

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

MAYOR: ANDREW L. DAWSON MAYOR PRO-TEM: TINA BOGGESS

- A. CALL TO ORDER Mayor Dawson Council Chambers
- B. LEGISLATIVE PRAYER & PLEDGE OF ALLEGIANCE
- C. ROLL CALL
- D. 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.** <u>Presentation</u>: 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
    - Change Order #1 Storm Drainage Improvements Genesis Environmental Solutions Project Area #13 – Deduction of \$24,334.68

Council Discussion led by Chairman Hiller

- O 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

- **O** 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
  - Budget Amendment & Quote Acceptance Police Vehicle bid WK Chrysler Dodge Jeep Ram of Sedalia – \$44,657.00

Council Discussion led by Chairman Robinson

- R Call for Resolution of the City Council of the City of Sedalia, Missouri, stating facts and reasons for the necessity to amend and increase the City's annual budget for Fiscal Year 2025
   Mayor Dawson
- **O** Call for Ordinance amending the budget for the Fiscal Year 2024-2025 regarding Police Vehicle Purchase Mayor Dawson

#### Click on any agenda item to view the related documentation

- **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. <u>COMMUNITY DEVELOPMENT</u> 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: <a href="https://global.gotomeeting.com/join/578973061">https://global.gotomeeting.com/join/578973061</a>

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: <a href="https://global.gotomeeting.com/install/578973061">https://global.gotomeeting.com/install/578973061</a>. This will make joining these meetings quick and easy.

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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.

<u>Finance/Administration</u> – 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.

<u>Public Works Committee</u> – 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.

<u>Public Safety Committee</u> – 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.

<u>Community Development Committee</u> – 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.



## 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 <a href="https://global.gotomeeting.com/join/578973061">https://global.gotomeeting.com/join/578973061</a>".

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:**

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

#### **SPECIAL AWARDS**

<u>Fire Department Pinning</u>: 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. 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".

#### 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.

<u>PUBLIC WORKS</u> – Chairman Bob Hiller; Vice Chairwoman Tina Boggess

### <u>Strategic Planning Presentation – Parks & Recreation</u>

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 50th Anniv.
151 Lifeguards certified	New flower beds – Clover Dell
1,093 Baseball/Softball Games played	398 Swim lesson participants

Added "Barrel of Monkeys" – Art in the Park
5,076 Fitness Classes offered
Disc Golf Improvements – Clover Dell
Centennial Park Bridges repaired
Heckart Community Center opened 5,174 hours
Rapidly growing Parks Department
LED Light Phase 2 completed
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 16th, 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:

- 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 <a href="https://global.gotomeeting.com/join/578973061">https://global.gotomeeting.com/join/578973061</a>".

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:**

Jack Robinson	Present	Bob Hiller	Present
Thomas Oldham	Present	Bob Cross	Present
Chris Marshall	Absent	Rhiannon Foster	Present
Tina Boggess	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 3<sup>rd</sup> 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 ½ 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 inalized 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:
<b>Section 1</b> . 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.
<b>Section 2.</b> 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.
<b>Section 3.</b> 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.
<b>Section 4.</b> This ordinance shall take effect and be in full force and effect from and after its bassage 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 he 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



# City of Sedalia

200 S. Osage Sedalia, MO 65301 (660) 827-3000 www.sedalia.com

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.

#### **CHANGE ORDER**

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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:
<b>Section 1</b> . 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.
<b>Section 2</b> . 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.
- 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.
- 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 nonnative 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

#### **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

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

#### 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. <u>APPLICABLE TO GOVERNMENT ONLY: APPLICABLE LAWS AND REGULATIONS, HOLD HARMLESS</u>

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
John Tuttle
Assistant Deputy Director – Resource Management
(Date)
City of Sedalia
(Name)
(Title)
(Date)

#### ATTACHMENT A - Legal Description\Deeds

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A.D. 1927.

City Water Communy of Secolis, By W.C. Fortyce, President

Attent L. P. Amicawa, Secretary.

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#### DEED AND BILL OF SALE

KNOW ALL WASH BY THESE PRESENTS, That SUDALTA WATER COMPANY, of the City of Sedalia, County of Pettis, State of Missouri, a corporation orcardized and existing under the laws of the State of Hissouri, Party of Who Wirst Part, in consideration of One Dollar (41.00) and other valuable consideration paid and delivered to it by the City of Sedalia, a municipal comporation, of the State of Missouri, Party of the Decomi Purk, the receipt of which is hereby acknowledged, by virtue and in pursua se of a resolution of the deard of Directors of the said Party of the First Part, and by virtue and in pursuance of authorization granted to the sald Party o the First Part by the Public Service Commission of the State of discourt as embedded in a certain Order of the said Commission dated the 25th day o" arch, 1957, does by those presents convay, assign, transfer and deliver unto the said Party of the Second Part, its successors and assigns, the following described loss, tracts or parcels of land, personal property, contracto, Cranchises, rights, easements, licenses and rights-of-way arents, being and situated and/or to be used and exercised in the County of Populs, State of Missouri, to-wit:

The County of Fettis and State of Sissouri:

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 South 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 East Fourteen (14) chains and Fourteen (14) links, thence Easterly in a line parallel to and One Hundred Twenty Five (125) feet Morth of the center line of Flat Greek, thence Easterly in a line parallel to and One Hundred Twenty Five (125) feet Morth 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 to a point South of Beginning, thence Morth to Beginning. Containing Thirty (30) acres, more or less.

A tract of land beginning Three (3) chains and Seven (7) links West of the South East corner of the Horth West quarter of the Horth West quarter, Section number Twenty Two (22), Township number Forty Five (15), Range number Twenty One (21), thence running West Five Hundred Fifty (550) feet, thence running Horth Eight Hundred Seventy (870) feet, thence running East Five Hundred Fifty (550) feet, thence South Eight Hundred Seventy (870) Feet to the place of Reginning. Containing Ten and Hime Hundred Eighty Five One-thousandths (10.985) acres, more or less.

Five (5) acres of of the worth side of the South Mest quarter of the worth West quarter of Section number Twenty Two (22), in Township number Forty Five (L5) forth, of Range number Twenty Gne (21) was described as follows: Reginning at the worth West corner of the South West quarter of the Worth West quarter of the Worth was quarter of the Worth was quarter of the Forth West quarter of Section number Twenty Two (22), in Township number Forty Five (45) Morth, of Range number Twenty Gne (21) West of the Fifth Frincipal Maridian, running thence Fast to a point Three (3) chains and Seven (7) links West of the Worth Last 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 Westerly along the South bank of said Creek to a point due South of the beginning, thence Worth 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 Horth 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 the South East 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 Mifth 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 (50) 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.

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 Heridian. Containing Twenty (20) acres, more or less.

Meginning at the North East corner of the South Mest quarter of the Jouth Wast 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 Sest Six Hundred Sixty (660) feet, thence South Thirteen Hundred and Twenty (1320) reet to the South Inne of said quarter quarter section, thence bast Two Hundred (200) feet, thence Horth Ons 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 worth of the South Line of said quarter quarter section, thence North to the place of beginning. Containing Seventeen and Twirty 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 Mange number Twenty One (21) west of the Fifth Principal Heridian. Containing Fourteen (14) acres, more or less.

reginning at a stake in the hedge fence on the Forth (1/2) of the South One-fourth (1/4) of the North half (1/2) of the South West quarter of Section number Twenty Right (26), in Township number Forty Four (1/4) North, of Range number Twenty One (21) West of the Mith Principal Meridian, Twenty Nine and Sixty One-hundredths (29.00) chains East of the West line of the South West quarter of said Section, running thence South Mour and Mifty Five One-hundredths (4.55) chains to a stake, thence South Fifty Seven (57) degrees and Thirty (30) minutes East Mive and Thirty Three One-hundredths (5.33) chains, thence East Mive 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 Mine 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 Mundred 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

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.

Meginning at the North East corner of the South Mest quarter of the South Mest quarter of Section number Twenty One (21), in Township number Forty Four (41) North, of Range number Twenty Une (21) West of the Fifth Principal Meridian, running thence West Six Hundred Sixty (560) feet, thence South Thirteen Hundred Sixty (560) feet, thence South Thirteen Hundred and Twenty (1320) feet to the South line of said quarter quarter section, thence hast Two Hundred (200) feet, thence Horth Ons Hundred Fifty (150) feet, thence in a Mortheasterly direction to a point on the East line of said quarter quarter section Four Hundred (400) feet morth of the South Line of said quarter quarter section, thence Forth 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 Bast quarter, except Six (6) acres, more or less, lying West of the West prong of Spring Fork Greek, 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.

reginning at a stake in the hedge fence on the Forth line of the South One-Tourth (1/4) of the North half (1/2) of the South West quarter of Section number Twenty Wight (28), in Township number Forty Four (1/4) horth, of Range number Twenty One (21) West of the Filth Principal Meridian, Twenty Hine and Sixty One-hundredths (29,00) chains East of the West line of the South West quarter of said Section, running thence South Four and Fifty Five One-hundredths (1/5) chains to a stake, thence South Fifty Seven (1/5) degrees and Thirty (30) minutes East Five and Thirty Three One-hundredths (5.30) chains, thence East Five and Thirty-Six One-hundredths (5.30) chains, thence Horth Seven and Eighty Five One-hundredths (7.85) chains to a stake in the hedge fence, thence West Mine 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 Nundred Thirty Four (134) feet and Two (2) inches in an Fasterly 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

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J. D. Green, a single man,						
N. M. Green and Henrietta Green, his wife,						
Rachel Knight and						
J. L. Knight, her husband, and Jesse R. Green, being						
the children of Jesse Green, deceased.	April 15, 1926	Book 325, Page 110				
deceased, Henry H. Black and Lary M. Black, his wife	April 21, 1926	Book 325, Page 108				
Kemp Hieronymus, Guardian	ngini ki, iseo	100x 727, 1458 100				
and Curator of Elizabeth Hieronymus, a minor	Warch 13, 1926	Bock 325. Page 106				
ا م ا الاعتادة ، a single man	, , , , , , , , , , , , , , , , , , , ,					
and Denis C. Keleher, a single man	March 12, 1926	Book 325, Page 104				
Charles L. Wadleigh and adyne S. Wadleigh, his wife	April 20, 1926	Book 325, Page 103				
3. P. Harris and						
Charles Mingate and	April 15, 1926	Book 325, Page 101				
Cland d. Wingato, his wife Denis Corran, Agnes Curran	April 17, 1926	Book 325, Page 59				
and Wilzabeth Curran	April 19, 1926	Hook 325, Page 94				
T. L. Absher and Lucy Absher, his wife,						
Will Rever	April 17, 1926	Book 325, Page 🌿				
Mick Alt and gargrephs Alt, his wife	April 17, 1926	Book 325, Page 93				
Michael J. Donahoe, his wile	April 17, 1926	Book 325, Page 123				
Missouri Pacific Railroad Gospany	Jarch 12, 1926	Book 325, Page 94				
Lax Reicke and Finnie Reicke, his wife	May 19, 1926	Book 325, Page 91				
FORGE T.	THE EASIMENTS					
John J. Cover and Lula Gover, his wife	April 26, 1907	Book 18%, Page 357				
Robert E. Warren, widower	April 26, 1907	Book 184, Page 355				
Villiam Brefke and Margaret Brefke, his wife	January 31, 1907	Book 184, Page 351				
Peter Almouist and Matilda Almouist, his wife	June 29, 1907	Book 184, Page 353				
SPUR TRACK RASEMENT						
Robert E. Warren, unmarried	April 25, 1908	Book 184, Page 367				
OTHER PIP	E LINE EASEMENTS					
H. C. Schaefer and						
Edith Warren Schaefer,	June 24 1022	Deals 272 Page 151				
his wife Adeline M. Ochs,	June 28, 1937	Book 373, Page 454				
a single woman	August 13, 1940	Book 348, Page 277				

#### 800x 507 mse 190

Sarah Holen Warren Mason and Herbert E. Hason, her husband, Ardelle Harren Jones and Poillin C. Jones, her husband, Edith H. Schaefer and Hammy J. Schaefer and Henry C. Schaefer, her husband

August 27, 1940

Book 348. Page 270

Ony A. Thompson, Trustee Lascouri Pacific Railroad Com-1400

May 24, 1940

Book 348, Page 200

The Hissouri Facific 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 loase dated the 31st day of December, 1951, granted by Flora d. Andrews as Lessor to Party of the First Part, the obligations whereof Farty of the Second Fart shall duly assume and perform.

MaD, 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, parification 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 Fettis, 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.

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, eusements, 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 hereinbefore described and that it was lawfully sell and convey same to Farty 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.

Add, the Party of the First Part covenants with Party of the Second Part that the premises, goods, chattels, rights, privileges and tranchises 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.

STEEN OF STEEN

SEDALIA WATER COLPANY

President

C. Jd. Jaylor Issistant Secretary

STATE OF HISSOURI ) (ss

On this cth day of thunch, 1957, before me appeared

#### BUOK 507 PAGE 200

-8-

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.

377.77

Notary Public of Pettis County, No.











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

> 181925 ######

## WARRANTY DEED

DEED ......

<sub>ged</sub>s g<sub>e</sub>cerded & general Eurobum, TO Gity tetur Consumy of Redelite. Ross All Mich by Elesc Presents. The Arners Redorden and beneda Corden, ben wife orthelioted Plenturi # 13d 1: success of 12d 14 1 1 12d la 30 disela in cala generalien ut the rest of . Fired Bedellins. - 14 14un olig dates Council, of medalla, a nerwestion Arm Court of Telegraph and Telegraph and Telegraph Court of Telegraph Court of Saddlin, a corneration, . The fall-rough deviction region of particular lines and an in Pearly of Price, in the Survey of Union, that is 13 and the sust half of the Harlbourt Quester of the Bartheast quester, of ention me Transported to 1201 , in Tourness Bunker Forty Foor (44) , North-of Beene Samber Trensp see (51) . Mant of the Fifth Frincipal Meridian. Containing Teenty (\$0) ecres. 1994 1.55 . To labor and to hild that positions however an ount with jull the pighes, precision had region system throad City dutar Introdup of Indalla, a copyright (eq. its goodsanday) theest P.Corden and unused Sarder, bureaut and wife. Sign Table Congress of Sednise, a correction, 153, 1838 and selection parcelyes, our Charles there for the year 1925 and thereafter.

No extract white for the year 1925 and thereafter. aliani. . 3331145 L. C11444 14.41.5 in think 2544 Januari I.Curtino sint America Ciraden helitar dar verlennisk gruppgenaren.

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County of 294118

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grow and HER BY 1838 Paramers, That William 2. Sider , a simple mas of the Sounty of Pettis, in the Sinte of Discourt, has this day, for and in consideration of the Major Sight Thomson's Dollars (18,000.00) and other considerations sometimes in contract between the less to this seed, to him in hand paid, by dity Nater Company of Sadalia, a corporation of the County of Pettis in the State of Hissouri, Frances, parameted and Dold, and by these research last, Grant, Servain and Sall unto the said City Nater Company of Sadalia, the following decided tract of land, attends in the County of Pottis, in the State of Hissouri, that is a large for British half of the Northwest Suprier of Section Suppor 28, in Investigates them.

In MANS AND TO HOLD, the premises hereby convered with all the rights, priviled as and appartenances thereto belowing, or in any wise appartenances thereto belowing, or in any wise appartenance and the said ling and company of Senalto, its sum assorp and assigns forever, i, the said William 3, liter hereby go, examing to and with the said Gity water Conveny of Sedalia, its successors and assigns, for go self, sy heirs, executors and assignstrators, to Warrant and Defend the title to the empise bewelp governed against the claims of every parson whitsoever, except. Sends and County Deres for the year 1920, and thereifter.

10 WithCas Dis WOF, I have hereunts subported by name this litt day of limits 1925. State of Dissert)

On this 14th day of Dovenher, 1916 , before my perbonally appeared utilized in the declared himself to be single and ammarried, and to me known to be the percenteses and the executed the

IN THE THE WINDLE THE COME IN A COMMENT OF THE PROPERTY OF THE STREET OF

- Notary Pablic.

Filed for learns on the 17th day of Dec A.D. 1955 at 4 o'clock and 40 Minutes 12d. June 1991, Mescrien

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(3 coldising enterly, I have recently get up hand and affired by material seal at my office to poster, in mid County and Suppositely, the day not gave last above vertices affice to be at the seal of the seal of

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i lay 411is

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Preligitions she Primited or dry one of the time Presidence, And Southery of the December of the Company, for the time being to marriy activities to release and distribute may marriage or trust and and rail exists setucted to the State of Missouri the or here-offer a satisfic in the mode of the Southery, and of the State of Missouri the relativity, and to exceed and deliver to the same and so behalf of the Demonity and Marriage to the same and to the Demonity and Marriage to the same and the State of the Demonity and Marriage to the same and the State of the Demonity and Marriage to the same and the State of the Demonity and Marriage to the State of the State

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114 jis. 131313.

Filed for learnes on the 18th day of the A.S. 19th at 7 o'cleat and 15 Minister A.M.



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## WARRANTY DEED



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'un jan. 11, 14)

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THIS INTERIOR, Made on the 14th day of February, A.D. Blocking L. L. Charles and Proceedings of the County of the Street Fort, and Leinlin Motor Company of the County of the Street Fort.

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taberriad and secre to before me this is day of February , 1967,

A.H. Boton. Botary Public. Pettin County, Do no game ampirem april 16.1990. a millant. I

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fernij of istila j 👊 H.F. Slens being duly searn and continued on the only did say that he is the legal owner of the note described in the above efficavit of J. h. Switzer: that sold is the har boun paid to him and that it dem not be produced for conscilution because of her head last or destroyed. Affirmt wise states that raid note is mat and senset be in the bands

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Supportible and sears to tefore on this 19th day of Petruary , 1887. Posetimo E. Dandy/ Hotesy Patila, Patila County, No.

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Ease All Mon By Those Precent . That se Garl P. Pedarf & Lamy Endorf his wife . Barnen Redorf and Menda Igdarf bis wife, of the County of Morean & Pathle in the State of Minacari, here this day far and in normidaration of the our of thirteen burdred Dollars to as in bund paid by lert &. Alequina -Green Alequint of the County of Fettle . In the State of Missouri, greenhad bergained and sold , and by these precent to Great, Berguin and soll unto the suid Cerl L. Alterial and Gruce Almostat , burbant and wife, the Policeing Generated trant or carriel of lad eltrate in the County of Pettle , in the State of Microsci, that is to bay:

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BE IT REMEMBERED, that on the tolreleth day of September, 19:0 the same being too blackering and of the Regular September, 1930, Term of the Directit Court of Pettie County, Missouri, for any of the Regular September, 1930, Term of the Directit Court of the same day was bad, the trial of Civil Cases, the following among other proceedings, of the same day was bad, the trial of Civil Cases, the following among other proceedings, of the same day was bad, the trial of Civil Cases, the following among other proceedings, of the same being too blackering among other proceedings.

Secalla Water Company, a Missouri Comporation Place;;;;;,

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Lana M. Dump, Guardian of Florate Dump and Bennie V. Dump, Minora, and Florate Dump and Bennie V. Dump, and Lena M. Dump,

Defendanta

ORDER APPOINTING COMMISSIONERS IN CONDEMNATION.

Now on this 30th day of Beptember, 1930, the same being 19th day of the regular beptember Term of this Court, comes the Plaintiff in the above entitled cause, by J. T. Matter its stlorney, and presents to the Court its Petition for the condemnation of certain lands belonging to the Defendants above maked for the purpose of impounding water thereon and preventing water in the lake spacent thereto belonging to said Plaintiff from being contaminated by hogs and other stock standing in said sater, which runs immediately into the Water Torse Lake.

And it appearing to the Gourt that the above named Defendants have been duly served the notice of this application according to law, and as provided by Article 7, Chapter 90, of the Revised Statutes of Myssouri, 1919, and all the Defendants appearing in person in Court and the Court naming seen and read said application and naving heard evidence, thereon doth floating 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 in order to prevent the water in the Lake, which the City of Sedalia and innabitants thereof first their supply of water from, being contaminated by reason of stock standing in said mater outline shaper months.

And the Court does further find the land described in the petition and hereinafter described, is obvered and flooded by back water from add lake owned by the Plaintiff, and the said land is pasture land upon which hogs and other describe animalsaire pastweed, and the said land other describe describe animalsaire pastweed, and the said lake.

And the Court further finds that the Defendants, Florete Dump and Bennie V.Dump, both minors, and that Lena M. Dump is duly acting and qualified guardian of the said minors, been appointed by the Probate Court of Pettis County, Missouri, as such Cuardian of and said and is now in charge of the person of said minors and also of the property belonging to said minors including the seal saints in said petition described.

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

propertively for the latter educat to be appropriated for tests respective interests insuring our use best markle to acres.

gas the court further finds that it is a quilto necessity to somethe cold lend for the purpose of preventing rater in sold Years Norka Leke from Leing contemitated by elong and for the purpose of storing value towards, for the use of the City of Rodalia, and the inhabitania, and that it is necessary to condens exist and in adjordance with the lens of the State of Riccount.

It is Therefore ordered by the boust that like Commission, Porter Swarp, and John M. Colf ey, farm the Challested from Coldete and residents of said County of Fratis, State of Biscourt, it entail meta real artists is attended, and tony are because appointed Gomenias profess to present the outsides, if may, which was confinitely commiss of the track of lace bere hasfter pascriced, respectively, may exceptly entain by remark of the quereprotection of said track of parcel of land by the Plaintiff for the purpose reand in said Fetizion, Said track or purpose into it describes as follows, in tit;

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And the Court further finds that the time to be above described and stands as follows: Chalvides one third interest to late M. Ducy, while one third interest to finests from y, and constructed one third interest in femile T.Ducy.

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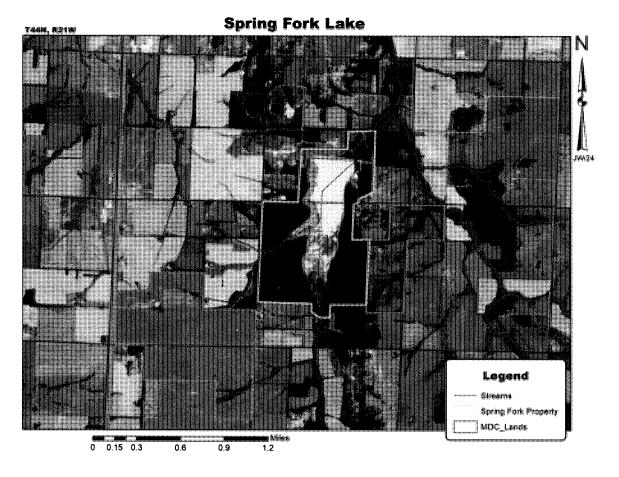
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I, Farnic M. Subgram, Clerk of the Circuit Court, within and for the Courty of Festia and State of Mysecuti, Reserv carally the above and foregoing to be a full, who and correct Gapy of the Decome of the Court, residered in the whose midition cause, all as fully so

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#### ATTACHMENT B



#### CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI

RESOLUTION NO.	
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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI, STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE THE CITY'S ANNUAL BUDGET FOR FISCAL YEAR 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:

<u>Section 1.</u> 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.

<u>Section 2.</u> 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:			
Jas	on S. Myers, City Clerk		

BILL NO.	***************************************
ORDINANCE NO	
AN ORDINANCE AMENDING THE BUDGET REGARDING POLICE VEHICLE PURCHASE	
NOW THEREFORE, BE IT ORDAINED SEDALIA, MISSOURI as follows:	BY THE COUNCIL OF THE CITY OF
Section 1. The 2024-2025 fiscal year budges 31, 2025 is hereby amended to modify certain budges schedule and made a part hereof as Exhibit A as if f	
<b>Section 2</b> . This ordinance shall be in full for approval.	rce and effect from and after its passage and
Read two times by title, copies of the proposition prior to the time the bill is under of the Council of the City of Sedalia, Missouri this 3 <sup>rd</sup>	
	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 Poilce Vehicle Purchase

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

BILL NO
ORDINANCE NO.
AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FOR THE PURCHASE OF A VEHCILE 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.
<b>Section 2.</b> 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.
<b>Section 3.</b> 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.

Andrew L. Dawson, Mayor

ATTEST:

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**

# Police Vehicle January 28, 2025 2:00 p.m. City Clerk's Office

U C C C C C C C C C C C C C C C C C C C	olerk's office
	W-K Chrysler Dodge Jeep Ram of Sedalia 2901 South Limit Sedalia, MO 65301
Total Proposed Cost	\$44,657.00
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
Manufacturer Warranty	
Engine/Transmission/ Drive Train	5 years / 100,000 miles
Electrical Systems/Components	3 years / 36,000 miles
Other Parts	None
Extended Warranty	None
Christian La	
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 <u>must</u> 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 TO BE COMPLETED BY

		סוטטבא
		YES NO
1.	Four Door SUV, all-wheel drive	
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>
3.	Air Conditioning: Factory installed air conditioner and fresh air heater and defroster	<u>/</u>
4.	Transmission: Best grade heavy duty automatic transmission recommended for Police Operations	<u></u>
5.	Steering: Power Steering with tilt wheel	
6.	Heavy duty fade resistant brakes with power booster or ABS	<u> </u>
7.	Suspension System: Heavy duty four wheel independent	
8.	Alternator: Heavy duty alternator required with minimum of 220 amps	<u></u>
9.	Battery: Heavy duty 800 c.c.a. minimum battery	

10. Glass: Tinted - all windows (ท <sub>อ</sub> T คณาT าพบ	
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.	<u>/</u>
<ol> <li>Gauges: Equipped with gauges showing temperature, oil pressure, and amperes (Individual lights are not sufficient)</li> </ol>	
<ol> <li>Power Accessories: Door locks, driver's seat and windows;</li> <li>Cruise Control to be mounted in steering wheel</li> </ol>	
16. Windshield Wipers: Two speed, intermittent windshield wipers	
17. Radio: AM/FM required	
18. Speakers: Standard factory	
<ol><li>Floor Covering: heavy duty vinyl type, both front and rear, no carpet</li></ol>	
20. Molding: Protective side body molding (if standard on model)	
<ul><li>20. Molding: Protective side body molding (if standard on model)</li><li>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</li></ul>	
21. Rear View Mirrors: Interior to have day or night tab, (selector type non-glare); outside mirrors to be of remote	
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	
<ul><li>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</li><li>22. Horns: factory equipped</li></ul>	
<ul> <li>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</li> <li>22. Horns: factory equipped</li> <li>23. Cigarette Lighter or auxiliary power supply</li> </ul>	
<ol> <li>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</li> <li>Horns: factory equipped</li> <li>Cigarette Lighter or auxiliary power supply</li> <li>Speedometer: Calibrated and properly geared for accuracy</li> <li>Anti-Freeze: Permanent anti-freeze to be furnished by dealer in the radiators of the vehicle(s) capable of withstanding -20 degree</li> </ol>	
<ol> <li>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</li> <li>Horns: factory equipped</li> <li>Cigarette Lighter or auxiliary power supply</li> <li>Speedometer: Calibrated and properly geared for accuracy</li> <li>Anti-Freeze: Permanent anti-freeze to be furnished by dealer in the radiators of the vehicle(s) capable of withstanding -20 degree temperatures</li> <li>Tires: (Five Tires) Fabric Belted or Steel Belted Radial Ply Hi-Performance Police Type, Black Wall or other tires</li> </ol>	
<ol> <li>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</li> <li>Horns: factory equipped</li> <li>Cigarette Lighter or auxiliary power supply</li> <li>Speedometer: Calibrated and properly geared for accuracy</li> <li>Anti-Freeze: Permanent anti-freeze to be furnished by dealer in the radiators of the vehicle(s) capable of withstanding -20 degree temperatures</li> <li>Tires: (Five Tires) Fabric Belted or Steel Belted Radial Ply Hi-Performance Police Type, Black Wall or other tires suitable for police usage</li> <li>Wheels: (Five Wheels) Heavy duty wheels recommended for</li> </ol>	

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

#### A. Other Information:

It shall be the responsibility of the dealer and the car manufacturer supplying the 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
COST FOR EACH VEHICLE AS A SINGLE UNIT
COST FOR DELIVERY TO THE CITY OF SEDALIA
MAKE & MODEL OF PROPOSED VEHICLE(S)
PROPOSED DELIVERY OF THE VEHICLE(S)
MANUFACTURER WARRANTY ON VEHICLE(S)  Engine, Transmission and Drive Train
IS EXTENDED WARRANTY AVAILABLE, IF YES, DESCRIBE BELOW THE WARRANTY AVAILABLE, COST AND LIMITATIONS:
DOES YOUR BID MEET ALL THE SPECIFICATIONS LISTED EXCEPT THOSE YOU HAVE NOTED IN THE ATTACHED BID CHECKLIST?YESNO
ARE THERE ADDITIONAL CHARGES NOT LISTED IN YOUR BID? (IF THE ANSWER IS YES, PLEASE SPECIFY BELOW).
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:
ON THE FRONT OF YOUR BID ENVELOPE MARK: Sedalia Police - Vehicle Bid

Mail To: Jason Myers, City Clerk imyers@sedalia.com

imyers@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.
- o 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.
<b>WHEREAS,</b> 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
<b>WHEREAS</b> , 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
<b>WHEREAS</b> , 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.
<b>Section 2</b> . 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.
<b>Section 3.</b> The City Clerk is hereby directed to file in his office said ordinance after recording said ordinance with the Pettis County Recorder of Deeds.
<b>Section 4.</b> 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.

#### PETITION TO VACATE ALLEY

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

- 1. This is a petition to vacate alley property owned by the city of Sedalia, situated east of petitioner's property located at 501-503 S Engineer street, Sedalia, MO
- 2. Petitioner seeks to improve property at the address noted above. Construction has been initiated per plans previously approved by the City of Sedalia in 2023.
- 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

José Cervandos, Sara Gil, ISI Rentals L. 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 5th 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.

## **Beacon** Pettis County, MO



