



PRE-COUNCIL MEETING

Council Chambers

Municipal Building
Monday, June 17, 2013
6:00 p.m.

MAYOR: MARY ELAINE HORN

MAYOR PRO-TEM: BOB CROSS

Committee Meetings – 6:00 p.m.

| | |
|---|---|
| PUBLIC SAFETY COMMITTEE Police and Fire | Stephen Galliher, Chair Rebecca LaStrada, Vice Chair |
| <ol style="list-style-type: none"> 1. Review Resolution authorizing the Sedalia Police Department to act as an agent for the City of Sedalia in the application process for the 2013 Edward Byrne Memorial Justice Assistance Local Grant (JAG) from the U.S. Bureau of Justice as well as authorizing an agreement between the City of Sedalia, Missouri and the County of Pettis, Missouri for distribution and use of any awarded funds. 2. Review purchase of mobile radio upgrades for the Sedalia Police Department per Missouri State Contract and purchased through Motorola Solutions (Purchase covered through grant that will be Reimbursed to the Police Department when upgrades are completed. Grant is for amount of \$25,200.00). | |

| | |
|--|--|
| PUBLIC WORKS COMMITTEE Public Works, Water Pollution Control, Community Development, Water, Parks, Airport, Cemeteries and Community Center | Tolbert Rowe, Chair Wanda Monsees, Vice Chair |
| <ol style="list-style-type: none"> 1. Review Ordinance approving the final plat for Menards Plaza Plat 2, an addition to the City of Sedalia, Missouri, and being a re-plat of Lots 7 through 10 of Menards Plaza, and dedicating public utility and roadway easements as shown on said plat to public use. 2. Review Bids for Root Control Project and Review Ordinance approving and accepting an agreement by and between the City of Sedalia, Missouri and Duke’s Root Control, Inc. for the chemical root control of the City of Sedalia, Missouri sanitary sewer collection system. 3. Review Bids for Mill & Overlay of various City Streets and Review Ordinance approving and accepting an agreement by and between the City of Sedalia, Missouri and APAC-Missouri for the Mill & Overlay of various City Streets. 4. Review quote for sole source purchase of modified aggregate quick set street treatment. 5. Review Bids for Yard Waste Grinding #4 Project and Review Ordinance approving and accepting an agreement by and between the City of Sedalia, Missouri and Braik Brothers Tree Care and Green Waste Recycling, LLC for Yard Waste Grinding #4 Project. 6. Review Ordinance repealing Ordinance #9676 and #9677 by removing “15 minute” parking restrictions in front of 122 South Ohio Avenue and at the Northwest corner of Second Street and South Ohio Avenue in the City of Sedalia, Missouri. | |

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

FINANCE/ADMINISTRATION COMMITTEE
Administrative, Library and Hospital

Jo Lynn Turley, Chair
Wiley Walter, Vice Chair

1. Review Staff Recommendation for a 2 year extension of the Depository of City Funds with Third National Bank (Original bid for the Depository of City Funds to Third National Bank was awarded on June 21, 2010 for a 3 year term with option of an additional 2 year extension).
2. Review Ordinance adding Article V, Sections 12-401 to 12-418, to Chapter 12 of the Code of Ordinances for the City of Sedalia, Missouri, known as the Sedalia Clean Air Indoor Act of 2013.

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



CITY COUNCIL MEETING AGENDA

City Council Chambers
Municipal Building
Monday, June 17, 2013
7:00 p.m.

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

I. MINUTES

1. Pre-Council Meeting June 3, 2013
2. Regular Council Meeting June 3, 2013

II. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES

1. Acceptance of Citizen's Traffic Advisory Commission Minutes dated May 15, 2013.

III. ROLL CALL OF STANDING COMMITTEES

A. PUBLIC SAFETY – Councilmember Stephen Galliher

1. Approve purchase of mobile radio upgrades for the Sedalia Police Department per Missouri State Contract and purchased through Motorola Solutions.

B. PUBLIC WORKS – Councilmember Tolbert Rowe

1. Award bid for Chemical Root Control of City of Sedalia Sanitary Sewer Collection System
2. Award bid for Mill & Overlay of various City Streets
3. Approve quote for the sole source purchase of modified aggregate quick set street treatment
4. Award bid for Yard Waste Grinding #4

C. FINANCE / ADMINISTRATION – Councilmember Jo Lynn Turley

1. Approve 2 year extension of the Depository of City Funds with Third National Bank

IV. NEW BUSINESS

A. ORDINANCES AND RESOLUTIONS

- Approving the final plat for Menards Plaza Plat 2, an addition to the City of Sedalia, Missouri, and being a Re-plat of Lots 7 through 10 of Menards Plaza, and dedicating public utility and roadway easements as shown on said plat to public use
- Approving and accepting an agreement by and between the City of Sedalia, Missouri and Duke's Root Control, Inc. for the chemical root control of the City of Sedalia, Missouri sanitary sewer collection system
- Approving and accepting an agreement by and between the City of Sedalia, Missouri and APAC-Missouri, Inc. for the mill and overlay of various City streets
- Approving and accepting an agreement by and between the City of Sedalia, Missouri and Braik Brothers Tree Care and Green Waste Recycling, LLC for Yard Waste Grinding #4 Project
- Repealing Ordinance #9676 and #9677 by removing "15 minute" parking restrictions in front of 122 South Ohio Avenue and at the Northwest corner of Second Street and South Ohio Avenue in the City of Sedalia, Missouri
- Adding Article V, Sections 12-401 to 12-418, to Chapter 12 of the Code of Ordinances for the City of Sedalia, Missouri, known as the Sedalia Clean Air Indoor Act of 2013
- R Authorizing the Sedalia Police Department to act as an agent for the City of Sedalia in the application Process for the 2013 Edward Byrne Memorial Justice Assistance Local Grant (JAG) from the U.S. Bureau of Justice as well as authorizing an agreement between the City of Sedalia, Missouri and the County of Pettis, Missouri for distribution and use of any awarded funds

B. APPOINTMENTS

Appointments:

*Library Board – John Snelling – 1220 S Barrett – 3 Year Term – Exp. 6-2016

*Housing Authority Board – Bonnie Kemp – 2313 Lewis Circle – 4 Year Term – Exp. 6-2017

Re-Appointments:

*Park Board – Roy Poynter – 605 S Engineer – 3 Year Term – Exp. 6-2016

Click on any agenda item to view the related documentation

C. LIQUOR LICENSES

New:

*Robert Blackburn dba Michael's Italian Steak House, 150 S Limit, Liquor by Drink, \$450

Renewal:

*John A Kehde, dba Kehde's Bar-B-Q, 1915 S Limit, 5% Beer by Drink, \$75

*Stacey Fitter dba Fitter's 5th Street Pub, 500 S Ohio, Liquor by Drink, \$450

D. APPROVAL OF DEPARTMENT BILLS

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

F. GOOD AND WELFARE

G. ADJOURN TO CLOSED SESSION– In accordance with Section 610.021(1) closed-door session for legal advice.

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



OFFICE OF THE CITY ADMINISTRATOR

To: Honorable Mayor Elaine Horn & ~~City Council Members~~
From: Gary Edwards, City Administrator
Re: Agenda items for City Council meeting on Monday, June 17, 2013

Presentations: No Presentations

Public Safety Committee:

1. Review a Resolution authorizing the Sedalia Police Department to act as an agent for the City of Sedalia in the application process for the 2013 Edward Byrne Memorial Justice Assistance Local Grant (JAG) as well as authorizing an agreement between the City of Sedalia and Pettis County for the distribution of any awarded funds. This grant is from the U.S. Bureau of Justice.

2. Review the purchase of mobile radio upgrades for the Sedalia Police Department per the Missouri State Contract. The purchase is through Motorola Solutions. The purchase is covered through a \$25,200 grant that will be reimbursed to the Police Department when the upgrades are completed. The grant was awarded to the Sedalia Police Department and is known as the Missouri Communications Assistance Program (MoSCAP). MoSCAP is funded by Homeland Security. The purpose of the grant is to upgrade patrol car radios so the Sedalia Police Department can become a Tier II agency using the Missouri Statewide Interoperability Network radio system. This system provides communications between local, state and federal agencies. Staff recommends approval.

Public Works Committee:

1. Review an ordinance approving the final plat for Menards Plaza Plat 2. This is a re-plat of Lots 7 through 10 of Menards Plaza. This legislation dedicates public utility and roadway easements. The Preliminary and Final Plat has been reviewed by the City Engineer with no items noted. The Preliminary and Final Plat have been unanimously approved by the Planning and Zoning Commission during its June 5, 2013 meeting. Staff recommends approval.

2. Review bids for the City's root control project and review the ordinance approving and accepting an agreement between the City of Sedalia and Duke's Root Control, Inc. This project works to control root growth in city sanitary sewer lines. Two bids were received. Please note that Elite Root Control of Raytown, MO was the low bidder, but the chemical they would be using did not meet specification. It is staff's recommendation that the bid from Duke's Root Control of Syracuse, NY for \$15,678 be accepted. We have not done business with this firm in the past, but their references checked out.

3. Review bids for mill and overlay of various city streets and review the ordinance approving and accepting an agreement by and between the City of Sedalia and APAC-Missouri. Four bids were received. APAC, of Columbia, MO, is the low bid at \$184,900. The other three bids were above \$200,000. The amount budgeted this fiscal year is \$200,000. The City has used this company in the past, with no problems. Staff recommends approval of APAC, the low bid.

4. Review Quote for sole source purchase of modified aggregate quick set street treatment. The City has received a quote of \$236,363.04 from Donelson Construction of Clever, MO for 50,901 square yards of modified aggregate quick set road treatment. Donelson holds the patent on this product and is the only company that applies it. Last year, Sedalia city staff travelled to Springfield to view a surfacing program that both the City of Springfield and Greene County were using. We were impressed with the product. This is a budgeted item. Staff recommends approval.

5. Review bids for the yard waste grinding #4 project and review an ordinance approving and accepting an agreement between the City of Sedalia and Braik Brothers Tree Care and Green Waste Recycling, LLC. The City requested bids for grinding of yard waste located at the City compost facility, the City yard waste drop site and Tim's Tree Service. Two bids were received. One from Braik Brothers Tree Care of Columbia, MO for \$37,604 and the second was from Agricycle of Valley Park, MO for \$39,800. The City has experience with this company and was satisfied with its service. Staff recommends approval of Braik Brothers, the low bid.

6. Review an ordinance repealing Ordinance #9676 and #9677 by removing "15 minute" parking restrictions in front of 122 South Ohio Ave and at the Northwest corner of Second Street and South Ohio Ave. The signs are in the area of the former Wine & More shop.

Finance/Administration Committee:

1. Review staff recommendation for a two year extension of the Depository of City Funds with Third National Bank. The original bid for the Depository of city funds to Third National was awarded on June 21, 2010 for a three year term. This agreement had an option for an additional two year extension. Staff recommends approval.

2. Review an ordinance adding Article V, Sections 12-401 to 12-418 to Chapter 12 of the City Code of Ordinances, also known as the Sedalia Clean Air Indoor Act of 2013. The City Council is being requested to take final action on this legislation.



CITY OF SEDALIA, MISSOURI
PRE-COUNCIL MEETING – JUNE 3, 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 LaStrada, Wanda Monsees, Wiley Walter, Bob Cross, Tolbert Rowe, and Larry Stevenson.

COMMITTEE MEETING

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

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

- Bids for Smoke Testing Group 1-5 and Ordinance approving and accepting agreements with Prism Contractors and Engineers, Inc., Yorktown, VA in the total amount of \$103,935.00 (funding from \$30 million sewer bond issue) were moved to full Council on motion by Galliher, seconded by LaStrada. All in favor.
- Bids for (40) 2-yard dumpsters and (10) 4-yard dumpsters for the Sanitation Department to American Equipment Company, Kansas City, MO in the amount of \$23,410.00 was moved to full Council on motion by Monsees, seconded by Galliher. All in favor.
- Bids for the Replacement of Central Fire Station Roof and Ordinance approving and accepting an agreement with G&R Construction, Inc., Tipton, MO in the amount of \$55,562.00 were moved to full Council on motion by Galliher, seconded by Turley. All in favor.
- Ordinance vacating a portion of an existing utility easement and a sign easement to Menard, Inc. from the City of Sedalia, Missouri for property located at 4400 Wisconsin Avenue was moved to full Council on motion by Galliher, seconded by Cross. All in favor.

Finance/Administration Committee – Councilman Turley, Chairman, presented the following recommendations:

- Records Destruction Request from the Personnel Office was moved to full Council on motion by Walter, seconded by Cross. All in favor.
- Records Destruction Request from the Municipal Court Office was moved to full Council on motion by LaStada, seconded by Galliher. All in favor.

- Review of Draft “Smoke Free City” Ordinance - City Attorney, Anne Gardner, presented the changes contained in the second draft of the “Smoke Free City” ordinance.

Key Highlights:

- ❖ Definition of “Bar” – any licensed establishment which serves liquor on the premises and which the serving of food is only incidental to the consumption of beverages.
- ❖ Add paragraph 6 under definition of Private Club - to consider a private club a “public place” when it is the site of a meeting, event or activity that is open to the public, including but not limited to bingo facilities.
- ❖ Changing the definition of Smoking by not including e-cigarettes.
- ❖ Deleting Section 12-407. Prohibition of smoking in Private Clubs.
- ❖ Add new Section H, under Section 12-408 Where smoking not regulated – private clubs except when it is open to the public.
- ❖ Section 12-414 – Violations and penalties: section A. – any person in violation of this ordinance shall first be given a written warning with the fine schedule being applicable with second and subsequent violations.

Following discussion, Councilmen Galliher, Stevenson, Rowe and Walter stated that the “Smoke Free City” Draft Ordinance should be accepted as written. Councilman Galliher added that he is concerned with the health of workers and the Council needs to consider the health and welfare of citizens. Councilman Rowe stated that dragging this issue out any further would be a bad idea and that more people support the ordinance than oppose it. Councilman Rowe added that the Council needs to make a decision and not waste time and money.

Councilman Monsees stated that she has reservations in regards to bars and she believes that passing this ordinance would put the bars out of business, however, she agrees with the rest of the ordinance. Councilmen LaStrada and Cross agreed with Councilman Monsees in the exemption of bars. Councilman Cross added that everyone he had talked to wanted the issue to be on the ballot for April 2014. Councilman Cross commented that the ballot could contain two choices: (A). 100% smoking ban or (B). smoking ban with the exception of bars and private clubs, with yes or no options on both. City Attorney Gardner stated that the choices could confuse voters. People could vote for both propositions and they could both pass.

Councilman Turley stated that the ordinance as written is a reasonable compromise and if it is taken to a vote the ordinance should go back to the original 100% coverage.

Councilman Stevenson agreed that if the ordinance went to a vote it would have to be a 100% ban and the ordinance would need to be in plain simple wording. Administrator Edwards stated that in taking the issue to voters the ballot would be yes or no for a smoke free city, no exceptions or to put the full ordinance on the ballot which would be very expensive for the City. City Attorney Gardner stated that the Council would still have to decide on the language to be placed on the ballot which could be a challenge. If the ballot is a yes to 100% smoke free that will include private clubs and bars. Councilman LaStrada stated that she would like to see the language used on the ballots from the cities

that are smoke fee. City Attorney Gardner stated that she had not looked at that information, but that she could get the information before the June 17, 2013 Council meeting.

Mayor Horn stated that the "Smoke Free City" ordinance should be brought before the Council at the June 17, 2013 Council meeting and the Council can vote yes or no.

City Attorney Gardner pointed out a typographical error in the appointments under the Tax Increment Financing Commission, the name of Donna Plummer should be changed to Jason Weiker. Also, under liquor licenses the Casey's Store on Clinton Road will be changing locations in the future to South Limit. The business will contact the Collector's office when the address change is complete to make the change on the liquor license.

With no further comments, the meeting closed at 6:50 p.m.
Respectfully submitted: Arlene Silvey, MRCC City Clerk



CITY OF SEDALIA, MISSOURI
COUNCIL MEETING – JUNE 3, 2013

The Council of the City of Sedalia, Missouri duly met on Monday, June 3, 2013, at 7:00 p.m. at the Municipal Building with Mayor Mary Elaine Horn presiding. Mayor Horn called the meeting to order followed by the Pledge of Allegiance led by Councilman Turley.

ROLL CALL:

| | | | |
|------------------|---------|-----------------|---------|
| Stephen Galliher | Present | Wiley Walter | Present |
| Jo Lynn Turley | Present | Bob Cross | Present |
| Rebecca LaStrada | Present | Tolbert Rowe | Present |
| Wanda Monsees | Present | Larry Stevenson | Present |

SERVICE AWARDS:

| | |
|---------------------|--|
| 15 Year Service Pin | Jill Green, Police Officer – Police Department |
| 5 Year Service Pin | Sheree Adair, Library Assistant – Library |
| 5 Year Service Pin | Tim Curry, Building Inspector – Code Enforcement |

SPECIAL AWARDS:

| | |
|------------------|--|
| Retirement Watch | Dennis Vinson, Water Pollution Control Department – 39 years |
|------------------|--|

MINUTES:

The following minutes were approved on motion by Walter, seconded by LaStrada. All in favor.

- Pre-Council Meeting May 23, 2013
- Regular Council Meeting and Center for Human Services Public Hearing May 23, 2013

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES: None.

ROLL CALL OF STANDING COMMITTEES:

PUBLIC SAFETY – STEPHEN GALLIHER, CHAIRMAN – No Report.

PUBLIC WORKS – TOLBERT ROWE, CHAIRMAN

Awarded bid for Smoke Testing Groups 1 – 5 to Prism Contractors and Engineers, Yorktown, VA in the amount of \$103,935.00 on motion by Galliher, seconded by Walter. All in favor.

Awarded bid for (40) 2 yard dumpsters and (10) 4 yard dumpsters to American Equipment Company, Kansas City, MO in the amount of \$23,410.00 on motion by Walter, seconded by Galliher. All in favor.

Awarded bid for the Replacement of the Central Fire Station Roof to G&R Construction, Inc., Tipton, MO in the amount of \$55,562.00 on motion by Walter, seconded by Galliher. All in favor.

FINANCE & ADMINISTRATION – JO LYNN TURLEY, CHAIRMAN

Approved Records Destruction Request from the Personnel Department on motion by Walter, seconded by Galliher. All in favor.

Approved Records Destruction Request from the Sedalia Municipal Court Office on motion by Walter, seconded by Galliher. All in favor.

NEW BUSINESS:

BILL NO. 2013–50, ORDINANCE NO. 10089 – AN ORDINANCE APPROVING AND ACCEPTING AGREEMENTS BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND PRISM CONTRACTORS AND ENGINEERS, INC. FOR SMOKE TESTING OF SANITARY SEWER LINES GROUP 1 THROUGH 5 was read once by title.

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

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

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

BILL NO. 2013–51, ORDINANCE NO. 10090 – AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND G&R CONSTRUCTION, INC. FOR THE REPLACEMENT OF THE CENTRAL FIRE STATION ROOF was read once by title.

2nd Reading – Motion by Turley, 2nd by LaStrada. All in favor.

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

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

BILL NO. 2013–52, ORDINANCE NO. 10091 – AN ORDINANCE VACATING A PORTION OF AN EXISTING UTILITY EASEMENT AND A SIGN EASEMENT TO MENARD, INC. FROM THE CITY OF SEDALIA, MISSOURI FOR PROPERTY LOCATED AT 4400 WISCONSIN AVENUE was read once by title.

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

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

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

APPOINTMENTS:

The following Board Appointments were read and approved on motion by Rowe, seconded by Walter. All in favor.

CENTRAL BUSINESS & CULTURAL DISTRICT BOARD

Appoint Donna Plummer, 519 S. Ohio, for a 3-year term expiring June 2016

TAX INCREMENT FINANCING COMMISSION

Appoint Jason Weiker, 519 S. Ohio, for a 4-year term expiring June 2017

PLUMBERS EXAMINING BOARD

Reappoint Aaron Thomas, for a 1-year term expiring June 2014

Reappoint Don Meyer, for a 1-year term expiring June 2014

BIDS:

- Smoke Testing #1 - #5 – May 16, 2013
- Dumpsters – May 21, 2013
- Repair/Replacement of Central Fire Station Roof – May 24, 2013

LIQUOR LICENSES:

The following Liquor Licenses were read and approved on motion by Walter, seconded by LaStrada. All in favor.

New:

- Kimberly Howard dba Little General, 1515 Thompson Blvd – Packaged Liquor with Sunday Sales

Renewal:

- Robert Preston dba Woods Express 570, 703 E. Broadway – Packaged Liquor with Sunday Sales
- Jerome Taylor dba Break Time #3084, 318 W. Broadway – Sunday Sales
- Richard K. Wertz dba State Fair Spirits, 1419 S. Limit – Taste Testing and Sunday Sales
- Robbin Griffith dba Applebee's Neighborhood Grill, 3320 W. Broadway – Liquor by Drink with Sunday Sales
- Michael Richardson dba Casey's General Store #2347, 1601 E. Broadway – Packaged Liquor with Sunday Sales
- Michael Richardson dba Casey's General Store #1063, 1909 W. Main – Packaged Liquor with Sunday Sales
- Michael Richardson dba Casey's General Store #1322, 3101 Clinton Rd. – Packaged Liquor with Sunday Sales
- Michael Richardson dba Casey's General Store #1052, 716 W. 16th St. – Packaged Liquor with Sunday Sales
- Michael Richardson dba Casey's General Store #1601, 3500 W. 16th St. – Packaged Liquor with Sunday Sales
- Wayne E. Compton dba Jiffy Stop Food Marts LLC, 1722 W. Broadway – Packaged Liquor with Sunday Sales
- Dan Van Dyne dba Liquor Locker, 513 W. Main – Sunday Sales

DEPARTMENT BILLS thru June 3, 2013 totaling \$139,568.22 were approved for payment on motion by Rowe, seconded by LaStrada. All in favor.

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:

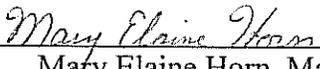
Councilman Galliher commended the Sedalia Police Department's Drug Enforcement division for their work on a large drug bust this morning.

GOOD & WELFARE:

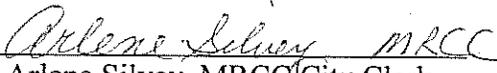
William Hanna, 820 E. 13th St., stated that the City has passed ordinances and they are not enforced. Mr. Hanna stated that he had an officer come to his house to speak with him about a neighbor cutting their grass and letting the clippings go into the street. The officer stated that it was ok and the rain would wash away the grass clippings. Mr. Hanna stated that is against City ordinances. Mayor Horn stated that this is an issue for the Code Enforcement Department. City Administrator, Gary Edwards, stated that this issue would be looked into further with the Code Enforcement Department.

The meeting adjourned at 7:13 p.m. to a Closed-Door Session in accordance with Sections 610.021(1) & (2) for legal advice and lease, sale or purchase of real estate on motion by Monsees, seconded by Walter. All in favor.

THE CITY OF SEDALIA, MISSOURI



Mary Elaine Horn, Mayor



Arlene Silvey, MRCC/City Clerk

TRAFFIC ADVISORY COMMISSION MEETING
MAY 15, 2013

The Traffic Advisory Commission duly met on Wednesday, May 15, 2013, 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 | Not Present |
| Deidre Esquivel | Present | Victoria Kottman | Not Present |
| Ryan Heusinkveld | Present | Greg Harrell | Present |
| John Rucker | Present | | |
| Pete Daniels | Present | | |
| Shirley Neff | Not Present | | |
| Bob Salmon | Not Present | | |

Guests- Ellen Cross

Minutes of the last regular Traffic Advisory Commission meeting of April 10, 2013 were approved.

UNFINISHED BUSINESS:

None

NEW BUSINESS:

Larry Stevenson, 856 Brentwood Avenue, is requesting the 15 minute parking space in front of 122 S. Ohio be removed and the 15 minute parking space on 2nd Street immediately adjacent west of S. Ohio at the northwest corner of 2nd Street and Ohio Ave be removed.

Wine and More has moved and the owner was the one who requested these spaces. Cross read the Staff recommendation. Staff recommends the Commission approve the request. The 15 minute parking spaces were approved to accommodate customers for Wine and More which has moved locations.

Rucker asked how much the signs 15 minute parking signs cost. Cross stated maybe \$50.00 or so.

A motion was made by Daniels to approve the request. Second by Heusinkveld. All in favor.

OTHER ITEMS FOR DISCUSSION:

Heusinkveld asked if Mr. Beck had a chance to look at the speed limit signs/school speed zone signs on S. New York Avenue (this was discussed last month). Cross stated Mr. Beck did look at it and has asked the Street Department Superintendent to check into this and correct the signs.

Heembrock asked if the 10th & Winchester traffic count information had been sent to Steve Bush like he requested. Cross stated she had not sent that information but she would be sure and get it to him.

AGENDA FOR NEXT MEETING:

The next meeting will be June 12, 2013.

The meeting adjourned at 12:20 p.m.

Sedalia Police Department
INTRA-DEPARTMENTAL MEMORANDUM
Uniform Operations Bureau

To : Chief John DeGonia

From : Commander Matthew Wirt MW

Date : June 7, 2013

Ref : Purchase of mobile radio upgrades

Sir:

On May 28, 2013 the Sedalia Police Department was awarded the Missouri Communications Assistance Program (MoSCAP) grant in the amount of \$25,200 to fund mobile radio upgrades for our patrol car fleet. The MoSCAP Grant is funded by the Missouri Office of Homeland Security Grants and Training Local and State Assistance Division. The grant's purpose is to upgrade our patrol car radios so the Sedalia Police Department can become a Tier II agency using the Missouri Statewide Interoperability Network (MOSWIN) radio system. MOSWIN provides interoperable radio communications between local, state, and federal agencies. The radio system can be used for local communications among participating agencies, for use in disaster situations as a redundant backup to our current radio system, and for communications with state and federal agencies in all types of situations. The grant will pay for upgrades to our radios at the Missouri State Contract price of \$900 each radio for a total purchase of \$25,200 to upgrade the entire fleet. Once the upgrades are completed the grant will reimburse the Sedalia Police Department for \$25,200. All other associated costs will be covered through the 2013-14 budget.

The upgrade purchases are under current Missouri State Contract and will be purchased through the contracted vendor, Motorola Solutions. As a result, the City of Sedalia's purchasing policy has been met under the cooperative procurement program.

This memorandum is respectfully submitted.



Office of Homeland Security and Grants and Training
 Local and State Assistance Division
 301 W. High Street, Jefferson City, MO 65102
 Telephone: 573-526-9011
 FAX: 573-526-9012

GRANT AWARD OF CONTRACT

| | |
|--------------|-------------------|
| DATE | 5/28/2013 |
| AWARD NUMBER | EMW-2011-EP-00004 |

| | | |
|--|---|-------------------|
| GRANTEE NAME Sedalia Police Department | | |
| ADDRESS 201 W 2nd St | | |
| CITY Sedalia | STATE MO | ZIP CODE 65302 |
| TOTAL AWARD AMOUNT \$25,200.00 | GRANTEE IRS / VENDOR NUMBER 86053485 | |
| PROJECT PERIOD FROM May 28, 2013 | PROJECT PERIOD TO August 1, 2013 | |
| PROJECT TITLE MoSCAP Grant | | |
| CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 97.042 Emergency Management Performance Grant (EMPG) | METHOD OF PAYMENT Reimbursement | |

CONTACT INFORMATION

| OHS GRANT SPECIALIST | GRANTEE PROJECT DIRECTOR | |
|---|-----------------------------------|----------------|
| NAME Matthew Nutt | NAME Commander Matthew Wirt | |
| E-MAIL ADDRESS Matthew.Nutt@dps.mo.gov | ADDRESS (If different from above) | |
| TELEPHONE (573) 526-5718 | CITY, STATE AND ZIP CODE | |
| OTHER | TELEPHONE | E-MAIL ADDRESS |

SUMMARY DESCRIPTION OF PROJECT

To purchase/upgrade radio equipment to assist in the agency in gaining access to the Missouri Statewide Interoperable Network (MOSWIN).

OFFICE OF HOMELAND SECURITY APPROVAL

GRANTEE AUTHORIZED OFFICIAL APPROVAL

| | | | |
|---|-------------------|---|----------------|
| TYPED NAME AND TITLE OF OHS OFFICIAL Bruce Clemonds, Administrator | | TYPED NAME AND TITLE OF GRANTEE AUTHORIZED OFFICIAL Commander Matthew Wirt | |
| SIGNATURE OF APPROVING OHS OFFICIAL | DATE 5/28/2012 | SIGNATURE OF GRANTEE AUTHORIZED OFFICIAL | DATE 6-5-13 |

**THIS GRANT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S).
 BY SIGNING THIS GRANT AGREEMENT THE GRANTEE IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.**

JEREMIAH W. (JAY) NIXON
Governor

JERRY LEE
Director of Public Safety
Homeland Security Advisor

BRYAN COURTNEY
Director of Missouri Statewide
Interoperability Network



Missouri Interoperability Center
2413 East McCarty Street
Jefferson City, MO 65101

Telephone (573) 522-9584
Fax (573) 526-1632

State of Missouri
Department of Public Safety
MOSWIN

May 28, 2013

Sedalia Police Department
201 W 2nd St
Sedalia, MO 65302

Commander Matthew Wirt,

Thank you for your application for the Missouri Communications Assistance Program (MOSCAP). The interest your agency has taken in the Missouri Statewide Interoperable Network (MOSWIN) is critical to its overall success and we want to thank you for participating. Over 300 agencies submitted MOSCAP applications and requests exceeded the available funding. Because MOSWIN coverage is based on mobile operations, priority was given to upgrades for existing mobile radios in order to best capitalize on prior investments. Applications for new mobile radios were also prioritized.

The intent of the MoSCAP grant is to help agencies gain a level of access to the MOSWIN system and interoperability within their area. I am pleased to inform you that your agency will receive 28 mobile upgrades in the amount of \$25,200.00 from this grant program. Please respond by June 17, 2013 to confirm or deny this grant award offer. Additional details regarding this award can be found in the enclosed supporting documents.

The MOSWIN system has been operational since December 31, 2012. As the awards are finalized, information will be made available regarding training, system access and standard operating procedures (SOPs). All equipment and upgrades provided from this grant must be used in accordance with the guidelines provided in this award package and the SOPs. Enclosed is contact information for questions you may have at this point or in the future regarding MOSWIN.

I would like to thank you again for your willingness to participate in the MOSWIN system and MoSCAP Grant process.

Sincerely,

A handwritten signature in black ink, appearing to read "Bryan Courtney".

Bryan Courtney
MOSWIN Director
Department of Public Safety

BC:mn

Enclosure

GRANT AWARD OF CONTRACT

| | |
|-------------------|-----------------------------------|
| DATE 5/28/2013 | AWARD NUMBER EMW-2011-EP-00004 |
|-------------------|-----------------------------------|

SPECIAL CONDITIONS

Article I - Financial Guidelines

The sub-recipient shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to FEMA grants are listed below:

A. Administrative Requirements

1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
3. 44 CFR part 10, Environmental Considerations
4. Missouri Office of Homeland Security, Grants and Training Administrative Guide ([shortened web link](#))

B. Cost Principles

1. CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)
2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
3. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4. 48 CFR 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations

C. Audit Requirements

1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

Article II - Prohibition on Using Federal Funds

The sub-recipient understands and agrees that it cannot use any Federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval.

Article III - Compliance with Program Guidance

The sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the submitted and approved application on file.

Article IV - Grant Progress Reports

Each sub-recipient is required to submit a Final Grant Report to OHS within 45 days of the contract end date. The Final Grant Report is available at ([shortened web link](#)).

Article V - Acceptance of Post Award Changes

In the event OHS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, sub-recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate sub-recipient acceptance of the changes to the award.

Article VI - Trafficking In Persons

A. Provisions applicable to a sub-recipient that is a private entity.

1. You as the sub-recipient, your employees, your sub-recipients under this award, your sub-recipients' employees may not:

- a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b. Procure a commercial sex act during the period of time that the award is in effect; or
 - c. Use forced labor in the performance of the award or sub-awards under the award.
2. The Federal awarding agency may unilaterally terminate this award, without penalty, if you or a sub-recipient that is a private entity:
- a. Is determined to have violated a prohibition in paragraph A.1 of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either:
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR Part 3000.
- B. Provisions applicable to a sub-recipient other than a private entity. The Federal awarding agency may unilaterally terminate this award, without penalty, if a sub-recipient that is a private entity:
1. Is determined to have violated an applicable prohibition in paragraph A.1 of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph A.1 of this award term through conduct that is either:
 - a. Associated with performance under this award; or
 - b. Imputed to the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR part 3000.
- C. Provisions applicable to any sub-recipient.
1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.
 2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to us under this award.
 3. You must include the requirements of paragraph A.1 of this award term in any subaward you make to a private entity.
- D. Definitions. For purposes of this award term:
1. "Employee" means either:
 - a. An individual employed by you or a sub-recipient who is engaged in the performance of the project or program under this award; or
 - b. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjecting to involuntary servitude, peonage, debt bondage, or slavery.
 3. "Private entity" means:
 - a. Any entity other than a State, local government, Indian Tribe, or foreign public entity, as those terms are, defined in 2 CFR 175.25.
 - b. Includes:
 - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.
 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Article VII - Classified Security Condition

- A. "Classified national security information," as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized

disclosure and is marked to indicate its classified status when in documentary form.

- B. No funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the award sub-recipient has not been approved for and has access to such information.
- C. Where an award sub-recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subawardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the Federal department or agency with whom the classified effort will be performed.
- D. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EOs 12829, 12958, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and/or other applicable implementing directives or instructions. All security requirement documents are located at: ([shortened web link](#))
- E. Immediately upon determination by the award sub-recipient that funding under this award will be used to support such a contract, subaward, or other agreement, and prior to execution of any actions to facilitate the acquisition of such a contract, subaward, or other agreement, the award sub-recipient shall contact OHS for approval and processing instructions.

Article VIII - Central Contractor Registration and Universal Identifier Requirements

A. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the sub-recipient must maintain the currency of your information in the CCR. This requires that sub-recipients review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If sub-recipients are authorized to make subawards under this award, they:

1. Must notify potential sub-recipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

1. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a sub-recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).
2. Data Universal Numbering System (DUNS) number means the nine digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
4. Subaward:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the sub-recipient award to an eligible sub-recipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ---.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. Sub-recipient means an entity that:
 - a. Receives a subaward under this award; and
 - b. Is accountable for the use of the Federal funds provided by the subaward.

Article IX - Summary Description of Project

The grant funding shall be used for costs related to activities associated with the above listed agency's transition to the Missouri Statewide Interoperable Network (MOSWIN).

Article X - National Environmental Policy Act (NEPA)

The sub-recipient shall comply with all applicable Federal, State, and local environment and historic preservation (EHP) requirements and shall provide any information requested by OHS and FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental justice (12898). Failure of the sub-recipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Sub-recipient shall not undertake any project having the potential to impact EHP resources without the prior approval of OHS and FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Sub-recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbance activities occur during project implementation, the sub-recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the sub-recipient will immediately cease construction in that area and notify OHS and the appropriate State Historic Preservation Office. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in non-compliance finding.

Article XI - Disposition of Equipment

1. Equipment purchased or awarded through this grant program must be used for the purpose stipulated in the grant application and/or grant award of contract. If equipment acquired with this grant program is no longer needed for the purpose of the grant, the equipment may not be sold, replaced or exchanged without written approval from OHS. If OHS discovers that equipment acquired with this grant program has been disposed of without written approval, OHS may take one or more of the following actions:
 - a. Temporarily withhold cash payments pending correction of the deficiency by the sub-recipient
 - b. Disallow all or part of the cost of the activity or action not in compliance
 - c. Wholly or partly suspend or terminate the current award for the sub-recipients project
 - d. Withhold future awards
 - e. Take other remedies that may be legally available

Article XII - Interoperable Communication Equipment Guidelines

The following items are not allowable under this award:

1. Encryption hardware and software types are not allowable in this grant
 - a. These include ADP encryption Software
 - b. AES Encryption Software
 - c. UCM Encryption Hardware
 - d. Other types of encryption hardware and software
2. Peripherals for radios are not allowable in this grant
 - a. No extra batteries
 - b. No extra antennas
 - c. Additional accessories
3. Consoles are not allowable in this grant
4. FCC Licensing/Coordination Costs
5. 3 dB gain antennas are not allowable

All radio equipment purchased with this award is intended to assist agencies in gaining accessing to the MOSWIN system. All radio equipment must be Project 25 Trunked at the time of purchase or be upgraded to Project 25 Trunked unless otherwise noted by OHS. For additional SAFECOM guidelines please visit their website, ([shortened web link](#)).

Article XIII - Additional Grant Guidelines

By signing this document the subgrantee also agrees to allow OHS and Missouri Interoperability Center to perform on-site monitoring visits of these grant funds and equipment purchased from these funds.

The above listed agency also agrees to assist in providing training on or demonstrations of the MOSWIN system upon the request of the State of Missouri or other agencies up to the current usage level of the agency's users and/or trainers.

Motorola in an effort to help reduce confusion and the varying costs for Flash upgrades have priced to the state through local Motorola Representative shops the prices in the table below for each make and model. The State of Missouri has allowed up to \$75 per radio to have the flash upgrade completed and the baseline MOSWIN Interoperable template programmed on the radio. If your agency wishes to include other talkgroups or conventional channels, those expenses will be non-reimbursable in this grant.

| Model | Flash Upgrade | Program/Install | Max Total Allowed |
|--------------|----------------------|------------------------|--------------------------|
| XTL 1500 | \$375.00 | \$75.00 | \$450.00 |
| XTL2500 | \$825.00 | \$75.00 | \$900.00 |
| XTL5000 | \$825.00 | \$75.00 | \$900.00 |

For additional information regarding these flash prices or if your local Motorola Representative is unfamiliar with these prices please contact Russ McLindsay.

Contact Information for Russ McLindsay, Motorola Solutions Area Sales Manager:

- Phone: (573) 873-3330
- Cell : (815) 378-3911
- Fax: (847) 761-4796
- Email: Russ.McLindsay@motorolasolutions.com



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION
CONTRACT CHANGE

| | |
|-------------------------------------|--|
| PROJECT NUMBER 0081801 | CHANGE NUMBER 20 |
| CHECK CONTRACT TYPE | |
| <input type="checkbox"/> CONSULTANT | <input checked="" type="checkbox"/> CONSTRUCTION |

| 1. GENERAL INFORMATION | |
|--|---|
| PROJECT TITLE Interoperable Communications | NAME OF CONTRACTED FIRM Motorola Solutions, Incorporated |
| LOCATION Statewide | |
| 2. DESCRIPTION OF CONTRACT CHANGE (attach and note additional description sheets as necessary) | |

The purpose of this contract change is to allow agencies of the State of Missouri and other Missouri government entities to purchase interoperability communication related equipment from Motorola Solutions, Inc. This change provides equipment pricing discounts and for refurbished radios until June 30, 2018.

Each equipment order must refer to this contract and must specify the contract price for such order. Warranty will commence upon delivery. Payment is due forty-five (45) days after the invoice date. Motorola will send invoices to the parties of the order as the additional subscribers are shipped. There is no additional charge to the State of Missouri for adding this purchasing option to this contract; all subsequent orders will be invoiced separately and delivered directly to the parties placing the order.

A list of discounts by APC code (3 sheets) provided by Motorola are attached as a supplemental description to this change order. Any discrepancy between this change order and the attached supporting pages, and any other pricing offered by Motorola, shall be resolved with reference to the pricing contained herein.

For more information concerning Missouri Interoperable Communications, please call the MOSWIN office at 573-522-8092. For 24/7 hotline assistance, call 855-4-MOSWIN. For general information, go to the Department of Public Safety's web page: <http://dps.mo.gov/dir/programs/intercomm/default.asp>

For specific information about Motorola products, please go to the following link to sign up for a "Motorola On Line" account: <http://businessonline.motorolasolutions.com/>

If you are new to "Motorola On Line," please click the link under the login box for "Sign Up Now".

Motorola Solutions primary contact for equipment purchases is:

Russ McLindsay
Area Sales Manager
Motorola Solutions
Phone: 573-873-3330
Cell: 815-378-3911
FAX: 847-761-4796
Email: Russ.McLindsay@MotorolaSolutions.com

This Document, when fully executed by both Parties, shall constitute a Notice to Proceed with the Work described in this Change. This Contract Change shall modify the Contract as herein provided and includes all costs and time extensions associated with this Change to the Contract. No requests for additional compensation or time as a result of this Change will be considered.

| AUTHORIZING NAME | SIGNATURES | |
|---|---------------|-----------------|
| CONTRACTED FIRM REPRESENTATIVE (PRINT NAME) Scott Schoepel | SIGNATURE | DATE 3/28/13 |
| FMDC REPRESENTATIVE (PRINT NAME) Cathy Brown | SIGNATURE | DATE 4/11/13 |

MOTOROLA STATE CONTRACT

| <u>APC</u> | <u>DESCRIPTION</u> | <u>DISCOUNT %</u> |
|------------|---|-------------------|
| 2 | VIDEO STREAMING | 5 |
| 40 | MVX1000 In Car Digital Video | 15 |
| 41 | AUTOMATIC LICENSE PLATE RECOGN | 10 |
| 103 | DATACONTROLLERSDATA CONTROLLERS | 20 |
| 112 | INFRASTRUCTURE - GTR8000 | 25 |
| 117 | FIXED DATA Dropship | 15 |
| 118 | 911 Equipment | 10 |
| 124 | ComandStar remote desk sets and desktop dispatch consoles | 10 |
| 129 | MISC. DROPSHIP | 15 |
| 131 | MICROWAVE & CHANNEL BANKS | 15 |
| 147 | CABLES/KITS/SOFTWARE | 25 |
| 153 | HPD MODEM | 10 |
| 170 | MW810 Mounting Gear | 15 |
| 177 | ENTERPRISE MOBILE COMPUTING | 10 |
| 189 | MOBILE ACCESSORIES | 15 |
| 195 | INFRASTRUCTURE SOFTWARE | 15 |
| 201 | KVL II | 25 |
| 202 | IP DESKSET | 15 |
| 205 | XTS2500 - 700/800 | 27.5 |
| 207 | SITE/DROPSHIP EQUIP | 15 |
| 214 | Fixed Data MOSCAD | 15 |
| 218 | Cambium - PTP/Orthogon License | 10 |
| 224 | Orthogon and point to point radio | 10 |
| 225 | QTAR/QTAR RCVR 6809 TRNK | 10 |
| 228 | Centracom and MCC7500 console accessories | 15 |
| 229 | LOGGING RECORDERS | 15 |
| 244 | Centracom spare ambassador modules | 15 |
| 256 | ASTRO Accessories - XTVA | 15 |
| 262 | TEST EQUIPMENT | 5 |
| 271 | Carry case | 15 |
| 274 | BASE STATIONS ACCS | 10 |
| 276 | XTL5000 series consolette | 27.5 |
| 277 | SMARTX | 15 |
| 280 | ZONE CONTROLLER MANAGER | 25 |
| 281 | ZONE MGR USER INTERFACE | 25 |
| 291 | MOBILE DROPSHIP | 15 |
| 320 | XTS5000 | 27.5 |
| 322 | CML CONSOLE MCC5500 | 15 |
| 328 | CENTRACM II ELECT SP | 10 |
| 329 | Site packages- site on wheels - outdoor cabinets | 15 |
| 330 | CORRECTIONS MGMT SOFTWARE | 5 |
| 333 | PREMIER CAD SOFTWARE | 5 |
| 370 | NETRMS | 5 |
| 372 | SPEAKER MICROPHONES | 15 |

Project O081801
Contract Change #20

| | | |
|-----|---|------|
| 374 | ASTRO CONSOLETTTE | 15 |
| 381 | WNG RNC SW | 5 |
| 382 | Fixed Data Software & Licenses | 15 |
| 403 | Data controllers | 15 |
| 404 | VORTEX / MGE | 25 |
| 407 | XTS2500 - UHF AND VHF | 27.5 |
| 417 | FIXED ACCESSORIES | 15 |
| 424 | KVL, CIU, DIGITACS | 20 |
| 425 | L Core | 15 |
| 426 | APX4000 PORTABLE | 25 |
| 430 | FLASHPORT SFTWR UPGRADE | 10 |
| 443 | MCC7500 CONSOLE | 25 |
| 448 | ANALOG QUANTAR | 25 |
| 453 | CGISS BATTERIES | 15 |
| 457 | RF distribution tower top amps & receiver multicouplers | 10 |
| 469 | Fixed Data - NFM HW | 15 |
| 470 | APX7000 PORTABLE | 25 |
| 471 | APX4500/APX2500 | 25 |
| 476 | SCHAUMBURG ACCESSORIES | 20 |
| 481 | APX6000 PORTABLE | 25 |
| 488 | Optimized Video Security (OVS) | 7 |
| 495 | PDG HARDWARE | 25 |
| 500 | XTL5000 7/800 MHZ | 27.5 |
| 503 | VRM500 | 10 |
| 509 | ASTRO QUANTAR | 25 |
| 512 | MTR3000 | 15 |
| 514 | XTL2500 7/800 MHZ | 27.5 |
| 515 | RF distribution tower top amps & receiver multicouplers | 10 |
| 518 | XTL2500 - UHF/VHF | 27.5 |
| 524 | ASTRO DIU | 25 |
| 527 | APX6500 Mobile | 25 |
| 536 | APX Covert Portable | 25 |
| 537 | QTAR SZ ASTRO INTELLIRPT | 15 |
| 548 | PSA MOT PROF SVCS (INCL MCNS) | 5 |
| 554 | MOBILE ANTENNAS | 10 |
| 562 | APX7000XE/ APX FIRE PORTABLE | 25 |
| 585 | XTL5000 - UHF/VFH | 27.5 |
| 606 | Canopy | 15 |
| 608 | NET RMS SOFTWARE | 5 |
| 617 | CLEAR SPECTRA (HIGH) CON | 15 |
| 623 | MCS2000 | 15 |
| 637 | APX4000Li Portable | 25 |
| 644 | Portable accessories, misc | 15 |
| 652 | APX6500 PORTABLE | 25 |
| 655 | APX7000 PORTABLE | 25 |
| 656 | APX7500 Mobile | 25 |
| 675 | QTAR SZ INTELLIREPEATER | 15 |
| 683 | MESH NETWORKS | 15 |
| 687 | XTS1500/MT1500 | 27.5 |

Project O081801
Contract Change #20

| | | |
|-----|---|------|
| 688 | SOFTWARE SERVICES | 10 |
| 702 | PREMIER CAD MAINTENANCE | 5 |
| 706 | MOBILE/CONSOLE ACCESSORIES | 15 |
| 708 | SPECIALIZED COMPUTERS/MODEMS FOR RADIO SYSTEM | 15 |
| 721 | XTS5000 PORTABLE | 27.5 |
| 726 | XTL1500 - UHF/VHF | 27.5 |
| 736 | MW810 MOBILE WORKSTATION | 15 |
| 743 | ASTRO RECEIVERS | 15 |
| 755 | APX6000 PORTABLE | 25 |
| 756 | APX6000XE PORTABLE | 25 |
| 761 | APX7500 Consolette | 25 |
| 775 | XTL1500 - 700/800 | 27.5 |
| 785 | CHARGER/RECONDITIONERS | 15 |
| 850 | MOBILE APPS MAINTENANCE | 5 |
| 877 | Master Site Astro | 15 |
| 879 | MOBILE APPS SOFTWARE | 5 |
| 904 | Dropship Point to Multipoint | 15 |
| 906 | Branded Point to Multipoint | 15 |
| 907 | DROPSHIP UNLICENSE POINT TO POINT | 15 |
| 908 | Dropship license Point to Point | 15 |
| 983 | NET RMS MAINTENANCE | 5 |

DEMO OR USED SUBSCRIBER PRICING FOR STATE OF MISSOURI

Motorola demo or used subscriber radio provisions:

- * Radios (when available) will be offered at a minimum of 40% off of current list price
- * Some radios (when available) will be offered at greater than 40% off of current list price
- * This will be based on warranty status, age, overall condition etc.
- * Some radios will have warranty left on them and some will have no warranty.
- * Warranty details will always be provided for the specific unit(s) that are available.
- * Some radios will have accessories with them and some units will have no accessories.
- * Accessory details will always be provided for the specific unit(s) that are available.
- * Demo or used radios by their very nature may show some signs of being used.
- * The radios may or may not be in their original shipping boxes.
- * Quantities of demo or used radios will always be limited.
- * There are no assurances that any specific model will ever be available in the demo or used pool



MOTOROLA SOLUTIONS

Quote Number: QU0000235541

Effective: 07 JUN 2013

Effective To: 06 AUG 2013

Bill-To:

CITY OF SEDALIA
200 S OSAGE
SEDALIA, MO 65301
United States

Ultimate Destination:

SEDALIA POLICE DEPARTMENT
201 W 2ND STREET
SEDALIA, MO 65301
United States

Attention:

Name: Commander Matthew Wirt
Email: mwirt@sedaliapolice.com
Phone: 660-827-7823

Sales Contact:

Name: Kris Evans
Email: krise@commenco.com
Phone: 8169854030

Contract Number: MISSOURI, STATE OF

Freight terms: FOB Destination

Payment terms: Net 30 Due

| Item | Quantity | Nomenclature | Description | Your price | Extended Price |
|------|----------|---------------|------------------------------------|------------|----------------|
| 1 | 1 | T7245A | DIGITAL CONVENTIONAL PACKAGE | - | - |
| 1a | 26 | G347AN | ENH: UPGRADE TO SMARTZONE | \$600.00 | \$15,600.00 |
| 1b | 26 | G361AG | ENH: PROJECT 25 9600 BAUD TRUNKING | \$225.00 | \$5,850.00 |
| 2 | 1 | T7245A | DIGITAL CONVENTIONAL PACKAGE | - | - |
| 2a | 2 | G347AN | ENH: UPGRADE TO SMARTZONE | \$600.00 | \$1,200.00 |
| 2b | 2 | G361AG | ENH: PROJECT 25 9600 BAUD TRUNKING | \$225.00 | \$450.00 |
| 3 | 2100 | SVC03SVC0115D | SUBSCRIBER PROGRAMMING | \$1.00 | \$2,100.00 |

Total Quote in USD

\$25,200.00

Pricing per State of Missouri Contract with Motorola.
Special Flash Promo Price Applies to Item #1 and Item #2.

- Item #1; This is the Flash Upgrade for: Radio Model XTL2500, Model M21KTM9PW1AN, Flash Code #100001-000004-3.
- Item #2; This is the Flash Upgrade for: Radio Model XTL2500, Model M21KTM9PW1AN, Flash Code #500001-000004-4.
- Item #3 - This is the services to install the flash and program Item #1 and Item #2 or a total of 28 radios at \$75.00 each (at Commenco facility).

PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)

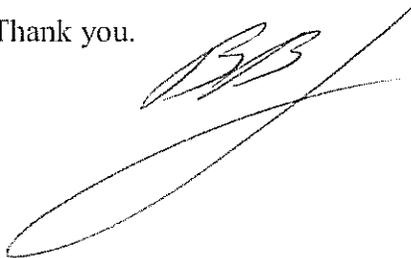
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)

To: Gary Edwards
From: Bill Beck
Date: June 11, 2013
Subject: Root Control Bid

We have solicited bids for chemical root control for our sewer lines. We received two bids.

Elite Root Control was the low bidder but the chemical they would use did not meet specifications. It is my recommendation that we accept the bid from Dukes Root Control for \$15,678.00. We have not done business with this company in the past but their references were thoroughly checked. We have \$25,000 budgeted for root control this year.

Thank you.

A handwritten signature in black ink, appearing to be 'BB', with a long, sweeping underline that extends to the left and then curves back to the right.

Tabulation of Bids

**Root Control Project
May 22, 2013 2:00 p.m.
Mayor's Conference Room**

| | | Elite Root Control P.O. Box 16626 Raytown, MO 64133 | | Duke's Root Control 1020 Hiawatha Blvd. West Syracuse, NY 13204 | |
|--------------------------|---------|---|------------|---|-------------|
| Pipe Size | Footage | Unit Price | Amount | Unit Price | Amount |
| 8" Sanitary Sewer Pipe | 10,300' | 0.95 | \$9,785.00 | 1.34 | \$13,802.00 |
| 10" Sanitary Sewer Pipe | 1,250' | 1.00 | \$1,250.00 | 1.34 | \$1,675.00 |
| 12" Sanitary Sewer Pipe | 150' | 1.10 | \$165.00 | 1.34 | \$201.00 |
| Total Amount | | \$11,200.00 | | \$15,678.00 | |
| Bid Bond | | 5% Check in lieu of bid bond | | YES | |
| Anti-Collusion Statement | | YES | | YES | |
| E-Verify | | NO | | YES | |

To: Gary Edwards
From: Bill Beck
Date: June 11, 2013
Subject: Mill and Overlay of Various Streets

We have solicited bids for the mill and overlay of various city streets. We received four bids; APAC-Missouri, Inc. for \$184,900.00, Chester Bross Construction for \$203,700.00, Higgins Asphalt Paving Co. for \$206,741.00 and Tandem Paving Co. for \$211,620.00. The amount budgeted for this item is \$200,000.00.

I recommend we accept the low bid from APAC-Missouri, Inc., Columbia, MO. We have used this company in the past with no issues.

A handwritten signature in black ink, appearing to be "BB", written in a cursive style.

Tabulation of Bids

Mill & Overlay of Various Streets

May 30, 2013 2:00 p.m.

Mayor's Conference Room

| Description | Unit Est. Quantity | APAC | | Chester Bross Construction | | Higgins Asphalt Paving | | Tandem Paving Co. | |
|-------------------------|--------------------|-----------|---------------------|----------------------------|---------------------|------------------------|---------------------|-------------------|---------------------|
| | | Unit Cost | Amount | Unit Cost | Amount | Unit Cost | Amount | Unit Cost | Amount |
| 3rd: LIMIT TO PARK | | | | | | | | | |
| 2" Milling of Asphalt | SY 10,000 | \$ 1.20 | \$ 12,000.00 | \$ 1.35 | \$ 13,500.00 | \$ 1.05 | \$ 10,500.00 | \$ 1.10 | \$ 11,000.00 |
| 2" Overlay | TON 1,300 | \$ 71.00 | \$ 92,300.00 | \$ 78.00 | \$ 101,400.00 | \$ 81.67 | \$ 106,171.00 | \$ 83.40 | \$ 108,420.00 |
| GRAND: BROADWAY TO 16TH | | | | | | | | | |
| 2" Milling of Asphalt | SY 8,000 | \$ 1.20 | \$ 9,600.00 | \$ 1.35 | \$ 10,800.00 | \$ 1.05 | \$ 8,400.00 | \$ 1.10 | \$ 8,800.00 |
| 2" Overlay | TON 1,000 | \$ 71.00 | \$ 71,000.00 | \$ 78.00 | \$ 78,000.00 | \$ 81.67 | \$ 81,670.00 | \$ 83.40 | \$ 83,400.00 |
| Total Amount | | | \$184,900.00 | | \$203,700.00 | | \$206,741.00 | | \$211,620.00 |

* All companies included Bid Bond, Anti-Collusion Statement & E-Verify

To: Gary Edwards
From: Bill Beck
Date: June 11, 2013
Subject: Sole Source Purchase of Modified Aggregate Quick Set
Surfacing System

We received a quote of \$236,363.04 from Donelson Construction Co., LLC for 50,901 square yards of modified aggregate quick set road surface installed. Donelson Construction Co., LLC holds the patent on this road surface and is the only company that applies it.

In November of 2012, we traveled to Springfield to view a surfacing program that both Greene County Missouri and the City of Springfield were utilizing and were very impressed.

This items was budgeted as part of or street work this year.

I recommend approval of the quote from Donelson Construction Co., LLC.

Thank you.

A handwritten signature in black ink, appearing to be "B. Beck", written in a cursive style.



**Construction
Company, LLC**

Ph: (417) 743-2694
Fax: (417) 743-2945
1075 Wise Hill Road, Clever, MO 65631

May 24, 2013

QUOTE

City of Sedalia, MO
901 E 3rd Street
Sedalia, MO 65301

Donelson Construction Co., LLC is pleased to provide the following quote for the installation of hot rubber crack-fill and our patented Modified Aggregate Quick Set (MAQS) Surfacing System®. The prices include all labor equipment, materials and traffic control.

16th Street (Grand – Limit).....23262 square yards

Crack-fill \$ 30,693.15
MAQS Pre-treatment.....\$ 11,342.50
MAQS Driving Surface.....\$ 75,601.50
Total: \$ 117,637.15

16th (Ohio – Grand).....10,933 square yards

Crack-fill \$ 14,446.50
MAQS Pre-treatment.....\$ 5,329.84
MAQS Driving Surface.....\$ 35,532.25
Total: \$ 55,308.59

3rd (Ohio – Grand).....10,453 square yards

Crack-fill \$ 6,847.80
MAQS Pre-treatment.....\$ 2275.00
MAQS Driving Surface.....\$ 33,972.25
Total: \$ 43,095.05

3rd (Park – Grand).....6,253 square yards

Crack-fill NA
MAQS Pre-treatment.....NA
MAQS Driving Surface.....\$ 20,322.25
Total: \$ 20,322.25

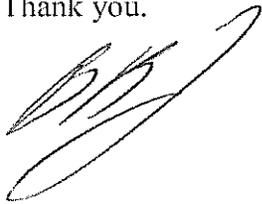
Total \$ 236,363.04

To: Gary Edwards
From: Bill Beck
Date: May 14, 2013
Subject: Yard Waste Grinding #4

We have solicited bids for grinding of yard waste located at the City of Sedalia Compost Facility, the City of Sedalia Yard Waste Drop Site and Tim's Tree Service. We received two bids; Braik Brother's Tree Care, Columbia, Missouri for \$37,604.00 and Agricycle, Valley Park, Missouri for \$39,800.00.

I would like to recommend we accept the low bid from Braik Brother's Tree Care. We have worked with this company in the past and were pleased with their service.

Thank you.

A handwritten signature in black ink, appearing to be the initials 'BJ' followed by a long, sweeping flourish that extends to the right and then loops back down.

**Yard Waste Grinding
#4
May 9, 2013 2:00 p.m.
Mayor's Conference Room**

| Description | Braik Brother's Tree Care 8378 I-70 Dr. SE Columbia, MO 65201 | | | AgriCycle Inc. 39 Old Elam Ave. Valley Park, MO 63088 | | |
|--|---|----------------------------------|---------------------|---|----------------------------------|---------------------|
| | Unit | Unit Cost | Amount | Unit | Unit Cost | Amount |
| Lot located 1/4 mile south of Drop Site on west side of New York | Per Site | \$1.58 /cubic yard | \$ 4,740.00 | Per Site | \$1.85 | \$ 5,550.00 |
| Yard Waste Grinding at City of Sedalia Yard Waste Drop Site-1604 E. 28th Street, Sedalia, MO 65301 | Per Site | \$1.58 | \$ 25,280.00 | Per Site | \$1.85 | \$ 25,925.00 |
| Lot Located just South of 1505 N.Grand | Per Site | \$1.58 | \$ 7,584.00 | Per Site | \$1.85 | \$ 8,325.00 |
| Total | | | \$ 37,604.00 | | | \$ 39,800.00 |
| E-Verify | | NO | | | YES | |
| Anti-Collusion Statement | | YES | | | YES | |
| Bid Bond | | No, 5% check in Lieu of Bid Bond | | | No, 5% check in Lieu of Bid Bond | |

City of Sedalia

TELEPHONE (660) 827-3000



MUNICIPAL BUILDING
200 SOUTH OSAGE AVENUE
SEDALIA, MISSOURI 65301

FAX (660) 827-7800

TO: Mayor Elaine Horn
City Council

FROM: Pam Burlingame, Finance Director

Date: June 12, 2013

RE: Depository of City Funds

The City solicits bids to local banks for the Depository of City Funds every three years with a two year optional extension.

It is my recommendation and request that we continue with Third National Bank for the two year extension.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE FINAL PLAT FOR MENARDS PLAZA PLAT 2, AN ADDITION TO THE CITY OF SEDALIA, MISSOURI, AND BEING A RE-PLAT OF LOTS 7 THROUGH 10 OF MENARDS PLAZA, AND DEDICATING PUBLIC UTILITY AND ROADWAY EASEMENTS AS SHOWN ON SAID PLAT TO PUBLIC USE.

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

Section 1. The final plat of Menards Plaza Plat 2, an addition to the City of Sedalia, Missouri, and being a re-plat of Lots 7 through 10 of Menards Plaza, a copy of which is attached to this ordinance and incorporated herein by reference along with all other documents required under Section 52-37 of the Code of Ordinances of the City of Sedalia, Missouri, all referred to as Exhibit "A", having been approved by the Planning & Zoning Commission on June 5, 2013 by a 7 Yes and 0 No vote and thereafter received and considered by the City Council is hereby approved as set forth above.

Section 2. The legal description for the above subdivision is as follows:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED BY REFERENCE.

Section 3. The property shall be assigned a M-1 Light Industrial zoning as shown on the final plat approved by the Planning and Zoning Commission on June 5, 2013.

Section 4. The public utility and roadway easements as shown on the said plat are hereby dedicated to the public use.

Section 5. This ordinance shall be in full force and effect from and after its passage and approval.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 17th day of June, 2013.

Presiding Officer of the Council

Approved by the Mayor of said City this 17th day of June, 2013.

Mary Elaine Horn, Mayor

ATTEST:

Arlene Silvey, MRCC
City Clerk

EXHIBIT A

A REPLAT OF LOTS 7, 8, 9, & 10 OF MENARDS PLAZA, RECORDED AS DOCUMENT #2008-5033, IN PLAT CABINET A, PAGES 345-346, BEING LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER BOTH IN SECTION 36, TOWNSHIP 46 NORTH, RANGE 22 WEST OF THE 5TH PRINCIPAL MERIDIAN, SEDALIA, PETTIS COUNTY, MISSOURI, AND BEING PART OF THE TRACT DESCRIBED BY WARRANTY DEED RECORDED IN BOOK 2008, PAGE 3706 AND CONTAINING 6.64 ACRES.

City of Sedalia



MUNICIPAL BUILDING
P.O. BOX 1707
SEDALIA, MISSOURI 65302-1701

TELEPHONE (660) 827-3000
FAX (660) 827-3885

Applicant: Menard, Inc., 5101 Menard Drive, Eau Claire, WI 54703-9625

Subject Property Location: Lots 7, 8, 9, and 10 of Menards Plaza.

Description of Request: Request to approve preliminary and final plat that will create Menards Plaza Plat 2. The subdivision will consist of two lots with a gross acreage of 6.64 acres. The property is zoned M-1 Light Industrial.

Staff Review: This is a re-plat of Lots 7, 8, 9, and 10 of the existing Menards Plaza. The preliminary and final plat has been reviewed by the City Engineer with no items noted.

Staff Recommendation: Staff recommends approval of the preliminary and final plat.

Should you have any questions or concerns regarding this advisory or the request described herein, please do not hesitate to contact me.

Submitted by: Andrew S. Burt, Building Official
(660) 827-3000 ext. 148

A handwritten signature in black ink, appearing to read "ASB", is written over the typed name of Andrew S. Burt.

May 29, 2013

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND DUKE'S ROOT CONTROL, INC. FOR THE CHEMICAL ROOT CONTROL OF THE CITY OF SEDALIA, MISSOURI SANITARY SEWER COLLECTION SYSTEM.

WHEREAS, The City of Sedalia, Missouri, received a proposal from Duke's Root Control, Inc.; and

WHEREAS, under the proposal, the City of Sedalia, Missouri, shall give the sum and amount of Fifteen Thousand Six Hundred Seventy-eight Dollars (\$15,678.00) to Duke's Root Control, Inc. for the chemical root control of the City of Sedalia, Missouri sanitary sewer collection system contained in Project No. 2013-06, dated May 1, 2013 as described in the proposed agreement attached as Exhibit A and incorporated by reference as though the proposed agreement were set forth herein.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts the agreement by and between the City of Sedalia, Missouri, and Duke's Root Control, Inc. in substantively the same form and content as the agreement has been proposed.

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 17th day of June 2013.

Presiding Officer of the Council

Approved by the Mayor of said City this 17th day of June 2013.

ATTEST:

Mary Elaine Horn, Mayor

Arlene Silvey, MRCC City Clerk

CITY OF
SEDALIA, MISSOURI

NOTICE TO CONTRACTORS
PROPOSAL, CONTRACT, BOND, AND SPECIFICATIONS
FOR
ROOT CONTROL PROJECT

PROJECT NO. 2013 - 06

MAY 1, 2013

BIDDER: Duke's Root Control, Inc.
1020 Hiawatha Blvd. West

ADDRESS: SYRACUSE, N.Y. 13204

TELEPHONE NUMBER: 315 - 472 - 4781

DATE: May 17, 2013

PROPOSAL

TO THE CITY OF SEDALIA, MISSOURI:

Pursuant to and in compliance with the Notice to Contractors and having examined the plans and specifications with related documents and the site(s) of the proposed work, the undersigned bidder proposes and agrees, if this proposal is accepted, to furnish all labor, materials, tools, supplies, equipment and supervision and to do all other work necessary for the **ROOT CONTROL, Project 2013-06, dated May 1, 2013**, as noted in these contract documents for the following price(s):

Item Estimated

Please see the tables listed below to determine the bid price for each pipe size.

| Pipe Size | Footage | Unit Price | Total Amount |
|-------------------------|---------|------------|--------------|
| 8" Sanitary Sewer Pipe | 10,300' | \$ 1.34 | \$ 13,802.00 |
| 10" Sanitary Sewer Pipe | 1,250' | \$ 1.34 | \$ 1,675.00 |
| 12" Sanitary Sewer Pipe | 150' | \$ 1.34 | \$ 201.00 |

TOTAL AMOUNT OF BID: \$ 15,678.00

In the event that additions to the work covered by this proposal are required, the undersigned hereby proposes and agrees that the following unit prices will prevail for the following additions:

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

| | |
|--------------------------|-----------------------|
| Addendum No. <u>NONE</u> | Dated: <u>5-20-13</u> |
| Addendum No. _____ | Dated: _____ |
| Addendum No. _____ | Dated: _____ |
| Addendum No. _____ | Dated: _____ |

The undersigned agrees, if this proposal is accepted, to complete the work within **a period of 60 calendar days** from the date of the Notice to Proceed.

NAME OF BIDDER: Duke's Root Control, Inc.

BY: [Signature]

TITLE: Vice President

ADDRESS: 1020 Hiawatha Blvd. West
Syracuse, N.Y. 13204

DATE: May 17, 2013

CONTRACT AGREEMENT

STATE OF MISSOURI
COUNTY OF PETTIS

THIS AGREEMENT AND INDENTURE MADE AND ENTERED INTO THIS, the _____ day of _____, 2013 by and between the CITY OF SEDALIA, MISSOURI.

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

WITNESSETH:

THAT, WHEREAS, the City has heretofore caused to be prepared certain contract documents for furnishing material, personnel and performing work therein fully described, and the Contractor did, on the _____ day of _____, 2013 file with the City a copy of said contract documents together with his offer and proposal to furnish said material and perform said work at the terms therein fully stated and set forth; and,

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

IT IS, THEREFORE, AGREED:

1. That a copy of said contract documents filed as aforesaid be attached hereto and that the same do in all particulars become the agreement and contract between the parties hereto in all matters and things set forth therein and described; and further, that both parties hereby accept and agree to the terms and conditions of said contract documents so filed for the **ROOT CONTROL PROJECT, Project 2013-06, dated May 1, 2013,**
2. The Contract Documents hereto annexed are made a part of this agreement and contract as fully and absolutely as if herein set out.
3. This contract is executed in four (3) copies.

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

ATTEST:

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

City Clerk

BY: _____
Gary Edwards
City Administrator

SEAL

(If a corporation)

ATTEST: _____
Secretary

SIGNATURE OF CONTRACTOR
(Party of the second part)

CONTRACTOR:

(CORPORATE SEAL)

BY: _____
(Name & Title)

(If an individual or partnership)

CONTRACTOR: _____
BY: _____
(Name & Title)

STATE OF _____

COUNTY OF _____

On this ____ day of _____, 2013 before me personally appeared _____ to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in _____, the day and year first above written.

Notary Public

My Commission Expires:

AFFIDAVIT

COMPLIANCE WITH THE WORK AUTHORIZATION LAW
(as required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE:

Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM:

Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employee, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY:

A person acts knowingly or with knowledge,

- (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN:

An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

Before me, the undersigned Notary Public, in and for the County of _____, State of _____, personally came and appeared _____
(Name)

_____, of the _____,
(Position) (Name of the Company)

(a corporation) (a partnership) (a proprietorship) and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 285.530 (2) Missouri Revised Statutes, have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements.

Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and _____.

Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

ROOT CONTROL PROJECT, PROJECT NO. 2013-06

located at in Sedalia, Pettis County, Missouri, and completed on the _____ day of _____, 20____.

(Signature)

Subscribed and sworn to me this _____ day of _____, 20____.

My Commission expires: _____

Notary Public

PLEASE NOTE:

Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

- (1) A valid, completed copy of the first page identifying the Contractor; and
- (2) A valid copy of the signature page completed and signed by the Contractor, the Social Security Administration, and the Department of Homeland Security – Verification Division.

WAGE RATE STIPULATIONS:

- A. The Contractor and each subcontractor shall keep an accurate record showing the names and occupations of all workmen employed, together with actual wages paid to each workman. At all reasonable hours, such records shall be open to inspection by representatives of the City of Sedalia and the Missouri Division of Labor Standards.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND APAC-MISSOURI, INC. FOR THE MILL AND OVERLAY OF VARIOUS CITY STREETS.

WHEREAS, The City of Sedalia, Missouri, received a proposal from APAC-Missouri, Inc.; and

WHEREAS, under the proposal, the City of Sedalia, Missouri, shall give the sum and amount of One Hundred Eighty-four Thousand Nine Hundred Dollars (\$184,900.00) to APAC-Missouri, Inc. for the mill and overlay of various City streets contained in Project No. 2013-08, dated May 3, 2013 as described in the proposed agreement attached as Exhibit A and incorporated by reference as though the proposed agreement were set forth herein.

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

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

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 17th day of June 2013.

Presiding Officer of the Council

Approved by the Mayor of said City this 17th day of June 2013.

ATTEST:

Mary Elaine Horn, Mayor

Arlene Silvey, MRCC
City Clerk

CITY OF
SEDALIA, MISSOURI

NOTICE TO CONTRACTORS
PROPOSAL, CONTRACT, BOND, AND SPECIFICATIONS
FOR
MILL AND OVERLAY OF VARIOUS STREETS

PROJECT NO. 2013-08

MAY 3, 2013

BIDDER: APAC-Missouri, INC.

ADDRESS: 1591 East Prathersville Rd.

TELEPHONE NUMBER: 573-449-0886

DATE: 5/30/13

PROPOSAL

TO THE CITY OF SEDALIA, MISSOURI:

Pursuant to and in compliance with the Notice to Contractors and having examined the plans and specifications with related documents and the site(s) of the proposed work, the undersigned bidder proposes and agrees, if this proposal is accepted, to furnish all labor, materials, tools, supplies, equipment and supervision and to do all other work necessary for the **MILL AND OVERLAY OF VARIOUS STREETS, Project 2013-08, dated May 3, 2013**, as noted in these contract documents for the following price(s):

| Item No. | Description | Unit | Estimated Quantity | Unit Cost | Amount |
|----------|---|------|--------------------|-----------|--------------|
| | 3RD STREET: LIMIT TO PARK | | | | |
| | 2" Milling of Asphalt | SY | 10,000 | \$ 1.20 | \$ 12,000.00 |
| | 2" Overlay | TON | 1,300 | \$ 71.00 | \$ 92,300.00 |
| | GRAND AVENUE: BROADWAY TO 16TH | | | | |
| | 2" Milling of Asphalt | SY | 8,000 | \$ 1.20 | \$ 9600.00 |
| | 2" Overlay | TON | 1,000 | \$ 71.00 | \$ 71,000.00 |

TOTAL AMOUNT OF BID: \$ 184,900.00

In the event that additions to the work covered by this proposal are required, the undersigned hereby proposes and agrees that the following unit prices will prevail for the following additions:

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

Addendum No. None Dated: _____
 Addendum No. _____ Dated: _____
 Addendum No. _____ Dated: _____

The undersigned agrees, if this proposal is accepted, to complete the work within a period of 30 calendar days from the date of the Notice to Proceed.

NAME OF BIDDER: APAC - Missouri, INC.

BY: JOSH DAVIS
 TITLE: Area Manager
 ADDRESS: 1591 EAST Prathersville Rd. Columbia, MO
 DATE: 5/30/13

CONTRACT AGREEMENT

STATE OF MISSOURI
COUNTY OF PETTIS

THIS AGREEMENT AND INDENTURE MADE AND ENTERED INTO THIS, the _____ day of _____, 2013 by and between the CITY OF SEDALIA, MISSOURI.

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

WITNESSETH:

THAT, WHEREAS, the City has heretofore caused to be prepared certain contract documents for furnishing material, personnel and performing work therein fully described, and the Contractor did, on the _____ day of _____, 2013 file with the City a copy of said contract documents together with his offer and proposal to furnish said material and perform said work at the terms therein fully stated and set forth; and,

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

IT IS, THEREFORE, AGREED:

1. That a copy of said contract documents filed as aforesaid be attached hereto and that the same do in all particulars become the agreement and contract between the parties hereto in all matters and things set forth therein and described; and further, that both parties hereby accept and agree to the terms and conditions of said contract documents so filed for the **MILL AND OVERLAY OF VARIOUS STREETS, Project 2013-08, dated May 3, 2013,**
2. The Contract Documents hereto annexed are made a part of this agreement and contract as fully and absolutely as if herein set out.
3. That the wages paid under this contract shall be not less than the prevailing rate of wages as determined by the Missouri State Division of Labor Standards.
4. This contract is executed in four (4) copies.

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

ATTEST:

City Clerk

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

BY: _____
Gary Edwards
City Administrator

SEAL

(If a corporation)

ATTEST: _____
Secretary

SIGNATURE OF CONTRACTOR
(Party of the second part)

CONTRACTOR:

(CORPORATE SEAL)

BY: _____
(Name & Title)

(If an individual or partnership)

CONTRACTOR: _____
BY: _____
(Name & Title)

STATE OF _____

COUNTY OF _____

On this ____ day of _____, 2013 before me personally appeared _____ to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in _____, the day and year first above written.

Notary Public

My Commission Expires:

AFFIDAVIT

COMPLIANCE WITH THE WORK AUTHORIZATION LAW
(as required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE:

Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM:

Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employee, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY:

A person acts knowingly or with knowledge,

- (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN:

An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

Before me, the undersigned Notary Public, in and for the County of _____, State of _____, personally came and appeared _____
(Name)

_____, of the _____,
(Position) (Name of the Company)

(a corporation) (a partnership) (a proprietorship) and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 285.530 (2) Missouri Revised Statutes, have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements.

Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and _____.

Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

MILL AND OVERLAY OF VARIOUS STREETS, PROJECT NO. 2013-08 located at in Sedalia, Pettis County, Missouri, and completed on the _____ day of _____, 2013.

(Signature)

Subscribed and sworn to me this _____ day of _____, 2013.

My Commission expires: _____

Notary Public

PLEASE NOTE:

Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

- (1) A valid, completed copy of the first page identifying the Contractor; and
- (2) A valid copy of the signature page completed and signed by the Contractor, the Social Security Administration, and the Department of Homeland Security – Verification Division.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND BRAIK BROTHERS TREE CARE AND GREEN WASTE RECYCLING, LLC FOR YARD WASTE GRINDING #4 PROJECT.

WHEREAS, The City of Sedalia, Missouri, has received a bid from Braik Brothers Tree Care and Green Waste Recycling, LLC; and

WHEREAS, under the bid, the City of Sedalia, Missouri, shall give the sum and amount of Thirty Seven Thousand Six Hundred Four dollars (\$37,604.00) to Braik Brothers Tree Care and Green Waste Recycling, LLC for Yard Waste Grinding, Project 2013 – 07, dated April 15, 2013, as described in the proposed agreement and bid documents, all attached hereto as Exhibit A and incorporated by reference.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts the agreement by and between the City of Sedalia, Missouri, and Braik Brothers Tree Care and Green Waste Recycling, LLC, as contained in Exhibit A attached, in substantively the same form and content as the agreement has been proposed.

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 17th day of June 2013.

Presiding Officer of the Council

Approved by the Mayor of said City this 17th day of June 2013.

ATTEST:

Mary Elaine Horn, Mayor

Arlene Silvey, MRCC
City Clerk

CITY OF
SEDALIA, MISSOURI

NOTICE TO CONTRACTORS
PROPOSAL, CONTRACT, BOND, AND SPECIFICATIONS
FOR
YARD WASTE GRINDING #4

PROJECT NO. 2013-07

April 15, 2013

BIDDER: BRAIK BROTHERS TREE CARE

ADDRESS: 8378 I-70 DR. SE, COLUMBIA, MO 65201

TELEPHONE NUMBER: 573-474-7336

DATE: 4-13-13

PROPOSAL

TO THE CITY OF SEDALIA, MISSOURI:

Pursuant to and in compliance with the Notice to Contractors and having examined the plans and specifications with related documents and the site(s) of the proposed work, the undersigned bidder proposes and agrees, if this proposal is accepted, to furnish all labor, materials, tools, supplies, equipment and supervision and to do all other work necessary for the **YARD WASTE GRINDING #4, Project 2013-07, dated April 15, 2013**, as noted in these contract documents for the following price(s):

| Item No. | Description | Unit | Unit Cost | Amount |
|----------|--|----------|-------------------------------|-----------|
| 1 | Lot located ¼ mile south of Drop Site on west side of New York | Per Site | \$ 1.58 ^{CUBIC YARD} | \$ 4,740 |
| 2 | Yard Waste Grinding at City of Sedalia Yard Waste Drop Site – 1604 E. 28 th Street, Sedalia, MO 65301 | Per Site | \$ 1.58 ^{CUBIC YARD} | \$ 25,280 |
| 3 | Lot Located just South of 1505 N. Grand (see map) | Per Site | \$ 1.58 | \$ 7,584 |

Note, all costs to locate equipment to site, remove equipment from site, fuel, and labor are to be included and incorporated into the rate.

TOTAL AMOUNT OF BID: \$ 37,604

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

| | |
|--------------------|--------------|
| Addendum No. _____ | Dated: _____ |

The undersigned agrees, if this proposal is accepted, to complete the work within a period of 30 calendar days from the date of the Notice to Proceed.

NAME OF BIDDER: BRAIK BROTHERS TREE CARE

BY: ROCKY MEO

TITLE: SALES

ADDRESS: 2378 I-70 PL. SE, COLAMA, MO 65201

DATE: 9-28-13

CONTRACT AGREEMENT

STATE OF MISSOURI
COUNTY OF PETTIS

THIS AGREEMENT AND INDENTURE MADE AND ENTERED INTO THIS, the _____ day of _____, 2013 by and between the CITY OF SEDALIA, MISSOURI.

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

WITNESSETH:

THAT, WHEREAS, the City has heretofore caused to be prepared certain contract documents for furnishing material, personnel and performing work therein fully described, and the Contractor did, on the _____ day of _____, 2013 file with the City a copy of said contract documents together with his offer and proposal to furnish said material and perform said work at the terms therein fully stated and set forth; and,

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

IT IS, THEREFORE, AGREED:

1. That a copy of said contract documents filed as aforesaid be attached hereto and that the same do in all particulars become the agreement and contract between the parties hereto in all matters and things set forth therein and described; and further, that both parties hereby accept and agree to the terms and conditions of said contract documents so filed for the **Yard Waste Grinding #4, Project 2013-07, dated April 15, 2013**,
2. The Contract Documents hereto annexed are made a part of this agreement and contract as fully and absolutely as if herein set out.
3. That the wages paid under this contract shall be not less than the prevailing rate of wages as determined by the Missouri State Division of Labor Standards.
4. This contract is executed in four (4) copies.

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

ATTEST:

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

City Clerk

BY: _____
Gary Edwards
City Administrator

SEAL

(If a corporation)

ATTEST: _____
Secretary

SIGNATURE OF CONTRACTOR
(Party of the second part)

CONTRACTOR:

(CORPORATE SEAL)

BY: _____
(Name & Title)

(If an individual or partnership)

CONTRACTOR: _____
BY: _____
(Name & Title)

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2013 before me personally appeared _____ to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in _____, the day and year first above written.

Notary Public

My Commission Expires:

AFFIDAVIT

COMPLIANCE WITH THE WORK AUTHORIZATION LAW
(as required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE:

Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM:

Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employee, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY:

A person acts knowingly or with knowledge,

- (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN:

An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

Before me, the undersigned Notary Public, in and for the County of _____, State of _____, personally came and appeared _____
(Name)

_____, of the _____,
(Position) (Name of the Company)

(a corporation) (a partnership) (a proprietorship) and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 285.530 (2) Missouri Revised Statutes, have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements.

Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and _____.

Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

YARD WASTE GRINDING #4, PROJECT NO. 2013-07

located at in Sedalia, Pettis County, Missouri, and completed on the _____ day of _____, 20____.

(Signature)

Subscribed and sworn to me this _____ day of _____, 20____.

My Commission expires: _____

Notary Public

PLEASE NOTE:

Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

- (1) A valid, completed copy of the first page identifying the Contractor; and
- (2) A valid copy of the signature page completed and signed by the Contractor, the Social Security Administration, and the Department of Homeland Security – Verification Division.

WAGE RATE STIPULATIONS:

- A. The BID, CONTRACT, and BONDS shall be based upon the required payment by the Contractor and his subcontractors of not less than the prevailing hourly rate of wages, including the prevailing rate for legal holidays and overtime work, for each craft or type of workman required to execute the contract, as determined now or hereafter by the Missouri Division of Labor Standards on behalf of the Department of Labor and Industrial Relations.
- B. The Contractor and each subcontractor shall comply with all requirements of the prevailing wage law of the State of Missouri, Sections 290.210 through 290.340 RSMo 1959, as amended 1987.
- C. The Contractor and each subcontractor shall keep an accurate record showing the names and occupations of all workmen employed, together with actual wages paid to each workman. At all reasonable hours, such records shall be open to inspection by representatives of the City of Sedalia and the Missouri Division of Labor Standards.
- D. The Contractor shall forfeit as a penalty to the City, ten dollars for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any work done under this contract, by him or any subcontractor under him.
- E. A facsimile of Form PW 1000 of the Missouri Division of Labor Standards is included in the LABOR-RELATED REGULATIONS.

WAGE RATE DETERMINATIONS:

The State of Missouri wage rate determinations are published hereafter.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SEDALIA, MISSOURI REPEALING ORDINANCE #9676 AND #9677 BY REMOVING "15 MINUTE" PARKING RESTRICTIONS IN FRONT OF 122 SOUTH OHIO AVENUE AND AT THE NORTHWEST CORNER OF SECOND STREET AND SOUTH OHIO AVENUE IN THE CITY OF SEDALIA, MISSOURI.

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

Section 1. Ordinances #9676 and #9677 are hereby repealed as the business requesting said 15 minute parking signs is no longer in business at the 122 South Ohio Avenue address.

Section 2. The City Street Department is ordered to remove the 15 Minute Parking signs accordingly and the City Clerk is ordered to modify the City's Master Schedule of Traffic Restrictions accordingly.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 17th day of June 2013.

Presiding Officer of the Council

Approved by the Mayor of said City this 17th day of June 2013.

Mary Elaine Horn, Mayor

ATTEST:

Arlene Silvey, MRCC
City Clerk

TRAFFIC ADVISORY COMMISSION REQUEST / SUGGESTION SUBMISSION FORM

Date Submitted: 5 / 3 / 2013

Submitter=s Name: Larry Stevenson

Submitter=s Address: 856 Brentwood Avenue
Sedalia, MO 65301

Submitter=s Phones: 660-826-2396

Request / Suggestion: Removal of the 15 minute parking space in from of 122 S. Ohio established by Ordinance no. 9676 and the removal of the 15 minute parking space on Second Street immediately adjacent west of S. Ohio at the northwest corner of 2nd Street and Ohio established by Ordinance no. 9677.

Reason needed / benefit anticipated: These spaces were requested by the owner of Wine and More to accommodate the customers. Wine and More has moved so they are not needed.

TRAFFIC ADVISORY COMMISSION REVIEW

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

15th day, May, 2013 by a vote of 4 to 0.

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

Attested to by Commission Chairman: Donna Hemmrich 5/15/2013

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ADDING ARTICLE V, SECTIONS 12-401 TO 12-418, TO CHAPTER 12 OF THE CODE OF ORDINANCES FOR THE CITY OF SEDALIA, MISSOURI, KNOWN AS THE SEDALIA CLEAN AIR INDOOR ACT OF 2013.

WHEREAS, the State of Missouri enacted the Indoor Clean Air Act in 1992, found at Sections 191.765, et seq. RSMo, which allows cities, including the City of Sedalia to enact similar or more stringent ordinances that the Act provides for; and

WHEREAS, the purpose of this ordinance to reduce the effects of secondhand smoke exposure upon employees, children and citizens in our communities' businesses and public places.

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

Section 1. New Article V of Chapter 12 of the Code of Ordinances of the City of Sedalia, Missouri, which reads as follows:

“ARTICLE V. CLEAN INDOOR AIR ACT

Sec. 12-401. - Title.

This article shall be known as the Clean Indoor Air Act of 2013, which shall be shown in the Index to the Code of Ordinances as the Clean Indoor Air Act.

Sec. 12-402. - Inclusion in the Code of Ordinances.

It is hereby ordained that the provisions of this article shall become and be made a part of the Code of Ordinances for the City of Sedalia, Missouri.

Sec. 12-403. - Definitions.

The following words and phrases, whenever used in this article, shall be as defined as follows:

Bar means any licensed establishment which serves liquor on the premises and which the serving of food is only incidental to the consumption of those beverages.

Business means a sole proprietorship, partnership, joint venture, corporation, or other business entity formed for profit-making purposes, including retail establishments where goods or services are sold as well as professional corporations and other entities where legal, medical, dental, engineering, architectural, or other professional services are delivered.

E-cigarette means any electric oral device, such as one composed of a heating element, battery, and/or electronic circuit, which provides a vapor of nicotine or any other substances, and the use or inhalation of which simulates smoking. The term shall include any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, or any other product name or descriptor.

Employee means any person who performs services for an employer, with or without compensation.

Employer means a person, partnership, association, corporation, trust, or other organized group of individuals, including the City or any agency thereof, which utilizes the services of one or more employees.

Enclosed area means all space between a floor and ceiling that is enclosed on all sides by walls or windows (exclusive of doorways).

Health care facility means an office or institution providing care or treatment of diseases, whether physical, mental, or emotional, or other medical, physiological, or psychological conditions, including but not limited to hospitals, rehabilitation hospitals or other clinics, including weight control clinics, nursing homes, homes for the aging or chronically ill, laboratories, and offices of physicians, chiropractors, physical therapists, dentists, and all specialists within these professions. This definition shall include all waiting rooms, hallways, private rooms, semiprivate rooms, and wards within health care facilities.

Other person in charge means the agent of the proprietor authorized to give administrative directions to and general supervision of the activities within the public place, work place or public meeting at any given time.

Place of employment means an area under the control of a public or private employer that employees normally frequent during the course of employment, including but not limited to work areas, employee lounges, restrooms, conference rooms, meeting rooms, classrooms, employee cafeterias, hallways, and vehicles. A private residence is not a "place of employment" unless it is used as a licensed child care, licensed adult day care, or licensed health care facility.

Proprietor means the party who ultimately controls, governs or directs the activities within the public place, work place or public meeting, regardless of whether he is the owner or lessor of such place or site. The term does not mean the owner of the property unless he ultimately controls, governs or directs the activities within the public place or public meeting. The term "proprietor" shall apply to a corporation as well as an individual.

Private club shall mean a not-for-profit organization whether incorporated or not, under the laws of the State of Missouri, for fraternal or social purposes or for a congressionally chartered veterans' organization, which has a defined membership and restricts admission to members of the club and their guests.

- A. Private club shall not include an establishment that is open to members of the general public upon payment of a nominal fee.
- B. In addition, a "private club" must meet the following requirements:
 1. The establishment must have a defined membership. This means:

- a. It must have a written definition and description of its membership policies, including a description of eligibility for membership, and must administer its membership system consistent with those policies;
 - b. It must structure its memberships so as to provide for membership status to be ongoing for a period of no less than one year, as opposed to onetime, weekly or incidental memberships; and
 - c. It must maintain a written list of current members.
2. The establishment must charge a fee for membership in an amount intended to defray the ongoing cost of providing services to members (not a "cover charge" intended to pay for a single night or week's entertainment). Continued and ongoing payment of the membership fee must be required in order to maintain membership.
 3. The establishment must restrict admission to its premises to only members and a limited number of invited guests who are accompanied by members. The establishment must not be open to the general public, although infrequent, occasional public functions may be permissible so long as they constitute an insignificant proportion of the establishment's operation and so long as smoking is prohibited during any such public function.
 4. The organization cannot restrict its membership on the basis of race, color, creed, religion or national origin. Any private club's exemption from the smoke-free provisions of this article does not apply when such organization is established to avoid compliance with this article.
 5. The organization is directed by a board of directors, executive committee, or other similar body chosen by the members at a meeting held for that purpose. No member, officer, agent, or employee shall receive any profit from the distribution or sale of beverages to the members of the club, or their guests, beyond a reasonable salary or wage fixed and voted upon each year by the governing body.
 6. A private club shall be considered a "public place" when it is the site of a meeting, event or activity that is open to the public, including but not limited to operating a bingo facility.

Public meeting means a gathering in person of members or a governmental body, whether an open or closed session, as defined in Chapter 610 RSMO.

Public place means an enclosed area to which the public is invited or in which the public is permitted, including but not limited to banks, bars, educational facilities, health care facilities, laundromats, public transportation facilities, reception areas, restaurants, food production and marketing establishments, retail service establishments, retail stores, commercial establishments, private clubs, shopping malls, sports arenas, theaters, and waiting rooms. A private residence is not a "public place" unless it is used as a licensed child care, licensed adult day care, or licensed health care facility.

Restaurant means an eating establishment, including but not limited to coffee shops, cafeterias, sandwich stands, and private and public school cafeterias, which gives or offers for sale food to the public, guests, or employees, as well as kitchens and catering facilities in which

food is prepared on the premises for serving elsewhere. The term "restaurant" shall include a bar area within the restaurant.

Retail tobacco store means a retail store used primarily for the sale of smoking materials and smoking accessories in which the sale of other products is incidental and where smoking is permitted within the public place. "Retail tobacco store" does not include a tobacco department of a larger commercial establishment such as a department store, discount store, or bar or retail stores used primarily for the sale of smoking materials where no provisions for smoking within the public place are provided or permitted.

Service line means an indoor line in which one or more persons are waiting for or receiving service of any kind, whether or not the service involves the exchange of money.

Shopping mall means an enclosed public walkway or hall area that serves to connect retail or professional establishments.

Smoking means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, or other tobacco product. "Smoking" does not include the use of an e-cigarette.

Sports arena means sports pavilions, stadiums, gymnasiums, health spas, boxing arenas, swimming pools, roller and ice rinks, bowling alleys, and other similar places where members of the general public assemble to engage in physical exercise, participate in athletic competition, or witness sports or other events.

Sec. 12-404. - Application of this article to City-owned facilities, parks and vehicles.

Smoking shall be prohibited in all enclosed facilities, including buildings owned or operated by the City, all city parks and all city vehicles and shall be enforced according to the provisions of this article.

Sec. 12-405. - Prohibition of smoking in enclosed public places.

Smoking shall be prohibited in all enclosed public places within the City, including but not limited to the following places:

- A. Aquariums, galleries, libraries, and museums.
- B. Areas available to and customarily used by the general public in businesses and non-profit entities patronized by the public, including but not limited to professional offices, banks, laundromats, hotels, and motels.
- C. Bars.
- D. Bingo facilities.
- E. Convention facilities.
- F. Elevators.
- G. Facilities primarily used for exhibiting a motion picture, stage, drama, lecture, musical recital, or other similar performance.
- H. Health care facilities.

- I. Licensed child care and adult day care facilities.
- J. Lobbies, hallways, and other common areas in apartment buildings, condominiums, trailer parks, retirement facilities, nursing homes, and other multiple-unit residential facilities.
- K. Polling places.
- L. Public transportation facilities, including buses and taxicabs under the authority of the City, and ticketing, boarding, and waiting areas of public transit depots.
- M. Restaurants.
- N. Restrooms, lobbies, reception areas, hallways, and other common-use areas.
- O. Retail stores.
- P. Rooms, chambers, places of meeting or public assembly, including school buildings, under the control of an agency, board, commission, committee or council of the City or a political subdivision of the State when a public meeting is in progress, to the extent the place is subject to the jurisdiction of the City.
- Q. Service lines.
- R. Shopping malls.
- S. Sports arenas, including enclosed places in outdoor arenas.
- T. Pool halls and billiard parlors.
- U. Subdivision homeowners' association facilities.

Sec. 12-406. - Prohibition of smoking in places of employment.

- A. Smoking shall be prohibited in all enclosed facilities within places of employment. This includes common work areas, auditoriums, classrooms, conference and meeting rooms, private offices, elevators, hallways, medical facilities, cafeterias, employee lounges, stairs, restrooms, vehicles, and all other enclosed facilities. Smoking is not prohibited in vehicles if occupied exclusively by the driver, or if all passenger(s) are smokers who consent.
- B. Smoking is not prohibited in the place of employment of a sole proprietor with no other employee(s) or in a place of employment of any individual who is the sole employee at a facility to which the public is not invited nor in which the public is permitted, provided such place of employment is located in a freestanding structure occupied solely by the business or:
 1. Is completely enclosed on all sides by solid walls extending from the floor to the underside of the floor or roof deck above;
 2. Complies with all applicable fire and building code requirements; and
 3. Has a separate ventilation system whereby the air from such space is immediately exhausted to an outdoor area rather than being recirculated inside, and is negatively

pressurized to prevent back streaming of second-hand smoke into adjoining areas located in a freestanding structure.

Sec. 12-407. – Prohibition of Smoking in Outdoor Public Places

Smoking shall be prohibited in the following outdoor public places:

- A. Within a reasonable distance of 20 feet outside entrances, operable windows, and ventilation systems of enclosed areas where smoking is prohibited, so as to prevent smoke from entering those areas.
- B. In, and within 20 feet of, bleachers and grandstands for use by spectators at sporting and other public events.
- C. In, and within 20 feet of, all outdoor playgrounds.
- D. In and within all City parks [except within any vehicle parked in the parks' parking lot].

Sec. 12-408. - Where smoking not regulated.

Notwithstanding any other provision of this article to the contrary, the following areas shall be exempt from the provisions of Sections 12-404 to 12-408:

- A. Private residences, except when used as a licensed child care, licensed adult day care, or licensed health care facility.
- B. Private vehicles.
- C. Hotel and motel rooms that are rented to guests and are designated as smoking rooms; provided, however, that not more than twenty (20) percent of rooms rented to guests in a hotel or motel may be so designated.
- D. Private and semiprivate rooms in nursing homes and long-term care facilities that are occupied by one or more persons, all of whom are smokers and have requested to the management thereof in writing to be placed in a room where smoking is permitted.
- E. Outdoor areas of places of employment not otherwise prohibited by this ordinance.
- F. Retail tobacco stores as defined in Section 12-403 of this article in operation prior to the effective date of this article. Any new retail tobacco store or any existing retail tobacco store that relocates to another site may only qualify for this exemption if either (a) it is located in a freestanding structure occupied solely by the business or (b) it (i) is completely enclosed on all sides by solid walls extending from the floor to the underside of the floor or roof deck above; (ii) complies with all applicable fire and building code requirements; and (iii) has a separate ventilation system whereby the air from such space is immediately exhausted to an outdoor area rather than being recirculated inside, and is negatively pressurized to prevent back streaming of second-hand smoke into adjoining areas located in a freestanding structure, and (c) it has posted at every entrance signage at a height and location conspicuous to persons entering the establishment, with primary lettering of not less than one inch in height clearly stating:

"WARNING! Secondhand smoke causes coronary heart disease, lung cancer and premature death, according to the Surgeon General of the United States."

Retail tobacco stores as defined in Section 12-403 of this article in operation prior to the effective date of this ordinance shall, however, also be required to post the foregoing-described signage at every entrance at a height and location conspicuous to persons entering the establishment, with primary lettering of not less than one inch in height in order to remain exempt under this section.

- G. Patio areas of any restaurant, bar or other commercial establishment designated by the owner or operator of the business as a smoking area; provided that no more than 50% of the patio area shall be designated as a smoking area and no area shall be designated as a smoking area if it must be crossed to obtain access to a nonsmoking area or a restroom.
- H. Private clubs except when private club is being used for as the site of a meeting, event or activity that is open to the public, including but not limited to operating a bingo facility.

Sec. 12-409. - Declaration of establishment as nonsmoking.

Notwithstanding any other provision of this article, an owner, operator, manager, or other person in control of an establishment, facility, or outdoor area may declare that entire establishment, facility, or outdoor area as a nonsmoking place. Smoking shall be prohibited in any place in which a sign conforming to the requirements of Section 12-411 is posted.

Sec. 12-410. - Posting of signs.

- A. "No Smoking" signs or the international "No Smoking" symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it) shall be clearly and conspicuously posted at every public place and place of employment where smoking is prohibited by this article, by the owner, operator, manager, or other person in control of that place.
- B. Every public place and place of employment where smoking is prohibited by this article shall have posted at every entrance a conspicuous sign clearly stating that smoking is prohibited.
- C. All ashtrays and other smoking receptacles shall be removed from any area where smoking is prohibited by this article by the owner, operator, manager, or other person having control of the area.

Sec. 12-411. - Nonretaliation.

No person or employer shall discharge, refuse to hire or in any manner retaliate against an employee, applicant for employment, or customer because that employee, applicant, or customer exercises any rights afforded by this article, files a complaint or reports a violation of this article.

Sec. 12-412. - Enforcement.

- A. Any person who desires to register a complaint under this article may initiate enforcement with the Sedalia Police Department.
- B. In addition to the remedies provided by the laws of the State of Missouri, and the provisions of this section, the City Administrator or an authorized designee or any person aggrieved by the failure of the owner, operator, manager, or other person in control of a public place or a place of employment to comply with the provisions of this article may apply for injunctive relief to enforce the provisions of this article in any court of competent jurisdiction.
- C. The City Administrator, the Community Development Department or their designees shall, while an establishment is undergoing otherwise mandated inspections, inspect for compliance with this ordinance.
- D. An owner, manager, operator or employee of an area regulated by this ordinance shall direct a person who is smoking in violation of this ordinance to extinguish the product being smoked. If the person does not stop smoking, the owner, manager, operator, or employee shall refuse service and shall immediately ask the person to leave the premises. If the person in violation refuses to leave the premises, the owner, manager, operator, or employee shall contact the Sedalia Police Department.

Sec. 12-413. - Violations and penalties.

- A. Any person who violates this article shall first be given a written warning. If the same person violates this article a second or subsequent time, then the fine schedule as applicable, shall then be applied.
- B. A person who violates this article by smoking in an area where smoking is prohibited by the provisions of this article shall be guilty of an infraction, punishable by a fine not exceeding fifty dollars (\$50.00) for each infraction.
- C. A person who owns, manages, operates, or otherwise controls a public place or place of employment and who fails to comply with the provisions of this article shall be guilty of an infraction, punishable by:
 - 1. A fine not exceeding one hundred dollars (\$100.00) for a first violation.
 - 2. A fine not exceeding two hundred dollars (\$200.00) for a second violation within one (1) year.
 - 3. A fine not exceeding five hundred dollars (\$500.00) for each additional violation within one (1) year.

- D. In addition to the fines established by this section, violation of this article by a person who owns, manages, operates, or otherwise controls a public place or place of employment may result in the suspension or revocation of the business license issued to conduct business at the premises pursuant to Section 12-31 of the Sedalia Code of Ordinances.
- E. Each day on which a violation of this article occurs shall be considered a separate and distinct violation, pursuant to Section 1-14 of the Sedalia Code of Ordinances.

Sec. 12-414. - Public education.

The City Administrator or an authorized designee may engage in a continuing program to explain and clarify the purposes and requirements of this article to citizens affected by it, and to guide owners, operators, and managers in their compliance with it. The program may include publication of a brochure for affected businesses and individuals explaining the provisions of this article.

Sec. 12-415. - Governmental agency cooperation.

The City Administrator or an authorized designee may request other governmental and educational agencies having facilities within the City to establish local operating procedures in cooperation and compliance with this article. This includes urging all Federal, State, City, County and school district agencies to update their existing smoking control regulations to be consistent with this article.

Sec. 12-416. - Other applicable laws.

This article shall not be interpreted or construed to permit smoking where it is otherwise restricted by other applicable laws.

Sec. 12-417. - Liberal construction.

This article shall be liberally construed so as to further its purposes.

Sec. 12-418. - Severability.

If any provision, clause, sentence, or paragraph of this article or the application thereof to any person or circumstances shall be held invalid, that invalidity shall not affect the other provisions of this article which can be given effect without the invalid provision or application, and to this end the provisions of this article are declared to be severable.”

Section 2. This ordinance shall be in full force and effect after its passage and approval and as of September 1, 2013.

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 17th day of June, 2013.

Presiding Officer of the Council

Approved by the Mayor of said City 17th day of June, 2013.

Mary Elaine Horn, Mayor

ATTEST:

Arlene Silvey, MRCC
City Clerk

RESOLUTION NO _____

A RESOLUTION AUTHORIZING THE SEDALIA POLICE DEPARTMENT TO ACT AS AN AGENT FOR THE CITY OF SEDALIA IN THE APPLICATION PROCESS FOR THE 2013 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE LOCAL GRANT (JAG) FROM THE U.S. BUREAU OF JUSTICE AS WELL AS AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF SEDALIA, MISSOURI AND THE COUNTY OF PETTIS, MISSOURI FOR DISTRIBUTION AND USE OF ANY AWARDED FUNDS.

WHEREAS, the City of Sedalia desires to pursue funding available under the Edward Byrne Memorial Justice Assistance Local Grant from the U.S. Bureau of Justice for the purposes of continued development of the operations of the Sedalia Police Department; and

WHEREAS, the City of Sedalia has previously accepted grants from the Bureau of Justice for the purposes as stated above and desires to participate in the 2013 Edward Byrne Memorial Justice Assistance Local Grants; and

WHEREAS, the Sedalia Police Department has a legitimate law enforcement need for these funds if awarded by the Bureau of Justice for the purposes of effective law enforcement; and

WHEREAS, the City of Sedalia, Missouri d/b/a the Sedalia Police Department will work in conjunction with the County of Pettis, Missouri d/b/a Pettis County Sheriff's Department in the distribution and use of any awarded funds, as more fully described in the proposed agreement attached to this resolution and incorporated by reference as though the proposed agreement were set forth herein.

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

Section 1. The Sedalia Police Department is hereby authorized to act as the agent for the City of Sedalia, Missouri in the application process for the 2013 Edward Byrne Memorial Justice Assistance Grants for the purposes of continued enhancement of the Sedalia Police Department's Operation and effectiveness.

Section 2. The Council of the City of Sedalia, Missouri, hereby approves and accepts the agreement by and between the City of Sedalia, Missouri, and the County of Pettis, Missouri, in substantially the same form and content as the agreement has been proposed.

Section 3. The Mayor is authorized and directed to execute and the City Clerk is hereby authorized and directed to attest and fix the seal of the City of Sedalia, Missouri, on the document in substantively the same form and content as they have been proposed.

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

Section 5. This resolution shall be in full force and effect from and after its passage and approval.

PASSED by the Council of the City of Sedalia, Missouri, this 17th day of June 2013.

Presiding Officer of the Council

ATTEST:

Arlene Silvey, MRCC
City Clerk

GMS APPLICATION NUMBER: 2013--MO-DJ

CITY OF SEDALIA)
)
COUNTY OF PETTIS)

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SEDALIA, MO AND THE COUNTY OF PETTIS, MO**

2013 EDWARD BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM

This Agreement is made and entered into this 17th day of June, 2013, by and between The COUNTY of PETTIS, acting by and through its governing body, the County Commissioners, hereinafter referred to as the COUNTY, and the CITY of SEDALIA, acting by and through its governing body, the City Council, hereinafter referred to as the CITY, both of Pettis County, State of Missouri, witnesseth:

WHEREAS, this Agreement is made under the authority of laws of the State of Missouri; and

WHEREAS, each governing body, in performing governmental functions, or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the CITY agrees to provide the COUNTY \$5137.00 from the JAG award, if awarded, for the purposes of enhancing law enforcement in Pettis County; and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of \$5137.00 of JAG funds, if awarded.

Section 2.

COUNTY agrees to use \$5137.00 for the JAG program until 30th day of September 2014.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against the COUNTY other than claims for which liability may be imposed under the Statutes for the State of Missouri.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against the CITY other than claims for which liability may be imposed under the Statutes for the State of Missouri.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF SEDALIA, MO

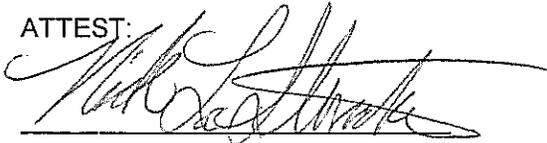
COUNTY OF PETTIS, MO

Mayor Elaine Horn



John C. Meehan, Presiding Commissioner

ATTEST:



ABSTRACT OF PROJECT

APPLICANT: CITY OF SEDALIA, MISSOURI

PROJECT TITLE: Can you hear me now?

1. PROJECT GOALS:

- A. The Project Identifiers included on this grant are:
 - 1. Communications,
 - 2. Officer Safety,
 - 3. Policing
 - 4. Strategic Planning
 - 5. System Improvements

- B. To improve the ability of the officers to communicate with dispatchers during routine and disaster situations.

- C. Improve communication between officers and dispatchers over long distances such as during prisoner transports which will provide a higher level of officer safety.

- D. Provide more reliable radio communications for day-to-day policing operations.

- E. Purchase equipment that improves the Sedalia Police Department's strategic communication plan for disasters.

- F. Provide more reliable communications between deputies and dispatchers.

- G. Allow the Department to join the Missouri Statewide Interoperability Network (MOSWIN), a public safety type radio network, through system improvements and upgrades.

- 2. SOLUTION:** The solution to the problems identified in this proposal is for an additional influx of funds to enhance the operation of the both the Police Department and the Sheriff's Department.

Funds from this grant would be used to assist in the purchase of the following items:

- 1. Equipment interface, two remote radio heads, and installation for dispatch,
- 2. Purchase P25 compliant radio for special response vehicle,
- 3. and additional radio repeater system for the Pettis County Sheriff's

Department.

Since the cost of these appropriations exceeds both Departments budget appropriations, the utilization of grant funds would aid both Departments in replacing and purchasing new equipment creating a more efficient operational environment for both Departments and the citizens that we serve.

3. IMPLEMENTATION: If the Can you hear me now project is funded, the Sedalia Police Department would be responsible for the following:

1. Additional costs associated with the upgrade to the dispatch radio interface and equipment.
2. Installation of the P25 compliant radio for the special response vehicle.

In addition, the Pettis County Sheriff's Department would be responsible for any additional costs for the radio repeater system purchased by grant funds.

The funds for the installation of equipment for the City would be taken from either the Department's Capital expenditure budget or a normal line item in the general budget. The Pettis County Sheriff's Department would be responsible for all installation costs of equipment purchased.

Budget Narrative:

| <u>City of Sedalia Request</u> | <u>Budget Category</u> | <u>Cost</u> |
|--|-------------------------------|--------------------|
| 1. (1) Dispatch radio interface | | \$ 5440.51 |
| 2. (2) P25 compliant radio | | \$ 2266.49 |
| Pettis County Sheriff's Department Request | | |
| 1. Pettis County Sheriff's Department Equipment Radio repeater system | | \$5137.00 |
| TOTAL COST OF EQUIPMENT & INSTALLATION | | \$12844.00 |
| Total Request for JAG Funds | | \$12844.00 |
| Installation and Training Costs for the City of Sedalia | | \$ 0 |
| Installation and Training Costs for Pettis County | | -0- |
| TOTAL FUNDING BUDGET WORKSHEET | | \$12844.00 |

Can You Hear Me Now?

PROGRAM NARRATIVE:

The Sedalia Police Department and the Pettis County Sheriff's Department have continued to survive difficult budget issues over the last several years due to the assistance of Department of Justice Grants. Grants have played a significant role in allowing both departments to purchase items that have become a necessity in providing high quality policing and service to the communities we serve. As both departments continue to evolve, we continue to need assistance with equipment in critical need areas.

One of the targeted tasks of the Can You Hear Me Now project is to provide a better service to the public through the improvement of the equipment utilized by both Departments. The Sedalia Police Department's proposal is to use grant funds to upgrade and provide system improvements to our dispatch consoles. Grant funds will purchase two radio heads and the interface to allow dispatch consoles to broadcast and receive radio transmissions on the Missouri Statewide Interoperability Network (MOSWIN). The utilization of MOSWIN allows the Sedalia Police Department the ability to use the radio network for normal operations. However, it also gives the department a drastic improvement in our strategic plan to provide a redundant backup radio system in case of a disaster. The grant will also provide funds to purchase a P25 compliant radio for our special response vehicle.

Currently, both Departments radio systems are in need of updating. Due to present budget constraints, equipment that needs updating for the general radio operations of both Departments has been reduced. This has made it challenging for law enforcement to find innovative ways to complete the mission of their respective agencies and improve services to the general public.

In addition, the Pettis County budget does not have the funds to purchase new equipment due to the economic climate in Pettis County. Sales tax revenues that fund county and city government have continued to fall. Currently, Pettis County is not able to communicate effectively with outlying police departments or deputies in remote locations. Pettis County plans to use grant funds for a second phase to add a radio repeater system to outlying small communities providing better radio communication for deputies. Currently, if a deputy cannot be reached by radio another law enforcement officer must be sent to locate the deputy. Many times this process takes a substantial amount of time and is a safety concern for deputies in these remote areas.

The equipment requested in this grant application tailors to the needs of both Departments with the purpose of advancing law enforcement in both the City and

County.

A summation of this proposal is as follows:

1. Dispatch radio interface – The budget constraints of the City only allow for limited funds for equipment improvements. There is a need to upgrade the Department's radio interface to allow dispatchers to be able to send and receive radio transmissions on the Missouri Statewide Interoperability Network (MOSWIN).
2. P25 Compliant radio – the purchase of a P25 compliant radio provides communications between the Sedalia Police Department special response vehicle and dispatch. The vehicle currently does not have a police radio.
3. The Pettis County Sheriff's Department will use their funding to assist in the purchase of a radio repeater system to aid in the communication between dispatchers and deputies in remote locations. It will also facilitate the communication between outlying police agencies and Sheriff's deputies.

Review Narrative

The following is the filing and review process that is proposed for the Bureau of Justice Assistance grant.

1. Application Provided to Governing Body June 3, 2013
2. Notice Posted to Public for application June 7, 2013
3. Public Comment & Action by Council June 17, 2013
4. Application Filing (30 day review required) July 8, 2013
5. Application Deadline for filing July 9, 2013

The City of Sedalia and Pettis County will file for Justice Assistance Grant in the amount of \$12,844 to be utilized by both the Sedalia Police Department and the Pettis County Sheriff's Department. The proposed project and its description can be viewed at the Municipal Building, located at 2nd and Osage, Sedalia, MO. and will be posted on June 7, 2013. The stated purpose of the grant is to purchase equipment to enhance the patrol operations of both Departments. Public comments on the application can be directed to the office of the City Clerk on or after June 9, 2013. A formal resolution for the grant application will be presented to the City Council at their regular scheduled meeting to be held on June 17, 2013.

The City proposes that the monies solicited from BJA under the JAG program be utilized for the purpose of enhancing the equipment needs of both the Sedalia Police Department and the Pettis County Sheriff's Department.

For additional information on this grant, contact Commander Matthew Wirt at (660) 827-7823.

Applications for funding are filed with the Bureau of Justice Assistance, Office of the Justice Programs, U.S. Department of Justice. Points of view in these grants are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.

Office of the Mayor

TO: Members of City Council
FROM: Mayor Elaine Horn ^{EH}
DATE: June 12, 2013
RE: Appointments to City Boards and Commissions

I would like to make the following recommendations:

New appointments:

| BOARD | MEMBER | TERM |
|-------------------------|----------------------------------|---------------------------------|
| Library Board | | |
| | John Snelling 1220 S. Barrett | 3 Year Term Expiring 06-2016 |
| Housing Authority Board | | |
| | Bonnie Kemp 2313 Lewis Circle | 4 Year Term Expiring 06-2017 |

Reappointments:

| BOARD | MEMBER | TERM |
|------------|--------------------------------|---------------------------------|
| Park Board | | |
| | Roy Poynter 605 S. Engineer | 3 Year Term Expiring 06-2016 |

City of Sedalia
Department Bills 6-17-2013

| Vendor Name | Invoice Number | Amount |
|---|----------------|--------------|
| 24 HR Signs | 451347 | \$ 22.00 |
| Accounts Receivable Missouri State Fair | 0613 | \$ 605.00 |
| Airgas USA LLC | 9016463353 | \$ 218.89 |
| Al Scheppers Motor Co Inc | 101601 | \$ 789.17 |
| All Makes Machine Inc | KKK6860 | \$ 71.50 |
| Alliance Water Resources Inc | 5656 | \$ 22,111.00 |
| Apac-Missouri Inc | 9000191833 | \$ 465.66 |
| Apac-Missouri Inc | 9000191837 | \$ 280.09 |
| Apac-Missouri Inc | 9000191843 | \$ 229.35 |
| Apac-Missouri Inc | 9000192328 | \$ 417.01 |
| Apac-Missouri Inc | 9000192455 | \$ 104.63 |
| Apac-Missouri Inc | 9000193279 | \$ 116.64 |
| Ascent Aviation Group, Inc. | 104651 | \$ 46.00 |
| Associated Door Co | 33324 | \$ 190.00 |
| AT & T | 0613 | \$ 5,489.24 |
| Auto Masters | 0613 | \$ 112.50 |
| Baker Equipment Company | 513-81 | \$ 250.09 |
| Bell Plumbing Supply Inc | 150372 | \$ 29.36 |
| Bell Plumbing Supply Inc | 150397 | \$ 43.54 |
| Bichsel Jewelry | 001-113981 | \$ 166.00 |
| Blazing Aviation | 5983 | \$ 872.06 |
| Boone Quarries | 85369 | \$ 126.12 |
| Bound Tree Medical Llc | 81088270 | \$ 587.70 |
| Brownfield Oil Co Inc | 103949 | \$ 24,658.53 |
| Central Communications Inc | 378306 | \$ 1,980.00 |
| Central Communications Inc | 424242 | \$ 65.99 |
| Certified Repair Service Llc | 14998 | \$ 75.00 |
| Champion Brands LLC | 442327 | \$ 517.75 |
| Champion Brands LLC | 442330 | \$ 210.20 |
| Champion Brands LLC | 443011 | \$ 477.60 |
| Champion Brands LLC | 443012 | \$ 556.10 |
| Champion Brands LLC | 74066 | \$ (40.00) |
| Champion Brands LLC | 74067 | \$ (20.00) |
| Charter Communications | 0613-19 | \$ 134.35 |
| Cintas Corp #379 | 379818621 | \$ 518.07 |
| Cintas Corp #379 | 379819790 | \$ 633.39 |
| Cintas Corp #379 | 379820925 | \$ 605.80 |
| City Safe & Lock Service | 072029 | \$ 15.75 |
| City Safe & Lock Service | 072035 | \$ 57.00 |
| City Safe & Lock Service | 072051 | \$ 7.75 |
| City Safe & Lock Service | 072070 | \$ 15.75 |
| Clark's Tool & Equipment | 145727 | \$ 37.54 |
| Conrad Fire Equipment Inc | 484010 | \$ 104.61 |

City of Sedalia
Department Bills 6-17-2013

| Vendor Name | Invoice Number | Amount |
|--------------------|----------------|------------|
| Craig Plumbing | 68068 | \$ 270.00 |
| Crow-Burlingame Co | 00720046837 | \$ 305.98 |
| Crow-Burlingame Co | 00720046848 | \$ 15.49 |
| Crow-Burlingame Co | 00720046869 | \$ 34.96 |
| Crow-Burlingame Co | 00720046871 | \$ 22.10 |
| Crow-Burlingame Co | 00720046876 | \$ 4.39 |
| Crow-Burlingame Co | 00720046945 | \$ 9.20 |
| Crow-Burlingame Co | 00720046977 | \$ 18.35 |
| Crow-Burlingame Co | 00720046994 | \$ 4.06 |
| Crow-Burlingame Co | 00720047022 | \$ 5.49 |
| Crow-Burlingame Co | 00720047027 | \$ 29.09 |
| Crow-Burlingame Co | 00720047039 | \$ 30.34 |
| Crow-Burlingame Co | 00720047089 | \$ 2.75 |
| Crow-Burlingame Co | 00720047092 | \$ 88.98 |
| Crow-Burlingame Co | 00720047111 | \$ 4.20 |
| Crow-Burlingame Co | 00720047169 | \$ 30.00 |
| Crow-Burlingame Co | 00720047173 | \$ 8.78 |
| Crow-Burlingame Co | 00720047174 | \$ 162.50 |
| Crow-Burlingame Co | 00720047220 | \$ 140.07 |
| Crow-Burlingame Co | 00720047221 | \$ 140.07 |
| Crow-Burlingame Co | 00720047236 | \$ 25.73 |
| Crow-Burlingame Co | 00720047261 | \$ 6.66 |
| Crow-Burlingame Co | 00720047331 | \$ 108.98 |
| Crow-Burlingame Co | 00720047332 | \$ 16.73 |
| Crow-Burlingame Co | 00720047357 | \$ (35.00) |
| Crow-Burlingame Co | 00720047376 | \$ 54.00 |
| Crow-Burlingame Co | 00720047389 | \$ 12.30 |
| Crow-Burlingame Co | 00720047410 | \$ 10.08 |
| Crow-Burlingame Co | 00720047412 | \$ 7.20 |
| Crow-Burlingame Co | 00720047419 | \$ 76.50 |
| Crow-Burlingame Co | 00720047422 | \$ 8.46 |
| Crow-Burlingame Co | 00720047497 | \$ 4.55 |
| Crow-Burlingame Co | 00720047544 | \$ 4.06 |
| Crow-Burlingame Co | 00720047566 | \$ 4.55 |
| Crow-Burlingame Co | 00720047638 | \$ 18.84 |
| Crow-Burlingame Co | 00720047667 | \$ 28.20 |
| Crow-Burlingame Co | 00720047731 | \$ 7.47 |
| Crow-Burlingame Co | 00720047734 | \$ 16.71 |
| Crow-Burlingame Co | 00720047737 | \$ 2.60 |
| Crow-Burlingame Co | 00720047747 | \$ 5.00 |
| Crow-Burlingame Co | 00720047749 | \$ 284.09 |
| Crow-Burlingame Co | 00720047751 | \$ (32.99) |
| Crow-Burlingame Co | 00720047762 | \$ 201.35 |

City of Sedalia
Department Bills 6-17-2013

| Vendor Name | Invoice Number | Amount |
|---------------------------|----------------|--------------|
| Crow-Burlingame Co | 00720047816 | \$ 36.00 |
| Crow-Burlingame Co | 00720047826 | \$ 23.88 |
| Crow-Burlingame Co | 00720047858 | \$ 11.00 |
| Crow-Burlingame Co | 00720047883 | \$ 30.00 |
| Crow-Burlingame Co | 00720047886 | \$ 50.81 |
| Crow-Burlingame Co | 00720047888 | \$ 13.48 |
| Crow-Burlingame Co | 00720047900 | \$ 27.34 |
| Crow-Burlingame Co | 00720047901 | \$ 26.80 |
| Crow-Burlingame Co | 00720047910 | \$ 7.20 |
| Crow-Burlingame Co | 00720047913 | \$ 7.16 |
| Crow-Burlingame Co | 00720047915 | \$ 25.17 |
| Crow-Burlingame Co | 00720047926 | \$ 33.00 |
| Crow-Burlingame Co | 00720047952 | \$ 9.98 |
| Crow-Burlingame Co | 00720048101 | \$ 4.06 |
| Crow-Burlingame Co | 00720048102 | \$ 4.06 |
| Crow-Burlingame Co | 00720048137 | \$ 23.43 |
| Crow-Burlingame Co | 00720048142 | \$ 5.47 |
| Crow-Burlingame Co | 00720048181 | \$ 14.08 |
| Crow-Burlingame Co | 00720048208 | \$ 116.40 |
| Crow-Burlingame Co | 00720048233 | \$ 7.80 |
| Crow-Burlingame Co | 00720048236 | \$ 16.98 |
| Crow-Burlingame Co | 00720048240 | \$ 10.99 |
| Crow-Burlingame Co | 00720048241 | \$ 230.97 |
| Crow-Burlingame Co | 00720048311 | \$ 8.99 |
| Crow-Burlingame Co | 00720048339 | \$ 4.71 |
| Crow-Burlingame Co | 00720048361 | \$ 20.83 |
| Crow-Burlingame Co | 00720048368 | \$ 237.25 |
| Crow-Burlingame Co | 00720048373 | \$ (50.77) |
| Crow-Burlingame Co | 00720048406 | \$ 6.00 |
| Cummins Mid-South Llc | 023-25743 | \$ 11,598.26 |
| Custom Communications | 130520 | \$ 963.95 |
| Custom Communications | 13060313 | \$ 90.00 |
| Custom Communications | 130603A | \$ 145.00 |
| Eagle Capital Corporation | 1265 | \$ 5,335.96 |
| Eagle Capital Corporation | 1392 | \$ 5,323.08 |
| Ed M Feld Equip Co Inc. | 0243860 | \$ 179.75 |
| Empire District | 0613-13 | \$ 298.29 |
| Empire District | 0613-17A | \$ 63.63 |
| Empire District | 0613-19A | \$ 52.46 |
| Empire District | 0613-19B | \$ 41.30 |
| Empire District | 0613-61 | \$ 579.41 |
| Empire District | 0613-61A | \$ 203.49 |
| Empire District | 0613-61B | \$ 25.99 |

City of Sedalia
Department Bills 6-17-2013

| Vendor Name | Invoice Number | Amount |
|---|----------------|-------------|
| Empire District | 0613-61N | \$ 37.02 |
| Employee Screening Service Llc | 157392 | \$ 185.00 |
| Engineering Surveys & Services | ESS052444 | \$ 61.00 |
| Engineering Surveys & Services | ESS052677 | \$ 110.00 |
| Engineering Surveys & Services | ESS052678 | \$ 550.00 |
| Engineering Surveys & Services | ESS052679 | \$ 1,087.00 |
| Family Medicine Associates Pc | 0613-11 | \$ 97.50 |
| Family Medicine Associates Pc | 0613-11A | \$ 97.50 |
| Family Medicine Associates Pc | 0613-14 | \$ 97.50 |
| Family Medicine Associates Pc | 0613-14A | \$ 97.50 |
| Family Medicine Associates Pc | 0613-19 | \$ 97.50 |
| Family Medicine Associates Pc | 0613-19A | \$ 97.50 |
| Fischer Concrete Service Inc | 8016 | \$ 726.69 |
| Fischer Concrete Service Inc | 8017 | \$ 290.68 |
| Fischer Concrete Service Inc | 8018 | \$ 610.42 |
| Fischer Concrete Service Inc | 8199 | \$ 610.42 |
| Fischer Concrete Service Inc | 8309 | \$ 1,104.57 |
| Fischer Concrete Service Inc | 8310 | \$ 116.27 |
| Foley Equipment Company | 0613 | \$ 25.00 |
| Foley Equipment Company | 0613A | \$ 412.00 |
| Foley Equipment Company | 0613B | \$ 900.00 |
| Foley Industries | 1292249 | \$ 35.22 |
| Foley Industries | 1293173 | \$ 34.04 |
| Forest Park Lawn & Garden Inc | 3438 | \$ 630.00 |
| Forklifts Of Central Missouri Inc | S0017486 | \$ 556.11 |
| GE Money Bank | 002331 | \$ 37.98 |
| GE Money Bank | 002403 | \$ 56.97 |
| GE Money Bank | 002432 | \$ 56.97 |
| GE Money Bank | 002897 | \$ 175.83 |
| GE Money Bank | 003860 | \$ 112.00 |
| GE Money Bank | 003886 | \$ 71.76 |
| GE Money Bank | 005960 | \$ 150.78 |
| GE Money Bank | 006001 | \$ 64.52 |
| GE Money Bank | 007956 | \$ 340.00 |
| GE Money Bank | 008038 | \$ 18.99 |
| GE Money Bank | 008510 | \$ 74.94 |
| GE Money Bank | 080404 | \$ 36.44 |
| Gerding Korte & Chitwood | 22213 | \$ 7,614.40 |
| Golfballs.com | 0613 | \$ 200.25 |
| Gw Van Keppel Co | W18140 | \$ 504.00 |
| Hank's Portable Toilets & Septic Tank Clean | 727 | \$ 170.00 |
| Hillyard - Columbia | 600699790 | \$ 286.33 |
| Hillyard - Columbia | 600703596 | \$ 81.83 |

City of Sedalia
Department Bills 6-17-2013

| Vendor Name | Invoice Number | Amount |
|---|----------------|--------------|
| Hillyard - Columbia | 600706947 | \$ 111.04 |
| Hillyard - Columbia | 600717142 | \$ 202.29 |
| Hillyard - Columbia | 600703562 | \$ 125.84 |
| Hillyard - Columbia | 600708239 | \$ 45.50 |
| Hotel Bothwell | 0613 | \$ 56.54 |
| IACP | 191739 | \$ 275.00 |
| IACP | 191741 | \$ 275.00 |
| IBT Inc. | 6063945 | \$ 25.70 |
| IBT Inc. | 6074056 | \$ 65.65 |
| Insurance & Benefits Group Llc | 48265 | \$ 401.00 |
| Iron Mountain Trap Rock C | 327933 | \$ 931.45 |
| Iron Mountain Trap Rock C | 328224 | \$ 936.65 |
| Iron Mountain Trap Rock C | 328633 | \$ 609.31 |
| Iron Mountain Trap Rock C | 328933 | \$ 611.65 |
| Iron Mountain Trap Rock C | 328955 | \$ 929.24 |
| Iron Mountain Trap Rock C | 329604 | \$ 309.66 |
| Iron Mountain Trap Rock C | 329999 | \$ 621.01 |
| Jeff Luebbering | 5869 | \$ 175.00 |
| Jim's Tire Service Inc | 1-77149 | \$ 349.13 |
| Kaminsky, Sullenberger & Associates Inc | 2013-17 | \$ 275.00 |
| KCP&L | 0613-11B | \$ 673.68 |
| KCP&L | 0613-11C | \$ 130.49 |
| KCP&L | 0613-11D | \$ 32.24 |
| KCP&L | 0613-11E | \$ 17.59 |
| KCP&L | 0613-11F | \$ 17.19 |
| KCP&L | 0613-17A | \$ 239.53 |
| KCP&L | 0613-19A | \$ 101.36 |
| KCP&L | 0613-61D | \$ 147.36 |
| KCP&L | 0613-61G | \$ 177.24 |
| Key Hydraulics | 13-27934 | \$ 44.08 |
| Key Hydraulics | 13-27937 | \$ 25.17 |
| Key Hydraulics | 13-27990 | \$ 55.95 |
| Key Hydraulics | 13-27999 | \$ 41.56 |
| Key Hydraulics | 13-28030 | \$ 37.54 |
| Klein's Saw Shop & Small Engines | 0613 | \$ 65.95 |
| Lochner | 007040001-19 | \$ 31,562.30 |
| Lochner | 007040001-20 | \$ 3,338.34 |
| Lochner | 007040001-21 | \$ 12,287.49 |
| Lochner | 007040001-23 | \$ 7,071.04 |
| Loretta Nye | 0613 | \$ 45.88 |
| Lowe's Companies Inc. | 04959 | \$ 36.05 |
| Lowe's Companies Inc. | 06168 | \$ 28.44 |
| Lowe's Companies Inc. | 06354 | \$ 113.05 |

City of Sedalia
Department Bills 6-17-2013

| Vendor Name | Invoice Number | Amount |
|----------------------------|-----------------|-------------|
| Lowe's Companies Inc. | 06379 | \$ 16.37 |
| Lowe's Companies Inc. | 06420 | \$ 11.37 |
| Lowe's Companies Inc. | 06421 | \$ 7.54 |
| Lowe's Companies Inc. | 06732 | \$ 14.22 |
| Lowe's Companies Inc. | 11900 | \$ 6.57 |
| Lowe's Companies Inc. | 21235 | \$ 23.70 |
| Lowe's Companies Inc. | 25037 | \$ 10.88 |
| Lowe's Companies Inc. | 25181 | \$ 22.50 |
| Lowe's Companies Inc. | 25259 | \$ 41.12 |
| Lowe's Companies Inc. | 25296 | \$ 27.96 |
| Lowe's Companies Inc. | 25369 | \$ 10.18 |
| Lowe's Companies Inc. | 25469 | \$ 4.36 |
| Lowe's Companies Inc. | 27019 | \$ 80.50 |
| Lowe's Companies Inc. | 27157 | \$ 56.99 |
| Lowe's Companies Inc. | 27852 | \$ 123.44 |
| Lowe's Companies Inc. | 27902 | \$ 137.66 |
| Lowe's Companies Inc. | 28134 | \$ 30.62 |
| Lowe's Companies Inc. | 28360 | \$ 75.28 |
| Lowe's Companies Inc. | 28426 | \$ 84.70 |
| Lowe's Companies Inc. | 28504 | \$ 41.94 |
| Lynn Peavey Company | 274336 | \$ 139.50 |
| Main Street Logo | 211369 | \$ 36.00 |
| Mark's Mobile Glass Inc | 0613 | \$ 48.63 |
| Mastercard Bankcard Center | 0613-Burlingame | \$ 778.87 |
| Mastercard Bankcard Center | 0613-Degonia | \$ 640.36 |
| Mastercard Bankcard Center | 0613-Ditzfeld | \$ 64.85 |
| Mastercard Bankcard Center | 0613-Evans | \$ 522.02 |
| Mastercard Bankcard Center | 0613-Horn | \$ 120.75 |
| Mastercard Bankcard Center | 0613-Rice | \$ 33.00 |
| Mastercard Bankcard Center | 0613-Richardson | \$ 129.98 |
| Mastercard Bankcard Center | 0613-Simmons | \$ 63.05 |
| Mastercard Bankcard Center | 0613-Ward | \$ 141.22 |
| Mastercard Bankcard Center | 0613-Wirt | \$ 143.25 |
| Mastercard Bankcard Center | 0613-Woolery | \$ 36.00 |
| Matthew Karbinas | 0613 | \$ 1,499.16 |
| McCarthy Toyota of Sedalia | 24169 | \$ 685.20 |
| Menards - Sedalia | 22916 | \$ 79.92 |
| MFA Oil & Propane | 0000689628 | \$ 864.45 |
| Mfa/Break Time #3079 | 0613 | \$ 17.52 |
| MFA/Break Time #3084 | 0613 | \$ 26.98 |
| MFA/BreakTime #3083 | 0613 | \$ 81.83 |
| Mid American Signal Inc | 13-378 | \$ 2,595.30 |
| Midland Printing Company | 76874 | \$ 262.15 |

**City of Sedalia
Department Bills 6-17-2013**

| Vendor Name | Invoice Number | Amount |
|----------------------------------|----------------|--------------|
| Missouri One Call System Inc. | 3050304 | \$ 340.60 |
| Missouri Vocational Enterprise | 446725 | \$ 18.59 |
| Moore's Flower Shop & Greenhouse | 133564 | \$ 515.00 |
| Moperm | 122353 | \$ 92.00 |
| MTC Of Warrensburg Inc | 0613 | \$ 481.00 |
| O'Reilly Automotive Inc. | 0114-177144 | \$ 12.99 |
| O'Reilly Automotive Inc. | 0114-178207 | \$ 137.99 |
| O'Reilly Automotive Inc. | 180081 | \$ 3.43 |
| Otten Small Engine Service | 109672 | \$ 23.10 |
| Otten Small Engine Service | 110351 | \$ 31.45 |
| Otten Small Engine Service | 109681 | \$ 106.17 |
| Otten Small Engine Service | 110683 | \$ 102.45 |
| Otten Small Engine Service | 110684 | \$ 51.77 |
| Otten Small Engine Service | 110685 | \$ 92.61 |
| Otten Small Engine Service | 110686 | \$ 71.49 |
| Otten Small Engine Service | 110809 | \$ 63.80 |
| Otten Small Engine Service | 111002 | \$ 58.90 |
| Pamela Burlingame | 0613 | \$ 34.04 |
| Perkins/Marie Calendars LLC | 0613 | \$ 12.50 |
| Phillips Auto Electric Inc | 0613 | \$ 297.85 |
| Pictometry International Corp | 010498 | \$ 14,725.00 |
| Qscend Technologies Inc | 5637 | \$ 412.50 |
| Quicksilver Water | 694080 | \$ 7.00 |
| Quicksilver Water | 694388 | \$ 41.75 |
| Safe Restraints Inc | 811601 | \$ 874.00 |
| Sedalia Democrat | 0613 | \$ 4.80 |
| Sedalia Democrat | 62878 | \$ 53.63 |
| Sedalia Democrat | 92556 | \$ 51.95 |
| Sedalia Democrat | 92724 | \$ 69.25 |
| Sedalia Democrat | 92970 | \$ 27.06 |
| Sedalia Democrat | 93182 | \$ 63.00 |
| Sedalia Downtown Development | 405 | \$ 1,659.00 |
| Sedalia Downtown Development | 406 | \$ 3,750.00 |
| Sedalia Downtown Development | 407 | \$ 7,500.00 |
| Sedalia Electric Motors Inc | 6381 | \$ 125.00 |
| SMC Electric Supply | 60181836-00 | \$ 141.60 |
| SMC Electric Supply | 60181951-00 | \$ 307.41 |
| SMC Electric Supply | 60182080-00 | \$ 72.24 |
| Smith Paper & Janitor Supply | 553430-1 | \$ 12.70 |
| Smith Paper & Janitor Supply | 553546 | \$ 9.69 |
| Smith Paper & Janitor Supply | 554157 | \$ 69.80 |
| Smith Paper & Janitor Supply | 554639 | \$ 61.20 |
| Sonequity Pest Management | 104360 | \$ 70.00 |

City of Sedalia
Department Bills 6-17-2013

| Vendor Name | Invoice Number | Amount. |
|-----------------------------|----------------|--------------|
| Sonequity Pest Management | 104395 | \$ 39.00 |
| Sonequity Pest Management | 104636 | \$ 67.00 |
| Sonequity Pest Management | 105010 | \$ 52.00 |
| Sonequity Pest Management | 105080 | \$ 68.00 |
| Staples Business Advantage | 3200200564 | \$ 67.85 |
| Staples Business Advantage | 3200200570 | \$ 97.27 |
| Staples Business Advantage | 3200627190 | \$ 88.83 |
| Staples Business Advantage | 3200627191 | \$ 706.35 |
| Staples Business Advantage | 3201203350 | \$ 69.99 |
| Staples Business Advantage | 3200627188 | \$ 126.46 |
| Staples Business Advantage | 3200627189 | \$ 158.74 |
| Stericycle Inc. | 4004171585 | \$ 60.00 |
| Table Of 5 Catering | 141 | \$ 148.00 |
| Tim's Tree Service Llc | 3176 | \$ 375.00 |
| Tim's Tree Service Llc | 3203 | \$ 450.00 |
| Tim's Tree Service Llc | 3204 | \$ 275.00 |
| Tim's Tree Service Llc | 3205 | \$ 225.00 |
| Tim's Tree Service Llc | 3208 | \$ 375.00 |
| Tim's Tree Service Llc | 3209 | \$ 475.00 |
| Tim's Tree Service Llc | 3216 | \$ 800.00 |
| Tim's Tree Service Llc | 3221 | \$ 650.00 |
| Tim's Tree Service Llc | 3224 | \$ 450.00 |
| Tim's Tree Service Llc | 3225 | \$ 450.00 |
| Tire Centers Llc | 6500128277 | \$ 245.64 |
| Tractor Supply Co | 0613 | \$ 24.76 |
| Tractor Supply Credit Plan | 94559 | \$ 122.69 |
| Tractor Supply Credit Plan | 95874 | \$ 11.99 |
| Trans-Central Suppliers Inc | 0217497 | \$ 484.43 |
| Trans-Central Suppliers Inc | 0217587 | \$ 50.00 |
| Trans-Central Suppliers Inc | 0217588 | \$ 1,348.59 |
| Trans-Central Suppliers Inc | 0217589 | \$ 18.48 |
| Trans-Central Suppliers Inc | 0217618 | \$ 288.96 |
| Trans-Central Suppliers Inc | 02177718 | \$ 88.77 |
| Uline | 51261590 | \$ 124.71 |
| United Rotary Brush Corp | Cl142444 | \$ 279.74 |
| Usps-Hasler | 0613 | \$ 2,000.00 |
| Verizon Wireless | 9705138348 | \$ 2,776.76 |
| Viking-Cives Midwest Inc | 62575 | \$ 15,000.00 |
| Vulcan Inc | 236519 | \$ 69.30 |
| Vulcan Inc | 236908 | \$ 69.30 |
| WCA Waste Systems Inc. | 6669 | \$ 31,367.14 |
| WEF Membership | 0613 | \$ 62.00 |
| Westlakes Hardware | 1295161 | \$ 33.98 |

City of Sedalia
Department Bills 6-17-2013

| Vendor Name | Invoice Number | Amount |
|--------------------------|----------------|----------------------|
| Westlakes Hardware | 1295204 | \$ 9.47 |
| Westlakes Hardware | 1295311 | \$ 19.99 |
| Westlakes Hardware | 1295328 | \$ 14.22 |
| Westlakes Hardware | 1295357 | \$ 15.72 |
| Westlakes Hardware | 1295400 | \$ 9.99 |
| Westlakes Hardware | 1295410 | \$ 5.97 |
| Westlakes Hardware | 1295420 | \$ 16.49 |
| Westlakes Hardware | 1295425 | \$ 10.99 |
| Westlakes Hardware | 1295474 | \$ 60.96 |
| Westlakes Hardware | 1295481 | \$ 11.46 |
| Westlakes Hardware | 1295531 | \$ 107.97 |
| Westlakes Hardware | 1295534 | \$ 3.29 |
| Westlakes Hardware | 1295580 | \$ 53.94 |
| Westlakes Hardware | 1295586 | \$ 9.78 |
| Westlakes Hardware | 1295588 | \$ 10.99 |
| Westlakes Hardware | 1295612 | \$ 13.95 |
| Westlakes Hardware | 1295647 | \$ 9.99 |
| Westlakes Hardware | 1295702 | \$ 23.96 |
| Westlakes Hardware | 1295747 | \$ 9.98 |
| Westlakes Hardware | 1295749 | \$ 11.99 |
| Westlakes Hardware | 1295823 | \$ 2.32 |
| Westlakes Hardware | 1295866 | \$ 12.87 |
| Westlakes Hardware | 1295881 | \$ 6.68 |
| Woods Super Market | 170 | \$ 4.79 |
| Woods Super Market | 228 | \$ 11.58 |
| Woods Super Market | 233 | \$ 5.39 |
| Woods Super Market | 35 | \$ 50.82 |
| Total Invoice To Be Paid | | <u>\$ 278,084.33</u> |