



City Council Meeting Agenda
Monday, July 1, 2024 – 6:30 p.m.
City Hall, 200 South Osage, Sedalia MO

MAYOR: ANDREW L. DAWSON

MAYOR PRO-TEM: TINA BOGCESS

- A. CALL TO ORDER** – Andrew L. Dawson – Council Chambers
- B. PRAYER & PLEDGE OF ALLEGIANCE**
- C. ROLL CALL**
- D. SERVICE AWARDS**
 - 1. Kyle Rupe – Driver/Engineer – Fire – 20 years of service
 - 2. Nathan Deuschle – Captain – Fire – 10 years of service
 - 3. Mark Cherry – Officer – Police – 10 years of service
 - 4. Jamie Smoot – Accounting Tech – Finance – 5 years of service
 - 5. Ty Barrett – Officer – Police – 5 years of service
- E. RETIREMENT AWARDS**
 - 1. Monte Richardson – IT Director – Information Technology – 37 Years 7 Months of service
 - 2. Michael Holman – Crew Leader – Cemetery – 27 Years 8 ¼ Months of service
- F. SPECIAL AWARDS** - None
- I. APPROVAL OF PREVIOUS SESSION MINUTES**
 - A. Council Meeting – June 17, 2024
- II. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES** - None
- III. ROLL CALL OF STANDING COMMITTEES**
 - A. FINANCE/ADMINISTRATION** – Chairwoman Tina Boggess; Vice Chairman Tom Oldham
 - 1. Amending Maternity/Paternity Leave Policy
 - Council discussion led by Chairwoman Boggess
 - Call for Ordinance amending the Maternity/Paternity Leave Policy – Mayor Dawson
 - 2. Adopting Pregnant Workers Fairness Act Policy
 - Council discussion led by Chairwoman Boggess
 - Call for Ordinance Adopting the Pregnant Workers Fairness Act Policy – Mayor Dawson
 - 3. Open Container Waiver – “Wings for Wags” Event
 - Council Discussion led by Chairwoman Boggess
 - Call for Ordinance waiving open container laws and imposing other conditions relating to the Retrieving Freedom/The Local Tap “Wings for Wags” event – Mayor Dawson
 - B. PUBLIC SAFETY** - Chairman Jack Robinson; Vice Chairman Steve Bloess
 - 1. Budget Amendment and approval of quote – Outdoor Warning Sirens – purchase/installation Project – Federal Signal Corp. - \$175,000.00
 - Council Discussion led by Chairman Robinson

R Call for Resolution of the City Council of the City of Sedalia, Missouri stating facts and reasons for the necessity to amend and increase the City's Annual Budget for Fiscal Year 2025 – Mayor Dawson

O Call for Ordinance Amending the Budget for the Fiscal Year 2024-2025 Regarding Fire Outdoor Warning Siren Purchase – Mayor Dawson

O Call for Ordinance Approving and Accepting a quote for the purchase of five (5) Outdoor Warning Sirens – Mayor Dawson

2. Budget Amendment – Camera Purchase and Install – Fire Department - \$8,536.98

Council Discussion led by Chairman Robinson

R Call for Resolution of the City Council of the City of Sedalia, Missouri stating facts and reasons for the necessity to amend and increase the City's Annual Budget for Fiscal Year 2025 – Mayor Dawson

O Call for Ordinance Amending the Budget for the Fiscal Year 2024-2025 Regarding Fire Camera Purchase and Install – Mayor Dawson

3. Budget Amendment and Quote – Freddie the Fire Truck – Police and Fire – Robotronics, Inc. – \$11,466.80

Council Discussion led by Chairman Robinson

R Call for Resolution of the City Council of the City of Sedalia, Missouri stating facts and reasons for the necessity to amend and increase the City's Annual Budget for Fiscal Year 2025 – Mayor Dawson

O Call for Ordinance Amending the Budget for the Fiscal Year 2024-2025 Regarding Police D.A.R.E. Purchase of Freddie the Fire Truck – Mayor Dawson

O Call for Ordinance Approving and Accepting a Quote for the Purchase of Freddie the Fire Truck for the Police and Fire Departments – Mayor Dawson

C. PUBLIC WORKS – Chairman Bob Hiller; Vice Chairwoman Tina Boggess

1. Authorizing Change Order #1 – Orr Wyatt Streetscapes – Storm Drainage Improvements – Project Area 14- \$19,390.00

Council Discussion led by Chairman Hiller

O Call for Ordinance Approving and Accepting Change Order number one for Storm Drainage Improvements Project Area #14 – Mayor Dawson

2. Authorizing TRIM Grant Application – Department of Conservation - \$10,000.00

Council Discussion led by Chairman Hiller

R Call for Resolution Authorizing an application by the City of Sedalia, Missouri for a Tree Resource Improvement and Maintenance (TRIM) Grant through the Department of Conservation to continue to grow the City's urban forest – Mayor Dawson

D. COMMUNITY DEVELOPMENT – Chairwoman Rhiannon M. Foster; Vice Chairman Bob Cross

1. Main Street Licensing Agreement

Council Discussion led by Chairwoman Foster

O Call for Ordinance Approving and Accepting a Trademark Sublicense Agreement by and between the City of Sedalia Missouri, Sedalia Main Streets and National Main Street Center, Inc. for incorporating the Main Street America program – Mayor Dawson

IV. OTHER BUSINESS

A. APPOINTMENTS - None

B. LIQUOR LICENSES

New:

*Melissa Atkinson dba The 518 Provisions, 520 South Ohio, Liquor by the Drink & Sidewalk Consumption - \$500.00

Renewals:

*Crystal Sims dba Woods Supermarket Inc., 1400 South Limit, Suite 3, Packaged Liquor, Sunday Sales & Taste Testing - \$487.50

*Crystal Sims dba Woods Supermarket, Inc., 701 East Broadway, Packaged Sales & Sunday Sales - \$450.00

*Mary Jane Stewart dba American Legion Post #642, 2016 West Main, Liquor by the Drink - \$450.00

*Jeremy Klein dba The Korner Lounge, 1604 South Ohio, Liquor by the Drink and Sunday Sales - \$750.00

*Jeremy Klein dba Cork-N-Bottle, 3806 East Broadway, Sunday Sales & Packaged Liquor - \$450.00

*Dianna Greene dba Little Big Horn, 150 South Limit, Suite 100, Beer and Wine - \$75.00

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

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

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

A. Roll Call Vote for Closed Door Meeting

B. Discussion of closed items

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

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

VIII. ADJOURN MEETING

A. Motion and second to adjourn meeting

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

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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 JUNE 28, 2024 AT 3:30 P.M. AT THE SEDALIA MUNICIPAL BUILDING, BOONSLICK REGIONAL LIBRARY, SEDALIA PUBLIC LIBRARY AND ON THE CITY’S WEBSITE AT WWW.SEDALIA.COM



OFFICE OF THE CITY ADMINISTRATOR

To: Honorable Mayor Andrew L. Dawson & City Council Members
From: Kelvin Shaw, City Administrator *KS*
Re: Agenda items for City Council meeting on Monday, July 1, 2024, 6:30 p.m.

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

1. New federal legislation has been passed regarding pregnant workers. To ensure compliance with the Pregnant Workers Fairness Act, Human Resources Director Ramey-Trull has worked with legal to review and update the personnel policies. Staff recommends approval of updating the applicable leave policy sections, and add a new section with the next ordinance.
2. As discussed above this ordinance adds a new section to our policies pursuant to the Pregnant Workers Fairness Act that has become law.
3. The Local Tap has, again this year, partnered with Retrieving Freedom to hold its annual chicken wing cook-off competition as a fundraiser benefiting Retrieving Freedom. As in years past, staff has worked with the organizers to address security concerns and other logistical matters. This year's "Wings for Wags" event is scheduled for September 14th from 4:00 p.m. to 9:00 p.m. and they have requested the suspension of the open container prohibition within the specifically designated area during this time. Staff recommends approval, with the agreed upon conditions of issuing an event wrist band indicating verification of legal age and the hiring of off-duty Sedalia police officers to ensure compliance and safety.

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

1. At the last meeting, Chief Irwin gave an updated presentation of tornado siren coverage to address the concerns Council expressed at a previous meeting. Based on information and recommendations in that presentation, Council passed a motion to direct staff to bring back a budget amendment to utilize reserves to add five additional sirens at a cost of \$175,000.
2. Part of the improvements made to address concerns of trains blocking road crossings when public safety vehicles need to cross includes the addition of cameras that will livestream directly to Joint Dispatch and the fire stations. The viewing equipment cost of \$8,536.98 was not anticipated when adopting the budget. Therefore, staff recommends a budget amendment to formally appropriate these funds.
3. Fire Chief Irwin presented in his strategic plan presentation the concept of adding a "Freddie the Fire Truck" to the fire prevention and education initiatives. This robotic unit would draw more attention, particularly with the youth, to the fire prevention activities. This initiative was ranked by Council as sixteenth out of eighteen items for the general fund opportunities. Consequently, other higher priorities were funded and this item was left unfunded for this fiscal year. Recently though, the primary organizer of the fundraiser for Drug Abuse Resistance Education (DARE) approached the Fire and Police Chiefs about combining the robotic

use for not only fire prevention but also with the DARE program. The thought being that having DARE on the robot would lend itself to talking with youth about staying off drugs and staying safe from fires as well. Due to the past successes in raising funds for DARE, there are ample funds to add this asset for the program. Councilman Hiller, as the lead organizer of the DARE fundraising events, has discussed with a few of the major contributors and they are in agreement that this would be a good use of DARE funds. Therefore, staff has prepared a budget amendment that would allow for the purchase of this asset from the restricted donations for DARE.

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

1. As presented in the strategic plan, we continue to work through the storm water improvement master plan. We have been able to pick off a project or two each year as available funding has allowed. For this fiscal year, we were successful in securing a grant to accelerate the plan. Council approved contracts for four project areas in February and four more in May. During construction of the storm drainage improvements in the area of Center and 9th Street, additional pipe was discovered that was not on the plans. Also, it was noted that there is some ponding where a drive approach and sidewalk are too low in comparison to the storm water inlet. Staff worked with the contractor to develop a change order that would modify an inlet to tie in the additional pipe, as well as, to build up the low sidewalk and drive approach to prevent the current ponding. The cost for this additional work is \$19,390.00 and the total expenditures would still be under the budget and grant award amounts. Staff recommends approval of the change order.
2. For the last several years, the City has participated in the Tree City USA program. As a designated Tree City, we are eligible to apply for a Tree Resource Improvement and Maintenance (TRIM) grant through the Department of Conservation to continue to grow and maintain the City's urban forest. We have been successful in being awarded these grants each year in the past to help us hire arborist to consult with us and to purchase additional trees to plant. Staff recommends adopting a resolution to authorize the submittal of the grant application for this year.

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

1. The City has been using the Main Street Approach TM to assist with and encourage the revitalization of our downtown. Through this program, and the assistance of Missouri Main Street Connection with grants, we have organized Sedalia Main Streets. Under Director Simmon's and Planner / Downtown Specialist Cornine's leadership, by utilizing this model, a huge amount of progress has been made, and the level of excitement and commitment to revitalization is much greater. In a relatively short amount of time, the City's status in the program has been restored to Affiliate. In May, Council approved an agreement that essentially gives us the ability to continue to use their model and tools, while we agree to abide by their guidelines on the use of them. In connection with that agreement, Main Streets has presented us a Trademark Sublicense Agreement that allows us to use their trademarked materials under these conditions. Staff recommends approval of the agreement.



Let's Cross Paths

CITY OF SEDALIA, MISSOURI
CITY COUNCIL MEETING
JUNE 17, 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 June 17, 2024 at 6:30 p.m. at the Municipal Building in the Council Chambers with Mayor Andrew L. Dawson presiding. Mayor Dawson called the meeting to order and asked for a moment of prayer led by Chaplain Byron Matson followed by the Pledge of Allegiance.

ROLL CALL:

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

SPECIAL AWARDS:

Fire Department Badge Pinnings: Fire Chief Matt Irwin presented Firefighter Badges to Trent Flake, Tanner Crawford and Adam Bazen. The three were in and expedited Fire I and II classes, which were originally 6-months reduced to a 12-week academy.

SERVICE AWARDS /RETIREMENT AWARDS: None

MINUTES: The Council Meeting minutes of June 3, 2024 were approved on motion by Foster, seconded by Cross. All in favor.

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES:

The Planning and Zoning Commission minutes dated March 6, 2024 were accepted on motion by Foster, seconded by Oldham. All in favor.

ROLL CALL OF STANDING COMMITTEES:

FINANCE & ADMINISTRATION

Chairwoman Tina Boggess; Vice Chairman Thomas Oldham
Financial Update: Finance Director Jessica Pyle reported on trends from Fiscal Year to date for April net sales and use tax which combined is up \$411,720.00 or 9.3% over last Fiscal Year.

- Wood & Huston approached the City about placing some deposits with them. The City invests in Certificates of Deposit with various institutions to earn a return on cash reserves while maintaining Federal Deposit Insurance Corporation covered as required by State Statute in the City's investment policy. The City favors utilizing local banks since they are able to be competitive with rates. Wood & Huston quoted a favorable rate for CD's and staff recommends the addition of the local branch as an authorized depository.

BILL NO. 2024-111, ORDINANCE NO. 12068 – AN ORDINANCE AUTHORIING THE ADDITION OF WOOD & HUSTON BANK AS A DEPOSITORY INSTITUTION FOR BANK ACCOUNTS AND INVESTMENTS OWNED BY THE CITY OF SEDALIA 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".

PUBLIC WORKS – Chairman Bob Hiller; Vice Chairwoman Tina Boggess

- The City continues to work on storm drainage improvements through the Master Plan. Projects have been completed as funding allows. This Fiscal Year the City was successful in securing a Grant accelerating the plan. During construction on project area 21, it was determined by Poort Excavating that the size of the drop inlet needs increased. Cost \$7,480.00

BILL NO. 2024-112, ORDINANCE NO. 12069 – AN ORDINANCE APPROVING AND ACCEPTING CHANGE ORDER NUMBER ONE FOR STORM DRAINAGE IMPROVEMENTS PROJECT AREA #21 was read once by title.

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

- Ordinance approves and accepts a bid from W-K Chrysler Dodge Jeep Ram of Sedalia for purchase of 4 Chevrolet Silverado 1500 4X4 trucks for the Water Department and Water Pollution Control. These vehicles replace other fleet vehicles with high mileage and in poor condition. Cost \$174,424.00.

BILL NO. 2024-113, ORDINANCE NO. 12070 – AN ORDINANCE APPROVING AND ACCEPTING A BID FOR THE PURCHASE OF (4) CHEVROLET SILVERADO 4X4 TRUCKS TO BE UTILIZED BY THE WATER DEPARTMENT AND WATER POLLUTION CONTROL DEPARTMENT was read once by title.

2nd Reading – Motion by Foster, 2nd by Oldham. 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 agreement with Broadfoot Engineering, LLC., is for water main extension to developments along Highway 65 and Highway HH. Broadfoot has worked with developers on preliminary site plans and obtaining the topography report. Staff has been working with Broadfoot Engineering to design the plans and necessary easements. Cost \$49,000.00.

BILL NO. 2024-114, ORDINANCE NO. 12071 – AN ORDINANCE AUTHORIZING AN AGREEMENT FOR PROFESSIONAL SURVEY AND CIVIL ENGINEERING DESIGN AND PLANS FOR THE EXTENSION OF WATER MAIN was read once by title.

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

Final Passage – Motion by Oldham, 2nd by Robinson. 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 Chairman Bob Cross – No Report

PUBLIC SAFETY - Chairman Jack Robinson; Vice Chairman Steve Bloess

Fire Chief Matt Irwin presented information regarding Tornado Sirens.

Tornado Siren Facts: Only meant to be heard outside; effective range of a siren is generally one mile but is limited by buildings, trees, topography; The City of Sedalia currently has 11 sirens inside the city and 3 within the MO State Fairgrounds; Sirens are tested by EMA first Wednesday of the month (weather dependent); June 5th a test was completed with a number of consecutive tests; All sirens sounded within the city, 32nd and Kentucky failed work order sent; Large sirens cost @35,000.00 per siren (1-mile reach); Medium sirens will cost @31,000.00 per siren. (1/2-mile reach).

Fire Chief Irwin stated that if the decision is to use smaller sirens, he would recommend the addition of 7 total sirens to address areas not currently covered. If it is decided to use the larger sirens, the recommendation would be to add 5 sirens to eliminate non-coverage in areas.

At the projected cost of \$175,000.00 to add 5 large sirens, the City could do them in phases:

- Phase 1 – Clover Dell Park and Smith Cotton
- Phase 2 – North West and North Central
- Phase 3 – North East

With the possibility of a large subdivision going in on the Southwest side of the City, the Clover Dell siren could be located farther south and east to envelop the subdivision.

EMA Director Trisha Rooda stated that she does not recommend moving sirens due to the cost involved. Fire Chief Irwin added that he has researched movement of sirens and once you pull one, you end up moving more than one to adjust for coverage. EMA Director Rooda stated that EMA depends on multiple warning methods which include NOAA weather radios. These are activated and will alert individuals before the sirens are activated. There is also the Nixle app and Red Cross Severe weather app which are free. Mayor Dawson inquired about any additional maintenance fees related to the installation of sirens. Bruce Fisher, with Blue Valley Public Safety, stated that each siren is warrantied for 2 years; the siren head warrantied for 5 years; and an annual service plan is offered if the City has an interest. The siren sound is at 130 decibels at a 100 feet and the range is based on FEMA standards. The sirens referred to in the presentation have a range of 6,500 feet at 70 decibels so circles are set to encompass about 5,000 feet but can cover more than that based on how they are built. Councilwoman Boggess inquired about reasons behind removal of the siren in Hubbard Park. In 2018, EMA met with City Administrator Shaw to discuss coverage which caused changes in coverage mapping. Coverage was needed by NuCor and also Kohl's so one was repositioned and another purchased. Councilwoman Boggess requested that the siren be put back in Hubbard Park. Motion by Oldham to implement the 3-year phased approach with 2 south sirens this year. Councilwoman Foster asked for City Administrator Shaw's recommendations based on the Budget if done all at once. City Administrator Shaw stated that there are sufficient reserves to implement them all at once, however you would have less reserves for future use. If the City Council would like to implement all 5 at once, he would make that recommendation. Councilman Oldham withdrew his motion.

Motion by Foster, seconded by Hiller to implement all 5 sirens at once. All in Favor.

APPOINTMENTS: None

BIDS: (4) 2024 Chevrolet Silverado 1500 Double Cab – June 4, 2024

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

New:

*Gloria Ayala dba Don Jose Mexican, 111 South Grand, Liquor by the Drink & Sunday Sales

Renewals:

*Christina Sherman dba Jiffy Stop Food Mart #591, 1722 West Broadway, Packaged Liquor & Sunday Sales

*Lindsey Pahlow dba Applebee's Neighborhood Bar & Grill, 3320 West Broadway, Liquor by the Drink & Sunday Sales

*Larry R. Garfriel dba Ni-Kuni Japanese Steak House, 2401 West Broadway, Liquor by the Drink & Sunday Sales

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:

Councilwoman Boggess invited everyone to attend a meeting on Tiny Houses to be held Wednesday, June 26, 2024, at City Hall, 6:30 p.m.

Councilman Oldham announced that June 22nd is the Annual Day of Action for United Way. This year it will be centered around Katy Park and the surrounding area.

Councilman Oldham stated that he missed the opportunity to vote on an important matter regarding the Fire Station model. He has been an advocate for a 3-station model. In 2020, the public came together and created a comprehensive plan showing projected residential growth to the South and industrial growth to the North. Currently with our 2-station model, we are unable to meet call times within city limits by at least 2 minutes. With projected growth, call times could grow to 5 minutes. In 2019, a feasibility study was conducted on the Central Fire Station. The results were that a 2-station model was not working and if we do not have a 3-station model to keep pace with growth our ISO rating will be in jeopardy. The study does show that building codes do play a small factor. What is important in relation to the ISO rating is the placement of Fire Stations which can be up to 50% of the rating. Rebuilding the Central Station at the current location may place our ISO rating at risk. When it comes to affordability, the decision should be up to the public. They see the need and have asked to move forward with a 3-station model. If a tax is the route, then the public would decide. Next Council meeting he will be motioning for reconsideration of a 3-station model.

GOOD & WELFARE:

Gary LoBaugh, 821 South Arlington, requested that a copy of the financial updates be attached to the City Council packet.

Rene Vance, 19813 Tanglenook, thanked the City for their sponsorship and support.

Alona Boggess-Reid, 802 North Missouri, thanked the City Council, Sedalia Police and Sedalia Fire Departments for their attendance at the Juneteenth celebration this past Saturday.

The meeting adjourned at 7:18 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), 3 (Personnel) 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 8:35 p.m. on motion by Oldham, seconded by Robinson.

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. 2024-116, ORDINANCE NO. 12073 – AN ORDINANCE AUTHORIZING AN ACCESS AGREEMENT AND AMENDMENT TO PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND K-MAC ENTERPRISES, INC. 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”.

The regular meeting adjourned at 8:37 p.m. on motion by Oldham, seconded by Cross. All in favor.

THE CITY OF SEDALIA, MISSOURI



Andrew L. Dawson, Mayor



Jason S. Myers, City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MATERNITY/PATERNITY LEAVE POLICY.

WHEREAS, the City of Sedalia has identified the need to change the City of Sedalia's Personnel Regulations Manual pertaining to Maternity/Paternity Leave.

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

Section 1. Section 6.11, entitled Maternity/Paternity Leave is hereby amended to read as follows:

"Maternity / Paternity Leave shall be handled in accordance with the city's sick leave, family medical leave, and the Pregnant Workers Fairness Act policies. Pregnancy, if problematic, may qualify as a serious health condition under FMLA guidelines, and the birth of a child also qualifies for FMLA as outlined in Section 6.5. Further, if an employee or job applicant needs a reasonable accommodation for a known limitation related to pregnancy, childbirth, or related medical conditions, then such accommodation may be given pursuant to the PWFA as outlined in Section 6.19.

Any employee requesting leave under this provision shall present a doctor's statement concerning the length of time the employee should reasonably be allowed to work considering her condition, any limitations imposed by the individual's case, and the time needed for recovery by the employee. This doctor's statement is to be presented to the Human Resources department as far in advance as possible of the anticipated date of delivery.

Leave shall commence at a time prior to delivery as agreed upon by the employee and their Supervisor, except in the case of an emergency. While a leave of absence without pay may be granted as outlined in Section 6.17 for a predetermined time to allow for pre-natal necessities and post-natal childcare, sick leave may be granted only for such time as the employee is medically unable to complete the duties of her position, as determined by her doctor."

Section 2. 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 1st day of July, 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 1st day of July, 2024.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers, City Clerk

June 19, 2024

City Administrator Shaw,

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

The following is currently being recommended:

- 1) The Pregnant Workers Fairness Act (PWFA) has gone into law and we need to update our Maternity and Paternity policy to incorporate certain language to ensure that we are up to date with the new law.
- 2) With the Pregnant Workers Fairness Act (PWFA) going into place, we needed to create a new policy. Staff has worked with legal to create this new policy to incorporate the new Act into our Personnel Policies.

Sincerely,

Shannon Ramey-Trull
Human Resources Director

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE PREGNANT WORKERS FAIRNESS ACT POLICY.

WHEREAS, the City of Sedalia has identified the need to change the City of Sedalia's Personnel Regulations Manual by adopting a Pregnant Workers Fairness Act Policy.

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

Section 1. Section 6.19 entitled Pregnant Workers Fairness Act Policy (PFWA) is hereby added to read as follows:

"In accordance with the federal Pregnant Workers Fairness Act (PFWA), the City of Sedalia will provide reasonable accommodations to employees and applicants with limitations related to pregnancy, childbirth, or related medical conditions, unless the accommodation will cause undue hardship to the City of Sedalia's operations.

An employee or applicant may request an accommodation due to pregnancy, childbirth or a related medical condition by notifying the Human Resources Department. This request does not need to be in writing and can be informal; however, if the accommodation includes leave time, then employee shall follow the process set forth in Section 6.11. If an applicant is requesting leave time, then such request shall be communicated to the Human Resources Department. Upon receipt of the request, Human Resources, will enter into an interactive process with the employee or applicant to determine if an accommodation is reasonable and can be provided without significant difficulty, expense, or undue hardship to the City as defined by the Americans with Disabilities Act. Further, the City may require the employee or applicant to provide the City with reasonable documentation as defined in the PWFA.

While the reasonableness of each accommodation request will be individually assessed, possible accommodations include, but are not limited to, allowing the individual to:

- Sit or stand while working.
- Drink water during the workday.
- Park closer to the building.
- Have flexible hours.
- Receive additional break time to use the bathroom, eat, and rest.
- Take time off to recover from childbirth.
- Be excused from strenuous activities and/or activities that involve exposure to compounds deemed unsafe during pregnancy.

An employee may request paid or unpaid leave as a reasonable accommodation under this policy; however, the City of Sedalia will not require an employee to take time off if another reasonable accommodation can be provided that will allow the employee to continue to work.

The City of Sedalia prohibits any retaliation, harassment, or adverse action due to an individual's request for accommodation under this policy or for reporting or participating in an investigation of unlawful discrimination under this policy. Further, the City will not cause unnecessary delay in making a reasonable accommodation pursuant to the PWFA."

Section 2. 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 1st day of July, 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 1st day of July, 2024.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

June 19, 2024

City Administrator Shaw,

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

The following is currently being recommended:

- 1) The Pregnant Workers Fairness Act (PWFA) has gone into law and we need to update our Maternity and Paternity policy to incorporate certain language to ensure that we are up to date with the new law.
- 2) With the Pregnant Workers Fairness Act (PWFA) going into place, we needed to create a new policy. Staff has worked with legal to create this new policy to incorporate the new Act into our Personnel Policies.

Sincerely,

Shannon Ramey-Trull
Human Resources Director

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE WAIVING OPEN CONTAINER LAWS AND IMPOSING OTHER CONDITIONS RELATING TO THE RETRIEVING FREEDOM/THE LOCAL TAP “WINGS FOR WAGS” EVENT.

WHEREAS, Retrieving Freedom and The Local Tap are requesting the City to waive its open container laws so they can hold their “Wings for Wags” Fundraising Event for Retrieving Freedom to be held in downtown Sedalia on September 14, 2024 from 4:00 p.m. to 9:00 p.m.; and

WHEREAS, each participant in the Wings for Wags Event will have presented their identification to verify that they are 21 years of age or older and then will have been issued a Wings for Wags Event wristband and a Wings for Wags Event cup, sticker or other unique tag to be placed on a beer bottle purchased from The Local Tap, that is unique to this event which will allow them to purchase certain alcoholic beverages for consumption from The Local Tap located in the Event area described below; and

WHEREAS, the City will have erected barricades blocking certain downtown streets from vehicular traffic during the time of the Wings for Wags Event; said Wings for Wags Event barricades will be generally placed in an area in the alley of the 700 Block of Ohio, North to 6th Street intersection, and west to Osage Avenue; and

WHEREAS, for the Wings for Wags Event, the City Council will authorize the waiver of its open container laws to all Wings for Wags Event participants while wearing said wristband and consuming an alcoholic beverage or sold from The Local Tap during the hours of the Wings for Wags Event and while located on one of the barricaded streets and sidewalks. All other applicable liquor laws shall be complied with and will be enforced.

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

Section 1. For the 2024 Retrieving Freedom/The Local Tap Wings for Wags Event to be held on September 14, 2024, the City Council will authorize the waiver of its open container laws to all Wings for Wags Event participants while wearing said wristband and consuming an alcoholic beverage sold from The Local Tap during the hours of the Wings for Wags Event and while located on one of the barricaded streets and sidewalks. All other applicable liquor laws shall be complied with and will be enforced.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval.

Read two times by title, copies of the proposed ordinance having been made available for public inspection in the City Clerk's Office prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 1st day of July, 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 1st day of July, 2024.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers,
City Clerk

MEMO

To: City Administrator Kelvin Shaw

From: Joleigh Cornine, Planner/Downtown Specialist

Date: June 26, 2024

Subject: Ordinance Temporarily Waiving Open Container Laws for
The Local Tap's September 14, 2024 Wings for Wags Event

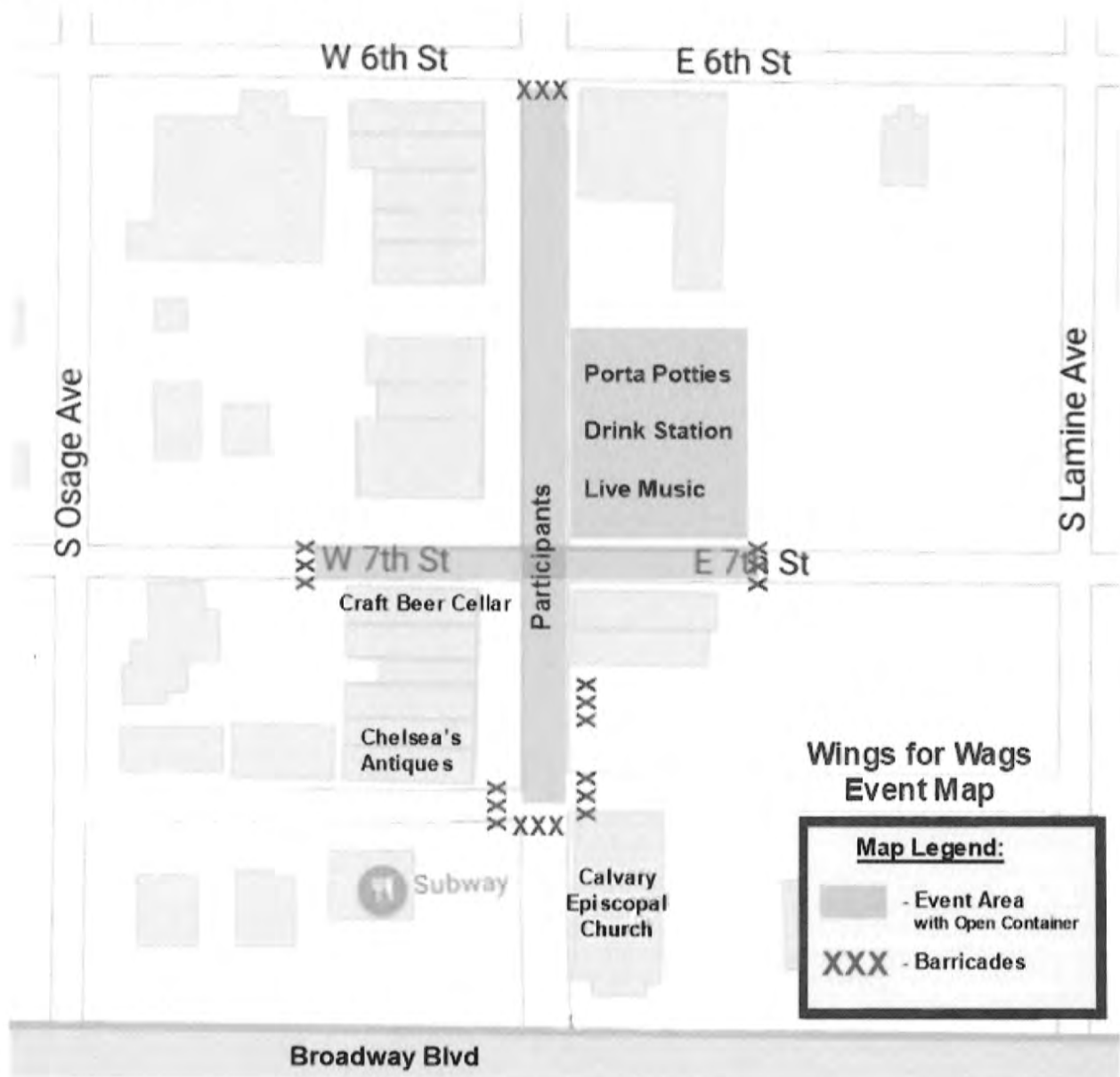
The Local Tap, located at 700 S. Ohio, is requesting the City temporarily waive its open container laws so they may hold their "Wings for Wags" event on Saturday, September 14, 2024 from 4:00 p.m. to 9:00 p.m. This annual chicken wing cook-off competition is being held as a benefit for Retrieving Freedom. A map showing the barricaded area for the event is enclosed.

Each participant at the Wings for Wags event will present photo identification to show they are 21 years of age or older and then they will be issued a wristband that will allow them to purchase and consume alcohol. Alcohol will only be allowed within the location as noted on the enclosed map.

The Local Tap has worked with the Sedalia Police Department to obtain their special event permit. Off-duty police officers will be hired to ensure public and participant safety and to monitor compliance with the modifications to our city ordinances in order for this event to take place.

Staff recommends approval of this ordinance and thanks The Local Tap not only for helping to raise funds for Retrieving Freedom but also for attracting more patrons to our downtown area.

Maps for Wings for Wags 2024



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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI,
STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE
THE CITY'S ANNUAL BUDGET FOR FISCAL YEAR 2025.**

WHEREAS, Section 67.010 of the Revised Statutes of Missouri requires each political subdivision of the State of Missouri ("State") to prepare an annual budget and establishes the requirements for that budget; and

WHEREAS, the City of Sedalia, Missouri ("City"), is a city of the third classification created pursuant to Chapter 77, RSMo, and is a political subdivision of the State of Missouri; and

WHEREAS, the City Council of the City adopted and approved the City's annual budget for Fiscal Year 2025 in accordance with the requirements of Section 67.010, RSMo, by Ordinance No. 11990 on March 18, 2024, and

WHEREAS, Sections 67.030 and 67.040 authorize and provide a procedure for the City Council to amend the City's annual budget to increase expenditures in any fund; and

WHEREAS, expenses for City's operations for Fiscal Year 2025 have been higher than budgeted, but do not exceed revenues plus the City's unencumbered balance brought forward from previous years; and

WHEREAS, the City Council of the City desire to state the facts and reasons necessitating an amendment to increase certain expenditures in the Fiscal Year 2025 annual budget.

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

Section 1. Expenditures from the City's Capital Projects Fund must be increased by a total of \$175,000 above the amount authorized in the adopted annual budget for Fiscal Year 2025. An amendment to increase said budget is necessary for the following facts and reasons:

A. Purchase five outdoor warning sirens.

Section 2. This Resolution shall take effect immediately upon its execution by the Mayor or otherwise as provided by law.

PASSED by the City Council of the City of Sedalia, Missouri, on July 1, 2024

Presiding Officer of the Council

ATTEST: _____
Jason S. Myers, City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2024-2025 REGARDING FIRE OUTDOOR WARNING SIREN PURCHASE.

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

Section 1. The 2024-2025 fiscal year budget beginning April 1, 2024 and ending March 31, 2025 is hereby amended to modify certain budgeted line items as they appear on the attached schedule and made a part hereof as Exhibit A as if fully set out herein.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 1st day of July 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 1st day of July 2024.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

Exhibit A
City of Sedalia
FY25 Budget Amendment 7/1/2024 Fire Outdoor Warning Siren Purchase

Account / Description	Current Budget	Change	Amended Budget	Comments
-----------------------	----------------	--------	----------------	----------

Expenditures / Uses of Funds				
15-32-353-41 Other Capital Projects	242,032.00	-175,000.00	417,032.00	Purchase 5 outdoor warning sirens

Total Expenditure Change	175,000.00		Net Increase (Decrease) In Projected Fund Balance
	(175,000.00)		

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FOR THE PURCHASE OF FIVE (5) OUTDOOR WARNING SIRENS.

WHEREAS, The City of Sedalia, Missouri, has received a quote from Federal Signal Corporation for the purchase of five (5) outdoor warning sirens and electrical connections; and

WHEREAS, under the terms of the quote, the City of Sedalia shall pay the sum and amount of One Hundred Sixty Two Thousand Two Hundred and Fifty Six Dollars and Three Cents (\$162,256.03) to Federal Signal Corporation for said outdoor warning sirens and electrical connections as more fully described in the quote 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 quote from Federal Signal Corporation in substantively the same form and content as the quote has been 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 quote in substantively the same form and content as the quote has been proposed.

Section 3. The City Clerk is hereby directed to file in his office a duplicate or copy of the quote 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 1st day of July 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 1st day of July 2024.

ATTEST:

Andrew L. Dawson, Mayor

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 : June 24, 2024

Ref : Budget amendment outdoor warning sirens

After the council decision to approve the purchase of 5 outdoor warning sirens, staff has worked with Blue valley Public safety to obtain these warning devises.

Costs of these devises was negotiated through the Mid-America Regional council (MARC) in the KC metro area. We are able to purchase off this negotiated contract through Blue Valley and the MARC.

Total cost for the 5 sirens is \$162,256.03.

The remaining estimated cost to run power, buried in conduit, to the new locations is \$12,743.97.

Staff recommends accepting the agreement with Blue Valley and the purchase of the outdoor warning sirens.

Contact Name: Chief Matt Irwin
Customer: City of Sedalia, MO
Address: 2606 W 16th St
 City: Sedalia
 State: MO
 Zip: 65301
Phone: 660-826-8044
 Cell: *
 Fax: *
Email: mirwin@sedalia.com

Quotation No.: ANS 617241346 Please reference quote no. on your order Date Quoted: 6/17/24

Notes: Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below. Delivery schedule cannot be established until radio information is supplied, if applicable.

Item No.	Qty.	Model/Part No.	Description	Unit Price	Total
Equipment					
1	5	2001-130	ELECTRO-MECHANICAL ROTATING SIREN, 130 DB(C) 800HZ	\$ 9,361.00	\$ 46,805.00
2	5	DCFCTBDH	DIGITAL CONTROLLER, HIGH BAND	\$ 8,242.00	\$ 41,210.00
3	5	2001TR8P	TRANSFORMER RECTIFIER PLUS	\$ 3,007.00	\$ 15,035.00
4	5	AMB-P	ANTENNA MOUNTING BRACKET, POLE	\$ 138.00	\$ 690.00
				Total Equipment	\$ 109,740.00
Shipping					
5	1	ES-FREIGHT-21	Shipping Fees		\$ 5,366.03
Services					
6	5	TK-I-2001ACDC	2001 / Equinox / 508 / Eclipse-8 DC or AC-DC Standard Installation 4 Standard Batteries 50' Class 2 Wood Pole	\$ 9,400.00	\$ 47,000.00
7	5	OMNI-4	ANTENNA, 152-156MHZ VHF, 35 FT CABLE	\$ 480.00	\$ 2,400.00
8	5	TK-S-CPSYSOP-CU	System Optimization Per Site, CUSTOM	\$ 750.00	\$ 3,750.00
				Total Services	\$ 53,150.00
				Total of Project	\$ 162,256.03
Permits					
9	5	BV-TRAFFIC	Traffic Control, if required	\$ 1,500.00	\$ 7,500.00
10	5	BV-Permit	Cost associated with electrical inspections / permits, if required. This does NOT include costs for getting the electrical service to the pole.	\$ 1,850.00	\$ 9,250.00

Prices are firm for 90 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation IS ONLY VALID IF countersigned below by a Regional Manager of the Safety & Security Systems Group, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment. Trenching is additional. Power Clause, bringing power to the equipment is the responsibility of the purchaser. Permit Clause, any special permits, licenses or fees will be additional. See attached Terms sheet. **Site Restoration** is not included in this quote unless specifically called out above. As the site has typically not been determined at the time of quoting we cannot forecast what landscaping, seeding or backfilling will be required to restore a site. It is recommended to keep sites within 15' of a paved surface so as to avoid damage to landscaping at the time of installation and for future service. **Adverse Site Conditions**, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment. **Power Clause:** Bringing power to the siren equipment is the responsibility of the purchaser. Trenching is additional. **Traffic Control Clause:** Traffic control, if required, will be an additional \$250.00 per site. **Permit Clause:** Any special permits, licenses or fees will be additional. **FCC Licensing Clause:** The buyer is responsible for maintaining any FCC licensing requirements associated with the use of this equipment. **Classified Location Clause:** No equipment or services are designed or installed to meet the requirements of a classified location installation unless noted. **Sales Tax:** Sales Tax will be additional unless an Exemption Certificate is provided.

Proposed By: Bruce F
Company: Blue Valley Public Safety Inc.
Address: P.O. Box 363 - 509 James Rollo Dr.
City, State, Zip: Grain Valley, MO 64029
Country: USA
Work Phone: 1-800-288-5120
Fax: 816-847-7513
Approved By: Brian Cates
Title: General Manager

Delivery: 12-16 Weeks
Freight Terms: FOB University Park
Terms:
 Equipment, Net 30 Days upon receipt
 Services, Net 30 Days as completed,
 billed monthly. Net 30 will not be held
 for installations.



FEDERAL SIGNAL
Safety and Security Systems
Advancing security and well being.

2645 Federal Signal Drive
 University Park, Illinois 60484-0975
 800.548.7229
 www.fedsig.com

*** Purchase Order MUST be made out to: ***
 Federal Signal Corporation, 2645 Federal Signal Drive, University Park, IL 60484
 Purchase Order MUST be e-mailed, mailed or faxed to:
 Blue Valley Public Safety, Inc., PO Box 363, Grain Valley, MO 64029 Fax: 816-847-7513
 dee@bvpsonline.com

Contact Name: Chief Matt Irwin
 Customer: City of Sedalia, MO
 Address: 2606 W 16th St
 City: Sedalia
 State: MO
 Zip: 65301
 Phone: 660-826-8044
 Cell: *
 Fax: *
 Email: mirwin@sedalia.com
 Notes: Delivery schedule cannot be established until radio information is supplied, if applicable.

Quotation No.: FWS
617241346
 Please reference quote
 no. on your order
 Date Quoted: 6/17/24

I hereby agree to the Terms stated on this quotation and in the attached Terms document on behalf of the above mentioned Company or Government Entity.

 Signature:

 Title:

Quotation No.: FWS
617241346

Sales Agreement

(1) Agreement. This agreement (the "Agreement") between Federal Signal Corporation ("FSC") and Buyer for the sale of the products and services described in FSC's quotation and any subsequent purchase order shall consist of the terms herein. This Agreement constitutes the entire agreement between FSC and Buyer regarding such sale and supersedes all prior oral or written representations and agreements. This Agreement may only be modified by a written amendment signed by authorized representatives of FSC and Buyer and attached hereto except that stenographic and clerical errors are subject to correction by FSC or upon FSC's written consent. FSC objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's purchase order or in any other communication from Buyer to FSC unless specifically agreed to by FSC in writing. Prior courses of dealing between the parties or trade usage, to the extent they add to, detract from, supplant or explain this Agreement, shall not be binding on FSC. This Agreement shall be for the benefit of FSC and Buyer only and not for the benefit of any other person.

(2) Termination. This Agreement may be terminated only upon FSC's written consent. If FSC shall declare or consent to a termination of the Agreement, in whole or in part, Buyer, in the absence of a contrary written agreement signed by FSC, shall pay termination charges based upon expenses and costs incurred in the assembly of its products or in the performance of the services to the date such termination is accepted by FSC including, but not limited to, expenses of disposing of materials on hand or on order from suppliers and the losses resulting from such disposition, plus a reasonable profit. In addition, any products substantially completed or services performed on or prior to any termination of this Agreement shall be accepted and paid for in full by Buyer. In the event of a material breach of this Agreement by Buyer, the insolvency of Buyer, or the initiation of any solvency or bankruptcy proceedings by or against Buyer, FSC shall have the right to immediately terminate this Agreement, and Buyer shall be liable for termination charges as set forth herein.

(3) Price/Shipping/Payment. Prices are F.O.B. FSC's Factory. Buyer shall be responsible for all shipping charges. If this Agreement is for more than one unit of product, the products may be shipped in a single lot or in several lots at the discretion of FSC, and Buyer shall pay for each such shipment separately. FSC may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. FSC will invoice for product upon shipment to Buyer and for services monthly as completed. Amounts invoiced by FSC are due 30 days from date of invoice, except that payment terms for turn-key sales of product and services are 10% of total contract mobilization fee due with Buyer's order. Invoice deductions will not be honored unless covered by a credit memorandum. Minimum billing per order is \$75.00.

(4) Risk of Loss. The risk of loss of the products or any part thereof shall pass to the Buyer upon delivery thereof by FSC to the carrier. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

(5) Taxes. Price quotes by FSC do not include taxes. Buyer shall pay FSC, in addition to the price of the products or services, any applicable tax (however designated) imposed upon the sale, production, delivery or use of the products or services to the extent required or not forbidden by law to be collected by FSC from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to FSC before the date of invoice.

(6) Delivery. Although FSC shall in good faith endeavor to meet estimated delivery dates, delivery dates are not guaranteed but are estimated on the basis of immediate receipt by FSC of all information required from Buyer and the absence of delays, direct or indirect, as set forth in paragraph 29 herein.

(7) Returns. Buyer may return shipped product to FSC only upon FSC's prior written consent (such consent to be in the sole discretion of FSC) and upon terms specified by FSC, including prevailing restocking and handling charges. Buyer assumes all risk of loss for such returned product until actual receipt thereof by FSC. Agents of FSC are not authorized to accept returned product or to grant allowances or adjustments with respect to Buyer's account.

(8) Inspection. Buyer shall inspect the product immediately upon receipt. All claims for any alleged defect in FSC's product or deficiency in the performance of its services under this Agreement, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by FSC within 30 days of Buyer's receipt of the product or FSC's performance of the services. Failure to make any such claim within said 30 day period shall constitute a waiver of such claim and an irrevocable acceptance of the product and services by Buyer.

(9) Limited Warranty. FSC warrants each new product to be free from defects in material and workmanship, under normal use and service, for a period of two years from delivery to Buyer (one-year for Informers and all software products, five years on 2001 & ECLIPSE Series siren head). During this warranty period, FSC will provide warranty service for any unit which is delivered, shipping prepaid by the Buyer, to a designated warranty service center for examination and such examination reveals a defect in material and/or workmanship. FSC will then, at its option, repair or replace the product or any defective part(s), or remit the purchase price of the product to Buyer. This warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product, or labor charges for removal and re-installation of the product for warranty service at any location other than FSC's designated warranty service center. This warranty shall not apply to components or accessories that have a separate warranty by the original manufacturer, such as, but not limited to, radios and batteries, and does not extend to any unit which has been subjected to abuse, misuse, improper installation or which has been inadequately maintained, nor to units with problems due to service or modification by other than an FSC warranty service center. FSC will provide on-site warranty service during the first 60 days after the completion of the installation when FSC has provided a turn-key installation including optimization and/or commissioning services. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(10) Remedies and Limitations of Liability. Buyer's sole remedy for breach of warranty shall be as set forth above. IN NO EVENT SHALL FSC BE LIABLE FOR ANY LOSS OF USE OF ANY PRODUCT, LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, NOR SHALL FSC'S LIABILITY FOR ANY OTHER DAMAGES WHATSOEVER ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS OR SERVICES EXCEED THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES.

(11) PATENTS. FSC shall hold Buyer harmless, to the extent herein provided, against any valid claim by any third person of infringement of any United States Patent by product manufactured by FSC, but if Buyer furnished product or system design specifications to FSC, Buyer shall hold FSC harmless against any infringement claim consisting of the use of product manufactured by FSC in accordance with Buyer's product or system design or in combination with product manufactured by Buyer or others. In the event that any product manufactured by FSC is held to infringe any patent and its use is enjoined by any competent court of law, FSC, if unable within a reasonable time to secure for Buyer the right to continue using such product, either by suspension of the injunction, by securing for Buyer a license, or otherwise, shall, at its own expense, either replace such product with non-infringing product or modify such product so that it becomes non-infringing, or accept the return of the enjoined product and refund the purchase price paid by Buyer less allowance for any period of actual use thereof. FSC makes no warranty that its product will be delivered free of a valid claim by a third person of infringement or the like and Buyer's remedies for such a claim will be limited to those provided in this paragraph.

(12) Assignment and Delegation. Buyer shall not assign any right or interest in this Agreement, nor delegate the performance of any obligation, without FSC's prior written consent. Any attempted assignment or delegation shall be void and ineffective for all purposes unless made in conformity with this paragraph.

- (13) Severability.** If any term, clause or provision contained in this Agreement is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.
- (14) Installation.** Installation shall be by Buyer unless otherwise specifically agreed to in writing by FSC.
- (15) Governing Law and Limitations.** This Agreement shall be governed by the laws of the State of Illinois. Venue for any proceeding initiated as the result of any dispute between the parties that arises under this Agreement shall be either the state or federal courts in Cook or DuPage County, Illinois. Whenever a term defined by the Uniform Commercial Code as adopted in Illinois is used in this Agreement, the definition contained in said Uniform Commercial Code is to control. Any action for breach of this Agreement or any covenant or warranty contained herein must be commenced within one year after the cause of action has accrued.
- (16) Receiving Product and Staging Location.** Buyer is responsible to receive, store and protect all products intended for installation purposes, including, but not exclusively, siren equipment, poles, batteries, and installation materials. Materials received in cardboard containers must be protected from all forms of precipitation. Additionally, Buyer is to provide a staging area of an appropriate size for installation contractors to work from and to store equipment overnight.
- (17) Installation Methods & Materials.** Installation is based on methods and specifications designed and intended by FSC to meet or exceed all national, state & local safety and installation codes and regulations. Design changes required by Buyer may result in additional charges.
- (18) Radio Frequency Interference.** FSC is not responsible for RF transmission and reception affected by system interference beyond its control.
- (19) Installation Site Approval.** Buyer must provide signed documentation to FSC, such as the "WARNING SITE SURVEY FORM" or a document with the equivalent information, that FSC is authorized to commence installation at the site designated by Buyer before FSC will commence installation. Once installation has started at an approved site, Buyer is responsible for all additional costs incurred by FSC for redeployment of resources if the work is stopped by Buyer or its agents, property owners, or as the result of any governmental authority or court order, or if it is determined that installation is not possible at the intended location, or the site is changed for any reason by the Buyer.
- (20) AC Power Hookup.** Buyer is responsible to coordinate and pay for all costs to bring proper AC power to the electrical service disconnect installed adjacent to the controller cabinet, unless these services are quoted by FSC. All indoor installations assume AC power is available within 10 feet of the installation location.
- (21) Permits & Easements.** FSC will obtain and pay for electrical and right-of-way work permits as necessary for installations. Buyer is responsible for obtaining and payment of all other required easements, permits, or other fees required for installation, unless specifically quoted.
- (22) Soil Conditions Clause.** In the event of poor site conditions including, but not limited to rock, cave-ins, high water levels, or inability of soil to provide stable installation to meet specifications, FSC will direct installation contractors to attempt pole installation for a maximum of 2 hours. Buyer approval will be sought when pole installation exceeds 2 hours and abandoned if FSC cannot obtain approval in a timely manner.
- (23) Contaminated Sites.** FSC is not responsible for cleanup and restoration of any installation sites or installer equipment where contaminated soil is encountered. FSC will not knowingly approve installation at any site containing contaminants. Buyer must inform FSC when known or suspected soil contaminants exist at any intended installation site.
- (24) Site Cleanup.** Basic installation site cleanup includes installation debris removal, general site cleanup, and general leveling of affected soil within 30' of the pole. Additional Site Restoration quotes are available.
- (25) Waste Disposal.** Buyer is responsible for providing disposal of all packing materials including shipping skids and containers.
- (26) Work Hours.** All installation quotes are based on the ability to work outdoors during daylight hours and indoors from 7 AM to 7 PM Monday through Saturday. Work restrictions or limitations imposed by Buyer or its agents may result in additional charges being assessed to Buyer for services.
- (27) Project Reporting.** Installation & Service Progress Reports will be provided on a regular basis, normally every week during active installation, unless prearranged otherwise by mutual agreement.
- (28) Safety Requirements & Compliance.** FSC requires that all subcontractors and their employees follow applicable laws and regulations pertaining to all work performed, equipment utilized and personal protective gear common to electrical and construction site work performed in the installation of FSC equipment. Additional safety compliance requirements by Buyer may result in additional charges assessed to Buyer for the time and expenses required to comply with the additional requirements.
- (29) Project Delays.** FSC shall not be liable in any regard for delivery or installation delays or any failure to perform its obligations under this Agreement resulting directly or indirectly from change order processing, acts or failure to act by Buyer, unresponsive inspectors, utility companies and any other causes beyond the direct control of FSC, including acts of God, weather, local disasters of any type, civil or military authority, fires, war, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond FSC's reasonable control, whether similar or dissimilar to the foregoing.

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI,
STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE
THE CITY'S ANNUAL BUDGET FOR FISCAL YEAR 2025.**

WHEREAS, Section 67.010 of the Revised Statutes of Missouri requires each political subdivision of the State of Missouri ("State") to prepare an annual budget and establishes the requirements for that budget; and

WHEREAS, the City of Sedalia, Missouri ("City"), is a city of the third classification created pursuant to Chapter 77, RSMo, and is a political subdivision of the State of Missouri; and

WHEREAS, the City Council of the City adopted and approved the City's annual budget for Fiscal Year 2025 in accordance with the requirements of Section 67.010, RSMo, by Ordinance No. 11990 on March 18, 2024, and

WHEREAS, Sections 67.030 and 67.040 authorize and provide a procedure for the City Council to amend the City's annual budget to increase expenditures in any fund; and

WHEREAS, expenses for City's operations for Fiscal Year 2025 have been higher than budgeted, but do not exceed revenues plus the City's unencumbered balance brought forward from previous years; and

WHEREAS, the City Council of the City desire to state the facts and reasons necessitating an amendment to increase certain expenditures in the Fiscal Year 2025 annual budget.

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

Section 1. Expenditures from the City's General Fund must be increased by a total of \$8,536.98 above the amount authorized in the adopted annual budget for Fiscal Year 2025. An amendment to increase said budget is necessary for the following facts and reasons:

A. Purchase and install camera to monitor rail activity.

Section 2. This Resolution shall take effect immediately upon its execution by the Mayor or otherwise as provided by law.

PASSED by the City Council of the City of Sedalia, Missouri, on July 1, 2024

Presiding Officer of the Council

ATTEST: _____
Jason S. Myers, City Clerk

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2024-2025
REGARDING FIRE CAMERA PURCHASE AND INSTALL**

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

Section 1. The 2024-2025 fiscal year budget beginning April 1, 2024 and ending March 31, 2025 is hereby amended to modify certain budgeted line items as they appear on the attached schedule and made a part hereof as Exhibit A as if fully set out herein.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 1st day of July 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 1st day of July 2024.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

Exhibit A
 City of Sedalia
 FY25 Budget Amendment 7/1/2024 Fire Camera Purchase and Install

Account / Description	Current Budget	Change	Amended Budget	Comments
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Expenditures / Uses of Funds

10-12-222-05 Building and Grounds	7,200.00	2,561.00	9,761.00	Camera Installation
10-12-221-00 Small Tools and Equipment	26,530.00	5,975.98	32,505.98	Camera Purchase

Total Expenditure Change

8,536.98

(8,536.98)

Net Increase (Decrease) In Projected Fund Balance

Sedalia Fire Department
DEPARTMENTAL MEMORANDUM
Office of the Fire Chief

To : City Administrator Kelvin Shaw

From : Fire Chief Matthew Irwin

Date : June 24, 2024

Ref : Budget amendment train camera equipment and hardware

The Sedalia Fire Department is requesting a budget amendment to cover the costs associated with the train camera and hardware to view the camera feed. Total cost of the equipment and install was \$8536.98. This expense was not budgeted for and would cause a budget overrun if not amended.

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI,
STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE
THE CITY'S ANNUAL BUDGET FOR FISCAL YEAR 2025.**

WHEREAS, Section 67.010 of the Revised Statutes of Missouri requires each political subdivision of the State of Missouri ("State") to prepare an annual budget and establishes the requirements for that budget; and

WHEREAS, the City of Sedalia, Missouri ("City"), is a city of the third classification created pursuant to Chapter 77, RSMo, and is a political subdivision of the State of Missouri; and

WHEREAS, the City Council of the City adopted and approved the City's annual budget for Fiscal Year 2025 in accordance with the requirements of Section 67.010, RSMo, by Ordinance No. 11990 on March 18, 2024, and

WHEREAS, Sections 67.030 and 67.040 authorize and provide a procedure for the City Council to amend the City's annual budget to increase expenditures in any fund; and

WHEREAS, expenses for City's operations for Fiscal Year 2025 have been higher than budgeted, but do not exceed revenues plus the City's unencumbered balance brought forward from previous years; and

WHEREAS, the City Council of the City desire to state the facts and reasons necessitating an amendment to increase certain expenditures in the Fiscal Year 2025 annual budget.

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

Section 1. Expenditures from the City's General Fund must be increased by a total of \$11,466.80 above the amount authorized in the adopted annual budget for Fiscal Year 2025. An amendment to increase said budget is necessary for the following facts and reasons:

- A. Purchase Freddie the Fire Truck in cooperation with the D.A.R.E. Program.

Section 2. This Resolution shall take effect immediately upon its execution by the Mayor or otherwise as provided by law.

PASSED by the City Council of the City of Sedalia, Missouri, on July 1, 2024

Presiding Officer of the Council

ATTEST: _____
Jason S. Myers, City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2024-2025 REGARDING POLICE D.A.R.E. PURCHASE OF FREDDIE THE FIRE TRUCK.

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

Section 1. The 2024-2025 fiscal year budget beginning April 1, 2024 and ending March 31, 2025 is hereby amended to modify certain budgeted line items as they appear on the attached schedule and made a part hereof as Exhibit A as if fully set out herein.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 1st day of July 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 1st day of July 2024.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

Exhibit A
 City of Sedalia
 FY25 Budget Amendment 7/1/2024 Police D.A.R.E. Freddie Truck

Account / Description	Current Budget	Change	Amended Budget	Comments
Expenditures / Uses of Funds				
10-13-803-00 D.A.R.E. Disbursements	8,500.00	11,466.80	19,966.80	Purchase Freddie the Fire Truck
Total Expenditure Change		<u>11,466.80</u>		
		<u>(11,466.80)</u>		Net Increase (Decrease) In Projected Fund Balance

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FOR THE PURCHASE OF FREDDIE THE FIRE TRUCK FOR THE POLICE AND FIRE DEPARTMENTS.

WHEREAS, The City of Sedalia, Missouri, has received a quote from Robotronics Inc. for the purchase of a Freddie the Fire Truck with voice modifier; and

WHEREAS, under the terms of the quote, the City of Sedalia shall pay the sum and amount of Eleven Thousand Four Hundred Sixty-six Dollars and Eighty Cents (\$11,466.80) to Robotronics, Inc. for said Freddie the Fire Truck package as more fully described in the quote 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 quote from Robotronics Inc. in substantively the same form and content as the quote has been proposed.

Section 2. The Mayor, City Administrator, Police Chief 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 quote in substantively the same form and content as the quote has been proposed.

Section 3. The City Clerk is hereby directed to file in his office a duplicate or copy of the quote 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 1st day of July 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 1st day of July 2024.

ATTEST:

Andrew L. Dawson, Mayor

Jason S. Myers, City Clerk

Applicable Law. The laws of the State of Utah shall be applicable to all suits arising under any agreement between Robotronics and the Customer. The terms, conditions, provisions, validity, interpretation, and enforcement of this order agreement shall also be governed by the laws of the State of Utah.

Prices/Taxes. All prices on this order, or any quotation by Robotronics are for immediate acceptance and are subject to change without notice at any time prior to acceptance and shipment by Robotronics. All federal, state, local, sales, use, or other taxes are in addition to the prices stated and will be paid by the Customer. Sales tax is charged to non-exempt Utah customers only at the current rate required by local and state government. If Customer is required to pay sales tax, they will need to pay it directly to their own State under the laws of their State.

Payment Terms. After receiving a completed order form and an approved purchase order, Robotronics will bill order to towns, district, and government agencies with payment due 30 days after invoice date. All other organizations require a completed order form and one half down payment with the balance due upon delivery of the product(s). Custom work, custom robots, or imprinted material will be paid in full, 100 percent, before the start of the work has begun.

All payments must be in US funds drawn on a US bank or clearinghouse. International payments must be made by bank draft or international money order through a US bank or clearing house. International Visa, MasterCard and American Express payments will also be accepted in US funds. Direct bank transfers are also available.

The purchase price and all taxes, freight charges, and other amounts are due and will be paid by Customer in cash, to be received by Robotronics in Springville, Utah, within terms of the invoice. All orders are subject to shipment in whole or in part at the option of Robotronics. Each shipment is subject to immediate invoicing, and payment for each invoice shall be made to be received within terms of invoice.

If the statement of account remains unpaid beyond the due date, the Customer agrees to pay all service charges and interest at the maximum rate permitted by law. If the account is referred to a collection agency or an attorney, the Customer agrees to pay all costs and expenses of any collection activities, including reasonable attorney fees both before and after suit. An additional fee of \$10 will be charged on each check or credit card charge returned.

The Customer also authorizes Robotronics to investigate the Customer listed herein pertaining to their credit and financial responsibility. If, at any time, Robotronics deems the financial responsibility of Customer unsatisfactory, Robotronics may require payment in advance or on delivery. If Customer fails to comply with terms of payment, Robotronics may withhold further deliveries or cancel the unfulfilled portion of any order, and all unpaid accounts shall become immediately due and payable.

Shipment/Risk of Loss. All risk of loss or damage to the goods and all other incidence of title and ownership shall pass to the Customer upon delivery to the carrier at Robotronics' shipping point, and such delivery shall constitute delivery to Customer even though a right might exist with the Customer to reject the goods or the Customer revokes acceptance of the goods. For all orders outside of the contiguous US, additional shipping costs apply. For foreign orders, all costs including airport and brokerage fees, import duties, taxes, and all other charges other than shipping costs are the responsibility of the customer.

Shipping dates or time of arrival of shipment at destination are not guaranteed by Robotronics. Robotronics shall not be liable for any delays or defaults in making shipment. In event of shipment delay, if Robotronics and Customer do not mutually agree in writing to cancel the order for the item involved, the shipping date automatically shall be extended to the date that Robotronics is able to ship. The method of shipment will be at Robotronics option. Customer is responsible for furnishing labor and equipment for unloading as required by the carrier.

Cancellations. Customer's order and this agreement are not subject to cancellation, return, or back charge, or change in specifications, shipping schedule, or other conditions without Robotronics' written consent.

Returns. No goods may be returned, nor will any credit be allowed without first obtaining prior approval by Robotronics. Only standard stock goods, with the exception of magic items, returned with Robotronics consent will be credited, less the cost of handling and freight costs involved. All returns are subject to a restocking charge at the discretion of Robotronics.

Products not normally stocked by Robotronics, including custom orders, will not be accepted for credit.

Claims/Remedies. Any claims or exceptions by Customer for defective product must be made within 10 days after receipt of the product. Customer shall retain the product asserted to be defective and provide Robotronics any opportunity to investigate. Claims for damaged product ordinarily must be made by Customer to the carrier.

Any claim by Customer against Robotronics for shortage or damage must be made within 10 days after receipt of product. All settlements must be made in writing by agreement between both Robotronics and the Customer.

Robotronics shall not, in any event, be liable for the cost of any labor expended on any such goods or for any special, direct, indirect, or consequential damages to Customer or any third party.

Warranties. Robotronics makes no warranty of any kind whatsoever expressed or implied, and all implied warranties are hereby disclaimed by Robotronics and excluded from this agreement. Warranties other than Robotronics' published warranty must be in writing by Robotronics and are specific to the individual purchase that the warranty relates to.

For robots, Robotronics offers a 12-Month warranty on all parts and labor; Customer pays shipping one way. Work performed by an outside source will void the warranty as Robotronics will not guaranty work done by unauthorized individuals or businesses. Charges incurred by these outside businesses or individuals will not be paid by Robotronics under this warranty agreement. All parts needing to be returned as part of this warranty agreement will require a proof of delivery if not received by Robotronics.

Entire Agreement/Modification. This agreement constitutes the sole and entire agreement between Customer and Robotronics with respect to the goods specified on the face of this order form, and none of the terms and conditions herein may be added to, deleted, modified, or altered except by written instrument signed by an officer of Robotronics. There are no oral representations or agreements related to this agreement which are not fully expressed herein.

Any quotation by Robotronics and all sales are subject to the terms and conditions stated herein, and Customer is conclusively presumed to have accepted these terms and conditions.

Shipment by Robotronics and acceptance of the products by the Customer shall be conclusively deemed to be subject to all of the terms and conditions listed in this agreement.

In the event that the Customer has submitted a purchase order or form stating terms or conditions additional to or different from these terms and conditions or if the purchase order or form expressly limits the terms and conditions of this agreement, then Robotronics, accepting this order form signed by the Customer, shall override any additional, different, or limiting terms and will accept only this agreement with its terms and conditions without modification, addition, or alteration. Under these circumstances, the failure of Customer to deliver notification of objection to these terms and condition of sale within a reasonable time shall be deemed an acceptance of these terms and conditions and a contract shall be deemed formed only upon such terms and conditions.

In any event, and regardless of any other terms and conditions stated by Customer, Customer's acceptance of the products covered hereby shall be conclusively deemed to be subject to the terms and conditions herein, including those which may be in addition to or different than any contained in any other order or form submitted by Customer.



To : Assistant City Administrator Matthew Wirt
City Administrator Kelvin Shaw
City Clerk Jason Myers
Finance Director Jessica Pyle

From : Police Chief David Woolery
Fire Chief Matthew Irwin

Date : June 21st, 2024

Ref : Request for budget amendment

The Sedalia Police Department and Sedalia Fire Department have been working on a collaborative effort to bring more attention to the DARE Program and Fire Safety. We have determined a successful way to achieve this goal is with an automated Freddie the Fire Truck. The fire truck will have DARE stickers attached to either side of it. During community events when kids interact with Freddie the Fire Truck, they will also be introduced or reminded of the DARE program and the cooperative effort between the Police and Fire Disciplines to lead them in positive directions. This will also provide emergency services with more opportunities to interact in a fun environment with the community we serve.

Robotronics Inc. has provided a quote for a Freddie the Fire Truck package with a voice modifier for \$11,466.80. Staff recommends purchasing the item.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING CHANGE ORDER NUMBER ONE FOR STORM DRAINAGE IMPROVEMENTS PROJECT AREA #14.

WHEREAS, the City has received change order number 1 from Orr Wyatt Streetscapes for Storm Drainage Improvements Project Area #14; and

WHEREAS, under the change order, the City of Sedalia shall pay the sum and amount of Nineteen Thousand Three Hundred Ninety Dollars (\$19,390.00) to Orr Wyatt Streetscapes as more fully described in the proposed change order attached 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 change order number 1 by and between the City of Sedalia, Missouri and Orr Wyatt Streetscapes in substantively the same form and content as the change order 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 change order in substantively the same form and content as the change order has been proposed.

Section 3. The City Clerk is hereby directed to file in his office a duplicate or copy of the change order 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 1st day of July 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 1st day of July 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
Through: Chris Davies, City Engineer *as 6-20-2024*
From: Jeremy Stone, Public Works Project Manager
Date: June 18, 2024
Subject: 2021-181A Storm Drainage Improvements Project Area 14-Change Order #1

The Public Works Department has received Change Order #1 request (attached) from Orr Wyatt Streetscapes for the above mentioned project. This project is a part of the Department of Natural Resources ARPA Grant funded stormwater project and this change order has been reviewed and approved by the Department of Natural Resources which is a requirement of this project.

During excavation to install new stormwater pipe, the contractor uncovered an existing storm pipe that was not on City maps or the engineered plans. The existing uncovered pipe is located at the same elevation as the new piping currently being installed, which would require a junction box to be added to combine the two systems. The change order also includes the replacement of sidewalk that is causing drainage issues in the area and the replacement would ensure the stormwater would flow to a nearby drainage ditch. This additional work is outside of the original scope of the project and would increase the cost of the project.

The total cost for Change Order #1 is \$19,390.00, which would bring the total project cost from \$488,730.50 to \$508,120.50.

Thank you for your consideration.

CHANGE ORDER

SHEET NO. (1) OF 3

SEQUENCE NO.: Change Order # 1

TO Orr Wyatt Streetscapes CONTRACTOR

PROJECT NO.: 2021-181A Storm Drainage Improvements
Project Area 14

YOU ARE HEREBY DIRECTED TO MAKE THE FOLLOWING CHANGES FROM THE CONTRACT

1. DESCRIPTION AND REASON FOR CHANGE: (ATTACH SUPPLEMENTAL SHEETS IF REQUIRED)

Existing storm sewer conflict & additional R&R Sidewalk to correct drainage issue.

2. ESTIMATE OF COST OF WORK AFFECTED BY THIS CHANGE ORDER.

(A) EST. LINE NO.	(B) ITEM NO.	(C) ITEM DESCRIPTION	(D) UNITS PREVIOUSLY PROVIDED FOR	(E) UNITS TO BE CONSTRUCTED	(F) UNITS OVERRUN, UNDERRUN, CONTINGENT	(G) CONTRACT OR AGREED UNIT PRICE	(H) AMOUNT OF OVERRUN OR PLUS CONTINGENT	(I) AMOUNT OF UNDERRUN OR MINUS CONTINGENT
(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)
	11	Concrete Sidewalk (4")	2209 SF	2789 SF	580 SF	\$10.00	\$5,800.00	
	29	Demo and Site Prep Sidewalk	0 LS	580 SF	580 SF	\$2.00	\$1,160.00	
	30	6'x6' Junction Box	0 EA	1 EA	1 EA	\$12,430.00	\$12,430.00	
							\$19,390.00	

3. SETTLEMENT FOR COST OF THE ABOVE CHANGE TO BE MADE AT CONTRACT UNIT PRICES, EXCEPT AS NOTED:

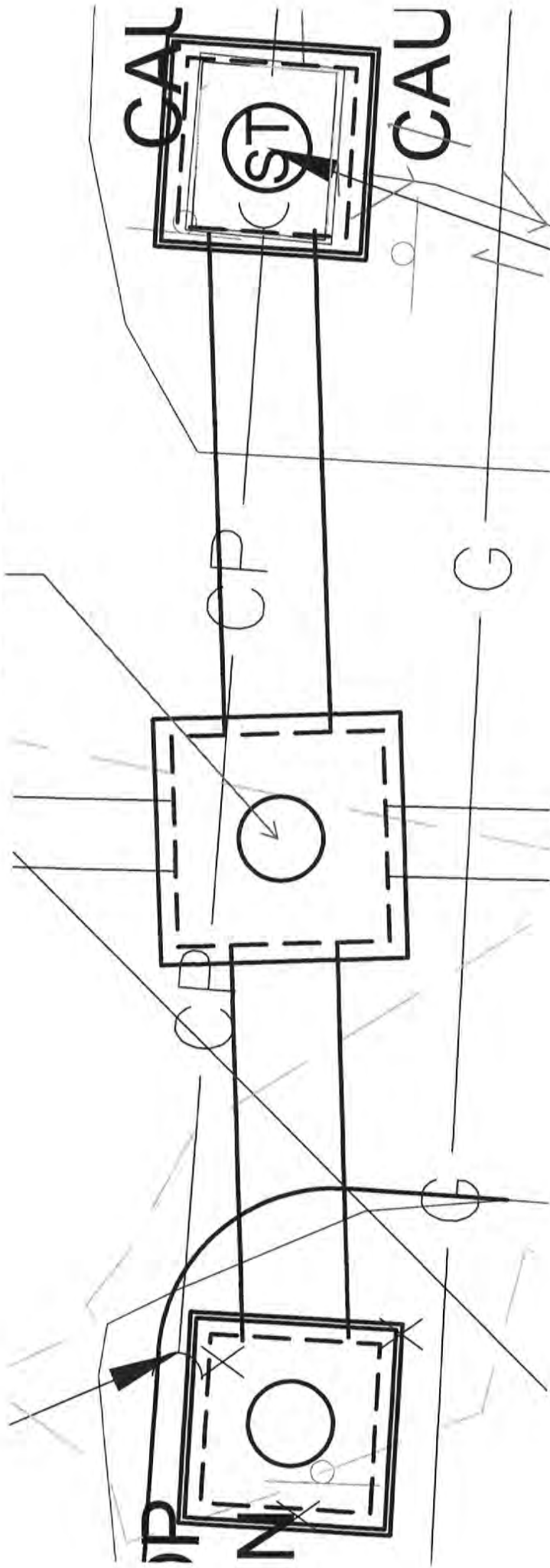
1. CONTRACT AMOUNT		\$488,730.50
2. OVERRUN THIS ORDER (H-I)	\$19,390.00	
3. OVERRUN PREVIOUS (LINES 4 ON PREV. ORDERS)		
4. TOTAL OVERRUN TO DATE (2 + 3)		\$19,390.00
5. TOTAL (1 + 4)		\$508,120.50

4. COMMENTS:

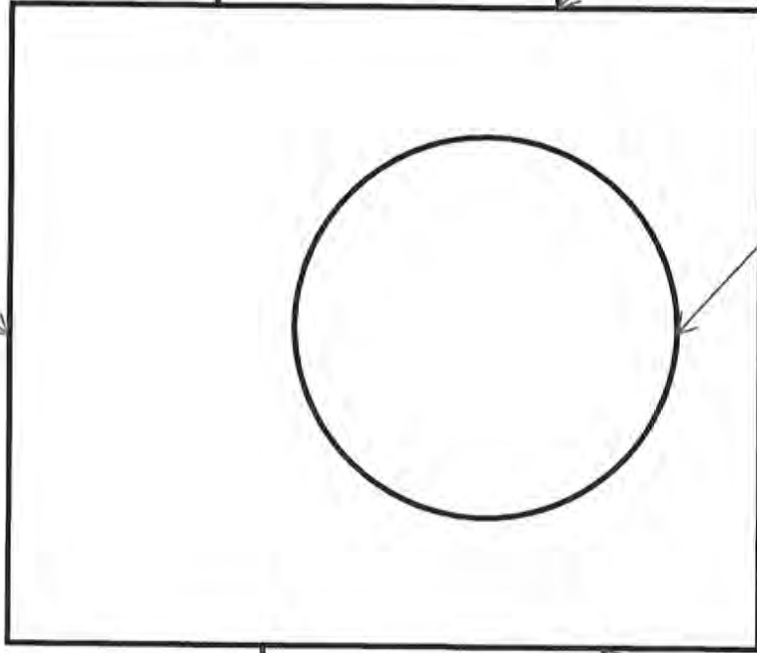
THE TERMS OF SETTLEMENT OUTLINED ABOVE ARE HEREBY AGREED TO.

OWNER'S SIGNATURE	DATE
<i>JoAnna 'Annie' Jones</i>	6/14/24
CONTRACTOR'S SIGNATURE	DATE

6' x 6' Junction Box



Approximately 876.03



Prop. 30" Equiv.
RCPA FL = 870.78

EX. 24" FL = 869.90

Prop. 30" Equiv.
RCPA FL = 870.77

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AN APPLICATION BY THE CITY OF SEDALIA, MISSOURI FOR A TREE RESOURCE IMPROVEMENT AND MAINTENANCE (TRIM) GRANT THROUGH THE MISSOURI DEPARTMENT OF CONSERVATION TO CONTINUE TO GROW THE CITY'S URBAN FOREST.

WHEREAS, the City of Sedalia, Missouri is applying for a grant through the Missouri Department of Conservation. The grant would be used to provide public education materials and to continue to grow the City's urban forest.

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

Section 1. The Mayor or City Administrator are hereby authorized to sign the grant application for Tree Resource Improvement and Maintenance grant funds and any other official project documents that are necessary to obtain such assistance, including any agreements, contracts or other documents that are required by the Missouri Department of Conservation.

Section 2. In the event a grant is awarded, the City of Sedalia working in close coordination with the Missouri Department of Conservation is prepared to complete the project within the time period identified on the signed project agreement.

Section 3. In the event a grant is awarded, the City of Sedalia will comply with all rules and regulations of the Missouri Department of Conservation's grant program, applicable Executive Orders and all state laws that govern the grant applicant during the performance of the project.

PASSED by the Council of the City of Sedalia, Missouri, this 1st day of July, 2024.

Presiding Officer of the Council

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: Kelvin Shaw, City Administrator
From: Elizabeth Nations, Executive Administrative Assistant *EN*
Date: June 25, 2024
Subject: Authorization for Submission of a Missouri Department of Conservation
TRIM Grant Application

This is a request for authorization to submit an application to the Missouri Department of Conservation for a Tree Resource Improvement and Maintenance (TRIM) grant. This grant would be used to provide public education materials and planting of trees to continue to grow the City's urban forest. The amount to be requested in the grant application will be \$10,000.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A TRADEMARK SUBLICENSE AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI, SEDALIA MAIN STREETS AND NATIONAL MAIN STREET CENTER, INC., FOR INCORPORATING THE MAIN STREET AMERICA PROGRAM

WHEREAS, The City of Sedalia, Missouri has received a proposal to enter into an agreement with National Main Street Center, Inc. for professional services with The Main Street America Program; and

WHEREAS, the City of Sedalia, Missouri has received notification that Sedalia Main Streets has been designated an Affiliate Main Street program and in conjunction with The National Main Street Center, Inc. desire to enter into an agreement for a 2024 Affiliate Member Sublicense as more fully described in the agreement attached to this ordinance and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri hereby approves and accepts the agreement by and between the City of Sedalia, Sedalia Main Streets and The National Main Street Center, Inc. on the agreement in substantively the same form and content as the agreement has been proposed.

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 1st day of July 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 1st day of July 2024.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers,
City Clerk

MEMO

To: City Administrator Kelvin Shaw

From: Joleigh Cornine, Planner/Downtown Specialist

Date: June 20, 2024

Subject: Ordinance Approving 2024 Affiliate Member Sublicense Form between the City of Sedalia (Sedalia Main Streets) and Main Street America.

On April 24, 2024, Sedalia Main Streets received notification our organization has been designated an Affiliate Main Street program through Main Street America. In order for our City-led Main Street to incorporate the Main Street America branding and logo documents throughout our communication efforts, I am requesting that City Council approve the enclosed agreement.

TRADEMARK SUBLICENSE AGREEMENT

This Trademark Sublicense Agreement ("Sublicense Agreement") is entered into between _____ ("**Coordinating Program**") and _____ ("**Sublicensee**"), effective as of the last date written below. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Background.

A. The National Main Street Center, Inc. ("NMSC") operates a membership program called MAIN STREET AMERICA™. As a part of that program, MAIN STREET AMERICA™ Coordinating Program membership is available to statewide, regional or citywide organizations that oversee multiple local downtown and neighborhood programs within their service area and work to preserve and revitalize commercial districts ("Local Programs"). Local Program membership in the MAIN STREET AMERICA™ program is available at the Affiliate or Accredited levels to individual programs or organizations that satisfy the membership eligibility criteria described on the NMSC website (currently located at: [https://higherlogicdownload.s3.amazonaws.com/NMSC/390e0055-2395-4d3b-af60-81b53974430d/UploadedImages/Join/Main Street America Tier System Overview - 2019 Update.pdf](https://higherlogicdownload.s3.amazonaws.com/NMSC/390e0055-2395-4d3b-af60-81b53974430d/UploadedImages/Join/Main%20Street%20America%20Tier%20System%20Overview%202019%20Update.pdf)).

B. Organization is a Coordinating Program member of NMSC in good standing and has entered into a Trademark License Agreement with the NMSC which grants to the Coordinating Program the right to sublicense to its Local Programs the use of the NMSC name and trademarks described below.

C. Sublicensee is a Local Program Member in good standing of the MAIN STREET AMERICA™ program at the Affiliate level. Sublicensee is also located within the Coordinating Program's geographic service area. Therefore, Sublicensee has the opportunity to enter into this Sublicense Agreement, which grants certain rights to use the NMSC's name and trademarks, including MAIN STREET AMERICA™ and MAIN STREET®, as described below.

D. The NMSC's parent entity, the National Trust for Historic Preservation ("National Trust"), owns the following registered trademarks, which it has delegated to the NMSC the right to sublicense. NMSC and Coordinating Program have entered into a Trademark Licensing Agreement which grants the Coordinating Program the right to sublicense the following registered trademarks:

Mark	U.S. Registration Number
MAIN STREET	Reg. No. 3,365,568
NATIONAL MAIN STREET CENTER	Reg. No. 5,370,135

These registered trademarks owned by the National Trust, together with the MAIN STREET AMERICA™ word marks and logos referred to below, and any other trademarks owned by the National Trust, or the NMSC, which the NMSC may grant the Coordinating Program and Sublicensee permission to use from time to time, are referred to herein as the "Trademarks."

E. The Trademarks are well known and recognized by the general public and associated in the public mind with the NMSC and the National Trust. The Coordinating Program and the Sublicensee recognize the mutual benefits that accrue from the Sublicensee's use of the Trademarks in accordance with the terms and conditions of this Sublicense Agreement, including the recognition and credibility brought to the Sublicensee through its use of these Trademarks and the benefit to the Coordinating Program and NMSC from association with high-performing Local Programs.

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2. Grant of Sub-License.

A. Subject to the terms and conditions of this Sublicense Agreement, the Coordinating Program hereby grants to the Sublicensee the non-exclusive right and license to use the Trademarks to identify and promote its participation in the MAIN STREET AMERICA™ program, as well as its relationship and association with the Coordinating Program and NMSC, in connection with the following activities:

- i. **MAIN STREET AMERICA™ word and logo marks.** The Sublicensee's right to use the MAIN STREET AMERICA™ word mark and the following MAIN STREET AMERICA logo is limited to Sublicensees which are members in good standing at the Affiliate membership level of the MAIN STREET AMERICA™ program:

For use by Local Programs who are Designated Members at the Affiliate Level:



As a Main Street America™ Affiliate, INSERT NAME HERE is part of a national network of more than 1,200 neighborhoods and communities who share both a commitment to creating high-quality places and to building stronger communities through preservation-based economic development.

- ii. **NATIONAL MAIN STREET CENTER® word mark.** The Sublicensee's right to use the NATIONAL MAIN STREET CENTER® word mark solely and exclusively to indicate its association with the National Main Street Center.
- iii. **MAIN STREET® word mark.** The Sublicensee's right to use the MAIN STREET trademark is limited to use made to identify Sublicensee and/or its activities, including as part of the name of the Sublicensee at the Affiliate level, in connection with commercial district revitalization and related consultation, education, and training.

3. Scope of and Limitations on Use. Use of the Trademarks by the Sublicensee will be subject to the following limitations:

A. Sublicensee must display the Affiliate level MAIN STREET AMERICA membership mark on their website. All uses of the MAIN STREET AMERICA word mark and logo by Sublicensee must follow the specific mark, color, and character usage set forth in the Brand Guidelines attached as Exhibit A, which are incorporated by reference as if fully set forth herein. Sublicensee will not use or develop any different logos or designs (including any symbols or stylized presentations), in connection with the MAIN STREET AMERICA mark or logo. Use of the MAIN STREET AMERICA word mark and logo by Sublicensee is a mandatory condition of membership in the MAIN STREET AMERICA program.

B. The MAIN STREET mark, as part of the name and identity of Sublicensee's organization, programs, and activities, can be used on materials designed to promote the work of Sublicensee (e.g.,

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website, brochures, newsletter, letterhead or other printed promotional materials). The right to use the MAIN STREET mark by the Sublicensee is an optional benefit of membership in the MAIN STREET AMERICA program.

C. All uses of the NATIONAL MAIN STREET CENTER word mark by Sublicensee must follow the requirements set forth in the Brand Guidelines attached as Exhibit A, which are incorporated by reference as if fully set forth herein. Sublicensee will not use or develop any different logos or designs (including any symbols or stylized presentations) in connection with the NATIONAL MAIN STREET CENTER mark. Use of the NATIONAL MAIN STREET CENTER mark by Sublicensee is an optional benefit of membership in the MAIN STREET AMERICA program.

D. This Sublicense Agreement is subject to the terms, conditions, and limitations of the Trademark License Agreement between NMSC and the Coordinating Program.

E. Sublicensee will not apply to register any of the Trademarks, or any other trademark that incorporates any part of the Trademarks or "National Trust for Historic Preservation." Sublicensee will not state or imply that it owns any such trademarks.

F. Sublicensee will not use the Trademarks in combination with or in juxtaposition with other trademarks except as may be approved in writing by the NMSC. The Sublicensee will apply and display the ® symbol and the ™ symbol next to or with respect to the Trademarks as directed by the Coordinating Program.

G. Other than as specifically provided herein, Sublicensee is not granted any other rights to use, license or sublicense the Trademarks.

4. Term. This Sublicense Agreement will become effective immediately upon the date of last signature below, and, unless terminated early under Sections 5 or 10, will be effective through May 31, 2025, at which time it may be renewed by mutual written agreement of the parties hereto.

5. Conditions. This Sublicense Agreement between Coordinating Program and Sublicensee is conditioned upon Sublicensee having an active MAIN STREET AMERICA membership at the Affiliate level with NMSC. The requirements of this membership are currently available at: [https://higherlogicdownload.s3.amazonaws.com/NMSC/390e0055-2395-4d3b-af60-81b53974430d/UploadedImages/Join/Main Street America Tier System Overview - 2019 Update.pdf](https://higherlogicdownload.s3.amazonaws.com/NMSC/390e0055-2395-4d3b-af60-81b53974430d/UploadedImages/Join/Main%20Street%20America%20Tier%20System%20Overview%202019%20Update.pdf), and are incorporated herein by reference.

6. Acknowledgment of Ownership. Use of the Trademarks indicates acknowledgment by the Sublicensee of the NMSC's and the National Trust's rights and title to the Trademarks, (i.e. MAIN STREET AMERICA, NATIONAL MAIN STREET CENTER, and MAIN STREET), and that Sublicensee will not at any time do, or permit to be done, any act or thing that will in any way impair the rights of the NMSC or the National Trust. All use of the Trademarks by the Sublicensee will inure to the benefit of the NMSC and the National Trust.

7. Goodwill and promotional value. Sublicensee recognizes and acknowledges the value of goodwill associated with the Trademarks and agrees that it will not conduct any activity, provide any service, or produce or distribute goods which in any way damages or reflects adversely upon the NMSC or the National Trust.

8. Non-assignment. This Sublicense Agreement is personal to the Sublicensee, and may not be assigned to any other individual, program, organization, or agency. Any attempted assignment will be null and void.

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9. Compliance Verification. It is the responsibility of the Sublicensee to verify compliance with the terms of this Sublicense Agreement, and to provide complete and accurate usage reports to the Coordinating Program. If the Coordinating Program or the NMSC has reason to believe that the Sublicensee is in violation of this Sublicense Agreement, the Coordinating Program or NMSC shall have the right to make inquiries with Sublicensee as necessary to determine compliance. In such case, the Sublicensee will cooperate with the Coordinating Program and/or NMSC in its investigation and provide in a timely fashion any and all information that is requested.

10. Termination.

A. Coordinating Program may terminate this Sublicense Agreement if the Sublicensee violates any of the provisions of this Sublicense Agreement or fails to satisfy the membership criteria established by the NMSC for Affiliate Local Programs. Such termination will be effective thirty (30) calendar days after the Coordinating Program sends written notice of such termination to Sublicensee. During this thirty (30) day period, Sublicensee may attempt to cure such violation. If the violation is not cured during this period, the termination will be effective upon the expiration of the thirty (30) calendar day period.

B. This Sublicense Agreement will automatically terminate immediately without any notice required, notwithstanding the above paragraph, if the Coordinating Program or NMSC determines, in their sole discretion: (i) that Sublicensee's actions could negatively affect the goodwill, image, or reputation of the NMSC, the National Trust, the Coordinating Program, or any of the Trademarks; (ii) the Sublicensee discontinues all or a significant portion of its business; (iii) the National Trust terminates, revokes, or fails to renew the NMSC's rights to use, license, or sublicense the Trademarks; or (iv) the NMSC terminates, revokes or fails to renew the Coordinating Program's rights to use, license or sublicense the Trademarks.

C. Upon the expiration or early termination of this Sublicense Agreement, the Sublicensee will discontinue use of the Trademarks and will promptly destroy and delete tangible and electronic documents and files containing any such marks, except for a limited number of copies retained for archival purposes only.

11. Governing Law. This Sublicense Agreement is entered into in the District of Columbia and will be governed by and construed in accordance with the laws of the District of Columbia, USA, without giving effect to conflict of laws provisions.

12. Annual Report, Notices, Other Communication. Upon request by the Coordinating Program or NMSC, Sublicensee shall submit samples of any materials on which the Trademarks licensed under this agreement were used during the year. Such samples shall be submitted within ten business days of receipt of a written request from the Coordinating Program or NMSC.

13. Notices. Any notices which either party is required or may desire to serve upon the other party shall be in writing and may be served either personally or by depositing the same in the mail (first class postage prepaid, certified and return receipt requested) or with a reputable overnight express delivery service (with confirmed delivery, charge prepaid or billed to shipper), addressed to the party to be served as follows, unless a different address is designated in writing by the party to be served. Notice shall also be required to be given by electronic mail on the same date as deposited in the mail. Notice given by mail alone shall not be sufficient.

To Coordinating Program:

Name: _____

Address: _____

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Phone: _____

Email: _____

To Sublicensee:

Name: _____

Address: _____

Phone: _____

Email: _____

14. Successors. This Sublicense Agreement shall be binding upon, and will inure to the benefit of, the parties and their respective permitted successors and assigns.

15. Modification. No amendment or modification of the terms or conditions of this Sublicense Agreement will be valid unless in writing and signed by both parties.

16. Waiver. The failure of either party to partially or fully exercise any right or the waiver by either party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of this Sublicense Agreement. No waiver shall be valid or binding unless in writing and signed by the waiving party.

17. Severability. If any provision of this Sublicense Agreement or the application of any provision hereof to any person or circumstances is held to be void, invalid, or inoperative, the remaining provisions of this Sublicense Agreement shall not be affected and shall continue in effect and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.

18. Hold Harmless. The Sublicensee will be responsible at all times for the supervision and management of its activities under this Sublicense Agreement. To the extent possible in accordance with state law, the Sublicensee agrees to hold harmless the Coordinating Program, the NMSC, the National Trust, and their respective directors, trustees, officers, employees, and agents, from any and all liability, loss, damages, costs or expenses which arise out of the negligent acts or omissions of the Sublicensee, its directors, officers, employees, and agents, while acting in the scope of their employment and/or in the course of their involvement with the Sublicensee's activities.

19. Insurance. The Sublicensee shall obtain and maintain one or more policies of insurance to ensure Sublicensee's performance of its obligations under this Sublicense Agreement and to provide adequate protection for the Coordinating Program, the NMSC, and the National Trust, against any and all claims, demands, causes of action or damages, including attorney's fees, arising out of the performance of this Sublicense Agreement. Nothing herein shall prevent the Sublicensee from self-insuring the terms of coverage or from contracting with an insurance company to provide substantially equivalent coverage.

20. Relationship of the Parties. The Sublicensee is an independent contractor. Nothing in this Sublicense Agreement shall be construed to create or constitute a partnership, joint venture, or any other agency or employment relationship between the parties hereto. Neither party is authorized to enter into any agreement on behalf of, assume any obligation for, or otherwise bind the other party financially or otherwise; nor is either party responsible for the obligations of the other party, including but not limited to obligations to the other's own employees, their wage/salaries, benefits, vacation pay, and the like.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A QUIT CLAIM DEED FOR THE SALE OF PROPERTY COMMONLY KNOWN AS _____ FROM THE CITY OF SEDALIA, MISSOURI TO _____.

WHEREAS, The City of Sedalia, Missouri has received a proposal from _____ to purchase property commonly known as _____ for the sum and amount of _____ as contained in the contract for sale of real estate and quit claim deed attached hereto and incorporated by reference.

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

Section 1. The Council of the City of Sedalia, Missouri approves and accepts the terms as contained in the contract for sale of real estate in substantially the same form and content as proposed.

Section 2. The Council of the City of Sedalia, Missouri, hereby approves the giving of a quit claim deed by the City of Sedalia, Missouri to _____ for the conveyance of property commonly known as _____ in substantially the same form and content as proposed.

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 1st day of July, 2024.

Presiding Officer of the Council

Approved by the Mayor of said City this 1st day of July, 2024.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk