



**City Council Meeting Agenda**  
**Monday, February 3, 2025 – 6:30 p.m.**  
**City Hall, 200 South Osage, Sedalia MO**

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**MAYOR: ANDREW L. DAWSON**

**MAYOR PRO-TEM: TINA BOGCESS**

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- A. CALL TO ORDER** – Mayor Dawson – Council Chambers
- B. LEGISLATIVE PRAYER & PLEDGE OF ALLEGIANCE**
- C. ROLL CALL**
- D. SERVICE AWARDS**
  - 1. Domanick Bradford – Equipment Operator II Mow Crew – Sanitation – 5 years of service
- E. SPECIAL AWARDS/ RETIREMENT AWARDS** - None
- I. APPROVAL OF PREVIOUS SESSION MINUTES**
  - A.** Council Meeting – January 21, 2025
  - B.** Special Council Meeting – January 27, 2025
- II. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES** - None
- III. ROLL CALL OF STANDING COMMITTEES**
  - A. FINANCE / ADMINISTRATION** – Chairwoman Tina Boggess; Vice Chairman Thomas Oldham
    - 1. Presentation: Scott Joplin International Ragtime Foundation: Annual Report (John Simmons, Presenter) Rescheduled from January 6, 2025 Council Meeting
  - B. PUBLIC WORKS** – Chairman Bob Hiller; Vice Chairwoman Tina Boggess
    - 1. Change Order #1 – Storm Drainage Improvements – Genesis Environmental Solutions – Project Area #13 – Deduction of \$24,334.68  
  
Council Discussion led by Chairman Hiller
      - Call for Ordinance Authorizing Change Order Number One for Storm Drainage Improvements Project Area #13 – Mayor Dawson
    - 2. Cooperative Agreement – Department of Conservation – Management of Springfork Lake Property  
  
Council Discussion led by Chairman Hiller
      - Call for Ordinance authorizing a cooperative agreement for the management of Springfork Lake property – Mayor Dawson
  - C. PUBLIC SAFETY** – Chairman Jack Robinson; Vice Chairman Steve Bloess
    - 1. Budget Amendment & Quote Acceptance – Police Vehicle bid – WK Chrysler Dodge Jeep Ram of Sedalia – \$44,657.00  
  
Council Discussion led by Chairman Robinson
      - 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 Purchase – Mayor Dawson

O Call for Ordinance Approving and Accepting a quote for the purchase of a vehicle for the Police Department – Mayor Dawson

**2. Commitment to Public Safety and Crime Reduction**

Council Discussion led by Chairman Robinson

R Call for Resolution to demonstrate the City of Sedalia’s commitment to public safety and crime reduction – 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

O Call for Ordinance repealing Ordinance Number 12203 and enacting a new Ordinance vacating an alley east of property located at 501-503 South Engineer Avenue – Mayor Dawson

**IV. OTHER BUSINESS**

**A. APPOINTMENTS** - None

**B. LIQUOR LICENSES**

Renewals:

\*Gloria Ayala dba Tacos Degollado, 813 Thompson Blvd., Liquor by the Drink & Sunday Sales, \$750

\*Gloria Ayala dba Don Jose, 735 West Main, Liquor by the Drink & Sunday Sales, \$750

\*Gloria Ayala dba El Espolon, 2400 South Limit Suite J, Liquor by the Drink & Sunday Sales, \$750

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

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

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

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

**B.** Discussion of closed items

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

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

**VIII. ADJOURN MEETING**

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

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

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

Click on any agenda item to view the related documentation

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

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

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

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

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

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

United States (Toll Free): 1 866 899 4679

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

United States: +1 (669) 224-3318

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

Access Code: 578-973-061

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

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

**POSTED ON JANUARY 31, 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 Monday, February 3rd, 6:30 p.m.

**Finance/Administration** – There is one item for consideration through the Finance/Administration Committee.

1. John Simmons will provide an annual report and presentation for the Scott Joplin International Ragtime Foundation.

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

1. The City has received Change Order Number 1, the final change order, for the Storm Drainage Improvements Project Area #13, covering the approximate area from 9th and Hancock to 12th and Montgomery. The project faced multiple challenges, requiring close monitoring by city staff to ensure compliance and performance. Following a staff review and assessment of performance issues, the change order includes a deduction of \$24,334.68. This adjustment accounts for finalized unit quantities and liquidated damages applied due to the contractor's inability to complete the work within the agreed timeframe.
2. Following the presentation by Jake Willard from the Missouri Department of Conservation (MDC) on potential improvements to the Springfork Lake property, the City Council provided direction for staff to proceed. As a result, staff collaborated with MDC to reach an agreement on the project's scope and objectives. This partnership focuses on restoring and maintaining the lake's prairie and grassland ecosystems, with MDC leading ecological restoration efforts such as invasive species control and prescribed burns. Moving forward, the City staff will continue working with MDC to develop a plan for timber harvesting if deemed feasible. Additionally, MDC and the City will implement a detailed management plan, with annual progress reports to ensure long-term sustainability. This collaboration aims to preserve Springfork Lake as a natural and recreational resource for future generations. Staff recommends acceptance of the agreement.

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

1. The Sedalia Police Department lost a patrol vehicle after it was struck while responding to an emergency. An insurance assessment deemed the vehicle a total loss, and the department received \$40,761.00 in compensation. A bid process was conducted, resulting in one bid from WK Chrysler of Sedalia for a replacement vehicle at \$44,657.00, which aligns with state contract pricing for police vehicles. Staff recommends accepting the bid. Since neither the

insurance revenue nor the vehicle purchase was included in the FY25 budget, staff also recommends a budget amendment to allocate the necessary funds for the purchase.

2. The Blue Shield Program is a newly established statewide initiative to recognize and support local governments committed to public safety. This program, administered by the Missouri Department of Public Safety, acknowledges local governments that have demonstrated a commitment to law enforcement, crime reduction, and community engagement. Eligible local governments must meet specific criteria, including passing resolutions in support of public safety, making significant investments in law enforcement, implementing community policing initiatives, and maintaining compliance with Missouri statutes related to policing.

By establishing this resolution, we are taking the necessary steps to secure the Blue Shield designation for our police department. This designation will not only recognize our commitment to public safety but also make our department eligible for state programs that provide valuable support for law enforcement. These programs may include grant opportunities, funding for public safety initiatives, and resources to enhance crime reduction efforts, further strengthening our ability to serve and protect the community.

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

1. During our review of a recent alley vacation process at 501-503 S. Engineer, we realized that one adjacent property owner was unintentionally overlooked. To correct this, we are bringing the ordinance back to City Council to repeal the original approval and adopt a revised version that includes all affected property owners. This ensures the process is handled fairly and everyone impacted is accounted for. Bringing this back for correction reflects our commitment to fairness and proper procedure, ensuring all property owners are included in the decision.

As previously discussed, ICSTARS LLC requests to vacate the city-owned alley east of 501-503 S. Engineer to support its multi-family housing renovation and meet off-street parking requirements. The C-1 zoned property is undergoing \$100,000+ in renovations, including 16 parking spaces. The alley is unused for trash services and has no underground utilities. The project aligns with zoning regulations and the City of Sedalia Comprehensive Plan, and city staff recommends approval.



Let's Cross Paths

CITY OF SEDALIA, MISSOURI
CITY COUNCIL MEETING
JANUARY 21, 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"

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The Council of the City of Sedalia, Missouri duly met on January 21, 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, Name, Status. Rows include Jack Robinson, Thomas Oldham, Chris Marshall, Tina Boggess, Bob Hiller, Bob Cross, Rhiannon Foster, Steve Bloess.

SPECIAL AWARDS

Fire Department Pinning: Fire Chief Matt Irwin presented a Firefighter badge to Antonio Erwin. Firefighter Erwin has met all the requirements to wear the badge and possesses a strong drive and determination to not only become a firefighter, but to excel.

SERVICE AWARDS/RETIREMENT AWARDS: None

MINUTES: The Council Meeting minutes of January 6, 2025 were approved on motion by Oldham, seconded by Robinson. All in Favor.

The Strategic Planning Session minutes of January 11, 2025 were approved on motion by Oldham, Seconded by Robinson. All in favor.

UNFINISHED BUSINESS:

- > City Attorney, Joe Lauber gave a presentation addressing questions and clarifying details about the Chapter 353 Redevelopment Plan Midtown Residential Area. 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 Chapter 353 incentives, addressed misconceptions, and provided Council the necessary information. An ordinance is being brought back before council to include the Midtown area.

BILL NO. 2024-227, ORDINANCE NO. 12190 – 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 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”.

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES: None

ROLL CALL OF STANDING COMMITTEES:

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

**Financial Update:** Finance Director Jessica Pyle stated that Sales and Use Taxes are up Fiscal Year to Date \$825,000.00 or 5.4% over last Fiscal Year to Date. An increase of 4% was budgeted and the City is over Budget \$210,000.00. The Marijuana tax collection began in October 2023. Marijuana Taxes represent one month of reporting in the last fiscal year plus this Fiscal year. Franchise tax includes the April 2023 Charter settlement for streaming class action suit. Prior fiscal year the City received \$377,818.00 and it is the primary reason for the difference between this Fiscal year and last. The remaining \$180,000.00 decrease is related to the natural gas tax at a decrease of 38.5%. Transportation taxes are higher fiscal year to date as a result of increase Gas Tax of 9.2% over last Fiscal Year. An increase of 3.5% was experienced in Vehicle Sales tax and is higher than last year. Vehicle fees are flat. Property Taxes collected through December are higher than the same period last year and the City will show more receipts in January.

## **Presentation: Sedalia-Pettis County Economic Development: Annual Report**

Jessica Craig, Executive Director Sedalia-Pettis County Economic Development, presented the 2024 Annual Report. Economic Development has worked with companies to expand or build new facilities resulting in 1,045 new jobs, 1,763 retained jobs, \$424 Million in new capital investments and an average salary of \$46,674.00.

2024 Economic Development Successes:

**Prysmian Group** - \$45.5 Million expansion; 115,000 new square feet construction complete; commissioning new equipment; 60 new jobs; 215 retained jobs.

**City Electric Supply** – launched new regional facility in Sedalia; \$1.5 Million Capital Expenditures; 10 new jobs; downtown Sedalia on Main Street; open house August 2024.

**Impact Signs** – Grand Opening of new location September 2024; New Headquarters and manufacturing in Thompson Meadows Industrial Park; 60,000 square feet; 5.5 acres; \$10 Million Capital Expenditures; 45 retained jobs.

**Ditzfeld Transfer** – new Headquarters facility on Oak Grove Lane; \$1.1 Million Capital Expenditures; 2 new jobs; 60 retained jobs.

**Simcote Inc.** – completed construction of new 67,000 square foot manufacturing facility (epoxy coating of rebar); 35 new jobs; \$18 Million Capital Expenditures; Ramp-up and hiring currently.

**Manufacturer’s Milestone Banquet** – 10 existing businesses with 5-year milestones ranging from 10-70 years, over 200 attendees; 17 local businesses sponsored the Banquet to support milestones of nine local businesses and Economic Development.

In 2024, Economic Development facilitated 16 Business Retention and Expansion meetings with area business leadership; responded to 18 requests for proposals for businesses seeking new locations; led 11 In-person site and virtual site visits for prospective new businesses; 1 pending business expansion announcement and 1 pending new business announcement.

**2025 Plans and Opportunities:**

- New location at 108 West Pacific, Suite 203 inside Historic Lamy Building.
  - Changed accounting firms and platforms
  - New Office and Communications Coordinator – Sydnae Cavness.
- Council voted to direct staff to draft ballot language for a proposed one-eighth of one percent sales tax to fund infrastructure improvements. The measure, if approved by voters, would provide dedicated funding for a period of five years. Councilman Bloess wants to ensure that funds go back to the allocation process that has worked since 2000. The allocation was received until 2023 when current Commission began withholding it and started a Grant process. The issue is that the previous language had a 5-year sunset but current language doesn't. Mr. Bloess stated he feels the best option is to get the wording revised in a fair way to benefit everyone prior to the date ballot language must be finalized and submitted to County Clerk. If the Commission would not agree to language revision, the next alternative is the one-eighth of one percent sales tax, sunsetting in 5 years. It would generate \$1 Million each year to restore reserves and improve streets, roads and bridges, particularly a new viaduct. If the tax passes or fails, Council can decide on how to move forward.

BILL NO. 2025-7, ORDINANCE NO. 12191 – 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 was read once by title.

2<sup>nd</sup> Reading – Motion by Oldham, 2<sup>nd</sup> by Foster. Roll Call Vote: Voting “Yes” were Robinson, Hiller, Cross, Foster and Bloess. Voting “No” Oldham, Marshall and Boggess. All in Favor.

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

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

- The 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.

BILL NO. 2025-8, ORDINANCE NO. 12192 – AN ORDINANCE AUTHORIZING AN AGREEMENT FOR INSURANCE BROKERAGE SERVICES was read once by title.

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

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

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

**PUBLIC WORKS** – Chairman Bob Hiller; Vice Chairwoman Tina Boggess

**Strategic Planning Presentation – Parks & Recreation**

Parks and Recreation Director Amy Epple stated the Department’s mission is “to provide programs, facilities and services that will enhance the quality of life for all Sedalia citizens”.

**2024 Achievements:**

Expansion Light up Liberty	Liberty Stadium improvements in progress
Bat Houses installed across the parks	100 Trees Planted – 50 at Katy Park for 50 <sup>th</sup> Anniv.
151 Lifeguards certified	New flower beds – Clover Dell
1,093 Baseball/Softball Games played	398 Swim lesson participants



33,389 Drop-ins at Heckart Community Center	Added "Barrel of Monkeys" – Art in the Park
23,179 Walkers at Heckart Community Center	5,076 Fitness Classes offered
Groundbreaking at Katy Park – new playground	Disc Golf Improvements – Clover Dell
Polar Express – First year	Centennial Park Bridges repaired
Esports – 625 Participants	Heckart Community Center opened 5,174 hours
Santa & Mrs. Clause – 8 special appearances	Rapidly growing Parks Department
120+ Flower beds added/improved Citywide	LED Light Phase 2 completed
Clover Dell Lake improvements	71 participants reached new goals with Couch to 5K

**Strategic Planning:**

**Memory Lanes:** Partnerships between Sue Heckart and Park Department for bowling alley; will be connected to aquatic facility on East Side of town; construction to be completed Fall 2026.

**Accomplishments and Awards:** 2024 Best of Sedalia Gym and Fitness Center; 2024 Best of Sedalia Community Theater; Partnership with CHS "Brew Crew" coffee at Heckart Community Center.

**Staff:** 34 Full-time; addition of 1 Full Time Program Coordinator FY 2025-2026; over 100 Part-time (Training & Certifications); Minimum Wage increase \$100,000.00 to FY2025-2026; fee structure increase FY26-27

**Special Projects:** Rollover from FY24-25 – includes Katy Park playground, Hubbard ballfield (backstop and seats), Liberty Stadium, Liberty Park Boulevard (drainage and parking). New – Liberty Park, Pond, and playground, Outdoor aquatics center, Increase Security and Cameras and Collaboration with Public Works on Trails.

**3 Year Goals:** Outdoor Aquatic Facility May 2027; Bark Park on East Side; Centennial Splash Pad and Pickleball Courts Summer 2028; New Playground Vermont; Soccer Field Improvement Phase 1 and 3.

**5 Year Goals:** New Maintenance Shop; Sand Volleyball Courts; LED lights Phased in Park; More parking at Housel; Soccer Field and Light Improvements completed; 10-minutes Walk to Park study; Trail connection.

**10 Year Goals:** Add on to Heckart Community Center (2 additional gyms); Futsal Court added at Housel; Field study for more baseball and softball fields.

- The Sedalia Convention & Visitors Bureau notified the City of a 50/50 grant through the Missouri Department of Tourism to fund wayfinding signage. The Bureau requested the City's support to apply for the grant. The effort was successful, securing \$30,000 in grant funding with a \$30,000 match. Staff is requesting approval of the grant agreement and a budget amendment to meet the matching funds requirement.

**Presentation - Wayfinding Signage Grant**

Kyle Herrick stated he and Carolyn Crooker, Director of the Sedalia Area Chamber and Visitors Bureau, were notified of the Grant program for wayfinding signage. Since the Grant deadline was December 31, 2024, a quick turnaround was required. The Grant was approved, however, before acceptance of the funds, a match is required from the Grant partner and it made sense to ask the City to be that partner. During the Budget process, the City allocated \$100,000.00 toward wayfinding signage. The Grant is 50/50 so that would mean a match of \$30,000.00 from the City for a combined total of \$60,000.00. An answer is required by the end of January. If we accept the funding and agree to the project, it must be completed in accordance with the guidelines for the Grant. If not, Chamber Visitors Bureau would lose all future Department of Tourism funding which accounts for half of the CVB's budget. The project would include large-scale gateway signs and smaller directional signs. Local architects have already designed signs for the City and the City's sign shop can make the signs. Pole fabrication would be

put out for bid, City team would install final signs and if approved, CVB would work with the City on locating signs at potential locations.

RESOLUTION NO. 2122 – 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. 2025-9, ORDINANCE NO. 12193 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2024-2025 REGARDING WAYFINDING SIGNAGE was read once by title.

2<sup>nd</sup> Reading – Motion by Oldham, 2<sup>nd</sup> by Bloess. All in Favor.

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

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

BILL NO. 2025-10, ORDINANCE NO. 12194 – AN ORDINANCE AUTHORIZING A GRANT AGREEMENT FOR WAYFINDING SIGNAGE was read once by title.

2<sup>nd</sup> Reading – Motion by Cross, 2<sup>nd</sup> by Foster. All in Favor.

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

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

- The Street Division has encountered substantial and unplanned repair costs totaling \$65,977.99. 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. To address these unplanned expenses, staff is requesting a \$90,000 budget amendment.

RESOLUTION NO. 2123 – 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. 2025-11, ORDINANCE NO. 12195 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2024-2025 REGARDING STREET VEHICLE AND EQUIPMENT REPAIRS was read once by title.

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

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

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

- 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. Matz Properties Partnership has provided the necessary easement documents, and staff recommends acceptance and recording of the easement with Pettis County

BILL NO. 2025-12, ORDINANCE NO. 12196 – AN ORDINANCE APPROVING AND ACCEPTING A PERMANENT SANITARY SEWER RIGHT-OF-WAY EASEMENT FOR PROPERTY LOCATED AT 2540 SOUTHWEST BOULEVARD was read once by title.

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

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

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

- Change Order #2 from S&A Equipment and Builders, LLC, is for the storm drainage improvement project in Area 35 (S. Beacon Ave. and W. 13th St.). 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.

BILL NO. 2025-13, ORDINANCE NO. 12197 – AN ORDINANCE AUTHORIZING CHANGE ORDER NUMBER TWO FOR STORM DRAINAGE IMPROVEMENTS PROJECT AREA #35 was read once by title.

2<sup>nd</sup> Reading – Motion by Boggess, 2<sup>nd</sup> by Oldham. All in Favor.

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

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

- The City is preparing to replace water main piping along South Grand between West 20th and West 24th. The City solicited bids for the project and TB Dozing and Excavating, LLC, is recommended as the lowest, best bid to complete the work at a cost of \$386,738.

BILL NO. 2025-14, ORDINANCE NO. 12198 – AN ORDINANCE AUTHORIZING AN AGREEMENT FOR GRAND AVENUE WATER MAIN REPLACEMENT was read once by title.

2<sup>nd</sup> Reading – Motion by Oldham, 2<sup>nd</sup> by Robinson. All in Favor.

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

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

- City Engineer Chris Davies has been updating agreements with cell service providers for water tower usage as current agreements expire. One 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 February 28, 2025. To address outdated terms and align with current market values, a new lease has been drafted. The proposed agreement includes an initial five-year term starting March 1, 2025, with four optional five-year extensions. The monthly rent will be \$1,767.28.

BILL NO. 2025-15, ORDINANCE NO. 12199 – AN ORDINANCE AUTHORIZING A TOWER AND GROUND SPACE LEASE was read once by title.

2<sup>nd</sup> Reading – Motion by Oldham, 2<sup>nd</sup> by Robinson. All in Favor.

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

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

- Staff has encountered another delay in final repairs for the Central Wastewater Treatment Plant Aeration Improvements project. 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. 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. 2 to extend the substantial completion date to February 28, 2025, without additional costs.

BILL NO. 2025-16, ORDINANCE NO. 12200 – AN ORDINANCE AUTHORIZING CHANGE ORDER NO. 2 FOR TIME EXTENSION ON CENTRAL PLANT AERATION IMPROVEMENTS was read once by title.

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

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

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

**PUBLIC SAFETY** – Chairman Jack Robinson, Vice Chairman Steve Bloess

- Pettis County Joint Communications Center, which provides dispatching services for Sedalia Police and Fire, ended FY24 with a funding shortfall. In 2024, all participating entities, including Pettis County and 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 additional funding has been confirmed. Pettis County and 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.

RESOLUTION NO. 2124 – 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. 2025-17, ORDINANCE NO. 12201 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2024-2025 REGARDING JOINT COMMUNICATIONS was read once by title.

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

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

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

- The Sedalia Police Department has experienced significant, unplanned vehicle repair costs from accidents and mechanical failures. 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. Staff recommends recognizing the \$21,893.39 insurance reimbursement and approving a budget amendment to cover the full repair cost of \$27,876.64.

RESOLUTION NO. 2125 – 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 Foster. All in Favor.

BILL NO. 2025-18, ORDINANCE NO. 12202 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2024-2025 REGARDING POLICE VEHICLE REPAIRS was read once by title.

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

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

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

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

- ICSTARS LLC has submitted a request to vacate the city-owned alley located east of property at 501-503 South Engineer. The purpose is to facilitate renovation of the property into multi-family housing and provide off-street parking. The property, which is zoned C-1, is undergoing a substantial renovation with investments exceeding \$100,000. The renovation plans include 16 parking spaces. The alley is not currently used for trash services, and no underground utilities are present.

BILL NO. 2025-19 – ORDINANCE NO. 12203 – AN ORDINANCE VACATING AN ALLEY EAST OF PROPERTY LOCATED AT 501-503 SOUTH ENGINEER AVENUE was read once by title.

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

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

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

- 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.

BILL NO. 2025-20 – ORDINANCE NO. 12204 – AN ORDINANCE VACATING A DRAINAGE EASEMENT ON PROPERTIES LOCATED AT 5305 AND 5205 WEST MAIN STREET was read once by title.

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

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

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

APPOINTMENTS: None

BIDS: Grand Avenue Water Main Replacement – December 19, 2024

LIQUOR LICENSES:

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

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

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:

Councilman Bloess commended the Street Department for their hard work during the recent inclement weather.

Mayor Dawson read the following letter verbatim:

“Dear Members of the City Council:

I am writing to officially inform you of my decision to veto Bill No. 2025-7, Ordinance 12191 which proposes placing an 1/8 cents sales tax on the April Ballot. This decision reflects my concern for the economic wellbeing of Sedalia residents, businesses as well as accountability of the Government tax measures. The reasons are as follows:

1. The economic burden on residents. Adding a 1/8 cents sales tax at this time would place additional strain on Sedalia’s working families, many of whom are already facing an increased cost of living. It is our responsibility to consider the financial impact of any tax proposal and insure it is necessary, justified and equitably implemented.
2. Clarification of the Washington Street Bridget project. This tax has been presented as necessary for the repair and replacement of the Washington Street Bridge, however, the repair is already moving forward. I have repeatedly confirmed that with staff, no additional funds will expedite its completion. As the timeline is determined by the Engineering firm HE Bar. We may need additional funds in the future for the replacement of the Washington Street Bridge but we should have a well defined plan in place before asking the voters for additional revenue.

3. Concerns about the Counties ½ of 1% sales tax. I also strongly oppose the Counties proposal to renew its ½ cent sales tax while removing the sunset clause. Sunset clauses are critical for accountability and give the voters a periodic opportunity to evaluate the success and impacts of tax measures. Removing this safeguard denies voters their voice. Furthermore, in 2023 and 2024, Sedalia residents saw no tangible benefits from the County's ½ cent sales tax. Despite the ballot language, this tax will be used for the purpose of improving and maintaining County roads and for streets, sewer, water and stormwater projects in municipalities located within Pettis County. I am of the opinion that it is unreasonable to ask taxpayers to continue to fund it indefinitely without controls on how the money will be spent. Placing the burden of an additional 1/8 cents sales tax on the ballot will not address the underlying issue and only further burden tax payers.
4. The need for alternative revenue strategies. Before pursuing additional sales taxes, we must explore alternative funding sources such as Grants, partnerships or reallocating existing resources. It is vital that we approach taxation with a clear plan that demonstrates how the funds will benefit our community.

For these reasons I cannot support placing an 1/8 cent sales tax on the April ballot. I encourage the Council to find alternative solutions that protect the financial interests of Sedalia's residents and businesses while addressing our City's needs in a responsible manner."

Mayor Dawson stated that his veto sets a Veto override session. Possible date of the Session is Monday, January 27, 2025, however, Council will be contacted to confirm a date.

#### GOOD & WELFARE:

Harry Hoffert, 1408 South Barrett, stated that for 8 City trucks to quit at the same time is a fleet and assuming there is a strong preventative maintenance plan, it would be rare to happen. He has heard that the City is also low on drivers. He commented the City needs to mandate snow route laws to avoid damage to City equipment and personal property.

Debbie Covington, 2601 East 12<sup>th</sup>, stated the City has been denying the voters their voice for a while. Live stream of Council meetings was just started but Committee meetings have yet to be live streamed. Regarding 353 Redevelopment Plan, Ms. Covington stated that at the Council meeting December 16, 2024, Mr. Newell with Lauber Municipal Law reported the incentive was a tool for the City to acquire properties and the public was not eligible for abatement. On January 6, Mr. Lauber stated you must sell your property to the Corporation to trigger tax abatement then they sell it back to property owner. On the agenda it stated that the title to the property must be transferred to a qualified Redevelopment Corporation to receive tax abatement. Regarding the 1/8 cents sales tax, on January 6, Councilman Bloess asked for the tax measure to be placed on the ballot, Thursday he went to the County to speak about road and bridge tax, Friday a press release put out stating that the County is allotting \$400,000.00 toward the bridge repair and committed \$450,000.00 for the Road and Bridge tax to the City. Lauber Law filed an appeal to the law suit that Friday. She asked that comments during live streaming not be removed or muted and that the Clerk's office quit denying her the right to inspect records.

Albert Reine, Jr., 1022 West 7<sup>th</sup>, requested that Mayor put the tax on the ballot and let the voters decide. He knows that the City is working on the bridge but it is not fair to the City to deny them the right to decide. He also would like to see Committee meetings live streamed and Code enforcement work with citizens so they don't get out in bad weather and try to fix issues to avoid penalties and taxes.

The meeting adjourned at 8:11p.m. on motion by Oldham, seconded by Foster to a closed-door meeting in the upstairs conference room pursuant to subsections 1 (Legal Advice), 2 (Real Estate) and 12 (Negotiated Contracts) of Section 610.021 RSMo. Roll Call Vote: Voting "Yes" were Robinson, Oldham, Marshall, Boggess, Hiller, Cross, Foster and Bloess. No one voted "No".

The regular meeting reopened at 9:25 p.m. on motion by Oldham, seconded by Robinson.

ROLL CALL:

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

BUSINESS RELATED TO CLOSED DOOR MEETING:

BILL NO. 2025-21, ORDINANCE NO. 12205 – AN ORDINANCE APPROVING A SPECIAL WARRANTY DEED FOR THE SALE OF PROPERTY COMMONLY KNOWN AS 633 EAST BROADWAY BOULEVARD FROM THE CITY OF SEDALIA, MISSOURI TO MCDONALD’S USA, LLC, A DELAWARE LIMITED LIABILITY COMPANY was read once by title.

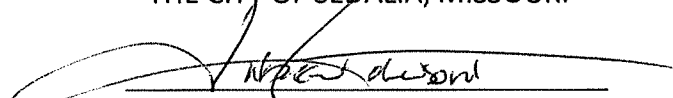
2<sup>nd</sup> Reading – Motion by Oldham, 2<sup>nd</sup> by Robinson. All Present in Favor. Marshall was Absent.

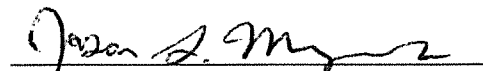
Final Passage – Motion by Foster, 2<sup>nd</sup> by Robinson. All Present in Favor. Marshall was Absent.

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

The regular meeting adjourned at 9:27 p.m. on motion by Oldham, seconded by Robinson. All Present in Favor. Marshall was Absent.

THE CITY OF SEDALIA, MISSOURI

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

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



CITY OF SEDALIA, MISSOURI
SPECIAL COUNCIL MEETING
JANUARY 27, 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"

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The Council of the City of Sedalia, Missouri duly met in special session on Monday, January 27, 2025 at 12:00 p.m. at the Municipal Building in the Council Chambers with Mayor Andrew L. Dawson presiding. Mayor Dawson called the meeting to order.

ROLL CALL:

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

Mayor Dawson stated the purpose of the meeting is to discuss his opposition to Bill No. 2025-7 which proposes a 1/8 cent sales tax on the April 2025 ballot. In Missouri cities of the third class, a Mayor may veto proposed legislation passed by the City Council by returning an approved Bill without signature and submitting objections outlining the reasons for Veto. Mayor Dawson's reasons for opposition are: Economic Burden on residents; Clarification of the Washington Street Bridge project; Concerns about the County's One-half of One percent sales tax proposition; Need for Alternative Revenue strategies. In accordance with section 77-270 RSMo., Bill No. 2025-7 now stands reconsidered.

BILL NO. 2025-7 – 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.

A two-thirds majority, or six votes, is required to override the Veto. Motion by Cross, seconded by Hiller to the question "Shall the bill pass, the objections of the Mayor thereto notwithstanding?" Councilman Cross stated that after consideration, he has changed his position on the 1/8 cent sales tax. He was in support of it but that was under the understanding that it was necessary for the Washington Street Bridge project. Since the project is currently ongoing and the tax is not needed for that purpose, he will support a Veto. He is also concerned about the 3rd Ward and the financial burden the tax would cause. Taxation should not be the first option and agrees with Mayor Dawson about the transparency of tax revenue use. Councilwoman Boggess stated that she is also for the Veto and added that his is not the time for placing the tax on the ballot. Councilman Bloess stated that the current Railroad overpass needs fixed as quick as possible, however, we need another viaduct east of the Washington Street bridge for additional access. That will require a feasibility study and the City, County, Highway Department and Railroad involved. That is where the money would go, not to the Washington Street Bridge. Tax dollars could be utilized toward a second viaduct and development of the East side. He stated that the City could present the 1/8 cent sales tax on the ballot to voters, not pass the 1/2 cent tax by the County and thereby reduce taxes. Councilman Bloess agrees with Mayor's concerns about the



County's ½ of one percent tax while removing sunset clause. He feels the best way to proceed is end the lawsuit and join the debate regarding the County's ½ of one percent sales tax.

Roll Call Vote: No one voted "Yes". Voting "No" were were Robinson, Oldham, Boggess, Hiller, Cross, Foster and Bloess. All present in favor. Marshall was absent. The Mayor's Veto is sustained and Bill No. 2025-7 does not become law.

The special meeting adjourned at 12:15 p.m. on motion by Foster, seconded by Cross to a closed-door meeting in the upstairs conference room pursuant to subsection 1 (Legal Advice) of Section 610.021 RSMo. Roll Call Vote: Voting "Yes" were Robinson, Oldham, Boggess, Hiller, Cross, Foster and Bloess. No one voted "No". All Present in Favor. Marshall was absent.

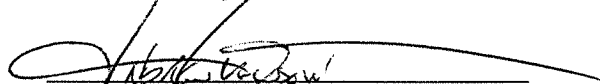
The regular meeting reopened at 12:45 p.m. on motion by Oldham, seconded by Robinson.

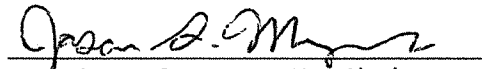
ROLL CALL:

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

The regular meeting adjourned at 12:46 p.m. on Motion by Oldham, seconded by Robinson. All present in favor. Marshall was absent.

THE CITY OF SEDALIA, MISSOURI

  
Andrew L. Dawson, Mayor

  
Jason S. Myers, City Clerk

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

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

**AN ORDINANCE AUTHORIZING CHANGE ORDER NUMBER ONE FOR STORM DRAINAGE IMPROVEMENTS PROJECT AREA #13.**

**WHEREAS**, the City has received change order number 1 from Genesis Environmental Solutions for Storm Drainage Improvements Project Area #13; and

**WHEREAS**, under the change order, the City of Sedalia shall receive a deduction in the amount of Twenty-four Thousand Three Hundred Thirty-four Dollars and Sixty-eight Cents (-\$24,334.68) for finalized unit quantities and liquidated damages applied to the Contractor for work not completed within the contracted amount of time 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 1 by and between the City of Sedalia, Missouri and Genesis Environmental Solutions 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 3<sup>rd</sup> day of February 2025.

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

Approved by the Mayor of said City this 3<sup>rd</sup> day of February 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](http://www.sedalia.com)

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To: Matthew Wirt, Interim City Administrator  
Through: Chris Davies, City Engineer  
From: Jeremy Stone, Public Works Project Manager  
Date: January 27, 2025  
Subject: 2021-160A Storm Drainage Improvements Project Area 13-Change Order #1

The Public Works Department has received Change Order #1 request (attached) from Genesis Environmental Solutions, Inc. for the above mentioned project, which is located in the area of S. Hancock Avenue between E. 9<sup>th</sup> Street and E. 12<sup>th</sup> Street and S. Montgomery Avenue 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.

Change Order #1 details the finalized unit quantities actually installed during the construction process. Change Order #1 also lists the liquidated damages applied to the Contractor due to work not completed within the contracted amount of time.

The total deduct for Change Order # is \$24,334.68, which would decrease the total project cost from \$455,691.47 to \$431,356.79.

Thank you for your consideration.



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

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

**AN ORDINANCE AUTHORIZING A COOPERATIVE AGREEMENT FOR THE MANAGEMENT OF SPRINGFORK LAKE PROPERTY.**

**WHEREAS**, the City of Sedalia, Missouri, has received a proposal to enter into a cooperative agreement with the Missouri Department of Conservation for the management of Springfork Lake property as more fully described in the proposed agreement attached and incorporated by reference herein.

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

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

**Section 2.** The Mayor or City Administrator is authorized and directed to execute and the City Clerk is hereby authorized and directed to execute the agreement in substantively the same form and content as the agreement has been proposed.

**Section 3.** The City Clerk is hereby directed to attest and fix the seal of the City of Sedalia, Missouri on the agreement, and to file in his office a copy of the agreement after it has been executed by the parties or their duly authorized representatives.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 3<sup>rd</sup> day of February, 2025.

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

Approved by the Mayor of said City this 3<sup>rd</sup> day of February, 2025.

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

ATTEST:

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

COOPERATIVE AGREEMENT NO 7620  
BY AND BETWEEN  
THE MISSOURI DEPARTMENT OF CONSERVATION  
(DEPARTMENT)  
AND  
CITY OF SEDALIA  
(PARTNER)

**NAME OF PROJECT: MANAGEMENT OF SPRING FORK LAKE PROPERTY**

**A. PURPOSE**

THIS Cooperative Agreement (hereinafter referred to as the "Agreement") for management of the lands surrounding Spring Fork Lake, made this \_\_\_ day of \_\_\_\_\_, 2025 between THE CITY OF SEDALIA, with its office at 200 S Osage Ave, Sedalia, MO 65301 (hereinafter referred to as the "City"), and THE MISSOURI DEPARTMENT OF CONSERVATION, with its office at 2901 W. Truman Blvd., Jefferson City, Missouri 65102 (hereinafter referred to as the "Department").

WITNESSETH:

WHEREAS, the City holds fee title to the land in Pettis County, within the State of Missouri, surrounding a 115 acre lake known as Spring Fork Lake that is used by the City for public fishing and recreation; and does not currently have sufficient staff or resources to fully manage these tracts of land so as to maximize the potential for conservation of land and wildlife for future generations to enjoy; and

The Department has the expertise and physical capability to manage these lands to achieve these goals, and achievement of such goals is in the interest of conservation of natural resources for future generations of citizens and taxpayers in Missouri.

In order to best achieve these goals, the City and the Department agree to the terms and conditions set forth in this agreement.

**B. PARTNER DELIVERABLES**

Partner agrees to:

1. Provide clearly visible and mutually understood property boundary markings.
2. Provide the Department and its staff, contractors, and volunteers to have reasonable and routine access to the premises to be managed hereunder, throughout the term of this Agreement and any extension thereof.
3. Provide and manage for all public use including area maintenance, and upkeep and maintenance of all infrastructure.
4. Collaboratively develop and approve annual work plans.
5. Provide recognition as appropriate of cooperative project.

### **C. MDC DELIVERABLES**

Department agrees to:

1. It is understood that the primary purpose for the City's ownership of the property included in this Agreement is to maintain it as a managed ecological community for recreational, scientific, educational, and aesthetic purposes as detailed in the management plan.
2. Collaboratively manage with the City the natural resources within the property, with an emphasis on woodland restoration and management, and invasive species control, for these purposes as detailed in the management plan.
3. Collaboratively prepare with the City a plan of use and management for the property, and the parties shall consult annually on management actions and plan revisions. The management plan will be prepared after detailed, on-the-ground inspection and will outline specifically the various management practices that are to be carried out by the Department within the general guideline of protecting, restoring, reconstructing, and managing the native woodland ecosystem.
4. Provide annual work plans and progress reports by December 31 for each year of the Agreement. Annual work plans will include a list of tasks to be accomplished for each year, burn plans, and map(s) with areas under restoration or reconstruction.
5. In specifying vegetative management practices, mechanical or thermal treatments will generally receive first consideration over chemical controls.
6. Not use or authorize the use of any herbicides, insecticides, or other chemicals on the property without the prior written approval of the City or as provided for in the applicable management plan. Any authorized use of such herbicides or insecticides shall be done in strict compliance with applicable federal, state, and local laws and regulations.
7. Provide for management activities, including supervision of labor with staff, contractors, or volunteers, which will include but not limited to prescribed burning, mechanical or chemical treatment of woody species, and control of unwanted non-native vegetation.
8. Where consistent with the management plan, work may be contracted by the Department to private contractors to perform management as outlined in the management plan and annual work plan. No such temporary contract shall have a term greater than one (1) year, and in the event that this Agreement terminates for any reason, all such contracts shall also terminate following completion. Contractors shall be chosen on their ability to carry out the terms of the management plan, their holding of liability insurance and their experience and record managing native prairie tracts.
9. Ensure equipment used by Department staff has been cleaned and is free of undesirable seeds and debris before bringing in from other locations.
10. Limit vehicular or equipment access to that which is necessary for land management and the performance of other official duties.
11. Ensure Department staff, contractors, and volunteers do not create ruts during wet weather events.
12. The Department, with prior written approval with the City, may temporarily close to the public portions of the property to safely perform management activities.
13. Provide and erect a Welcome sign for the property entrance to recognize and credit the City and the Department for the cooperative project.

#### **D. PARTIES AND CONTACTS**

##### **City of Sedalia**

Matthew Wirt  
200 S. Osage Ave  
Sedalia, MO  
660-827-3000  
[mwirt@sedalia.com](mailto:mwirt@sedalia.com)

##### **Missouri Department of Conservation**

MDC Contact:

Jake Willard, District Supervisor  
Sedalia MDC Office  
2000 S. Limit, Sedalia, MO 65301  
(660) 530-5500, ext. 4825  
[Jake.Willard@mdc.mo.gov](mailto:Jake.Willard@mdc.mo.gov)

or

Debra Burns, Regional Administrator  
Kansas City Regional Office 12405 SE Ranson Road  
Lee's Summit, MO 64082 (816) 622-0900, ext. 1250  
[Debra.Burn@mdc.mo.gov](mailto:Debra.Burn@mdc.mo.gov)

#### **E. AGREEMENT PERIOD**

This Agreement shall be in effect from 2/3/2025 to 2/2/2026. This Agreement may be renewed for up to four one-year renewals contingent upon mutual agreement and available funding.

#### **F. APPROPRIATION**

Funds must be appropriated for each fiscal year and the grant/agreement shall not be binding upon the Department for any period in which funds have not been appropriated or approved by the Conservation Commission.

#### **G. REPORTING REQUIREMENTS**

The below-referenced reports shall contain mutually agreed-to information.

The Department shall provide an annual report at the end of each calendar year by December 31 including but not limited to; current year management activities, a cumulative observed plant list, list of Elements of Occurrence Records (EOR's) submitted, list of herbicides used with locations shown on a map, and general observations of the property. All reports shall be sent electronically to all the City contacts listed in this Agreement.



All reports shall be sent electronically to all the Department contacts listed in this Agreement.

**H. MONITORING REQUIREMENTS**

District Supervisor Jake Willard will be responsible for monitoring the Agreement and will be responsible for coordination, planning, reporting, and monitoring the activities covered under this Agreement on behalf of the Department. Their contact information is included in Section.

**I. TERMINATION**

The Department retains the right to terminate this Agreement at any time, without penalty or recourse, by giving written notice at least thirty (30) days prior to the effective date of the termination.

**J. APPLICABLE TO GOVERNMENT ONLY: APPLICABLE LAWS AND REGULATIONS, HOLD HARMLESS**

Partner shall comply with all local, state, and federal laws and regulations related to the performance of this Agreement to the extent that the same may be applicable to the entity. Partner agrees to assume all risks associated with the activities performed under this Agreement. Partner agrees to hold harmless the Department, the Conservation Commission, and its agents and employees, from any claim or suit arising out of, in connection with, this Agreement and the activities performed under this Agreement. Nothing in this Agreement shall constitute a waiver of sovereign immunity.

**K. AMENDMENTS TO THIS AGREEMENT**

Amendments to this Agreement must be mutually agreed upon and in writing by the Parties.

**L. ATTACHMENTS**

All Agreements submitted for signature must be accompanied by a listing of board members and officers for non-governmental organizations.

A- Legal Description/Deeds

B- Map of Spring Fork Lake

**M. USE OF EQUIPMENT**

The Department, contractors, and volunteers will be allowed to use motorized and non-motorized equipment necessary to accomplish restoration and reconstruction activities outlined in the annual work plan such as chainsaws, sprayers, ATVs, UTV's, skid steer loader and attachments, tractors with attachments, bull hog, etc. The Department shall be responsible for training all its employees and volunteers in proper and safe operation of any and all Department equipment that the participants use.

**APPROVAL:**

**MISSOURI DEPARTMENT OF CONSERVATION**

\_\_\_\_\_  
John Tuttle

\_\_\_\_\_  
Assistant Deputy Director – Resource Management

\_\_\_\_\_  
(Date)

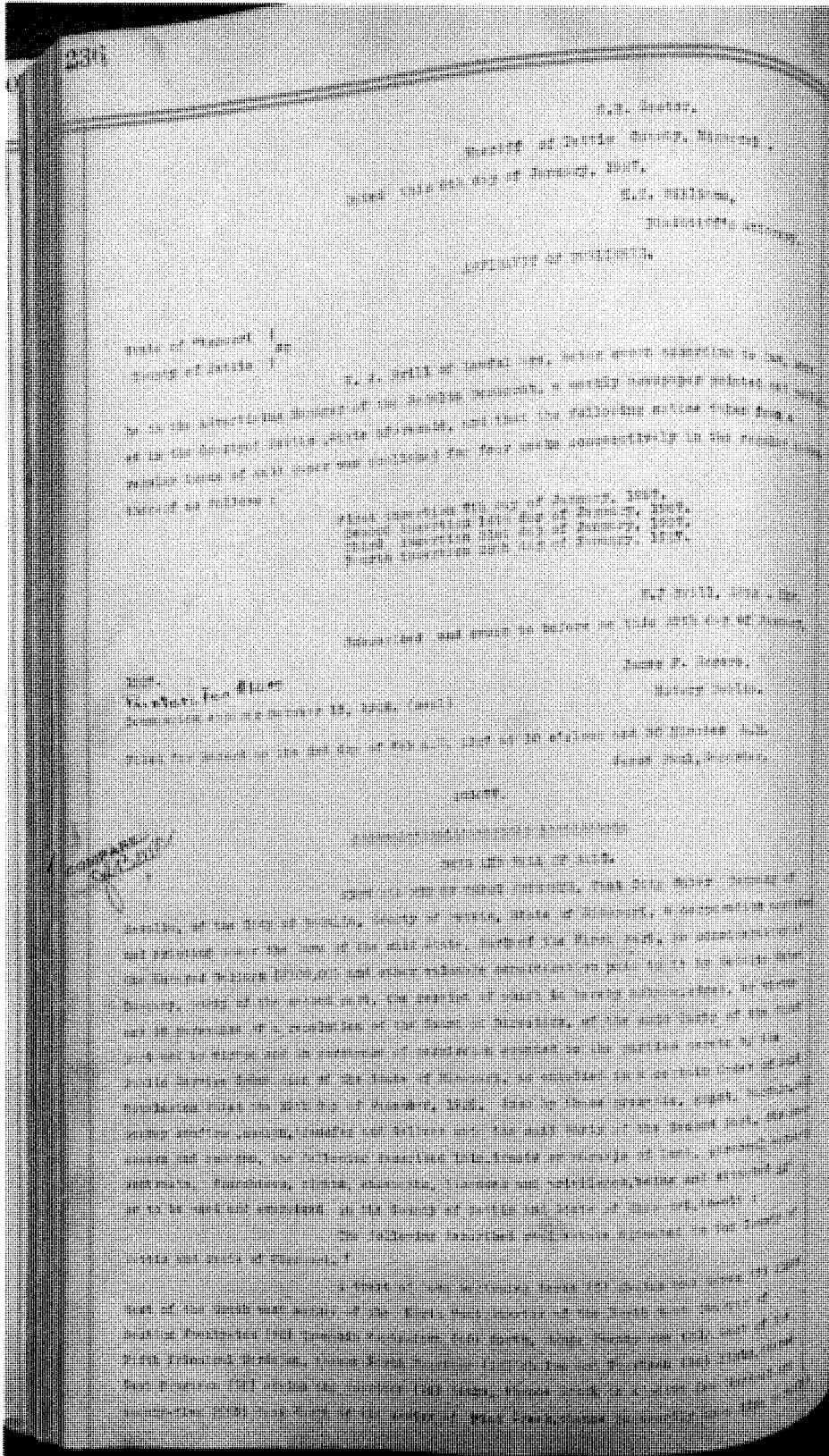
**City of Sedalia**

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

ATTACHMENT A - Legal Description\Deeds



...and the Hundred and Twenty-five (125) feet North from the center of said creek to the  
...the Fifty (50) feet North of the center of same thence Westward said creek to a point the Hundred  
...and One Hundred and Fifty (150) feet from the center of same thence Westward as a line parallel to  
...said center line thence North to the center of said creek to the center line of  
...said creek to a point lying directly North of the point of beginning, thence  
...North to the point of beginning containing thirty (30) acres, more or less.

A tract of land beginning from (1) the East and Seven (7) lines  
...of the South East corner of the Northwest quarter of the South East quarter of said  
...section Twenty (20) of the Township of ... thence running East then North and Fifty  
...one Hundred and Fifty (150) feet, thence running West along said section Twenty  
...to the place of beginning, containing ten and thirty eight and seven (38 7/8) feet

Five (5) acres off of the North side of the Northwest quarter of the  
...Southwest quarter of Section Number Twenty two (22) in Township Number Twenty-five (25)  
...of Range Number Twenty-two (22) East described as follows:

Beginning at the Northwest corner of the said Northwest quarter of the  
...of the Northwest corner of said Southwest quarter of the said Northwest quarter of the  
...the South East of that corner, thence East along the North East of said East creek to a  
...point due North of the point of beginning, thence North to the place of beginning, contain-  
...ing five (5) acres more or less.

Lot Number Sixteen (16) in Block Number Twenty-two (22) of Section  
...Twenty-two (22) within the City of ...

Being a part of the South East quarter of Section Number Fifty (50)  
...Township Number Twenty-five (25) North of Range Number Twenty-two (22) East of the Fifth  
...Principal Meridian in the County of ... State of Missouri.

Lot Number One (1) in Block Number Fifteen (15) of Range and Section's  
...the Addition of the City of ...

Being a part of the Northwest quarter of the Northwest quarter of  
...Section Number Three (3) in Township Number Twenty-five (25) North of Range Number Twenty-  
...two (22) East of the Fifth Principal Meridian in the County of ... State of  
...Missouri.

The North East quarter of Section Number ... Township ... East  
...of Range ...

THIRTY (30) acres off of the West side of the South half of Lot  
...of the North East quarter of Section Number ... Township ... East of the  
...Fourth Principal Meridian of the North half of the East half of the Northwest quarter of Section  
...Number (1) described as follows: Beginning at the Northwest corner of said North East  
...quarter of the East half of Section Number (1), thence East along said North East quarter  
...four (4) acres, thence North seven hundred and ten (710) feet to a stake, thence West Five  
...hundred and Twenty (520) feet to the Northwest side, thence North Seven hundred and Ten  
...feet to the point of beginning, containing ten and thirty eight and seven (38 7/8) acres  
...more or less.

The North East quarter of the North East quarter of the South East  
...quarter of Section Number ... Township ... East of the  
...Fifth Principal Meridian, containing ten (10) acres.

The Northwest quarter of the Northwest quarter of Section Number ...  
...of Range ...







built, laid purchases or in any way acquired in or about the construction, maintenance and operation of the water works plant of the Company in said County of Pettis, and now located on the real estate herein ~~more~~ described or in or on any street, avenue, road, alley and public grounds in Pettis County, Missouri, also all water works rights, privileges, powers and franchises which may be granted to or conferred by the State of Missouri, or the said City of Sedalia, upon the Company or upon any of the prior owners of the water works plant now or hereafter owned by or operated by the Company in and near the said City of Sedalia in the State of Missouri or which may hereafter be so granted or conferred and the franchise of every name and nature, rights of way and privileges for supplying the inhabitants of said City of Sedalia, and vicinity thereof with water for public, private and domestic use and other purposes and all the income, rents, profits emoluments and moneys derived or to be derived from the said water works plant and property, and all and singular the entire estate and property, real, personal and mixed, now owned or which may hereafter be acquired by the Company, and all the rights and franchises of every name and nature and kind of the Company now owned or which may hereafter be acquired by it, it being the intention of the grantor herein that it shall convey to the Sedalia Water Company all of its property real, personal and mixed of every character and description now and enjoyed by it in its business in maintaining and <sup>operating</sup> operating a water supply for the said City of Sedalia, Missouri.

TO HAVE AND TO HOLD, the premises aforesaid with all the singular the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining, and To Have and To Hold all and singular the said goods, chattels, franchises, easements, rights, and privileges unto the said party of the Second Part, its successors and assigns forever.

The said party of the first part hereby covenants that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed that it has a good right to convey the same; that said premises are free and clear of any incumbrance upon or suffered by it or those under whom it claims, excepting a certain mortgage dated March 1, 1925 by the City Water Company of Sedalia, to State Street Trust Company and John A. Lewis, Trustees, securing first mortgage Gold Bonds in the face amount of Five Hundred Fifty Thousand Dollars (\$500,000.00) and recorded in the office of the Recorder of Deeds of Pettis County, Missouri, and that it will warrant and defend the title to the said premises unto the said Party of the Second Part and unto its successors and assigns forever, against the lawful claims and demands of all persons whatsoever.

And the said Party of the First Part covenants with the Party of the Second Part that it is the lawful owner of the said goods, chattels, rights, privileges and franchises, that they are free from all incumbrances; that it has a good right to sell same as aforesaid; and it will warrant and defend the same against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the City Water Company of Sedalia said party of the First Part, has caused these presents to be signed by its President and attested by its Secretary and its corporate seal to be hereto affixed this 17th day of January, A.D. 1927.

City Water Company of Sedalia,

By W.D. Farlow, President

Attest L. E. Andrews, Secretary.

(Corp Seal)

State of Missouri )  
City of St. Louis )

On this 17th day of January, 1927, before me appeared E.L. Switzer,  
an personally known, who, being by me duly sworn did say that he is President of the  
City Water Company of St. Louis, and that the seal in the foregoing instrument in the name  
of said corporation and that said instrument was signed and sealed in behalf of  
said corporation by authority of its Board of Directors and said President acknowledged  
said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto set my hand and affixed my  
official seal the day and year above written.

My commission expires July 28th, 1928. (32621)  
Mableine J. Bailey  
Notary Public.  
Filed for Record on the 21st day of Feb. A.D. 1927 at 2 o'clock and 30 Minutes P.M.  
James Paul Recorder.

1927

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Release of Deed of Trust.

Chemical Bank of Great Springs, located at Great Springs Missouri, does hereby acknowledge  
full payment and satisfaction of the indebtedness secured by a certain deed of trust dated  
the 1st day of February A.D. 1916 executed by Robert Hodson, a widower and unmarried, B.C.  
Hodson, a single man, to secure a payment of \$1800.00 (Eighteen Hundred Dollars) and recorded  
in the office of the recorder of deeds in Pettis County, Missouri, in Book 304 at page 17,  
and does hereby fully release and discharge the real estate in said deed of trust described  
from the lien thereof.

In Witness Whereof, the said Company has caused this instrument to be signed  
by its president and corporate seal to be affixed this 2nd day of January A.D. 1927.  
Chemical Bank of Great Springs  
By E.L. Switzer, President  
(Over Seal)

State of Missouri )  
County of Pettis )

On this 2nd day of January A.D. 1927, before me, a notary public in and  
for said county, personally appeared E.L. Switzer, to me personally known and being by me  
duly sworn, did say that he is the President of the Chemical Bank of Great Springs, that the  
seal affixed to the foregoing instrument is the corporate seal of said corporation, and that  
said instrument was signed and sealed in behalf of said corporation, by authority of its  
Board of Directors; and said E.L. Switzer acknowledged said instrument to be the free act  
and deed of said corporation.

Witness my hand and official seal the day and year last above written.  
My Commission Expires May 27, 1928. (32621)  
E. P. Hall,  
Notary Public.  
Filed for Record this 25th day of Feb. A.D. 1927, at 1 o'clock and - Minutes P.M.  
James Paul Recorder.  
102723

\*\*\*\*\*



DEED AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, That SEDALIA WATER COMPANY, of the City of Sedalia, County of Pettis, State of Missouri, a corporation organized and existing under the laws of the State of Missouri, Party of the First Part, in consideration of One Dollar (\$1.00) and other valuable consideration paid and delivered to it by the City of Sedalia, a municipal corporation, of the State of Missouri, Party of the Second Part, the receipt of which is hereby acknowledged, by virtue and in pursuance of a resolution of the board of Directors of the said Party of the First Part, and by virtue and in pursuance of authorization granted to the said Party of the First Part by the Public Service Commission of the State of Missouri as embodied in a certain Order of the said Commission dated the 25th day of March, 1957, does by these presents convey, assign, transfer and deliver unto the said Party of the Second Part, its successors and assigns, the following described lots, tracts or parcels of land, personal property, contracts, franchises, rights, easements, licenses and rights-of-way tracts, being and situated and/or to be used and exercised in the County of Pettis, State of Missouri, to-wit:

The following describes real estate situated in the County of Pettis and State of Missouri:

A tract of land beginning Three (3) chains and Seven (7) links West of the South West corner of the North East quarter of the North West quarter, Section number Twenty Two (22), Township number Forty Five (45), Range number Twenty One (21), thence North Fourteen (14) chains and Fourteen (14) links, thence East Fourteen (14) chains and Fourteen (14) links, thence South to a point One Hundred Twenty Five (125) feet North of the center line of Flat Creek, thence Easterly in a line parallel to and One Hundred Twenty Five (125) feet North of the center of said creek to the East line of said quarter section, thence South across said creek to a point One Hundred Fifty (150) feet South of the center of same, thence Westerly on a line parallel to and One Hundred Fifty (150) feet from the center of said creek to the center line of said quarter section, thence North to the center line of said creek, thence West along the center of said creek to a point South of Beginning, thence North to Beginning. Containing Thirty (30) acres, more or less.

-2-

A tract of land beginning Three (3) chains and Seven (7) links West of the South East corner of the North West quarter of the North West quarter, Section number Twenty Two (22), Township number Forty Five (45), Range number Twenty One (21), thence running West Five Hundred Fifty (550) feet, thence running North Eight Hundred Seventy (870) feet, thence running East Five Hundred Fifty (550) feet, thence South Eight Hundred Seventy (870) feet to the place of beginning. Containing Ten and Nine Hundred Eighty Five One-thousandths (10,985) acres, more or less.

Five (5) acres off of the north side of the South West quarter of the north West quarter of Section number Twenty Two (22), in Township number Forty Five (45) North, of Range number Twenty One (21) West described as follows: Beginning at the North West corner of the South West quarter of the North West quarter of Section number Twenty Two (22), in Township number Forty Five (45) North, of Range number Twenty One (21) West of the Fifth Principal Meridian, running thence East to a point Three (3) chains and Seven (7) links West of the North East corner of said quarter quarter Section, thence South to the South bank of Flat Creek, the South bank of said Creek forming the line, thence Westward along the South bank of said Creek to a point due South of the beginning, thence North to the place of beginning. Containing Five (5) acres, more or less.

The South East quarter of the South West quarter and the South half of the North East quarter of the South West quarter and the South half of the North West quarter of the South East quarter and the East Three-fourths of the North half of the North West quarter of the South East quarter of Section number Twenty One (21) and all that part of the West half of the South West quarter of the South East quarter of said Section number Twenty One (21) lying West of the West prong of Spring Fork Creek, in Township number Forty Four (44) North, of Range number Twenty One (21) West of the Fifth Principal Meridian. Containing One Hundred One (101) acres, more or less.

The North half of the North West quarter of Section number Twenty Eight (28), in Township number Forty Four (44) North, of Range number Twenty One (21) West of the Fifth Principal Meridian. Containing Eighty (80) acres, more or less.

The South half of the North West quarter and the South West quarter of the North East quarter, also Thirty (30) acres off the North side of the North West quarter of the South East quarter and Sixty (60) acres off the North side of the North half of the South West quarter, all in Section number Twenty Eight (28), Township number Forty Four (44) North, of Range number Twenty One (21) West of the Fifth Principal Meridian. Containing Two Hundred Ten (210) acres, more or less.

-3-

The West half of the North West quarter of the North East quarter of Section number Twenty Eight (28), in Township number Forty Four (44) North, of Range number Twenty One (21) West of the Fifth Principal Meridian. Containing Twenty (20) acres, more or less.

Beginning at the North East corner of the South West quarter of the South East quarter of Section number Twenty One (21), in Township number Forty Four (44) North, of Range number Twenty One (21) West of the Fifth Principal Meridian, running thence West Six Hundred Sixty (660) feet, thence South Thirteen Hundred and Twenty (1320) feet to the South line of said quarter quarter section, thence East Two Hundred (200) feet, thence North One Hundred Fifty (150) feet, thence in a Northeasterly direction to a point on the East line of said quarter quarter section Four Hundred (400) feet north of the South line of said quarter quarter section, thence North to the place of beginning. Containing Seventeen and Thirty Six One-hundredths (17.36) acres, more or less.

The West half of the South West quarter of the South East quarter, except Six (6) acres, more or less, lying West of the West prong of Spring Fork Creek, in Section number Twenty One (21), Township number Forty Four (44) North, of Range number Twenty One (21) West of the Fifth Principal Meridian. Containing fourteen (14) acres, more or less.

Beginning at a stake in the hedge fence on the North line of the South One-fourth (1/4) of the North half (1/2) of the South West quarter of Section number Twenty Eight (28), in Township number Forty Four (44) North, of Range number Twenty One (21) West of the Fifth Principal Meridian, Twenty Nine and Sixty One-hundredths (29.60) chains East of the West line of the South West quarter of said Section, running thence South Four and Fifty Five One-hundredths (4.55) chains to a stake, thence South Fifty Seven (57) degrees and Thirty (30) minutes East Five and Thirty Three One-hundredths (5.33) chains, thence East Five and Thirty-Six One-hundredths (5.36) chains, thence North Seven and Eighty Five One-hundredths (7.85) chains to a stake in the hedge fence, thence West Nine and Eighty Three One-hundredths (9.83) chains to the place of beginning. Containing Seven (7) acres, more or less.

Beginning at a point in the North line of Second Street, One Hundred Thirty Four (134) feet and Two (2) inches in an Easterly direction from the East line of Washington Avenue, in the City of Sedalia, Missouri, running thence Easterly along the North line of said Second Street One Hundred Forty Seven (147) feet and Two (2) inches, thence Northerly and parallel with the East line of said Washington Avenue, One Hundred Twenty (120) feet to the South line of an alley, thence Westerly along the South line of said alley One Hundred Forty Seven (147) feet and Two

-3-

The West half of the North West quarter of the North East quarter of Section number Twenty Eight (28), in Township number Forty Four (44) North, of Range number Twenty One (21) West of the Fifth Principal Meridian. Containing Twenty (20) acres, more or less.

Beginning at the North East corner of the South West quarter of the South East quarter of Section number Twenty One (21), in Township number Forty Four (44) North, of Range number Twenty One (21) West of the Fifth Principal Meridian, running thence West Six Hundred Sixty (660) feet, thence South Thirteen Hundred and Twenty (1320) feet to the South line of said quarter quarter section, thence East Two Hundred (200) feet, thence North One Hundred Fifty (150) feet, thence in a northeasterly direction to a point on the East line of said quarter quarter section Four Hundred (400) feet north of the South line of said quarter quarter section, thence North to the place of beginning. Containing Seventeen and Thirty Six One-hundredths (17.36) acres, more or less.

The West half of the South West quarter of the South East quarter, except Six (6) acres, more or less, lying West of the West prong of Spring Fork Creek, in Section number Twenty One (21), Township number Forty Four (44) North, of Range number Twenty One (21) West of the Fifth Principal Meridian. Containing fourteen (14) acres, more or less.

Beginning at a stake in the hedge fence on the North line of the South One-fourth (1/4) of the North half (1/2) of the South West quarter of Section number Twenty Eight (28), in Township number Forty Four (44) North, of Range number Twenty One (21) West of the Fifth Principal Meridian, Twenty Nine and Sixty One-hundredths (29.60) chains East of the West line of the South West quarter of said Section, running thence South Four and Fifty Five One-hundredths (4.55) chains to a stake, thence South Fifty Seven (57) degrees and Thirty (30) minutes East Five and Thirty Three One-hundredths (5.33) chains, thence East Five and Thirty-Six One-hundredths (5.36) chains, thence North Seven and Eighty Five One-hundredths (7.85) chains to a stake in the hedge fence, thence West Nine and Eighty Three One-hundredths (9.83) chains to the place of beginning. Containing Seven (7) acres, more or less.

Beginning at a point in the North line of Second Street, One Hundred Thirty Four (134) feet and Two (2) inches in an Easterly direction from the East line of Washington Avenue, in the City of Sedalia, Missouri, running thence Easterly along the North line of said Second Street One Hundred Forty Seven (147) feet and Two (2) inches, thence Northerly and parallel with the East line of said Washington Avenue, One Hundred Twenty (120) feet to the South line of an alley, thence Westerly along the South line of said alley One Hundred Forty Seven (147) feet and Two

-5-

J. D. Green, a single man, E. M. Green and Henrietta Green, his wife, Rachel Knight and J. L. Knight, her husband, and Jesse H. Green, being the children of Jesse Green, deceased,	April 15, 1926	Book 325, Page 110
Henry H. Black and Larry H. Black, his wife Kemp Hieronymus, Guardian and Curator of Elizabeth Hieronymus, a minor	April 21, 1926	Book 325, Page 108
J. J. Keleher, a single man, and Denis C. Keleher, a single man	March 13, 1926	Book 325, Page 106
Charles L. Madleigh and Madye G. Madleigh, his wife	March 12, 1926	Book 325, Page 104
S. P. Harris and Harris, his wife	April 20, 1926	Book 325, Page 103
Charles Wingate and Claud H. Wingate, his wife	April 16, 1926	Book 325, Page 101
Denis Curran, Agnes Curran and Elizabeth Curran	April 17, 1926	Book 325, Page 99
T. L. Absher and Lucy Absher, his wife, Mill Meyer	April 19, 1926	Book 325, Page 98
Nick Alt and Margretha Alt, his wife	April 17, 1926	Book 325, Page 95
Michael J. Donahoe and Larry J. Donahoe, his wife	April 17, 1926	Book 325, Page 93
Missouri Pacific Railroad Company	April 17, 1926	Book 325, Page 123
Max Reicke and Minnie Reicke, his wife	March 12, 1926	Book 325, Page 94
	May 19, 1926	Book 325, Page 91

FORGE LINE EASEMENTS

John J. Cover and Lula Cover, his wife	April 26, 1907	Book 184, Page 357
Robert E. Warren, widower	April 26, 1907	Book 184, Page 355
William Drefke and Margaret Drefke, his wife	January 31, 1907	Book 184, Page 351
Peter Almqvist and Matilda Almqvist, his wife	June 29, 1907	Book 184, Page 353

SPUR TRACK EASEMENT

Robert E. Warren, unmarried	April 25, 1908	Book 184, Page 367
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OTHER PIPE LINE EASEMENTS

H. C. Schaefer and Edith Warren Schaefer, his wife	June 28, 1937	Book 373, Page 454
Adeline H. Ochs, a single woman	August 13, 1940	Book 348, Page 277

-0-

Sarah Helen Warren Mason and Herbert E. Mason, her husband, Ardelle Warren Jones and Phillip C. Jones, her husband, Edith E. Schaefer and Henry C. Schaefer, her husband	August 27, 1940	Book 348, Page 270
Gay A. Thompson, Trustee Missouri Pacific Railroad Com- pany	May 24, 1940	Book 348, Page 280
The Missouri Pacific Railroad Company and The Sedalia, Warsaw & South-western Railway Company	June 25, 1907	Book 502, Page 257

All right and interest of Party of the First Part in a certain lease dated the 31st day of December, 1951, granted by Flora H. Andrews as Lessor to Party of the First Part, the obligations whereof Party of the Second Part shall duly assume and perform.

AND, All the waterworks system and property owned and held by Party of the First Part consisting of all pumping machinery, boilers, water distribution system and appurtenances, fire hydrants, transmission and supply mains, pipes, tools and work equipment, water meters, lake, reservoirs, wells, purification machinery and appliances, overhead water storage tank, overhead filter wash-water tank, all office furniture and fixtures (except corporate books and records and book cases and filing cabinets in which such books and records are kept), all transportation equipment including trucks (but not including the passenger automobile), materials and supplies on hand, and all other plant, equipment and accessories and fixtures of every kind and nature manufactured, constructed, built, layed, purchased or in any way acquired in or about the construction, maintenance and operation of the waterworks plant of Party of the First Part in said County of Pettis, and now located on the real estate hereinabove described, or in or on any street, avenue, road, alley and public grounds in Pettis County, Missouri; also all franchises, rights, privileges, easements, contracts and leases owned and held by Party of the First Part for the construction or reconstruction, maintenance and operation of said waterworks system in and in the vicinity of the City of Sedalia, Missouri.

-7-

TO HAVE AND TO HOLD the premises aforesaid with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, and TO HAVE AND TO HOLD all and singular the said goods, chattels, franchises, easements, rights and privileges unto the said Party of the Second Part, its successors and assigns forever.

The said Party of the First Part hereby covenants that it is the lawful owner of the waterworks system hereintefore described and that it may lawfully sell and convey same to Party of the Second Part, it being the intent that Party of the First Part by these presents shall transfer and convey to Party of the Second Part only such title, interest and rights as Party of the First Part shall have actually acquired and possesses.

AND, the Party of the First Part covenants with Party of the Second Part that the premises, goods, chattels, rights, privileges and franchises are free and clear of any encumbrance upon or suffered by it or those under whom it claims except the lien, if any, of taxes, general or special, assessable against said property, or any part thereof, for the year 1957.

IN WITNESS WHEREOF, SEDALIA WATER COMPANY, said Party of the First Part, has caused these presents to be signed by its President and attested by its Assistant Secretary and its corporate seal to be hereto affixed this 3rd day of March, 1957.



SEDALIA WATER COMPANY

By [Signature]  
President

C. H. Taylor  
Assistant Secretary

STATE OF MISSOURI )  
COUNTY OF PETTIS ) (ss

On this 18th day of March, 1957, before me appeared

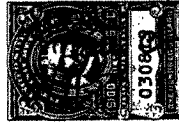
I. H. Reed, to me personally known, who being by me duly sworn, did say that he is President of SEDALIA WATER COMPANY and that the seal to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said President acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year aforesaid.

My commission expires 7 / 1 / 1958



Notary Public of Pettis County, Mo.



Filed for record on the 2nd day of April A. D. 1957 at 3 o'clock and -- Min. P.M.  
MALACHI O'ERLEN, Recorder.

181925  
### ###



# WARRANTY DEED

**Ernest H. Gordon & Amanda Gordon,**  
**Know All Men by These Presents,** TO **City Water Company of Sedalia,**  
That **Ernest H. Gordon and Amanda Gordon, his wife**

of the County of **Pettis** in the State of **Missouri** in **79** the day, for and in consideration of the sum of **Five Hundred** to them **DOLLARS**

**City Water Company, of Sedalia, a corporation** is hand paid by  
of the County of **Pettis** in the State of **Missouri** **Ernest H. Gordon and Amanda Gordon,**  
by their attorneys **Ernest H. Gordon and Amanda Gordon** **City Water Company of Sedalia, a corporation,**

the following described parcel or parcels of land  
situate in the County of **Pettis**, in the State of **Missouri**, that is to say:

The west half of the Northwest Quarter of the Northwest Quarter of section  
Number Twenty-eight (28) in Township Number Forty Four (44) North of Range Number Twenty  
one (21) West of the Fifth Principal Meridian, containing Twenty (20) acres.

1926 1.001

To have and to hold the premises hereunto conveyed with all the rights, privileges and appurtenances thereto in anywise appertaining  
to the said **City Water Company of Sedalia, a corporation, its successors**

**Ernest H. Gordon and Amanda Gordon, husband and wife, successors**  
**City Water Company of Sedalia, a corporation, its successors, for personal use.**

and to defend the same to the persons lawfully conveyed against the claims of every person whatsoever  
Except taxes for the year 1926 and thereafter.

IN WITNESS WHEREOF, we have hereunto subscribed our names and official titles  
this **20th** day of **February** 1926  
Ernest H. Gordon  
Amanda Gordon

WITNESSES  
County of **Pettis** in the State of **Missouri**  
Subscribed and sworn to before me this **20th** day of **February** 1926  
Ernest H. Gordon and Amanda Gordon

In the presence of the persons hereunto named and who executed the foregoing instrument and acknowledged that they  
executed the same as their free and lawful act and deed.

I, **James H. Wilson**, being lawfully sworn, do hereby certify that the above and signed and attested true and correct copy of the  
original and true copy of the above instrument.

My commission expires **March 16, 1926.** **James H. Wilson**  
**Notary Public**

This document was recorded on **March 16, 1926** at **Sedalia, Missouri**  
by **Ernest H. Gordon and Amanda Gordon** and **James H. Wilson**  
Notary Public

COMPARSED  
1/16/23

1923.

MISSOURI DEED.

MISSOURI DEED.

KNOW ALL MEN BY THESE PRESENTS, that William E. Rider, a single man of the County of Pettis, in the State of Missouri, has this day, for and in consideration of the sum of Eight Thousand Dollars (\$8,000.00) and other considerations mentioned in contract between him and to this deed, to him in hand paid, by City Water Company of Sedalia, a corporation, of the County of Pettis in the State of Missouri, granted, bargained and sold, and by these presents, 1923, Grant, Bargain and Sell unto the said City Water Company of Sedalia, the following described tract of land, situate in the County of Pettis, in the State of Missouri, that is to wit: The North half of the Northwest Quarter of Section Number 28, in Township Number 44, of Range Number 31, containing eighty (80) acres more or less. (38.00)

TO HAVE AND TO HOLD, the premises hereby conveyed with all the rights, privileges and appurtenances thereto belonging, or in any wise appertaining unto the said City Water Company of Sedalia, its heirs, assigns and assigns forever, I, the said William E. Rider hereby warranting to and with the said City Water Company of Sedalia, its successors and assigns, for myself, my heirs, executors and administrators, to warrant and defend the title to the premises hereby conveyed against the claims of every person whatsoever, except State and County Local Taxes for the year 1923 and thereafter.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 14th day of November 1923.  
State of Missouri )  
County of Pettis )  
William E. Rider.

On this 14th day of November, 1923, before me personally appeared William E. Rider who declares himself to be single and unmarried, and to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same of his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City of Sedalia, Mo. day and year first above written.  
My term expires Jan 28- 1928. (seal)  
Eugene B. Johnson,  
Notary Public.

Filed for record on the 17th day of Dec. A.D. 1923 at 4 o'clock and 40 minutes P.M.  
Jesse Paul, Recorder.





WARRANTY DEED.

Know all men by these presents, that Cecil L. Tuttle and Pearl Tuttle, his wife, of the County of Dallas, in the State of Missouri, have this day for and in consideration of the sum of Eight Hundred Sixty-eight Dollars (\$868.00) to them in hand paid by the City Water Company of Dallas, a Corporation, and the further consideration contained in a deed between the parties of this date the provisions of which both parties agree to fulfill and which by reference is made part of this deed, Granted, Bargained and sold, and to these presents do grant, bargain and sell unto the said City Water Company, a corporation the following described tracts or parcels of land situate in the County of Dallas in the State of Missouri, that is to say:

Beginning at the Northeast corner of the Southwest Quarter of the Southeast Quarter of Section Number Twenty-one (21), in Township Number Forty-four (44), of Range, Twenty-one (21) North and Six Degrees Sixty (60) East; thence South Thirty-two Hundred Twenty (2200) feet more or less, to the South line of said Section Twenty-one (21) Township Forty-four (44), Range Twenty-one (21) North, thence East along said South line Two Hundred (200) feet, thence North One Hundred Fifty (150) feet; then, in a northeasterly direction to a point on the East line of said Southwest Quarter of the Southeast Quarter of said Section Twenty-one (21) Four Hundred (400) feet, more or less, north of the South line of said Section Number Twenty-one (21) thence North to the place beginning. Containing seven-tenths and thirty-six hundredths (0.736) acres, more or less. (RS \$1.00)

TO HAVE AND TO HOLD, the premises hereby conveyed with all the title, privileges and appurtenances thereto belonging or in anywise appertaining unto the said City Water Company of Dallas, a corporation, its successors and assigns forever, as the said Cecil L. Tuttle and Pearl Tuttle, hereby covenanting to and with the said City Water Company of Dallas, its successors and assigns for themselves our heirs, executors and administrators, to warrant and defend the title to the premises hereby conveyed against the claims of every person whatsoever, except those for 1881 and thereafter.

IN WITNESS WHEREOF, we have hereunto subscribed our names this 18th day of February, 1926.

Cecil L. Tuttle  
Pearl Tuttle

State of Missouri )  
County of Dallas )

On this 18th day of February, 1926, before me personally appeared Cecil L. Tuttle and Pearl Tuttle, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

I, My Commission expires March 1, 1926.  
Notary Public, Dallas County, Missouri.

Filed for record on the 19th day of Feb. A. D. 1926 at 1 o'clock and 30 minutes P. M.  
Jesse Paul, Recorder.

432C  
100-1000

# WARRANTY DEED

Michael J. Tompase and wife, **TO** City Water Company of Peoria,  
**Know All Men by These Presents,** That Michael J. Tompase and Mary E. Tompase, his wife,

of the County of Peoria in the State of Missouri have this day for and in consideration of the sum of Five dollars (\$5.00) and all taxes and assessments on the land hereby conveyed and delivered at Springfield Station City Water Company of Peoria, a Corporation of the County of Peoria in the State of Missouri, Granted, Accepted and Paid, and by these presents do Grant, Bargain and Sell unto the said City Water Company of Peoria, a Corporation, the following described tract or parcels of land situate in the County of Peoria, in the State of Missouri, to-wit:

The East half of the South East Quarter of the South East Quarter, except six (6) acres, more or less, lying West of the West prong of Spring Fork, in Section Number Twenty one (21) Township Number Twenty-four (24) North, of Range Number Seven (7) East of the Fifth Principal Meridian, in the County of Peoria and State of Missouri, containing Thirteen (13) acres, more or less.

To have and to hold the premises hereby conveyed unto all the rights, profits and appurtenances thereto in anywise appertaining unto the said City Water Company, of Peoria, a Corporation, its heirs, assigns and assigns forever, to, for and in full satisfaction of the debt hereby acknowledged to and with the said City Water Company of Peoria, a Corporation, its heirs, assigns and assigns forever, and acknowledgment, as herein and within the title to the premises hereby conveyed against the claims of every person whatsoever. Except taxes for the year 1920 and thereafter.

**IN WITNESS WHEREOF,** we have hereunto set our hands and official seal and affixed the date of this deed as follows:  
City of Peoria, Mo.      Michael J. Tompase      [SEAL]  
Mary E. Tompase      [SEAL]

**STATE OF** Missouri  
**County of** Peoria  
before me personally appeared Michael J. Tompase and Mary E. Tompase, known to me to be the persons described to me and who acknowledged to me the foregoing instrument and acknowledged that they executed the same as their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal and make my office as follows:  
This day and year first above written.

My term expires Jan. 28-1921. 1921

Filed for Record on the 10th day of \_\_\_\_\_ A. D. 1920 at \_\_\_\_\_ Mo.  
1920

# WARRANTY DEED

Copyright  
1914  
L. H. B. Co.

Know All Men by These Presents, that **Lena M. Damp, a widow,** of the County of **Fettis** in the State of **Missouri** do hereby convey unto the said **Bedalia Water Company** of the County of **Fettis** in the State of **Missouri** all of my undivided one third interest in **that certain tract of land in the State of Missouri, and to wit:**

beginning at a stake on hedge fence on the North side of the south one fourth of the southwest quarter of section numbered twenty eight (28), in township thirty four (34), of range numbered twenty six (26), Tenthly nine and sixty (96.00) minutes East of the west line of said section twenty eight (28) thence south four and fifty five hundredths (4.55) chains to a stake, thence south fifty seven degrees (57°) and thirty (30) minutes East five and twenty three hundredths (5.23) chains to a stake, thence east five and thirty six hundredths (5.36) chains to a stake, thence north seven and eighty five hundredths (7.85) chains to a stake on hedge fence thence west nine and eighty three hundredths (9.83) chains to the place of beginning, containing seven (7) acres, more or less, all in the County of **Fettis**, State of **Missouri**.

TO HAVE AND TO HOLD the premises hereby conveyed unto the said **Bedalia Water Company, a Missouri Corporation, its successors, heirs and assigns forever.**

I, **Lena M. Damp** do hereby certify that I am the owner of the premises herein conveyed and that the title to the premises hereby conveyed is free from all claims of every person whatsoever except the taxes for the year 1910 and thereafter.

IN WITNESS WHEREOF I, **Lena M. Damp** have hereunto set my hand and affixed my seal this **9th** day of **October** A. D. 1910.

WITNESSETH my hand and seal this **9th** day of **October** A. D. 1910.

County of **Fettis**, State of **Missouri**.

Subscribed and sworn to before me this **9th** day of **October** A. D. 1910.

Notary Public, **Fettis** County, Mo.

My commission expires **Jan. 10, 1913**

Filed for Record in the County of **Fettis**, State of **Missouri**, this **9th** day of **October** A. D. 1910 at **11:00** o'clock **P. M.**

RECORDED  
FEB 13 1907

**QUIT-CLAIM DEED.**

THIS INSTRUMENT, Made on the 14th day of February, A.D. Nineteen hundred and Twenty-seven by and between City Water Company of Joplin, of the County of Franklin and State of Missouri, party of the First Part, and Joplin Water Company of the County of Pettis in the State of Missouri, party of the Second Part.

WITNESSETH, That the said party of the First Part, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, to it paid by the said Party of the Second Part, the receipt of which is hereby acknowledged, does by these presents Grant, Release and Forever Quit-Claim unto the said Party of the Second Part, the following described Lots, Tracts or parcels of Land, to-wit: being said situate in the County of Franklin and State of Missouri, to-wit:

Beginning at the Southeast corner of the Southwest Quarter of the Southeast Quarter of Section Number Twenty One (21) in Township Number Forty-Four (44) of Range Number Twenty one (21) Thence East Six Hundred Fifty (650) feet, Thence South to the Range Number Twenty one (21) Thence West Six Hundred Fifty (650) feet, more or less, to the South line of said Section Twenty One (21) Thence West along said South line Ten Hundred (1000) feet, Thence North Six Hundred Fifty (650) feet, thence in a northeasterly direction to a point on the East line of said Southwest Quarter of the Southeast Quarter of said Section Twenty one (21) Four Hundred (400) feet, more or less, north of the South line of said Section Number Twenty one (21) Thence North to the place of beginning, containing seven teen and twenty-six hundredths (17.26) acres, more or less.

To HAVE AND TO HOLD, the same, with all the rights, liberties, privileges and appurtenances thereto in anywise belonging, unto the said Party of the Second Part, and its successors and assigns, forever, as though neither the said Party of the First Part, nor its successors or assigns, nor any other person or persons for it or in its name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, nor they and every one of them shall, by these presents be excluded and forever barred.

THIS Quit-Claim deed is executed for the purpose of correcting and supplying an omission of certain words in the description of the above described tract or tracts in a certain Warranty Deed between the above parties dated January 17, 1907, and recorded in Record Book 222, Page 222, of Pettis County, Missouri.

IN WITNESS WHEREOF, the City Water Company of Joplin, said Party of the First Part, has caused these presents to be signed by its President and attested by the Secretary and its corporate seal to be hereunto affixed, this 14th day of February, A.D. 1927.

Witness my hand and seal of the City of Joplin, Missouri, this 14th day of February, A.D. 1927.

City Water Company of Joplin,  
By H.C. Ferguson, President.

State of Missouri )  
City of Joplin )

On this 14th day of February, 1927, before me appeared H.C. Ferguson to me personally known and being by me duly sworn did say that he is President of the City Water Company of Joplin, and that the seal to the foregoing instrument is the corporate seal of said corporation and that said instrument and signed and sealed in pursuance of the corporate act of the Board of Directors and duly authorized and validly executed to be the true act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of my office as a Notary Public for the State of Missouri, this 14th day of February, A.D. 1927.

Notary Public for the State of Missouri.



Filed for Record on the 17th day of Feb A.D. 1927 at 7 o'clock and 15 Minutes A.M.

1927

James Paul, Recorder.

**AFFIDAVIT.**

STATE OF MISSOURI )  
COUNTY OF PATTIE ) ss

J.L. Beltzer being by me duly sworn and sworn states that he became the purchaser of the property described in a Deed of Trust from Louis C. Tucker to Ella George, trustee for M.T. Slane, recorded in Book 227 on Page 79 of the Records of Pattie County, Missouri, securing a note of Three Hundred Dollars, 1925, that he purchased the property under aforesaid deed recorded in Book 227 at page 49 of the Records of Pattie County, Missouri, and interest to E.T. Slane; that the said M.T. Slane had lost or destroyed said note and it could not be delivered to him.

Further Deposition with sought.

Subscribed and sworn to before me this 18 day of February, 1927.

My Term expires April 15, 1928. J.L. Beltzer,  
Notary Public, Pattie County, Mo

State of Missouri )  
County of Pattie ) ss

E.T. Slane being duly sworn and questioned on his oath did say that he is the legal owner of the note described in the above affidavit of J.L. Beltzer; that said note has been paid to him and that it can not be produced for cancellation because it has been lost or destroyed. Affidavit also states that said note is not and cannot be in the hands of any lawful owner.

Further Deposition with sought.

Subscribed and sworn to before me this 18th day of February, 1927.

My Term expires Dec 24th, 1930. E.T. Slane,  
Notary Public, Pattie County, Mo

Filed for Record the 16th day of Feb A.D. 1927 at 2 o'clock and 15 Minutes P.M.

1927

James Paul, Recorder

WARRANTY DEED

Carl F. Ederoff & wife to E.L. Alquist & wife.

Know All Men by These Present, That we, Carl F. Ederoff & Lupa Ederoff, his wife, Herman Ederoff and Marie Ederoff his wife, of the County of Warren & Pattie in the State of Missouri, have this day for and in consideration of the sum of Thirteen hundred Dollars to us in hand paid by Carl E. Alquist - Grace Alquist, of the County of Pattie, in the State of Missouri, granted, bargained and sold, and by these present do Grant, bargain and sell unto the said Carl E. Alquist and Grace Alquist, husband and wife, the following described tract or parcel of land situate in the County of Pattie, in the State of Missouri, that is to say:

Beginning at the intersection of the West line of Washington Avenue & Street in City of Sedalia, Missouri, and the South line of Thirteenth Street & Street in the City of Sedalia, Missouri, thence West Sixty feet (60), thence South one hundred and thirty (130) feet, thence East Fifty (50) feet, thence North along the West line of said Washington Avenue to the place of the beginning.

To Have And To Hold the premises hereby conveyed, with all the rights, privileges and appurtenances thereto belonging, or in any wise appertaining unto the said Carl F. Alquist - Grace Alquist, their heirs and assigns forever as the said Grantors hereby convenanting to and with the said Carl E. Alquist and Grace Alquist, their heirs and assigns, for ourselves, our heirs, executors and administrators, to warrant and defend the title to the premises hereby conveyed against the claims of every person whatsoever.

Except taxes for 1927.  
In Witness Whereof we have hereunto subscribed our names and affixed our seals this 16th day of February 1927.

Carl F. Ederoff (Seal)



RECORDS OF THE REGISTERED INSTRUMENTS

QUIT CLAIM DEED.

This INSTRUMENT, made this 19th day of April, A. D. 1937, between The Union Central Life Insurance Company, a corporation duly incorporated of Cincinnati, Ohio, party of the first part and the Double Peter Company, a corporation duly incorporated of Paducah, Paducah County, Missouri, party of the second part.

WHEREAS, that the said party of the first part, in consideration of the sum of Ten (\$10.00) Dollars to it paid by the said party of the second part, the receipt whereof is hereby acknowledged each by these presents, grant, bargain, sell, release and quit claim without any warranty unto the said party of the second part, and its assigns forever, that certain parcel of land, lying and being in the County of Paducah and State of Missouri, described as follows, to-wit:

The South half of the Northwest quarter (32) of 36(1/2) and the North thirty (30) acres of the North half of the Southeast quarter (30) of 36(1/2) and the Southwest quarter of the Northwest quarter (32) of 36(1/2) and the North thirty (30) acres of the North west quarter of the Southeast quarter (30) of 36(1/2) all in Section 22, in Township 44, of Range 21, in Paducah County, Missouri, containing two hundred and ten (210) acres, more or less.

TO HAVE AND TO HOLD the same, together with all and singular the benefits and appurtenances thereto belonging or in any wise appertaining without any warranty unto the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has hereunto caused this deed to be signed by its Vice President, and attested by its Assistant Secretary with its corporate seal attached this the day and year first above written.

The Union Central Life Insurance Company  
By John F. Patton, Vice President.  
Attest: H. L. Haskill, Asst. Secretary.

(Corp Seal)

State of Ohio )  
County of Hamilton)

On this 19th day of April, 1937, before me appeared John F. Patton to me personally known, who being by me duly sworn, did say that he is the Vice-President of the Union Central Life Insurance Company, a corporation incorporated under the laws of the State of Ohio, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of the Board of Directors and said John F. Patton duly authorized and acknowledged to be the true and lawful deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 19th day of April, A. D. 1937.

J. H. Bostinger,

My commission expires November 12, 1939

(4-1)

Filed Public in and for  
Hamilton County, Ohio.

ORDER APPOINTING COMMISSIONERS  
IN CONDEMNATION

559

IT IS ORDERED, that on the fourth day of September, 1914, the case filed in Circuit Court of the State of Missouri, in and for the County of St. Louis, Missouri the following names were appointed as commissioners and entered of record, to wit:

WALTER HUGHES, JOHN H. HUNTER,  
JAMES W. HUNTER

JUDGES OF THE CIRCUIT COURT OF ST. LOUIS, MISSOURI, IN AND FOR THE COUNTY OF ST. LOUIS, MISSOURI.

THEY HAVE CONSENTED TO SERVE AS COMMISSIONERS IN THE MATTER OF THE CONDEMNATION OF THE LANDS OF THE SEWAGE TREATMENT PLANT, ST. LOUIS, MISSOURI.

John H. Hunter and George E. Hunter, her  
husband, Sewalls Trust Company, a corporation,  
J. A. Smith and Charles W. Sloan, Trustee,  
Sewalls Bank of Lincoln; and A. S. Sloan,  
Defendants.

ORDER APPOINTING COMMISSIONERS  
IN CONDEMNATION

On the fourth day of September, 1914, in Session of the Circuit Court of the State of Missouri, in and for the County of St. Louis, Missouri, the following names were appointed as commissioners and entered of record, to wit:

WALTER HUGHES, JOHN H. HUNTER,  
JAMES W. HUNTER

JUDGES OF THE CIRCUIT COURT OF ST. LOUIS, MISSOURI, IN AND FOR THE COUNTY OF ST. LOUIS, MISSOURI.

THEY HAVE CONSENTED TO SERVE AS COMMISSIONERS IN THE MATTER OF THE CONDEMNATION OF THE LANDS OF THE SEWAGE TREATMENT PLANT, ST. LOUIS, MISSOURI.

John H. Hunter and George E. Hunter, her  
husband, Sewalls Trust Company, a corporation,  
J. A. Smith and Charles W. Sloan, Trustee,  
Sewalls Bank of Lincoln; and A. S. Sloan,  
Defendants.

Filed for record on the 1st day of May 4, 1937 at 3 o'clock and 20 minutes P.M.

Jesse Paul, Recorder.

100485.

IN RE: ESTATE OF JAMES H. FOSTER, DECEASED.

ORDER.

*Handwritten signature or initials*

AS it is remembered that on the third day of May, 1937, the same being the second day of the May 1937 Term of the Federal Circuit Court, the following names other proceedings of the same day was and was entered of record to-wit:

IN THE CIRCUIT COURT OF FEDERAL JUDICIAL DISTRICT OF MISSOURI

May Term, 1937.

James H. Foster, Plaintiff.

James H. Foster, executor of the estate of J.H. Foster, deceased, Esau Holmes, Celia Spratt, J.H. Foster, Johann Hoff, J.H. Foster, Jr., Paul H. Foster, Richard Foster and Sarah Foster, and the unknown heirs, devisees, legatees, donees, assignees, immediate and involuntary grantees

of Jacob B. Reubens, William W. Jones and Benjamin B. Jones if living if dead, their unknown heirs, devisees, legatees, donees, assignees, immediate grantees and remote voluntary and involuntary grantees, Jacob B. Foster if living if dead, then his unknown heirs, devisees, legatees, donees, assignees, immediate grantees and remote voluntary and involuntary grantees, John B. McGarry, if living and if dead, then his unknown heirs, devisees, legatees, donees, assignees and remote voluntary and involuntary grantees, J. Ella Harris, John L. Sims, J.B. Sims, and Thomas B. Reuben, if living if dead, then his unknown heirs, devisees, legatees, donees, assignees, immediate grantees and remote voluntary and involuntary grantees, J. Ella Harris, John L. Sims, J.B. Sims, and Thomas B. Reuben, if living if dead, then his unknown heirs, devisees, legatees, donees, assignees, immediate grantees and remote voluntary and involuntary grantees. Defendants.

respectively, and severally owned by person of the appropriation of said tracts or parcels of land by the plaintiff for the purposes named in said petition, said tracts or parcels of land are described as follows, to wit:

The south east quarter of the south east quarter of section twenty one (21) and south half of the north east quarter of the north west quarter of section twenty one (21), the south half of the north west quarter of the north east quarter of section twenty one (21), the west three quarters of the north half of the north west quarter of the south east quarter of section twenty one (21), and all west part of the west half of the south east quarter of the south east quarter of section twenty one (21), lying west of the west prong of Spring Fork Creek, all in township number forty four (44), of range number twenty one (21), containing 1.1 acres more or less.

And the court further finds that the title to the above described land is in Lewis H. Hunter and that she is the owner thereof, subject to a first deed of trust, securing the notes aggregating Eleven thousand (11,000) Dollars; that the defendant, People's Trust Company is the holder of said notes; that the defendant, Charles W. Nixon, is the trustee named in said deed of trust; that the defendant, J. D. Smith, is the agent of Lewis H. Hunter, and is in possession of said real estate; that the United Nat. People's Bank of Lincoln, under a lien on said notes described real estate as mortgagor and a teameright indorser, rendered in Transcript Book 7, Page 47, in the Circuit Court's office of Peoria County, Missouri, said judgment dated December 15, 1918, in the sum of Three hundred and forty seven and 23/100 (\$347.23) dollars, the said present interest, and eight and 20/100 (\$8.20) dollars court cost and is subject to the \$11,000.00 deed of trust, that the defendant A. H. Berry, has a judgment dated February 18, 1918, for six hundred and sixty eight (668.00) Dollars, bearing six per cent interest from date, with court cost amounting to twenty seven and 20/100 (\$27.20) dollars. Said judgment is of record in the Circuit Court's office of Peoria County, Missouri, Book 23, page 474, and is a lien on the above described real estate, subject to the \$11,000.00 deed of trust, and also due set to the judgment of the People's Bank of Lincoln.

It is further ordered by the Judge, in vacation, that said defendants herein appearing after being duly qualified according to law, shall forth with give the property of the above named defendants in the petition and hereinabove described and named to be appropriated by the plaintiff, and factories return to the Clerk of the Circuit Court of Peoria County, Missouri, their assessment of amounts in each of said defendants separately, an account of the appropriation by the plaintiff of said tracts or parcels of land and growing crops, together with a specific description of said parcels of land for various uses aforesaid shall be assessed; and the Clerk of this Court is directed to file said report and record the same in the record book of this court.

Witness My Hand,

And afternoon, to wit on the seven day September, 1918, and file herein and following papers in this cause.

IN THE CIRCUIT COURT OF PEORIA COUNTY, MISSOURI.

September 18th, 1918.

WALTER ROBERTSON, Sheriff, Missouri

Judge of the Circuit Court of Peoria County, Missouri, in Vacation.

WIT: JOHN HENRY OF PEORIA,  
A Notary Public, Missouri.

vs

Lewis H. Hunter as Agent of H. Hunter,  
and American People's Trust Company, a corporation,  
J. D. Smith and Charles W. Nixon, Trustees,  
People's Bank of Lincoln and A. H. Berry.

Defendants













17968

DECREE

BE IT REMEMBERED, that on the thirtieth day of September, 1930 the same being the nineteenth day of the Regular September, 1930, term of the Circuit Court of Pettis County, Missouri, for the trial of Civil Cases, the following among other proceedings, of the same day was had, read and entered of record, to wit:

Sedalia Water Company,  
a Missouri Corporation

Plaintiff,

17968 vs

Lena M. Dump, Guardian of  
Flossie Dump and Bessie V. Dump,  
minors, and Flossie Dump and  
Bessie V. Dump, and Lena M. Dump.

Defendants.

ORDER APPOINTING COMMISSIONERS  
IN CONDEMNATION.

Now on this 30th day of September, 1930, the same being 19th day of the regular September Term of this Court, comes the Plaintiff in the above entitled cause, by J. T. Harrison its attorney, and presents to the Court its Petition for the condemnation of certain lands belonging to the Defendants above named for the purpose of impounding water thereon and preventing water in the Lake adjacent thereto belonging to said Plaintiff from being contaminated by bogs and other stock standing in said water, which runs immediately into the Water Works Lake.

And it appearing to the Court that the above named Defendants have been duly served with notice of this application according to law, and as provided by Article 7, Chapter 90, of the Revised Statutes of Missouri, 1913, and all the Defendants appearing in person in Court and the Court having seen and read said application and having heard evidence, thereon both find that the Plaintiff is authorized by law to condemn and appropriate the lands in said petition described, for the purposes set forth in the petition, that said use is a public use and necessity is order to prevent the water in the Lake, which the City of Sedalia and inhabitants thereof draw their supply of water from, being contaminated by reason of stock standing in said water during the summer months.

And the Court does further find the land described in the petition and hereinafter described, is covered and flooded by back water from said lake owned by the Plaintiff, and the said land is pasture land upon which hogs and other domestic animals are pastured, and the said hogs and other domestic animals stand in said water and contaminate said water in said lake.

And the Court further finds that the Defendants, Flossie Dump and Bessie V. Dump, both minors, and that Lena M. Dump is duly sitting and qualified guardian of the said minors, having been appointed by the Probate Court of Pettis County, Missouri, as such Guardian of said minors, and is now in charge of the person of said minors and also of the property belonging to said minors including the real estate in said petition described.

And the Court further finds that the plaintiff has endeavored to agree with the defendants and each of them, on the amount of compensation to be paid said Defendants, and each of them

respectively for the lands sought to be appropriated for their respective interests therein but was both unable to agree.

And the Court further finds that it is a public necessity to acquire said land for the purpose of preventing water in said Water Works Lake from being contaminated by stock and for the purpose of stopping water thereon, for the use of the City of Sedalia, and its inhabitants, and that it is necessary to condemn said land in accordance with the laws of the State of Missouri.

It is therefore ordered by the Court that Mike Donahoe, Porter Knapp, and John M. Coffey, Trustees disinterested free holders and residents of said County of Pettis, State of Missouri, in which said real estate is situated, and they are hereby appointed Commissioners to receive the purchase, if any, which said defendants demand of the tract of land hereinafter described, respectively, may severally sustain by reason of the appropriation of said tract of land by the Plaintiff for the purposes named in said Petition. Said tract or parcel of land is described as follows, to wit:

Beginning at a stake in hedge fence on the north line of the south one fourth of the north half of the southwest quarter of section numbered twenty eight (28), in township numbered forty four (44), of range numbered twenty one (21), twenty four and fifty hundredths (24.50) chains east of the west line of said section twenty eight (28), thence south two and fifty five hundredths (2.55) chains to a stake, thence south fifty seven degrees (57°) and thirty (30) minutes East five and thirty three (5.33) chains to a stake, thence east five and thirty six hundredths (5.36) chains to a stake, thence North seven and eighty five hundredths (7.85) chains to a stake in hedge fence thence east along and eighty three hundredths (8.83) chains to the place of beginning, containing seven (7) acres, more or less all in the County of Pettis, State of Missouri.

And the Court further finds that the title in the above described land stands as follows: Divided one third interest in Lane M. Damp, undivided one third interest in Fincels Damp, and undivided one third interest in Fannie F. Damp.

It is further ordered by the Court that said Commissioners herein appointed after being duly qualified according to law shall forthwith view the property of the above named defendants in the Petition and herein above described and report to be appropriated by the Plaintiff and forthwith return to the Clerk of the Circuit Court of Pettis County, Missouri their assessments of damages sustained by each of said defendants separately, an account of the appropriation by the Plaintiff of said tract or parcel of land for which such damages shall be assessed. The Clerk of this Court is hereby directed to file said report and record same in proper record book of this Court.

It is further ordered by the Court that upon the payment of the amount of damages, awarded to the Defendants, to the Clerk of this Court that the title to said above described tract of land shall be hereby divested out of said Defendants and vested in the Plaintiff for the purposes and facts in the petition and this Decree.

WITNESSED BY COURT

STATE OF MISSOURI )  
COUNTY OF PETTIS ) ss

I, Fannie F. Damp, Clerk of the Circuit Court, do hereby certify that the above and foregoing is a full, true and correct and true and correct copy of the decree of the Court, rendered in the above entitled cause, all as fully as the same appears of record in my office.

WITNESS MY HAND AND OFFICIAL SEAL  
Done at Office in Sedalia,  
this 12th day of October, A.D. 1900.

Fannie F. Damp  
Clerk Circuit Court, Pettis County, Missouri

Filed for record on this 14th day of October, A.D. 1930 at 11 o'clock and - minutes A.M.

112619

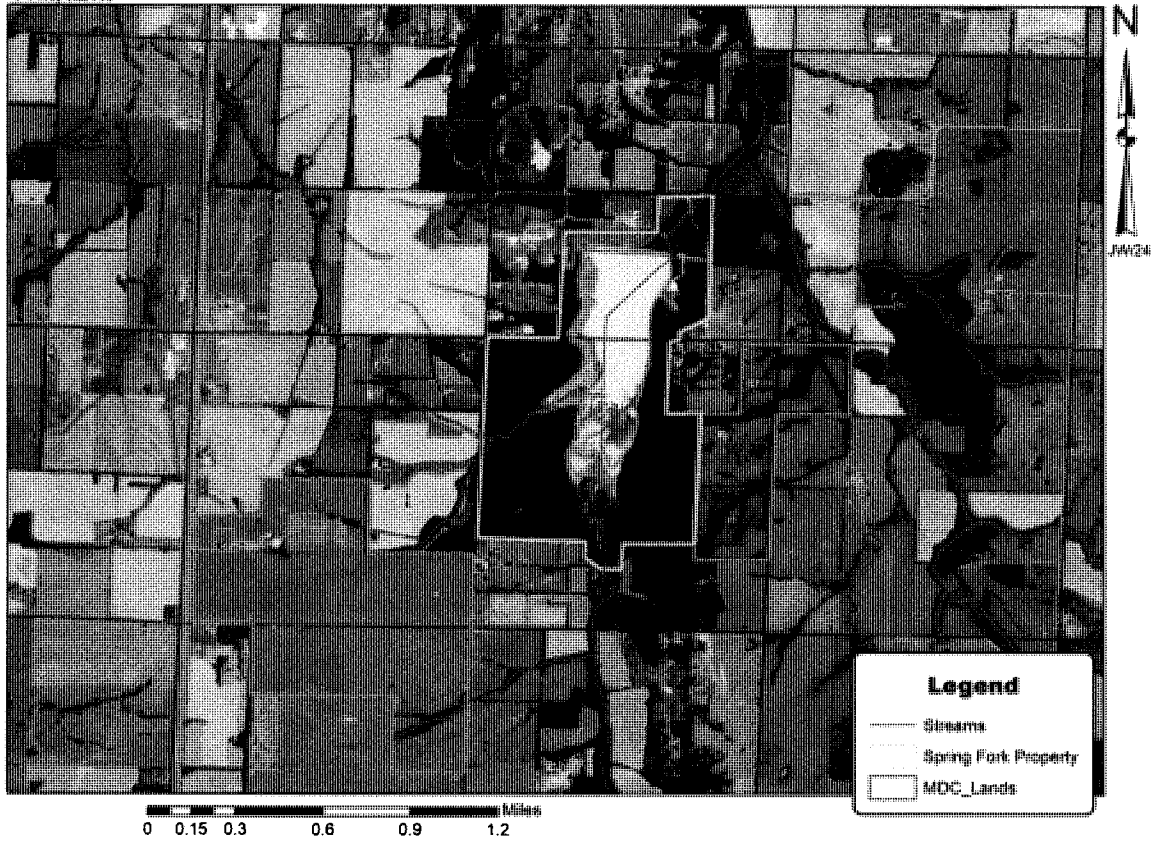
Jesse Paul, Recorder.

\*\*\*\*\*

ATTACHMENT B

Spring Fork Lake

T44N, R21W



**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 \$44,657 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. Police vehicle purchase, offset mostly 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 February 3, 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 PURCHASE.**

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 3<sup>rd</sup> day of February 2025.

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

Approved by the Mayor of said City this 3<sup>rd</sup> day of February 2025.

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

ATTEST:

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

Exhibit A  
City of Sedalia  
FY25 Budget Amendment 2/3/2025 Police Vehicle Purchase

Account / Description	Current Budget	Change	Amended Budget	Comments
<b>Revenues / Source of Funds</b>				
10-00-510-00 Misc Income - Insurance	(29,990.00)	(40,761.00)	(70,751.00)	Insurance Proceeds
<b>Total Revenue Change</b>		<u>(40,761.00)</u>		
<b>Expenditures / Uses of Funds</b>				
10-63-351-00 Vehicles	386,957.32	44,657.00	431,614.32	Patrol Vehicle
<b>Total Expenditure Change</b>		<u>44,657.00</u>		
		<u><u>(3,896.00)</u></u>		<b>Net Increase (Decrease) in Projected Fund Balance</b>

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

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

**AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FOR THE PURCHASE OF A VEHICLE FOR THE POLICE DEPARTMENT.**

**WHEREAS**, The City of Sedalia, Missouri, has received a proposal from WK Chrysler Dodge Jeep Ram of Sedalia; and

**WHEREAS**, under the attached quote, the City of Sedalia, Missouri, shall pay the sum and amount of not to exceed Forty-four Thousand Six Hundred Fifty-seven Dollars (\$44,657.00) to WK Chrysler Dodge Jeep Ram of Sedalia for the purchasing of a vehicle to be utilized by the Sedalia Police Department as more fully described in the quote attached to this Ordinance and incorporated by reference herein.

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

**Section 1.** The Council of the City of Sedalia, Missouri, hereby approves and accepts the quote from WK Chrysler Dodge Jeep Ram of Sedalia in substantively the same form and content as it has been proposed.

**Section 2.** The Mayor or City Administrator are authorized and directed to execute and the City Clerk is hereby authorized and directed to attest and fix the seal of the City of Sedalia, Missouri, on the quote 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 quote after it has been executed by the parties or their duly authorized representatives.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 3<sup>rd</sup> day of February 2025.

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

Approved by the Mayor of said City this 3<sup>rd</sup> day of February 2025.

ATTEST:

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

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



---

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

---

**To : City Administrator Matthew Wirt**

**From : Chief David Woolery\_\_\_\_\_**

**Date : January 28th, 2025**

**Ref : Vehicle Purchase Budget Amendment**

**Sedalia Police Department had a patrol vehicle struck while it was running emergency. The insurance company has determined the vehicle to be a total loss.**

**A request for bid proposal was opened and awarded to WK Chrysler/Dodge/Jeep/Ram of Sedalia for a purchase amount of \$44,657.00.**

**Insurance paid \$40,761.00 on the totaled vehicle.**

**I recommend we recognize the insurance revenue of \$40,761.00 and I recommend a budget amendment for the total purchase cost of \$44,657.00 in SPD account 10-63-351-00 Vehicles.**

## Tabulation of Bids

<b>Police Vehicle</b> <b>January 28, 2025 2:00 p.m.</b> <b>City Clerk's Office</b>	
	<b>W-K Chrysler Dodge Jeep Ram of Sedalia</b> <b>2901 South Limit</b> <b>Sedalia, MO 65301</b>
<b>Total Proposed Cost</b>	<b>\$44,657.00</b>
Cost - Single Unit	
Police Department - vehicle	\$44,657.00 / ea.
Cost - Delivery	\$0.00
Make & Model	2025 Dodge Durango AWD Hemi
Delivery	6-12 Weeks
<u>Manufacturer Warranty</u>	
Engine/Transmission/ Drive Train	5 years / 100,000 miles
Electrical Systems/Components	3 years / 36,000 miles
Other Parts	None
Extended Warranty	None
Meet Specs	Yes
Additional Charges	None

**PROPOSAL PACKAGE**

**(1) One Police Vehicle**

**1- 2025 (Black) Dodge Durango AWD Hemi Vehicle**

**The City of Sedalia intends to purchase (1) police SUV**

1) NOTICE TO BIDDERS

2) INFORMATION TO BIDDERS

3) SPECIFICATIONS

4) BID FORM REQUEST

## **PART I: NOTICE TO BIDDERS**

The City of Sedalia will receive proposals for the purchase of (1) new police vehicle for the Sedalia Police Department. Specifications are available in Part III.

Bids **must** be manufacturer specific (**Dodge**).

Proposal forms provided by the City of Sedalia shall be used.

All such proposals as provided for herein shall be sealed and filed with the City Clerk at or prior to **January 28th, 2025 at 2:00 p.m.**, at which time the proposals will be opened.

Delivery of vehicle(s) and complete billing for payment must be completed within a reasonable time.

Any proposal received after the above stated date and time will be discarded.

The City of Sedalia retains the right to reject any and all proposals submitted, and to waive any informality contained in any proposal. The City of Sedalia reserves the right to accept the proposal deemed most advantageous to the City.

Additional details concerning the requirements for submitting a proposal may be obtained from the office of the City Clerk at the Municipal Building, 200 S. Osage Ave, Sedalia, MO 65301-4334.

## **PART II: INFORMATION TO BIDDERS**

Sealed proposals for the purchase of (1) new police vehicle specified in the attached specification will be received until **2:00 p.m., on January 28th, 2025** at the office of the City Clerk, Sedalia, Missouri.

Bids must be manufacturer specific (**Dodge**).

Dealer must be authorized to sell, service, and warranty the bid model (**Dodge**).

No proposals will be accepted after the above stated time and date. A complete tabulation of the proposals received will be presented for consideration to the City Council at their meeting.

The successful company shall be required to comply with all the licensing provisions of the City of Sedalia. In addition, the successful bidder must have or obtain a current occupational license from the City of Sedalia. Any qualified agent or company desiring to submit a proposal for the police vehicle(s) may do so, but must submit such proposal on the form furnished by the City of Sedalia, Missouri. Alternate proposals may be proposed by any company, however no alternate proposal will be considered unless the company has first proposed a complete proposal as requested by the City for this purpose.

Each bid form should be submitted with detailed information attached to the bid form. This detailed breakdown should include all costs associated with the proposal. Also, any other information such as pictures, brochures, and other information describing the respective police vehicle(s) proposed should be included.

The City of Sedalia retains the right to reject any and all proposals submitted, and to waive any informality contained in any proposal.

The City of Sedalia reserves the right to accept the proposal deemed most advantageous to the City.

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

**PART III: SPECIFICATIONS FOR POLICE VEHICLE(S)**

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

This specification covers only Automobiles which are suitable for City police work, containing and/or equipped with factory recommended police packages, including but not limited to the items listed below. These automobiles shall be new and of 2025 year, model and style. Cars which are designed as police models are acceptable, but must have the exterior and interior trim equal to standard production cars.

**General Bid Specifications: Police Vehicle #1 & #2**

Model Selected: 2025 Dodge Durango **AWD** Hemi with Factory Police Packages

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

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

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

A. Other Information:

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

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

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

It is requested that the bid be done on (1) police vehicle as specified in the specifications listed. The successful vendor will guarantee the price per unit to the City of Sedalia for a period of not less than 90 days in case additional orders are made. Any deviation from specifications shall be marked and an explanation of that deviation made.

This vehicle will be utilized in the normal marked fleet operations of the Sedalia Police Department

**BID FORM**  
**1- 2025 Black Dodge Durango AWD Hemi Vehicle**  
**DUE DATE: January 28th, 2025, 2pm CST.**

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

TOTAL PROPOSED COST OF BID ..... 44657

COST FOR EACH VEHICLE AS A SINGLE UNIT ..... 1. 44657  
2. \_\_\_\_\_

COST FOR DELIVERY TO THE CITY OF SEDALIA ..... 0

MAKE & MODEL OF PROPOSED VEHICLE(S) ..... DODGE DURANGO

PROPOSED DELIVERY OF THE VEHICLE(S) ..... 6 - 12 WEEKS

MANUFACTURER WARRANTY ON VEHICLE(S)

Engine, Transmission and Drive Train ..... 60 mo / 100,000 MILE

Electrical Systems and Components ..... 36 mo / 36,000 MILE

Other Parts of the Vehicle ..... 6

IS EXTENDED WARRANTY AVAILABLE, IF YES, DESCRIBE BELOW THE WARRANTY AVAILABLE, COST AND LIMITATIONS:  
N/A

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

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

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

Bidding Company: W-K

Bidding Agent: LARRY KLEIN

Address: 2901 S. LINN ST AVE SEDALIA MO 65301

Date: 1-22-2025 Phone: 660-826-2900

Agent's Signature: [Signature] Date: 1-22-2025

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

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



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

**A RESOLUTION TO DEMONSTRATE THE CITY OF SEDALIA'S COMMITMENT TO PUBLIC SAFETY AND CRIME REDUCTION.**

**WHEREAS**, the safety and well-being of all residents, visitors, and businesses within the City of Sedalia are of paramount importance; and

**WHEREAS**, crime poses a significant threat to the quality of life, economic growth, and overall health of the community; and

**WHEREAS**, a collaborative approach involving law enforcement, community organizations, residents, and other stakeholders is essential to effectively reduce crime.

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

**Section 1. Commitment to Public Safety:**

The City of Sedalia reaffirms its commitment to the safety and security of all residents and will prioritize public safety initiatives in its policies, budgets, and programs in an effort to reduce and eliminate crime.

**Section 2. Strategic Crime Reduction Efforts:**

The City of Sedalia shall maintain a crime reduction strategy that includes:

- Continuing community-based policing to strengthen trust and cooperation between law enforcement and residents.
- Investing in crime prevention programs, including youth engagement, special enforcement projects, local coalitions and training.
- Enhancing the use of technology and data-driven approaches to identify and address crime trends.
- Focusing on the reduction and elimination of violent crime.

**Section 3. Community Engagement:**

The City will continue to engage community members in public safety initiatives and collaborative efforts to maintain transparency,

**Section 4. Equitable Resource Allocation:**

The City shall ensure that public safety resources are distributed equitably, addressing the needs of the community,

**Section 5. Measuring Progress:**

The City will establish measurable goals for crime reduction and public safety,

**Section 6. Advocacy and Partnerships:**

The City will advocate for state and federal funding to support crime prevention and public safety initiatives,

**Section 7.** The City Council of Sedalia calls upon all residents, businesses, and institutions to work together in a shared commitment to fostering a safe, thriving, and resilient community.

**PASSED** by the City Council of the City of Sedalia, Missouri, on February 3, 2025

---

Presiding Officer of the Council

ATTEST:

---

Jason S. Myers  
City Clerk

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

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

**AN ORDINANCE REPEALING ORDINANCE NUMBER 12203 AND ENACTING A NEW ORDINANCE VACATING AN ALLEY EAST OF PROPERTY LOCATED AT 501-503 SOUTH ENGINEER AVENUE.**

**WHEREAS**, The City of Sedalia 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; and

**WHEREAS**, said request didn't contain the required number of signatures to request the alley vacation; and

**WHEREAS**, Ordinance Number 12203 passed by the City Council of the City of Sedalia, Missouri on January 21, 2025 approving the vacating of said alley needs to be repealed and a new Ordinance enacted to vacate said alley; and

**WHEREAS**, the amended petition is attached hereto and incorporated by reference herein.

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

**Section 1.** Ordinance Number 12203 is hereby repealed in its entirety.

**Section 2.** 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 3.** 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 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 3<sup>rd</sup> day of February, 2025.

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

Approved by the Mayor of said City this 3<sup>rd</sup> day of February, 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 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.

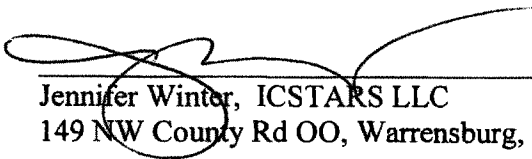
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**PETITION TO VACATE ALLEY**

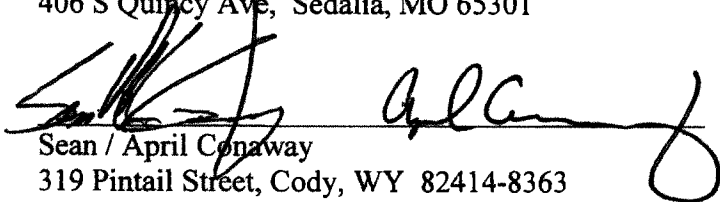
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Comes now the Petitioner, ICSTARS LLC, by and through Executive Member, Jennifer Winter, and for its petition to vacate streets, streets rights-of-way, and alleys.

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.
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. 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

  
\_\_\_\_\_  
Jose Cervantes, Sara Gil, ISI Rentals LLC  
406 S Quincy Ave, Sedalia, MO 65301

  
\_\_\_\_\_  
Sean / April Conaway  
319 Pintail Street, Cody, WY 82414-8363

**Adjacent property to WEST of alley under consideration for vacation**

Parcel ID: 152003135004000  
501 S. Engineer

Owner,  
ICSTARS, INC  
149 NW County Rd OO  
Warrensburg, MO 64093

Parcel ID: 152003135005000  
507 S. Engineer

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

**Adjacent property to EAST of alley under consideration for vacation**

Parcel ID: 152003135003000  
1212 E 5<sup>th</sup> Street

Owner: JSI Rentals LLC  
Principal office:  
406 S Quincy Ave  
Sedalia, MO 65301

**Adjacent cornering property to SOUTHWEST of alley under consideration for vacation**

Parcel ID: **152003135006000**  
511 S Engineer

Sean / April Conaway  
319 Pintail Street,  
Cody, WY 82414-8363

No other property abuts the alley in question other than Municipal-owned streets, street right-of-way and alley property.

Layers | **Map** | Search | **Image Search** | Results | **Comp Results** | Parcel Map | **Pictometry Imagery**

Layer List Legend

**Quick Links:**

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

**Layers:**

- Political Townships
- PLS Townships
- Corporate Limits
- Sections
- Quarters
- Quarter Quarters
- PLS Corners
- Subdivisions
- Blocks
- Lots
- Parcel Numbers
- Parcels**
- Railroads
- Railroad Right-of-Way
- Roads**
- Right-of-Way
- Soils
- Voting Districts Layers**
- Economic Development
- FEMA Flood Hazard
- Orthophotography (2004)**
- Ambulance Calling Districts 2004
- Ambulance Districts

The map displays an aerial view of a residential neighborhood. A popup window is open over a property, showing the following details:

<b>1522001000004000</b>	
	<b>HOSTAGE, INC</b>
	SUBJ: 8 87-001-0001
	Area: 0.33
	Value: 94,000
<a href="#">View Details</a>   <a href="#">Print</a>   <a href="#">Share</a>   <a href="#">Download</a>	

Map navigation controls are visible on the left side of the map area, including zoom in (+), zoom out (-), and a home button.





