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PRE-COUNCIL MEETING

Mayor's Conference Room
Municipal Building
Monday, February 6, 2012
5:30 p.m.

MAYOR: MARY ELAINE HORN

MAYOR PRO-TEM: WILEY WALTER

Work Session – 5:30 p.m.

1. Presentation – Overview of new pay plan (Higbee Associates, Presenters)

Committee Meetings – Immediately Following Work Session

PUBLIC SAFETY COMMITTEE
Police, Fire, and Emergency Management

Stephen Galliher, Chair
Tony Arbisi, Vice Chair

PUBLIC WORKS COMMITTEE
Streets, Sanitation, Sanitary Sewer, Storm Sewers,
Buildings/Grounds, Code Enforcement, Airport,
Engineering and Community Center

Kenneth Norton, Chair
Pam Carter, Vice Chair

1. Review bids for Yard Waste Grinding #2 project and ordinance approving and accepting agreement with Agricycle, Inc. for Yard Waste Grinding #2 project.
2. Review Change Order #5 from Orr Wyatt Streetscapes for the Downtown Streetscape Phase II Project.
3. Review ordinance vacating an east-west alley in Block 14 of the Original Plat for new proposed Dollar General Store on North Ohio.
4. Review ordinance granting a special use permit to XCell Towers, LLC for 150' Monopole Cellular Relay Tower for property located in Liberty Park in the 1700 Block of Liberty Park Boulevard.
5. Review ordinance approving and accepting an agreement by and between the City of Sedalia, Missouri and XCell Towers, LLC.
6. Review ordinance approving the final plat for McDonald's Addition and dedicating public utility and roadway easements as shown on said plat to public use.
7. Review ordinance granting a rezoning application by Third National Bank, owner of property located at 1100 South Grand Avenue in the City of Sedalia, Missouri.

FINANCE/ADMINISTRATION COMMITTEE
General/Administrative and Claims

Bob Cross, Chair
Wanda Monsees, Vice Chair

1. Review Records Destruction Request from the City Clerk's Office.
2. Review ordinance adding the definition of historic marker, memorial or tablets to Section 64-201 and adding Section 64-217 regarding historic signs to the Code of Ordinances of the City of Sedalia, Missouri.



CITY COUNCIL MEETING AGENDA

City Council Chambers
Municipal Building
Monday, February 6, 2012
7:00 p.m.

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

A. SERVICE AWARDS

1. Adam Hendricks – Commander – Police Department – 15 years of service

II. MINUTES

1. Pre-Council Meeting and Regular Council Meeting January 17, 2012
2. Council Work Session January 23, 2012
3. Council Work Session January 30, 2012

III. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES

IV. ROLL CALL OF STANDING COMMITTEES

A. PUBLIC SAFETY – Councilmember Stephen Galliher

B. PUBLIC WORKS – Councilmember Kenneth Norton

1. Award bid for Yard Waste Grinding #2 Project
2. Approve Change Order #5 from Orr Wyatt Streetscapes for Streetscape Phase II

C. FINANCE / ADMINISTRATION – Councilmember Bob Cross

1. Approve Records Destruction Request from the City Clerk's Office

IV. NEW BUSINESS

A. ORDINANCES AND RESOLUTIONS

- Approving and accepting agreement with Agricycle, Inc. for Yard Waste Grinding #2 Project
- Vacating an east-west alley in Block 14 of the Original Plat for new proposed Dollar General Store on North Ohio
- Granting a special use permit to XCell Towers, LLC for 150' Monopole Cellular Relay Tower for property located in Liberty Park in the 1700 Block of Liberty Park Boulevard
- Approving and accepting an agreement by and between the City of Sedalia, Missouri and XCell Towers, LLC
- Approving the final plat of McDonald's Addition
- Granting a rezoning application by Third National Bank, owners of property located at 1100 South Grand Avenue
- Adding the definition of historic marker, memorial or tablets to Section 64-201 and adding Section 64-217 regarding historic signs to the Code of Ordinances of the City of Sedalia, Missouri

B. APPOINTMENTS

C. LIQUOR LICENSES

Renewal:

- *Robert Edwards dba Grellner Sales & Service Inc, 1510 W Henry, Wholesale Beer, \$50
- *Jerome Taylor dba Break Time #3079, 2801 W Broadway, Packaged Liquor, \$150
- *La Alegria dba El Espolon, 2400 S Limit Suite J, Liquor by Drink with Sunday Sales, \$750
- *Patricia McGrath dba McGrath's, 2901 W Broadway, Liquor by Drink, \$450

D. APPROVAL OF DEPARTMENT BILLS

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

F. GOOD AND WELFARE

G. ADJOURN



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, February 6, 2012

1. a. Award bid for Yard Waste Grinding #2 Project: The City solicited bids for the grinding of yard waste at the City of Sedalia Compost Facility, the City of Sedalia Yard Waste Drop Site and Tim's Tree Service. This project was necessitated by the excessive accumulation of tree and yard waste debris collected after major storms during the 2011 summer. The overall amount of debris plus actual sizes of larger trees were beyond the capacity of the City's own tub grinder. Two bids were received; one for \$21,535.00 from Agricycle of Valley Park, Missouri and the other for \$50,048.00 from Braik Brothers Tree Care of Columbia, Missouri. Due to the difference in bidding prices, the City confirmed with Agricycle that their pricing was correct. Staff recommends accepting the low bid of \$21,535.00 from Agricycle of Valley Park, Missouri for the Yard Waste Grinding #2 Project.

b. Approving and accepting agreement with Agricycle, Inc. for Yard Waste Grinding #2 Project: This ordinance approves an agreement between the City of Sedalia and Agricycle, Inc. for the Yard Waste Grinding #2 Project for \$21,535.00.

2. Approve Change Order #5 from Orr Wyatt Streetscapes for Streetscape Phase II: This change order #5 finalizes quantity adjustments for work completed by Orr Wyatt Streetscape during Streetscape Phase II. The total amount of the changes is \$7,157.16 which brings the total contract price to \$1,591,810.63.

3. Vacating an east-west alley in Block 14 of the Original Plat for new proposed Dollar General Store on North Ohio: Overland Properties, LLC plans to build a new Dollar General Store on property located west of Ohio Avenue and north of Morgan Street. In order to further development of this area, Overland Properties, LLC has asked that the east-west alley on the property be vacated. The company has received written consent from all owners of property abutting the alley. The City will retain a permanent easement for an existing sanity sewer line in this location.

4. Granting a special use permit to XCell Towers, LLC for 150' Monopole Cellular Relay Tower for property located in Liberty Park in the 1700 Block of Liberty Park Boulevard: This ordinance would grant XCell Towers, LLC a special use permit for a cellular relay tower to be erected in the 1700 block of Liberty Park Boulevard. The property is owned by the City of Sedalia d/b/a Sedalia Parks Department. The Planning & Zoning Commission approved XCell Towers, LLC's application at its February 1, 2012 meeting by an 8-Yes, 0-No vote.

5. Approving and accepting an agreement by and between the City of Sedalia, Missouri and XCell Towers, LLC: This ordinance approves an agreement between the City of Sedalia and XCell Towers, LLC for the lease of City property within Liberty Park. XCell Towers, LLC

plans to construct a 150' monopole cellular relay tower on the leased park property west of the park maintenance building for an initial five year period with the option of extending the lease for an additional nine (9) five year periods. The annual lease payments to the City would be \$8,400 per year (\$700 per month). It should be noted that on January 5th, the Sedalia Park Board voted to support the City's efforts to pursue this cell tower project.

6. Approving the final plat of McDonald's Addition: On February 1, 2012, the Planning and Zoning Commission received preliminary and final plat information from McDonald's Real Estate Company regarding major renovations to their business at 1611 S. Limit Avenue. The Planning & Zoning Commission approved the preliminary and final plat by an 8-Yes, 0-No vote with the contingency that no building permits be issued for any development until the Community Development Department has approved a storm water management study. The property has been assigned C-3 Commercial Zoning. This ordinance approves the preliminary and final plat of McDonald's Addition with the dedication of public utility and roadway easements.

7. Granting a rezoning application by Third National Bank, owners of property located at 1100 South Grand Avenue: Third National Bank submitted an application to the Planning and Zoning Commission to rezone property located at 1100 S. Grand Avenue from R-1 Single Family Residential District to R-3 Apartment House District. Plans call for a four-plex to be built at this site by the owners. The Planning & Zoning Commission at its February 1, 2012 approved the rezoning application by a unanimous vote of 8-Yes, 0- No.

8. Adding the definition of historic marker, memorial or tablets to Section 64-201 and adding Section 64-217 regarding historic signs to the Code of Ordinances of the City of Sedalia, Missouri: The City of Sedalia has recently received requests from "Leadership Sedalia" and the Central Business and Cultural District (CBCD) regarding the placement of six historic markers for various buildings located within downtown Sedalia. If approved, this ordinance provides a definition for historic markers, memorials or tablets, and establishes guidelines detailing the proper design, placement and specification requirements for the placement of these informational tools. The Planning and Zoning Commission reviewed this ordinance at their February 1, 2012 meeting and recommends its adoption by an 8-Yes, 0-No vote. The cost for the signs will be paid by the CBCD Commission.

Should you have any questions or concerns regarding these items, please do not hesitate to contact me prior to Monday's meeting.



CITY OF SEDALIA, MISSOURI
PRE-COUNCIL MEETING – JANUARY 17, 2012

WORK SESSION

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

Council Members present were Stephen Galliher, Tony Arbisi, Rebecca LaStrada, Wanda Monsees, Wiley Walter, Bob Cross, Pam Carter, and Kenneth Norton.

Presentation – Source Water Protection Committee

Phil Webster, with Alliance Water Resources, stated that the presentation will focus on the City's Storm Water Permit and its role in the storm water quality issue.

Mr. Webster stated that with new development comes pollution from residential, commercial and industrial sources and because of this in 1972 the Clean Water Act was passed by the Federal Government stating that all waters in the US should support fishing and swimming. There are two permits required for those who discharge pollution: the National Pollutant Discharge Environmental System (NPDES) Permit; and an Industrial Pretreatment Permit for industries to control the amount of pollution discharged. These two permits cover point source pollution which comes out of a pipe and is easy to locate and manage and lets the City know how much pollution can be discharged without harming the environment.

Mr. Webster stated that there is also a MS4 Permit that covers the water that does not come from pipes and is more complex to locate and monitor. This permit focuses on reducing storm water pollution thru education, volunteer services, more staff training, and adopting an ordinance to enforce best management practices. To educate the public a bilingual flyer is published every 4 months and is sent out with the water bills, there are educational programs with the schools, storm water stenciling, public meetings, community cleanups, going out and doing analyses and giving the data to the Conservation Department and adopt a storm drain.

Mr. Webster stated that the City has a Discharge Protection Program which involves GIS mapping, an ordinance, a plan to locate and remediate illicit discharge, and a storm water hotline. There is also a municipal operations component which is very important; with an operation and maintenance program, recycling, employee training, facility inspections, SW Pollution Prevention Plan, and reducing chemical use.

Councilman Walter inquired as to how many tickets were issued last year and stated there needed to be a system to enforce this law. Phil Webster stated that there is a log kept of offenders and if there is a repeat then Mr. Webster will go and talk to them in person and if the problem persists then the Police are called.

Presentation – Blue Ribbon Steering Committee

Drew Hill, with the Blue Ribbon Steering Committee, stated that in 2004 the Chamber of Commerce pulled together a group of leaders from around the community to develop a long range visible plan which is revised every year to encourage and recognize good things in the community. The plan covers local government, education, economic development, arts and recreation, health and wellness, and social services.

Diane Simon, with the Blue Ribbon Steering Committee, stated that the committee wants to recognize people for their efforts and that community pride is a big issue. Some of the things that the committee has done in the last year are as follows: helped with tornado cleanup, October in Churches community resource fair, contributed toward the fireworks on the 4th of July, Leadership Sedalia, Scholarship for State Fair Community College.

Ms. Simon stated that the Park Department has done a great job organizing free entertainment and events and Social Services has a program called Never Alone which focuses on single parents. Coming from the Health Department is a program called Healthy University and they have had 142 applications of which 12 will be selected for the program focusing on nutrition and being more active.

Ms. Simon stated that in the coming year the plan is to focus on the issue of unemployment and what can be done to get the word out as to what is available to help people in the community.

Ms. Simon welcomed anyone who wanted to attend any of the Blue Ribbon Steering Committee meetings which are held on the last Tuesday of each month at 8:00 am at the Pettis County Community Partnership.

COMMITTEE MEETING

Public Safety Committee – Councilman Galliher presented the following recommendations:

- Request from the Sedalia Police Department for destruction of records was moved to full Council on motion by Walter, seconded by Monsees. All in favor.
- Ordinance adding Section 24-4 to the Code of Ordinances relating to predetermined landing zones for air ambulances within the City Limits of the City of Sedalia, Missouri was moved to full Council on motion by Carter, seconded by Walter. All in favor.

Public Works Committee – Councilman Norton presented the following recommendations:

- Bid for Closed Circuit Television Equipment for the Water Pollution Control Department to Baker Equipment Co. of Edmond, OK for the amount of \$109,237.00 was moved to full Council on motion by Carter, seconded by Walter. All in favor.
- Proposal from Engineering Surveys & Services for engineering on stormwater problem at 3rd & Ohio. The area on 3rd Street between Osage and Ohio is flat and has poor drainage. was moved to full Council on motion by, seconded by. All in favor.

Finance/Administration Committee – Councilman Cross presented the following recommendation:

- Resolution adopting Tax-Exempt Financing Compliance Policy and Procedure regarding post issuance compliance with federal tax requirements with respect to governmental bond issues was moved to full Council on motion by Walter, seconded by Norton. All in favor.

City Administrator, Gary Edwards, stated that a strategic planning session with the Council will be held on Saturday, February 25, 2012 at Best Western starting at 8:00 am.

With no further comments, the meeting closed at 6:48 p.m.
Respectfully submitted: Arlene Silvey, MRCC City Clerk



CITY OF SEDALIA, MISSOURI
COUNCIL MEETING – JANUARY 17, 2012

The Council of the City of Sedalia, Missouri duly met on Tuesday, January 17, 2012, at 7:00 p.m. at the Municipal Building with Mayor Mary Elaine Horn presiding. Mayor Horn called the meeting to order and asked for a quiet moment of meditation followed by the Pledge of Allegiance led by Councilman LaStrada.

ROLL CALL:

Stephen Galliher	Present	Wiley Walter	Present
Tony Arbisi	Present	Bob Cross	Present
Rebecca LaStrada	Present	Pam Carter	Present
Wanda Monsees	Present	Kenneth Norton	Present

MINUTES:

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

- Pre-Council Meeting January 3, 2012
- Regular Council Meeting January 3, 2012

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES:

Accepted the minutes of the Citizen's Traffic Advisory Commission dated December 14, 2011 and corrected minutes dated November 16, 2011 on motion by Walter, seconded by Norton. All in favor.

ROLL CALL OF STANDING COMMITTEES:

PUBLIC SAFETY – STEPHEN GALLIHER, CHAIRMAN

Approved request from the Sedalia Police Department for the destruction of records on motion by Walter, seconded by Norton. All in favor.

PUBLIC WORKS – KENNETH NORTON, CHAIRMAN

Awarded bid for Closed Circuit Television Equipment Truck for the Water Pollution Control Department to Baker Equipment Co. of Edmond, OK for the amount of \$109,237.00 on motion by Norton, seconded by Walter. All in favor.

Accepted a proposal from Engineering Surveys & Services for engineering on stormwater problem at 3rd and Ohio for an amount not to exceed \$6,000.00 on motion by Walter, seconded by Carter. All in favor.

FINANCE & ADMINISTRATION – BOB CROSS, CHAIRMAN – No Report

NEW BUSINESS:

BILL NO. 2012-03, ORDINANCE NO. 9931 – AN ORDINANCE ADDING SECTION 24-4 TO THE CODE OF ORDINANCES RELATING TO PREDETERMINED LANDING ZONES FOR AIR AMBULANCES WITHIN THE CITY LIMITS OF THE CITY OF SEDALIA, MISSOURI was read once by title.

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

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

Roll Call Vote: Voting "Yes" were Galliher, Arbisi, LaStrada, Monsees, Walter, Cross, Carter and Norton.
No one voted "No".

RESOLUTION NO. 1816 – A RESOLUTION ADOPTING A TAX-EXEMPT FINANCING COMPLIANCE POLICY AND PROCEDURE AND APPROVING A BOND COMPLIANCE SERVICES AGREEMENT was read once by title and approved on motion by Carter, seconded by Walter. All in favor.

APPOINTMENTS:

The following letters from the Police Personnel Board and Acting Police Chief Larry Ward dated January 17, 2012 regarding Police Officer/Reserve Officer were read and approved on motion by Walter, seconded by Carter. All in favor.

“Dear Ma’ams and Sirs:

As prescribed by the Ordinances of the City of Sedalia, the following applicants have successfully tested for the position of Police Officer/Reserve Officer for the City of Sedalia. The Board has certified this candidate, contingent upon the successful completion of psychological and/or physical exams. The qualified candidates are presented in alphabetical order below.

Eligible for the Position of Police Officer/Reserve Officer:

1. Elise Ybarra

When any full-time police recruit position(s) becomes vacant, the Police Personnel Board will submit a recommendation to the Mayor and City Council for approval. Such recommendations(s) will be made from among those on the semi-annual eligibility list, and any active Reserve Officers in good standing, by the Police Personnel Board.

Respectfully submitted, Jeff Leeman, Chairman, Police Personnel Board.”

“Sirs and Ma’ams:

The Sedalia Police Department currently has one vacancy among its authorized sworn positions. I have requested the Police Personnel Board to identify and recommend the top available candidate to fill this vacancy. I was informed by the Police Personnel Board that: **1. Elise Ybarra** is the next eligible candidate. I respectfully request that you approve us to make a conditional offer of employment to him. The offer will be contingent on his successful completion of our standard physical and psychological examinations.

Thank you for your continued support of the Sedalia Police Department in fulfillment of its mission to protect and serve the citizens of, and visitors to, our community.

This memorandum is respectfully submitted.”

“Dear Ma’ams and Sirs:

The Chief of Police has notified the Board that he will be submitting a request to the Mayor and Council for authorization to fill one sworn vacancy. This letter responds to that notice.

As prescribed in the Ordinances of the City of Sedalia, the following individual is next on the current eligibility list for police officer, for the City of Sedalia. The Board recommends him for the vacant position of Sedalia Police Officer, contingent upon the successful completion of the designated physical and psychological examinations.

Recommended for the Position of Police Officer:

1. Elise Ybarra

Respectfully submitted, Jeff Leeman, Chairman, Police Personnel Board.”

BIDS:

- Closed Circuit Television Equipment Truck for WPC – November 4, 2011

LIQUOR LICENSES:

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

- Edward Featherston dba Colton's SteakHouse, 4101 W. Broadway, Sedalia, MO – Liquor by Drink with Sunday Sales.
- Robbin Griffith dba Walgreens #7428, 801 S. Limit, Sedalia, MO – Packaged Liquor with Sunday Sales.
- Austin Craddock dba Bandana's Bar-B-Q, 2909 W. Broadway, Sedalia, MO – 5% Beer by Drink with Wine.
- Jeremy Klein dba Korner Lounge, 1604 S. Ohio, Sedalia, MO – Liquor by Drink.

DEPARTMENT BILLS thru January 17, 2012 totaling \$150,455.65 were approved for payment on motion by Norton, seconded by Walter. All in favor.

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:

Councilman Galliher stated that on January 4, 2012 thru the extensive efforts of uniformed officers, drug enforcement, sting unit and the detectives unit of the Sedalia Police Department three search warrants were served with 9 arrests, drastically improving one of the City's neighborhoods and taking out a major drug supplier. Mr. Galliher stated that he is very proud of the Police Department and thanked them for a job well done.

Councilman Norton stated that the Sedalia Democrat throws the Wednesday paper out to vacant lots every week causing an issue with papers piling up adding trash to neighborhoods. There should be a way the Democrat can stop throwing the papers out at vacant lots.

GOOD & WELFARE:

Emmett Fairfax, a Realtor in Sedalia, stated he was representing the West Central Association of Realtors who had a meeting regarding their position on the city of Sedalia's proposal efforts to "clean up" the City, which are as follows: 1) Supports efforts to clean up and improve properties, 2) Believe the current ordinances and regulations are adequate if enforced properly and 3) Oppose city inspections or permits required for sale, transfer or rental of any residential property.

Tony Monsees, Realtor, stated that he has been a realtor for 43 years and wants to hold property values but does not think this is the way to do it.

The meeting adjourned at 7:15 p.m. on motion by Norton, seconded by Carter. All in favor.

THE CITY OF SEDALIA, MISSOURI

Mary Elaine Horn

Mary Elaine Horn, Mayor

Arlene Silvey MRCC

Arlene Silvey, MRCC City Clerk



CITY OF SEDALIA, MISSOURI
COUNCIL WORK SESSION – JANUARY 23, 2012

WORK SESSION

The Work Session started at 6:00 p.m. in the Conference Room at the Municipal Building.

Council Members present were Stephen Galliher, Tony Arbisi, Rebecca LaStrada, Wanda Monsees, Wiley Walter, Bob Cross and Kenneth Norton. Pam Carter was absent.

Youth Leadership Sedalia – Historic Signs

The Sedalia Leadership Adult and Youth Class of 2012 gave a presentation on the placing of historic signs in Downtown Sedalia on Ohio Street and the use of a Tagwhat Program.

The signs that will be erected will contain bulleted and chronological wording and will emphasize long –term historically significant tenants of each building. Each sign will be double sided with the same information on each side and will have a black background with raised satin finish gold letters. An initial total of six signs will be placed on Ohio Street at the following locations:

- Commerce Building – 224-232 South Ohio
- Total Look Salon – 313 South Ohio
- Hotel Bothwell – 103 East 4th
- Pettis County Courthouse – 415 South Ohio
- Uptown Theater – 227 South Ohio
- Trust Building – 4th & Ohio

The Tagwhat Program is basically an internet site that people can access to learn about the history of a building through interactive stories, videos and photos. As visitors walk by a building that is tagged, they will be able to see and interact with content on mobile devices. Content will come up when visitors enter the area and stories about the site appear as people walk by.

Each tag will contain a photo that identifies the subject and text description and each building will contain up to six media attachments (video, audio, photos) and up to 1,000 characters of text per attachment. Each tag will have its own link which visitors can share content through internet sites such as Facebook and Twitter or through the use of email and as a part of creating the tags, the Leadership Sedalia Class plans to add links to Tagwhat on various websites.

Councilman Walter inquired how the program is activated. If a visitor has a smart phone they will be able to scan a bar code in that particular building window to learn about the building or they can access the program through a computer.

City Administrator, Gary Edwards stated that a draft ordinance will be presented for Council consideration at the February 6, 2012 Council Meeting that will amend the City's sign ordinance to allow for the placement of these signs in the historical district.

Fire Department Budget Items

City Administrator, Gary Edwards informed the Council that the Fire Department budget presentation will consist of three sections: Fire Truck, Fire Station and Financing Options. Administrator Edwards added that this presentation will present items that will impact the City's budget and that similar discussions on other budget items will occur at the January 30, 2012 Work Session, February 6, 2012 Pre-Council and a proposed Work Session on February 13, 2012. All of these will lead to the Strategic Session in February to provide Council with a background so that they will be able to prioritize items for the upcoming budget.

Fire Chief, Mike Ditzfeld started by presenting the names of the project team for the construction of the new fire station. The team consists of: Chief Mike Ditzfeld, Deputy Fire Chief Greg Harrell, Dennis Paul of Septagon Construction, Robert Rollings of Rollings Architects, Erik Miller of Peckham & Wright Architects, and Shannen Imsland of Peckham & Wright Architects.

Chief Ditzfeld commented that budget items for the Fire Department contain large numbers and that the need for a new fire station materialized approximately five to six years ago and appeared in budget numbers in 2010 with an estimated cost of \$3 Million which has now exceeded that figure. The goal is to not only meet the fire protection level of the present but to also maintain a fire protection level to meet the demands of the future and to construct a facility that will meet those needs for the next 30 to 40 years.

Fire Truck

Deputy Fire Chief, Greg Harrell stated that current Fire Department apparatus are on a 15 year replacement schedule which is according to NFPA standards. Pumper trucks are used in front line service for 15 years and then are moved to reserve status for an additional 5 years. Deputy Harrell commented that the current ladder truck is at the 15 year point and this past year it was out of service for approximately 12 days due to maintenance problems and that the nearest ladder truck under mutual aid was 1 to 2 hours away if needed.

The Sedalia Fire Department has a current Class 3 ISO rating. ISO requires any community having more than five buildings that are over three stories in height (35 feet from ground to eaves) have a ladder truck. At the present time, Sedalia currently has 51 buildings that meet this criteria and the Fire Department has no reserve aerial device.

Deputy Chief Harrell stated that the Fire Department is looking at a 100 foot Platform Truck rather than a straight ladder truck. The truck they are looking at has a capability of carrying 5 people in a rescue situation. The apparatus will carry water, a pump and all other equipment like the current apparatus and will also be fully equipped with loose equipment (SCBA, hose, nozzles, axes, fire extinguishers, etc.) which will be included in the price of the truck. Deputy Harrell commented that the truck takes approximately 14 to 16 months to build but that it would be in the bid specifications that the truck would not be received until the new station building is completed first because the major problem now is that the truck being looked at will not fit in either current station.

Fire Station

Fire Chief, Mike Ditzfeld stated that the current Fire Station #2 was built in 1971 and is 40 years old. One major problem is that there is no space for a reserve truck. The current station is designed for one truck with firefighters and the other bay was for a reserve truck or for future expansion. Chief Ditzfeld commented that the Department has outgrown the current facility.

Chief Ditzfeld identified other needs at the current facility:

- Classroom space to provide training room
- Not ADA compliant
- Not compliant for any future female employees (sleeping, shower and restroom facilities)
- Exercise equipment is currently located in apparatus bay due to only space available

Councilman Walter inquired if ISO requirements would affect insurance premiums. Chief Ditzfeld stated that the Department currently has a 3 ISO rating and hopes to stay at that rating. Another area to consider in the ISO rating is response and travel time and ISO believes that Sedalia has an ideal location in regards to this. Only problem is that the Department does not have the space to add any additional equipment or manpower at the current facility.

Conceptual Design

Erik Miller, with Peckham and Wright Architects, presented a conceptual design report for Fire Station #2.

Mr. Miller gave reasons to why Fire Station #2 should be rebuilt rather than remodeled and areas to look at for remodeling include: manpower, importance ratings and the current station does not meet current codes. It will cost less to demo the current building and rebuild than to remodel the existing building.

In order to make the new station a multi-function facility, there are 4 areas to be addressed: Apparatus bays, Training tower/hose storage, Firefighter Living Area and Fire Administration.

The total project budget for the new fire station is approximately \$3.7 Million and the projected budget cost for the new fire truck is approximately \$950,000 to \$1 Million. If the City chooses to wait to address these items, costs could go up approximately 5% per year .

Financing Options

Carl Ramey, with Stifel Nicolaus, commented on two bond financing options: General Obligation Bonds and Annual Appropriation (Lease/COP's).

General Obligation Bonds

1. Require voter approval
2. 4/7ths or 2/3rds majority – 4/7ths will pass during following elections: 2012 (April, August or November) or 2013 (April)
3. Legal debt limit: Constitutional limitation to amount of outstanding general obligation bonds
4. Debt limited to maximum of 20 years
5. Annual debt service typically paid by levy on real and personal property
6. Security – full faith, credit and taxing power of borrower

7. Highest credit quality
8. Issues – Timeliness to get issue on ballot; voter approval within timeframe needed for funding; and certainty of project costs (approved for not-to-exceed amount)

Annual Appropriation Bonds – Leasehold COP's

1. Voter approval not required – action only required by City Council
2. Security – lease: Equipment or realty
3. Debt service reserve may be required
4. No debt limitation – not considered debt under Missouri Constitution
5. Flexibility in structuring final bond redemption – not limited to 20 years
6. Annual debt service paid by available funds

For this type of financing there are three options: **Option 1** – Include fire truck and fire station in bond issue and pay off in 20 years; **Option 2** – Include fire truck and fire station in bond issue and pay off principal early; and **Option 3** – Vendor financing.

City Administrator, Gary Edwards stated that the City can afford including these items in the budget but was not asking for answers tonight because he wants the Council to see the entire budget picture before making that decision. Administrator Edwards added that it is projected that revenues will be a little above last year but stated that the budget will be conservative and will project flat revenues for the coming year.

Budget Work Sessions

City Administrator, Gary Edwards stated the following dates for upcoming Budget Work Sessions: January 30, 2012; Pre-Council February 6, 2012; and February 13, 2012. Council Consensus was to also change the Strategic Planning Session previously scheduled for February 25, 2012 to February 18, 2012.

Other

Mayor Horn stated that there will be a Missouri Municipal League Legislative Conference held on February 14-15, 2012 that will focus on various municipal issues.

With no further comments, the meeting closed at 7:20 p.m.
Respectfully submitted: Arlene Silvey, MRCC City Clerk



CITY OF SEDALIA, MISSOURI
COUNCIL WORK SESSION – JANUARY 30, 2012

WORK SESSION

The Work Session started at 6:00 p.m. in the Conference Room at the Municipal Building.

Council Members present were Stephen Galliher, Tony Arbisi, Rebecca LaStrada, Wanda Monsees, Wiley Walter, Bob Cross, Pam Carter, and Kenneth Norton.

Washington Street Bridge Study (Olsson Associates)

Mike Lally, with Olsson Associates, stated that the presentation on the Washington Street Bridge Study will include 1) a timeline of events, 2) findings of the study and 3) options available to fix or rebuild the bridge.

Ken Jennison, with Olsson Associates, stated that in April 2011, Olsson provided a cursory inspection of the structure of the bridge constructed in 1910. Olsson was furnished with bridge repair plans from 1988/1989, an inspection report from Missouri Department of Transportation dated March 22, 2010 and pictures taken by the City of the corrosion on the bridge. In July, Olsson Associates developed a Scope of Work to provide an in-depth inspection and evaluation of the bridge. Because of the City's concern over the structural stability of the bridge, specifically the deflection in the roadway of the bridge at the South abutment when a vehicle travels over it, a site visit was conducted on July 14, 2011 to assess the problem of deflection. What was found is that three interior beams had 100% section loss at the end of the span allowing for the deflection. The repairs on the three beams were implemented and completed on or around September 22, 2011. After the repairs and cleaning were completed it was evident that the repairs to all the beams on the south abutment were needed. Mr. Jennison and Mr. Lally attended the September 26, 2011 Council Meeting to summarize the work that had been done and to state Olsson's opinion that the bridge could be used for light vehicular traffic until an in-depth inspection was done. The inspection was performed over a two day period on November 28 and 29, 2011. After the inspection was completed and all data evaluated, a letter was sent on December 6, 2011 stating that the bridge was structurally unsound and an immediate recommendation was to close the bridge to all traffic. No heavy vehicles allowed unless an emergency and then the emergency vehicle would have to go over the bridge 10 miles per hour.

The current inspection results showed that the substructure of the bridge is in marginal condition. All grouted bearings are deteriorated, broken or in poor condition. The floorbeam on the truss are in very poor condition. The asphalt deck and the stay-in-place corrugated steel forms are in fair condition but show evidence of repair/replacement at certain locations. The asphalt deck has developed significant cracking at all joints. On the lower side of the deck, the stay-in-place forms show discoloration, corrosion, and deterioration, which indicative of water and salt migrating through the asphalt. The timber pedestrian walkway is in reasonable condition, with a few boards missing but the timbers are in good condition and the majority of the stringers are slightly deteriorated.

A few of the reasons for the existing condition of the bridge. (1) Deterioration can be attributed to the design. (2) The cracked asphalt deck allowed a pathway for salt, water and other contaminants to make its way down to the substructure underneath where it begins the corrosion process. (3) Lack of maintenance on the structure.

Mr. Jennison stated there are three options for the City to consider

- Repair/Replace/Rehabilitate the existing bridge - This would require, altering the design replacing the entire floor system and the asphalt decking. Because of the restrictive width, the bridge federal funding would be unavailable and the estimated cost of this option is between \$875,000 to \$1,000,000. If bridge repairs are made, the life of the repairs could be 40 – 45 years if the maintenance is kept up on the bridge.
- Replace entire structure in place - The new bridge could be widened to bring the bridge up to current design standards. Foreseeable issues with in place reconstruction are right-of-way with adjoining property owners, potential historical building concerns and sight distance deficiencies. If site distance issues cannot be remedied with this option, it will not be up to current design standards and probably will not be in line for federal funding. Estimated cost to replace the entire substructure is between \$2,000,000.00 to \$2,200,000.00.
- Replace the bridge at another location. This option would require more study. Mr. Jennison stated a new bridge should give 75 – 100 years life expectancy. This off-site replacement would allow for all the substandard issues to be resolved and the bridge could be placed in the most ideal location for the needs of the city and federal funding could be a possibility. The approximate cost to replace the entire structure at another location would be \$1,500,000 to \$2,000,000 with additional funds anticipated for roadway and signal work.

City Administrator, Gary Edwards, stated the City has two options for relocation of the bridge, one is Ohio and the other is Engineer. Both of these would allow the City to obtain federal funding thru the Missouri Department of Transportation. The Ohio location would keep the bridge near the downtown area. Through MoDot the City could obtain grants to help with the cost of a bridge at a new location, where MoDot would pay 80% and the City would pay 20%. There will be no federal funds available if the bridge is left in the same location. No final decisions will be made until more research is available on funding. The City also needs to look at working with Union Pacific Railroad. Lamine or Washington would also be good locations to consider.

Councilman Galliher stated the main purpose of the bridge is to get emergency vehicles to the north side of town. Councilman LaStrada added that it is a Safety Issue because the traffic piles up when a train goes through.

Councilman Norton asked what figures would be for a bridge site on Engineer. Mr. Jennison stated the cost would figure at about \$125 - \$150 per square foot of area. Mike Lally stated that they could do a quick assessment and come up with a calculation on the Engineer location.

Cemetery Department Budget Item – New ADA Compliant Building

Cemetery Director, Roger Waters, stated the estimated cost to build a new shop and office on cemetery grounds is \$250,000.00 less the option of selling the cemetery residence for around \$60,000.00, and this would put the project cost at approximately \$190,000.00. The new location would be between Chestnut and Walnut on City owned land. Estimates have been obtained to make the house ADA compliant, which involves building a wheelchair ramp and remodeling a bathroom and one bedroom, in the amount of \$25,000.00. The current office in the two story house is not energy efficient with utility bills around \$2,400.00 per year. The current workshop has a lot of safety and liability issues; no floor drains – Overhead door to small – backhoe is too tall for the doorway, Service truck is backed out into the street – blind spots, mowers are rode up and down the street in order to get into the cemetery, Unisex bathroom issue – females and males sharing the same bathroom, No ventilation system for the removal of fumes, and fuel storage is being stored in a wooden shed outside of the main shop which is very unsecure.

City Administrator, Gary Edwards, stated that there will be a closed session February 8, 2012 for legal advice at 6:00 p.m. The strategic meeting on February 18, 2012 will be held at City Hall instead of Best Western starting at 8:00 a.m.

Mr. Edwards also stated that Carl Ramey with Stifel Nicolaus had earlier indicated that after talking to Standard & Poors, Stifel Nicholas would be comfortable with a bond issue of up to \$6 million which could include the fire station, fire truck and the Washington Street Bridge.

With no further comments, the meeting closed at 7:05 p.m.
Respectfully submitted: Arlene Silvey, MRCC City Clerk

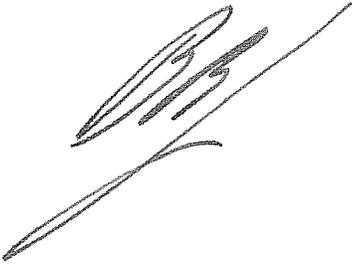
To: Gary Edwards
From: Bill Beck
Date: January 30, 2012
Subject: Yard Waste Grinding #2

We have solicited bids for the grinding of yard waste located at the City of Sedalia Compost Facility, the City of Sedalia Yard Waste Drop Site and Tim's Tree Service.

We received two bids; Braik Brothers Tree Care, Columbia, Missouri for \$50,048.00 and Agricycle, Valley Park, Missouri for \$21,535.00. Because the low bid was significantly lower; we spoke to Agricycle about their bid. They verified there was not an error in the bid and the price is correct.

The bulk of the material to be ground is the result from the wind storm damage event this past summer. The large volume and large trees involved were too much for a unit as small as our tub grinder.

This item was not budgeted. I would like to recommend we accept the low bid from Agricycle.

A handwritten signature in black ink, appearing to read "Bill Beck", with a long horizontal flourish extending to the right.

Yard Waste Grinding #2
January 11, 2012 2:00 p.m.
Mayor's Conference Room

Description	AgriCycle Inc. 39 Old Elam Ave. Valley Park, MO 63088			Braik Brother's Tree Care 8378 I-70 Dr. SE Columbia, MO 65201		
	Unit	Unit Cost	Amount	Unit	Unit Cost	Amount
Yard Waste Grinding at City of Sedalia Compost Facility - 27882 Hwy U, Sedalia, MO 65301	Per Site	-	\$ 9,000.00	Per Site	\$2.56/Cubic Yd	\$ 21,120.00
Yard Waste Grinding at City of Sedalia Yard Waste Drop Site - 1604 E. 28th Street, Sedalia, MO 65301	Per Site	-	\$ 5,410.00	Per Site	\$2.56/Cubic Yd	\$ 16,128.00
Lot Located just South of 1505 N. Grand (see map)	Per Site	-	\$ 7,125.00	Per Site	\$2.56/Cubic Yd	\$ 12,800.00
Total			\$ 21,535.00			\$ 50,048.00
Anti-Collusion Statement	YES			YES		
Bid Bond	No, 5% check in Lieu of Bid Bond			No, 5% check in Lieu of Bid Bond		

To: Gary Edwards
From: Bill Beck
Date: January 30, 2012
Subject: Streetscape Phase II Change Order No. 5

I would like to recommend the City approve Change Order No. 5, for Streetscape Phase II. This change order is necessary for final quantity adjustments. The total amount of this change order is \$7,157.16 which brings the total contract price to \$1,591,810.63.

Construction has been substantially complete since December 23, 2010. Since that time the City, along with Engineering Surveys and Services, has been in negotiations with Orr Wyatt Streetscapes to try to agree on the final amount due.

Thank you.

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

CHANGE ORDER

Sheet No. 1 of 1

Change Order No. 5

County Pettis

Route _____

To Orr Wyatt Streetscapes Contractor

Project Sedalia Downtown Streetscape Ph II

You are hereby directed to make the following changes from the contract.

Job No. 2010 - 02

1. Description and Reason for Change (Attach Supplemental Sheets if Required)

Adjust Quantities to match constructed quantities.

2. Estimate of Cost of work Affected by this Change Order.

(A) EST. LINE NO.	(B) CONTRACT ITEM NO.	(C) ITEM DESCRIPTION	(D) UNITS PREVIOUSLY PROVIDED FOR	(E) UNITS TO BE CONSTRUCTED	(F) UNITS OVERRUN, UNDERRUN, CONTINGENT	(G) CONTRACT OR AGREED UNIT PRICE	(H) AMOUNT OF OVERRUN OR PLUS CONTINGENT	(I) AMOUNT OF UNDERRUN OR MINUS CONTINGENT
	70	3" HDPE	35	33	(2)	57.45		114.90
	75	6" Gate Valve	10	8	(2)	901.16		1,802.32
	92	Connection to 6" Fire Line	1	0	(1)	3,154.04		3,154.04
	5	Unsuitable Soils	500	200	(300)	22.53		6,759.00
		Liquidated Damages			6 days	1,125.00		6,750.00
		DSI 8	0	1	LS	346.21	346.21	
		DSI 10	0	1	LS	335.43	335.43	
		DSI 11	0	1	LS	225.40	225.40	
	18	4" Concrete Sidewalk	20,633	20,776	143	3.66	523.38	
	12	Concrete Curb & Gutter	3,097	3,234	137	15.77	2,160.49	
	6	Subgrade Fabric	8,730	8,861	131	1.41	184.71	
	7	6" Aggregate Base	8,267	8,398	131	7.89	1,033.59	
	11	6" Concrete Pavement	7,399	7,530	131	41.68	5,460.08	
		RFP 4 - Main & Osage	0	1	LS	4,828.99	4,828.96	
		RFP 3 - Sump Pit	0	1	LS	619.30	619.30	
		CCR 7 - Relocate Controller	0	1	LS	1,081.60	1,081.60	
	101	Waterline St. Replacement	480	857	377	4.51	1,700.27	
		Additional Cement Mason	0	1	LS	488.00	488.00	
						TOTALS	18,987.42	18,580.26

PER 1/13/12
 E-MAIL FROM
 B. BECK

3. Settlement for Cost of the above Change to be made at Contract Unit Price Except as Noted:

1. CONTRACT AMOUNT	\$1,571,811.54	The Terms of Settlement outlined above are hereby agreed to. Orr Wyatt Streetscapes CONTRACTOR by: <u>[Signature]</u> <u>1/13/12</u> Date
2. OVERRUN THIS ORDER	7,159.16 \$407.16	
3. OVERRUN PREVIOUS	\$12,841.93	
4. TOTAL OVERRUN TO DATE	\$13,249.09	
5. TOTAL	\$1,585,060.63	

11,830.26

[Signature]
SUBMITTED ENGINEER

1,591,810.63
1/24/2012
DATE

APPROVAL RECOMMENDED LOCAL AGENCY

DATE

City of Sedalia



MUNICIPAL BUILDING
200 SOUTH OSAGE AVENUE
SEDALIA, MISSOURI 65301

TELEPHONE (660) 827-3000

FAX (660) 827-7800

February 6, 2012

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

RE: Original Records Destruction

As per RSMo 109.230(4), magnetic tapes containing Public Hearings/Meetings for the time period of May 2010 thru January 2011 that are on file in the City Clerk's Office have met the retention schedule and will be erased in compliance with the guidelines established by the Secretary of State's Office.

I hereby certify that the magnetic tapes described can be erased and re-used in the transaction of current business.

Sincerely,

Arlene Silvey, MRCC

Arlene Silvey, MRCC City Clerk

AS/jm

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND AGRICYCLE, INC. FOR YARD WASTE GRINDING #2 PROJECT.

WHEREAS, the City of Sedalia, Missouri has received a bid from Agricycle, Inc.; and

WHEREAS, under the bid, the City of Sedalia, Missouri, shall give the sum and amount of Twenty One Thousand Five Hundred Thirty-five dollars (\$21,535.00) to Agricycle, Inc. for Yard Waste Grinding #2, Project 2011-17, dated December 22, 2011, as described in the proposed agreement and bid documents, all attached hereto as Exhibit A and incorporated by reference.

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

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

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 6th day of February, 2012.

Presiding Officer of the Council

Approved by the Mayor of said City this 6th day of February, 2012.

Mary Elaine Horn, Mayor

ATTEST:

Arlene Silvey, MRCC City Clerk

CITY OF

SEDALIA, MISSOURI

NOTICE TO CONTRACTORS

PROPOSAL, CONTRACT, BOND, AND SPECIFICATIONS

FOR

YARD WASTE GRINDING #2

PROJECT NO. 2011 - 17

December 22, 2011

BIDDER: AgniCycle, Inc.

ADDRESS: 39 Old Elam Ave., Valley Park, MO 63088

TELEPHONE NUMBER: (636) 961-3344

DATE: Jan. 9, 2012

PROPOSAL

TO THE CITY OF SEDALIA, MISSOURI:

Pursuant to and in compliance with the Notice to Contractors and having examined the plans and specifications with related documents and the site(s) of the proposed work, the undersigned bidder proposes and agrees, if this proposal is accepted, to furnish all labor, materials, tools, supplies, equipment and supervision and to do all other work necessary for the **YARD WASTE GRINDING #2, Project 2011-17, dated December 22, 2011**, as noted in these contract documents for the following price(s):

Item No.	Description	Unit	Unit Cost	Amount
1	Yard Waste Grinding at City of Sedalia Compost Facility – 27882 Hwy U, Sedalia, MO 65301	Per Site		\$ 9000. ⁰⁰
2	Yard Waste Grinding at City of Sedalia Yard Waste Drop Site – 1604 E. 28 th Street, Sedalia, MO 65301	Per Site		\$ 5410. ⁰⁰
3	Lot Located just South of 1505 N. Grand (see map)	Per Site		\$ 7125. ⁰⁰

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

TOTAL AMOUNT OF BID: \$ 21,535.⁰⁰

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

Addendum No. _____	Dated: _____

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

NAME OF BIDDER: AGRICYCLE, INC.

BY: [Signature]

TITLE: OPERATIONS MANAGER

ADDRESS: 39 OLD ELAM AVE. VALLEY PARK, MO

DATE: JAN. 9 2012

63088

CONTRACT AGREEMENT

STATE OF MISSOURI
COUNTY OF PETTIS

THIS AGREEMENT AND INDENTURE MADE AND ENTERED INTO THIS, the _____ day of _____, 2011 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 _____, 2011 file with the City a copy of said contract documents together with his offer and proposal to furnish said material and perform said work at the terms therein fully stated and set forth; and,

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

IT IS, THEREFORE, AGREED:

1. That a copy of said contract documents filed as aforesaid be attached hereto and that the same do in all particulars become the agreement and contract between the parties hereto in all matters and things set forth therein and described; and further, that both parties hereby accept and agree to the terms and conditions of said contract documents so filed for the **Yard Waste Grinding #2, Project 2011-17, dated December 22, 2011,**
2. The Contract Documents hereto annexed are made a part of this agreement and contract as fully and absolutely as if herein set out.
3. That the wages paid under this contract shall be not less than the prevailing rate of wages as determined by the Missouri State Division of Labor Standards.
4. This contract is executed in four (4) copies.

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

ATTEST:

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

City Clerk

BY: _____
Gary Edwards
City Administrator

SEAL

(If a corporation)

ATTEST: _____
Secretary

SIGNATURE OF CONTRACTOR
(Party of the second part)

CONTRACTOR:

(CORPORATE SEAL)

BY: _____
(Name & Title)

(If an individual or partnership)

CONTRACTOR: _____

BY: _____
(Name & Title)

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2011 before me personally appeared _____ to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

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

Notary Public

My Commission Expires:

AFFIDAVIT

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

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

EMPLOYEE:

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

FEDERAL WORK AUTHORIZATION PROGRAM:

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

KNOWINGLY:

A person acts knowingly or with knowledge,

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

UNAUTHORIZED ALIEN:

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

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

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

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

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

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

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

YARD WASTE GRINDING #2, PROJECT NO. 2011-17

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.17 issued by the Division of Labor Standards on the *10th day of March, 2010*, 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 _____, 2011.

(Signature)

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

My Commission expires: _____

Notary Public

Robin Carnahan Secretary of State
 2011-2012 BIENNIAL REGISTRATION REPORT
 BUSINESS

File Number: 201107581225

00410548

Date Filed: 03/16/2011

Robin Carnahan

Secretary of State

I ELECT TO FILE A BIENNIAL REGISTRATION REPORT

REPORT DUE BY: 04/30/2011

00410548
 AGRICYCLE, INC.
 REBECCA A. KLING
 150 North Meramec Avenue Suite 400
 St. Louis, MO 63105

RENEWAL MONTH:

January

I OPT TO CHANGE THE CORPORATION'S
 RENEWAL MONTH TO _____ FOR A \$25.00 FEE.

PRINCIPAL PLACE OF BUSINESS OR
 CORPORATE HEADQUARTERS:

39 Old Elam Avenue (Required)

STREET

Valley Park, MO 63088

CITY/STATE ZIP

If changing the registered agent and/or registered office address, please check the appropriate box(es) and fill in the necessary information.

- The new registered agent
IF CHANGING THE REGISTERED AGENT, AN ORIGINAL WRITTEN CONSENT FROM THE NEW REGISTERED AGENT MUST BE ATTACHED AND FILED WITH THIS REGISTRATION REPORT.
- The new registered office address
Must be a Missouri address, PO Box alone is not acceptable. This section is not applicable for Banks, Trusts and Foreign Insurance.

OFFICERS

NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE). (MUST LIST PRESIDENT AND SECRETARY BELOW) **A**

PRES Patrick Geraty (Required)

STREET/RT 39 Old Elam Avenue

CITY/STATE/ZIP Valley Park, MO 63088

V-PRES Rebecca Geraty

STREET/RT 39 Old Elam Avenue

CITY/STATE/ZIP Valley Park, MO 63088

SECY Patrick Geraty (Required)

STREET/RT 39 Old Elam Avenue

CITY/STATE/ZIP Valley Park, MO 63088

TREAS

STREET/RT

CITY/STATE/ZIP

NAMES AND ADDRESSES OF ALL OTHER OFFICERS AND DIRECTORS ARE ATTACHED

BOARD OF DIRECTORS

NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE). (MUST LIST AT LEAST ONE DIRECTOR BELOW) **B**

NAME Patrick Geraty (Required)

STREET/RT 39 Old Elam Avenue

CITY/STATE/ZIP Valley Park, MO 63088

NAME

STREET/RT

CITY/STATE/ZIP

NAME

STREET/RT

CITY/STATE/ZIP

NAME

STREET/RT

CITY/STATE/ZIP

The undersigned understands that false statements made in this report are punishable for the crime of making a false declaration under Section 575.060 RSMo. Photocopy or stamped signature not acceptable.

Authorized party or officer sign here

PATRICK GERATY

(Required)

Please print name and title of signer:

PATRICK GERATY /

PRESIDENT

NAME

TITLE

REGISTRATION REPORT FEE IS:

___ \$40.00 If filed on or before 4/30

___ \$55.00 If filed on or before 5/31

___ \$70.00 If filed on or before 6/30

___ \$85.00 If filed on or before 7/31

ADD AN ADDITIONAL \$25.00 FEE IF CHANGING THE RENEWAL MONTH.

WHEN THIS FORM IS ACCEPTED BY THE SECRETARY OF STATE, BY LAW IT WILL BECOME A PUBLIC DOCUMENT AND ALL INFORMATION PROVIDED IS SUBJECT TO PUBLIC DISCLOSURE

E-MAIL ADDRESS (OPTIONAL) _____

REQUIRED INFORMATION MUST BE COMPLETE OR THE REGISTRATION REPORT WILL BE REJECTED

MAKE CHECK PAYABLE TO DIRECTOR OF REVENUE

RETURN COMPLETED REGISTRATION REPORT AND PAYMENT TO: Secretary of State, P.O. Box 1366, Jefferson City, MO 65102

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SEDALIA, MISSOURI, VACATING AN EAST-WEST ALLEY IN BLOCK 14 OF THE ORIGINAL PLAT OF THE CITY OF SEDALIA, MISSOURI.

WHEREAS, the City of Sedalia has received a request from Emmett Jackson II, Jerry Lees, Alonzo Byrd, Matt Sims and Grace Sims, Tracy Hardy and Nancy A. Miller, owners of real property located in Block 14 of the Original Plat of the City of Sedalia, Missouri, to vacate the existing alley that is located in the midst of this property; a copy of said requests and property descriptions are attached hereto and incorporated herein; and

WHEREAS, there is an existing sanitary sewer that is also located within the alley and the City is agreeable to vacating said alley but reserving for itself, a permanent easement for the existing sanitary sewer.

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

Section 1. It is hereby found and determined that an East-West alley in Block 14 of the Original Plat, in the City of Sedalia, Missouri, described as:

BEGINNING at a 5/8" rebar set at the northwest corner of Lot 1, Block 14 of the Plan of Sedalia, Missouri, recorded in Pettis County Missouri Plat Book 1 at Page 16; thence along the north line of said Lot 1, Lot 2, Lot 3, Lot 4 and Lot 5, South 76°57'49" East, 221.98 feet to a 5/8" rebar set on the west right-of-way line of Missouri Route 765 (a/k/a North Ohio Avenue); thence along said west right-of-way line, North 12°51'13" East, 20.00 feet to a 5/8" rebar set on the south line of said Lot 18; thence along the south line of said Lot 18, Lot 19, Lot 20, Lot 21, and Lot 22, North 76°57'49" West, 222.02 feet to a 5/8" rebar set on the east right-of-way line of North Osage Avenue; thence along said east right-of-way line, South 12°45'48" West, 20.00 feet to the point of beginning.

should be and the same is hereby vacated but reserving for the City of Sedalia, Missouri, a permanent easement for the existing sanitary sewer located therein.

Section 2. The City Clerk is hereby authorized and directed to file in her office said ordinance after recording said ordinance with the Pettis County Recorder of Deeds.

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 6th day of February, 2012.

Presiding Officer of the Council

Approved by the Mayor of said City this 6th day of February, 2012.

ATTEST:

Mary Elaine Horn, Mayor

Arlene Silvey, MRCC City Clerk



January 6, 2012

Devin Stevens, Public Works Manager
City of Sedalia
Municipal Building Office 203
200 S. Osage Avenue
Sedalia, Missouri 65301

RE: Dollar General Store
Vacation of Alley

Ms. Stevens:

As you are aware Overland Properties, LLC, has plans to build a new Dollar General retail store on property west of Ohio Avenue and north of Morgan Street in Sedalia. Records indicate that an existing alley crosses the property in an east/west direction. It is our understanding that a sanitary sewer main is currently within the limits of the alley.

We would like to make a formal request to the city for vacation of the alley. Per Ordinance No. 8392, we have enclosed a list of all property owners abutting the alley and signed petitions from each of the abutting owners.

Please let me know if you have any questions or need additional information.

Sincerely,

OVERLAND ENGINEERING

A handwritten signature in black ink, appearing to read "Rusty Doss", is written over the printed name.

Rusty Doss, P.E.

STREET / ALLEY VACATION PETITION

Emmett Jackson II, 421 West Cooper, Sedalia, Missouri 65301

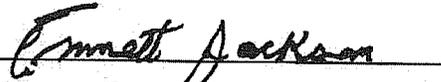
does hereby petition the City of Sedalia, Missouri to vacate the following:

The 20' alley in Block 14 between the west right-of-way of North Ohio Avenue and the east right-of-way of Osage Avenue as shown on the original plat of Sedalia as recorded in Plat Book 1, Page 16, abutted by the hereinafter described real property in the City of Sedalia, Missouri.

That the petitioner(s) is the owner in fee of the property hereinafter legally described as follows:

Lot 22, Block 14, original plat of Sedalia

The petitioner(s) requests the City of Sedalia take such appropriate and necessary action required by the Ordinances of the City of Sedalia and the Laws of the State of Missouri to vacate the alley abutted by the above-described real property.



Emmett Jackson II

STREET / ALLEY VACATION PETITION

Jerry Lees, 3520 South Park, Sedalia, Missouri 65301

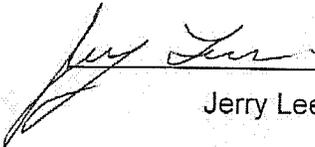
does hereby petition the City of Sedalia, Missouri to vacate the following:

The 20' alley in Block 14 between the west right-of-way of North Ohio Avenue and the east right-of-way of Osage Avenue as shown on the original plat of Sedalia as recorded in Plat Book 1, Page 16, abutted by the hereinafter described real property in the City of Sedalia, Missouri.

That the petitioner(s) is the owner in fee of the property hereinafter legally described as follows:

Lot 21, Block 14, original plat of Sedalia

The petitioner(s) requests the City of Sedalia take such appropriate and necessary action required by the Ordinances of the City of Sedalia and the Laws of the State of Missouri to vacate the alley abutted by the above-described real property.



Jerry Lees

STREET / ALLEY VACATION PETITION

Alonzo Byrd, 6421 South Inderweissen, Blue Springs, Missouri 64014

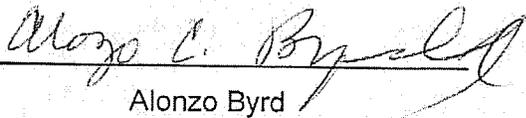
does hereby petition the City of Sedalia, Missouri to vacate the following:

The 20' alley in Block 14 between the west right-of-way of North Ohio Avenue and the east right-of-way of Osage Avenue as shown on the original plat of Sedalia as recorded in Plat Book 1, Page 16, abutted by the hereinafter described real property in the City of Sedalia, Missouri.

That the petitioner(s) is the owner in fee of the property hereinafter legally described as follows:

Twenty-three feet on the west side of Lot 18, and all of Lots 19, & 20, Block 14, original plat of Sedalia

The petitioner(s) requests the City of Sedalia take such appropriate and necessary action required by the Ordinances of the City of Sedalia and the Laws of the State of Missouri to vacate the alley abutted by the above-described real property.


Alonzo Byrd

STREET / ALLEY VACATION PETITION

Matt A. & Grace E. Sims, 116 East Morgan, Sedalia, Missouri 65301

does hereby petition the City of Sedalia, Missouri to vacate the following:

The 20' alley in Block 14 between the west right-of-way of North Ohio Avenue and the east right-of-way of Osage Avenue as shown on the original plat of Sedalia as recorded in Plat Book 1, Page 16, abutted by the hereinafter described real property in the City of Sedalia, Missouri.

That the petitioner(s) is the owner in fee of the property hereinafter legally described as follows:

Lots 1 & 2, Block 14, original plat of Sedalia

The petitioner(s) requests the City of Sedalia take such appropriate and necessary action required by the Ordinances of the City of Sedalia and the Laws of the State of Missouri to vacate the alley abutted by the above-described real property.

Matt A. Sims

Matt A. Sims

Grace E. Sims

Grace E. Sims

STREET / ALLEY VACATION PETITION

Tracy Hardy, 108 West Morgan, Sedalia, Missouri 65301

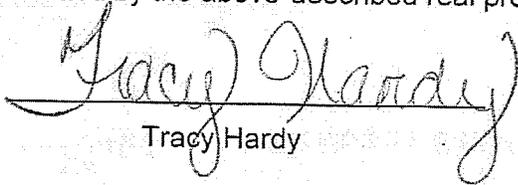
does hereby petition the City of Sedalia, Missouri to vacate the following:

The 20' alley in Block 14 between the west right-of-way of North Ohio Avenue and the east right-of-way of Osage Avenue as shown on the original plat of Sedalia as recorded in Plat Book 1, Page 16, abutted by the hereinafter described real property in the City of Sedalia, Missouri.

That the petitioner(s) is the owner in fee of the property hereinafter legally described as follows:

Lot 3, Block 14, original plat of Sedalia

The petitioner(s) requests the City of Sedalia take such appropriate and necessary action required by the Ordinances of the City of Sedalia and the Laws of the State of Missouri to vacate the alley abutted by the above-described real property.


Tracy Hardy

STREET / ALLEY VACATION PETITION

Nancy A. Miller, 8806 Cambridge Avenue, Apt. 1007, Kansas City, Missouri 64138-5422

does hereby petition the City of Sedalia, Missouri to vacate the following:

The 20' alley in Block 14 between the west right-of-way of North Ohio Avenue and the east right-of-way of Osage Avenue as shown on the original plat of Sedalia as recorded in Plat Book 1, Page 16, abutted by the hereinafter described real property in the City of Sedalia, Missouri.

That the petitioner(s) is the owner in fee of the property hereinafter legally described as follows:

The north ½ of the following described tract of land: All of Lot 4, and all that part of Lot 5 lying west of the west line of Ohio Avenue as now maintained in Block 14, original plat of Sedalia

The petitioner(s) requests the City of Sedalia take such appropriate and necessary action required by the Ordinances of the City of Sedalia and the Laws of the State of Missouri to vacate the alley abutted by the above-described real property.



Nancy A. Miller

**Dollar General Store
Sedalia, MO
Alley Legal Description**

BEGINNING at a 5/8" rebar set at the northwest corner of Lot 1, Block 14 of the Plan of Sedalia, Missouri, recorded in Pettis County Missouri Plat Book 1 at Page 16; thence along the north line of said Lot 1, Lot 2, Lot 3, Lot 4 and Lot 5, South 76°57'49" East, 221.98 feet to a 5/8" rebar set on the west right-of-way line of Missouri Route 765 (a/k/a North Ohio Avenue); thence along said west right-of-way line, North 12°51'13" East, 20.00 feet to a 5/8" rebar set on the south line of said Lot 18; thence along the south line of said Lot 18, Lot 19, Lot 20, Lot 21, and Lot 22, North 76°57'49" West, 222.02 feet to a 5/8" rebar set on the east right-of-way line of North Osage Avenue; thence along said east right-of-way line, South 12°45'48" West, 20.00 feet to the point of beginning.

**Proposed Alley Vacation
Dollar General Store
Ohio Avenue
Sedalia, Missouri**

Key*	Owner Name	Property Address	Mailing Address
1	Emmett Jackson II	618 N. Osage	421 W. Cooper Sedalia, MO 65301
2	Jerry Lees	111 W. Johnson	3520 S. Park Sedalia, MO 65301
3	Alonzo Byrd	101 W. Johnson	6421 S. Inderweissen Blue Springs, MO 64014
4	Matt & Grace Sims	114 W. Johnson	116 E. Morgan Sedalia, MO 65301
5	Tracy Hardy	108 W. Morgan	P.O. Box 1523 Sedalia, MO 653302
6	Nancy A. Miller	619 N. Ohio	8806 Cambridge Ave Apt. 1007 Kansas City, MO 64138

*see key on attached survey for property location

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO XCELL TOWERS, LLC FOR 150' MONOPOLE CELLULAR RELAY TOWER FOR PROPERTY LOCATED IN LIBERTY PARK IN THE 1700 BLOCK OF LIBERTY PARK BOULEVARD IN THE CITY OF SEDALIA, MISSOURI.

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

Section 1. The Planning and Zoning Commission of the City of Sedalia, Missouri, upon the application, hereinafter described, of Xcell Towers, LLC, has recommended by an 8- Yes, 0 No vote, that its Special Use Permit application be granted for said location. The property is owned by the City of Sedalia, Missouri d/b/a Sedalia Parks Department. This recommendation was made after publication of notice on January 16th, 2012 in The Sedalia Democrat as required by the ordinances of the City of Sedalia, Missouri and the laws of the State of Missouri, a full public hearing on February 1, 2012 to consider the application, and upon the hearing and examination of the application by the said Planning and Zoning Commission on February 1, 2012.

Section 2. The said real estate mentioned in Section 1 hereof is described as follows:

NORTHWEST CORNER OF AN UNNAMED STREET ND LIBERTY PARK BOULEVARD
LOCATED IN S1/2 W1/2 LOT 2 NW (PT OF NW NW) ACRE SECTION 4, TOWNSHIP 45 OF
RANGE 21

Section 3. The Council determines that the proposed use is compatible with the surrounding areas and authorizes the applicants to proceed with obtaining necessary licenses and documentations as needed to operate said 150' monopole cellular relay tower on said site.

Section 4. This ordinance shall take effect and be in full force from and after its passage by the City Council and approval by the Mayor.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 6th day of February, 2012.

Presiding Officer of the Council

Approved by the Mayor of said City this 6th day of February, 2012.

Mary Elaine Horn, Mayor

Attest:

Arlene Silvey, MRCC
City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND XCELL TOWERS, LLC.

WHEREAS, the City of Sedalia, Missouri has received a proposed agreement from Xcell Towers, LLC, a Delaware limited liability company for the lease of City property located within Liberty Park, as more fully described in said agreement; and

WHEREAS, under the agreement, Xcell Towers, LLC will lease said park property so it can construct a 150' monopole cellular relay tower for an initial five year period with the option of extending said lease for an additional nine (9) five-year periods, as more fully described in the proposed agreement attached to this ordinance and incorporated by reference herein.

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

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

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 6th day of February, 2012.

Presiding Officer of the Council

Approved by the Mayor of said City this 6th day of February, 2012.

Mary Elaine Horn, Mayor

ATTEST:

Arlene Silvey, MRCC City Clerk

Suggested placement of XCell Towers, LLC 150' monopole cellular relay tower



OPTION & LAND LEASE AGREEMENT

This Option & Land Lease Agreement (“Agreement”) entered into as of the date set forth on the signature page hereof, by and between The City of Sedalia, Missouri, a municipality, whose address is _____ (“Owner”) and Xcell Towers, LLC, a Delaware limited liability company, 2050 Marconi Drive, Suite 300, Alpharetta, Georgia 30005 (“Tenant”), provides for the granting and leasing of certain property interests on the following terms:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **PROPERTY.** The property interests hereby leased and granted by Owner (“Premises”) shall include the following:
 - a) Real property comprised of approximately Five Thousand Six Hundred Twenty Five (5,625) square feet of land
 - b) Non – exclusive easement required to run utility lines and cables
 - c) Non – exclusive easement across Owner’s Property (hereinafter defined) for access

IN OR UPON THE Owner’s real property (“Owner’s Property”) located at _____, which Owner’s Property is more particularly described on Exhibit “A” and the Premises which are more particularly described on Exhibit “B” both exhibits of which are attached hereto and incorporated herein by this reference as if fully set forth.

2. **OPTION.** In consideration of the sum of ONE HUNDRED AND NO/100 DOLLARS (\$100.00) (the “Option Money”), to be paid by Tenant to Owner within thirty (30) days of Tenant’s execution of this Agreement, Owner hereby grants to Tenant the exclusive right and option (the “Option”) to lease the Premises in accordance with the terms and conditions set forth herein.

Tenant’s obligation to pay the Option Money is contingent upon Tenant’s receipt of a W-9 form setting forth the tax identification number or social security number of Owner, person or entity, to whom the Option Money is to be made payable as directed in writing by Owner.

OPTION PERIOD. The Option may be exercised at any time within Twelve (12) months of execution of this Agreement by all parties (the “Option Period”). At Tenant’s election and upon Tenant’s written notice to Owner prior to expiration of the Option Period, the Option Period may be further extended for an additional Twelve (12) months with an additional payment of ONE HUNDRED AND NO/100 DOLLARS (\$100.00) by Tenant to Owner for the extension of the Option Period. The Option Period may be further extended by mutual written agreement at the same rate as set forth hereinabove. If Tenant fails to exercise the Option within the Option Period as it may be extended as provided herein, the Option shall terminate, all rights and privileges granted hereunder shall be deemed surrendered, Owner shall retain all money paid for the Option, and no additional money shall be payable as either party to the other.

CHANGES IN PROPERTY DURING THE OPTION PERIOD. If during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, Owner decides to sell, subdivide, or change the status of the zoning of the Premises, Owner’s Property or other real Property of Owner contiguous to, surrounding, or in the vicinity of the Premises, Owner shall immediately notify Tenant in writing. Any sale of Owner’s Property shall be subject to Tenant’s rights under this Agreement. Owner agrees that during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, Owner shall not initiate or consent to any change in the zoning of Owner’s Property or consent to any other restriction that would prevent or limit Tenant from using the Premises for the uses intended by Tenant as hereinafter set forth in this Agreement.

3. **TERM.** The term of this Agreement shall be five (5) years commencing on the date (“Commencement Date”) that Tenant begins construction of the communications facility (as such term is defined in Paragraph 5 below), and terminating on the fifth annual anniversary of the Commencement Date (the “Term”), unless otherwise terminated as provided in Paragraph 13. Tenant shall have the right to extend the Term for nine (9) successive five (5) year periods (each a “Renewal Term” and collectively the “Renewal Terms”) on the same terms and

conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Tenant notifies Owner, in writing, of its intention not to renew prior to commencement of the succeeding Renewal Term.

4. **RENT.** (a) Tenant shall pay to Owner an annual lease fee of Eight Thousand Four Hundred and 00/100 DOLLARS ("Rent") in monthly payments of SEVEN HUNDRED AND 00/100 DOLLARS (\$700.00) on the first day of each month. If the obligations to pay Rent commences or ends on a day other than the first day of the month, then the Rent shall be prorated for that month. The Rent shall increase annually by the greater of, the consumer price index, "(CPI)" or Three Percent (3%) on the anniversary of the Commencement Date. The first Rent payment shall be delivered within twenty (20) business days of the Commencement Date
5. **USE.** (a) Tenant may use the Premises for the purpose of constructing, installing, removing, replacing, maintaining and operating a communications facility subject to such modifications and alterations as required by Tenant (collectively, the "Communications Facility"), provided that Tenant shall not be required to occupy the Premises. The Communications Facility may include, without limitation, a tower, antenna arrays, dishes, cables, wires, temporary cell sites, equipment shelters and buildings, electronics equipment, generators, and other accessories. Owner shall provide Tenant with twenty – four (24) hour, seven (7) day a week, year-round access to the Property. Tenant shall have the right to park its vehicles on Owner's Property when Tenant is constructing, removing, replacing, and/or servicing its Communications Facility.
 - (b) Owner shall timely pay all real property taxes and assessments against the Owner's Property. Tenant shall pay any increase in real property taxes, directly or via reimbursement to Owner, attributed to the Premises and any improvements thereon upon receipt from Owner of a copy of said tax bill evidencing such an increase. Tenant shall pay all personal property taxes attributed to the Premises and any improvements thereon.
 - (c) Tenant, its agents and contractors, are hereby granted the right, at its sole cost and expense, to enter upon the Owner's Property and conduct such studies, as Tenant deems necessary to determine the Premises' suitability for Tenant's intended use. These studies may include surveys, soil tests, environmental evaluations, radio wave propagation measurements, field strength tests and such other analyses and studies, as Tenant deems necessary or desirable. Tenant shall not be liable to Owner or any third party on account of any pre-existing defect or condition on or with respect to Owner's Property, whether or not such defect or condition is disclosed by Tenant's analyses.
 - (d) Throughout the term of this Agreement, Owner shall cooperate with Tenant and execute all documents required to permit Tenant's intended use of the Premises in compliance with zoning, land use, utility service, and for building regulations. Owner shall not take any action that would adversely affect Tenant's obtaining or maintaining any governmental approval. Owner hereby appoints Tenant as its agent and attorney-in-fact for the limited purpose of making such filings and taking such actions as are necessary to obtain any desired zoning, land use approvals and/or building permits.
6. **SUBLEASING.** With the written consent from the City, which shall not be unreasonably withheld, conditioned or delayed, Tenant has the right to sublease all or any portion of the Premises during the Term and Renewal Terms of this Agreement, subject to the following conditions (i) the term of the sublease may not extend beyond the Term and any Renewal Terms of this Agreement, and, (ii) all subleases are subject to all the terms, covenants, and conditions of this Agreement.
7. **ASSIGNMENT.** With the written consent from the City, which such consent will not be unreasonably withheld, conditioned or delayed. (a) Tenant shall have the right to freely assign or transfer its rights under this Agreement, in whole or in part, to its holding company, at any time, or Tenant shall have the right to assign or transfer its rights under this Agreement, in whole or in part, to any person or any business entity at any time. After delivery by Tenant of an instrument of assumption by an assignee that assumes all of the obligations of Tenant under this Agreement to Owner, Tenant will be relieved of all liability thereafter.
 - (b) Tenant may assign, pledge, mortgage or otherwise encumber its interest in this Agreement to any third party (a "Leasehold Lender") as security for any loan to which Owner hereby consents to without requirement of further evidence of such consent. The Leasehold Lender may secure its interest in such a loan by Tenant's grant of (i) a leasehold mortgage and assignment of rents, leases, contracts, etc. (the "Leasehold Mortgage") encumbering all of Tenant's interest in this Agreement and the Premises; (ii) a security agreement and other security documents (the "Security Agreements") that will encumber and grant a security interest in all of Tenant's now or hereafter existing tangible or intangible personal property located on, derived from, or utilized in connection with the Premises and the Lease (collectively the "Personal Property").

1. **Successors.** Any Leasehold Lender under any note or loan secured by a Leasehold Mortgage or deed of trust lien on Tenant's interest (or any successor's interest to Tenant's interest) who succeeds to such interest by foreclosure, deed in lieu of foreclosure, or otherwise, may take title to and shall have all of the rights of Tenant under this Agreement including the right to exercise any renewal option(s) or purchase option(s) set forth in this Agreement, and to assign this Agreement as permitted hereunder.

2. **Default Notice.** Owner shall deliver to the initial Leasehold Lender and any subsequent Leasehold Lender(s) (for such subsequent Leasehold Lender(s) at the address as Tenant or Leasehold Lender shall affirmatively inform Owner by written notice hereof) a copy of any default notice given by Owner to Tenant under this Agreement. No default notice from Owner to Tenant shall be deemed effective against the Leasehold Lender unless sent to the notice address for Leasehold Lender (if provided to Owner as set forth herein) or as amended from time to time.

3. **Notice and Curative Rights.** If Tenant defaults on any monetary obligations under this Agreement then Owner shall accept a cure thereof by the Leasehold Lender within thirty (30) days after Leasehold Lender receipt of written notice of such default. For non-monetary defaults, Owner will not terminate this Agreement for so long as Leasehold Lender is diligently pursuing a cure of the default and if curing such non-monetary default requires possession of the Premises then Owner agrees to give the Leasehold Lender a reasonable time to obtain possession of the Premises and to cure such default.

4. **No Amendment.** This Agreement may not be amended in any respect which would be reasonably likely to have a material adverse effect on Leasehold Lender's interest therein and this Agreement will not be surrendered, terminated or cancelled without the prior written consent of the Leasehold Lender.

5. **New Lease.** If this Agreement is terminated for any reason or otherwise rejected in bankruptcy then Owner will enter into a new lease with Leasehold Lender (or its designee) on the same terms as this Agreement as long as Leasehold Lender pays all past due amounts under this Agreement within thirty (30) calendar days of notice of such termination.

6. **Subordination.** Owner hereby agrees that all right, title and interest of the Owner in and to any collateral encumbered by the Leasehold Mortgage or Security Agreements in favor of Leasehold Lender, is hereby subordinated and made subject, subordinate and inferior to the lien and security interest of the Leasehold Mortgage and Security Agreements which subordination shall remain in effect for any modifications or extensions of the Leasehold Mortgage and Security Agreements.

7. **Initial Leasehold Lender/Third Party Beneficiary.** Any Leasehold Lender shall be considered a third party beneficiary of the terms and conditions of this Agreement. The initial Leasehold Lender is First Tennessee Bank and any notices thereto shall be addressed as follows:

If to Leasehold Lender:	First Tennessee Bank Commercial Banking 701 Market Street Chattanooga, TN. 30741 ATTN: Commercial Lending Department
-------------------------	--

8. **Notice.** Notices to Leasehold Lender shall be sent to such address as affirmatively provided above or in a later writing for subsequent Leasehold Lender(s) to Owner by Tenant from time to time and as may be amended from time to time by written notice to Owner from Tenant.

8. **TRANSFER WARRANTY.** During the term of this Agreement, Owner covenants and agrees that it will not grant, create, or suffer any claim, lien, encumbrance, easement, restriction, or other charge or exception to title to the Owner's Property and the Premises without the prior written consent of Tenant. Upon Tenant's prior written consent, Owner may sell, lease, transfer, grant a perpetual easement or otherwise convey all or any part of the Owner's Property to a transferee and such transfer shall be under and subject to this Agreement and all of Tenant's rights hereunder. It is agreed that in no event will Owner allow any sale, lease, transfer, or grant of easement that adversely affects Tenant's rights under this Agreement.

9. **UTILITIES.** Tenant shall have the right, at its expense, to install or improve utilities servicing Owner's Property and/or Premises (including, but not limited to, the installation of emergency power generators, power lines and utility poles). Payment for electric service and for telephone or other communication services to the Communications Facility shall be Tenant's responsibility. Owner agrees to cooperate with Tenant in its efforts to obtain, install and connect the Communications Facility to existing utility service at Tenant's expense.

10. **REMOVAL OF COMMUNICATIONS FACILITY.** Upon written request of Owner, to be given within ten (10) days of the expiration or earlier termination of this Agreement, or at Tenant's option, all personal property and trade fixtures of Tenant, specifically including towers and buildings, shall be removed by Tenant within sixty (60) days after the expiration or earlier termination of this Agreement. Notwithstanding the foregoing, upon expiration or earlier termination of this Agreement, Tenant shall not be required to remove any foundation more than one (1) foot below grade level.
11. **INSURANCE.** Tenant shall maintain commercial general liability insurance insuring Tenant against liability for personal injury, death or damage to personal property arising out of use of the Premises by Tenant, with combined single limits of One Million Dollars (\$1,000,000).
12. **CONDITION OF PROPERTY.** Owner represents that the Owner's Property and all improvements thereto, are in compliance with all building, life/safety, and other laws of any governmental or quasi-governmental authority.
13. **TERMINATION.** Tenant may terminate this Agreement at any time, in its sole discretion by giving written notice thereof to Owner not less than thirty (30) days prior to the Commencement Date. Further, this Agreement may be terminated by Tenant immediately, at any time, upon giving written notice to Owner, if (a) Tenant cannot obtain all governmental certificates, permits, leases or other approvals (collectively, "Approvals") required and/or any easements required from any third party, or (b) any Approval is canceled, terminated, expired or lapsed, or (c) Owner fails to deliver any required non-disturbance agreement or subordination agreement, or (d) Owner breaches a representation or warranty contained in this Agreement, or (e) Owner fails to have proper ownership of the Owner's Property and/or authority to enter into this Agreement, or (f) Tenant determines that the Owner's Property contains substances of the type described in Section 15 of this Agreement, or (g) Tenant determines that the Premises is not appropriate for its operations for economic, environmental or technological reasons. Owner may terminate this Agreement, at any time, upon given written notice to Tenant, if the Tenant is in breach of any provisions of this agreement, including the failure to pay rent after first giving the Tenant thirty (30) days notice to cure said breach.
14. **INDEMNITY.** Both Owner and Tenant indemnifies each other against, and holds harmless from any and all costs (including reasonable attorney's fees and expenses) and claims, actions, damages, obligations, liabilities and liens which arise out of (a) the breach of this Agreement by the indemnifying party; and (b) the use and/or occupancy of the Premises, or the balance of the Owner's Property, by such indemnifying party. This indemnity shall not apply to any claims, actions, damages, obligations, liabilities and liens arising from any negligent or intentional misconduct of the indemnified party and shall survive the termination of this Agreement.
15. **HAZARDOUS SUBSTANCES.** Owner represents that Owner has no knowledge of any substance, chemical, or waste on the Owner's Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Owner shall hold Tenant harmless from and indemnify Tenant against any damage, loss, expense, response costs, or liability, including consultant fees and attorneys' fees resulting from the presence of hazardous substances on, under or around the Owner's Property or resulting from hazardous substances being generated, stored, disposed of, or transported to, on, under, or around the Owner's Property as long as the hazardous substances were not generated, stored, disposed of, or transported by Tenant or its employees, agents or contractors.
16. **CASUALTY/CONDEMNATION.** (a) If any portion of the Owner's Property or Communication Facility is damaged by any casualty and such damage adversely affects Tenant's use of the property, or if a condemning authority takes any portion of the Owner's Property and such taking adversely affects Tenant's use of the Owner's Property, this Agreement shall terminate as of the date of casualty or the date the title vests in the condemning authority, as the case may be if Tenant gives written notice of the same within thirty (30) days after Tenant receives notice of such casualty or taking. The parties shall be entitled to make claims in any condemnation proceeding for value of their respective interests in the Property (which for Tenant may include, where applicable, the value of the Communications Facility, moving expenses, prepaid Rents, and business dislocation expenses). Sale of all or part of the Owner's Property including the Premises to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

(b) Notwithstanding anything in this Agreement to the contrary, in the event of any casualty to or condemnation of the Premises or any portion thereof during such time as any Leasehold Mortgage shall remain unsatisfied, the Leasehold Lender shall be entitled to receive all insurance proceeds and/or condemnation awards

(up to the amount of the indebtedness secured by the Leasehold Mortgage) otherwise payable to Tenant or Owner or both and apply them in accordance with the Leasehold Mortgage and shall have the right, but not the obligation, to restore the Premises.

17. **WAIVER OF LANDLORD'S LIEN.** To the extent permitted by law, Owner hereby waives any and all lien rights it has or may have, statutory or otherwise, concerning the Communications Facility or any portion thereof, regardless of whether or not the same is deemed real or personal property under applicable law.
18. **QUIET ENJOYMENT.** Tenant, upon payment of the Rent, shall peaceably and quietly have, hold and enjoy the Premises. If, as of the date of execution of this Agreement or hereafter, there is any mortgage, or other encumbrance affecting Owner's Property, then Owner agrees to obtain from the holder of such encumbrance a Non-Disturbance and Attornment Agreement that Tenant shall not be disturbed in its possession, use, and enjoyment of the Premises. Owner shall not cause or permit any use of Owner's Property that interferes with or impairs the quality of the communication services being rendered by Tenant from the Premises. Owner shall not grant any other person or entity the right to operate a wireless communication facility on Owner's Property without the express written consent of Tenant. Except in cases of emergency, Owner shall not have access to the Premises unless accompanied by Tenant personnel except in cases of emergency threatening life and/or personal property.
19. **DEFAULT.** Except as expressly limited herein, Owner and Tenant shall each have such remedies for the default of the other party hereto as may be provided at law or equity following written notice of such default and failure to cure the same within thirty (30) days. Notwithstanding anything in this Agreement to the contrary, if, pursuant to the provisions of this Agreement or as a matter of law, Owner shall have the right to terminate this Agreement, then (i) Owner shall take no action to terminate the Agreement without first giving to the Leasehold Lender written notice of such right, a description of the default in reasonable detail, and a reasonable time thereafter in the case of a default susceptible of being cured by the Leasehold Lender, to cure such default or (ii) in the case of a default not so susceptible of being cured, to institute, prosecute and complete foreclosure proceedings to otherwise acquire Tenant's interest under this Agreement; provided however, that the Leasehold Lender shall not be obligated to continue such possession or continue such foreclosure proceedings after such default shall have been cured.
20. **ESTOPPEL CERTIFICATES.** Owner shall from time to time, within ten (10) days after receipt of request by Tenant, deliver a written statement addressed to Tenant or any Leasehold Lender certifying:
 - (a) that this Agreement is unmodified and in full force and effect (or if modified that this Agreement as so modified is in full force and effect);
 - (b) that the agreement attached to the certificate is a true and correct copy of this Agreement, and all amendments hereto;
 - (c) that to the knowledge of Owner, Tenant has not previously assigned or hypothecated its rights or interests under this Agreement, except as described in such statement with as much specificity as Owner is able to provide;
 - (d) the term of this Agreement and the Rent then in effect and any additional charges;
 - (e) the date through which Tenant has paid the Rent;
 - (f) that Tenant is not in default under any provision of this Agreement (or if in default, the nature thereof in detail) and a statement as to any outstanding obligations on the part of Tenant and Owner; and
 - (g) such other matters as are reasonably requested by Tenant.

Without in any way limiting Tenant's remedies which may arise out of Owner's failure to timely provide an estoppel certificate as required herein, Owner's failure to deliver such certificate within such time shall be conclusive (i) that this Agreement is in full force and effect, without modification except as may be represented by Tenant; (ii) that there are no uncured defaults in Tenant's or Owner's performance hereunder; and (iii) that no Rent for the then current month, has been paid in advance by Tenant.

21. MISCELLANEOUS

(a) Owner represents and warrants that Owner has full authority to enter into and sign this Agreement and has good and indefeasible fee simple title to the Owner's Property. The person executing on behalf of Owner represents individually that such person has the authority to execute this Agreement on behalf of Owner.

(b) Tenant warrants and represents that it is duly authorized to do business in the state in which the Premises is located and that the undersigned is fully authorized by Tenant to enter into this Agreement on behalf of Tenant.

(c) This Agreement supersedes all prior discussions and negotiations and contains all agreements and understandings between the Owner and Tenant. A writing signed by both parties may only amend this Agreement.

(d) The parties may sign this Agreement in counterparts hereto.

(e) The terms and conditions of this Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of Owner and Tenant.

(f) The prevailing party in any action or proceeding in court to enforce the terms of this Agreement shall be entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

(g) Owner shall execute and acknowledge and deliver to Tenant for recording a Memorandum of this Agreement ("Memorandum") upon Tenant's reasonable request to properly memorialize and give notice of this Agreement in the public records. Tenant will record such Memoranda at Tenant's sole cost and expense.

(h) Rent payments and notices, requests, and other communication shall be in writing and sent by United States Mail, postage prepaid, certified or registered with return receipt requested or by any nationally recognized overnight courier service to the address set forth beneath the signature of each party below. Any such notice shall be deemed given when deposited in the United States Mail or delivered to such courier service. Notices shall be sent to:

For Tenant: Xcell Towers, LLC
2050 Marconi Drive, Suite 300
Atlanta, GA 30005

For Owner: _____

(i) This Agreement shall be construed in accordance with the laws of the state in which the Owner's Property is located.

(j) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(k) Owner and Tenant each represent that a real estate broker or other agent in this transaction has not represented them. Each party shall indemnify and hold harmless the other from any claims for commission, fee or other payment by such broker or any other agent claiming to have represented a party herein.

(l) Owner agrees to pay when due all taxes, charges, judgments, liens, claims, assessments, and/or other charges outstanding which are levied upon Owner or the Owner's Property and which are or in the future could become liens upon the Owner's Property, in whole or in any part (individually or collectively, "Liens"). Upon failure of the Owner to pay the Liens when due as provided above, Tenant at its option, may pay said Liens. Tenant shall have the right to setoff and offset any sum so paid by Tenant and any and all costs, expenses

and fees (including reasonable attorney's fees) incurred in effecting said payment, against Rents or against any other charges payable by Tenant to Owner under the terms of this Agreement. In the event that Tenant elects not to set off or offset the amounts paid by Tenant against Rents or in the event that the amounts paid by Tenant exceed the Rents payable to Owner for the then term of the Agreement, Owner shall reimburse Tenant for all amounts paid by Tenant (or not offset) immediately upon demand. Any forbearance by Tenant in exercising any right or remedy provided in this paragraph or otherwise afforded by law shall not be deemed a waiver of or preclude the later exercise of said right or remedy.

(m) Intentionally deleted,

(n) Owner's recourse against any Leasehold Lender shall be expressly limited to such Leasehold Lender's interest in this Agreement.

IN WITNESS WHEREOF, the parties hereto bind themselves to this Agreement effective as of the _____ day of _____, 2012.

OWNER:

_____,
a _____

By: _____
Print Name: _____
Title: _____
Date: _____

Witnesses for Owner:

By: _____
Print Name: _____

TENANT:

Xcell Towers, LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date: _____

Witnesses for Tenant:

By: _____
Print Name: _____

EXHIBIT "A" TO LAND LEASE AGREEMENT

OWNER'S PROPERTY

APPROVED Owner: _____ **(Initial)**

APPROVED Tenant: _____ **(Initial)**

Owner and Tenant agree that the precise legal description for the Owner's Property will be corrected, if necessary, and that Tenant may place the correct legal description on this Exhibit "A".

Site #: _____
Site Name: _____

EXHIBIT "B" TO LAND LEASE AGREEMENT

PREMISES

- a) Real property comprised of approximately _____ thousand _____ hundred (_____) square feet of land
- b) Non – exclusive easement required to run utility lines and cables
- c) Non – exclusive easement across Owner’s Property (hereinafter defined) for access

SITE SKETCH:

APPROVED Owner: _____ **(Initial)**
APPROVED Tenant: _____ **(Initial)**

Notes:

1. *This Exhibit will be replaced and governed by a land survey of the Premises at Tenant's sole cost and expense, together with non-exclusive easements for utility lines and cables to service the Premises, and a non-exclusive easement for ingress and egress across Owner's Property to the Premises.*
2. *Setback of the Premises from the Owner's Property lines shall be the distance required by the applicable governmental authorities.*
3. *Width of access road, if any, shall be the width required by the applicable governmental authorities, including police and fire departments.*

Site #: _____
Site Name: _____

Document Prepared By:
Xcell Towers, LLC
2050 Marconi Drive, Ste 300
Alpharetta, Georgia 30005

Upon Recording Return to:
Xcell Towers, LLC
2050 Marconi Drive, Ste 300
Alpharetta, Georgia 30005

Site ID:

MEMORANDUM OF OPTION & LAND LEASE AGREEMENT

THIS MEMORANDUM OF OPTION & LAND LEASE AGREEMENT (herein "Memorandum") is made and entered into this _____ day of _____, 20____, by and between Xcell Towers, LLC., a Delaware limited liability company, having a principal office located at 2050 Marconi Drive, Ste 300, Alpharetta, Georgia 30005 (herein "Tenant") and _____, an _____, having a principal address at _____, (herein "Owner").

WHEREAS, Owner and Tenant entered into that certain Option & Land Lease Agreement dated _____ day of _____, 20____, whereby, Owner leased to Tenant the land described in Exhibit "A" attached hereto and made a part hereof. All terms used but not defined herein shall have the meaning ascribed to them in the Option & Land Lease Agreement.

WHEREAS, Owner and Tenant desire to enter into this Memorandum to give notice of said Option & Land Lease Agreement and all of its terms, covenants and conditions to the same extent as if the same were fully set forth herein.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration including the rents reserved and the covenant and conditions more particularly set forth in the Option & Land Lease Agreement, Owner and Tenant do hereby covenant, promise and agree as follows:

1. The Option & Land Lease Agreement provides in part that Owner leases to Tenant a certain site ("Site") commonly known as _____ which is Recorded in the Recorder's Office for the recording of deeds in _____, within the property of or under the control of Owner which is legally described in Exhibit "A" attached hereto and made a part hereof.
2. Tenant shall lease the Site from Owner, together with all easements for ingress, egress and utilities as more particularly described in the Option & Land Lease Agreement, all upon the terms and conditions more particularly set forth in the Option & Land Lease Agreement for a term of five (5) years, commencing on _____ day of _____, 20____, which term is subject to nine (9) additional five (5) year renewal periods.
3. The purpose of this instrument is to give notice of said Option & Land Lease Agreement and all terms, covenants and conditions to the same extent as if the same were fully set forth herein. The Option & Land Lease Agreement contains certain other rights and obligations in favor of Owner and Tenant which are more fully set forth therein.
4. Owner hereby affirms that the Site is not now, nor has it ever been, the homestead of Owner.
5. The conditions, covenants and agreements contained in this instrument shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns for the term of the Option & Land Lease Agreement and any renewal extensions thereof. All covenants and agreements of this Option & Land Lease Agreement shall run with the land described in Exhibit "A".

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

OWNER ACKNOWLEDGMENT

STATE OF _____) _____
COUNTY OF _____) BY: _____

IN WITNESS WHEREOF, the foregoing instrument was acknowledged before me this ___ day of _____, 20__ by _____ as the owner and/or authorized representative of the property described in the referenced document. He/She is personally known to me, or has produced a _____ (type of identification) as identification.

WITNESS my hand this _____ day of _____, 20__

[SEAL]

NOTARY PUBLIC: _____
Print name: _____
Commission number: _____
My Commission Expires: _____

TENANT ACKNOWLEDGMENT

STATE OF _____) _____
COUNTY OF _____) BY: _____

IN WITNESS WHEREOF, the foregoing instrument was acknowledged before me this ___ day of _____, 20__ by _____ as the _____ of Xcell Towers, LLC. He/She is personally known to me, or has produced a _____ (type of identification) as identification.

WITNESS my hand this _____ day of _____, 20__

[SEAL]

NOTARY PUBLIC: _____
Print name: _____
Commission number: _____
My Commission Expires: _____

EXHIBIT "A"

Site #: _____
Site Name: _____

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
see Specific instructions on page 2

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
OR
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

MEMO

To: Planning & Zoning Commission
From: John Simmons, Community Development Director 
Date: January 23, 2012
Subject: Special Use Permit
Liberty Park Maintenance Facility at Liberty Park Blvd. and Unnamed
Street (west of Baseball Field)
Applicant: Xcell Towers

Description of Request: Applicant requests a special use permit for the construction of a 150' monopole cellular relay tower.

Land Use Review: Current zoning of the property is R-1 Single Family Residence and is used by the City of Sedalia Parks and Recreation as a maintenance facility for Liberty Park. Surrounding property is zoned R-1 Single Family Residence to the north and is populated with single family residences and raw undeveloped land.

Staff Recommendation: Staff recommends the application for the special use permit be approved for the following reasons:

1. The special use permit application indicates a use which is generally covered as allowable: "#12 – radio, television and microwave towers" and this category allows the applicant to exceed the standard height regulations.
2. The proposed use of the property will not injure the appropriate use of neighboring property and will conform to the general intent and purpose of a special use permit.
3. A 2009 FCC report emphasizes the importance of access to broadband service. As quoted in the report "All Americans, whether they live in rural or urban areas, should have access to robust and affordable broadband services--as well as the ability to use those services--in order to take advantage of the many opportunities the digital revolution has created. Broadband can unlock new opportunities for Americans with respect to consumer welfare, civic participation, public safety and homeland security, community development, health care delivery, energy independence and efficiency, education, worker training, private-sector investment, entrepreneurial activity, job creation and economic growth, and other national purposes. As the Rural Broadband Report noted, broadband is critical to bringing these benefits to rural areas, which are less likely than urban areas to have broadband available."

4. The proposed use of the property will improve infrastructure services to the citizens of Sedalia through expanded and enhanced cell phone coverage. This increase in capacity is necessary due to increased cell phone usage and the proliferation of cell phone use in day-to-day activity of the general public.

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

**APPLICATION FOR AN
SPECIAL USE PERMIT**

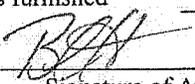
Sedalia City Planning & Zoning Commission
200 S. Osage Avenue
Sedalia, Missouri 65301

DO NOT WRITE IN THIS SPACE

Date of Public Hearing	_____
Date Submitted	_____
Date Advertised	_____
Date of Mailing	_____
Checked By	_____
Receipt No.	_____
Commission Action	_____
Council Action	_____

1. Applicant's Name Xcell Towers, LL
2. Applicant's Address 2050 Marconi Drive, Suite 300, Alpharetta, GA. 30005
3. Telephone Number (Home) 678-455-5500 (Business) 404-822-5500
4. Legal Description of property with street address or location:
Liberty Park Parks and Recreation situated by the maintenance facility

5. Area of subject property, square feet and/or acres 50'x50'
6. Present use of subject property Maintenance facility
7. Desired use of subject property Unmanned telecommunications monopole
8. What is the present use of the adjoining properties? North Parks and Recreation
South Parks and Recreation East Parks and Recreation West Parks and Recreation
9. Time schedule for development 6 months
10. Is property in a flood plain district? If yes, please indicate applicable FEMA Map applicable zone _____ Has base flood elevation been established? _____
If yes, please explain how such elevation was determined. _____

11. Public Utilities available at site: Sewer N/A " at _____
Water N/A
a
t _____
Natural Gas N/A " at _____
Electric Yes
a
t _____
12. Exhibits furnished _____
13.  _____ 2050 Marconi Drive, Suite 300, Alpharetta, GA.
Signature of Applicant Address of Applicant
14. Relationship of applicant to property: Owner _____ Agent _____
15. Other Lessee _____ (Explain)

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE FINAL PLAT FOR MCDONALD'S ADDITION, AN ADDITION TO THE CITY OF SEDALIA, MISSOURI, AND DEDICATING PUBLIC UTILITY AND ROADWAY EASEMENTS AS SHOWN ON SAID PLAT TO PUBLIC USE.

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

Section 1. The preliminary and final plat of McDonald's Addition, an addition to the City of Sedalia, Missouri, a copy of which is attached to this ordinance and incorporated herein by reference along with all other documents required under Section 52-37 of the Code of Ordinances of the City of Sedalia, Missouri, all referred to as Exhibit "A", having been approved by the Planning & Zoning Commission on February 1, 2012 by a 8 Yes and 0 No vote with the contingency that no building permits shall be issued for any development upon said part of said plat until the Community Development Department has approved a storm water management study as required by Chapter 22 of the Sedalia Code of Ordinances; and thereafter received and considered by the City Council is hereby approved with the same contingency as set forth above.

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

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED BY REFERENCE.

Section 3. The property shall be assigned a C-3 Commercial zoning as shown on the final plat approved by the Planning and Zoning Commission on February 1, 2012.

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 6th day of February, 2012.

Presiding Officer of the Council

Approved by the Mayor of said City this 6th day of February, 2012.

Mary Elaine Horn, Mayor

ATTEST:

Arlene Silvey, MRCC City Clerk

EXHIBIT A

A Replat of the North 140 feet of Lot 3, the East 97.5 feet of the South 162 feet of Lot 3 and the East 25 feet of Lot 2 all in Block 2, Westmoreland Place, City of Sedalia, Missouri being more particularly described as:

Tract 1:

The East 282.66 feet of the North 140 feet of Lot 3, and the South 162 feet of the East 97.50 feet of Lot 3, all in Block 2, Westmoreland Place, an addition to the City of Sedalia, Pettis County, Missouri, and further described by metes and bounds as follows:

Beginning at the Southeast corner of said Lot 3; thence North $86^{\circ}30'18''$ West, 97.50 feet (described), 97.52 feet (measured) along the South line of said Lot 3; thence North $2^{\circ}23'15''$ East, 162.00 feet (described) 162.03 feet (measured); thence North $86^{\circ}27'40''$ West, 185.14 feet to a point being 10' Easterly of the West line of said Lot 3; thence North $2^{\circ}21'06''$ East, 140.00 feet (described), 140.03 feet (measured) along a line being 10 feet Easterly of and parallel to the West line of said Lot 3 to a point on the North line of said Lot 3; thence South $86^{\circ}27'40''$ East, 282.66 feet (described) 282.75 feet (measured) along the North line of said Lot 3 to the Northeast corner thereof; thence South $2^{\circ}23'15''$ West, 302 feet (plat), 301.98 feet (measured) along the East line of said Lot 3 to the point of beginning.

Contains 55,373 square feet or 1.271 acres of land, more or less.

Tract 2:

The East 25 feet of Lot 2, Block 2, Westmoreland Place, an addition to the City of Sedalia, Pettis County, Missouri, except street right of way previously taken, further described by metes and bounds as follows:

Beginning at the Southeast corner of said Lot 2; thence North $87^{\circ}26'40''$ West, 25.00 feet along the South line of said Lot 2; thence North $2^{\circ}23'15''$ East, 271.96 feet along a line parallel with and 25.00' West of the East line of said Lot 2; thence South $86^{\circ}29'55''$ East, 25.00 feet to a point on the East line of said Lot 2; thence South $2^{\circ}23'15''$ West, 271.97 feet along the East line of said Lot 2 to the point of beginning.

Contains 6,799 square feet or 0.156 acres of land, more or less.

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Contains 6,799 square feet or 0.156 acres of land, more or less.

City of Sedalia



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

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

Applicant: McDonald's Real Estate Company, 10801 Mastin Blvd. Suite 400, Overland Park, KS 66210. Central Bank of Missouri, 1601 S. Limit Avenue, Sedalia, MO 65301.

Subject Property Location: 1601 and 1611 South Limit, Sedalia, MO 65301.

Description of Request: Request to approve preliminary and final plat that will create McDonald's Addition. The subdivision will consist of two Tracts with a gross acreage of 1.427 acres. The property is zoned C-3 Commercial.

Staff Review: The preliminary and final plat checklists have been completed with one item noted. Storm water management study has not been submitted for approval. The Development Review Committee reviewed the preliminary and final plat on January 23, 2012 and recommends approval of the preliminary and final plat contingent upon storm water management study being submitted and approved prior to Building Permit being issued.

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

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

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

January 25, 2012

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE GRANTING A REZONING APPLICATION BY THIRD NATIONAL BANK, OWNER OF PROPERTY LOCATED AT 1100 SOUTH GRAND AVENUE IN THE CITY OF SEDALIA, MISSOURI.

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

Section 1. The Planning and Zoning Commission of the City of Sedalia, Missouri, upon the application of Third National Bank, property owner, has recommended by a unanimous vote of 8-yes, 0-no, that its rezoning application be granted for the said location. This recommendation was made after publication of notice as required by the ordinances of the City of Sedalia, Missouri and the laws of the State of Missouri, a public hearing on February 6, 2012 to consider the application, and upon the hearing and examination of the application of the said Planning and Zoning Commission.

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 6th day of February, 2012.

Presiding Officer of the Council

Approved by the Mayor of said City this 6th day of February, 2012.

Mary Elaine Horn, Mayor

Attest:

Arlene Silvey, MRCC
City Clerk

Exhibit A (Legal Description of Property)

ALL OF LOT TWO (2) AND THREE (3) AND THE EAST EIGHTY (80) FEET OF LOT ONE (1) IN BLOCK FIFTEEN (15) OF BARRETT AND METSKER'S ADDITION TO THE CITY OF SEDALIA, MISSOURI

City of Sedalia



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

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

Applicant: Third National Bank, P.O. Box 351, Sedalia, MO 65302-0351

Subject Property Location: 1100 South Grand Street, Sedalia, MO 65301.

Description of Request: Requesting zoning change from R-1 Single Family Residential to R-3 Apartment House District

Staff Review: The existing structure was built in 1970 and was used for professional offices and residential rental units. Most recently the building was used for seven (7) residential rental units. The surrounding properties to the east, north, and south are single family residential. A KCP&L Electric Substation is located to the west of the subject property.

Staff Recommendation: The City of Sedalia Comprehensive Plan of 2008 identifies this area for future urban development pattern. Urban Residential development allows for medium and high density residential patterns such as single family, duplex, townhomes, stacked flats, and apartment buildings with a density of 7-10 units per acre. The intended and planned future use of this structure would be consistent with the comprehensive plan.

Staff recommends the application for rezoning be approved.

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

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

January 25, 2012

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

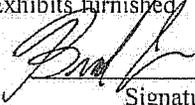
Sedalia City Planning & Zoning Commission
200 S. Osage Avenue
Sedalia, Missouri 65301

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

- Applicant's Name THIRD NATIONAL BANK
- Applicant's Address PO BOX 351 - SEDALIA, MO 65302
- Telephone Number (Home) _____ (Business) 827-3333
- Present Zoning R-1 Requested Zoning R-3
- Legal Description of property requested to be rezoned, with street address or location:
SEE ATTACHED DEED OF TRUST

- Area of subject property, square feet and/or acres 12,800 SQUARE FEET (0.29 ACRES)
- Present Use of subject property 5-6 UNIT RESIDENTIAL (INCONSISTENT W/ CURRENT ZONING)
- Desired use of subject property 1-4 FAMILY RESIDENTIAL (4 UNITS)
- What is the present use of the adjoining properties? North SINGLE FAMILY RESIDENTIAL
South SINGLE FAMILY RESIDENTIAL East SINGLE FAMILY RESIDENTIAL West KCP&L SUB STATION / SINGLE FAMILY RESIDENTIAL
- How can you justify the proposed zoning change? (To answer this question, see Page 1, Item 2) SEE ATTACHED
- Time schedule for development UPON APPROVAL
- Is property in a flood plain district? If yes, please indicate applicable FEMA Map applicable zone NO Has base flood elevation been established? SEE ATTACHED FLOOD DETERMINATION
If yes, please explain how such elevation was determined. _____

- Public Utilities available at site: Sewer YES " at _____
Water YES
at _____
Natural Gas YES " at _____
Electric YES
at _____

- Exhibits furnished _____
-  FOR THIRD NATIONAL BANK PO BOX 351 - SEDALIA, MO 65302
Signature of Applicant Address of Applicant
- Relationship of applicant to property: Owner Agent _____
- Other _____
(Explain)

**DEED OF TRUST
WITH FUTURE ADVANCES AND FUTURE OBLIGATIONS
GOVERNED BY SECTION 443.055 RSMO**

THE TOTAL PRINCIPAL AMOUNT OF ALL OBLIGATIONS SECURED IS \$125,583.50

MAXIMUM LIEN. The total principal amount of obligations at any one time which is secured by this Deed of Trust, in addition to any interest and any amounts advanced by Lender for the protection of the security interests granted herein, is \$125,583.50. This Deed of Trust, including any advances as described above, shall be governed by all provisions of Section 443.055 of the Revised Statutes of Missouri in effect as of the date of this Deed of Trust.

THIS DEED OF TRUST is dated April 30, 2008, among JAMES L DURLEY, whose address is 700 S CARR AVE, SEDALIA, MO 65301 4036; a Single Person ("Grantor"); THIRD NATIONAL BANK, whose address is Main Bank Location, 301 West Broadway, P.O. Box 351, Sedalia, MO 65302-0351 ("Grantee", referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Robert S. Gardner, whose address is 416 South Ohio, Sedalia, MO 65301 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor does hereby grant, bargain, sell, convey and confirm unto the Trustee for the benefit of Lender as Beneficiary the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); all proceeds (including insurance proceeds); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in PETTIS County, State of Missouri:

ALL OF LOTS TWO (2) AND THREE (3) AND THE EAST EIGHTY (80) FEET OF LOT ONE (1) IN BLOCK FIFTEEN (15) OF BARRETT AND METSKER'S ADDITION TO THE CITY OF SEDALIA, MISSOURI.

The Real Property or its address is commonly known as 1100 SOUTH GRAND, SEDALIA, MO 65301.

FUTURE ADVANCES. In addition to the Note, this Deed of Trust secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Deed of Trust secures, in addition to the amounts specified in the Note, all future obligations of Grantor to Lender and all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
STANDARD FLOOD HAZARD DETERMINATION

See The Attached
Instructions

O.M.B. No. 1660-0040
Expires October 31, 2008

SECTION I - LOAN INFORMATION

1. LENDER NAME AND ADDRESS
Third National Bank
301 W Broadway
Sedalia, MO 65301

Company: Third National Bank
Requested By: CQ

2. COLLATERAL (Building/Mobile Home/Personal Property) PROPERTY ADDRESS
(Legal Description may be attached)
1100 S GRAND AVE
SEDALIA, MO 65301

3. LENDER ID. NO.
04569

4. LOAN IDENTIFIER
461482-8172

5. AMOUNT OF FLOOD INSURANCE REQUIRED
\$

SECTION II

A. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COMMUNITY JURISDICTION

1. NFIP Community Name	2. County(ies)	3. State	4. NFIP Community Number
SEDALIA, CITY OF	PETTIS	MO	290283

B. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) DATA AFFECTING BUILDING/MOBILE HOME

1. NFIP Map Number or Community-Panel Number (Community name, if not the same as "A")	2. NFIP Map Panel Effective/ Revised Date	3. LOMA/LOMR	4. Flood Zone	5. No NFIP Map
290283 0002C	01/05/96	<input type="checkbox"/> _____ Yes Date	X	

C. FEDERAL FLOOD INSURANCE AVAILABILITY (Check all that apply)

1. Federal Flood insurance is available (community participates in NFIP). Regular Program Emergency Program of NFIP
2. Federal Flood insurance is not available because community is not participating in the NFIP
3. Building/Mobile Home is in a Coastal Barrier Resources Area (CBRA) or Otherwise Protected Area (OPA), Federal Flood insurance may not be available. CBRA/OPA designation date: _____

D. DETERMINATION

IS BUILDING/MOBILE HOME IN SPECIAL FLOOD HAZARD AREA (ZONES CONTAINING THE LETTERS "A" OR "V")? YES NO

If yes, flood insurance is required by the Flood Disaster Protection Act of 1973.
If no, flood insurance is not required by the Flood Disaster Protection Act of 1973.

E. COMMENTS (Optional):

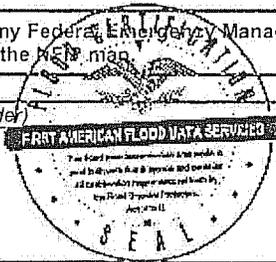
THIS FLOOD DETERMINATION IS PROVIDED TO THE LENDER PURSUANT TO THE FLOOD DISASTER PROTECTION ACT. IT SHOULD NOT BE USED FOR ANY OTHER PURPOSE.

CENSUS DATA: St: 29 Co: 159 MSA: NA Tr: 9808.00

This determination is based on examining the NFIP map, any Federal Emergency Management Agency revisions to it, and any other information needed to locate the building/mobile home on the NFIP map.

F. PREPARER'S INFORMATION

NAME, ADDRESS, TELEPHONE NUMBER (If other than Lender)
First American Flood Data Services
11902 Burnet Road
Austin, TX 78758
1-800-447-1772



DATE OF DETERMINATION

04/14/08 at 9:25 AM CDT

FloodCert #: 0804437727

*** LIFE-OF-LOAN ***

Memo

To: City of Sedalia – Planning and Zoning Commission
From: Third National Bank
Date: 12/22/2011
Re: Requested Zoning Change – 1100 S Grand

The real property located at 1100 S Grand was damaged by a fire in April 2011. As a result of the fire, the owner of the property apparently lost interest in his investment and ultimately abandoned the property. He ceased making monthly mortgage payments to Third National Bank and left the property vacant, and in disrepair. Due to the owner's failure to fulfill his obligation, Third National Bank became owner of the subject parcel in November 2011, via foreclosure. Because of the extensive damage that occurred during the fire, the structure at 1100 S Grand is currently in need of significant rehabilitation. As a matter of practice, Third National Bank does not rehab bank-owned property, so the subject would likely sit in its present condition, or worse yet, continue to deteriorate, until a suitable buyer can be located. Since the prior use of the existing structure doesn't match the existing zoning, a prospective investor may be quite difficult to secure. Fortunately, Third National Bank has identified a local developer that is interested in rehabilitating the subject property. This developer's plans are expected to improve the quality of the subject property and elevate the prospective tenant profile for the property to something more suitable for the surrounding neighborhood.

The existing zoning for 1100 S Grand is R-1 (single family residential). However, the subject property has never been single family residential. It was originally constructed for a professional office, converted along the way to mixed use of office and residential rental, and ultimately transitioned to only small residential rental units. Under previous owners, the property at 1100 S Grand included as many as 7 rental units. The prospective developer has a plan to modify the existing structure to include 4 residential units, two with garages. To accommodate the proposed improvements to 1100 S Grand, Third National Bank is requesting a zoning adjustment to R-3, which, it should be noted, is more consistent with both prior usage and the proposed plan. The proposed changes will certainly improve the subject property from what exists today and should enhance that of the surrounding neighborhood.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ADDING THE DEFINITION OF HISTORIC MARKER, MEMORIAL OR TABLETS TO SECTION 64-201 AND ADDING SECTION 64-217 REGARDING HISTORIC SIGNS TO THE CODE OF ORDINANCES OF THE CITY OF SEDALIA, MISSOURI.

WHEREAS, the Planning and Zoning Commission of the City of Sedalia, Missouri, considered this ordinance at its meeting on February 1, 2012 and has recommended by an 8 Yes, 0 No vote, that it be adopted by the City Council.

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

Section 1. The definition of “historic marker, memorial or tablet” is added to Section 64-201 Definitions, to read as follows:

“(14) *Historic marker, memorial or tablet* means a sign that denotes the name of a building or site, date of erection, historical significance, dedication or other similar information”.

Section 2. Section 64-217 is added to the Code of Ordinances to read as follows

“Sec. 64-217. Historic marker signs.

Historic marker signs placed in the public right of way on the sidewalks of the Central Business and Cultural District are limited to signs owned by the City of Sedalia and shall be subject to the following restrictions:

- (1) One freestanding historic marker sign shall be allowed in the public right of way for each building fronting a public street, but with a minimum of twenty-five (25) feet between historic marker signs.
- (2) The bottom of all such signs shall be at least four feet six inches (4’6”) above the main ground level on which the signs are placed, and shall not exceed a height of 7 feet above the main ground level.
- (3) Every historic marker sign shall be constructed and anchored securely in conformity with the provisions for materials, loads and stresses in the city’s building and electrical codes.
- (4) A historic marker sign shall not exceed twenty-four (24) inches in width and twenty-four (24) inches in height.
- (5) Historic marker signs must be so located that no part of it projects beyond a one-foot set-back line from the street curb line of the street on which it abuts, or closer than three (3) feet to a building property line to allow for ADA (American Disability Act) standards on pedestrian access.

- (6) Historic marker signs must be so located that placement does not interfere with the opening of car passenger doors. The sign must be placed even with parking stripe marker between designated parking spaces. In the instance that a parking stripe marker does not exist at the location the city engineer has discretion for proper placement.
- (7) Historic marker signs shall be located so as not to obstruct the view of motorists.
- (8) All historic marker signs and support poles shall be of permanent material consistent with the historic environment of the district and must be consistent with the historic streetscape design.
- (9) Historic marker signs are first subject to approval of content and placement by the Central Business and Cultural District Board of Directors. Historic marker sign applications and funding of such will be reviewed at regularly scheduled monthly CBCD board meetings. Final approval of historic marker signs, upon favorable recommendation by the CBCD, is subject to City of Sedalia City Council.”

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 6th day of February, 2012.

Presiding Officer of the Council

Approved by the Mayor of said City this 6th day of February, 2012.

Mary Elaine Horn, Mayor

ATTEST:

Arlene Silvey, MRCC City Clerk

**City of Sedalia
Department Bills 2-6-2012**

Vendor Name	Invoice Number	Amount
511-Praxair Distribution Inc	41885981	\$37.23
Aerotech	IN108077	\$77.96
Aerotech	IN108078	\$27.15
Alliance Water Resources Inc	20610	\$21,892.25
Allied Oil & Tire Company	3732700	\$457.12
AI'S Portable Welding	2224	\$280.00
AI'S Portable Welding	2274	\$95.00
American Auto Supply Inc	179710	\$117.95
American Auto Supply Inc	180222	\$110.00
American Chamber of Commerce Resources	77293	\$162.00
American Planning Association	237825-110807PB	\$700.00
Apac-Missouri Inc	9000140894	\$431.08
Apac-Missouri Inc	9000140895	\$119.32
Apac-Missouri Inc	9000141839	\$217.89
Apac-Missouri Inc	9000142408	\$272.70
Apac-Missouri Inc	9000142662	\$204.19
Apac-Missouri Inc	9000142825	\$70.40
Apac-Missouri Inc	9000143187	\$236.45
Apac-Missouri Inc	9000143412	\$251.43
Ashley Smith	533321	\$68.50
Associated Door Co	32198	\$530.00
Associated Door Co	32199	\$463.25
AT & T	0112A	\$168.94
AT & T	0112B	\$42.00
Auto Glass Express	70260	\$155.00
B & B Portable Toilets	12-24	\$87.00
BDF Enterprises LTD	36752	\$33.00
Bell Supply Company Inc	141588	\$38.85
Ben Meadows Company Inc	1018421337	\$151.91
Bernies Tree Service	625415	\$145.00
Bernies Tree Service	625415A	\$600.00
Bio Systems Inc	7067	\$1,215.19
Boone Quarries	25450	\$83.33
Bound Tree Medical LLC	87330208	\$284.76
Brownfield Oil Co Inc	89703	\$21,144.07
Buso's AA Muffler Shop	5124	\$25.00
Champion Brands LLC	70836	(\$40.00)
Champion Brands LLC	70915	(\$40.00)
Champion Brands LLC	417532	\$984.65
Champion Brands LLC	418175	\$497.95
Champion Brands LLC	418176	\$532.05
Champion Brands LLC	418177	\$815.75

City of Sedalia
Department Bills 2-6-2012

Vendor Name	Invoice Number	Amount
Charter Communications	0112-11	\$396.76
Charter Communications	0112-12A	\$101.99
Charter Communications	0112-12C	\$64.48
Charter Communications	0112-13	\$177.44
Charter Communications	0112-14	\$94.99
Charter Communications	0112-19	\$144.75
Charter Communications	0112-MUNI	\$119.99
Charter Communications	0212-12B	\$31.16
Charter Communications	0212-12D	\$25.71
Cherokee Productions Inc	2012-01-23	\$295.00
City Safe & Lock Service	061840	\$65.25
City Safe & Lock Service	061932	\$18.20
Conrad Fire Equipment Inc	475777	\$75.44
Consolidated Electrical Distributors Inc.	8075-482694	\$67.35
Consolidated Electrical Distributors Inc.	8075-482710	\$20.08
Cooperative Workshops Inc	42856	\$5,000.00
Cory Rettke	0112	\$10.34
Crown Power & Equipment Co	7551L	\$99.26
Cummins Mid-South Llc	023-15104	\$954.20
D C Battery Inc	064139	\$370.00
Dean Machinery Company	0158352	\$92.66
Deeter Foundry Inc	172736	\$238.00
Dell Marketing LP	XFMF7JMC2	\$4,301.84
Dell Marketing LP	XFMJ67F14	\$70.19
Dell Marketing LP	XFMJRW7P3	\$114.39
Dell Marketing LP	XFMJXW7W7	\$1,081.86
Dell Marketing LP	XFMNM8474	\$4,897.64
Dell Marketing LP	XFMP7W3T4	(\$4,301.84)
Div Of Employment Security State Of Missouri	89923	\$4,942.95
Don Sattler	0112	\$12.71
Dugan's Paint And Floorcovering	S0189138	\$1,152.88
Dugan's Paint And Floorcovering	S187596	\$2,884.75
Economic Development	266	\$10.00
Engineering Surveys & Services	ESS044685	\$123.00
Engineering Surveys & Services	ESS044782	\$87.00
Engineering Surveys & Services	ESS044783	\$152.00
Engineering Surveys & Services	Ess044896	\$100.00
Engineering Surveys & Services	ESS044901	\$305.00
Engineering Surveys & Services	ESS044903	\$865.00
Environmental Products & Acc Llc	203636	\$208.25
Expert Exteriors	0000001	\$19,090.00
Fastenal Company	127316	\$222.38
Forklifts Of Central Missouri Inc	04P6362660	\$277.58

City of Sedalia
Department Bills 2-6-2012

Vendor Name	Invoice Number	Amount
Forklifts Of Central Missouri Inc	04P6362670	\$277.58
Forklifts Of Central Missouri Inc	04P6362680	\$277.58
Forklifts Of Central Missouri Inc	04P6368770	\$126.25
Galls An Aramark Company	511896324	\$30.73
Gary Edwards	0212	\$54.75
Gary Edwards	0212A	\$63.42
Greg Harrell	0112A	\$12.81
Gulf States Distributors	1148760-IN	\$696.00
Hach Company	7569526	\$164.00
Hach Company	7573475	\$207.93
Hillyard - Columbia	600076625	\$137.30
Hillyard - Columbia	600092310	\$241.10
Hillyard - Columbia	600092365	\$268.33
Home Lumber Co	01035	\$5.65
Home Lumber Co	01057	\$33.18
Home Lumber Co	01083	\$22.22
Home Lumber Co	01117	\$56.08
Home Lumber Co	01197	\$9.30
Home Lumber Co	01215	\$16.62
Home Lumber Co	16575	\$3.60
Home Lumber Co	16596	\$9.99
House Of Vacuums	47541	\$20.40
IACP	1001006477	\$120.00
IACP	1001006784	\$120.00
IACP	1001009647	\$120.00
IACP	1001014768	\$120.00
IBT Inc.	5733917	\$4.78
Ikon Office Solutions	1032719461	\$572.00
Ikon Office Solutions	1032815204	\$31.98
Ikon Office Solutions	1032828831	\$34.25
Ikon Office Solutions	5021843431	\$52.97
Ikon Office Solutions	5022073928	\$47.48
Ikon Office Solutions	5022088321	\$73.46
I-Land Internet Services	1441797	\$59.95
I-Land Internet Services	1441798	\$3.99
Image Technologies	47692A-1	\$223.57
Independent Electric Machinery Co. Inc.	7-11160	\$111.44
International Code Council	INV0085229	\$475.45
Jim's Tire Service Inc	1-53721	\$277.40
Jim's Tire Service Inc	1-53722	\$277.40
Jim's Tire Service Inc	1-53723	\$312.77
Jim's Tire Service Inc	1-53724	\$312.77
John Simmons	0212	\$287.60

City of Sedalia
Department Bills 2-6-2012

Vendor Name	Invoice Number	Amount
Joleigh Melte	0112	\$28.12
Joleigh Melte	0112a	\$3.50
KCP&L	0112-14I	\$17.19
Key Hydraulics	12-22145	\$58.11
Key Hydraulics	12-22225	\$70.39
Key Hydraulics	12-22238	\$70.76
Key Hydraulics	12-22319	\$296.57
Key Hydraulics	12-22364	\$411.87
Klein'S Saw Shop & Small Engines	0112	\$28.00
Kyle Gilmore	0112	\$8.89
Law Enforcement Targets	0182809-IN	\$674.37
Lawson Products Inc	9300524413	\$310.33
Lea's Truck Service Llc	3789P	\$141.25
Leon Uniform Co Inc	258527	\$193.80
Leon Uniform Co Inc	258957	\$75.75
Leon Uniform Co Inc	256254-01	\$121.70
Leon Uniform Co Inc	256254-02	\$65.60
Leon Uniform Co Inc	258527-01	\$57.00
Leon Uniform Co Inc	258527-80	(\$62.10)
Lochner	009030901-24	\$1,143.36
Lochner	010043000-12	\$268.76
Lowe's Companies Inc.	09699	\$117.00
Lowe's Companies Inc.	12011	\$3.97
Lowe's Companies Inc.	12065	\$77.41
Lowe's Companies Inc.	12437	\$85.49
Lowe's Companies Inc.	12657	\$85.38
Lowe's Companies Inc.	12804	\$72.64
Lowe's Companies Inc.	12808	\$34.45
Lowe's Companies Inc.	12889	\$31.98
Lowe's Companies Inc.	12953	\$28.09
Lowe's Companies Inc.	25176	\$86.39
Main Street Logo	210179	\$80.00
Main Street Logo	210185	\$160.00
Main Street Logo	210186	\$312.00
Main Street Logo	210201	\$96.00
Mark's Mobile Glass Inc	030869	\$178.24
Mark's Mobile Glass Inc	W4F031816	\$28.00
Mark's Mobile Glass Inc	W4F032155	\$21.32
Martha Stokes	0112	\$22.50
MCI	0112	\$260.96
MDI/MSU	0112	\$330.00
Mefford Vuagnaiux & Associates	0112	\$240.00
Menards - Sedalia	28351	\$39.99

City of Sedalia
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Vendor Name	Invoice Number	Amount
Menards - Sedalia	28477	\$11.95
Microflex	1252869	\$121.85
Midland Printing Company	73558	\$432.30
Mid-Mo Hubcap & Wheel	5642-7	\$515.00
Millipore Corporation	5915354	\$680.00
Missouri Department Of Revenue	0212	\$649.79
Missouri Department Of Revenue	0112	\$200.00
Missouri Department Of Revenue	0112A	\$200.00
Missouri Peace Officer'S Assoc	0112	\$15.00
Missouri Vocational Enterprise	414766	\$7.60
Missouri Water & Wastewater Conf.	0112	\$90.00
Mo Dept Of Natural Resources	34601205351	\$30.00
Moperm	A-3434	\$1,000.00
Motion Industries Inc	493416	\$52.89
Motion Industries Inc	493417	\$109.25
Motion Industries Inc	493617	\$143.73
MTC Of Warrensburg Inc	25195	\$90.00
Myers Tire-Kansas City #16	21600139	\$390.83
National Animal Control Assoc	39545	\$35.00
National Gang Crime Research Center	0212	\$675.00
Netmotion Wireless Inc	10012326	\$1,848.80
Nightwatch Security & Telephone	56397	\$260.00
Nucps Alumni Association	15494	\$50.00
Open Door Service Center	512977	\$8.00
O'Reilly Automotive Inc.	463530	\$99.99
O'Reilly Automotive Inc.	463531	\$99.99
O'Reilly Automotive Inc.	0114-464686	\$50.99
O'Reilly Automotive Inc.	0247-128920	\$6.29
Orr Wyatt Streetscapes	Final	\$96,526.20
Orschelns Convenience Card	1169	\$22.99
Orschelns Convenience Card	4662	\$37.99
Orschelns Convenience Card	5212	\$30.68
Osage Thrift Shop Inc	0112	\$2,533.00
Papa Jake'S Donut Shop	46	\$14.20
Pettis County Recorder of Deeds	0112	\$27.00
Pettis County United Way	0112	\$14.00
Pettis County United Way	0112A	\$14.00
Pettis County United Way	0112B	\$14.00
Pettis County United Way	0112C	\$14.00
Pioneer Trails Regional Planning Comm.	477	\$3,000.00
Printlynx	93298	\$166.19
Printlynx	93475	\$171.36
Printlynx	93628	\$18.00

City of Sedalia
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Vendor Name	Invoice Number	Amount
Public Safety Center Inc	5298041	\$47.72
Public Safety Center Inc	5301606	\$98.30
Quicksilver Water	661829	\$46.25
Rac-Jac Properties	0112	\$15.00
Rac-Jac Properties	0112A	\$249.52
Rejis Commission	0020730	\$25.00
Rick Ball Ford - Sedalia	127500	\$294.83
Ruth Martinez	0111	\$37.50
Ruth Martinez	0212	\$22.50
Sale Of Information Fund Missouri Department Of Revenue	31936	\$35.00
Sara Tafoya Photography	0112	\$250.00
Sara Tafoya Photography	0212	\$75.00
Schilby'S Auto Service	21245	\$44.95
Sedalia Heating & Air	5821	\$549.00
Sedalia Heating & Air	5823	\$58.00
Sedalia News-Journal	0112	\$158.40
Sedalia News-Journal	0112A	\$40.84
Sedalia News-Journal	0112B	\$158.40
Sedalia News-Journal	0112C	\$51.98
Sedalia Rental & Supply	132010	\$75.00
Sedalia Retail Llc	0112	\$9,658.00
Sherwin Williams Co	4977-0	\$27.89
SMC Electric Supply	60163393-00	\$118.80
SMC Electric Supply	60163477-00	\$336.84
SMC Electric Supply	60164100-00	\$209.34
SMC Electric Supply	60164112-00	\$47.30
Smith Paper & Janitor Supply	531274	\$48.58
Smith Paper & Janitor Supply	533105	\$95.20
Smith Paper & Janitor Supply	533323	\$139.17
Smith Paper & Janitor Supply	533538	\$103.21
Smith Paper & Janitor Supply	533635	\$59.90
Smith Paper & Janitor Supply	533832	\$86.00
Smith Paper & Janitor Supply	533838	\$101.36
Smith Paper & Janitor Supply	533844	\$104.50
Smith Signs	7082	\$40.00
Smith-Cotton JROTC	0112	\$20.00
Springbrook Software	19684	\$1,541.68
Staples Business Advantage	3166315092	\$117.82
Staples Business Advantage	3166566725	\$30.66
Staples Business Advantage	3166566726	\$16.99
Staples Business Advantage	3166566728	(\$23.97)
Staples Business Advantage	3166566729	\$6.42
Staples Business Advantage	3167210416	\$62.98

City of Sedalia
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Vendor Name	Invoice Number	Amount
Staples Business Advantage	3167210417	\$165.15
Staples Business Advantage	3167210418	\$63.20
Staples Business Advantage	3167210419	\$159.04
Staples Business Advantage	3167210420	\$6.18
Staples Business Advantage	3167210421	\$42.06
Staples Business Advantage	3167555850	\$58.26
Staples Business Advantage	3167555852	\$58.76
Staples Business Advantage	3167555853	\$54.00
Staples Business Advantage	3167555854	\$21.91
Staples Business Advantage	3167555855	\$63.83
Staples Business Advantage	3167555857	\$56.66
Staples Business Advantage	3167555858	(\$20.98)
Staples Business Advantage	3167555859	\$209.52
Staples Business Advantage	3167555860	\$30.75
Staples Business Advantage	3167916453	\$11.99
Staples Business Advantage	3167916456	\$299.99
Staples Business Advantage	3167916458	\$239.99
Staples Business Advantage	3167916459	(\$239.99)
Staples Business Advantage	3167916460	\$209.99
Stephen Galliher	0112	\$48.10
Stericycle Inc.	4003087257	\$34.23
Stericycle Inc.	4003106920	\$34.85
Tallman Company	1196376	\$69.00
Tallman Company	1197714	\$256.48
The Bank Of New York	5068663	\$400.00
The Bank Of New York	5068664	\$400.00
The Hiller Group Inc	1099068-IN	\$30,433.16
The Sedalia Area Chamber Of Commerce	0112	\$8.00
The Sedalia Area Chamber Of Commerce	0112A	\$8.00
The Sedalia Area Chamber Of Commerce	0112B	\$8.00
The Ups Store	0112	\$13.00
The Ups Store	3943	\$10.57
The Ups Store	4082	\$12.10
Tiger Direct Inc	85365810101	\$460.01
Tiger Direct Inc	F85843510101	\$47.38
Tim's Tree Service Llc	2629	\$1,400.00
Tim's Tree Service Llc	2630	\$550.00
Tire Centers Llc	6500114689	\$64.57
Tire Centers Llc	6500114695	\$104.90
Tire Centers Llc	6500114840	\$24.95
Top Notch Crane Service Inc	0112	\$127.00
Trane Us Inc	322748	\$3,978.40
Trans-Central Suppliers Inc	0209977	\$6.72

City of Sedalia
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Vendor Name	Invoice Number	Amount
Unifirst Corporation	2677402	\$25.44
Unifirst Corporation	2677403	\$30.20
Unifirst Corporation	2677404	\$36.96
Unifirst Corporation	2677405	\$39.05
Unifirst Corporation	2677406	\$431.49
Unifirst Corporation	2677407	\$46.78
Unifirst Corporation	2678695	\$25.44
Unifirst Corporation	2678696	\$67.16
Unifirst Corporation	2678698	\$39.05
Unifirst Corporation	2678699	\$432.09
Unifirst Corporation	2678700	\$46.78
Unifirst Corporation	2680006	\$25.44
Unifirst Corporation	2680007	\$30.20
Unifirst Corporation	2680008	\$36.96
Unifirst Corporation	2680009	\$39.05
Unifirst Corporation	2680010	\$433.69
Unifirst Corporation	2680011	\$46.78
Unifirst Corporation	2681307	\$26.00
Unifirst Corporation	2681308	\$25.44
Unifirst Corporation	2681309	\$31.16
Unifirst Corporation	2681310	\$36.96
Unifirst Corporation	2681311	\$39.05
Unifirst Corporation	2681312	\$431.49
Unifirst Corporation	2681313	\$46.78
Unifirst Corporation	2682590	\$25.44
Unifirst Corporation	2682591	\$31.16
Unifirst Corporation	2682592	\$36.96
Unifirst Corporation	2682593	\$39.05
Unifirst Corporation	2682594	\$435.68
Unifirst Corporation	2682595	\$46.78
United Rotary Brush Corp	C1126099	\$377.05
University Of Missouri	0112	\$130.00
University Of Missouri	0112A	\$130.00
University Of Missouri	0112B	\$130.00
University Of Missouri	0112C	\$130.00
University Of Missouri	0112D	\$130.00
University Of Missouri	0112E	\$130.00
University Of Missouri	0112F	\$130.00
University Of Missouri	0112G	\$130.00
Usa Bluebook	569360	\$33.81
Usa Bluebook	573007	\$181.83
Vance Bros. Inc-Kansas City	1724	\$470.34
Vance Bros. Inc-Kansas City	1725	\$528.63

City of Sedalia
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Vendor Name	Invoice Number	Amount
Verizon Wireless	2689143440	\$2,965.76
Vinson's Pawn & Gun Shop	1505	\$518.00
W & M Welding Inc	33767	\$54.00
W & M Welding Inc	33922	\$27.50
Wal-Mart Community/GECRB	00979	\$116.72
Wal-Mart Community/GECRB	01503	\$60.74
Wal-Mart Community/GECRB	03855	\$18.42
Wal-Mart Community/GECRB	04756	\$38.59
Wal-Mart Community/GECRB	05293	\$11.04
Wal-Mart Community/GECRB	06300	\$9.88
Wal-Mart Community/GECRB	06637	\$108.88
Warehouse Tire And Muffler	0121880	\$276.00
WCA Waste Systems Inc.	6193	\$27,123.12
West Group	824201461	\$291.95
Western Extralite Company	S4411960.001	\$30.08
Westfall GMC Truck Inc	725776P	\$753.61
William Twenter	0112	\$12.71
Woods Super Market	172	\$24.97
Woods Supermarkets Inc	98	\$64.14
Total Of Invoices To Be Approved		\$315,527.79