Persons. This term of award is pursuant to paragraph (g) of Section 106 of the Trafficking Victims Protections Act of 2000, as amended (2 CFR §175.15).
14. Minimum Wages Under Executive Order 13658 (January 2015): In accordance with Executive Order 131658, the minimum wage that must be paid under any contract or subcontract awarded pursuant to this agreement is \$10.80 per hour, which must be adjusted annually during the term of this agreement to meet the Secretary of Labor's annual E.O. minimum wage agreement.
15. State Immigration Statutes. As a condition for the award of this Agreement, the Recipient shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the work. The Recipient shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the work. The Recipient shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year.
16. Indemnification. To the fullest extent permitted by law, the Recipient agrees to defend with counsel selected by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from this Agreement, including claims related to the grant of funds under the terms of this Agreement. Upon completion of the work, the Recipient does hereby release and discharge the City from any and all claims, liabilities, demands, suits, or causes of action for damages, expenses, attorneys fees, or any other type of relief arising out of the care, maintenance, operation, and control of the activities and work performed and funded by the grant.
17. Federal Requirements. The Recipient hereby acknowledges that it is subject to 2 CFR 200.1 Subaward; 2 CFR 200.101 Applicability; and 2 CFR 200.331 Requirements for Pass-Through Entities.

ARTICLE X – SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

FOR THE RECIPIENT

CITY OF SEDALIA

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT A**  
**NOTICE OF AWARD**

**Exhibit B**  
Historic Revitalization Grant Program Manual

## **Exhibit C**

### Requirement for Project Sign & Public Notification

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

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

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

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

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