



PRE-COUNCIL MEETING

Mayor's Conference Room
Municipal Building
Monday, December 19, 2016
6:30 p.m.

MAYOR: STEPHEN J. GALLIHER

MAYOR PRO-TEM: TOLBERT ROWE

Work Session – 6:30 p.m.

1. Presentation – Sedalia Area Chamber of Commerce: Annual Report
2. Presentation – Financial Update

Committee Meetings – immediately following work session

PUBLIC SAFETY COMMITTEE Police and Fire	Russell Driskell, Chair Mary Merritt, Vice Chair
1. Review Ordinance amending the budget for the Fiscal Year 2016-2017 regarding Police Department seizure funds used for policy manual subscription.	

PUBLIC WORKS COMMITTEE Public Works, Water Pollution Control, Community Development, Water, Parks, Airport, Cemeteries and Community Center	Jeff Leeman, Chair Bob Cross, Vice Chair
<ol style="list-style-type: none"> 1. Review Ordinance vacating the unimproved Sharon Lane from the furthest Southeast ending point to a secondary point 212.50 feet to the Northwest and ending at the intersection with Missouri State Highway B in the City of Sedalia, Missouri. 2. Review Ordinance approving and accepting an antenna and equipment space lease by and between the City of Sedalia, Missouri and the United States of America, Department of Transportation, Federal Aviation Administration for the leasing of space at the Sedalia Regional Airport for the placement of remote communications outlet equipment. 3. Review Change Order from JR & Company Inc. in the amount of \$4,000 for the replacement of the roof on the Vehicle Maintenance Building. 4. Review Ordinance approving and accepting Exhibit V to the master agreement for professional services between the City of Sedalia, Missouri and Olsson Associates for engineering services. 5. Review Ordinance establishing a No Parking/Loading Zone restriction on the North side of East Nineteenth Street between South Ingram Avenue and South Lafayette Avenue in the City of Sedalia, Missouri. 6. Review Bids for the Demolition of Structures located at 1615 East 4th, 406 North Grand, 310 East Johnson, 502 North Moniteau and 701 North Prospect. 	

FINANCE/ADMINISTRATION COMMITTEE Administrative, Library and Hospital	Donald Meier, Chair Bonita Nash, Vice Chair
<ol style="list-style-type: none"> 1. Review Ordinance approving and accepting an engagement letter by and between the City of Sedalia, Missouri and Piper Jaffray & Co. with respect to the issuance of Certificates of Participation Series 2017. 2. Review Ordinance approving and accepting a Preliminary Funding Agreement by and between the City of Sedalia, Missouri and Highlands Development, L.L.C., a Missouri Limited Liability Company, for ownership and development rights in property located at 1705 West Broadway Boulevard in the City of Sedalia, Missouri. 3. Review Ordinance adding Section 16-2(i) of the Code of Ordinances of the City of Sedalia, Missouri regarding \$3.00 court costs per for the Sheriff's Retirement Fund. 	

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



CITY COUNCIL MEETING AGENDA

City Council Chambers
Municipal Building
Monday, December 19, 2016
7:00 p.m.

A. PRAYER FOLLOWED BY PLEDGE OF ALLEGIANCE

B. ROLL CALL

I. MINUTES

1. Pre-Council Meeting December 5, 2016
2. Regular Council Meeting December 5, 2016

II. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES

1. Acceptance of Citizen's Traffic Advisory Commission minutes dated November 16, 2016
2. Acceptance of Planning & Zoning Commission minutes dated November 2, 2016

III. ROLL CALL OF STANDING COMMITTEES

A. PUBLIC SAFETY – Councilmember Russell Driskell

B. PUBLIC WORKS – Councilmember Jeff Leeman

1. Approve change order from JR & Company Inc. in the amount of \$4,000 for the replacement of the roof on the Vehicle Maintenance Building
2. Award bids for the demolition of structures located at 1615 East 4th, 406 North Grand, 310 East Johnson, 502 North Moniteau and 701 North Prospect.

C. FINANCE / ADMINISTRATION – Councilmember Donald Meier

IV. NEW BUSINESS

A. ORDINANCES AND RESOLUTIONS

- Amending the budget for the Fiscal Year 2016-2017 regarding Police Department seizure funds used for policy manual subscription
- Vacating the unimproved Sharon Lane from the furthest Southeast ending point to a secondary point 212.50 feet to the Northwest and ending at the intersection with Missouri State Highway B in the City of Sedalia, Missouri
- Approving and accepting an antenna and equipment space lease by and between the City of Sedalia, Missouri and the United States of America, Department of Transportation, Federal Aviation Administration for the leasing of space at the Sedalia Regional Airport for the placement of remote communications outlet equipment
- Approving and accepting Exhibit V to the master agreement for professional services between the City of Sedalia, Missouri and Olsson Associates for engineering services
- Establishing a no parking/loading zone restriction on the North side of East Nineteenth Street between South Ingram Avenue and South Lafayette Avenue in the City of Sedalia, Missouri
- Approving and accepting an engagement letter by and between the City of Sedalia, Missouri and Piper Jaffray & Co. with respect to the issuance of Certificates of Participation Series 2017
- Approving and accepting a preliminary funding agreement by and between the City of Sedalia, Missouri and Highlands Development, L.L.C., a Missouri Limited Liability Company, for ownership and development rights in property located at 1705 West Broadway Boulevard in the City of Sedalia, Missouri
- Adding Section 16-2(i) of the Code of Ordinances of the City of Sedalia, Missouri regarding \$3.00 court costs per for the Sheriff's Retirement Fund

[Click on any agenda item to view the related documentation](#)

B. APPOINTMENTS

New:

*Brendan Hurley – Public Works Board – Completing Mary Merritt’s term expiring June 2018

C. LIQUOR LICENSES

Renewals:

*Jennifer Mather dba American Legion, 2016 W Main, Sunday Sales, \$300

*Heather Trotter dba Walgreens #7428, 801 S Limit, Packaged Liquor & Sunday Sales, \$450

*Adam McMillin dba Wal-Mart #219, 3201 W Broadway, Packaged Liquor & Sunday Sales, \$450

D. APPROVAL OF DEPARTMENT BILLS

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

F. GOOD AND WELFARE

G. ADJOURN TO CLOSED DOOR SESSION – In accordance with Sections 610.021 (1) & (2) RSMo to closed-door session for Legal Advice and Lease, Sale or Purchase of Real Estate.

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OFFICE OF THE CITY ADMINISTRATOR

To: Honorable Mayor Stephen Galliher & City Council Members
From: Gary Edwards, City Administrator
Re: Agenda items for City Council meeting on Monday, December 19, 2016

This meeting begins at 6:30 PM.

Presentations:

1. Sedalia Area Chamber of Commerce – Annual Report
2. Financial update

Public Safety Committee:

1. Review Ordinance amending the budget for Fiscal Year 2016-17 regarding the Police Department purchase of a policy manual subscription. This subscription is needed to assist the Department with a policy and procedure manual review and update that will withstand potential challenges. This is important at a time when Police Department issues are increasingly complicated. Funding for this subscription will be seizure funds.

Public Works Committee:

1. Review Ordinance vacating the unimproved Sharon Lane from the furthest Southeast ending point to a secondary point 212.50 feet to the Northwest and ending at the intersection with Missouri State Highway B. The request for the vacation was made by Interstate Studios, which owns all the property on three sides of the proposed vacation area. All needed public utility easements on this property will be reserved.
2. Review Ordinance approving and renewing an antenna and equipment space lease between the City and the Federal Aviation Administration (FAA) at the Sedalia Regional Airport. There is no cost to the FAA for the use of this City property. The City benefits by having this FAA facility at the airport. Staff recommends approval.
3. Review Change Order from JR & Company, Inc. for the amount of \$4,000 for the replacement of the roof on the Vehicle Maintenance Building. Additional needed repairs were discovered after old roofing was removed. This change order will increase the total project cost to \$106,455. This is an “after-the-fact” Change Order request because the City Administrator had to earlier approve the expense in order to avoid a work stoppage. However, the Council must also act on the Change order. Staff agrees this Change Order work is necessary and was not visible until work began.
4. Review Ordinance approving Exhibit V to the Master Agreement for professional services between the City and Olsson Associates for engineering services related to the close-out of the recently completed \$30 Million sewer project. This agreement also covers SCADA support and Wastewater Treatment Plant modifications. The total cost for all of these services shall not exceed \$69,528.
5. Review Ordinance establishing No Parking/Loading Zone restrictions on the North Side of East 19th Street between South Ingram Ave. and South Lafayette Ave. The request was made by Rest Haven Convalescent and Retirement Home. The recommendation was unanimously approved by the Citizen’s Traffic Advisory Commission during its November 16, 2016 meeting.

6. Review bids for the demolition of structures located at 1615 East 4th, 406 North Grand, 310 East Johnson, 502 North Moniteau and 701 North Prospect. Staff recommends awarding the bid for all of these properties to Poort Excavating. In all cases, Poort is the low bid.

Finance/Administration Committee:

1. Review Ordinance approving an engagement letter between the City and Piper Jaffray & Co related to the issuance of Certificates of Participation Series 2017.
2. Review Ordinance approving a Preliminary Funding Agreement between the City and Highlands Development, LLC for ownership and development rights for property located at 1705 West Broadway (the old El Tapatio building). A funding agreement requires Highlands Development to pay for any preliminary development costs instead of the City paying those costs.
3. Review Ordinance adding Section 16-2(i) of the Code of Ordinances regarding \$3.00 court costs for the Sheriff's Retirement Fund. This is a statewide issue.



CITY OF SEDALIA, MISSOURI
PRE-COUNCIL MEETING – DECEMBER 5, 2016

WORK SESSION

The Work Session started at 6:30 p.m. in the Mayor's Conference Room at the Municipal Building.

Council Members present were Jeff Leeman, Russell Driskell, Bonita Nash, Donald Meier, Bob Cross, Tolbert Rowe and Mary Merritt. Jo Lynn Turley was absent.

Presentation – Sedalia Downtown Development: Annual Report

Meg Liston, with Sedalia Downtown Development, presented the annual report and stated Sedalia Downtown Development's mission is to unite the entire Sedalia community for economic and cultural revitalization of the Downtown area.

Public Service Agreement – Scope of Services:

- **Organization** – Primary Functions are to provide unified management and coordination for the downtown commercial area; Holds affiliate status with Missouri Main Street program which requires developing and maintaining National Main Street guidelines and attendance to conferences and training; Sedalia Downtown Development's Board provides financial oversight & compliance with all Internal Revenue Service codes and requirements.
- **Marketing & Promotion** – Bringing more people downtown; Actively serves on Tourism Coalition and coordinates community efforts at promotional events; Continued "nfp" collaboration with various groups to attract large scale events to the community (i.e. Fireball Run); Provides funding and staffing for various Downtown events (i.e. Downtown Chocolate Crawl, Thanksgiving Lighting event, Scott Joplin Festival-Gazebo Park sponsorship, Queen of the Prairies Festival of the Arts, Downtown Trick or Treat).
- **Design** – Initiate and develop volunteer design proposals for facade, signage, lighting, landscape, and overall aesthetic look of the District (50% grant on Facade Design; \$7,500 match)(i.e. Downtown streetscape & gateway projects, ADA curb railings, stabilization of Sedalia Trust Co. (with Friends of the Sedalia Trust; Close to stabilization project being completed; January hope to have out for marketing), Midtown TIF funding recommendations; Central Business & Cultural District facade grants, downtown improvements, Chamber of Commerce's Leadership Sedalia mural project)
- **Economic Restructuring** – Real Estate transfers \$725,000.00; Completed improvements \$3,730,000.00; Public Infrastructure \$200,000.00; Volunteer hours 1,759 hours (\$41,442.00 value); New businesses include Nostalgia Vintage Apparel & Shops, SERC Physical Therapy, Craft Beer Cellars, Ozark Coffee Company, Bridges of Missouri, Advantage Hiring Services, The Scarlett Lens Photography and Long Lasting Impressions; Businesses relocating to downtown area include Salon Vogue, Preferred Properties and Helping All People Pursue Independence (HAPPI); Downtown District has more than 225 residential units and 500 current residents with the demand for loft apartments; Manages and maintains Amtrak passenger lobby serving 10,000 passengers annually
- Continued implementation of Downtown Strategic Plan D.R.E.A.M. Initiative & 2014 City of Sedalia Comprehensive Plan Update.

A Certified Local Government designation was recently obtained and the Department of Natural Resources has announced a preliminary award of a \$30,500.00 planning and outreach grant to the City of Sedalia for staging assistance in hosting a statewide preservation conference in May 2018.

Sedalia Downtown Development's main focus for 2017 will be Economic Development & Business Recruitment with the goal of using its charitable status & TIF funds to aggressively promote economic development of vacant structures & lots to attract new business growth. There are an estimated \$2,000,000.00 worth of real properties that are vacant or underutilized which are being aggressively marketed and information has been collected about the properties to help in recruiting new development projects (total annual costs \$222,340.00 per year for each vacant lot).

Ms. Liston thanked the City and Council for its continued commitment and support of Sedalia Downtown Development, Inc.

COMMITTEE MEETING

Public Safety Committee – Councilman Driskell, Chairman – No Report.

Public Works Committee – Councilman Leeman, Chairman, presented the following recommendations:

- Ordinance vacating four existing utility easements and a pedestrian walkway easement to E.W. Thompson, Inc. from the City of Sedalia, Missouri for property located at 2500 West Broadway was moved to full Council on motion by Rowe, seconded by Meier. All present in favor. Turley was absent.
- Ordinance accepting a utility easement from E.W. Thompson, Inc. for property located at 2500 West Broadway was moved to full Council on motion by Rowe, seconded by Driskell. All present in favor. Turley was absent.
- Change Order #1 (Final) from Preferred Construction in the amount of \$19,907.25 for the Sidewalk Project on Engineer from Broadway to 16th (Final quantity adjustments; overages due to bid quantity errors and extend tie-ins to existing sidewalks for ADA standards; budgeted \$100,000.00; contract total \$106,372.25; overage covered by another budget line item) was moved to full Council on motion by Rowe, seconded by Nash. All present in favor. Turley was absent.

Finance/Administration Committee – Councilman Meier, Chairman – No Report.

City Administrator, Gary Edwards, stated that a Strategic Planning Session will be held on January 7, 2017 at State Fair Community College beginning at 8:00 a.m. or 8:30 a.m.

Mayor Galliher stated that a few applications have been received for the Christmas Lighting Contest and passed out applications to the Council for them to encourage more people to sign up.

Mayor Galliher commented that Councilman Turley has been absent the past couple of weeks to recover from knee surgery and the doctor said she is close to returning.

With no further comments, the meeting closed at 6:51 p.m.

Respectfully submitted: Arlene Silvey, MPCC City Clerk



CITY OF SEDALIA, MISSOURI
COUNCIL MEETING – DECEMBER 5, 2016

COUNCIL MEETING

The Council of the City of Sedalia, Missouri duly met on Monday, December 5, 2016, at 7:00 p.m. at the Municipal Building with Mayor Stephen J. Galliher presiding. Mayor Galliher called the meeting to order and asked for a moment of prayer followed by the Pledge of Allegiance led by Councilman Cross.

ROLL CALL:

Jeff Leeman	Present	Donald Meier	Present
Jo Lynn Turley	Absent	Bob Cross	Present
Russell Driskell	Present	Tolbert Rowe	Present
Bonita Nash	Present	Mary Merritt	Present

SERVICE AWARDS:

30 Year Gift Card	Monte Richardson, IT Manager – IT Department
20 Year Service Pin	John Cook, Police Officer – Police Department
15 Year Service Pin	Larry Parham, Police Officer – Police Department
10 Year Service Pin	Thomas Hockaday, Equipment Operator – Street Department
5 Year Service Pin	Stefanie Gentes, Telecommunication Officer – Police Department

MINUTES:

The following minutes were approved on motion by Meier, seconded by Leeman. All present in favor. Turley was absent.

- Pre-Council Meeting November 21, 2016
- Regular Council Meeting November 21, 2016
- Special Council Meeting November 23, 2016

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES: None.

ROLL CALL OF STANDING COMMITTEES:

PUBLIC SAFETY – RUSSELL DRISKELL, CHAIRMAN – No Report.

PUBLIC WORKS – JEFF LEEMAN, CHAIRMAN

Approved Change Order #1 (Final) from Preferred Construction in the amount of \$19,907.25 for the Sidewalk Project on Engineer from Broadway to 16th on motion by Rowe, seconded by Cross. All present in favor. Turley was absent.

FINANCE & ADMINISTRATION – DONALD MEIER, CHAIRMAN – No Report.

NEW BUSINESS:

BILL NO. 2016 – 127, ORDINANCE NO. 10536 – AN ORDINANCE VACATING FOUR EXISTING UTILITY EASEMENTS AND A PEDESTRIAN WALKWAY EASEMENT TO E.W.

THOMPSON, INC. FROM THE CITY OF SEDALIA, MISSOURI FOR PROPERTY LOCATED AT 2500 WEST BROADWAY was read once by title.

2nd Reading – Motion by Rowe, 2nd by Nash. All present in favor. Turley was absent.

Final Passage – Motion by Leeman, 2nd by Cross. All present in favor. Turley was absent.

Roll Call Vote: Voting “Yes” were Leeman, Driskell, Nash, Meier, Cross, Rowe and Merritt.

No one voted “No”. Turley was absent.

BILL NO. 2016 – 128, ORDINANCE NO. 10537 – AN ORDINANCE ACCEPTING A UTILITY EASEMENT FROM E.W. THOMPSON, INC. FOR PROPERTY LOCATED AT 2500 WEST BROADWAY was read once by title.

2nd Reading – Motion by Cross, 2nd by Leeman. All present in favor. Turley was absent.

Final Passage – Motion by Leeman, 2nd by Rowe. All present in favor. Turley was absent.

Roll Call Vote: Voting “Yes” were Leeman, Driskell, Nash, Meier, Cross, Rowe and Merritt.

No one voted “No”. Turley was absent.

APPOINTMENTS: None.

BIDS: None.

LIQUOR LICENSES:

The following Renewal Liquor License was read and approved on motion by Cross, seconded by Leeman. All present in favor. Turley was absent.

- Kelly Wertz-Black dba State Fair Spirits, 1419 S. Limit – Packaged Liquor, Taste Testing, Sunday Sales

DEPARTMENT BILLS thru December 5, 2016 totaling \$407,464.75 were approved for payment on motion by Driskell, seconded by Leeman. All present in favor. Turley was absent.

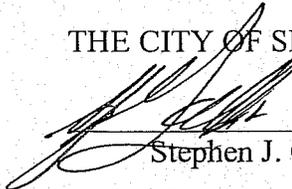
MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:

Mayor Galliher reminded everyone that if they know anyone who would like to sign up for the Christmas Lighting Contest they can do so by calling City Hall or by going online to the City’s website.

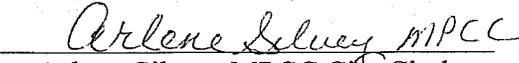
GOOD & WELFARE: None.

The meeting adjourned at 7:10 p.m. on motion by Meier, seconded by Driskell. All present in favor. Turley was absent.

THE CITY OF SEDALIA, MISSOURI



Stephen J. Galliher, Mayor



Arlene Silvey, MPCC City Clerk

TRAFFIC ADVISORY COMMISSION MEETING
NOVEMBER 16, 2016

The Traffic Advisory Commission duly met on Wednesday, November 16, 2016, at 12:00 p.m. at the City of Sedalia Municipal Building. The meeting was called to order by Chairman Esquivel.

ROLLCALL:

Members		Ex-Officio Members	
Deidre Esquivel	Present	Victoria Kottman	Not Present
James Callis	Not Present	Greg Harrell	Not Present
John Rucker	Present	Brenda Ardrey	Not Present
Shirley Neff	Present		
Dennis Henderson	Present		
Ruth Kell	Present		
David Goldsmith	Present		

Guests- Ellen Cross, Virginia Robinson

There were no minutes to approve. There was not an October 2016 meeting as there were no agenda items and the minutes from the September 14, 2016 meeting were approved via email.

UNFINISHED BUSINESS:

NEW BUSINESS:

Rest Haven Convalescent, 1800 S. Ingram Avenue, is requesting “no parking/loading zone” on the north side of 19th Street between Ingram Avenue and Lafayette Avenue. This area is very busy with deliveries for the facility, mail deliveries, and trash pickup. When vehicles are parked along the street it is very hard for these services to be done. **Staff recommends the Commission deny the request. This area is also a residential area but staff would support “no parking/loading zone” on the north side of the 19th Street from Ingram Avenue west to the end of their property.**

Cross explained that she did call and speak to Ms. Walker at Rest Haven to ask if they would consider the “no parking/loading zone” just on the north side of the street. Ms. Walker indicated that would be fine and they actually preferred just the north side. Neff asked if we denied the request would they be required to submit another one. It was explained that the Commission could approve an amended request. Kell stated the house on the corner of 19th and Ingram has a lot of traffic and vehicles. There is only one home next to the nursing home on the north side. If they have deliveries with a semi-truck then they will need the entire block. **Neff made a motion to deny the original request and move to approve an amended request for “no parking/loading zone” on the north side of 19th Street between Ingram Avenue and Lafayette Avenue. Second by Kell. All were in favor.**

Alicia Todaro, 211 South West State Route 131, Holden, MO, is requesting “no left turn Monday through Friday 3:00 p.m. to 7:00 p.m.” at the intersection of North State Fair Boulevard and W. Main Street for south bound traffic. Traffic backs up for vehicles traveling south on North State Fair Boulevard at West Main Street. This happens when the factories and businesses in the area let out for lunch and shift change. Sometimes traffic is backed up over the railroad tracks. **Staff recommends the Commission deny the request. There are alternate routes that can be used to prevent this backup. The rail line is clearly marked and drivers failing to consider safety impacts are beyond the City’s control.**

Cross stated Ms. Todaro works in Sedalia and believes it is ProEnergy. Goldsmith and Henderson stated vehicles can go north on ProEnergy Blvd. which will take them to a traffic light. Esquivel stated there are several areas in town where traffic backs up at certain times of the day for example 32nd Street and S. Limit Avenue. **Rucker made a motion to deny the request. Second by Goldsmith. All were in favor.**

OTHER ITEMS FOR DISCUSSION:

Ms. Virginia Robinson addressed the Commission about an issue with the traffic signal at St. Fair Blvd. and W. Broadway Blvd. The left turn light to turn north onto St. Fair Blvd. from Broadway Blvd. turns green even if no one is at the light. Also the north/south lights are too long and the east/west lights are too short. This backs traffic up on Broadway, especially on Friday's and holiday's. Esquivel asked if MODOT had sensors at this intersection. Cross stated she thought they did. Cross got Ms. Robinson's information and explained this would be turned over to MODOT as they control and maintain these signals.

The next meeting is December 14, 2016.

The meeting adjourned at 12:30 p.m.



PLANNING & ZONING COMMISSION

Wednesday, November 2, 2016

5:30 pm

Council Chambers

MINUTES

PRESENT:

Ann Richardson
Dan Albert
Jeff Leeman
Stephen Galliher
George Esser
Connie McLaughlin
Brenda Ardrey
Greg Nehring
Kevin Wade
Jim Norton

ABSENT:

Teresa McDermott

STAFF:

Anne Gardner
John Simmons
Andy Burt
Jilene Streit

George Esser called the meeting to order at 5:30 pm. All members present excluding one.

Jeff Leeman made the motion to accept the September 21, 2016 meeting minutes. Steve Galliher seconded the motion. All approved.

Old Business: None

New Business:

- Code Amendments Discussion; Front Yard Parking: John Simmons presented information regarding front yard parking. The subject was approached a few years ago regarding Broadway & passed on doing anything about it thinking the only reason was on Broadway. However, we are receiving complaints city wide

specifically a property located on 24th street. John has researched the Springfield, MO ordinance. It's pretty compressive & straight-forward. Please review for the November meeting. Be thinking if this is something you want to tackle or not. Springfield's ordinance contains a diagram & that is very helpful in determining where & where not you can park. John mentioned Brenda had some concerns about corner lots & driveway cuts, so will need her input regarding that. Dan Albert wanted to know if there would be a fine involved? John indicated it would be an enforcement procedure, if a violation. There is currently a rule of parking on unapproved surfaces. George indicated he knows of people that would call to report & the owner of the vehicle would move the vehicle & then move right back. John indicated we need to re-define what approved surfaces are. We don't want them to cover the entire front yard in gravel & gravel is considered an approved surface. Ann Richardson wanted to know what ideas Brenda had to share. Brenda indicated she would like to have a meeting with John to discuss these issues. Currently, if you live on a corner lot & want 2 driveway approaches to drive in your back yard, she has to grant a waiver through Public Works. If this policy goes into place & with the diagram those corner lots, Public Works will be granting a lot of waivers. We need to coordinate and look back at the waivers and determine the 2nd approach on the corner lots. Ann Richardson has a question about the 1/2 circle drives in front, as long as it's gravel then it's acceptable? John indicated that's where the committee has to define what the surface is, if it's going to be grandfathered in, etc... Anne Gardner suggests that a different word other than "grandfather" be used, need to consider what type of surface people need to have for a driveway & then how long you're going to make them be in compliance to eliminate the people that has had the driveway since 1920 that is nothing but gravel. George said that in some of the pictures there is just gravel areas of the parking lot thrown all over the place. Should be some kind of limitation or boundaries, thickness, width of area, square footage & maintenance. Brenda reminded everyone that because of the continuing storm water issues, need to be very careful about putting into place something that would result into complete yards being paved, resulting in more runoff. John indicated, the Springfield diagram, those are prohibited as parking surfaces. It can't become an impermeable surface. George indicated there are also porous pavers. John said, the materials will be taken into consideration.

- C-3 Rear yard set-backs: Andy indicated some of the zoning regulations are a bit antiquated and designed for housing & things that were in the past. Families have 3-4 vehicles now instead of back in

the 1960's and they had 1 vehicle. The C-3 Commercial District setbacks are designed to create a buffer between traffic & structures, create access to light & air for neighboring properties, creating green space for aesthetic purposes, creating fire break between properties & buildings. These designs were more for residential neighborhoods. They don't apply that well to today's commercial construction. In this situation, we have an automobile dealership that would like to reduce the set-back to 5 feet so they have more frontage space for automobiles. We have created a yard exception and that the rear yard in C-3 Commercial be reduced for automobile sales usage to 5 feet provided that the building square footage is less than 5,000 and 1 story in height. Still takes into consideration to the height & size of the building so they still have air & light access to the neighboring properties. Our current building codes require fire rated walls any time a building is closer than 10 feet to the property line. The green space purpose was primarily for residential construction where trying to control the density of the neighborhoods. This change will have to go through a public hearing which will be scheduled for a January Planning & Zoning meeting. Anne Gardner wanted to know if there are any concerns if there is a C-3 next to a residential district? Andy indicated we could put a buffer requirement for an exception in the code, but would think the building itself would act as a buffer and reduce the setback. There won't be a lot of activity between the building and the property line because it will be so close. Jeff wanted to know how you would define the rear yard? Andy indicated the rear yard is defined in our codes. The front yard is defined as the narrowest lot width with street frontage. So therefore, the rear yard would be the back part of that. On a corner lot it would be considered the narrowest lot width. Jeff wanted to know where the rear yard is at on Mr. Klein's property? Andy indicated the rear yard on that property would be an interpretation. It is a through lot so it could be done either direction as it would apply. There will always be a situation that doesn't fit the formula or the definition. George wanted to know if the address has anything to do with it? Andy said the address does not. Depends on where the house is facing and where the front yard will still be the narrowest width with street frontage. Anne indicated we needed to provide the P&Z with a zoning map. The current was April 2013. Jilene will have it updated. C-3 is highway businesses. so primarily South 65 will back up to residential area. Andy said it's designed solely for automobile sales yards. Brenda indicated there might be some easement issues that might need to be addressed. Andy said that would be part of the equation and that zoning doesn't necessarily get involved with. The easements are a separate item. George wanted to know if you are the property owner

you can pave on the easement at your own risk. Andy indicated it would be up to the individual property owner before they build on that 5 foot area. Ann Richardson would like to have pictures of the zoning information. Andy said we have corner lots, through lots, stand-alone lots. Andy said it would be pretty easy to draw up a graph of that.

- **Sign Ordinance:** Andy reported, we recently completed the update of our zoning sign ordinance, we changed a few things – wall signs was one. We didn't change too many things due to wanting to have a comprehensive review and would like to include some people from the sign industry, some people that would be affected by that before we made a whole lot of changes to it. Items in the ordinance now deal with signs and types of signs that aren't even used anymore. There is lots of new technology, reader boards, LED's, lighted signs that aren't addressed in the ordinance. A lot of the new temporary signs, the small advertising signs aren't addressed, like the feather flag signs that go up the pole & wave around, nothing deals with those specifically. There is a lot of confusion in our sign ordinance about where those types of signs fit in. There are definitions of certain types of signs but there are no regulations for that sign in the actual ordinance. Need to address the questions & concerns from the sign industry as far as our engineering requirements & what we require for wind load, snow load, etc... Also have issues with some of the inspection requirements. What are we looking at when we are doing the inspections. A lot of the places require the signs have UL stamping, we leave that up to the design professional. Just want to review the sign ordinance & review the definitions & regulations that don't apply anymore & try to get some of the signs added in that we don't currently have any information on. George wanted to know if there is a section in the International Building Code regarding signage? Andy didn't recall of a specific sign ordinance from the ICC. George recalled this committee having a conversation about the sign ordinance & prior to adopting the codes, it did have that wording in it. John said the complaints we frequently see in our office is also on social media, would like to make the sign companies a part of the solution, bring them into the conversations & understand their concerns & what frustrates them. George said there was conflict with the sign ordinance and the building codes. Andy indicated there is structural information as far as wind load, which has recently changed. Don't think there is anything we would do to conflict with that. You can amend the code. One of the changes we experienced when moving to the 2015 International Building Code, the wind load jumped from 90 mph to 105 mph. That is for any structure & a sign is a structure. It doesn't make sense to apply it to a free standing sign

that is a low risk for damage. There is some consideration for reducing that for certain square footage sign. That will be a committee decision. The UL listing needs to be determined, footing, mounting structures, etc...

Andy would like to form a committee consisting of Planning & Zoning members, members from the private industry side, and from the Community Development perspective. Andy would like to make a recommendation that 2 members from the Planning & Zoning Commission, 2 members from a sign company and 2 members from the Community Development staff, could add an architect &/or an engineer.

Anne Gardner added that since they will be a sub-committee of the Planning & Zoning Commission they will need to comply with the Sunshine Law notices for all meetings.

Would need a motion from this committee to create a sub-committee and then select members to serve. Ann Richardson made the motion to create a sub-committee and Steve Galliher seconded the motion. All approved.

Greg Nehring, George Esser and Kevin Wade were selected to serve on the committee. Andy said he will put some names together from the private industry before the next meeting.

John said he would put together a draft of the parking, C-3 setbacks & the sign ordinances based on this meeting prior to the December 7th Planning & Zoning meeting.

Steve made the motion to adjourn. Connie seconded the motion. All approved.

Memo

To: Gary Edwards, City Administrator

From: John Simmons, Community Development Director

Andrew Burt, Chief Building Official



Date: 12/13/2016

Re: Change Order for Fleet Maintenance Roof Replacement

JR & Co., Inc., who was awarded the bid to replace the Fleet Maintenance Roof at the figure of \$102,455 discovered that the brick masonry parapet wall behind the old roofing at the north and east walls requires repair. This is a common problem in older buildings such as this one. This unanticipated condition will require a repair by installing plywood at the back of the walls so they can properly adhere the new TPO membrane and terminate it. Masonry fasteners will be used to attach the plywood to the masonry.

The cost of this unanticipated condition is going to cost approximately \$4,000 for plywood and installation.

Their bid included a provision for unforeseen conditions at an average rate of \$5.00 per square foot for replacing wood deck.

We recommend that we proceed with this change order.



1142 Clay Street, N. Kansas City – Missouri 64116
 (816)-587-6148 – (800)-367-1977 – FAX (816)-746-6453

Change Order

PROJECT: *Vehicle Maintenance Building 200 S Kentucky*

CHANGE ORDER NUMBER: 001

City of Sedalia, MO 200 S. Osage Sedalia MO 65301

DATE: 12/9/2016

TO CONTRACTOR

PROJECT NUMBER: 10506

JR & Company Inc. 1142 Clay Street N. Kansas City. MO 64116

OWNER:
 ARCHITECT:
 CONTRACTOR:
 FIELD:
 OTHER:

THE CONTRACT IS CHANGED AS FOLLOWS:

(Install new plywood sheeting at brick parapet walls)

The original Contract Sum was	\$ 102,455.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 102,455.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 4,000.00
The new Contract Sum including this Change Order will be	\$ 106,455.00

The Contract Time will be increased by Two (2) days.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<p>_____ ARCHITECT <i>(Firm name)</i></p> <p>_____ ADDRESS</p> <p>_____ BY <i>(Signature)</i></p> <p>_____ <i>(Typed name)</i></p> <p>_____ DATE</p>	<p>JR & Co. Inc.</p> <p>_____ CONTRACTOR <i>(Firm name)</i> 1142 Clay St.</p> <p>_____ ADDRESS</p> <p>_____ <i>(Signature)</i></p> <p>_____ <i>Duane Smith</i> (Typed name) 12-9-2016</p> <p>_____ DATE</p>	<p>_____ OWNER <i>(Firm name)</i></p> <p>_____ ADDRESS</p> <p>_____ BY <i>(Signature)</i></p> <p>_____ <i>(Typed name)</i></p> <p>_____ DATE</p>
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MEMO

To: Gary Edwards, City Administrator
From: Andrew S. Burt, Chief Building Official *ASB*
Date: December 7, 2016
Subject: Bids For Demolition

In accordance with the City of Sedalia purchasing policy, we have obtained formal bids for demolition of the structures located at the following properties:

1615 East 4th

Knox Enterprises	\$5,100.00
B & P Excavating	\$4,250.00
Schultz Wrecking	\$3,800.00
Poort Excavating LLC	\$2,900.00

Recommend awarding bid to Poort Excavating LLC in the amount of **\$2,900.00**

406 North Grand

Knox Enterprises	\$5,200.00
B & P Excavating	\$5,000.00
Schultz Wrecking	\$3,500.00
Poort Excavating LLC	\$2,900.00

Recommend awarding bid to Poort Excavating LLC in the amount of **\$2,900.00**

310 East Johnson

Knox Enterprises	\$3,300.00
B & P Excavating	\$4,000.00
Schultz Wrecking	\$6,500.00
Poort Excavating LLC	\$2,600.00

Recommend awarding bid to Poort Excavating LLC in the amount of **\$2,600.00**

502 North Moniteau

Knox Enterprises	\$6,500.00
B & P Excavating	\$5,000.00
Schultz Wrecking	\$3,900.00
Poort Excavating LLC	\$2,900.00

Recommend awarding bid to Poort Excavating LLC in the amount of **\$2,900.00**

701 North Prospect

Knox Enterprises	\$3,900.00
B & P Excavating	\$4,750.00
Schultz Wrecking	\$4,100.00
Poort Excavating LLC	\$3,100.00

Recommend awarding bid to Poort Excavating LLC in the amount of **\$3,100.00**

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2016-2017 REGARDING POLICE DEPARTMENT SEIZURE FUNDS USED FOR POLICY MANUAL SUBSCRIPTION.

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

Section 1. The 2016-2017 fiscal year budget beginning April 1, 2016 and ending March 31, 2017 is hereby amended by increasing certain expenditures as they appear on the attached schedule and made a part hereof as Exhibit A as if fully set out herein.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 19th day of December 2016.

Presiding Officer of the Council

Approved by the Mayor of said City this 19th day of December 2016.

Stephen J. Galliher, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk

Exhibit A
City of Sedalia
FY17 Budget Admendment 12/19/2016 - Police Department Seizure Funds Used For Policy Manual Subscription

Account / Description	Current Budget	Change	Amended Budget	Comments
Revenues / Sources of Funds				
10-00-515-00 PD Seizure	(22,006.00)	(3,507.00)	(25,513.00)	Recognize Deferred Revenue As Spent
Total Revenues / Sources of Funds		<u>(3,507.00)</u>		Net (Increase) Decrease In Total Revenues
Expenditures / Uses of Funds				
10-13-227-00 Dues & Subscriptions	8,458.00	3,507.00	11,965.00	Policy & Procedure Manual Subscription Through March 31, 2017
Total Expenditures / Uses of Funds		<u>3,507.00</u>		Net Increase (Decrease) In Total Expenditures
Net Revenues Less Expenditures		<u><u>-</u></u>		Net Increase (Decrease) In Projected Fund Balance

Sedalia Police Department
INTRA-DEPARTMENTAL MEMORANDUM
Criminal Investigations Bureau

To : Chief John DeGonia

From : Commander Matthew Wirt_____

Date : December 6, 2016

Ref : Budget Amendment for Lexipol

Sir:

The last few years has brought extraordinary attention to law enforcement and law enforcement procedures. Incidents involving police have been scrutinized and police procedures have become daily events on television. In addition, the Sedalia Police Department's policy and procedure manual is due for a review and update.

Policy and procedure have become more complicated and require legal assistance in creating. Policies have increasingly been legally challenged on local, state, and federal levels from a public standpoint but also from an employee standpoint. As a result, we are challenged with the situation of finding a source for policy that can withstand all levels of review and challenges.

Attached is a proposal from Lexipol LLC which is a firm that will provide policy and training to develop and maintain the Sedalia Police Departments policy. In addition, the firm will provide training bulletins and support to train officers about our policy. I recommend we accept Lexipol's proposal.

Lexipol has agreed to prorate the subscription until our budget year ending March 31st 2017. The prorated amount is \$3507 which would be from account 10-13-227-00. However, the project will be funded through federally seized funds and will be sourced from account 10-99-602-04.

I will also forward this request to City Financial Director Kelvin Shaw requesting a budget amendment. Please see attached proposal.

This memorandum is respectfully submitted.



POLICY AND TRAINING

MISSOURI LAW ENFORCEMENT POLICY MANUAL & DAILY TRAINING BULLETINS

Presented to:

Sedalia Police Department

Proposal Date: November 10, 2016

Lexipol

6B Liberty, Suite 200
Aliso Viejo, California 92656
949.484.4444
www.lexipol.com

Karen James

Senior Account Executive
949-325-1230
kjames@lexipol.com

Proposal Valid Through: December 9, 2016



November 10, 2016

Chief John DeGonia
Sedalia Police Department
201 W. Second Street
Sedalia, Missouri 65301

Dear Chief DeGonia,

Thank you for the opportunity to propose our Law Enforcement Policy Manual and integrated Daily Training Bulletin service to your department. Since 2003, our proven policy and training solutions have helped public safety agencies across the country reduce risk, avoid litigation and focus more resources on proactive policing.

Lexipol's cost-effective model and easy-to-use web-based tools provide your agency with:

- Policies that reflect up-to-date, applicable industry standards and best practices
- Content specific to the laws and practices of Missouri
- Daily scenario-based training that reinforces your agency's policies
- Timely updates in response to new legislation and case law

Vetted by a team of attorneys specializing in public safety law, our content is used by more than 2,500 public safety agencies nationwide. As a Lexipol client, you will always have access to a current policy manual that reflects your agency's values and policing philosophy, and the peace of mind that comes from knowing your agency is protected.

Thank you again for your interest in Lexipol.

Sincerely,

LEXIPOL, LLC

Karen James

Karen James
Senior Account Executive



PRELIMINARY IN PRESENTABLE

PROPOSAL FOR LAW ENFORCEMENT POLICY MANUAL

PRESENTED TO: Sedalia Police Department

DATE: 11-10-2016

Lexipol Services	Term	Price
Annual Subscription:		
Law Enforcement Policy Manual & Daily Training Bulletins w/ Supplemental Publication Service	Annual	\$10,522
Total Recurring Annual Subscription		\$10,522
Prorated Period 12/1/2016 thru 3/31/2017:		
*12/1/2016 thru 3/31/2017	Prorate	\$3,507
Total Due		\$3,507

April 2017		
Law Enforcement Policy Manual & Daily Training Bulletins w/ Supplemental Publication Service	Annual	\$10,522
Total Due April 2017		\$10,522

Pricing is based on:

Law Enforcement – No. of Authorized Sworn Officers 47 FT + 3 Reserves

SCOPE OF SERVICES:

Law Enforcement Policy Manual & Daily Training Bulletins

- Compliant with state and federal laws and regulations
- Customized to reflect your agency's terminology and structure
- Scenario-based daily training ties policy to real-world applications
- Each DTB includes a test question that reinforces policy comprehension
- Officers can complete DTBs via computers or iOS and Android mobile devices
- DTB completion and policy acknowledgement reports available by officer, topic or policy

Policy Updates

- Delivered in response to new legislation, case law and evolving best practices
- Changes are presented in mark-up form and side-by-side comparison against existing policy
- Your agency can accept, reject or customize each update

Web-Based Delivery Platform & Mobile App (Knowledge Management System)

Included with every subscription, this state-of-the-art web-based platform features:

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies to staff
- Automated tracking and reporting of policy acknowledgement and completion of training by all staff
- Archival and easy retrieval of all versions of policy manual
- Mobile app that provides in-the-field access to policy and training materials

Supplemental Manual

- Electronically links department-specific procedural content to your policy manual
- Automated tools help ensure consistency between policy and procedure material
- Perfect for standard operating guidelines/procedures, general orders or field guides

Accreditation Tools

- Ability to integrate accreditation standards (e.g., CALEA) content into the agency's policies
- Tracking and reporting tools that facilitate audits and assessments

Customer Assistance & Support

- Training on the Lexipol web-based delivery platform
- Dedicated Account Management and Customer Service representatives assigned to agency and available via phone and email
- Lexipol Forum, an online user community of Lexipol subscribers, provides additional resources and opportunities to get questions answered and share best practices

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE VACATING THE UNIMPROVED SHARON LANE FROM THE FURTHEST SOUTHEAST ENDING POINT TO A SECONDARY POINT 212.50 FEET TO THE NORTHWEST AND ENDING AT THE INTERSECTION WITH MISSOURI STATE HIGHWAY B IN THE CITY OF SEDALIA, MISSOURI.

WHEREAS, the City of Sedalia has received a request to vacate part of an unimproved public street, specifically, that portion of said Sharon Lane located from the furthest Southeast ending point to a secondary point 212.50 feet to the Northwest and ending at the intersection with Missouri State Highway B; said request is attached hereto and incorporated herein as Exhibit A and

WHEREAS, the request was received from Inter-State Studio & Publishing Co., the owner of all of the real property located on the adjacent three sides of the proposed street to be vacated, reserving any public utility easements that are presently located within said street right-of-way.

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

Section 1. It is hereby found and determined that Sharon Lane from the furthest Southeast ending point to a secondary point 212.50 feet to the Northwest and ending at the intersection with Missouri State Highway B should be and the same is hereby vacated, reserving any public utility easements that are presently located within said street right-of-way.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 19th day of December 2016.

Presiding Officer of the Council

Approved by the Mayor of said City this 19th day of December 2016.

ATTEST:

Stephen J. Galliher, Mayor

Arlene Silvey, MPCC
City Clerk



November 3, 2016

City of Sedalia Missouri
200 South Osage
Sedalia, MO 65302
Attention: Ms. Devin Lake
Public Works Project Manager

Dear Ms. Lake:

In conformity with Ordinance Number 8392, 11-7-1988, Section 50-2 of the Sedalia Code of Ordinances, the land owner, Inter-State Studio & Publishing Co., requests the City of Sedalia to vacate the remaining portion of the unimproved street identified as Sharon Lane. A portion of the identified street was previously vacated in 1999 under bill number 99-63.

We feel that the identified street should be closed to public traffic from the furthest Southeast Property Line where it is considered a dead end, to a point 212.50 feet to the Northeast ending at the intersection with Missouri State Highway B. There are no intersecting public streets within this section, and its proposed closure does not impact any legal traffic flow. Additionally, this public street does not receive service or maintenance from the City of Sedalia. We propose to incorporate this vacated street into our property as Inter-State Studio & Publishing Co. owns the property on three adjacent sides.

We feel this change is in the best interest of the City of Sedalia and Inter-State Studio & Publishing Co. We look forward to your response.

Sincerely,

Jason Culp
Safety Director

Copies to:

Jeff Tilley, President

File

Attachments:

1. Property Owners Listing
2. Certificate of Survey
3. Street Vacating Petition

PETITION TO VACATE A STREET

To: Public Works Project Manager of the City of Sedalia, State of Missouri

The undersigned, being the representative of the property in the City of Sedalia adjoining Sharon Lane approximately 50 feet in width, respectfully petition that the identified unimproved street be vacated from the furthest Southeast ending point, to a secondary point located approximately 212.50 feet to the Northwest ending at the intersection with Missouri State Highway B for the reason it presently serves no purpose to the public and the adjoining property located on three sides is owned by Inter-State Studio & Publishing Co. Inter-State Studio is a fictitious name registration for Inter-State Studio & Publishing Co. and Inter-State Processing Co. was merged into Inter-State Studio & Publishing Co. Upon closure, the West half will be added to the property located at 3501 Highway B, and the East half will be added to the property located at 3409 Highway B.

Signed:

Inter-State Studio & Publishing Co.

Representative: Jeff Tilley President 11/22/16
Name (Signature) Title Date

State of Missouri
County of Pettis

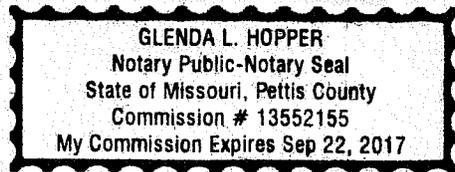
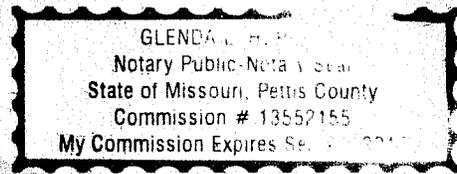
I, Glenda Hopper, A Notary Public, do hereby certify that on November 22, 2016 personally appeared before me Jeff Tilley, who, being by me first duly sworn, declared that he is the President of Inter-State Studio & Publishing Co. that he signed the foregoing documents as President of the corporation, and that the statements contained therein are true.

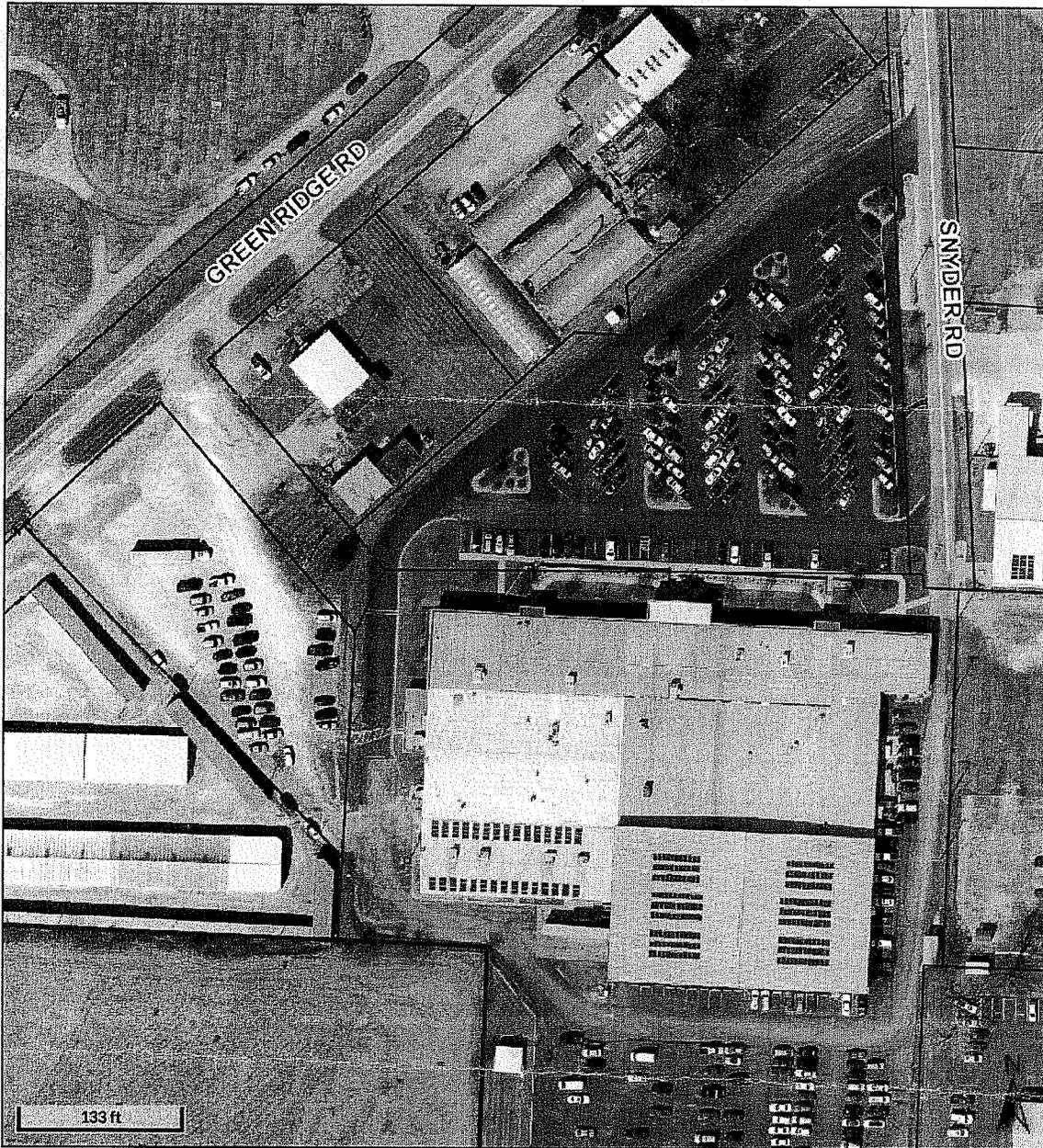
(Notarial Seal or Stamp)

Glenda L. Hopper
Notary Public

My commission expires 9-22-17

My County of Commission PETTIS





Overview

Legend

-  Political Township
-  Corporate Limits
-  Parcels
-  Roads

Disclaimer. The information provided on this site is for convenience only and is compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. In the preparation of this site, extensive efforts have been made to offer the most current, correct, and clearly expressed information possible. However, inadvertent errors can occur, and information placed on this site is not intended to replace any official source. The applicable county sources should be consulted for verification of the information provided on these pages. Users are advised that their use of any of this information is at their own risk.

Date created: 11/3/2016
 Last Data Uploaded: 11/3/2016 2:22:19 AM

 Developed by
 The Schneider Corporation

CERTIFICATE OF SURVEY

DESCRIPTION

LOT TWENTY (20) IN HIGH POINT SECOND SUB-DIVISION OF PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION SEVENTEEN (17) IN TOWNSHIP FORTY-FIVE (45) NORTH OF RANGE TWENTY-ONE (21) WEST OF THE FIFTH PRINCIPAL MERIDIAN IN PETTIS COUNTY, MISSOURI, SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND CONDITIONS OF RECORD.

FOR:

INTERSTATE STUDIOS
3500 SNYDER AVENUE
SEDALIA, MO.

MONUMENT LEGEND

◆	1/2" REBAR
·	FOUND
S	SET "

NOTES

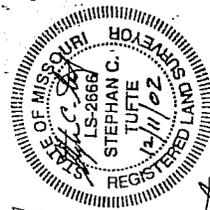
BASED ON GRAPHIC DETERMINATION ONLY, THIS PROPERTY DOES NOT LIE IN A FEMA/FIRM SPECIAL FLOOD HAZARD AREA PER COMMUNITY PANEL NO. 2902E3 QLCJ5C DATED JANUARY 5, 1996.

URBAN PROPERTY.

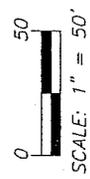
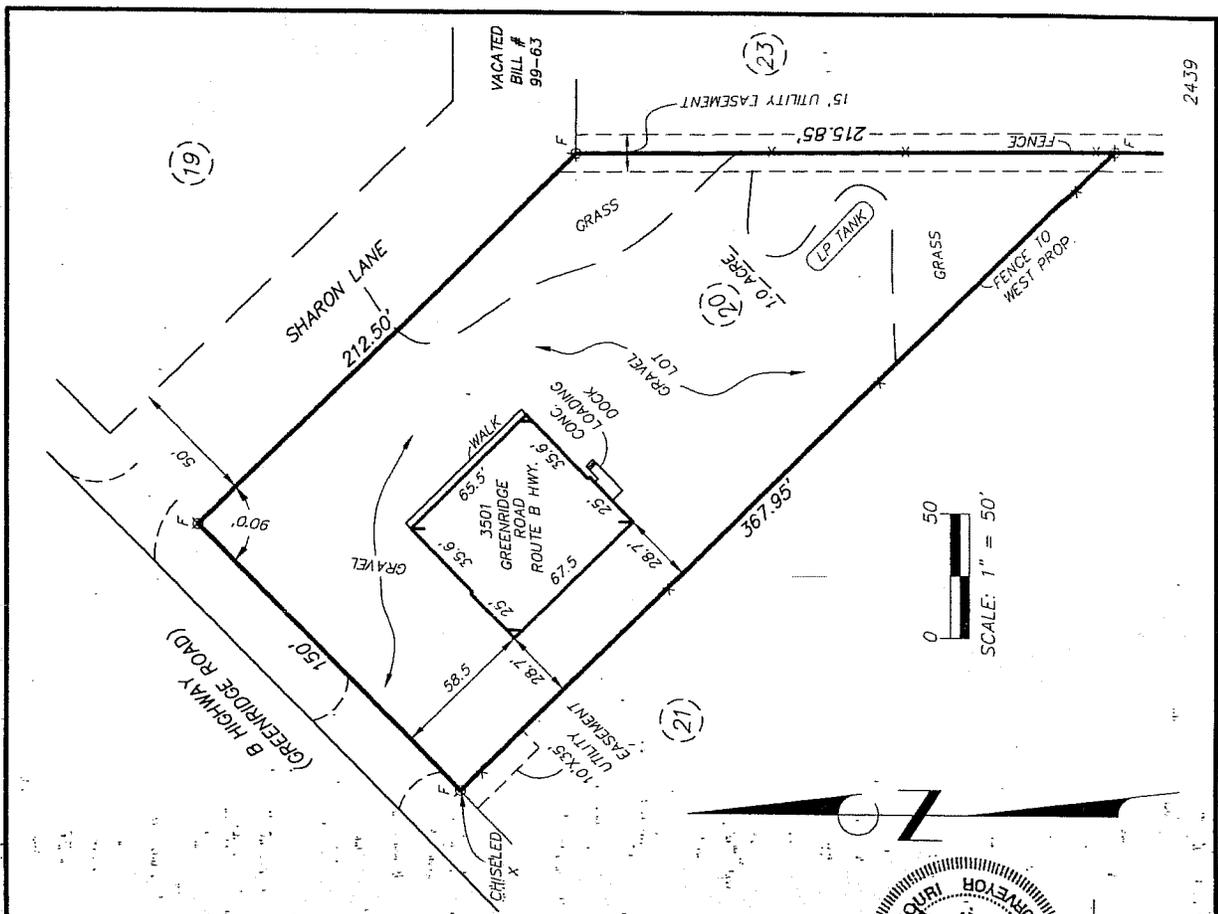
CERTIFICATION

THIS SURVEY WAS PREPARED FOR THE PARTIES WHOSE NAMES APPEAR ON THIS PLAT AND SHALL NOT BE TRANSFERRED TO ANY OTHER PARTIES OTHER THAN THOSE HAVING A DIRECT INTEREST IN THIS SURVEY AS OF THE DATE AS IT APPEARS ON THIS PLAT. THIS SURVEY OF URBAN PROPERTY WAS MADE IN ACCORDANCE WITH THE CURRENT MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

SURVEY AND PLAT BY:
ENGINEERING SURVEYS & SERVICES
EPPENAUER & ASSOCIATES DIVISION
1775 WEST MAIN STREET
SEDALIA, MISSOURI 65301
PHONE: (660) 826-8618



Stephan C. Tufte
STEPHAN C. TUFTÉ
PROFESSIONAL LAND SURVEYOR
PLS 2666



Ed

To: Gary Edwards
Through: Brenda Ardrey *BA*
From: Devin Lake *DL*
Date: December 14, 2016
Subject: Sharon Lane Vacation

Inter-State Studio & Publishing Co. has requested to vacate the right-of-way known as Sharon Lane which is located west of Snyder Avenue going south off of Hwy B. Sharon Lane, an unimproved street, sits between two properties owned by Inter-State.

It has been determined that electric, water and sanitary sewer are located within this right-of-way, therefore a utility easement will need to be retained for the entire width of the current right-of-way.

The utility easement will be described as:

The south-west twenty-five (25) feet of Lot 19 of High Point 2nd Subdivision, the south-west twenty-five (25) feet of Lot 17 of High Point 2nd Subdivision, and the north-east twenty-five (25) feet of Lot 20 of High Point 2nd Subdivision.

Public Works recommends that Council approve this vacation request.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING AN ANTENNA AND EQUIPMENT SPACE LEASE BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND THE UNITED STATES OF AMERICA, DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION FOR THE LEASING OF SPACE AT THE SEDALIA REGIONAL AIRPORT FOR THE PLACEMENT OF REMOTE COMMUNICATIONS OUTLET EQUIPMENT.

WHEREAS, The City of Sedalia, Missouri, received a proposal from the United States of America, Department of Transportation, Federal Aviation Administration; and

WHEREAS, under the proposal, the City of Sedalia shall provide utilities and lease usable space within the Administration Building of the Sedalia Regional Airport located at 1900 East Boonville, Sedalia, Missouri, to the United States of America, Department of Transportation, Federal Aviation Administration for a term of 10 years for no rent and for the placement of remote communications outlet (RCO) equipment as described in the proposed agreement attached as Exhibit A and incorporated by reference as though the proposed agreement were set forth herein.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts the antenna and equipment space lease by and between the City of Sedalia, Missouri, and the United States of America, Department of Transportation, Federal Aviation Administration in substantively the same form and content as the agreement has been proposed.

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 19th day of December 2016.

Presiding Officer of the Council

Approved by the Mayor of said City this 19th day of December 2016.

ATTEST:

Stephen J. Galliher, Mayor

Arlene Silvey, MPCC City Clerk

ANTENNA AND EQUIPMENT SPACE LEASE

Between

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

And

CITY OF SEDALIA, MISSOURI

Lease No: DTFACN-17-L-00039
(DMO) Remote Communications Outlet (RCO)
Sedalia, Missouri

This lease is entered into by and between the CITY OF SEDALIA, MISSOURI, whose address is 200 South Osage Avenue, Sedalia, Missouri 65301, and whose interest in the property hereinafter described is that of owner, hereby referred to as "LESSOR," and the UNITED STATES OF AMERICA, hereinafter referred to as the "GOVERNMENT" or the FEDERAL AVIATION ADMINISTRATION ("FAA").

WITNESSETH: The parties hereto, and for the consideration hereinafter mentioned, covenant and agrees as follows:

1. **DESCRIPTION (10/96)** – The Lessor hereby leases to the Government the following described premises: Exclusive use of approximately 70 square feet of net useable space located in the radio room of the Administration Building, Sedalia Memorial Airport, 1900 East Boonville, Sedalia, Missouri 65301-3392, which shall be related to the FAA's activities in support of Air Traffic operations.
2. **TERM (08/02)** – To have and to hold, for the term commencing on October 1, 2017 and continuing through September 30, 2027 inclusive, provided that adequate appropriations are available from year to year for the payment of rentals.
3. **CANCELLATION (08/02)** – The Government may terminate this lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate by delivering to the Lessor a written notice specifying the effective date of the termination. The termination notice shall be delivered by certified mail return receipt requested and mailed at least 30 days before the effective termination date.
4. **CONSIDERATION (NO-COST) (8/02)** - The Government shall pay the Lessor no monetary consideration in the form of rent, it being mutually agreed that the rights extended to the Government herein are in consideration of the obligation assumed by the Government in its establishment, operation and maintenance of facilities upon the premises hereby leased.

5. **HOLDOVER (07/14)** – If, after the expiration of the lease, the Government shall retain possession of the premises, the lease shall continue in force and effect on a month-to-month basis. Rent shall be paid in accordance with the terms of the lease, in arrears on a prorated basis, at the rate paid during the lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the leased premises.

6. **NON-RESTORATION (10/96)** – The FAA will have no obligation to restore and/or rehabilitate, either wholly or partially, the premises under this lease. It is further agreed that the FAA may abandon in place any or all of the structures, improvements and/or equipment installed in or located upon said property by the FAA during its tenure. Notice of abandonment will be conveyed to the Lessor in writing.

7. **SERVICES AND UTILITIES (10/08)** – Services supplied to technical equipment will be supplied by the Lessor 24 hours a day, and seven days a week. The Government will have access to the leased premises at all times, including the use of electrical services without additional payment.

- A. ELECTRICITY
- B. HVAC – 68 TO 74 DEG. F

8. **DAMAGE BY FIRE OR OTHER CASUALTY (10/96)** – If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenable as determined by the Government, the Government may terminate the lease, in whole or in part, immediately by giving written notice to the Lessor and no further rental will be due.

9. **MAINTENANCE OF THE PREMISES (01/16)** – The Lessor will maintain the demised premises, including the grounds, all equipment, fixtures and appurtenances furnished by the Lessor under this lease, in good repair. The Lessor shall ensure that all hazards associated with electrical equipment are marked in accordance with OSHA and National Fire Protection Association (NFPA) 70 electrical code.

10. **FAILURE IN PERFORMANCE (10/96)** – In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this lease, the Government may perform the service, provide the item, or meet the requirement, either directly or through a contract. The Government may deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause will constitute default by the Government on this lease.

11. **CONTRACT DISPUTES (11/03)** –

A. All lease disputes under or related to this lease contract will be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A

Lessor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

B. All Lease Disputes will be in writing and will be filed at the following address: Office of Dispute Resolution for Acquisition, AGC-70, Federal Aviation Administration, 800 Independence Avenue, SW, Room 323, Washington, DC 20591, Telephone: (202) 267-3290 Facsimile: (202) 267-3720.

C. A lease dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A lease dispute is considered to be filed on the date it is received by the ODRA.

D. The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

12. **INTERFERENCE (10/08)** – Should there be interference with the Lessor’s facility due to the FAA operations, FAA shall correct the problem immediately. If the Lessor’s facility interferes with FAA’s equipment then the Lessor will correct the problem immediately.

13. **INSTALLATION OF ANTENNAS, CABLES AND OTHER APPURTENANCES (04/12)** – The FAA shall have the right to install, operate and maintain antennas, wires and their supporting structures, including any linking wires, connecting cables and conduits atop and within buildings and structures, or at other locations, as deemed necessary by the Government. The Government will coordinate with the Lessor when installing antennas, cables, and other appurtenances.

14. **HOLD HARMLESS (10/96)** – In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 USC 2671. et. seq.), the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

15. **CLAUSES INCORPORATED BY REFERENCE:** The clauses identified below are incorporated by reference. Upon request the full text will be provided by the RECO.

- A. ANTI-KICKBACK (07/14)
- B. ASSIGNMENT OF CLAIMS (10/96)
- C. COMPLIANCE WITH APPLICABLE LAWS (10/96)
- D. COVENANT AGAINST CONTINGENT FEES (08/02)
- E. DEFAULT BY LESSOR (10/96)
- F. EXAMINATION OF RECORDS (08/02)
- G. INSPECTION (10/96)
- H. LESSOR’S SUCCESSORS (10/96)
- I. NO WAIVER (10/96)
- J. OFFICIALS NOT TO BENEFIT (10/96)

2.6.2 Antenna and Equipment Space Lease

CLSA January 2016

OMB Control No. 2120-0595

K. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (07/14)

16. **NOTICES (10/96)** – All notices/correspondence shall be in writing, reference the lease number, and be addressed as follows:

Lessor:
City of Sedalia, Missouri
200 South Osage Avenue
Sedalia, MO 65301

Government:
DOT/Federal Aviation Administration
Real Estate & Utilities Group, ALO-720
10101 Hillwood Parkway
Fort Worth, Texas 76177

17. **LEASE SUCCESSION (8/02)** - This lease succeeds Lease No. DTFACE-08-L-00010 and all other previous agreements between the parties for the leased property described in this document.

IN WITNESS WHEREOF, the parties hereto have signed their names:

CITY OF SEDALIA, MISSOURI

UNITED STATES OF AMERICA
Federal Aviation Administration

By: _____
Gary Edwards
City Administrator

Patsy J. McComis
Real Estate Contracting Officer

Date: _____

Date: _____

PUBLIC AUTHORIZATION CERTIFICATE

If agreement is made with a State, County, Municipality, or other public authority, the following certificate shall be executed by an authorized official:

I _____ certify that I am the _____ of the **City of Sedalia** named in the foregoing agreement; and that **Gary Edwards** who signed said agreement on behalf of the **City of Sedalia** was then **City Administrator** of said City; that said agreement was duly signed for and on behalf of the **City of Sedalia** by authority of its governing body, and is within the scope of its powers.

Signed _____

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING EXHIBIT V TO THE MASTER AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SEDALIA, MISSOURI AND OLSSON ASSOCIATES FOR ENGINEERING SERVICES.

WHEREAS, on June 15, 2009 the City of Sedalia executed an Administrative Consent Order, 2009 – 1002 with the Missouri Department of Natural Resources for required improvements to be made to the City's Wastewater Sewer System by July 31, 2016; and

WHEREAS, the City of Sedalia, Missouri approved a Master Agreement for Professional Services between the City of Sedalia and Olsson Associates on June 15, 2009 for services rendered; and

WHEREAS, under the attached agreement labeled Exhibit V, Olsson Associates shall provide services associated with the final close out of the overall project and on-going support assistance; and

WHEREAS, and as consideration therefore, the City of Sedalia, Missouri, shall pay Olsson Associates lump sums as follows for said services:

- **Task 930001 – Project Close out - \$24,528.00;** and

WHEREAS, and as consideration therefore, the City of Sedalia, Missouri shall pay Olsson Associates on a time and expense basis, estimated amounts, for the following services:

- **Task 510001 – SCADA Support - \$15,000.00**
- **Task 710001 – WWTP Permit Modifications - \$30,000.00**

Total estimated compensation shall not exceed Sixty-nine Thousand Five Hundred Twenty-eight Dollars (\$69,528.00). All terms are as more fully described in the proposed agreement attached to this ordinance and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri hereby approves and accepts the agreement by and between the City of Sedalia, Missouri and Olsson Associates in substantively the same form and content as the agreement has been proposed.

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection in the City Clerk's Office prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 19th day of December 2016.

Presiding Officer of the Council

Approved by the Mayor of said City this 19th day of December 2016.

Stephen J. Galliher, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk



EXHIBIT "V" to GENERAL PROVISIONS ATTACHED TO
MASTER AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CLIENT AND OLSSON, DATED JUNE 10, 2009

DESCRIPTION OF BASIC PROFESSIONAL SERVICES AND RELATED MATTERS

This is an exhibit attached to and made a part of the General Provisions attached to the Master Agreement for Professional Services dated June 10, 2009 between City of Sedalia, Missouri ("Client") and Olsson Associates ("Olsson") providing for professional services. The Basic Services of Olsson are as indicated below.

GENERAL

Olsson shall perform for Client professional services in all phases of the Projects to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional representative for the Project, providing professional consultation and advice and furnishing customary services incidental thereto.

PART I: SCOPE OF SERVICES

This scope of services includes the final close out of the overall project and on-going support assistance.

EXHIBIT "V" SERVICES

PHASE 930 – PROJECT CLOSE OUT

Olsson shall assist the Client in the close out of the program management and construction phase of the project. Olsson shall perform the tasks listed below.

Task 971: Data Collection - Olsson shall collect performance data from the improved system to assist in completion of Task 974, at a minimum.

Task 972: SCADA Data – Olsson shall pull the available data from the flow meters to evaluate the impacts of the improvements to the system to assist in completion of Task 974, at a minimum.

Task 973: Data Evaluation – Based on the data collected, Olsson shall evaluate the improvements to the system

- Task 974: MDNR Submittal** – Utilizing the data collected and construction information, Olsson shall develop the final submittal to MDNR for the Administrative Order on Consent (OAC). The AOC 1002 final close-out report submittal shall include an attachment providing tables and showing in graphical format the results of the data analyzed and a brief narrative discussing reduction volumes as a result of the projects.
- Task 975: MDNR Response to Comments** – Olsson shall respond to comments from MDNR regarding the close out of the project.
- Task 976: Presentation City Council** - Olsson will attend a City Council to update the Council on the project and the impact of improvements. A total of 1 meeting is anticipated.

PHASE 931 – ON-GOING WORK

PHASE 931, TASK 510001 – SCADA Support

The purpose of this task to develop a work order system to provide general SCADA System support services on an as-needed basis. Services may include (but not limited to): PLC and HMI programming, process control modifications and instrumentation troubleshooting for all areas of the SCADA that are beyond one year since installation.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

The anticipated completion of services is December 15, 2017 and will be presented to the City for yearly renewal.

PHASE 931, TASK 710001 – NPDES Permitting

This task is for the future NPDES Permitting and Local Industrial permitting needs. This fee will be on a time and expense basis. The anticipated completion of services is July 18, 2017.

Olsson shall utilize Black & Veatch as a sub-consultant to complete work associated with the renewal of NPDES Permits at the Wastewater Treatment Plants. Work to also include assistance to local industries for the implementation of the new local limits. Work to be performed are listed below.

- Meetings with MDNR – Olsson and Black & Veatch will attend meetings with MDNR regarding the renewal of the NPDES Permits at the Wastewater Treatment Plants as requested by the Client.
- Response to Permitting Activities– Olsson and Black & Veatch review draft permits and prepare response to permit requirements regarding the renewal of the NPDES Permits at the Wastewater Treatment Plants as requested by the Client.

- Request to MDNR - Olsson and Black and Veatch shall develop request to MDNR for changes to the draft NPDES Permits for the Wastewater Treatment Plants as requested by the Client.
- Industrial Permitting Support – Olsson and Black & Veatch will respond to comments from Industrial users for the draft industrial user and include assistance to local industries for the implementation of the new local limits and assist the City with enforcement of the local limits as requested by the Client.

PART II: COMPENSATION

For the services described in this Exhibit (Phase 930), the Client agrees to pay Olsson the following lump sum amounts for the following Task:

Task 930001 – Project Close out	<u>\$24,528.00</u>
Total for Lump Sum Services:	\$24,528.00

For the services described in this Exhibit (Phase 931), the Client agrees to pay Olsson on a time and expense basis for the following Task. The fee below is an estimated amount, however it cannot be exceeded without prior approval:

Task 510001 – SCADA Support	\$15,000.00
Task 710001 – WWTP Permit Modifications	<u>\$30,000.00</u>
Total Estimated amount for Services:	<u>\$45,000.00</u>
Total Estimated amount for complete Exhibit:	\$69,528.00

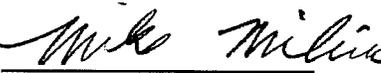
PART III: SCHEDULE

Anticipated Start Date: December 15, 2016

Completion Date: December 15, 2017

OLSSON ASSOCIATES

By: 
 Michael J. Lally, P.E.

By: 
 Michael Milius, PE

If you accept this Exhibit "V", please sign below:

CITY OF SEDALIA, MISSOURI

By: _____

Title: _____

Dated: _____

F:\PROJECTS\009-0827\Docs\Contracts\Exhibit V\01_Sedalia Master Agreement Exhibit V - Rev3 Final.docx



Date: 8/25/2016

Job: Sedalia WWTP Improvements - Exhibit V

F:\Projects\009-0827\Docs\Contracts\Sedalia Master Agreement Exhibit V.xlsx

Phase/ Task	Description of Work	TOTAL MAN- DAYS	TOTAL LABOR FEE	TOTAL EXPENSE FEE	TOTAL FEE
	Phase 970 - Project Closeout				
971	Data Collection	4.00	\$4,735		\$4,735
972	SCADA Data	3.00	\$3,586		\$3,586
973	Data Evaluation	2.50	\$3,296		\$3,296
974	MDNR Submittal	6.00	\$7,551		\$7,551
975	MDNR Respond to Comments	2.00	\$2,367		\$2,367
976	Council Presentation	2.00	\$2,817	\$176	\$2,993
	Sub-Total	19.50	\$24,352	\$176	\$24,528

To: Gary Edwards
From: Brenda Ardrey *BA*
Date: December 14, 2016
Subject: Olsson Associates Exhibit V

Public Works recommends approval of Exhibit V from Olsson Associates for an estimated amount of \$69,528. The fee is estimated as some of the services will be billed on a time and expense basis.

This exhibit brings to close the \$30 million sewer project and covers three areas.

1.) Formal close-out of the \$30 million sewer project

This item includes final reporting, such as the cover letter, data analysis and graphics detailing trends, i.e., reduction in volumes that are required under the Missouri Department of Natural Resources (MDNR) Administrative Order on Consent #1002. This information is required as part of the close-out process.

2.) Ongoing support of the Supervisory Control And Data Acquisition (SCADA) System for the sanitary sewer system

The SCADA system allows for remote monitoring and data acquisition from the wastewater treatment plants and collection system operations. This item covers the charges related to the timely upkeep of this system.

3.) Support for National Pollution Discharge Elimination System (NPDES) permitting at the three (3) wastewater treatment plants

This item will continue the City's access to the technical experts made available through Olsson's subcontract with Black and Veatch that assist with the permitting process at MDNR. The last of the required sampling data will be provided in December allowing for final submission of data sets. MDNR will then have the information necessary to complete their review for issuance of permits to the three plants.

Thank you.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING A NO PARKING/LOADING ZONE RESTRICTION ON THE NORTH SIDE OF EAST NINETEENTH STREET BETWEEN SOUTH INGRAM AVENUE AND SOUTH LAFAYETTE AVENUE IN THE CITY OF SEDALIA, MISSOURI.

WHEREAS, the Citizen's Traffic Advisory Commission received a request to establish a no parking/loading zone restriction on the North side of East Nineteenth Street between South Ingram Avenue and South Lafayette Avenue; and

WHEREAS, the Citizen's Traffic Advisory Commission approved the request at its November 16, 2016 meeting by a 6 – Yes 0 – No vote and hereby recommends that the Council also approve the request to establish the no parking/loading zone restriction.

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

Section 1. The Council of the City of Sedalia, Missouri hereby approves the establishment of the no parking/loading zone restriction on the North side of East Nineteenth Street between South Ingram Avenue and South Lafayette Avenue.

Section 2. The City's Street Department is authorized to erect any signs denoting the above listed parking restriction and the City Clerk is ordered to place this traffic restriction in the City's Master Schedule of Traffic Restrictions.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 19th day of December 2016.

Presiding Officer of the Council

Approved by the Mayor of said City this 19th day of December 2016.

Stephen J. Galliher, Mayor

ATTEST:

Arlene Silvey, MPCC
City Clerk

TRAFFIC ADVISORY COMMISSION REQUEST / SUGGESTION SUBMISSION FORM

Date Submitted: 11 / 2 / 2016

Submitter=s Name: Rest Haven Convalescent, Aryn Walker, Administrator

Submitter=s Address: 1800 S. Ingram Avenue
Sedalia, MO 65301

Submitter=s Phones: 660-827-0845

Request / Suggestion: No parking/loading zone on the north side of 19th Street
between Ingram Avenue and Lafayette Avenue.

Reason needed / benefit anticipated: The street is very busy with deliveries for the facility,
mail delivery, and trash removal. When vehicles are parked in this area it makes it very hard
for the services to be done.

TRAFFIC ADVISORY COMMISSION REVIEW

The city of Sedalia Traffic Advisory Commission reviewed this request/suggestion on:

16 day, November, 2016 by a vote of 6 to 0.

The Commission recommends that the City Council: adopt the submitted suggestion.
(adopt/dismiss)

Attested to by Commission Chairman:

Deidre L. Moore 12, 14, 16

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING AN ENGAGEMENT LETTER BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND PIPER JAFFRAY & CO WITH RESPECT TO THE ISSUANCE OF CERTIFICATES OF PARTICIPATION SERIES 2017.

WHEREAS, The City of Sedalia, Missouri, in considering the issuance of approximately \$3,645,800 of Certificates of Participation, Series 2017 (the "Certificates") to refund for interest cost savings the callable maturities of the City's Refunding Certificates of Participation, Series 2007, accepted a proposal from Piper Jaffray & Co who was selected through a competitive process; and

WHEREAS, the proposal accepted from Piper Jaffray and Company included a direct placement with Capital One Public Funding, LLC; and

WHEREAS, Capital One Public Funding, LLC proposed a commitment letter to further document the understanding and process to move forward with this transaction and such commitment letter was approved and accepted by Council during its November 23, 2016 meeting; and

WHEREAS, Piper Jaffray & Co proposed an engagement letter with certain disclosures to further document the understanding, process, and roles of each party to move forward with this transaction.

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 engagement letter by and between the City of Sedalia, Missouri, and Piper Jaffray & Co. in substantively the same form and content as the engagement letter has been proposed.

Section 2. The Council of the City of Sedalia, Missouri, hereby acknowledges receipt of the disclosures incorporated in the engagement letter as Appendix A and B.

Section 3. The Mayor is authorized and directed to execute the engagement letter in substantively the same form and content as the commitment letter has been proposed, and the City Clerk is hereby authorized and directed to attest and fix the seal of the City of Sedalia, Missouri, on this ordinance.

Section 4. The City Clerk is hereby directed to file in her office a duplicate or copy of the engagement letter after it has been executed by the parties or their duly authorized representatives.

Section 5. 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 19th day of December 2016.

Presiding Officer of the Council

Approved by the Mayor of said City this 19th day of December 2016.

ATTEST:

Arlene Silvey, MPCC City Clerk

Stephen J. Galliher, Mayor

December 13, 2016

Mr. Kelvin Shaw, Finance Director
City of Sedalia
Municipal Building Office 102
200 S. Osage Avenue
Sedalia, Missouri 65301

Re: Engagement Letter
Refunding Certificates of Participation, Series 2017 ("Loan") (the "Bonds")

Dear Mr. Shaw:

This letter confirms the agreement between Piper Jaffray & Co. ("Piper Jaffray" or "we" or "us") and the City of Sedalia, Missouri for purposes of entering into the Transaction (as hereafter defined)(the "Issuer" or "you") as follows:

1. **Engagement.** The Issuer engages Piper Jaffray to act as your exclusive representative for the proposed direct placement transaction (the "Transaction") by sale of securities, (the "Securities"), and we accept this engagement upon the terms and conditions set forth in this agreement. This engagement is pursuant to the City of Sedalia, Missouri Request for Proposals Underwriter or Placement Agent or Financial Institution To Buy And Hold dated October 21, 2016 ("RFP") and Piper Jaffray Response to Request for Proposal to Serve as Underwriter or Placement Agent dated November 4, 2016 ("Proposal"). Such RFP and Proposal are hereby incorporated herein.

During the term of our engagement, we will, as appropriate to the Transaction:

- consult with you in planning and implementing the Transaction;
- assist you in preparing any transaction materials (the "Transaction Materials") we mutually agree are beneficial or necessary to the consummation of the Transaction;
- assist you in preparing for due diligence conducted by Capital One;
- consult with you in structuring the investment; and
- assist you in negotiating definitive documentation.

As currently contemplated, the Transaction will be a sale of Securities with gross proceeds of approximately \$3,645,800. You acknowledge and agree that our engagement pursuant to this letter is not an agreement by us or any of our affiliates to underwrite or purchase any Securities or otherwise provide any financing, nor an agreement by you to issue and sell any Securities. You may in your discretion postpone, modify, abandon or terminate the Transaction prior to closing. We may decline to participate in the Transaction if we reasonably determine that the Transaction is materially changed.

2. **Fees.** For our services, you agree to pay us:
 - a placement fee of 0.45% of the gross proceeds received by you on all sales of the Securities payable by wire transfer of immediately available funds at closing. The fee shall not be payable in the event a closing of the Transaction does not occur.
3. **Representations, Warranties and Agreements of the Issuer.** You represent and warrant to, and agree with us, that:
 - (a) the Securities will be sold by you in compliance with the requirements for exemptions from registration or qualification of, and otherwise in accordance with, all federal and state securities laws and regulations;
 - (b) you agree to be responsible for the accuracy and completeness of any Transaction Materials to the extent of federal securities laws applicable to the Transaction. You agree to notify us promptly of any occurrence prior to closing of any material adverse changes, or development that may lead to any material adverse change, in your business, properties, operations, financial condition or prospects and concerning any statement contained in any Transaction Material, or in any other information provided to us, which is not accurate or which is incomplete or misleading in any material respect;
 - (c) you will make available to us such documents and other information which we reasonably deem appropriate and will provide us with access to your officers, directors, employees, accountants, counsel and other representatives; it being understood that we will rely solely upon such information supplied by you and your representatives without assuming any responsibility for independent investigation or verification thereof; and
 - (d) at the closing, you will permit us to rely on your representations and warranties, and cause your counsel to permit us to rely upon any opinion, furnished to any purchaser of Securities or any investor letter or certificate provided by the Purchaser.
4. **Other Matters Relating to Our Engagement.** You acknowledge that you have retained us solely to provide the services to you as set forth in this agreement. As placement agent, Piper Jaffray may provide advice concerning the structure, timing, terms, and other similar matters concerning the Transaction. Attached to this letter are regulatory disclosures required by the Securities and Exchange Commission and the Municipal Securities Rulemaking Board to be made by us at this time because of this engagement. We may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures. It is our understanding that you have the authority to bind the issuer by contract with us, and that you are not a party to any conflict of interest relating to the Transaction. If our understanding is incorrect, please notify the undersigned immediately.
5. **Termination.** You or we may terminate our engagement under this agreement, with or without cause, upon thirty days' written notice to the other party; your representations, warranties and agreements, and miscellaneous provisions of this agreement will survive any termination of our engagement under this agreement.
6. **Miscellaneous.** This agreement, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this agreement or the negotiation, execution or performance of this agreement, will be governed by and construed in accordance with the laws of Missouri. You and we hereby waive all right to trial by jury in any action, proceeding, or counterclaim (whether based upon contract, tort or otherwise) in connection with any dispute

arising out of this agreement or any matters contemplated by this agreement. This agreement embodies the entire agreement and understanding between you and us and supersedes all prior agreements and understandings relating to the subject matter of this agreement. This agreement may be executed in any number of counterparts. The invalidity or unenforceability of any provision of this agreement will not affect the validity or enforceability of any other provisions of this agreement, which will remain in full force and effect. You and us will endeavor in good faith negotiations to replace the invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid or unenforceable provisions. This agreement is solely for the benefit of you and us, and no other person will acquire or have any rights by virtue of this agreement.

Please confirm that the foregoing correctly and completely sets forth our understanding by signing and returning to us the enclosed duplicate of this engagement agreement.

Thank you.

Sincerely,



Todd Goffoy
Managing Director
Piper Jaffray & Co.

Acknowledgement of Approval of Engagement
and Receipt of Appendix A and B Disclosures
Stephen J. Galliher, Mayor
City of Sedalia, Missouri

Date: _____

Appendix A – G-17 Disclosure

We are providing you with certain disclosures relating to the Bonds as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 in accordance with MSRB Notice 2012-25 (May 7, 2012)¹. Under new federal regulations, all underwriters and placement agents are now required to send the following disclosures to you (as the Issuer of the Bonds) in order to clarify the role of a placement agent and other matters relating to a private placement of the Bonds.

Piper Jaffray intends to serve as a placement agent respecting the Bonds and not as a financial advisor or municipal advisor to you. As part of our services as a placement agent, Piper Jaffray may provide advice concerning the structure, timing, terms, and other similar matters concerning an issue of municipal securities that Piper Jaffray is placing.

Our Role as Placement Agent:

In serving as placement agent for the Bonds, these are some important disclosures that clarify our role and responsibilities:

- (i) MSRB Rule G-17 requires us to deal fairly at all times with both municipal issuers and investors;
- (ii) Our primary role in this transaction is to facilitate the sale and purchase of municipal securities between you and one or more investors for which we will receive compensation;
- (iii) Unlike a municipal advisor, we do not have a fiduciary duty to you under the federal securities laws and are, therefore, not required by federal law to act in your best interests without regard to our own financial or other interests;
- (iv) We have a duty to arrange the purchase securities from you at a fair and reasonable price, but must balance that duty with our duty to arrange the sale to investors at prices that are fair and reasonable; and
- (v) In the event an official statement is prepared, we will review the official statement for your securities in accordance with, and as part of, our responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.

Our Compensation:

As placement agent, compensation will be by a fee that was negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee, discount or placement agent fee will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter or placement agent may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

Risk Disclosures:

In accordance with the requirements of MSRB Rule G-17, attached as Appendix B is a description of the material aspects of a typical fixed rate offering, including the Bonds. This letter may be later supplemented if the material terms of the Bonds change from what is described here.

If you have any questions or concerns about these disclosures, please make those questions or concerns known immediately to me. In addition, you should consult with your own financial, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

¹ Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal Securities (effective August 2, 2012).

Appendix B – Risk Disclosures

The following is a general description of the financial characteristics and security structures of fixed rate municipal bonds (“Fixed Rate Bonds”), as well as a general description of certain financial risks that you should consider before deciding whether to issue Fixed Rate Bonds.

Financial Characteristics

Maturity and Interest. Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities. Maturity dates for Fixed Rate Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity), one or more term maturities (specified principal amounts are payable on each term maturity date), a combination of serial and term maturities, or bullet maturities, in which all the Bonds mature on a single maturity date. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Fixed Rate Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

Redemption. Fixed Rate Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all of the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds will be subject to optional redemption only after the passage of a specified period of time, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

Security

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below.

General Obligation Bonds

“General obligation bonds” are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. Ad valorem taxes necessary to pay debt service on general obligation bonds may not be subject to state constitutional property tax millage limits (an unlimited tax general obligation bond). The term “limited” tax is used when such limits exist.

General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds have certain rights under state law to compel you to impose a tax levy.

Revenue Bonds

“Revenue bonds” are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of your full faith and credit and you are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the

financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

General Fund Obligations

"General Fund Obligations" are debt securities that are payable from an issuer's general fund and are not secured by a specific tax levy like a general obligation bond or a specific revenue pledge like a revenue bond. General fund obligations come in many varieties and may be a continuing obligation of the general fund or may be subject to annual appropriation. Often general fund obligations are issued in the form of certificates of participation in a lease obligation of the issuer.

Financial Risk Considerations

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all of the following:

Risk of Default and Fiscal Stress

You may be in default if the funds pledged to secure your bonds are not sufficient to pay debt service on the bonds when due. The consequences of a default may be serious for you and may include the exercise of available remedies against you on behalf of the holders of the bonds. Depending on state law, if the bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes or other budgetary adjustments may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the bonds are revenue bonds, subject to applicable state law and the terms of the authorizing documents, you may be required to take steps to increase the available revenues that are pledged as security for the bonds.

Bonds payable from the general fund, particularly bonds without a defined revenue stream identified to pay debt service, reduce your flexibility to balance the general fund. Because a fixed debt service payment is required to be paid regardless of how your general fund is impacted by revenue losses or by increased expenses, you have less flexibility in the options available to you in assuring a balanced budget for your general fund.

General Fund Obligations that are Project Based. Some general fund obligations are issued for projects which are expected to generate revenues that will pay for some or all of the debt service on the bonds. In the event the project does not generate the anticipated levels of revenues available for debt service, or, in the extreme case, does not create any revenue available for debt service, you may need to make payments from other available general fund revenues. This may force you to reduce other expenditures or to make difficult decisions about how to pay your debt service obligation while meeting other expenditure needs.

General Fund Obligations that are Subject to Annual Appropriation. Some general fund obligations require that debt service is subject to annual appropriation by your governing body. If your governing body decides not to appropriate payments for debt service, your credit ratings may be negatively impacted and you may be forced to pay a higher interest rate on future debt issuance or may be unable to access the market for future debt issuance.

For all bonds, a default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, it may be necessary for you to consider available

alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

Redemption Risk

Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. In the event that interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

Refinancing Risk

If the financing plan contemplates refinancing some or all of the bonds at maturity (for example, if there are term maturities, bullet maturities or if a shorter final maturity is chosen than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent the refinancing of those bonds when required. Further, limitations in the federal tax rules on advance refunding of bonds (an advance refunding of bonds occurs when tax-exempt bonds are refunded more than 90 days prior to the date on which those bonds may be retired) may restrict the ability to refund the bonds to take advantage of lower interest rates.

Reinvestment Risk

You may have proceeds of the bonds to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as "negative arbitrage".

Tax Compliance Risk

The issuance of tax-exempt bonds is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of the tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on the bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If the bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A PRELIMINARY FUNDING AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND HIGHLANDS DEVELOPMENT, L.L.C., A MISSOURI LIMITED LIABILITY COMPANY, FOR OWNERSHIP AND DEVELOPMENT RIGHTS IN PROPERTY LOCATED AT 1705 WEST BROADWAY BOULEVARD IN THE CITY OF SEDALIA, MISSOURI.

WHEREAS, The City of Sedalia, Missouri, has received a preliminary funding agreement from Highlands Development, L.L.C., a Missouri Limited Liability Company; and

WHEREAS, under the agreement, Highlands Development, L.L.C., a Missouri Limited Liability Company, has interest in acquiring ownership and development rights in property located at 1705 West Broadway Boulevard and desires to redevelop said property for commercial business use as described in the proposed agreement attached hereto as Exhibit A and incorporated by reference.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts the preliminary funding agreement by and between the City of Sedalia, Missouri, and Highlands Development, L.L.C., a Missouri Limited Liability Company, as contained in Exhibit A attached, in substantively the same form and content as the agreement has been proposed.

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 19th day of December 2016.

Presiding Officer of the Council

Approved by the Mayor of said City this 19th day of December 2016.

Stephen J. Galliher, Mayor

ATTEST:

Arlene Silvey, MPCC City Clerk

PRELIMINARY FUNDING AGREEMENT

This **PRELIMINARY FUNDING AGREEMENT** ("Agreement") is entered into this ^{12th} day of December, 2016, between the **CITY OF SEDALIA, MISSOURI** a Missouri municipal corporation (the "City"), and **HIGHLANDS DEVELOPMENT, L.L.C.**, a Missouri limited liability company, or its assigns (the "Company").

RECITALS

WHEREAS, the Company is interested in acquiring ownership and development rights in certain property located generally at 1705 Broadway and desires to seek the redevelopment of that property for commercial business uses; and

WHEREAS, the Company desires to prepare for the City's consideration an application to request incentives, including but not limited to a community improvement district "Development Incentives Application"; and

WHEREAS, the City may be requested to provide such other services and assistance as may be required to implement and administer the Development Incentives Application through its consideration by the Council; and

WHEREAS, the City does not have a source of funds to finance costs incurred by it, in the form of additional legal, financial, planning, transportation and engineering, and other consultants, or for direct out-of-pocket expenses and other costs resulting from services rendered to the Company to review, evaluate, process and consider the Development Incentives Application; and

WHEREAS, in order for the City to fully consider and evaluate the Development Incentives Application, the City has requested Company to deposit funds with the City to be used by the City to pay for the City's actual out-of-pocket expenses necessary to perform a full evaluation of the Development Incentives Application and engage consultants as needed for such evaluation.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Services to be Performed by the City.** The City shall:
 - A. Consult with the Company on the preparation and consideration of the Development Incentives Application, give all notices, make all publications and hold hearings as required by all applicable laws;
 - B. Provide necessary staff, legal, financial, appraisal, and planning assistance to prepare and present the Development Incentives Application to the City Council and to prepare and present required ordinances to the City Council;
 - C. In the event that the City Council approves all or any portion of the Development Incentives Application, provide the necessary staff and legal, financial, appraisal, and planning assistance to prepare and negotiate a definitive agreement between the Company and the City for implementation of the Development Incentives Application or appropriate portion thereof;

D. In the event that a definitive agreement between the Company and the City for implementation of the Development Incentives Application or an appropriate portion thereof is entered into, provide the necessary staff, legal, financial, appraisal, and planning assistance to administer such agreement(s) and implement the Development Incentives Application.

2. **Initial Deposit.** On or before December 19, 2016, the Company shall deposit Five Thousand Dollars (\$5,000.00) (the "Deposit") with the City's Finance Director. The City shall disburse the Deposit as set forth in **Section 5** and shall bill the Company pursuant to **Section 3** to re-establish the Deposit so that there is always a minimum cash balance of Five Thousand Dollars (\$5,000.00) available, from which additional disbursements may be made as required.

3. **Additional Funding.**

A. The City shall submit an itemized statement for actual out-of-pocket expenses necessary to perform its obligations hereunder or for any additional obligations or expenditures incurred by the City. Such statements shall be submitted on a regular periodic basis, but no more often than monthly. The Company shall pay the City the amounts set forth on such statements (the "Additional Funds") within thirty (30) days of receipt thereof. If such funds are not so received, the unpaid balance may be subject to a penalty of two percent (2%) per month until paid, but in no event shall such penalty exceed twenty-four percent (24%) per annum, and City shall be relieved of any and all obligations hereunder until paid or may terminate this Agreement pursuant to **Section 7**. Notwithstanding the foregoing, the Company shall ensure that on the dates upon which the City Council takes up the Development Incentives Application for consideration, the Deposit shall be replenished to the amount of the minimum cash balance established in **Section 2**. Failure to replenish the Deposit as described shall be grounds for discontinuing the consideration before the City Council.

B. The City and the Company agree that the Company shall reimburse the City for its actual out-of-pocket expenses necessary to perform the City's obligations hereunder, using the following consultants: Lauber Municipal Law, LLC, for special legal counsel.

The City shall advise the Company in writing if it intends to utilize the services of any other consultant to perform its obligations under the terms of this Agreement. Such written notice shall include the name of the consultant, the service to be performed and an estimate of the cost expected. If the Company, in writing, within five (5) business days from receipt of the City's notice, objects to either the consultant named or the service to be performed, the City and Company shall negotiate in good faith to resolve the Company's objections. If the City and Company cannot agree on the consultant to be used or the service to be performed, the City shall have no obligation to perform that service under the terms of this Agreement and the Company shall have no obligation to pay for such service under the terms of this Agreement.

C. The Deposit and all Additional Funds shall be treated as funds that may be reimbursed from sales tax collected as permitted by law; provided, that the Development Incentives Application or appropriate portion thereof is approved and the Company and the City enter into a definitive agreement for implementation of the Development Incentives Application or appropriate portion thereof.

4. **Effective Date.** The effective date of this Preliminary Funding Agreement shall be December 6, 2016.

5. **Disbursement of Funds.** The City shall disburse the Deposit and Additional Funds for reimbursement of costs to the City on or before the thirtieth (30th) day of each month, and for consulting fees and the payment of all out-of-pocket expenses incurred by the City in connection with the performance of its obligations under this Agreement as payment for such expenses become due. The City shall send to the Company a copy of the record for each disbursement made to the Company pursuant to this Agreement.

6. **Development Incentives Application Administration.** In addition to the services set forth in **Section 1**, the City may be required to provide services from time to time for the continuing administration of the Development Incentives Application, if approved by the City. Upon appropriate itemization, the City shall be reimbursed by the Company for actual meeting expenses and other expenses that are reasonable or incidental to the general operations of the City with respect to administration of the Development Incentives Application and any development that results from the Development Incentives Application. The provisions of this section shall apply until such time as the City and the Company agree to and execute a definitive agreement for implementation of the Development Incentives Application.

7. **Termination of this Agreement.**

A. In the event the Company fails to perform any of its obligations herein, the City may terminate this Agreement, and any other agreement between the parties, at its sole discretion if the Company fails to cure the default within ten (10) days after written notice to the Company of the default. Termination by the City shall also terminate any duties and obligations of the City with respect to this Agreement, including, but not limited to, the City's processing of Company's Development Incentives Application. Upon such termination, the City shall retain the Deposit and Additional Funds, if any, necessary to reimburse the City for all expenses incurred under this Agreement to the date of termination and any monies due and owing to the City pursuant to any other agreement.

B. The parties hereto acknowledge that the Company may determine to abandon the Development Incentives Application or appropriate portion thereof. Upon written notice of abandonment by the Company, this Agreement shall terminate and the City may terminate any other agreement between the parties and shall retain the Deposit and Additional Funds, if any, necessary to reimburse the City for all expenses incurred under this Agreement to the date of termination and any monies due and owing to the City pursuant to any other agreement.

C. Upon termination of this Agreement, in the event the Deposit and Additional Funds are insufficient to reimburse the City for the outstanding expenses of the City payable hereunder, the Company shall reimburse the City as set forth in **Section 3**. After termination of this Agreement, any amounts remaining from the Deposit and the Additional Funds after all amounts have either been paid as directed by, or reimbursed to, the City shall be returned to the Company.

D. This Agreement may be terminated by mutual agreement of the City and the Company through provisions in a definitive agreement for implementation of the Development Incentives Application to be executed concurrently or immediately after the Development Incentives Application are approved, e.g., a Cooperative Agreement.

8. **Notice.** Any notice, approval, request or consent required by or asked to be given under this Agreement shall be deemed to be given if in writing and mailed by United States mail, postage prepaid, or delivered by hand, and addressed as follows:

To the City:

Gary Edwards
City Administrator
City of Sedalia, Missouri
200 South Osage Avenue
Sedalia, Missouri 65301

To the Company:

Highlands Development, L.L.C.
Attn: Mr. Chris Williams
5775 NW 64th Terrace, Suite 204
Kansas City, Missouri 64151

With a copy to:

Joseph G. Lauber, Esq.
Lauber Municipal Law, LLC
250 NE Tudor Road
Lee's Summit, Missouri 64086

With a copy to:

Scott E. Seittler, Esq.
Levy Craig Law Firm
1301 Oak Street, Suite 500
Kansas City, Missouri 64106

Each party may specify that notice be addressed to any other person or address by giving to the other party ten (10) days prior written notice thereof.

9. **City Requirements and Prior Approval.** The Company agrees to comply with all applicable laws and City ordinances, including, but not limited to, the City's zoning ordinances, subdivision regulations and all planning or infrastructure requirements related to the development of Company's property. The parties agree that execution of this Agreement in no way constitutes a waiver of any requirements of applicable City ordinances or policies with which the Company must comply and does not in any way constitute prior approval of any future proposal for development, including the Development Incentives Application. The parties understand that the City may not lawfully contract away its police powers and that approval of the Development Incentives Application and any zoning, subdivision and similar development Application cannot be contractually guaranteed. This Agreement does not alter or diminish the City's ability to exercise its legislative discretion to consider the Development Incentives Application in accordance with all applicable laws and any other Application with respect to development of Company's property.

10. **Modification.** The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement between the City and the Company.

11. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

12. **No Third Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit of the City and Company. No other person or entity shall have or acquire any right or action based upon any provisions of this Agreement.

13. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes and

replaces any and all prior oral agreements or written agreements, arrangements, and understandings related thereto.

14. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

[Remainder of Page Intentionally Left Blank. Signature Pages Immediately Follow]

Handwritten signature or initials in black ink, appearing as a stylized 'CW' or similar mark.

The parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

CITY OF SEDALIA, MISSOURI

By: _____
Stephen Galliher, Mayor

(SEAL)

ATTEST:

Arlene Silvey, MPCC City Clerk

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Stephen Galliher, the Mayor of the City of Sedalia, Missouri, a City duly incorporated and existing under and by virtue of the laws of the State of Missouri, who are personally known to me to be the same person who executed, as such official, the within instrument on behalf of and with the authority of said City, and such person duly acknowledged the execution of the same to be the act and deed of said City.

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

NOTARY PUBLIC

My Commission Expires:

[SEAL]

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ADDING SECTION 16-2(i) OF THE CODE OF ORDINANCES OF THE CITY OF SEDALIA, MISSOURI REGARDING \$3.00 COURT COSTS PER FOR THE SHERIFF'S RETIREMENT FUND.

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

Section 1. Section 16-2 (i) of the Code of Ordinances is added to read as follows:

“(i) An additional amount as provided in the city's fee schedule shall be charged and collected, as costs, by the municipal court for the purpose of the Missouri Sheriff's Retirement Fund pursuant to Sections 57.949 to 57.997 RSMo. No such surcharge shall be assessed when the costs are waived or are to be paid by the state, county or municipality or when a criminal proceeding or the defendant has been dismissed by the court. All fees collected under this provision shall be forwarded to said Missouri Sheriff's Retirement Fund pursuant to Sections 488.010 -488.020 RSMo.”

Section 2. The City's fee schedule is hereby amended to add \$3.00.

Section 3. This ordinance shall be in full force and effect from and after its passage and approval as of January 1, 2017.

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 19th day of December 2016.

Presiding Officer of the Council

Approved by the Mayor of said City this 19th day of December 2016.

ATTEST:

Stephen J. Galliher, Mayor

Arlene Silvey, MPCC
City Clerk

**IN THE CIRCUIT COURT OF SEDALIA, MISSOURI
MUNICIPAL DIVISION**

In the Matter of:)
 \$3.00 Court Costs Surcharge)
 For the Sheriff's Retirement Fund)

ORDER

On this 14th day of December, 2016, it is hereby **ORDERED** that on January 1, 2017, the Municipal Division of the 18th Circuit Court will begin collecting on all disposed cases a \$3.00 surcharge on Court costs for the Sheriff's Retirement Fund.

The City of Sedalia is hereby **ORDERED** to reflect this change in an appropriate ordinance as soon as is practicable.

This Order may be rescinded at any time by Order of the Court.

Judge

Office of the Mayor

TO: Members of City Council
FROM: Mayor Stephen Gallihier
DATE: December 14, 2016
RE: Appointment to City Board

I would like to make the following recommendation:

New appointment:



COMMITTEE	MEMBER	
Public Works Board		
	Brendan Hurley 1619 W. Broadway Blvd, Apt 4	Completing Mary Merritt's Term Expiring 06-2018

City of Sedalia
Department Bills 12-19-2016

Vendor Name	Invoice Number	Amount
A One Janitorial	3482P	\$ 133.11
Alliance Water Resources Inc	7162	\$ 24,030.00
Andrew Burt	1216	\$ 348.07
Andy Stovall	1216	\$ 50.00
Anne Gardner	1216	\$ 153.72
Arlene Silvey	1216	\$ 49.00
Ascent Aviation Group, Inc.	M172047	\$ 46.00
Ascent Aviation Group, Inc.	M172859	\$ (87.62)
Ascent Aviation Group, Inc.	M172917	\$ 21.50
AT & T	1216A	\$ 140.45
AT & T	1216B	\$ 105.91
AT & T	1216C	\$ 48.30
AT & T	1216D	\$ 49.73
AT & T	1216E	\$ 39.90
AT & T	1216F	\$ 44.40
AT & T	1216G	\$ 44.98
AT & T	1216H	\$ 207.40
AT & T	1216I	\$ 106.20
AT & T	1216J	\$ 3,771.95
Ballards Custom Insulation	121853	\$ 500.00
BankCard Services	1216-Burt	\$ 484.07
BankCard Services	1216-Campbell	\$ 169.46
BankCard Services	1216-Connor	\$ 45.99
BankCard Services	1216-Davis	\$ 145.47
BankCard Services	1216-DeGonia	\$ 68.38
BankCard Services	1216-Desmond	\$ 470.91
BankCard Services	1216-Evans	\$ 367.44
BankCard Services	1216-Garrigus	\$ 463.04
BankCard Services	1216-Gerken	\$ 793.70
BankCard Services	1216-GGerken	\$ 167.11
BankCard Services	1216-Harrell	\$ 4.68
BankCard Services	1216-Hunter	\$ 276.55
BankCard Services	1216-Knight	\$ 2,277.75
BankCard Services	1216-Martin	\$ 392.96
BankCard Services	1216-McCarthy	\$ 51.54
BankCard Services	1216-McKinney	\$ 256.23
BankCard Services	1216-McKnight	\$ 147.20
BankCard Services	1216-Melte	\$ 18.00
BankCard Services	1216-Nye	\$ 365.96
BankCard Services	1216-Rice	\$ 302.75
BankCard Services	1216-Richardson	\$ (22.32)
BankCard Services	1216-Roberts	\$ 260.65
BankCard Services	1216-Shaw	\$ 9.70
BankCard Services	1216-Simmons	\$ 359.96
BankCard Services	1216-Stark	\$ 251.70
BankCard Services	1216-Stevenson	\$ 307.35
BankCard Services	1216-Streit	\$ 11.75
BankCard Services	1216-Thomas	\$ 81.95
BankCard Services	1216-Vieth	\$ 337.27
BankCard Services	1216-Ward	\$ 743.92
BankCard Services	1216-Waters	\$ 142.42
BankCard Services	1216-Wirt	\$ 2.72
BankCard Services	1216-Withers	\$ 113.39
Barco Municipal Products Inc.	222832	\$ 120.22
Bio Systems Inc	11666	\$ 1,374.00
Boone Quarries	26160	\$ (90.91)
Boone Quarries	269352	\$ 43.91
Boone Quarries	269353	\$ 387.93
Boone Quarries	270547	\$ 88.43
Bothwell Regional Health Ctr	43	\$ 7.00
Braden Signs	407401	\$ 450.00
Braden Signs	407416	\$ 100.00

City of Sedalia
Department Bills 12-19-2016

Vendor Name	Invoice Number	Amount
Bradley Blankenship	1216	\$ 18.70
Brett & Angie Martin	1216	\$ 25.00
Capital Materials LLC	3269	\$ 509.17
Capital Materials LLC	3317	\$ 19,594.49
Capital Materials LLC	3332	\$ 484.98
Capital Materials LLC	3339	\$ 274.35
Central Bank of Sedalia	1216	\$ 154.95
Central Communications Inc	378612	\$ 950.00
Champion Brands LLC	82878	\$ (20.00)
Champion Brands LLC	511005	\$ 752.40
Champion Brands LLC	511823	\$ 612.71
Champion Brands LLC	511825	\$ 581.71
Charter Communications	1216-12C	\$ 130.00
Cintas Corp #379	379259905	\$ 733.14
Cintas Corp #379	3799258901	\$ 925.20
Cintas Corporation	5006716013	\$ 67.99
Cintas Corporation	5006716014	\$ 54.93
Cintas Corporation	5006716016	\$ 75.69
City of Sedalia	1216	\$ 15.12
City Safe & Lock Service	075009	\$ 145.00
City Safe & Lock Service	075016	\$ 3.50
Commenco Inc.	58678	\$ 502.14
Commenco Inc.	58746	\$ 139.50
Consolidated Electrical Distributors Inc.	509557	\$ 93.25
Continental Research Corporation	442870-CRC-1	\$ 564.00
County Of Pettis	1216	\$ 4,001.00
Crescent Parts & Equipment	24010202-02	\$ 14.88
Crescent Parts & Equipment	24010551-00	\$ 74.20
Crow-Burlingame Co	00720105187	\$ 23.00
Crow-Burlingame Co	00720105199	\$ 107.60
Crow-Burlingame Co	00720105202	\$ 40.48
Crow-Burlingame Co	00720105219	\$ 148.00
Crow-Burlingame Co	00720105242	\$ 11.78
Crow-Burlingame Co	00720105245	\$ 98.00
Crow-Burlingame Co	00720105294	\$ 47.00
Crow-Burlingame Co	00720105295	\$ 6.34
Crow-Burlingame Co	00720105297	\$ 24.25
Crow-Burlingame Co	00720105304	\$ 11.16
Crow-Burlingame Co	00720105310	\$ 10.30
Crow-Burlingame Co	00720105380	\$ 77.77
Crow-Burlingame Co	00720105381	\$ 35.02
Crow-Burlingame Co	00720105412	\$ 18.16
Crow-Burlingame Co	00720105413	\$ 23.22
Crow-Burlingame Co	00720105421	\$ 89.61
Crow-Burlingame Co	00720105485	\$ 6.50
Crow-Burlingame Co	00720105510	\$ 16.79
Crow-Burlingame Co	00720105590	\$ 18.18
Crow-Burlingame Co	00720105591	\$ 9.61
Crow-Burlingame Co	00720105598	\$ 73.00
Crow-Burlingame Co	00720105670	\$ 21.07
Crow-Burlingame Co	00720105673	\$ 65.02
Crow-Burlingame Co	00720105685	\$ 4.04
Crow-Burlingame Co	00720105688	\$ 47.00
Crow-Burlingame Co	00720105696	\$ 52.90
Crow-Burlingame Co	00720105700	\$ 14.28
Crow-Burlingame Co	00720105782	\$ 25.11
Crow-Burlingame Co	00720105787	\$ 73.00
Crow-Burlingame Co	00720105812	\$ 5.00
Crow-Burlingame Co	00720105840	\$ 9.99
Crow-Burlingame Co	00720105850	\$ 9.04
Crow-Burlingame Co	00720105857	\$ 16.14
Crow-Burlingame Co	00720105858	\$ 6.74

**City of Sedalia
Department Bills 12-19-2016**

Vendor Name	Invoice Number	Amount
Crow-Burlingame Co	00720105895	\$ (45.00)
Crow-Burlingame Co	00720105960	\$ 55.98
Crow-Burlingame Co	00720105965	\$ 21.98
Crow-Burlingame Co	00720105977	\$ 73.00
Crow-Burlingame Co	00720106065	\$ 70.69
Crow-Burlingame Co	00720106077	\$ 76.82
Crow-Burlingame Co	00720106094	\$ 365.94
Crow-Burlingame Co	00720106113	\$ 76.76
Crow-Burlingame Co	00720106192	\$ 21.78
Crow-Burlingame Co	00720106193	\$ 7.87
Crow-Burlingame Co	00720106204	\$ 101.12
Crow-Burlingame Co	00720106219	\$ 23.17
Crow-Burlingame Co	00720106221	\$ 8.00
Crow-Burlingame Co	00720106281	\$ 18.57
Crow-Burlingame Co	00720106301	\$ 15.61
Crow-Burlingame Co	00720106305	\$ 121.55
Crow-Burlingame Co	00720106320	\$ 55.82
Crow-Burlingame Co	00720106325	\$ 33.60
Crow-Burlingame Co	00720106326	\$ (47.00)
Crow-Burlingame Co	00720106388	\$ 47.50
Crow-Burlingame Co	00720106414	\$ 7.49
D C Battery Inc	074950	\$ 280.00
Donald Thomas	1216	\$ 56.61
Dugan's Paint And Floorcovering	S0222529	\$ 3,048.78
Ed M Feld Equip Co Inc.	0304158-IN	\$ 56.55
Elliott Equipment Co.	137677	\$ 232.09
Emery Sapp & Sons Inc	2061250	\$ 6,000.00
Engineering Surveys & Services	ESS071892	\$ 6,498.50
Engineering Surveys & Services	ESS071933	\$ 881.00
Evans Evco	152147	\$ 194.53
Fastenal	MOSED171553	\$ 12.18
Fastenal	MOSED171553	\$ 12.18
Fastenal	MOSED171812	\$ 14.21
Federal Signal Corp	6458650	\$ 1,619.95
Fedex	5-628-32189	\$ 22.26
Fedex	5-635-27273	\$ 48.16
Fischer Concrete Service Inc	37496	\$ 354.00
Fischer Concrete Service Inc	37694	\$ 1,778.00
Friends of the Sedalia Trust	5	\$ 830.10
Graphics Enterprises, Inc	AR696578	\$ 144.98
Graphics Enterprises, Inc	AR698236	\$ 181.96
Greg Smith	1216	\$ 342.23
Hank's Portable Toilets & Septic Tank Clea	3259	\$ 85.00
Harry Hayward	225632	\$ 70.00
Heritage-Crystal Clean LLC	14318654	\$ 495.00
Hillyard - Columbia	602329313	\$ 206.62
Hillyard - Columbia	3023239314	\$ 149.64
IMLA	1216	\$ 499.00
Insurance & Benefits Group Llc	54971	\$ 2,841.00
International Academies of Emergency Disj	1216	\$ 5.00
International Academies of Emergency Disj	1216A	\$ 5.00
Jeff McKinney	1216	\$ 35.27
Jim's Tire Service Inc	1-134861	\$ 15.00
Jim's Tire Service Inc	1-95056	\$ 40.00
JMA Information Technology	36266	\$ 1,164.03
KCP&L	1216-11	\$ 76.34
KCP&L	1216-11B	\$ 603.93
KCP&L	1216-11C	\$ 116.47
KCP&L	1216-11D	\$ 25.23
KCP&L	1216-11E	\$ 18.07
KCP&L	1216-11F	\$ 17.31
KCP&L	1216-14J	\$ 41.31

**City of Sedalia
Department Bills 12-19-2016**

Vendor Name	Invoice Number	Amount
KCP&L	1216-17A	\$ 275.10
KCP&L	1216-19	\$ 70.32
KCP&L	1216-19A	\$ 54.79
KCP&L	1216-61	\$ 2,445.59
KCP&L	1216-61D	\$ 43.44
KCP&L	1216-61F	\$ 204.75
KCP&L	1216-61G	\$ 83.34
KCP&L	1216-61P	\$ 84.51
Key Hydraulics	16-42884	\$ 173.12
Key Hydraulics	16-43008	\$ 111.82
Key Hydraulics	16-43013	\$ 23.67
Key Hydraulics	16-43034	\$ 90.20
Kristy Collins	1216	\$ 100.00
Language Line Services	3967047	\$ 57.70
Lauber Municipal Law, LLC	2698	\$ 117.50
Leon Uniform Co Inc	392812	\$ 124.50
Lexipol, LLC	18844	\$ 3,507.00
MACA	1216-Hayward	\$ 60.00
MACA	1216-Stewart	\$ 60.00
Mark's Mobile Glass Inc	231085	\$ 43.36
Menards - Sedalia	31418	\$ 23.44
MFA Oil & Propane	D0002225715	\$ 3,739.14
MFA Oil & Propane	D0002239818	\$ 3,561.63
Midland Printing Company	84055	\$ 282.88
Mid-Missouri MACA	1216	\$ 20.00
Mid-State Petroleum Equipment	14215	\$ 1,890.00
Midwest Laboratories Inc	828886	\$ 383.80
Missouri Association Of Fire Chiefs	1216	\$ 200.00
Missouri Department Of Revenue	1216	\$ 36.75
Missouri Department of Revenue	52369	\$ 70.00
Missouri One Call System Inc.	6110273	\$ 247.00
Missouri Perservation	1216	\$ 100.00
Missouri Typewriter Of Warrensburg Inc	29487	\$ 95.00
Missouri Typewriter Of Warrensburg Inc	51085	\$ 749.00
Mitchell1	IB19542336	\$ 265.45
MoAqua LTD - Culligan Water	0767511	\$ 7.00
MoAqua LTD - Culligan Water	0767512	\$ 7.00
MoAqua LTD - Culligan Water	0767513	\$ 7.00
MoAqua LTD - Culligan Water	0767514	\$ 7.00
MoAqua LTD - Culligan Water	0767515	\$ 7.00
MoAqua LTD - Culligan Water	0767587	\$ 13.00
MoAqua LTD - Culligan Water	0767592	\$ 6.50
MoAqua LTD - Culligan Water	0767609	\$ 19.50
Moperm	130785	\$ 223,539.00
Moperm	A-14921	\$ 2,461.90
Morphotrak, LLC	134345	\$ 2,888.00
Morton Sisters	121316	\$ 150.00
MWI Animal Health	1183676	\$ 168.00
Networkfleet Inc	OSV000000551297	\$ 416.90
Nuway Concrete Forms Central	1065542	\$ 515.00
O'Reilly Automotive Inc.	0114-440730	\$ 8.54
O'Reilly Automotive Inc.	0114-441810	\$ 324.50
O'Reilly Automotive Inc.	0114-442207	\$ 19.98
Pettis County Health Center	1216	\$ 176.00
Pettis County Recorder of Deeds	68992	\$ 27.00
Pettis County Title Co.	PSR16-125	\$ 75.00
Pettis County Title Co.	PSR16-127	\$ 75.00
Pettis County Title Co.	PSR16-129	\$ 75.00
Pettis County Title Co.	PSR16-130	\$ 75.00
Pettis County Title Co.	PSR16-131	\$ 75.00
Pettis County Title Co.	PSR16-132	\$ 75.00
Pettis County Title Co.	PSR16-133	\$ 75.00

**City of Sedalia
Department Bills 12-19-2016**

Vendor Name	Invoice Number	Amount
Pettis County Title Co.	PSR16-134	\$ 75.00
Pettis County Title Co.	PSR16-135	\$ 75.00
Pettis County Title Co.	PSR16-137	\$ 75.00
Pettis County Title Co.	PSR16-138	\$ 75.00
Pettis County Title Co.	PSR16-140	\$ 75.00
Pettis County Title Co.	PSR16-141	\$ 75.00
Pettis County Title Co.	PSR16-142	\$ 75.00
Pettis County Title Co.	PSR16-143	\$ 75.00
Pettis County Title Co.	PSR16-144	\$ 150.00
Pettis County Title Co.	PSR16-145	\$ 75.00
Poort Excavating Llc	6354	\$ 42,459.30
Poster Compliance Center	1216	\$ 158.00
Printlynx	120956	\$ 301.45
Qscend Technologies Inc	8087	\$ 412.50
Qtech Automation Inc	315	\$ 793.45
Rac-Jac Properties	1216-13	\$ 513.68
Radiotronics, Inc	256296	\$ 364.39
Rood & Associates	DMO-002	\$ 2,000.00
Schulte Supply Inc	S1119936.001	\$ 773.00
Scott's Upholstery	1216	\$ 400.00
Sedalia Democrat	300594158	\$ 130.00
Sedalia Democrat	300597645	\$ 47.75
Sedalia Democrat	300604544	\$ 127.50
Sedalia Democrat	300604560	\$ 77.00
Sedalia Democrat	300604641	\$ 115.00
Sedalia Downtown Development	879	\$ 185.22
Sedalia Downtown Development	883	\$ 4,750.00
Sedalia Downtown Development	884	\$ 7,500.00
SMC Electric Supply	60224365-00	\$ 271.88
Smith Paper & Janitor Supply	619599	\$ 48.20
Smith Paper & Janitor Supply	619898	\$ 129.64
Smith Paper & Janitor Supply	619899	\$ 92.79
Smith Paper & Janitor Supply	620230	\$ 67.79
Smith Paper & Janitor Supply	620271	\$ 124.39
Smith Paper & Janitor Supply	620555	\$ 30.71
Smith Paper & Janitor Supply	620593	\$ 51.64
Smith Paper & Janitor Supply	620600	\$ 196.90
Smith Paper & Janitor Supply	620610	\$ 44.79
Smith Paper & Janitor Supply	620657	\$ 8.60
Smith Paper & Janitor Supply	619599-1	\$ 26.75
Sonequity Pest Management	132525	\$ 67.00
Sonequity Pest Management	132526	\$ 68.00
Sonequity Pest Management	132530	\$ 39.00
Sonequity Pest Management	132682	\$ 70.00
Sonequity Pest Management	132713	\$ 40.00
Springsted Incorporated	1	\$ 1,988.00
Staples Business Advantage	3322475680	\$ 133.96
Staples Business Advantage	3323355653	\$ 26.97
Stericycle Inc.	4006735513	\$ 38.52
Synchrony Bank	141368	\$ 41.92
Table Of 5 Catering LLC	1934	\$ 2,365.50
The Sedalia Area Chamber Of Commerce	1216	\$ 9.00
The Sedalia Area Chamber Of Commerce	C101	\$ 1,000.00
The Spay And Neuter Clinic	132454	\$ 679.00
The Ups Store	3306	\$ 327.72
Thompson Hills Animal Clinic	51787	\$ 262.50
Thompson Hills Animal Clinic	52298	\$ 620.00
Thompson Hills Animal Clinic	52309	\$ 185.00
Thompson Hills Animal Clinic	52490	\$ 395.00
Thomson Reuters-West Publishing Corp	835194029	\$ 321.00
Tire Centers Llc	6500158210	\$ 20.00
Tomo Drug Testing	194201	\$ 1,276.00

City of Sedalia
Department Bills 12-19-2016

Vendor Name	Invoice Number	Amount
Trans-Central Suppliers Inc	0237794	\$ 57.60
Trans-Central Suppliers Inc	0237875	\$ 39.11
Trans-Central Suppliers Inc	0237876	\$ 74.10
Trans-Central Suppliers Inc	0237894	\$ 59.06
Transition Construction	593	\$ 1,905.00
United Rotary Brush Corp	C1194791	\$ 502.29
USIC Locating Service Inc	211094	\$ 1,618.85
Utility Associates Inc	21110	\$ 200.00
W & M Welding Inc	48064	\$ 1,000.00
W & M Welding Inc	48101	\$ 51.17
W & M Welding Inc	48138	\$ 57.43
Wallace Engineering	166755	\$ 9,848.85
Wallace Engineering	167144	\$ 14,095.49
Warehouse Tire & Muffler	208927	\$ 110.54
Warehouse Tire East	59948	\$ 398.00
WCA Waste Systems Inc.	8004	\$ 28,992.58
Westlakes Hardware	1224110	\$ 5.74
Westlakes Hardware	1224220	\$ 37.04
Westlakes Hardware	1224267	\$ 20.98
Westlakes Hardware	1224422	\$ 51.48
Wicklander-Zulawski & Associates	1216	\$ 450.00
Woods Super Market	84	\$ 50.38
Woods Super Market	84-A	\$ (2.44)
Worthington Direct	642856	\$ 445.11
Total Invoice To Be Paid		\$ 488,863.46