



# PRE-COUNCIL MEETING

Council Chambers  
Municipal Building  
Monday, September 23, 2013  
5:45 p.m.

**MAYOR: MARY ELAINE HORN**

**MAYOR PRO-TEM: BOB CROSS**

## Work Session – 5:45 p.m.

1. Discussion and possible direction on traffic control issue at 10<sup>th</sup> & Winchester
2. Presentation – Certificate of Inspection Ordinance and Sedalia’s Downtown Commercial District

## Committee Meetings – Immediately following work session

<b>PUBLIC SAFETY COMMITTEE</b> <b>Police and Fire</b>	<b>Stephen Galliher, Chair</b> <b>Rebecca LaStrada, Vice Chair</b>
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<b>PUBLIC WORKS COMMITTEE</b> <b>Public Works, Water Pollution Control,</b> <b>Community Development, Water, Parks,</b> <b>Airport, Cemeteries and Community Center</b>	<b>Tolbert Rowe, Chair</b> <b>Wanda Monsees, Vice Chair</b>
<ol style="list-style-type: none"> <li>1. Review bids for Sidewalk Project Grand Avenue from 16<sup>th</sup> to Broadway and Review Ordinance approving and accepting agreement by and between the City of Sedalia, Missouri and John K. Kroeger Construction, LLC d/b/a Preferred Construction, for the Sidewalk Project on Grand Avenue from 16<sup>th</sup> Street to Broadway in the City of Sedalia, Missouri.</li> <li>2. Review bids for painting Street Department Building.</li> <li>3. Review bids for Runway Reconstruction at the Sedalia Regional Airport.</li> <li>4. Review Ordinance approving the sale of real property known in Hubbard Park to Missouri Valley Community Action Agency from the City of Sedalia, Missouri for no consideration.</li> <li>5. Review Ordinance accepting permanent sanitary sewer easements from Yuriy Limanskiy and Orisya Limanskiy, husband and wife, Dennis R. Humphrey and Jennifer C. Humphrey, husband and wife, and Michael F. Ayres and Barbara J. Ayres, husband and wife for properties located in Katy Trail West 4<sup>th</sup> Plat, an addition to the City of Sedalia, Missouri.</li> <li>6. Review Ordinance approving the purchase of real property known as 118 West Second Street from Kent A. Burkholder and Kelly L. Burkholder, Husband and Wife to the City of Sedalia, Missouri for twenty-five thousand dollars (\$25,000.00).</li> <li>7. Review Ordinance adding Sections 10-100 to 10-106 to the Code of Ordinances relating to Certificates of Inspection relating to the City’s Downtown Commercial District.</li> </ol>	

<b>FINANCE/ADMINISTRATION COMMITTEE</b> <b>Administrative, Library and Hospital</b>	<b>Jo Lynn Turley, Chair</b> <b>Wiley Walter, Vice Chair</b>
<ol style="list-style-type: none"> <li>1. Review Records Destruction Request from the Personnel Department.</li> <li>2. Review Ordinance amending Section 7.9(B) (Cell Phone and Pager Packages) of the Telephone and Cell Phone Use Policy located in the City of Sedalia’s Personnel Regulations Manual.</li> </ol>	

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



# CITY COUNCIL MEETING AGENDA

City Council Chambers  
Municipal Building  
Monday, September 23, 2013  
7:00 p.m.

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

### I. MINUTES

1. Pre-Council Meeting September 3, 2013
2. Regular Council Meeting September 3, 2013
3. City Council Work Session September 9, 2013

### II. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES

1. Acceptance of Citizen's Traffic Advisory Commission Minutes dated August 14, 2013.
2. Acceptance of Planning & Zoning Commission Minutes dated September 4, 2013.

### III. ROLL CALL OF STANDING COMMITTEES

#### A. PUBLIC SAFETY – Councilmember Stephen Galliher

#### B. PUBLIC WORKS – Councilmember Tolbert Rowe

1. Award bid for Sidewalk Project – Grand Avenue from 16<sup>th</sup> to Broadway
2. Award bid for painting Street Department Building
3. Award bid for Runway Reconstruction at the Sedalia Regional Airport to Ideker, Inc. in the amount of \$3,376,968.39

#### C. FINANCE / ADMINISTRATION – Councilmember Jo Lynn Turley

1. Approve Records Destruction Request from the Personnel Department

### IV. NEW BUSINESS

#### A. ORDINANCES AND RESOLUTIONS

- Approving and accepting an agreement by and between the City of Sedalia, Missouri and John K. Kroeger Construction, LLC d/b/a Preferred Construction, for the Sidewalk Project on Grand Avenue from 16<sup>th</sup> Street to Broadway in the City of Sedalia, Missouri
- Approving the sale of real property known in Hubbard Park to Missouri Valley Community Action Agency from the City of Sedalia, Missouri for no consideration
- Accepting permanent sanitary sewer easements from Yuriy Limanskiy and Orisya Limanskiy, husband and wife, Dennis R. Humphrey and Jennifer C. Humphrey, husband and wife, and Michael F. Ayres and Barbara J. Ayres, husband and wife for properties located in Katy Trail West 4<sup>th</sup> Plat, an addition to the City of Sedalia, Missouri
- Approving the purchase of real property known as 118 West Second Street from Kent A. Burkholder and Kelly L. Burkholder, Husband and Wife to the City of Sedalia, Missouri for twenty-five thousand dollars (\$25,000.00)
- Adding Sections 10-100 to 10-106 to the Code of Ordinances relating to Certificates of Inspection relating to the City's Downtown Commercial District.
- Amending Section 7.9(B) (Cell Phone and Pager Packages) of the Telephone and Cell Phone Use Policy located in the City of Sedalia's Personnel Regulations Manual

#### B. APPOINTMENTS

#### C. LIQUOR LICENSES

Renewal:

\*Robert Preston dba Woods Express 570, 703 E Broadway, Packaged Liquor with Sunday Sales, \$450

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

D. APPROVAL OF DEPARTMENT BILLS

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

F. GOOD AND WELFARE

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

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## OFFICE OF THE CITY ADMINISTRATOR

**To:** Honorable Mayor Elaine Horn & ~~City Council Members~~  
**From:** Gary Edwards, City Administrator  
**Re:** Agenda items for City Council meeting on Monday, September 23, 2013

**Mayor and Council:** Please see note at the bottom of this communication

### Presentations:

1. Discussion and possible direction on traffic control issue at 10<sup>th</sup> and Winchester. The presentation will be given by the Public Works Department which staffs the Traffic Advisory Commission. This commission has looked closely at this street intersection.
2. Discussion by John Simmons concerning the proposed legislation related to the certificate of inspection ordinance related to Sedalia's downtown commercial district.

### Public Safety Committee:

No items

### Public Works Committee:

1. Review bids for a sidewalk project on Grand Ave from 16<sup>th</sup> to Broadway and review an ordinance approving and accepting an agreement by and between the City and John K. Kroeger Construction d/b/a Preferred Construction. Two bids were received. Preferred Construction of Smithton, MO offered a base bid of \$78,700 and \$17,100 for the bid alternate. The second bid was offered by Haulotte Construction of Sedalia for a base bid of \$106,121.04 and \$20,570 for the bid alternate. Staff recommends that the City Council accept the low bid from Preferred Construction totaling \$95,800 for both the base and alternate bids. The company's references are favorable. The budgeted amount for the project is \$80,000, which covers the base bid. The street department has other budgeted funds that can be used to cover the difference.
2. Review bids for painting the Street Department Building. This is a budgeted item. Four bids were received ranging from \$5,100 to \$14,732. Staff recommends that the City accept the low bid from Heartland Finishes of Columbia, MO for \$5,100 as it meets all specifications.
3. Review bids for airport runway reconstruction at the Sedalia Regional Airport. On May 9, 2013 the City received eight bids for the reconstruction of the Runway 18-36 project. The low bidder was Ideker, Inc with a bid of \$3,376,968.39. It is staff's recommendation that the council accept the bid. Modot and our consultant, Lochner are in agreement with this recommendation. Construction is scheduled to start after April 1, 2014. Grant dollars will pay for all of this project except for our match of 5% or \$168,984.20. These match funds will need to be budgeted in the upcoming budget year.

4. Review an ordinance approving the sale, for no financial consideration, of real estate property in Hubbard Park to Missouri Valley Community Action Agency (MVCAA). MVCAA will use the property to construct a new Head Start facility within 5 years. Because the Parks Department has not improved this land, it is appropriate that no cost be associated with this transaction. If, in the future, the MVCAA plans to sell the property, the City must be given the first right of refusal.

5. Review an ordinance accepting permanent sanitary sewer easements from Yuriy Limanskiy and Orisya Limanskiy, husband and wife, Dennis R. Humphrey and Jennifer C. Humphrey, husband and wife and Michael F. Ayres and Barbara J. Ayres, husband and wife, for properties located in Katy Trail West 4<sup>th</sup> Plat, an addition to the City of Sedalia. City staff recently determined that a city sanitary sewer line in the Katy Trail West 4<sup>th</sup> Plat Subdivision crosses three separate properties, but the City had not yet obtained easements for the line. The property owners have granted the City the necessary permanent sanitary sewer easements, once the City Council agrees to accept them.

6. Review an ordinance approving the purchase of real estate property known as 118 West 2<sup>nd</sup> Street from Kent Burkholder and Kelly Burkholder, husband and wife to the City of Sedalia for \$25,000. The building will be used for needed storage of city records and other possible uses.

7. Review an ordinance adding sections 10-100 to 10-106 to the Code of Ordinances relating to certificates of inspection concerning the City's downtown commercial district. Approval of this ordinance is recommended by the Citizens for a Clean Sedalia. Also voting to recommend approval are downtown Sedalia organizations - Sedalia Downtown Development Incorporated (SDDI) and Central Business and Cultural District (CBCD). Citizens for a Clean Sedalia discussed and reviewed the legislation for several weeks prior to sending it to the City Council.

**Finance/Administration Committee:**

1. Review a records destruction request from the Personnel Department.

2. Review an ordinance amending section 7.9(B) (Cell Phone and Pager Packages) of the telephone and cell phone use policy located in the City of Sedalia's personnel Regulations Manual. The current policy allows for a basic cell phone package and a data package reimbursement not to exceed 50%. The current policy also requires bills to be submitted on a monthly basis. The proposed policy allows for a maximum package of \$35 per month for the basic cell package or a maximum of \$50 for a data package. It also requires that bills be submitted on an annual basis instead of a monthly basis. The proposed maximum reimbursements are in line with current expenses paid for these services. The employees adopting this plan also agree with the annual submittals.

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Please Note: We had planned on having a change order related to the railings at the Washington Street Viaduct; however, the contractor did not get the figures to us in time, so it is being delayed. This should not delay the bridge completion date. GE



**CITY OF SEDALIA, MISSOURI**  
**PRE-COUNCIL MEETING – SEPTEMBER 3, 2013**

**WORK SESSION**

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

Council Members present were 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, presented the following recommendation:

- Bids for Thermal Imaging Camera for the Sedalia Fire Department to Kenco Fire Equipment, Springfield, MO in the amount of \$5,392 (to be placed on new aerial truck as “loose equipment”)(FLIR Model K-50 TIC with truck mount charger) was moved to full Council on motion by Walter, seconded by LaStrada. All in favor.

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

- Change Order #1 from Duke’s Root Control, Inc. in the amount of \$883.06 for Root Control Project (some of the 10” and 12” pipes in contract were not accessible so there was an 8” replacement) (total contract price now \$16,561.06, below budget of \$25,000) was moved to full Council on motion by Walter, seconded by Galliher. All in favor.
- Ordinance approving the final plat for Katy Trail West 5<sup>th</sup> Plat, an addition to the City of Sedalia, Missouri, and dedicating public utility and roadway easements as shown on said plat to public use (approved by the Planning and Zoning Commission August 7, 2013) was moved to full Council on motion by Walter, seconded by Cross. All in favor.
- Ordinance adding a disinterment fee (\$750) to Section 14-26 to the City of Sedalia, Missouri’s Code of Ordinances and to the fee schedule (Cemetery Director, Roger Waters stated that the only time this fee will be charged is when a family would like to have a single vault changed to a double deck to accommodate two family members or when a grave has to be moved to a different location.) was moved to full Council on motion by Walter, seconded by LaStrada. All in favor.
- Ordinance approving and accepting an agreement with the Missouri Department of Conservation for a tree resource improvement and maintenance (TRIM) grant (approval of a matching grant of up to \$10,000 to inventory about 1,800 trees) was moved to full Council on motion by Turley, seconded by Galliher. All in favor.

- Resolution authorizing an application to the Missouri Board on Geographic Names for its review of a proposed name change from Sewer Branch to the Pearl River and/or the North Pearl River and change in the coordinates for said stream was moved to full Council on motion by Walter, seconded by LaStrada. All in favor.

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

- Records Destruction Request from the Personnel Department was moved to full Council on motion by Rowe, seconded by Monsees. All in favor.

City Administrator, Gary Edwards, reminded Council about the Work Session on September 9, 2013 dealing with the Use Tax. A representative from the Department of Revenue will speak to the Council about the impact the tax will have on the City and update the Council of how it pertains to future issues.

With no further comments, the meeting closed at 6:38 p.m.  
Respectfully submitted: Arlene Silvey, MRCC City Clerk



**CITY OF SEDALIA, MISSOURI**  
**COUNCIL MEETING – SEPTEMBER 3, 2013**

The Council of the City of Sedalia, Missouri duly met on Tuesday, September 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 Rowe.

**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:**

40 Year Gift Certificate	Arlene Silvey, MRCC City Clerk – City Clerk’s Office
5 Year Service Pin	Jeremy Roberts, Equipment Operator – Street Department
5 Year Service Pin	Sean Bonchonsky, Police Officer – Police Department

**SPECIAL AWARDS:**

Naomi Gebo, with the Missouri Stream Team Program, stated that Sedalia is a great example for the state in their effort to educate the community on keeping streams clean. Two people have been instrumental in this effort with art projects, storm drain stenciling, stewardship projects and history, which engages all levels of the community. Ms. Gebo presented Mona McCormack with a plaque and Phil Webster was presented a plaque in July. Phil Webster, with Alliance Water Resources, stated that the award is for Sedalia as a whole and added that a lot of people have helped and this has been a community effort.

**MINUTES:**

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

- Pre-Council Meeting August 19, 2013
- Public Hearing and Regular Council Meeting August 19, 2013
- Special Council Meeting and City Council Work Session August 26, 2013

**REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES:**

Accepted the minutes of the Planning & Zoning Commission dated August 7, 2013 on motion by Walter, seconded by Turley. All in favor.

**ROLL CALL OF STANDING COMMITTEES:**

**PUBLIC SAFETY – STEPHEN GALLIHER, CHAIRMAN**

Award bid for Thermal Imaging Camera for the Sedalia Fire Department to Kenco Fire Equipment, Springfield, MO in the amount of \$5,392.00 (funded through Fund 15) on motion by Rowe, seconded by Cross. All in favor.

PUBLIC WORKS – TOLBERT ROWE, CHAIRMAN

Approve Change Order #1 from Duke's Root Control, Inc. in the amount of \$883.06 (contract total \$16,561.06) for Root Control Project on motion by Galliher, seconded by Walter. All in favor.

FINANCE & ADMINISTRATION – JO LYNN TURLEY, CHAIRMAN

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

NEW BUSINESS:

BILL NO. 2013–78, ORDINANCE NO. 10116 – AN ORDINANCE APPROVING THE FINAL PLAT FOR KATY TRAIL WEST 5<sup>TH</sup> PLAT, AN ADDITION TO THE CITY OF SEDALIA, MISSOURI, AND DEDICATING PUBLIC UTILITY AND ROADWAY EASEMENTS AS SHOWN ON SAID PLAT TO PUBLIC USE was read once by title.

2<sup>nd</sup> Reading – Motion by Monsees, 2<sup>nd</sup> by Rowe. All in favor.

Final Passage – Motion by Rowe, 2<sup>nd</sup> by Monsees. All in favor.

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

BILL NO. 2013–79, ORDINANCE NO. 10117 – AN ORDINANCE ADDING A DISINTERMENT FEE TO SECTION 14-26 TO THE CITY OF SEDALIA, MISSOURI'S CODE OF ORDINANCES AND TO THE FEE SCHEDULE was read once by title.

2<sup>nd</sup> Reading – Motion by Turley, 2<sup>nd</sup> by Galliher. All in favor.

Final Passage – Motion by Rowe, 2<sup>nd</sup> 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. 2013–80, ORDINANCE NO. 10118 – AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND THE MISSOURI DEPARTMENT OF CONSERVATION FOR A TREE RESOURCE IMPROVEMENT AND MAINTENANCE (TRIM) GRANT was read once by title.

2<sup>nd</sup> Reading – Motion by Rowe, 2<sup>nd</sup> by Monsees. All in favor.

Final Passage – Motion by Galliher, 2<sup>nd</sup> by LaStrada. All in favor.

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

RESOLUTION NO. 1837 – A RESOLUTION OF THE CITY OF SEDALIA, MISSOURI AUTHORIZING AN APPLICATION TO THE MISSOURI BOARD ON GEOGRAPHIC NAMES FOR ITS REVIEW OF A PROPOSED NAME CHANGE FROM SEWER BRANCH TO THE PEARL RIVER AND/OR THE NORTH PEARL RIVER AND CHANGE IN THE COORDINATES FOR SAID STREAM was read once by title and approved on motion by Monsees, seconded by Rowe. All in favor.

APPOINTMENTS: None.

BIDS:

- Thermal Imaging Camera, Fire Department – August 13, 2013

LIQUOR LICENSES:

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

New:

- Lorene Samson dba CVS Pharmacy, 100 E. Broadway – Packaged Liquor with Sunday Sales and Taste Testing

Renewal:

- Chris Patterson dba Rush Hour #9, 1320 S. Limit – Packaged Liquor with Sunday Sales
- Dan Van Dyne dba Liquor Locker, 513 W. Main – Packaged Liquor

DEPARTMENT BILLS thru September 3, 2013 totaling \$323,450.89 were approved for payment on motion by Rowe, seconded by Walter. All in favor.

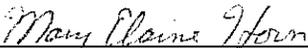
MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:

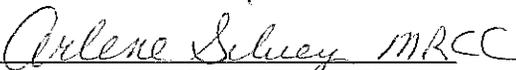
Mayor Horn informed the Council that Officer Matt Long entered a house fire on September 2, 2013 saving a citizen before the Fire Department arrived on the location and stated that these departments are doing an outstanding job.

GOOD & WELFARE: None.

The meeting adjourned at 7:17 p.m. to a Closed-Door Session in accordance with Sections 610.021 (1), (2) & (3) RSMo for Legal Advice, Lease, sale or purchase of real estate and personnel matters on motion by Monsees, seconded by Walter. All in favor.

THE CITY OF SEDALIA, MISSOURI

  
\_\_\_\_\_  
Mary Elaine Horn, Mayor

  
\_\_\_\_\_  
Arlene Silvey, MRCC City Clerk



**CITY OF SEDALIA, MISSOURI**  
**COUNCIL WORK SESSION – SEPTEMBER 9, 2013**

The Work Session started at 6:00 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.

**Presentation – Use Tax**

City Administrator, Gary Edwards, commented that years ago the City did not pass a Use Tax, but Pettis County did approve of the tax.

Joel Allison, with the Missouri Department of Revenue, provided a brief description of the differences between sales tax and use tax.

**Sales Tax:**

- Imposed on retail sale of tangible personal property and taxable services.
- Imposed on seller for the privilege of engaging in business of selling tangible personal property or providing taxable services.
- Tax is imposed based on the location of seller.

**Use Tax:**

- Imposed on the storage, use or consumption of tangible personal property in the state.
- Imposed upon the person that stores, uses or consumes the property
- Does not apply if the purchase is from a Missouri retailer and subject to Missouri sales tax.

Mr. Allison stated that the Use Tax is established under Missouri State Statutes Section 144.610 and the State use tax rate is 4.225%. In the State of Missouri there are two different types of use taxes: Vendor’s Use Tax and Consumer’s Use Tax.

**Key Differences:**

**Vendor’s Use Tax** Charged based on first use in state (location of purchaser); Vendors must have sufficient nexus with state of Missouri to be required to collect and report tax (i.e. physical presence or direct connection in Missouri such as offices, maintaining stock of goods, soliciting orders, etc.); Vendors must collect and remit tax to contract with State of Missouri (returns filed quarterly); Out of state companies that do not have “direct connection” with Missouri are not required to collect and remit tax; If out of state seller does not collect use tax from purchaser, purchaser is responsible for remitting use tax to Missouri.

**Consumer’s Use Tax** tax reported and paid by person using, storing or consuming the property directly to department based on purchaser’s location; Purchasers excluded from reporting tax until cumulative purchases equal \$2,000 in a calendar year; Once threshold is met, all purchases must be reported; Businesses file quarterly, individuals file annually April 15<sup>th</sup>; No timely payment allowance.

Mr. Allison stated that the buyer is liable for the tax on purchases unless the buyer has proof of paying Missouri tax to the seller. If an out-of-state seller has nexus with Missouri, the seller is liable for the tax. Common use tax transactions include: construction contractors, dual operators, businesses purchasing supplies and taxable equipment from out-of-state, and internet/mail order purchases from non-Missouri sellers.

Mr. Allison stated that local option use tax is authorized per Missouri State Statutes Sections 144.757 – 144.761 and must equal the total local sales tax. The use tax increases if sales tax increases or vice versa. If the tax issue is put on a ballot, the City must send a copy of the ordinance and the ballot to the Missouri Department of Revenue and they will notify businesses. Local use tax becomes effective on the first day of the calendar quarter that begins at least 45 days after the Director receives notice of adoption of the local use tax.

Councilman LaStrada inquired about purchases totaling over the \$2,000 for resale and how the use tax works. Mr. Allison stated that a purchase for resale is exempt from use tax.

Mr. Allison commented that for years Missouri has imposed a tax on the purchase of vehicles with a constant rate regardless of if it was purchased in state or out of state. In 2011, a court ruled that a political subdivision must have enacted a local use tax for local tax to apply to out of state purchases on vehicles. Per Senate Bill 23, which became effective July 5, 2013, all motor vehicle sales are subject to tax, however, local governments that have not passed a use tax must hold an election between November 2014 and November 2016, or the tax will expire March 1, 2017. Also, a petition may be filed by 15% of registered voters of the jurisdiction to call for an election to repeal the tax at any election. If the election is repealed, the tax will take effect on the first day of the second quarter after the election.

Mr. Allison provided a comparison of Sales Tax Rates and Use Tax Rates for the State of Missouri, Pettis County, Sedalia and a total of all. The use tax rate for Pettis County and the total use tax rate do not include ambulance districts, because they cannot impose a use tax.

<b>Tax</b>	<b>Sales</b>	<b>Use</b>
State	4.225%	4.225%
Pettis	1.500%	1.000%
Sedalia	2.375%	2.375%
<b>Total</b>	<b>8.100%</b>	<b>7.600%</b>

Mr. Allison stated that within the State of Missouri, 107 cities and 40 to 50 counties have imposed a local use tax.

Administrator Edwards stated that the purpose of the presentation was to make the Council aware of the use tax issue.

With no further comments, the meeting closed at 6:38 p.m.  
Respectfully submitted: Arlene Silvey, MRCC City Clerk

TRAFFIC ADVISORY COMMISSION MEETING  
AUGUST 14, 2013

The Traffic Advisory Commission duly met on Wednesday, August 14, 2013, at 12:00 p.m. at the City of Sedalia Municipal Building with Donna Heembrock presiding. Chairman Heembrock called the meeting to order.

ROLLCALL:

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

Guests- Ellen Cross

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

UNFINISHED BUSINESS:

**Harold Jackson, 2506 Woodlawn**, is requesting the speed limit on Winchester between 16<sup>th</sup> Street and 10<sup>th</sup> Street be increased to 35 mph. 25 mph is too slow for this road. There is nothing between 16<sup>th</sup> Street and 10<sup>th</sup> Street. This area could also be used as a "Speed Trap" by law enforcement. Cross read the staff recommendation. Staff recommends the Commission deny the request. This request has been brought forward to Traffic Advisory several times and was denied. There are many different opinions for changes that should happen on this road. Staff feels the area should stay as it currently is. In the future, with further development, this whole area could be evaluated.

Heembrock asked if he had any other reason for this request other than he feels it is too slow? Cross stated he said there is nothing in this area to have to slow down for.

**A motion was made by Daniels to deny the request. Second by Esquivel. All in favor.**

NEW BUSINESS:

None

OTHER ITEMS FOR DISCUSSION:

The next meeting will be held at the normal meeting place, Best Western, at normal time.

AGENDA FOR NEXT MEETING:

The next meeting will be September 11, 2013 at the Best Western.  
The meeting adjourned at 12:15 p.m.

CITY OF SEDALIA  
PLANNING & ZONING COMMISSION  
MINUTES SEPTEMBER 4, 2013  
COUNCIL CHAMBERS, MUNICIPAL BUILDING

PRESENT:

BILL BECK  
ELAINE HORN  
GEORGE ESSER  
JIM NORTON  
GREG NEHRING  
CONNIE MCLAUGHLIN  
WILEY WALTER  
DAN ALBERT  
TERRI MCDERMOTT

ABSENT:

CHRIS PATTON  
LAVERA SCHMITT

STAFF PRESENT:

ANNE GARDNER  
JOHN SIMMONS  
ANDY BURT  
JILENE STREIT

**PLANNING AND ZONING MEETING**

The Planning and Zoning Meeting was called to order at 5:30 p.m. Roll call was taken, a quorum was present.

**Approval of Meeting Minutes**

Without discussion Elaine Horn made a motion, seconded by Wiley Walter to approve the meeting minutes from the August 7, 2013 meeting. **The motion carried.**

**New Business**

**VRE SEDLIA LLC Preliminary and Final Plats**

Andy Burt read the staff review noting that the staff recommends approval contingent upon deficient items being corrected and the revised plats being submitted prior to the September 4, 2013 meeting. We have received amendments to those plats and have been reviewed by the City Engineer and they show all deficiencies noted. There are several technical issues with the survey, several items that were not noted correctly on the plat. Those have been submitted back to the VRE SEDALIA LLC for additional corrections. The Staff recommendation is still to approve the preliminary and final plat contingent upon receiving those corrections prior to City Council approval. Andy has not heard back as to when those corrections will be so will leave it open to City Council approval at whichever meeting is appropriate for that issue.

Dan Albert asked what the cross hatched area is on the left side of building? Appears to be Parking Stalls.

Elaine Horn is concerned if this would interfere with the entrance on the East side and make the traffic more congested into Wal-Mart? John Simmons commented there is a strip of parking with concrete curbing and will create a curb that will adjust the flow of traffic.

Elaine is also concerned if two lanes of traffic could get through that area? Yes

Greg Nehring asked if this new plat would jeopardize Wal-Mart's car count? John Simmons commented that this is a purchase from the Wal-Mart properties and he didn't think they would jeopardize any legal issues.

Greg Nehring made the motion to accept, seconded by Wiley Walter to approve the preliminary plat contingent upon VRE SEDALIA's deficiency corrections. E. Horn – YES, W. Walter – YES, B. Beck – YES, D. Albert – YES, C. McLaughlin – YES, T. McDermott – YES, G. Nehring – YES, G. Esser – YES, J. Norton, YES.

Bill Beck made a motion to approve, seconded by Wiley Walter to approve the Final Plat contingent upon the contingencies with the Preliminary Plat. E. Horn – YES, W. Walter – YES, B. Beck – YES, D. Albert – YES, C. McLaughlin – YES, T. McDermott – YES, G. Nehring – YES, G. Esser – YES, J. Norton – YES.

With the final votes 9–YES and 0–NO, the recommendation to the Sedalia City Council will be to approve the preliminary and final plats contingent upon deficiencies being corrected.

### **Miscellaneous Items**

John Simmons reported there was no Comprehensive Plan update at this time. He will get information in this week to get the schedule started.

Being no other business the Planning and Zoning meeting adjourned at 5:45 p.m.

Submitted by:  
Jilene Streit  
George Esser, Chairman

(meeting recorded)

To: Gary Edwards  
From: Bill Beck  
Date: September 18, 2013  
Subject: Sidewalk Project

We have solicited bids for Sidewalk Project; Grand Avenue from 16<sup>th</sup> Street to Broadway Boulevard. We received two bids; Preferred Construction, Smithton, MO for base bid of \$78,700.00 and \$17,100.00 for the bid alternate; and Haulotte Construction, Sedalia, MO for a base bid of \$106,121.04 and \$20,570.00 for the bid alternate.

I would like to recommend we accept the low bid from Preferred Construction totaling \$95,800.00 for both base and alternate bid. We have not worked with this company but references were checked and they were favorable.

The budget for this project is \$80,000 which will cover the base bid. The Street Department has some budgeted money for street projects that will cover the alternate bid.

Thank you.

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

**Tabulation of Bids**

Sidewalk Project: Grand Avenue 16th to Broadway  
 August 29, 2013 2:00 p.m.  
 Mayor's Conference Room

		Preferred Construction 24545 Deer Run Dr. Smithton, MO 65350		Haulotte Construction 22351 Westmoreland Rd. Sedalia, MO 65301	
Description	Unit	Unit Cost	Amount	Unit Cost	Amount
<b>BASE BID</b>					
4" Sidewalk Remove & Replace	8600 SF		52,600.00	9.59	82,500.00
					<b>* 82,474.00</b>
6" Sidewalk Remove & Replace (driveway crossings)	2300 SF		19,100.00	5.47	12,573.00
					<b>*12,581.00</b>
Tree Removal	4 Each		2,200.00	750.00	3,000.00
Truncated Domes	9 Each		1,800.00	355.56	3,200.00
					<b>*3,200.04</b>
Traffic Control	Lump Sum		0.00	1,740.00	1,740.00
Final Grading & Seeding	Lump Sum		3,000.00	3,126.00	3,126.00
<b>TOTAL AMOUNT</b>			<b>\$78,700.00</b>		\$106,139.00
					<b>*\$106,121.04</b>
<b>BID ALTERNATE</b>					
6" Driveway Approach Remove & Replace	SF	2,100	17,100.00	2,100	20,570.00
<b>TOTAL AMOUNT</b>			\$17,100.00		<b>*\$20,570.00</b>
Addendum 1			No		Yes
Anti-Collusion Statement			No		Yes
Bid Bond			5% Check in lieu of Bid Bond		5% Check in lieu of Bid Bond

\* Mathematical Error

To: Gary Edwards  
From: Bill Beck  
Date: September 18, 2013  
Subject: Painting of Street Department Metal Building

We have solicited bids for painting the Street Department main building. We received four bids ranging from \$5,100.00 to \$14,732.00. I would like to recommend we accept the low bid from Heartland Finishes, Columbia, MO for \$5,100.00 as it meets all specifications.

This project includes pressure washing, spot prime of rusted areas and screw heads, prime and paint building.

Thank you.

A handwritten signature in black ink, appearing to be 'BB', with a long, sweeping horizontal stroke extending to the right.

## Tabulation of Bids

### Painting of Street Department Metal Building September 11, 2013 10:00 a.m. Mayor's Conference Room

**Heartland Finishes** - 3300 Shoemaker Dr., Columbia, MO 65202

Description: Thorough pressure wash to remove oxidation, spot priming of rusted areas & screw heads with an alkyd rust inhibitor(RUSTOLEUM or similar),Two coats of Sherwin Williams Direct-to-Metal Latex first coat acting as primer matching top coat

Price: **\$ 5,100.00** (with airless spray application)  
\$7,400.00 (Brush and roll application)

Delivery: N/A

Meet Specs: N/A

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**A-1 Home Improvement** – 315 E. 27<sup>th</sup>, Sedalia, MO 65301

Description: Power wash entire building, caulk, prime & paint entire metal building

Price: **\$6,500.00**

Delivery: 60 days

Meets Specs: Yes

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**Craftsman Painting** – 884 NE 900 Rd, Calhoun, MO 65323

Description: Pressure wash entire bldg., prime bldg. with 1 ct. DTM Primer Finish, Apply DTM (Semi-Gloss) or Stain Finish.

Price: **\$9,880.00**

Delivery: 60 days

Meet Specs: Yes

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**Whitehead Brothers Painting , Inc.** – 456 Wright Dr, St. Charles, MO 63301

Description: Waterblast siding, gutters, downspouts, eave trim, doors, frames and overhead doors, paint the same with 2 coats of Sherwin Williams Spraylastic, one color only.

Price: **\$14,732.00**

Alternate to paint gutters, downspouts, eave trim, doors, frames an accent color for Aesthetic reasons – add \$944.00

Delivery: N/A

Meet Specs: Yes, except; Type of Painting: spray only 1 color.

\*All paint will spray applied; if a brush & roll system is required, please disregard bid.

\*\*Prior to bid opening time, bid was inadvertently placed in Street Dept. box located in City Clerk's Office.

**SEDALIA REGIONAL AIRPORT  
MEMO**

To: Gary Edwards  
From: John Evans  
Subject: Runway Project  
Date: September 18, 2013

Gary,

On May 9, 2013 we received eight (8) bids for the reconstruction of Runway 18-36 project. The low bidder was Ideker, Inc., with a bid of \$3,376,968.39. It is our recommendation that we accept the bid, MoDOT Aviation and Lochner agree. We ask that this be taken to Council for their approval as soon as possible.

The construction will start after April 1, 2014 and the City portion will be 5% or \$168,984.20.

Thanks

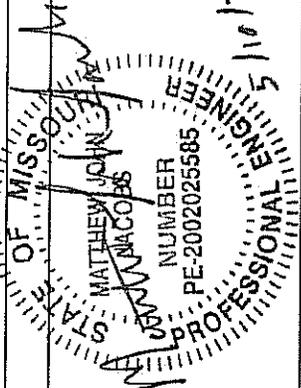
# LOCHNER

## TABULATION OF BIDS

### SEDALIA REGIONAL AIRPORT SEDALIA, MISSOURI

BASE BID  
Reconstruct 5,000' of Runway 18-36 (5,500' x 100')  
Replace M.I.R.L. System

MODOT PROJECT NO. 10-020A-1



Bids Received: 5/8/2013  
Lochner Job No.: 2007-0400  
Bids Tabulated By: SRH  
Date: 5/8/2013  
Bids Checked By: ZBF  
Date: 5/10/2013

Item No.	Item Description	Quantity	Unit	Engineer's Estimate			Idoker, Inc.			Lohman Construction Co.			Emery Samp and Sons, Inc.		
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price		
1	Mobilization	1	L.S.	\$ 300,000.00	\$ 300,000.00	\$ 275,000.00	\$ 275,000.00	\$ 174,362.00	\$ 174,362.00	\$ 145,100.00	\$ 145,100.00	\$ 145,100.00	\$ 145,100.00		
2	Temporary Marking, Lighting and Barricades	1	L.S.	\$ 20,000.00	\$ 20,000.00	\$ 13,200.00	\$ 13,200.00	\$ 7,450.00	\$ 7,450.00	\$ 4,750.00	\$ 4,750.00	\$ 4,750.00	\$ 4,750.00		
3	Class A Excavation	100,746	C.Y.	\$ 4.00	\$ 402,984.00	\$ 3.00	\$ 302,238.00	\$ 2.71	\$ 273,021.66	\$ 2.90	\$ 292,163.40	\$ 2.90	\$ 292,163.40		
4	Line	1,992	TON	\$ 175.00	\$ 348,100.00	\$ 125.00	\$ 249,000.00	\$ 125.00	\$ 249,000.00	\$ 125.00	\$ 249,000.00	\$ 125.00	\$ 249,000.00		
5	Line Stabilized Subgrade (12")	59,030	S.Y.	\$ 5.00	\$ 295,150.00	\$ 3.00	\$ 177,090.00	\$ 4.50	\$ 266,635.00	\$ 4.75	\$ 280,392.50	\$ 4.75	\$ 280,392.50		
6	Erosion Control Barrier (Silt Fence)	5,050	L.F.	\$ 3.00	\$ 15,150.00	\$ 2.50	\$ 12,625.00	\$ 1.70	\$ 8,585.00	\$ 1.69	\$ 8,534.50	\$ 1.69	\$ 8,534.50		
7	Erosion Control Barrier (Straw Bales)	516	L.F.	\$ 10.00	\$ 5,160.00	\$ 7.00	\$ 3,612.00	\$ 6.58	\$ 3,395.28	\$ 6.57	\$ 3,390.12	\$ 6.57	\$ 3,390.12		
8	Recycled Concrete Pavement Aggregate Base Course (6")	59,030	S.Y.	\$ 5.00	\$ 295,150.00	\$ 3.25	\$ 191,847.50	\$ 4.91	\$ 289,837.30	\$ 3.30	\$ 194,799.00	\$ 3.30	\$ 194,799.00		
9	P.C.C. Pavement (6")	57,809	S.Y.	\$ 35.00	\$ 2,023,315.00	\$ 25.00	\$ 1,445,225.00	\$ 30.10	\$ 1,740,050.80	\$ 28.00	\$ 1,618,652.00	\$ 28.00	\$ 1,618,652.00		
10	Pavement Marking Removal	8,992	S.F.	\$ 1.25	\$ 11,240.00	\$ 2.00	\$ 17,984.00	\$ 0.85	\$ 7,643.20	\$ 0.85	\$ 7,643.20	\$ 0.85	\$ 7,643.20		
11	Saw Cut	269	L.F.	\$ 5.00	\$ 1,345.00	\$ 5.00	\$ 1,345.00	\$ 3.90	\$ 1,049.10	\$ 3.00	\$ 807.00	\$ 3.00	\$ 807.00		
12	Existing P.C.C. Pavement Removal (6" +/-) (Stockpile)	58,521	S.Y.	\$ 4.50	\$ 263,344.50	\$ 3.25	\$ 191,847.50	\$ 1.50	\$ 87,781.50	\$ 4.15	\$ 242,862.15	\$ 4.15	\$ 242,862.15		
13	Remove Existing Underdrain System	1	L.S.	\$ 10,000.00	\$ 10,000.00	\$ 9,500.00	\$ 9,500.00	\$ 29,500.00	\$ 29,500.00	\$ 29,500.00	\$ 29,500.00	\$ 29,500.00	\$ 29,500.00		
14	Refactorized Pavement Marking	33,698	S.F.	\$ 1.50	\$ 50,547.00	\$ 1.34	\$ 45,152.84	\$ 1.00	\$ 33,698.00	\$ 1.00	\$ 33,698.00	\$ 1.00	\$ 33,698.00		
15	Non Reflectorized Pavement Marking	8,692	S.F.	\$ 1.25	\$ 10,865.00	\$ 1.00	\$ 8,692.00	\$ 0.70	\$ 6,084.40	\$ 0.70	\$ 6,084.40	\$ 0.70	\$ 6,084.40		
16	Temporary Non Reflectorized Pavement Marking	5,029	S.F.	\$ 16.00	\$ 80,864.00	\$ 14.25	\$ 71,812.50	\$ 9.95	\$ 50,299.00	\$ 9.95	\$ 50,299.00	\$ 9.95	\$ 50,299.00		
17	Conventional Underdrain (4")	9,846	L.F.	\$ 12.00	\$ 118,152.00	\$ 10.00	\$ 98,460.00	\$ 7.85	\$ 77,328.90	\$ 11.00	\$ 108,106.00	\$ 11.00	\$ 108,106.00		
18	Non-Perforated Outlet Pipe (4")	14	EA.	\$ 400.00	\$ 5,600.00	\$ 415.00	\$ 5,810.00	\$ 480.00	\$ 6,720.00	\$ 425.00	\$ 5,950.00	\$ 425.00	\$ 5,950.00		
19	Underdrain Cleanout Riser	9	EA.	\$ 750.00	\$ 6,750.00	\$ 750.00	\$ 6,750.00	\$ 430.00	\$ 3,870.00	\$ 750.00	\$ 6,750.00	\$ 750.00	\$ 6,750.00		
20	Splash Pad	14	EA.	\$ 1,000.00	\$ 14,000.00	\$ 1,000.00	\$ 14,000.00	\$ 660.00	\$ 9,240.00	\$ 660.00	\$ 9,240.00	\$ 660.00	\$ 9,240.00		
21	Seeding	61.1	ACRE	\$ 1.50	\$ 91.65	\$ 1.50	\$ 91.65	\$ 2.00	\$ 122.20	\$ 2.00	\$ 122.20	\$ 2.00	\$ 122.20		
22	Topsolling	24,650	C.Y.	\$ 10.00	\$ 246,500.00	\$ 14.00	\$ 345,100.00	\$ 1.60	\$ 39,440.00	\$ 4.15	\$ 102,297.50	\$ 4.15	\$ 102,297.50		
23	Mulching	61.1	ACRE	\$ 1.50	\$ 91.65	\$ 1.25	\$ 76.375	\$ 1.25	\$ 76.375	\$ 1.25	\$ 76.375	\$ 1.25	\$ 76.375		
24	Underground Cable (11c, #8 AWG, 5KV, XLPI/USE)	14,844	L.F.	\$ 1.50	\$ 22,266.00	\$ 1.25	\$ 18,555.00	\$ 2.50	\$ 37,110.00	\$ 2.50	\$ 37,110.00	\$ 2.50	\$ 37,110.00		
25	Underground Cable (11c, #2 AWG, 600V)	9,420	L.F.	\$ 1.50	\$ 14,130.00	\$ 2.50	\$ 23,550.00	\$ 2.50	\$ 23,550.00	\$ 2.50	\$ 23,550.00	\$ 2.50	\$ 23,550.00		
26	Ground, #6 AWG Insulated Wire (600V, XHHW) Green, Revised Per Addendum No. 1	4,125	L.F.	\$ 1.50	\$ 6,187.50	\$ 2.00	\$ 8,250.00	\$ 2.00	\$ 8,250.00	\$ 2.00	\$ 8,250.00	\$ 2.00	\$ 8,250.00		
27	Bare Counterpoise Wire (#6 AWG) Installed in Separate Trench	11,809	L.F.	\$ 1.50	\$ 17,713.50	\$ 1.50	\$ 17,713.50	\$ 1.50	\$ 17,713.50	\$ 1.50	\$ 17,713.50	\$ 1.50	\$ 17,713.50		
28	Cable Trenching	17,148	L.F.	\$ 2.00	\$ 34,296.00	\$ 2.00	\$ 34,296.00	\$ 2.00	\$ 34,296.00	\$ 2.00	\$ 34,296.00	\$ 2.00	\$ 34,296.00		
29	2-4" PVC, Schedule 40, Concrete Encased Electrical Duct	212	L.F.	\$ 30.00	\$ 6,360.00	\$ 39.00	\$ 8,268.00	\$ 38.00	\$ 8,084.00	\$ 50.00	\$ 10,600.00	\$ 50.00	\$ 10,600.00		
30	Relocate 2-Box PAPI System	1	EA.	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00			
31	Removal of Existing Lighting System	1	L.S.	\$ 10,000.00	\$ 10,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00			
32	Relocate REL System	2	EA.	\$ 5,000.00	\$ 10,000.00	\$ 5,000.00	\$ 10,000.00	\$ 5,000.00	\$ 10,000.00	\$ 5,000.00	\$ 10,000.00	\$ 5,000.00			
33	M.I.R.L., Base Mounted (Red/Green)	4	EA.	\$ 700.00	\$ 2,800.00	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00			
34	M.I.R.L., Stake Mounted (Red/Green)	12	EA.	\$ 500.00	\$ 6,000.00	\$ 425.00	\$ 5,100.00	\$ 425.00	\$ 5,100.00	\$ 425.00	\$ 5,100.00	\$ 425.00			
35	M.I.R.L., Base Mounted (Clear/Yellow)	8	EA.	\$ 700.00	\$ 5,600.00	\$ 610.00	\$ 5,680.00	\$ 610.00	\$ 5,680.00	\$ 610.00	\$ 5,680.00	\$ 610.00			
36	M.I.R.L., Stake Mounted (Clear/Yellow)	32	EA.	\$ 500.00	\$ 16,000.00	\$ 400.00	\$ 12,800.00	\$ 400.00	\$ 12,800.00	\$ 400.00	\$ 12,800.00	\$ 400.00			
37	M.I.R.L., Stake Mounted (Clear/Clear)	2	EA.	\$ 700.00	\$ 1,400.00	\$ 600.00	\$ 1,200.00	\$ 600.00	\$ 1,200.00	\$ 600.00	\$ 1,200.00	\$ 600.00			
38	M.I.R.L., Stake Mounted (Clear/Clear)	11	EA.	\$ 500.00	\$ 5,500.00	\$ 400.00	\$ 4,400.00	\$ 400.00	\$ 4,400.00	\$ 400.00	\$ 4,400.00	\$ 400.00			
39	M.I.T.L., Stake Mounted (Blue Lens)	16	EA.	\$ 400.00	\$ 6,400.00	\$ 420.00	\$ 6,720.00	\$ 420.00	\$ 6,720.00	\$ 420.00	\$ 6,720.00	\$ 420.00			
40	Retroreflective Marker	2	EA.	\$ 100.00	\$ 200.00	\$ 125.00	\$ 250.00	\$ 125.00	\$ 250.00	\$ 125.00	\$ 250.00	\$ 125.00			
<b>BASE BID TOTAL</b>				\$ 4,767,423.75	\$ 4,767,423.75	\$ 3,376,968.39	\$ 3,376,968.39	\$ 3,580,772.02	\$ 3,580,772.02	\$ 3,601,352.05	\$ 3,601,352.05	\$ 3,601,352.05	\$ 3,601,352.05		

# LOCHNER

Item No.	Item Description	Quantity	Unit	Engineer's Estimate			The Harper Co.			KAT Excavation			Chester Bros Construction Co.		
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price				
1	Mobilization	1	L.S.	\$ 300,000.00	\$ 300,000.00	\$ 232,255.66	\$ 232,255.66	\$ 533,000.00	\$ 533,000.00	\$ 391,000.00	\$ 391,000.00	\$ 391,000.00	\$ 391,000.00		
2	Temporary Marking, Lighting and Barricades	1	L.S.	\$ 20,000.00	\$ 20,000.00	\$ 15,459.92	\$ 15,459.92	\$ 15,700.00	\$ 15,700.00	\$ 22,000.00	\$ 22,000.00	\$ 22,000.00	\$ 22,000.00		
3	Class A Excavation	100,746	C.Y.	\$ 4.00	\$ 402,984.00	\$ 2.60	\$ 261,939.60	\$ 2.43	\$ 244,812.78	\$ 3.58	\$ 360,870.68	\$ 3.58	\$ 360,870.68		
4	Lime	1,952	TON	\$ 175.00	\$ 341,500.00	\$ 133.74	\$ 261,060.48	\$ 130.00	\$ 253,760.00	\$ 130.00	\$ 253,760.00	\$ 130.00	\$ 253,760.00		
5	Lime Stabilized Subgrade (12")	59,030	S.Y.	\$ 5.00	\$ 295,150.00	\$ 3.73	\$ 220,181.90	\$ 3.80	\$ 224,314.00	\$ 3.10	\$ 182,993.00	\$ 3.10	\$ 182,993.00		
6	Erosion Control Barrier (Silt Fence)	5,050	L.F.	\$ 3.00	\$ 15,150.00	\$ 2.66	\$ 13,433.00	\$ 2.00	\$ 10,100.00	\$ 1.75	\$ 8,837.50	\$ 1.75	\$ 8,837.50		
7	Recycled Concrete Pavement Aggregate Base Course (6")	516	L.F.	\$ 10.00	\$ 5,160.00	\$ 7.49	\$ 3,864.84	\$ 7.20	\$ 3,715.20	\$ 6.83	\$ 3,524.28	\$ 6.83	\$ 3,524.28		
8	P.C.C. Pavement (8")	59,030	S.Y.	\$ 5.00	\$ 295,150.00	\$ 3.34	\$ 197,160.20	\$ 0.65	\$ 38,369.50	\$ 6.54	\$ 386,056.20	\$ 6.54	\$ 386,056.20		
9	Pavement Marking Removal	57,809	S.Y.	\$ 35.00	\$ 2,023,315.00	\$ 25.07	\$ 1,449,271.63	\$ 28.50	\$ 1,647,556.50	\$ 28.00	\$ 1,618,952.00	\$ 28.00	\$ 1,618,952.00		
10	Saw Cut	8,992	S.F.	\$ 1.25	\$ 11,240.00	\$ 0.90	\$ 8,092.80	\$ 1.75	\$ 15,736.00	\$ 1.66	\$ 14,926.72	\$ 1.66	\$ 14,926.72		
11	Remove Existing Underdrain System	269	L.F.	\$ 5.00	\$ 1,345.00	\$ 3.00	\$ 807.00	\$ 4.00	\$ 1,076.00	\$ 4.05	\$ 1,089.45	\$ 4.05	\$ 1,089.45		
12	Existing P.C.C. Pavement Removal (6" +/-) (Stockpile)	58,521	S.Y.	\$ 4.50	\$ 263,344.50	\$ 8.46	\$ 495,087.66	\$ 4.65	\$ 273,122.65	\$ 2.60	\$ 152,154.60	\$ 2.60	\$ 152,154.60		
13	Remove Existing Underdrain System	1	L.S.	\$ 10,000.00	\$ 10,000.00	\$ 3,744.86	\$ 3,744.86	\$ 3,500.00	\$ 3,500.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00	\$ 31,200.00		
14	Reflectorized Pavement Marking	33,686	S.F.	\$ 1.50	\$ 50,529.00	\$ 1.07	\$ 36,054.72	\$ 1.40	\$ 47,174.40	\$ 1.38	\$ 46,500.48	\$ 1.38	\$ 46,500.48		
15	Non Reflectorized Pavement Marking	8,692	S.F.	\$ 1.25	\$ 10,865.00	\$ 0.75	\$ 6,519.00	\$ 1.10	\$ 9,561.20	\$ 1.04	\$ 9,039.68	\$ 1.04	\$ 9,039.68		
16	Temporary Non Reflectorized Pavement Marking	5,029	S.F.	\$ 0.88	\$ 4,425.52	\$ 0.88	\$ 4,425.52	\$ 1.10	\$ 5,531.90	\$ 1.04	\$ 5,230.16	\$ 1.04	\$ 5,230.16		
17	Conventional Underdrain (4")	9,846	L.F.	\$ 16.00	\$ 157,536.00	\$ 10.06	\$ 99,050.76	\$ 9.40	\$ 92,552.40	\$ 11.70	\$ 115,198.20	\$ 11.70	\$ 115,198.20		
18	Non-Perforated Outlet Pipe (4")	1,698	L.F.	\$ 12.00	\$ 20,376.00	\$ 10.06	\$ 17,081.88	\$ 9.40	\$ 15,961.20	\$ 4.42	\$ 7,506.16	\$ 4.42	\$ 7,506.16		
19	Underdrain Cleanout Riser	14	EA.	\$ 750.00	\$ 10,500.00	\$ 278.19	\$ 3,894.66	\$ 260.00	\$ 3,640.00	\$ 520.00	\$ 7,280.00	\$ 520.00	\$ 7,280.00		
20	Splash Pad	9	EA.	\$ 400.00	\$ 3,600.00	\$ 566.38	\$ 5,097.42	\$ 520.00	\$ 4,680.00	\$ 624.00	\$ 5,616.00	\$ 624.00	\$ 5,616.00		
21	Seeding	61.1	ACRE	\$ 1,000.00	\$ 61,100.00	\$ 615.00	\$ 37,576.50	\$ 700.00	\$ 42,770.00	\$ 668.00	\$ 41,914.60	\$ 668.00	\$ 41,914.60		
22	Mulching	24,650	S.Y.	\$ 10.00	\$ 246,500.00	\$ 1.50	\$ 36,975.00	\$ 1.40	\$ 34,510.00	\$ 2.08	\$ 51,272.00	\$ 2.08	\$ 51,272.00		
23	Underground Cable (1/2" #8 AWG, SKV, XLP/USE)	81.1	ACRE	\$ 750.00	\$ 60,825.00	\$ 615.00	\$ 37,576.50	\$ 700.00	\$ 42,770.00	\$ 866.00	\$ 41,914.60	\$ 866.00	\$ 41,914.60		
24	Underground Cable (1/2" #2 AWG, 600V)	14,844	L.F.	\$ 1.50	\$ 22,266.00	\$ 2.27	\$ 33,695.88	\$ 1.80	\$ 26,719.20	\$ 1.30	\$ 19,397.20	\$ 1.30	\$ 19,397.20		
25	Ground, #6 AWG Insulated Wire (600V, XHHW) Green, Revised Per Addendum No. 1	9,420	L.F.	\$ 1.50	\$ 14,130.00	\$ 2.35	\$ 22,137.00	\$ 2.35	\$ 22,137.00	\$ 2.60	\$ 24,492.00	\$ 2.60	\$ 24,492.00		
26	Baro Counterpoise Wire (#6 AWG) Installed in Separate Trench	4,125	L.F.	\$ 1.50	\$ 6,187.50	\$ 1.20	\$ 4,950.00	\$ 1.70	\$ 7,012.50	\$ 2.08	\$ 8,580.00	\$ 2.08	\$ 8,580.00		
27	Cable Trenching	11,809	L.F.	\$ 1.50	\$ 17,713.50	\$ 3.10	\$ 36,607.90	\$ 2.30	\$ 27,160.70	\$ 1.56	\$ 18,422.04	\$ 1.56	\$ 18,422.04		
28	2-4" PVC, Schedule 40, Concrete Encased Electrical Duct	17,146	L.F.	\$ 2.00	\$ 34,292.00	\$ 1.93	\$ 33,095.64	\$ 1.50	\$ 25,722.00	\$ 2.08	\$ 35,667.84	\$ 2.08	\$ 35,667.84		
29	Relocate 2-Box PAPI System	212	L.F.	\$ 30.00	\$ 6,360.00	\$ 40.10	\$ 8,501.20	\$ 55.00	\$ 11,660.00	\$ 40.56	\$ 8,598.72	\$ 40.56	\$ 8,598.72		
30	Removal of Existing Lighting System	1	EA.	\$ 5,000.00	\$ 5,000.00	\$ 2,259.75	\$ 2,259.75	\$ 7,000.00	\$ 7,000.00	\$ 5,200.00	\$ 5,200.00	\$ 5,200.00	\$ 5,200.00		
31	Relocate REIL System	2	EA.	\$ 10,000.00	\$ 20,000.00	\$ 9,629.63	\$ 19,259.26	\$ 8,000.00	\$ 16,000.00	\$ 2,080.00	\$ 4,160.00	\$ 2,080.00	\$ 4,160.00		
32	M.I.R.L., Base Mounted (Red/Green)	4	EA.	\$ 700.00	\$ 2,800.00	\$ 2,259.75	\$ 9,039.00	\$ 3,500.00	\$ 14,000.00	\$ 5,200.00	\$ 20,800.00	\$ 5,200.00	\$ 20,800.00		
33	M.I.R.L., Stake Mounted (Red/Green)	12	EA.	\$ 500.00	\$ 6,000.00	\$ 987.20	\$ 3,988.80	\$ 700.00	\$ 8,400.00	\$ 624.00	\$ 7,488.00	\$ 624.00	\$ 7,488.00		
34	M.I.R.L., Stake Mounted (Clear/Yellow)	6	EA.	\$ 700.00	\$ 4,200.00	\$ 7,977.60	\$ 31,971.60	\$ 420.00	\$ 2,520.00	\$ 442.00	\$ 2,652.00	\$ 442.00	\$ 2,652.00		
35	M.I.R.L., Stake Mounted (Clear/Yellow)	32	EA.	\$ 500.00	\$ 16,000.00	\$ 620.58	\$ 19,858.56	\$ 700.00	\$ 22,400.00	\$ 634.40	\$ 20,302.40	\$ 634.40	\$ 20,302.40		
36	M.I.R.L., Stake Mounted (Clear/Clear)	2	EA.	\$ 700.00	\$ 1,400.00	\$ 1,994.40	\$ 7,977.60	\$ 420.00	\$ 840.00	\$ 416.00	\$ 832.00	\$ 416.00	\$ 832.00		
37	M.I.T.L., Stake Mounted (Blue Lens)	11	EA.	\$ 500.00	\$ 5,500.00	\$ 620.58	\$ 6,826.38	\$ 420.00	\$ 4,620.00	\$ 416.00	\$ 4,576.00	\$ 416.00	\$ 4,576.00		
38	M.I.T.L., Stake Mounted (Blue Lens)	16	EA.	\$ 400.00	\$ 6,400.00	\$ 9,929.28	\$ 39,915.84	\$ 420.00	\$ 5,712.00	\$ 436.80	\$ 7,030.40	\$ 436.80	\$ 7,030.40		
39	Retr reflective Marker	2	EA.	\$ 100.00	\$ 200.00	\$ 234.32	\$ 468.64	\$ 100.00	\$ 200.00	\$ 130.00	\$ 260.00	\$ 130.00	\$ 260.00		
BASE BID TOTAL				\$ 4,767,423.75	\$ 4,767,423.75	\$ 3,660,408.63	\$ 3,660,408.63	\$ 3,746,558.13	\$ 3,746,558.13	\$ 3,930,333.11	\$ 3,930,333.11	\$ 3,930,333.11	\$ 3,930,333.11		

# LOCHNER

Item No.	Item Description	Quantity	Unit	Engineer's Estimate			Koss Construction Co.			Clarkson Construction Co.		
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price			
<b>BASE BID</b>												
1	Mobilization	1	L.S.	\$ 300,000.00	\$ 300,000.00	\$	\$ 296,500.00	\$ 296,500.00	\$ 702,000.00	\$ 702,000.00	\$	\$ 702,000.00
2	Temporary Marking, Lighting and Barricades	1	L.S.	\$ 20,000.00	\$ 20,000.00	\$	\$ 5,500.00	\$ 5,500.00	\$ 19,735.00	\$ 19,735.00	\$	\$ 19,735.00
3	Class A Excavation	100,746	C.Y.	\$ 4.00	\$ 402,984.00	\$	\$ 2.43	\$ 244,812.78	\$ 4.34	\$ 437,237.64	\$	\$ 437,237.64
4	Lime	1,952	TON	\$ 175.00	\$ 341,600.00	\$	\$ 120.00	\$ 234,240.00	\$ 171.25	\$ 334,280.00	\$	\$ 334,280.00
5	Lime Stabilized Subgrade (12")	59,030	S.Y.	\$ 5.00	\$ 295,150.00	\$	\$ 4.50	\$ 265,635.00	\$ 4.12	\$ 243,203.60	\$	\$ 243,203.60
6	Erosion Control Barrier (Silt Fence)	5,060	L.F.	\$ 3.00	\$ 15,180.00	\$	\$ 2.50	\$ 12,625.00	\$ 1.69	\$ 8,534.50	\$	\$ 8,534.50
7	Erosion Control Barrier (Straw Bales)	516	L.F.	\$ 10.00	\$ 5,160.00	\$	\$ 5.00	\$ 2,580.00	\$ 6.57	\$ 3,390.12	\$	\$ 3,390.12
8	Recycled Concrete Pavement Aggregate Base Course (6")	59,030	S.Y.	\$ 5.00	\$ 295,150.00	\$	\$ 1.25	\$ 73,787.50	\$ 5.84	\$ 344,735.20	\$	\$ 344,735.20
9	P.C.C. Pavement (8")	57,809	S.Y.	\$ 35.00	\$ 2,023,315.00	\$	\$ 35.50	\$ 2,052,219.50	\$ 33.52	\$ 1,937,757.68	\$	\$ 1,937,757.68
10	Pavement Marking Removal	4,992	S.F.	\$ 1.25	\$ 11,240.00	\$	\$ 0.85	\$ 7,643.20	\$ 1.60	\$ 14,387.20	\$	\$ 14,387.20
11	Saw Cut	269	L.F.	\$ 5.00	\$ 1,345.00	\$	\$ 5.00	\$ 1,345.00	\$ 7.80	\$ 2,098.20	\$	\$ 2,098.20
12	Existing P.C.C. Pavement Removal (6" +/-) (Stockpile)	58,521	S.Y.	\$ 4.50	\$ 263,344.50	\$	\$ 5.10	\$ 298,457.10	\$ 5.92	\$ 346,444.32	\$	\$ 346,444.32
13	Remove Existing Underdrain System	1	L.S.	\$ 10,000.00	\$ 10,000.00	\$	\$ 3,500.00	\$ 3,500.00	\$ 7,299.89	\$ 7,299.89	\$	\$ 7,299.89
14	Reflowicized Pavement Marking	33,696	S.F.	\$ 1.50	\$ 50,544.00	\$	\$ 1.00	\$ 33,696.00	\$ 1.34	\$ 45,152.64	\$	\$ 45,152.64
15	Non Reflecticized Pavement Marking	8,692	S.F.	\$ 1.25	\$ 10,865.00	\$	\$ 0.70	\$ 6,084.40	\$ 1.00	\$ 8,682.00	\$	\$ 8,682.00
16	Temporary Non Reflecticized Pavement Marking	5,029	S.F.	\$ 1.25	\$ 6,286.25	\$	\$ 0.82	\$ 4,123.78	\$ 1.00	\$ 5,029.00	\$	\$ 5,029.00
17	Conventional Underdrain (4")	9,846	L.F.	\$ 16.00	\$ 157,536.00	\$	\$ 9.40	\$ 92,552.40	\$ 11.25	\$ 110,767.50	\$	\$ 110,767.50
18	Non-Perforated Outlet Pipe (4")	1,698	L.F.	\$ 12.00	\$ 20,376.00	\$	\$ 9.40	\$ 15,961.20	\$ 7.13	\$ 12,106.74	\$	\$ 12,106.74
19	Underdrain Cleanout Riser	14	EA.	\$ 750.00	\$ 10,500.00	\$	\$ 260.00	\$ 3,640.00	\$ 478.35	\$ 6,696.90	\$	\$ 6,696.90
20	Splash Pad	9	EA.	\$ 400.00	\$ 3,600.00	\$	\$ 520.00	\$ 4,680.00	\$ 645.33	\$ 5,807.97	\$	\$ 5,807.97
21	Seeding	61.1	ACRE	\$ 1,000.00	\$ 61,100.00	\$	\$ 675.00	\$ 41,242.50	\$ 660.00	\$ 40,326.00	\$	\$ 40,326.00
22	Mulching	24,650	C.Y.	\$ 10.00	\$ 246,500.00	\$	\$ 1.40	\$ 34,510.00	\$ 4.01	\$ 98,846.50	\$	\$ 98,846.50
23	Underground Cable (1/c, #8 AWG, 5kV, XLPI/USE)	61.1	ACRE	\$ 750.00	\$ 45,825.00	\$	\$ 675.00	\$ 41,242.50	\$ 660.00	\$ 40,326.00	\$	\$ 40,326.00
24	Underground Cable (1/c, #2 AWG, 600V)	14,844	L.F.	\$ 1.50	\$ 22,266.00	\$	\$ 1.35	\$ 20,039.40	\$ 1.18	\$ 17,515.92	\$	\$ 17,515.92
25	Ground, #6 AWG Insulated Wire (600V, XHHW) Green, Revised Per Addendum No. 1	9,420	L.F.	\$ 1.50	\$ 14,130.00	\$	\$ 2.65	\$ 24,963.00	\$ 2.48	\$ 23,361.60	\$	\$ 23,361.60
26	Bara Counterpoise Wire (#6 AWG) Installed in Separate Trench	4,125	L.F.	\$ 1.50	\$ 6,187.50	\$	\$ 2.15	\$ 8,868.75	\$ 1.23	\$ 5,073.75	\$	\$ 5,073.75
27	Cable Trenching	11,809	L.F.	\$ 1.50	\$ 17,713.50	\$	\$ 1.65	\$ 19,484.85	\$ 1.57	\$ 18,540.13	\$	\$ 18,540.13
28	2-4" PVC, Schedule 40, Concrete Encased Electrical Duct	17,148	L.F.	\$ 2.00	\$ 34,296.00	\$	\$ 2.15	\$ 36,668.20	\$ 4.19	\$ 71,850.12	\$	\$ 71,850.12
29	Relocate 2-Box PAPI System	212	L.F.	\$ 30.00	\$ 6,360.00	\$	\$ 41.00	\$ 8,692.00	\$ 30.00	\$ 6,360.00	\$	\$ 6,360.00
30	Removal of Existing Lighting System	1	EA.	\$ 5,000.00	\$ 5,000.00	\$	\$ 5,250.00	\$ 5,250.00	\$ 8,655.00	\$ 8,655.00	\$	\$ 8,655.00
31	Relocate REIL System	1	L.S.	\$ 10,000.00	\$ 10,000.00	\$	\$ 2,250.00	\$ 2,250.00	\$ 6,492.00	\$ 6,492.00	\$	\$ 6,492.00
32	M.I.R.L., Base Mounted (Red/Green)	2	EA.	\$ 700.00	\$ 1,400.00	\$	\$ 5,500.00	\$ 11,000.00	\$ 5,295.00	\$ 10,590.00	\$	\$ 10,590.00
33	M.I.R.L., Stake Mounted (Red/Green)	4	EA.	\$ 500.00	\$ 2,000.00	\$	\$ 625.00	\$ 2,500.00	\$ 906.00	\$ 3,624.00	\$	\$ 3,624.00
34	M.I.R.L., Stake Mounted (Clear/Yellow)	12	EA.	\$ 500.00	\$ 6,000.00	\$	\$ 500.00	\$ 6,000.00	\$ 570.00	\$ 6,840.00	\$	\$ 6,840.00
35	M.I.R.L., Stake Mounted (Clear/Yellow)	8	EA.	\$ 700.00	\$ 5,600.00	\$	\$ 625.00	\$ 5,000.00	\$ 908.00	\$ 7,264.00	\$	\$ 7,264.00
36	M.I.R.L., Stake Mounted (Clear/Yellow)	32	EA.	\$ 500.00	\$ 16,000.00	\$	\$ 425.00	\$ 13,600.00	\$ 570.00	\$ 18,240.00	\$	\$ 18,240.00
37	M.I.R.L., Stake Mounted (Clear/Clear)	2	EA.	\$ 700.00	\$ 1,400.00	\$	\$ 625.00	\$ 1,250.00	\$ 881.00	\$ 1,762.00	\$	\$ 1,762.00
38	M.I.R.L., Stake Mounted (Clear/Clear)	11	EA.	\$ 500.00	\$ 5,500.00	\$	\$ 425.00	\$ 4,675.00	\$ 541.00	\$ 5,951.00	\$	\$ 5,951.00
39	M.I.T.L., Stake Mounted (Blue Lens)	16	EA.	\$ 400.00	\$ 6,400.00	\$	\$ 425.00	\$ 6,800.00	\$ 539.00	\$ 8,624.00	\$	\$ 8,624.00
40	Retroreflective Marker	2	EA.	\$ 100.00	\$ 200.00	\$	\$ 150.00	\$ 300.00	\$ 106.00	\$ 212.00	\$	\$ 212.00
				<b>BASE BID TOTAL</b>			\$ 4,767,423.75	\$ 3,954,119.06	\$ 4,985,812.12			



PERSONNEL DEPARTMENT

September 16, 2013

Mayor Mary Elaine Horn  
Members of the City Council  
Sedalia, Missouri

RE: Original Records Destruction

As per RSMo 109.250(4), City records that are on file in the Personnel Office and have met the retention schedule will be destroyed in compliance with the guidelines established by the Secretary of State's Office. The Personnel Office does hereby request that the City Council authorize the destruction of the following documents:

- General applications of March, 2013 – Retention 6 month:

I hereby certify that the records described are no longer needed in the transaction of current business and no longer possess sufficient administrative, legal, historical or fiscal value to warrant further keeping.

Method of destruction will be by shredder.

Sincerely,

A handwritten signature in cursive script, appearing to read "John L. Rice".

John L. Rice  
Personnel Director

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

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

**AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND JOHN K. KROEGER CONSTRUCTION, LLC D/B/A PREFERRED CONSTRUCTION, FOR THE SIDEWALK PROJECT ON GRAND AVENUE FROM 16<sup>TH</sup> STREET TO BROADWAY IN THE CITY OF SEDALIA, MISSOURI.**

**WHEREAS**, The City of Sedalia, Missouri, received a proposal from Preferred Construction; and

**WHEREAS**, under the proposal, the City of Sedalia, Missouri, shall give the total sum and amount of Ninety-five Thousand Eight Hundred Dollars (\$95,800.00) to John K. Kroeger Construction, LLC d/b/a Preferred Construction, for the Sidewalk Project on Grand Avenue from 16<sup>th</sup> Street to Broadway contained in Project No. 2013-09, dated August 6, 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 John K. Kroeger Construction, LLC d/b/a Preferred Construction 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 23<sup>rd</sup> day of September 2013.

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

Approved by the Mayor of said City this 23<sup>rd</sup> day of September 2013.

ATTEST:

\_\_\_\_\_  
Mary Elaine Horn, Mayor

\_\_\_\_\_  
Arlene Silvey, MRCC  
City Clerk

CITY OF  
SEDALIA, MISSOURI

NOTICE TO CONTRACTORS  
PROPOSAL, CONTRACT, BOND, AND SPECIFICATIONS

FOR  
SIDEWALK PROJECT: GRAND AVENUE 16<sup>TH</sup> TO BROADWAY

PROJECT NO. 2013-09

AUGUST 6, 2013

BIDDER: Preferred Construction

ADDRESS: 24545 Deer Run Dr.  
Smithton MO 65350

TELEPHONE NUMBER: 660 221 9171

DATE: 8-29-13

**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 **SIDEWALK PROJECT: GRAND AVENUE 16<sup>TH</sup> TO BROADWAY, Project 2013-09, dated August 6, 2013**, as noted in these contract documents for the following price(s):

**BASE BID:**

Item No.	Description	Unit	Unit Cost	Amount
1	4" Sidewalk Remove and Replace	8600 SF		52,600 <sup>-</sup>
2	6" Sidewalk Remove and Replace (driveway crossings)	2300 SF		19,100 <sup>-</sup>
3	Tree Removal	4 Each		2,200 <sup>-</sup>
4	Truncated Domes	9 Each		1,800 <sup>-</sup>
5	Traffic Control	Lump Sum		- 0 -
6	Final Grading and Seeding	Lump Sum		3,000 <sup>-</sup>

**BID ALTERNATE:**

Item No.	Description	Unit	Unit Cost	Amount
1	6" Driveway Approach Remove and Replace	SF	2100	17,100 <sup>-</sup>

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 BASE BID:** \$ 78,700<sup>-</sup>

**TOTAL AMOUNT OF BID ALTERNATE:** \$ 17,100<sup>-</sup>

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

Addendum No. \_\_\_\_\_  
 Addendum No. \_\_\_\_\_  
 Addendum No. \_\_\_\_\_

Dated: \_\_\_\_\_  
 Dated: \_\_\_\_\_  
 Dated: \_\_\_\_\_

The undersigned agrees, if this proposal is accepted, to complete the work by March 31, 2014. However, once work is started, it must be completed within 60 days from the date of the Notice to Proceed.

NAME OF BIDDER: Preferred Construction

BY: J. Kevin Kroeger

TITLE: Owner

ADDRESS: 24545 Deer Run Dr Smithton

DATE: 8-27-13 MO. 65350

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 **SIDEWALK PROJECT: GRAND AVENUE 16<sup>TH</sup> TO BROADWAY, Project 2013-09, dated August 6, 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 three (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.

**SIDEWALK PROJECT: GRAND AVENUE 16<sup>TH</sup> TO BROADWAY, Project 2013-09, dated August 6, 2013**

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.

AFFIDAVIT

COMPLIANCE WITH THE PREVAILING WAGE LAW

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 290, Section 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination No. 20 issued by the Division of Labor Standards on the *28<sup>th</sup> day of June, 2013*, in carrying out the contract and work in connection with

\_\_\_\_\_ located at \_\_\_\_\_ in  
(Name of Project) (Name of Institution)

\_\_\_\_\_ County, Missouri, and completed on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
(Signature)

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



**State of Missouri**  
**Robin Carnahan, Secretary of State**

File Number: 200825690297  
 X00919199  
 Date Filed: 09/12/2008  
 Expiration Date: 09/12/2013  
 Robin Carnahan  
 Secretary of State

### Registration of Fictitious Name

This fictitious name filing shall expire 5 years from the date filed unless a renewal filing is submitted within 6 months prior to the expiration date.

This information is for the use of the public and gives no protection to the name being registered. There is no provision in this Chapter to keep another person or business entity from adopting and using the same name. (Chapter 417, RSMo)

**The undersigned is doing business under the following name, and at the following address:**

Business name to be registered: **Preferred Construction**  
 Business address: **24545 Deer Run Drive**  
 City, State and Zip Code: **Smithton MO 65350**

If all parties are jointly and severally liable, percentage of ownership need not be listed.

Name of Owners, Individual or Business Entity	Street and Number	City and State	Zip Code	If listed, Percentage of ownership must equal 100%
John K Kroeger Construction LLC	24545 Deer Run Drive	Smithton MO	65350	100%

**In Affirmation thereof, the facts stated above are true:**

(The undersigned understands that false statements made in this filing are subject to the penalties of a false declaration under Section 575.060, RSMo)

**John K Kroeger Construction LLC**

*(Authorized Signature)*

**Organizer**

*(Authorized Party Relationship)*

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

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

**AN ORDINANCE APPROVING THE SALE OF REAL PROPERTY KNOWN IN HUBBARD PARK TO MISSOURI VALLEY COMMUNITY ACTION AGENCY FROM THE CITY OF SEDALIA, MISSOURI FOR NO CONSIDERATION.**

WHEREAS, the City of Sedalia, Missouri has received a proposal from the Missouri Valley Community Action Agency (“MVCAA”) for the City to donate a portion of real estate in Hubbard Park so that MVCAA can construct a new Head Start facility within five (5) years at this location. Because of the public good that this agency provides to the City and community, and the fact that the Parks Department has not improved this land, no consideration for the sale of the land is appropriate. However, in the future event that the said property would ever be sold by MVCAA, MVCAA agrees to execute a right of first refusal with the City. The real estate contract, right of first refusal agreement and proposed deed are attached hereto and incorporated herein by reference as Exhibit A.

**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 approves and accepts the terms of the said contract for the sale of said property, the right of first refusal agreement and proposed deed in substantially the same form and content as proposed in Exhibit A.

**Section 2.** The Council of the City of Sedalia, Missouri, hereby approves and accepts the warranty deed by and between the City of Sedalia, Missouri and MVCAA for the property described in Exhibit A.

**Section 3.** The City Administrator is authorized to accept the said contract, sign said agreement and execute all closing documents on behalf of the City of Sedalia, Missouri and the City Clerk is hereby authorized and directed to file in her office the said agreement after recording said agreement, deed and ordinance with the Pettis County Recorder of Deeds.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 23<sup>rd</sup> day of September 2013.

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

Approved by the Mayor of said City this this 23rd day of September, 2013.

\_\_\_\_\_  
Mary Elaine Horn, Mayor

ATTEST:

\_\_\_\_\_  
Arlene Silvey, MRCC  
City Clerk

Exhibit A

Legal Description

BEGINNING WHERE THE NORTH LINE OF MORGAN STREET IN THE CITY OF SEDALIA, INTERSECTS THE WEST LINE OF MISSOURI AVENUE; THENCE NORTHEASTERLY ALONG THE WEST LINE OF MISSOURI AVENUE, 791.50 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED BY DEED RECORDED IN WARRANTY DEED BOOK 3 PAGE 247; THENCE WEST (NORTH 80° 17' 22" WEST) PARALLEL WITH THE NORTH LINE OF MORGAN STREET IF EXTENDED WEST IN THE DIRECTION IT NOW RUNS 250.0 FEET; THENCE NORTH (NORTH 10° 12' 13" EAST) PARALLEL WITH MISSOURI AVENUE, 150.0 FEET; THENCE WEST (NORTH 80° 17' 22" WEST) PARALLEL WITH SAID WESTERN EXTENSION OF MORGAN STREET, 250.0 FEET; THENCE NORTH (NORTH 10° 12' 13" EAST) PARALLEL WITH MISSOURI AVENUE, 175.0 FEET; THENCE WEST (NORTH 80° 17' 22" WEST) PARALLEL WITH SAID EXTENSION OF MORGAN STREET, 60.0 FEET TO THE POINT OF BEGINNING; THENCE NORTH (NORTH 10° 12' 13" EAST) PARALLEL WITH MISSOURI AVENUE, 173.50 FEET; THENCE WEST (NORTH 80° 17' 22" WEST) PARALLEL WITH SAID EXTENSION OF MORGAN STREET, 492.87 FEET TO THE EAST LINE OF A TRACT OF LAND CONVEYED BY WARRANTY DEED IN BOOK 1 PAGE 477; THENCE SOUTH (SOUTH 00° 18' 39" EAST) ALONG THE EAST LINE OF SAID TRACT AND THE PROLONGATION OF SAID EAST LINE, 410.82 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MARTIN LUTHER KING DRIVE; THENCE SOUTH 86° 31' 57" EAST, ALONG SAID NORTH LINE, 130.55 FEET; THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 363.73 FEET AN ARC DISTANCE OF 312.34 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, NORTH 10° 12' 13" EAST, 312.25 FEET TO THE POINT OF BEGINNING.



ATTEST:

\_\_\_\_\_  
Arlene Silvey, MRCC City Clerk

(SEAL)

**GRANTEE:**

Missouri Valley Community Action Agency

By \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

(SEAL)

Exhibit A

Legal Description

**RIGHT OF FIRST REFUSAL**

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between Missouri Valley Community Action Agency (hereinafter referred to as “Grantor”), and City of Sedalia, Missouri (hereinafter referred to as “Grantee”).

**WITNESSETH**, that the said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents does grant, bargain, sell and convey unto said Grantee, its successors and assigns, a Right of First Refusal, the terms of which are more particularly set out below, to a tract of land (hereinafter referred to as the “Property”), situate, lying and being in the County of Pettis, State of Missouri, more particularly described as follows, to-wit:

BEGINNING WHERE THE NORTH LINE OF MORGAN STREET IN THE CITY OF SEDALIA, INTERSECTS THE WEST LINE OF MISSOURI AVENUE; THENCE NORTHEASTERLY ALONG THE WEST LINE OF MISSOURI AVENUE, 791.50 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED BY DEED RECORDED IN WARRANTY DEED BOOK 3 PAGE 247; THENCE WEST (NORTH 80° 17' 22" WEST) PARALLEL WITH THE NORTH LINE OF MORGAN STREET IF EXTENDED WEST IN THE DIRECTION IT NOW RUNS 250.0 FEET; THENCE NORTH (NORTH 10° 12' 13" EAST) PARALLEL WITH MISSOURI AVENUE, 150.0 FEET; THENCE WEST (NORTH 80° 17' 22" WEST) PARALLEL WITH SAID WESTERN EXTENSION OF MORGAN STREET, 250.0 FEET; THENCE NORTH (NORTH 10° 12' 13" EAST) PARALLEL WITH MISSOURI AVENUE, 175.0 FEET; THENCE WEST (NORTH 80° 17' 22" WEST) PARALLEL WITH SAID EXTENSION OF MORGAN STREET, 60.0 FEET TO THE POINT OF BEGINNING; THENCE NORTH (NORTH 10° 12' 13" EAST) PARALLEL WITH MISSOURI AVENUE, 173.50 FEET; THENCE WEST (NORTH 80° 17' 22" WEST) PARALLEL WITH SAID EXTENSION OF MORGAN STREET, 492.87 FEET TO THE EAST LINE OF A TRACT OF LAND CONVEYED BY WARRANTY DEED IN BOOK 1 PAGE 477; THENCE SOUTH (SOUTH 00° 18' 39" EAST) ALONG THE EAST LINE OF SAID TRACT AND THE PROLONGATION OF SAID EAST LINE, 410.82 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MARTIN LUTHER KING DRIVE; THENCE SOUTH 86° 31' 57" EAST, ALONG SAID NORTH LINE, 130.55 FEET; THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 363.73 FEET AN ARC DISTANCE OF 312.34 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, NORTH 10° 12' 13" EAST, 312.25 FEET TO THE POINT OF BEGINNING.

1. **Option to Purchase.** Should Grantor desire to sell the property, then Grantee shall have the first opportunity and privilege of purchasing the same. The parties shall negotiate a sale of the property in good faith, and should they be unable to arrive at an agreement relating to the sale price, then the following procedure shall be implemented:

A. Grantor shall give Grantee written notice of its intention to sell the property. The notice shall state the name and address of a person selected by Grantor to appraise the property. Within thirty (30) days after receipt of such notice, Grantee shall notify Grantor in writing of the name and address of the person that Grantee has selected to appraise the property. The parties shall then request these appraisers to meet and select a third appraiser, and the three (3) appraisers shall then determine the fair market value of the property and transmit written notice of their decision to Grantor and Grantee.

B. Within thirty (30) days after receipt of the decision of the appraisers as to the fair market value of the property, Grantee shall give written notice of its intent to purchase the property at its fair market value. If such notice is not given within thirty (30) days, then the option shall expire.

2. **Right of First Refusal.** If at any time the Grantor shall receive a bona fide offer from any person, persons, organization or organizations to purchase or lease in whole or in part, the Property, the Grantor shall send Grantee a copy of the executed contract and notify Grantee of its intention to accept same. The Grantee shall have the right within 60 days to accept the terms of said contract in writing and within 10 days thereafter to purchase the above-described property in his own name or in the name of a nominee, for the gross purchase or lease price and on the terms specified in said contract. If the Grantee shall not so elect within the said period of 60 days, the Grantor may then sell or lease the above-described property to said offerer provided the said sale is on the said terms and conditions and for the price set forth in the said contract sent to Grantee.

3. Notwithstanding anything to the contrary contained herein, this Option to Purchase and Right of First Refusal shall in no way restrict Grantor's right, power or authority to mortgage or encumber, grant easements, or grant a lease or leases, without option to purchase and for a term (including both primary and option periods) not in excess of 20 years. Nor shall this right of First Refusal in any way restrict or prohibit transfers by operation of law or transfers between Grantor and Grantee herein.

4. **Termination.** This Option to Purchase and Right of First Refusal shall extinguish, terminate and be null and void upon the consummation of assignment, sale, transfer or conveyance in fee simple to a third party of the above-described premises after full compliance with the terms of this Option to Purchase and Right of First Refusal, provided the sale or lease is in the said terms and conditions and for the price set forth in the said contract sent to Grantee; however, if such sale or lease is not consummated, this Option to Purchase and Right of First Refusal shall remain in effect.

5. **Correspondence.** Any and all writings required hereunder shall be sent by certified mail, postage prepaid, to the parties hereto at the following addresses:

Grantors: Missouri Valley Community Action Agency  
1415 South Odell  
Marshall, Missouri 65340

Grantees: City Administrator  
City of Sedalia  
200 South Osage Avenue  
Sedalia, Missouri 65301

Either party may change the above name or address by sending a certified letter to such effect addressed as above.

**IN WITNESS WHEREOF**, the parties hereto have set their respective hands the

day and year first above written, in duplicate.

**GRANTOR:**

Missouri Valley Community Action Agency

By \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

(SEAL)

**GRANTEE:**

City of Sedalia, Missouri

By \_\_\_\_\_  
Gary Edwards, City Administrator

ATTEST:

\_\_\_\_\_  
Arlene Silvey, MRCC City Clerk

(SEAL)

Title of Document: **WARRANTY DEED**

Execution Date of Document: \_\_\_\_\_, 2013

Grantors' Names & Mailing Addresses: **City of Sedalia, a Missouri Municipal Corporation, 200 South Osage, Sedalia, Missouri 65301 (Attention: City Administrator)**

Grantees' Names & Mailing Addresses: **Missouri Valley Community Action Agency, 1415 South Odell. Marshall, Missouri 65340**

Legal Description of Property: **SEE EXHIBIT A ATTACHED**

Book/Page & Document Type Referred to in this Document: **N/A**

**This indenture**, made on the \_\_\_\_ day of \_\_\_\_\_, 2013, by and between **the City of Sedalia, Missouri**, a Missouri municipal corporation, Grantor, and **Missouri Valley Community Action Agency**, Grantee:

WITNESSETH: THAT SAID GRANTOR, in consideration of the sum of ZERO Dollars (\$0.00) and other valuable consideration to it in hand paid by the said grantee, the receipt of which is hereby acknowledged, does by these presents, GRANT, BARGAIN AND DONATE, CONVEY AND CONFIRM, unto the said grantee, its assigns and successors, the following described lots, tracts or parcels of land, lying, being and situate in the County of Pettis and State of Missouri, subject to easements and encumbrances of record:

**SEE EXHIBIT A ATTACHED**

TO HAVE AND TO HOLD, the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said grantee and unto its successors and assigns forever, the said grantor hereby covenanting that

it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear from any incumbrance done or suffered by it or those under whom it claims; and that said grantor will warrant and defend the title of the said premises unto the said grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said grantor has caused these presents to be signed by its Mayor and attested by its Municipal Clerk, and the seal of City of Sedalia, Missouri to be hereto attached, the day and year first above written.

**City of Sedalia, Missouri**

By: \_\_\_\_\_  
Mary Elaine Horn, Mayor

ATTEST:

\_\_\_\_\_  
Arlene Silvey, MRCC  
City Clerk

(SEAL)  
STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF PETTIS     )

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me appeared Mary Elaine Horn, to me personally known, who being by me duly sworn, did say that she is Mayor of the City of Sedalia, a Missouri municipal corporation, and that the seal affixed to the foregoing instrument is the seal of said City and that said instrument was signed and sealed in behalf of said municipal corporation by the authority of the City Council of the City of Sedalia, and said Mary Elaine Horn acknowledged said instrument to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Sedalia, Missouri, the day and year last above written.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public within and for  
said County and State.

My Commission Expires: \_\_\_\_\_

(SEAL)

Exhibit A

Legal Description

BEGINNING WHERE THE NORTH LINE OF MORGAN STREET IN THE CITY OF SEDALIA, INTERSECTS THE WEST LINE OF MISSOURI AVENUE; THENCE NORTHEASTERLY ALONG THE WEST LINE OF MISSOURI AVENUE, 791.50 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED BY DEED RECORDED IN WARRANTY DEED BOOK 3 PAGE 247; THENCE WEST (NORTH 80° 17' 22" WEST) PARALLEL WITH THE NORTH LINE OF MORGAN STREET IF EXTENDED WEST IN THE DIRECTION IT NOW RUNS 250.0 FEET; THENCE NORTH (NORTH 10° 12' 13" EAST) PARALLEL WITH MISSOURI AVENUE, 150.0 FEET; THENCE WEST (NORTH 80° 17' 22" WEST) PARALLEL WITH SAID WESTERN EXTENSION OF MORGAN STREET, 250.0 FEET; THENCE NORTH (NORTH 10° 12' 13" EAST) PARALLEL WITH MISSOURI AVENUE, 175.0 FEET; THENCE WEST (NORTH 80° 17' 22" WEST) PARALLEL WITH SAID EXTENSION OF MORGAN STREET, 60.0 FEET TO THE POINT OF BEGINNING; THENCE NORTH (NORTH 10° 12' 13" EAST) PARALLEL WITH MISSOURI AVENUE, 173.50 FEET; THENCE WEST (NORTH 80° 17' 22" WEST) PARALLEL WITH SAID EXTENSION OF MORGAN STREET, 492.87 FEET TO THE EAST LINE OF A TRACT OF LAND CONVEYED BY WARRANTY DEED IN BOOK 1 PAGE 477; THENCE SOUTH (SOUTH 00° 18' 39" EAST) ALONG THE EAST LINE OF SAID TRACT AND THE PROLONGATION OF SAID EAST LINE, 410.82 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MARTIN LUTHER KING DRIVE; THENCE SOUTH 86° 31' 57" EAST, ALONG SAID NORTH LINE, 130.55 FEET; THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 363.73 FEET AN ARC DISTANCE OF 312.34 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, NORTH 10° 12' 13" EAST, 312.25 FEET TO THE POINT OF BEGINNING.

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

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

**AN ORDINANCE ACCEPTING PERMANENT SANITARY SEWER EASEMENTS FROM YURIY LIMANSKIY AND ORISYA LIMANSKIY, HUSBAND & WIFE, DENNIS R. HUMPHREY AND JENNIFER C. HUMPHREY, HUSBAND & WIFE, AND MICHAEL F. AYRES AND BARBARA J. AYRES, HUSBAND & WIFE FOR PROPERTIES LOCATED IN KATY TRAIL WEST 4<sup>TH</sup> PLAT, AN ADDITION TO THE CITY OF SEDALIA, MISSOURI.**

**WHEREAS**, City Staff has recently determined that a city sanitary sewer line in the Katy Trail West 4<sup>th</sup> Plat Subdivision crossed three separate properties but the City had not yet obtained easements associated with said line; and

**WHEREAS**, the owners of the three separate properties have granted to the City the necessary permanent sanitary sewer easements for their respective properties attached hereto as Exhibits A, B & C and incorporated by reference herein.

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

**Section 1.** The Council of the City of Sedalia, Missouri, hereby approves and accepts the easements for sanitary sewer easement purposes from Yuriy Limanskiy and Orisya Limanskiy, Dennis R. Humphrey and Jennifer C. Humphrey, and Michael F. Ayres and Barbara J. Ayres, as proposed on the attached easements known as Exhibits A, B and C.

**Section 2.** The City Clerk is hereby directed to file in her office a duplicate or copy of the easements after they have been executed by the parties or their duly authorized representatives and after said easements have been recorded with the Pettis County Recorder of Deed's office.

**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 23<sup>rd</sup> day of September, 2013.

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

Approved by the Mayor of said City this 23<sup>rd</sup> day of September, 2013.

\_\_\_\_\_  
Mary Elaine Horn, Mayor

ATTEST:

\_\_\_\_\_  
Arlene Silvey, MRCC City Clerk

**Yuriy Limanskiy and Orisya Limanskiy – 401 Katy Circle**

Legal Description of Property: Lot 10 in Katy Trail West 4<sup>th</sup> Plat, an addition to the City of Sedalia, Missouri.

Easement Description: A 15.0 foot Sanitary Sewer Easement lying 7.5 feet each side of the following described centerline: Beginning at a point on the West line of lot 10 in Katy Trail West 4<sup>th</sup> Plat, an addition to the City of Sedalia, Pettis County, Missouri, 19.02 feet Northeasterly of the Southwest corner of said lot; thence South 27°38'26" East, 17.48 feet to a point on the South line of said lot 18.91 feet East of the Southwest corner of said lot and the termination of said easement.

**Dennis R. Humphrey and Jennifer C. Humphrey – 403 Katy Circle**

Legal Description of Property: Lot 11 in Katy Trail West 4<sup>th</sup> Plat, an addition to the City of Sedalia, Missouri.

Easement Description: A 15.0 foot Sanitary Sewer Easement lying 7.5 feet each side of the following described centerline: Beginning at a point on the West line of lot 11 in Katy Trail West 4<sup>th</sup> Plat, an addition to the City of Sedalia, Pettis County, Missouri, 22.84 feet Northeasterly of the Southwest corner of said lot; thence South 27°38'26" East, 84.77 feet to a point on the East line of said lot 19.02 feet Northeasterly of the Southeast corner of said lot and the termination of said easement.

**Michael F. Ayres and Barbara J. Ayres – 405 Katy Circle**

Legal Description of Property: Lot 12 in Katy Trail West 4<sup>th</sup> Plat, an addition to the City of Sedalia, Missouri.

Easement Description: A 15.0 foot Sanitary Sewer Easement lying 7.5 feet each side of the following described centerline: Beginning at a point on the West line of lot 12 in Katy Trail West 4<sup>th</sup> Plat, an addition to the City of Sedalia, Pettis County, Missouri, 32.58 feet Northeasterly of the Southwest corner of said lot; thence South 27°38'26" East, 84.77 feet to a point on the East line of said lot 22.84 feet Northeasterly of the Southeast corner of said lot and the termination of said easement.

To: Gary Edwards  
From: Bill Beck  
Date: September 18, 2013  
Subject: Katy Trail West Phase 4 Easements

While reviewing the plat for Katy Trail West Phase 5 we found we did not have easement for a sewer main in Katy Trail West Phase 4. The attached easements are for all properties that the sewer main crosses.

The easements are necessary to allow us entry onto the property for any repairs to the sewer main.

Thank you.

A handwritten signature in black ink, appearing to read "Bill Beck", with a large, stylized flourish underneath.

**PERMANENT SANITARY SEWER EASEMENT**

Execution Date of Document: Sept. 9<sup>th</sup>, 2013

**Grantor's/Grantors' Names & Mailing Addresses: Yuriy and Orisya Limanskiy, husband & wife as tenants by the entirety, 401 Katy Circle, Sedalia, Missouri, 65301;**

**Grantee's Name & Mailing Address: City of Sedalia, a Missouri Municipal Corporation, 200 South Osage, Sedalia, Missouri 65301 (Attention: City Administrator)**

**Legal Description of Property: Lot 10 in Katy Trail West 4th Plat, an addition to the City of Sedalia, Missouri.**

Book/Page & Document Type Referred to in this Document: N/A

KNOW ALL MEN BY THESE PRESENTS, **Yuriy and Orisya Limanskiy, husband & wife as tenants by the entirety**, of the County of Pettis, in the State of Missouri, **have** this day for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations to **them** in hand paid by **City of Sedalia, Missouri** of the County of Pettis, in the State of Missouri.

Granted, Bargained and Sold, and by these presents **does GRANT, BARGAIN AND SELL** unto the said **City of Sedalia, Missouri, its successors and assigns**, the below described tracts or parcels of land situate in the County of Pettis and the State of Missouri.

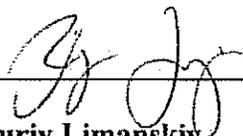
A permanent easement over, through and across the land hereafter described, for the particular purpose of laying, operating and maintaining a **sanitary sewer** pipe or pipes to be buried under the earth at a depth determined by the City of Sedalia to be the appropriate and necessary depth for the correct and practical operation of said **sanitary sewer** pipe or pipes, and for the particular purpose of ingress and egress to and from said right-of-way for all necessary purposes and incident to the installation, maintenance operation and management of said pipe or pipes, said permanent right-of-way easement being described as:

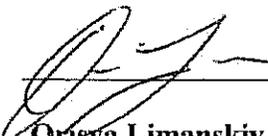
**A 15.0 foot Sanitary Sewer Easement lying 7.5 feet each side of the following described centerline: Beginning at a point on the West line**

of lot 10 in Katy Trail West 4th Plat, an addition to the City of Sedalia, Pettis County, Missouri, 19.02 feet Northeasterly of the Southwest corner of said lot; thence South 27°38'26" East, 17.48 feet to a point on the South line of said lot 18.91 feet East of the Southwest corner of said lot and the termination of said easement.

TO HAVE AND TO HOLD the premises hereby conveyed with all rights, privileges and appurtenances thereto belonging, or in any wise appertaining unto the said City of Sedalia, Missouri, its successors and assigns forever we the said Yuriy and Orisyia Limanskiy, husband & wife as tenants by the entirety, hereby covenanting to and with the said City of Sedalia, Missouri, its successors and assigns, for ourselves, our heirs, executors and administrators to Warrant and Defend the title to the premises hereby conveyed against the claims of every person whatsoever.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seals this 9<sup>th</sup> day of September, 2013.

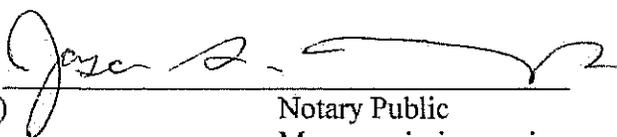
  
\_\_\_\_\_  
Yuriy Limanskiy

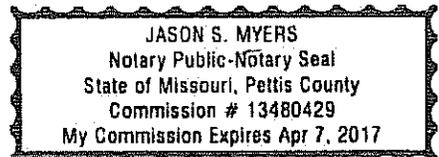
  
\_\_\_\_\_  
Orisyia Limanskiy

STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF PETTIS     )

On this 9<sup>th</sup> day of September 2013, before me personally appeared Yuriy and Orisyia Limanskiy, husband and wife, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as **their** free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county the day and year first above written.

  
\_\_\_\_\_  
(SEAL) Notary Public  
My commission expires: 4-7-2017



**PERMANENT SANITARY SEWER EASEMENT**

Execution Date of Document: Sept 10th, 2013

**Grantor's/Grantors' Names & Mailing Addresses: Dennis R. and Jennifer C. Humphrey, husband & wife as tenants by the entirety, 403 Katy Circle, Sedalia, Missouri, 65301;**

**Grantee's Name & Mailing Address: City of Sedalia, a Missouri Municipal Corporation, 200 South Osage, Sedalia, Missouri 65301 (Attention: City Administrator)**

**Legal Description of Property: Lot 11 in Katy Trail West 4th Plat, an addition to the City of Sedalia, Missouri.**

Book/Page & Document Type Referred to in this Document: N/A

KNOW ALL MEN BY THESE PRESENTS, **Dennis R. and Jennifer C. Humphrey, husband & wife as tenants by the entirety**, of the County of Pettis, in the State of Missouri, **have** this day for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations to **them** in hand paid by **City of Sedalia, Missouri** of the County of Pettis, in the State of Missouri.

Granted, Bargained and Sold, and by these presents **does GRANT, BARGAIN AND SELL** unto the said **City of Sedalia, Missouri, its successors and assigns**, the below described tracts or parcels of land situate in the County of Pettis and the State of Missouri.

A permanent easement over, through and across the land hereafter described, for the particular purpose of laying, operating and maintaining a **sanitary sewer** pipe or pipes to be buried under the earth at a depth determined by the City of Sedalia to be the appropriate and necessary depth for the correct and practical operation of said **sanitary sewer** pipe or pipes, and for the particular purpose of ingress and egress to and from said right-of-way for all necessary purposes and incident to the installation, maintenance operation and management of said pipe or pipes, said permanent right-of-way easement being described as:

**A 15.0 foot Sanitary Sewer Easement lying 7.5 feet each side of the following described centerline: Beginning at a point on the West line**

of lot 11 in Katy Trail West 4th Plat, an addition to the City of Sedalia, Pettis County, Missouri, 22.84 feet Northeasterly of the Southwest corner of said lot; thence South 27°38'26" East, 84.77 feet to a point on the East line of said lot 19.02 feet Northeasterly of the Southeast corner of said lot and the termination of said easement.

TO HAVE AND TO HOLD the premises hereby conveyed with all rights, privileges and appurtenances thereto belonging, or in any wise appertaining unto the said City of Sedalia, Missouri, its successors and assigns forever we the said Dennis R. and Jennifer C. Humphrey, husband & wife as tenants by the entirety, hereby covenanting to and with the said City of Sedalia, Missouri, its successors and assigns, for ourselves, our heirs, executors and administrators to Warrant and Defend the title to the premises hereby conveyed against the claims of every person whatsoever.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seals this 6th day of September, 2013.

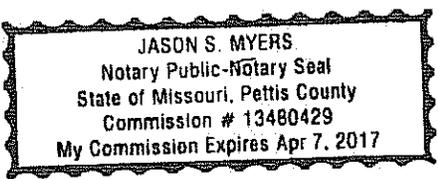
Dennis R. Humphrey Jennifer C. Humphrey  
Dennis R. Humphrey Jennifer C. Humphrey

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF PETTIS )

On this 6<sup>th</sup> day of September 201<sup>3</sup>, before me personally appeared **Dennis R. and Jennifer C. Humphrey, husband and wife**, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as **their** free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county the day and year first above written.

(SEAL) Jason S. Myers  
Notary Public  
My commission expires: 4-7-2017



**PERMANENT SANITARY SEWER EASEMENT**

Execution Date of Document: Sept. 10th, 2013

**Grantor's/Grantors' Names & Mailing Addresses: Michael F. and Barbara J. Ayres, husband & wife as tenants by the entirety, 405 Katy Circle, Sedalia, Missouri, 65301;**

**Grantee's Name & Mailing Address: City of Sedalia, a Missouri Municipal Corporation, 200 South Osage, Sedalia, Missouri 65301 (Attention: City Administrator)**

**Legal Description of Property: Lot 12 in Katy Trail West 4th Plat, an addition to the City of Sedalia, Missouri.**

Book/Page & Document Type Referred to in this Document: N/A

KNOW ALL MEN BY THESE PRESENTS, **Michael F. and Barabara J. Ayres, husband & wife as tenants by the entirety**, of the County of Pettis, in the State of Missouri, **have** this day for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations to **them** in hand paid by **City of Sedalia, Missouri** of the County of Pettis, in the State of Missouri.

Granted, Bargained and Sold, and by these presents **does GRANT, BARGAIN AND SELL** unto the said **City of Sedalia, Missouri, its successors and assigns**, the below described tracts or parcels of land situate in the County of Pettis and the State of Missouri.

A permanent easement over, through and across the land hereafter described, for the particular purpose of laying, operating and maintaining a **sanitary sewer pipe or pipes** to be buried under the earth at a depth determined by the City of Sedalia to be the appropriate and necessary depth for the correct and practical operation of said **sanitary sewer pipe or pipes**, and for the particular purpose of ingress and egress to and from said right-of-way for all necessary purposes and incident to the installation, maintenance operation and management of said pipe or pipes, said permanent right-of-way easement being described as:

**A 15.0 foot Sanitary Sewer Easement lying 7.5 feet each side of the following described centerline: Beginning at a point on the West line**

of lot 12 in Katy Trail West 4th Plat, an addition to the City of Sedalia, Pettis County, Missouri, 32.58 feet Northeasterly of the Southwest corner of said lot; thence South 27°38'26" East, 84.77 feet to a point on the East line of said lot 22.84 feet Northeasterly of the Southeast corner of said lot and the termination of said easement.

TO HAVE AND TO HOLD the premises hereby conveyed with all rights, privileges and appurtenances thereto belonging, or in any wise appertaining unto the said **City of Sedalia, Missouri, its successors and assigns** forever we the said **Michael F. and Barbara J. Ayres, husband & wife as tenants by the entirety**, hereby covenanting to and with the said **City of Sedalia, Missouri, its successors and assigns**, for **ourselves, our** heirs, executors and administrators to Warrant and Defend the title to the premises hereby conveyed against the claims of every person whatsoever.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seals this 6<sup>th</sup> day of September, 2013.

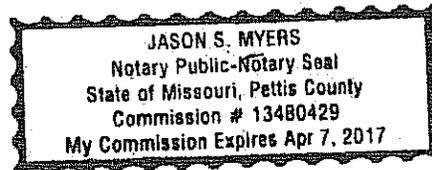
x Michael F. Ayres                      x Barbara J. Ayres  
Michael F. Ayres                      Barbara J. Ayres

STATE OF MISSOURI            )  
  ) ss.  
COUNTY OF PETTIS            )

On this 6<sup>th</sup> day of September 201<sup>3</sup>, before me personally appeared **Michael F. and Barbara J. Ayres, husband and wife**, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as **their** free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county the day and year first above written.

\_\_\_\_\_  
Jason S. Myers  
(SEAL)                      Notary Public  
My commission expires: 4-7-2017



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

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

**AN ORDINANCE APPROVING THE PURCHASE OF REAL PROPERTY KNOWN AS 118 WEST SECOND STREET FROM KENT A. BURKHOLDER AND KELLY L. BURKHOLDER, HUSBAND AND WIFE TO THE CITY OF SEDALIA, MISSOURI FOR TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00).**

**WHEREAS**, the City of Sedalia, Missouri is proposing to purchase the real estate located at 118 West Second Street in the City of Sedalia, Missouri from Kent A. Burkholder and Kelly L. Burkholder, husband and wife for the sum of twenty-five dollars (\$25,000.00) plus title insurance and closing costs. The real estate contract and proposed deed are attached hereto and incorporated herein by reference as Exhibit A.

**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 approves and accepts the terms of the said contract for the purchase of said property and proposed deed in substantially the same form and content as proposed in Exhibit A.

**Section 2.** The Council of the City of Sedalia, Missouri, hereby approves and accepts the warranty deed by and between Kent A. Burkholder and Kelly L. Burkholder, husband and wife and the City of Sedalia, Missouri for the property located at 118 West Second Street, Sedalia, Missouri.

**Section 3.** The City Administrator is authorized to accept the said agreement, sign said agreement and execute all closing documents on behalf of the City of Sedalia, Missouri and the City Clerk is hereby authorized and directed to file in her office the said agreement after recording said agreement, deed and ordinance with the Pettis County Recorder of Deeds.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 23<sup>rd</sup> day of September 2013.

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Presiding Officer of the Council

Approved by the Mayor of said City this this 23rd day of September, 2013.

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Mary Elaine Horn, Mayor

ATTEST:

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Arlene Silvey, MRCC City Clerk

**CONTRACT FOR SALE OF REAL ESTATE**

This CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, between the Kent A. Burkholder and Kelly L. Burkholder, husband and wife, **SELLERS**, and the City of Sedalia, Missouri, a Missouri municipal corporation, **BUYER**, all of Pettis County, Missouri.

WITNESSETH:

1. The Sellers agree to sell and convey, and the Buyer agree to buy, upon the terms herein set out, the following described real estate addressed as 118 West 2<sup>nd</sup> Street, Sedalia, Missouri:

EAST HALF OF LOT TEN (10) IN BLOCK 36 OF THE ORIGINAL PLAT  
OF SEDALIA, PETTIS COUNTY, MISSOURI

**Said property is subject to zoning laws, ordinances and easements and restrictions of record.**

The Sellers also agree to sell and convey, and the Buyer also agree to buy, upon the terms herein set out, all structures and any remaining personal property and fixtures within said structures as of the date of closing of this contract.

This agreement is subject to the following contingencies: none

2. The price to be paid by Buyer therefore is twenty-five thousand dollars (\$25,000.00) and other good and valuable consideration, payable, at no interest at the time of closing.

3. The Sellers shall within twenty days after date of this contract deliver to Buyer a commitment to issue an owner's policy of title insurance in the amount of the purchase price, naming Buyer as the insured, from a company authorized to insure titles in this state, insuring a merchantable fee simple title in Buyer as of the date of recording the deed. After delivery of said title insurance commitment, Buyer shall have ten days to examine said title insurance commitment and notify Sellers in writing of any objections thereto. If there be any objections, Sellers shall within a reasonable time furnish to Buyer a resolution of the objection or a new or amended title insurance commitment satisfying any such objections, but if such resolution or commitment shall not be furnished with five days after said notice, Buyer at their election may avoid this contract by written notice to the Sellers. If the failure to furnish a satisfactory title

insurance commitment is due to the fact that title defects cannot be corrected, then this contract shall be void, unless the Buyer gives notice to the Sellers in writing of its election to waive such defects, and if the Sellers were in actual good faith the Sellers shall not be liable to the Buyer for damages. The Buyer shall pay 100% of the costs for the issuance of the title insurance commitment and policy.

5. The Sellers shall give the Buyer absolute possession of their interests in the premises at the date of closing and shall convey by general warranty deed a marketable title, free from all liens and encumbrances, to Buyer.

6. The attorney's fees for writing the contract shall be paid for by the Buyer.

7. The Sellers shall keep the present insurance in force until delivery of the deed.

8. This contract shall be closed on \_\_\_\_\_, 2013 at \_\_\_\_\_ at the offices of Landmann Title Company, 119 East Fourth Street, Sedalia, Missouri 65301 at which time all papers and money shall be delivered to the respective parties. All property taxes shall be prorated between the parties as of the date of closing. The closing costs shall be paid by the Buyer. The parties can agree to a different closing date and time.

9. This agreement shall be binding on the parties thereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereunto subscribe their names the day and date first written. Executed in duplicate.

\_\_\_\_\_  
Kent A. Burkholder  
Seller

\_\_\_\_\_  
Kelly L. Burkholder  
Seller

\_\_\_\_\_  
Gary Edwards, City Administrator  
City of Sedalia, Missouri  
Buyer



Title of Document: **WARRANTY DEED**

Execution Date of Document: \_\_\_\_\_, 2013

Grantors' Names & Mailing Addresses: **Kent A. Burkholder and Kelly L. Burkholder, husband and wife as tenants by the entirety, 1890 West Timber Ridge Drive, Sedalia, Missouri 65301;**

Grantees' Names & Mailing Addresses: **City of Sedalia, a Missouri Municipal Corporation, 200 South Osage, Sedalia, Missouri 65301 (Attention: City Administrator)**

Legal Description of Property: **See Below**

Book/Page & Document Type Referred to in this Document: **N/A**

KNOW ALL MEN BY THESE PRESENTS **Kent A. Burkholder and Kelly L. Burkholder, husband and wife as tenants by the entirety**, of the County of Pettis, in the State of Missouri, **has/have** this day for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations to **them** in hand paid by **City of Sedalia, Missouri** of the County of Pettis, in the State of Missouri.

Granted, Bargained and Sold, and by these presents **do GRANT, BARGAIN AND SELL** unto the said **City of Sedalia, Missouri, its successors and assigns**, the above described tracts or parcels of land situate in the County of Pettis and the State of Missouri.

EAST HALF OF LOT TEN (10) IN BLOCK 36 OF THE ORIGINAL PLAT OF SEDALIA, PETTIS COUNTY, MISSOURI a/k/a 118 West Second Street.

TO HAVE AND TO HOLD the premises hereby conveyed with all rights, privileges and appurtenances thereto belonging, or in any wise appertaining unto the said **City of Sedalia, Missouri, its successors and assigns** forever we the said PRESENTS **Kent A. Burkholder and Kelly L. Burkholder, husband and wife as tenants by the entirety**, hereby covenanting to and with the said **City of Sedalia, Missouri, its successors and assigns**, for **ourselves, our** heirs, executors and administrators to Warrant and Defend the title to the premises hereby conveyed against the claims of every person whatsoever.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seals this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_(SEAL) \_\_\_\_\_(SEAL)  
**Kent A. Burkholder** **Kelly L. Burkholder**

STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF PETTIS     )

On this \_\_\_\_\_ day of \_\_\_\_\_ 2013, before me personally appeared **Kent A. Burkholder and Kelly L. Burkholder, husband and wife as tenants by the entirety**, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as **their** free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county the day and year first above written.

(SEAL) \_\_\_\_\_  
\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

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

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

**AN ORDINANCE ADDING SECTIONS 10-100 TO 10-106 TO THE CODE OF ORDINANCES RELATING TO CERTIFICATES OF INSPECTION RELATING TO THE CITY'S DOWNTOWN COMMERCIAL DISTRICT.**

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

**Section 1.** Sections 10-100 to 10-106 are added to read as follows:

**"SECTION 10-100: CERTIFICATES OF INSPECTION**

It shall be unlawful for any person, owner, corporation or agent to occupy or permit the occupancy of any commercial, industrial or mixed-use (combination of commercial, industrial, and/or residential) premise or structure in the City of Sedalia's Downtown Commercial District (defined as the Midtown TIF and CBCD Districts and including a section starting at Missouri Avenue and West Benton going west on Benton to North Grand Avenue, south on Grand Avenue to the alley south of West Main Street, east along said alleyway to Missouri Avenue, then South on Missouri Avenue to West Second Street and east on West Second Street to Moniteau Avenue without first obtaining a certificate of inspection for the structure. The terms "*occupy*" or "*occupancy*" shall include the movement of furniture, equipment or other property into said premise or structure.

1. For commercial or industrial structures a comprehensive inspection and certificate of comprehensive inspection shall be required prior to December 31, 2014. This initial inspection will be conducted by an independent historic structure engineer and will be at the city's expense. This comprehensive inspection by an independent contractor shall be required every ten years according to the current International Building Code that is adopted by City Council (currently IBC 2006).

2. For a commercial or industrial structure, a certificate of inspection will be issued annually. This inspection will be conducted by the City of Sedalia's Community Development Department at no expense to the owner. The annual inspection will focus on structural maintenance conditions including but not limited to the roof, masonry, foundation, building openings (windows, doors, skylights), guttering, general weatherproofing features of the building and other items as listed in the initial comprehensive inspection by the structural engineer.

**SECTION 10-101: MAKING FALSE STATEMENTS PROHIBITED**

It shall be unlawful for any person to knowingly make any false statement on an application for a certificate of occupancy.

**SECTION 10-102: NOTICES -- ISSUANCE OF CERTIFICATE**

- A. The Chief Building Official of the City of Sedalia, Missouri, shall issue all certificates of inspection.
  
- B. If the Chief Building Official of the City of Sedalia, Missouri, finds that the commercial or industrial structure does not meet the requirements of this code, he shall notify the applicant for the certificate of inspection of such deficiencies in writing, informing them that the structure may not be occupied until the deficiencies are corrected.
  
- C. When the Chief Building Official of the City of Sedalia, Missouri, finds that the commercial or industrial structure does comply with the code, he shall issue a certificate inspection.

**SECTION 10-103: OCCUPANCY**

The Chief Building Official of the City of Sedalia, Missouri, is authorized to permit continued occupancy on a conditional basis, for a term not to exceed ninety (90) days, when serious hardships interfere with completing all repairs required to bring the commercial or industrial structure into full compliance with the code. The Chief Building Official of the City of Sedalia, Missouri, may extend the expiration date of a conditional certificate of occupancy if, in his opinion, the progress of repairs to date so warrant. However, no conditional certificate of occupancy may be extended for more than ninety (90) days, for a maximum of one-hundred eighty (180) days from date of notification of failure. No conditional permit shall be issued for a structure where a condition exists which could threaten the health or safety of the occupant(s) or the general public.

**SECTION 10-104: FEES**

There shall be no fees for occupancy inspections.

**SECTION 10-105: APPEALS**

Any person who feels that an error has been made in an inspection performed by the City may request an appeal before the Board of Appeals of the City of Sedalia, Missouri as outlined in Chapter 10, Article 13, Sections 516-522.

**SECTION 10-106: CERTIFICATES NOT A WARRANTY**

In issuing a certificate of inspection, the City does not intend to, nor does it warrant, insure or guarantee to the holder thereof, to his or her assignee or to any other interested person, that there

are no violations of any provision of this Section or any other ordinance. The City makes no warranty or representation, whatsoever, as to the condition of any building.

**Section 2.** This ordinance shall be in full force and effect from and after its passage and approval as of January 1, 2014

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 23<sup>rd</sup> day of September, 2013.

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Presiding Officer of the Council

Approved by the Mayor of said City this 23<sup>rd</sup> day of September, 2013.

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Mary Elaine Horn, Mayor

ATTEST:

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Arlene Silvey, MRCC  
City Clerk

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

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

**AN ORDINANCE AMENDING SECTION 7.9(B) (CELL PHONE AND PAGER PACKAGES) OF THE TELEPHONE AND CELL PHONE USE POLICY LOCATED IN THE CITY OF SEDALIA'S PERSONNEL REGULATIONS MANUAL.**

**WHEREAS,** The City of Sedalia provides a standard cellular/pager service package for qualifying employees and said employees may receive a cell phone reimbursement; and

**WHEREAS,** The City has identified the need to amend Section 7.9(B) (Cell Phone and Pager Packages) of the Telephone and Cell Phone Use Policy located in the City's Personnel Regulations to update the rates of basic cell phone packages and basic cell phone and data packages to be used as the basis for reimbursement to qualifying employees that are issued cellular phones.

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

**Section 1.** Section 7.9 (B) (Cell Phone and Pager Packages) of the Telephone and Cell Phone Use Policy of the City's Personnel Regulations Manual is amended to read as follows:

"The city may provide a standard cellular/pager service package for qualifying individuals. Departments must receive approval from the city administrator for service packages that differ from the standard city service package.

An employee may be approved for a cell phone reimbursement and shall be reimbursed at the following rates:

- Basic cell phone a maximum of \$35.00 per month: basic cell phone and data package a maximum of \$50.00 per month. The employee is responsible for providing to the city a copy of the cell phone bill on an annual basis to receive reimbursement

Employees that are provided a cell phone are responsible for reimbursing the city for any charges associated with minutes or texting that are used for communication that is of a personal nature.

Cell phones and/or pagers issued to employees will be collected from the employee upon separation of employment."

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 23<sup>rd</sup> day of September, 2013.

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Presiding Officer of the Council

Approved by the Mayor of said City 23<sup>rd</sup> day of September, 2013.

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Mary Elaine Horn, Mayor

ATTEST:

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Arlene Silvey, MRCC  
City Clerk

City of Sedalia  
Department Bills 9-23-2013

Vendor Name	Invoice Number	Amount
Alamar Uniforms	419075	\$ 159.99
Alamar Uniforms	419075-80	\$ (10.00)
Alamar Uniforms	422004	\$ 138.59
Allied Oil & Tire Company	2646100	\$ 612.16
Allied Oil & Tire Company	3165000	\$ 615.40
Alpha Imaging Supplies Inc	2469	\$ 187.20
Applied Concepts Inc.	241337	\$ 484.00
Arlene Silvey	0913	\$ 57.35
Ascent Aviation Group, Inc.	110560	\$ 48.10
Ascent Aviation Group, Inc.	203914	\$ 29,746.59
Bichsel Jewelry	001-115472	\$ 150.00
Bings West	334	\$ 5.39
Black Dawn Industries	1818	\$ 420.00
Blockbuster LLC	0913	\$ 16.78
Bryant Motor Co	125612	\$ 65.14
Bud's Fire Extinguisher Sales	08915	\$ 3,300.00
Bud's Fire Extinguisher Sales	08916	\$ 300.00
Central Communications Inc	268437	\$ 64.00
Champion Brands LLC	446000	\$ 526.75
Champion Brands LLC	447473	\$ 255.42
Charter Communications	0913-14	\$ 94.99
Charter Communications	0913-19	\$ 134.23
City Safe & Lock Service	072283	\$ 119.95
City Safe & Lock Service	0913	\$ 35.50
Conrad Fire Equipment Inc	485413	\$ 51.30
Consolidated Electrical Distributors Inc.	8075-491892	\$ 14.98
Craig Plumbing	63825	\$ 110.00
Crescent Parts & Equipment	3482405-00	\$ 37.06
Crow-Burlingame Co	00720045896	\$ (4.99)
Crow-Burlingame Co	00720051717	\$ 34.16
Crow-Burlingame Co	00720051720	\$ (16.92)
Crow-Burlingame Co	00720051751	\$ 8.12
Crow-Burlingame Co	00720051795	\$ 9.98
Crow-Burlingame Co	00720051814	\$ 7.80
Crow-Burlingame Co	00720051819	\$ 5.19
Crow-Burlingame Co	00720051840	\$ 4.55
Crow-Burlingame Co	00720051858	\$ 58.00
Crow-Burlingame Co	00720051861	\$ 82.00
Crow-Burlingame Co	00720051871	\$ 35.80
Crow-Burlingame Co	00720051883	\$ 18.87
Crow-Burlingame Co	00720051958	\$ 3.49
Crow-Burlingame Co	00720051977	\$ 27.00
Crow-Burlingame Co	00720052029	\$ 19.01
Crow-Burlingame Co	00720052039	\$ 48.99
Crow-Burlingame Co	00720052071	\$ 4.55
Crow-Burlingame Co	00720052073	\$ 8.12
Crow-Burlingame Co	00720052079	\$ (24.50)
Crow-Burlingame Co	00720052080	\$ (74.00)
Crow-Burlingame Co	00720052086	\$ 3.90
Crow-Burlingame Co	00720052089	\$ 234.00
Crow-Burlingame Co	00720052100	\$ 32.00
Crow-Burlingame Co	00720052287	\$ 5.20
Crow-Burlingame Co	00720052322	\$ 4.06
Crow-Burlingame Co	00720052325	\$ 6.19

City of Sedalia  
Department Bills 9-23-2013

Vendor Name	Invoice Number	Amount
Crow-Burlingame Co	00720052379	\$ 107.99
Crow-Burlingame Co	00720052425	\$ 29.07
Crow-Burlingame Co	00720052455	\$ 97.30
Crow-Burlingame Co	00720052474	\$ 3.90
Crow-Burlingame Co	00720052514	\$ 11.98
Crow-Burlingame Co	00720052557	\$ 29.49
Crow-Burlingame Co	00720052578	\$ 39.80
Crow-Burlingame Co	00720052614	\$ 99.50
Crow-Burlingame Co	00720052635	\$ 28.75
Crow-Burlingame Co	00720052654	\$ 52.37
Crow-Burlingame Co	00720052673	\$ 99.50
Crow-Burlingame Co	00720052682	\$ 14.00
Crow-Burlingame Co	00720052688	\$ 77.00
Crow-Burlingame Co	00720052690	\$ 23.49
Crow-Burlingame Co	00720052761	\$ 7.80
Crow-Burlingame Co	00720052770	\$ 23.98
Crow-Burlingame Co	00720052961	\$ 9.10
Crow-Burlingame Co	00720052982	\$ 105.06
Crow-Burlingame Co	00720053029	\$ 10.49
Crow-Burlingame Co	00720053048	\$ 35.80
Crow-Burlingame Co	00720053059	\$ 78.54
Crow-Burlingame Co	00720053068	\$ 22.50
Crow-Burlingame Co	00720053069	\$ (73.44)
Crow-Burlingame Co	00720053128	\$ 30.00
Crow-Burlingame Co	00720053131	\$ 5.60
Crow-Burlingame Co	00720053177	\$ 54.50
Crow-Burlingame Co	00720053178	\$ 99.00
Crow-Burlingame Co	00720053180	\$ 5.65
Custom Auto Graphics	13353	\$ 260.00
CVS Pharmacy #10305	0913	\$ 375.00
Don's Truck Towing & Truck Wash Inc	116747	\$ 48.00
Dugan's Paint And Floorcovering	0201828	\$ 170.72
Dugan's Paint And Floorcovering	0201890	\$ 194.94
Dugan's Paint And Floorcovering	0201916	\$ 37.49
Dugan's Paint And Floorcovering	0202063	\$ 53.97
Dugan's Paint And Floorcovering	0202177	\$ 30.99
Dugan's Paint And Floorcovering	0202200	\$ 30.99
Empire District	0913-18	\$ 190.42
Empire District	0913-61L	\$ 25.86
Employee Screening Service Llc	159175	\$ 735.00
Foremost Promotions	225180	\$ 677.00
GE Money Bank	001216	\$ 108.95
GE Money Bank	009202	\$ 186.56
GE Money Bank	009360	\$ 87.96
GE Money Bank	009361	\$ 37.98
GE Money Bank	131047	\$ 21.76
Gerding Korte & Chitwood	22398	\$ 7,614.40
Greg Harrell	0913	\$ 311.01
Hank's Portable Toilets & Septic Tank Clean	908	\$ 170.00
Hillyard - Columbia	600829800	\$ 105.47
Hillyard - Columbia	600837830	\$ 20.50
Hillyard - Columbia	600843556	\$ 422.72
Interstate Batteries	4507	\$ 47.76
Jeff Luebbering	5874	\$ 175.00

City of Sedalia  
Department Bills 9-23-2013

Vendor Name	Invoice Number	Amount
John Rice	0913	\$ 113.22
KCP&L	0913-12A	\$ 570.59
KCP&L	0913-24A	\$ 22.45
KCP&L	0913-61H	\$ 17.19
KCP&L	0913-61J	\$ 127.01
KCP&L	0913-61K	\$ 18.54
KCP&L	0913-61L	\$ 81.97
KCP&L	0913-61Q	\$ 52.31
KCP&L	0913-61Y	\$ 57.41
Key Hydraulics	13-28945	\$ 11.07
Lauber Municipal Law, LLC	507	\$ 1,170.00
Lauber Municipal Law, LLC	508	\$ 2,437.50
Leon Uniform Co Inc	300183	\$ 130.90
Leon Uniform Co Inc	300183-01	\$ 81.00
Little Rock K-9 Academy	0913	\$ 12,500.00
LTL Corporation	1937	\$ 284.50
LTL Corporation	2006	\$ 81.46
LTL Corporation	2010	\$ 8.50
Mastercard Bankcard Center	0913-Degonia	\$ 237.93
Mastercard Bankcard Center	0913-Evans	\$ 524.81
Mastercard Bankcard Center	0913-Hendricks	\$ 146.11
Mastercard Bankcard Center	0913-Horn	\$ 406.85
Mastercard Bankcard Center	0913-Rice	\$ 124.50
Mastercard Bankcard Center	0913-Richardson	\$ 165.30
Mastercard Bankcard Center	0913-Simmons	\$ 1,524.72
Mastercard Bankcard Center	0913-Ward	\$ 7.33
Mastercard Bankcard Center	0913-Woolery	\$ 1,635.80
MGIA - Missouri Chapter	0913	\$ 165.00
MGIA - Missouri Chapter	0913A	\$ 165.00
MGIA - Missouri Chapter	0913B	\$ 165.00
Midland Printing Company	49047	\$ 48.18
Midland Printing Company	49081	\$ 48.18
Mid-West Refrigerated Services		\$ 75.00
MOGFOA	0913	\$ 100.00
MSU	0913	\$ 165.00
Myers Tire-Kansas City #16	31613714	\$ 69.32
Myers Tire-Kansas City #16	31614052	\$ 207.95
O'Reilly Automotive Inc.	197736	\$ 11.99
O'Reilly Automotive Inc.	200162	\$ 327.15
O'Reilly Automotive Inc.	200560	\$ 6.25
Otten Small Engine Service	118269	\$ 24.07
Otten Small Engine Service	118272	\$ (18.34)
Otten Small Engine Service	119593	\$ 2,504.92
Otten Small Engine Service	119610	\$ 32.00
Pamela Burlingame	0913	\$ 121.36
Policemen's Pension Fund	0913B	\$ 37,000.00
Printlynx	102301	\$ 20.00
Printlynx	102482	\$ 275.36
Quicksilver Water	697976	\$ 7.00
Quicksilver Water	700053	\$ 7.00
Quicksilver Water	700649	\$ 54.75
Radiotronics, Inc	244694	\$ 564.00
Reynaldo Talavera-Carlos	0913	\$ 30.00
Reynaldo Talavera-Carlos	0913A	\$ 37.50

**City of Sedalia  
Department Bills 9-23-2013**

Vendor Name	Invoice Number	Amount
Schilby's Auto Service	32225	\$ 59.95
Scott's Upholstery	0913	\$ 60.00
Sedalia Democrat	300035913	\$ 116.75
Sedalia Democrat	300036852	\$ 121.98
Sedalia Democrat	300038813	\$ 313.96
Sedalia Democrat	300043457	\$ 34.24
Sedalia Democrat	300044267	\$ 142.20
Sedalia Democrat	300044714	\$ 39.70
Sedalia Democrat	300044725	\$ 30.36
Sedalia Downtown Development	507	\$ 7,500.00
Sedalia Downtown Development	508	\$ 3,750.00
Sedalia Downtown Development	509	\$ 65.32
Sedalia Downtown Development	510	\$ 1,500.00
Smith Paper & Janitor Supply	558125	\$ 112.80
Smith Paper & Janitor Supply	558370	\$ 69.80
Smith Paper & Janitor Supply	558376	\$ 70.40
Smith Paper & Janitor Supply	558681	\$ 62.80
Smith Paper & Janitor Supply	558688	\$ 131.74
Sonequity Pest Management	106780	\$ 39.00
Sonequity Pest Management	106811	\$ 70.00
Sonequity Pest Management	106964	\$ 46.00
Sonequity Pest Management	107325	\$ 52.00
Southeastern Emergency Equipment	488870	\$ 13.68
Staples Business Advantage	3207753726	\$ 74.64
Staples Business Advantage	3208248740	\$ 221.72
Staples Business Advantage	3208248741	\$ 11.99
Staples Business Advantage	3209171176	\$ 54.34
Staples Business Advantage	3209579659	\$ 15.99
Staples Business Advantage	3209579660	\$ 71.26
Stephen Galliher	0913	\$ 16.28
Stephen Galliher	0913A	\$ 127.28
Stephens Publishing Co.	20578	\$ 145.00
Stericycle Inc.	4004349246	\$ 30.00
Terri Casto	0913	\$ 67.34
The Helping Hammer	0913	\$ 4,150.00
The J.P. Cooke Co.	250361	\$ 55.25
The Sedalia Area Chamber Of Commerce	0913-Edwards	\$ 8.00
The Sedalia Area Chamber Of Commerce	0913-Evans	\$ 8.00
The Sedalia Area Chamber Of Commerce	0913-Horn	\$ 8.00
The Sedalia Area Chamber Of Commerce	101	\$ 500.00
The Ups Store	3534	\$ 9.48
The Ups Store	9736	\$ 10.72
Trane Us Inc	32208476	\$ 4,220.64
Usps-Hasler	0913	\$ 1,500.00
W & M Welding Inc	38676	\$ 302.85
West Group	827954372	\$ 312.39
White's Cleaners	89172	\$ 10.95
511-Praxair Distribution Inc	47145897	\$ 86.29
511-Praxair Distribution Inc	47161144	\$ 148.92
Affinis Corp	0004807	\$ 11,560.84
Al Scheppers Motor Co Inc	C103692	\$ 4,670.85
Alliance Water Resources Inc	5751	\$ 22,111.00
Al's Portable Welding	3233	\$ 225.00
Al's Portable Welding	3494	\$ 325.00

**City of Sedalia  
Department Bills 9-23-2013**

Vendor Name	Invoice Number	Amount
Al's Portable Welding	3495	\$ 325.00
American Equipment Co.	53856	\$ 23,410.00
Apac-Missouri Inc	9000202816	\$ 4,982.48
Apac-Missouri Inc	9000203113	\$ 68.45
Apac-Missouri Inc	9000203172	\$ 587.28
Apac-Missouri Inc	9000203347	\$ 340.55
Apac-Missouri Inc	9000203507	\$ 235.58
Apac-Missouri Inc	9000203960	\$ 53.73
Apac-Missouri Inc	9000204184	\$ 1,027.92
Apac-Missouri Inc	9000204325	\$ 62.37
Apac-Missouri Inc	9000204359	\$ 5,638.56
Apac-Missouri Inc	9000204737	\$ 152.90
Apac-Missouri Inc	9000204901	\$ 7,969.59
Apac-Missouri Inc	9000205119	\$ 166.80
Apac-Missouri Inc	9000205238	\$ 81.00
Apac-Missouri Inc	9000205282	\$ 8,772.34
B & P Excavating	517	\$ 450.00
Blue Springs Winwater Co	043953	\$ 355.30
Boone Quarries	101210	\$ 145.13
Boone Quarries	102129	\$ 242.35
Boone Quarries	103012	\$ 267.90
Boone Quarries	103859	\$ 111.54
Brandon Industries Inc	101266	\$ 1,019.00
Brownfield Oil Co Inc	103769	\$ 24,074.77
Buso's AA Muffler Shop	6428	\$ 155.00
Central Communications Inc	378309	\$ 1,980.00
Champion Brands LLC	447471	\$ 559.35
Champion Brands LLC	447472	\$ 662.31
Cummins Mid-South Llc	023-27288	\$ 1,660.94
Custom Communications	130909	\$ 1,950.00
Custom Cut Stencil Company	47842	\$ 360.75
D C Battery Inc	067685	\$ 108.00
Donelson Construction Co. LLC	0913	\$ 217,581.45
Engineering Surveys & Services	ESS054232	\$ 186.00
Engineering Surveys & Services	ESS054160	\$ 360.00
Environmental Analysis South	122687	\$ 467.00
Fastenal Company	MOSED140358	\$ 29.94
Fastenal Company	MOSED140368	\$ 4.68
Fastenal Company	MOSED140494	\$ 44.31
Filter Belts Inc	ME79690	\$ 1,025.80
Fischer Concrete Service Inc	10928	\$ 422.88
Fischer Concrete Service Inc	10929	\$ 208.70
Fischer Concrete Service Inc	11171	\$ 1,397.29
Fluid Equipment Co Inc	5296218	\$ 342.26
Fluid Equipment Co Inc	5297219	\$ 1,674.98
Foley Industries	1350030	\$ 200.68
Fort Bend Services Inc	0184231	\$ 800.65
Harold E Smith & Sons Carpet Inc.	0913	\$ 3,662.67
Haynes Equipment Co Inc.	0029220	\$ 119.32
IBT Inc.	6121184	\$ 65.48
IBT Inc.	6131425	\$ 15.64
Insurance & Benefits Group Llc	48843	\$ 4,135.23
Jim's Tire Service Inc	1-81910	\$ 1,500.00
Key Hydraulics	13-29044	\$ 29.97

City of Sedalia  
Department Bills 9-23-2013

Vendor Name	Invoice Number	Amount
Key Hydraulics	13-29056	\$ 275.24
Key Hydraulics	13-29080	\$ 112.94
Key Hydraulics	13-29128	\$ 174.51
Knapheide Truck Equipment	JCS63962	\$ 900.00
Lea's Truck Service Llc	5887xx	\$ 11.50
Main Street Logo	211641	\$ 250.00
Mark Grose	0913	\$ 77.13
Mark's Mobile Glass Inc	WSED089841	\$ 20.00
Mastercard Bankcard Center	0913-Beck	\$ 384.80
MCI	0913	\$ 264.62
Midland Printing Company	77429	\$ 432.00
Midwest Laboratories Inc	695038	\$ 312.01
Mike Shankles	0913	\$ 19.10
Missouri One Call System Inc.	3080301	\$ 304.20
Missouri Typewriter Of Warrensburg Inc	38977	\$ 95.00
Mitchell1	IB15812909	\$ 195.27
Oceanquip LLC	13-336	\$ 266.80
Old Republic Surety Group	0913	\$ 400.00
O'Reilly Automotive Inc.	195504	\$ 255.83
O'Reilly Automotive Inc.	195847	\$ 52.79
O'Reilly Automotive Inc.	195869	\$ 82.55
O'Reilly Automotive Inc.	197491	\$ 172.74
O'Reilly Automotive Inc.	197621	\$ 220.24
O'Reilly Automotive Inc.	197654	\$ (172.74)
O'Reilly Automotive Inc.	199372	\$ 56.35
O'Reilly Automotive Inc.	200295	\$ 5.75
Quicksilver Water	700063	\$ 21.00
Quicksilver Water	700642	\$ 13.75
Refuse Parts Depot LLC	15516	\$ 3,145.05
Sedalia Electric Motors Inc	6460	\$ 575.00
Sedalia Rental & Supply	146865	\$ 168.00
Sellers Equipment Inc	IC505525	\$ 2,499.98
SMC Electric Supply	60185244-00	\$ 42.60
SMC Electric Supply	60185328-01	\$ 17.54
Smith Paper & Janitor Supply	555170	\$ 140.25
Smith Paper & Janitor Supply	558144	\$ 46.60
Smith Paper & Janitor Supply	558427	\$ 52.68
Sonequity Pest Management	107017	\$ 67.00
Sonequity Pest Management	107326	\$ 68.00
Staples Business Advantage	3207753727	\$ 12.00
Staples Business Advantage	32091711169	\$ 131.53
Staples Business Advantage	3209171170	\$ 83.03
Stewart-Amos Equipment Co	276303	\$ 1,645.09
The Ups Store	8904	\$ 52.96
The Ups Store	9124	\$ 202.65
Tim's Tree Service Llc	3362	\$ 800.00
Tim's Tree Service Llc	3363	\$ 400.00
Tim's Tree Service Llc	3368	\$ 225.00
Trans-Central Suppliers Inc	0219135	\$ 13.50
Usa Bluebook	006536	\$ 464.45
Usa Bluebook	130790	\$ 259.13
Vance Bros. Inc-Kansas City	2502	\$ 2,865.00
W & M Welding Inc	38549	\$ 55.00
W & M Welding Inc	38590	\$ 27.50

City of Sedalia  
Department Bills 9-23-2013

Vendor Name	Invoice Number	Amount
W & M Welding Inc	38652	\$ 206.51
Warehouse Tire & Muffler	149614	\$ 709.44
Warehouse Tire & Muffler	151043	\$ 561.96
WCA Waste Systems Inc.	6775	\$ 29,878.83
Westlakes Hardware	1297530	\$ 9.79
Westlakes Hardware	1297531	\$ 50.69
Westlakes Hardware	1297570	\$ 10.33
Westlakes Hardware	1297637	\$ 5.00
Westlakes Hardware	1297645	\$ 23.85
Westlakes Hardware	1297730	\$ 1.98
Westlakes Hardware	1297731	\$ 1.98
Westlakes Hardware	1297756	\$ 13.75
Westlakes Hardware	1297800	\$ 51.96
Westlakes Hardware	1297816	\$ 17.99
Westlakes Hardware	1297876	\$ 31.99
Westlakes Hardware	1297879	\$ 3.98
Westlakes Hardware	1297932	\$ 16.92
Westlakes Hardware	1297934	\$ 14.49
Westlakes Hardware	1297949	\$ 32.93
Westlakes Hardware	1298011	\$ 27.90
Westlakes Hardware	1298020	\$ 73.35
Westlakes Hardware	1298060	\$ 38.96
Westlakes Hardware	1298126	\$ 11.48
Westlakes Hardware	1298146	\$ 9.91
Westlakes Hardware	1298221	\$ 28.96
Westlakes Hardware	1298237	\$ 31.29
Westlakes Hardware	1298314	\$ 11.12
Westlakes Hardware	1298325	\$ 12.53
Westlakes Hardware	1298326	\$ 44.68
Westlakes Hardware	1298342	\$ 1.59
Westlakes Hardware	1298356	\$ 34.93
Westlakes Hardware	1298369	\$ 13.99
Zee Medical Inc	0021002190	\$ 359.42
Zee Medical Inc	D4760201	\$ 79.85
Total Bills To Be Paid		<u>\$ 555,704.99</u>