



City Council Meeting Agenda
Tuesday, January 21, 2025 – 6:30 p.m.
City Hall, 200 South Osage, Sedalia MO

MAYOR: ANDREW L. DAWSON

MAYOR PRO-TEM: TINA BOGGESS

A. CALL TO ORDER – Mayor Dawson – Council Chambers

B. LEGISLATIVE PRAYER & PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. SPECIAL AWARDS

1. Sedalia Fire Department – Badge Pinning – Antonio Erwin

E. SERVICE AWARDS/RETIREMENT AWARDS – None

I. APPROVAL OF PREVIOUS SESSION MINUTES

A. Council Meeting – January 6, 2025

B. Strategic Planning Session – January 11, 2025

II. UNFINISHED BUSINESS

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

1. Amendment – 353 Midtown Residential Area Development Plan

Council Discussion led by Chairwoman Foster

○ Call for Ordinance approving a superseding addendum to Sedalia Redevelopment Corporation’s Redevelopment Area for the development plan approved on May 18, 2020; and declaring an area described in such superseding addendum to be a blighted area and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, morals, and welfare – Mayor Dawson

III. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES - None

IV. ROLL CALL OF STANDING COMMITTEES

A. FINANCE / ADMINISTRATION – Chairwoman Tina Boggess; Vice Chairman Thomas Oldham

1. Presentation: Financial Update (Jessica Pyle, Presenter)

2. Presentation: Sedalia-Pettis County Economic Development: Annual Report (Jessica Craig, Presenter) (Rescheduled from January 6, 2025 Council Meeting)

3. Addition of 1/8 of 1% Sales Tax – April 8, 2025 Ballot

Council Discussion led by Chairwoman Boggess

○ Call for Ordinance of the City of Sedalia, Missouri, for the purpose of submitting to the qualified voters of the City a proposition to impose a General Sales Tax within the City – Mayor Dawson

4. Agreement for Services – Insurance Broker – IMA, Inc.

Council Discussion led by Chairwoman Boggess

○ Call for Ordinance authorizing an agreement for insurance brokerage services – Mayor Dawson

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

1. Strategic Planning Presentation: Parks & Recreation (Amy Epple, Presenter) (Rescheduled from January 6, 2025 Council Meeting)

2. Presentation – Wayfinding Sign Grant – Missouri Department of Tourism – \$60,000.00 Grant
- \$30,000.00 City portion

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 Wayfinding Signage – Mayor Dawson

O Call for Ordinance authorizing a Grant Agreement for Wayfinding Signage– Mayor Dawson

3. Budget Amendment – Equipment Repairs – Street Department – \$90,000.00

Council Discussion led by Chairman Hiller

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 Street Vehicle and Equipment Repairs – Mayor Dawson

4. Permanent Sewer Easement – 2540 Southwest Boulevard – Matz Properties Partnership

Council discussion led by Chairman Hiller

O Call for Ordinance approving and accepting a permanent sanitary sewer right-of-way easement for property located at 2540 Southwest Boulevard – Mayor Dawson

5. Change Order #2 – Storm Drainage Improvements – S & A Equipment & Builders, LLC – Project Area #35

Council Discussion led by Chairman Hiller

O Call for Ordinance Authorizing Change Order number two for Storm Drainage Improvements Project Area #35 – Mayor Dawson

6. Agreement – Grand Avenue Water Main Replacement – TB Dozing & Excavating, LLC – \$386,738.00

Council Discussion led by Chairman Hiller

O Call for Ordinance authorizing an agreement for Grand Avenue Water Main Replacement
– Mayor Dawson

7. Tower and Ground Space Lease – Sprint Spectrum, LLC – \$1,767.28 per Month

Council Discussion led by Chairman Hiller

O Call for Ordinance Authorizing a Tower and Ground Space lease – Mayor Dawson

8. Change Order #2 – Central Wastewater Treatment Plant Aeration Improvements - Burns & McDonnell

Council Discussion led by Chairman Hiller

- Call for Ordinance Authorizing Change Order No. 2 for time extension on Central Plant Aeration Improvements – Mayor Dawson

C. PUBLIC SAFETY – Chairman Jack Robinson; Vice Chairman Steve Bloess

1. Budget Amendment – Joint Communications – \$16,000.00

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

- Call for Ordinance amending the budget for the Fiscal Year 2024-2025 regarding Joint Communications – Mayor Dawson

2. Budget Amendment – Police Vehicle Repairs – \$27,876.64

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

- Call for Ordinance amending the budget for the Fiscal Year 2024-2025 regarding Police Vehicle repairs – Mayor Dawson

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

1. Vacating of an Alley easement – 501-503 South Engineer

Council Discussion led by Chairwoman Foster

- Call for Ordinance vacating an alley east of property located at 501-503 South Engineer Avenue – Mayor Dawson

2. Vacating Drainage Easement – Lots 5305 and 5205 West Main

Council Discussion led by Chairwoman Foster

- Call for Ordinance vacating a drainage easement on properties located at 5305 and 5205 West Main Street – Mayor Dawson

V. OTHER BUSINESS

A. APPOINTMENTS - None

B. LIQUOR LICENSES

Renewals:

- *Karrie Houston dba Dollar General #2379, 619 North Ohio, Packaged Liquor - \$150.00
- *Karrie Houston dba Dollar General #1316, 2500 West Broadway, Packaged Liquor - \$150.00
- *Karrie Houston dba Dollar General #2787, 2003 South Limit, Packaged Liquor - \$150.00
- *Karrie Houston dba Dollar General #19535, 4215 East Broadway, Packaged Liquor - \$150.00
- *Karrie Houston dba Dollar General #3494, 713 East Broadway, Packaged Liquor - \$150.00
- *Lovell Curry dba The Den, 115 West Main, Liquor by the Drink & Sunday Sales - \$750.00
- *Erica Eisenmenger dba Ivory Grille LLC, 317 South Ohio, Sidewalk Liquor & Sunday Sales - \$350.00
- *Cathy Geotz dba Break Time #3079, 2801 West Broadway, Packaged Liquor - \$150.00
- *Mandeep Kaur dba Sedalia 66, 120 East 16th, Packaged Liquor & Sunday Sales - \$450.00
- *John Swearingen dba JA Lamy Manufacturing Co, 108 West Pacific, Liquor by the Drink - \$450.00

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

VII. 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.”

VIII. Closed Door Meeting – Motion and Second to move into closed door meeting in the upstairs conference Room pursuant to Subsections 1 (Legal Advice), 2 (Real Estate) 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

IX. BUSINESS RELATED TO CLOSED DOOR MEETING

- A. Motion and Second to return to regular meeting
- B. Roll Call
- C. Approval of Closed-Door Meeting Items

X. ADJOURN MEETING

- A. Motion and second to adjourn meeting

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<https://global.gotomeeting.com/join/578973061>

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

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

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

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Access Code: 578-973-061

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

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

POSTED ON JANUARY 17, 2025, 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 INTERIM CITY ADMINISTRATOR

To: Honorable Mayor Andrew L. Dawson & City Council Members
From: Matthew Wirt, Interim City Administrator
Re: Agenda items for City Council meeting on Tuesday, January 21st, 6:30 p.m.

Unfinished Business-Community Development Committee – There is one item of unfinished business for consideration through the Community Development Committee.

1. Joe Lauber, Sedalia's City Attorney, recently provided a presentation addressing questions and clarifying details about the Chapter 353 Redevelopment Plan Midtown Residential Area. The presentation explained misunderstandings regarding tax abatement eligibility and processes under the plan. Mr. Lauber outlined the purpose and structure of the plan, emphasizing its goal to support property improvements in designated areas through economic development tools like tax abatements and city-funded incentives. He also clarified the distinction between Sedalia's approach and typical 353 plans, highlighting that Sedalia has allocated city funds to minimize the impact on other taxing jurisdictions while promoting property enhancements. The presentation provided a comprehensive understanding of the Chapter 353 incentives, addressed misconceptions, and provided Council the necessary information. An ordinance is being brought back before council to include the Midtown area.

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

1. Jessica Pyle, Finance Director, will provide an update on major trends in tax revenue collections.
2. Jessica Craig, Director of Sedalia-Pettis County Economic Development, will provide her annual report.
3. Council voted to direct staff to draft ballot language for a proposed one-eighth of one percent (0.125%) sales tax to fund infrastructure improvements. The measure, if approved by voters, would provide dedicated funding for roads, bridges, sidewalks, and other infrastructure projects for a period of five years. Legal has created the requested ballot language and ordinance as requested.
4. The Sedalia City Council previously approved awarding a bid to IMA Financial Group, doing business as IMA, Inc., to serve as the City's Broker for Workers' Compensation, Property & Liability Insurance, and related programs. The agreement uses a fee-based structure instead of commission-based compensation to ensure transparency and foster a collaborative relationship. IMA, Inc. will handle key services such as preparing insurance applications, underwriting, marketing, and placing property and casualty insurance, including general liability and automobile coverage. They will also provide basic loss control and claims management services. Approval of this agreement is recommended to ensure effective and transparent management of the City's insurance needs.

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

1. Sedalia Park Director Amy Epple will wrap up this year’s presentations of strategic planning for each department. Director Epple will present at this meeting an overview of the plans for the Parks Department in FY 2026.
2. The Sedalia Convention & Visitors Bureau notified the City of a unique 50/50 grant opportunity through the Missouri Department of Tourism to fund wayfinding signage, a long-standing budget discussion item since 2013. Recognizing the significant potential to boost tourism and economic growth, the Bureau requested the City’s support to apply for the grant, emphasizing the transformative impact it could have on visitor experience and local businesses. The effort was successful, securing \$30,000 in grant funding with a \$30,000 match to enhance navigation for visitors, connecting them to historic sites, retail, dining, and entertainment venues.

To emphasize the importance of this project, the Sedalia Convention & Visitors Bureau will provide a presentation highlighting the need for wayfinding signage and the value it brings to the community. Staff is requesting Council approval of the grant agreement and a budget amendment to meet the matching funds requirement. These steps are essential for securing the project’s funding and ensuring its successful implementation.

3. The Public Works Operations Street Division has encountered substantial and unplanned repair costs this fiscal year, totaling \$65,977.99 beyond the repair budget. Major repairs included work on the asphalt paver, replacement of drop axle assemblies on a quad-axle dump truck, and multiple critical repairs to dump trucks used for various operations. These unexpected expenses have significantly impacted the current budget allocation for vehicle and equipment repairs.

Further repair needs are already emerging, particularly for snow plow trucks and spreaders, which are critical to winter operations. These ongoing and necessary repairs will continue to increase the total repair costs for the division. To address these unplanned expenses and ensure essential vehicles and equipment remain operational, staff is requesting a \$90,000 budget amendment. This amendment will cover current costs and provide sufficient funds for anticipated repairs to maintain uninterrupted service. Staff recommends approval of the amendment.

4. The Missouri State Fairgrounds is expanding with a new arena north of the Katy Trail and east of Clarendon Road, necessitating the extension of an existing sewer main. This extension requires a sewer easement from the property owner at 2540 Southwest Boulevard. The Matz Properties Partnership has provided the necessary easement documents, and the City of Sedalia staff recommends that the City Council approve the acceptance and recording of the easement with Pettis County. Once recorded, copies will be provided to Matz Properties Partnership, the Missouri State Fairgrounds, and the project engineer, ES&S Inc.
5. The Public Works Department has reviewed and received approval for Change Order #2 from S&A Equipment and Builders, LLC, for the storm drainage improvement project in Area 35 (S. Beacon Ave. and W. 13th St.). Funded by the ARPA grant, the project was initially scheduled for completion on September 7, 2024. However, delays occurred due to the relocation of existing utilities, which was required before the contractor could proceed with their work. This change order requests an extension of the completion date to January 6, 2025, with no

change to the total project cost. The delay was not caused by the contractor but instead resulted from private utility companies taking longer than anticipated to move their infrastructure, which was beyond the contractor's control. Staff recommends approval of the change order to accurately reflect the adjusted timeline.

6. The City of Sedalia is preparing to replace the water main piping along South Grand Avenue between West 20th Street and West 24th Street as part of its FY25 planned infrastructure projects. The City solicited bids for the project and conducted a comprehensive review of contractor references to ensure a qualified selection. Based on this process, TB Dozing and Excavating, LLC, is recommended as the lowest, best bid to complete the work at a cost of \$386,738. Staff recommends approval of the bid.
7. Engineer Chris Davies has been updating agreements with cell service providers for water tower usage as the current agreements expire. One such lease is with Sprint Spectrum LLC for the placement of antennas and associated equipment on the West Water Tower at 1401A Water Tower Road. Sprint has been leasing this space since 1999, with the current agreement set to expire on February 28, 2025. To address outdated terms and align with current market values, a new lease has been drafted in collaboration with the City Attorney's office. The proposed agreement includes an initial five-year term starting March 1, 2025, with four optional five-year extensions, potentially extending through February 28, 2050. The monthly rent will be \$1,767.28 as of March 1, 2025, with a 3% annual increase. Sprint has reviewed and approved the updated terms, and staff recommends that the City Council approve the new lease agreement.
8. Staff has encountered another delay in the final repairs scheduled at the Sedalia Central Wastewater Treatment Plant (WWTP) Aeration Improvements project. Originally, the project was contracted with Burns & McDonnell for substantial completion by December 9, 2024. A prior change order extended this deadline to January 20, 2025, at no additional cost. Eaton, an electrical supplier for the project, has again delayed the delivery of a critical switchboard, now expected to ship by January 17, 2025. Discussions with Burns & McDonnell revealed that switching suppliers at this stage would lead to further delays. Staff recommends that Council approve Change Order No. 002 to extend the substantial completion date to February 28, 2025, adding 39 days without additional costs.

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

1. The Pettis County Joint Communication Center (JCOMM), which provides dispatching services for the Sedalia Police and Fire Departments, ended FY24 with a funding shortfall. In 2024, all participating entities, including Pettis County and the Pettis County Ambulance District, agreed to contribute an additional \$16,000 if JCOMM's operating costs exceeded contractual billing amounts. After reviewing JCOMM's financials, the need for this additional funding has been confirmed. Pettis County and the Pettis County Ambulance District have already fulfilled their contributions. Both Chiefs recommend Council approval for a \$16,000 budget amendment to fulfill Sedalia's portion and ensure continued support for this vital service.
2. During FY25, the Sedalia Police Department (SPD) experienced significant, unplanned vehicle repair costs stemming from accidents and mechanical failures. These included incidents where

insurance partially reimbursed repair expenses. The total cost of repairs amounted to \$27,876.64, with \$21,893.39 reimbursed by insurance. These expenses have nearly depleted the SPD's allocated budget for vehicle maintenance. The repair costs include incidents where a police car was rear-ended by an intoxicated driver, a collision involving an officer, and an engine replacement on a patrol vehicle purchased from the Kansas Highway Patrol during supply chain shortages. To address this shortfall and ensure operational readiness, staff recommends recognizing the \$21,893.39 insurance reimbursement and approving a budget amendment to cover the full repair cost of \$27,876.64.

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

1. ICSTARS LLC has submitted a request to vacate the city-owned alley located east of the property at 501-503 S Engineer. The purpose of this request is to facilitate the renovation of the property into multi-family housing and to provide the off-street parking required by city ordinance. The property, which is zoned C-1, is undergoing a substantial renovation with investments exceeding \$100,000. The renovation plans include 16 parking spaces to meet city requirements. The alley is not currently used for trash services, and no underground utilities are present. The proposed use aligns with zoning regulations and the City of Sedalia Comprehensive Plan, which designates this area for residential development. City staff has recommended approval of this request.
2. Sedalia Pettis County Economic Development has approached staff about vacating a drainage easement in Thompson Meadows Industrial Park to help develop two parcels. Staff has worked with the team to ensure there will be proper drainage yet allow for the changes to the easement for development. Staff recommends vacating the drainage easement.



CITY OF SEDALIA, MISSOURI
CITY COUNCIL MEETING
JANUARY 6, 2025

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 January 6, 2025 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 legislative prayer led by Chaplain Byron Matson followed by the Pledge of Allegiance.

ROLL CALL:

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

Presentation – Department of Conservation – Springfork Lake

District Supervisor, Jake Willard, stated that the Missouri Department of Conservation would like to propose a cooperative agreement with the City of Sedalia for them to take over management of the grounds at Springfork Lake at no cost to the City. The Department of Conservation owns Paint Brush Prairie which is one of the highest quality prairies and they are in the process of acquiring property adjacent to Springfork Lake. The property has potential to be a great wildlife habitat and offers recreation opportunities and an agreement is already in place with the City for management of fish in the lake. A similar agreement could be drafted for a term of 1 year with 4 renewals and reassessment after 5 years. Management by the Department of Conservation would also include growth control of vegetation. Several trees, like the Red Cedar choke out sunlight which cuts growth of grass that creates food for wildlife. Controlled burning is also used every 2-3 years in woodland management and promotes healthy regrowth.

SERVICE AWARDS:

Table with 4 columns: Award, Name, Award, Name. Rows include 30 Year Gift Card/Certificate William Garrigus Equipment Operator III Water and 25 Year Gift Card/Certificate Matthew Wirt Interim City Administrator Administration

Police Chief David Woolery stated that Interim City Administrator Matthew Wirt started with the Police Department February 20, 1999, as a reserve police officer; October 31, 1999, transitioned to full time police officer working afternoons and midnights for 6 years before being promoted to Sergeant, July 3, 2005. He then moved to investigations in February 2009 until achieving the position of Commander. In that role, he ran Patrol Bureau, Criminal Investigations Bureau, Administrative Support Bureau before being promoted to Chief of Police on April 27, 2018. During his five years in that role, Mr. Wirt led by example, work ethic, determination and a vision of professionalism, transparency, and service to the Community. These ideals are still held close in the Police Department. On December 11, 2023, Mr. Wirt

resigned his role as Chief of Police to serve as Assistant City Administrator where he has served with professionalism to assist in improving City efficiency.

SPECIAL AWARDS

2024 Christmas Light Contest Winners

- 1st Place – Robbie Day – 415 West Broadway – \$100.00
- 2nd Place – Patrick Dewey – 2024 East 6th – \$50.00
- 3rd Place – David Hilton – 1409 South Prospect – \$25.00

RETIREMENT AWARDS: None

MINUTES: The Council Meeting minutes of December 16, 2024 were approved on motion by Oldham, seconded by Robinson. All in Favor.

UNFINISHED BUSINESS:

Presentation – 353 Incentives and Sedalia’s Chapter 353 Development Plan & Midtown Residential Area

City Attorney Joe Lauber presented information on 353 Incentives and Sedalia’s Chapter 353 Development Plan and Midtown Residential Area. Mr. Lauber prefaced his presentation by offering an apology for incorrect information provided at the previous meeting where the 353 Incentive was discussed. The Firm was not up to speed nor ready to explain how the tax incentive worked and should have allowed more time for reviewing instead of answering questions.

Under the 353 Development Plan, tax incentives are available with a complete and thorough process for qualifying. It was incorrectly noted in the prior discussion that this program was for property acquisition. Where property acquisition is necessary, it would trigger the tax abatement involved.

Chapter 353 was first included in the Missouri Revised Statutes in the mid 1940’s with the first tool adopted in 1943. Initially, they were only available to Charter Cities or those with a population greater than 4,000. In the mid 1980’s, authorities expanded on the program and today it is available to all cities in Missouri. 353 Urban Development is one of the oldest economic tools in Missouri; gives Corporations special powers by state legislation to provide funding sources to remediate blighted conditions; once formed, may operate redevelopment projects pursuant to authorized development plan; and powers are set up through City Ordinance, which must be consistent with state law, and subject to an approved plan. To utilize 353 plans, you must have an Urban redevelopment Corporation and a Development Plan to remediate blight. Urban Development Corporations are set up in accordance with section 353.030 and filed with the Secretary of State. You must have purposes, capital stock, value stock, principle office, duration which cannot exceed 99 years and list of directives. The program which Sedalia has is similar to other cities’ plans throughout the state.

Before holding a public hearing, a governing body must provide notice of the hearing and issue a tax impact statement. This plan identifies the redevelopment area, projects to be undertaken and how the program will be carried out to remediate blighted conditions and include estimated cost.

Funding sources of 353 incentives is tax abatement and involves a cap or limitation on future assessed valuations of the affected real property within the redevelopment area. Up to the first 10 years, the real property is assessed but not the improvements so tax abatement can be up to 100%. Up to the next 15 years, there is 50% abatement of both real property and improvement taxes. As required by the 353,

title to property must be transferred to qualifying redevelopment corporation to receive tax abatement. Governing body approves the tax abatement and transfers back to property owner seeking tax abatement. Mr. Lauber stated that other public revenues can be utilized as a funding source keeping in mind any restriction on those funds. Sedalia's Midtown Residential has a piece of this in what is essentially a grant program or a city source separate from tax abatement that can be utilized. Under this plan, the City has the ability to provide public funding that involves no acquisition of property.

Sedalia City Code Chapter 42 covers anything relevant to 353. There are 24 sections in this chapter authorizing the use of 353 incentives.

Chapter 353 Development Plan Midtown Residential Area was adopted by Ordinance 11168 in May 2020. Many properties were facing gradual but continual decay with upkeep getting beyond the property owner's ability to keep up with the property value even with improvements. It made sense for the City to invest in a long-term neighborhood redevelopment tool like the 353 Incentive plan which provides a strategy and vision for revitalizing the plan area with a positive, incentive-based approach. It was designed to create pride in ownership; encourage cooperation of neighbors in identified neighborhoods; and create walkable and connected neighborhoods through partnership with the city as a master developer overseeing the program and development projects. The Corporation Board of Directors consists of 3 council members, school superintendent and a citizen at large. Directors are not owners and their role is to guide the corporation only and they are forbidden to be compensated for work.

Tax abatement program guidelines are available on a property-by-property basis under the umbrella of the Midtown Residential Area Redevelopment Plan. It is an incentive to eliminate blight; encourage reinvestment; preservation where appropriate; and increase home ownership and improve value and appearance of neighborhoods. Properties must be located in the redevelopment areas. To qualify, you must meet the following guidelines:

- Minimum required project improvements (investment) – At least 6.5% NPV of taxes abated in the first 10 years; Not less than \$3,500
- Base required improvements
- Other eligible improvements
- Ineligible improvements
- Application and approval process, which includes a tax impact statement and public hearing process

The superseding addendum to the 353 Development Plan is to encompass a portion of the Sedalia Downtown area currently not able to utilize incentives and add them to the redevelopment area; includes a blight study for property to be added; and if approved, the added property will be authorized to fully participate in the program.

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES: None

ROLL CALL OF STANDING COMMITTEES:

FINANCE & ADMINISTRATION – Chairwoman Tina Boggess; Vice Chairman Thomas Oldham

Presentation – Sedalia Pettis County Economic Development: Annual Report

Due to poor audio connection, presentation to be rescheduled.

Presentation – Scott Joplin International Ragtime Foundation: Annual Report

Presentation to be rescheduled.

- Several Worker's Compensation services for City employees were being completed outside the Bothwell Health system. Discussions with Bothwell Regional Health Center and Missouri Employers Mutual, the City's WC provider, revealed the hospital was not part of MEM's network through OneCall. To address this and keep services local, the City and Bothwell developed a direct pricing Memorandum of Understanding outlining reimbursement rates for wellness and WC services provided by the hospital to City employees. Staff recommends amending the MOU to include an additional reimbursement option for services not covered by the Medicare Fee Schedule.

BILL NO. 2025-1, ORDINANCE NO. 12184 – AN ORDINANCE AMENDING THE MEMORANDUM OF UNDERSTANDING WITH BOTHWELL REGIONAL HEALTH CENTER FOR DIRECT BILL SERVICES was read once by title.

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

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

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

- To Ensure a fair and transparent process for the City Administrator search, the Human Resources Department is requesting to partner with Strategic Government Resources, a third-party recruitment firm, to conduct a nationwide search. The proposed executive full-service recruitment has a cost not to exceed \$28,150, excluding any candidate travel expenses. This initiative was not included in the fiscal year 2025 budget, and the HR department is seeking approval of the SGR contract along with a budget amendment to allocate the required funds.

RESOLUTION NO. 2121 – 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 was read once by title and approved on motion by Oldham, seconded by Robinson. All in Favor.

BILL NO. 2025-2, ORDINANCE NO. 12185 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2024-2025 REGARDING PERSONNEL RECRUITING SERVICES 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".

BILL NO. 2025-3, ORDINANCE NO. 12186 – AN ORDINANCE AUTHORIZING AN AGREEMENT FOR EXECUTIVE RECRUITMENT SERVICES 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

Strategic Planning Presentation – Parks & Recreation

Presentation postponed to January 21, 2025.

- IT department addressed an urgent need for secure network connectivity at the Central Wastewater Plant to support the SCADA system upgrade. Fiber optic connectivity was considered but was deemed infeasible due to high costs and installation complexities. A wireless network solution using Ubiquity equipment was proposed by the SCADA vendor but was rejected because it failed to meet cybersecurity standards recommended by CISA. To resolve the issue, we have approved the installation of a wireless network using Cisco equipment, which offers enhanced security, at a cost of \$29,991.37. This emergency purchase, authorized by Mayor Dawson, was necessary to prevent project delays and ensure system security.

BILL NO. 2025-4, ORDINANCE NO. 12187 – AN ORDINANCE AUTHORIZING AND RATIFYING THE PURCHASE OF A WIRELESS NETWORK FOR THE CENTRAL WASTEWATER PLANT FOR SCADA PROJECT was read once by title.

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

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

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

PUBLIC SAFETY – Chairman Jack Robinson, Vice Chairman Steve Bloess

- Human Resources is proposing an update to the Personnel Policies Manual to ensure compliance with updated state statutes, for the inclusion of additional language in Section 8.4, which addresses the suspension, demotion, or termination of police officers.

BILL NO. 2025-5, ORDINANCE NO. 12188 – AN ORDINANCE AMENDING THE PERSONNEL REGULATIONS MANUAL OF THE CITY OF SEDALIA, MISSOURI RELATING TO SUSPENSION, DEMOTION OR TERMINATION OF POLICE OFFICERS AND REMOVAL OF CHIEF LAW ENFORCEMENT OFFICER was read once by title.

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

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

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

- The City of Sedalia is renewing its Mutual Aid Agreement with the Missouri Department of Conservation. This agreement defines the responsibilities of both parties. Under the agreement, the MDC focuses on managing forest, grass, crop, and wildland fires within the state, while the Sedalia Fire Department is responsible for structural fires and assisting in wildfire suppression when necessary.

BILL NO. 2025-6 ORDINANCE NO. 12189 – AN ORDINANCE AUTHORIZING A MUTUAL AID AGREEMENT FOR FIRE AND EMERGENCY SERVICES BY AND BETWEEN THE CITY OF SEDALIA MISSOURI DBA SEDALIA FIRE DEPARTMENT AND THE MISSOURI DEPARTMENT OF CONSERVATION was read once by title.

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

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

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

COMMUNITY DEVELOPMENT – Chairwoman Rhiannon M. Foster; Vice Chairman Bob Cross – No Report.

APPOINTMENTS: None.

BIDS: None.

LIQUOR LICENSES: The following new Liquor License was read and approved on motion by Oldham, seconded by Foster. All in Favor.

*Shelly Shugart dba The End Zone, 3129 West Broadway, Liquor by the Drink and Sunday Sales

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:

Councilman Oldham commented on the fantastic work done by City and County staff on snow removal during the recent winter storm. He commended Public Works and First Responders on a job well done over the weekend.

Councilwoman Boggess expressed concern for citizens on the north side. On December 26, Fire Department and Pettis County Ambulance were stopped at the railroad tracks by a train while responding to an emergency call. This is unacceptable and needs addressed now.

Councilman Bloess stated that he has worked toward remediation between the City and County regarding withholding of road and bridge tax revenues. Since the wording of the tax is so vague, the County has been able to withhold the revenue since April 2023 and continue to do so. Cities within the County have received the same amount of revenue since 2000 without increase. The tax generates \$4 Million of which the County has \$3.25 Million and since 2023 that revenue is being utilized only on County items. Mr. Bloess is proposing that we approach the County about more specific language which grants the same or slightly more revenue to cities. He would like the agreement continued, however, change to a percentage based number versus a dollar amount. If the County doesn't agree, he would ask Council to direct staff to create language for a 1/8 of 1% sales tax to sunset in 5 years to take to the January 21, 2025 Council meeting. This would be utilized for roads in Sedalia to make up the revenue not being received and assist with revenue toward the Washington Street Bridge repair or replacement. Motion by Bloess, seconded by Robinson to direct Staff to draft language for a 1/8 of 1% sales tax to place on the April 2025 ballot. Roll Call Vote: Voting "Yes" were Robinson, Hiller, Cross, Foster and Bloess. Voting "No" were Oldham, Marshall and Boggess. Motion passed.

Councilman Hiller congratulated the State Fair Speedway and Larry McCown for donations to several local charities from Missouri State Fair race proceeds.

GOOD & WELFARE:

David Goodson, 1640 Hedge Apple Drive, thanked the City Street crew for their work during the storm and congratulated Mr. Garrigus and Mr. Wirt on their service awards. He also appreciated clarification on the 353 Development Plan and Midtown Residential Area and expressed support for the program. Mr. Goodson inquired who writes the committee reports given by City Council. Regarding an additional tax, Mr. Goodson stated we are already at 8.73% and more tax will kill retail. He requested the City focus on City properties and not citizen properties. The fight with County has cost \$800,000 in legal fees that could have addressed the Washington Street Bridge. We need local legal representation invested in our community.

Duane Dixon, 906 Sylvia, stated he was on his way to attend a meeting at the Court house and heard a County official tell City staff to get some numbers together regarding the bridge so they could work with the City. At the December 16, 2024 Council meeting, he had asked Council to come and look at his 5 buildings and only two showed up to look at the damage to the buildings by individual who installed the sidewalks. He has been dealing with this since July 2023 and resolution is needed.

London Wright, 602 West Cooper, stated that the emergency incident involving delayed response had over 30 shares on Facebook. The delay lasted 3-5 minutes and could mean the difference between help or loss of life. A solution was to have emergency vehicles parked on the North side at Dollar General but that has not been the case.

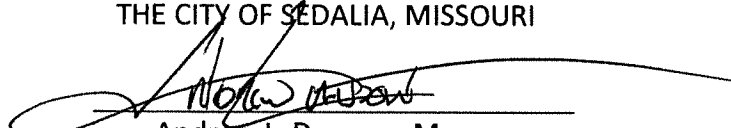
Debbie Covington, 2601 East 12th, requested to have Council meetings and committee meetings live streamed so that the community is in the know. It would save a lot of confusion and misinformation.

Steve Bloess, 607 West 26th, addressed the issue of placing the 1/8 of 1% sales tax on the April ballot. As a voter, he can vote for the 1/8 of 1% tax and get the road and bridge funding and vote against the ½ cent tax thereby reducing sales tax by 3/8 of a cent. Should the measure make it to the April ballot, he will advocate for it because he believes it will be the solution to a lot of issues including replacement of the Washington Street Bridge.

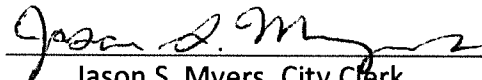
The meeting adjourned at 8:14 p.m. on motion by Oldham, seconded by Robinson to a closed-door meeting in the upstairs conference room pursuant to subsections 1 (Legal Advice), 2 (Real Estate) and 12 (Negotiated Contracts) of Section 610.021 RSMo. Roll Call Vote: Voting "Yes" were Robinson, Oldham, Marshall, Boggess, Hiller, Cross, Foster and Bloess. No one voted "No".

The regular meeting reopened and adjourned at 9:25 p.m. on motion by Cross, seconded by Oldham. All in favor.

THE CITY OF SEDALIA, MISSOURI



Andrew L. Dawson, Mayor



Jason S. Myers, City Clerk



CITY OF SEDALIA, MISSOURI
STRATEGIC PLANNING SESSION
JANUARY 11, 2025

The Strategic Planning Session started at 8:30 a.m. at the Municipal Building in the Council Chambers. Mayor Andrew L. Dawson called the meeting to order.

Council members present were: Jack Robinson, Thomas Oldham, Chris Marshall, Tina Boggess, Bob Hiller, Bob Cross, Rhiannon Foster and Steve Bloess (Left at 11:00 a.m.). Also present were Andrew Dawson, Matthew Wirt, Kelvin Shaw, Jason Myers, Matt Irwin, Daniel Shaw, Chris Franklin, Roger Waters, Elizabeth Nations, David Woolery, Adam Hendricks, Michael Elwood, Chris Davies (via GoTo), Justin Bray, William Bracken, Derrick Dodson, Shannon Ramey-Trull, Jessica Pyle, Randi Battson, Troy Schneider, Amy Epple, Bryan Kopp and Chris Howell with the Sedalia Democrat.

REVIEW OF STATUS OF FY 2025 GOALS

Police & Fire:

1. Police Software implementation – Some implemented with some challenges; One software moved to next Fiscal Year; shot detection not purchased.
2. Police License Plate Recognition – Up and running.
3. Neighborhood Cameras – Challenges in implementation
4. Police Car Radios Matching Grant – Received over ½ of the cost to replace radios.
5. Aerial Truck on Order – received 2 years early
6. Engine on Order – Expected 2026
7. Added staffing for squads – 6 staff - Will be added soon
8. Added ballistic vests – Grant received for portion of cost.
9. Design and plan for Central Fire Station/training center – Meetings held with Architect for design.

Community Development:

1. Downtown Events – Continue to increase.
2. 353 Redevelopment-Increase area for development – delayed
3. CDBG Grant – 2025 – Allows for sidewalks and curbs (Emmett/New York and 4th/5th) to encourage growth and revitalize neighborhoods.
4. North Central Sidewalks – Significant project making improvements to sidewalks and community between Park and Ohio north of tracks; approximately 100 blocks of sidewalks at \$1.5 Million; crews conducting in-kind match; weather has slowed progress and during the process there may be complaints related to the nature of work to be done.

Building & Code:

1. Downtown Inspections – In finishing stages.
2. Incentivize training to promote and retain certified staff – Currently have one staff member who is a master plumber and another with 40 Years' experience in construction.
3. Reduce one code enforcement officer to improve engagement – Challenges related to community Communication; Sharing information will clear up misconceptions.
4. Added Blue Beam for electronic plan review – Program allows submission of plans electronically for review versus printed copies.

Cemetery:

1. Clear and reclaim property West of Veterans Memorial Drive.
2. Committal Service Shelter under design.

Animal Shelter:

1. E-Ticket implementation.
2. Retaining Wall Project – Improved drainage issues at the shelter and work done by staff; Staff currently dealing with epoxy on walls that need repairs.

Airport:

1. Environmental assessment of wetlands – Part of improvement process.
2. Upgrade aviation fuel pumps – In progress; Supply chain and electronics a challenge.
3. Established as enterprise fund.

Street Department:

1. Roadway Asset Survey software for evaluating roadways – waiting on final product; Conducted to get better grasp and inventory of road conditions; Goal is to have information before February Work Session.
2. Snow plow and spreader replacement truck – cab and chassis ordered; waiting on blade.
3. 32nd Street and Limit Intersection/Interchange – Trouble with language in the bill.
4. Sidewalk and curb repair \$500,000.00 – Completed
5. Street Resurfacing Projects \$1 Million – Added Warren and Park.

Parks and Recreation:

1. Liberty Stadium remodel – In progress.
2. Design Bowling Alley & Aquatics Facilities – Inflation and supply chain issues.
8. New train in Liberty Park – up and going
9. New playgrounds in Liberty and Katy Park.

Utilities – Water & Wastewater:

1. Improvement to pretreatment program – Some progress made; Important and cost effective to work with businesses to identify extra items or biological substances in water; part of requirement for Department of Natural Resources.
2. Repairs and Rehab to Central Plant (West Main Street) – Supply chain issues in getting electrical box.
3. Design process of new North wastewater treatment plant – In design.
4. Significant repairs to all plants to improve reliability – Work on pumps, valves and testing equipment to improve reliability.
5. Replacement of antennas that receive water meter information – In progress.
6. Replacement of 2000 water meters – In progress.

Sanitation:

1. Complete replacement of trucks – New equipment if more efficient and improves service.
2. Implementation of Rehrig scanner and tracking system – Ensures correct receptacles, missed trash and will assist when moving toward volume-based service.

FY 2026 Economic Outlook

Federal Reserve Policy and Local Impacts: Federal Reserve reduced federal funds rate by a quarter-point to 4.25% - 4.5% in December; Third consecutive cut; cautious approach to future cuts due to persistent inflation concerns in light of policy changes.

Labor Market Shifts: Jobs – to – seeker ratio declined to 1.2 indicative of a loosening labor market; may lead to slower wage growth; Law enforcement continues to experience shortages of qualified candidates; sector not seeing decreased wages but rather increase related to attracting and retaining qualified staff; report from Stifel for December reflects resilient labor market surging by 256,000, Unemployment dipped

to 4.1% reflecting strong growth in education, health and retail, Manufacturing experienced 13,000-job decline, Wages grew approximately 3.9%, consumer sentiment declined causing concern about slowing market and inflation remains key focus.

Continued Economic Growth: National GDP growth 3.1% in Q3 2024 reflecting strong consumer spending, robust business investment and recovering supply chain.

Consumer Spending and Debt: Increased reliance on savings and credit highlights vulnerabilities causing consideration for implications in housing markets and consumer spending.

Supply Chain Challenges: Remain persistent; potential to affect cost and timeline of projects; Proactive plan to mitigate delays.

Missouri Growth Trends: Experienced overall decline in state sales tax growth; Sedalia continues to be better positioned for sustained, equitable revenue growth in 2025.

FY2026 Vision: Positive momentum underscores importance of monitoring key economic indicators and remaining adaptable in fiscal strategies so we remain cautiously optimistic regarding future growth; Since economic conditions change rapidly, the City will continue to insure reserves remain as a safeguard in case of economic downturn.

Interim City Administrator Wirt shared a video entitled “The Power of Hope” by Admiral William H. McRaven, retired U.S. Navy SEAL and four-star admiral who served 37 years.

Enterprise Resource Planning

Finance Director Jessica Pyle, stated that Enterprise Resource Planning is a software system that includes all tools and processes required to efficiently manage municipal operations, including human resources, public works, budgeting, finance, community services and more. The current system was implemented in 2011, however, the company is no longer enhancing the platform and are moving to a cloud platform. Staff has expressed the need to move toward a Citizen Engagement Portal which will offer a more robust system for permitting, work orders and timekeeping.

In August 2023, staff formed a project team of 8-9 members to discuss a solution for current needs. Numerous system requirements were identified and shared with potential ERP vendors who responded with product demonstrations. Only one met the majority of system requirements. The ideal solution is one cohesive system connecting every department. The Robust Content Manager is housing for all documents stored within the system and allows for a highly intelligent search function for documents housed, includes a budgeting module that functions similarly to current database utilized and a Citizen Engagement module.

The Licensing and Permitting module will allow businesses and citizens to submit on-line applications, monitor application status, receive electronic invoices, make online payment, and receive license or permit. Work Orders are the module that would tie departments together. There is a flow process for each step in the process which schedules actions, shows job completion, generates invoices, shows payment and alerts departments of action progress. Another part of the system is that practically each part can be tied to GIS Mapping. Smart Meter Access will also allow citizens to view their water consumption amounts in real time.

A new feature is Human Resources Applicant Tracking/Timekeeping. This allows improved communication with applicants, scheduling assistant, seamless hiring within system to onboarding, various timekeeping options differentiated by department, set rules based on position for computing pay, and options for supervisors regarding timekeeping management.

The costs associated with this system are recurring \$225,000.00 Annually within inflationary increases; implementation one-time fee of \$502,000.00; for a total of \$727,000.00 for the first year. Conversion process of up to 2 years expected. Current system annual costs is slightly over \$100,000.00.

Department Presentation Review

Fire Department: Fire Chief Matt Irwin stated that the Fire department is looking at community growth and the function of the department. Priorities are as follows with the first four as top priority:

3 Additional shift personnel	Reoccurring	\$175,000.00
Training & Preparedness Officer	Reoccurring	\$ 85,000.00
Fire Department Mechanic	Reoccurring	\$ 75,000.00
Opticom System* (Police & Fire)	10 Years	\$300,000.00
Radio & SCBA Accountability Software		\$ 70,000.00
Water Rescue Equipment		\$ 35,000.00
Extrication Equipment – 2 nd Set		\$ 40,000.00
Medical UTV		\$ 40,000.00
Drone Program*	Reoccurring	\$ 45,000.00
Brush Truck Replacement		\$160,000.00
Citizens Fire Academy	Reoccurring	\$ 10,000.00

Council inquired about additional costs for the Opticom system. Chief Irwin stated that the only cost incurred under the 10-year plan would be if the system moved between vehicles. In that case, it would be \$2,000.00 per vehicle. The cost for the system includes all stoplights with the exception of 2nd and Ohio and 4th and Ohio. The cost covers Police and Fire vehicles, very movable between vehicles and could be SS4A Grant funded. Councilman Oldham stated he would like to see the Citizen’s academies move towards a “City University” to allow an overview of all City functions.

Police Department: Police Chief David Woolery stated that the City has budgeted for 47 sworn officers plus a school resource officer at the Jr. High School which is financed through Sedalia District 200. Current staff is 42 commissioned officers, 3 new hires through the Police Academy in December, two officers out on injuries, and two additional going on FMLA next month. Chief Woolery also noted challenges in keeping officers due to recruitment efforts by larger communities who offer higher salaries. He would like to increase new officer salary from \$48,266.40 to \$55,000.00 and increase senior officer pay accordingly.

A new Special Response Vehicle would benefit the Department. Officers put their safety at risk daily and the Special Response Team trains and prepares for the worst possible situations. Current mode of transportation for high risk situations is a fiberglass bus received from the Air Base 10 years ago and is not equipped for current needs. The Special Response Vehicle would have a mobile cover for improved tactics, efficiency, effectiveness and safety; armor protection to allow close proximity to the situation and limit any casualties; and assist in hostage negotiation/crisis de-escalation.

Drones as First Responders would station 2 drones, one at each Fire Station. Paladin is the vendor offering the package. They are 2 DJI M30T (Thermal) drones with 200 X zoom/thermal/wide angle capability. Plan offer provides: drones, drone docks, Watchtower Software (includes flight logs, mapping and FFA waiver to fly beyond line of sight), training, unlimited maintenance including repairs, battery and service (drone on loan during repairs). Services include: Live 911 software that connects into Pettis County Joint Communications; private network allowing pilots to listen into all JCOMM calls for drone deployment; and Real time information and mapping of caller’s location to pinpoint area. Features include self-launching once pinned; autonomously fly to incident location; circle area for approximately 30 minutes capturing

footage of incident; and pilot can take over flight at any time. Some modifications are required to buildings and would require \$5,000.00 for 110 electric and Ethernet and \$10,000.00 in Camera and lighting at launch pad. Cost for the program would be as follows:

Paladin Drones

Year 1 \$89,000.00
 Years 2/3 \$64,000.00
 Year 4+ TBD

Live 911

Software/Lic (annual) \$6,000.00
 Remote Software Install. \$785.00 1 time
 Remote/Virtual training \$595.00 1 time
 JCOMM server \$3,000.00

Annual Cost Summary

Year 1 \$114,680
 Years 2/3 \$70,000.00
 Year 4

Agency Split cost

Year 1	\$57,340.00 SPD	\$57,340.00 SFD
Year 2/3	\$35,000.00 SPD	\$35,000.00 SFD
Year 4	TBD	TBD

The last request for the Police Department would be a storage and training facility. Current Quonset hut is getting the Department by but not adequate and is in disrepair. A 40' X 60' 2 story building would fit current footprint; evidence and equipment storage on ground level in 4 bays; and 2nd floor training facility with restroom.

Animal Services: Animal Services Manager Randi Battson stated that Animal Control has one major item for City Council to consider, a Veterinarian on staff at the shelter. Benefits include greater community access to the spay and neuter clinic (Shelter & current citizen wait is 4-6 weeks); keeps tax dollars local since the shelter and rescue partners will not have to travel for services; more altered pets means fewer strays and less intakes at shelter; shorter length of stay for animals; and Trap, Neuter and return service reinstatement. Councilman Bloess inquired about the \$174,608.00. Director Battson stated that is Net Revenue. Types of services that would still need to be contracted out include surgeries such as amputation, x-rays, etc. The closest shelters with a vet on staff are Warrensburg and Columbia. A veterinarian is on the Board of the shelter and has evaluated the shelter. There is a room available for any equipment. To get equipment would require a start up cost of \$80,000.00, one-time purchase. Anesthesia would be ongoing cost and is approximately \$12-19 per animal for all surgical requirements and covers surgery. A DEA license would be required.

Community Development & Code Enforcement: Community Development Director and Chief Building Official Bryan Kopp stated that the priorities for the Department are:

- Secure resources for additional training, study guides, certification exams, and continuing education credits through accredited seminars and events
- Evaluate software programs to aid in community services such as plan review.
- Increase technological advantages for Building Inspectors in the field with iPads or tablets
- Continue and enhance support for Sedalia Shop Local, Downtown Christmas lights program, Sedalia Historic Preservation Commission, and Sedalia Main Streets involvement with Main Street America and Missouri Main Street Connection.

Cemetery: Cemetery Director Roger Waters stated that based on the increase of graveside services, a Committal Service shelter would offer seating for 40-50 people, safer conditions than graveside and allows service in inclement weather. Estimated costs are \$75,000.00 no restroom or HVAC or \$100,000 including restroom and HVAC.

Airport: Airport Director Derrick Dodson presented Capital improvement items to utilize Federal funding as follows:

- The current project for 2024/ 2025 are to rehabilitate the North parallel taxiway and Northern 500' of runway 18-36. Estimated cost \$720,000 with city portion being \$40,000-\$45,000
- 2025/2026 Conduct design and environmental analysis for South parallel taxiway project. Estimated cost \$300,000 with city portion being \$15,000
- Construction phase tentatively scheduled for April 2027-December 2027. Cost for construction \$2,535,000 with city portion being \$126,750.

Public Works: Public Works Operations Director, Justin Bray, stated that his projects and priorities are somewhat depending upon the results from the Roadway Asset Services scans.

Pavement Management:

<u>Streets</u>	<u>Cost</u>
1. Grand- 20 th to south City limits (FY 2025 Project carried forward)	\$230,000
2. 16 th street S limit – S Barrett Ave (Possible Grant)	\$220,000
3. 16 th Street S. Ohio- S New York (Possible Grant)	\$387,000
4. Emmet - Broadway to Tower	\$255,000
5. Adams/Pro Energy – Cherry Tree to Eagleview	\$245,000
6. 24 th – Ingram to New York	\$300,000
7. Sneed –Broadway to dead-end adjacent to church	\$ 14,000
8. E. 10 th St. from S. Ingram Ave. to S. Washington Ave.	\$ 44,000
9. Mill St.	\$550,000

Alleys

- Between Broadway and 9th Ingram to South Merriam \$104,000
- Between Broadway and 7th Montgomery to Merriam \$ 95,000

Street/Alley Right Of Way Equipment:

1. Multifunction trucks x 5- replacement of downed plow trucks	\$250,000 per
2. Macro paver	\$430,000
3. Force feed loader -replacement	\$295,000
4. 335 excavator – replacement	\$415,000
5. Mio-vision traffic counters replace outdated traffic counters	\$ 60,000
6. Digital sign board	\$ 25,000

Councilman Oldham inquired about a phased approach to purchase the multifunction trucks. Director Bray stated that they have looked at a few versus 5 but with quite a few older vehicles, it makes sense to purchase multifunction vehicles versus replacement of specific single use vehicles.

Compost:

1. 926 M loader- replacement	\$255,000
2. Horizontal brush grinder	\$650,000
3. Drive on scale and scale house	\$ 85,000

Parks and Recreation: Park Director Amy Epple shared their large items for FY 2025-2026:

- Aquatic & Bowling Alley Design & Bids
- Liberty Stadium Completion
- Katy Park Playground Open Spring 2025
- Hubbard Ballpark Improvements
- Liberty Playground, Pond, and Parking

- Tree Removal and Planting
- Increase in Security & Cameras
- Collaboration with Public Works to Better Parks
- Minimum Wage Increase over \$100k to budget: *User fee increase coming in 2026 to balance budget

Councilman Hiller inquired about use of the ballfields since State Fair Community College and Smith Cotton High School will have their own. Park Director Epple stated other schools and entities are interested in tournaments and it will be an opportunity for the Department to gain revenue on use of the facility.

FY 2025/2026 FUND/PROJECT RANKINGS

General Fund:

1. Police – Market Wage Adjustment (Start 55K) - \$565,000.00
2. Fire – Opticom System - \$300,000.00
3. Animal Control – Veterinarian (Net Est Rev-Not Incl Cost Avoidance) – (\$174,608.00)
4. Fire – 3 Additional Staffing - \$175,000.00
5. Police – Drones as First Responders Program (70K Reoccurring) - \$115,000.00
6. Fire – Training & Preparedness Officer - \$85,000.00
7. Fire – Extrication Equipment – \$40,000.00
8. Fire – Radio & SCBA Accountability Software – \$70,000.00
9. Police – Special Response Vehicle – \$275,000.00
10. Fire – Fire Department Mechanic – \$75,000.00
11. Fire – Water Rescue Equipment - \$35,000.00
12. Fire – Citizens Fire Academy - \$10,000.00
13. Fire – Medical UTV Vehicle – \$40,000.00

Transportation Fund:

1. Multifunction Trucks – (5@ \$250K) – \$1,250,000.00
2. Macro Paver – \$430,000.00
3. Force Feed Loader – \$295,000.00
4. Track Excavator – Replace Wheeled – \$415,000.00
5. Mio-Vision Traffic Counters – \$60,000.00
6. Digital Sign Board – \$25,000.00

Capital Improvements Fund:

1. Major Street Initiatives – Alternate New RR Crossing Bridge (Potential Grants) – \$???
2. Enterprise Software Implementation Costs (+225K Annual Subscription) – \$515,000.00
3. Street Resurfacing Funding Level (Projects Scored Separately) – \$1,000,000.00
4. Sidewalk Repair/Replacement Funding Level – \$500,000.00
5. Cemetery Committal Shelter – \$100,000.00
6. Airport Taxiway & Runway Rehab Projects – Grant Match – \$60,000.00
7. 32nd to Sacajawea (Winchester Extension) – \$2,500,000.00
8. Mill Street (Potential PPP Financing) – \$550,000.00
9. 16th & Winchester to 32nd – \$3,500,000.00
10. State Fair Blvd & Main Round-About – \$2,000,000.00
11. Sidewalk State Fair Blvd – 50 Hwy – 3rd – 65 Hwy – \$310,000.00
12. 65 Hwy Ramps at Main – Cost Share with MoDOT – \$1,000,000.00
13. Police Department – Storage & Training Facility (2 Story 40X60) – \$480,000.00
14. Pro-Energy to Oak Grove – \$2,500,000.00

15. 16th Street Complete Street New York to 65 Hwy – \$4,000,000.00
16. Wayfinding Signage – \$100,000.00
17. Fire Brush Truck Replacement – \$160,000.00

Capital Improvements Fund – Street Resurfacing:

1. Grand – 20th to City Limits – \$230,000.00
2. 16th St – Limit to Barrett – \$220,000.00
3. 16th St – Ohio to New York – 387,000.00
4. Emmet – Broadway to Tower – \$255,000.00
5. 10th St – Ingram to Washington – \$44,000.00
6. 24th - Ingram to New York – \$300,000.00
7. Alley Between Broadway & 9th – Ingram to Merriam – \$104,000.00
8. Adams/Pro-Energy – Cherry Tree to Eagleview – \$245,000.00
9. Sneed – Broadway to Dead-End Adjacent to Church – \$14,000.00
10. Alley Between Broadway & 7th – Montgomery to Merriam – \$95,000.00

The Strategic Planning Session adjourned at 12:45 p.m.

Respectfully submitted: Jason S. Myers, City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A SUPERSEDING ADDENDUM TO SEDALIA REDEVELOPMENT CORPORATION'S REDEVELOPMENT AREA FOR THE DEVELOPMENT PLAN APPROVED ON MAY 18, 2020; AND DECLARING AN AREA DESCRIBED IN SUCH SUPERSEDING ADDENDUM TO BE A BLIGHTED AREA AND ITS REDEVELOPMENT NECESSARY FOR THE PRESERVATION OF THE PUBLIC PEACE, PROSPERITY, HEALTH, SAFETY, MORALS, AND WELFARE.

WHEREAS, the Sedalia Redevelopment Corporation ("Corporation"), an urban redevelopment corporation organized under and pursuant to Chapter 353, RSMo, the Urban Redevelopment Corporations Law and amendments thereto ("Act"), did on May 18, 2020, approve a Development Plan ("Development Plan"), attached hereto as **Exhibit A**, for the Midtown Residential Area with an area of 1,814 acres and consisting of 4,973 parcels ("Redevelopment Area"); and

WHEREAS, the Development Plan allows the Corporation to act as the "master developer" initially for the purpose of land acquisition necessary to carry out the Development Plan; and

WHEREAS, the Corporation filed a Superseding Addendum ("Addendum"), attached hereto as **Exhibit B**, with the City Administrator, which contemplates adding 92 acres consisting of 334 parcels, for a total of 1,906 acres and 5,307 parcels, to the Redevelopment Area and specifically described in the Addendum to the Development Plan; and

WHEREAS, if there are conflicts within the Development Plan and the Addendum, the addendum shall control; and

WHEREAS, the Corporation completed a Blight Study ("Blight Study"), attached hereto as **Exhibit C**, for the parcels referenced in the Addendum; and

WHEREAS, the City Clerk, receiving a notice to proceed from the City Administrator, did cause to be published in the Democrat, a newspaper of general circulation in the City, November 29, 2024, that date being not less than fifteen (15) days prior to the date set for the hearing before the Commission and the City Council ("Council"), notice of the public hearings on the Addendum; and

WHEREAS, the City Council held a public hearing on the Superseding Addendum on December 16, 2024, in accordance with due and timely notice published in the Democrat; and

WHEREAS, at the public hearing conducted by the City Council, all interested persons were given an opportunity to be heard; and

WHEREAS, the City Council has heard testimony and evidence establishing a feasible plan for the financing of the Addendum; and

WHEREAS, it is desirable and in the public interest that the Corporation undertake and administer implementation of the Development Plan and Addendum; and

WHEREAS, the City Council now desires to make a finding that the Development Area is blighted and approval of the Superseding Addendum.

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

Section 1. Findings and Declarations. The City Council of the City of Sedalia finds and declares that:

- a. Based on the Blight Study attached hereto as **Exhibit C** and incorporated herein as though set out in full, the Redevelopment Area described in the Addendum submitted by the Corporation, including the improvements currently located thereon, by reason of age, obsolescence, inadequate or outmoded design, or physical deterioration, has become an economic and social liability, and that such conditions are conducive to ill health, transmission of disease, crime, or inability to pay reasonable taxes, is a blighted area as defined by Section 353.020(2), RSMo, and Section 42-33 of the Code of Ordinances of the City of Sedalia; and
- b. The redevelopment of the Redevelopment Area proposed in the Addendum is necessary for the public convenience and necessity; and
- c. Approval of the Addendum is necessary for the preservation of public peace, prosperity, health, safety, morals, and welfare; and
- d. The Development Plan and Addendum are feasible and conforms to the City's Comprehensive Plan for the development of the City as whole and does not require rezoning of the Redevelopment Area; and
- e. The proposed financing of the Development Plan and Addendum for redevelopment of the Redevelopment Area is feasible; and
- f. The Development Plan and Addendum will afford maximum opportunity, consistent with the needs of the community as whole, for the redevelopment of the Redevelopment Area by private Enterprise; and
- g. The Development Plan and Addendum do not seek to or provide for authority to acquire the Redevelopment Area through the use of eminent domain; and
- h. The Development Plan or Addendum provides authority for tax abatement in the Redevelopment Area in the same manner authorized in Ordinance Number 11168, subject to Chapter 353 and the Program Guidelines attached hereto as **Exhibit D**.
- i. If there conflicts between the Development Plan and Addendum, the Addendum shall control, but only to the extent of the property added by the Addendum.

Section 2. Amended Development Plan Approved. The Development Plan of the Sedalia Redevelopment Corporation of the Midtown Residential Area and related Superseding Addendum, copies of which are attached hereto as **Exhibits A and B** and incorporated herein by reference, are hereby approved.

Section 3. Scope of Approval. That approval of the documents described above is made only for purposes of the provisions of the Act and does not constitute approval of the Development Plan or Addendum for any other purposes, including without limitation, any approvals necessary under any and all ordinances, resolutions, rules, and regulations of the City, including without limitation, the City's subdivision regulations, zoning regulations, building codes, or property maintenance codes.

Section 4. Related Authority. That City officers and agents of the City are each hereby authorized and directed to, take such action and execute such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance; provided, however, that nothing contained in this Ordinance shall be construed as an appropriation of City funds.

Section 5. Effective Date. This Ordinance shall be in effect from and after the date of its passage.

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 21st day of January, 2025.

Presiding Officer of the Council

Approved by the Mayor of said City this 21st day of January, 2025.

Andrew L. Dawson, Mayor

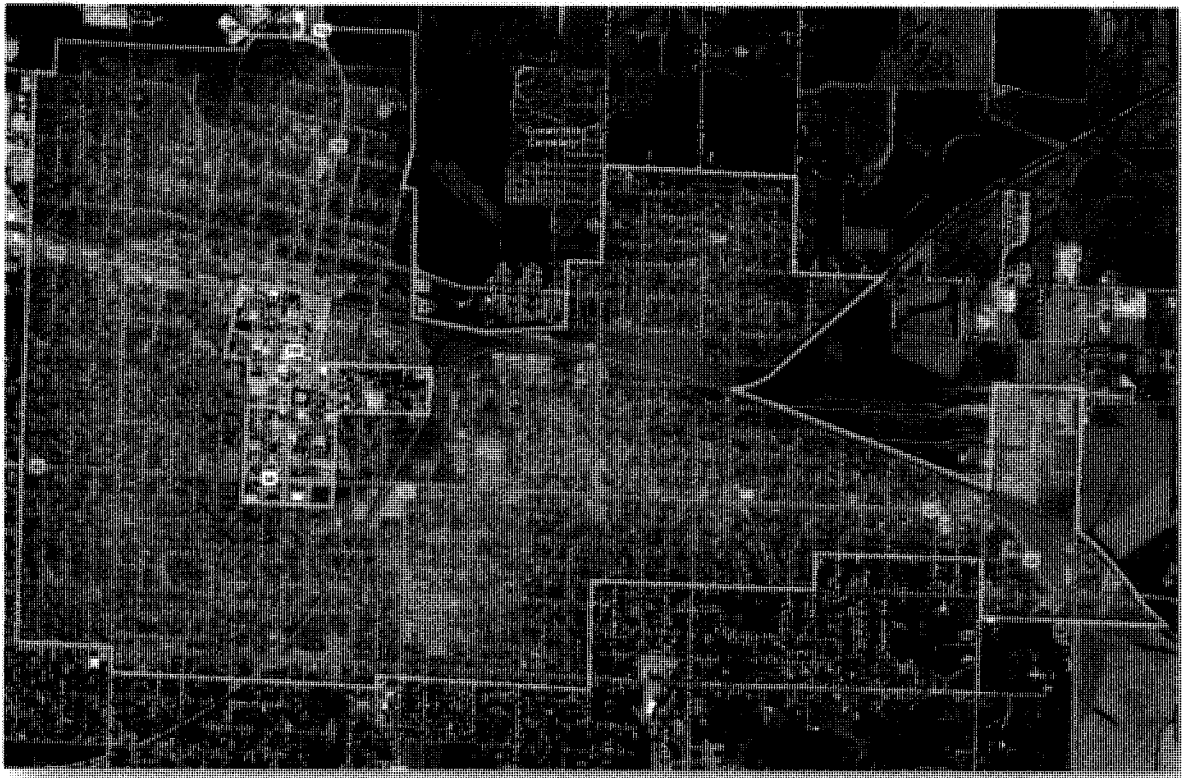
ATTEST:

Jason S. Myers
City Clerk

EXHIBIT A

Development Plan

CHAPTER 353 DEVELOPMENT PLAN
MIDTOWN RESIDENTIAL AREA
SEDALIA REDEVELOPMENT CORPORATION



CITY OF SEDALIA, MISSOURI

MAY 7, 2020

PGAV PLANNERS LLC

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SECTION 1

INTRODUCTION

PURPOSE OF THE PLAN

The City of Sedalia in recognition of gradual, yet continued and accelerated deterioration of some of its neighborhoods have embarked on a focused effort to turn this tide. Elected officials and staff see this as the highest priority and know that it will take a comprehensive approach involving all aspects of the City to accomplish. For such focus, a strategy referred to as our Neighborhood Revitalization Model has been developed and used to push these efforts forward. As part of this strategy, we have identified an opportunity to take some of the hardest hit areas to add even more focus to, as well as, add some tools to help with the revitalization of these areas where the need is the greatest. In doing so the City will create and partner with a redevelopment corporation. This plan will become the basis for defining the partnership and more specifics for moving forward in the defined area. The City will continue to overlay and coordinate the more comprehensive strategies as this plan is implemented to maximize results.

This document constitutes the Development Plan for an area of approximately 1,814 acres, consisting of 4,973 parcels named the Midtown Residential Area (“the Area” or the “MRA”) consisting of a section of the City primarily comprising residential development that surrounds the Downtown core. The boundaries of the MRA are depicted on **Plate 1 – Area Location** and **Plate 2 – Midtown Redevelopment Area Boundary** within the **Appendix**.

The Sedalia Redevelopment Corporation has been established in accordance with the requirements of Urban Redevelopment Corporations Law, Sections 353.010 – 353.190 (Chapter “353”) of the Revised Statutes of Missouri, as amended (“RSMo”) and City Ordinance [REDACTED] to act as the “Developer” (hereinafter referred to as the “Corporation”). The Corporation, an entity of the City will act as a “master developer” initially for purposes of land acquisition necessary to carry out the Redevelopment Project as described herein. It is intended that the Corporation will transfer development rights and property tax abatement to subsequent developers established in accordance with the requirements of Chapter 353 and Ordinance [REDACTED] according to the Redevelopment Project as described in **Section 3** of this Development Plan and tax abatement as set forth in **Section 4** of this Development Plan.

The MRA consists almost exclusively of residential properties, some vacant properties previously occupied as residential units, and a few commercial and industrial properties adjacent to Downtown. The MRA contains the City’s oldest housing units many of which have fallen into disrepair. Some of the larger single-family units have been split into multi-family structures. Development of some parts of the Area represent relatively dense residential neighborhoods. Some of the neighborhoods (i.e. Victorian Towers) have residences with architecturally significant features. Unit sizes, types of con-

struction, condition, and lot sizes vary. In terms of age, some buildings date from the late 1800's and early 1900's, with a large number developed between 1901 and 1920. No significant number of new housing units have been built after 1950. Also, only a relatively small number of units have had a substantial level of rehabilitation.

The City of Sedalia retained PGAV PLANNERS LLC (PGAV) to conduct a qualifications analysis of the Area to determine if it qualifies as a "Blighted Area" pursuant to Chapter 353. An on-site, parcel-by-parcel investigation of the Area was conducted on December 9 through 11, 2019 by senior PGAV staff, assisted by City of Sedalia code enforcement staff. PGAV relied upon its professional expertise and extensive experience in conducting such investigations. This was supported by the City staff's knowledge of history, development, and property conditions within the MRA. This Development Plan completed April 12, 2020 concluded that the Area meets the qualifications for a Blighted Area. This Development Plan has been reviewed and approved by the Corporation and is the basis for the Corporation's (acting as the Developer) submission of this Development Plan.

This Development Plan has several objectives that are intended to achieve a principal goal for the MRA. The City's and the Corporation's principal goals are:

- To arrest the decline of the MRA property conditions over time,
- Provide new housing opportunities for existing and new residents,
- To encourage individual property owners to invest in improvements to their properties,
- Identify and develop appropriate location and concentrations of quality residential infill that fits the area,
- Develop design guidelines to put the right house in the right place with the right complements (architecture, landscaping, open space, etc.),
- Bring about pride in and identification with the community and a specific neighborhood,
- Encourage historic preservation,
- Provide opportunities for renters to become owners,
- Incorporate appropriate commercial development in support of the neighborhood centers,
- Create walkable communities and neighborhoods,
- Coordinate and ensure appropriate public infrastructure to complement the development and provide connectivity,

- Plan and develop improved and efficient traffic patterns,
- Use public spaces to effect an identification with the community and enhance the experience of what that means, and
- To raise the appeal of the residential environment and therefore the property values in the Area.

The objectives intended to achieve these goals include, but are not necessarily limited to, the following:

- The Corporation will create a set of policies and procedures for conducting the process of property acquisition and disposition for consideration of adoption by the City Council. These policies and procedures will guide the Redevelopment Project as described herein in **Section 3**.
- The Corporation will acquire properties necessary to eliminate blight conditions and achieve the Development Plan objectives stated herein. In the event it is necessary to utilize eminent domain, the City will specifically authorize and act in accordance with **Section 5** herein and applicable State law.
- Properties that cannot be rehabilitated will be demolished and the site cleared and prepared for resale.
- Where properties can be rehabilitated, the Corporation will seek developers, local builders, or prospective owner-occupants to perform repairs and other improvements meeting City codes subject to a defined timeline for such work to be completed.
- In some instances (such as proposals from individuals seeking to rehab and occupy the unit), properties may be conveyed at nominal amounts.
- The City will use the Corporation as a vehicle to solicit proposals from other developers to redevelop the properties in the Area in accordance with the vision outlined in the City's Comprehensive Plan.
- The goals and objectives of this Development Plan will be incorporated in the process of preparing a new Comprehensive Plan for the City, the process of which will begin following adoption of this Development Plan.
- Upon adoption of the new Comprehensive Plan by the Sedalia Planning and Zoning Commission, the Corporation may be required to modify and/or amend this Development Plan.

PROVISIONS OF CHAPTER 353

The Missouri General Assembly adopted the Urban Redevelopment Corporations Law, Chapter 353, in 1943. The law is often referred to simply as “Chapter 353”. Chapter 353 allows cities and counties to:

1. Identify and designate redevelopment areas that qualify as “Blighted Areas”.
2. Adopt a development plan that designates an area in need of redevelopment and states the objectives to be attained and the redevelopment project to be undertaken.
3. Approve a redevelopment project for implementation of such development plan; and
4. Utilize the tools set forth in Chapter 353, including tax abatement, to assist in reducing or eliminating those factors and conditions that cause the area to qualify as a “Blighted Area” through the completion of a redevelopment project.

This Development Plan describes the Redevelopment Project for the Area and provides information as required by Chapter 353.

SECTION 2

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REDEVELOPMENT AREA

As noted in Section 1, the Area consists of approximately 1,814 acres, consisting of 4,973 parcels named the Midtown Residential Area (“the Area” or the “MRA”) consisting of a section of the City primarily comprising residential development that surrounds the Downtown core. The boundaries of the MRA are depicted on **Plate 1 – Area Location** and **Plate 2 – Midtown Redevelopment Area Boundary** within the **Appendix**. A legal description of the Area boundaries can be found in the Appendix of the Qualifications Analysis report associated with the designation of the Area by the City Council.

The Qualifications Analysis report that is the basis for the Area’s designation as a Chapter 353 Area contains clear evidence that the Area meets the “blighted area” requirements for designation as a Chapter 353 Area by indicating the preponderance of blighting factors within the Area and identifying that every parcel has at least one qualifying factor. As summarized in the report, the blighting factors based on the 4,973 parcels within the Area are as follows:

- 93% of the buildings are 35 years old or older, with the average building age being 94 years. It should be noted (as indicated in the Qualifications Analysis document) that this information is based on the Assessor’s records and includes 96% of the buildings in the Area which are those for which age information was available.
- 93% of the buildings have improvements that are 35-years old or older and 74% of the sidewalks are classified as deficient. These factors demonstrate obsolescence and inadequate or outmoded design.
- 27% of parcels within the Area were noted as having deteriorated improvements or suffering from deterioration with this factor distributed throughout the Area; and as noted above, 74% of the sidewalks are also in deteriorated condition.
- Based on Pettis County assessment data, the Area as a whole has an assessed value per square foot of land area that is 27% lower than comparable parts of the City outside the Area; therefore, producing less in tax revenues for the City and other taxing districts indicating that the Area represents an economic liability as defined in Chapter 353; and
- The Qualifications Analysis report indicated various conditions related to health hazards and a higher proportion of fire and police calls compared to the rest of the City which indicates that the Area presents a social liability as defined in Chapter 353.

The data shows how the Area meets the Chapter 353 criteria for qualifying as a blighted area. However, as noted in Section 353.020(1) of Chapter 353, designation of an “Area” does not require all buildings and improvements to be blighted if their inclusion in an area is required for effective clearance, replanning, reconstruction, or rehabilitation of the area. Therefore, the data as presented in the Qualifications Analysis report supports a finding that the Area, on the whole, is a “blighted area,” as is defined in Chapter 353. The Area meets the requirements for a blighted area, exhibiting factors including, but not limited to:

- , Age;
- , Obsolescence;
- , Inadequate and Outmoded Design;
- , Physical Deterioration; and,
- , Other economic and environmental conditions that represent social and economic liabilities to the City, the taxing districts, and the various property owners.

The report containing the analysis of these conditions entitled *Qualifications Analysis for Designation of the Midtown Residential Area as a Blighted Area Under the Provisions of Chapter 353*, dated May 7, 2020 conducted by PGAV is cited herein by reference. Copies have been provided to City officials and the Corporation and are provided for review on the City’s website.

SECTION 3

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REDEVELOPMENT PROJECT

PROJECT DESCRIPTION

The Corporation's initial efforts will support the land acquisition associated with the Redevelopment Project. As noted in **Section 1**, this Development Plan has a number of goals and objectives that are intended to arrest the decline of property conditions within the MRA.

- The City will establish a budget for property acquisitions at the beginning of its fiscal year and working in conjunction with the Corporation, identify properties to be strategically acquired. To maximize results from investments, the strategy will be to accumulate and redevelop properties in blocks or close proximity to obtain a synergistic effect. Then leverage the initial investments to encourage more private investment.
- The City may establish a home improvement loan or grant program for improvements to properties in the Area and may use the Corporation to administer such a program and/or be the review agency for any approvals under such program.
- The City may apply for State or Federal funds to carry out Redevelopment Project activities of the Corporation.
- The Corporation will act as a vehicle to solicit proposals from other developers ("Sub-Developer") to redevelop the properties in the Area in accordance with the vision outlined in the City's Comprehensive Plan. Any such Sub-Developer will be required to submit a development plan for the Redevelopment Project proposed which shall comply with the provisions of this Development Plan and/or other requirements as may be established by the City or the Developer.

It is intended that the following Redevelopment Project activities will be the focus of the City's Development Plan. It is expected that individual redevelopment projects will evolve over time as the City works to acquire blighted properties and to encourage redevelopment projects by individual property owners or developers. The types of Redevelopment Project activities to be undertaken include, but are not limited to, those described below.

- Redevelopment and repurposing of historic commercial properties in coordination with other programs in the Area.
- Transition of properties from residential to commercial use, including the conversion of residential properties to commercial use, and the conversion of commercial properties to residential use.

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- Transition certain properties that are currently in residential use to commercial use.
- Target certain areas for commercial development that enhances and complements the neighborhood.
- Coordinate with City to institute neighborhood and/or community improvement districts to work with residents to implement the Development Plan on a sustainable basis.

It should be noted that the general description of projects discussed above are designed to support the goals and objectives for the Area as described in Section 1 of this Development Plan. The nature of the Redevelopment Projects are subject to change as:

- Realistic opportunities are presented,
- Land is available for acquisition,
- The financial resources of the City and the Corporation permit, and
- Developers or potential owner/occupant developers are identified, and their projects approved.

This Development Plan may be amended to reflect any changes in Redevelopment Projects and related actions to be undertaken by the City or the Corporation. The City and/or the Corporation may seek other sources of funding through State or Federal programs or public private partnerships. Either entity may also establish a revolving loan program through local banks using acquired real estate as collateral and repayment upon transfer to a sub-developer or owner/occupant developer.

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PROJECT CONSTRUCTION AND COST

In conjunction with the designation of the Chapter 353, Midtown Residential Development Area by ordinance and designation of the Corporation as “Master Developer” for the Area, the City will create an appropriation of funds for operation and Redevelopment Project activities of the Corporation. The City will work with the Corporation to establish a budget, based on the appropriation, on an annual basis to carry out Redevelopment Project activities as identified for the year. Acquired land may be sold for redevelopment to approved sub-developers or owner/occupants. These funds may be retained in Corporation accounts for additional redevelopment project activities.

In addition to the normal City public processes which outline its budgets, legislation and approval activities that will relate to the Corporation and this Development Plan, the Corporation will provide regular updates during open sessions of City Council meetings regarding its project activities and expenditures. As its activities are conceptualized as set forth in a development agreement that is author-

ized and approved by the City, the Development Plan will be amended to reflect updated costs, tax impact, and the nature of any public incentives. This approval process will be subject to notices to taxing jurisdictions and public hearing prior to adoption.

ACTIONS REQUIRED

Because the Corporation is a City-created Chapter 353 Urban Redevelopment Corporation, its activities will be funded using City revenue sources. Initiation of the implementation of Redevelopment Project components will require annual appropriation of City revenues for specific purposes, including property acquisition, demolition of site improvements, or other activities as provided for in this Development Plan and may also be dependent upon other sources of funding or financing as provided for herein.

The Area is currently zoned largely in the City's residential zoning districts. For implementation of the major Redevelopment Projects outlined above, zoning changes are not anticipated to be necessary. However, as private redevelopment projects are proposed, zoning changes may be required.

FINANCING

The Redevelopment Projects are anticipated to be funded by a combination of sources, including general revenue funds of the City, State or Federal funding sources, or the issuance of note, bonds, certificates of participation or other such financing vehicles. Sources of financing for independent private redevelopment projects will likely include equity, construction debt, and long-term private financing provided by individual developers and/or individual property owners.

DEVELOPER

As previously noted, the Corporation is a City-created entity incorporated in 2020, as the Sedalia Redevelopment Corporation by the City pursuant to Chapter 353. Its role includes that of a reviewing entity for development proposals submitted to the City for projects requesting assistance under the provisions of the Chapter 353 statute as well as property acquisition for redevelopment projects in the Area. It reviews and provides recommendations submitted to the City Council for its review and further action. Alternatively, it may assume the role of "master" developer to assemble land that is necessary to implement projects that are larger in scope, and where one or more private development entities are expected to submit proposals in a larger redevelopment area, as is the case with the Development Plan, as proposed herein.

SECTION 4

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TAX ABATEMENT

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The Corporation will not be engaged in development or redevelopment activities that can utilize property tax abatement, since these activities will involve acquisition of property to be acquired and owned by the City. Therefore, no tax abatement pursuant to the provisions of Chapter 353, Section 353.110 RSMo or Section [REDACTED] of City Ordinance No. [REDACTED] (or any successor ordinance) is requested by the Corporation or any other entity as a result of subsequent approval of this Development Plan by the Sedalia City Council (if such approval occurs). Thus, no tax impact statement as required by Chapter 353, Section 353.110.3 RSMo or Section 11(b) of Ordinance No. [REDACTED] (or any successor ordinance) is provided with this Development Plan.

Property tax abatement may be granted pursuant to a redevelopment agreement between the City and any private development entity. Granting tax abatement will be contingent upon submission of a development proposal and development plan by such entity subject to the statutory and ordinance provisions cited above. Any request for tax abatement will be submitted to the Corporation for review and compliance with Ordinance [REDACTED] and forwarded to the City Council for their review and consideration and approval or denial.

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SECTION 5

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EMINENT DOMAIN AND RELOCATION

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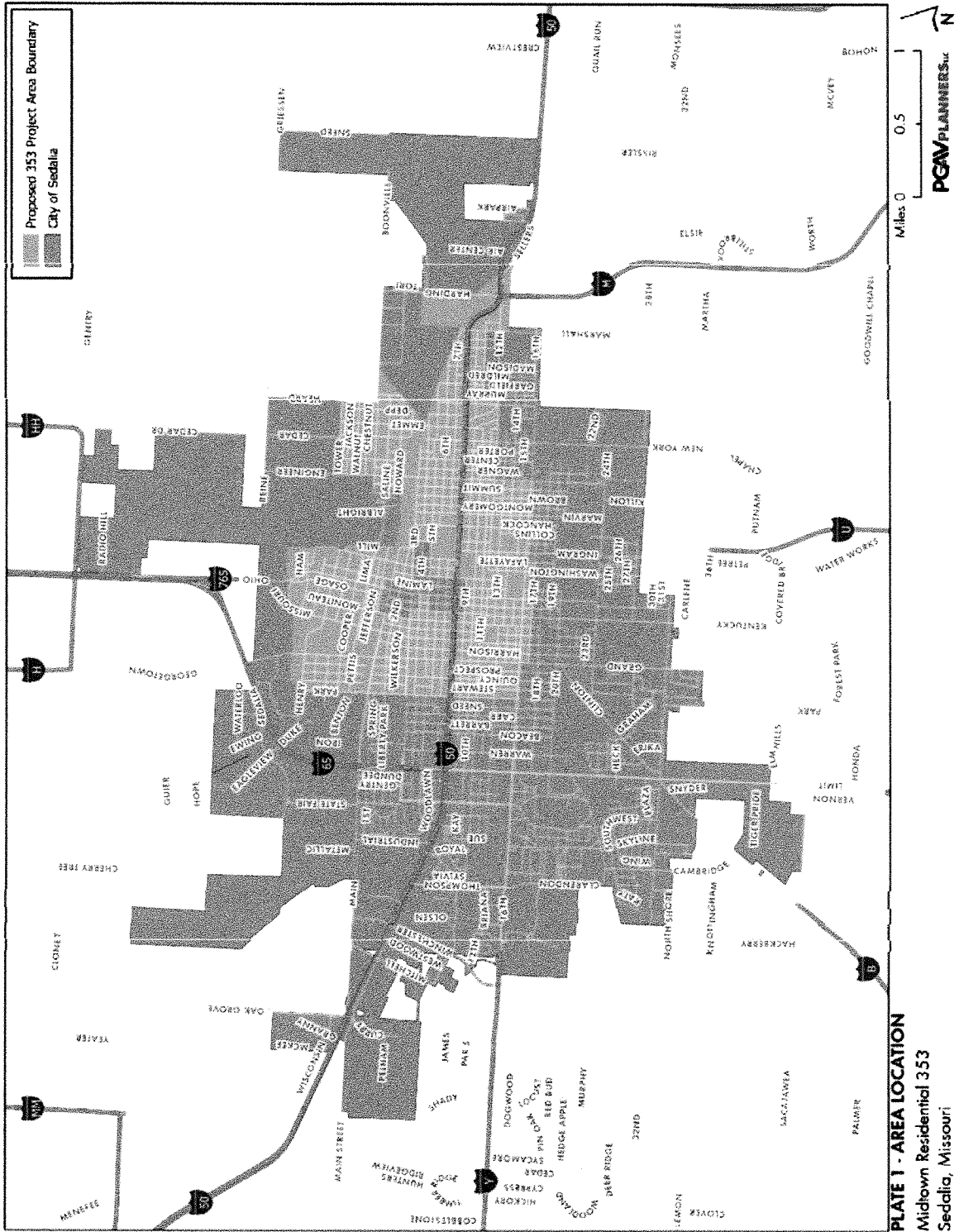
EMINENT DOMAIN

In order to carry out the Redevelopment Project, consisting of the component parts as provided for in this Development Plan, the Corporation may request that the City initiate eminent domain proceedings on its behalf to acquire any property that it is unable to acquire via good faith negotiations. Any eminent domain proceeding will follow established legal standards and those set forth in Chapter 523 RSMo and City policy and procedure as set forth in **Ordinance**. The Corporation and the City may acquire the services of professional real estate brokerage persons or entities and/or special legal counsel to conduct these processes under their supervision.

RELOCATION

In conducting property acquisitions, the Corporation (and the City) will be subject to the provisions of Chapter 523, Sections 523.200 through 523.215 RSMo, which establishes the minimum requirements for relocation assistance of displaced residents and businesses and the City's **Ordinance** that establishes relocation assistance requirements pursuant to Section 523.200-523.215 RSMo. If properties are acquired for a Redevelopment Project component, which involves Federal funding sources, then the acquisition and relocation will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (49 CFR, Part 24). The Corporation and the City may acquire the services of professionals experienced in assisting the Corporation, the City, and affected residents or businesses with relocation processes and needs.

APPENDIX



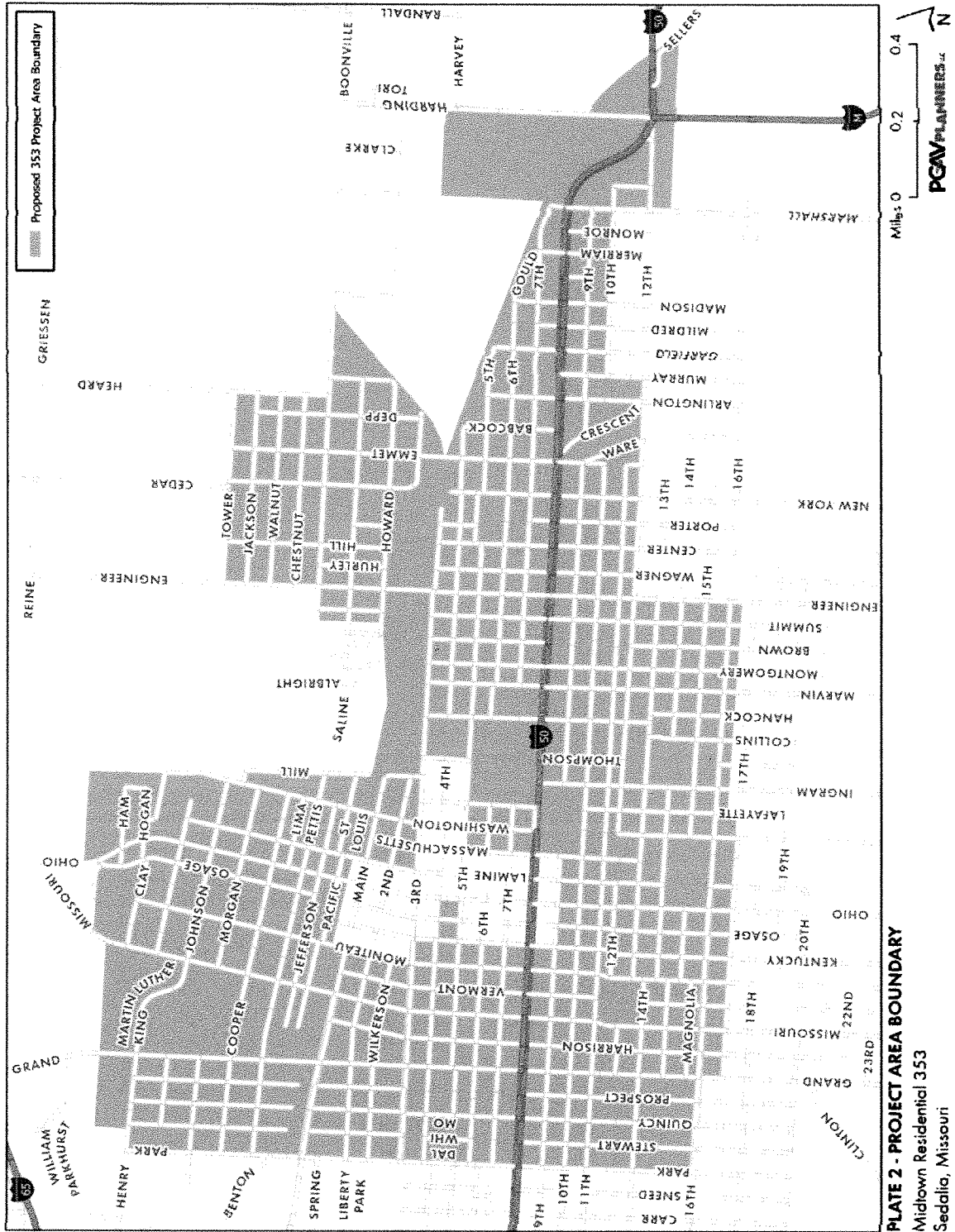


EXHIBIT B

Superseding Addendum

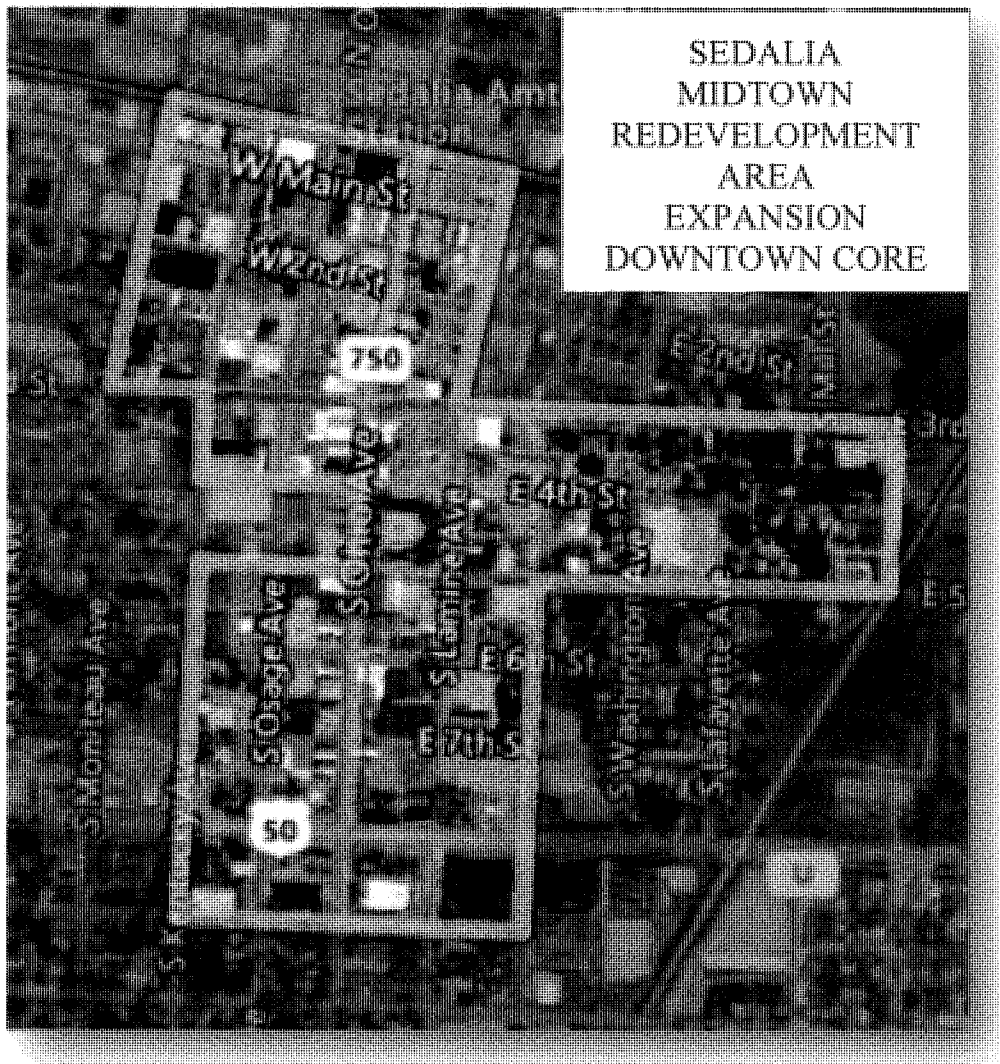
SUPERSEDING ADDENDUM

(2024 Amendment)

The purpose of this amendment is to add the downtown area to the 353 Redevelopment Area, known as the Midtown Residential Area.

This downtown core of the City consists primarily of commercial buildings. There are some residences on second floors of commercial buildings and some residential buildings on the edges of the area. The dominant land use in the plan area is commercial. Some multifamily structures and combined commercial and residential buildings exist. The area consists of 334 properties and approximately 92 acres of land area (including street, alley, railroad and other rights-of-way). The boundaries of the area to be added to the MRA are depicted on Plate 1 below.

Plate 1



Downtown Redevelopment Area Addition

Physical Description

The description of the boundaries of the addition to the Redevelopment Area are as follows:

Beginning at the Northeast corner of West Third Street and South Moniteau Avenue, north on South Moniteau Avenue to the Union Pacific railroad tracks, east along the railroad tracks to South Lamine Avenue, south on South Lamine Avenue to East Third Street, east on East Third Street to South Thompson Avenue, south on South Thompson Avenue to Fifth Street, west on East Fifth Street to South Massachusetts Avenue, south on South Massachusetts Avenue to East Ninth Street, west on Ninth Street to South Kentucky Avenue, north on South Kentucky Avenue to West Fifth Street, east on West Fifth Street to South Ohio Avenue, north on South Ohio Avenue to West Fourth Street, west on West Fourth Street to South Kentucky Avenue, north on South Kentucky Avenue to West Third Street, west on West Third Street to South Moniteau Avenue, the point of origin.

Supporting Documentation

Lauber Municipal Law provided the blight analysis for this amendment. Their findings, which support the amendment of the Urban Redevelopment Plan, are summarized as follows:

Blight Study

The Blight Study, which is the basis for the Area's designation as a Chapter 353 Area, contains clear evidence that the Area meets the "blighted area" requirements for designation as a Chapter 353 Area by indicating the preponderance of blighting factors within the Area and identifying that every parcel has at least one qualifying factor. Further, the Blight Study finds pervasive deterioration in the city's roads, sidewalks, and buildings which do not meet city code. The study shows, using peer reviewed studies, that these features have an adverse impact on the economic value of the city as a whole. The study also finds that these symptoms meet the statutory definition of blight.

Based on the blight analysis conducted by Lauber Municipal Law titled *Study of Blighting Factors within the Sedalia Midtown Commercial Redevelopment District* and cited herein by reference, the City Council has a sufficient factual basis to support a determination that the District is indeed a "blighted area" under Chapter 353 for the following reasons:

1. The District is Characterized by "insanitary or unsafe conditions"
2. The District is Characterized by Deterioration Of Site Improvements
3. The Area is Characterized by the Existence Of Conditions Which Endanger Life Or Property By Fire And Other Causes; and concludes that

"The Blighting Factors Of The Property Constitute An Economic Or Social Liability or a Menace to the Public Health, Safety, or Welfare In Its Present Condition and Use."

This analysis demonstrates that the District exhibits conditions that meet statutory definition of blight. The District is characterized by all three blighting factors listed in the statute (1) "insanitary or unsafe conditions" (2) "deterioration of site improvements" (3) "the existence of conditions which endanger life or property by fire and other causes" and "economic or social liability or a

menace to the public health, safety or welfare”. These factors can be directly linked to clear and proven social harm as well as an increased risk of physical harm by fire or crime. While not every property in the district would meet the definition of ‘blight’ there are enough to characterize the entire area.

Amendment Summary

This amendment avails the amended (added) area with the ability to utilize the tools outlined in the original Urban Redevelopment Plan to remedy the blight and spur further reinvestment in the downtown area.

There is clear evidence supporting a determination by the City Council that the Redevelopment District constitutes a “blighted area” so that the clearance, re-planning, reconstruction, or rehabilitation of the Redevelopment District is necessary to effectuate the purposes of Chapter 353, as amended. This analysis recommends that the City Council find and determine that the added area is a blighted area and approves the amendment to the Redevelopment Plan.

EXHIBIT C

Blight Study



**Study of Blighting Factors
within the Sedalia Midtown Commercial
Redevelopment District**

Prepared by Lauber Municipal Law, LLC



Study of Blighting Factors within the Sedalia Midtown Commercial Redevelopment District

Executive Summary

The City of Sedalia has committed to improving the housing stock and commercial building locations within the City in order to attract and retain residents and businesses. The City has chosen the Chapter 353 Redevelopment plan as its method to accomplish this goal.

The next step towards implementing this redevelopment plan is for the Board to pass an ordinance finding Blight in the redevelopment area. Because the chapter 353 economic development plan involves tax abatement, state law requires that the project serve a “public purpose.” In this case, and in most cases, that public purpose is the remediation of “blight.” The definition of blight includes any “unsanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes [.]” To assist the Council in making a determination that blight exists in the redevelopment area, the City had a blight study conducted. The report and conclusions have now been made available.

The study finds pervasive deterioration in the city’s roads and sidewalks, buildings which do not meet city code. The study shows, using peer reviewed studies, that these features have an adverse impact on the economic value of the city as a whole. The study also finds that these symptoms meet the statutory definition of blight.

Introduction.

In accordance with Chapter 353, this analysis of factors within the Redevelopment District (the “District”) described in that certain development plan entitled “Sedalia Midtown Commercial Redevelopment Plan” (the “Plan”) has been prepared to assist the Sedalia City Council (the “City Council”) in determining whether the District constitutes a “blighted area,” as that term is used and defined in the Urban Redevelopment Corporations Law, Chapter 353 of the Revised Statutes of Missouri, as amended (“Chapter 353”). This analysis was conducted in September and October of 2023.

Methodology.

We conducted a visual survey of the proposed redevelopment area. We also reviewed information provided by the City of Sedalia and other information that was publicly available. In addition, we compared the findings to peer-reviewed studies indicating the effects of the visually observed defects on the surrounding environment, the area as a whole, and on the City of Sedalia.

Description of Redevelopment District

The District is located in the heart of the City of Sedalia, Missouri, as depicted on **Exhibit A** attached to the Plan and incorporated by reference in this analysis. The redevelopment area is located in an area generally known as the downtown area and the surrounding neighborhood, which is specifically and legally described in the Development Plan.

This area consists of mostly commercial buildings. There are some residences on second floors of commercial buildings and some residential buildings on the edges of the area.

The dominant land use in the plan area is commercial. Some multifamily structures and combined commercial and residential buildings exist.

DEFINITION OF BLIGHT

Chapter 353 requires as a prerequisite to the undertaking of proposed redevelopment activities, including the granting of real property tax abatement, that the City Council make a determination that the District is a “blighted area,” as that term is used and defined in Chapter 353. A “blighted area” is defined by Chapter 353 to have the same definition as § 99.805(1) which reads:

“(1) “Blighted area”, an area which, by reason of **[1]** the predominance of insanitary or unsafe conditions, **[2]** deterioration of site improvements, or **[3]** the existence of conditions which endanger life or property by fire and other causes, **[4]** or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, or welfare in its present condition and use;

(§ 99.805(1) RSMo 2021 (numbering added).

If the property contains one or more of these three conditions and either retards housing accommodations or constitutes an economic liability or constitutes a social liability or is a menace to the public health, safety, or welfare, then the property is a blighted area.

The determination of statutory “blight” need not encompass the entire District. Rather, Chapter 353 expressly provides that “any such area may include buildings and improvements not in themselves blighted, and any real property, whether improved or unimproved, the inclusion of which is deemed necessary for the effective clearance, re-planning, reconstruction, rehabilitation of the area of which such buildings, improvements, or real property form a part.”

Based on the analysis detailed below, the City Council has a sufficient factual basis to support a determination that the District is indeed a “blighted area” under Chapter 353.

DETERMINATION OF BLIGHT

The following factors demonstrate that the District is a “blighted area” as that term is defined and used in Chapter 353 and applicable judicial determinations:

Blight factors present within the District include:

- (1) “insanitary or unsafe conditions”
- (2) “deterioration of site improvements”
- (3) “the existence of conditions which endanger life or property by fire and other causes”



Each is discussed below.

1. The District is Characterized by “insanitary or unsafe conditions”

The Meriam-Webster dictionary defines “insanitary” to mean “unclean enough to endanger health.” Illegal dumping of trash, broken building materials, and deteriorated pavement have been found to constitute “unsafe and insanitary conditions.” (*City of Kan. City v. Chung Hoe Ku*, 282 S.W.3d 23, 31 (Mo. App. 2009).).

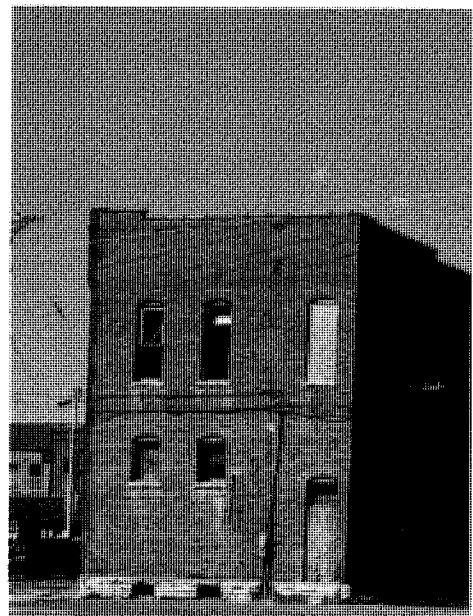
Most of the streets and sidewalks in the area meet the standards of the Americans with Disabilities Act (ADA), however there are notable exceptions. This makes those streets and sidewalks largely inaccessible to persons with disabilities and parents with strollers. This means fewer people on the streets which has been linked to crime and vandalism. (Wilson and Kelling 1982) As such the streets, and especially the sidewalks, constitute an unsafe condition in the area.

Much of the area was built before the bans on asbestos and lead paint. Asbestos was used for a variety of things, including insulation, paint texture, and floor tiles. Lead, which may accumulate in the bloodstream and cause organ damage, was allowed to be used as a paint component until 1978. Unless proven otherwise, any structure built before 1977 is assumed to have these two chemicals, necessitating costly mitigating procedures to isolate them for removal. Visual surveys of the area suggest that most residential and commercial properties fall into this category, constituting an unsafe condition.

2. The District is Characterized by Deterioration Of Site Improvements:

Improvements in the District suffer from significant physical deterioration. Peeling paint, broken windows, and other maintenance issues are clearly visible.

In particular, deteriorating infrastructure is closely associated with crime and vandalism. In their famous work “Broken Windows” Kelling and Wilson



wrote:

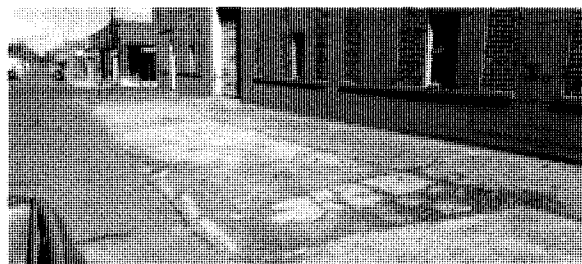
“Social psychologists and police officers tend to agree that if a window in a building is broken and is left unrepaired, all the rest of the windows will soon be broken. This is as true in nice neighborhoods as in rundown ones. Window-breaking does not necessarily occur on a large scale because some areas are inhabited by determined window-breakers whereas others are populated by window-lovers; rather, one unrepaired broken window is a signal that no one cares, and so breaking more windows costs nothing.”
((Wilson and Kelling 1982))



Although sidewalks in the District are generally good, some are in poor shape. Broken sidewalks make the city less accessible, especially for the blind and those who use wheelchairs, canes, or walkers (Shoup, Donald 2010, *Access* vol. 36).



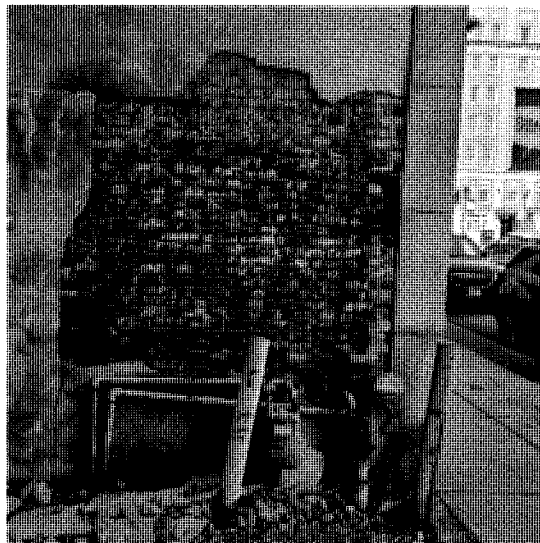
As curb appeal diminishes, a property will be slower to sell and have decreased value (Elam and Stigarll 2012) Therefore these maintenance issues on individual properties create an anchor, weighing down the values of all the properties in the area. As such they are a clear economic liability to the community.



Many of the buildings in the area showed marked deterioration. The most common symptom of deterioration seen was the loss of mortar between bricks creating a potential for collapse.



For example, in the picture below, two of the four main signs of impending structural failure of a brick wall, effervescence (white powdery substance) and deterioration of mortar, can be clearly seen (Barista 2010). Much of the exposed brick seems to be what is sometimes called 'soft brick.' Soft brick is more porous and not designed for exterior use. As a result it is more susceptible to water intrusion and resulting failure.

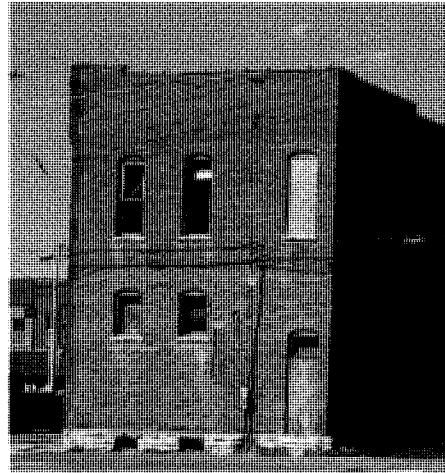


In at least one case, actual collapse has occurred, creating an immediate danger to the public.



3. The Area is Characterized by the Existence Of Conditions Which Endanger Life Or Property By Fire And Other Causes

Eleven vacant properties have been identified within the redevelopment area. However, this reflects only those properties which have been identified as vacant to the City of Sedalia. It is likely based on our survey that the number is much higher.



Abandoned properties have been directly correlated with higher crime and social disruption (Cui and Walsh 2015). Studies have shown that “Abandoned houses are magnets for vandalism, theft, fires, drug trafficking, and more serious crimes, all of which require more and better municipal services.” (Click or tap here to enter text.. That same report points out that abandoned properties require more municipal services while at the same time paying lower municipal taxes. In this case, the property pays no property tax and generates no sales tax. Abandoned buildings and empty storefronts



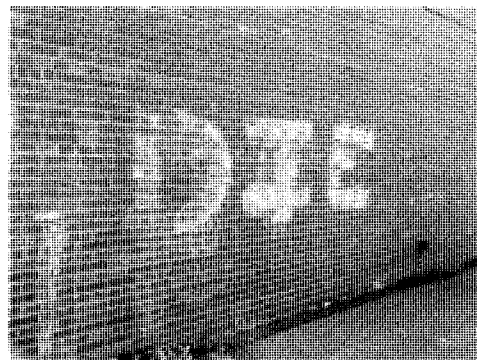
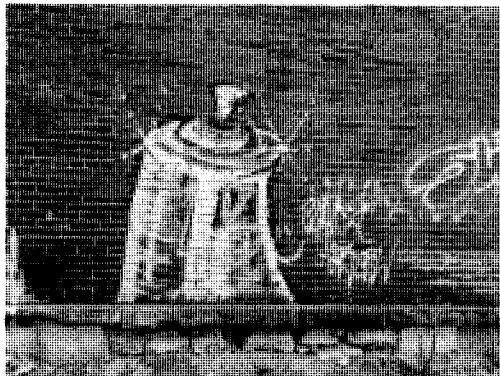
act as an economic drag on the area and increase crime. According to a report issued by H.U.D.,

“Vacant and abandoned properties have negative spillover effects that impact neighboring properties and, when concentrated, entire communities and even cities. Research links foreclosed, vacant, and abandoned properties with reduced property values, increased crime, increased risk to public health and welfare, and increased costs for municipal governments.”
(HUD 2014)



In addition, it has been shown that the longer a property remains abandoned, the more significant the economic impact is on surrounding properties and the further away the negative impacts reach (Han 2014).

Vacant properties are also associated with an increased arson rate, both for them and for surrounding buildings (Schachterle 2012). Thus, abandoned properties, by their very nature, encourage crimes and fires, both on the property and nearby.



Not surprisingly, crime is generally higher in the redevelopment area. Although crime

rates in Sedalia are generally higher than the rest of the nation, in the redevelopment area they are significantly higher than surrounding areas. In 2021, 13% of all crimes committed in the city occurred in the redevelopment area. There were 171 property related crimes (theft, burglary, and property damage) during the calendar years 2020 through 2022. The low population numbers in the area make this number very high. The area also has a high number of crimes typical of a downtown district such as disorderly conduct, drugs, and alcohol violations

A couple of other issues are worth noting. One property appears to be being used for the storage of lead batteries in the open. This is likely a violation of environmental regulations. In several places large pieces of heavy equipment were observed, which had apparently been stored there for a considerable period of time.



4. The Blighting Factors Of The Property Constitute An Economic Or Social Liability or a Menace to the Public Health, Safety, or Welfare In Its Present Condition and Use.

As detailed above, the blighting conditions found on the property are directly linked to health, safety, and welfare concerns. Missouri's Courts have previously found that abandoned properties create a social liability by encouraging loitering, juvenile delinquents, and crime. (*Land Clearance for Redevelopment Auth. v. Inserra*, 284 S.W.3d 641, 647-48 (Mo. App. 2009).). The Han study cited above indicates that the longer a property remains abandoned the greater the impact on the surrounding community (Han 2014). The Lind study indicates that abandoned properties disproportionately burden municipal services (Lind 2015). The HUD study connects vacant properties directly with crime as does the Lind study (HUD 2014).

The HUD study also directly links abandoned properties with decreased property values in the area. A more recent study shows that vacant and blighted properties decrease the value of surrounding properties by between 0.04% and 3.5% depending on the distance between them (Furio and Voith 2016).



CONCLUSION:

This analysis demonstrates that the District exhibits conditions that meet statutory definition of blight. The District is characterized by all three blighting factors listed in the statute (1) “insanitary or unsafe conditions” (2) “deterioration of site improvements” (3) “the existence of conditions which endanger life or property by fire and other causes” These factors can be directly linked to clear and proven social harm as well as an increased risk of physical harm by fire or crime. While not every property in the district would meet the definition of ‘blight’ there are enough to so characterize the entire area.

There is clear evidence supporting a determination by the City Council that the Redevelopment District constitutes a “blighted area” so that the clearance, re-planning, reconstruction, or rehabilitation of the Redevelopment District is necessary to effectuate the purposes of Chapter 353, as amended. This analysis recommends that the City Council so find and determine.

EXHIBIT A



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EXHIBIT D

**Chapter 353 Property Tax Abatement Midtown Residential Area
Program Guidelines**



Let's Cross Paths

CHAPTER 353 PROPERTY TAX ABATEMENT MIDTOWN

RESIDENTIAL AREA

PROGRAM GUIDELINES

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

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

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

Purpose

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

Description of Program

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

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

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

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

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

Eligible Properties

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

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

Minimum Project Improvements Required

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

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

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

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

Eligible Improvements

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

basements.

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

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

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

Ineligible Improvements

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

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

Program Implementation

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

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

rehabilitation.

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

Review/Appeals

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

Periodic Review

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

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

ATTACHMENT A

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

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

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

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

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

ATTACHMENT B SEDALIA MIDTOWN REDEVELOPMENT AREA (MRA)

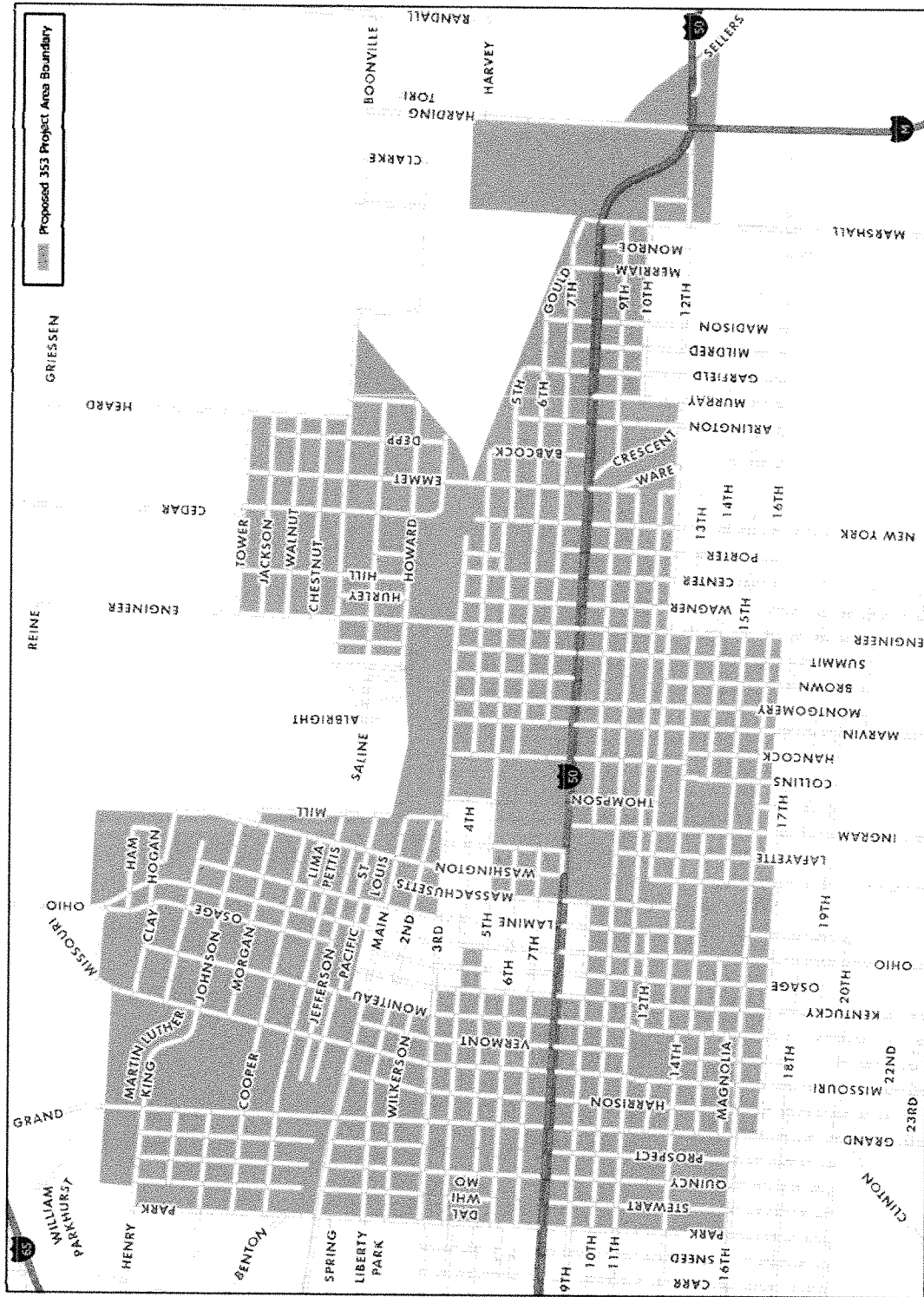


PLATE 2 - PROJECT AREA BOUNDARY
Midtown Residential 353
Sedalia, Missouri



Application for Residential Chapter 353 Tax Abatement

PROPERTY OWNER INFORMATION

Owner(s) Name:
Street Address: City/State/Zip:
Phone No.: Email:
Address of Requested Abatement:

DESCRIPTION OF IMPROVEMENTS

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

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

PROJECT DESCRIPTION

Description of Project Timeline:

Estimated Start of Construction Date: Estimated Date of Completion:

REQUIRED ATTACHMENTS:

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

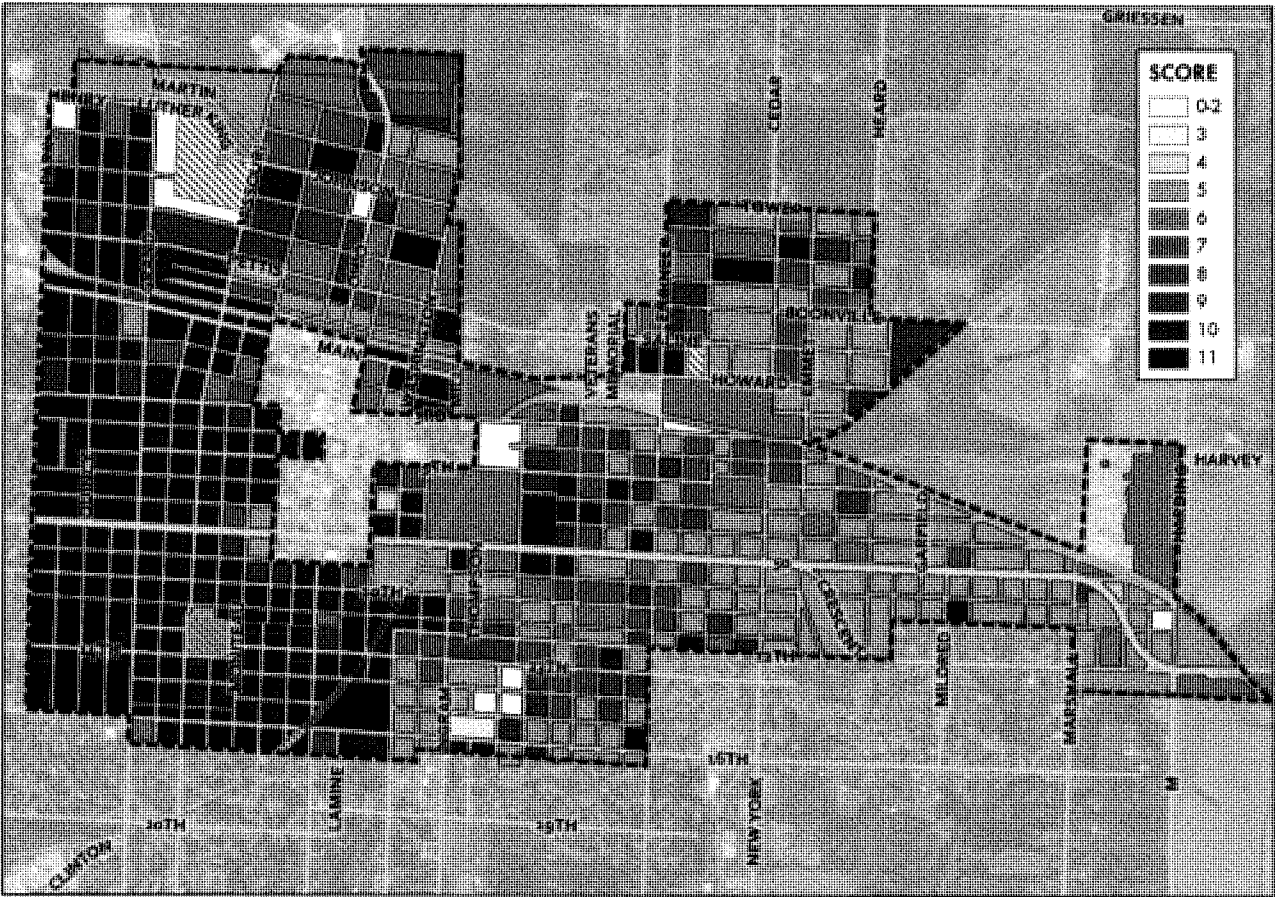
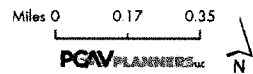


EXHIBIT D - INFILL DEVELOPMENT STRATEGY - MEDIAN SCORE

Midtown Residential 353
Sedalia, Missouri

Midtown 353 Boundary Park



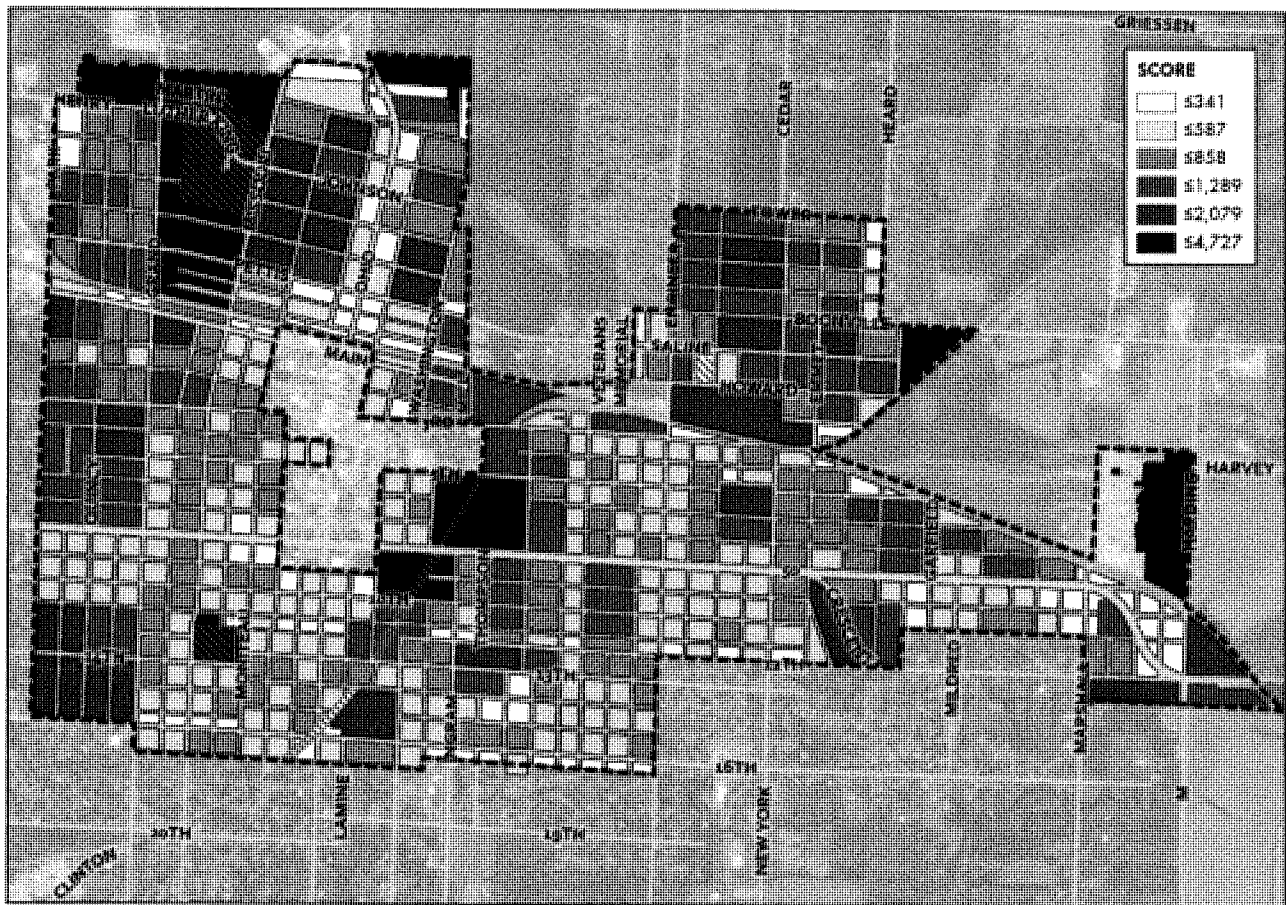



EXHIBIT E - BLOCK REDEVELOPMENT STRATEGY - SUM SCORE

Midtown Residential 353
Sedalia, Missouri

 Midtown 353 Boundary  Park

Miles 0 0.17 0.35

PGAV PLANNERS 

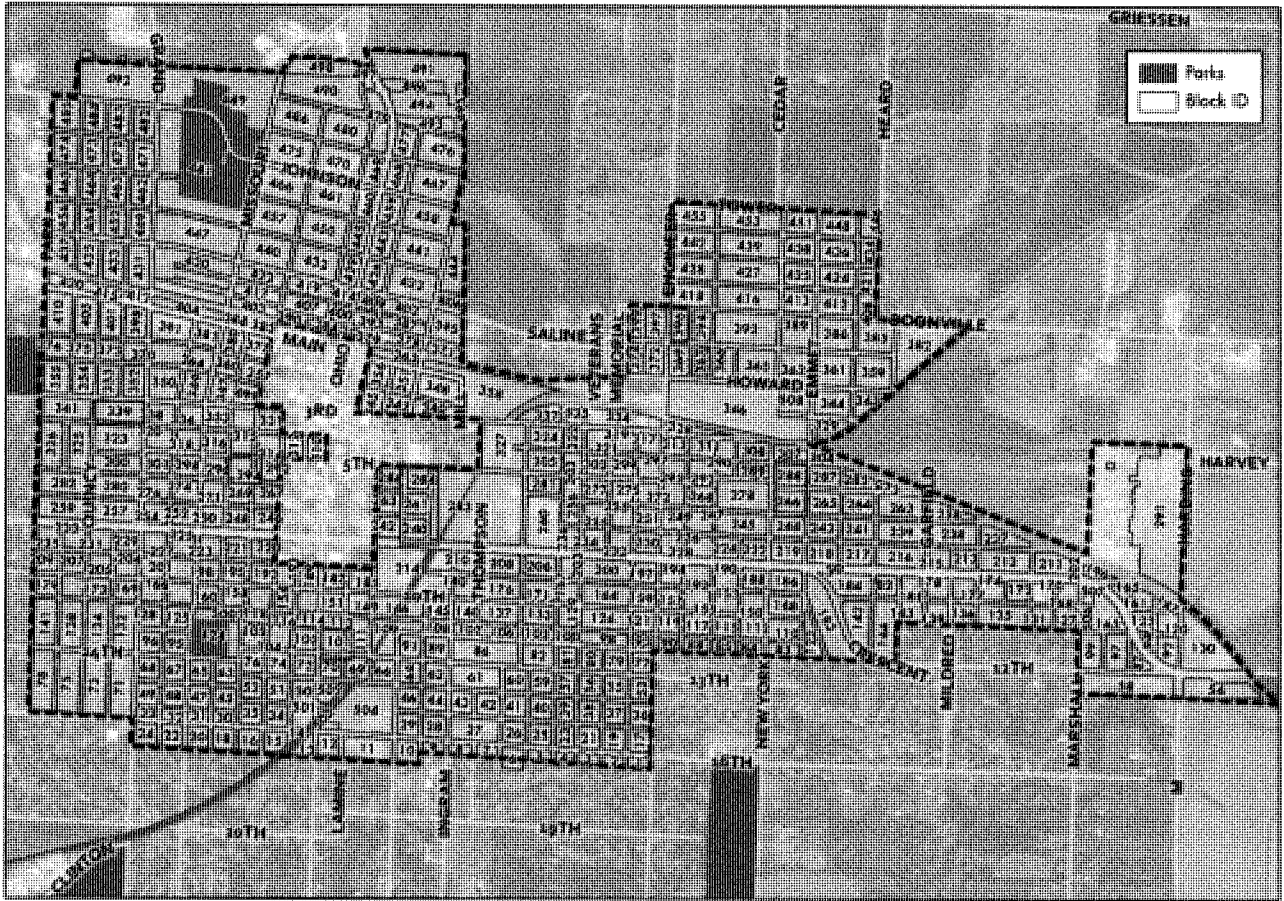



EXHIBIT A - DEVELOPMENT STRATEGY FOR THE MIDTOWN RESIDENTIAL 353 AREA

Midtown Residential 353
Sedalia, Missouri

 Midtown 353 Boundary

Miles 0 0.17 0.35

PG&V PLANNERS  PLANNERS 

Block	Infill Scores			Block Redevelopment Scores			Streets	From	To	Address	Street	Owner	Owner Occupied	Vacant Lot	Assessed FMV	Gross Living Sq. Ft.	Year Built	
	Range	Sum	Median	Range	Sum	Median												
339	8	1,352	11	10	1,352	12	3rd - 4th	Grand	Quincy	302	Grand	Hartridge Properties LLC	N		83,040	2,678	1900	
										308	Grand	Comer Land Trust	Y		55,840	1,890	1880	
										805	3rd	Hartridge Properties LLC	N		41,330	988	1967	
										815	3rd	Harris, Billy & Sherry	Y		53,410	1,714	1910	
										817	3rd	Guillermínade De Carlose, Abel Cpascoal	Y		26,390	1,878	1900	
										819	3rd	Simmons Property Investments LLC	N		25,570	1,029	1915	
										821	3rd	Clark, Walter Wayne & Frances Louise Tr	N		12,960	1,310	1920	
										901	3rd	Cervantes, Jose A	N		79,750	2,726	1900	Stripped
										909	3rd	Cardenas, Leticia	N		19,590	1,350	1890	
										915	3rd	City of Sedalia	N	Y				City Owned
										917	3rd	Hunter, Donie & Terri	N		67,340	3,080	1920	
										923	3rd	Busing, Bobby & Lucy	N		34,920	2,240	1915	
										800	4th	Hartford, Brian / Annette Sutherland	Y		64,170	1,892	1915	
										804	4th	Ball, Jessica Marie	N		34,970	1,775	1900	
										812	4th	Mares, Luis Enrique & Maria R Bermudez Mares	Y		33,900	1,309	1900	
										814	4th	Williams, Derek & Bethany	Y		43,870	1,994	1900	
										820	4th	Burton, Jeremiah & Rachel A	Y		91,150	1,280	2003	
										822	4th	Lemus, Miguel & Maricela Rodriguez	N		109,080	1,008	1993	
										900	4th	Rugen, Deborah	Y		26,290	672	1950	
										906	4th	McMullin, Jane	N		29,060	1,226	1900	
										912	4th	Baker, Jeffrey & Brooks Baker	Y		37,610	1,678	1880	
										920	4th	Koehn, Justin & Mindy	N		44,770	912	1880	
288	9	628	7	12	728		9 4th - 5th	New York	Emmet	401	New York	Ball, Jessica	N		22,260	696	1880	
										409	New York	Ball, Jessica	N		14,820	1,051	1909	
										411	New York	City of Sedalia	N	Y				City Owned
										413	New York	Genesis Home Solutions	N		20,520	880	1917	
										423	New York	W A Crabtree First LLC	N	Y	4,000			
										1615	5th	Moore, Michael	N	Y	2,070			
										1619	5th	City of Sedalia	N	Y				City Owned
										1625	5th	Steck, Christopher Nicholas & Haley	Y		119,310	970	2010	
										1631	5th	Haley, Penkia	N	Y	2,070			
										1610	4th	Caldwell, Dustin	Y		15,830	973	1905	
										1612	4th	Jobe, Travis	N		10,570	938	1904	
										1614	5th	City of Sedalia	N	Y				City Owned
										1616	4th	Crabtree, Martin Lee	N		57,590	1,020	1986	
										1624	4th	Rogers, Kathleen M	Y		41,160	784	1950	
266	8	351	5	14	350		9 5th - 6th	New York	Emmet	503	New York	Winchell, Marie & Robert	Y		34,750	854	1890	
										1618	5th	Winchell, Marie & Robert	Y	Y	4,320			
										1620	5th	City of Sedalia	N	Y				City Owned
										1624	5th	Blahe, Charles	N		14,010	910	1890	
										1634	5th	Phillips, Arlene	N		21,460	918	1900	
										1601	6th	Tarasov, Fedor & Anastasia	N		65,080	852	1952	
										1609	6th	Ritzo, Gaylon	Y		35,350	1,134	1905	
										1613	6th	Loveland Commercial Rentals	N		36,120	980	1910	
										1617	6th	B & K Three LLC	N		38,210	1,052	1900	
										1621	6th	Richland Properties LLC	N		28,890	952	1910	
										1625	6th	Wright, Randy	Y		62,390	962	1953	

Block	Infill Scores			Block Redevelopment Scores			Streets	From	To	Address	Street	Owner	Owner Occupied	Vacant Lot	Assessed FMV	Gross Living Sq. Ft.	Year Built		
	Range	Sum	Median	Range	Sum	Median													
294	9	480	10	11	555	12	5th - 6th	Moniteau	Vermont	403	5th	City of Sedalia	Y	Y					City Owned
										405	5th	Didier, Tony M & E Elaine	Y		72,170	2,172	1885		
										409	5th	Melville Enterprises LLC	N		32,190	1,264	1915		
										411	5th	Haynes, Burnard L & Latrese Brown	Y		64,320	2,380	1925		
										417	5th	Melville Enterprises LLC	N		33,130	956	1925		
										421	5th	Rothganger, Jerry K & Caleb Rothganger	Y		47,170	960	1925		
										400	6th	W A Crabtree Second LLC	N		77,680	2,642	1900		
										404	6th	Home Quality Rentals	N		26,620	1,188	1925		
										408	6th	Trump, Leon & Cynthia L	N		33,260	766	1925		
										412	6th	Turner, Chelsea J	Y		49,880	1,693	1920		
										420	6th	Rebato, Julio /Edwardo	Y		35,520	924	1920		
										422	6th	Booth, Britt & Eva M	N		75,480	1,768	1900		
396	8	616	9	13	624	12	Saline - Boonville	Engineer	Hurley	400	Engineer	Dougan, Justin C	N		21,170	1,078	1890		
										410	Engineer	Poindexter, Preston J	N		8,680	756	1920		
										414	Engineer	Richland Properties LLC	N		25,560	876	1920		
										416	Engineer	Argenbright, Donna	Y		39,960	1,246	1915		
										420	Engineer	Hundley, Larry Dale	N		18,370	886	1915		
										422	Engineer	La Favor, Donna J	Y	Y	990				
										424	Engineer	La Favor, Donna J	Y		18,360	806	1920		
										120	Boonville	Escobar, Janet C	Y		31,280	1,092	1880		
										415	Hurley	Smith, Brandon O	Y		12,950	1,008	1895		
										413	Hurley	Klein, Timmothy W	Y		19,890	924	1910		
										411	Hurley	Klein, Timmothy W	N		14,200	714	1900		
										409	Hurley	Baskins, Montana R	Y		28,290	756	1900		
										407	Hurley	City of Sedalia	N	Y					City Owned
										405	Hurley	City of Sedalia	N	Y					City Owned
										403	Hurley	Acosta, Gabriel & Norma	Y		36,820	1,697	1906		
101	10	393	9	10	474	9	12th -13th	Lamine	Ohio	1202	Lamine	Fox, Owen A & Vera M Trust	N		79,600	2,134	1900	3	Family Conversion
										1204	Lamine	Home Quality Rentals LLC	N		25,680	979	1900		
										1208	Lamine	City of Sedalia	N	Y					City Owned
										1212	Lamine	Johnson, Darrell	N	Y	3,910				
										1216	Lamine	Castillo, Lidia & Magno	N		20,240	1,224	1900		
										1220	Lamine	City of Sedalia	N	Y					City Owned
										1221	Ohio	Booth, Britt & Eva	N		65,600	3,258	1910	4	Family Conversion
										1217	Ohio	Wahl, Billy Gene	Y		74,670	1,865	1920		
										1215	Ohio	City of Sedalia	N	Y					City Owned
										1211	Ohio	De Bates, Barbara S	Y		45,700	1,284	1910		
										1207	Ohio	Vygzov, Nikolay & Lyubov M	Y		59,560	1,208	1915		
										1201	Ohio	Lutjen, Judy A	Y		50,430	1,575	1920		

Block	Infill Scores			Block Redevelopment Scores			Streets	From	To	Address	Street	Owner	Owner Occupied	Vacant Lot	Assessed FMV	Gross Living Sq. Ft.	Year Built	
	Range	Sum	Median	Range	Sum	Median												
240	9	421	10	9	387	13	Lafayette	Broadway	7th	711	Lafayette	Booth, Britt	N		40,050	916	1925	Oversized Lot
										707	Lafayette	City of Sedalia	N	Y				City Owned
										701	Lafayette	Booth, Britt	N		47,180	2,382	1890	2 family conversion
261	9	527	10	9	550	12	Lafayette	7th	6th	625	Lafayette	Hartley, Donald	Y		15,970	1,144	1900	
										623	Lafayette	Mendez, Einar V & Yelmi Y	N		37,180	1,184	1900	
										617	Lafayette	Urton, John R & Marsha L	Y		20,030	1,186	1870	
										615	Lafayette	Stevens, George & Sherry	Y		26,370	1,029	1900	
										609	Lafayette	Scott, Michael	Y		36,350	1,024	1875	
										605	Lafayette	Sales, Tommy J & Kathleen	Y		18,200	724	1915	
										601	Lafayette	Sales, Tommy J & Kathleen	Y	Y	1,580			Neighboring Lot
284	7	362	7	9	563	11	Lafayette	6th	5th	525	Lafayette	Butsch, Gerald A & Mary Ann	N		47,510	1,104	1900	
										521	Lafayette	Quintero, Maria Del Rosario	N		22,210	1,524	1875	
										519	Lafayette	Spawitz, James O & Hazel M	N		17,500	1,468	1895	
										517	Lafayette	Citizens Against Spouse Abuse	N					Tax Exempt Org
										500	5th	Dollar, Ronald J & Georgetta	Y		32,370	2,037	1900	2 family conversion????
508	5th	Jones, Israel	Y		63,040	1,645	1922											
283 Part of	11	4,682	6	12	3,233	3	5th	Lafayette	Katy Trail	512	5th	Gonzalez, Alfredo	Y	Y	2,710			Neighboring Lot
										520	5th	Gonzalez, Alfredo	Y		40,790	1,370	1900	
										524	5th	Gonzalez, Alfredo	Y	Y	1,550			Neighboring Lot
										530	5th	Clark, Matt W & Tara G	N		70,960			Retail Store
<p>Target Purchase</p> <p>Recent Investment By Owners - Could Be OK</p>																		

STAFF REPORT

DATE: December 30, 2024

TO: City Council

FROM: City Staff and Consultants (Lauber Municipal Law)

RE: Amendment to Sedalia Redevelopment Corporation's Urban Redevelopment Plan Under Chapter 353 Midtown Residential Area

Project Name: Chapter 353 Midtown Residential Area

General Location: Approximately 92 acres consisting of 334 parcels located in the central downtown area described below:

Beginning at the Northeast corner of West Third Street and South Moniteau Avenue, north on South Moniteau Avenue to the Union Pacific railroad tracks, east along the railroad tracks to South Lamine Avenue, south on South Lamine Avenue to East Third Street, east on East Third Street to South Thompson Avenue, south on South Thompson Avenue to Fifth Street, west on East Fifth Street to South Massachusetts Avenue, south on South Massachusetts Avenue to East Ninth Street, west on Ninth Street to South Kentucky Avenue, north on South Kentucky Avenue to West Fifth Street, east on West Fifth Street to South Ohio Avenue, north on South Ohio Avenue to West Fourth Street, west on West Fourth Street to south Kentucky Avenue, north on South Kentucky Avenue to West Third Street, west on West Third Street to South Moniteau Avenue, the point of origin.

BRIEF OVERVIEW

The purpose of this amendment is to add the downtown area, consisting of 92 acres and 334 parcels, to the 353 Redevelopment Area, known as the Midtown Residential Area. Adding this area will give the Sedalia Redevelopment Corporation the ability to utilize the tools outlined in the original Urban Redevelopment Plan to remedy the blight and spur further reinvestment in the downtown area.

BACKGROUND

On May 8, 2020, the City Council approved the creation of the Sedalia Redevelopment Corporation, an urban redevelopment corporation organized under and pursuant to Chapter 353, RSMo, the Urban Redevelopment Corporations Law and amendments thereto, and Sedalia Redevelopment Corporation's Development Plan for the Midtown

Residential Area with an area of 1,814 acres and consisting of 4,973 parcels. The Development Plan allows the Corporation to act as the “master developer” initially for the purpose of providing public funding to carry out the Development Plan.

SUMMARY OF AMENDMENT

The proposed amendment to the Sedalia Redevelopment Corporation’s Urban Redevelopment Plan Under Chapter 353 Midtown Residential Area adds 92 acres and 334 parcels to the Redevelopment Area for a total of 1,906 acres and 5,307 parcels to the Redevelopment Plan.

STAFF RECOMMENDATION

Staff recommends the Council to find that the additional area is blighted Pursuant to Chapter 353 and for Council to approve the proposed amendment to the Sedalia Redevelopment Corporation’s Urban Redevelopment Plan Under Chapter 353 Midtown Residential Area

Therefore, Staff recommends that City Council pass, by motion and vote, the Ordinance approving the finding that the additional area is a “blighted area” Pursuant to Chapter 353 and approve add the additional area to the Sedalia Redevelopment Corporation’s Urban Redevelopment Plan.

ATTACHMENTS

1. Sedalia Redevelopment Corporation’s Development Plan, dated May 7, 2020
2. Blight Study
3. Superseding Addendum
4. Chapter 353 Property Tax Abatement Midtown Residential Area Program Guidelines

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SEDALIA, MISSOURI, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF THE CITY A PROPOSITION TO IMPOSE A GENERAL SALES TAX WITHIN THE CITY.

WHEREAS, pursuant to §94.510, RSMo, the City of Sedalia, Missouri (“City”) is authorized to impose a general sales tax if approved by the qualified voters of the City; and

WHEREAS, the State has authorized a maximum combined general sales tax rate of up to 2% under §94.510.2 RSMo., of which the City has a current approved rate of 1%; and

WHEREAS, the City desires to submit to the qualified voters of the City a proposition to impose an additional tax of 1/8% while remaining at or below the maximum combined rate for general sales taxes.

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

SECTION 1: There is imposed, subject to approval by a majority of the votes cast by the qualified voters of the City a general sales tax as authorized by § 94.510 RSMo at the rate of one-eighth of one percent (0.125%) on all retail sales made within the City which are subject to taxation pursuant to section 144.010 to 144.525, RSMo. Such Sales Tax shall not be effective unless approved by a majority of the votes cast by the qualified voters voting thereon at an election to be held on Tuesday, April 8, 2025.

SECTION 2: The City Council approves the submission to the qualified voters of the City the following ballot proposition:

Shall the municipality of Sedalia, Missouri, impose a City sales tax of one-eighth of one percent (0.125%) for the purpose of funding roads, bridges, sidewalks, and other infrastructure for a period of five (5) years after the effective date of such tax?”

YES **NO**

If you are in favor of the question, place an "X" in the box opposite "YES". If you are opposed to the question, place an "X" in the box opposite "NO".

SECTION 3: The County Clerk of Pettis County, Missouri, shall provide the ballot and ballot labels, conduct the election, and cause the results thereof to be certified to the City Council as provided by law.

SECTION 4: The City Clerk shall notify the County Clerk of Pettis County, Missouri, of the adoption of this Ordinance no later than 5:00 P.M. on January 28, 2025, and of the call for a general municipal election to be held on April 8, 2025. Such notice should include all of the terms and provisions required by Chapter 115, RSMo, as amended, including a certified copy of the legal notice of election. This election shall be held and conducted and the result thereof shall be canvassed in all respects in conformity with the Constitution and laws of the State of Missouri, and in accordance with appropriate ordinances adopted by the City City Council of the City of Sedalia, Missouri.

SECTION 5: Form of Notice of Election. The Notice of Election and ballot to be used at this election shall be in substantially the same form as attached hereto as **Exhibit A**.

SECTION 6: The City Clerk is authorized to correct any scrivener's errors discovered herein.

SECTION 7: The provisions of this Ordinance are severable. If any Section, Subsection, sentence, or provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other Sections, Subsections, sentences, provisions, or applications of this Ordinance that can be given effect without the invalid Section, Subsection, sentence, provision or application.

SECTION 8: This Ordinance shall be in full force and effect from and after its passage.

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 21st day of January, 2025.

Presiding Officer of the Council

Approved by the Mayor of said City this 21st day of January, 2025.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

Exhibit A

NOTICE OF ELECTION IN THE CITY OF SEDALIA, MISSOURI

Notice is hereby given to the qualified voters of the City of Sedalia, Missouri, that the City City Council of said City has called an election to be held in the City on Tuesday, April 8, 2025, commencing at six o'clock A.M. and closing at seven o'clock P.M., local time, on the question contained in the following sample ballot:

**OFFICIAL BALLOT
ELECTION
CITY OF SEDALIA, MISSOURI**

Tuesday, April 8, 2025

QUESTION

Shall the municipality of Sedalia, Missouri, impose a City sales tax of one-eighth of one percent (0.125%) for the purpose of funding roads, bridges, sidewalks, and other infrastructure for a period of five (5) years after the effective date of such tax?"

YES **NO**

If you are in favor of the question, place an "X" in the box opposite "YES". If you are opposed to the question, place an "X" in the box opposite "NO".

If a majority of the votes cast on the proposal by the qualified voters voting thereon are in favor of the proposal, then the City of Sedalia, Missouri, shall collect an additional general revenue sales tax of one percent (0.125%) as provided for in §94.510 RSMo.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN AGREEMENT FOR INSURANCE BROKERAGE SERVICES.

WHEREAS, on November 18, 2024, the Council of the City of Sedalia, Missouri awarded a bid for Worker’s Compensation, Property and Liability Insurance and Ancillary programs, brokered by IMA Financial Group dba IMA, LLC for the City; and

WHEREAS, the City of Sedalia, Missouri has received a proposal from IMA Financial Group dba IMA, LLC, to provide said services at various rates as more fully described in the agreement attached and incorporated by reference and incorporated herein.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts the agreement by and between the City of Sedalia, Missouri and IMA Financial Group dba IMA, LLC and accepts the agreement as provided in substantively the same form and content as it has been proposed.

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

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

Section 4. This ordinance shall 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 21st day of January 2025.

Presiding Officer of the Council

Approved by the Mayor of said City this 21st day of January 2025.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk



Let's Cross Paths

City of Sedalia

City Clerk's Office
200 S. Osage
Sedalia, MO 65301

(660) 827-3000 www.cityofsedalia.com

To: Interim City Administrator, Matthew Wirt
From: Jason S. Myers, City Clerk
Date: January 21, 2025
Re: Agreement for Services – IMA, Inc.

On November 18, 2024, City Council approved awarding a bid to IMA Financial Group dba IMA, Inc. to be the City's Broker for Worker's Compensation, Property & Liability Insurance and ancillary programs.

IMA, Inc. has provided an Agreement for Services for over the next 3 years with the option to extend an additional 2 years. They have agreed to fee based compensation versus commission based to allow for transparency and more of a partnership approach with the broker. The fee breakdown for the 5 years is as follows:

- **Year 1 – 2025 - \$80,000 with a Quarterly Installment of \$20,000**
- **Year 2 – 2026 - \$80,000 with a Quarterly Installment of \$20,000**
- **Year 3 – 2027 - \$80,000 with a Quarterly Installment of \$20,000**
- **Year 4 – 2028 - \$85,000 with a Quarterly Installment of \$21,250**
- **Year 5 – 2029 - \$85,000 with a Quarterly Installment of \$21,250**

Services shall include, but not limited to: Preparing applications, underwriting, marketing; Insurance placement and delivery of Property & Casualty, including but not limited to General Liability and Automobile insurance services and products; Basic loss control services; and Basic claims management services. Any new policies or insurance products that project and/or policy specific are governed by the agreement, however, IMA, Inc. will receive and retain the project and/or policy specific commission payable by the carrier and the commission will not be offset or applied to the annual fee due under this agreement.

It is my recommendation that the agreement for services provided by IMA, Inc. be approved.

Agreement for Services

This Agreement for services is made and entered into as of the 1st day of January, 2025 by and among City of Sedalia, having offices at Sedalia, Missouri, for itself and its Named Insureds (hereinafter collectively referred to as "Client"), and IMA, Inc. (hereinafter referred to as "IMA"). Named Insureds shall be defined as those entities set forth on policies of insurance covered by this Agreement. IMA acknowledges that Client is a municipality and subject to Missouri's Sunshine Law, Chapter 610 RSMo and therefore some documents in the Client's possession, which would otherwise be confidential, may be subject to disclosure under Missouri law.

Client has requested IMA to perform certain services (the "Services") described in Schedule A attached hereto. IMA desires to render such Services to Client on the terms and conditions set forth below, and IMA and Client agree it would be to their mutual advantage to execute this Agreement and thereby define the terms and conditions which shall control the rendering of Services to Client by IMA. Fees and payment terms for the provided Services are described in Schedule B attached hereto.

Now, therefore, in consideration of the premises and the covenants and agreements herein contained and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Confidentiality. IMA and the Client agree that all such Proprietary Information exchanged during the performance of Services under this Agreement shall remain the sole and separate property of the party providing the same, subject to the terms and conditions set forth herein. Proprietary Information includes, without limitation, all information concerning the identities, needs, expirations, policies, or purchasing habits of the Client, all business systems, financial data, computer data or processes, forms appraisals, loss experience, other similar data and other business records; provided, however, such Proprietary Information shall not include information that is in the public domain or is readily available or accessible to the public.

IMA and the Client agree that all such Proprietary Information shall not be disclosed, communicated or otherwise transferred or made available to unrelated third parties without the prior written consent of the entity whose Proprietary Information is being shared, except for those employees, agents, representatives and permitted assigns with a reasonable need to know such Proprietary Information to facilitate the performance of Services hereunder. Notwithstanding any term or condition herein to the contrary, each party understands and agrees that upon receipt by either party of an order from a court of competent jurisdiction, the restrictions set forth herein shall not prohibit the receiving party of such order from compliance with any such order. The confidentiality provisions set forth herein shall survive the termination of the Agreement.

2. Term and Termination. This Agreement will become effective 12:01 am, 01/01/2025, and terminate 12:01 am, 01/01/2030, or unless canceled by either party upon thirty (30) days prior written notice of said cancellation, except in the case of nonpayment. Upon cancellation or expiration of the term of this Agreement, no further Services will be provided by IMA to Client except those Services deemed necessary in the sole discretion of IMA to complete the existing Services provided to Client by IMA during the term of the Agreement.

3. Assignment. This Agreement may not be assigned by the Client without the prior written consent of IMA and shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. Nothing in the Agreement is intended to nor shall confer upon any person or legal entity other than Client or IMA and their respective permitted successors and assigns, any rights or remedies under or by reason of this Agreement.



4. Compensation Disclosure. IMA Financial Group, Inc. is a national financial services company with numerous affiliates and subsidiaries, including IMA, Inc., Chester Point Programs, LLC, CORnerstone Risk Solutions, LLC, IMA Select, LLC, IMA Acumen, LLC, Towerstone, Inc., Eydent Insurance Services LLC, Wreckmaster, Inc. and IMA Wealth, Inc., (collectively the "IMA Group"). These entities, excluding IMA Acumen, LLC and Wreckmaster, Inc., are insurance producers licensed in accordance with respective state requirements. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers.

The producer may have access to more than one insurance company to place the purchaser's coverage. The producer may have authority to obligate the insurance company on the purchaser's behalf and as a result may be required to act within the scope of contractual agreements with the insurer.

Compensation will be paid to the producer by the insurer or other third parties. Compensation may vary depending on a number of factors, including the insurer and the insurance contract the purchaser selects, the volume of business the producer places with the insurer, and the profitability of that business. In addition to the compensation received by the IMA Group, other parties, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, underwriting managers and similar parties (some of which may be owned in whole or in part by the IMA Group), may earn and retain usual and customary commissions or other compensations for providing insurance products to a Client under separate contracts with insurers or reinsurers. Such payments will not be considered as compensation to IMA and will not offset any compensation payable to IMA. In addition, there may be referral compensation shared within the IMA Group. Further, the IMA Group may receive contingent or incentive payments or allowances from insurers or finance companies based on the size or performance of an overall book of business produced with them by the IMA Group. Additionally, expense reimbursements for travel or technology enhancements, salary offsets or de minimus gifts may be provided. The IMA Group may also receive interest on premium being held prior to disbursement.

Upon written request, the IMA Group will provide to Client additional details and information about any and all compensation arrangements for insurance placed and/or quoted on behalf of the Client.

5. Business Responsibility. All Services hereunder shall be provided by IMA to Client in accordance with applicable industry standards and applicable laws and regulations. In turn, Client acknowledges that IMA has made no representation, warranty, or guaranty concerning either the performance of, or the results to be obtained from, the Services provided hereunder. Additionally, IMA has made no representation, warranty, or guaranty concerning the financial condition of any insurance carrier providing coverage to Client. The Client remains solely responsible for reporting and communicating changes in exposures, loss-related data, ownership and other material changes in writing to IMA; further, the Client remains solely responsible for the conduct and governance of its business operations. Client further agrees that any fines or penalties assessed against Client under any local, state, or federal occupational safety and health law, the Americans with Disabilities Act, any local, state, or federal order, rule or statute pertaining to the protection of the environment, or any other local, state, or federal laws, statutes, orders, or regulations shall be the Client's sole responsibility, and that IMA shall have no responsibility or liability for any portion of any such fines or penalties.



6. Final Agreement and Jurisdiction. This Agreement represents the entire understanding and agreement of the parties hereto with respect to the subject matter hereof, supersedes all prior negotiations between such parties, and cannot be amended, supplemented, or modified except by an agreement in writing signed by the party or parties against whom enforcement is sought and making specific reference to this Agreement. In the event any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions of the Agreement and any other application thereof shall not in any way be affected or impaired thereby. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri applicable to contracts made in that state.

7. Execution by Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be one and the same instrument.

8. Notice. Any notice by either party to the other party shall be deemed served effective (i) upon delivery, if personally delivered, (ii) upon delivery to Federal Express or other similar courier service, marked for next day delivery, addressed as set forth below, (iii) upon receipt if sent by registered or certified mail, return receipt requested, addressed as set forth below. The notice addresses of the parties are:

If to Client: City of Sedalia
200 S Osage Ave
Sedalia, MO 65301

If to IMA: IMA, Inc.
11350 Switzer Road Suite 200
Overland Park, KS 66210

The customary registered/certified receipt or Federal Express or other courier receipt shall be evidence of such notice. Either party hereto may change the name and address of the designee to whom their notice shall be sent by giving written notice of such change to the other party hereto in the manner above provided, at least ten (10) days prior to the effective date of such notice.

9. Engagement Confirmation. The parties agree that the Services provided herein contemplate services in addition to placement activity. No insurance product sale is required under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

"IMA"

"Client"

IMA, Inc.

City of Sedalia

By: _____

By: _____

Printed Name & Title: _____

Printed Name & Title: _____

Date: _____

Date: _____



Schedule A – Description of Services – Risk Management

For the purposes of this Agreement, Services shall be defined as set forth below, provided, however, the delivery of all such Services is conditioned upon payment of all invoices, fees and premium associated therewith or due hereunder. For the purposes of this Agreement, the risk management Services provided shall include the following insurance policy (ies) and coverages:

All policies except as mentioned below

In some instances, risk placements made by IMA on behalf of the Client may require the payment of state surplus lines or other premium taxes, Federal excise taxes, and/or fees in addition to the premium itself. IMA will make every effort to identify any such tax and/or fee in advance, but in all instances the payment of these taxes and/or fees will remain the sole responsibility and liability of Client.

The Client will have the responsibility to report and communicate changes in exposures, loss-related data, ownership and other material changes in writing to IMA who shall communicate such information to the Clients' insurance carrier(s).

For the purposes of this Agreement, Services shall be defined as including, but not limited to:

- 1) Preparing applications, underwriting, marketing
- 2) Insurance placement and delivery of Property and Casualty, including but not limited to: General Liability and Automobile insurance services and products for client
- 3) Basic loss control services
- 4) Basic claims management services

The following are insurance products that are project and/or policy specific. The Services related to providing, maintaining and servicing such project and/or policy specific products are governed by this Agreement, however IMA will receive and retain the project and/or policy specific commission payable by the carrier and such commission will not be offset or applied to the annual fee due under this Agreement:

- 1) Any new policies

Other services which are not listed above may be considered outside our scope of services and additional fees may apply. In the case that a service is outside the scope of services (i.e., excessive travel, meetings, etc.) IMA will notify the client and negotiate additional fees prior to providing services.



Schedule B – Compensation for Services

1. Client shall pay to IMA as compensation for the Services provided by IMA to Client for the period described above the sum of \$80,000 for Year 1, \$80,000 for Year 2, \$80,000 for Year 3, \$85,000 for Year 4, and \$85,000 for Year 5. Each annual fee shall be due and payable quarterly, commencing 01/01/2025.

Year	Amount	Quarterly Installment Schedule
2025	\$80,000	\$20,000 due 1/1, 4/1, 7/1, 10/1
2026	\$80,000	\$20,000 due 1/1, 4/1, 7/1, 10/1
2027	\$80,000	\$20,000 due 1/1, 4/1, 7/1, 10/1
2028	\$85,000	\$21,250 due 1/1, 4/1, 7/1, 10/1
2029	\$85,000	\$21,250 due 1/1, 4/1, 7/1, 10/1

Said fee is deemed fully earned upon execution of this Agreement and Client agrees that such fee is for fees in lieu of commissions for the services described in Schedule A. Client further acknowledges and agrees that because such fee is in lieu of any commission Client will be paying a premium amount on the Schedule A insurance policies on a net of commission basis that takes into account that the insurance carrier is not paying a commission to IMA.

All efforts will be made to negotiate placements for the Schedule A insurance policies on a net of commission basis. If IMA is unable to negotiate placements on a net of commission basis, IMA will notify the Client and apply the amount of commission to the fee due hereunder to be set forth on the invoice statement.

2. Payment of all invoices submitted to the Client will be made pursuant to the invoice due date. In the event Client does not remit timely payment, IMA reserves the right to terminate this Agreement. Upon such termination, all further obligations of IMA are terminated automatically, and this Agreement is void and has no further force or effect.
3. It is understood that other benefit management or insurance services may be undertaken by IMA from time to time by mutual agreement of the parties. The parties agree to amend this Agreement as necessary to describe the additional services and compensation payable to IMA for such services.



Compliance with State Immigration Statutes. As a condition for the award of this Agreement, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Work. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Work. Such affidavits shall be in substantially the form provided in **Exhibit C**. The Contractor shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year. All words in this paragraph shall have the definitions as provided in Section 285.525 R.S.Mo.

Pursuant to Section 208.009 R.S.Mo., the Contractor shall provide at the earlier of submission of any bid or execution of any agreement affirmative proof that the Applicant for the Contractor is a citizen or a permanent resident of the United States or is lawfully present in the United States. The Applicant for the Contractor (or "Applicant") shall be the person authorized to prepare, submit and sign contract documents on behalf of the Contractor and shall be eighteen years of age or older. Such affirmative proof shall include documentary evidence recognized by the Missouri Department of Revenue when processing an application for a driver's license, a Missouri driver's license, as well as any document issued by the federal government that confirms an alien's lawful presence in the United States.

An Applicant who cannot provide the proof required under Section 208.009 R.S.Mo. at the time of submission of any bid may alternatively sign an affidavit under oath, attesting to either United States citizenship or classification by the United States as an alien lawfully admitted for permanent residence. The affidavit shall be on or consistent with forms prepared by the City, which shall be available from the City Clerk if needed. Any Applicant who signed an above-described affidavit must provide proof of lawful presence within the time provided in Subsection 208.009.5 R.S.Mo. for temporary public benefits and failure to provide such proof within such time may result in the City rescinding and voiding any Contract awarded to the Contractor.



Exhibit C

**AFFIDAVIT OF PARTICIPATION IN
FEDERAL WORK AUTHORIZATION PROGRAM
(CONTRACTS OVER \$5,000)**

Comes now _____ as _____ first being duly sworn, on my oath,
(name) (office held)
affirm _____ ("Company") is enrolled and will continue to participate in a
(company name)
federal work authorization program in respect to employees that will work in connection
with the contracted services related to _____ of
the City of _____ and any incidental items associated with this work for the
duration of the contract, if awarded, in accordance with Section 285.530.2, Revised
Statutes of Missouri. I also affirm that the Company does not and will not knowingly
employ a person who is an unauthorized alien in connection with the contracted services
for the duration of the contract, if awarded. Attached to this affidavit is documentation of
the Company's participation in a federal work authorization program.

**(ATTACH DOCUMENTATION SHOWING THAT COMPANY PARTICIPATES IN
FEDERAL WORK AUTHORIZATION PROGRAM. ALSO ATTACH DRIVER'S LICENSE
OR OTHER PROOF OF LAWFUL PRESENCE, AS PROVIDED IN THE GENERAL
CONDITIONS – 208.009 RSMo.)**

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

Signature (person with authority)

Printed Name

Title

Date

State of Missouri

County of _____

Subscribed and sworn to before me this _____ day of _____, 2016.

My commission expires:

Notary Public



**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 Improvement Project Fund must be increased by a total of \$60,000 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 and install wayfinding signage, offset partially with grant funds.

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 January 21, 2025

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 WAYFINDING SIGNAGE.**

**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 21st day of January 2025.

Presiding Officer of the Council

Approved by the Mayor of said City this 21st day of January 2025.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

Exhibit A
City of Sedalia
FY25 Budget Amendment 1/21/2025 CIP Wayfinding Signage

Account / Description	Current Budget	Change	Amended Budget	Comments
Revenues / Source of Funds				
15-00-449-00 Other Grant Revenue	(3,387,681.40)	(30,000.00)	(3,397,681.40)	Missouri Department of Tourism Grant
Total Revenue Change		<u>(30,000.00)</u>		
Expenditures / Uses of Funds				
15-32-353-41 Other Capital Projects	255,700.00	60,000.00	315,700.00	Wayfinding Signage
Total Expenditure Change		<u>60,000.00</u>		
		<u><u>(30,000.00)</u></u>		Net Increase (Decrease) In Projected Fund Balance

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A GRANT AGREEMENT FOR WAYFINDING SIGNAGE.

WHEREAS, on December 26, 2024 the City of Sedalia, Missouri, was awarded funding through the Missouri Department of Tourism FY25 Marketing Platform Development Grant 50/50 match for Wayfinding signage; and

WHEREAS, said grant funding has been awarded to the City of Sedalia, Missouri, in the amount of Sixty Thousand Dollars (\$60,000.00) with a Thirty Thousand Dollar (\$30,000.00) match from the City for said wayfinding signage as more fully described in the proposed agreement attached to this ordinance and incorporated by reference as though the agreement was set forth herein.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby authorizes the grant agreement by and between the City of Sedalia, Missouri and the Missouri Department of Tourism as the agreement has been proposed and attached hereto.

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

Section 3. The City Clerk is hereby directed to file in his office a copy of the grant 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 21st day of January 2025.

Presiding Officer of the Council

Approved by the Mayor of said City this 21st day of January 2025.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk



Let's Cross Paths

City of Sedalia

200 S. Osage

Sedalia, MO 65301

(660) 827-3000 www.sedalia.com

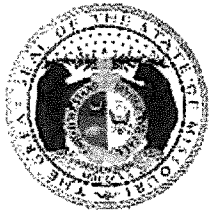
To: Matthew Wirt, Interim City Administrator
Jessica Pyle, Finance Director
From: Elizabeth Nations, Chief Office Administrator
Date: January 10, 2025
Subject: Missouri Department of Tourism FY25 Marketing Platform Development Grant (Wayfinding Signage) Approval of Agreement and Acceptance of Award and Budget Amendment

The City of Sedalia staff was notified by Carolyn Crooker, Executive Director of the Sedalia Convention & Visitors Bureau, about an exciting 50/50 grant opportunity through the Missouri Department of Tourism. Recognizing the importance of this initiative, the Sedalia Convention & Visitors Bureau requested the City's support to pursue this grant. This marketing platform development grant, which has historically excluded wayfinding signage, now presented a unique chance for the City to apply for funding to enhance visitor experiences by providing wayfinding to historic, retail, dining, entertainment, and other key points of interest.

This grant opportunity was announced in December and required a tight deadline for submission. Given the importance of the opportunity and the need to meet the grant's schedule, the staff proceeded with the application to avoid missing out. On December 26th, the City was notified that the application had been approved, securing \$60,000 in grant funding with a \$30,000 match for wayfinding signage.

Wayfinding signage has been discussed as a priority item in annual budget planning sessions since 2013, when a local architect designed the initial signage concepts. While it has not been funded in previous budgets due to competing priorities, this grant now provides a new and better opportunity to make these signs a reality. Should the Department of Tourism later decide to provide additional grant funding for wayfinding signage the City would be in a better position to receive the funds having already utilized the funding.

Staff is seeking Council approval of the agreement to accept the \$60,000 grant and authorization for a \$30,000 budget amendment to fulfill the required match. This match was not included in the FY25 budget as the grant opportunity was not available at that time.



NOTICE OF AWARD

State Of Missouri
 Division Of Tourism
 Cooperative Marketing Program
 PO Box 1055, Jefferson City, MO 65102

CONTRACT NUMBER 25-085-15-093024	CONTRACT TYPE Marketing Platform Development
PROJECT NAME Sedalia Welcome and Wayfinding Signs	CONTRACT PERIOD July 1, 2024 through June 30, 2025
DMO NAME City of Sedalia	VENDOR NUMBER 44-6000263
ADDRESS 200 S. Osage Ave. Sedalia, MO 65301	AMOUNT APPROVED \$ 30,000.00

ACCEPTED BY THE DIVISION OF TOURISM AS FOLLOWS:

The proposal submitted is accepted in accordance with the following additions, amendments and/or revisions:

- Terms and Conditions (attached)
- Required outcome measurement:
 1. **Reimbursement Request**
 2. **Copy of completed project**
- Award amount is contingent on MDT funding levels and may be reduced unilaterally by the Division of Tourism due to the unavailability of funds or reduced appropriation authority, including but not limited to withholdings made pursuant to Mo. Const. Art. IV §27.

DIRECTOR OF THE DIVISION OF TOURISM <i>Signature</i> Stephen Foutes	DATE
--	------

ACCEPTANCE OF AWARD

This Award Agreement may be executed in one or more counterparts, each of which is an original and all of which constitute the Award Agreement.

As representatives for the above mentioned DMO, we hereby accept the award of the Cooperative Marketing Grant, matching funds for implementation of the project/contract described herein.

IN WITNESS WHEREOF, the parties hereto have executed this Award Agreement effective as of the date last set forth below.

CEO, Kerri Wilson <i>Signature</i>	DATE
PROJECT DIRECTOR, Elizabeth Nations <i>Signature</i>	DATE

STATE OF MISSOURI
DIVISION OF TOURISM, COOPERATIVE MARKETING PROGRAMS
TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS, REGULATIONS AND GUIDELINES

- The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and program guidelines related to the performance of the contract to the extent that the same may be applicable.
- To the extent that a provision of the contract is contrary to the guidelines of the Cooperative Marketing programs, the provision shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
- The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.
- In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act(ADA).
- In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status.

2. COMPLETION OF CONTRACTED SERVICES

- The contractor understands and agrees that the project activities approved in the application or subsequently approved revision must be completed as described within the application and that all activities must comply with all provisions of the program requirements as listed in the most current Program & Reports Guides.
- The contractor shall not transfer any interest in the contract, whether by assignment or otherwise.

3. APPROVAL AND ACCEPTANCE

- Project activities must take place within the time frame stated in the contract or approved revision.
- No creative execution received by the agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect and approve said materials, artwork, and/or creative design.
- All marketing and advertising creative that does not comply with the specifications and/or requirements or that is otherwise unacceptable may be rejected. In addition, creative execution that is discovered to be of poor quality or does not conform to reasonable standards upon inspection may be rejected.
- Artwork with funding from the Marketing Platform Development Grant program must receive approval from MDT prior to placement.

4. QUARTERLY REPORTING AND REIMBURSEMENT OF APPROVED EXPENSES

- Reimbursement for all approved services shall be made in arrears as a part of a MPD Reimbursement Request form submitted upon completion of the project with all required documentation as stated in the most current Grant Program & Reports Guide and must utilize official, current program forms or database.
- At least 50% of the cost of each invoice must be paid by the contractor before an invoice may be submitted for reimbursement.
- The State of Missouri assumes no obligation for activities beyond those specifically outlined in the application. Any unauthorized activity is subject to the state's rejection and shall be denied reimbursement.

5. OUTCOME MEASUREMENT

The contractor agrees and understands that measurement of the project outcome is required as outlined in the most current Program & Reports Guide, that the required documents must be submitted in a timely manner, and that failure to do so will be considered a breach of contract.

6. CONFLICT OF INTEREST

Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.

7. WARRANTY

The contractor expressly warrants that all services provided shall: (1) conform to the specifications, drawings, samples or other descriptions which were furnished to the agency, (2) are fit and sufficient for the purpose intended, (3) be of good creative quality, and (4) meet the terms of performance as described in the FY2025 Program & Reports Guide. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said products and services.

8. REMEDIES AND RIGHTS

- No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

9. CANCELLATION OF CONTRACT

- In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed in a timeframe determined by the state agency.
- If the contractor fails to cure the breach or if circumstances demand immediate action, the state agency will issue a notice of cancellation terminating the contract immediately and /or suspending or revoking the DMO's certification.
- If the state cancels the contract for breach, the state reserves the right to obtain the services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate.
- The contractor understands and agrees that funds required to reimburse the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.
- The funding for this project/application may be reduced unilaterally by the Division of Tourism due to the unavailability of funds or reduced appropriation authority, including but not limited to withholdings made pursuant to Mo. Const. Art. IV §27.

10. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

**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 Transportation Fund must be increased by a total of \$90,000 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. Vehicle and Equipment Repairs.

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 January 21, 2025

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 STREET VEHICLE AND EQUIPMENT REPAIRS.**

**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 21st day of January 2025.

Presiding Officer of the Council

Approved by the Mayor of said City this 21st day of January 2025.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

Exhibit A
 City of Sedalia
 FY25 Budget Amendment 1/21/2025 Street Vehicle and Equipment Repairs

Account / Description	Current Budget	Change	Amended Budget	Comments
Expenditures / Uses of Funds				
20-14-222-02 Veh & Equip Repairs & Parts	102,000.00	90,000.00	192,000.00	Vehicle and Equipment Repairs
 Total Expenditure Change		<u>90,000.00</u>		
		<u>(90,000.00)</u>		Net Increase (Decrease) In Projected Fund Balance



Let's Cross Paths

City of Sedalia

200 S. Osage

Sedalia, MO 65301

(660) 827-3000 www.sedalia.com

To: Matthew Wirt, Interim City Administrator
From: Justin Bray, PW Operations Director
Date: Jan 14th 2025
Subject: **BUDGET AMENDMENT VEHICLE & EQUIPMENT REPAIRS 20-14-222-02**

The Public Works Operations Street Division has encountered several large vehicle repairs this year that have affected the budget negatively.

Below is a list of the substantial repair cost and short description of the issue:

Repair Cost: \$10,733.35- Replacement of auger and chains on old paver.

Repair Cost: \$18,711.94- Replacement drop axle assemblies on quad axle dump truck.

Repair cost: \$3,293.55- Replacing air shift cylinder for PTO on quad axle dump truck.

Repair cost: \$2,199.70- Internal repair cost on dump truck # 213

Repair cost: \$7,989.52- Reassembly and repairs to dump truck 213.

Repair Cost: \$2,105.00- Radiator repairs Dump truck #213

Repair Cost: \$18,328.19- Semi-truck # 218 Cab bushings, engine seals and trailer repairs.

Repair Cost: \$ 4,617.49- Rear differential for Semi-truck #227

Repair Cost: \$1,764.01- Bobcat #240 cylinders and hydraulic lines

Repair Cost: \$ 4,224.76- Bobcat # 269 Lift cylinders, hydraulic pump and lines

The total cost of repairs \$65,977.99

There are still additional repairs to snow plow trucks and spreaders currently being made that will continue to increase the amount of unplanned repair costs. I recommend a budget amendment for the total overall repair cost listed above and to cover additional, ongoing repairs for a total increase of \$90,000 in account 20-14-222-02 Vehicle & Equipment Repairs.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A PERMANENT SANITARY SEWER RIGHT-OF-WAY EASEMENT FOR PROPERTY LOCATED AT 2540 SOUTHWEST BOULEVARD.

WHEREAS, the City of Sedalia has received a permanent sanitary sewer right-of-way easement for property located at 2540 Southwest Boulevard from Matz Properties Partnership; and

WHEREAS, said sewer extension is part of a development that will extend an existing sewer main to property north of Katy Trail and east of Clarendon Road as more fully described in the permanent easement 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 permanent sewer easement from owners of property located at 2540 Southwest Boulevard as more fully described in the easement attached to this ordinance and incorporated herein.

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 easement in substantively the same form and content as it has been proposed.

Section 3. The City Clerk is hereby directed to file in his office a duplicate or copy of the easement after it has been executed by the parties or their duly authorized representatives and after said ordinance and sewer easement has been recorded with the Pettis County Recorder of Deeds Office.

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 21st day of January 2025.

Presiding Officer of the Council

Approved by the Mayor of said City this 21st day of January 2025.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

MEMO

TO: Mayor and City Council
Matthew Wirt, Interim City Administrator

FROM: Christopher R. Davies, P.E. City Engineer, City of Sedalia

COPY: Jason Myers, City Clerk

DATE: January 9th, 2025

**SUBJECT: ACCEPTING SEWER EASEMENT FROM MATZ PROPERTIES
PARTNERSHIP – 2540 Southwest Boulevard**

Background

The Missouri State Fairgrounds contacted the City of Sedalia in reference to their expansion of a new arena on their property just north of the Katy Trail and east of Clarendon Road. They were requesting the extension of an existing sewer main, located at the northeast corner of Clarendon Rd. and Southwest Boulevard. This main line sewer extension would require an easement from the property owner at 2540 Southwest Boulevard.

Discussion

The staff for the Missouri State Fairgrounds working with ES&S (Engineering Firm) obtained a sewer easement from Matz Properties Partnership. They provided all the necessary documents needed for the easement to the City of Sedalia. The last step is to have the easement recorded with Pettis County.

Recommendation

It is staff's recommendation that City Council approve the acceptance of the sewer easement from Matz Properties Partnership to the City of Sedalia and have said easement recorded in Pettis County. After recording of the document in Pettis County, the City shall provide a copy of the recorded easement to Matz Properties Partnership, Missouri State Fair Grounds, and ES&S Inc. (Engineer of Record).

RIGHT-OF-WAY EASEMENT
(Sanitary Sewer)

THIS INDENTURE is made on 18th day of December, 2024, by and between Matz Properties Partnership, a Partnership of Pettis County, Missouri, hereinafter called Grantor, and the City of Sedalia, Missouri, a Municipal Corporation of Pettis County, Missouri, hereinafter called Grantee, whose address is 200 S. Osage Ave., Sedalia, Missouri 65301.

WHEREAS, Grantor owns land in Pettis County, Missouri, with the following property shown as a part of this document and labeled as Exhibit A.

NOW THEREFORE, in consideration of Five Dollars and Other Good and Valuable Consideration the receipt and adequacy of which is hereby acknowledged, Grantor does hereby grant, bargain, and sell, convey, and confirm unto Grantee and unto its successors and assigns an easement hereafter described with right of ingress and egress thereto over adjacent land of Grantor. The easement purpose is restricted to use for public sanitary sewer supply transmission and delivery lines, and appurtenances essential thereto. The burden of this easement is explicitly located by Grantor which is described and shown on the map which is attached hereto as Exhibit A and incorporated herein.

This instrument permits the Grantee to use the easement to construct, operate, inspect, maintain, repair, rebuild, replace, and remove sanitary sewer lines and essential appurtenances, necessary in connection therewith, subject to the terms and restrictions set forth in this instrument. This easement permits the installation of facilities routinely needed to provide sanitary sewer services which depending on the circumstances and design may include manholes, gravity or pressurized lines, valves, and/or valve boxes.

Where access to the easement area from a public roadway is impractical or would visit damage upon the Grantor, the Grantee is permitted and licensed irrevocably so long as service is potentially available to the property, to obtain access to the easement area and sanitary sewer structures, over adjacent lands of the Grantor by utilizing Grantor's gates and the access routes which appear customarily used or designated by Grantor for access and egress to the relevant easement area. Except when presence on the property is brief, Grantee employees will endeavor to notify persons residing on the property of their presence and purpose.

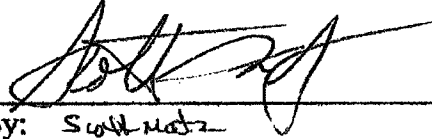
Expansion and upgrade of the initially completed structure is permitted by this instrument. The purpose of any later expansion or upgrade will be solely to provide public sanitary sewer services. The footprint and burden of any expansion or upgrade will remain confined and limited to the easement area explicitly described and shown on Exhibit A.

Consideration includes the privileges and benefits mutually obtained. The improvement will allow sanitary sewer service to be available and will enhance property value. Others have provided and are providing easements without additional consideration and this instrument is provided in consideration of similar grants made by others for mutual benefit of all. The Grantee will make a considerable investment on the easement area. To the extent the value of any rights and interests conveyed exceed the consideration and benefit flowing to Grantor, Grantor waives the right to Just Compensation and an appraisal under the Uniform Relocation Assistance and Real Property Acquisition Policies Act. The consideration herein stated compensates Grantor for allowing Grantee to go upon said lands and lay the initial or repair existing structures, however Grantee is obliged to maintain and repair disturbance of the easement area and any ingress and egress routes so no damage will result from the use by Grantee including to any adjacent land of the Grantor or Grantor's heirs or assigns. After the initial construction, the Grantee will pay the Grantor or Grantor's heirs or assigns any damages occasioned by use of the easement area and access routes, or in the alternative, at Grantee's option, will be permitted to repair the same to the condition prior to the damage by Grantee as is reasonably feasible as promptly as weather, ground condition and scheduling reasonably permit.

This instrument is intended in good faith and fair dealing to meet or exceed all statutory, common law or public policy requirements. Any uncertainty will be resolved and give force and effect to the intention of the parties, to treat both parties fairly, and both parties waive any statutory, common law, or public policy option to seek vacation of this instrument.

IN WITNESS WHEREOF Grantor has executed this instrument the day and year first written above.

Matz Properties Partnership



By: Scott Matz

Title: owner

INDIVIDUAL ACKNOWLEDGMENT


STATE OF Missouri)
)ss.
COUNTY OF Pettis)

On this 18 day of December, 2024, before me appeared Scott Matz, owner, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Pettis County the day and year first above written.

(SEAL)

CHARLI JO CRAIG
Notary Public - Notary Seal
STATE OF MISSOURI
Commissioned for Benton County
My Commission Expires 1/17/2028
Commission # 20437127


Notary Public, State of Missouri

SEPTEMBER 9, 2024

SANITARY SEWER EASEMENT
OWNER: MATZ PROPERTIES PARTNERSHIP
DEED: DOCUMENT #2016-0528

A TRACT OF LAND LOCATED IN THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8 T45N R21W, BEING PART OF LOT 46 OF BLOCK 1 OF SOUTHWEST SUBDIVISION RECORDED IN PLAT BOOK 2 PAGE 112.

BEGINNING AT THE NORTHWEST CORNER OF LOT 46 OF BLOCK 1 OF SOUTHWEST SUBDIVISION RECORDED IN PLAT BOOK 2 PAGE 112, THENCE ALONG THE NORTH LINE OF SAID LOT, N 77°11'50"E 10.35 FEET; THENCE LEAVING SAID LINE, S 2°07'20"W 124.79 FEET TO THE SOUTH LINE OF SAID LOT; THENCE ALONG THE LOT LINES OF SAID LOT, S 89°40'30"W 10.01 FEET; THENCE N 2°07'20"E 122.55 FEET TO THE POINT OF BEGINNING, AND CONTAINING 1,237 SQUARE FEET.

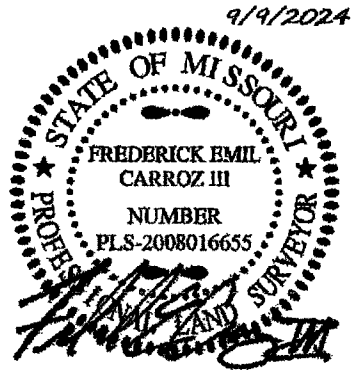
BEARINGS ARE REFERENCES TO THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983.

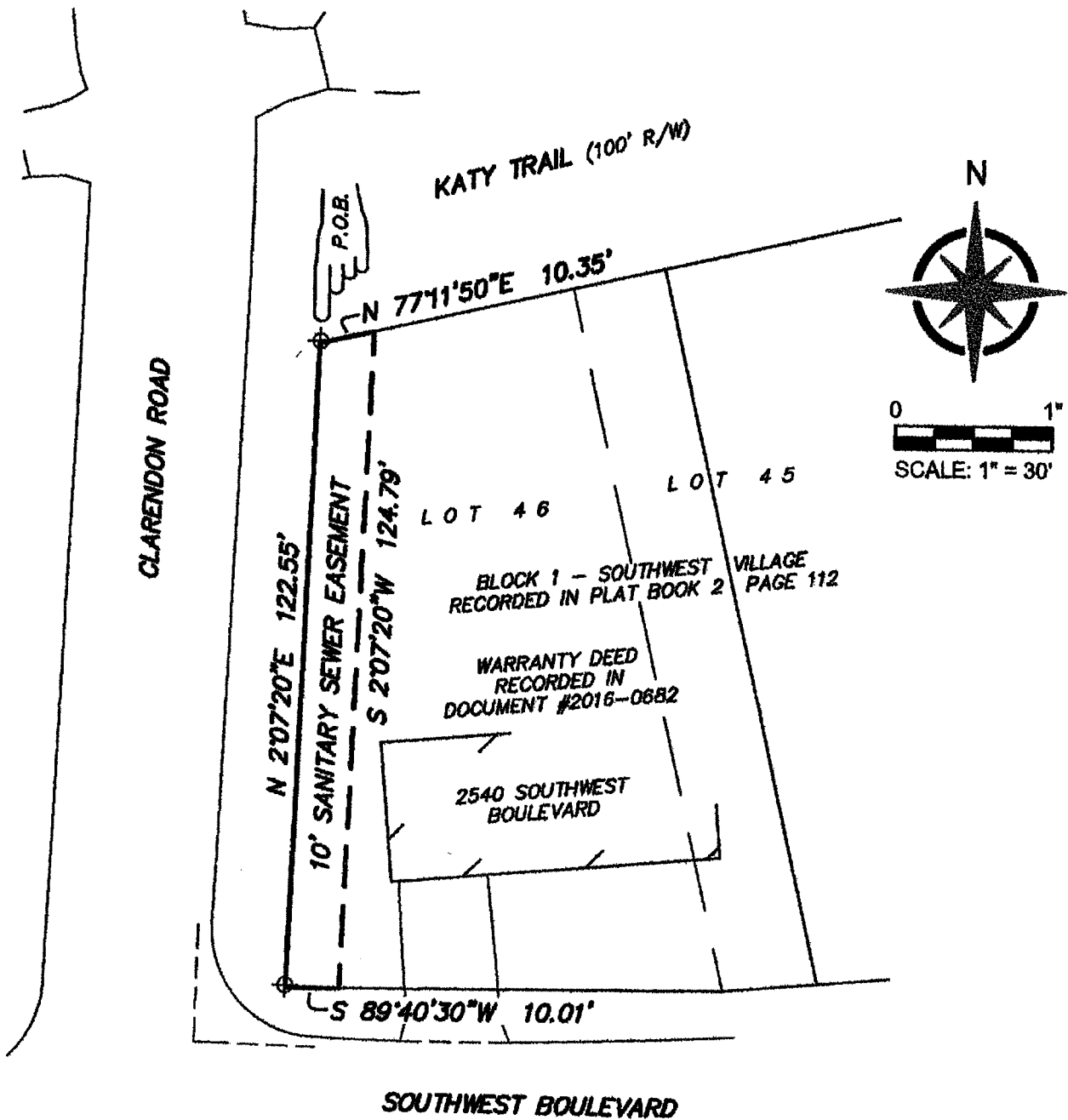
EXHIBIT "A"
SHEET 1 OF 2

MISSOURI STATE FAIRGROUNDS ARENA
SEDALIA, PETTIS COUNTY, MISSOURI
SECTION 8 T45N R21W
ES&S PROJECT NO. 16318



ENGINEERING SURVEYS & SERVICES
1113 FAY STREET
COLUMBIA, MO 65201
PHONE: (573) 449-2646
MISSOURI L.S. CORP. #2004004672
FREDERICK E. CARROZ III
PROFESSIONAL LAND SURVEYOR
PLS - 2008016655
EMAIL: FCARROZ@ESS-INC.COM





BEARINGS ARE REFERENCES TO
THE MISSOURI STATE PLANE
COORDINATE SYSTEM OF 1983.

EXHIBIT "A"
SHEET 2 OF 2

MISSOURI STATE FAIRGROUNDS ARENA
SEDALIA, PETTIS COUNTY, MISSOURI
SECTION 8 T45N R21W
ES&S PROJECT NO. 16318



ENGINEERING SURVEYS & SERVICES
1113 FAY STREET
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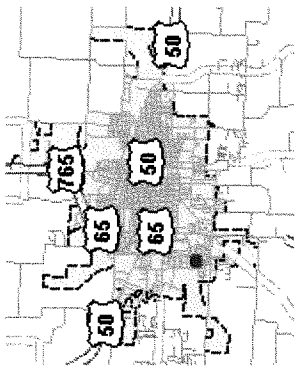
Sedalia, MO



1 in. = 80ft.

159.2 Feet
0 79.60

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.
THIS MAP IS NOT TO BE USED FOR NAVIGATION



Legend

- Manhole
- Tap Location
- Yes
- No
- Gravity Main
- Other
- Private
- Gravity Main Backup
- Pressurized Main
- Lift Station
- Smoke Testing
- Smoke Testing 1
- Smoke Testing 2014 Ph 2
- Emergency Calls
- Unknown
- Public
- Private
- Other
- SSO
- Parcel
- Roads
- <all other values>
- State Numbered
- US Highway
- State Lettered
- Corporate Limit Line

Notes

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING CHANGE ORDER NUMBER TWO FOR STORM DRAINAGE IMPROVEMENTS PROJECT AREA #35.

WHEREAS, the City has received change order number 2 from S & A Equipment and Builders, LLC for Storm Drainage Improvements Project Area #35; and

WHEREAS, under the change order, the total project cost is not affected and changes the notice to proceed date from September 7, 2024 to January 6, 2025 as more fully described in the change order 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 change order number 2 by and between the City of Sedalia, Missouri and S & A Equipment and Builders, LLC 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 it 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 21st day of January 2025.

Presiding Officer of the Council

Approved by the Mayor of said City this 21st day of January 2025.

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: Matt Wirt, Interim City Administrator
Through: Chris Davies, City Engineer
From: Jeremy Stone, Public Works Project Manager
Date: January 8, 2025
Subject: 2021-181B Storm Drainage Improvements Project Area 35-Change Order #2

The Public Works Department received Change Order #2 (attached) request from S&A Equipment and Builders, LLC. for the above mention project, which is located in the area of S. Beacon Ave. and W. 13th St. within the City of Sedalia. 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.

The project was issued a Notice to Proceed on June 24, 2024 with a completion date of September 7, 2024. Due to existing utilities in the locations that the new stormwater structures and piping were to be place, the existing utilities required relocating. This relocation of existing utilities has hindered the ability of the Contractor to complete the work related to this project.

Change Order #2 is requesting to change the Notice to Proceed date from September 7, 2024 to January 6, 2025. This change order will not effect the total project cost.

Thank you for your consideration.

CHANGE ORDER

SHEET NO. (1) OF 1

SEQUENCE NO.: Change Order #2

TO S&A Equipment and Builders CONTRACTOR

PROJECT NO.: Sedalia Storm Area 35

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

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

Utilities for this project were in conflict of planned storm sewer improvements. The gas and fiber needed to be relocated; this took until the week of December 13th. The Notice to proceed date change to January 6th 2025

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) CONTRAC T 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)

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

1. CONTRACT AMOUNT	232629.83
2. OVERRUN THIS ORDER (H-I)	0.00
3. OVERRUN PREVIOUS (LINES 4 ON PREV. ORDERS)	67240.31
4. TOTAL OVERRUN TO DATE (2 + 3)	67240.31
5. TOTAL (1 + 4)	299870.14

4. COMMENTS:

THE TERMS OF SETTLEMENT OUTLINED ABOVE ARE HEREBY AGREED TO.

PROJECT MANAGER'S SIGNATURE: *Patrick Sapp* Signed by Patrick Sapp DATE: 2025.01.02 08:20:38 -06'00'

CONTRACTOR'S SIGNATURE _____ DATE _____

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN AGREEMENT FOR GRAND AVENUE WATER MAIN REPLACEMENT.

WHEREAS, The City of Sedalia, Missouri, received a proposal from TB Dozing and Excavating, LLC for replacement of the water main piping along South Grand Avenue between West 20th Street and West 24th Street; and

WHEREAS, under the proposal, the City of Sedalia, Missouri, shall pay the sum and amount of Three Hundred Eighty-six Thousand Seven Hundred Thirty-eight dollars (\$386,738.00) to TB Dozing and Excavating, LLC for said project as described in the proposed agreement attached to this ordinance and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts the agreement by and between the City of Sedalia, Missouri, and TB Dozing and Excavating, LLC 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 documents in substantively the same form and content as they have been proposed.

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 21st day of January 2025.

Presiding Officer of the Council

Approved by the Mayor of said City this 21st day of January 2025.

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: Matt Wirt, Interim City Administrator
Through: William Bracken, Utilities Director
From: Jeremy Stone, Public Works Project Manager
Date: January 13, 2025
Subject: 2025-009 Grand Avenue Water Main Replacement

The Public Works Department received six (6) bids for the above mentioned project to replace water main piping along S. Grand Avenue between W. 20th Street and W. 24th Street. The bids received ranged from \$386,738.00 to \$566,489.61.

The bids received include:

- TB Dozing and Excavating, LLC- \$386,738.00
- Flowmaster Construction, LLC- \$400,837.00
- Dittmer Ditching, LLC- \$406,385.00
- SB Wyatt Contracting, Inc.- \$419,319.44
- Earthworks Excavation and Associates, LLC- \$485,027.00
- Corbett Construction- \$566,489.61

TB Dozing and Excavating, LLC whose primary office is 23539 Carolina School Rd. Jamestown, MO 65046 was the low bidder.

TB Dozing and Excavating, LLC, has not previously completed work for the City, but the Public Works Department was able to contact six (6) references provided and was told TB Dozing and Excavating, LLC performed good work on past projects.

The Public Works Department recommends the approval of the low bid in the amount of \$386,738.00 to TB Dozing and Excavating, LLC.

Thank you for your consideration.

CITY OF
SEDALIA, MISSOURI

NOTICE TO CONTRACTORS
PROPOSAL, CONTRACT, BOND, AND SPECIFICATIONS
FOR

GRAND AVENUE
WATER MAIN REPLACEMENT

CITY PROJECT NO. 2025-009

November 7, 2024

BIDDER: TB Dozing & Excavation LLC

ADDRESS: 23539 Carolina School Rd,
Jamestown, MO 65046

TELEPHONE NUMBER: 573-533-8060

DATE: 12/18/2024

PROPOSAL

TO THE CITY OF SEDALIA, MISSOURI:

Pursuant to and in compliance with the Notice to Contractors and having examined the plans and specifications with related documents and the site(s) of the proposed work, the undersigned bidder proposes and agrees, if this proposal is accepted, to furnish all labor, materials, tools, supplies, equipment and supervision and to do all other work necessary for the **GRAND AVENUE WATER MAIN REPLACEMENT, Project 2025-009, dated August 30, 2024**, as noted in these contract documents for the following price(s):

Item No.	Description	UNIT	Estimated Quantity	Unit Cost	Amount
1	Mobilization	1	LS	\$21,000 ⁻	21,000 ⁻
2	Demo & Site Prep	1	LS	\$18,000 ⁻	18,000 ⁻
3	8" C900 PVC Waterline w/Excavation & Backfill	382	LF	\$87.50	33,425 ⁻
4	10" C900 PVC Waterline w/Excavation & Backfill	1,336	LF	\$93 ⁻	124,248 ⁻
5	12" C900 PVC Waterline w/Excavation & Backfill	130	LF	\$125 ⁻	16,250 ⁻
6	8" x 22.5° Bend w/Backing Block	1	EA	\$350 ⁻	350 ⁻
7	6" x 45° Bend w/Backing Block	2	EA	\$395 ⁻	790 ⁻
8	8" x 45° Bend w/Backing Block	10	EA	\$475 ⁻	4,750 ⁻
9	10" x 45° Bend w/Backing Block	6	EA	\$460 ⁻	2,760 ⁻
10	12" x 45° Bend w/Backing Block	2	EA	\$800 ⁻	1,600 ⁻
11	12" x 90° Bend w/Backing Block	1	EA	\$1,225 ⁻	1,225 ⁻
12	8" x 6" Reducer	4	EA	\$318.75	1,275 ⁻
13	12" x 6" Reducer	1	EA	\$560 ⁻	560 ⁻
14	12" x 10" Reducer	3	EA	\$650 ⁻	1,950 ⁻
15	6" Cap	7	EA	\$214.29	1,500 ⁻
16	8" Cap	1	EA	\$275 ⁻	275 ⁻
17	12" Cap	1	EA	\$375 ⁻	375 ⁻
18	8" Gate Valve	5	EA	\$2,680	13,400 ⁻
19	10" Gate Valve	7	EA	\$3,828.57	26,800 ⁻
20	12" Gate Valve	5	EA	\$4,950 ⁻	24,750 ⁻
21	6" Solid Sleeve	6	EA	\$300 ⁻	1,800 ⁻
22	8" Solid Sleeve	1	EA	\$375 ⁻	375 ⁻
23	10" Solid Sleeve	1	EA	\$485 ⁻	485 ⁻
24	12" Solid Sleeve	2	EA	\$760 ⁻	1,520 ⁻
25	10" x 6" Tee With Backing Block	1	EA	\$675 ⁻	675 ⁻
26	10" x 8" Tee With Backing Block	3	EA	\$816.67	2,450 ⁻
27	12" x 8" Tee With Backing Block	2	EA	\$940 ⁻	1,880 ⁻
28	12" x 12" Tee With Backing Block	3	EA	\$1240 ⁻	3,720 ⁻
29	Thrust Collar	8	EA	\$800 ⁻	6,400 ⁻
30	Water Service Transfer	14	EA	\$1,000 ⁻	14,000 ⁻
31	Fire Hydrant Assembly	2	EA	\$8,250 ⁻	16,500 ⁻
32	Pavement Removal & Replacement	135	SY	\$140 ⁻	18,900 ⁻
33	Concrete Driveway Removal & Replacement	20	SY	\$160 ⁻	3,200 ⁻
34	Gravel Driveway Removal & Replacement	43	SY	\$45.35	1,950 ⁻

35	Sidewalk Removal & Replacement	7	SY	\$257.14	1,800
36	Curb Removal & Replacement	43	LF	\$58.14	2,500
37	Valley Gutter Removal & Replacment	43	LF	\$58.14	2,500
38	Seeding & Sodding	0.20	AC	\$15,000	3,000
39	Erosion Control	1	LS	\$2,000	2,000
40	Traffic Control	1	LS	\$5,800	5,800

TOTAL AMOUNT OF BASE BID: \$ 386,738

Bidder acknowledges receipt of the following addenda, which has been considered in the preparation of this bid:

Addendum No. _____ Dated: _____
 Addendum No. _____ Dated: _____
 Addendum No. _____ Dated: _____

The undersigned agrees, if this proposal is accepted, to complete the work within a period of 90 calendar days from the date of the Notice to Proceed.

NAME OF BIDDER: Thomas Brown

BY: Thomas Brown
 TITLE: owner
 ADDRESS: 23539 Carolina School Rd, Jamestown MO
 DATE: 12/18/2024 65046

CONTRACT AGREEMENT

STATE OF MISSOURI
COUNTY OF PETTIS

THIS AGREEMENT AND INDENTURE MADE AND ENTERED INTO THIS, the _____ day of _____, 2024 by and between the CITY OF SEDALIA, MISSOURI.

Party of the first part, termed in this agreement and the Contract Documents as the "CITY", and _____ Party of the second part, termed in this agreement and the Contract Documents as the "CONTRACTOR".

WITNESSETH:

THAT, WHEREAS, the City has heretofore caused to be prepared certain contract documents for furnishing material, personnel and performing work therein fully described, and the Contractor did, on the _____ day of _____, 2024 file with the City a copy of said contract documents together with his offer and proposal to furnish said material and perform said work at the terms therein fully stated and set forth; and,

WHEREAS, the said contract documents accurately and fully described the terms and conditions upon which the contractor is willing to furnish the materials, personnel and perform the work called for by the said contract documents and in the manner and time of furnishing and performing same,

IT IS, THEREFORE, AGREED:

1. That a copy of said contract documents filed as aforesaid be attached hereto and that the same do in all particulars become the agreement and contract between the parties hereto in all matters and things set forth therein and described; and further, that both parties hereby accept and agree to the terms and conditions of said contract documents so filed for the **GRAND AVENUE WATER MAIN REPLACEMENT, Project 2025-009, dated August 30, 2024,**
2. The Contract Documents hereto annexed are made a part of this agreement and contract as fully and absolutely as if herein set out.
3. That the wages paid under this contract shall be not less than the prevailing rate of wages as determined by the Missouri State Division of Labor Standards.
4. This contract is executed in four (4) copies.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and year in this agreement first above written.

ATTEST:

CITY OF SEDALIA, MISSOURI
(Party of the first part)

City Clerk

BY: _____
Kelvin Shaw
City Administrator

SEAL

(If a corporation)

ATTEST: _____
Secretary

SIGNATURE OF CONTRACTOR
(Party of the second part)

CONTRACTOR:

(CORPORATE SEAL)

BY: _____
(Name & Title)

(If an individual or partnership)

CONTRACTOR: _____

BY: _____
(Name & Title)

TABULATION OF BIDS
Grand Avenue Water Main Replacement
December 19, 2024 2:00 p.m.
Council Chambers

UNIT	Estimated Quantity	TB Doring & Excavating, LLC		Flowmaster Construction, LLC		Dinner Ditching, LLC		SB Wyatt Contracting, Inc		Earth Works Excavation & Associates, LLC		Corbett Construction	
		Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
Mobilization	1	\$21,000.00	\$21,000.00	\$25,000.00	\$25,000.00	\$6,157.00	\$6,157.00	\$35,000.00	\$35,000.00	\$15,000.00	\$15,000.00	\$28,209.00	\$28,209.00
Demo & Site Prep	1	\$18,000.00	\$18,000.00	\$10,000.00	\$10,000.00	\$24,896.00	\$24,896.00	\$22,000.00	\$22,000.00	\$42,000.00	\$42,000.00	\$67,065.00	\$67,065.00
8" CS90 PVC Waterline w/Excavation & Backfill	382	\$87.50	\$33,425.00	\$71.00	\$27,122.00	\$50.00	\$19,100.00	\$99.42	\$37,978.44	\$90.00	\$34,380.00	\$56.78	\$21,689.96
10" CS90 PVC Waterline w/Excavation & Backfill	1,336	\$93.00	\$124,248.00	\$75.00	\$100,200.00	\$69.00	\$92,184.00	\$91.00	\$121,576.00	\$135.00	\$180,560.00	\$124.55	\$166,988.80
12" CS90 PVC Waterline w/Excavation & Backfill	130	\$125.00	\$16,250.00	\$105.00	\$13,650.00	\$94.00	\$12,220.00	\$110.00	\$14,300.00	\$130.00	\$19,500.00	\$121.86	\$15,841.80
8" x 22.5" Bend w/Backing Block	1	\$350.00	\$350.00	\$800.00	\$800.00	\$1,093.00	\$1,093.00	\$1,000.00	\$1,000.00	\$606.00	\$606.00	\$882.00	\$882.00
8" x 45" Bend w/Backing Block	2	\$395.00	\$790.00	\$800.00	\$1,600.00	\$1,084.00	\$2,168.00	\$900.00	\$1,800.00	\$503.00	\$1,006.00	\$1,500.00	\$1,500.00
8" x 45" Bend w/Backing Block	10	\$475.00	\$4,750.00	\$800.00	\$8,000.00	\$1,095.00	\$10,950.00	\$900.00	\$9,000.00	\$606.00	\$6,060.00	\$887.00	\$8,870.00
10" x 45" Bend w/Backing Block	6	\$460.00	\$2,760.00	\$800.00	\$4,800.00	\$1,125.00	\$6,750.00	\$1,200.00	\$7,200.00	\$846.00	\$5,076.00	\$1,181.00	\$7,086.00
12" x 45" Bend w/Backing Block	2	\$800.00	\$1,600.00	\$800.00	\$1,600.00	\$1,234.00	\$2,468.00	\$1,500.00	\$3,000.00	\$983.00	\$1,966.00	\$1,362.00	\$2,724.00
12" x 80" Bend w/Backing Block	1	\$1,225.00	\$1,225.00	\$800.00	\$800.00	\$1,095.00	\$1,095.00	\$2,500.00	\$2,500.00	\$986.00	\$986.00	\$1,322.00	\$1,322.00
8" x 6" Reducer	4	\$318.75	\$1,275.00	\$700.00	\$2,800.00	\$1,065.00	\$4,260.00	\$600.00	\$2,400.00	\$435.00	\$1,740.00	\$529.00	\$2,116.00
8" Cap	1	\$560.00	\$560.00	\$700.00	\$700.00	\$1,291.00	\$1,291.00	\$900.00	\$900.00	\$652.00	\$652.00	\$748.00	\$748.00
12" x 10" Reducer	3	\$650.00	\$1,950.00	\$700.00	\$2,100.00	\$1,579.00	\$4,737.00	\$980.00	\$2,940.00	\$807.00	\$2,421.00	\$938.00	\$2,814.00
8" Cap	7	\$214.29	\$1,500.00	\$500.00	\$3,500.00	\$845.00	\$5,915.00	\$360.00	\$2,520.00	\$235.00	\$1,645.00	\$532.00	\$3,724.00
12" Cap	1	\$375.00	\$375.00	\$500.00	\$500.00	\$871.00	\$871.00	\$415.00	\$415.00	\$312.00	\$312.00	\$590.00	\$590.00
12" Cap	1	\$375.00	\$375.00	\$500.00	\$500.00	\$871.00	\$871.00	\$415.00	\$415.00	\$312.00	\$312.00	\$590.00	\$590.00
8" Gate Valve	5	\$2,680.00	\$13,400.00	\$1,150.00	\$5,750.00	\$2,717.00	\$13,585.00	\$2,000.00	\$10,000.00	\$2,654.00	\$13,270.00	\$3,253.00	\$16,265.00
10" Gate Valve	7	\$3,828.57	\$26,800.00	\$4,150.00	\$29,050.00	\$3,102.00	\$21,714.00	\$3,200.00	\$22,400.00	\$3,364.00	\$23,548.00	\$4,180.00	\$29,260.00
10" Gate Valve	5	\$4,950.00	\$24,750.00	\$4,950.00	\$24,750.00	\$5,225.00	\$26,125.00	\$4,300.00	\$21,500.00	\$4,558.00	\$22,790.00	\$5,648.00	\$28,240.00
8" Solid Sleeve	6	\$300.00	\$1,800.00	\$500.00	\$3,000.00	\$1,370.00	\$8,220.00	\$485.00	\$2,910.00	\$1,365.00	\$8,190.00	\$669.00	\$4,014.00
10" Solid Sleeve	1	\$375.00	\$375.00	\$600.00	\$600.00	\$1,430.00	\$1,430.00	\$600.00	\$600.00	\$1,465.00	\$1,465.00	\$835.00	\$835.00
12" Solid Sleeve	1	\$485.00	\$485.00	\$700.00	\$700.00	\$1,619.00	\$1,619.00	\$775.00	\$775.00	\$1,589.00	\$1,589.00	\$994.00	\$994.00
10" x 8" Tee With Backing Block	2	\$675.00	\$1,350.00	\$2,000.00	\$4,000.00	\$1,353.00	\$2,706.00	\$925.00	\$1,850.00	\$1,481.00	\$2,962.00	\$1,046.00	\$2,092.00
10" x 8" Tee With Backing Block	3	\$816.67	\$2,450.00	\$2,000.00	\$6,000.00	\$5,040.00	\$15,120.00	\$1,300.00	\$3,900.00	\$1,091.00	\$3,273.00	\$1,453.00	\$4,359.00
12" x 8" Tee With Backing Block	2	\$940.00	\$1,880.00	\$2,500.00	\$5,000.00	\$4,600.00	\$9,200.00	\$1,500.00	\$3,000.00	\$1,185.00	\$2,370.00	\$1,539.00	\$3,078.00
12" x 12" Tee With Backing Block	8	\$1,240.00	\$9,920.00	\$2,500.00	\$20,000.00	\$2,036.00	\$16,288.00	\$2,000.00	\$16,000.00	\$1,427.00	\$11,416.00	\$1,705.00	\$13,640.00
Thrust Collar	6	\$800.00	\$4,800.00	\$1,500.00	\$9,000.00	\$630.00	\$3,780.00	\$500.00	\$3,000.00	\$2,154.00	\$12,924.00	\$1,313.00	\$7,998.00
Water Service Assembly	14	\$1,000.00	\$14,000.00	\$2,250.00	\$31,500.00	\$1,242.00	\$17,388.00	\$1,500.00	\$21,000.00	\$716.00	\$10,024.00	\$1,605.00	\$22,470.00
Fire Hydrant Assembly	2	\$8,250.00	\$16,500.00	\$7,000.00	\$14,000.00	\$10,442.00	\$20,884.00	\$6,500.00	\$13,000.00	\$7,307.00	\$14,614.00	\$8,923.00	\$17,846.00
Pavement Removal & Replacement	135	\$140.00	\$18,900.00	\$148.00	\$19,880.00	\$227.00	\$30,540.00	\$135.00	\$18,225.00	\$70.00	\$9,450.00	\$292.80	\$39,828.00
Concrete Driveway Removal & Replacement	20	\$160.00	\$3,200.00	\$175.00	\$3,500.00	\$477.00	\$9,540.00	\$250.00	\$5,000.00	\$20.00	\$400.00	\$136.59	\$2,731.80
Concrete Driveway Removal & Replacement	43	\$65.35	\$2,819.05	\$85.00	\$3,675.00	\$32.00	\$1,376.00	\$10.00	\$400.00	\$21.00	\$903.00	\$56.49	\$2,429.07
Stormwater Removal & Replacement	7	\$257.14	\$1,800.00	\$180.00	\$1,260.00	\$264.00	\$1,848.00	\$125.00	\$875.00	\$97.00	\$679.00	\$125.00	\$875.00
Curb Removal & Replacement	43	\$38.14	\$1,642.02	\$65.00	\$2,805.00	\$129.00	\$5,547.00	\$70.00	\$2,450.00	\$60.00	\$2,520.00	\$66.63	\$2,865.09
Valley Gutter Removal & Replacement	0.20	\$15,000.00	\$3,000.00	\$2,000.00	\$4,000.00	\$1,171.00	\$2,342.00	\$1,500.00	\$3,000.00	\$60.00	\$1,200.00	\$60.00	\$1,200.00
Seeding & Sodding	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$20,000.00	\$20,000.00	\$3,000.00	\$3,000.00	\$33,660.00	\$33,660.00	\$4,584.00	\$4,584.00
Erosion Control	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,124.00	\$2,124.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,733.00	\$2,733.00
Traffic Control	1	\$5,800.00	\$5,800.00	\$5,000.00	\$5,000.00	\$12,746.00	\$12,746.00	\$6,000.00	\$6,000.00	\$8,415.00	\$8,415.00	\$21,662.00	\$21,662.00
Total Base Bid			\$386,738.00		\$400,837.00	Math Error	\$416,827.00		\$419,319.44		\$485,027.00		\$566,489.61
Bid Band						Yes	Yes		Yes		Yes		Yes
Anti-Collusion						Yes	Yes		Yes		Yes		Yes

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A TOWER AND GROUND SPACE LEASE.

WHEREAS, The City of Sedalia, Missouri, has received a tower and ground space lease from Sprint Spectrum, LLC for placement of antenna and associated equipment on the West Water Tower with an initial 5 year term and option to extend for up to four (4) additional terms of five (5) years each; and

WHEREAS, under the terms of the Lease, the City of Sedalia shall receive the sum and amount of OneThousand Seven Hundred Sixty-seven Dollars and Twenty-eight Cents (\$1,767.28) per month, effective March 1, 2025, from Sprint Spectrum, LLC as more fully described in the Lease 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 Tower and Ground Space Lease by and between the City of Sedalia, Missouri, and Sprint Spectrum, LLC in substantively the same form and content as the Lease 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 any other documentation, if necessary, in substantively the same form and content as the Lease has been proposed.

Section 3. The City Clerk is hereby directed to file in his office a duplicate or copy of the Lease 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 21st day of January, 2025.

Presiding Officer of the Council

Approved by the Mayor of said City this 21st day of January, 2025.

ATTEST:

Andrew L. Dawson, Mayor

Jason S. Myers, City Clerk

MEMO

TO: Mayor and City Council

THRU: Matthew Wirt, Interim City Administrator

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

COPY: Jason Myers, City Clerk
Jessica Pyle, Finance Manager
William Bracken, Utility Manager

DATE: January 16th, 2025

SUBJECT: LEASE AGREEMENT BETWEEN CITY OF SEDALIA AND SPRINT SPECTRUM LLC.

Background

The City of Sedalia has seven (7) lease agreements with various cell providers, which allows them to place their antennas and associated equipment on the City's two (2) water towers. In addition, it allows for the placement of equipment on the ground.

The majority of these leases were approved back in the 1990's and are reaching the end of their lease. I have been working with the City Attorney's office in preparing new leases as these leases approach the termination date.

Discussion

Sprint Spectrum LLC., has been leasing space on the West Water Tower (1401A Water Tower Road) since September 10, 1999. The original terms of the lease were an "Initial Term" of 5 years, with an additional four (4) terms of five (5) years each; which would have made the termination date September 10, 2024. On November 1, 2007, Sprint sent a Record Verification Letter to the Sedalia Water Department and Charles Brosch (General Manager) confirmed the date to be February 28, 2025.

In the past the majority of these types of leases have just been extended for 20 to 30 years without review of the existing contract. This makes the process very simple for the Tenant (in this case Sprint) to simply make a very simple amendment to the contract by changing the dates and nothing else. This is very disadvantageous to the City of Sedalia for two major reasons: 1) old language in the contract that may not reflect current technology, 2) payment for the space may not be reflective current market value.

In working with the City's Attorney's office we drafted up a new lease which updated the language of the contract, and proposed new rates to reflex the current market value. The new rates and length of the contract if approved are as follows:

1. Initial Term – 5 years commencing on March 1, 2025 and shall terminate on February 28, 2030
2. Option to Renew – extend for up to four (4) additional terms of five (5) years each
3. Termination Date with all extensions – February 28, 2050
4. Rent - \$1,767.28 per month, effective March 1, 2025
5. Adjusted Rent – On every annual anniversary of the Commencement Date (March 1), throughout the duration of the Lease as renewed and extended, the rent shall be increased by three (3) percent over the previous year's rent.

Sprint Spectrum LLC has reviewed the lease and approved to its content. A signed copy is attached.

Please let me know if you need any additional information.

Recommendation

Staff recommends City Council approve the Lease Agreement between City of Sedalia and Sprint Spectrum LLC.

Site Name: Sedalia

Site Number: KC03RW201/A5F0034A

TOWER AND GROUND SPACE LEASE

This Tower and Ground Space Lease (the "Lease") is made by and between City of Sedalia, a municipal corporation of the State of Missouri whose address is 200 S. Osage Ave, Sedalia, Missouri 65301 hereinafter referred to as "City", Sprint Spectrum LLC, a Delaware limited liability company, located at 6220 Sprint Parkway, Overland Park, KS 66251-2020, hereinafter referred to as "Tenant" as of the full execution of this Lease which is the latter of the signature dates below (the "Effective Date").

WHEREAS, City owns a water tower (the "Tower") located on a parcel of land (the "Site"), with an address of 1401A Water Tower Road, in the City of Sedalia, Pettis County, Missouri, as such Site is legally described on Exhibit A attached hereto and made a part hereof.

WHEREAS, Tenant desires to occupy, and City is willing to provide, attachment locations upon the Tower and Ground Space (as hereinafter defined) at the Site for Tenant's cellular common carrier mobile radio base station operations, including related telecommunications functions.

WHEREAS, City and Tenant are parties to a previous lease that expired on February 28, 2025;

WHEREAS, City and Tenant agree that there has been no lapse in Tenant's tenancy and that Tenant is not a wrongful holdover tenant or in default;

NOW, THEREFORE, in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. Grant of Lease.

- a. City hereby grants to Tenant, the following described premises (the "Premises") together with unrestricted access for Tenant's uses from the nearest public right-of-way along the Site:
 - (i) Attachment locations upon the Tower at a height between one hundred (100) feet and one hundred ninety feet (190) feet for the existing cellular antennas, at the heights and orientations shown on Exhibit B attached hereto.
 - (ii) A parcel of ground space adjacent to the base of the Tower, as shown on Exhibit B attached hereto (the "Ground Space"), for the placement of a radio station equipment shelter ("Tenant's Building") upon a poured concrete foundation.
- b. Prior to the Commencement Date (as hereinafter defined) and during the term of this Lease, Tenant and its agents, engineers, surveyors, and other representatives will have the right to enter upon the Site to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Site (collectively the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its

Site Name: Sedalia

Site Number: KC03RW201/A5F0034A

use of the Premises and include without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"), and otherwise to do those things on or off the Site that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Site, the environmental history of the Site, City's title to the Site, and the feasibility or suitability of the Site for Tenant's permitted use, all at Tenant's expense. Tenant will not be liable to City or any third party on account of any pre-existing defect or condition on or with respect to the Site, whether or not such defect or condition is disclosed by Tenant's inspection.

2. **Easements.** City hereby confers upon Tenant the following described nonexclusive easement appurtenant to the Premises, which shall be irrevocable for the duration hereof:
 - a. The right to place and affix such lines, conduits, connections, devices, and equipment for the transmission, reception, encryption, and translation of voice and data signals by means of radio frequency energy and landline carriage, including lines for signal carriage between the Ground Space and the Tower Space (all such items, along with the items attached on Exhibit B hereto, are collectively referred to herein as the "Equipment"), as Tenant, in its sole discretion, deems necessary or desirable for the conduct of Tenant's business, subject to City's prior consent to any significant changes which Tenant may from time to time propose to make to said Equipment, which consent shall not unreasonably be withheld or delayed;
 - b. The right to extend and connect utility lines between Tenant's Building and suitable utility company service connection points;
 - c. The right to travel between the Premises and the public road over the Site and other routes which City is entitled to use; and
 - d. The right to traverse other portions of the Site as is reasonably necessary to access, repair and maintain the Premises or otherwise to accomplish Tenant's purposes as contemplated herein.
3. **Use of Premises.** Tenant shall be entitled to use the Premises to install, operate, and maintain thereon a cellular common carrier mobile radio base station, including system networking, station control, back-up power devices, legally required signage, and performance monitoring functions, but for no other use or purpose. Tenant shall not install any equipment that interferes with the functionality of the water tower and if the Tenant does interfere with the functionality of the Tower, the City may, at the Tenant's expense, request the tenant to remove or relocate the equipment. Tenant's use of the Premises shall at all times comply with and conform to all laws and regulations applicable thereto.
4. **Initial Term.** The Lease Term will be five (5) years (the "Lease Term"), which commenced on March 1, 2025 (the "Commencement Date") and shall terminate on February 28, 2030.
5. **Option to Renew.** The Initial Term of this Lease shall automatically extend for up to four (4) additional terms of five (5) years each (each, a "Renewal Term(s)"), upon a continuation of all the same provisions hereof, unless the Tenant give written notice of their intention to non-renew the Lease at least ninety (90) days before the expiration of the Initial or any Renewal Term.

Site Name: Sedalia

Site Number: KC03RW201/A5F0034A

6. **Additions or Modifications to Tower.** If Tenant modifies or adds any additional equipment, the Tenant shall, at its own expense, have a licensed structural engineer in the state of Missouri analyze and approve the modifications. In addition to any approvals required by a structural engineer, the City must also approve all modifications prior to modifying or adding the equipment to the Tower. Such approval shall not be unreasonably withheld, conditioned or delayed, and for no fee or additional consideration
7. **Option to Terminate.** The Tenant shall have the right to terminate this Lease by giving the City ninety (90) days written notice. The Indemnification obligations of each party contained in Section 19 and Tenant's requirement to remove improvements as provided in Section 32 shall survive termination of the Lease.
8. **Rent.** Tenant shall pay Rent to City in the amount of One Thousand Seven Hundred Sixty-Seven Dollars and twenty-eight (\$1,767.28) dollars per month, City shall specify the name, address, and taxpayer identification number of a sole payee (or maximum two joint payees) who shall receive Rent on behalf of the City. Rent will be prorated for any partial month. Any change to the Payee must be requested in accordance with the Notice provision herein, and a new IRS form W9 must be supplied prior to payment by Tenant to the new Payee.
9. **Adjusted Rent.** On every annual anniversary of the Commencement Date, throughout the duration of the Lease as renewed and extended, the Rent shall be increased by three (3) percent over the previous year's Rent.
10. **Tenant's Personal Property.** City acknowledges and agrees that all of Tenant's Equipment and other personal property of Tenant kept or stored on the Premises by Tenant constitute personal property, not real property, and shall continue to be the personal and exclusive property of Tenant, and neither City nor any person claiming by, through, or under City shall have any right, title, or interest (including without limitation, a security interest) in Tenant's Equipment. Tenant, and Tenant's successors in interest, shall have the right to remove Tenant's Equipment at any time during the Term of this Lease or its earlier termination. With respect to the holder of any mortgage, deed of trust, or other lien affecting City's interest in the Premises, whether existing as of the date hereof or arising hereafter, City and Tenant hereby agree, acknowledge, and declare that Tenant's Equipment is now and shall at all times hereafter remain the personal and exclusive property of Tenant. The parties further acknowledge and agree that City shall have no right or authority to grant a lien upon or security interest in any of Tenant's Equipment.
11. **Tower Maintenance.**
 - a. City represents that it has the right and responsibility to repair and maintain the Tower and surrounding property, including but not limited to, snow removal. If the Tower is damaged for any reason, other than by reason of the willful misconduct or gross negligence of Tenant or its agents, so as to render it substantially unusable for Tenant's intended use, the Rent shall abate until City, at City's expense, restores the Tower to its condition prior to such damage; provided, however, in the event City fails to repair the Tower within seven (7) days following the date of such damage, Tenant shall have the right to terminate this Lease

Site Name: Sedalia

Site Number: KC03RW201/A5F0034A

- by giving City written notice thereof, as long as Tenant has not resumed operations upon the Premises.
- b. If applicable, City shall have the right to request Tenant's relocation once during any five (5) year period for the purpose of completing general maintenance or painting to or on the Tower, so long as City provides Tenant with six (6) months advance notice in writing to Tenant. This notice requirement shall not affect any situation where City must request Tenant's relocation in the event of an emergency as necessary to protect the health, safety, and welfare of visitors or City's other tenants. In the event of a relocation request under this Section, Tenant agrees to cover the costs of relocating its equipment. If such approval is to include going through any permitting process of the City, City shall waive any permit fees for Tenant for its reinstallation. City shall provide space satisfactory to Tenant for Tenant to operate temporary cellular facilities during any maintenance that cannot be completed without Tenant's relocation. City shall take all steps possible to ensure that Tenant is off the Tower for the minimum length of time possible.
12. **Aviation Hazard Marking.** City agrees to be solely responsible for full compliance, at all times, with the Tower marking, lighting, maintenance, inspection, recording, registration, and notification requirements of the Federal Communications Commission ("FCC") and the Federal Aviation Administration ("FAA"). Tenant shall be responsible for all marking, lighting, maintenance, inspection, recording, registration, and notification requirements of the Federal Communications Commission ("FCC") and the Federal Aviation Administration ("FAA") for Tenant's Equipment.
13. **FCC and FAA Tower Registration.** City warrants to Tenant that the Tower has been registered by the tower owner with the FCC and the FAA, if required by the FCC and the FAA. Additionally, City warrants to Tenant that in the event the FCC or the FAA requires the Tower to be registered during the Term of this Lease or any extensions thereof, City shall ensure that the tower owner shall take all necessary actions to register the Tower. City shall provide Tenant with a copy of the FCC and FAA tower registration. If City is required to register its tower due to Tenants Equipment attached to said tower, the Tenant shall pay all additional costs.
14. **Utilities.** City shall ensure that utility services are accessible and available at the Site for Tenant's intended use. Tenant shall be responsible for the separate metering, billing, and payment of the utility services consumed by its operations.
15. **Taxes.** Tenant shall pay prior to delinquency any personal property taxes levied against Tenant's Building and Tenant's Equipment. City shall pay prior to delinquency any real estate taxes and assessments attributable to the land underlying the Site, and any personal property taxes levied against the Tower, and any other of City's equipment or property. City shall provide prompt and timely notice of any tax or assessment for which Tenant is liable within fifteen (15) days of City's receipt. Tenant shall have the right to challenge any tax or assessment and City shall cooperate with Tenant regarding such challenge.
16. **Access.** Tenant shall have unrestricted access to the Premises at all hours of the day and night, subject to such reasonable rules and regulations as City may impose.
17. **Compliance with Laws.** Subject to Sections 12 and 13, Tenant shall, at Tenant's cost and expense, comply with all federal, state, county, or local laws, rules, regulations, and

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ordinances now or hereafter enacted by any governmental authority or administrative agency having jurisdiction over the Premises and Tenant's operations thereupon.

18. Mutual Indemnification.

- (a) In no event shall the City be liable to Tenant for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this Lease. The maximum liability of the City shall be limited to the amount of money to be paid by the City under this Lease.
- (b) Tenant shall defend, indemnify, and hold the City harmless from and against all claims, losses, actions, causes of action, demands, and liabilities arising out of personal injuries, including death, and damage or impairment to property or any rights which are caused by the Tenant arising out of or in any way connected with this Lease. Tenant further agrees to defend, indemnify, and hold the City harmless from and against any claims, losses, and liabilities arising out of the award of this Lease to Tenant.
- (c) Tenant shall indemnify and hold the City harmless from all wages or overtime compensation due its employees and from any and all claims by SubLeaseors in rendering work pursuant to this Lease, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.
- (d) All the provisions in the Lease are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes.

19. Insurance.

- (a) Tenant shall maintain commercial general liability insurance insuring against liability for bodily injury, death, or property damage with limits of Two Million and No/100 Dollars (\$2,000,000) per occurrence and in the aggregate, and including the City as an additional insured. In addition, Tenant shall maintain worker's compensation in statutory amounts, employer's liability insurance with limits of One Million and No/100 Dollars (\$1,000,000); commercial automobile liability insurance insuring against claims for bodily injury or property damage with combined single limits of One Million and No/100 Dollars (\$1,000,000) and including City as an additional insured; and all risk property insurance covering all personal property of Tenant for full replacement value. Tenant shall provide City with evidence of such insurance in the form of a certificate of insurance prior to obtaining occupancy of the Premises and throughout the term of this Lease or any Renewal Term.
- (b) City shall maintain general liability insurance insuring against liability for bodily injury, death, or damage to personal property with combined single limits of One Million and No/100 Dollars (\$1,000,000) as well as all risk property insurance

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covering all City fixtures, improvements, and personal property at full replacement value with commercially reasonable deductibles. In addition, to the extent required by law, City shall maintain worker's compensation in statutory amounts and employer's liability insurance with combined single limits of One Million and No/100 Dollars (\$1,000,000).

20. **Interference.** City shall not use, nor shall City permit its tenants to use, any portion of the Tower or the Site in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by City, and City shall have the responsibility to promptly cause any such interference to be eliminated. If said interference cannot be eliminated within twenty-four (24) hours after receipt of notice that such interference is occurring, City shall discontinue or cause to be discontinued the operation of any equipment causing the interference until the same can be corrected. In the event any such interference does not cease promptly after City's receipt of notice of said interference, Tenant shall have the right, in addition to any other right that it may have at law or in equity, to enjoin such interference or to terminate this Lease.
21. **Default.** Tenant shall be in default of this Lease if Tenant fails to make a payment of rent when due and such failure continues for ten (10) days after City notifies Tenant in writing of such failure. If City or Tenant fails to comply with any provision of this Lease, the other party shall serve written notice of such failure upon the defaulting party, whereupon a grace period of thirty (30) days shall commence to run during which the defaulting party shall undertake and diligently pursue a cure of such failure at its sole cost and expense. Such grace period shall automatically be extended for an additional thirty (30) days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing. This Section shall not apply in the case of interference, which instead shall require immediate and effective curative action in accordance with Section 20 hereof.
22. **Attorneys' Fees and Expenses.** In the event of any litigation arising under this Lease, the non-prevailing party shall, upon demand, reimburse the prevailing party for all costs and expenses arising therefrom, including reasonable attorneys' fees.
23. **Quiet Enjoyment.** City covenants that Tenant shall have quiet and peaceable possession of the Premises throughout the Lease Term and any Renewal Term, if any and that City will not intentionally disturb Tenant's enjoyment thereof as long as Tenant is not in default under this Lease.
24. **Title, Access, and Authority.** City covenants and warrants to Tenant that City presently owns a legally defined interest in and to the Site; that the Premises are served by legal access from a public way; that City is duly authorized and empowered to enter into this Lease; and that the person executing this Lease on behalf of the City warrants himself to be duly authorized to bind the City hereto.
25. **Assignment of Tenant's Interest.** The Lease shall be freely assignable, without City's consent, to an affiliate, subsidiary, or Parent Corporation. All other assignments will need City's consent, which shall not unreasonably be withheld, conditioned, or delayed. Tenant's right to affect an outright transfer of the Lease, and the right of any collateral assignee to seize the Premises as defaulted security, is subject only to the limitation that the Premises

Site Name: Sedalia

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shall be used for the purposes permitted herein. Tenant shall notify City in writing of the name and address of any assignee or collateral assignee.

26. **Environmental Warranty.** City hereby represents and warrants to Tenant that City has never generated, stored, handled, or disposed of any hazardous waste or hazardous substances upon the Site, and that City has no knowledge of such uses historically having been made of the Site or such substances historically having been introduced thereupon. Notwithstanding the foregoing, to the extent permitted by law and not waiving any sovereign immunity, City agrees to protect, indemnify, and hold harmless Tenant from and against any claims or losses arising out or related to the presence or release of any hazardous substances at, on or beneath the Premises, whether existing prior to the date hereof or migrating onto the Premises during any portion of the Term, except to the extent caused by a spill or release of hazardous substances specifically brought on the Premises by or for the benefit of Tenant after the Commencement Date.
27. **Compliance with FCC Radio Frequency Emissions Requirements.**
 - (a) It shall be the responsibility of Tenant to ensure that Tenant's use, installation, or modification of Equipment at the Site does not cause radio frequency exposure levels of all the existing equipment located at the Site and in the surrounding vicinity (including the communications equipment, City's equipment, and all other transmitting equipment in the vicinity) to exceed those levels permitted by the FCC. City shall require other tenants installing equipment after the installation of the communications equipment to bear the same responsibility.
 - (b) Tenant agrees that in the event that there is any change to applicable rules, regulations, and procedures governing exposure to radio frequency radiation which place the Tower in non-compliance, Tenant will cooperate with other users of the Tower to bring the Tower into compliance, which cooperation shall include, but not be limited to, sharing pro rata the costs associated with bringing the Tower into compliance.
28. **Subordination.** Tenant agrees to subordinate this Lease to any mortgage or trust deed which may hereafter be placed on the Premises, provided the mortgagee or trustee thereunder shall ensure to Tenant the right to possession of the Premises and other rights granted to Tenant herein so long as Tenant is not in default beyond any applicable grace or cure period, such assurance to be in writing and otherwise in form and substance reasonably satisfactory to Tenant. Further, City agrees to promptly have any mortgagee or trustee which has a mortgage or trust deed currently placed on the Premises execute a non-disturbance Lease in a form reasonably satisfactory to Tenant.
29. **Notices.** Any notice, request, or demand required or permitted to be given pursuant to this Lease shall be in writing and shall be deemed sufficiently given if delivered by messenger at the address of the intended recipient, sent prepaid by Federal Express (or a comparable guaranteed overnight delivery service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient at the address set forth below or at such other address as the intended recipient may have specified by written notice to the sender in accordance with the

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requirements of this paragraph. Any such notice, request, or demand so given shall be deemed given on the day it is delivered by messenger at the specified address, on the day after deposit with an overnight delivery service, on the date the delivery is refused, or on the day that is five (5) days after deposit in the United States mail, as the case may be.

TENANT: T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/ KC03RW201/A5F0034A

CITY: City of Sedalia
200 S. Osage Ave.
Sedalia, Missouri 65301
Phone: 1-660-827-3000

- 30. **Contingencies.** Tenant shall have the right to terminate this Lease upon written notice to City, relieving both parties of all further obligations hereunder, if Tenant, acting reasonably and in good faith, shall be unable to obtain any or all licenses or permits required to construct its intended improvements upon the Premises or conduct Tenant’s business at the Premises at any time during the Term; if Tenant’s technical reports fails to establish to Tenant’s satisfaction that the Premises are capable of being suitably engineered to accomplish Tenant’s intended use of the Premises; if the Premises are taken by eminent domain by a governmental entity or a title commitment or report obtained by Tenant with respect to the Premises shows as exceptions any encumbrances or restrictions which would, in Tenant’s opinion, interfere with Tenant’s intended use of the Premises.
- 31. **Surrender.** No later than 90 days after the expiration or termination of this Lease, Tenant shall remove all of Tenant’s property from the Premises, surrender the Premises to City, and, at Tenant’s expense, make all repairs to the Tower from any damage caused by the Tenants Equipment.
- 32. **Tenant’s Self-Help.** If City at any time fails to perform any of its obligations under this Lease or does not make repairs that are needed protect the health, safety, and welfare of Tenant, City, or City’s other tenants, Tenant shall have the right, but not the obligation, upon giving the City at least two (2) days prior written notice of its election to do so (except in the event of an emergency, when no prior notice shall be required) to perform such obligations on behalf of and for the account of City, and to take all necessary action to perform such obligations. Tenant’s reasonable costs and expenses incurred in performing such obligations of City shall, at the election of the Tenant, either promptly be reimbursed by City or Tenant taking a credit against the rent in the amount of the cost and expenses.
- 33. **Binding Effect.** All the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- 34. **Execution of Other Instruments.** City agrees to execute, acknowledge, and deliver to Tenant such other instruments respecting the Premises as Tenant or Tenant’s lender may reasonably request from time to time. Such instruments may include, but are not limited to, a memorandum of lease that may be recorded in the appropriate local land records. City also

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- agrees to cooperate with Tenant's efforts to obtain all private and public consents related to Tenant's use of the Premises, including, but not limited to zoning and permitting applications. If it is needed for the Tenant's permitting purposes, City grants to Tenant and its employees, representatives, agents, and consultants a limited power of attorney to prepare execute, submit, file and present on behalf of City building, permitting, zoning, or land-use applications with appropriate local, state, and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, and or building permits.
35. **Invalidity of Particular Provision.** If any term or provision of this Lease, or the application of such term or provision to any person or circumstance, to any extent, is invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected and each term and provision of this Lease will be valid and be enforced to the fullest extent permitted by law.
 36. **Governing Law.** This Lease shall be governed by the laws of the State of Missouri. The City and Tenant agree that the performance of this Lease will be deemed to have occurred in the State of Missouri and that Tenant's performance under this Lease will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under this Lease shall be exclusively in the Circuit Court of Pettis County, Missouri, or the Federal District Court for the Western District of Missouri, as appropriate. Tenant submits to the personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to those courts.
 37. **Recording.** Each party, on request of the other, agrees to execute a short form lease in recordable form and complying with applicable laws and reasonably satisfactory to both parties, which will be recorded in the appropriate public records.
 38. **Holdover.** In the event Tenant remains in possession of the Premises after the expiration of this Lease, this Lease will become a year to year tenancy, that can be terminated by either City or Tenant with ninety (90) day notice before the end of the first year to year tenancy. Tenant shall pay, as Rent, during such holdover, a rent equal to one hundred percent (100%) of the Rent payable immediately prior to the expiration or earlier Termination Date of this Lease. Except as otherwise provided for herein, all other covenants and conditions of this Lease shall remain unchanged and in full force and effect. Provided that the City and Tenant are diligently working on the renewal and/or extension of the Lease, the increase in the Rent shall not be applied for any period after the expiration of the Lease.
 39. **Headings.** The section headings throughout this instrument are for convenience and reference only, and are not to be used to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.
 40. **Entire Lease.** This Lease constitutes the entire Lease of the Parties and may not be modified except in writing signed by the party against whom such modification is sought to be enforced. All previous or contemporaneous leases, representations, promises, and conditions relating to the Tenant described herein are superseded.

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41. **Waiver.** All waivers of and consent to any terms and conditions of this Lease, or any rights, powers, or remedies under it, by either party must be in writing in order to be effective. Once a right has vested in a party, that party shall not be deemed to have waived its right due to its failure or election to not exercise its right at the time it vests, and such party shall continue to have the option to exercise its right unless it waives its right in writing. No waiver or consent granted with respect to one matter or incident shall be construed to operate as a waiver or consent with respect to any different or subsequent matter or incident.
42. **Amendment.** This Lease may not be amended, modified, or otherwise changed or altered except by a writing executed by Tenant and an authorized representative of City.
43. **Missouri Immigration Law Affidavit.** After January 1, 2009, Tenant takes note that Section 285.530.2 of the Missouri Revised Statutes requires a political subdivision as a condition of a Lease or grant in excess of \$5,000 awarded after January 1, 2009, to require the business entity to affirm by sworn affidavit and provision of documentation the business entity has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the Leased services. To that end, the services provider will provide, at the City's request, a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Lease. Tenant will provide a statement that the Tenant has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.
44. **Errors and Omissions.** City and Tenant agree as part of the basis of their bargain for this Lease to cooperate fully in executing any and all documents (including amendments to this Lease) necessary to correct any factual or legal errors, omissions, or mistakes, and to take any and all additional action, that may be necessary or appropriate to give full force and effect to the terms and intent of this Lease.
45. **Non-binding until Full Execution.** Both parties agree that this Lease is not binding either party until both parties execute the Lease.
46. **Electronic Reproductions.** The Parties agree that a scanned or electronically reproduced copy or image of this Lease, as executed, shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of such Lease, notwithstanding the failure or inability of either party to produce or tender an original executed counterpart.

[END OF LEASE - SIGNATURE PAGE FOLLOWS]

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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Lease as of the date of the full execution of this Lease.

CITY: City of Sedalia

TENANT: Sprint Spectrum LLC

By: _____

By: LIB

Print: _____

Printed: Elisabeth Boyer

Title: _____

Title: Sr. Manager, Technology Sourcing

Date: _____

Date: 01/07/2025



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STATE OF MISSOURI)
)
COUNTY OF PETTIS)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, Mayor for the City Sedalia, known to me to be the same person whose name is subscribed to the foregoing Tower and Ground Space Lease, appeared before me this day in person and acknowledged that they signed the said Lease as their free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 20__.

Notary Public

My commission expires _____

STATE OF WASHINGTON)
)
COUNTY OF SPOKANE)

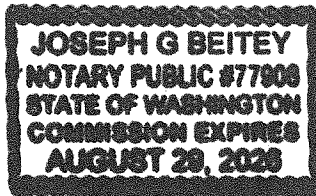
I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Elisabeth Boyer, Sr. Manager, Technology Sourcing, known to me to be the same person whose name is subscribed to the foregoing Tower and Ground Space Lease, appeared before me this day in person and acknowledged that, pursuant to their authority, they signed the said Lease as their free and voluntary act on behalf of the named Tenant, for the uses and purposes therein stated.

Given under my hand and seal this 7th day of January, 2025.

Joseph H. Beitey

Notary Public

My commission expires 08/29/2026



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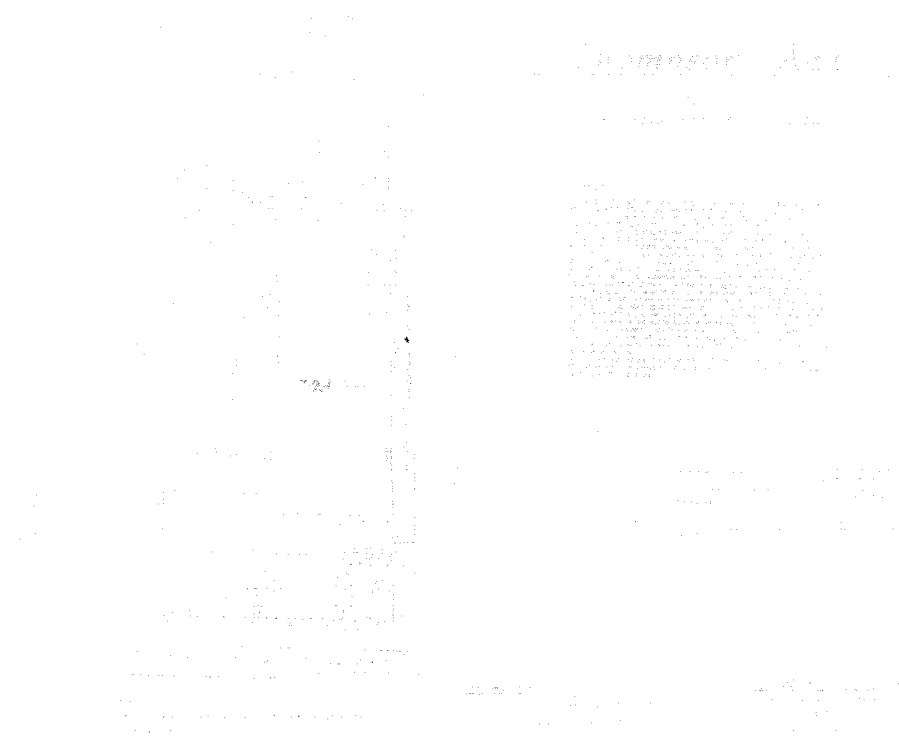
EXHIBIT A

Legal Description of City's Property

BEGINNING AT THE INTERSECTION OF THE OF THE NORTH RIGHT-OF-WAY LINE OF MISSOURI STATE ROUTE 'Y' (16TH STREET) AND THE WEST RIGHT-OF-WAY LINE OF WATERBURY RIDGE; THENCE NORTH 88°36'10" WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID MISSOURI STATE ROUTE "Y" (16TH STREET). 120.00 FEET; THENCE NORTH 88°36'10" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 400 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, NORTH 01°23'50" EAST, 350 FEET; THENCE SOUTH 88° 36'10" EAST, 160.04 FEET; THENCE NORTH 00° 13'30" WEST, 526.43 FEET; THENCE NORTH 44° 20' WEST, 31.25 FEET; THENCE NORTH 88° 27'20" WEST, 21.87 FEET; THENCE NORTH 01°32'4" EAST, 50.00 FEET; THENCE SOUTH 88°27'20" EAST, 42.13 FEET; THENCE NORTH 00°13' 30" WEST, 250.00 FEET; TO A POINT ON THE SOUTH LINE OF THE THOMPSON ADDITION PART 2, TO THE CITY OF SEDALIA, MISSOURI, SAID POINT BEING 3.8 FEET WEST OF THE SOUTHEAST CORNER OF SAID ADDITION; THENCE SOUTH 88°27'20" EAST, ALONG SAID SOUTH LINE AND ALONG THE SOUTH LINE OF THE THOMPSON ADDITION PART 1, TO THE CITY OF SEDALIA, MISSOURI, 350.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID WATERBURY RIDGE; THENCE SOUTH 00°3'30" EAST, ALONG SAID RIGHT OF WAY LINE, 677.47 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°36'10" WEST, 300 FEET; THENCE SOUTH 00°13'30" EAST, 300 FEET; THENCE NORTH 88°36'10" EAST, 300 FEET; THENCE NORTH 00°13'30" WEST, 300 FEET TO THE POINT OF BEGINNING.

BEING A PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 45 NORTH, RANGE 21 WEST, OF THE 5TH PRINCIPAL MERIDIAN, SEDALIA, PETTIS COUNTY, MISSOURI.

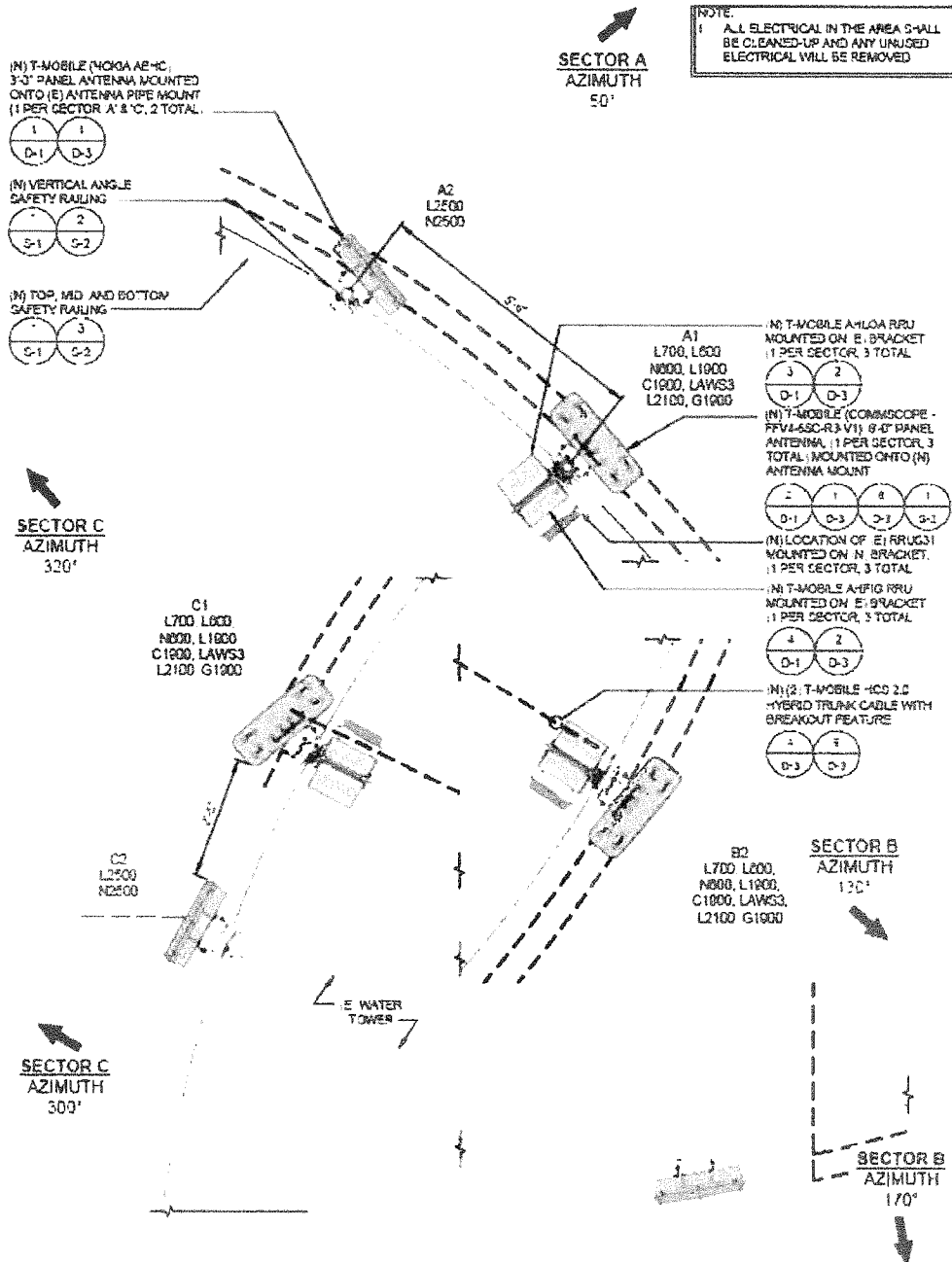
OTHERWISE KNOWN MORE COMMUNLY AS:
 THE THOMPSON ADDITION, PART 6. BLOCK 12, AN ADDITION TO THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI; OR
 1401 TOWER ROAD, SEDALIA, MISSOURI



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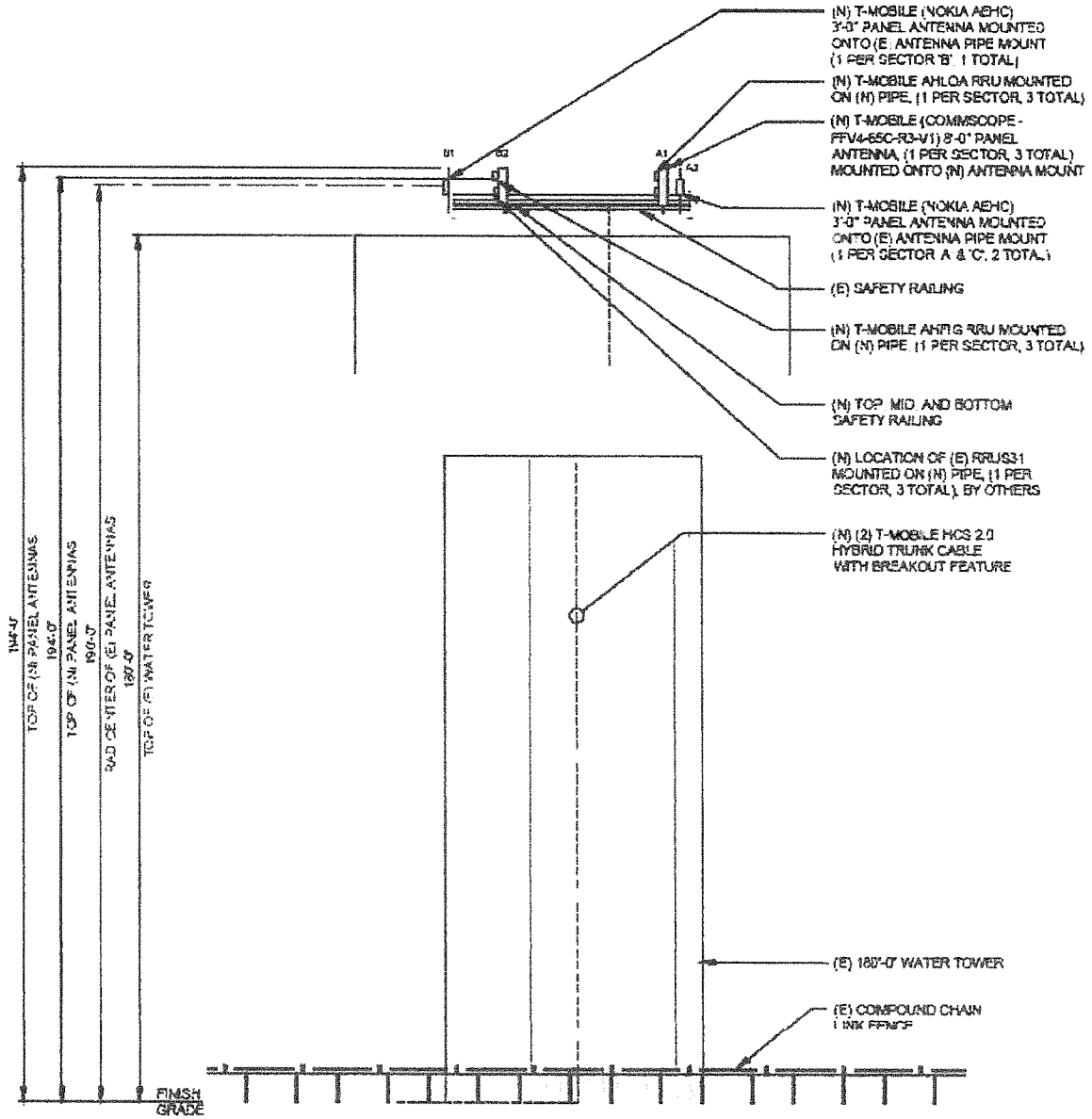
EXHIBIT B (continued)



Site Name: Sedalia

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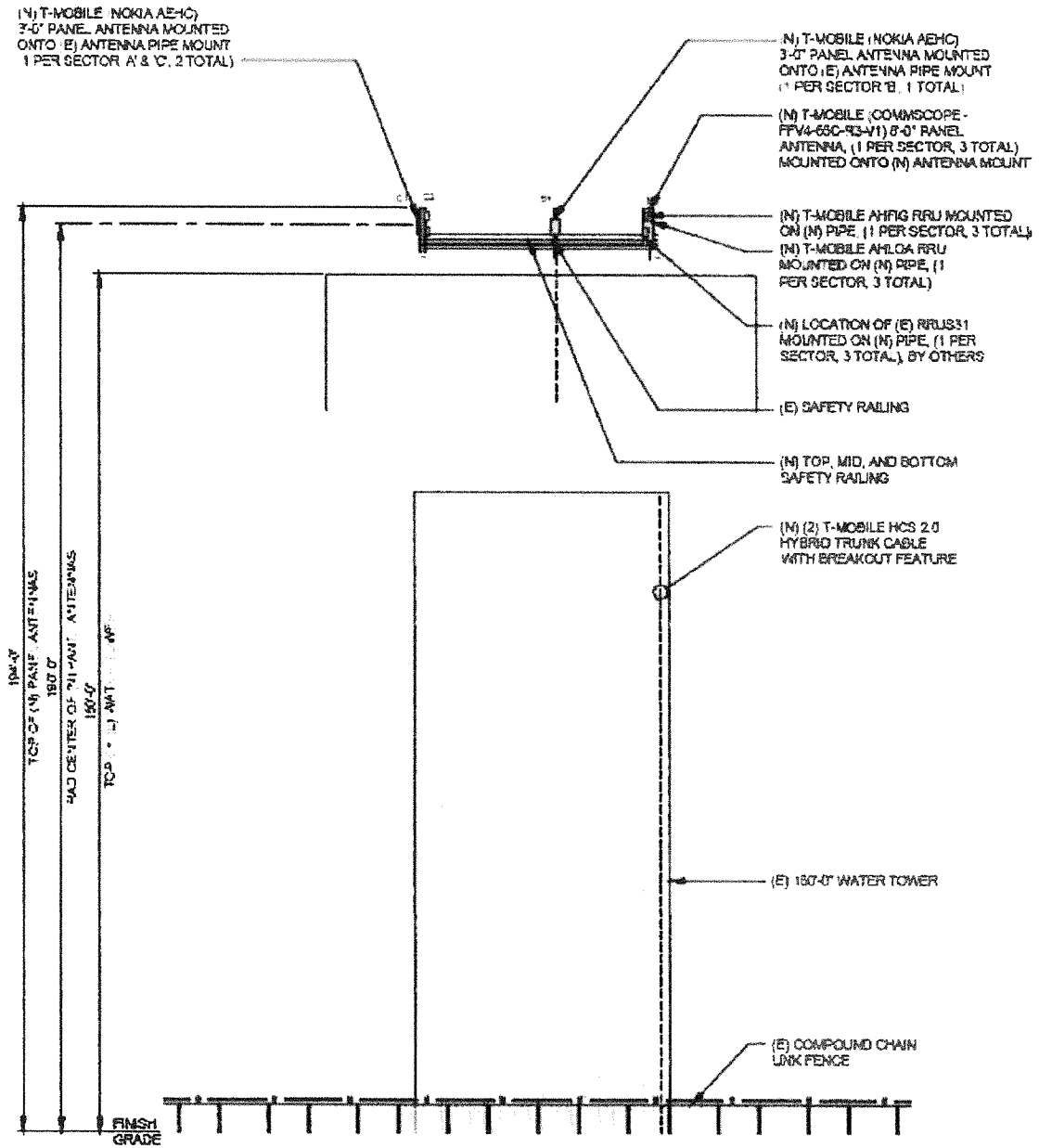
EXHIBIT B (continued)



Site Name: Sedalia

Site Number: KC03RW201/A5F0034A

EXHIBIT B (continued)



BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING CHANGE ORDER NO. 2 FOR TIME EXTENSION ON CENTRAL PLANT AERATION IMPROVEMENTS.

WHEREAS, the City of Sedalia, Missouri, has received Change Order No. 2 from Burns & McDonnell Engineering Company, Inc., for a time extension for Substantial Completion for the Sedalia Central Wastewater Treatment Plant Aeration Improvements project from January 20, 2025 to February 28, 2025 at no cost.

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 Change Order No. 2 by and between the City of Sedalia, Missouri and Burns & McDonnell Engineering Company, Inc., in substantively the same form and content as it has been proposed and incorporated by reference herein.

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 it 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 from and after its passage by the City Council and approval by the Mayor.

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 21st day of January 2025.

Presiding Officer of the Council

Approved by the Mayor of said City this 21st day of January 2025.

ATTEST:

Andrew L. Dawson, Mayor

Jason S. Myers
City Clerk

MEMO

TO: Matthew Wirt, Interim City Administrator

CC: Jason Myers, City Clerk
William Bracken, Utilities Manager

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

DATE: January 17, 2024

**SUBJECT: REQUESTED TIME EXTENSION – 2nd REQUEST – SEDALIA
CENTRAL WWTP AERATION IMPROVEMENTS – BURNS &
McDONNELL**

Background:

The City is under contract with Burns & McDonnell for the construction of improvements to the Central WWTP Aeration Basin at the Central Wastewater Treatment Plant. The contract required that Substantial Completion was completed by 12/9/2024. At the December 16, 2024 Council meeting, City Council approved Change Order No. 001 between Burns & McDonnell and the City for the extension of time for Substantial Completion for the Sedalia Central WWTP Aeration Improvements project from 12/9/2024 to 1/20/2025, which is a total of 42 days at no cost.

Discussion:

Burns & McDonnell Construction was again notified by Eaton there is a delay in the switchboard for the project with an estimated ship date of 01/17/2025.

City staff has discussed this issue with Burns & McDonnell to determine if there are any alternatives; at this point in time any changes (go to a new supplier) would delay the project further.

Recommendation:

It is staff's recommendation that City Council approve Change Order No. 002 between Burns & McDonnell and the City for the extension of time for Substantial Completion for the Sedalia Central WWTP Aeration Improvements project from 1/20/2025 to 02/28/2025, which is a total of 39 days at no cost.



CHANGE ORDER NO. 002
For Prime Contract Agreement between City of Sedalia Missouri & Burns & McDonnell

Change Order Title: Additional Time Extension Due to Electrical Equipment Delivery Date: 01/15/2025
Project Name: Sedalia Central Aeration Improvements BMcD Project No.: 165090
Client Name: City of Sedalia Missouri Client Project No.: _____

Description:

Per conversations with the City and the on going delays in the electrical supply chain for medium voltage equipment, it has become necessary to extend the duration of the project by an additional 39 days. This would move the substantial completion date from 1/20/2025 to 2/28/2025. Please see the attached letter from Eaton concerning the delivery of the equipment.

List of Attachments:
No Attachments

As a result of the modification(s) described above:

The revised Contract Amount is:

Original Contract Amount.....\$ 2,967,949.00
Total net amount of all previously executed Change Orders..... (+ or -) \$ 0.00

Total net amount of this Change Order..... (+ or -) \$ 0.00
Current Contract Amount, including this Change Order..... \$ 2,967,949.00

The revised Schedule of Values, including this Change Order is:

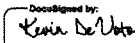
The revised Schedule of Work is:

Total net time adjustment to Critical Path (+ or -) 39 Days
* Time adjustment is specified in: Working Days Calendar Days Other _____
Updated Contract Milestone and Date..... Substantial Completion Date - 2/28/2025

CLIENT:
City of Sedalia Missouri

CONTRACTOR:
Burns & McDonnell Engineering Company, Inc.

By: _____
Print Name: _____
Title: _____
Date: _____

By:  _____
Print Name: Kevin DeVoto
Title: Construction Project Manager
Date: 1/15/2025



Eaton
11305 Strang Line Rd
Lenexa, Kansas, 66215

13 January 2025

Craig Organowski
1401 Burlington St.
North Kansas City, MO 64116

Mr. Organowski,

This letter is to update you on the status of the switchboard for General Order Number SKC1374287 Item 101, Designation "BLW-SWBD-030."

Due to the current capacity and supply chain issues that the Sumter plant is experiencing we will have to move the new ship date to 01/17/2025.

The plant has been made aware of the impact of this delay and is doing what they can to ship this out as soon as possible. The local Eaton Sales team will keep you updated on all progress as we receive it from the plant.

Please note that the local team has paid for this item to travel via a dedicated truck to decrease the transit time once the item does ship.

Please reach out with any questions or clarifications you may have.

Sincerely,

Greg Connell
Sales Engineer

Tucker Bowers
Area Sales Manager

**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 \$16,000 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. Increased dispatching services costs for Sedalia Police and Sedalia Fire Departments.

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 January 21, 2025

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 JOINT COMMUNICATIONS.**

**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 21st day of January 2025.

Presiding Officer of the Council

Approved by the Mayor of said City this 21st day of January 2025.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

Exhibit A
City of Sedalia
FY25 Budget Amendment 1/21/2025 Joint Communications

Account / Description	Current Budget	Change	Amended Budget	Comments
Expenditures / Uses of Funds				
10-13-238-00 Dispatch & Emergency Mgmt	328,162.50	16,000.00	344,162.50	Dispatching Services for Sedalia Police and Sedalia Fire Departments
Total Expenditure Change		<u>16,000.00</u>		
		<u>(16,000.00)</u>		Net Increase (Decrease) In Projected Fund Balance

Sedalia Police Department
DEPARTMENTAL MEMORANDUM
Office of the Chief of Police

To : City Administrator Matthew Wirt

From : Chief David Woolery_____

Date : January 15th, 2025

Ref : Joint Communication Budget Amendment

The City of Sedalia contracts with the Pettis County Joint Communication Center to provide dispatching services for Sedalia Police and Sedalia Fire Departments.

In 2024 all participating entities agreed that if JCOMM's operating costs exceeded the contractual billing amounts, each contributing organization would provide an additional \$16,000.

City Administration has reviewed JCOMM's financials and confirmed a need for the additional funding. Pettis County and Pettis County Ambulance District have both paid the additional \$16,000 each.

I recommend a budget amendment for \$16,000 to meet JCOMM's operating costs in 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 General Fund must be increased by a total of \$27,876.64 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. Vehicle repairs, offset partially by insurance proceeds.

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 January 21, 2025

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 VEHICLE REPAIRS.**

**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 21st day of January 2025.

Presiding Officer of the Council

Approved by the Mayor of said City this 21st day of January 2025.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

Exhibit A
City of Sedalia
FY25 Budget Amendment 1/21/2025 Police Vehicle Repairs

Account / Description	Current Budget	Change	Amended Budget	Comments
Revenues / Source of Funds				
10-00-510-00 Misc Income - Insurance	(29,990.00)	(21,893.39)	(51,883.39)	Insurance Proceeds
Total Revenue Change		<u>(21,893.39)</u>		
Expenditures / Uses of Funds				
10-13-222-02 Vehicle Repairs	42,000.00	27,876.64	69,876.64	Vehicle Repairs
Total Expenditure Change		<u>27,876.64</u>		
		<u><u>(5,983.25)</u></u>		Net Increase (Decrease) In Projected Fund Balance

Sedalia Police Department
DEPARTMENTAL MEMORANDUM
Office of the Chief of Police

To : City Administrator Matthew Wirt

From : Chief David Woolery_____

Date : January 16th, 2025

Ref : Vehicle Repair Budget Amendment

Sedalia Police Department has encountered several large vehicle repairs this year that have impacted the budget to the point of depletion.

Below is a list of the substantial repair cost and short description of the issue:

Repair cost: \$14,688.10 An intoxicated suspect rear ended UOB427 while officers were stopped at a stop light. Insurance Paid: \$13,688.10.

Repair Cost: \$9,225.29 An officer struck another vehicle at a stop light. Insurance Paid: \$8,225.29.

Repair cost: \$3,963.25 Pending engine replacement on a patrol vehicle we bought from the Kansas Highway Patrol.

The total cost of repairs was/is \$27,876.64 with a total insurance amount paid of \$21,893.39

I recommend we recognize the insurance revenue of \$21,893.39 and I recommend a budget amendment for the total overall repair cost of \$27,876.64 in SPD account 10-13-222-02 Vehicle Repairs

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE VACATING AN ALLEY EAST OF PROPERTY LOCATED AT 501-503 SOUTH ENGINEER AVENUE.

WHEREAS, The City of Sedalia has received a request from ICSTARS LLC, owner of real property known as 501-503 South Engineer all of which abuts said alley, to vacate the existing alley east of this property; a copy of said request is attached hereto and incorporated herein.

WHEREAS, the City does not utilize the alley for trash service and no underground utilities exist within the alley.

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

Section 1. It is hereby found and determined that an alley East of property located at 501-503 South Engineer in the City of Sedalia, Missouri, should be and the same is hereby vacated.

Section 2. The City Clerk is hereby directed to file in his office said ordinance after recording said ordinance with the Pettis County Recorder of Deeds.

Section 3. 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 21st day of January, 2025.

Presiding Officer of the Council

Approved by the Mayor of said City this 21st day of January, 2025.

ATTEST:

Andrew L. Dawson, Mayor

Jason S. Myers
City Clerk



Let's Cross Paths

MEMORANDUM

TO: City Council
FROM: Bryan Kopp, CBO, CFM Community Development Director
DATE: 1-16-25
SUBJECT: Request to Vacate Alley Easement
APPLICANT: ICSTARS LLC

Description of Request: Applicant requests that an existing alley easement be vacated to the east of their property located at 501-503 S Engineer, Sedalia, MO. Owner is renovating the existing building for multi-family use and requires space to provide off-street parking spaces as required by ordinance.

Land Use Review: The subject property has an existing building on it that is not habitable. The property is zoned C-1 and is not in the floodplain. Properties to the north and west are zoned C-1, and properties to the south and east are zoned R-1. All are compatible with the multifamily use of the subject lot.

Staff Recommendation: Staff recommends the request be approved for the following reasons:

1. The alley is not in use for trash services and there are no underground utilities within.
2. The proposed use of the existing building is compatible with the surrounding zoning and property uses.
3. The City of Sedalia Comprehensive Plan indicates that this area is designated for residential development.
4. The renovation and development of the property would be in the general interest of the public as it aligns with the community goals outlined in the comprehensive plan.

PETITION TO VACATE ALLEY

Comes now the Petitioner, ICSTARS LLC, by and through Executive Member, Jennifer Winter, and for its petition to vacate streets, streets rights-of-way, and alleys.

1. This is a petition to vacate alley property owned by the city of Sedalia, situated east of petitioner's property located at 501-503 S Engineer street, Sedalia, MO
2. Petitioner seeks to improve property at the address noted above. Construction has been initiated per plans previously approved by the City of Sedalia in 2023 with investments exceeding \$100,000 to thus far.
3. On May 10, 2022, Petitioner met with representatives for the City of Sedalia regarding requirements. In attendance were John Simmons, Devin Lake and Brenda Ardrey. During this meeting, at the suggestion of Brenda Ardrey, these representatives of the City of Sedalia requested the alley on the east side of the property be vacated
4. Per subsequent discussion with Brenda Ardrey, the alley is not in use by the City for trash services and there are no in ground utilities along the alleyway. City of Sedalia advised the petitioner that vacating the alley would also improve the known vagrant issue and keep pedestrian traffic along the street.
5. Petitioner inquired in writing on May 10, 2022 if the City of Sedalia required a letter requesting the alley was required and received no response from the City of Sedalia .
6. In the May 10, 2022 meeting, parties agreed that all efforts will be made to fit the required 16 parking spaces, 2 per apartment, onto the site. Due to the nature of the site and limited space available, The City acknowledged being willing to work with the Petitioner and grant an exception to the required number of parking spaces and/or utilize compact only parking spaces if the site cannot support the required amount of parking spaces A site plan produced by Broadfoot Engineering, LLC was submitted and approved by the City of Sedalia.
7. Attached is technical drawing of the alley as described on Page C3 of **501 & 503 S. Engineer Renovation Sedalia Missouri** renovation plans as approved by the City of Sedalia and additional drawings, plat map and legal descriptions.
8. Petitioner seeks relief to vacate alley as described.



Jennifer Winter, ICSTARS LLC
149 NW County Rd OO, Warrensburg, MO 64093

Layers
Map

Search
Zoom Search
Results
Comp Results
Parcel Report
Photometry Imagery

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Layer List Legend

Quick Links:

- [View Map](#)
- [Property Search](#)

Layers:

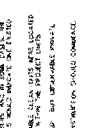
- Political Townships
- PLS Townships
- Corporate Limits
- Sections
- Quarter Quarters
- PLS Corners
- Subdivisions
- Blocks
- Lots
- Parcel Numbers
- Parcels
- Railroads
- Railroad Right-of-Way
- Roads
- Right-of-Way
- Solls
- Voting Districts Layers
- Economic Development
- FEMA Flood Hazard
- Orthophotography (2024)
- Ambulance Voting Districts 2024
- Architecture Districts

152003130004000

ECSTARR, INC
5015 ENGINEER
 Acres: 0.13
 Value: \$9,000

View: East, District: Election Jurisdiction: Cassette Lines

12-12-2018 10:00 AM



Robert Rollings Architects, LLC
 606 W. 5th Street
 Suite 200
 Phoenix, AZ 85001
 Phone: 602.412.5181
 Fax: 602.412.5182



INSITU
 2400 BELLAVILLE CENTER DRIVE, SUITE 103
 COCHISE COUNTY, AZ 85626
 COCHISE COUNTY LICENSE # 2017-0001

GROCKETT ENGINEERING CONSULTANTS
 1000 N. CENTRAL AVENUE, SUITE 100
 PHOENIX, AZ 85004
 LICENSE # 2017-0001



Broughton Engineering, LLC
 1000 N. CENTRAL AVENUE, SUITE 100
 PHOENIX, AZ 85004
 LICENSE # 2017-0001



PHOENIX, ARIZONA, U.S.A.
 REGISTERED PROFESSIONAL ENGINEER
 NO. 123456789
 EXPIRES 12/31/2020

501 & 503 ENGINEER RENOVATION
 501 & 503 ENGINEER
 10888 N. 19th Avenue
 Phoenix, AZ 85021

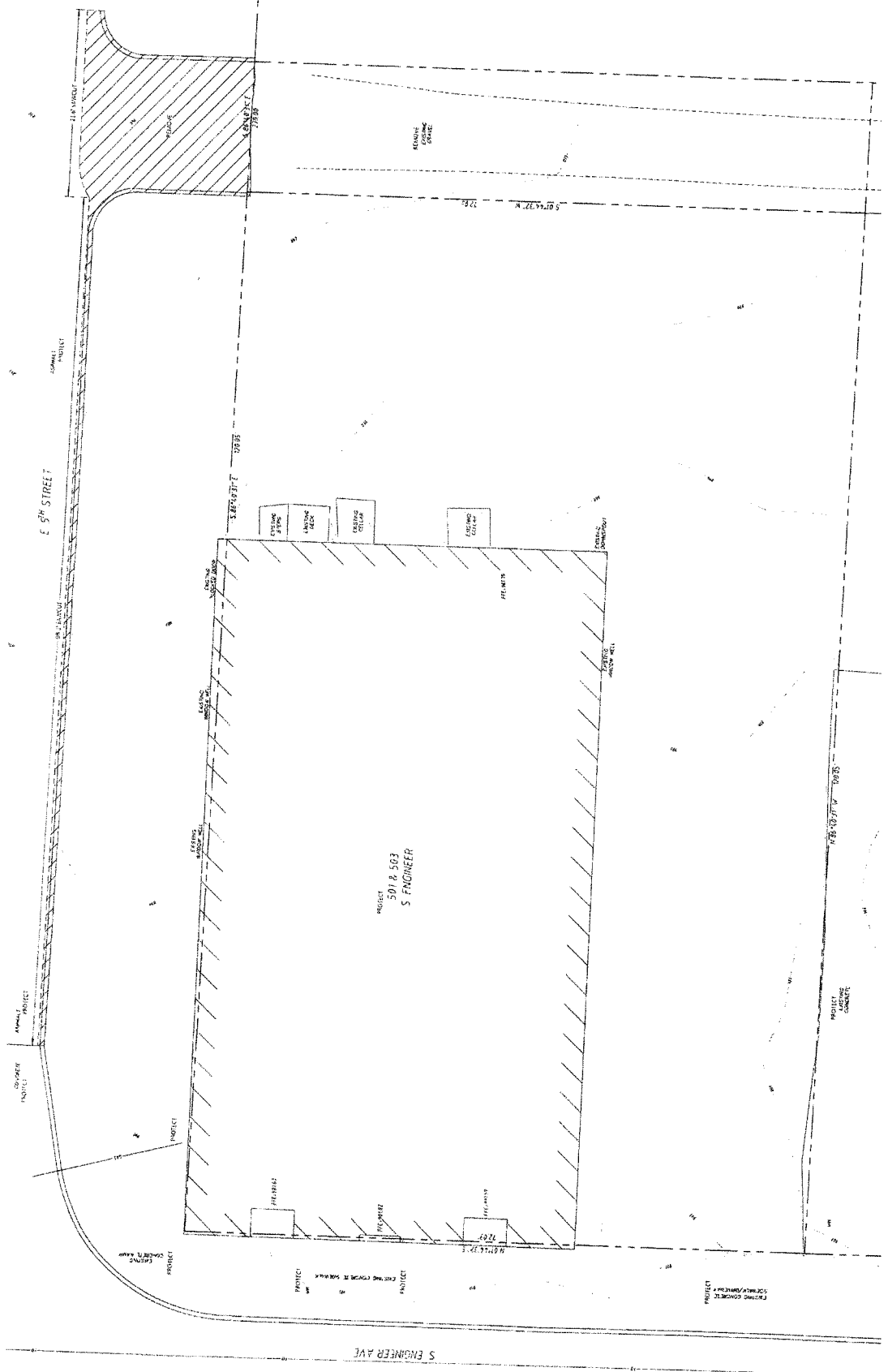
EXISTING CONDITIONS & DEMOLITION PLAN
 SHEET NO. 101
 DATE: 12/12/2018

C2

GENERAL NOTES:
 1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL UTILITIES AND STRUCTURES PRIOR TO CONSTRUCTION.
 2. ALL UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT CONSTRUCTION.
 3. ALL UTILITIES SHALL BE REINSTALLED TO ORIGINAL OR BETTER CONDITIONS.
 4. ALL UTILITIES SHALL BE LOCATED AND IDENTIFIED BEFORE ANY CONSTRUCTION BEGINS.
 5. ALL UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT CONSTRUCTION.
 6. ALL UTILITIES SHALL BE REINSTALLED TO ORIGINAL OR BETTER CONDITIONS.

LEGEND:
 EXISTING CONCRETE
 EXISTING MASONRY
 EXISTING METAL
 EXISTING WOOD
 EXISTING GLASS
 EXISTING STEEL
 EXISTING OTHER

DEMOLITION NOTES:
 1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL UTILITIES AND STRUCTURES PRIOR TO CONSTRUCTION.
 2. ALL UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT CONSTRUCTION.
 3. ALL UTILITIES SHALL BE REINSTALLED TO ORIGINAL OR BETTER CONDITIONS.
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 6. ALL UTILITIES SHALL BE REINSTALLED TO ORIGINAL OR BETTER CONDITIONS.



REGISTERED PROFESSIONAL ENGINEER
 LICENSE NO. 10000



Robert Rollings Architects LLC
 800 WEST BROADWAY
 SUITE 200
 DENVER, CO 80202
 PHONE: 303.733.8888
 FAX: 303.733.8888



STANDARD
 2400 BLYTHE AVENUE, SUITE 101
 DENVER, CO 80202
 PHONE: 303.733.8888

GROCKETT
 ENGINEERING CONSULTANTS
 1000 17TH AVENUE, SUITE 1000
 DENVER, CO 80202
 PHONE: 303.733.8888



Bradshaw Engineering LLC
 1000 17TH AVENUE, SUITE 1000
 DENVER, CO 80202
 PHONE: 303.733.8888



STATE OF COLORADO
 PROFESSIONAL ENGINEER
 LICENSE NO. 10000

STATE OF COLORADO
 PROFESSIONAL ENGINEER
 LICENSE NO. 10000

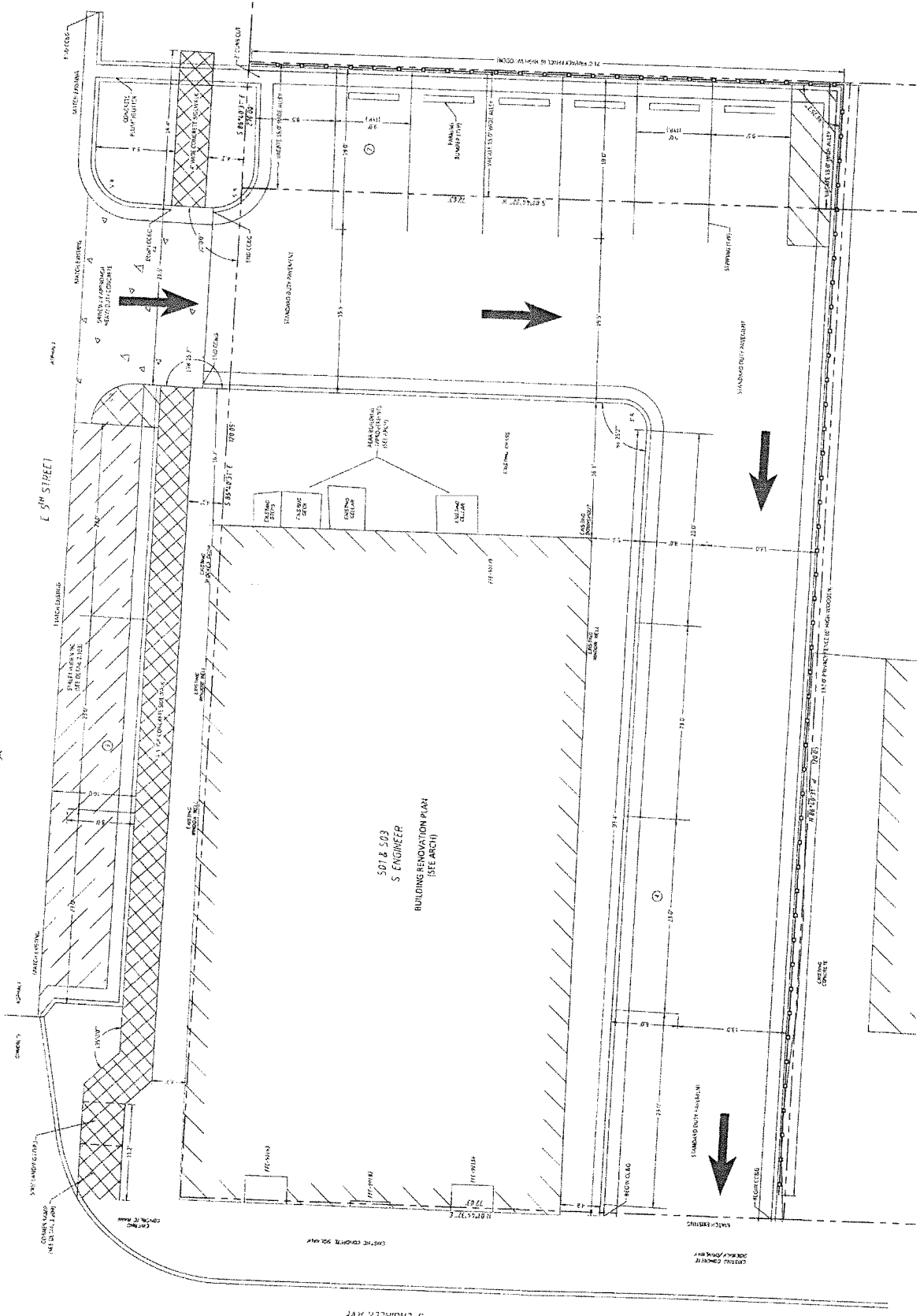
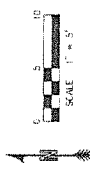
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5 ENGINEER AV

CS

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE VACATING A DRAINAGE EASEMENT ON PROPERTIES
LOCATED AT 5305 AND 5205 WEST MAIN STREET.**

WHEREAS, The City of Sedalia has received a request to vacate a drainage easement on lots at 5305 and 5205 West Main; a copy of said request is attached hereto and incorporated herein.

WHEREAS, said property is currently vacant land and the drainage easement would permit future development.

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

Section 1. It is hereby found and determined that the drainage easement found on lots at 5305 and 5205 West Main in the City of Sedalia, Missouri, should be and are hereby vacated.

Section 2. The City Clerk is hereby directed to file in his office said ordinance after recording said ordinance with the Pettis County Recorder of Deeds.

Section 3. 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 21st day of January, 2025.

Presiding Officer of the Council

Approved by the Mayor of said City this 21st day of January, 2025.

ATTEST:

Andrew L. Dawson, Mayor

Jason S. Myers
City Clerk



MEMORANDUM

TO: City Council
FROM: Bryan Kopp, CBO,CFM Community Development Director
DATE: 1-16-25
SUBJECT: Request to Vacate Drainage Easement
APPLICANT: Thompson Meadows Industrial Park

Description of Request: Applicant requests that an existing drainage easement on lots at 5305 and 5205 W Main Street, Sedalia, MO be vacated to facilitate future development.

Land Use Review: The subject property is currently vacant land. The lots are zoned M-2 and are not in the floodplain.

Staff Recommendation: Staff recommends the request be approved for the following reasons:

1. An engineered design has been provided to manage the calculated waterflow.
2. The engineered design provides alternative stormwater easements.

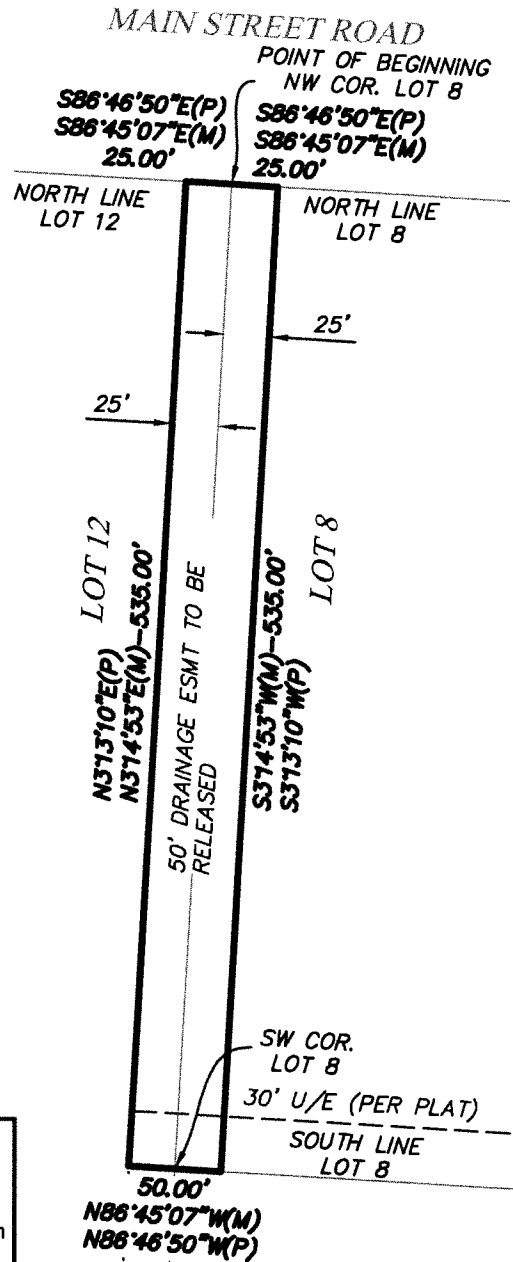
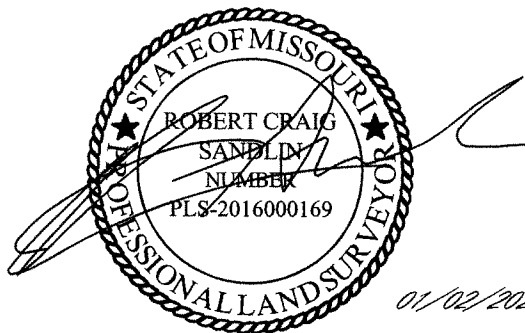
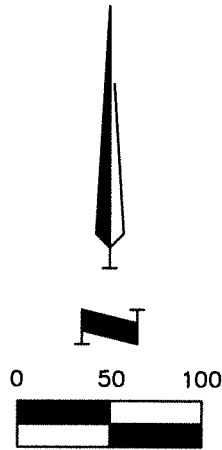
EXHIBIT A

All that part of Lot 8 and Lot 12, THOMPSON MEADOWS INDUSTRIAL PARK, a subdivision of land in the City of Sedalia, Pettis County, Missouri, more particularly described as follows:

Beginning at the Northwest corner of said Lot 8 also being the Northeast corner of Lot 12; thence S 86° 45' 07" E along the North line of said Lot 8, a distance of 25.00 feet; thence S 3° 14' 53" W, a distance of 535.00 feet, to a point on the south line of said Lot 8; thence N 86° 45' 07" W, along the south line of said Lot 8 and it's westerly extension, a distance of 50.00 feet; thence N 3° 14' 53" E, a distance of 535.00 feet to a point on the North line of said Lot 12; thence S 86° 45' 07" E along said North line, a distance of 25.00 feet to the Point of Beginning.

The above-described tract contains 26,750 sq. ft. or 0.614 acres more or less.

All bearings stated herein are Missouri State Plane West Zone NAD83 Datum.



Beyond Surveying	29390 W 119th St Olathe, KS 66061 Main: 913-717-8538 www.beyondsurveying.com	
	PROJECT NO. 2024-0081	DATE 12/29/2024

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A SPECIAL WARRANTY 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 special warranty deed attached hereto and incorporated by reference.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves the giving of a special warranty deed by the City of Sedalia, Missouri to _____ for the conveyance of property commonly known as _____ as more fully described in such deed, in substantially the same form and content as proposed.

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 21st day of January, 2025.

Presiding Officer of the Council

Approved by the Mayor of said City this 21st day of January, 2025.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk