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PRE-COUNCIL MEETING

Mayor's Conference Room
Municipal Building
Monday, March 19, 2012
5:45 p.m.

MAYOR: MARY ELAINE HORN **MAYOR PRO-TEM: WILEY WALTER**

Work Session – 5:45 p.m.

1. Presentation – Citizen's Committee for Smart Growth: Annual Report (Kim Graves, Presenter)
2. Presentation – April 3, 2012 Election: Ambulance District issue (John Fritz, Presenter)

Committee Meetings – Immediately Following Work Session

PUBLIC SAFETY COMMITTEE **Police, Fire, and Emergency Management**	**Stephen Galliher, Chair** **Tony Arbisi, Vice Chair**

1. Review ordinance repealing Section 40-370(a) of the code of ordinances relating to the Mandatory contribution by certain active employees to the Firefighters Retirement Fund.

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 quotes for the sole source purchase of a roller from Fluid Equipment in the amount of $9,042.00 for belt press repair at the Central Wastewater Treatment Plant.
2. Review quote for the sole source purchase of parts for street sweeper repair.
3. Review ordinance authorizing the utilization of funds granted under the Missouri Housing Development Commission's HERO Home Repair Program.
4. Review ordinance granting a special use permit to Airgas Mid America Inc. for a barb wire Fence for property located at 2300 and 2310 West Main.

FINANCE/ADMINISTRATION COMMITTEE **General/Administrative and Claims**	**Bob Cross, Chair** **Wanda Monsees, Vice Chair**

1. Reject bids that were tabled on March 5, 2012 for the purchase of 20 Dell desktop computers. Project will be rebid.
1. Review ordinance amending budget for FY 2011-2012.
2. Review ordinance adopting budget for FY 2012-2013.
3. Review ordinance approving day after Thanksgiving as City holiday.
4. Review ordinance approving and accepting a master agreement and an annual agreement by and between the City of Sedalia, Missouri and Midwest Computech Inc.
5. Review ordinance approving annual appropriation to Sedalia Downtown Development Inc.
6. Review ordinance approving annual appropriation to Scott Joplin International Ragtime Foundation for 2012 Festival.
7. Review ordinance approving annual appropriation to the Sedalia Area Chamber of Commerce for services related to the Convention and Visitors Bureau.
8. Review ordinance approving annual appropriation to Whiteman Area Leadership Council.
9. Review ordinance approving and accepting an agreement with the Boys and Girls Club for use and occupancy of the Sedalia Community Center.

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CITY COUNCIL MEETING AGENDA

City Council Chambers
Municipal Building
Monday, March 19, 2012
7:00 p.m.

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

I. MINUTES

1. Pre-Council Meeting March 5, 2012
2. Regular Council Meeting March 5, 2012
3. City Council Work Session March 12, 2012

II. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES

1. Acceptance of Citizens' Traffic Advisory Commission minutes dated February 15, 2012.

III. ROLL CALL OF STANDING COMMITTEES

A. PUBLIC SAFETY – Councilmember Stephen Galliher

B. PUBLIC WORKS – Councilmember Kenneth Norton

1. Approve sole source purchase of a roller from Fluid Equipment in the amount of $9,042.00 For emergency belt press repair at the Central Wastewater Treatment Plant
2. Approve sole source purchase of parts for street sweeper repair

C. FINANCE / ADMINISTRATION – Councilmember Bob Cross

1. Reject bids that were tabled on March 5, 2012 for the purchase of 20 Dell desktop computers. Project will be rebid.

IV. NEW BUSINESS

A. ORDINANCES AND RESOLUTIONS

- **O** Authorizing the utilization of funds granted under the Missouri Housing Development Commission's HERO Home Repair Program
- **O** Granting a special use permit to Airgas Mid America Inc. for a barb wire fence for property Located at 2300 and 2310 West Main
- **O** Amending budget for FY 2011-2012
- **O** Adopting budget for FY 2012-2013
- **O** Approving day after Thanksgiving as City holiday
- **O** Repealing Section 40-370(a) of the Code of Ordinances relating to the mandatory contribution By certain active employees to the Firefighters Retirement Fund
- **O** Approving and accepting a master agreement and an annual agreement by and between the City of Sedalia, Missouri and Midwest Computech Inc
- **O** Approving annual appropriation to Sedalia Downtown Development Inc.
- **O** Approving annual appropriation to Scott Joplin International Ragtime Foundation
- **O** Approving annual appropriation to Sedalia Area Chamber of Commerce
- **O** Approving annual appropriation to Whiteman Area Leadership Council
- **O** Approving and accepting an agreement with the Boys and Girls Club

B. APPOINTMENTS

1. Recommendations from Police Personnel Board of an eligibility list for the position of Police Officer (Available at meeting)
2. Recommendation from Mayor Horn to extend the term of Dr. William Woolery to the Bothwell Regional Health Center Board of Directors.

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C. LIQUOR LICENSES
New:
*Carolyn Green dba Child Safe of Central Missouri Inc, 102 E 10th, Picnic License, $37.50
Renewal:
*Turf Martin dba Wine & More LLC, 122-124 S Ohio, Liquor by the drink, $450

D. APPROVAL OF DEPARTMENT BILLS

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

F. GOOD AND WELFARE

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

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, March 19, 2012**

1. Approve sole source purchase of a roller from Fluid Equipment in the amount of $9,042.00 for emergency belt press repair at the Central Wastewater Treatment Plant: A roller on the belt press within the Central Wastewater Treatment Plant was repaired last year, but a weld has failed. The roller ultimately will not last much longer. As the belt press is essential to the function of the plant, the roller needs to be replaced in a timely manner. This particular roller must be purchased by an authorized dealer or directly from the factory. Staff recommends purchasing the roller as a sole source purchase from Fluid Equipment Water and Wastewater Solutions of Kansas City, Missouri in the amount of $9,042.00.

2. Approve sole source purchase of parts for street sweeper repair: The City's 2003 Johnston street sweeper is in need of major repairs due to extensive damage to its belly broom head assembly. Because of the brand name of this street sweeper, parts must be purchased from a certified Johnston parts dealer. Staff recommends purchasing parts necessary for current belly broom repairs plus purchasing maintenance parts to extend the street sweeper's life cycle from sole source vendor, Sellers Equipment of Olathe, Kansas in the amount of $9,494.00. Repairs such as this were accounted for in the FY2012 budget.

3. Reject bids that were tabled on March 5, 2012 for the purchase of 20 Dell desktop computers. Project will be rebid. At the March 5 City Council meeting, a bid proposal for 20 Dell computers was presented for Council's consideration. Upon further discussion, Council tabled this proposal with direction to Staff to rebid the project. In order to proceed with the City's standard bidding process, however, the original March 5 bid recommendation must be rejected.

4. Authorizing the utilization of funds granted under the Missouri Housing Development Commission's HERO Home Repair Program: This resolution authorizes an agreement with the Missouri Housing Development Council's (MHDC) HOME Repair program (HeRO) for grant funds in the amount of $88,000.00. This grant allows funds to be provided to qualifying homeowners for the repair, rehabilitation or reconstruction of certain owner-occupied single family units. The maximum grant to any one homeowner is limited to $20,000.00. The program requires no matching contribution by the City. The program will be administered by the City.

5. Granting a special use permit to Airgas Mid America Inc. for a barb wire fence for property located at 2300 and 2310 West Main: This ordinance would grant Airgas Mid America, Inc. a special use permit allowing the company to install barb wire at their location at 2300 and 2310 West Main Street. The Planning & Zoning Commission approved Airgas Mid America, Incorporated's application at their March 7, 2012 meeting by a 7-Yes, 0-No vote, with the provision that all arm bars for the barb wire be installed to face the interior of the property or be installed vertically rather than face the exterior of the property.

6. Amending budget for FY 2011-2012: This ordinance amends the FY 2012 budget by making the following changes:

a. Increase the expenditures from the General Fund by $282,030
b. Increase the expenditures from the Capital Improvement Fund by $165,887
c. Increase the expenditures from the Park Fund by $268,856
d. Increase the expenditures from the Water Pollution Control by $666,308

Please see Attachment "A" included with this ordinance for complete line item details.

7. Adopting budget for FY 2012-2013: This ordinance adopts the FY 2013 budget as discussed by the City Council.

8. Approving day after Thanksgiving as City holiday: While City offices have traditionally been closed the day after Thanksgiving, City employees were given the options of working, claiming the day as a personal day or taking the time off without pay. After Staff review and presentation to the City Council during the Work Session of the March 5 Pre Council Meeting, it has been determined that the inclusion of the additional holiday would have limited fiscal impact to the City. If approved, the day after Thanksgiving would be included as an approved City holiday.

9. Repealing Section 40-370(a) of the Code of Ordinances relating to the mandatory contribution by certain active employees to the Firefighters Retirement Fund: This suggested ordinance would repeal that section of the city code pertaining to fire department mandatory retirement contributions. This is a proposed policy that dates back more than a year. Late in 2011 the Council agreed to end the practice of requiring employees of the fire department to contribute to their retirement fund, if supported by the budget. The goal was to make the fire department equal with other city departments. It has been determined that the 2013 and subsequent budgets can support this proposed policy change. Although the City's fiscal year goes from April 1st to March 31st of each year, and for the purpose of the FY12-13 budget, the payroll for this fiscal year actually starts on March 18, 2012. Consequently, this policy would begin on March 18th.

10. Approving and accepting a master agreement and an annual agreement by and between the City of Sedalia, Missouri and Midwest Computech Inc: In the past few years, the City of Sedalia has utilized Midwest Computech (MCT) as the City's IT consultant, contracting with them to provide maintenance services and technical assistance. Under this current agreement, the City will have on site technical assistance three days per week and other resources available on an as needed basis. The cost of this service will be not more than $39,141.60 for the year and Staff recommends approving the proposed contract.

11. Approving annual appropriation to Sedalia Downtown Development Inc.: This ordinance approves a one (1) year agreement with Sedalia Downtown Development, Incorporated (SDDI) wherein the City provides $30,000 in support of efforts to promote and advance the downtown business district.

12. Approving annual appropriation to Scott Joplin International Ragtime Foundation: This ordinance approves the annual agreement with the Scott Joplin Foundation. The City provides $7,500 of funding to the Joplin Foundation in support of the annual Scott Joplin festival.

13. Approving annual appropriation to Sedalia Area Chamber of Commerce: This ordinance authorizes the agreement with the Chamber for the operation of the Convention and Visitors' Bureau. This agreement details the City's financial support of the CVB while efforts are made in the possible passing of a Transient Guest Tax. This ordinance addresses possible funding levels based on voter outcomes and incorporates specific reporting criteria from the Chamber of Commerce to the City of Sedalia.

14. Approving annual appropriation to Whiteman Area Leadership Council: This resolution approves an agreement wherein the City will provide $2,000 to the Whiteman Area Leadership Council. In return for this contribution the City receives WALC's continued efforts to help enhance and expand the mission of Whiteman Air Force Base, thereby economically benefiting Sedalia and Pettis County. The agreement specifies a contract date of April 1, 2012 through March 31, 2013.

15. Approving and accepting an agreement with the Boys and Girls Club: The City of Sedalia operates the Community Center located at 314 South Washington. This facility is used to provide rental space to the Boys' and Girls' Club of West Central Missouri . While the City has historically provided leased space to the Boys' and Girls' Club at no rental cost to organization, the club pays a monthly fee towards utilities and custodial services. This ordinance authorizes the lease agreement between the City of Sedalia and the Boys' and Girls' Club for an occupancy period of April 1, 2012 to March 31, 2013.

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 – MARCH 5, 2012

WORK SESSION

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

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

Presentation – Update from Alliance Water Resources

Dick Tuttle, Vice-President and Director of Operations for Alliance Resources, and Phil Webster, with Alliance Resources, presented a progress report to the City Council on the City's Water Pollution Control Department managed by Alliance Water Resources.

Mr. Tuttle stated the scope of work was to provide management and support to the City for the Water Pollution Control Department. The initial challenges dealt with pertained to the Collection System, Treatment and Stormwater (i.e. Administrative Order of Consent, crew management, homes being flooded regularly, and inadequate mapping). New permits for wastewater treatment were very restrictive and new regulations were going to require the City to spend a lot of money to upgrade wastewater treatment plants.

Mr. Webster stated the first thing looked at was staff reorganization for better productivity. Looking back from 2005 to 2008 when Alliance took over in 2009 twice the amount of repairs are being completed and 40% more pipe being cleaned. The Collection System was broken apart into sections to be studied to help prioritize areas of the system to be looked at. With regards to treatment, one permit was issued with two pending and limits set were not to the City's liking (one required disinfection which required a lot of activity and was a big capital project).

Mr. Webster stated progress has been made in the Collection System with the SCADA System which provides 24 hour monitoring of the system and provides rain and flow data. Also, a maintenance and repair plan has been developed along with an extensive look at the current system to develop a 15 year compliance plan for the collection system. Flow Data from 30 different sites in the City has been collected and managed, a smoke test was done on the State Fair Grounds and problems were fixed. Patch technology was used to fix pipe underground without any excavation saving time and money.

Mr. Webster stated that the City was not compliant with 503 sludge regulations, so immediately equipment was purchased for disking land and applying sludge into the soil bringing the City into compliance. Also, Alliance Water Resources successfully argued with the State to have ammonia/metal limits raised on permits. DNR adjusted the ammonia limit preventing violations and expensive plant upgrades as well as revising the metal limits also avoiding extra expenses. The metal permit adjustments will also eliminate the need for stricter limits on industries. Also, the Compost Facility is now running without an increase in staff.

Mr. Webster stated that the stormwater program was immediately built and implemented. With this program the Storm Drain Stenciling activities, volunteer trash cleanup and stormwater education programs were implemented. For about three years there has been a coordinated effort among Street, Sanitation, Vehicle Maintenance, Parks and the Fire Department in conducting Facilities Inspections on City facilities.

Mr. Tuttle stated that the support Alliance Water Resource has provided has involved engineering support on all phases of management, provided training to WPC staff, and providing new safety policies.

Mr. Tuttle stated that money has been saved through reduced sludge testing (costs going from about $3,000/year to $500/year for testing), operating the Compost facility without additional staff, increased production without staff increases, flow monitoring program completed with minimal consultant support, trained employees without extra cost, introduced patch technology, Stormwater Permit implementation with no additional staff, and Stormwater Pollution Prevention Plans prepared without consultants.

Presentation – Proposed FY 2012-2013 Budget Highlights

City Administrator, Gary Edwards, presented the FY 2012-2013 budget highlights and unresolved questions on issues from the February 18, 2012 Work Session.

Revenues and Expenditures:

- Projected sales tax growth for Fiscal Year 2013 is 1.5% (FY 2012 was 2%)
- General Fund anticipated revenues for Fiscal Year 2013 of $14,836,500.00
- General Fund anticipated expenditures for Fiscal Year 2013 of $15,978,189.00
- General Fund balance at $9,233,374.00 which is a very healthy balance. This is important to support the City's credit rating which is currently at an A+.
- Anticipated Fiscal Year 2013 total revenues at $26,825,462.00
- Anticipated Fiscal Year 2012 total revenues were $25,183,579.00
- 2011 Assessed valuation $254,163,775.00
- Fiscal Year 2013 Revenues are projected to be flat
- Fiscal Year 2012 Projected Revenues $15,056,902.00; Projected Expenses $14,952,554.00 making the Projected Performance $104,348.00. This amount is low due to the unexpected expenses of the Thompson Boulevard project, the Tornado clean-up in May, 2011 and the straight wind clean-up in August and September, 2011.

In Fiscal Year 2013, Expenditures/Miscellaneous added include: $10,000 for a new intern program with State Fair Community College, $500.00 for a community wide survey on what citizens think of city services, $2,000.00 to Community Development to become more active in retail not currently being handled by the private sector, and adding the Friday after Thanksgiving Holiday no cost.

Priority List of Projects for Fiscal Year 2013 Budget:

- Washington Street Bridge renovation at $1,000,000. Mr. Edwards stated that looking at the Washington Street Bridge the initial decision was to replace the bridge per Missouri Department of Transportation, however now the position is that a renovation can be done for $1 million in about 1 ½ years instead of the $2.5 million and 3 years for the replacement. Mike Lally, with Olsson Associates, stated that with the renovation of the bridge it would give a life of about 40 to 50 years, with proper maintenance. Mr. Edwards recommended renovation over replacement of the bridge, and the Council agreed but wanted to make sure it is done right.
- Fire Pension at $102,000 for one year
- Fire Station at $3,700,000 for $267,651 per year
- Fire Truck $1,000,000 for $215,640 per year
- Airport at $230,000 for $34,000 per year
- Demolition at $200,000
- Pay Plan at $246,757 at about $135,000 per year. Mr. Edwards stated that in regards to the City Wide Pay Plan, the Council left staff with the following directions: Place Police and Fire employees into the "step" system and bring their wages up to market value. Place all general employees in the "step" system and increase 1% for all employees if funds are available. The unresolved issue is to what level can the City increase above the 1%. Personnel Director, John Rice, stated that there were two options, Plan A being full "step" increase up front and Plan B to do half up front with the next half after a six month period which would lower the cost to the City. Mr. Edwards stated he thought Plan B was the best option for the City and the Council agreed.
- Cemetery at $108,000, for a small building and a columbariam
- Sidewalks at $100,000. Mr. Edwards stated that the new plan on the sidewalks it would only repair existing sidewalks and would not build any new ones. The area to concentrate on will be in the area of the HERO grant in the northern part of the City, also concentrating on walking connectivity. The amount to be budgeted for this will be $100,000 if the Council approves. The Council agreed to move forward.

Councilman Walter stated that in the new ordinance regarding Cemetery fees it does not specify that the money will stay in a fund for the upkeep of the Cemetery and he would like to see that happen. Administrator Edwards stated a better way to approach this would be to appropriate money out of the General Fund.

COMMITTEE MEETING

Public Safety Committee – Councilman Galliher – No Report.

Public Works Committee – Councilman Norton presented the following recommendation:

- Change Order #1 for the Quincy Avenue Sanitary Sewer Project (a deduction of $20,890.88 bringing the total contract price to $297,189.62) was moved to full Council on motion by Walter, seconded by Monsees. All in favor.

- Change Order #1 for the Pipe Cleaning & CCTV Inspection of Sanitary Sewer Lines #3 Project (a deduction of $66,661.02 bringing the total contract price to $342,943.98) was moved to full Council on motion by Walter, seconded by Galliher. All in favor.

- Proposal from Olsson Associates for scope of work and associated fee for rehabilitation of the Washington Street Bridge for the amount of $34,200.00 was moved to full Council on motion by Galliher, seconded by Arbisi. All in favor.

- Ordinance amending Section 14-25 to the Code of Ordinances, Sections 14-26 and 14-78 of the City of Sedalia, Missouri's Fee Schedule relating to Cemetery Fees, adding Section 14-79 to said fee schedule and approving a form contract to be used for Cemetery services. Councilman LaStrada stated that she thought the increase in the Cemetery fees was too much of a jump in price at one time. Councilman Cross also stated his concern about the amount of increase in the fees. Councilman Norton stated that the City is a business and these services cannot be given away for free and that the new proposed fees are still lower than surrounding cemeteries. Item was moved to full Council on motion by Norton, seconded by Walter. All in favor, except LaStrada and Cross who opposed.

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

- Proposal for the purchase of 20 Dell desktop computers from World Wide Technologies, Inc., Maryland Heights, MO in the amount of $20,369.80. IT Director, Monte Richardson, stated that the bid is to replace computers that are at least 4 years old and their performance is slowing down due to current demands being put on them. Councilman Walter stated that he noticed that Staples was not on the bid list and he believes all local businesses should have a chance to give a bid regardless if they are a higher price. Councilman Arbisi stated that he did not believe there is a need for all of the add-ons, split screens, and stands for the computers. Item was TABLED to look into other vendors and rebid on motion by Arbisi, seconded by Cross. All in favor.

- Ordinance adding Section 4-95 of the Code of Ordinances of the City of Sedalia, Missouri for a picnic license for non-profit organizations and incorporating said fees into the City's fee schedule was moved to full Council on motion by Norton, seconded by Walter. All in favor.

- Resolution authorizing the submission of a loan application to the Missouri Transportation Finance Corporation (MTFC) for the Washington Street Bridge was moved to full Council on motion by Walter, seconded by Norton. All in favor.

With no further comments, the meeting closed at 7:20 p.m.
Respectfully submitted: Jason S. Myers, Deputy City Clerk

CITY OF SEDALIA, MISSOURI
COUNCIL MEETING – MARCH 5, 2012

The Council of the City of Sedalia, Missouri duly met on Monday, March 5, 2012, at 7:25 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 Cross.

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

SERVICE AWARDS:

15 Year Service Pin	William Soles, Sr. Building Service Worker – Building Maintenance
5 Year Service Pin	Ellen Cross, Sr. Administrative Aide - Administration

SPECIAL AWARDS:

Mayor Horn presented the Sedalia Police Department Officer of the Year Plaque to Detective Jill Green

MINUTES:

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

- Council Work Session February 13, 2012
- Council Work Session February 18, 2012
- Pre-Council Meeting and Regular Council Meeting February 21, 2012

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES:

ROLL CALL OF STANDING COMMITTEES:

PUBLIC SAFETY – STEPHEN GALLIHER, CHAIRMAN

PUBLIC WORKS – KENNETH NORTON, CHAIRMAN

Approved Change Order #1 for Quincy Avenue Sanitary Sewer Project (deduction of $20,890.88 bringing the total contract price to $297,189.62) on motion by Walter, seconded by Carter. All in favor.

Pre-Council Agenda

Council Agenda

Approved Change Order #1 for Pipe Cleaning & CCTV Inspection of Sanitary Sewer Lines #3 Project (deduction of $66,661.02 bringing the total contract price to $342,943.98) on motion by Walter, seconded by Carter. All in favor.

Approved a proposal from Olsson Associates for scope of work and associated fee for rehabilitation of the Washington Street Bridge in the amount of $34,200.00 on motion by Galliher, seconded by Carter. All in favor.

FINANCE & ADMINISTRATION – BOB CROSS, CHAIRMAN
Awarding of the proposal for the purchase of 20 Dell desktop computers from World Wide Technologies, Inc., Maryland Heights, MO, in the amount of $20,369.80 was TABLED on motion by Norton, seconded by Carter. All in favor.

NEW BUSINESS:
BILL NO. 2012–13, ORDINANCE NO. 9941 – AN ORDINANCE AMENDING SECTION 14-25 TO THE CODE OF ORDINANCES, SECTIONS 14-26 AND 14-78 OF THE CITY OF SEDALIA, MISSOURI'S FEE SCHEDULE RELATING TO CEMETERY FEES, ADDING SECTION 14-79 TO SAID FEE SCHEDULE AND APPROVING A FORM CONTRACT TO BE USED FOR CEMETERY SERVICES was read once by title.

Rebecca Hawkins stated she would like to have discussion about the Cemetery office. City Attorney, Anne Gardner, stated Ms. Hawkins was out of order as discussion is opened after the second reading.

2nd Reading – Motion by Norton, 2nd by Carter. All in favor except LaStrada and Cross who opposed.

Ms. Hawkins, 609 N. New York, stated the there is a little blue sign in front of the Cemetery office which is too small and needs to be increased in size for people to see were the office is and stated that the current office should be updated for handicapped persons.

Final Passage – Motion by Norton, 2nd by Galliher. All in favor except LaStrada and Cross who opposed.
Roll Call Vote: Voting "Yes" were Galliher, Arbisi, Monsees, Walter, Carter and Norton.
Voting "No" were LaStrada and Cross.

BILL NO. 2012–14, ORDINANCE NO. 9942 – AN ORDINANCE ADDING SECTION 4-95 OF THE CODE OF ORDINANCES OF THE CITY OF SEDALIA, MISSOURI FOR A PICNIC LICENSE FOR NON-PROFIT ORGANIZATIONS AND INCORPORATING SAID FEES INTO THE CITY'S FEE SCHEDULE was read once by title.
2nd Reading – Motion by Norton, 2nd by Walter. All in favor.
Final Passage – Motion by Norton, 2nd by Walter. All in favor.
Roll Call Vote: Voting "Yes" were Galliher, Arbisi, LaStrada, Monsees, Walter, Cross, Carter and Norton. No one voted "No".

RESOLUTION NO. 1817 – A RESOLUTION AUTHORIZING THE SUBMISSION OF A LOAN APPLICATION TO THE MISSOURI TRANSPORTATION FINANCE CORPORATION (MTFC) FOR THE WASHINGTON STREET BRIDGE REHABILITATION was read once by title and approved on motion by Norton, seconded by Galliher. All in favor.

APPOINTMENTS: None.

LIQUOR LICENSES: None.

DEPARTMENT BILLS thru March 5, 2012 totaling $92,339.76 were approved for payment on motion by Walter, seconded by Galliher. All in favor.

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:
City Administrator, Gary Edwards, stated there is a need for a special work session with the Council to discuss the recent collapse of a building on West Main Street and the ramifications if the City demolishes the rear portion of the building. Special Work Session set for March 12, 2012 at 6:00 p.m.

Councilman Monsees recognized E.T. Sims, past Cemetery Sexton, who passed away.

GOOD & WELFARE:
Brad Adams, 25151 Apollo Lane, Cole Camp, owner of Grizzly & Tank's Tree Service & Salvage Co., stated that they were finishing the demolition at 201 W. Main Street when the building next to it collapsed which kept him from removing the last bit of dirt. There was a hold on the escrow account for this building until work was completed and now the hold is still in place due to this recent collapse. Mr. Adams stated that he understands the reason behind the hold, however he would like the Council to release a portion of the money to cover his cost of $5,000.00 for the job done. Also, the building next to the collapse is still standing which shares a common room on the first floor with a wall separating the second floor. When the building fell it ripped a chunk out of the front corner of the second building opening the building up. Also, two of the three layers of bricks have come loose which are supporting the second building. Mr. Adams stated that in his professional opinion both of the buildings would need to be torn down being careful not to let the second building collapse on the smaller building next to it. Mr. Adams thanked the Council and again asked that they consider releasing a portion of the money in escrow.

Rebecca Hawkins stated that the City should not have to pay for the buildings falling down on Main Street and that the Kindle's who own the building should have to pay for the demolition.

The meeting adjourned at 7:42 p.m. on motion by Norton, seconded by Walter. All in favor.

THE CITY OF SEDALIA, MISSOURI

Mary Elaine Horn

Mary Elaine Horn, Mayor

Jason L.

Jason Myers, Deputy City Clerk

Pre-Council Agenda

Council Agenda

CITY OF SEDALIA, MISSOURI
COUNCIL WORK SESSION – MARCH 12, 2012

WORK SESSION

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

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

City Administrator, Gary Edwards, asked for guidance on the issue of the collapsed building at 203 W. Main. The first reaction to this collapse with half the building gone and the other half in danger of collapsing was to go ahead and spend the money needed to demolish the other half. Then the City has to consider what cost that would create in the future for the City and how it would effect the issue of the buildings across the street. The Council needed to be brought into the picture for these decisions.

Community Director, John Simmons, presented a chronological account of the building collapses on West Main Street. 201 W. Main collapsed in 2009 which was taken through the dangerous building process. In February 2012 the owner, Brad Kindle, completed the demolition. Insurance funds have been put in an escrow account to cover costs and the insurance company cancelled the owner's policy. At 202 W. Main across the street a collapse occurred in March 2011. The City did an emergency demolition which was finished in December 2011 for a cost of $23,096.36 not including the City Staff's time involved. The building at 202 W. Main shares a common wall with 204 W. Main which is still standing, this needs to be repaired before it collapses, which could cost the City $125,000.00. At the end of February 2012 the front portion of the north half of the building at 203 W. Main collapsed and the City's maintenance crew built a fence securing the area for $1,500.00. A bid of $14,000.00 was received to demolish the building and there is still clean-up costs and dump fees. Also, repairs to the neighbor's property at 207 W. Main would need to be done due to a common wall; this is a warehouse (207, 209, and 211 W. Main). The City is concerned about the domino effect of the buildings collapsing due to the buildings sharing common walls. This also affects property values, insurability and the investments in the downtown area.

Mr. Simmons stated that there are three options to look at:

1) Do nothing more other than secure the sites
2) Bite the Bullet and start repairs/demolitions to affected properties
3) Complete city processes for dangerous buildings with the Board of Appeals and put a tax lien on said property which then moves to the State Court System to get a court order for costs.

City Attorney, Anne Gardner, stated that using the State Court System is a tool to exercise. The City has a Dangerous Buildings Process to abate problems and put a tax lien against the property. The disadvantage to this is the time it takes to collect any money. However, if successful in the State Court System a tax lien can go against all of the defendant's assets. Ms. Gardner stated the

City's Dangerous Buildings process takes 45-60 days, the owner has 30 days to go to the Board of Appeals, and the State Court Process can take 30 days. It could be six months before a decision is started up to two years.

Councilman Galliher and Councilman Walter stated that they had an issue with spending tax payer's dollars on private buildings and that it should be the owner's responsibility to take care of their buildings.

Councilman Norton voiced his concern how the collapses may affect other owners' insurance policies. The City needs a commitment from the property owners to keep up on repairs to their buildings if the City is going to fix the collapsed building. Councilman Norton stated that the City owed it to the owners of properties at 207, 209 and 211 W Main to keep buildings from collapsing on their buildings.

Mr. Kindle stated that he accepts full responsibility for the buildings in question. When 201 W. Main collapsed, the building was insured, but after the collapse the insurance company cancelled the policy. Mr. Kindle stated that he searched for an insurance company to re-insure the building unsuccessfully. Then Mr. Kindle began to search for a bank that would give him a loan to clean-up the building again unsuccessfully. In no way did Mr. Kindle want the City to be responsible for the building clean-up, but he does not know what else to do. Mayor Horn stated that a meeting has been scheduled to speak with Mr. Kindle later this the week to discuss the problem with the building collapse.

Councilman Cross asked if it was possible for the City to tear down the building and allow Mr. Kindle to pay so much a month back to the City. Administrator Edwards stated that at an amount of $300,000.00 that would require a huge monthly payment over a long period of time.

The City is looking at between $250,000.00 to $300,000.00 for this work and the City has only budgeted $200,000.00. Administrator Edwards stated there would be no final decision made tonight on what action the City would take regarding the building at 204 W. Main.

Comments from the audience: Susan Daniels stated that Councilman Norton is right in wanting to fix the building issues and that she does not think it is a waste to invest in and protect the community and town. Becky Hawkins stated that she believes the city should not be responsible for the buildings that have collapsed.

Chief Building Official, Andrew Burt, stated that the dangerous building process has already started on the properties and that step #3 is now in process proceeding to the State Court.

The majority of the council members agreed that the City should proceed with step #3 aggressively and at the same time have a round table discussion with the adjacent property owners (206, 207, 209, & 211 W. Main) to discuss liability and to find out if the other owners have insurance for their buildings and to find out what the City can do to work with them.

With no further comments, the meeting adjourned at 6:42 p.m. to a closed door meeting under Section 610.021(1) for legal advice on motion by Walter, seconded by Norton. All in favor.
Respectfully submitted: Arlene Silvey, MRCC City Clerk

TRAFFIC ADVISORY COMMISSION MEETING
FEBRUARY 15, 2012

The Traffic Advisory Commission duly met on Wednesday, February 15, 2012, at 12:00 p.m. at the Best Western State Fair Motor Inn with Donna Heembrock presiding. Chairman Heembrock called the meeting to order.

ROLLCALL:

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

Guests- Ellen Cross

Minutes of the last regular Traffic Advisory Commission meeting of January 11, 2012 were approved.

UNFINISHED BUSINESS:
None

NEW BUSINESS:
Turf Martin, President of the Liberty Center Association for the Arts Board, 111 W. 5th Street, is requesting, the first two parking spaces on south side of W. 5th Street east of S. Osage Avenue be changed to 15 minute loading/unloading. Parking has become an issue in the area. Vehicles frequently park in front of the drive which blocks the handicapped ramp to the building and the loading area. Staff recommends the Commission deny the request. Staff would like to discuss alternative solutions to this problem. These parking spaces are not only for the Liberty Center but all businesses in the area. A revised recommendation can be presented to the Commission.

Esquivel stated it does appear that this is a marked parking space because the lines are so faded. Maybe it could be painted yellow in front of the driveway. Cross stated that was one idea that has been considered. Heembrock stated one problem with just painting in front of the drive is that would not give a bus enough room to pull over and park. Neff suggested buses could park in the back in the parking lot owned by Liberty Center. Heembrock stated that one problem is the lighting is very poor in the parking lot. Also if buses unloaded back there the people would have to walk through the rock and grass to get to the ramp.

Heembrock continued that she believes the main problem is when a bus with handicapped people come to the Liberty Center they do not have any place to park except in the street. Neff stated that the Liberty Center only has the problem with the bus every so often when they have productions. Other businesses and even residences use these spaces.

Heembrock asked Kottman for her opinion as she has had discussion with the Liberty Center about this problem. Kottman stated the driveway is not big enough for a bus to pull into, you would need the one space just to the west for that to work and those spaces are heavily used. Kottman did suggest to the Liberty Center to talk to the neighbors to get input. Heembrock did state there had been discussion with Fitters. Kottman stated she remembers being called out one time for someone blocking the driveway.

Pre-Council Agenda

Council Agenda

Neff suggested the bus could stop in the street right by the driveway and unload then park in the parking lot. Many trucks stop and unload in the street. Cross told the committee that since there is an upcoming play the Liberty Center requested a barricade from the City so they could place it in the driveway hoping that will keep it open. Neff's main concern is that the Liberty Center does not have the need for this all the time; it is only certain times during the year.

Cross told the Commission one item that was discussed by staff in the pre-meeting was some sort of event parking. Kottman stated they could request this through a Special Event Permit through the Mayor's office. This would be hard to do because there might be other events taking place that same night that might need those spaces also.

Rucker suggested placing a sign in the driveway that stated it was a private drive and do not park, since the real issue was cars parking in front of the driveway. Esquivel stated this might not work as the signs would have to be on Liberty Center property and a car pulling into the space might not see them. Neff stated in the summer there are buses of children that are brought to the Liberty Center and they are unloaded in front of the building (in the street) then the buses park in the parking lot. She believes this would work for all buses.

Daniels stated he believes if we could get something painted on the road and the Liberty Center could put up signs to indicate the area in front of the driveway is not a parking space that would help. This would keep that area open for a bus to pull up to and unload handicapped people right there by the ramp. Daniels stated he believes there are other alternatives to solving this problem. **A motion was made by Daniels to deny the request. Second by Neff. All in favor.**

Cross stated she would try to have a letter mailed to Mr. Martin before the next Liberty Center Board meeting.

Another suggestion Rucker made was to get some movable post and they could be put in that space and then remove when not needed.

OTHER ITEMS FOR DISCUSSION:

AGENDA FOR NEXT MEETING:

The next meeting will be March 14, 2012.

The meeting adjourned at 12:35 p.m.

To: Gary Edwards
From: Bill Beck
Date: March 15, 2012
Subject: Central Plant Belt Press Repair

The belt press for the Central WWTP had a large roller repaired last year. The weld on the repaired roller has failed. Because of that failure; it is not anticipated that the roller will last much longer.

This piece of equipment is needed several days a week every week of the year. The plant would be in serious solids handling crisis without it and we do not have the redundancy of a spare press.

The press is manufactured by Ashbrook Simon-Hartley. Most parts are now made by after-market type companies. These rollers are not. Therefore, the roller must be purchased by the authorized dealer or directly from the factory. Either way, the cost is the same $9,042.00.

For this reason, I would like to request the purchase of this roller for $9,042.00 as a sole source purchase from Fluid Equipment. We have attached a price quote from the factory and the vendor. The roller with the bearings is the one that is needed for the repair.

Central's Press

Ashbrook Simon-Hartley Operations, LP
11600 East Hardy Road
Houston Texas 77093
USA

Ashbrook Simon-Hartley
WATER AND WASTEWATER TREATMENT SOLUTIONS

Phone: 800-362-9041
Fax: 281-449-1324
www.as-h.com

Spare Parts: (P) 800-547-7273 (F) 800-999-6737

Quote Number: 29757

Quote

Quote To:

CITY OF SEDALIA
MUNICIPAL BUILDING
200 SOUTH OSAGE
SEDALIA MO 65302-1707
USA

Phone: 660-827-3000 Fax: 660-827-7834

Date: 2/9/2012

Expires: 4/9/2012

Sales Person: KEITH THERIOT

Email:

Signature _____

Terms: NET 30 DAYS
Ship Via BESTWAY

FOB ORIGIN
Freight: Prepaid and Add

USD

ATTN: DOUG KNIGHT

T-660-827-7830
F-660-827-7834

THANK YOU FOR THE OPPROTUNITY TO QUOTE.

IF YOU HAVE ANY QUESTIONS, PLEASE GIVE US A CALL.

KEITH A. THERIOT
1-800-547-7273 X 4456

Line	Part Number	Description	Lead Time	Expected Qty	Unit Price	Extended Price
1	011728	ROLLER, (24" DANDY) (KP1) 304SS 2 (9/16") SHAFT	4-6 WEEKS	1.00	8,158.00	8,158.00

Line	Part Number	Description	Lead Time	Expected Qty	Unit Price	Extended Price
2	026736	ROLLER, (24" DANDY) ASSEMBLY,(KP1) (2 9/16" SHAFT) (SIZE 1), 304LSS	4-6 WEEKS	1.00	9,042.00	9,042.00

with bearings already mounted

recomend this one because of the special bearings.

Line Total ~~17,200.00~~
Line Miscellaneous Charge: -

Quote Total: ~~17,200.00~~ *USD*

For questions please contact Ashbrook 800.547.7273 for any inquiries regarding this quotation. Any Federal, State, Local or applicable taxes and/or duties are not included in the above pricing. Freight charges are not included unless they are listed in the above pricing. Price will remain valid until {ExpirationDate}. A 25% restocking fee is applied to all returns and/or cancelled orders. If you do not have an Ashbrook account, please provide 3 credit references & tax exempt # if applicable. Please provide correct bill-to and ship-to address.

Date Signed Authorized Signature PO#

QuotForm:001:00

Pre-Council Agenda

Council Agenda

FLUID EQUIPMENT

WATER AND WASTEWATER SOLUTIONS

DATE: February 22, 2012

PROPOSAL #: 012312A-ZM

TO: City of Sedalia

PROJECT: Replacement roller

Fluid Equipment Co. or the manufacturer represented proposes to furnish equipment or materials as described below.

Quantity	Item	Unit Price	Total Price
1	011728 Roller 24" Dandy Kp1 304 SS 2 9/16" shaft		$8,158.00
1	026736 Roller 24" Dandy Assembly Kp1 2 9/16" shaft size 1 304SS		$9,042.00

Shipping will be prepaid and added.

THIS PROPOSAL IS SUBJECT TO OUR STANDARD ATTACHED CONDITIONS OF SALE

TERMS: *Net 30 days*

SHIPMENT: *4-6 weeks ARO and APPROVAL*

F.O.B. *Factory*

QUOTED BY: Zane Moreau

Corporate Office

Phone 816-795-8511

Fax 816-795-8926

Pre-Council Agenda

Council Agenda

To: Gary Edwards
From: Bill Beck
Date: March 2, 2012
Subject: Johnston Sweeper parts

The 2003 Johnston street sweeper that belongs to the street department is in need of major repairs. Due to the failure of the belly broom support breaking, thus causing major damage to the entire belly broom head assembly.

We have researched the parts needed to repair the sweeper and to extend the life cycle of this mission critical piece of equipment. Since the sweeper is unique, we can only purchase parts from a certified Johnston parts dealer. The parts dealer for this area is **Sellers Equipment** at 15325 S. Keeler street Olathe Kansas 66062-2712 phone number 1-913-764-2011.

We are asking for the approval to proceed with ordering of the needed parts from the sole source vendor, due to only Johnston dealer and parts are Johnston specific.

Johnston Sweeper Repairs

Parts that are needed to repair damage to belly broom

Parts:	Cost:	Description:
521 - 8 Elbow	$ 41.38	Hydraulic line fitting
62080 - Compensator	$ 703.58	Center belly broom
29160 - Hydraulic Cylinder	$ 1,012.28	Articultes belly broom
124 - 199 setscrew	$ 1.27	screw for compensator
92463 - Curtain	$ 156.23	Deflector for belly broom
62103 - Mount (x2)	$ 290.74	Mounts the curtain to belly broom
62070 - Tow bar	$ 1,221.45	Main belly broom assembly mount
62073 - Shaft	$ 333.52	Connects compensator to towbar
62077 - special bolt (x2)	$ 264.70	Connects compensator to belly broom
5104 - Collar Plug	$ 18.80	Main bolt for the compensator
200449 - tab washer (x2)	$ 30.86	Special washer for compensator bolt
72 - 45 air regulator	$ 245.87	Controls bell broom height
40458 - Flap Assembly	$ 90.68	Closes vaccum tube in hopper
92820 - curtain	$ 156.23	deflector for belly broom
10685 - elbow	$ 20.69	hydraulic line elbow
62102 - motor plate	$ 190.03	mounting plate for belly broom motor
40516 - Clip (x2)	$ 62.28	Part of flap
Total for Belly Broom	**$ 4,840.59**	
Tires - Steer (x2)	$ 560.00	Jim's Tire
Left side turn signal switch	$ 38.00	Lea's Truck Service
Total for needed repairs	**$ 5,438.59**	

Maintenance parts that are needed to extend the life cycle of the sweeper

Parts:	Cost:	Description:
12367 - Fuel Cap	$ 53.51	
4901 - Tailgate seal	$ 371.29	Hopper endgate seal
40072 - Intake duct	$ 414.94	Intake from gutter broom to hopper
281219 - Seal ring	$ 53.20	Seals intake duct
40213 - Rubber seal	$ 14.82	Seals intake duct
42613 - Radiator seal	$ 28.97	Keeps dust from getting into radiator
281218 - Body seal	$ 232.00	Keeps dust from getting to pony motor
217 - Outlet seal	$ 315.39	Keeps dust from getting to pony motor
42409 - Rear engine seal	$ 608.82	Keeps dust from getting to pony motor
93238 - Lift cable	$ 48.05	Lifts gutter broom arm
62061 - Broom mount	$ 541.24	Mounts bell broom (t) drive plate
62055 - Drive plate	$ 226.94	Mounts belly broom to drive motor
40292 - bushings (x2)	$ 167.38	bushing for gutter broom arm
28905 - power thrust ram	$ 973.02	cylinder that controls gutter broom down pressure
129-154 - cap screws (x4)	$ 5.84	Connects broom mount to drive plate
Total for extended life	**$ 4,055.41**	
Grand Total to repair and extend life of sweeper:	**$ 9,494.00**	
222-02 (11-12 budget)	**$ 25,011.30**	**As of 2/29/12**

Pre-Council Agenda

Council Agenda

City of Sedalia

Information Technology Services
200 S. Osage, Sedalia, MO 65301

To: Gary Edwards, City Administrator

From: Monte Richardson

Date: 3/6/12

Re: Request For Bids - Computers

Sir:
Pursuant to Council input I am submitting a new request for bids in regard to computers.

Please see the attached Bid Notice, Invitation To Bid, and Bid Form. With your permission, I would like to have the bid announcement in the newspaper next week.

Respectfully submitted.

Pre-Council Agenda

Council Agenda

City of Sedalia

TELEPHONE (660) 827-3000

MUNICIPAL BUILDING
200 SOUTH OSAGE AVENUE
SEDALIA, MISSOURI 65301

FAX (660) 827-7800

Bid Notice
Bid Request # 10-25-351-4-9-12
Tower/Mini Tower Computers

This City of Sedalia is accepting bids for 20 computer workstations. Interested parties may submit sealed bids addressed to the City Clerk, City of Sedalia, by 3pm on Thursday April 26th, 2012. Bids will be opened at 3pm on Thursday April 26th, 2012 in the Mayor's Conference Room. Attendance at the bid opening is not required.

Bid Specifications and Submission Requirements may be obtained by contacting the Office of the City Clerk, 200 S. Osage Ave., Sedalia, MO 65301 or the City's website at http://www.cityofsedalia.com/content/2443/default.aspx.

The City of Sedalia reserves the right to accept or reject any and all bids submitted. The City of Sedalia reserves the right to accept the proposal deemed most advantageous to the City.

City of Sedalia

TELEPHONE (660) 827-3000

MUNICIPAL BUILDING
200 SOUTH OSAGE AVENUE
SEDALIA, MISSOURI 65301

FAX (660) 827-7800

Invitation To Bid
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The City of Sedalia reserves the right to reject any and all bids submitted. The City of Sedalia reserves the right to accept the proposal deemed most advantageous to the City. More information concerning the City of Sedalia purchasing guidelines can be found at the City's website, http://www.cityofsedalia.com/content/2443/default.aspx

The City of Sedalia is authorized to participate in the State of Missouri NASPO/WSCA contract, among others. Please refer to http://oa.mo.gov/purch/coop.html for other authorized procurement cooperative plans.

Submission Requirements:
Bids must be sealed and received at the office of the City Clerk by the deadline.
Vendors must complete the bid specification sheet indicating whether or not their bid meets or exceeds the specific elements of the bid specification.
Vendors must include product documentation on the item(s) bid.
Vendors must clearly state on the Bid Form any cooperative purchasing contract(s) that the quote is based on.

Specifications for the computers are;
Tower/Mini Tower Chassis
i5 2400 Processor4GB RAM
USB Keyboard
USB Mouse
150GB +/- Hard SATA hard drive
Windows 7 Pro 32 Bit
DVD +/- R/W
19 Standard Aspect LCD monitor
Speakers
3 year NBD on-site warranty

Monte Richardson
IT Services
City of Sedalia

Bid Form

Bid Request # 10-25-351-4-9-12

Computer Specifications	Meet / Exceed Specifications Y/N
Tower/Mini Tower Chassis	
Intel i5 2400 processor	
4 GB RAM	
150GB +/- SATA Hard Drive	
DVD+/- R/W	
USB Keyboard	
USB Optical Mouse	
19" Standard Aspect LCD Monitor	
Speakers	
Windows 7 Pro 32-bit	
3 Years NBD On-Site Warranty	

UNIT COST	
TOTAL UNIT COST (UNIT COST X 20)	
SHIPPING CHARGES	
Other charges	
GRAND TOTAL	
Is this Bid based on any Cooperative Procurement Contract? If "Yes" please note in Vendor Notes below.	

**Vendor Notes:

Pre-Council Agenda

Council Agenda

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AGREEMENT FOR FUNDS GRANTED UNDER THE MISSOURI HOUSING DEVELOPMENT COMMISSION'S HeRO HOME REPAIR PROGRAM.

WHEREAS, the Missouri Housing Development Commission (MHDC) has notified interested communities of the availability of funds for repair and rehabilitation of owner-occupied homes; and

WHEREAS, the Home Repair Opportunity (HeRO) Program provides funding to meet the growing need for home repair for low and moderate income homeowners. MHDC provides federal HOME funds to selected community partners who operate the program in the region they serve; and

WHEREAS, the City of Sedalia had applied for and was awarded an $88,000 grant from the Missouri Housing Development Commission for said HeRO Housing Repair Program as more fully described in the proposed agreement attached to this ordinance and incorporated by reference as though the proposed agreement were set forth herein.

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

Section 1. The Missouri Housing Development Commission's HeRO Home Repair Program policies, applications and general paperwork are hereby approved and are to be followed for the implementation of the HeRO Program by the City of Sedalia, Missouri.

Section 2. The HeRO Home Repair Program polices shall be adhered to by the City of Sedalia, Missouri as established, but may be revised as deemed necessary in accordance with the Missouri Housing Development Commission.

Section 3. The City of Sedalia shall provide fair and equal treatment to all parties participating under the HeRO Home Repair Program, from homeowners to contractors.

Section 4. The Council of the City of Sedalia, Missouri, hereby approves and accepts the agreement by and between the City of Sedalia, Missouri and the Missouri Housing Development Commission in substantively the same form and content as the agreement has been proposed.

Section 5. The City Administrator is hereby 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 6. 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 7. This ordinance shall take effect and be in full force and effect from and after its passage and approval.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 19th day of March 2012.

_____
Presiding Officer of the Council

Approved by the Mayor of said City this 19th day of March 2012.

_____
Mary Elaine Horn, Mayor

ATTEST:

_____
Arlene Silvey, MRCC City Clerk

Strength, Dignity, Quality of Life
MISSOURI HOUSING
DEVELOPMENT COMMISSION

Jeremiah W. (Jay) Nixon
Governor

Peter Kinder
Lieutenant Governor

Clint Zweifel
State Treasurer

Chris Koster
Attorney General

Jeffrey S. Bay
Chairman

Troy L. Nash
Vice Chairman

John Stanfield
Secretary-Treasurer

David B. Cosgrove
Commissioner

Kip Stetzler
Interim
Executive Director

Kansas City
3435 Broadway
Kansas City, MO 64111
816-759-6600
Fax 816-759-6828

St. Louis
4625 Lindell, Suite 300
St. Louis, MO 63108
314-877-1350
Fax 314-877-1360

February 29, 2012

RECEIVED
MAR - 1 2012
By

Gary Edwards, City Administrator
City of Sedalia
200 South Osage Ave.
Sedalia, MO 65301
660-827-3000

Dear Gary Edwards,

We want to thank you once again for your continued interest in the Home Repair Opportunity program (HeRO). I have enclosed two copies of the 2012 FY *HeRO and DREAM Program Grant Agreement*. Please sign and return one signed original copy to Missouri Housing Development Commission. Retain the second copy for your records.

Also included is a copy of your *ACH Direct Deposit Authorization* form to allow future draws to be deposited into your account. Please verify that the information has not changed. If changes are needed, simply make the corrections on the form and return. Otherwise, we will assume nothing has changed and no action is needed. New agencies must complete the enclosed form and attach a voided check. Return both with your signed agreement.

Submit your signed Grant Agreement and ACH Direct Deposit documentation to:

Missouri Housing Development Commission
Attn: Tina Clavin Clubine
3435 Broadway
Kansas City, MO 64111

If you should have any questions regarding the program, please do not hesitate to call me. I look forward to another successful year working with you and your staff.

Sincerely,

Tina Clavin Clubine
Sr. Housing Development Officer -
HeRO & DREAM Specialist
Missouri Housing Development Commission

Pre-Council Agenda

Council Agenda

GRANT AGREEMENT

2012 HOME Repair Opportunity ("HeRO") & Downtown Revitalization and Economic Assistance to Missourians ("DREAM) Programs
Grant Number: M-11-SG-29-0100

This Grant Agreement ("Agreement") between the **MISSOURI HOUSING DEVELOPMENT COMMISSION,** a body corporate and politic of the State of Missouri ("MHDC" and/or "Participating Jurisdiction") and **City of Sedalia,** a Missouri Nonprofit Corporation ("the Sub Grantee"), is made pursuant to the authority of the HOME Investment Partnership Act created by the National Housing Act of 1990 and Section 205 of the Housing and Community Development Act of 1992 ("NAHA").

In reliance upon, and in consideration of, the mutual representations and obligations hereunder, MHDC and the Sub Grantee agree as follows:

Subject to the provisions of this Agreement, MHDC will make grant funds in the amount of **$88,000 HeRO (the "Grant")**; available to the Sub Grantee. A maximum of ten percent (10%) of this Grant may be used for documented Grant administration reimbursement. MHDC shall receive documentation which, in their sole discretion justifies any distribution for Grant administration reimbursement funds. The maximum amount of Grant reimbursement funds which shall be requested in any disbursement shall not exceed ten percent (10%) of the amount of Grant funds requested in that disbursement. Grant funds will be used solely for the purpose described in **Article IV** of this Agreement. All Grant funds must be obligated/reserved by the Sub Grantee no later than ***October 31, 2012*.**

All Grant funds not obligated shall be subject to recapture and reallocation by MHDC. If the Sub Grantee has not obligated the grant funds contemplated in this Agreement by October 31, 2012; such funds may be reallocated to agencies which also participate in either of the HeRO and/or Dream program(s) and such funds shall be distributed on a first come first served basis, but only upon MHDC's receipt of complete and correct reservation files.

The Sub Grantee agrees to abide by the following:

ARTICLE I. MHDC/Department of Housing and Urban Development ("HUD") Requirements.

1. The requirements of the HOME Investment Partnership Act created by the National Housing Act of 1990 and Section 205 of the Housing and Community Development Act of 1992.

2. The requirements of 24 C.F.R. 92, (as defined in the Agency's *HeRO Implementation Manual*) entitled HOME Investment Partnerships Program which is incorporated by reference herein and made a part hereof.

3. The maintenance of records sufficient to enable MHDC to determine whether the Sub Grantee has complied with the terms of this Agreement. This includes its annual financial audit which is to be provided to MHDC upon its receipt by the Sub Grantee.

ARTICLE II. Draw–downs.

The Sub Grantee may not draw-down grant funds until the activity approved under this Agreement has been completed. Activity is defined, for the purposes of this Agreement, as a component of home repair, such as a roof or furnace. A draw-down request by the Sub Grantee constitutes a representation by the Sub Grantee that the activity has been completed in compliance with the terms and conditions of this Agreement.

ARTICLE III. Default.

A default under this Agreement shall consist of using grant funds for a purpose other than as authorized by this Agreement, any noncompliance with legislative, regulatory, or other requirement applicable to the Agreement or any other material breach of this Agreement. See particularly 24 C.F.R. 92.214, Prohibited Activities.

ARTICLE IV. Use of Grant Funds

The sole purpose for the use of these grant funds is to provide funds to qualifying homeowners for the repair, rehabilitation or reconstruction of certain owner-occupied, single family units. The maximum grant to any one homeowner is limited to **$20,000.00**. The grant funds will be used in strict accordance with the HOME Repair Program Manual which is incorporated into this Agreement by reference herein and made a part hereof.

ARTICLE V. Regulatory Agreement (LURA)

The Sub Grantee shall require, as a condition to funding, each homeowner to execute, notarize and record a Regulatory Agreement (LURA) that imposes certain conditions on the homeowner for a three (3) year period. The Regulatory Agreement (LURA) may not be subject to subordination by the Agency. The

form Regulatory Agreement (LURA) is incorporated into this Agreement herein and made a part hereof.

ARTICLE VI. Indemnification

The Sub Grantee agrees that it will indemnify and hold MHDC, its successors and assigns, harmless against and all losses, claims, damages, liabilities, costs or expenses, including without limitation, reasonable attorneys' fees and disbursements, resulting from the negligent, careless, reckless, or willful acts of the Sub Grantee, its officers, employees, agents and/or contractors in the performance of the terms of this Grant.

ARTICLE VII. Miscellaneous

Complete Agreement. This Agreement shall be governed by the laws of the State of Missouri. It constitutes the complete and conclusive agreement between the parties, which supersedes all proposals, oral or written, and all other communications between the parties relating to the subject of this Agreement.

Severability. If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Modification. This Agreement may only be changed in writing, executed on behalf of the Sub Grantee and MHDC.

Subject Headings. The headings in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

Attorney's Fees. If any legal action or arbitration or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of the Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and assigns. The Sub Grantee shall not assign this Agreement without the prior written consent of MHDC.

Time of Essence. Time is of the essence in the performance of all of the terms of this Agreement.

IN WITNESS THEREOF, MHDC and the Sub Grantee execute this Agreement on the dates indicated below.

MISSOURI HOUSING DEVELOPMENT COMMISSION

By: _____
Tina Beer, Deputy Director
Missouri Housing Development Commission

Date: 2-29-12

SUB GRANTEE

By: _____
Gary Edwards, City Administrator
City of Sedalia

Date: _____

Authority to Use Grant Funds

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

To: (name & address of Grant Recipient & name & title of Chief Executive Officer)	**Copy To:** (name & address of SubRecipient)
John Degonia, City Administrator City of Sedalia 200 S. Osage Ave. Sedalia, MO 65301	

We received your Request for Release of Funds and Certification, form HUD-7015.15 on	
Your Request was for HUD/State Identification Number	M-11-SG-29-0100

All objections, if received, have been considered. And the minimum waiting period has transpired.
You are hereby authorized to use funds provided to you under the above HUD/State Identification Number.
File this form for proper record keeping, audit, and inspection purposes.

* HOME Investment Partnership Program
* HOME Repair Opportunity Program (HeRO)

Funds will be provided for the City of Sedalia on an activity-by-activity basis for the purpose of repairing, reducing lead hazards, making homes handicapped accessible, and for weatherizing single family owner-occupied homes in Missouri. Areas impacted include all those located within the City of Sedalia.

Typed Name of Authorizing Officer	Signature of Authorizing Officer	Date (mm/dd/yyyy)
Tina Beer Title of Authorizing Officer Deputy Director, Missouri Housing Development Comm.	X	2-29-12

form **HUD-7015.16** (2/94)
ref. Handbook 6513.01

Previous editions are obsolete.

Pre-Council Agenda

Council Agenda

Council Agenda

AUTHORIZATION AGREEMENT FOR PREAUTHORIZED PAYMENTS

I (we) hereby authorize MISSOURI HOUSING DEVELOPMENT COMMISSION, hereinafter called MHDC, to initiate credit entries to my (our) [√] Checking [ ] Savings account (select one) indicated below and the depository named below, hereinafter called DEPOSITORY, to credit same to such account for disbursements from the HOME Program. Please attach a voided check to this form and return both to MHDC, Attention: HOME-ACH, 3435 Broadway, Kansas City, MO 64111.

DEPOSITORY NAME Third National Bank **BRANCH** 301 West Broadway

CITY Sedalia **STATE** Missouri **ZIP** 65301

ABA NO. 101902052 **ACCOUNT NO.** 059420

This authority is to remain in full force and effect until MHDC and DEPOSITORY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford MHDC and DEPOSITORY a reasonable opportunity to act on it.

AGENCY NAME City of Sedalia H1017

ADDRESS 200 South Osage Ave., Sedalia, MO 65301

DATE March 11, 2009 **SIGNED** Pamela S. Burlingame

TYPED Pamela Burlingame

TITLE Finance Director

COPY

Pre-Council Agenda

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO AIRGAS MID AMERICA INC. FOR A BARB WIRE FENCE FOR PROPERTY LOCATED AT 2300 AND 2310 WEST MAIN 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 Airgas Mid America, Inc., has recommended by an unanimous 7 Yes -- Zero No vote, that its Special Use Permit application be granted for said location provided that all the arm bars for the barb wire be installed to face the interior of the property or be installed vertically rather than face the exterior of the property. The property is owned by the applicant. This recommendation was made after publication of notice on February 20, 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 March 7th, 2012 to consider the application, and upon the hearing and examination of the application by the said Planning and Zoning Commission on March 7th, 2012.

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

SEE ATTACHED EXHIBIT A

Section 3. The Council determines that the proposed use is compatible with the surrounding areas and authorizes the applicant to proceed with obtaining necessary licenses and documentations as needed to install said barb wire on said site provided that all the arm bars for the barb wire be installed to face the interior of the property or be installed vertically rather than face the exterior of the property.

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 19th day of March, 2012.

_____
Presiding Officer of the Council

Approved by the Mayor of said City this 19th day of March, 2012.

_____
Mary Elaine Horn, Mayor

Attest:

_____
Arlene Silvey, MRCC
City Clerk

Pre-Council Agenda

Council Agenda

EXHIBIT A

2300 W. Main-Beginning in the north line of Main Street at the southeast corner of the property conveyed to Robert C. Fisher and Betty J. Fisher by deed recorded in the Pettis County, Missouri Recorder's office in Book 531, Page 164, 165.0 feet west of the west line of State Fair Boulevard, running thence east along the north line of Main Street to the west line of State Fair Boulevard, running thence north along the west line of State Fair Boulevard 140 feet, thence west parallel with Main Street 165.0 feet to a point due north of the point of beginning, thence south 140 feet to the place of beginning.

2310 W. Main-Beginning at a point in the north right-of-way line of Main Street, 165 feet west of the west right-of-way line of State Fair Boulevard, in the City of Sedalia, Pettis County, Missouri; thence north parallel to the west line of said State Fair Boulevard, 140 feet; thence west parallel to the north line of said Main Street, 1.50 feet, thence north parallel to the west line of said State Fair Boulevard, 10.0 feet; thence west parallel to the north line of said Main Street, 20.8 feet to the west side of said building and parallel to the west line of said State Fair Boulevard, 219 feet to the south line of a tract deeded to Tony Ray Stout and Julie Ann Stout, and Gary Dean Stout and Diana M. Stout recorded in the Pettis County Recorder of Deeds Office on July 28, 1987 in book 397, page 419; thence west along said line and parallel to the north line of said Main Street, 129.2 feet; thence south 369 feet to the north line of said Main Street; thence east along said line 151.5 feet to the point of beginning. Being a part of the southeast quarter of the southwest quarter of Section 32, Township 46 North, Range 21 West of the fifth principal meridian, Pettis County, Missouri.

Special Use permit to add barbed wire to 6 foot height fences for security.

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 Airgas Mid America
2. Applicant's Address 2300 and 2310 W. Main
3. Telephone Number Cell 660-596-3073 (Business) 660-826-7893
4. Legal Description of property with street address or location:
2300 W. Main — Beginning in the north line of Main Street at the southeast corner of the property conveyed to Robert C. Fisher and Betty J. Fisher by deed recorded in the Pettis County,
(continued on back)
5. Area of subject property, square feet and/or acres 74,105 sq ft.
6. Present use of subject property Welding Supply and Fill Plant
7. Desired use of subject property Same adding barbed wire to fences
8. What is the present use of the adjoining properties? North Electrical Contractor
South Mini-Storage and small businesses East Pettis Co. Road West Moving and Storage
9. Time schedule for development 3 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 yes "at 2300 and 2310 W. Main Water yes at 2300 and 2310 W. Main
Natural Gas yes "at 2300 and 2310 W. Main Electric yes at 2300 and 2310 W. Main
12. Exhibits furnished _____
13. Jeff DeHaven Signature of Applicant 2300 W. Main Address of Applicant
14. Relationship of applicant to property: Owner ____ Agent X
15. Other _____ (Explain)

Pre-Council Agenda

Council Agenda

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2011-2012.

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

Section 1. The 2011-2012 fiscal year budget beginning April 1, 2011 and ending March 31, 2012 is hereby amended by increasing certain expenditures as they appear on the attached schedule and made a part hereof as if fully set out herein.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 19th day of March 2012.

_____
Presiding Officer of the Council

Approved by the Mayor of said City this 19th day of March 2012.

_____
Mary Elaine Horn, Mayor

ATTEST:

_____
Arlene Silvey, MRCC
City Clerk

ATTACHMENT "A"

BUDGET AMENDMENT 2011-2012 FISCAL YEAR

GENERAL FUND

ADD:

Salaries Part Time Finance	$	4,000	10-06-101-40
Salaries Overtime Finance		1,800	10-06-102-00
Salaries Lagers		4,500	10-06-105-00
Elections Records		3,520	10-07-212-00
Salaries Part Time Airport		5,600	10-11-101-40
Gas & Oil Airport		3,000	10-11-242-00
Cost of Aviation Fuel Sold		200,000	10-11-246-00
Gasoline & Oil Street Dept		11,160	10-14-242-00
Tires & Tubes Street Dept		10,950	10-14-243-00
Supplies Street & Const Mat		25,000	10-14-244-07
Salaries Part Time Comm Develop		2,000	10-16-101-40
Employee Insurance Comm Develop		5,000	10-16-107-00
Salaries Part Time Cemetery		5,500	10-19-101-40
Total	$	282,030	

CAPITAL PROJECTS II

Various Street Projects			
Thompson Blvd	$	165,887	15-32-353-62

PARK FUND

Salaries Seasonal	$	11,756	23-40-101-60
Unemployment	$	6,200	23-40-103-00
Leased Equipment	$	9,000	23-40-220-00
Vehicle Repairs & Parts	$	10,000	23-40-222-02
Bldg & Grounds Maintenance	$	23,000	23-40-222-05
Supplies - Recreation	$	8,900	23-40-244-45
Improvement, Capital Projects	$	200,000	23-40-353-14
Total	$	268,856	

WATER POLLUTION CONTROL

DS Cop 2010b Babs Interest Exp		666,308	61-50-234-03

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SEDALIA, MISSOURI, ADOPTING A BUDGET FOR THE FISCAL YEAR 2013.

WHEREAS, the proposed 2013 fiscal year budget was presented by the City Administrator to the Mayor and City Council at two separate work sessions on February 18 and March 5, 2012; and

WHEREAS, the Mayor and City Council reviewed the proposed budget for the 2013 fiscal year.

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

Section 1. The 2013 fiscal year budget beginning April 1, 2012 and ending March 31, 2013 is hereby adopted with projected revenues and projected expenditures as shown in the budget which is attached and made a part hereof as Exhibit A as if fully set out herein.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 19th day of March 2012.

_____
Presiding Officer of the Council

Approved by the Mayor of said City this 19th day of March 2012.

_____
Mary Elaine Horn, Mayor

ATTEST:

_____
Arlene Silvey, MRCC
City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF SEDALIA, MISSOURI PERSONNEL REGULATIONS, SECTION 6.1.2 (AUTHORIZED HOLIDAYS) BY ADDING THE DAY AFTER THANKSGIVING AS A CITY HOLIDAY.

WHEREAS, it has been determined that there is not additional cost to providing the day after Thanksgiving as a City holiday.

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

Section 1. Section 6.1.2 (Authorized Holidays) of the City of Sedalia Personnel Regulations be and is hereby amended by adding the day after Thanksgiving as an approved City holiday.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 19th day of March 2012.

_____
Presiding Officer of the Council

Approved by the Mayor of said City this 19th day of March 2012.

_____
Mary Elaine Horn, Mayor

ATTEST:

_____
Arlene Silvey, MRCC
City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE REPEALING SECTION 40-370(a) OF THE CODE OF ORDINANCES RELATING TO THE MANDATORY CONTRIBUTION BY CERTAIN ACTIVE EMPLOYEES TO THE FIREFIGHTERS RETIREMENT FUND.

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

Section 1. The FY 2012-2013 budget, recently approved, includes funds sufficient to provide that the active employees of the Sedalia Fire Department will no longer have to contribute to the Firefighters' Retirement Fund.

Section 2. Although the City's fiscal year runs from April 1st to March 31st of each year, for the purposes of the FY 2012-2013 budget, the payroll for this fiscal year actually starts as of March 18, 2012.

Section 3. Therefore, as of March 18, 2012, the active employees of the Sedalia Fire Department will no longer have to contribute the Firefighters' Retirement Fund.

Section 4. Section 40-370 (a) of the Code of Ordinances is hereby repealed effective for pay periods beginning on or after March 18, 2012.

Section 5. 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 19th day of March, 2012.

_____
Presiding Officer of the Council

Approved by the Mayor of said City this 19th day of March, 2012.

_____
Mary Elaine Horn, Mayor

Attest:

_____
Arlene Silvey, MRCC
City Clerk

Pre-Council Agenda

Council Agenda

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A MASTER AGREEMENT AND AN ANNUAL AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND MIDWEST COMPUTECH INC.

WHEREAS, Midwest CompuTech Inc. and the City of Sedalia, Missouri desire to enter into two separate agreements. The first agreement is a master agreement that will contain terms spanning the multiple years the City may have an annual IT agreement with Midwest and the second is an annual agreement for IT services. The terms of both agreements are in the proposed agreements attached to this ordinance and incorporated by reference herein; and

WHEREAS, the City of Sedalia, Missouri, for the annual agreement for IT services shall give the sum and amount of no more than Thirty Nine Thousand, One Hundred Forty-One Dollars and Sixty Cents ($39,141.60) to Midwest CompuTech Inc. for necessary labor, consulting, installation, maintenance, upgrade, and configuration services on all existing and newly purchased IT equipment for the City of Sedalia, Missouri. There is no cost for the master agreement.

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 agreements by and between the City of Sedalia, Missouri, and Midwest CompuTech Inc., in substantively the same form and content as the agreements have 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 for 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 19th day of March 2012.

_____

Presiding Officer of the Council

Approved by the Mayor of said City this 19th day of March 2012.

ATTEST:

Mary Elaine Horn, Mayor

Arlene Silvey, MRCC
City Clerk

City of Sedalia
Information Technology Services
200 S. Osage, Sedalia, MO 65301

To: Gary Edwards, City Administrator

From: Monte Richardson

Date: 02/23/12

Re: Midwest Computech Contract

Sir:
Based on the conversation that you and I had with Ryan and Bruce from Midwest Computech, they have submitted a Master Service Agreement and an Annual Service Agreement. The Master Service Agreement states the general conditions of the service contract between MCT and their clients. The Annual Service Agreement is the annual contract that we sign for service and support.

The annual service contract fee has increased by $95 dollars per month to $3,261.80 monthly, $39,141.60 per year. Explicit language stating that the City may terminate the contract with 30 days' notice has been added as well.

I recommend that the City accept the Master Service Agreement and Annual Service Agreement with Midwest Computech.

Respectfully submitted.

Pre-Council Agenda

Council Agenda

Midwest Computech

MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement") between Midwest Computech, Inc., a Missouri corporation, and its affiliates (collectively, "Midwest"), and the customer which is a signatory hereto ("Customer") is made effective as of the date indicated below the Customer signature on the initial Man-IT Service Contract or TruCloud Service Contract or Statement of Work Service Contract, whichever applies (the "CONTRACT"), submitted by Customer and accepted by Midwest.

1. OVERVIEW

This Agreement states the terms and conditions by which Midwest will deliver and Customer will receive any or all of the services provided by Midwest, as further set forth in the CONTRACT. Each CONTRACT (with exhibits attached) submitted, accepted, and executed by both parties is hereby incorporated by reference as if fully set forth herein. This Agreement is intended to cover any and all services ordered by Customer and provided by Midwest.

2. SERVICES

During the Term of this Agreement, Midwest will provide those Services for Customer as set forth in the CONTRACT. The Services requested by Customer will be provided and performed under the terms and conditions of this Agreement and the CONTRACT executed by the Customer. By submitting a CONTRACT(s), Customer agrees to take and pay for (i) the Services during the Term of this Agreement (and any renewal Term), and (ii) certain additional services and equipment needed by Customer as set forth in the CONTRACT and also where such services are not included within the scope of the Services as described in the CONTRACT(s) (such services being hereafter described as "Supplemental Services"). Customer agrees to pay Midwest the fees charged by Midwest for Supplemental Services, and hereby authorizes Midwest to perform such services on its behalf.

3. PAYMENT: FEES: DEPOSIT

Customer will pay Midwest all fees due according to the prices and terms listed in the CONTRACT and all other fees incurred by Customer related to Supplemental Services. The amount set forth in this section is subject to change, if Customer should add or subtract Services. If the amount per month should change, then Midwest shall provide Customer notice thereof, and Customer agrees to promptly pay the new charges.

3.1 For Statement of Work Service Contract

3.1.1 Customer will pay Midwest for Services at the agreed upon rate set forth in the CONTRACT for the services provided by Midwest pursuant to a Statement of Work.

3.1.2 Unless otherwise specified in a CONTRACT, Midwest will invoice Customer for Services performed under the CONTRACT when the Services are completed, plus an amount equal to any applicable sales, use, excise, value added or similar tax. Customer's payment shall be made within twenty (20) days of receipt of the invoice. If payment is not received on or before the 20th day after receipt of invoice, the outstanding amount shall accrue daily interest at the rate of Three Percent (1%) until paid in full.

Initial_____

3.3 In the event this Agreement is terminated by either party prior to completion of the term, Midwest shall be entitled to receive all compensation earned prior to termination.

4. TERM; TERMINATION

4.1 The term of this Agreement will begin on the date indicated below the Customer signature on the initial CONTRACT and will continue for the entire duration of any relationship between Customer and Midwest, unless terminated early by either party in accordance with this Section 4.

4.2 Either party may terminate this Agreement by giving thirty (30) days' prior written notice to the non-terminating party (or such other notice as may be set forth in the CONTRACT). The termination of any specific Service will not affect Customer's obligations to pay Midwest for other Services being performed by Midwest for the benefit of Customer.

4.3 Midwest may immediately terminate this Agreement or suspend services for a material breach without prior written notice to Customer in the event of (i) a payment default, or (ii) Customer's breach or failure to comply with any other obligation of Customer under this Agreement including, but not limited to, its failure to comply with any of the terms of third party vendors or other policies of Midwest. Customer shall pay Midwest for all Services provided and authorized expenses incurred through the date of termination.

4.4 Upon termination of this Agreement for any reason, Midwest shall remove all of its employees and shall provide to Customer all materials provided to Midwest by Customer in connection with this Agreement. Midwest shall be entitled to remove all equipment installed for the benefit of Customer that is owned by Midwest.

5. CONFIDENTIAL INFORMATION

5.1 Each Party agrees to keep confidential and to use only for purposes of performing under this Agreement, any proprietary or confidential information of the other party disclosed pursuant to this Agreement and appropriately marked as confidential or which could reasonably be considered of a proprietary or confidential nature ("Confidential Information").

5.2 Midwest shall only use Confidential Information in connection with the provision of Services or as directed in writing by Customer. Midwest shall not use Confidential Information at any time, in any fashion, form or manner, for any other purpose.

5.3 Midwest will protect the confidentiality of the Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information and materials of like kind, but in no event less than a reasonable standard of care. When applicable, Midwest will take any steps required to avoid inadvertent disclosure of materials in its possession.

5.4 Confidential Information disclosed by Customer to Midwest will at all times remain the property of Customer. No license under any trade secrets, copyrights, or other rights is granted under this Agreement or by any disclosure of Confidential Information under this Agreement.

5.5 Confidential Information will not be copied or reproduced by Midwest without Customer's approval.

5.6 All Confidential Information made available under this Agreement, including copies of Confidential Information, must be promptly returned to Customer upon the first to occur of (a)

Initial_____

the date on which Midwest is no longer furnishing Services to Customer, or (b) a request by Customer.

5.7 Nothing in this Agreement will prohibit or limit Midwest's use of information (a) previously known to Midwest, (b) acquired by Midwest from a third party which was not, to Midwest's knowledge, under an obligation to Customer not to disclose such information, or (c) which is or becomes publicly available through no breach by Midwest of this Agreement.

5.8 If Midwest receives a subpoena or other validly issued administrative or judicial process demanding Confidential Information, Midwest must promptly notify Customer and tender to it the defense of such demand. Unless the demand has been timely limited, quashed or extended, Midwest will thereafter be entitled to comply with such demand to the extent permitted by law. If requested by Customer, Midwest will cooperate (at the expense of the disclosing party) in the defense of a demand.

6. LIMITED WARRANTY

6.1 Midwest warrants to Customer that the Services will be performed in a competent manner by qualified personnel in compliance with all applicable laws and regulations. In performing the Services, Midwest shall use its best efforts in a diligent manner and shall dedicate such time as necessary to perform them on a timely basis and as its primary obligation. Midwest shall report to and keep informed such persons as Customer shall designate and shall maintain for Customer archival copies of its work on a weekly basis.

6.2 As Customer's only remedy for Midwest's failure to meet this warranty, Midwest will correct any failure in its Services, provided that Customer reports the failure to Midwest in writing within sixty (60) days after the date that Customer becomes aware of the failure and makes available adequate information concerning the failure. In the event the Services provided by Midwest do not function substantially in all material respects despite Midwest's attempt to repair or replace or correct the non-conformances within a reasonable time frame using best efforts, Customer's sole remedy shall be to terminate this Agreement in accordance with Section 4 and receive a refund of any deposit.

6.3 If the limited warranty services provided by Midwest shall cause any defect or damage to the equipment of Customer within the sixty (60) day warranty period, and should the Customer notify Midwest thereof within ten (10) business days, Midwest will repair or replace, at the option and expense of Midwest, any such equipment. After said ten (10) business day time period has expired, in no event will Midwest be liable for any damages or liabilities, directly or indirectly caused by the equipment of Customer not being repaired properly, by length of down time, temporary shortages or unavailability of the replacement parts, or temporary unavailability of qualified service personnel at the Company's service center, or any other alleged damage whatsoever.

6.4 **All services provided by Midwest pursuant to this Agreement are provided on an "as-is" and "as-available" basis. Other than as expressly set out herein or in a separate valid annual service agreement, Midwest has not, and does not, make any warranties, whether express or implied. This Disclaimer of Warranties includes, but is not limited to, the warranties of non-infringement; misappropriation claims; fitness for a particular purpose; warranties of merchantability; or warranties of title. Midwest fully and specifically disclaims any and all warranties regarding services provided by any third parties. Midwest shall not be responsible for, and does not warrant in any respect, the services, performance, conduct, and/or actions of any third party information technology provider or vendors with which Midwest on behalf of**

Initial_____

itself or its client(s). This warranty disclaimer extends to any oral or written information that Customer may receive from Midwest's employees, third-party vendors, agents or affiliates. Customer may not rely on any such information, unless set forth in writing and signed by the President of Midwest. Solely in the event that the exclusion of certain warranties is determined to be unenforceable under applicable law, said warranty or warranties shall be limited to a period of sixty (60) days from the Effective Date of this Agreement. This paragraph 7.2 shall survive the termination of this Agreement for any reason.

7. LIMITATIONS OF LIABILITY

7.1 Delays and Interruptions. MIDWEST SHALL NOT BE LIABLE FOR ANY LOSS OF DATA RESULTING FROM DELAYS, CORRUPTION OF DATA, NON-DELIVERIES, MIS-DELIVERIES OR SERVICE INTERRUPTIONS. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE AND SUITABILITY OF THE SERVICES, AND MIDWEST SHALL HAVE NO LIABILITY THEREFORE. EXCEPT TO THE EXTENT OF MIDWEST'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER MIDWEST NOR ITS NETWORK SERVICES SUPPLIER WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO MIDWEST'S OR CUSTOMER'S TRANSMISSION FACILITIES OR PREMISE EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF MIDWEST'S OR ITS NETWORK SERVICE SUPPLIER'S GROSS NEGLIGENCE.

7.2 Consequential Damages. EXCEPT FOR THE PARTIES' INDEMNITY OBLIGATIONS IN SECTION 12, IN NO EVENT WILL EITHER PARTY BE LIABLE OR RESPONSIBLE TO THE OTHER FOR ANY TYPE OF INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICE OR EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY OR OTHERWISE.

7.3 Notwithstanding anything else to the contrary contained in this Agreement, Midwest's maximum aggregate liability to Customer for any claim related to, or in connection with, this Agreement, whether in contract, tort or otherwise, shall be limited to the total amount of $75,000.

7.4 Midwest may provide Customer access to other third party software and/or services ("Third Party Products") through reseller relationships Midwest has established with certain commercial vendors, including without limitation, Microsoft Corporation ("Third Party Vendors"). Unless otherwise notified, Customer understands that product support for Third Party Products is provided by Midwest and not by the Third Party Vendor. Neither Midwest nor any Third Party Vendor makes any representations or warranties, express or implied, regarding any Third Party Products. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THIRD PARTY PRODUCTS IS AT CUSTOMER'S SOLE RISK AND SUCH THIRD PARTY PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND FROM MIDWEST OR ANY THIRD PARTY VENDOR, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES OR RESULTS, CORRESPONDENCE TO DESCRIPTION, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER MIDWEST NOR ANY THIRD PARTY VENDOR WILL BE LEGALLY RESPONSIBLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, OR CONSEQUENTIAL, ARISING FROM THE USE OR INABILITY TO USE ANY THIRD PARTY PRODUCT. CUSTOMER AGREES TO OBSERVE THE TERMS OF ANY LICENSE AND/OR APPLICABLE END USER SUBSCRIBER AGREEMENT FOR THIRD PARTY

Initial_____

PRODUCTS AND THAT CUSTOMER SHALL BE FULLY LIABLE TO THIRD PARTY VENDORS AND MIDWEST WITH RESPECT TO ANY IMPROPER USE OF SUCH THIRD PARTY PRODUCTS OR VIOLATION OF LICENSE AGREEMENTS WITH THEM AND/OR APPLICABLE END USER SUBSCRIBER AGREEMENTS.

8. CUSTOMER OBLIGATIONS

8.1 Customer represents and warrants that (i) Customer is at least eighteen (18) years of age; (ii) Customer possesses the legal right and ability to enter into this Agreement, and (iii) the performance of its obligations and use of the Services (by Customer, its customers and users) will not violate any applicable laws, regulations or this Agreement or cause a breach of any agreements with any third parties or unreasonably interfere with other Midwest customers' use of services of Midwest. In the event of any breach of any of the foregoing warranties, and in addition to any other remedies available at law or in equity, Midwest will have the right, in its sole discretion, to suspend or terminate immediately any services.

8.2 Customer agrees that it will use the Services only for lawful purposes and in accordance with this Agreement. Customer will comply at all times with all applicable laws and regulations in the use of the Services.

8.3 Customer shall not (i) remove, modify or obscure any copyright, trademark or other proprietary rights or notices that appear on any third-party product or that appear during use of any third-party product; or (ii) reverse engineer, decompile, or disassemble any third-party product, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. For purposes herein, a third-party product is any third-party software and/or services that Midwest may provide Customer to through reseller relationships Midwest has established with certain commercial vendors, including without limitation, Microsoft Corporation.

8.4 The agents and employees of Midwest shall be given all login information from Customer, which shall be treated as Confidential Information. The agents and employees of Midwest shall have physical access to the equipment of Customer for the purpose of providing support service during mutually agreed upon hours.

9. INDEPENDENT CONTRACTOR

The status of Midwest will be that of independent contractor, and Midwest and its employees will not be deemed employees or agents of Company. None of the terms set forth in this Agreement will be construed as creating a partnership, joint venture, agency, master-servant, employment, trust, or any other relationship between Company and Midwest or any of their employees.

10. FORCE MAJEURE

Either party may adjust or suspend its performance (other than the obligation to make payment) to the extent performances beyond its reasonable control for reasons including, without limitation, acts of God, fire, explosion, atmospheric conditions, governmental action, national emergencies, war, riot, insurrection, terrorism, vandalism, or labor difficulty such as work stoppages, strikes, or lockouts. If such force majeure event continues such that the party remains unable to perform, said party shall provide notice to the other party and shall be permitted to delay its performance so long as the force majeure event continues; however, in no event shall such time period be greater than sixty (60) days. If such failure of performance lasts sixty (60) days or more, then, upon giving five (5) days written notice, either party may cancel the effected service only without liability beyond the liability for payment for the service provided prior to said termination. Midwest will not be liable for any delay in performance directly or

Initial_____

indirectly resulting from acts of the Customer, its agents, employees, or causes beyond the control of Midwest.

11. CUSTOMER DATA

All property relating in any way to the Customer's business in computer data, written, graphic or other tangible form (including any tape or other storage medium), and all translations, copies or reproduction thereof, shall remain the sole and exclusive property of the Customer. Upon the termination of this Agreement, Midwest shall immediately return to the Customer all of the Customer Data. Customer warrants that it has the right to use any trademarks, patents, or other such data in connection with its operations.

12. INDEMNIFICATION

Each party agrees to indemnify and hold the other harmless against any losses, costs, expenses (including, but not limited to, reasonable attorneys' fees), claims, damages, liabilities, penalties, actions, proceedings or judgments (collectively, "Losses") resulting from any claim, suit, action, or proceeding brought by any third party against the other or its affiliates related to or arising out of (i) any infringement or misappropriation or alleged infringement or misappropriation of any United States copyright, trade secret, patent, trademark, or other proprietary right related to any hardware or software utilized in connection with any of the Services (but excluding any infringement contributory caused by the other party); (ii) any violation of or failure to comply with the rules and regulations of third party vendors; and (iii) the storing of Customer's Data, or the Data of any agent of Customer, whether pursuant to this Agreement, as a result of tort, or as a result of any other relationship between Customer and Midwest. Customer further agrees to indemnify Midwest and its affiliates against any Losses which arise out of, or relate to any content provided by Customer or the customers/clients of Customer, and Customer will reimburse Midwest and its affiliates for all legal expenses, including reasonable attorneys' fees, incurred by Midwest and its affiliates in connection with any such Losses.

13. NOTICES

Any notice or report required under this Agreement will be given in writing by personal delivery, by certified or registered mail, return receipt requested, or by overnight courier, directed to the address of the party given below or to such other address as may be substituted by notice to the other party. All notices will be effective upon receipt.

"Midwest"
Midwest Computech, Inc.
1906 Corona Road, Suite 100
Columbia, Missouri 65203

"Customer"
Sedalia City Administrator
200 South Osage
Sedalia, Missouri 65301
(If nothing, then as shown in the CONTRACT)

14. GENERAL PROVISIONS

14.1 Customer may not assign this Agreement without the prior written consent of Midwest.

14.2 If any part or parts of this Agreement are held to be invalid, the remaining parts of the Agreement will continue to be valid and enforceable.

14.3 This Agreement will be governed by and construed in accordance with the laws of the State of Missouri, without regard to its conflict of law principles.

Initial_____

Midwest Computech

Service Agreement

Terms and Conditions

This Service Agreement (hereinafter referred to as "Agreement") is entered into as of **4/01/2012** (Month, Day, Year), (the "Effective Date") by and between Midwest Computech, Inc., with offices located in Sedalia, MO 65301 (hereinafter referred to as the "Company") and the firm or individual identified as City of Sedalia (Name or Company Name), with offices located in Sedalia, MO (Address, City and State) (herein after referred to as "Customer").

Agreement

The Company will be the primary IT service provider for customer during the term of this contract. Company will provide labor, consulting, installation, maintenance, upgrade, and configuration services on all existing and newly purchased IT equipment at customer site upon the following terms and conditions:

1. Term of the Agreement

1.1 This Agreement will commence on the Effective Date, and shall be in full force and effect until **3/31/2013** (Termination Date).

1.2 If either party will neglect or fail to perform any of its obligations under this Agreement, and such failure continue for a period of thirty(30) calendar days after written notice thereof, the other party will have the right to immediately terminate this Agreement.

1.3 Either party may, at its option, immediately terminate this Agreement at any time with 30 days written notice.

2. Contract Performance and Equipment Eligible for Service

2.1 The company will provide an MCP certified technician on-site Monday, Wednesday and Friday for 48 weeks for a total of 96 hours per month. The on-site schedule may be modified with 2 weeks notice as needed and agreed upon by both parties to accommodate for technical requirements and paid time off by the Company for the primary technician. MCSA/MCSE level technicians will be dispatched on-site or consulted as needed, to be determined by the Customer and Technician.

2.1.a The Company will respond to significant dispruptions in network functionality as needed at no additional charge. These disruptions are to be considered emergencies by the Company and the customer. Emergencies will be responded to within 4 hours.

2.2 Installation, upgrade, and other IT related projects of substantial size as agreed upon by both parties and requiring additional labor will be billed at a rate of $100 per hour.

2.3 Monthly overage hours will be billed at a rate of $50 per hour.

2.4 Customer agrees not to employ or attempt to employ any Midwest Computech employee for a period of one year after termination of this contract.

3. Service Location

3.1 The Company will service the Equipment at the Customer's facilities during Customer's normal business hours, 8:30AM – 5:00PM, Monday - Friday.

4. Charges / Payment

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Monthly service charges for this Agreement will be not more than **$ 3261.80.** Payment will be made by Customer directly to the Company. Monthly service charges will be billed on the first of each month and will be due on the 20th

5. Exclusions

The Company will not be obligated to provide services if any of the following conditions are present:

5.1 If the Equipment has been modified or repaired by anyone other than Midwest Computech or an authorized manufacturer's service center.

5.2 If the Equipment requires repair of damages caused by external factors, including, but not limited to: loss or damage resulting from the elements, misuse, abuse, or the operation of the Equipment in improper environments, such as, but not limited to, locations having defective or inadequate power source, static electricity, or excessive interference caused by external sources.

6. Limited Warranty and Limitation of Liability

6.1 The Company agrees to use its "commercially reasonable efforts" to provide the maintenance required under this Agreement in a prompt manner, but in no event will the Company be liable for any damages or liabilities, directly or indirectly caused by the Equipment not being repaired properly, by length of down time, temporary shortages or unavailability of the replacement parts, or temporary unavailability of qualified service personnel at the Company's service center.

6.2 All replacement parts, components, modules, or units (hereinafter collectively referred to as "part[s]") supplied under this Agreement are supplied by the Customer at the Customer's cost.

6.3 Except for the limited warranties stated above, the Company disclaims all warranties of any kind with regard to the subject matter hereof, the Service to be provided by the Company, and parts and other material to be supplied by the Customer, including without limitation, any implied warranty of merchantability or fitness for a particular purpose.

6.4 The Company will have no liability or responsibility to the Customer or any other person or entity with respect to any liability, loss or damage caused or alleged to be caused indirectly by the Company or service provided by the Company, including but not limited to loss of data or consequential damages resulting from the use or operation of the equipment. In the event of negligent actions the Company will be liable for any indirect, special, or consequential damages arising out of any breach of this Agreement or any warranty provided herein.

7. General

7.1 This Agreement is the entire Agreement between the parties and it supersedes all prior agreements and understandings between the parties concerning the subject matter herein. It may be modified only by written agreement signed by duly authorized representatives of each party.

7.2 This Agreement will be governed by the laws of the State of Missouri, and all disputes hereunder will be tried in the appropriate federal or state courts located in Pettis County, Missouri.

7.3 Neither this Agreement nor any rights or performance hereunder may be assigned or otherwise transferred by either party, except to any corporation controlled by or under common control with the assigning party, or in connection with the acquisition of, or the sale of substantially all of, the assets of the business to which this Agreement pertains.

7.4 Any notice, request, instruction or other document pertaining to this Agreement will be in writing and delivered by certified US mail, postage prepaid, address listed on final page of this Agreement.

8. Access to Equipment. The Company's maintenance personnel will have free access to the Equipment for the purpose of providing support service.

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9. **Delays.** The Company will not be liable for any delay in performance directly or indirectly resulting from acts of the Customer, its agents, employees, or sub contractors, or causes beyond the control of the Company including, but not limited to acts of God, acts of a public enemy, acts of the United States, or any political subdivisions, fire, flood, epidemics, quarantine restrictions, strikes, civil commotion's, or revolution, freight embargoes, unusually severe weather conditions, and default of the Company's sub Contractors or suppliers.

In witness of this, the undersigned have executed this Agreement as of the day and year first written above.

Midwest Computech

Signature: _____

Print Name: BRUCE BARBOUR

Title: VICE PRESIDENT of OPERATIONS

Midwest Computech, Inc.
1400 S. Limit Ave.
Suite 29
Sedalia, MO 65301
660-826-4700

City of Sedalia

Signature: _____

Print Name: _____

Title: _____

Address: _____

_____

Telephone: _____

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BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND SEDALIA DOWNTOWN DEVELOPMENT, INC.

WHEREAS, the City of Sedalia, Missouri, has received a proposal to enter into an agreement by and between the City of Sedalia, Missouri, and Sedalia Downtown Development, Inc., and

WHEREAS, under the proposal, the City of Sedalia, Missouri, shall pay the sum and amount of Thirty Thousand Dollars ($30,000.00) and as consideration therefore, the City of Sedalia, Missouri, shall receive services relating to the advancement of the Sedalia downtown area and associated activities as more fully described in the proposed agreement attached to this ordinance and incorporated by reference as though the proposed agreement were set forth herein.

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

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

Section 2. The City Administrator is hereby 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 take effect and be in full force and effect from and after its passage and approval.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 19th day of March 2012.

_____
Presiding Officer of the Council

Approved by the Mayor of said City this 19th day of March 2012.

_____
Mary Elaine Horn, Mayor

ATTEST:

_____
Arlene Silvey, MRCC
City Clerk

PUBLIC SERVICE AGREEMENT
BY AND BETWEEN
THE CITY OF SEDALIA
AND
SEDALIA DOWNTOWN DEVELOPMENT, INC.

This Agreement, made and entered into this _____ day of _____, 2012, is by and between Sedalia Downtown Development, Inc., a Missouri nonprofit corporation ("SDDI"), and the City of Sedalia, Missouri ("City").

In consideration of mutual undertakings and mutual benefits from the services set forth herein, the City and SDDI agree as follows:

I. SCOPE OF SERVICES

SDDI will provide the following services ("Services"):

A. Organization – provide unified management and coordination for the downtown commercial area.

B. Marketing and Promotion – continue to develop and update a consistent promotion and advertising program for the downtown commercial area.

C. Design – continue to initiate and develop volunteer design proposals for façade, signage, lighting, landscape, and the overall aesthetic look of the Central Business and Cultural District.

D. Economic Restructuring – continue to strengthen the existing economic assets of the downtown area while diversifying its economic base, including recruiting new businesses, marketing empty space, and strengthening the management capabilities of individual merchants.

E. Implementation of the Downtown Strategic Plan (D.R.E.A.M. Initiative 2010) and the 2008 City of Sedalia Master Plan– implement or assist with the implementation of action items as identified in the Downtown Strategic Plan and the City's Master Plan, as identified in the attached implementation work goals and plans (**Exhibit B**).

II. TERM AND TIME OF PERFORMANCE

The original term of this Agreement shall be from April 1, 2012 to March 31, 2013. This Agreement shall be renewed each year thereafter for an additional one year term from April 1 to March 31 each year, unless the Agreement is terminated as provided herein. Prior to each renewal, there shall be a review of performance by the City Administrator. The review by the City Administrator shall be completed no later than January 1 of each term of this Agreement. To facilitate the review, SDDI shall submit a copy of its current budget by December 1, meet regularly with the City Administrator, and provide a report of all activity to the City Administrator. The City Administrator shall inform SDDI by January 1 of

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the results of the City Administrator review. All compensation for the Services is subject to annual appropriation by the City.

III. COMPENSATION AND METHOD OF PAYMENT

The City hereby agrees to compensate SDDI for the Services as outlined in Section I (A-E) in the amount of $ 30,000 (thirty thousand dollars) annually, paid in quarterly installments of $7,500 (seven thousand, five hundred dollars) at the beginning of each quarter. All compensation for the Services is subject to the provisions of Section II above. SDDI shall spend said sums in accordance with SDDI's budget, a copy of said budget being attached hereto as **Exhibit A** and incorporated herein by reference.

IV. AUDIT, INSPECTION OF RECORDS, AND ANNUAL REVIEW

SDDI shall permit an authorized representative of the City to inspect and audit all data and records of Sedalia Downtown Development Incorporated related to their performance under this Agreement.

V. SUBCONTRACTS

SDDI and the City hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior consent of the other party to the Agreement.

VI. REPRESENTATION ON BOARD

It is agreed that SDDI's Executive Board has been created to oversee the operation of SDDI, and the City will possess one voting position on the Executive Board consisting of the City Administrator or their designee.

VII. NON-DISCRIMINATION PROVISIONS

SDDI and its subcontractors will not discriminate against any employee or applicant for employment because of race, color, disability, age, religion, sex, or national origin. SDDI will take affirmative action to ensure that applicants are employed in good faith. SDDI and its subcontractors will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

VIII. COMPLIANCE WITH THE LAW

All parties shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

IX. INTEREST OF LOCAL PUBLIC OFFICE

No member of the City Council of the City, or any officer, employee, or agent of the City who exercises any functions or responsibilities in connection with review

or approval of the work to which this Agreement pertains, shall have any personal interest, direct or indirect, in the Agreement or the proceeds thereof except as permitted by the laws of the State of Missouri.

X. INDEPENDENT CONTRACTOR

SDDI is not authorized or empowered to make any commitments or incur any obligation on behalf of the City, but merely to provide the Services provided for herein as an independent contractor.

XI. INDEMNIFICATION

SDDI shall indemnify, release, defend, become responsible for and forever hold harmless the City, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, subject to the provisions set forth in the Missouri Sovereign Immunity Statute, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities, of any character and from any cause whatsoever brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from any act, error, omission, or intentional act of SDDI or its agents, employees, or subcontractors, arising out of or in any way connected with the operations expressly authorized herein; provided, however, that SDDI need not save harmless the City from claims, demands, losses and expenses arising out of the sole negligence of the City, its employees or agents. In addition, the City shall not be liable or responsible in any manner to any subcontractor with whom SDDI has contracted for additional services under the terms of the Agreement.

XII. CANCELLED, TERMINATION OR SUSPENSION

This Agreement may be terminated at any time by written, mutual agreement of all parties, provided all applicable laws and regulations are complied with. The City shall have the right at its option to terminate this Agreement and be free of all obligations hereunder in the event that SDDI is in default or violation of the terms, conditions, assurance, or certifications of this Agreement. Non appropriation of funds by the City Council shall not be considered a violation or default of this Agreement.

In the event of such default or violation by SDDI, the City shall send to SDDI by certified mail a Notice Demand to Cure Default, explaining the specific nature and extent of the default of violation. SDDI shall cure or remedy said violation or default within twenty (20) working days after receipt of said Notice, unless a longer time is agreed upon by both parties in writing. In case the default is not cured or remedied within twenty (20) working days or a longer period of time if agreed upon, the City may exercise its option to terminate this Agreement upon five (5) days written notice thereafter. SDDI shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by SDDI.

XIII. NOTICE

Any notice required by this contract is deemed to be given if it is mailed by United States certified mail, postage prepaid, and addressed as hereinafter specified.

Notice to the City shall be addressed to:

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

Notice to SDDI shall be addressed to:

President
Sedalia Downtown Development, Inc.
Post Office Box 820
Sedalia, Missouri 65302

XIV. AMENDMENTS

In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both the City and SDDI mutually agree, changes to this Agreement may be effected by placing them in written form and incorporating them into this Agreement as an amendment.

XV. SEVERABILITY

It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all the other provisions of this Agreement shall remain in full force and effect.

XVI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are of not further force or affect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CITY OF SEDALIA, MISSOURI A Missouri constitutional charter city	SEDALIA DOWNTOWN DEVELOPMENT, INC. A Missouri nonprofit corporation
_____ City Administrator	_____ President
ATTEST:	ATTEST:
_____ Arlene Silvey, MRCC City Clerk	_____ Secretary

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND SCOTT JOPLIN INTERNATIONAL RAGTIME FOUNDATION, INC.

WHEREAS, the City of Sedalia, Missouri, has received a proposal to enter into an agreement by and between the City of Sedalia, Missouri, and Scott Joplin International Ragtime Foundation, Inc., and

WHEREAS, under the proposal, the City of Sedalia, Missouri, shall pay the sum and amount of Seven Thousand Five Hundred Dollars ($7,500.00) and as consideration therefore, the City of Sedalia, Missouri, shall receive services relating to the production of the Scott Joplin Ragtime Festival and associated activities as more fully described in the proposed agreement attached to this ordinance and incorporated by reference as though the proposed agreement were set forth herein. Said festival annually aids the City's tourism efforts and fosters community development with the City.

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 Scott Joplin International Ragtime Foundation, Inc. on the agreement in substantively the same form and content as the agreement has been proposed.

Section 2. The City Administrator is hereby 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 take effect and be in full force and effect from and after its passage and approval.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 19th day of March 2012.

_____
Presiding Officer of the Council

Approved by the Mayor of said City this 19th day of March 2012.

_____
Mary Elaine Horn, Mayor

ATTEST:

_____
Arlene Silvey, MRCC
City Clerk

SCOTT JOPLIN RAGTIME FESTIVAL 2012

THIS AGREEMENT made and entered into this ___ day of _____ 2012 by and between Scott Joplin International Ragtime Foundation of Sedalia, Inc., a Missouri not-for-profit corporation at 321 South Ohio Avenue, Sedalia, Missouri, hereinafter called FOUNDATION, and The City of Sedalia, Missouri, Municipal Building, 200 South Osage Avenue, Sedalia, Missouri, 65301, hereinafter called CITY, and collectively referred to as THE PARTIES.

WITNESSETH:

WHEREAS, Foundation has produced and managed the annual Scott Joplin Ragtime Festival in Sedalia, Missouri, beginning on June 9, 2012 and ending on June 12, 2012 and will produce and manage the annual Scott Joplin Ragtime Festival in 2012 and has rendered and will render services hereinafter contemplated and the Foundation does hereby agree to accept such engagement and has and will discharge its duties in accordance with the terms and conditions hereinafter set forth:

AND WHEREAS, the Foundation is engaged as an independent contractor and is not an officer, agent, or employee of the City;

NOW THEREFORE, the parties intending to be legally bound do hereby agree as follows, to wit:

1. The Foundation has and will produce a four (4) day Festival as outlined above, featuring performers and historians celebrating Sedalia's important cultural heritage of Ragtime, including Scott Joplin. These events will be produced in such a way as to provide the finest in Ragtime performances and presentations and marketed so that this event will provide the Sedalia community, as well as tourists with interest to participate in these events in Sedalia.
2. Each Festival will provide four (4) days of free performances at locations throughout downtown Sedalia, symposia in the downtown area at a nominal fee, and performances by ticket throughout Sedalia.
3. The Foundation will provide the City with annual financial statements and budgets.
4. In return the City will provide the Foundation with one payment as follows: Seven Thousand Five Hundred Dollars ($7,500) upon completion of the 2012 Festival.
5. It is understood and agreed that either party may terminate this contract by giving to the other party notice in writing of said termination sixty (60) days in advance of said Festival dates.

IN WITNESS WHEREOF, the Parties have hereto set their hands and seals on the year and day first above written.

SCOTT JOPLIN INTERNATIONAL RAGTIME FOUNDATION OF SEDALIA, INC.	**CITY OF SEDALIA**
BY_____	BY_____
TITLE_____	TITLE_____
ATTEST:	ATTEST:
_____	_____
Secretary	Arlene Silvey, MRCC City Clerk

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BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND THE SEDALIA AREA CHAMBER OF COMMERCE.

WHEREAS, the City of Sedalia, Missouri, has received a proposal to enter into an agreement by and between the City of Sedalia, Missouri, and the Sedalia Area Chamber of Commerce; and

WHEREAS, under the proposal, the City of Sedalia, Missouri, shall pay the sum and amount of Six Thousand Dollars ($6,000.00) per month, as consideration for services associated with the Convention and Visitors Bureau as more fully described in the proposed agreement attached to this ordinance and incorporated by reference as though the proposed agreement were set forth herein.

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

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

Section 2. The City Administrator is hereby 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 agreements 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 19th day of March 2012.

_____
Presiding Officer of the Council

Approved by the Mayor of said City this 19th day of March 2012.

_____
Mary Elaine Horn, Mayor

ATTEST:

_____
Arlene Silvey, MRCC
City Clerk

CITY OF SEDALIA

Annual Contract for Services

with

Sedalia Area Chamber of Commerce

THIS CONTRACT, made and entered into this 1st day of April, 2012, by and between the City of Sedalia, Missouri, a Missouri municipal corporation, hereinafter referred to as the "City," and the Sedalia Area Chamber of Commerce, a Missouri benevolent corporation, hereinafter referred to as the "Contractor" for the operation of the Convention & Visitors Bureau, hereinafter referred to as the "CVB".

WITNESSETH:

WHEREAS, the Contractor is designated as the Destination Marketing entity for Sedalia, Pettis County and operates the CVB, which works to support visiting groups, promote the Sedalia area as a visitor destination and enhance the area's tourism potential; and

WHEREAS the Contractor has facilitated the development of a long range Tourism Development Plan; maintained a CVB Program Plan and a Sedalia Destination Marketing Campaign; supported the operation of the Tourism Commission; and maintained a network of tourism stakeholders; and promotes Sedalia as a regional market destination targeting Whiteman families; and

WHEREAS, the Contractor is engaged as an independent contractor and is not an officer, agent or employee of the City; and

WHEREAS, the Contractor is administered by a Board of Directors as provided for in the Contractor's By-Laws, and the City Administrator of the City serves as an ex-officio member of the Contractor's Board of Directors;

WHEREAS, the City wishes to retain the services of the Contractor to promote tourism and conventions in the City;

WHEREAS, as under the previous contract between the parties, the Chamber did partner with the City to facilitate repeal of the current flat rate bed tax for Pettis County, Missouri found at Section 67.1006, et seq. RSMO and to replace and implement a new transient guest tax system for Pettis County, Missouri that serves to adequately fund promotion and marketing efforts;

WHEREAS, the voters of Pettis County, Missouri will vote on a new transient guest tax system on April 3. 2012;

WHEREAS, this contract does contain contingencies that encompass if the vote on said transient guest tax system passes or fails; and

WHEREAS, any previous Contract, agreement or directive, whether in writing or communicated verbally, executed between the City and the Contractor for tourism services is hereby rescinded, repealed and terminated.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

.

1. TERM

The parties agree that the term of this contract shall be from April 1, 2012 to September 30, 2012 with no extensions if the transient guest tax system vote in Pettis County, Missouri on April 3, 2012 passes.

The parties also agree that if the transient guest tax system vote in Pettis County, Missouri on April 3, 2012 fails, then the term of this contract shall be from April 1, 2012 to March 31, 2013 with no extensions.

2. SCOPE OF SERVICES

The City of Sedalia shall pay Six thousand dollars ($6,000.00) per month payable by the 10th of each month for the term of this Contract, by means of this Contract to the Contractor in order that the Contractor may:

A. Engage in such other activities that appropriately support the promotion of the City to tourists, convention planners and other visitors to the community.

B. Promote Sedalia as a Regional Market Destination, with a focus on Whiteman Air Force Base See attached Exhibit A for the reports that the Contractor will submit to the City to gauge the performance of the CVB.

C. The Contractor shall submit to the City each year an annual operating budget for the corporation for the next fiscal year and report of the previous year's activities, expenditures and results.

D. The Contractor shall, at the end of each fiscal year, arrange for an audit of its financial statements in accordance with generally accepted auditing standards and shall furnish the City with a copy of the audit as soon as practicable

3. CONTRACT ADMINISTRATION

The City designates the City Administrator as its representative to whom all communications relating to this contract shall be directed.

The Contractor designates the Chamber of Commerce's President, or his designee as its representative for all work performed under this contract.

The aforementioned representatives of both the City and the Contractor shall have primary responsibility and authority on behalf of each respective party to administer this Contract and to agree upon procedures for coordinating the efforts of both parties under this Contract.

4. TERMINATION

It is understood and agreed that either party may terminate this contract by giving the other party sixty (60) days advance written notice.

This contract shall terminate in the event that the Contractor or the CVB cease operations.

Should this contract be terminated, payment amounts made under the terms of this contract shall be prorated to the termination date. The City shall make appropriate payment to the Contractor or the Contractor shall make appropriate reimbursement to the City within ten (10) business days of the termination date.

5. INSURANCE

During the performance of all work under this Contract or any subcontractors hereunder, the Contractor and its subcontractors shall maintain the following coverage. Proof of this coverage will be provided annually to the City of Sedalia, or more often if the insurance coverage is of a lesser term than one year. This Proof of Coverage or Certificate of Insurance shall name the City of Sedalia as an additional Insured, except in the case of Worker's Compensation Coverage.

A. Worker's Compensation.

B. Contractor shall maintain hired and non-owned automobile liability insurance at all times.

C. If at any time Contractor acquires a vehicle for tourism-related services Contractor will carry Commercial Automobile Liability Insurance with minimum liability limits of $1,000,000 for bodily injury and property damage combined.

All coverage evidence required in this Contract must have a thirty (30) day notice of cancellation on the Certificate of Insurance. All Certificates of Insurance shall be sent to the City of Sedalia Clerk's Office two (2) weeks in advance of the lapse of the prior Certificate of Insurance.

6. DISCRIMINATION

The Contractor agrees, in the performance of this Contract, not to discriminate on the grounds of race, creed, national origin or ancestry, sex, religion, age, handicap or political opinion or affiliation against any employee of the Contractor or applicant for

employment, and shall include a similar provision in all subcontracts let or awarded hereunder.

7. INDEPENDENT CONTRACTOR

It is understood by all parties that the Contractor is an independent contractor with respect to all services performed hereunder, and nothing contained herein shall constitute or designate the Contractor or any of its agents or employees as agents or employees of the City of Sedalia, Missouri.

The Contractor and its agents, employees and subcontractors shall not be entitled to any of the benefits established for the employees of the City nor shall they be covered by the Worker's Compensation Program for the City.

It is understood and agreed by all parties that the City shall in no event incur indebtedness or act as guarantor or endorser of the credit of the Contractor or CVB, nor shall any City revenue be pledged or encumbered for the benefit of the Contractor or CVB except as defined under this contract as consideration for services rendered under this contract.

8. INDEMNIFICATION AND LIABILITY

The parties agree to the following:

A. In no event shall the City be liable to the Contractor for special, indirect or consequential damages, whether or not caused by or resulting from the City's negligence, arising out of or in any way connected with a breach of this Contract.

B. The Contractor shall defend, indemnify and hold the City harmless from and against any and all claims, losses and causes of action arising out of any claims or causes of action, including but not limited to personal injuries, death or damage to property which are incurred by the Contractor, or any third party arising out of or in any way connected with the services performed by the Contractor pursuant to this Contract.

C. The Contractor assumes full responsibility for relations with subcontractors, and shall defend, indemnify and save harmless the City from and against any and all liability, suits, claims, damages, costs including attorney's fees, losses, outlays and expenses in any manner caused by, arising out of or connected with this Contract, notwithstanding any possible negligence (whether sole, concurrent or otherwise) on the part of the City, its agents or employees.

9. APPLICABLE LAWS

The Contractor agrees to comply with all the laws of the United States of America, the State of Missouri and the City of Sedalia, which are applicable to work being performed by the Contractor under this Contract.

10. JURISDICTION

The parties mutually agree that jurisdiction and venue for the purposes of any action resulting from this Contract by the parties shall be in Pettis County, Missouri.

11. NOTICES

All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to the City of Sedalia, 200 S. Osage Avenue, Sedalia, Missouri 65301, and the Contractor at 600 E. 3rd Street, Sedalia, Missouri 65301. The date of delivery of any notice shall be considered to be the date falling on the second full business day after the day of its mailing.

12. CONTINGENCIES

This Contract is contingent upon the Contractor maintaining its status as a benevolent corporation in the State of Missouri.

APPROVED BY THE CITY OF SEDALIA, MISSOURI, ON THE _____ DAY OF MARCH, 2012.

ATTEST:

_____	_____
Arlene Silvey, MRCC City Clerk	Gary Edwards City Administrator

APPROVED BY THE CONTRACTOR ON THE _____ DAY OF MARCH, 2012.

ATTEST:

_____	_____
Connie Smith Director Sedalia Area Chamber of Commerce	Dave Phillips President Sedalia Area Chamber of Commerce

CITY OF SEDALIA

Annual Contract for Services

with

Sedalia Chamber of Commerce

~ Exhibit A ~

Frequent, thorough reporting on activities and outcomes will assist the Sedalia City Council to better understand and support the efforts of the Convention & Visitors Bureau (CVB). The reporting areas identified below will assist Council in gauging the performance of the CVB.

The following reporting areas were developed in light of the CVB Mission Statement :

> *"Increase the number of visitors to the area, thus making a strong contribution to the economic and cultural environment."*

1. MARKETING EFFORTS PAST QUARTER
   a. Events promoting or affecting tourism
   b. Conferences/trade shows
   c. Community Events
   d. Whiteman AFB

2. REPORTING OF BENCHMARKS
   a. Motel key indicators
      1. Average Daily Rates (current and last year)
      2. Occupancy Rates (current and last year)
      3. Financial Impact (current and last year)
      4. Motel Tax Revenue (current and past 5 years)
   b. Visitor Requests
      1. Website
      2. From 800#
      3. Welcome center

3. CVB OPERATING BUDGET
   a. Revenue and expense by category
   b. Year-to-date vs. budget
   c. Funding sources and status

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND WHITEMAN AREA LEADERSHIP COUNCIL (WALC).

WHEREAS, the City of Sedalia, Missouri, has received a request to enter into an agreement by and between the City of Sedalia, Missouri, and Whiteman Area Leadership Council (WALC); and

WHEREAS, under the proposal, the City of Sedalia, Missouri, shall pay the sum and amount of Two Thousand Dollars ($2,000.00) and as consideration therefore, the City of Sedalia, Missouri, shall receive services, benefiting the public as more fully described in the proposed agreement attached to this ordinance and incorporated by reference as though the proposed agreement were set forth herein.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts the agreement by and between the City of Sedalia, Missouri and Whiteman Area Leadership Council (WALC) as the agreement has been proposed.

Section 2. The City Administrator is hereby 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 take effect and be in full force and effect from and after its passage and approval.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 19th day of March 2012.

_____
Presiding Officer of the Council

Approved by the Mayor of said City this 19th day of March 2012.

_____
Mary Elaine Horn, Mayor

ATTEST:

_____
Arlene Silvey, MRCC
City Clerk

WHITEMAN AREA LEADERSHIP COUNCIL AGREEMENT 2012

THIS AGREEMENT made and entered into this _____ day of _____, 2012 by and between the Whiteman Area Leadership Council, 300 North Holden Street, Suite 301, Warrensburg, Missouri, 64093, hereinafter called WALC, and The City of Sedalia, Missouri, Municipal Building, 200 South Osage Avenue+, Sedalia, Missouri hereinafter call THE CITY, and collectively referred to as THE PARTIES.

WITNESSETH:

WHEREAS, Whiteman Air Force Base is a strategic component of the United States defense system and home to the B-2 Stealth Bomber. In addition to being vital to the national defense, Whiteman Air Force Base plays a key role in the economic health of the region's economy. With more than 8,300 employees, Whiteman is one of the largest employers in the State of Missouri delivering an annual economic impact of more than $620,000,000; and

WHEREAS, WALC keeps its focus on aiding the retention and expansion of the missions and physical plant of Whiteman Air Force Base. The work of the Whiteman Area Leadership Council is funded through the financial support generously given by the individuals and organizations; and

WHEREAS, WALC is engaged as an independent contractor and is not an officer, agent, or employee of the City. WALC has rendered and will render services hereinafter contemplated and do hereby agree to accept such engagement and has and will discharge its duties in accordance with the terms and conditions hereinafter set forth:

NOW THEREFORE, the parties do hereby agree as follows, to wit:

1. WALC will provide resources to efforts that further enhance and expand the mission of Whiteman Air Force Base, thereby generating economic benefit to The City of Sedalia and Pettis County.
2. In return, the City will provide WALC with two thousand dollars ($2,000.00); payment due by April 15, 2012. This contract will be in effect April 1, 2012 through March 31, 2013.
3. It is understood and agreed that either party may terminate this contract by giving to the other party notice in writing of said termination sixty (60) days prior to termination date.

IN WITNESS WHEREOF, the Parties have hereto set their hands and seals on the year and day first above written.

WHITEMAN AREA LEADERSHIP COUNCIL	**CITY OF SEDALIA**
BY_____	BY_____
TITLE_____	TITLE_____
ATTEST:	ATTEST:
_____	_____
Secretary	Arlene Silvey, MRCC City Clerk

WHITEMAN AREA LEADERSHIP COUNCIL
AGREEMENT
2012

THIS AGREEMENT made and entered into this ____ day of _____, 2012 by and between the Whiteman Area Leadership Council, 300 North Holden Street, Suite 301, Warrensburg, Missouri, 64093, hereinafter called WALC, and The **City of Sedalia, Missouri**, Municipal Building, 200 South Osage, Sedalia, Missouri hereinafter call THE CITY, and collectively referred to as THE PARTIES.

WITNESSETH:

WHEREAS, Whiteman Air Force Base is a strategic component of the United States defense system. Whiteman's host unit, the 509th Bomb Wing, belongs to Air Force Global Strike Command and is home to the B-2 Spirit Stealth Bomber. Whiteman Air Force Base also houses multiple tenant units including the Missouri Air National Guard's 131st Bomb Wing, the Air Force Reserve Command's 442nd Fighter Wing, the Missouri Army National Guard's 1-135th Attack Reconnaissance Battalion and U.S. Navy Reserve's Maritime Expeditionary Security Division - Detachment Delta; and

WHEREAS, In addition to being vital to the national defense, Whiteman Air Force Base plays a key role in the economic health of the region's economy. With more than 8,300 employees, Whiteman is one of the largest employers in the State of Missouri delivering an annual economic impact of more than $620,000,000; and

WHEREAS, WALC is dedicated to the retention and expansion of the missions of Whiteman Air Force Base. The work of the Whiteman Area Leadership Council is funded through the financial support generously given by the individuals and organizations; and

WHEREAS, WALC is engaged as an independent contractor and is not an officer, agent, or employee of the City. WALC has rendered and will render a service hereinafter contemplated and does hereby agree to accept such engagement and has and will discharge its duties in accordance with the terms and conditions hereinafter set forth:

NOW THEREFORE, the parties do hereby agree as follows, to wit:

1. WALC will provide resources to efforts that further enhance and expand the mission of Whiteman Air Force Base, thereby generating economic benefit to The City of Sedalia and Pettis County.
2. In return, the City will provide WALC with two thousand dollars ($2,000); payment due by April 15, 2012. This contract will be in effect April 1, 2012 through March 31, 2013.
3. It is understood and agreed that either party may terminate this contract by giving to the other party notice in writing of said termination sixty (60) days prior to termination date.

IN WITNESS WHEREOF, the Parties have hereto set their hands and seals on the year and day first above written.

WHITEMAN AREA LEADERSHIP COUNCIL

BY_____
Jeff Florida, Vice President

CITY OF SEDALIA

BY_____
Elaine Horn, Mayor

Pre-Council Agenda

Council Agenda

WHITEMAN AREA LEADERSHIP COUNCIL
AGREEMENT
2012

THIS AGREEMENT made and entered into this ____ day of _____, 2012 by and between the Whiteman Area Leadership Council, 300 North Holden Street, Suite 301, Warrensburg, Missouri, 64093, hereinafter called WALC, and The **City of Sedalia, Missouri**, Municipal Building, 200 South Osage, Sedalia, Missouri hereinafter call THE CITY, and collectively referred to as THE PARTIES.

WITNESSETH:

WHEREAS, Whiteman Air Force Base is a strategic component of the United States defense system. Whiteman's host unit, the 509th Bomb Wing, belongs to Air Force Global Strike Command and is home to the B-2 Spirit Stealth Bomber. Whiteman Air Force Base also houses multiple tenant units including the Missouri Air National Guard's 131st Bomb Wing, the Air Force Reserve Command's 442nd Fighter Wing, the Missouri Army National Guard's 1-135th Attack Reconnaissance Battalion and U.S. Navy Reserve's Maritime Expeditionary Security Division - Detachment Delta; and

WHEREAS, In addition to being vital to the national defense, Whiteman Air Force Base plays a key role in the economic health of the region's economy. With more than 8,300 employees, Whiteman is one of the largest employers in the State of Missouri delivering an annual economic impact of more than $620,000,000; and

WHEREAS, WALC is dedicated to the retention and expansion of the missions of Whiteman Air Force Base. The work of the Whiteman Area Leadership Council is funded through the financial support generously given by the individuals and organizations; and

WHEREAS, WALC is engaged as an independent contractor and is not an officer, agent, or employee of the City. WALC has rendered and will render a service hereinafter contemplated and does hereby agree to accept such engagement and has and will discharge its duties in accordance with the terms and conditions hereinafter set forth:

NOW THEREFORE, the parties do hereby agree as follows, to wit:

1. WALC will provide resources to efforts that further enhance and expand the mission of Whiteman Air Force Base, thereby generating economic benefit to The City of Sedalia and Pettis County.
2. In return, the City will provide WALC with two thousand dollars ($2,000); payment due by April 15, 2012. This contract will be in effect April 1, 2012 through March 31, 2013.
3. It is understood and agreed that either party may terminate this contract by giving to the other party notice in writing of said termination sixty (60) days prior to termination date.

IN WITNESS WHEREOF, the Parties have hereto set their hands and seals on the year and day first above written.

WHITEMAN AREA LEADERSHIP COUNCIL

BY_____
Jeff Florida, Vice President

CITY OF SEDALIA

BY_____
Elaine Horn, Mayor

Pre-Council Agenda

Council Agenda

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A COMMUNITY CENTER AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND THE BOYS' AND GIRLS' CLUB OF WEST CENTRAL MISSOURI.

WHEREAS, the City of Sedalia, Missouri has received a proposal to enter into an agreement by and between the City of Sedalia, Missouri and the Boys' and Girls' Club of West Central, Missouri; and

WHEREAS, under the proposal, the City of Sedalia, Missouri shall receive payment for utilities and janitorial services and as consideration therefore, the City of Sedalia, Missouri shall provide certain facilities as more fully described in the proposed agreement attached to this ordinance as Exhibit A and incorporated by reference as though the proposed agreement was set forth herein.

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

Section 1. The Council of the city of Sedalia, Missouri hereby approves and accepts the agreement by and between the City of Sedalia, Missouri and the Boys' and Girls' Club of West Central Missouri 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 document after it has been executed by the parties or their duly authorized representatives.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 19th day of March 2012.

_____
Presiding Officer of the Council

CLUB AGREEMENT

This agreement, made and entered into on this first day of April, 2012, by and between the City of Sedalia, Missouri, d/b/a Sedalia Community Center, a Missouri municipal corporation, hereinafter designated as "Center", and Boys' & Girls' Club of West Central Missouri, a club, organization or group qualified to participate under the rules and regulations of the Department of Housing and Urban Development in the use of said Center, hereinafter designated as "Club", witnesseth:

In consideration of the mutual promises hereinafter set forth, it is agreed by and between the parties hereto, as follows:

1. Term. The Club is hereby authorized by the Center to the use and occupancy of the facilities of the Center located at 314 South Washington Avenue, Sedalia, Missouri, for a term beginning on April 1, 2012 and ending on March 31, 2013, under the terms and provisions hereinafter set forth.

2. Premises, Operation Hours and Prohibited Activities Defined. It is understood by both parties that the Club is one of several agencies, organizations and groups using the facilities of the Center and the area used by the Club as well as the hours and frequency of such use shall be mutually determined by the City Administrator or his designee and the Executive Director of the Club (hereinafter designated as "Director"). The areas the Club shall use and occupy shall consist of Auditorium and Lobby, TV Lounge, Equipment Issue Room, Craft Shop, Office, and the two (2) Storage Rooms on the 2nd Floor. In addition, the Club may use the Gymnasium located within the Center when such use is scheduled with the Sedalia Community Center's office prior to use. Roller skating, skate boarding, bicycles, football, baseball and soccer and activities are not allowed in the Center's gymnasium, and shall be adhered to by the Club. The Club operation dates and times shall be determined by the Club and a copy of said dates and hours of operation shall be provided to the Center. To ensure security and schedule maintenance of building, the Club shall inform the Sedalia Community Center office in advance when leaving early or closing for day/days. In the event that the Club desires to either rent or allow another organization to use the Club's facilities, then after the Club's approval of such arrangement, the Club shall next seek the approval of the City Administrator or his designee, stating the identity of the organization, and a contact name and number for the organization. In the event the Club would receive any monies from the rent or use of such facilities, then such monies shall be divided equally between the Club and the Center.

3. Rental, Utilities and Custodial Services Fee. The Club shall not be required to pay to the Center any rental for the use and occupancy of the premises, but the Club agrees to pay its proportionate share for the utilities and custodial services upon the premises, payable monthly in advance on or before the first day of each month, and the prorated share of the Club shall be determined by the City Administrator or his designee. The Club agrees to pay a monthly fee, due the first day of each month, of five hundred dollars ($500.00) for utilities, maintenance and custodial services for the designated facilities and occupancy period of April 1, 2012 to March 31, 2013. A late fee of $25 per day shall be charged past the fifth day of the month.

4. Center's Property Inventory. The Club agrees to make a joint inventory with the City Administrator or his designee of all personal property and equipment owned by the Center which the Club shall make use of, the first such inventory to be at the time the Club originally undertakes to make use of the facilities at the Center, and subsequent inventory upon termination of such use by the Club or at such times as may be determined by the City of Sedalia. The Club shall be liable for any damage or loss to any such personal property or equipment, except by ordinary wear and tear, or loss. Observed property damage resulting from vandalism, accidents or other means must be reported without delay to the Office of the City Administrator or his designee. Said inventory shall be updated on or about June 30 of each year.

5. Club's Property and Equipment. The Club may make use of its own personal property and equipment upon the premises of the Center provided there is sufficient storage space upon the premises for the keeping of any such personal property and equipment and upon inventory of any such items in writing with the office of the City Administrator or his designee. It is agreed that the Center shall not be responsible for any damage or loss to any such property and equipment of the Club. The Executive Director of the Club shall sign a property receipt for all borrowed Community Center property for accountability and control purposes.

6. Keys Assignment. The Club shall be responsible for issued keys numbered 9, 10, 36, 37, 41, 52, 61, 62, 63, 64, 65 and 66 to the leased premises. In the event, any of the keys are lost or stolen and the locks to the leased premises are changed, the Club shall provide the City Administrator or his designee with a new set of keys and details surrounding the loss of the keys. A stringent key control system must be maintained for reasons of accountability and security of the leased premises. The keys cannot be duplicated until the authorization is received from the City Administrator or his designee.

7. Insurance and Indemnification. The Club agrees to use all practical safety precautions in its activities on the premises in order to prevent injuries to persons engaged in such activities, and the Club does hereby agree to indemnify and hold harmless the Center from any claims from injuries arising out of the use and activities of the Club on the premises of the Center. The Club also agrees to maintain and furnish satisfactory proof of insurance policies covering its activities in and around the Center, having personal injury liability limits of at least one hundred thousand dollars ($100,000.00) for any one person in a single accident or occurrence and at least eight hundred thousand dollars ($800,000.00) for all claims arising out of a single accident or occurrence or any higher amounts of liability exposure set out in Revised Statutes of Missouri, Section 537.610, and two hundred fifty thousand dollars ($250,000.00) for all property damage claims arising out of a single accident or occurrence, and naming the Center and the City of Sedalia, Missouri, as named insureds.

8. Sanitation. In the event the Club, after obtaining permission from MVCAA-Head Start, uses the kitchen and related facilities upon the premises, the Club agrees to use good sanitation, fire prevention, utilities conservation and health practices in the use of these facilities. The presence of cockroaches and other unwelcome insects must be reported immediately to the City Administrator or his designee. In absence of a Custodian, during weekend periods, the Club using any part of the Sedalia Community Center shall be responsible for cleaning that portion of the facility used by the Club and shall turn off all lights prior to leaving the Sedalia Community Center Building and shall secure said Building upon leaving the premises.

9. Club's Alterations to Leased Premises. Provided there is no continuing event of default, the Club may make major additions or improvements to, or alterations of the leased premises with the prior written consent of the Center and such consent shall not be unreasonably withheld. All such additions, improvements or alterations must not substantially lessen the fair market value of the leased premises and shall be completed expeditiously and in good and workmanlike manner. All such additions, improvements or alterations shall become part of the leased premises and subject to this lease and may not be removed by lessee at the termination or expiration of this lease.

10. Fixtures. The Club agrees that all fixtures and equipment or other personal property affixed on the property by the Club shall become the property of the Center no matter how affixed to the property and shall not be removed by the Club at any time during the lease term or at the termination of the lease.

The Center shall be responsible for any damage or loss to any of the Club's personal property and equipment.

11. Supervision by Club Personnel. In connection with all of the activities of the Club upon the premises, the Club agrees to provide its own personnel with sufficient training and experience to supervise all such activities of the Club, including adequate supervision of children at all times while on Community Center premises.

12. Center's Property Removal. The Club agrees not to remove from the premises of the Community Center and Head Start Center any property, furniture or equipment of the Community Center without the written permission of the City Administrator or his designee.

13. Restoration to Leased Premises. The Club agrees to restore any area of the Center, which it has made use of, to its original condition following such use with regard to location of furniture and equipment and cleanliness and orderliness of any such area, except for ordinary wear and tear.

14. Utility Conservation and Security. The Club agrees that it will conserve the use of utilities upon the premises (turn off lights in unoccupied area, lower thermostats as prescribed, etc.) and keep the premises clean and free from nuisance at all times, and the Club shall be responsible to lock and secure the building and check all restrooms if the Club is the last organization making use of the premises.

15. Heavy Equipment Notification. The Club agrees, for safety and stability of the building, to notify the Center before adding or moving to a different area heavy equipment, games, vending machines, etc. so City building officials can determine weight limitations.

16. Telephone Service. It is understood and agreed that there shall be no personal or long distance telephone calls made upon any of the telephones located in the building and premises except for telephones located in the Office of the Boys' & Girls' Club Auditorium, second floor of Main Building, which are the Club's responsibility..

17. Alcohol and Narcotic Use Prohibited. It is understood and agreed that there shall be no alcoholic beverages or narcotics located or consumed upon the premises of the Center. Gambling, dangerous weapons, concealed or exposed, or explosives of any kind upon the Center premises are prohibited.

18. Tobacco Free Building. Effective April 1, 2010, the Sedalia Community Center became a tobacco-free building. All Tenant Agency personnel and patronage are to conduct themselves accordingly. It shall be the responsibility of the Club that all personnel assigned for work to the Club and the membership

of the Club observe such regulations regarding conduct of personnel, safety, security, utilities utilization conservation, control and proper maintenance of issued property and equipment. Person in charge or supervisors of the Club shall promptly report all violations of the same as well as any fire or safety regulation violations to the City Administrator or his designee.

19. Personal Conduct. Persons in charge and supervisors of the Club will ensure that their employees, clients, applicants, guests, participants, children or visitors, while on the premises of the Sedalia Community Center will conduct themselves in an orderly and respectful manner. Loitering on the premises, profane and abusive language, shouting in hallways, stairways, gymnasium, parking areas and other indoor and outdoor areas, will not be tolerated. Only authorized personnel are permitted to enter areas assigned to other Tenant Agencies. In the Event the Club does not comply, it may constitute grounds for contract termination or denial of admission to the premises of the Sedalia Community Center.

20. Discrimination Prohibited. The Club agrees that it will not discriminate or permit discrimination on the grounds of race, religion, handicapped, gender, color or national origin against any person or group of persons, and that the Club will use its best efforts to promote the use of the facilities of the Center by all persons desiring to participate in any function or activity upon the premises of the Center.

21. Termination. This agreement may be terminated by the Club upon giving thirty (30) days, notice in writing to the City Administrator or his designee, or by the City Administrator or his designee, for any violation of the terms of this agreement or any other reasonable rule and regulation of the City of Sedalia upon giving thirty (30) days, notice in writing to the Tenant Club. If Club desires to terminate this agreement prior to the expiration of said agreement, Club agrees to pay a maximum three-month maintenance fee to accommodate Center until a replacement tenant agency may be found.

22. The Club agrees that for the protection of the Sedalia Community Center and its contents, it will comply with security regulations of the Community Center and the City of Sedalia.

IN WITNESS WHEREOF, this agreement has been executed on the date first above written.

CITY OF SEDALIA

BY:_____
GARY EDWARDS,
City Administrator

ATTEST:

BY:_____
ARLENE SILVEY
MRCC City Clerk

BOYS & GIRLS CLUB OF WEST CENTRAL MISSOURI

BY:_____
BRETT BARTH-FAGAN, Director

BY:_____
Dr. Michael Perusich, President
Club Board of Directors

ATTEST:

BY: _____
Sharon Lowman, Secretary

Office of the Mayor

TO: Members of City Council

FROM: Mayor Elaine Horn EH

DATE: March 9, 2012

RE: Extension of Appointment for Bothwell Regional Health Center Board

I would like to make the following recommendation:

APPOINTMENT

MEMBER	TERM
Dr. William Woolery 624 W. 7th Sedalia, MO 65301	1 year term extension Expiring 06/2013

In accordance with Bothwell Regional Health Center Board of Directors By-Laws, three terms should be eligible for appointment when presented for nomination to the Council. This extension of Dr. Woolery's term for one year will then make all succeeding terms expiring in groups of three.

Pre-Council Agenda

Council Agenda

City of Sedalia
Department Bills 3-19-2012

Vendor Name	Invoice Number	Amount
Airgas Mid America	111588417	$212.62
Al'S Portable Welding	2052	$70.00
Al'S Portable Welding	2063	$100.00
Andrew Burt	0312	$693.00
Apac-Missouri Inc	9000146156	$134.60
Apac-Missouri Inc	9000146228	$158.32
Apac-Missouri Inc	9000146326	$9.00
Apac-Missouri Inc	9000146635	$124.88
Apac-Missouri Inc	9000146681	$195.67
Apac-Missouri Inc	9000146907	$68.51
Applied Concepts Inc.	216750	$213.00
AquaNano-H2O	2076	$255.29
Arlene Silvey	0312	$80.95
AT & T	0312	$4,943.46
Auto Glass Express	70893	$120.00
B & B Portable Toilets	2-24	$87.00
BADD Investements, LLC	123120	$500.00
BDF Enterprises LTD	37142	$62.00
Boone Quarries	28228	$162.59
Buso's AA Muffler Shop	5296	$405.00
Buso's AA Muffler Shop	5332	$54.95
C.A.S.A	0312	$13,761.39
CDW Government Inc.	G466296	$172.36
Central Communications Inc	138203	$2,400.00
Central Communications Inc	289305	$19.96
Central Communications Inc	378203	$1,980.00
Certified Repair Service Llc	14462	$145.40
Champion Brands LLC	420339	$779.05
City Safe & Lock Service	061848	$7.00
City Safe & Lock Service	062059	$8.75
Clark's Tool & Equipment	133544	$17.02
Clark's Tool & Equipment	133740	$21.89
Composting & Organics Assoc. Of Missouri	34	$500.00
Consolidated Electrical Distributors Inc.	8075-483204	$71.10
Consolidated Electrical Distributors Inc.	8075-483266	$110.67
Crescent Parts & Equipment	3468330-00	$57.48
Crow-Burlingame Co	0072002415	$167.00
Crow-Burlingame Co	00720024140	$4.24
Crow-Burlingame Co	00720024146	$11.14
Crow-Burlingame Co	00720024166	$83.30
Crow-Burlingame Co	00720024204	$38.85
Crow-Burlingame Co	00720024306	$106.20

City of Sedalia
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Vendor Name	Invoice Number	Amount
Crow-Burlingame Co	00720024349	$4.39
Crow-Burlingame Co	00720024377	($233.72)
Crow-Burlingame Co	00720024419	$4.06
Crow-Burlingame Co	00720024432	$33.85
Crow-Burlingame Co	00720024433	$8.46
Crow-Burlingame Co	00720024448	$8.78
Crow-Burlingame Co	00720024455	$55.00
Crow-Burlingame Co	00720024459	($10.00)
Crow-Burlingame Co	00720024493	$4.06
Crow-Burlingame Co	00720024537	$209.00
Crow-Burlingame Co	00720024543	$19.93
Crow-Burlingame Co	00720024545	$23.18
Crow-Burlingame Co	00720024673	$9.11
Crow-Burlingame Co	00720024690	$44.06
Crow-Burlingame Co	00720024697	$4.06
Crow-Burlingame Co	00720024745	$108.77
Crow-Burlingame Co	00720024798	$15.00
Crow-Burlingame Co	00720024865	$11.53
Crow-Burlingame Co	00720024868	$5.00
Crow-Burlingame Co	00720024941	$4.06
Crow-Burlingame Co	00720024993	$10.00
Crow-Burlingame Co	00720024994	$9.00
Crow-Burlingame Co	00720025024	$4.06
Crow-Burlingame Co	00720025038	$26.00
Crow-Burlingame Co	00720025068	$36.00
Crow-Burlingame Co	00720025169	$4.55
Crow-Burlingame Co	00720025196	$4.39
Crow-Burlingame Co	00720025197	$36.00
Crow-Burlingame Co	00720025257	$4.99
Crow-Burlingame Co	00720025334	$4.06
Crow-Burlingame Co	00720025374	$10.00
Crow-Burlingame Co	00720025470	$10.49
Crow-Burlingame Co	00720025503	$11.16
Crow-Burlingame Co	00720025521	$4.99
D & M Enterprises	1112002A	$821.23
D C Battery Inc	064329	$92.00
Deeter Foundry Inc	173180	$1,416.00
Deeter Foundry Inc	173321	($590.00)
Dell Marketing LP	XFNT43F75	$293.73
Dugan's Paint And Floorcovering	S0189683	$132.60
Dummies Unlimited, Inc	12146	$916.20
Ed M Feld Equip Co Inc.	0221092-IN	$41.33

City of Sedalia
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Vendor Name	Invoice Number	Amount
EJ Equipment Inc	0049356	$190.00
Elaine Horn	0312	$148.00
Empire District	0312-13	$851.65
Empire District	0312-17A	$299.72
Empire District	0312-19	$355.53
Empire District	0312-61	$1,338.79
Empire District	0312-61A	$676.75
Empire District	0312-61B	$25.00
Empire District	0312-61L	$25.86
Empire District	0312-61N	$77.37
Employee Screening Service Llc	145870	$656.00
Engineering Surveys & Services	ESS045195	$48.00
Engineering Surveys & Services	ESS045196	$103.00
Engineering Surveys & Services	ESS045284	$1,556.50
Federal Signal Corp	97027317	$202.81
Federal Signal Corp	97027585	$59.21
Fedex	7-816-19891	$24.86
Fire Master Fire Equipment Inc	89441	$1,190.00
Fischer Concrete Service Inc	49212	$3,721.46
Fort Bend Services Inc	0172740	$3,532.50
Furniture Factory Outlet	1364490	$28.00
GE Money Bank	000734	$18.90
GE Money Bank	001175	$17.88
Gier Oil Co Inc	39660	$24,396.50
Goosen Electric Inc	3016	$550.00
House Of Vacuums	47670	$77.70
House Of Vacuums	47729	$94.70
Ikon Office Solutions	1030015790	$137.89
Ikon Office Solutions	1033403323	$93.54
Ikon Office Solutions	5022303031	$51.96
J & R Engineering	22124	$595.00
J & R Engineering	22125	$337.25
JCI Industries Inc	8043248	$1,022.04
Jim's Tire Service Inc	1-55973	$312.77
KCP&L	0312-11	$22.12
KCP&L	0312-11B	$573.36
KCP&L	0312-11C	$128.43
KCP&L	0312-11D	$28.91
KCP&L	0312-11E	$20.86
KCP&L	0312-11F	$17.19
KCP&L	0312-14J	$41.29
KCP&L	0312-61D	$61.02

City of Sedalia
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Vendor Name	Invoice Number	Amount
KCP&L	0312-61F	$226.93
KCP&L	0312-61G	$153.33
KCP&L	0312-61P	$69.59
LA Police Gear Inc	1589652	$422.79
Lea's Truck Service Llc	3939p	$72.89
MACA	0312	$25.00
MACA	0312A	$25.00
MAMA	SMA-Gen2012	$70.00
Mark's Mobile Glass Inc	034964	$3,000.00
Mastercard Bankcard Center	0312	$117.80
Mastercard Bankcard Center	0312-A	$160.53
Mastercard Bankcard Center	0312-B	$400.22
Mastercard Bankcard Center	0312-C	$151.59
Mastercard Bankcard Center	0312-D	$16.28
Mastercard Bankcard Center	0312-E	$14.95
Mastercard Bankcard Center	0312-F	$476.03
Mastercard Bankcard Center	0312-G	$749.05
Mastercard Bankcard Center	0312-H	$298.00
Mastercard Bankcard Center	0312-I	$608.41
Mastercard Bankcard Center	0312-J	$31.73
Mastercard Bankcard Center	0312-K	$476.79
Mastercard Bankcard Center	0312-L	$454.24
Mastercard Bankcard Center	0312-M	$35.35
Matthew Karbinas	0312	$70.00
Medallion Electric Inc	101153	$407.85
Menards - Sedalia	34781	$94.92
MFA Agri Services-Sedalia	61810	$462.00
MFA Agri Services-Sedalia	61925	$84.00
MFA Agri Services-Sedalia	62826	$92.00
Micronex Inc.	3869	$85.85
Micronex Inc.	3870	$501.74
Mid America Power Systems & Service	096281	$260.00
Midwest Computech-Sedalia	47917	$969.66
Midwest Computech-Sedalia	47918	$965.29
Midwest Laboratories Inc	639379	$283.10
Missouri Department Of Revenue	0312	$1,069.06
Missouri One Call System Inc.	2020382	$241.80
Moore's Flower Shop & Greenhouse	122921	$30.00
MoSAC	SMA-GEN	$50.00
New World Systems Corporation	018164	$1,220.81
New World Systems Corporation	018397	$1,220.81
Olsson Associates	169114	$4,540.69

City of Sedalia
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Vendor Name	Invoice Number	Amount
O'Reilly Automotive Inc.	475939	$19.98
O'Reilly Automotive Inc.	0114-479149	$231.00
O'Reilly Automotive Inc.	0247-140336	$61.95
Otten Small Engine Service	80055	$13.00
Otten Small Engine Service	80251	$199.99
Otten Small Engine Service	80336	$9.24
Peckham & Wright Architects Inc.	201124	$8,360.00
Pettis County Recorder of Deeds	0312	$24.00
Pettis County Recorder of Deeds	0312A	$81.00
Pettis County Recorder of Deeds	0312B	$27.00
Printlynx	93724	$31.41
Printlynx	94319	$18.00
Public Safety Center Inc	5310035	$68.50
Pummill'S Sporting Goods Inc	6381	$140.20
Rick Ball Ford - Sedalia	54833	$50.00
Rick Ball Ford - Sedalia	127800	$12.00
Rick Ball Ford - Sedalia	127848	$57.32
Rick Ball Ford - Sedalia	127854	$60.06
Ruth Martinez	0312	$37.50
Sara Tafoya Photography	0312	$15.00
Schilby'S Auto Service	22786	$453.20
Sedalia Democrat	51659	$7.50
Sedalia Democrat	79084	$201.56
Sedalia Democrat	79259	$81.75
Sedalia Democrat	79418	$131.03
Sedalia Democrat	0312-12	$44.01
Sedalia Downtown Development	146	$14.88
Sedalia Downtown Development	149	$250.00
Sedalia Downtown Development	150	$1,200.00
Sedalia News-Journal	0312-13	$32.00
Sedalia Rental & Supply	133012	$73.85
Sedalia Rental & Supply	133145	$139.00
Septagon Construction Managment Inc	12-010	$6,080.00
Sewer Equipment Co Of America	0000116886	$269.10
Sherwin Williams Co	5629-6	$106.56
SMC Electric Supply	60164842-00	$107.95
SMC Electric Supply	60165847-00	$38.45
SMC Electric Supply	60165938-00	$36.13
Smith Paper & Janitor Supply	535087	$132.49
Smith Paper & Janitor Supply	535227	$45.96
Smith Paper & Janitor Supply	535301	$78.90
Smith Paper & Janitor Supply	535302	$22.45

City of Sedalia
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Vendor Name	Invoice Number	Amount
Smith Paper & Janitor Supply	535600	$162.43
Sonequity Pest Management	95754	$38.00
Sonequity Pest Management	95803	$44.00
Sonequity Pest Management	95834	$67.00
Sonequity Pest Management	95878	$50.00
Sonequity Pest Management	95879	$67.00
Sonequity Pest Management	96058	$67.00
Springbrook Software	0020998	$2,385.40
Springbrook Software	0021003	$1,914.88
Staples Business Advantage	3169687205	$431.22
Staples Business Advantage	3169687210	$136.07
Staples Business Advantage	3170030663	$65.80
Staples Business Advantage	3170030665	$53.13
Staples Business Advantage	3170030666	$24.38
Staples Business Advantage	3170030667	$97.96
Staples Business Advantage	3170711379	$141.22
Staples Business Advantage	3170711380	$56.41
Staples Business Advantage	3170711381	$279.95
Staples Business Advantage	3170711382	$12.99
Starke'S Portable Saw Mill Llc	0312	$342.40
Symbolarts LLC	0129259	$700.00
Teledyne Isco Inc.	985038	$529.25
Teledyne Isco Inc.	985176	$70.50
The Sedalia Area Chamber Of Commerce	0312-05	$16.00
The Sedalia Area Chamber Of Commerce	0312-11	$8.00
The Ups Store	0312	$40.35
The Ups Store	0312A	$46.16
Tim's Tree Service Llc	2637	$300.00
Tire Centers Llc	6500115729	$79.95
Tire Centers Llc	6500116245	$207.00
Towers Fire Apparatus Co Inc	85745	$138.28
Trans-Central Suppliers Inc	0210667	$59.95
Unifirst Corporation	2689645	$116.44
Unifirst Corporation	2690387	$25.44
Unifirst Corporation	2690388	$31.16
Unifirst Corporation	2690389	$36.74
Unifirst Corporation	26903890	$39.05
Unifirst Corporation	26903891	$432.87
Unifirst Corporation	26903892	$46.78
US Beef Corp	0312	$25.00
Usa Bluebook	593914	$29.98
Usa Bluebook	604788	$209.86

City of Sedalia
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Vendor Name	Invoice Number	Amount
Usa Bluebook	608119	$113.60
Usps-Hasler	0312	$1,500.00
Vance Bros. Inc-Kansas City	1734	$495.13
Vance Bros. Inc-Kansas City	1735	$422.77
Verizon Wireless	2703382667	$2,846.00
Vulcan Inc	214053	$449.28
Warehouse Tire And Muffler	0124239	$169.90
Wayne Rhoads	0312	$275.00
WCA Waste Systems Inc.	6243	$23,184.21
WCA Waste Systems Inc.	6251	$147,670.00
WEF Membership	0312	$62.00
Western Extralite Company		$88.54
Western Extralite Company	S4433204.001	$80.52
Western Extralite Company	S4435951.001	$60.39
Westfall GMC Truck Inc	7312924P	$10.10
Westlakes Hardware	1283618	$2.79
Westlakes Hardware	1283720	$5.98
Westlakes Hardware	1283722	$7.50
Westlakes Hardware	1283729	$3.99
Westlakes Hardware	1283735	$15.35
Westlakes Hardware	1283824	$14.47
Westlakes Hardware	1283875	$7.99
Westlakes Hardware	1283914	$40.49
Westlakes Hardware	1283915	$53.97
Westlakes Hardware	1283935	$0.66
Westlakes Hardware	1283946	$35.96
Westlakes Hardware	1283953	$6.49
Westlakes Hardware	1283980	$3.00
Westlakes Hardware	1283988	$31.96
Westlakes Hardware	1284031	$13.07
Westlakes Hardware	1284100	$9.97
Westlakes Hardware	1284125	$11.89
Westlakes Hardware	1284240	$1.99
Westlakes Hardware	1284437	$16.99
Westlakes Hardware	1284442	$6.00
Woods Super Market	54	$16.68
World Wide Technology Inc	2788004	$1,441.11
World Wide Technology Inc	2788049	$395.99
Zee Medical Inc	0021349049	$238.30
Total Invoices To Be Approved		$305,657.35