



City Council Meeting Agenda
Monday, April 15, 2024 – 6:30 p.m.
City Hall, 200 South Osage, Sedalia MO

MAYOR: ANDREW L. DAWSON

MAYOR PRO-TEM: RHIANNON M. FOSTER

- A. CALL TO ORDER** – Andrew L. Dawson – Council Chambers
- B. PRAYER & PLEDGE OF ALLEGIANCE**
- C. ROLL CALL**
- D. RETIREMENT AWARDS**
 - 1. Donald Ramey – Service Tech – Water Department – 40 Years and 2 Months of service
- E. SPECIAL AWARDS**
 - 1. DARE Car Show Check Presentation
 - 2. Sedalia Police Department – Badge Pinnings
- F. SERVICE AWARDS** – None.
- I. APPROVAL OF PREVIOUS SESSION MINUTES**
 - A.** Council Meeting – April 1, 2024
 - B.** Special Council Meeting – April 5, 2024
- II. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES**
 - A.** Acceptance of Citizens Traffic Advisory Commission minutes dated March 13, 2024.
- ROLL CALL OF STANDING COMMITTEES**
- III. A. FINANCE / ADMINISTRATION** – Chairman Chris Marshall; Vice Chairman Jack Robinson
 - 1. Presentation – Introduction of Boy’s and Girl’s Club CEO and Capital Campaign Project Overview. (Brooke Wilkens, CEO and Barry Henderson, Presenters)
 - 2. Presentation – Financial Update (Jessica Pyle, Presenter)
 - 3. Deed Acceptance – 1920 South Missouri – Sedalia Lions Club Mini Park #2 Project
Council Discussion led by Chairman Marshall
 - Call for Ordinance approving and accepting a deed for the transfer of property commonly known as 1920 South Missouri Avenue from Josefina D. Moore and Michael T. Moore to the City of Sedalia, Missouri in relation to the Sedalia Lions Club Mini Park #2 Project – Mayor Dawson
- B. PUBLIC WORKS** – Chairman Thomas Oldham; Vice Chairman Chris Marshall
 - 1. Presentation – Safe Streets 4 All (SS4A) Progress
 - 2. Sales agreement – Foley Equipment – Purchase of Skid Steer, Brush Cutter & Forestry Mulcher – Street Dept - \$92,650.00 for Skid Steer & a total of \$53,050.00 for attachments
Council Discussion led by Chairman Oldham
 - Call for Ordinance Authorizing a Sales Agreement for the purchase of a Skid Steer, Mulcher and Rotary Brush cutter for the Street Department – Mayor Dawson

3. Vehicle Purchase Authorization – WPC – Missouri State Highway Patrol - \$25,500.00

Council Discussion led by Chairman Oldham

- Call for Ordinance Authorizing a Vehicle sales invoice for the Water Pollution Control Department – Mayor Dawson

C. **PUBLIC SAFETY** - Chairman Jack Robinson; Vice Chairman Steve Bloess

1. **Presentation**: Northside Satellite Station/Washington Street Bridge repair

2. Bid – (2) Police Vehicles - \$86,154.00 – WK Chevrolet

Council Discussion led by Chairman Robinson

- Call for Ordinance authorizing the acceptance of a bid for the purchase of vehicles for the Sedalia Police Department – Mayor Dawson

3. Acceptance of HERO Grant – Fire Department – \$7,867.50

Council Discussion led by Chairman Robinson

- Call for Ordinance Approving and Accepting a HERO Fund USA Grant Agreement - Mayor Dawson

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

IV. **OTHER BUSINESS**

A. **APPOINTMENTS** – None

B. **LIQUOR LICENSES**

Renewals:

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

*Cathy Geotz dba Break Time #3084, 318 West Broadway, Sunday Sales - \$300.00

*Cathy Geotz dba Break Time #3083, 808 East Broadway, Sunday Sales - \$300.00

*Cathy Geotz dba Break Time #3079, 2801 West Broadway, Sunday Sales - \$300.00

V. **ADJOURN SINE DIE**

VI. **SWEARING IN NEWLY ELECTED OFFICIALS**

VII. **ELECTION OF MAYOR PRO TEM**

VIII. **SELECTION AND ANNOUNCEMENT OF COMMITTEE ASSIGNMENTS**

IX. **NEW BUSINESS**

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

XI. **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.”

XII. **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) 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

XIII. ADJOURN MEETING

A. Motion and second to adjourn meeting

Please join in a reception immediately following the Council Meeting to recognize newly seated officials.

Please join the meeting by clicking or touching this link from your smartphone, computer, tablet, or iPad:
<https://global.gotomeeting.com/join/578973061>

If this is the **first time** you have joined a GoToMeeting you will be asked to identify yourself. Please fill in this information. If you would like, and we suggest you do, go ahead and set your preferences to make it easier to join next time. If you are new to GoToMeeting? We suggest to get the app through the following link:
<https://global.gotomeeting.com/install/578973061> This will make joining these meetings quick and easy.

Once you have followed the link above and identified yourself you will be given options for how you want to join in with **audio**.

For **smartphones**: tap on one of the phone numbers and it will dial the phone and the meeting numbers.

For **other devices**: use the feature of call me. The phone audio will be much better than through your computer. This should come up if you have your preferences set up to show it. If it does not, in the upper right hand corner of the GoToMeeting screen you will see an icon that looks like a gear. Click on the gear and then look for "Phone" and if it is not highlighted click on it. One of the options should be to call me. Put the phone number you want to be called on (direct dial) into the box provided and then click the "Call Me" button. Once the system calls you, you will be asked to hit pound.

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.

(For supported devices, tap a one-touch number below to join instantly.)

United States (Toll Free): 1 866 899 4679

- One-touch: <tel:+18668994679,,578973061#>

United States: +1 (669) 224-3318

- One-touch: <tel:+16692243318,,578973061#>

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 APRIL 12, 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 
Re: Agenda items for City Council meeting on Monday, April 15, 2024, 6:30 p.m.

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

1. The Boy's and Girl's Club has hired a new Chief Executive Officer (CEO) and would like to be introduced to the Mayor and Council. Interim CEO Barry Henderson will introduce Brooke Wilkens as their new CEO. Also, they would like to provide an update on their capital project.
2. Jessica Pyle, Finance Director, will provide an update on the major revenue sources collections and the trends.
3. The Sedalia Lions Club is working to bring the community another mini park along the Katy Trail. Josefina and Michael Moore own a lot at the intersection of South Missouri and West 20th Street that backs up to the Katy Trail. Mr. and Mrs. Moore would like to donate the land for this purpose and the Lions Club has organized volunteers to install amenities and provide ongoing maintenance. However, the Lions Club does not have a structure that lends itself well to owning real estate. Therefore, they request that the City accept the donation of the land for the purposes of a mini park to accentuate the trail crossing through this area of Sedalia. The Lions Club is a very active club and has partnered with the City on several successful projects for the community's betterment. Staff has great confidence in the club's ability to manage this project and keep it maintained, so with this confidence and gratitude recommends acceptance of the donation from Josefina and Michael Moore.

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

1. The City was successful in obtaining a grant through the Federal Department of Transportation (DOT) under the Safe Streets For All (SS4A) program. Staff has engaged traffic engineers to conduct and coordinate a process of identifying problems and designing solutions. As this process moves forward, there will be a lot of information gathering and solicitation of public engagement. As we move into those phases of the project, we thought it would be good to provide an update on progress so far, as well as, a preview of what is coming.
2. As presented in the strategic plan, and ultimately approved in the adopted budget, there is a need for a Skid Steer along with some additional attachments. The Brush Cutter and Forestry Mulcher attachments will allow City crews to more efficiently and effectively maintain the right of ways and other City properties. Staff has sourced these pieces of equipment under a governmental purchasing agreement through the local dealer. All items came within the budgeted amount, and staff recommends approval.
3. As included in the adopted budget, the Water Pollution Control (WPC) Department needs to replace a van and small truck used by operators to check plants and collect samples. Both of

these vehicles are in poor condition, unreliable, and the cost of repairs would exceed their value. The replacement was budgeted as a used pickup truck and estimated to be \$30,000. Staff has located a heavy duty pickup available from the Missouri State Highway Patrol surplus property for \$25,500. Staff recommends approval of the purchase.

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

1. As continued follow-up from the last couple Council meetings about potential locations of fire stations and the challenges of the Washington Street Bridge being out of service, Chief Irwin will provide an update.
2. In getting back on schedule of routine replacements of police patrol vehicles as they wear out, included in the adopted budget are two new Dodge Durangos. Anticipating the model year ordering window opening, staff solicited bids and received only one bid from the local dealer. This bid is within the budgeted amount, and staff recommends approval of the purchase of two Dodge Durangos, designed specifically for patrol vehicles, from the W-K family of dealerships at a total cost of \$86,154.00.
3. As presented in the strategic plan, Chief Irwin proposed and Council approved adding ballistic vests and helmets for our firefighter / emergency medical technicians (EMT) personnel. This equipment would provide added safety for these emergency responders in the event of responding to active shooter type events. Chief Irwin also applied for and was successful in obtaining a grant to offset a portion of the cost of the equipment. Staff recommends acceptance of the \$7,867.50 grant.

Community Development Committee – There are no items for consideration through the Community Development Committee.



CITY OF SEDALIA, MISSOURI
CITY COUNCIL MEETING
APRIL 1, 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

The Council of the City of Sedalia, Missouri duly met on April 1, 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 (Present), Name, Status (Present). Rows include Jack Robinson, Thomas Oldham, Chris Marshall, Tina Boggess, Bob Hiller, Bob Cross, Rhiannon Foster, and Steve Bloess.

Public Hearing – Ozark Music Festival Site as Historic Landmark

Mayor Dawson opened the public hearing at 6:32 p.m. The purpose of the public hearing is to consider the designation of the Ozark Music Festival site as a historic landmark.

Community Development Director John Simmons stated that as part of the 50-year anniversary of the Ozark Music Festival, a request was made to have the original site for the festival nominated as a historic landmark. The Sedalia Historic Preservation Commission along with Staff reviewed the background and recommend that the site meets the criteria. The site is significant as the festival was the last major summer rock and roll music festival held for decades. The poorly organized and ill-equipped festival was also a turning point in festival development with the Missouri Legislature enacting statues and provisions to reduce the risk of future events in Missouri communities. The 1974 music festival drew an estimated 160,000 – 350,000 attendees at Wolfman Jack’s invitation. The festival is not only a vivid memory to Sedalia residents, but also piques the interest of national and international audiences while displaying the generation differences that mark the cultural transition of the era.

Steve Bloess, 607 West 26th, stated that he agrees with the designation of the site as a historic landmark, but has concerns about the wording on the plaque. Mr. Bloess asked for Dr. AJ Campbell’s name to be mentioned on a plaque because he worked hard for 3 days to keep people alive during the event.

Bob Hiller, 1821 South Ohio, stated that in 1974 he lived in Kansas City and was driving to the festival on 65 Highway and traffic was so bad he had to go back home.

David Covington, 2601 East 12th, stated that he moved to Sedalia recently and is a part of the community now, but disagrees with the wording on the plaque.

With no further public comments, the public hearing closed at 6:50 p.m.

SERVICE AWARDS:

5-year Pin/Certificate – Steven Moon - Maintenance Supervisor – Park

RETIREMENT/SPECIAL AWARDS: None

MINUTES: The Council Meeting minutes of March 18, 2024 were approved on motion by Foster, seconded by Marshall. All in favor, except Oldham who abstained.

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES: None

ROLL CALL OF STANDING COMMITTEES:

PUBLIC SAFETY – Chairman Jack Robinson; Vice Chairman Steve Bloess

Presentation: Fire Station Location Analysis and Emergency Response

Fire Chief Matt Irwin presented information regarding Fire Station options and Emergency Response during the Washington Street Bridge being out of service.

Options:

- **Option 1:** Move forward with rebuilding Central Fire in current location - Pros: No additional cost in staffing, no additional apparatus costs, single station construction costs- \$5,000,000.00, no land acquisition costs, quality coverage while still allowing us to adjust to growth in any direction; Cons: potential for need to reroute responses North if a train is present, portions of South, Southwest, West, Northwest, and Airport are outside average estimated 4-minute response time.
- **Option 2:** Move forward with 2-station model with new station constructed North of the railroad - Pros: No additional cost in staffing, no additional apparatus costs, Single station construction costs - \$5,000,000.00, Improved response times to Northern portion of the community, reduction in potential issues responding North of the railroad due to train traffic (does not eliminate them); Cons: potential land acquisition costs, potential for the need to reroute responses South if a train is present, increased response times to areas South and East, station and apparatus would still be responsible for all calls East of Grand.
- **Option 3:** Move forward with finding suitable locations to move to 3-station model with new stations constructed North and South East - Pros: Improved response times to all areas of the community, Reduction in potential issues responding to all areas of the community due to train traffic, additional personnel improve fire protection/safety/more calls for service, reduces potential catastrophic loss of all stations & equipment in a natural disaster. Cons: potential for multiple land acquisition costs, additional 12-member staffing costs - \$1,200,000.00 & increasing annually, additional apparatus costs -\$1,000,000.00, dual station construction costs - \$10,000,000.00.
- **Option 4:** Do nothing and remain utilizing current Central Station - Pros: no cost in design, construction, or staffing for new stations or apparatus, allows more time to make decisions on models and locations, allows more time for multiple projects and additional prospects of growth to materialize, allows for more capital expenses to be allocated toward other city projects. Cons: Everything costs more tomorrow than today, significant dollars in waste making continuously increasing repairs to Central.

Temporary housing – North Satellite Station:

Monthly Rental \$4,000.00, delivery \$19,750.00, installation \$12,600.00, dismantle \$11,300.00, return transportation \$19,750.00. Rental rate based on a 12 – month minimum commitment, connections to utilities (power, water, sewer) currently excluded, all permits (Building and Development) currently excluded, all applicable taxes extra and all equipment is subject to availability at time or order.

Building Options – Truck Housing – North Satellite Station:

- 40'x72'x16' non-insulated - \$58,460.00; need overhead doors/openers, electric/water/gas, heaters, exhaust system, lighting.
- 50x100 metal building insulated - \$93,427.50; doesn't include lighting, heating, electric, water/gas, venting for exhaust, overhead doors/openers.
- 100x150 metal building insulated - \$349,248.75; doesn't include lighting, heating, electric, water/gas, venting for exhaust, overhead doors/openers.

Fire Chief Matt Irwin stated that the Safer Grant, if approved, would provide the City 3 years of free salary for firefighters. City Administrator Kelvin Shaw stated the engineer is going to come back with 3 options to fix the Washington Street Bridge. The first is a quick fix, second is complete repair, and third is an intermediate repair. Another option is to build a second bridge in a different location.

Councilwoman Boggess asked which option is the quickest and City Administrator Kelvin Shaw stated that building a satellite station would be the quickest. Councilman Bloess asked if the engineer could explain what the quick fix would be for the bridge and what would it cost. City Administrator Shaw stated that he will get together with the engineer and have a plan for the next Council Meeting on April 15, 2024. Motion by Marshall, seconded by Boggess to do a presentation at the April 15, 2024 Council Meeting to place a satellite station on the North side or do a quick fix to the Washington Street Bridge. All in favor.

- Motion by Oldham, seconded by Robinson to approve a records destruction request from the Police Department. All in favor.

FINANCE & ADMINISTRATION – Chairman Chris Marshall; Vice Chairman Jack Robinson – No Report.

PUBLIC WORKS – Chairman Thomas Oldham; Vice Chairman Chris Marshall

- The City was awarded a grant to connect the Katy Trail at the Depot to Liberty Park. Due to the number and complexity of current projects, staff was granted a 1 – year extension on the timeline.

BILL NO. 2024-47, ORDINANCE NO. 12005 – AN ORDINANCE AUTHORIZING A SUPPLEMENTAL AGREEMENT FOR THE KATY DEPOT – LIBERTY PARK CONNECT SEDALIA PROJECT was read once by title. 2nd Reading – Motion by Oldham, 2nd by Bloess. All in favor.

Final Passage – Motion by Oldham, 2nd by Marshall. All in favor.

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

- Change order Number 1 with Engineering Surveys and Services in the amount of \$6,000.00 is for small sanitary sewer project A to extend sanitary sewer to WireCo.

BILL NO. 2024-48, ORDINANCE NO. 12006 – AN ORDINANCE AUTHORIZING CHANGE ORDER NUMBER 1 FOR SMALL SANITARY SEWER PROJECT A was read once by title.

2nd Reading – Motion by Bloess, 2nd by Oldham. All in favor.

Final Passage – Motion by Marshall, 2nd by Oldham. 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 small sanitary sewer project A to extend sanitary sewer to WireCO, staff negotiated permanent and temporary easements from Pettis County.

BILL NO. 2024-49, ORDINANCE NO. 12007 – AN ORDINANCE APPROVING AND ACCEPTING TWO PERMANENT EASEMENTS AND ONE TEMPORARY EASEMENT RELATING TO SMALL SANITARY SEWER PROJECT A was read once by title.

2nd Reading – Motion by Oldham, 2nd by Foster. All in favor.

Final Passage – Motion by Oldham, 2nd by Foster. All in favor.

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

- The Cemetery operations has experienced difficulties over the last few years in securing adequate seasonal staff for weed eating. Cemetery Director Roger Waters sought bids and negotiated with a firm that provides lawn care services.

Motion by Oldham, seconded by Marshall to award the bid for weed eating services for Crown Hill and Calvary cemeteries to Rubio Lawn Care and Tree Services LLC - \$4,500.00/weed eating. All in favor.

- The City requires any properties outside the City limits requesting to connect to City Water to enter into an agreement at such time the property becomes contiguous. Serhii and Susanna Shenderuk own property at 5940 West 32nd Street and wish to connect to City water.

BILL NO. 2024-50, ORDINANCE NO. 12008 – AN ORDINANCE AUTHORIZING AN ANNEXATION AND UTILITY SERVICES AGREEMENT FOR CONNECTION OF PROPERTY LOCATED AT 5940 WEST 32ND STREET TO THE CITY OF SEDALIA’S WATER DISTRIBUTION SYSTEM was read once by title.

2nd Reading – Motion by Oldham, 2nd by Marshall. All in favor.

Final Passage – Motion by Oldham, 2nd by Bloess. All in favor.

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

- Several properties used in City utilities and Rail Spur are suitable for hay production. Staff solicited bids and recommends award to the highest best bidder for each location totaling \$16,041.44 for 3-year agreements.

BILL NO. 2024-51, ORDINANCE NO. 12009 – AN ORDINANCE AUTHORIZING A LEASE AGREEMENT FOR HAY PRODUCTION ON PROPERTY AT THE NORTH AND CENTRAL SEWER PLANTS (Joshua Stevenson) was read once by title.

2nd Reading – Motion by Oldham, 2nd by Marshall. All in favor.

Final Passage – Motion by Oldham, 2nd by Foster. All in favor.

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

BILL NO. 2024-52, ORDINANCE NO. 12010 – AN ORDINANCE AUTHORIZING A LEASE AGREEMENT FOR HAY PRODUCTION ON WATER DEPARTMENT PROPERTY LOCATED AT 28200 WATER WORKS ROAD (Zimmer Farms, LLC) was read once by title.

2nd Reading – Motion by Oldham, 2nd by Foster. All in favor.

Final Passage – Motion by Oldham, 2nd 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. 2024-53, ORDINANCE NO. 12011 – AN ORDINANCE AUTHORIZING A LEASE AGREEMENT FOR HAY PRODUCTION ON CITY-OWNED RAIL SPUR PROPERTY (David Murray) was read once by title.

2nd Reading – Motion by Oldham, 2nd by Marshall. All in favor.

Final Passage – Motion by Oldham, 2nd by Marshall. All in favor.

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

BILL NO. 2024-54, ORDINANCE NO. 12012 – AN ORDINANCE AUTHORIZING A LEASE AGREEMENT FOR HAY PRODUCTION ON PROPERTIES AT THE ANIMAL SHELTER, SPRINGFORK LAKE AND OLD CITY LANDFILL (Craig Cattle Farms) was read once by title.

2nd Reading – Motion by Oldham, 2nd by Marshall. All in favor.

Final Passage – Motion by Oldham, 2nd by Marshall. All in favor.

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

- The City was awarded a grant from the Missouri Department of Natural Resources for several storm water improvement projects. The financial assistance agreement has been received outlining the requirements of the grant. Total of \$1,324,792.80 (\$662,396.40 Federal Award and City Match \$662,396.40).

BILL NO. 2024-55, ORDINANCE NO. 12013 – AN ORDINANCE AUTHORIZING A FINANCIAL ASSISTANCE AGREEMENT FOR STORMWATER IMPROVEMENT PROJECTS was read once by title.

2nd Reading – Motion by Oldham, 2nd by Robinson. All in favor.

Final Passage – Motion by Foster, 2nd by Oldham. All in favor.

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

- The City is under an Abatement Order on Consent with Missouri Department of Natural Resources to bring the City's sewer treatment plants into compliance especially the North and Central plants. Due to the size and complexity of the project, staff recommends using an Owners Agent to represent the City's best interest. Staff reviewed qualifications of several firms and determined that HDR Engineering, Inc. was the most qualified. Cost \$77,902.00.

BILL NO. 2024-56, ORDINANCE NO. 12014 – AN ORDINANCE AUTHORIZING AN AGREEMENT FOR PROFESSIONAL SERVICES FOR WASTEWATER TREATMENT PLANT IMPROVEMENTS was read once by title.

2nd Reading – Motion by Oldham, 2nd by Foster. All in favor.

Final Passage – Motion by Foster, 2nd by Oldham. 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

- The Resolution supports the nomination of the Ozark Music Festival site as a historic landmark.

RESOLUTION NO. 2085 – A RESOLUTION NOMINATING THE SITE OF THE OZARK MUSIC FESTIVAL AS A HISTORIC LANDMARK was read once by title and approved on motion by Oldham, seconded by Foster. All in favor.

- The subrecipient award agreement template for the Paul Bruhn Historic Revitalization Grant was approved at the March 18, 2024 meeting. Using this template, staff is working individually with property owners identified as a successful applicant. An agreement was negotiated with John Kehde to fund the project submitted for roofing repair and replacement on the 708-710 South Ohio properties. The total project is estimated to be \$68,666.74, with the grant covering \$52,874.16 and the owner covering the balance of \$15,793.58.

BILL NO. 2024-57, ORDINANCE NO. 12015 – AN ORDINANCE AUTHORIZING A PAUL BRUHN GRANT SUB-RECIPIENT GRANT AGREEMENT FOR REPAIR AND REPLACEMENT OF ROOFING AT 708 SOUTH OHIO AND 710 SOUTH OHIO was read once by title.

2nd Reading – Motion by Oldham, 2nd by Foster. All in favor.
Final Passage – Motion by Oldham, 2nd by Foster. All in favor.
Roll Call Vote: Voting “Yes” were Robinson, Oldham, Marshall, Boggess, Hiller, Cross, Foster and Bloess.
No one voted “No”.

APPOINTMENTS:

Presentation: Sedalia Police Strategic Plan 2024

Interim Chief of Police David Woolery presented his 2024 Strategic Plan for the Sedalia Police Department.

The Sedalia Police Department consists of 46 sworn officers, 9 civilian personnel, 3 Bureaus and several ancillary units. Officers respond to over 32,000 calls for service a year with over 7,000 traffic stops and 1,800 arrests. Core values are Honesty, integrity, service, teamwork, diversity and pride.

Uniform Operations Bureau – Responsible for patrol functions; comprised of uniformed officers in clearly marked vehicles assigned to jurisdictional areas within City limits; officers identify community needs, provide support, guidelines, respond to calls for service, act as a deterrent to crime, enforce state and local laws and respond to emergencies 24/7. Consists of 4 squads working 12 hour shifts under a Patrol Commander whose primary responsibility is general management, leadership, direction and control. Sergeants and Corporals provide additional layers of management and direction. Additional units include: Traffic/DWI Unit, Drone Unit, K9 Unit and Bike Unit.

Criminal Investigations Bureau - Investigate crimes thoroughly, evaluate and prepare criminal cases for appropriate clearance or submission to prosecutor; Consists of 2 units which are Latent Investigation Unit and Crime Resolution Unit. Additional units include: Crime Scene Investigation, Evidence Unit, DARE Unit and School Resource Officer.

Operations Support Bureau – Responsible for sustaining Department function; responsible for maintenance of all Police Department facilities; procures equipment; coordinates training. Additional units include: Records, Training Unit, Special Response Team, Community Support Officer and Technical Support Services.

Department Culture is a pattern of shared experiences members have learned to solve internal and external changes. Upon successful completion, members teach others how to perceive things, feel and behave. The challenge in policy is establishing a positive culture. This can be done through training, evaluation and consistent accountability. Branding core values into culture is a Department goal moving forward.

Over the last 5 years, leadership has worked on officer development through a “lead-by-example” methodology where officers see supervisors and command staff as coaches and mentors. The Department will continue with training through active engagement and practical learning rather than a primary focus on web-based learning.

First line supervisors are Corporals and Sergeants, with Sergeants spearheading management and responsible for ensuring decisions, policies and initiatives from command level are implemented on the shift level and Corporals focused on field operations and assisting Sergeants with supervision, direction and discipline of shift personnel.

The Department currently has 3 Commanders with the intention of promoting a fourth. Commanders contribute in dealing with all citizen complains and special requests from the public, assist with staffing issues, hiring process, discipline, termination process, and solving problems that arise in the workplace. Over the last 5 years, there has been a strong focus by the Command Staff to build the training unit. The department currently has over 20 certified training officers that have written POST certified classes to train the rest of the agency in core police skills. Core courses include defensive tactics, firearms, crisis intervention, investigative skills, taser, pepper spray, emergency vehicle operations, Narcan and civil unrest. In-service training is conducted every spring and fall and each session is approximately 24 hours. Every year each officer receives over twice the required amount of training required by the state.

New Initiatives- Field Mobile Software, Public Safety Analytics, Data Collect Mobile, License Plate Readers.

The City of Sedalia is growing and expanding in both industry, population and area. The agency size must grow to meet the demands of a growing population. Recruiting quality candidates is a primary focus and to manage this task, the department will start an Officer Recruitment Unit who are willing to seek out prospective new officers and start an application process immediately. While it is important to recruit new officers, retention is important. These officers are already fully trained and have demonstrated an ability to make good decisions in stressful situations. Keeping these employees is instrumental in running an effective agency.

The City offers an employee assistance program that hasn't been a good fit for law enforcement. The department has worked with Human Resources to get funding for psychologists that specialize in treating emergency services personnel and their families. The department is looking at ways to offer less formal assistance and are currently working with the Missouri Crisis Intervention Team to access the Cordico Wellness Application. If officers don't want the care level offered by the Application, other resources for self-assessment are available (i.e. videos, articles). Interim Chief Woolery is also contracting with Dawn Morris, Johnson County Sheriff's Department Wellness Coordinator, to conduct wellness checks on all commissioned officers.

Motion by Oldham, seconded by Foster to Appoint David Woolery as Chief of Police. All in favor.

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

* Angela Lee dba Casey's General Store #4277, 1101 North Limit, Packaged Liquor & Sunday Sales

* Nicole Walker dba Broadway Liquor & Smokes, 2610 West Broadway, Packaged Liquor & Sunday Sales

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:

City Administrator Kelvin Shaw addressed concerns on the following topics voiced by citizens during Good and Welfare at the March 18, 2024 Council Meeting:

1. No Tornado Shelter on North Side – Shelters are managed by Pettis County; concern passed on to County Commission; Presiding Commissioner has met with individual and believes issue has been resolved.
2. North Side Fire Station with bridge closed – City will continue to look for solution for emergency responders to have access to North Side; safety is main concern.
3. Businesses not wanting to work in City – City has heard concerns and will follow up with specifics; some incidents found where response wasn't within keeping of good customer service

- and working to correct; Council and staff committed to ensuring staff work within framework and improve; would like to meet with individuals.
4. Budget and Proposed Sales Tax FY 2025 – Budget process starts with department strategic plan presentations; In October staff lay out basis for overall planning session in January; During session Council sets priorities and staff considers proposed budget; department proposals reviewed with Mayor, Finance Director and City Administration; results and major items presented to Council at regular meeting and work sessions February through March; Sales Tax estimated 4% over projected current year; presented February 21, 2024 and links are available on City website.
 5. FY 2024 Budget Amendment – To have accurate picture of what is disclosed, need to be aware of background and details; have to have appropriation; expenditures may be less but must leave full amount; some expenses are grant funded and amount is not recognized until received on project.
 6. Washington Street Bridge – Went into action the day notified from bridge experts from MODOT; Within 1 week City identified program with MODOT that has engineer specializing in bridges; staff contacted and engaged and they did initial visit and assessment; City continues to work with MODOT to provide solution to allow to re-open bridge as soon as safely possible; City concerned all emergency responders aren't able to access citizens quickly due to closure; looking for solutions including possibility of adding another bridge.
 7. Reporter addressing the public – No response by City.
 8. Road work on Howard/East Side streets – Community encouraged to continue reporting road work needs; Street Department out year-round; during yearly budget, staff review roads that need work; Council prioritizes list and becomes source of budget allocation; City purchased equipment and can do repairs in-house; cost savings has allowed City to repair more streets.
 9. City and County Fire work on North side issues – Council first responsibility is citizen safety; Sedalia Fire can and will ask for assistance from Pettis County Fire Protection District No. 1 if needed; District Fire Station is not City staff and has no living quarters for 24-hour staffing; travel distance from Sedalia Fire Stations are closer than District Fire Station; Even if train is blocking all railroad crossings, Sedalia Fire is closer; appreciate all thoughts and staff continues to bring suggestions on how to work with the District.
 10. Ordinances finalized without public discussion – Discussion during open meeting is to provide transparency; Ordinances and Resolutions discussed in numerous meetings and Council reviews all documents before final decision; Agenda packet available before meeting; 2 separate occasions public invited to provide input on strategic plan budget before any Ordinances were considered; Council is open and often conduct meetings and answer calls of interested parties in between meetings.
 11. State of Infrastructure/Roads – Budget is finalized and will be posted online for public viewing along with 5-year Capital Improvement Plan.
 12. East Side Appearance – City continues to develop methods for neighborhood revitalization; includes balanced approach of encouragement and enforcement of property maintenance codes; fewer individuals choosing not to enter law enforcement and more leaving the profession; Police Department has implemented advanced technology and techniques to help with crime; City focuses on infrastructure; aquatic center and bowling alley being planned to

construct on East Central side; City would like to investigate more on houses being taken away/torn down.

13. Vagrants on properties/leaving trash – City will continue to look for solutions and will accept any ideas.
14. Expenditures/Credit Cards put back on agenda – Through Financial Management Policies Council is provided listing of all expenses each month; Council provided other financial reports and Council raises questions regarding the reports; reports would be burdensome and would make agenda longer causing key decisions to be overlooked.

GOOD & WELFARE:

Harry Hoffert, 1408 South Barrett, stated that he talked to some people after the March 18, 2024 meeting and asked why they didn't speak during the meeting. Mr. Hoffert explained that they were afraid of retaliation from the Council.

Gary LoBaugh, 821 South Arlington, stated that he is going to vote no on increasing City Council terms. Mr. LoBaugh explained that the Council's response of people not coming to meetings was not a good response because they are here now.

David Goodson, 1640 Hedge Apple Dr, asked the Mayor and Council why meetings aren't posted on Facebook. The meetings are public and should be posted on a public site for citizens to see. Mr. Goodson stated that his trust was broken because they lied to him about a sewer line and City permit.

Debbie Covington, 2601 East 12th, stated that she will not be attending the DARE car show on Saturday April 6, 2024 because she will be helping Sedalia Community Helping Hands due to the extreme Ordinances that were passed. Ms. Covington voiced the following concerns: Code Enforcement manager is out of control, City taking property from residents, City officials, Council and elected officials using their power for own personal gain, little to no communication with the community unless a private meeting is scheduled, roads are horrible, the City does not want to sit and discuss matters with County officials, existing business wanting to build new buildings run into road blocks, long term businesses in Sedalia wanting to leave, no new businesses want to start in Sedalia because of the City Administrator and Code Enforcement, citizens moving out of town for same reasons, Mayor and City Administrator pushing Sedalia to be a charter City, etc. Motion by Oldham, seconded by Marshall to allow Ms. Covington an additional 3 minutes. Roll Call Vote: Voting "Yes" were Robinson, Oldham, Marshall, Boggess, Hiller, Cross, Foster and Bloess. No one voted "No". Ms. Covington continued and asked why the March 18th meeting adjourned and then opened back up after everyone left. Ms. Covington stated that she wants to see more transparency and honesty from elected officials and City Administration.

Becca LaStrada, 608 West 3rd, asked for a rendering of plans and where the residents on West 3rd are going to park once the Katy Depot-Liberty Park Connect Project starts.

Chad Damlo, 2407 Dennis, stated that he had a meeting about City Codes with Mayor Dawson, City Administrator Kelvin Shaw, and HR Director, but 35 days after the meeting his vehicle was towed from his property. He admitted that it was not legally licensed but following that meeting he was told no retaliation would happen, but it did. Motion by Oldham, seconded by Hiller to allow Mr. Damlo an additional 3 minutes. Roll Call Vote: Voting "Yes" were Robinson, Oldham, Marshall, Boggess, Hiller, Cross, Foster and Bloess. No one voted "No". Mr. Damlo continued by stating that citizens should not live in fear of harassment.

David Covington, 2601 East 12th, asked if the Washington Street Bridge will get repaired or rebuilt.

Viola Staten, 706 East Cooper, stated that she bought a new building, but no engineer wants to come and work for her because of City Codes.

The meeting adjourned at 9:40 p.m. on motion by Oldham, seconded by Foster to a closed-door meeting in the upstairs conference room pursuant to subsections 1 (Legal Advice), 2 (Real Estate), and 12 (Negotiated Contracts) of Section 610.021 RSMo. Roll Call Vote: Voting "Yes" were Robinson, Oldham, Marshall, Boggess, Hiller, Cross, Foster and Bloess. No one voted "No".

The regular meeting reopened at 9:55 p.m. on motion by Oldham, seconded by Cross. All in favor.

ROLL CALL:

Jack Robinson	Present	Bob Hiller	Present
Thomas Oldham	Present	Bob Cross	Present
Chris Marshall	Present	Rhiannon Foster	Present
Tina Boggess	Present	Steve Bloess	Present

BUSINESS RELATED TO CLOSED DOOR MEETING:

BILL NO. 2024-58, ORDINANCE NO. 12016 – AN ORDINANCE APPROVING A QUIT CLAIM DEED FOR THE SALE OF PROPERTY COMMONLY KNOWN AS 515 EAST 25TH STREET FROM THE CITY OF SEDALIA, MISSOURI TO MAXIME KONDRATYUK AND VICTORIA KONDRATYUK was read once by title.

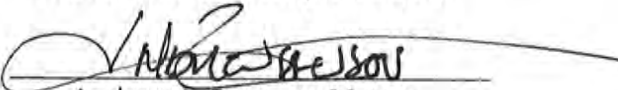
2nd Reading – Motion by Oldham, 2nd by Foster. All in favor.

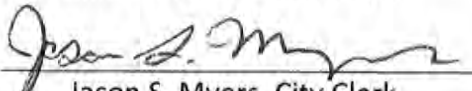
Final Passage – Motion by Oldham, 2nd by Marshall. All in favor.

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

The regular meeting adjourned at 9:56 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



CITY OF SEDALIA, MISSOURI
SPECIAL COUNCIL MEETING
APRIL 5, 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

The Council of the City of Sedalia, Missouri duly met in special session on Friday, April 5, 2024 at 12:30 p.m. at the Municipal Building in the Council Chambers with Mayor Andrew L. Dawson presiding. Mayor Dawson called the meeting to order.

ROLL CALL:

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

PUBLIC WORKS – Chairman Thomas Oldham; Vice Chairman Chris Marshall

- The Resolution grants a license to Nucor to complete grading work associated with future rail spur expansion.

RESOLUTION NO. 2086 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI GRANTING NUCOR A LICENSE TO PERFORM GRADING IN ANTICIPATION OF A RAIL SPUR EXPANSION was read once by title and approved on motion by Oldham, seconded by Foster. All present in favor. Marshall was absent.

The special meeting adjourned at 12:32 p.m. on motion by Oldham, seconded by Foster. All present in favor. Marshall was absent.

THE CITY OF SEDALIA, MISSOURI

Signature of Andrew L. Dawson, Mayor

Signature of Jason S. Myers, City Clerk

TRAFFIC ADVISORY COMMISSION MEETING

MARCH 13, 2024

The Traffic Advisory Commission duly met on Wednesday, March 13, 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	Not Present
James Callis	Present	Matt Irwin	Present
John Rucker	Not Present	Chris Davies	Present
Dennis Henderson	Present		
Byron Matson	Present	Secretary	Elizabeth Nations
Sherry Broyles	Not Present		
Charles Leftwich	Present		

Minutes from the February 20, 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 and Police Patrol Commander Adam Hendricks

OLD BUSINESS:

None

NEW BUSINESS:

Designate Loading/Unloading Zone at 710 W. 6th St.

Lindsay Phillips is requesting a 30-minute loading/unloading zone in front of this address. She has three disabled foster children who need home nurse care and bus access for school and other care when school is not in session. There is not a lot of parking available on the street, forcing them to walk further down the street.

Ms. Esquivel inquired why the bus does not just double park in order for the children to board the bus.

Mr. Henderson motioned to table the request to allow Commission members to drive by the address to review the area. Mr. Leftwich seconded. All were in favor.

Installation of Stop Sign at W. 7th St. and S. Beacon Ave.

Jack Robinson is requesting the installation of stop sign at W. 7th St. and S. Beacon Ave. He states drivers go east on W. 7th St. after dropping off/picking up children at Heber Hunt Elementary School. Drivers exit north off W. Broadway Blvd. onto S. Beacon Ave. at speed. The house on the SW corner obscures the intersection. He feels there needs to be a stop sign on W. 7th St.

Ms. Esquivel stated this is the second time this request has been brought to the Commission.

Mr. Henderson stated he remembered driving by this area the last time this request was made and he does not see anything to warrant a stop sign. He said he went through at various times of the day for observation.

Mr. Leftwich stated he does not feel it would hurt to have a stop sign there due to side street traffic. Mr. Henderson voiced his concern of setting a precedent for anyone wanting a stop sign in the various school zones in the district. The stop signs may or may not be necessary.

There was general discussion of intersection traffic on the side streets.

Mr. Henderson and Mr. Callis stated they would like traffic counts conducted and for accident reports pulled for the area.

Mr. Callis motioned to table the request to allow for traffic counts, accident reports to be pulled and for the school district to be contacted. Mr. Henderson seconded. All were in favor.

Removal of No Parking Sign at 302 E. 3rd St. (Sign Physically Located on S. Massachusetts Ave.)

David Furnell is requesting the removal of a no parking sign by the apartments at 302 E. 3rd St. The sign is located on S. Massachusetts Ave. and he believes it to be left over from the Boys and Girls Club when it was located there. Removing the sign would allow for more parking for the apartment residents.

There was discussion concerning the ability of a fire truck to be able to make the turn without the sign being in place. After reviewing the street there is also no parking signs along the west side of the roadway.

Mr. Callis motioned to remove the sign. Mr. Matson seconded. All were in favor.

OTHER ITEMS FOR DISCUSSION:

None

The next meeting date is scheduled for April 10, 2024.

The meeting adjourned at 12:21 p.m.



CITY OF SEDALIA
TRAFFIC ADVISORY COMMISSION
REQUEST/SUGGESTION SUBMISSION FORM

Date: 3-7-2024

Submitters Name: David Funnell-Funnell Investments Inc

Submitters Address: 501 Ohio, Ste. 200
Sedalia, MO 65301

Submitters E-Mail Address: DFunnell@bristolmanor.com

Submitters Phone: 660 826 0200

Submitters Signature: Submitted by email

Request/Reason for Need:

Remove no parking sign by apartments at 302 E. 3rd.
Sign is located on S. Massachusetts and is believed to
be left over from the Boys & Girls Club when it was
located there. This will allow for more parking for
apartment residents

Public Works Dept. Recommendation:

Public Works Director Signature: _____

TRAFFIC ADVISORY COMMISSION RECOMMENDATION

The City of Sedalia Traffic Advisory Commission reviewed this request/reason for need on: 13th day of March, 2024, by a vote of 5 to 0.

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

Attested to by Commission Chairman:  on 3, 13, 2024.

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.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A DEED FOR THE TRANSFER OF PROPERTY COMMONLY KNOWN AS 1920 SOUTH MISSOURI AVENUE FROM JOSEFINA D. MOORE AND MICHAEL T. MOORE TO THE CITY OF SEDALIA, MISSOURI IN RELATION TO THE SEDALIA LIONS CLUB MINI PARK #2 PROJECT.

WHEREAS, The City of Sedalia, Missouri has received a proposal to accept a deed for the transfer of property commonly known as 1920 South Missouri Avenue from Josefina D. Moore and Michael T. Moore to the City of Sedalia, Missouri in relation to the Sedalia Lions Club Mini Park #2 Project as contained in the proposal and deed attached hereto and incorporated by reference.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves the acceptance of a deed from Josefina D. Moore and Michael T. Moore by the City of Sedalia, Missouri for the conveyance of property commonly known as 1920 South Missouri Avenue in substantially the same form and content as proposed.

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 15th day of April, 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 15th day of April, 2024.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

Sedalia Lions Club - Mini-Park #2

Major Project Proposal 2024



We Serve!

Background:

Mr. Kim Graves noticed that there was a small piece of property for sale along the Katy Trail at the intersection of 20th Street and Missouri. He contacted our club and suggested that the Sedalia Lions Club purchase the property and make it into a mini-park. He reached out to us because of our many positive successful projects throughout our community.

Why:

Neighborhood parks, just like neighborhood schools, build community pride. Green Space has been found to improve physical and mental health, strengthen social cohesion, promote education, support long term economic growth, and preserves the environment.

Location:

The site is adjacent to the Katy Trail which is the longest developed rail-trail park in the country. Thousand of bikers and hikers travel on the Katy trail year after year. They come from all over the country and the world. Those traveling on the Katy Trail have a significant financial impact on Sedalia and neighboring communities.

Partnership Opportunities:

Mr. Kim Graves lives near the site and has agreed to help with the site development and assist with on-going maintenance. More neighborhood volunteers will be solicited. Individuals and Service Clubs will be given the opportunity to purchase, park benches, dog waste station, picnic tables, trees, and maybe a flag pole and shelter.

Site Plan: The Lions Club Mini-Park #2 Committee has reached out to the city of Sedalia and the Sedalia Parks and Recreation department leaders. Everyone is very supportive of this project. The development of the site could be done in stages as individuals, groups and service clubs sign on to provide financial support or purchase equipment for the park. Please see attached site drawing.

Financial: The site is currently for sale at \$5,000.00. The owners have agreed to donate the site subject to naming rights. Please see the attached sample sign.

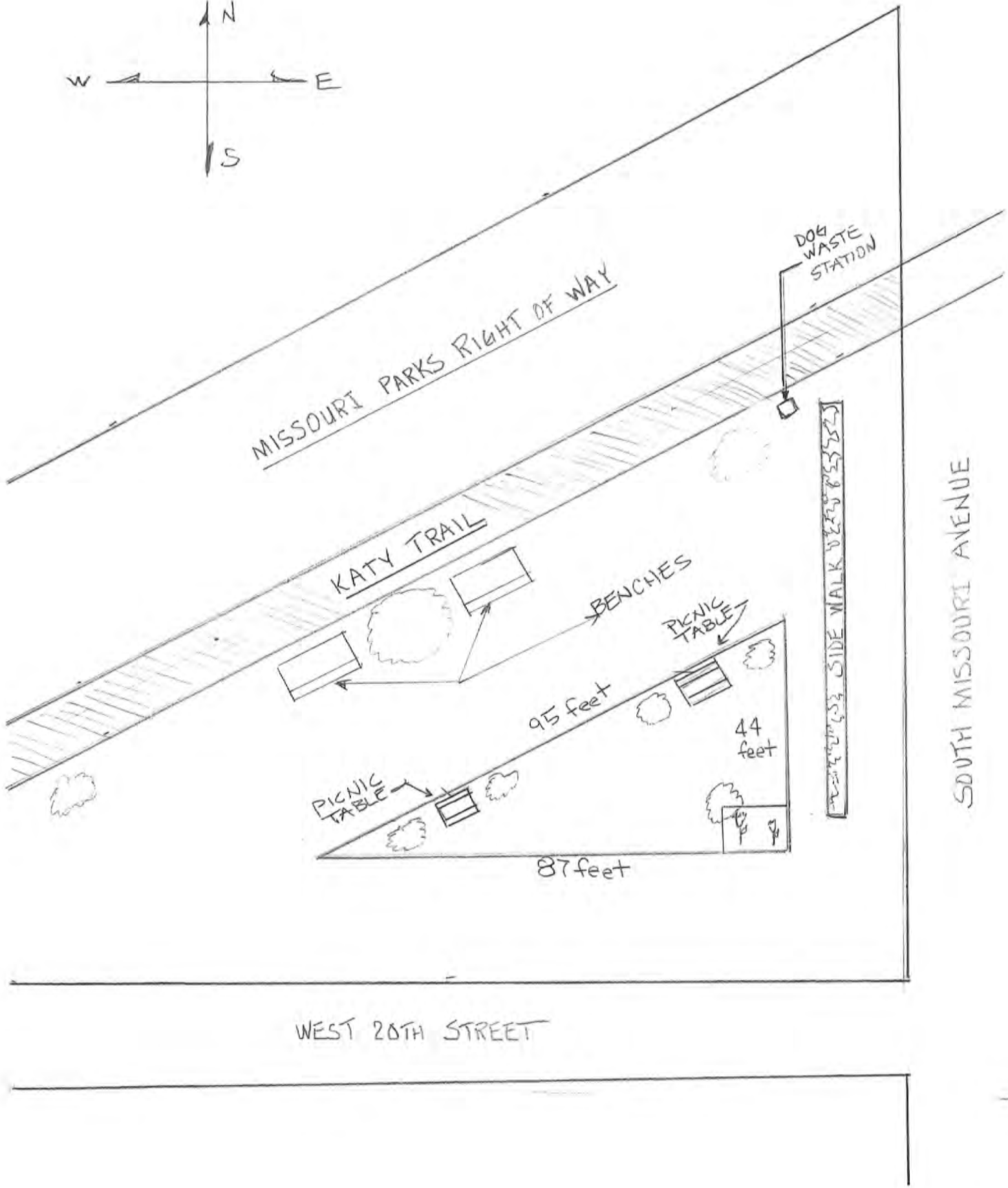
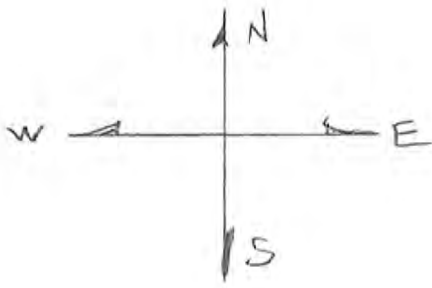
Site Purchase	Donated
Trail Bench with plaque "Donated By" or "In memory of"	
Purchased from	
Missouri Department of Natural Resources Division of State Parks.	
\$ 1,350.00 x 2 =	\$ 2,700.00 Donated
Dog Waste Station	\$ 300.00 Donated
Picnic Tables - \$475.00 X 2 =	\$ 950.00
(Some tables may be donated by Sedalia Parks and Rec.)	
Trees - \$ 200.00 X 4 =	\$ 800.00
(Some trees may be donated by Sedalia Parks and Rec)	
Bicycle RackSpecial order "Lions Bike Rack" (e).....	\$ 700.00
<u>Misc.</u>	<u>500.00</u>
Sedalia Lions Club total initial investment	\$2,950.00

Possible Future developments:

Flagpole - 25' with internal Halyard, flag, and light...	\$ 3,000.00
Shelter	\$20,000.00
Bench with hood	15,000.00

Respectfully submitted this 31st day of January 2024 by Lion John Meehan

Resubmitted by the committee March 27, 2024



LIONS CLUB MINI-PARK

This site was

*Donated for the Benefit of the Sedalia Community by
Josefina D. Moore and Michael T. Moore*

This park project was coordinated by

THE SEDALIA AND STATE FAIR LIONS

with the assistance of

The City of Sedalia

Sedalia Parks & Recreation

\$300

YOUR WORDS
HERE

PET WASTE
TRANSMITS DISEASE
LEASH AND CLEAN
UP AFTER
YOUR PET



**DOG WASTE
STATION**



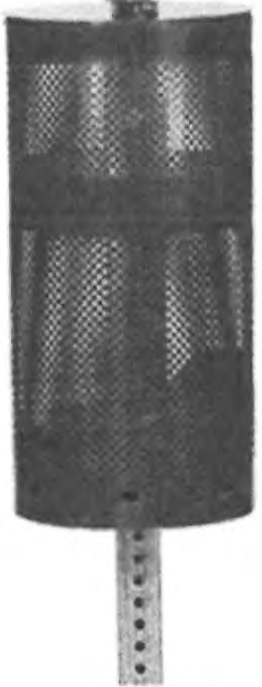
PLEASE CLEAN UP
AFTER YOUR DOG

please clean up
after your dog

FEEL



PLEASE CLEAN UP FOR YOU





MISSOURI DEPARTMENT OF NATURAL RESOURCES
 DIVISION OF STATE PARKS
KATY TRAIL STATE PARK DONATION FORM

CHECK BOX IF DONATION IS ANONYMOUS

Have you or an immediate family member ever served in the U.S. Armed Forces?

YES NO

USE THIS FORM TO DESIGNATE THE TYPE AND AMOUNT OF DONATION YOU WISH TO MAKE

NAME _____

ORGANIZATION _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE (DAYTIME) _____ EMAIL _____

DONATION DESIGNATION	QUANTITY	AMOUNT	VIP ¹	TOTAL
ANNUAL ADOPT-A-TRAIL (ONE MILE WITH TWO SIGNS)		\$150/\$75 ¹ (ANNUAL)	VIP <input type="checkbox"/>	\$ 0.00
ANNUAL ADOPT-A-TRAILHEAD (ONE SIGN)		\$300/\$150 ¹ (ANNUAL)	VIP <input type="checkbox"/>	\$ 0.00
TRAIL BENCH WITH PLAQUE*		\$1,350 (10 YEARS)		\$ 0.00
BICYCLE RACK*		\$345 (10 YEARS)		\$ 0.00
WAYSIDE EXHIBIT*		\$2,000 (10 YEARS)		\$ 0.00
PICNIC TABLE*		\$475 (10 YEARS)		\$ 0.00
OTHER DONATION				\$ 0.00
TOTAL	0			\$ 0.00

*MAINTAINED FOR 10 YEARS WITH OPTION OF RENEWAL AT END OF 10-YEAR PERIOD.

¹PRORATED FOR KATY TRAIL VOLUNTEERS IN THE VOLUNTEERS IN PARKS (VIP) PROGRAM WHO HAVE COMMITTED TO COMPLETING A YEARLY SERVICE PROJECT OR DONATING 50 HOURS ANNUALLY TO IMPROVING KATY TRAIL STATE PARK. (CONTACT THE KATY TRAIL STATE PARK OFFICE AT 573-449-7402 TO REGISTER AS A VIP VOLUNTEER.)

PLEASE CHECK THE APPROPRIATE BOX INDICATING DESIRED WORDING ON SIGN OR PLAQUE

IN MEMORY OF IN HONOR OF DEDICATED TO DONATED BY

PLEASE SPECIFY PERSON(S) OR ORGANIZATION IN WHOSE MEMORY/HONOR DONATION IS BEING MADE

PLEASE SPECIFY PERSON(S) OR ORGANIZATION TO WHOM DONOR RECOGNITION SHOULD BE GIVEN

PLEASE INDICATE THE TRAILHEAD, AMENITY, OR GENERAL LOCATION AT WHICH YOU WOULD PREFER YOUR DONATION TO BE LOCATED. (DSP reserves the right to determine final placement of donation)

MAKE CHECK PAYABLE TO: STATE OF MISSOURI-DNR

MAIL FORM AND CHECK TO: KATY TRAIL STATE PARK
 5901 S. HWY. 163, COLUMBIA, MO 65203

FOR STAFF USE ONLY

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A SALES AGREEMENTS FOR THE PURCHASE OF A SKID STEER, MULCHER AND ROTARY BRUSH CUTTER FOR THE STREET DEPARTMENT.

WHEREAS, The City of Sedalia, Missouri, has received three sales agreements from Foley Equipment Company for the purchasing of a Skid Steer, mulcher and rotary brush cutter for the Street Department; and

WHEREAS, under the attached agreements, the City of Sedalia, Missouri, shall pay the following amounts to Foley Equipment Company through Sourcewell Agreement #193317:

- **299D3XPS2C Skid Steer** - \$92,650.00 (inclusive of trade-in value of 863 Bobcat with backhoe \$5,700.00)
- **Forestry Mulcher attachment** - \$36,800.00
- **Rotary Brush cutter** - \$16,250.00.

as more fully described in the sales agreements 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 sales agreements by and between the City of Sedalia, Missouri, and Foley Equipment Company in substantively the same form and content as the agreements have 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 agreements in substantively the same form and content as the agreements have been proposed.

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 15th day of April 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 15th day of April 2024.

ATTEST:

Andrew L. Dawson, Mayor

Jason S. Myers
City Clerk



Let's Cross Paths

City of Sedalia

200 S. Osage

Sedalia, MO 65301

(660) 827-3000 www.sedalia.com

To: Kelvin Shaw, City Administrator
Jessica Pyle, Finance Director
Through: Mathew Wirt, Assistant City Administrator
From: Justin Bray, Public Works Operations Director
Date: April 4th, 2024
Subject: Purchase of Skid steer, Mulcher and Rotary brush cutter

The Public Works Department, Street Division, is requesting approval to purchase a Skid Steer, Mulcher and Rotary brush cutter from Foley Equipment 1040 Sedalia Road, Sedalia Mo 65301. The Skid steer and attachments are planned purchases in the FY25 budget in the department capital account. The Skid steer is priced at \$ 92,650 with trade in of a 2001, 863 Bobcat with a backhoe attachment that needs significant, costly repairs.

Public works is also requesting the approval of two attachments, a forestry mulcher with a purchase price of \$36,800 and a rotary brush cutter with a purchase price of \$16,250. These attachments will assist in land management reducing the cost of tree removal on city owned properties that is currently outsourced for an additional cost. The two attachments are also in the approved FY25 budget.

Public Works will utilize the cooperative procurement process of Sourcewell #193317 (formerly NJPA) in the purchase of this equipment, which complies with the City's Financial Management Policy. The Sourcewell contract allowed for a total discount of \$37,868.88, keeping the purchase price substantially under market price and replacing equipment that has far exceeded the intended use.



SALES AGREEMENT

DATE Apr 03, 2024

Foley Equipment Company, 1550 S. West Street, Wichita, KS67213 Phone: (316) 943-4211

CUSTOMER	CITY OF SEDALIA		
STREET ADDRESS	200 S OSAGE		
CITY/STATE	SEDALIA, MO	COUNTY	PETTIS
POSTAL CODE	65301-4334	PHONE NO.	660-827-3000
CUSTOMER CONTACT:	EQUIPMENT	JUSTIN BRAY	
	PRODUCT SUPPORT	JUSTIN BRAY	
INDUSTRY CODE:	LEGISLATIVE BODIES	PRINCIPAL WORK CODE	
	(CITY/COUNTY) (9121)		

CUSTOMER NUMBER	030820	Sales Tax Exemption # (if applicable)	12493333	CUSTOMER PO NUMBER (For reference only)	
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PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)					
NET PAYMENT ON RECEIPT OF INVOICE	<input type="checkbox"/>	NET ON DELIVERY	<input type="checkbox"/>	FINANCIAL SERVICES	<input type="checkbox"/> CSC <input type="checkbox"/> LEASE
CASH WITH ORDER	\$0.00	BALANCE TO FINANCE	\$0.00	CONTRACT INTEREST RATE	0
PAYMENT PERIOD		PAYMENT AMOUNT	0.00	NUMBER OF PAYMENTS	0
				OPTIONAL BUY-OUT	\$0.00

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED					
MAKE: TBA	MODEL: 299D3XPS2C	YEAR: TBA			
STOCK NUMBER: XGN5008	SERIAL NUMBER: TBA				
299D3 CTL DCA6F	646-7571	REAR LIGHTS	356-6082	SHIPPING/STORAGE PROTECTION	0P-2266
299D3 COMPACT TRACK LOADER	597-4541	DOOR, CAB, POLYCARBONATE	586-1308	LANE 2 RENTAL	0P-8397
CAB PACKAGE, ULTRA	588-9140	SEAT BELT, 2"	542-6994	PACK, DOMESTIC TRUCK	0P-0210
HYDRAULICS, PERFORMANCE, (H3)	512-4414	QUICK COUPLER, HYDRAULIC	512-3401	BKSSIGP86S - WGN03056	0P0096
CONTROL, ISO, PROP, WT	512-4115	CERTIFICATION ARR, P65	563-1163		
LIGHTS, LED	495-1671	HEATER, ENGINE COOLANT, 120V	345-3556		
RUBBER BELT, 2 SPD, TF IDLERS	357-0240	TRACK, RUBBER, 450MM (17.7IN) BLCK	389-7672		
ROPS, ENCLOSED WITH A/C (C3)	512-3368	RIDE CONTROL	512-3491		
DISPLAY, ADVANCED, LCD, CAMERA	465-3705	PRODUCT LINK, CELLULAR PL641	573-8121		
FAN, COOLING, DEMAND, REVERSING	579-8782	OIL, HYDRAULIC, COLD OPERATION	418-9011		
SEAT, AIR SUSPENSION, CLOTH, HEAT	536-9738	INSTRUCTIONS, ANSI, USA	512-4284		
FILM, TWO SPEED W/HIGH FLOW XPS	568-4704	SERIALIZED TECHNICAL MEDIA KIT	421-8926		
STANDARD RADIO (12V), BLUETOOTH	345-6180	COUNTERWEIGHT, MACHINE, EXTERNAL	345-5148		
DEBRIS MGMT PKG, NONE (DMG)	512-4089	FILM, RIDE CONTROL, ANSI	422-3445		
BATTERY, EXTRA HEAVY DUTY, DISC	568-5612	FILM, SELF LEVEL, ANSI	435-9238		

TRADE-IN EQUIPMENT				SELL PRICE	
MODEL: R63 - BOBCAT (RT)	YEAR: 2011	SN: 514440469	AMOUNT: _____	EXT WARRANTY	Included
PAYOUT TO: _____	AMOUNT: _____	PAID BY: Dealer	AMOUNT: _____	CSA	Included
MODEL: _____	YEAR: _____	SN: _____	AMOUNT: _____	LESS GROSS TRADE ALLOWANCE	(\$5,700.00)
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	AMOUNT: _____	SOURCEWELL DISCOUNT 21% OFF OF LIST	(\$29,280.93)
MODEL: _____	YEAR: _____	SN: _____	AMOUNT: _____	LOYALTY DISCOUNT	(\$11,802.07)
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	AMOUNT: _____	NET BALANCE DUE	\$92,650.00
MODEL: _____	YEAR: _____	SN: _____	AMOUNT: _____	PLUS APPLICABLE TAXES CALCULATED AT DELIVERY	\$92,650.00
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	AMOUNT: _____	ACH Information:	

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY FOLEY AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.

CUSTOMER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO FOLEY AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

Bank = Wells Fargo NA
 ABA number 121000248
 Account number 4121956387
 Email remittance advice to ACHPMTS@foleyeq.com
 Customer responsible for all applicable taxes at the time of delivery.

<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY	INITIAL _____	<input type="checkbox"/> USED EQUIPMENT WARRANTY	INITIAL _____
<p>The Customer acknowledges that they have received a copy of the Foley Equipment Company and/or Caterpillar Warranty as applicable and have read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The Customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.</p> <p>Warranty applicable including expiration date where necessary: 24 Month 2000 Hour Premier 60M/2500HR Premier w/ travel EP240403-013</p>		<p>All used equipment is sold as is where is and no warranty is offered or implied except as specified here.</p> <p>Warranty applicable:</p>	

CSA: CVA BASIC NO OIL 1000 HOURS/2 YEAR
 NOTES: SOURCEWELL MEMBER # 193317

This order is not valid until approved by Sales Manager

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE NEXT PAGE

Foley Equipment Company

PURCHASER

ORDER RECEIVED BY

Smith, Matt

APPROVED AND ACCEPTED ON _____

REPRESENTATIVE

CITY OF SEDALIA

PURCHASER

SALES MANAGER BY _____

SIGNATURE

TITLE

TERMS AND CONDITIONS

1. Agreement. This Agreement, when accepted by Foley, shall become a binding contract, and may not be revoked by the Customer. Foley's performance per this Agreement shall be subject to strikes, lockouts, accidents, fire, delays in manufacturing or transportation, acts of God, embargoes, pandemics or governmental action, or any other causes beyond the control of Foley, and any of said causes shall absolutely absolve Foley from any liability to the Customer under the terms hereof.

2. Payment and Representations. Unless the Equipment is paid in full in cash at the time of delivery, Foley retains and Customer hereby grants to Foley a purchase-money security interest in the Equipment, including all accessories, spare parts, special fittings, and tools thereof, and all additions, accessions, increases, improvements, renewals, substitutions, or replacements thereof (collectively, the "Collateral"), together with all proceeds from any sale or other disposition of all or any part of the Collateral to secure the full amount owed therefore, together with all interest, fees, and penalties. Unless Customer shall execute a separate security agreement with Foley covering the Collateral, this Agreement shall constitute a security agreement for the Collateral. Promptly upon request, Customer agrees to execute a note or other evidence of Customer's indebtedness for the Collateral, which shall only constitute evidence of such indebtedness and not a payment or satisfaction of such indebtedness. Promptly upon request, Customer shall, at its expense, do any act and execute, acknowledge, deliver, file, register, record, and ratify all documents requested by Foley, in Foley's discretion, to perfect Foley's security interest in the Collateral, including but not limited to, any financing statements. Customer hereby irrevocably appoints Foley its attorney-in-fact, which such appointment shall be coupled with an interest, to do such acts and to execute and file all such documents on Customer's behalf, which power is coupled with an interest, and which power is delegable by Foley. Customer acknowledges that Foley's signature or the signature of its delegate on such documents to be the same as Customer's own for all purposes and with the present intent to authenticate the document. Customer represents and warrants to Foley that (a) Customer has the power to make, deliver, and perform under this Agreement, (b) the person executing this Agreement is authorized to do so on behalf of Customer, (c) this Agreement constitutes a valid obligation of Customer, legally binding upon it and enforceable in accordance with its terms; (d) all credit, financial, and other information submitted to Foley in connection with this Agreement is and shall be true, correct, and complete; (e) the Customer: if an individual, has his or her principal residence in Kansas or Missouri, or in state otherwise indicated on the front of this Agreement, if a registered entity, is registered under the laws of the State of Kansas or Missouri, or in state otherwise indicated on front of this Agreement; if a non-registered entity, has its principal place of business in Kansas or Missouri, or in state otherwise indicated on front of this Agreement; (f) Customer's name set forth on the front of this Agreement is Customer's full, legal name; and (g) the Collateral is and shall remain located in the State of Kansas or Missouri or state otherwise indicated on the front of this Agreement. A breach by Customer in the terms, representations, or warranties of this Agreement or the terms of any invoice for the Equipment hereunder, including but not limited to, failure to pay in full the amount owed for the Equipment within the time periods stated herein or on any such invoice, shall constitute an event of default, and all amounts owing to Foley shall be immediately due, and Foley shall have all rights and remedies in law or in equity, including but not limited to, the Kansas or Missouri Uniform Commercial Code, and as set forth herein. In the event of Customer default of this Agreement, Foley shall be entitled to recover all costs, losses and expenses, including attorney's fees relating to the default and exercise of Foley's remedies.

3. Delivery and Taxes. Unless Shipment is provided by Foley, Foley's responsibility for shipment ceases upon delivery to the transportation company and any claims for shortages, delays or damages occurring thereafter shall be made by the Customer direct to the transportation company. Any claims against Foley for shortages in shipments shall be made within fifteen days after receipt of shipment. Customer shall be responsible for all taxes calculated at the time of delivery of the Equipment.

4. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. Customer understands and agrees that Foley is not the manufacturer of the Equipment; the Equipment is of a size, design, capacity, description, and manufacture selected by Customer; Customer is satisfied that the Equipment is suitable and fit for its purposes. The Equipment described herein as "new" is sold subject to such warranties as are made in writing by the manufacturer of the Equipment thereof. Except to the extent a special warranty is made by Foley in writing and executed by Foley's authorized representative, FOLEY MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE EQUIPMENT, MATERIALS CONTAINED IN THE EQUIPMENT, OR CUSTOMER'S USE THEREOF, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. FOLEY SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED HEREUNDER, WHETHER AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, OR BENEFITS OF USE OR LOSS OF BUSINESS, EVEN IF FOLEY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THE MAXIMUM EXTENT OF FOLEY'S LIABILITY TO CUSTOMER SHALL BE THE TOTAL AMOUNT OF ANY PAYMENTS MADE BY CUSTOMER TO FOLEY, HEREUNDER.

5. Consumer Laws. The laws of certain jurisdictions prohibit the limitation of certain warranties and the remedies and damages for the breach of such warranties. If any provision of this Agreement is in conflict with any statute or rule of law of any state or district in which jurisdiction may lie for enforcement, then such provision shall be deemed null and void to the extent but only to the extent that it may conflict therewith; and the remaining provisions hereof shall not be invalidated, but may be reformed by the court to the extent necessary to protect the rights of the parties.

6. Rental Purchase Option. If the Equipment is being rented by Customer pursuant to a Foley rental agreement with an option to purchase the Equipment, this Agreement shall become effective when Customer notifies Foley of its intent to purchase the Equipment under the rental agreement.

7. Laws. This Agreement shall be governed by the laws of Kansas or Missouri. The provisions of the United Nations on Contracts for the International Sale of Goods are expressly excluded from this Agreement. Customer shall comply with all applicable US laws, including but not limited to, export and anti-bribery laws such as the Foreign Corrupt Practices Act.

8. Privacy Statement. Customer consents to the collection, use, retention and disclosure of information by Foley and its parent, subsidiary and affiliated entities (collectively, "Foley Entities") in accordance with applicable law, and agrees that such information may be accessed by the Foley Entities and their partners and manufacturers with a legitimate business reason to access it, as well as third parties who may process such information on their behalf. Caterpillar's Data Governance Statement, together with Caterpillar's Global Privacy Statement and any applicable Caterpillar Privacy Notices for its digital offering subscriptions, describes Caterpillar's practices for collecting, sharing and using data and information relating to machines, products or other assets and their associated worksites—for example to enable Cat@ Connect and other Digital Offerings. The Data Governance Statement also describes how Caterpillar may perform remote diagnostics and make available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for your assets and devices. By providing data and information to Foley as described herein or to Caterpillar as described in Caterpillar's Data Governance Statement at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html> you agree to its terms as it may be revised from time to time.

9. Consignment. If this is a sale of consignment Equipment, Customer acknowledges and understands that Foley is acting only as an agent of the seller/owner of the Equipment in this sales transaction. Therefore, for the purposes of the consignment sale only, the term "Foley" in this Agreement shall apply to both Foley Equipment Company and the seller/owner of the Equipment.

10. Assignment and Entire Agreement. Foley may assign this Agreement to a third party. This Agreement covers all agreements between the parties related to this transaction. Foley is not bound by any representative or terms made by any agent related to this transaction which are not contained herein.

Customer's Initials _____



SALES AGREEMENT

DATE Apr 04, 2024

Foley Equipment Company, 1550 S. West Street, Wichita, KS67213 Phone: (316) 943-4211

CUSTOMER	CITY OF SEDALIA			
STREET ADDRESS	200 S OSAGE			
CITY/STATE	SEDALIA, MO	COUNTY	PETTIS	S H P T O
POSTAL CODE	65301-4334	PHONE NO.	660-827-3000	
EQUIPMENT	JUSTIN BRAY			
CUSTOMER CONTACT:	PRODUCT SUPPORT	JUSTIN BRAY		
INDUSTRY CODE:	LEGISLATIVE BODIES (CITY/COUNTY) (9121)	PRINCIPAL WORK CODE		

CUSTOMER NUMBER	030820	Sales Tax Exemption # (if applicable)	12493333	CUSTOMER PO NUMBER (For reference only)	
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PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)					
NET PAYMENT ON RECEIPT OF INVOICE	<input type="checkbox"/>	NET ON DELIVERY	<input type="checkbox"/>	FINANCIAL SERVICES	<input type="checkbox"/>
CASH WITH ORDER	\$0.00	BALANCE TO FINANCE	\$0.00	CONTRACT INTEREST RATE	0
PAYMENT PERIOD		PAYMENT AMOUNT	0.00	NUMBER OF PAYMENTS	0
				OPTIONAL BUY-OUT	\$0.00

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED			
MAKE: LOFTNESS MFG	MODEL: MUSS61BSHF	YEAR: 2024	
STOCK NUMBER: VGO00507	SERIAL NUMBER: 84-1650		

****			61BSS-44A3
61"BATTLE AX S SERIES, VARIABLE			61BSS-44A3
PISTON MOTOR			
33-37.9 GPM UP TO 6000 PSI -			
STANDARD SPEED			
COUPLER, FEMALE FLAT 3/8 BODY-			N2-8247
8FORB			
COUPLER, 1/2 MALE FLAT-12FORB			N3-4615
COUPLER, 1/2 FEMALE FLAT-12FORB			N3-4614

TRADE-IN EQUIPMENT				SELL PRICE	\$41,743.95
MODEL:	YEAR:	SN.:		SOURCEWELL DISCOUNT 15% OFF OF LIST	(\$5,893.95)
PAYOUT TO:	AMOUNT:	PAID BY:		PDI/MAKE READY	\$550.00
MODEL:	YEAR:	SN.:		INBOUND FREIGHT	\$400.00
PAYOUT TO:	AMOUNT:	PAID BY:		NET BALANCE DUE	\$36,800.00
MODEL:	YEAR:	SN.:		PLUS APPLICABLE TAXES CALCULATED AT DELIVERY	\$36,800.00
PAYOUT TO:	AMOUNT:	PAID BY:		ACH Information:	
MODEL:	YEAR:	SN.:		Bank = Wells Fargo NA	
PAYOUT TO:	AMOUNT:	PAID BY:		ABA number 12100248	
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY FOLEY AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.				Account number 4121956387	
CUSTOMER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO FOLEY AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.				Email remittance advice to ACHPMTS@foleyeq.com	
				Customer responsible for all applicable taxes at the time of delivery.	

<input type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY	INITIAL	<input type="checkbox"/> USED EQUIPMENT WARRANTY	INITIAL
<p>The Customer acknowledges that they have received a copy of the Foley Equipment Company and/or Caterpillar Warranty as applicable and have read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The Customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.</p> <p>Warranty applicable including expiration date where necessary:</p>		<p>All used equipment is sold as is where is and no warranty is offered or implied except as specified here:</p> <p>Warranty applicable:</p>	

CSA: _____
 NOTES: SOURCEWELL MEMBER #193317

This order is not valid until approved by Sales Manager

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE NEXT PAGE

ORDER RECEIVED BY	Foley Equipment Company	PURCHASER
Smith, Matt		
REPRESENTATIVE	APPROVED AND ACCEPTED ON	
	CITY OF SEDALIA	
SALES MANAGER BY		PURCHASER
	SIGNATURE	
		TITLE

TERMS AND CONDITIONS

1. Agreement. This Agreement, when accepted by Foley, shall become a binding contract, and may not be revoked by the Customer. Foley's performance per this Agreement shall be subject to strikes, lockouts, accidents, fire, delays in manufacturing or transportation, acts of God, embargoes, pandemics or governmental action, or any other causes beyond the control of Foley, and any of said causes shall absolutely absolve Foley from any liability to the Customer under the terms hereof.

2. Payment and Representations. Unless the Equipment is paid in full in cash at the time of delivery, Foley retains and Customer hereby grants to Foley a purchase-money security interest in the Equipment, including all accessories, spare parts, special fittings, and tools thereof, and all additions, accessions, increases, improvements, renewals, substitutions, or replacements thereof (collectively, the "Collateral"), together with all proceeds from any sale or other disposition of all or any part of the Collateral to secure the full amount owed therefore, together with all interest, fees, and penalties. Unless Customer shall execute a separate security agreement with Foley covering the Collateral, this Agreement shall constitute a security agreement for the Collateral. Promptly upon request, Customer agrees to execute a note or other evidence of Customer's indebtedness for the Collateral, which shall only constitute evidence of such indebtedness and not a payment or satisfaction of such indebtedness. Promptly upon request, Customer shall, at its expense, do any act and execute, acknowledge, deliver, file, register, record, and ratify all documents requested by Foley, in Foley's discretion, to perfect Foley's security interest in the Collateral, including but not limited to, any financing statements. Customer hereby irrevocably appoints Foley its attorney-in-fact, which such appointment shall be coupled with an interest, to do such acts and to execute and file all such documents on Customer's behalf, which power is coupled with an interest, and which power is delegable by Foley. Customer acknowledges that Foley's signature or the signature of its delegate on such documents to be the same as Customer's own for all purposes and with the present intent to authenticate the document. Customer represents and warrants to Foley that (a) Customer has the power to make, deliver, and perform under this Agreement, (b) the person executing this Agreement is authorized to do so on behalf of Customer, (c) this Agreement constitutes a valid obligation of Customer, legally binding upon it and enforceable in accordance with its terms; (d) all credit, financial, and other information submitted to Foley in connection with this Agreement is and shall be true, correct, and complete; (e) the Customer: if an individual, has his or her principal residence in Kansas or Missouri, or in state otherwise indicated on the front of this Agreement, if a registered entity, is registered under the laws of the State of Kansas or Missouri, or in state otherwise indicated on front of this Agreement; if a non-registered entity, has its principal place of business in Kansas or Missouri, or in state otherwise indicated on front of this Agreement; (f) Customer's name set forth on the front of this Agreement is Customer's full, legal name; and (g) the Collateral is and shall remain located in the State of Kansas or Missouri or state otherwise indicated on the front of this Agreement. A breach by Customer in the terms, representations, or warranties of this Agreement or the terms of any invoice for the Equipment hereunder, including but not limited to, failure to pay in full the amount owed for the Equipment within the time periods stated herein or on any such invoice, shall constitute an event of default, and all amounts owing to Foley shall be immediately due, and Foley shall have all rights and remedies in law or in equity, including but not limited to, the Kansas or Missouri Uniform Commercial Code, and as set forth herein. In the event of Customer default of this Agreement, Foley shall be entitled to recover all costs, losses and expenses, including attorney's fees relating to the default and exercise of Foley's remedies.

3. Delivery and Taxes. Unless Shipment is provided by Foley, Foley's responsibility for shipment ceases upon delivery to the transportation company and any claims for shortages, delays or damages occurring thereafter shall be made by the Customer direct to the transportation company. Any claims against Foley for shortages in shipments shall be made within fifteen days after receipt of shipment. Customer shall be responsible for all taxes calculated at the time of delivery of the Equipment.

4. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. Customer understands and agrees that Foley is not the manufacturer of the Equipment; the Equipment is of a size, design, capacity, description, and manufacture selected by Customer; Customer is satisfied that the Equipment is suitable and fit for its purposes. The Equipment described herein as "new" is sold subject to such warranties as are made in writing by the manufacturer of the Equipment thereof. Except to the extent a special warranty is made by Foley in writing and executed by Foley's authorized representative, FOLEY MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE EQUIPMENT, MATERIALS CONTAINED IN THE EQUIPMENT, OR CUSTOMER'S USE THEREOF, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. FOLEY SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED HEREUNDER, WHETHER AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, OR BENEFITS OF USE OR LOSS OF BUSINESS, EVEN IF FOLEY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THE MAXIMUM EXTENT OF FOLEY'S LIABILITY TO CUSTOMER SHALL BE THE TOTAL AMOUNT OF ANY PAYMENTS MADE BY CUSTOMER TO FOLEY, HEREUNDER.

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8. Privacy Statement. Customer consents to the collection, use, retention and disclosure of information by Foley and its parent, subsidiary and affiliated entities (collectively, "Foley Entities") in accordance with applicable law, and agrees that such information may be accessed by the Foley Entities and their partners and manufacturers with a legitimate business reason to access it, as well as third parties who may process such information on their behalf. Caterpillar's Data Governance Statement, together with Caterpillar's Global Privacy Statement and any applicable Caterpillar Privacy Notices for its digital offering subscriptions, describes Caterpillar's practices for collecting, sharing and using data and information relating to machines, products or other assets and their associated worksites—for example to enable Cat@ Connect and other Digital Offerings. The Data Governance Statement also describes how Caterpillar may perform remote diagnostics and make available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for your assets and devices. By providing data and information to Foley as described herein or to Caterpillar as described in Caterpillar's Data Governance Statement at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html> you agree to its terms as it may be revised from time to time.

9. Consignment. If this is a sale of consignment Equipment, Customer acknowledges and understands that Foley is acting only as an agent of the seller/owner of the Equipment in this sales transaction. Therefore, for the purposes of the consignment sale only, the term "Foley" in this Agreement shall apply to both Foley Equipment Company and the seller/owner of the Equipment.

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Customer's Initials _____

TERMS AND CONDITIONS

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3. Delivery and Taxes. Unless Shipment is provided by Foley, Foley's responsibility for shipment ceases upon delivery to the transportation company and any claims for shortages, delays or damages occurring thereafter shall be made by the Customer direct to the transportation company. Any claims against Foley for shortages in shipments shall be made within fifteen days after receipt of shipment. Customer shall be responsible for all taxes calculated at the time of delivery of the Equipment.

4. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. Customer understands and agrees that Foley is not the manufacturer of the Equipment; the Equipment is of a size, design, capacity, description, and manufacture selected by Customer; Customer is satisfied that the Equipment is suitable and fit for its purposes. The Equipment described herein as "new" is sold subject to such warranties as are made in writing by the manufacturer of the Equipment thereof. Except to the extent a special warranty is made by Foley in writing and executed by Foley's authorized representative, FOLEY MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE EQUIPMENT, MATERIALS CONTAINED IN THE EQUIPMENT, OR CUSTOMER'S USE THEREOF, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. FOLEY SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED HEREUNDER, WHETHER AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, OR BENEFITS OF USE OR LOSS OF BUSINESS, EVEN IF FOLEY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THE MAXIMUM EXTENT OF FOLEY'S LIABILITY TO CUSTOMER SHALL BE THE TOTAL AMOUNT OF ANY PAYMENTS MADE BY CUSTOMER TO FOLEY, HEREUNDER.

5. Consumer Laws. The laws of certain jurisdictions prohibit the limitation of certain warranties and the remedies and damages for the breach of such warranties. If any provision of this Agreement is in conflict with any statute or rule of law of any state or district in which jurisdiction may lie for enforcement, then such provision shall be deemed null and void to the extent but only to the extent that it may conflict therewith; and the remaining provisions hereof shall not be invalidated, but may be reformed by the court to the extent necessary to protect the rights of the parties.

6. Rental Purchase Option. If the Equipment is being rented by Customer pursuant to a Foley rental agreement with an option to purchase the Equipment, this Agreement shall become effective when Customer notifies Foley of its intent to purchase the Equipment under the rental agreement.

7. Laws. This Agreement shall be governed by the laws of Kansas or Missouri. The provisions of the United Nations on Contracts for the International Sale of Goods are expressly excluded from this Agreement. Customer shall comply with all applicable US laws, including but not limited to, export and anti-bribery laws such as the Foreign Corrupt Practices Act.

8. Privacy Statement. Customer consents to the collection, use, retention and disclosure of information by Foley and its parent, subsidiary and affiliated entities (collectively, "Foley Entities") in accordance with applicable law, and agrees that such information may be accessed by the Foley Entities and their partners and manufacturers with a legitimate business reason to access it, as well as third parties who may process such information on their behalf. Caterpillar's Data Governance Statement, together with Caterpillar's Global Privacy Statement and any applicable Caterpillar Privacy Notices for its digital offering subscriptions, describes Caterpillar's practices for collecting, sharing and using data and information relating to machines, products or other assets and their associated worksites—for example to enable Cat@ Connect and other Digital Offerings. The Data Governance Statement also describes how Caterpillar may perform remote diagnostics and make available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for your assets and devices. By providing data and information to Foley as described herein or to Caterpillar as described in Caterpillar's Data Governance Statement at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html> you agree to its terms as it may be revised from time to time.

9. Consignment. If this is a sale of consignment Equipment, Customer acknowledges and understands that Foley is acting only as an agent of the seller/owner of the Equipment in this sales transaction. Therefore, for the purposes of the consignment sale only, the term "Foley" in this Agreement shall apply to both Foley Equipment Company and the seller/owner of the Equipment.

10. Assignment and Entire Agreement. Foley may assign this Agreement to a third party. This Agreement covers all agreements between the parties related to this transaction. Foley is not bound by any representative or terms made by any agent related to this transaction which are not contained herein.

Customer's Initials _____

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A VEHICLE SALES INVOICE FOR THE WATER POLLUTION CONTROL DEPARTMENT.

WHEREAS, the City of Sedalia, Missouri has received a vehicle sales invoice from the Missouri State Highway Patrol for the purchase of a 2018 Chevrolet Silverado 4X4 Crew Cab for the Water Pollution Control Department; and

WHEREAS, under the terms of the invoice, the City of Sedalia shall pay the sum and amount of Twenty-five Thousand Five Hundred dollars (\$25,500.00) to the Missouri State Highway Patrol for said vehicle as more fully described in the vehicle sales invoice attached to this Ordinance and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri hereby authorizes the vehicle sales invoice by and between the City of Sedalia, Missouri and Missouri State Highway Patrol in substantively the same form and content as the vehicle sales invoice 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 vehicle sales invoice 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 vehicle sales invoice 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 15th day of April 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 15th day of April 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

To: Matt Wirt, Assistant City Administrator
From: William Bracken, Utility Director
Date: April 9th, 2024
Subject: Purchase of used truck

I would like to recommend the purchase of a used 2018 Chevrolet 2500 4x4 from the Missouri State Highway Patrol in the amount of \$25,500 to replace two service vehicles used at waste water plants to haul tools, equipment, and heavy supplies. The purchase was planned in the WPC capital account and is under the budgeted amount of \$30,000. During a review of vehicles during the combination of water and waste water departments I found two vehicles in poor mechanical condition. The first vehicle is a 2000 Ford Ranger that has a bad engine and is in poor general condition. A 2011 Chevrolet service van that had been used as an animal control van but now has electrical and mechanical needed repairs that are beyond the value of the vehicle. The vehicles being replaced will be sold at auction.

We have been pleased with the vehicles that we have obtained from MSHP in the past as they perform a complete inspection and repair any defects before sales. The purchase of the MSHP truck meets City purchasing policy under the Cooperative Procurement Program as this is a form of State Surplus and "similar programs that meet the spirit and intent of these procedures in their process".

MISSOURI STATE HIGHWAY PATROL
Fleet & Facilities Division
P.O. Box 568
Jefferson City, MO 65102
VEHICLE SALES INVOICE

Invoice Number: 20240063

Page 1 of 1

Under provisions of 43.260 RSMo, the Missouri State Highway Patrol is authorized to sell the following used vehicles.

(1) Year and Make of Vehicle: 2018 Chevrolet Siverado 4X4 Crew Cab Title Number: TLR82994
 Serial Number: 1GC1KUEG5JF241353 P Number: 18216 Price: \$25,500.00
 Comments: Mileage 106717

(2) Year and Make of Vehicle: _____ Title Number: _____
 Serial Number: _____ P Number: _____ Price: _____
 Comments: _____

(3) Year and Make of Vehicle: _____ Title Number: _____
 Serial Number: _____ P Number: _____ Price: _____
 Comments: _____

(4) Year and Make of Vehicle: _____ Title Number: _____
 Serial Number: _____ P Number: _____ Price: _____
 Comments: _____

(5) Year and Make of Vehicle: _____ Title Number: _____
 Serial Number: _____ P Number: _____ Price: _____
 Comments: _____

Agency: City of Sedalia
 Address: 200 S Osage Ave. Sedalia, MO. 65301 660-826-8100

By: _____ Title: _____ Date: _____

Upon receipt of a check in the amount of \$25,500.00, payable to the Missouri State Highway Patrol, title(s) to the above identified vehicle(s) will be transferred to the above buyer. No guarantee on the used vehicle(s) is expressed or implied by the Missouri State Highway Patrol.

MISSOURI STATE HIGHWAY PATROL

Todd Diehl Fleet Control Coordinator 04/08/2024
 By Title Date

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF A BID FOR THE PURCHASE OF VEHICLES FOR THE SEDALIA POLICE DEPARTMENT.

WHEREAS, the City of Sedalia, Missouri has received a bid from W-K Chrysler Dodge Jeep Ram of Sedalia for the sale of 2 (Two) vehicles for the Sedalia Police Department; and

WHEREAS, under the proposal, the City of Sedalia, Missouri shall pay W-K Chrysler Dodge Jeep Ram of Sedalia the total sum of Eighty-six Thousand One Hundred Fifty-four dollars (\$86,154.00) as more fully described in the proposed bid attached to this ordinance and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri hereby approves and accepts the bid by and between the City of Sedalia, Missouri and W-K Chrysler Dodge Jeep Ram of Sedalia as it has been proposed.

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 15th day of April 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 15th day of April 2024.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

Sedalia Police Department
DEPARTMENTAL MEMORANDUM
Office of the Chief of Police

To : Assistant City Administrator Matthew Wirt
City Administrator Kelvin Shaw
City Clerk Jason Myers

From : Chief David Woolery_____

Date : April 8th, 2024

Ref : Vehicle bid acceptance

The Sedalia Police Department has solicited bids for two Dodge Durangos to be used as police vehicles. Bids were solicited and we received one bid from WK Chrysler Jeep Ram of Sedalia. The bid was \$43,077 per police vehicle for a total of \$86,154. This bid is within the budgeted amount of \$87,600.

The police department did budget for this purchase in FY 2025. As a result, I would like to request council approve and accept the \$86,154 for the police vehicles.

BID FORM
2- 2024 Black Dodge Durango AWD Hemi Vehicles
DUE DATE: April 5th, 2024, 2pm CST.

This bid covers a package consisting of police vehicle(s) for the Sedalia Police Department as specified:

TOTAL PROPOSED COST OF BID 86,154

COST FOR EACH VEHICLE AS A SINGLE UNIT 1. 43,077
2. 43,077

COST FOR DELIVERY TO THE CITY OF SEDALIA 0

MAKE & MODEL OF PROPOSED VEHICLES DODGE DURANGO PURSUIT

PROPOSED DELIVERY OF THE VEHICLES 120 DAYS AFTER BID

MANUFACTURER WARRANTY ON VEHICLES

Engine, Transmission and Drive Train 5 YEARS OR 100,000 MILES

Electrical Systems and Components 3 YEARS OR 36,000 MILES

Other Parts of the Vehicle

IS EXTENDED WARRANTY AVAILABLE, IF YES, DESCRIBE BELOW THE WARRANTY AVAILABLE, COST AND LIMITATIONS:
NO

DOES YOUR BID MEET ALL THE SPECIFICATIONS LISTED EXCEPT THOSE YOU HAVE NOTED IN THE ATTACHED BID CHECKLIST? YES NO

ARE THERE ADDITIONAL CHARGES NOT LISTED IN YOUR BID? (IF THE ANSWER IS YES, PLEASE SPECIFY BELOW).
NO

LIST ANY ATTACHED INFORMATION SUCH AS: PICTURES/BROCHURES OF THE PROPOSED SYSTEM, TYPES OF SPECIAL FEATURES NOT CONSIDERED, AND OTHER INFORMATION ON THIS PROPOSAL.
N/A

Bidding Company: W-K FAMILY OF DRIVERSHIP
Bidding Agent: W-K COJR OF SEDALIA - CHRIS CLUTTER
Address: 2901 S. LIMIT AVE
Date: 3-28-2024 Phone: 417-619-5561
Agent's Signature: [Signature] Date: 3-28-2024

ON THE FRONT OF YOUR BID ENVELOPE MARK: Sedalia Police - Vehicle Bid

Mail To: Jason Myers, City Clerk
jmyers@sedalia.com
200 S. Osage Avenue
Sedalia, MO 65301-4334

This procedure is in accordance with the provisions of Ordinance No. 6626 of the City of Sedalia, Missouri. Additional information or questions concerning this request may be directed to the office of City Clerk (660/827-3000).

PART III: SPECIFICATIONS FOR POLICE VEHICLES

A complete copy of this checklist must be returned with accompanying bid form to constitute a responsive bid.

This specification covers only Automobiles which are suitable for City police work, containing and/or equipped with factory recommended police packages, including but not limited to the items listed below. These automobiles shall be new and of 2024 year, model and style. Cars which are designed as police models are acceptable, but must have the exterior and interior trim equal to standard production cars.

General Bid Specifications: Police Vehicle #1 & #2

Model Selected: 2024 Dodge Durango AWD Hemi with Factory Police Packages

	Does bid meet specifications TO BE COMPLETED BY BIDDER	
	YES	NO
1. Four Door SUV, all-wheel drive	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Engine: V-8 Type, 5.7 cylinders, heavy duty radiator and cooling system (including heater), oil filter and replacement element air filter, fuel injected system; Engines that are designed for use in police applications are required.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Air Conditioning: Factory installed air conditioner and fresh air heater and defroster	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Transmission: Best grade heavy duty automatic transmission recommended for Police Operations	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Steering: Power Steering with tilt wheel	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Heavy duty fade resistant brakes with power booster or ABS	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Suspension System: Heavy duty four wheel independent	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Alternator: Heavy duty alternator required with minimum of 220 amps	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Battery: Heavy duty 800 c.c.a. minimum battery	<input checked="" type="checkbox"/>	<input type="checkbox"/>

- | | | |
|--|-------------------------------------|-------------------------------------|
| 10. Glass: Tinted - all windows
<i>ALL WINDOWS EXCEPT FRONT DRIVER & PASSENGER</i> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 11. Locks: All locks to open with a single key | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 12. Automatic rear lid Opener: Car must be equipped with an electric device to unfasten and unlock the rear lid from the driver's position inside the vehicle. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 13. Front Seat: Heavy duty front bucket seats, reinforced for increased support and durability with a cloth or vinyl covering; Driver's seat shall be electric with controls allowing for up, down, forward and reverse movements. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 14. Gauges: Equipped with gauges showing temperature, oil pressure, and amperes (Individual lights are not sufficient) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 15. Power Accessories: Door locks, driver's seat and windows; Cruise Control to be mounted in steering wheel | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 16. Windshield Wipers: Two speed, intermittent windshield wipers | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 17. Radio: AM/FM required | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 18. Speakers: Standard factory | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 19. Floor Covering: heavy duty vinyl type, both front and rear, no carpet | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 20. Molding: Protective side body molding (if standard on model) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 21. Rear View Mirrors: Interior to have day or night tab, (selector type non-glare); outside mirrors to be of remote control or electric and heated | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 22. Horns: factory equipped | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 23. Cigarette Lighter or auxiliary power supply | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 24. Speedometer: Calibrated and properly geared for accuracy | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 25. Anti-Freeze: Permanent anti-freeze to be furnished by dealer in the radiators of the vehicles capable of withstanding -20 degree temperatures | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 26. Tires: (Five Tires) Fabric Belted or Steel Belted Radial Ply Hi-Performance Police Type, Black Wall or other tires suitable for police usage | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 27. Wheels: (Five Wheels) Heavy duty wheels recommended for police service, equipped with hubcaps or full wheel covers | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 28. Mirrors: Heated mirrors for both drivers and passenger's side | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 29. Body Structure: Heavy duty unitized body structure | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

- 30. Exterior Color: Black with standard interior trim in Charcoal, if available
- 31. Spotlight: Cars with factory installed spotlight on the left front exterior door which can be controlled from the interior of the vehicle.
- 32. Keyless Entry System to be controlled remotely by the vehicle operator either factory installed or aftermarket
- 33. Base Prep Police Package (AYE)
- 34. Air Bags: Driver, Passenger, and Side required
- 35. Electric Rear Window Defroster
- 36. *Front License Plate Holder
- 37. Rear backup camera
- 38. Class IV Receiver-Hitch with both 7 & 4 pin connections

A. Other Information:

It shall be the responsibility of the dealer and the car manufacturer supplying the vehicles purchased to maintain an adequate stock of all regular and special parts in the area of purchase. A special system shall be set up for expediting "hard to get" items. Shop manuals and the technical service bulletins shall also be available at the dealership for inspection by the City of Sedalia.

It shall also be the dealer's responsibility to provide to the City of Sedalia with any extended warranties that are available on the police vehicles that may be considered in the selection of the best bid.

The successful bidder shall be required to furnish part numbers for the oil filter, spark plugs and air filter elements on the new cars within 20 days after the award of the bid is made.

It is requested that the bid be done on (2) police vehicles as specified in the specifications listed. The successful vendor will guarantee the price per unit to the City of Sedalia for a period of not less than 90 days in case additional orders are made. Any deviation from specifications shall be marked and an explanation of that deviation made.

These vehicles will be utilized in the normal marked fleet operations of the Sedalia Police Department

Tabulation of Bids

(2) Police Vehicles
April 5, 2024 2:00 p.m.
Council Chambers

	W-K Chrysler Dodge Jeep Ram of Sedalia 2901 South Limit Sedalia, MO 65301
Total Proposed Cost	\$86,154.00
Cost - Single Unit	
Police Department - 2 vehicles	\$43,077.00/ea
Cost - Delivery	\$0.00
Make & Model	2024 Dodge Durango AWD Hemi
Delivery	120 Days after bid
Manufacturer Warranty	
Engine/Transmission/ Drive Train	5 Years/100,000 Miles
Electrical Systems/Components	3 Years/36,000 Miles
Other Parts	-
Extended Warranty	No
Meet Specs	Yes - Except Tinted Glass - excludes Front Driver & Passenger
Additional Charges	No

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A HERO FUND USA GRANT AGREEMENT.

WHEREAS, the City of Sedalia, Missouri, has received a HERO Fund USA grant for the purchase of ballistic vests and helmets for the Sedalia Fire Department; and

WHEREAS, under the agreement, the City of Sedalia, Missouri shall receive a grant in the amount of up to Seven Thousand Eight Hundred Sixty-seven Dollars and Fifty Cents (\$7,867.50) for said purchase as more fully described in the proposed agreement attached hereto and incorporated by reference.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts the grant agreement by and between the City of Sedalia, Missouri and the HERO Fund USA, attached hereto and incorporated by reference in substantially the same form and content as proposed.

Section 2. The Mayor, City Administrator or Fire Chief are authorized and directed to execute and the City Clerk is hereby authorized and directed to attest and fix the seal of the City of Sedalia, Missouri, on the document as it has been proposed.

Section 3. The City Clerk is hereby directed to file in his office a duplicate or copy of the document 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 15th day of April 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 15th day of April 2024.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers, City Clerk

Sedalia Fire Department
DEPARTMENTAL MEMORANDUM
Office of the Fire Chief

To : City Administrator Kelvin Shaw

From : Fire Chief Matthew Irwin

Date : April 11, 2024

Ref : Hero Fund grant acceptance

The Sedalia Fire Department, is requesting a resolution to accept a Hero Fund Grant award for ballistic vests and helmets. This grant will pay up to 7867.50 of the costs associated with this purchase.

No budget amendments will be needed for the acceptance of this grant.



GRANT FUNDING AGREEMENT

This Agreement entered in to this 10th day of April, 2024 by and between HeroFundUSA, Inc. (hereinafter referred to as HFUSA) and Seaside Fire Dept (hereinafter referred to as Department). Ballistic vests & Helmets \$7867.50

Whereas HFUSA agrees to provide funding of up to 50% of the cost of the equipment detailed in Department's initial request (attached), Department agrees to purchase said equipment and expend HFUSA's funding on such equipment within a reasonable length of time not to exceed 180-days of the issue date on HFUSA's funds distribution check. HFUSA's check will be issued after Board approval and receipt or invoice noting the subject equipment has been ordered by the requesting Department.

- 1. Department agrees to only use HFUSA's funds for the sole purpose of purchasing the subject equipment outlined in their initial request.
2. Department agrees to return all of HFUSA's funding should the equipment not be purchased within 180 days of HFUSA grant funds distribution check issue date or if the order is cancelled for any reason.
3. Department agrees to return any unused portion of HFUSA's funding should subject equipment be purchased at a lesser amount than originally agreed upon and/or approved.
4. If only part of the subject equipment is purchased, this must be agreed upon by all parties concerned and the residual balance must be returned to HFUSA within 180-days of purchase completion.
5. Department agrees to participate in media announcements(s) highlighting HFUSA's financial support of Department, if called upon to do so.
6. Department agrees to use subject equipment for its sole intended purpose based on manufacturer's operator's guide and/or usage manual.
7. Department agrees to indemnify and hold harmless HFUSA, its employees, Board of Directors and Officers of the Board in the event of death or injury resulting from the use of subject equipment.
8. Department understands they may not seek additional funding from HFUSA until a period of at least twenty-four (24) months has passed since the date noted on the check referred to paragraph #2 above. [*Subject to individual case review of extenuating circumstances.]

DEPARTMENT:

Authorized Representative Name (printed) & Signature Date

HeroFundUSA, Inc.:

Authorized Representative Name (printed) & Signature Date