



PRE-COUNCIL MEETING

Mayor's Conference Room
Municipal Building
Tuesday, January 22, 2013
6:15 p.m.

MAYOR: MARY ELAINE HORN

MAYOR PRO-TEM: STEPHEN GALLIHER

Work Session – 6:15 p.m.

1. Presentation – Source Water Protection Committee
2. Presentation – Blue Ribbon Steering Committee

Committee Meetings – Immediately following work session

PUBLIC SAFETY COMMITTEE Police and Fire	Rebecca LaStrada, Chair Bob Cross, Vice Chair
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PUBLIC WORKS COMMITTEE Public Works, Water Pollution Control, Community Development, Water, Parks, Airport, Cemeteries and Community Center	Wiley Walter, Chair Tolbert Rowe, Vice Chair
<ol style="list-style-type: none"> 1. Review Ordinance granting a rezoning application by Brian Grassa, Cedarwood Development Services Agent to the Helen W. Mason Trust, for property located at 1810 West Broadway, 703 Sunset Drive and 705 Sunset Drive in the City of Sedalia, Missouri. 	

FINANCE/ADMINISTRATION COMMITTEE Administrative, Library and Hospital	Kenneth Norton, Chair Wanda Monsees, Vice Chair
<ol style="list-style-type: none"> 1. Review Ordinance amending the Safety Manual for the City of Sedalia, Missouri by adding a new policy entitled "Lifting Devices and Excavators". 2. Review Ordinance authorizing the City, acting through the Board of Trustees of Bothwell Regional Health Center, to make amendments to the original base lease and lease purchase Agreements and approving related documents with the Third National Bank of Sedalia, for the purpose of providing funds to refinance the City's Hospital Refunding Revenue Bonds, Series 2004. 	



Click on any agenda item to view the related documentation

CITY COUNCIL MEETING AGENDA

City Council Chambers
Municipal Building
Tuesday, January 22, 2013
7:00 p.m.

MEDITATION, PLEDGE OF ALLEGIANCE, ROLL CALL, SERVICE AWARDS, SPECIAL AWARDS

I. MINUTES

1. Pre-Council Meeting January 7, 2013
2. Regular Council Meeting January 7, 2013

II. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES

1. Acceptance of Citizen's Traffic Advisory Commission Minutes dated December 12, 2012.

III. ROLL CALL OF STANDING COMMITTEES

- A. PUBLIC SAFETY – Councilmember Rebecca LaStrada
- B. PUBLIC WORKS – Councilmember Wiley Walter
- C. FINANCE / ADMINISTRATION – Councilmember Kenneth Norton

IV. NEW BUSINESS

A. ORDINANCES AND RESOLUTIONS

- Granting a rezoning application by Brian Grassa, Cedarwood Development Services Agent to the Helen W. Mason Trust, for property located at 1810 West Broadway, 703 Sunset Drive and 705 Sunset Drive in the City of Sedalia, Missouri
- Amending the Safety Manual for the City of Sedalia, Missouri by adding a new policy entitled "Lifting Devices and Excavators"
- Authorizing the City, acting through the Board of Trustees of Bothwell Regional Health Center, to make amendments to the original base lease and lease purchase agreements and approving related documents with the Third National Bank of Sedalia, for the purpose of providing funds to refinance the City's Hospital Refunding Revenue Bonds, Series 2004

B. APPOINTMENTS

C. LIQUOR LICENSES

D. APPROVAL OF DEPARTMENT BILLS

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

F. GOOD AND WELFARE

G. ADJOURN



OFFICE OF THE CITY ADMINISTRATOR

To: Honorable Mayor Elaine Horn & City Council Members
From: Gary Edwards, City Administrator *DE/ger*
Re: Agenda items for City Council meeting on Tuesday, January 22, 2013

Public Works Committee

1. Review Ordinance granting a rezoning application by Brian Grassa, Cedarwood Development Services, Agent to the Helen W. Mason Trust, for property located at 1810 West Broadway, 703 Sunset Drive and 705 Sunset Drive in the City of Sedalia, Missouri. A rezoning application from Cedarwood Development Services was considered at the January 2, 2013 Planning and Zoning meeting for properties located at 1810 W. Broadway, 703 Sunset Drive and 705 Sunset Drive for the development of an Advance Auto Parts store. The Planning & Zoning Commission approved Cedarwood Development Services' rezoning application at their January 2, 2013 meeting by a 10-Yes, 0-No vote, changing 1810 W. Broadway, 703 Sunset Drive and 705 Sunset Drive from R-1 Single-family Residential District to C-3 Commercial District.

Finance/Administration Committee

1. Review Ordinance amending the Safety Manual for the City of Sedalia, Missouri by adding a new policy entitled "Lifting Devices and Excavators." The Safety Manual was approved by City Council at their May 7, 2012 City Council meeting. The Safety Committee for the City of Sedalia met on January 8, 2013 and subsequently recommended that an additional policy regarding the use of lifting devices and excavators be added to the current safety manual. This ordinance will direct the new policy placement regarding "Lifting Devices and Excavators" to be added to the City of Sedalia Safety Manual.

2. Review Ordinance authorizing the City, acting through the Board of Trustees of Bothwell Regional Health Center, to make amendments to the original base lease and lease purchase agreements and approving related documents with the Third National Bank of Sedalia, for the purpose of providing funds to refinance the City's Hospital Refunding Revenue Bonds, Series 2004. Bothwell Regional Health Center would like to refinance the outstanding principal on its 2004 Revenue Bond Issue through Third National Bank of Sedalia at an interest rate of 3.75%. The current revenue bonds are due to be paid off in March, 2017 with all of the transactions being handled by United Missouri Bank in Kansas City. If approved by the council, it is projected that Bothwell Regional Health Center will be able to pay off the bonds in their fiscal year 2016 thus providing them with approximately \$77,000 in annual savings over the next four years, or \$308,000 in total savings.



CITY OF SEDALIA, MISSOURI
PRE-COUNCIL MEETING – JANUARY 7, 2013

WORK SESSION

The Work Session started at 6:15 p.m. in the Mayor's Conference Room at the Municipal Building.

Council Members present were Stephen Galliher, Jo Lynn Turley, Rebecca La Strada, Wanda Monsees, Wiley Walter, Bob Cross, Tolbert Rowe, and Kenneth Norton.

Presentation – Scott Joplin Foundation: Annual Report

Nevin Almquist, with the Scott Joplin Foundation, stated that the 33rd Annual Scott Joplin Festival will be held June 5-8, 2013. Mr. Almquist thanked the City for supporting the Scott Joplin Foundation and added that the Festival is one of the most well thought of International Festivals for Ragtime. The cost to get the performers to the Scott Joplin Festival is about \$20,000.00. Mr. Almquist stated that the Scott Joplin Foundation would like to request an increase of the amount of funds received from the City from \$7,500.00 to \$10,000.00, to help offset the decline in grants received (Missouri Art Council in 2012 - \$16,651 and 2013 - \$8,636, a 50% decline).

Mr. Almquist also stated that the Artist in Residence program will be from January 28, 2013 to February 1, 2013 and will be bringing in Bryan White and his wife, from Lynchburg, Virginia. The couple will be presenting music to the Sedalia Elementary and Middle Schools including Sacred Heart and St. Paul's, plus surrounding schools. The Artist in Residence program is free to the schools and will be an hour of music education for students.

Presentation – Policemen's Retirement Board

Larry Shippee, with The Benefits Consulting Group, Inc., presented the actuarial results for the Policemen's Retirement Fund as of August 1, 2012. In 2012, the present value of all accrued benefits is \$7,800,214.00, with assets of \$3,157,848.00, leaving an unfunded accrued liability of \$4,462,366.00. In 2010 the Police Retirement Fund was frozen. The annual contribution needed to bring the fund to 100% funded would be \$652,308.00 over 10 years, \$507,243.00 over 15 years or \$401,679.00 over 25 years. The City currently contributes \$220,000.00 to \$230,000.00 to the Policemen's Retirement Fund. The City will have to increase the amount contributed to keep the fund from becoming bankrupt. An amount of \$266,697.00 would be needed to bring the fund to 80% funded over 25 years.

Councilman Walter stated that he thought the funding was taken care of and added that the City has to take care of its retired Police Officers. Mr. Shippee stated that the underfunding has existed for a long time and the current contributions are not enough to keep funding the retirement fund. City Attorney, Anne Gardner, stated that several years ago the City froze the Policemen's Retirement fund to help control the unfunded liability, however, the unfunded liability has been present for a long time and needs to be dealt with.

Investment returns have been based off of an assumed 7.5% return. The average return for the past 2 years has been 6.5%. This effects the underfunding of the Policemen's Retirement Plan in that the present value of all accrued benefits increases to \$9,120,346.00 and the unfunded accrued liability increases to \$5,962,498.00. These numbers are not constant; however the benefits are locked in. Mr. Shippee encouraged the City to keep looking periodically at the overall picture of the Policemen's Retirement Fund and its investments.

COMMITTEE MEETING

Public Safety Committee – Councilman LaStrada presented the following recommendation:

- Bids for (4) Police Vehicles - 2 Ford Interceptors to Rick Ball Ford, Sedalia, Mo in the amount of \$47,866.00 and 2 Dodge Chargers to Bryant Motors, Sedalia in the amount of \$49,946.00 was moved to full Council on motion by Norton, seconded by Rowe. All in favor.

Councilman Galliher thanked the Sedalia Police Department for their service answering some 37,251 calls last year and 1,526 search warrants.

Public Works Committee – Councilman Walter presented the following recommendations:

- Bids for 2012 Washington Avenue Bridge Improvements Project to L.F. Krupp Construction Company, Ellisville, MO in the amount of \$1,144,064.00 and an Ordinance approving and accepting an agreement by and between the City of Sedalia, Missouri and L.F. Krupp Construction, Inc. for the 2012 Washington Avenue Bridge Improvements Project were moved to full Council on motion by Norton, seconded by Monsees. All in favor.
- Ordinance amending Section 7.8 (Vehicle Use) of the City of Sedalia's Personnel Regulations Manual by adding the position of Airport Director to employee positions allowed to utilize a City vehicle to and from work. Councilman Walter stated that years ago if a CEO of a company came to Sedalia, they had to call a cab to be picked up and asked if there is a better alternative for this situation now. City Airport Director, John Evans, stated that the Sedalia Regional Airport is now

a sub-dealer for Enterprise Rent-A-Car. Item was moved to full Council on motion by Monsees, seconded by LaStrada. All in favor.

Finance/Administration Committee – Councilman Norton presented the following recommendations:

- Sole Source purchase of firewalls, licensing and support from Midwest Computech as follows: \$19,475.00 for replacement of existing firewalls at Street & Alley, West Fire Station, Central Fire Station and Municipal Building; \$5,159.79 for addition of a firewall appliance at Sedalia Regional Airport and installation of wireless access at the Municipal Building and Sedalia Regional Airport was moved to full Council on motion by Galliher, seconded by Monsees. All in favor.

City Administrator, Gary Edwards, stated that February 9, 2013 there will be a Strategic Session, on Saturday morning from 8:00 a.m. to 12:00 p.m.

Administrator Edwards stated that representatives from Olsson Associates and L.F. Krupp Construction Company were available for any questions regarding the Washington Avenue Bridge Project. Councilman Walter inquired as to the start date of the Washington Avenue Bridge Project. Sean Kilian, Project Manager for L.F. Krupp Construction Company, Inc., stated that they are ready to start as soon as possible, which could be as early as mid-February. As soon as the contracts are signed the work can begin, 60-90 days. There are requirements for construction projects spanning railroads and the railroad is easy to work with. There is some work that can begin without the railroad on each side of the Washington Avenue Bridge. Kenneth Jennison, an Engineer with Olsson Associates, stated that contractually there has be a substantial completion within 294 days after execution of the contract.

With no further comments, the meeting closed at 6:55 p.m.
Respectfully submitted: Arlene Silvey, MRCC City Clerk



CITY OF SEDALIA, MISSOURI
COUNCIL MEETING – JANUARY 7, 2013

The Council of the City of Sedalia, Missouri duly met on Monday, January 7, 2013, at 7:00 p.m. at the Municipal Building with Mayor Mary Elaine Horn presiding. Mayor Horn called the meeting to order and asked for a quiet moment of meditation followed by the Pledge of Allegiance led by Councilman Galliher.

ROLL CALL:

Stephen Galliher	Present	Wiley Walter	Present
Jo Lynn Turley	Present	Bob Cross	Present
Rebecca LaStrada	Present	Tolbert Rowe	Present
Wanda Monsees	Present	Kenneth Norton	Present

SERVICE AWARDS:

25 Year Certificate	Robert Lawson, Lab Technician – Water Pollution Control Dept.
20 Year Service Pin	Cheryl Layton, Records Tech – Police Department
15 Year Service Pin	Kenneth Oswald, Sr. Equipment Operator – Street Department
15 Year Service Pin	Loretta Nye, Records Tech – Police Department
5 Year Service Pin	Jack Hazell, Building Services Worker – Building Maintenance

SPECIAL AWARDS:

Retirement Watch	Leslie Bullard, Vehicle Maintenance – 32 years
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2012 Christmas Lighting Contest Winners:

1st Place – Linda Cruzan, 1200 S. Marvin - \$100.00
2nd Place – George Bain III, 2701 Station Ave. - \$50.00
3rd Place – Yvonne Lappat, 646 E. 10th - \$25.00
Honorable Mention – Mike & Betty Bartlett, 307 E. Jackson.

MINUTES:

The following minutes were approved on motion by Galliher, seconded by Monsees. All in favor.

- Pre-Council Meeting December 17, 2012
- Regular Council Meeting December 17, 2012

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES: None.

ROLL CALL OF STANDING COMMITTEES:

PUBLIC SAFETY – REBECCA LASTRADA, CHAIRMAN

Awarded bid for (4) Police Vehicles – 2 Ford Interceptors to Rick Ball Ford, Sedalia, Mo in the amount of \$47,866.00 and 2 Dodge Chargers to Bryant Motors, Sedalia in the amount of \$49,946.00 on motion by LaStrada, seconded by Cross. All in favor.

PUBLIC WORKS – WILEY WALTER, CHAIRMAN

Awarded bid for 2012 Washington Avenue Bridge Improvements Project to L.F. Krupp Construction Company, Ellisville, MO in the amount of \$1,144,064.00 on motion by Walter, seconded by Cross. All in favor.

FINANCE & ADMINISTRATION – KENNETH NORTON, CHAIRMAN

Approved sole source purchase of firewalls, licensing and support from Midwest Computech as follows: \$19,475.00 for replacement of existing firewalls at Street & Alley, West Fire Station, Central Fire Station and Municipal Building; \$5,159.79 for addition of a firewall appliance at Sedalia Regional Airport and installation of wireless access at the Municipal Building and Sedalia Regional Airport on motion by Galliher, seconded by Monsees. All in favor.

NEW BUSINESS:

BILL NO. 2013–01, ORDINANCE NO. 10040 – AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND L.F. KRUPP CONSTRUCTION, INC. FOR THE 2012 WASHINGTON AVENUE BRIDGE IMPROVEMENTS PROJECT was read once by title.

2nd Reading – Motion by Norton, 2nd by Rowe. All in favor.

Final Passage – Motion by Norton, 2nd by Cross. All in favor.

Roll Call Vote: Voting “Yes” were Galliher, Turley, LaStrada, Monsees, Walter, Cross, Rowe and Norton. No one voted “No”.

BILL NO. 2013–02, ORDINANCE NO. 10041 – AN ORDINANCE AMENDING SECTION 7.8 (VEHICLE USE) OF THE CITY OF SEDALIA’S PERSONNEL REGULATIONS MANUAL BY ADDING THE POSITION OF AIRPORT DIRECTOR TO EMPLOYEE POSITIONS ALLOWED TO UTILIZE A CITY VEHICLE TO AND FROM WORK was read once by title.

2nd Reading – Motion by Norton, 2nd by Galliher. All in favor.

Final Passage – Motion by Norton, 2nd by Galliher. All in favor.

Roll Call Vote: Voting “Yes” were Galliher, Turley, LaStrada, Monsees, Walter, Cross, Rowe and Norton. No one voted “No”.

APPOINTMENTS: None.

BIDS:

- Washington Avenue Bridge Improvements – December 20, 2012
- (4) Police Vehicles – December 21, 2012

LIQUOR LICENSES:

The following Liquor License Renewals were read and approved on motion by Norton, seconded by Monsees. All in favor.

- Austin Craddock dba Bandana's Bar-B-Q, 2909 W. Broadway – 5% Beer/Wine
- Tom Munson dba Best Western State Fair Inn, 3120 S. Limit – Liquor by Drink
- Richard Wertz dba State Fair Spirits, 1419 S. Limit – Packaged Liquor
- Carolyn Green dba Child Safe of Central Missouri, Inc., 102 E. 10th – Picnic License

DEPARTMENT BILLS thru January 7, 2013 totaling \$332,886.07 were approved for payment on motion by Norton, seconded by Galliher. All in favor.

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:

Councilman Rowe congratulated Cheryl Layton on her 20 years of service to the City.

GOOD & WELFARE:

Lauretta Emerson, 111 E. Jefferson, stated that she hoped the action taken on the Washington Avenue Bridge Project makes headlines and stated she appreciated what the Council does. Mrs. Emerson also wished the Council the best for this year and the years to come.

The meeting adjourned at 7:11 p.m. on motion by Norton, seconded by Monsees. All in favor.

THE CITY OF SEDALIA, MISSOURI



Mary Elaine Horn, Mayor



Arlene Silvey, MRCC City Clerk

TRAFFIC ADVISORY COMMISSION MEETING
DECEMBER 12, 2012

The Traffic Advisory Commission duly met on Wednesday, December 12, 2012, at 12:00 p.m. at the Best Western State Fair Motor Inn with Donna Heembrock presiding. Chairman Heembrock called the meeting to order.

ROLLCALL:

Members		Ex-Officio Members	
Donna Heembrock	Present	Bill Beck	Present
Deidre Esquivel	Present	Victoria Kottman	Not Present
Ryan Heusinkveld	Present	Greg Harrell	Present
John Rucker	Present		
Pete Daniels	Not Present		
Shirley Neff	Not Present		
Bob Salmon	Present		

Guests- Ellen Cross, Jo Lynn Turley, Officer A.J. Silvey

Minutes of the last regular Traffic Advisory Commission meeting of November 14, 2012 were approved.

UNFINISHED BUSINESS:

NEW BUSINESS:

Councilman Jo Lynn Turley on behalf of Brenda Gardner, 2208 W. 4th Street, is requesting a handicapped parking space in front of 1635 W. 5th. Ms. Gardner is handicapped and volunteers a lot. She has to have someone pick her up and bring her home since she does not drive. Many times there are parents parked in front of her house dropping off or picking up their children from Heber Hunt School. This makes it very hard for her to get to the vehicle using the sidewalk that leads to the street. Cross read the staff recommendation. Staff recommends the Commission deny the request. Per the American with Disabilities Act, in order to place a handicapped parking space in front of this residence a loading/unloading area that is a minimum of 60 inches would have to be constructed adjacent to the curb. There is a significant slope (which currently includes steps) in the yard so much more work would need to be done to meet the ADA requirements. Also any vehicle that would be picking up or dropping off Ms. Gardner would have to be licensed as handicapped to use this space.

Rucker asked if she owned the house. Turley stated they do own the house and they have spent significant money in the front since they do not have access in the back. They installed a nice railing by the steps in the front. Ms. Gardner is blind. Esquivel asked how the person who was helping her had been doing it because she probably did not just start volunteering. Turley stated they have been parking the car and then helping Ms. Gardner walk around the parked vehicles to the sidewalk. Turley stated she watched a couple of times and there are a lot of vehicles parked on the street. Salmon stated we do not have a choice in denying the request. Turley asked if we had to do the improvements to get the handicapped space. Cross stated yes to follow the ADA

laws. Silvey stated this is a problem area for the 30 minutes in the morning and afternoon. Esquivel asked if they could change her volunteer times so it would not conflict with school start and dismissal times. Turley stated she is completely at the mercy of the others who are willing to pick her up and drop her off. Silvey asked if the Oats bus might be an option. Heusinkveld asked if reserved parking might be an option. Turley stated other ideas were considered, like a loading/unloading space, but they did not seem to fit the problem.

A motion was made by Rucker to deny the request. Second by Salmon. All in favor.

OTHER ITEMS FOR DISCUSSION:

Cross told the Commission that the mid-block crosswalk that the Commission approved at the November meeting was denied by City Council. The Council believed there was adequate crossing at either end of the block which both are marked as crossings.

Beck stated it would be hard to legally put a crosswalk in this space since you would be placing people into a parking lot.

AGENDA FOR NEXT MEETING:

The next meeting will be January 16, 2013.

The meeting adjourned at 12:20 p.m.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE GRANTING A REZONING APPLICATION BY BRIAN GRASSA, CEDARWOOD DEVELOPMENT SERVICES AGENT TO THE HELEN W. MASON TRUST, FOR PROPERTY LOCATED AT 1810 WEST BROADWAY, 703 SUNSET DRIVE AND 705 SUNSET DRIVE IN THE CITY OF SEDALIA, MISSOURI.

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

Section 1. The Planning and Zoning Commission of the City of Sedalia, Missouri, upon the application of Brian Grassa, Cedarwood Development Services Agent to the Helen W. Mason Trust, has recommended by a vote of 10-yes, 0-no that his rezoning application be granted for the said location. This recommendation was made after publication of notice as required by the ordinances of the City of Sedalia, Missouri and the laws of the State of Missouri, a public hearing on January 2, 2013 to consider the application, and upon the hearing and examination of the application of the said Planning and Zoning Commission.

Section 2. The said real estate mentioned in Section 1 is described and attached to this ordinance as Exhibit A.

Section 3. The Zoning Ordinances of the City of Sedalia, Missouri are hereby amended so that the real estate described in Exhibit A, which is presently R-1 Single-family Residential District is rezoned to C-3 Commercial District.

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 22nd day of January, 2013.

Presiding Officer of the Council

Approved by the Mayor of said City this 22nd day of January, 2013.

Mary Elaine Horn, Mayor

ATTEST:

Arlene Silvey, MRCC
City Clerk

EXHIBIT A

(Legal Description of Property 1810 W Broadway, 703 Sunset Drive & 705 Sunset Drive)

LOTS NUMBERED EIGHT (8), NINE (9) AND TEN (10) IN SUNSET SUBDIVISION OF LOTS ONE (1), TWO (2), THREE (3) AND THE WEST 25 FEET OF LOT FOUR (4) IN BLOCK NUMBER ELEVEN OF PARKVIEW, AN ADDITION TO THE CITY OF SEDALIA MISSOURI; EXCEPT THAT PORTION DEEDED TO THE STATE OF MISSOURI, ACTING BY AND THROUGH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AS SET OUT IN TRUSTEE'S WARRANTY DEED RECORDED APRIL 9, 2007 AS DOCUMENT NO. 2007-2322.

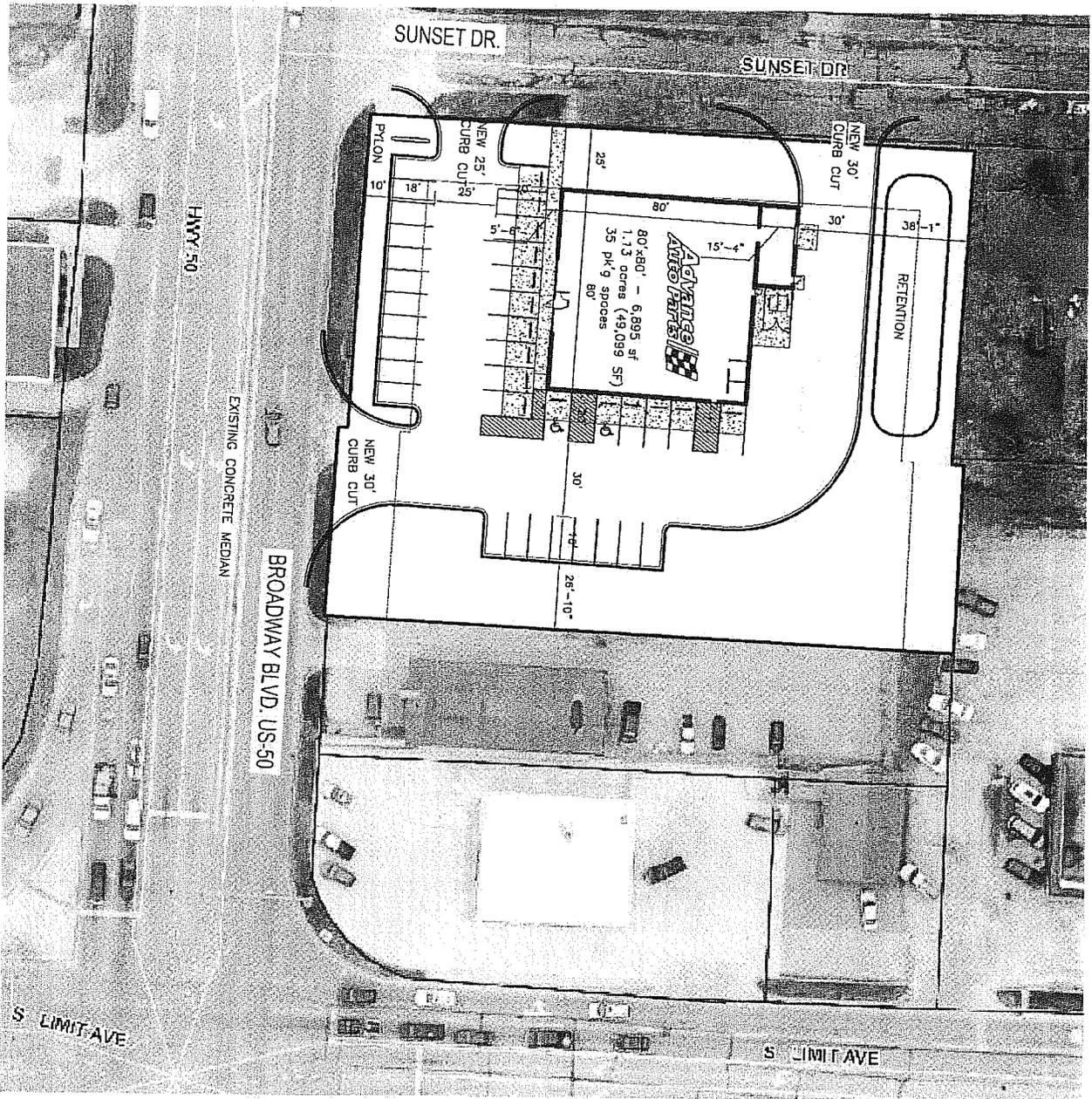
**APPLICATION FOR AN
AMENDMENT TO THE ZONING DISTRICT MAP**

Sedalia City Planning & Zoning Commission
200 S. Osage Avenue
Sedalia, Missouri 65301

DO NOT WRITE IN THIS SPACE	
Date of Public Hearing	_____
Date Submitted	_____
Date Advertised	_____
Date of Mailing	_____
Checked By	_____
Receipt No.	_____
Commission Action	_____
Council Action	_____

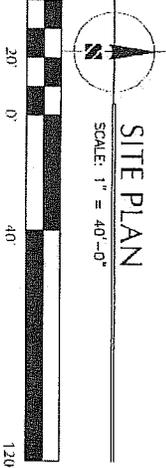
Brian Grassa - Cedarwood Development Services Agent to
The Helen W. Mason Trust

1. Applicant's Name _____
2. Applicant's Address 1765 Merriman Road, Akron, OH 44313
3. Telephone Number (Home) _____ (Business) (330) 983-0918
4. Present Zoning R-1 Requested Zoning C-3
5. Legal Description of property requested to be rezoned, with street address or location:
1810 West Broadway PPN 153005403003000
705 Sunset PPN 153005403002000
703 Sunset PPN 153005403001000
6. Area of subject property, square feet and/or acres 30,056 SF / 0.69 Acre
7. Present Use of subject property SF Residential
8. Desired use of subject property Commercial - Retail
9. What is the present use of the adjoining properties? North R-1
South C-3 East C-3 West R-1
10. How can you justify the proposed zoning change? (To answer this question, see Page 1, Item 2) See Attached
11. Time schedule for development Spring / Summer 2013
12. Is property in a flood plain district? If yes, please indicate applicable FEMA Map applicable zone N/A Has base flood elevation been established? _____
If yes, please explain how such elevation was determined. _____
13. Public Utilities available at site: Sewer _____ "at" Sunset Drive
_____ Water _____
at West Broadway
Natural Gas _____ "at" _____ Electric Overhead
at Sunset Drive
14. Exhibits furnished _____
15. [Signature] 1765 MERRIMAN, Akron, OH
Signature of Applicant Address of Applicant
16. Relationship of applicant to property: Owner _____ Agent X
17. Other _____
(Explain)



ZONING INFORMATION

ITEM	REQ'D	PROV'D
PRINCIPAL STRUCTURE (6,095)		
MIN. FRONT SETBACK	25'	78.5'
MIN. LOT WIDTH	50'	200'
MIN. LOT AREA	N/A	1.13 AC / 49,099 SF
MIN. SIDE SETBACK	0'	95'
MIN. REAR SETBACK	20'	68'
SIGNS	XXX	
WALL	35' HIGH MAX / 60 SF	
PYLON	XXX	
ADDT'L INFO	XXX	
SIZE OF SPACES	XXX	
NUMBER OF SPACES	35 (1:200 SF)	35 (1:200 SF)
LOADING SPACES	XXX	
LANDSCAPING	XXX	
SIDE YARD BUFFER	XXX	XXX
REAR YARD BUFFER	XXX	XXX
FRONT YARD BUFFER	XXX	XXX
PRK'G AREA LANDSCAPE	XXX	XXX
SITE & ADJACENT ZONING		
NORTH	R-1 / C-3	NEED REZONING
SOUTH	C-3	
EAST	C-3	
WEST	R-1	
OTHER PROVISIONS	XXX	
XXX		



Advance Auto Parts
BROADWAY & SUNSET - SEDALIA, MO

PREPARED BY: J. FISHERY
 ACQUISITION DIRECTOR
 DATE DRAWN BY: DATE DRAWN BY: 1-11-2011

DRAWING ISSUE
 DATE DRAWN BY: DATE DRAWN BY: 1-11-2011

200 NUMBER 0210027

SITE PLAN
 SP - 1

EXHIBIT A

LEGAL DESCRIPTION

Parcel #153005403003000 (1810 W. Broadway) consisting of 0.34 acres

~~Parcel #153005403004000 (1808 W. Broadway) consisting of 0.43 acres~~

Parcel #153005403002000 (705 Sunset Drive) consisting of 0.17 acres

Parcel #153005403001000 (703 Sunset Drive) consisting of 0.17 acres,

All located in Sedalia, Pettis County, Missouri, and being more specifically described as follows:

TRACT 1: BEGINNING AT THE SOUTHEAST CORNER OF LOT 17 OF SEE'S SUBDIVISION OF PARTS OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 45, RANGE 21, IN THE CITY OF SEDALIA, MISSOURI, THENCE RUNNING NORTH 260.7 FEET, THENCE WEST 75 FEET, THENCE SOUTH 260.7 FEET, THENCE EAST 75 FEET TO POINT OF BEGINNING, IN LOT 17 OF SEE'S SUBDIVISION OF PARTS OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 45, RANGE 21, IN THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI. (1808 W. BROADWAY)

TRACT 2: LOTS NUMBERED EIGHT (8), NINE (9) AND TEN (10) IN SUNSET SUBDIVISION OF LOTS ONE (1), TWO (2), THREE (3) AND THE WEST 25 FEET OF LOT FOUR (4) IN BLOCK NUMBER ELEVEN OF PARKVIEW, AN ADDITION TO THE CITY OF SEDALIA, MISSOURI; EXCEPT THAT PORTION DEEDED TO THE STATE OF MISSOURI, ACTING BY AND THROUGH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AS SET OUT IN TRUSTEE'S WARRANTY DEED RECORDED APRIL 9, 2007 AS DOCUMENT NO. 2007-2322. (1810 W. BROADWAY, 705 SUNSET & 703 SUNSET)

"Subject to easements apparent or of record and restrictions, if any."

**Application for an Amendment to the Zoning District Map
Justification for Rezoning**

The parcel(s) in our request are located along the primary commercial corridor in Sedalia, MO (SR 50). Additionally, these parcel(s) are designated for Commercial Development in the 2008 Comprehensive Plan.

Lastly, these parcels will complete the commercial development of this block of West Broadway between Limit and Sunset with the properties immediately to the east currently zoned and developed as Commercial at the same depth(s) along Broadway as this proposal.

BUCKLEY
BUCKLEY
ATTORNEYS AT LAW

121 EAST FOURTH STREET
P.O. BOX 348
SEDALIA, MISSOURI 65302-0348
TELEPHONE 660.826.7373
FACSIMILE 660.826.1266
www.buckleylawfirm.com

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jpbuckley@buckleylawfirm.com

November 14, 2012

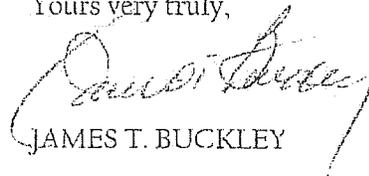
Brian M. Grassa
Cedarwood Development, Inc.
1765 Merriman Road
Akron, Ohio 44313

Dear Mr. Grassa:

I am the Successor Trustee of the Helen W. Mason Irrevocable Trust, the owner of the property described on Exhibit A which is attached hereto and incorporated herein.

This letter is evidence of your authority to serve as my agent to re-zone the described property from R-1 Residential to C-3 Commercial.

Yours very truly,



JAMES T. BUCKLEY

JTB:kdn
Enclosure(s)

City of Sedalia



MUNICIPAL BUILDING
200 SOUTH OSAGE AVENUE
SEDALIA, MISSOURI 65301

PHONE 660-827-3000
FAX 660-827-3885

December 14, 2012

NOTIFICATION LETTER

To Whom It May Concern:

This is to notify you that a public hearing will be held in the Council Chambers of the Municipal Building, 2nd Street & Osage Avenue, Sedalia, Missouri to consider rezoning of the following described tract of land:

GENERAL LOCATION: 1810 W. Broadway, 703 & 705 Sunset Dr. Sedalia, MO

LOTS NUMBERED EIGHT (8), NINE (9) AND TEN (10) IN SUNSET SUBDIVISION OF LOTS ONE (1), TWO (2), THREE (3) AND THE WEST 25 FEET OF LOT FOUR (4) IN BLOCK NUMBER ELEVEN OF PARKVIEW, AN ADDITION TO THE CITY OF SEDALIA, MISSOURI; EXCEPT THAT PORTION DEEDED TO THE STATE OF MISSOURI, ACTING BY AND THROUGH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AS SET OUT IN TRUSTEE'S WARRANTY DEED RECORDED APRIL 9, 2007 AS DOCUMENT NO. 2007-2322.

PURPOSE OF REZONING: To allow for a retail store.

The public hearing will be held to consider rezoning the above described tract from R-1 Single Family Dwelling to C-3 Commercial District. The hearing will begin at 5:30 p.m. on Wednesday, January 2, 2013. Any interested persons or property owners are invited to attend. For any additional information regarding this zoning, please contact the undersigned at the Municipal Building.

Respectfully,


John Simmons
Director of Community Development
(660)827-3000 x 127

MEMO

To: Planning & Zoning Commission
From: John Simmons, Community Development Director
Date: December 26, 2012
Subject: 1810 West Broadway and 703 and 705 Sunset Drive
Applicant: Cedarwood Development Services, Agent to The Helen W. Mason Trust,
Brian Grassa - Agent

Description of Request: Applicant requests rezoning of property for three lots located at 1810 West Broadway and adjacent property at 703 and 705 Sunset Drive. Current zoning of the property is R-1 Single Family Residential with applicant requesting change to C-3 Commercial District. The intended use of the property is commercial retail for development of Advance Auto Parts.

Land Use Review: The subject properties are currently used for R-1 Single Family Residential and only 1810 West Broadway contains a single family dwelling. The Sunset Drive properties are vacant land with a shed. The property located at 1808 West Broadway, not a part of this application is already zoned C-3 Commercial District. Surrounding land uses include R-1 Single Family Residential to the north and west and C-3 Commercial District to the south and east.

Staff Recommendation: Staff recommends the application for rezoning be approved as presented.

This recommendation is based upon the following:

1. The change of zoning from R-1 Single Family Residential to C-3 Commercial District would be compatible with the City of Sedalia's 2008 Comprehensive Plan that supports commercial use along the U.S. 50 Highway corridor and identifies the area as a "Commerce Corridor".
2. The rezoning of the property would be in the general interest of the public and is not merely in the interest of the applicant.
3. Staff recognizes that the intended use of the property along U.S. Highway 50 is compatible with commercial district usage.

Several objectives and policies outlined in the 2008 Comprehensive Plan provide support for the applicant's intended use of the property. The applicant shall buffer surrounding residential property from any parking lot developments with landscaping and design additional lighting in the development to be unobtrusive as it affects adjacent residential properties.

Should you have any question or concerns regarding anything outlined in this advisory, please do not hesitate to contact me at 827-3000.

Submitted by: John Simmons, Community Development Director
660-827-3000, ext. 127

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE SAFETY MANUAL FOR THE CITY OF SEDALIA, MISSOURI BY ADDING A NEW POLICY ENTITLED “LIFTING DEVICES AND EXCAVATORS”.

WHEREAS, The City of Sedalia adopted a Safety Manual at its May 7, 2012 meeting in order to emphasize employee health and safety and to support safe work place practices; and

WHEREAS, the Safety Committee for the City of Sedalia met on January 8, 2013 and reviewed revisions to a new policy entitled “Lifting Devices and Excavators” and voted unanimously to recommend adoption of this policy, by the City Council as a part of the Safety Manual for the City of Sedalia. Said policy is attached to this ordinance as Exhibit A and is incorporated by reference herein.

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

Section 1. The Safety Manual for the City of Sedalia is hereby amended by adding a new policy entitled “Lifting Devices and Excavators”.

Section 2. This ordinance shall be in full force and effect 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 22nd day of January, 2013.

Presiding Officer of the Council

Approved by the Mayor of said City this 22nd day of January, 2013.

Mary Elaine Horn, Mayor

ATTEST:

Arlene Silvey, MRCC
City Clerk



LIFTING DEVICES AND EXCAVATORS

Mechanical lifting devices such as forklifts, lifts, backhoes, loaders, cranes, excavators, etc. can create hazardous work environments. Most of these devices are power driven and are used in construction work and maintenance. These are usually devices that have articulating arms or lifts than can reach heights of over 10 ft.

Before Operating Any Lifting Device or Excavator

- Check operating and emergency controls, safety devices (such as arm restraints, and outriggers), wheels, tires and other items specified by the manufacturer.
- Look for possible leaks (air, hydraulic fluid and fuel-system) and loose or missing parts.
- Check where the device will be used. Is it on a level surface that won't shift?
- Check the slope of the ground or floor. Do not work on steep slopes that exceed slope limits listed by the manufacturer.
- Look for hazards such as holes, drop-offs, bumps, debris, overhead power lines and other obstructions.
- Set outriggers, brakes, and wheel chocks, even if you're working on a level slope.
- Make sure that all personnel are clear from the maximum area of the articulating arm or machine component.
- Make sure that operators and mechanics are sufficiently trained by a qualified person experienced with the type of machinery to be operated.

Using Lifting Devices and Excavators

- If working near traffic, set up work-zone warnings like cones and signs.
- Make sure that any safety devices are being used; i.e., harnesses, cages, etc.
- Make sure that all body parts are confined within the safe area of the equipment.
- If possible, use a spotter when operating near electrical lines or other objects that could create a safety problem.
- Do not exceed manufacturer's load-capacity limits, including the weight of any attachments that are being utilized or lifting heavy objects.

City of Sedalia Safety Manual



To Prevent Electrocutions:

- Non-electrical employees must stay at least 10 feet away from live or unknown overhead power lines. In the case of high voltage power lines, operators should use the following recommended table:

FPL Power Line Voltage	OSHA Minimum Approach Distance
0 - 69,000 volts	10 feet
115,000 - 138,000 volts	11 feet
230,000 volts	13 feet
500,000 volts	18 feet

Note: When uncertain of a power line's voltage, contact your immediate supervisor. If the power line has been insulated by the utility company, personnel should follow their recommend guidelines.

- Electrical employees are the only personnel authorized to de-energize/insulate power lines since they have the proper protective equipment and tools.
- Operators should ensure that if they are dragging with an articulating arm, that adequate clearances are available away from all power lines and other electrical sources.

To Prevent Tip Overs

- Check the manufacturer's instructions.
- Do not drive with the articulating arm in an unlock position unless the manufacturer certifies that it is acceptable.
- Do not exceed vertical or horizontal reach limits or the specified load-capacity of the device.
- Make sure that all outriggers, blocks or wheel checks are properly set.
- Ensure that all lifting devices, or devices with articulating arms are properly set on surfaces that provide a good foundation and do not exceed the manufactures limits for horizontal stability.

Training

Training must include:

- Procedures for electrical or gas sources both in ground and above ground.
- How to operate the equipment correctly including maximum intended load and load capacity. This training should include; machinery check procedures, safety devices, standard operating guidelines and manufacturers limits. In addition, the operator must pass a practical

City of Sedalia Safety Manual



competency test on the machine to be operated. This test should be given by a person who is already certified on the equipment.

- Manufacturer's requirements.
- Identification of hazards, site assessment, and city safety procedures.
- If a safety problem is observed, the operator shall be retrained on the correct procedures.

Maintenance and Inspections

The operator shall be responsible for any normal routine inspections of the device to be operated. This shall include all safety devices, hydraulic hoses, tires, outriggers, blocks and wheel chocks in addition to the overall condition of the equipment. If a problem is found that would affect the operation of the equipment, the operator shall immediately report the problem to their supervisor. The equipment should not be used until the maintenance department has corrected the problem or certified that it is safe for operation.

When Operating Leased Equipment

- Be sure the equipment is properly inspected and serviced before rental.
- Obtain the operator and maintenance manuals and maintenance history.
- Operator controls should be easy to reach and properly marked.
- Lifting devices and excavators shall not be modified without written permission of the manufacturer.
- All equipment shall be used only under conditions approved by the manufacturer and for its intended purpose.
- Use of all safety equipment provided with the equipment shall be used.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY, ACTING THROUGH THE BOARD OF TRUSTEES OF BOTHWELL REGIONAL HEALTH CENTER, TO MAKE AMENDMENTS TO THE ORIGINAL BASE LEASE AND LEASE PURCHASE AGREEMENTS AND APPROVING RELATED DOCUMENTS WITH THE THIRD NATIONAL BANK OF SEDALIA, FOR THE PURPOSE OF PROVIDING FUNDS TO REFINANCE THE CITY'S HOSPITAL REFUNDING REVENUE BONDS, SERIES 2004.

WHEREAS, the City of Sedalia, Missouri (the "City"), owns an acute care hospital and related facilities, known as Bothwell Regional Health Center (the "Health Center"), pursuant to Sections 96.150 to 96.228, of the Revised Statutes of Missouri, as amended (the "City Hospital Law"); and

WHEREAS, the Board of Trustees of Bothwell Regional Health Center (the "Board of Trustees" or the "Board") governs itself and manages and operates the Health Center on behalf of the City for the benefit of the inhabitants of the City and others within the service area of the Health Center, upon the terms and conditions the Board prescribes by its bylaws, rules and regulations, pursuant to the City Hospital Law; and

WHEREAS, the City, acting through the Board of Trustees, and The Third National Bank of Sedalia (the "Bank"), have previously entered into a Base Lease dated as of December 30, 2009 (the "Original Base Lease"), pursuant to which the City, acting through the Board of Trustees, leased to the Bank the real property on which there is situated the Winchester Diagnostic Center and the Bothwell Health Center – Truman Lake (together with all improvements thereon, the "Land"); and

WHEREAS, pursuant to the Original Base Lease, the Bank provided funds to pay costs of improvements described therein (the "Improvements") for the benefit of the Board of Trustees; and

WHEREAS, the City, acting through the Board of Trustees, and the Bank have also entered into a Lease Purchase Agreement dated as of December 30, 2009 (the "Original Lease"), pursuant to which the Bank leased its interest in the Land and that portion of the Improvements situated on the Land (together, the "Project"), to the City, for the rentals and upon the terms and conditions set forth therein; and

WHEREAS, the City has previously issued and has outstanding a series of Hospital Refunding Revenue Bonds (Bothwell Regional Health Center), Series 2004 (the "Series 2004 Bonds"), issued in the original principal amount of \$13,585,000 and outstanding in the principal amount of \$4,460,000 after the March 1, 2013 payment; and

WHEREAS, the Series 2004 Bonds were issued to refund the City's Hospital Revenue Bonds (Bothwell Regional Health Center), Series 1997, in the outstanding principal amount of \$12,085,000 (the "Series 1997 Bonds"), and the Series 1997 Bonds were issued to construct new buildings and additions to existing buildings for the benefit of the Board of Trustees; and

WHEREAS, in order to provide funds to refinance the outstanding Series 2004 Bonds, the Board of Trustees has requested that the City, acting through the Board of Trustees: (a) enter into a First Supplemental Base Lease with the Bank (the "First Supplemental Base Lease"), amending and

supplementing the Original Base Lease (together, the "Base Lease"), pursuant to which Bank will provide funds in the aggregate amount of \$3,250,000, which, together with amounts on deposit in accounts held for the payment of the Series 2004 Bonds, will be sufficient to redeem and pay the outstanding Series 2004 Bonds on March 1, 2013, in consideration of the City's agreement to enter into a First Supplemental Lease Purchase Agreement between the same parties (the "First Supplemental Lease"), amending and supplementing the Original Lease (together, the "Lease"), in order to, among other matters, increase the Rental Payments payable thereunder, and (b) enter into the First Supplemental Lease and related documents.

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

Section 1. Approval of the Base Lease and the Lease. The First Supplemental Base Lease and the First Supplemental Lease are hereby approved in substantially the forms submitted to and reviewed by the City Council on the date hereof, with such changes therein as shall be approved by the President or Chairman of the Board of Trustees. The President's or Chairman's execution of the First Supplemental Base Lease and the First Supplemental Lease will be conclusive evidence of the approval thereof. The President or Chairman of the Board of Trustees, and each of them, is hereby authorized and directed to execute and deliver the First Supplemental Base Lease and the First Supplemental Lease on behalf of and as the act and deed of the Board of Trustees, acting for the City. **Rental Payments under the Lease are subject to annual appropriation and, pursuant to Section 96.195 of the Revised Statutes of Missouri, are payable only from the General Hospital Fund maintained by the Board of Trustees, and the assets under control of the Board of Trustees.**

Section 2. Designation of 2013 Rental Payments as Bank Qualified. The City hereby designates the obligation to pay 2013 Rental Payments (as defined in the First Supplemental Lease) as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended. The aggregate face amount of all tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) issued or to be issued, or entered into, by the City and all subordinate entities thereof during 2013 is not reasonably expected to exceed \$10,000,000. The City and all subordinate entities thereof will not issue or enter into in excess of \$10,000,000 of tax-exempt obligations (including the principal portion of the 2013 Rental Payments, but excluding private activity bonds that are not qualified 501(c)(3) bonds) during 2013 without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to the Bank that the designation of the obligation to pay 2013 Rental Payments as a "qualified tax-exempt obligation" will not be adversely affected.

Section 3. Further Authority. The City shall, and the officials and agents of the City and the Board of Trustees are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this resolution and to carry out, comply with and perform the duties of the City with respect to the First Supplemental Base Lease and the First Supplemental Lease.

Section 4. Effective Date. This Ordinance shall take effect and be in full force immediately after its passage by the City Council and approval by the Mayor.

* * *

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 22nd day of January, 2013.

Presiding Officer of the Council

Approved by the Mayor of said City this 22nd day of January, 2013.

Mary Elaine Horn, Mayor

ATTEST:

Arlene Silvey, MRCC
City Clerk

(Space above reserved for Recorder's use)

TITLE OF DOCUMENT:	FIRST SUPPLEMENTAL BASE LEASE
DATE OF DOCUMENT:	January 15, 2013
GRANTOR(S) NAME AND MAILING ADDRESS:	City of Sedalia, Missouri, acting through the Board of Trustees of Bothwell Regional Health Center, a component unit of the City 601 East 14 th Street Sedalia, Missouri 65301 Attention: Chief Financial Officer
GRANTEE(S) NAME AND MAILING ADDRESS:	The Third National Bank of Sedalia 301 West Broadway Sedalia, Missouri 65301 Attention: President/CEO
RETURN DOCUMENTS TO:	Toni I. Stegeman, Esq. Gilmore & Bell, P.C. 2405 Grand Boulevard, Suite 1100 Kansas City, Missouri 64108
LEGAL DESCRIPTION:	See attached Schedule 1
BOOK AND PAGE OF SOURCE OF TITLE:	Instrument No. 2009-7049 in Pettis County, Missouri; Book 596 at Page 1896 in Benton County, Missouri.

FIRST SUPPLEMENTAL BASE LEASE

BASE LESSOR: CITY OF SEDALIA, MISSOURI, ACTING THROUGH THE BOARD OF TRUSTEES OF BOTHWELL REGIONAL HEALTH CENTER, A COMPONENT UNIT OF THE CITY

BASE LESSEE: THE THIRD NATIONAL BANK OF SEDALIA

DATE: JANUARY 15, 2013

THIS FIRST SUPPLEMENTAL BASE LEASE (the "First Supplemental Base Lease"), dated as of the date set forth above, supplements and amends that certain Base Lease dated as of December 30, 2009, and recorded December 31, 2009, as Instrument Number 2009-7049 with the Recorder of Deeds of Pettis County, Missouri, and in Book 596 at Page 1896 with the Recorder of Deeds of Benton County, Missouri (the "Original Base Lease," and, as amended and supplemented by the First Supplemental Base Lease, the "Base Lease"), by and between the Base Lessor named above (together with its successors and assigns, "Base Lessor"), and the Base Lessee named above (together with its successors, "Base Lessee").

WITNESSETH:

WHEREAS, pursuant to the Original Base Lease, the Base Lessor has previously leased to the Base Lessee the real property described on **Schedule 1** hereto (together with all improvements now or hereafter existing thereon, the "Land"); and

WHEREAS, pursuant to the Original Base Lease, the Base Lessor has previously provided funds to pay or reimburse costs of acquiring, constructing and installing the facilities and related improvements, fixtures, equipment and furnishings and support facilities described on Exhibit A to the Original Lease (the "Improvements") for the benefit of the Board of Trustees of Bothwell Regional Health Center (the "Hospital Board"), a component unit of Base Lessor; and

WHEREAS, pursuant to a Lease Purchase Agreement dated as of December 30, 2009 (the "Original Lease"), Base Lessee has leased its interest in the Land and that portion of the Improvements situated on the Land (together, the "Project"), to Base Lessor for the rentals and upon the terms and conditions set forth therein; and

WHEREAS, the Base Lessor has previously issued and has outstanding a series of Hospital Refunding Revenue Bonds (Bothwell Regional Health Center), Series 2004 (the "Series 2004 Bonds"), issued in the original principal amount of \$13,585,000 and currently outstanding in the principal amount of \$5,470,000; and

WHEREAS, the Series 2004 Bonds were issued to refund the City's Hospital Revenue Bonds (Bothwell Regional Health Center), Series 1997, in the outstanding principal amount of \$12,085,000 (the "Series 1997 Bonds"), and the Series 1997 Bonds were issued to construct new buildings and additions to existing buildings for the benefit of the Hospital Board; and

WHEREAS, in order to provide funds to refinance the outstanding Series 2004 Bonds, the Base Lessee proposes to provide funds in the aggregate amount of \$3,250,000, which, together with amounts on deposit in accounts held for the payment of the Series 2004 Bonds, will be sufficient to redeem and pay the

outstanding Series 2004 Bonds on March 1, 2013; such amount to be advanced pursuant to this First Supplemental Base Lease, in consideration of the Base Lessor's agreement to enter into the First Supplemental Lease Purchase Agreement of even date herewith, between the Base Lessee and the Base Lessor (the "First Supplemental Lease"), amending and supplementing the Original Lease (together, the "Lease"), in order to, among other matters, increase the Rental Payments payable thereunder; and

WHEREAS, the Base Lessor is authorized under the constitution and laws of the State of Missouri, and under the Original Lease, to enter into this First Supplemental Lease for the purposes set forth herein,

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, Base Lessor and Base Lessee do hereby covenant and agree as follows:

Section 1. Defined Terms. All capitalized terms, unless otherwise defined herein, have the meanings assigned in the Original Lease, as supplemented and amended by the First Supplemental Lease. Whenever, in the Original Base Lease, the terms Lease or Base Lease are used, those terms shall hereafter be deemed to mean the Base Lease and the Lease, respectively, as those terms are defined herein.

Section 2. Representations by Base Lessor. Base Lessor represents, warrants and covenants as follows:

(a) Base Lessor is a body politic and corporate established and existing under and pursuant to the laws of the state in which it is located (the "State");

(b) The lease of the Land to Base Lessee and the lease of the Project by Base Lessee to Base Lessor, as provided in the Lease, is necessary, desirable and in the public interest, and Base Lessor hereby confirms its current need for the Project;

(c) Base Lessor, pursuant to Section 96.150.5 of the Revised Statutes of Missouri and an ordinance approved by Base Lessor's governing body, upon recommendation of the Hospital Board, has full power and authority to enter into this First Supplemental Base Lease and the First Supplemental Lease, and the transactions contemplated by this First Supplemental Base Lease and the First Supplemental Lease, to carry out Base Lessor's obligations hereunder and thereunder; to execute and deliver this First Supplemental Base Lease and the First Supplemental Lease, and to perform all of Base Lessor's obligations hereunder on its behalf;

(d) Neither the execution and delivery of this First Supplemental Base Lease or the First Supplemental Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Base Lessor is now a party or by which Base Lessor is bound;

(e) Base Lessor has good and marketable fee title to the Land;

(f) The Land is not subject to any dedication, easement, right of way, reservation in patent, covenant, condition, restriction, lien or encumbrance that were not in existence on the effective date of the Original Base Lease;

(g) All taxes, assessments or impositions of any kind with respect to the Land, except current taxes, have been paid in full;

(h) The Land is properly zoned for the purpose of the Improvements; and

(i) Base Lessor has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby Base Lessor's interests in any property now or hereafter included in the Project shall be or may be impaired, changed or encumbered in any manner whatsoever except as permitted by this Base Lease and the Lease.

Section 3. Lease. This First Supplemental Base Lease ratifies and confirms that Base Lessor has leased to Base Lessee, and Base Lessee has rented and leased from Base Lessor, the Land on the terms and conditions set forth in the Original Base Lease, as amended and supplemented by this First Supplemental Base Lease.

Section 4. Rental. In addition to the rentals payable under the Original Base Lease, in consideration for the continued lease of the Land to Base Lessee, and Base Lessor's concurrent execution and delivery of the First Supplemental Lease, Base Lessee shall pay to, or at the direction of Base Lessor, the aggregate amount of \$3,250,000, which, together with amounts on deposit in accounts held for the payment of the Series 2004 Bonds, will be sufficient to redeem and pay the outstanding Series 2004 Bonds on March 1, 2013.

Section 5. Effect of First Supplemental Base Lease. The provisions of the Original Base Lease, including without limitation the representations, warranties and covenants and the definitions and rules of construction included therein, as modified and amended by this First Supplemental Base Lease, are hereby ratified and confirmed, and the rights, duties and obligations under the Base Lease of the Base Lessor and the Base Lessee shall hereafter be determined, exercised and enforced under the Base Lease subject in all respects to such modification and amendment, and all the terms and conditions of this First Supplemental Base Lease shall be deemed to be part of the terms and conditions of the Base Lease for any and all purposes. This First Supplemental Base Lease shall be construed as having been authorized, executed, delivered and consented to under the provisions of **Section 18** of the Original Base Lease.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Base Lessor and Base Lessee have caused this First Supplemental Base Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

Base Lessor:

**CITY OF SEDALIA, MISSOURI,
Acting through the Board of Trustees
of Bothwell Regional Health Center,
a component unit of the City**

[SEAL]

By: _____
John M. Dawes
President and Chief Executive Officer

Base Lessee:

THE THIRD NATIONAL BANK OF SEDALIA

[SEAL]

By : _____
Larry D. Bahr
President and Chief Executive Officer

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS
COUNTY OF PETTIS)

BE IT REMEMBERED, that on this ____ day of _____, 2013, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **JOHN M. DAWES**, the President and Chief Executive Officer of **BOTHWELL REGIONAL HEALTH CENTER, A COMPONENT UNIT OF THE CITY OF SEDALIA, MISSOURI**, a body politic and corporate duly authorized, incorporated and existing under and by virtue of the constitution and laws of the State of Missouri, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said body, and such person duly acknowledged the execution of the same to be the act and deed of said body.

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

Notary Public in and for said State
Commission Expires:

<p><i>PLEASE AFFIX SEAL FIRMLY AND CLEARLY IN THIS BOX</i></p>
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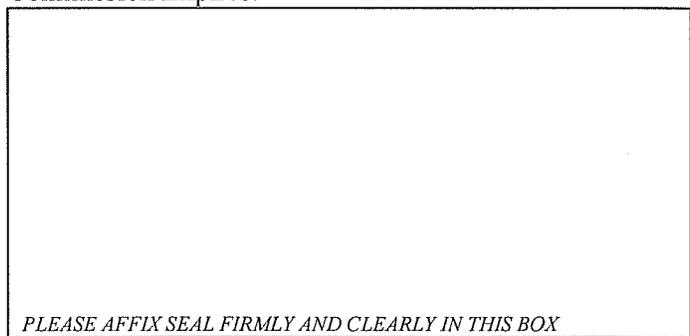
ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS
COUNTY OF PETTIS)

BE IT REMEMBERED, that on this ____ day of _____, 2013, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **LARRY D. BAHR**, President of **THE THIRD NATIONAL BANK OF SEDALIA**, a national banking association, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said association, and such person duly acknowledged the execution of the same to be the act and deed of said association.

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

Notary Public in and for said State
Commission Expires:



SCHEDULE 1 TO FIRST SUPPLEMENTAL BASE LEASE

DESCRIPTION OF THE LAND

TRACT 1:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF WINCHESTER DRIVE AND THE NORTHERLY LINE OF 10TH STREET, IF EXTENDED WEST IN THE DIRECTION IT NOW RUNS; THENCE NORTH 66°44' WEST ALONG THE NORTHERLY LINE OF SAID 10TH STREET IF EXTENDED WEST, 680.62 FEET; THENCE NORTH 23°16' EAST, 320.0 FEET; THENCE SOUTH 66°44' EAST, 680.62 FEET TO THE WESTERLY LINE OF SAID WINCHESTER DRIVE; THENCE SOUTH 23°16' WEST, ALONG SAID WESTERLY LINE, 320.0 FEET TO THE POINT OF BEGINNING. BEING LOCATED IN A PART OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 6, IN TOWNSHIP 45 NORTH, OF RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN, PETTIS COUNTY, MISSOURI.

TRACT 2:

LOT 1 OF VALLEY 1ST ADDITION, A SUBDIVISION IN WARSAW, BENTON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

SAID LOT 1 BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS: ALL OF LOT 7 AND PART OF LOT 6 OF NORTH TOWN CENTER, A SUBDIVISION IN WARSAW, BENTON COUNTY, MISSOURI, AS RECORDED IN PLAT BOOK 21 AT PAGE 73 AND A PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 22 WEST OF THE 5TH PRINCIPAL MERIDIAN, BENTON COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF VALLEY, AN ADDITION TO THE CITY OF WARSAW, BENTON COUNTY, MISSOURI, AS RECORDED IN PLAT BOOK 21 AT PAGE 380; ALSO BEING THE NORTHEAST CORNER OF LOT 7 OF NORTH TOWN CENTER, A SUBDIVISION TO THE CITY OF WARSAW, BENTON COUNTY, MISSOURI, AS RECORDED IN PLAT BOOK 21 AT PAGE 73; THENCE ALONG THE EAST LINE OF LOT 7, ALSO BEING A CURVE TO THE LEFT ON THE WEST RIGHT-OF-WAY LINE OF COMMERCIAL STREET HAVING A RADIUS OF 4054.72 FEET AND A CHORD BEARING OF S20°05'05"E (CHORD: 301.82 FEET), AN ARC DISTANCE OF 301.89 FEET TO A REVERSE CURVE TO THE RIGHT; THENCE ALONG THE EAST LINE OF LOT 7, ALSO BEING A CURVE TO THE RIGHT ON THE WEST RIGHT-OF-WAY LINE OF COMMERCIAL STREET HAVING A RADIUS OF 220.00 FEET AND A CHORD BEARING OF S11°08'06"E (CHORD: 84.58 FEET), AN ARC DISTANCE OF 84.58 FEET; THENCE S00°03'09"E ALONG THE EAST LINE OF LOTS 7 AND 6, ALSO THE WEST RIGHT-OF-WAY LINE OF COMMERCIAL STREET, A DISTANCE OF 184.34 FEET; THENCE S89°56'51"W, A DISTANCE OF 170.74 FEET TO A TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE HAVING A RADIUS OF 75.00 FEET AND A CHORD BEARING OF N71°55'22"W (CHORD: 46.68 FEET), AN ARC DISTANCE OF 47.46 FEET; THENCE N53°47'34"W, A DISTANCE OF 247.63 FEET TO A TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE HAVING A RADIUS OF 100.00 FEET AND A CHORD BEARING OF N27°00'58"W (CHORD: 90.10 FEET), AN ARC DISTANCE OF 93.47 FEET; THENCE N00°14'21"W, A DISTANCE OF 258.70 FEET TO THE SOUTH LINE OF SAID VALLEY; THENCE N88°31'11"E ALONG THE SOUTH LINE OF SAID VALLEY AND THE SOUTH RIGHT-OF-WAY LINE OF COTTONWOOD LANE, A DISTANCE 187.42 FEET; THENCE N72°45'17"E ALONG THE SOUTH LINE OF SAID VALLEY AND THE SOUTH RIGHT-OF-WAY LINE OF COTTONWOOD LANE, A DISTANCE 156.45 FEET TO THE POINT OF BEGINNING.

(Space above reserved for Recorder's use)

TITLE OF DOCUMENT:	FIRST SUPPLEMENTAL LEASE PURCHASE AGREEMENT
DATE OF DOCUMENT:	February 1, 2013
GRANTOR(S) NAME AND MAILING ADDRESS:	The Third National Bank of Sedalia 301 West Broadway Sedalia, Missouri 65301 Attention: President/CEO
GRANTEE(S) NAME AND MAILING ADDRESS:	City of Sedalia, Missouri, acting through the Board of Lessors of Bothwell Regional Health Center, a component unit of the City 601 East 14 th Street Sedalia, Missouri 65301 Attention: Chief Financial Officer
RETURN DOCUMENTS TO:	Toni I. Stegeman, Esq. Gilmore & Bell, P.C. 2405 Grand Boulevard, Suite 1100 Kansas City, MO 64108
LEGAL DESCRIPTION:	See attached Schedule 1
BOOK AND PAGE OF SOURCE OF TITLE:	Instrument No. 2009-7051 in Pettis County, Missouri; Book 596 at Page 1917 in Benton County, Missouri.

FIRST SUPPLEMENTAL LEASE PURCHASE AGREEMENT

THIS FIRST SUPPLEMENTAL LEASE PURCHASE AGREEMENT, dated as of February 1, 2013 (the "First Supplemental Lease"), supplements and amends that certain Lease Purchase Agreement dated as of December 30, 2009, a memorandum of which was recorded December 31, 2009, as Instrument Number 2009-7050 in the records of the Recorder of Deeds of Pettis County, Missouri, and in Book 596 at Page 1917 in the records of the Recorder of Deeds of Benton County, Missouri (the "Original Lease," and, as amended and supplemented by this First Supplemental Lease, the "Lease"), between **THE THIRD NATIONAL BANK OF SEDALIA** (the "Lessor"), and the **CITY OF SEDALIA, MISSOURI, ACTING THROUGH THE BOARD OF TRUSTEES OF BOTHWELL REGIONAL HEALTH CENTER, A COMPONENT UNIT OF THE CITY** (the "Lessee"), each at the address stated on the cover sheet attached to and made a part of this First Supplemental Lease by this reference.

WITNESSETH:

WHEREAS, the Lessee and the Lessor have previously entered into a Base Lease dated as of December 30, 2009 (the "Original Base Lease"), pursuant to which the Lessee leased to the Lessor the real property described on **Schedule 1** hereto (together with all improvements now or hereafter existing thereon, the "Land"); and

WHEREAS, the Lessee has previously entered into the Original Lease and the Lessor has provided funds to pay or reimburse costs of acquiring, constructing and installing the facilities and related improvements, fixtures, equipment and furnishings and support facilities described on Exhibit A to the Original Lease (the "Improvements") for the benefit of the Board of Trustees of Bothwell Regional Health Center (the "Hospital Board"), a component unit of Lessee; and

WHEREAS, pursuant to the Original Lease, Lessor has leased its interest in the Land and that portion of the Improvements situated on the Land (together, the "Project"), to Lessee for the rentals and upon the terms and conditions set forth in the Original Lease; and

WHEREAS, the Lessee has previously issued and has outstanding a series of Hospital Refunding Revenue Bonds (Bothwell Regional Health Center), Series 2004 (the "Series 2004 Bonds"), issued in the original principal amount of \$13,585,000 and currently outstanding in the principal amount of \$5,470,000; and

WHEREAS, the Series 2004 Bonds were issued to refund the City's Hospital Revenue Bonds (Bothwell Regional Health Center), Series 1997, in the outstanding principal amount of \$12,085,000 (the "Series 1997 Bonds"), and the Series 1997 Bonds were issued to construct new buildings and additions to existing buildings for the benefit of the Hospital Board; and

WHEREAS, in order to provide funds to refinance the outstanding Series 2004 Bonds, the Lessor proposes to provide funds in the aggregate amount of \$3,250,000, which, together with amounts on deposit in accounts held for the payment of the Series 2004 Bonds, will be sufficient to redeem and pay the outstanding Series 2004 Bonds on March 1, 2013; such amount to be advanced pursuant to a First Supplemental Base Lease of even date herewith, between the Lessor and the Lessee (the "First Supplemental Base Lease"), amending and supplementing the Original Base Lease (together, the "Base

Lease”), in consideration of the Lessee’s agreement to enter into this First Supplemental Lease, in order to, among other matters, increase the Rental Payments payable thereunder; and

WHEREAS, the Lessee is authorized under the constitution and laws of the State of Missouri , and under the Original Lease, to enter into this First Supplemental Lease for the purposes set forth herein,

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions.

(a) The definitions of the following words and terms set forth in **Section 1.1** of the Original Lease are hereby amended to read as follows:

“**Base Lease**” means the Original Base Lease, as amended and supplemented by the First Supplemental Base Lease, and as further amended or supplemented in accordance with **Section 18** of the Original Base Lease.

“**Federal Tax Certificate**” means, (a) with respect to the facilities constructed or improved pursuant to the Original Base Lease and the Original Lease, the Federal Tax Certificate dated as of December 31, 2009, executed and delivered by Lessee for the benefit of Lessor, as it may be supplemented or amended in accordance with the provisions thereof, and (b) with respect to the facilities constructed or improved with proceeds of the Series 1997 Bonds (and refinanced pursuant to this First Supplemental Lease), the Federal Tax Certificate, in substantially the form attached as **Exhibit A** to this First Supplemental Lease, executed and delivered by Lessee for the benefit of Lessor, as it may be supplemented or amended in accordance with the provisions thereof.

“**Lease**” means Original Lease, as amended and supplemented by this First Supplemental Lease, and as further amended or supplemented in accordance with **Article XIII** of the Original Lease.

“**Rental Payments**” means, collectively, the 2009 Rental Payments and the 2013 Rental Payments.

(b) In addition to the words and terms defined in **Section 1.1** of the Original Lease (as amended) and elsewhere in this First Supplemental Lease, the following words and terms shall have the following meanings:

“**First Supplemental Lease**” means this First Supplemental Lease Purchase Agreement dated as of February 1, 2013, between the Lessor and the Lessee, which amends and supplements the Original Lease.

“**Original Lease**” means the Lease Purchase Agreement dated as of December 30, 2009, between the Lessor and the Lessee.

“2009 Rental Payments” means the Rental Payments, calculated and payable in accordance with **Section 4.1** of the Original Lease.

“2013 Advance” means \$3,250,000.

“2013 Rental Payments” means the 2013 Rental Payments, calculated and payable in accordance with the Original Lease, as supplemented by **Section 4.01** of this First Supplemental Lease.

“2013 Supplemental Documents” means the First Supplemental Base Lease, this First Supplemental Lease and any other agreements, documents or certificates related to the purposes of this First Supplemental Lease.

ARTICLE II

REPRESENTATIONS

Section 2.01. Representations by Lessee. Lessee represents, warrants and covenants as follows:

(a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State; and, pursuant to Section 96.150.5 of the Revised Statutes of Missouri, an ordinance approved by Lessee’s governing body and a resolution approved by the Hospital Board, has full power and authority to enter into the 2013 Supplemental Documents, for and on behalf of Lessee, to execute and deliver the 2013 Supplemental Documents and to perform all of Lessee’s obligations thereunder, on its behalf;

(b) The lease of the Project by Lessor to Lessee, as provided in the Lease, is necessary, desirable and in the public interest, and Lessee hereby reaffirms its current need for the Project;

(c) Lessee has duly authorized the execution and delivery of each of the 2013 Supplemental Documents by proper action by its governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of each of the 2013 Supplemental Documents;

(d) Neither the execution and delivery of any 2013 Supplemental Document, nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Lessee is a party or by which Lessee is bound;

(e) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal challenging the validity of the authorization or the power or authority of Lessee to enter into any Project Document or 2013 Supplemental Document, or the validity or enforceability of any Project Document, as amended and supplemented by the 2013 Supplemental Documents, or which, if adversely determined, would adversely affect

the transactions contemplated by any Project Document, as amended and supplemented by the 2013 Supplemental Documents, or the interest of Lessor or its assigns thereunder;

(f) Lessee has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby Lessee's interests in any property now or hereafter included in the Project shall be or may be impaired, changed or encumbered in any manner whatsoever, except as contemplated by the Base Lease and the Lease;

(g) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof;

(h) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current Fiscal Year to make the Rental Payments scheduled to come due during the current Renewal Term, and to meet its other obligations for the current Renewal Term, and such funds have not been expended for other purposes;

(i) Lessee is a Missouri third-class city, and Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic;

(j) During the Lease Term, the Project will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority.

Section 2.02. Tax Covenants. The parties assume that Lessor can exclude the interest portion of the Rental Payments under this Lease from federal gross income. Lessee covenants and agrees that it will (i) during the term of this Lease use a book entry system to register the owner of this Lease so as to meet the applicable requirements of Section 149(a)(3) of the Code; (ii) complete and timely file an IRS Form 8038-G with the Internal Revenue Service ("IRS") in accordance with Section 149(e) of the Code; (iii) not permit the Project to be directly or indirectly used for a private business use within the meaning of Section 141 of the Code including, without limitation, use by private persons or entities pursuant to contractual arrangements which do not satisfy the IRS' guidelines for permitted management contracts, as the same may be amended from time to time; and (iv) comply with all provisions and regulations applicable to excluding the interest portion of the Rental Payments under each Lease from federal gross income pursuant to Section 103 of the Code. Lessee hereby affirms the representations, covenants and warranties in the Federal Tax Certificate, with the same effect as if set forth in full at this place, and agrees that the terms thereof will survive the expiration or termination of this Lease for any reason.

ARTICLE III

DEMISING OF THE PROPERTY; LEASE TERM

Section 3.01. Lease of Project. The Lessor hereby confirms that it demises, leases, subleases and lets to the Lessee, and the Lessee hereby confirms that it rents, leases, subleases and hires from the Lessor, the Project, in accordance with the Original Lease, as supplemented and amended by this First Supplemental Lease for the Lease Term.

ARTICLE IV

2013 RENTAL PAYMENTS; PREPAYMENT

Section 4.01. Increased Rental Payments. The Original Lease is hereby supplemented to increase the Rental Payments under **Section 4.1(a)** of the Original Lease by an amount calculated and payable as follows (the “2013 Rental Payments”):

- (i) The principal portion of the 2013 Rental Payments shall equal the amount of the 2013 Advance, and be payable on the Rental Payment Date occurring on March 1, 2017.
- (ii) A portion of each 2013 Rental Payment is paid as, and represents payment of, interest. The interest portions of 2013 Rental Payments shall be payable on each Rental Payment Date, beginning on April 1, 2013, and shall be computed from the date of the 2013 Advance at 3.7% per annum until the day prior to the first Adjustment Date, and, thereafter, at the applicable Adjusted Interest Rate, commencing on each Adjustment Date. Interest portions are to be calculated based upon a 360-day year, consisting of twelve 30-day months.
- (iii) 2013 Rental Payments shall be applied first to the interest portion and then to the principal portion of 2013 Rental Payments due. If, at any time, a Rental Payment received by Lessor is less than the total amount due and payable under the Lease, the amount paid will be credited, *first*, to interest portions of Rental Payments then due (and if the amount received is less than all interest portions due, then pro-rata between the interest portions of 2009 Rental Payments and 2013 Rental Payments), *second*, to principal portions of 2013 Rental Payments, and, *finally*, to principal portions of 2009 Rental Payments.

Section 4.02. Amendment of Prepayment Provisions. **Section 10.3** of the Original Lease is hereby amended by substituting the following in lieu of such section:

“**Section 10.3. Prepayment of Rentals.** Lessee may at any time prepay all or any part of the Rental Payments provided for hereunder, with any prepayments being applied in the following order:

- (1) *first*, to interest portions then due hereunder, credited on a pro-rata basis between the interest portions of 2009 Rental Payments and 2013 Rental Payments; and
- (2) *then*, to prepay unpaid principal portions of Rental Payments, credited first to principal portions of 2013 Rental Payments and then to principal portions of 2009 Rental Payments, unless a different allocation is designated in writing by Lessee.”

Section 4.03. Determination of Fair Purchase Price. Lessee and Lessor hereby agree and determine that the Rental Payment under the Lease, as amended herein, during each Renewal Term represents the fair value of the use of the Project, and that the amount required to exercise Lessee’s option to purchase Lessor’s interest in the Project pursuant to **Section 10.1** of the Original Lease represents, as of the end of the applicable Rental Payment Date, the fair purchase price of the Project. Lessee hereby determines that the Rentals do not exceed a reasonable amount so as to place Lessee under an economic practical compulsion to renew this Lease or to exercise its option to purchase the Project under the Lease. In making

such determinations, Lessee and Lessor have given consideration to the Costs of the Improvements, the uses and purposes for which the Project will be employed by Lessee, the benefit to Lessee by reason of the acquisition, construction, equipping and installation of the Improvements and the use and occupancy of the Project pursuant to the terms and provisions of this Lease and Lessee's option to purchase the Project. Lessee hereby determines and declares that the acquisition, construction, equipping and installation of the Improvements and the leasing of the Project pursuant to this Lease have resulted in a Project of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition, construction, equipping and installation of the Improvements had been performed by Lessee other than pursuant to this Lease. Lessee hereby confirms that the Maximum Lease Term does not exceed the useful life of the Improvements.

ARTICLE VII

MISCELLANEOUS

Section 7.01. Effect of First Supplemental Lease. The provisions of the Original Lease, including without limitation the representations, warranties and covenants and the definitions and rules of construction included therein, as modified and amended by this First Supplemental Lease, are hereby ratified and confirmed, and the rights, duties and obligations under the Lease of the Lessee and the Lessor shall hereafter be determined, exercised and enforced under the Lease subject in all respects to such modification and amendment, and all the terms and conditions of this First Supplemental Lease shall be deemed to be part of the terms and conditions of the Lease for any and all purposes.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this First Supplemental Lease to be executed in their names by their duly authorized representatives, as of the date first above written.

Lessor:

THE THIRD NATIONAL BANK OF SEDALIA

[SEAL]

By : _____
Larry D. Bahr
President and Chief Executive Officer

Lessee:

**CITY OF SEDALIA, MISSOURI,
Acting through the Board of Trustees
of Bothwell Regional Health Center,
a component unit of the City**

[SEAL]

By: _____
John M. Dawes
President and Chief Executive Officer

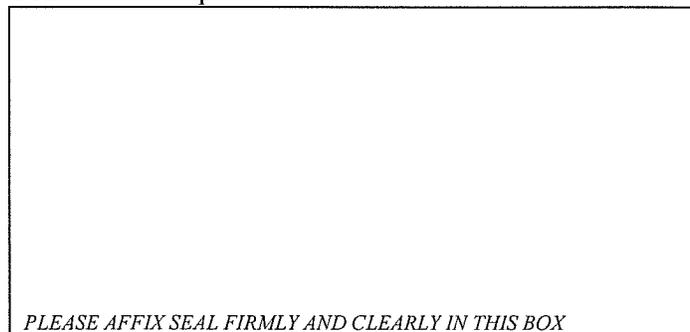
ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS
COUNTY OF PETTIS)

BE IT REMEMBERED, that on this ____ day of _____, 2013, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **LARRY D. BAHR**, the President and Chief Executive Officer of **THE THIRD NATIONAL BANK OF SEDALIA**, a national banking association, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said association, and such person duly acknowledged the execution of the same to be the act and deed of said association.

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

Notary Public in and for said State
Commission Expires:



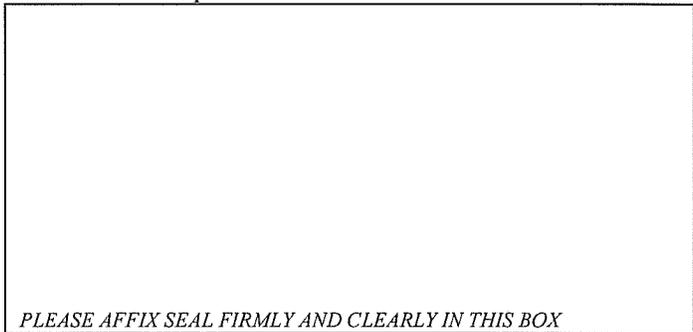
ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS
COUNTY OF PETTIS)

BE IT REMEMBERED, that on this ____ day of _____, 2013, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **JOHN M. DAWES**, the President and Chief Executive Officer of **BOTHWELL REGIONAL HEALTH CENTER, A COMPONENT UNIT OF THE CITY OF SEDALIA, MISSOURI**, a body politic and corporate duly authorized, incorporated and existing under and by virtue of the constitution and laws of the State of Missouri, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said body, and such person duly acknowledged the execution of the same to be the act and deed of said body.

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

Notary Public in and for said State
Commission Expires:



SCHEDULE 1 TO FIRST SUPPLEMENTAL LEASE PURCHASE AGREEMENT

DESCRIPTION OF THE LAND

TRACT 1:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF WINCHESTER DRIVE AND THE NORTHERLY LINE OF 10TH STREET, IF EXTENDED WEST IN THE DIRECTION IT NOW RUNS; THENCE NORTH 66°44' WEST ALONG THE NORTHERLY LINE OF SAID 10TH STREET IF EXTENDED WEST, 680.62 FEET; THENCE NORTH 23°16' EAST, 320.0 FEET; THENCE SOUTH 66°44' EAST, 680.62 FEET TO THE WESTERLY LINE OF SAID WINCHESTER DRIVE; THENCE SOUTH 23°16' WEST, ALONG SAID WESTERLY LINE, 320.0 FEET TO THE POINT OF BEGINNING. BEING LOCATED IN A PART OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 6, IN TOWNSHIP 45 NORTH, OF RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN, PETTIS COUNTY, MISSOURI.

TRACT 2:

LOT 1 OF VALLEY 1ST ADDITION, A SUBDIVISION IN WARSAW, BENTON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

SAID LOT 1 BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS: ALL OF LOT 7 AND PART OF LOT 6 OF NORTH TOWN CENTER, A SUBDIVISION IN WARSAW, BENTON COUNTY, MISSOURI, AS RECORDED IN PLAT BOOK 21 AT PAGE 73 AND A PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 22 WEST OF THE 5TH PRINCIPAL MERIDIAN, BENTON COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF VALLEY, AN ADDITION TO THE CITY OF WARSAW, BENTON COUNTY, MISSOURI, AS RECORDED IN PLAT BOOK 21 AT PAGE 380; ALSO BEING THE NORTHEAST CORNER OF LOT 7 OF NORTH TOWN CENTER, A SUBDIVISION TO THE CITY OF WARSAW, BENTON COUNTY, MISSOURI, AS RECORDED IN PLAT BOOK 21 AT PAGE 73; THENCE ALONG THE EAST LINE OF LOT 7, ALSO BEING A CURVE TO THE LEFT ON THE WEST RIGHT-OF-WAY LINE OF COMMERCIAL STREET HAVING A RADIUS OF 4054.72 FEET AND A CHORD BEARING OF S20°05'05"E (CHORD: 301.82 FEET), AN ARC DISTANCE OF 301.89 FEET TO A REVERSE CURVE TO THE RIGHT; THENCE ALONG THE EAST LINE OF LOT 7, ALSO BEING A CURVE TO THE RIGHT ON THE WEST RIGHT-OF-WAY LINE OF COMMERCIAL STREET HAVING A RADIUS OF 220.00 FEET AND A CHORD BEARING OF S11°08'06"E (CHORD: 84.58 FEET), AN ARC DISTANCE OF 84.58 FEET; THENCE S00°03'09"E ALONG THE EAST LINE OF LOTS 7 AND 6, ALSO THE WEST RIGHT-OF-WAY LINE OF COMMERCIAL STREET, A DISTANCE OF 184.34 FEET; THENCE S89°56'51"W, A DISTANCE OF 170.74 FEET TO A TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE HAVING A RADIUS OF 75.00 FEET AND A CHORD BEARING OF N71°55'22"W (CHORD: 46.68 FEET), AN ARC DISTANCE OF 47.46 FEET; THENCE N53°47'34"W, A DISTANCE OF 247.63 FEET TO A TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE HAVING A RADIUS OF 100.00 FEET AND A CHORD BEARING OF N27°00'58"W (CHORD: 90.10 FEET), AN ARC DISTANCE OF 93.47 FEET; THENCE N00°14'21"W, A DISTANCE OF 258.70 FEET TO THE SOUTH LINE OF SAID VALLEY; THENCE N88°31'11"E ALONG THE SOUTH LINE OF SAID VALLEY AND THE SOUTH RIGHT-OF-WAY LINE OF COTTONWOOD LANE, A DISTANCE 187.42 FEET; THENCE N72°45'17"E ALONG THE SOUTH LINE OF SAID VALLEY AND THE SOUTH RIGHT-OF-WAY LINE OF COTTONWOOD LANE, A DISTANCE 156.45 FEET TO THE POINT OF BEGINNING.

* * *

EXHIBIT A

TO FIRST SUPPLEMENTAL LEASE PURCHASE AGREEMENT DATED AS OF FEBRUARY 1, 2013, BETWEEN CITY OF SEDALIA, MISSOURI, AND THE THIRD NATIONAL BANK OF SEDALIA

FEDERAL TAX CERTIFICATE

FEDERAL TAX CERTIFICATE

Dated as of February 27, 2013

OF

**CITY OF SEDALIA, MISSOURI,
ACTING THROUGH THE BOARD OF TRUSTEES OF BOTHWELL REGIONAL HEALTH
CENTER,**

\$3,250,000

**First Supplemental Lease Purchase Agreement, dated February 1, 2013,
Between The Third National Bank of Sedalia, as lessor, and
City of Sedalia, Missouri, acting through the Board of Trustees of
Bothwell Regional Health Center**

FEDERAL TAX CERTIFICATE

TABLE OF CONTENTS

	<u>Page</u>
PARTIES AND RECITALS	1
<u>ARTICLE I</u>	
DEFINITIONS	
Section 1.1. Definitions of Words and Terms	2
<u>ARTICLE II</u>	
GENERAL REPRESENTATIONS AND COVENANTS	
Section 2.1. Representations and Covenants of the Issuer	5
Section 2.2. Survival of Representations and Covenants	8
<u>ARTICLE III</u>	
ARBITRAGE CERTIFICATIONS AND COVENANTS	
Section 3.1. General	8
Section 3.2. Reasonable Expectations	8
Section 3.3. Purposes of the Financing.....	8
Section 3.4. Funds and Accounts	8
Section 3.5. Amount and Use of Lease Obligation Proceeds and Other Money.....	8
Section 3.6. Multipurpose Issue	9
Section 3.7. No Advance Refunding.....	9
Section 3.8. Current Refunding.....	9
Section 3.9. Project Completion.....	9
Section 3.10. Sinking Funds.....	9
Section 3.11. Reserve, Replacement and Pledged Funds	9
Section 3.12. Purpose Investment Yield.....	10
Section 3.13. Offering Prices and Yield on Lease Obligations	10
Section 3.14. Miscellaneous Arbitrage Matters.....	10
Section 3.15. Conclusion.....	10
<u>ARTICLE IV</u>	
POST-ISSUANCE TAX REQUIREMENTS, POLICIES AND PROCEDURES	
Section 4.1. General	10
Section 4.2. Record Keeping, Use of Lease Obligation Proceeds and Use of Financed Facilities.....	11
Section 4.3. Rebate Covenant.....	12

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.1.	Term of Tax Certificate	12
Section 5.2.	Amendments	12
Section 5.3.	Opinion of Special Tax Counsel.....	12
Section 5.4.	Reliance	12
Section 5.5.	Severability	12
Section 5.6.	Benefit of Agreement	13
Section 5.7.	Default, Breach and Enforcement	13
Section 5.8.	Execution in Counterparts	13
Section 5.9.	Governing Law	13
Section 5.10.	Electronic Transactions	13

Exhibit A – IRS Form 8038 G

Schedule A -- Attachment to Form 8038G

Exhibit B – Description of Property Comprising the Financed Facilities and Final Allocation for the Original Obligations

Exhibit C – Sample Annual Compliance Checklist

* * *

FEDERAL TAX CERTIFICATE

THIS FEDERAL TAX CERTIFICATE (the "Tax Certificate"), is executed as of February 27, 2013, by **CITY OF SEDALIA, MISSOURI, ACTING THROUGH THE BOARD OF TRUSTEES OF BOTHWELL REGIONAL HEALTH CENTER**, a political subdivision organized and existing under the laws of the State of Missouri (the "Issuer").

RECITALS

1. This Tax Certificate is being executed and delivered in connection with the execution and deliver by the Issuer of a First Supplemental Lease Purchase Agreement dated as of February 1, 2013, between The Third National Bank of Sedalia, as lessor (the "Bank"), and the Issuer, as lessee (the "First Supplemental Lease"), which amends and supplements the Lease Purchase Agreement dated as of December 30, 2009, and pursuant to which the Bank will advance \$3,250,000 to or for the benefit of Issuer, to be used for the purposes described in this Tax Certificate and in the First Supplemental Lease.

2. The Internal Revenue Code of 1986, as amended (the "Code"), and the applicable Regulations and rulings issued by the U.S. Treasury Department (the "Regulations"), impose certain limitations on the uses and Investment of the proceeds of the First Supplemental Lease and of certain other money relating thereto, and set forth the conditions under which the interest portion of the 2013 Rental Payments (as defined in the First Supplemental Lease, and also called "Lease Obligations" herein) payable by the Issuer pursuant to the First Supplemental Lease will be excluded from gross income for federal income tax purposes.

3. The Issuer is executing this Tax Certificate in order to set forth certain facts, covenants, representations, and expectations relating to the use of Lease Obligation proceeds and the property financed or refinanced with those proceeds and the Investment of the Lease Obligation proceeds and of certain other related money, in order to establish and maintain the exclusion of the interest portion of the Lease Obligations from gross income for federal income tax purposes, and to provide guidance for complying with the arbitrage rebate provisions of Code § 148(f).

4. The Issuer adopted a Tax-Exempt Financing Compliance Policy and Procedure on January 17, 2012 (the "Tax Compliance Procedure") for the purpose of setting out general procedures for the Issuer to continuously monitor and comply with the federal income tax requirements set out in the Code and the Regulations.

5. This Tax Certificate is entered into as required by the Tax Compliance Procedure to set out specific tax compliance procedures applicable to the Lease Obligations.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, covenants and agreements set forth in this Tax Certificate, the Issuer represents, covenants and agrees as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. Except as otherwise provided in this Tax Certificate or unless the context otherwise requires, capitalized words and terms used in this Tax Certificate have the same meanings as set forth in the Lease, and certain other words and phrases have the meanings assigned in Code §§ 103, 141-150 and the Regulations. The following words and terms used in this Tax Certificate have the following meanings:

“Bank” means The Third National Bank of Sedalia, as lessor under the Lease.

“Board of Trustees” means the Board of Trustees of Bothwell Regional Health Center, a component unit of the Issuer.

“Bond Compliance Officer” means, with respect to the Lease Obligations, the President and Chief Executive Officer of the Board of Trustees.

“Code” means the Internal Revenue Code of 1986, as amended.

“Final Written Allocation” means the written allocation of expenditures of proceeds of the Original Obligations as set forth on **Exhibit B**.

“Financed Facility” or **“Financed Facilities”** means the portion or portions of the Project financed with the proceeds of the Original Obligations as described on **Exhibit B**.

“First Supplemental Lease” means the First Supplemental Lease Purchase Agreement dated as of February 1, 2013, between the Bank and the Issuer, which amends and supplements the Lease Purchase Agreement dated as of December 30, 2009.

“Gross Proceeds” means (a) sale proceeds (any amounts actually or constructively received by the Issuer from the sale of the Lease Obligations, including amounts used to pay underwriting discount or fees, but excluding pre-issuance accrued interest), (b) Investment proceeds (any amounts received from investing sale proceeds, other Investment proceeds or transferred proceeds), (c) any amounts held in a sinking fund for the Lease Obligations, (d) any amounts held in a pledged fund or reserve fund for the Lease Obligations, (e) any other replacement proceeds and (f) any transferred proceeds.

“Guaranteed Investment Contract” is any Investment with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, including any agreement to supply Investments on 2 or more future dates (*e.g.*, a forward supply contract).

“Investment” means any security, obligation, annuity contract or other investment-type property that is purchased directly with, or otherwise allocated to, Gross Proceeds. This term does not include a tax-exempt bond, except for “specified private activity bonds” as defined in Code § 57(a)(5)(C), but it does include the investment element of most interest rate caps.

“IRS” means the United States Internal Revenue Service.

“Issue Date” means February 27, 2013.

“Issuer” means City of Sedalia, Missouri, acting through the Board of Trustees of Bothwell Regional Health Center, and its successors and assigns, or any body, agency or instrumentality of the State of Missouri succeeding to or charged with the powers, duties and functions of the Issuer.

“Lease Obligations” means the rental payments, consisting of a principal portion and an interest portion, payable in accordance with the First Supplemental Lease, and defined therein as the “2013 Rental Payments”.

“Management Agreement” means a legal agreement defined in Regulations § 1.141-3(b) as a management, service, or incentive payment contract with an entity that provides services involving all or a portion of any function of a Financed Facility, such as a contract to manage the entire Financed Facility or a portion of the Financed Facility. Contracts for services that are solely incidental to the primary governmental function of the Financed Facility (for example, contracts for janitorial, office equipment repair, billing or similar services); however, are not treated as Management Agreements.

“Measurement Period” means, with respect to each item of property financed as part of the Financed Facilities with proceeds of the Original Obligations, the period beginning on the later of (i) the issue date of the Original Obligations or (ii) the date the property was placed in service, and ending on the earlier of (A) the final payment date of the Lease Obligations or (B) the end of the expected economic useful life of the property.

“Minor Portion” means the lesser of \$100,000 or 5% of the sale proceeds of the Lease Obligations.

“Net Proceeds” means when used in reference to the Lease Obligations, the sale proceeds (excluding pre-issuance accrued interest), less an allocable share of any proceeds deposited in a reasonably required reserve or replacement fund, plus an allocable share of all Investment earnings on such sale proceeds.

“Non-Qualified Use” means use of Lease Obligation proceeds or a Financed Facility in a trade or business carried on by any Non-Qualified User. The rules set out in Regulations § 1.141-3 determine whether Lease Obligation proceeds or a Financed Facility are “used” in a trade or business. Generally, ownership, a lease, or any other use that grants a Non-Qualified User a special legal right or entitlement with respect to a Financed Facility, will constitute use under Regulations § 1.141-3.

“Non-Qualified User” means any person or entity other than a Qualified User.

“Opinion of Special Tax Counsel” means the written opinion of Special Tax Counsel to the effect that the proposed action or the failure to act will not adversely affect the exclusion of the interest portion of the Lease Obligations from gross income for federal income tax purposes.

“Original Obligations” means the Issuer’s Hospital Revenue Bonds (Bothwell Regional Health Center), Series 1997, issued on July 25, 1997, which was the first issue of tax-exempt governmental bonds that financed or refinanced a portion of the Financed Facilities.

“Post-Issuance Tax Requirements” means those requirements related to the use of proceeds of the Lease Obligations, the use of the Financed Facilities and the investment of Gross Proceeds after the Issue Date of the Lease Obligations.

“Project” means all of the property acquired, developed, constructed, renovated, and equipped by the Issuer using proceeds of the Original Obligations and other money contributed by the Issuer, as described on **Exhibit B**.

“Proposed Regulations” means the proposed arbitrage regulations REG 106143-07 (published at 72 Fed. Reg. 54606 (Sept. 26, 2007)).

“Qualified Use Agreement” means any of the following:

(1) A lease or other short-term use by members of the general public who occupy a Financed Facility on a short-term basis as patients in the ordinary course of the Issuer’s governmental purposes.

(2) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of a Financed Facility for a period up to 200 days in length pursuant to an arrangement whereby (a) the use of the Financed Facility under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business and (b) the compensation for the use is determined based on generally applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed. Any Qualified User or Non-Qualified User using all or any portion of the Financed Facility under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(3) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of a Financed Facility for a period up to 100 days in length pursuant to arrangements whereby (a) the use of the property by the person would be general public use but for the fact that generally applicable and uniformly applied rates are not reasonably available to natural persons not engaged in a trade or business, (b) the compensation for the use under the arrangement is determined based on applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed, and (c) the Financed Facility was not constructed for a principal purpose of providing the property for use by that Qualified User or Non-Qualified User. Any Qualified User or Non-Qualified User using all or any portion of the Financed Facility under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(4) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of a Financed Facility for a period up to 50 days in length pursuant to a negotiated arm’s-length arrangement at fair market value so long as the Financed Facility was not constructed for a principal purpose of providing the property for use by that person.

“Qualified User” means a State, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

“Refunded Obligations” means \$4,460,000 outstanding principal amount of the Issuer’s Hospital Refunding Revenue Bonds (Bothwell Regional Health Center), Series 2004.

“Refunded Obligations Indenture” means the Indenture of Trust dated as of April 1, 2004, among, the Issuer, the Board of Trustees and UMB Bank, N.A., as trustee.

“Regulations” means all Regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to the Lease Obligations.

“Special Tax Counsel” means Gilmore & Bell, P.C., or other firm of nationally recognized bond counsel acceptable to the City.

“Tax Certificate” means this Federal Tax Certificate as it may from time to time be amended and supplemented in accordance with its terms.

“Tax Compliance Procedure” means the Issuer’s Tax-Exempt Financing Compliance Policy and Procedure, dated January 17, 2012.

“Tax-Exempt Bond File” means documents and records for the Lease Obligations, the Refunded Obligations and the Original Obligations maintained by the Bond Compliance Officer pursuant to the Tax Compliance Procedure and this Federal Tax Certificate.

“Transcript” means the Transcript of Proceedings relating to the authorization and issuance of the Lease Obligations.

“Yield” means Yield on the Lease Obligations, computed under Regulations § 1.148-4, and Yield on an Investment, computed under Regulations § 1.148-5.

ARTICLE II

GENERAL REPRESENTATIONS AND COVENANTS

Section 2.1. Representations and Covenants of the Issuer. The Issuer represents and covenants as follows:

(a) *Organization and Authority.* The Issuer (1) is a political subdivision organized and existing under the laws of the State of Missouri, and (2) has lawful power and authority to enter into the First Supplemental Lease for the purposes set forth therein, to enter into, execute and deliver the First Supplemental Lease and this Tax Certificate and to carry out its obligations under this Tax Certificate and under the Lease, and (3) by all necessary action has been duly authorized to execute and deliver the First Supplemental Lease and this Tax Certificate, acting by and through its duly authorized officials.

(b) *Tax-Exempt Status of Lease Obligations–General Covenant.* The Issuer (to the extent within its power or direction) will not use any money on deposit in any fund or account maintained in connection with the Lease Obligations, whether or not such money was derived from the proceeds of the sale of the Lease Obligations or from any other source, in a manner that would cause the Lease Obligations to be “arbitrage bonds,” within the meaning of Code § 148, and will not (to the extent within its power or direction) otherwise use or permit the use of any Lease Obligation proceeds or any other funds of the Issuer, directly or indirectly, in any manner, or take or permit to be taken any other action or actions, that would cause interest portion of the Lease Obligations to be included in gross income for federal income tax purposes.

(c) *Governmental Obligations–Use of Proceeds.* Throughout the Measurement Period, all of the Financed Facilities have been and are expected to be owned by the Issuer or another Qualified User.

Throughout the Measurement Period, no portion of any Financed Facility has been or is expected to be used in a Non-Qualified Use. Throughout the Measurement Period, the Issuer will not permit any Non-Qualified Use of a Financed Facility without first obtaining an Opinion of Special Tax Counsel.

(d) *Governmental Obligations—Private Security or Payment.* As of the Issue Date, the Issuer expects that none of the Lease Obligations will be, and the payment of principal of and interest on the Refunded Obligations has not been (under the terms of the Lease Obligations or any underlying arrangement) directly or indirectly:

(1) secured by (i) any interest in property used or to be used for a private business use, or (ii) any interest in payments in respect of such property; or

(2) derived from payments (whether or not such payments are made to the Issuer) in respect of property, or borrowed money, used or to be used for a private business use.

For purposes of the forgoing, taxes of general application, including payments in lieu of taxes, are not treated as private payments or as private security. The Issuer will not permit any private security or payment with respect to the Lease Obligations without first obtaining an Opinion of Special Tax Counsel.

(e) *No Private Loan.* Not more than 5% of the net proceeds of the Lease Obligations will be loaned directly or indirectly to any Non-Qualified User.

(f) *Management Agreements.* As of the Issue Date, the Issuer has no Management Agreements with Non-Qualified Users. During the Measurement Period the Issuer will not enter into or renew any Management Agreement with any Non-Qualified User without first obtaining an Opinion of Special Tax Counsel.

(g) *Leases.* As of the Issue Date, the Issuer has not entered into any leases of any portion of the Financed Facilities other than Qualified Use Agreements during the Measurement Period. During the Measurement Period the Issuer will not enter into or renew any lease or similar agreement or arrangement other than a Qualified Use Agreement without first obtaining an Opinion of Special Tax Counsel.

(h) *Limit on Maturity of Lease Obligations.* A list of the assets included in the Financed Facilities and a computation of the “average reasonably expected economic life” is attached to this Tax Certificate as **Exhibit B**. Based on this computation, the “average maturity” of the Lease Obligations as computed by Special Tax Counsel, does not exceed the average reasonably expected economic life of the Financed Facilities. The “average reasonably expected economic life” of the Financed Facilities was determined as follows: the average economic life of the Financed Facilities as of the issue date of the Original Obligations was first multiplied by 120%, then reduced by the number of years elapsed from the issue date of the Original Obligations to the Issue Date. The “average maturity” of the Lease Obligations, as computed by the Special Tax Counsel, does not exceed the average reasonably expected economic life of the Financed Facilities, as such terms are used in Code § 147(b).

(i) *Reimbursement of Expenditures.* Except as described in the Federal Tax Certificate for the Original Obligation, no portion of the Net Proceeds of the Original Obligations was used to reimburse an expenditure paid by the Issuer more than 60 days prior to the date of adoption of adopted a resolution declaring the intent of the Issuer to finance the Financed Facilities with tax-exempt bonds and to reimburse the Issuer for expenditures made for the Financed Facilities. The Issuer evidenced each allocation of the proceeds of the Original Obligations to an expenditure in writing.

(j) *Record Owner.* The Issuer will maintain or cause to be maintained a record of the persons and entities holding an interest as lessor under the First Supplemental Lease, and the persons and entities entitled to the receipt of the interest portion of the Lease Obligations.

(k) *Lease Obligations Not Federally Guaranteed.* The Issuer will not take any action or permit any action to be taken which would cause any Lease Obligation to be “federally guaranteed” within the meaning of Code § 149(b).

(l) *IRS Form 8038-G.* Special Tax Counsel will prepare Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) based on the representations and covenants of the Issuer contained in this Tax Certificate or otherwise provided by the Issuer. Special Tax Counsel will sign the return as a paid preparer following completion and will then deliver copies to the Issuer for execution and for the Issuer’s records. Issuer agrees to timely execute and return to Special Tax Counsel the execution copy of Form 8038-G for filing with the IRS. A copy of the “as-filed” copy along with proof of filing will be included as **Exhibit A**.

(m) *Hedge Lease Obligations.* At least 85% of the net sale proceeds (the sale proceeds of the Original Obligations less any sale proceeds invested in a reserve fund) of the Original Obligations were used to carry out the governmental purpose of the Original Obligations within 3 years after the issue date of the Original Obligations, and not more than 50% of the proceeds of the Original Obligations were invested in Investments having a substantially guaranteed Yield for 4 years or more.

(n) *Compliance with Future Tax Requirements.* The Issuer understands that the Code and the Regulations may impose new or different restrictions and requirements on the Issuer in the future. The Issuer will comply with such future restrictions that are necessary to maintain the exclusion of the interest portion of the Lease Obligations from gross income for federal income tax purposes.

(o) *Single Issue; No Other Issues.* The Lease Obligations constitute a single “issue” under Regulations § 1.150-1(c). No other debt obligations of the Issuer (1) are being sold within 15 days of the sale of the Lease Obligations, (2) are being sold under the same plan of financing as the Lease Obligations, and (3) are expected to be paid from substantially the same source of funds as the Lease Obligations (disregarding guarantees from unrelated parties, such as bond insurance).

(p) *Interest Rate Swap.* As of the Issue Date the Issuer has not entered into an interest rate swap agreement or any other similar arrangement designed to modify its interest rate risk with respect to the Lease Obligations or the Refunded Obligations. The Issuer will not enter into any such arrangement in the future without obtaining an Opinion of Special Tax Counsel.

(q) *Guaranteed Investment Contract.* As of the Issue Date, the Issuer does not expect to enter into a Guaranteed Investment Contract for any Gross Proceeds of the Lease Obligations.

(r) *Bank Qualified Tax-Exempt Obligation.* The Issuer designates the Lease Obligations as “qualified tax-exempt obligations” under Code § 265(b)(3), and with respect to this designation certifies as follows:

(1) the Issuer reasonably anticipates that the amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) that will be issued by or on behalf of the Issuer (and all subordinate entities of the Issuer) during the calendar year in which the Issue Date occurs, including the Lease Obligations, will not exceed \$10,000,000; and

(2) the Issuer (including all subordinate entities of the Issuer) will not issue tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) during the calendar year in which the Issue Date occurs, including the Lease Obligations, in an aggregate principal amount or aggregate issue price in excess of \$10,000,000, without first obtaining an Opinion of Special Tax Counsel that the designation of the Lease Obligations as “qualified tax-exempt obligations” will not be adversely affected.

Section 2.2. Survival of Representations and Covenants. All representations, covenants and certifications contained in this Tax Certificate or in any certificate or other instrument delivered by the Issuer under this Tax Certificate, will survive the execution and delivery of such documents and the issuance of the Lease Obligations, as representations of facts existing as of the date of execution and delivery of the instruments containing such representations. The foregoing covenants of this Section will remain in full force and effect notwithstanding the defeasance of the Lease Obligations.

ARTICLE III

ARBITRAGE CERTIFICATIONS AND COVENANTS

Section 3.1. General. The purpose of this Article III is to certify, under Regulations § 1.148-2(b), the Issuer’s expectations as to the sources, uses and Investment of Lease Obligation proceeds and other money, in order to support the Issuer’s conclusion that the Lease Obligations are not arbitrage bonds. The person executing this Tax Certificate on behalf of the Issuer is an officer of the Issuer responsible for issuing the Lease Obligations.

Section 3.2. Reasonable Expectations. The facts, estimates and expectations set forth in this Article III are based upon and in reliance upon the Issuer’s understanding of the documents and certificates that comprise the Transcript, and the representations, covenants and certifications of the parties contained therein. To the Issuer’s knowledge, the facts and estimates set forth in this Tax Certificate are accurate, and the expectations of the Issuer set forth in this Tax Certificate are reasonable. The Issuer has no knowledge that would cause it to believe that the representations, warranties and certifications described in this Tax Certificate are unreasonable or inaccurate or may not be relied upon.

Section 3.3. Purposes of the Financing. The Lease Obligations are being issued for the purpose of providing funds to refund the Refunded Obligations, and pay certain costs of issuing the Lease Obligations. The purpose of refunding the Refunded Obligations is to (a) achieve interest cost savings through early redemption of the Refunded Obligations, and (b) release the Issuer from certain burdensome covenants and restrictions imposed by the documents securing the Refunded Obligations.

Section 3.4. Funds and Accounts. No funds or accounts have been established under the Lease. Under the Refunded Obligations Indenture, there are the following funds and accounts:

Debt Service Fund
Debt Service Reserve Fund

Section 3.5. Amount and Use of Lease Obligation Proceeds and Other Money.

(a) *Amount of Lease Obligation Proceeds.* The total proceeds to be received by the Issuer from the sale of the Lease Obligations will be \$3,250,000.00.

(b) *Use of Lease Obligation Proceeds and Other Money.*

(1) \$3,222,695.00 of the Lease Obligation proceeds will be deposited in the Debt Service Fund for the Refunded Obligations, and used, together with \$1,237,305.00 on deposit in the Debt Service Reserve Fund held for the Refunded Obligations, to redeem the Refunded Obligations on March 1, 2013.

(2) \$27,305.00 of the Lease Obligation proceeds will be disbursed on the Issue Date to pay closing costs relating to the Lease Obligations.

Following the redemption of the Refunded Obligations, there will be no remaining amounts in funds or accounts established for the Refunded Obligations.

Section 3.6. Multipurpose Issue. Pursuant to Regulations § 1.148-9(h), the Issuer is applying the arbitrage rules to separate financing purposes of the issue that have the same initial temporary period as if they constitute a single issue for purposes of applying the arbitrage rules.

Section 3.7. No Advance Refunding. No proceeds of the Lease Obligations will be used more than 90 days following the Issue Date to pay principal or interest on any other debt obligation.

Section 3.8. Current Refunding.

(a) *Proceeds Used For Current Refunding.* Proceeds of the Lease Obligations will be used to pay principal and interest on the Refunded Obligations. All such proceeds shall be spent not later than 90 days after the Issue Date.

(b) *Transferred Proceeds.* As of the Issue Date the following unspent proceeds of the Refunded Obligations remain: approximately \$1,237,305.00 in the Debt Service Reserve Fund for the Refunded Obligations. Such amount will be applied to redeem the Refunded Obligations on March 1, 2013.

Section 3.9. Project Completion. The Financed Facilities have previously been completed.

Section 3.10. Sinking Funds. The Issuer is required to make periodic payments in amounts sufficient to pay the principal of and interest portion of the Lease Obligations. No sinking fund or other similar fund that is expected to be used to pay principal of or interest portion of the Lease Obligations has been established or is expected to be established.

Section 3.11. Reserve, Replacement and Pledged Funds.

(a) *Reserve Fund.* No reserve or replacement fund has been established for the Lease Obligations.

(b) *No Other Replacement or Pledged Funds.* None of the Lease Obligation proceeds will be used as a substitute for other funds that were intended or earmarked to pay costs of the Financed Facilities or refund the Refunded Obligations, and that instead has been or will be used to acquire higher Yielding Investments. There are no other funds pledged or committed in a manner that provides a reasonable

assurance that such funds would be available for payment of the principal of or interest portion of the Lease Obligations if the Issuer encounters financial difficulty.

Section 3.12. Purpose Investment Yield. The proceeds of the Lease Obligations will not be used to purchase an Investment for the purpose of carrying out the governmental purpose of the financing.

Section 3.13. Offering Prices and Yield on Lease Obligations.

- (a) *Purchase Price* In the Bank's Closing Certificate, the Bank has certified that it has entered into the First Supplemental Lease as principal for its own account and has not acted as agent for any person or entity. As of the date hereof, the Bank has not sold and has no present intention to sell its interest in the First Supplemental Lease to any person. The aggregate initial "purchase price" of the Lease is \$3,250,000.00.
- (b) *Lease Yield.* Because the Lease bears interest at variable rates, the Yield on the Lease Obligation cannot be computed at this time. The City has not entered into an interest rate swap agreement with respect to any portion of the proceeds of the Lease Obligation.

Section 3.14. Miscellaneous Arbitrage Matters.

(a) *No Abusive Arbitrage Device.* The Lease Obligations are not and will not be part of a transaction or series of transactions that has the effect of (1) enabling the Issuer to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (2) overburdening the tax-exempt bond market.

(b) *No Over-Issuance.* The sale proceeds of the Lease Obligations, together with expected Investment earnings thereon and other money contributed by the Issuer, do not exceed the cost of the governmental purpose of the Lease Obligations as described above.

Section 3.15. Conclusion. On the basis of the facts, estimates and circumstances set forth in this Tax Certificate, the Issuer does not expect that the Lease Obligation proceeds will be used in a manner that would cause any Lease Obligation to be an "arbitrage bond" within the meaning of Code § 148 and the Regulations.

ARTICLE IV

POST-ISSUANCE TAX REQUIREMENTS, POLICIES AND PROCEDURES

Section 4.1. General.

(a) *Purpose of Article.* The purpose of this Article is to supplement the Tax Compliance Procedure and to set out specific policies and procedures governing compliance with the federal income tax requirements that apply after the Lease Obligations are issued. The Issuer recognizes that interest portion of the Lease Obligations will remain excludable from gross income only if Post-Issuance Tax Requirements are followed after the Issue Date. The Issuer further acknowledges that written evidence substantiating Post-Issuance Tax Requirements must be retained in order to permit the Lease Obligations to be refinanced with tax-exempt obligations and substantiate the position that interest portion of the

Lease Obligations is exempt from gross income in the event of an audit of the Lease Obligations by the IRS.

(b) *Written Policies and Procedures of the Issuer.* The Issuer intends for the Tax Compliance Procedure, as supplemented by this Tax Certificate, to be its primary written policies and procedures for monitoring compliance with the Post-Issuance Tax Requirements for the Lease Obligations and to supplement any other formal policies and procedures related to tax compliance that the Issuer has established. The provisions of this Tax Certificate are intended to be consistent with the Tax Compliance Procedure. In the event of any inconsistency between the Tax Compliance Procedure and this Tax Certificate, the terms of this Tax Certificate will govern.

(c) *Bond Compliance Officer.* The Issuer when necessary to fulfill its Post-Issuance Tax Requirements will, through its Bond Compliance Officer, sign Form 8038-T in connection with the payment of arbitrage rebate or yield reduction payments, participate in any federal income tax audit of the Lease Obligations or related proceedings under a voluntary compliance agreement procedures (VCAP) or undertake a remedial action procedure pursuant to Regulations §§ 1.141-12 and 1.145-2.

Section 4.2. Record Keeping; Use of Lease Obligation Proceeds and Use of Financed Facilities.

(a) *Record Keeping.* The Bond Compliance Officer will maintain the Tax-Exempt Bond File for the Lease Obligations in accordance with the Tax Compliance Procedure. Unless otherwise specifically instructed in a written Opinion of Special Tax Counsel or to the extent otherwise provided in this Tax Certificate, the Bond Compliance Officer shall retain records related to Post-Issuance Tax Requirements until 3 years following the final payment of (i) the Lease Obligations or (ii) any obligation issued to refund the Lease Obligations. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (1) ensure an accurate and complete transfer of the hardcopy records which indexes, stores, preserves, retrieves and reproduces the electronic records, (2) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (3) exhibit a high degree of legibility and readability both electronically and in hardcopy, (4) provide support for other books and records of the Issuer and (5) not be subject to any agreement that would limit the ability of the IRS to access and use the electronic storage system on the Issuer's premises.

(b) *Accounting and Allocation of Lease Obligation Proceeds to Expenditures.* Proceeds of the Lease Obligations and other money will be used as described in Sections 3.5 and 3.8. The Bond Compliance Officer will maintain accounting records showing the investment and expenditure of this money as part of the Tax-Exempt Bond File. The Bond Compliance Officer has prepared written substantiation records of the allocation of proceeds the Original Obligations to the Financed Facilities through requisitions from the project fund established under the ordinance or indenture pursuant to which the Original Obligations were issued. This allocation is summarized on **Exhibit B** and is intended to constitute the Final Written Allocation for the Original Obligations.

(c) *Annual Compliance Checklist.* Attached as **Exhibit C** is a sample annual compliance checklist for the Lease Obligations. The Bond Compliance Officer will prepare and complete an annual compliance checklist for the Financed Facilities at least annually in accordance with the Tax Compliance Procedure. In the event the annual compliance checklist identifies a deficiency in compliance with the requirements of this Tax Certificate, the Bond Compliance Officer will take the actions identified in an Opinion of Special Tax Counsel or the Tax Compliance Procedure to correct any deficiency.

(d) *Opinions of Special Tax Counsel.* If any Opinion of Special Tax Counsel is required by this Tax Certificate or the annual compliance checklist, the Bond Compliance Officer will notify the Issuer's governing body of the requirement and will take all reasonable steps to ensure that an Opinion of Special Tax Counsel is obtained.

Section 4.3. Rebate Covenant. The Issuer will comply with all arbitrage rebate requirements that are, or may become, applicable to the Lease Obligations, in accordance with Code §148(f) and the Regulations. As of the Issue Date, there are no Gross Proceeds subject to rebate. The City will contact Special Tax Counsel should Gross Proceeds arise that are subject to rebate.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.1. Term of Tax Certificate. This Tax Certificate will be effective as of the Issue Date, and will continue in force and effect until the principal of, redemption premium, if any, and interest on all Lease Obligations have been fully paid and all such Lease Obligations are cancelled; provided that, the provisions of Article IV of this Tax Certificate regarding payment of arbitrage rebate and all related penalties and interest will remain in effect until all such amounts are paid to the United States and the provisions of Section 4.2 relating to record keeping shall continue in force for the period described therein for records to be retained.

Section 5.2. Amendments. This Tax Certificate may be amended from time to time by the parties to this Tax Certificate without notice to or the consent of any of the Lease Obligation owners, but only if such amendment is in writing and is accompanied by an Opinion of Special Tax Counsel to the effect that, under then existing law, assuming compliance with this Tax Certificate as so amended such amendment will not cause interest on any Lease Obligation to be included in gross income for federal income tax purposes. No such amendment will become effective until the Issuer receives this Opinion of Special Tax Counsel.

Section 5.3. Opinion of Special Tax Counsel. The Issuer may deviate from the provisions of this Tax Certificate if furnished with an Opinion of Special Tax Counsel to the effect that the proposed deviation will not adversely affect the exclusion of interest portion of the Lease Obligations from gross income for federal income tax purposes. The Issuer will comply with any further or different instructions provided in an Opinion of Special Tax Counsel to the effect that the further or different instructions need to be complied with in order to maintain the validity of the Lease Obligations or the exclusion from gross income of interest portion of the Lease Obligations.

Section 5.4. Reliance. The Issuer understands that its covenants, representations and certifications made herein will be relied upon by the law firm of Gilmore & Bell, P.C., in rendering its opinion as to the validity of the Lease Obligations and the exclusion from federal gross income of the interest portion of the Lease Obligations.

Section 5.5. Severability. If any provision in this Tax Certificate or in the Lease Obligations is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

Section 5.6. Benefit of Agreement. This Tax Certificate is binding upon the Issuer its respective successors and assigns, and inures to the benefit of the Bank and its successors and assigns. Nothing in this Tax Certificate or in the Lease, express or implied, gives to any person, other than the Bank and its successors and assigns, any benefit or any legal or equitable right, remedy or claim under this Tax Certificate.

Section 5.7. Default, Breach and Enforcement. Any misrepresentation of a party contained herein or any breach of a covenant or agreement contained in this Tax Certificate may be pursued by the Bank, and its successors and assigns, pursuant to the terms of the Lease, which incorporates this Tax Certificate by reference.

Section 5.8. Execution in Counterparts. This Tax Certificate may be executed in any number of counterparts, each of which so executed will be deemed to be an original, but all such counterparts will together constitute the same instrument.

Section 5.9. Governing Law. This Tax Certificate will be governed by and construed in accordance with the laws of the State of Missouri.

Section 5.10. Electronic Transactions. The transaction described in this Tax Certificate may be conducted, and related documents may be stored, by electronic means.

THE UNDERSIGNED officer of Bothwell Regional Health Center, by the execution of this Tax Certificate hereby makes the foregoing certifications, representations, and agreements contained in this Tax Certificate on behalf of the Issuer, as of the Issue Date.

**CITY OF SEDALIA, MISSOURI ACTING
THROUGH THE BOARD OF TRUSTEES OF
BOTHWELL REGIONAL HEALTH CENTER, A
COMPONENT UNIT OF THE CITY,**

By: _____
Title: President and Chief Executive Officer
Bothwell Regional Health Center

**EXHIBIT A
TO TAX COMPLIANCE AGREEMENT**

IRS FORM 8038-G

ATTACHMENT TO IRS FORM 8038-G:

City of Sedalia, Missouri

First Supplemental Lease Purchase Agreement

Dated as of February 27, 2013

PART II: Type of Issue

Line 11-18 Users of Lease Proceeds:

Form 8038-G Line Number	User Name	Employer Identification Number
12	Bothwell Regional Health Center, a component unit of the City of Sedalia, Missouri	44-0552490

EXHIBIT B

**DESCRIPTION OF PROPERTY COMPRISING THE FINANCED FACILITIES
AND FINAL WRITTEN ALLOCATION FOR THE ORIGINAL OBLIGATIONS**

[To be attached]

EXHIBIT C

**SAMPLE
ANNUAL COMPLIANCE CHECKLIST**

Name of tax-exempt bonds (“Lease Obligations”) financing Financed Asset:	First Supplemental Lease Purchase Agreement, between The Third National Bank of Sedalia and the City of Sedalia, Missouri, acting through the Board of Trustees of Bothwell Regional Health Center -- refunded Hospital Refunding Revenue Lease Obligations (Bothwell Regional Health Center), Series 2004
Issue Date of Lease Obligations:	February 27, 2013
Financed Facilities:	(1) New construction of two-level building to provide a new main entrance to the Health Center and to house a portion of the Health Center’s outpatient services. (2) New construction of three-level building to contain physical therapy, central services, surgical and rehabilitation facilities. (3) New construction of a two-level building to contain cancer treatment and radiology services.
Placed in service date(s) of Financed Facilities:	_____
Name of Bond Compliance Officer:	_____
Period covered by request (“Annual Period”):	_____

Item	Question	Response
1 Ownership	Were all Financed Facilities owned by the Issuer during the entire Annual Period?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was “No,” was an Opinion of Special Tax Counsel obtained prior to the transfer?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If Yes, include a copy of the Opinion in the Tax-Exempt Bond File.	
	If No, contact Special Tax Counsel and include description of resolution in the Tax-Exempt Bond File.	

Item	Question	Response
2 Leases & Other Rights to Possession	During the Annual Period, was any part of a Financed Facility leased at any time pursuant to a lease or similar agreement for more than 50 days?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was "Yes," was an Opinion of Special Tax Counsel obtained prior to entering into the lease or other arrangement? If Yes, include a copy of the Opinion in the Tax-Exempt Bond File. If No, contact Special Tax Counsel and include description of resolution in the Tax-Exempt Bond File.	<input type="checkbox"/> Yes <input type="checkbox"/> No
3 Management or Service Agreements	During the Annual Period, has the management of all or any part of the operations of a Financed Facility (e.g., cafeteria, gift shop, etc.) been assumed by or transferred to another entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was "Yes," was an Opinion of Special Tax Counsel obtained prior to entering into the management agreement? If Yes, include a copy of the Opinion in the Tax-Exempt Bond File. If No, contact Special Tax Counsel and include description of resolution in the Tax-Exempt Bond File.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4 Other Use	Was any other agreement entered into with an individual or entity that grants special legal rights to a Financed Facility?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was "Yes," was an Opinion of Special Tax Counsel obtained prior to entering into the agreement? If Yes, include a copy of the Opinion in the Tax-Exempt Bond File. If No, contact Special Tax Counsel and include description of resolution in the Tax-Exempt Bond File.	<input type="checkbox"/> Yes <input type="checkbox"/> No

Signature of Bond Compliance Officer: _____

Date Completed: _____

**City of Sedalia
Department Bills 1-22-2013**

Vendor Name	Invoice Number	Amount
Al Scheppers Motor Co Inc	98397	\$ 15,433.06
Al Scheppers Motor Co Inc	98989	\$ 1,430.93
Alliance Water Resources Inc	5495	\$ 21,892.25
Al's Portable Welding	3036	\$ 910.00
American Auto Supply Inc	186627	\$ 55.00
Apac-Missouri Inc	197041	\$ (80.26)
Apac-Missouri Inc	9000177611	\$ 859.25
Apco International Inc.	91155	\$ 69.00
Ascent Aviation Group, Inc.	M094103	\$ 16.77
Ascent Aviation Group, Inc.	M094142	\$ 59.61
AT & T	0113	\$ 4,986.70
Auto Glass Express	74317	\$ 95.00
Benitz Service Co	035623	\$ 288.05
Bichsel Jewelry	001-111167	\$ 320.00
Bmi General Licensing	23105139	\$ 327.00
Bound Tree Medical Llc	80967660	\$ 188.18
Bound Tree Medical Llc	80970373	\$ 279.27
Brownfield Oil Co Inc	97113	\$ 22,305.64
Bryant Motor Co Inc.	4169	\$ 1,000.00
Burnup Equipment Company Inc	13681	\$ 63.89
Central Communications Inc	378301	\$ 1,980.00
Central Mo City Clerks & Finance Officers Assoc	0113	\$ 15.00
Champion Brands LLC	435009	\$ 574.40
Champion Brands LLC	435010	\$ 125.24
Champion Brands LLC	435528	\$ 530.40
Champion Brands LLC	73083	\$ (40.00)
Cintas Corp #379	379794755	\$ 561.94
Cintas Corp #379	379795905	\$ 586.93
City Safe & Lock Service	062564	\$ 3.50
City Safe & Lock Service	071680	\$ 186.70
Consolidated Electrical Distributors Inc.	8075-488181	\$ 34.90
Cooperative Workshops Inc	43053	\$ 5,000.00
Crescent Electric Supply Co	3476280-00	\$ 134.76
Crow-Burlingame Co	00720040617	\$ 16.98
Crow-Burlingame Co	00720040839	\$ 59.68
Crow-Burlingame Co		\$ 59.53
Crow-Burlingame Co	00720039674	\$ 30.99
Crow-Burlingame Co	00720039719	\$ 42.06
Crow-Burlingame Co	00720039720	\$ (59.00)
Crow-Burlingame Co	00720039739	\$ 28.48

Crow-Burlingame Co	00720039740	\$	133.00
Crow-Burlingame Co	00720039741	\$	(133.00)
Crow-Burlingame Co	00720039762	\$	58.39
Crow-Burlingame Co	00720039784	\$	72.00
Crow-Burlingame Co	00720039799	\$	121.95
Crow-Burlingame Co	00720039945	\$	26.54
Crow-Burlingame Co	00720039946	\$	4.39
Crow-Burlingame Co	00720039947	\$	31.95
Crow-Burlingame Co	00720039948	\$	7.15
Crow-Burlingame Co	00720039969	\$	17.00
Crow-Burlingame Co	00720039985	\$	9.98
Crow-Burlingame Co	00720040108	\$	19.01
Crow-Burlingame Co	00720040120	\$	8.12
Crow-Burlingame Co	00720040151	\$	3.90
Crow-Burlingame Co	00720040164	\$	22.78
Crow-Burlingame Co	00720040180	\$	4.06
Crow-Burlingame Co	00720040247	\$	6.89
Crow-Burlingame Co	00720040269	\$	20.50
Crow-Burlingame Co	00720040283	\$	21.99
Crow-Burlingame Co	00720040422	\$	4.39
Crow-Burlingame Co	00720040425	\$	8.46
Crow-Burlingame Co	00720040490	\$	12.49
Crow-Burlingame Co	00720040522	\$	31.95
Crow-Burlingame Co	00720040530	\$	8.25
Crow-Burlingame Co	00720040568	\$	19.19
Crow-Burlingame Co	00720040609	\$	4.39
Crow-Burlingame Co	00720040618	\$	121.33
Crow-Burlingame Co	00720040619	\$	3.09
Crow-Burlingame Co	00720040665	\$	13.34
Crow-Burlingame Co	00720040670	\$	(10.00)
Crow-Burlingame Co	00720040679	\$	107.99
Crow-Burlingame Co	00720040715	\$	4.00
Crow-Burlingame Co	00720040773	\$	39.08
Crow-Burlingame Co	00720040779	\$	7.99
Crow-Burlingame Co	00720040819	\$	23.98
Crow-Burlingame Co	00720040833	\$	11.40
Crow-Burlingame Co	00720040872	\$	107.99
Crow-Burlingame Co	00720040874	\$	4.06
Crow-Burlingame Co	00720040915	\$	100.00
Crow-Burlingame Co	00720040962	\$	85.00
Crow-Burlingame Co	00720040966	\$	4.06
Crow-Burlingame Co	0072039709	\$	59.00
Custom Communications	130105	\$	99.95
D C Battery Inc	066182	\$	196.00

D C Battery Inc	066211	\$	96.00
Dugan's Paint And Floorcovering	S0197159	\$	39.99
Dugan's Paint And Floorcovering	S0197219	\$	47.99
Empire District	0113-13	\$	922.63
Empire District	0113-17A	\$	268.78
Empire District	0113-19A	\$	188.95
Empire District	0113-19B	\$	100.54
Empire District	0113-61	\$	1,507.74
Empire District	0113-61A	\$	556.53
Empire District	0113-61B	\$	25.86
Empire District	0113-61L	\$	26.72
Empire District	0113-61N	\$	99.68
Employee Screening Service Llc	153971	\$	37.00
Engineering Surveys & Services	ESS050257	\$	46.00
Engineering Surveys & Services	ESS050258	\$	21.00
Engineering Surveys & Services	ESS050259	\$	21.00
Engineering Surveys & Services	ESS050414	\$	46.00
Engineering Surveys & Services	ESS050415	\$	89.00
Environmental Resource Assoc.	672282	\$	523.72
Fischer Concrete Service Inc	5931	\$	253.46
Foley Industries	0485384	\$	753.84
Foley Industries	1207006	\$	187.61
Foley Industries	1207008	\$	51.43
Foley Industries	1208375	\$	69.31
Forklifts Of Central Missouri Inc	S0010732	\$	240.05
Garon Marketing	MG101	\$	9,700.50
GE Money Bank	004904	\$	150.78
GE Money Bank	006272	\$	7.60
GE Money Bank	006730	\$	18.99
GE Money Bank	008003	\$	33.99
Hach Company	8095547	\$	372.93
Hillyard - Columbia	600522741	\$	186.33
Hillyard - Columbia	600531623	\$	205.32
Hillyard - Columbia	600520356	\$	29.42
Hillyard - Columbia	600524655	\$	78.00
IBT Inc.	5968465	\$	132.87
IBT Inc.	5972303	\$	41.24
Independent Salt Company	0093112	\$	6,092.85
Insurance & Benefits Group Llc	47248	\$	6,276.00
Insurance & Benefits Group Llc	47409	\$	3,763.99
Interstate Batteries	011860	\$	51.76
Interstate Products Inc	7747	\$	157.23
JCI Industries Inc	8062723	\$	3,796.61
Jim's Tire Service Inc	1-70927	\$	3,220.64

KCP&L	0113-11	\$	23.12
KCP&L	0113-11A	\$	27.10
KCP&L	0113-11B	\$	614.80
KCP&L	0113-11C	\$	148.81
KCP&L	0113-11D	\$	27.97
KCP&L	0113-11E	\$	21.07
KCP&L	0113-11F	\$	17.19
KCP&L	0113-13	\$	386.56
KCP&L	0113-17A	\$	247.07
KCP&L	0113-19A	\$	98.85
KCP&L	0113-61	\$	2,781.43
KCP&L	0113-61A	\$	6,916.26
KCP&L	0113-61B	\$	427.43
KCP&L	0113-61D	\$	30.45
KCP&L	0113-61G	\$	73.12
KCP&L	0113-61I	\$	17.61
KCP&L	0113-61N	\$	214.30
Key Hydraulics	12-26284	\$	163.68
Key Hydraulics	12-26304	\$	57.86
Key Hydraulics	13-26377	\$	10.48
Key Hydraulics	13-26425	\$	342.28
Language Line Services	3086421	\$	25.29
Leon Uniform Co Inc	283674	\$	102.00
Lochner	007040001-18	\$	14,645.89
LTL Corporation	1243	\$	64.65
Mailfinance	H3707329	\$	360.00
Main Street Logo	211029	\$	445.00
Mastercard Bankcard Center	0113-Edwards	\$	8.90
Mastercard Bankcard Center	0113-Evans	\$	51.97
Mastercard Bankcard Center	0113-Horn	\$	10.07
Mastercard Bankcard Center	0113-Richardson	\$	89.99
Mastercard Bankcard Center	0113-Simmons	\$	14.07
Mastercard Bankcard Center	0113-Woolery	\$	553.19
Mastercard Bankcard Center	0113-Beck	\$	97.80
Mefford Vuagnaiux & Associates	0113	\$	240.00
Menards - Sedalia	11667	\$	32.98
MFA Agri Services-Sedalia	6355	\$	300.00
MFA Oil & Propane	93913644	\$	321.98
Michael Todd & Co Inc	135665	\$	805.00
Micronex Inc.	3919	\$	4,107.68
Midland Printing Company	76037	\$	432.30
Mid-States Organized Crime Info. Cntr.	053089-19130	\$	200.00
Midwest Computech-Sedalia	60567	\$	3,261.80
Midwest Laboratories Inc	671325	\$	296.68

Miller's Custom Building	258	\$	29,300.00
Miller's Custom Building	262	\$	5,450.00
Missouri Department Of Revenue	0113	\$	1,586.30
Missouri Municipal League	200002136	\$	390.00
Missouri Municipal League	200002173	\$	72.00
Missouri Municipal League	300000287	\$	2,306.77
Missouri Public Utility Alliance	2057	\$	6,937.00
Mitchell1	IB15130529	\$	191.44
Mo Dept Of Natural Resources	34601305863	\$	60.00
Navistar Inc	130015-650	\$	123,313.00
Netmotion Wireless Inc	10016113	\$	1,843.75
O'Reilly Automotive Inc.	0114-143004	\$	21.47
O'Reilly Automotive Inc.	0114-144662	\$	7.56
O'Reilly Automotive Inc.	0114-145806	\$	5.99
O'Reilly Automotive Inc.	0114-146969	\$	4.99
Pettis County Health Center	0113	\$	390.00
Pettis County Health Center	0113A	\$	1,775.00
Pettis County Recorder of Deeds	0113	\$	30.00
Pettis County Title Co.	PSR12-184	\$	75.00
Pettis County Title Co.	PSR12-185	\$	75.00
Phillips Auto Electric Inc	0113	\$	135.50
Pioneer Trails Regional Planning Comm.	596	\$	3,000.00
Poort Excavating Llc	5	\$	340.00
Printlynx	98376	\$	18.00
Printlynx	98434	\$	18.00
Printlynx	98802	\$	44.00
Quality Body Shop	11212	\$	3,089.61
Quicksilver Water	684601	\$	7.00
Quicksilver Water	685373	\$	20.25
Quill Corporation	8509962	\$	90.26
Rac-Jac Properties	0113	\$	224.54
Reynaldo Talavera-Carlos	0113	\$	30.00
Rick Ball Ford - Sedalia	129637	\$	121.82
Rick Ball Ford - Sedalia	129662	\$	313.26
Rick Ball Ford - Sedalia	129663	\$	313.26
Rick Ball Ford - Sedalia	60392	\$	60.00
Rick Ball Ford - Sedalia	60558	\$	253.78
Ricoh USA Inc	1037528633	\$	588.00
Ricoh USA Inc	1037531563	\$	57.89
Ricoh USA Inc	1037556854	\$	13.00
Ricoh USA Inc	5024596569	\$	50.61
Sedalia Democrat	65116	\$	7.80
Sedalia Democrat	88861	\$	80.82
Sedalia Democrat	88927	\$	695.14

Sedalia Democrat	89306	\$	316.22
Sedalia Democrat	89308	\$	265.99
Sedalia Democrat	89545	\$	53.63
Sedalia Electric Motors Inc	6259	\$	150.00
Sedalia Electric Motors Inc	6260	\$	550.00
Sedalia Heating & Air	6978	\$	104.20
Sedalia Retail Llc	0113	\$	10,770.15
SMC Electric Supply	60176610-00	\$	22.40
Smith Paper & Janitor Supply	548202	\$	156.41
Smith Paper & Janitor Supply	548507	\$	84.30
Smith Paper & Janitor Supply	548254	\$	159.59
Smith Paper & Janitor Supply	548569	\$	44.96
Smith Signs	7135	\$	20.00
Smith Signs	7140	\$	30.00
Smith Signs	7141	\$	90.00
Snap-On Industrial	18748991	\$	390.89
Sonequity Pest Management	102248	\$	44.00
Sonequity Pest Management	102260	\$	42.00
Sonequity Pest Management	102261	\$	38.00
Sonequity Pest Management	102451	\$	50.00
Sonequity Pest Management	95527	\$	136.00
Sonequity Pest Management	102309	\$	67.00
Sonequity Pest Management	102420	\$	67.00
Staples Business Advantage	3187848412	\$	253.86
Staples Business Advantage	3188239319	\$	93.77
Staples Business Advantage	3188641932	\$	285.41
Staples Business Advantage	3188918387	\$	60.28
Staples Business Advantage	3188918388	\$	157.49
Staples Business Advantage	3188918389	\$	9.79
Staples Business Advantage	3188918390	\$	299.97
Staples Business Advantage	3188918391	\$	5.49
Staples Business Advantage	3189699086	\$	175.86
Staples Business Advantage	3189699087	\$	25.98
Staples Business Advantage	3187848413	\$	87.90
Starke's Portable Saw Mill Llc	0113	\$	237.00
Stephen Galliher	0113	\$	48.10
Stoptech Ltd	000012	\$	290.45
Superior Signals Inc	316248	\$	157.15
Tallman Company	1214909	\$	294.83
Tallman Company	1215200	\$	288.08
Taser International	1303312	\$	571.55
The Gehm Corporation	2675	\$	835.00
The J.P. Cooke Co.	216633	\$	110.49
The Police And Sheriffs Press	42401	\$	22.45

The Sedalia Area Chamber Of Commerce	101	\$	16.00
The Ups Store	3778	\$	11.65
The Ups Store	3987	\$	14.74
The Ups Store	5501	\$	25.89
Thyssenkrupp Elevator Corp	3000342761	\$	1,002.41
Tim's Tree Service Llc	3009	\$	750.00
Tim's Tree Service Llc	3010	\$	700.00
Tire Centers Llc	6500124280	\$	400.00
Tire Centers Llc	6500124672	\$	420.70
Tractor Supply Credit Plan	75975	\$	76.96
Trane Us Inc	31482351	\$	4,097.74
Trans-Central Suppliers Inc	0215035	\$	880.00
Trans-Central Suppliers Inc	0215065	\$	96.88
Trans-Central Suppliers Inc	0215066	\$	60.00
Trans-Central Suppliers Inc	0215321	\$	204.78
Trans-Central Suppliers Inc	0215357	\$	207.26
Trans-Central Suppliers Inc	0215358	\$	7.38
Trans-Central Suppliers Inc	0215359	\$	16.00
Usa Bluebook	850239	\$	353.95
Usa Bluebook	850780	\$	213.86
Viking-Cives Midwest Inc	61265	\$	332.00
Vital Support Systems	61848	\$	54,137.84
Vital Support Systems	61969	\$	42,683.00
W & M Welding Inc	36535	\$	3,100.00
W & M Welding Inc	36573	\$	1,350.00
W & M Welding Inc	36632	\$	12.33
Warehouse Tire And Muffler	140532	\$	1,075.40
Warehouse Tire And Muffler	140533	\$	297.70
WCA Waste Systems Inc.	6541	\$	25,027.25
WEF Membership	0113	\$	62.00
WEF Membership	0113A	\$	62.00
West Group	826373775	\$	312.39
Westlakes Hardware	1291917	\$	19.81
Westlakes Hardware	1291944	\$	43.98
Westlakes Hardware	1291945	\$	7.98
Westlakes Hardware	1291992	\$	21.90
Westlakes Hardware	1292008	\$	20.30
Westlakes Hardware	1292042	\$	17.85
Westlakes Hardware	1292049	\$	9.95
Westlakes Hardware	1292069	\$	37.97
Westlakes Hardware	1292072	\$	22.81
Westlakes Hardware	1292112	\$	15.19
Westlakes Hardware	1292209	\$	49.99
Westlakes Hardware	1292234	\$	29.48

Westlakes Hardware	1292242	\$	1.67
Westlakes Hardware	1292290	\$	7.96
Westlakes Hardware	1292389	\$	21.27
Westlakes Hardware	12924119	\$	3.98
Westlakes Hardware	1292420	\$	13.08
Westlakes Hardware	1292478	\$	10.49
Westlakes Hardware	1292530	\$	51.94
Westlakes Hardware	1292538	\$	9.99
Total Bills To Be Paid		\$	<u>501,345.52</u>