



# PRE-COUNCIL MEETING

Mayor's Conference Room  
Municipal Building  
Monday, June 18, 2012  
6:15 p.m.

MAYOR: MARY ELAINE HORN

MAYOR PRO-TEM: STEPHEN GALLIHER

Committee Meetings – 6:15 p.m.

<b>PUBLIC SAFETY COMMITTEE</b> Police, Fire, and Emergency Management	<b>Rebecca LaStrada, Chair</b> <b>Bob Cross, Vice Chair</b>

<b>PUBLIC WORKS COMMITTEE</b> Streets, Sanitation, Sanitary Sewer, Storm Sewers, Buildings/Grounds, Code Enforcement, Airport, Engineering and Community Center	<b>Wiley Walter, Chair</b> <b>Tolbert Rowe, Vice Chair</b>
<ol style="list-style-type: none"> <li>1. Review Ordinance approving a policy for sewer repairs to private service lines located in the City's public right-of-way.</li> <li>2. Review Ordinance of the City of Sedalia, Missouri approving and annexing an unincorporated area owned by Deer Brook Villas, a Missouri Limited Partnership, into the City of Sedalia, Missouri adjacent and contiguous to existing corporate limits of said city.</li> <li>3. Review Ordinance approving and accepting Aviation Project Consultant Supplemental Agreement No. 1 with H.W. Lochner, Inc. for final design and bidding services associated with rehabilitation of Runway 18-36 at the Sedalia Regional Airport.</li> <li>4. Review Ordinance approving an agreement between Allstate Consultants, LLC and the City of Sedalia, Missouri for engineering services related to a traffic impact study.</li> </ol>	

<b>FINANCE/ADMINISTRATION COMMITTEE</b> General/Administrative and Claims	<b>Kenneth Norton, Chair</b> <b>Wanda Monsees, Vice Chair</b>
<ol style="list-style-type: none"> <li>1. Review Ordinance amending Ordinance No. 9940 by creating a new classification and job description for Court Supervisor.</li> <li>2. Review Ordinance approving a lease and option to purchase agreement between the Benton County Historical Society for real property known as 1660 Hilltop Drive, Warsaw, Missouri from the City of Sedalia, Missouri d/b/a Bothwell Regional Health Center.</li> </ol>	



Click on any agenda item to view the related documentation

# CITY COUNCIL MEETING AGENDA

City Council Chambers  
Municipal Building  
Monday, June 18, 2012  
7:00 p.m.

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

## **I. MINUTES**

1. Pre-Council Meeting June 4, 2012
2. Regular Council Meeting June 4, 2012
3. City Council Work Session June 11, 2012

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

1. Accept the minutes of the Citizen's Traffic Advisory Commission dated May 16, 2012

## **III. ROLL CALL OF STANDING COMMITTEES**

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

## **IV. NEW BUSINESS**

### **A. ORDINANCES AND RESOLUTIONS**

- Approving a policy for sewer repairs to private service lines located in the City's public Right-of-way
- Approving and annexing an unincorporated area owned by Deer Brook Villas, a Missouri Limited Partnership, into the City of Sedalia, Missouri adjacent and contiguous to existing corporate limits of said City
- Approving and accepting Aviation Project Consultant Supplemental Agreement No. 1 with H.W. Lochner, Inc. for final design and bidding services associated with rehabilitation of Runway 18-36 at the Sedalia Regional Airport
- Approving an agreement between Allstate Consultants, LLC and the City of Sedalia, Missouri for engineering services related to a traffic impact study
- Amending Ordinance No. 9940 by creating a new classification and job description for Court Supervisor
- Approving a lease and option to purchase agreement between the Benton County Historical Society for real property known as 1660 Hilltop Drive, Warsaw, Missouri from the City of Sedalia, Missouri d/b/a Bothwell Regional Health Center

### **B. APPOINTMENTS**

1. Nominations from Mayor Horn

### **C. LIQUOR LICENSES**

Renewals:

- \*Amanda Klein dba Mandy's Korner Lounge, 1604 S Ohio, Liquor by Drink, \$450
- \*Donita Kay Haworth dba Casey's General Store #1063, 1909 W Main, Packaged Liquor with Sunday Sales, \$450
- \*Donita Kay Haworth dba Casey's General Store #1601, 3500 W 16<sup>th</sup>, Packaged Liquor with Sunday Sales, \$450
- \*Donita Kay Haworth dba Casey's General Store #1052, 716 W 16<sup>th</sup>, 5% Packaged Beer, \$75
- \*Donita Kay Haworth dba Casey's General Store #1322, 3101 Clinton Rd, Packaged Liquor With Sunday Sales, \$450

**Click on any agenda item to view the related documentation**

\*Donita Kay Haworth dba Casey's General Store #2347, 1601 E Broadway, Packaged Liquor  
With Sunday Sales, \$450

\*Clifford Daniel Van Dyne dba Liquor Locker, 513 W Main, Sunday Sales, \$300

\*Wayne E Compton dba Sedalia Jiffy Stop, 1722 W Broadway, Packaged Liquor with  
Sunday Sales, \$450

D. APPROVAL OF DEPARTMENT BILLS

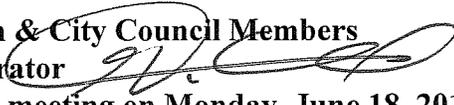
E. MISCELLANEOUS ITEMS FROM MAYOR, CITY COUNCIL AND CITY ADMINISTRATOR

F. GOOD AND WELFARE

G. ADJOURN



## OFFICE OF THE CITY ADMINISTRATOR

To: Honorable Mayor Elaine Horn & City Council Members  
From: Gary Edwards, City Administrator   
Re: Agenda items for City Council meeting on Monday, June 18, 2012

- 1. Approving a policy for sewer repairs to private service lines located in the City's public Right-of-way:** It is City policy that residents are responsible for their sewer service lateral line from their building to where the line connects to the City's sewer main. However, this ordinance will allow the City to proceed with potential repair of a residential line if that line seems to have a problem within the area of the City's right of way. This procedure will help ensure timely and safe repairs. This issue was presented by Public Works Director Bill Beck during the May 14, 2012 City Council Work Session.
- 2. Approving and annexing an unincorporated area owned by Deer Brook Villas, a Missouri Limited Partnership, into the City of Sedalia, Missouri adjacent and contiguous to existing corporate limits of said City:** This ordinance annexes property consisting of 6.79 acres located on the western edge of Sedalia, along Mitchell Road. This property, if annexed, would be developed by Deer Brook Villas, L.P. as a senior housing development. The ordinance also grants C-3 Commercial district zoning to the property.
- 3. Approving and accepting Aviation Project Consultant Supplemental Agreement No. 1 with H.W. Lochner, Inc. for final design and bidding services associated with rehabilitation of Runway 18-36 at the Sedalia Regional Airport:** In June 2010, the City Council approved an agreement with Bucher, Willis & Ratliff Corporation (BWR), now known as H.W. Lochner, Inc., for professional services related to improvement projects at the Sedalia Regional Airport. This supplemental agreement, if approved, authorizes H.W. Lochner, Inc. to complete the final design and bidding services associated with the rehabilitation of Runway 18-36 for an amount not to exceed \$94,200.00 – 95% of this cost will be covered by grant funding.
- 4. Approving an agreement between Allstate Consultants, LLC and the City of Sedalia, Missouri for engineering services related to a traffic impact study:** In 2008, the City of Sedalia authorized Allstate Consultants, LLC to perform a traffic impact study of the intersection of West Main and W. Highway 50. Sedalia has realized significant westward growth since 2008 and Staff recommends that a current traffic study be performed in order to assure proper, safe traffic flow in this area. This ordinance approves an agreement between the City of Sedalia and Allstate Consultants, LLC for a traffic impact study in the amount of \$13,800.00.
- 5. Amending Ordinance No. 9940 by creating a new classification and job description for Court Supervisor:** Staff has recognized the need to create a new position of Court Supervisor within the Municipal Court office. In order to move forward with the creation of this new department, the City Council needs to formally adopt the new classification and job description for this new position.

**6. Approving a lease and option to purchase agreement to the Benton County Historical Society for real property in Warsaw, Missouri from the City of Sedalia, Missouri d/b/a Bothwell Regional Health Center:** Bothwell Regional Health Center currently owns their first clinic opened in Warsaw, Missouri. This property sits at 1660 Hilltop Drive. Because the hospital now built and maintains a newer facility in Warsaw, they would like to see the former clinic properly utilized by entering into a lease with an option to buy agreement with the Benton County Historical Society. This ordinance authorizes this agreement between Bothwell Regional Health Center and the Benton County Historical Society.

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 – JUNE 4, 2012**

**WORK SESSION**

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

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

**COMMITTEE MEETING**

Public Safety Committee – Councilman LaStrada – No Report

Public Works Committee – Councilman Walter – No Report

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

- Bids for 20 Computer Workstations to World Wide Technologies, Inc. in the amount of \$15,589.40. Councilman Arbisi stated he was much happier with this 25% savings from the last bid and asked why Dell is better than a Generic computer. Councilman Norton stated that with Dell they can get better service. Item was moved to full Council on motion by Rowe, seconded by Galliher. All in favor.
- Ordinance readopting Section 2-833 of the Code of Ordinances of the City of Sedalia, Missouri which establishes a procedure to disclose potential conflicts of interest and substantial interests for certain officials was moved to full Council on motion by Galliher, seconded by Rowe. All in favor.

Councilman Monsees stated that due to the amount of drive offs at local gas stations she believes that an ordinance may be needed to require prepaid or credit card transactions. Following discussion for gas purchases, Council consensus was that the gas stations should handle their own business matters and the City would not be drafting an ordinance.

Mayor Horn stated that she received a letter from a resident on E. 11<sup>th</sup> Street stating that they had been trying for years to get work done on the ditch on E. 12<sup>th</sup> Street behind their house. The problem was reported to Councilman Galliher and within two weeks the problem was solved. The letter thanked Public Works Director, Bill Beck; Jeff McKinney; and Roger Vieth and his crew on an outstanding job on the concrete work and commended them for their outstanding service to the City.

With no further comments, the meeting closed at 6:42 p.m.  
Respectfully submitted: Arlene Silvey, MRCC City Clerk



**CITY OF SEDALIA, MISSOURI**  
**PUBLIC HEARING – ANNEXATION PETITION**  
**COUNCIL MEETING – JUNE 4, 2012**

Public Hearing – Deer Brook Villas Annexation

Mayor Horn called the public hearing to order at 7:00 p.m.

City Administrator, Gary Edwards, stated that the Public Hearing is the first step of two in annexing property owned by Deer Brook Villas, a Missouri Limited Partnership, to hear comments or objections. If there are no objections the Council will proceed with the annexation at the next Council Meeting, June 18, 2012.

Legal description for the property owned by Deer Brook Villas, a Missouri Limited Partnership, states the following:

All of the following described tract of land in Pettis County, Missouri, which is contiguous and compact to the existing city limits of the City of Sedalia, Missouri, to-wit:

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 45 NORTH, RANGE 21 WEST, SEDALIA, PETTIS COUNTY, MISSOURI, BEING PART OF THE WARRANTY DEED RECORDED IN BOOK 287, PAGE 218 AND THE WARRANTY DEED RECORDED IN BOOK 2012, PAGE 1935 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SURVEY RECORDED IN SURVEY RECORD BOOK 9, PAGE 1, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF MITCHELL ROAD; THENCE WITH SAID RIGHT-OF-WAY LINE, S25°05'10"W, 527.30 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, N64°54'50"W, 609.42 FEET; THENCE N25°05'10"E, 367.80 FEET; THENCE N88°38'50"E, 358.23 FEET TO THE SOUTHERLY LINE OF SAID SURVEY; THENCE WITH SAID SOUTHERLY LINE, S64°54'50"E, 288.66 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.79 ACRES

Developer, D. Kim Lingle, 9201 Ward Parkway, Kansas City, stated that this project would be for senior housing, age 55 and above, and consists of 44 units. The property was purchased from Thompson Hills and he has already received 17 calls for housing. There will be a community building with a full kitchen available. The goal is to start construction in mid to late July and work will be completed in approximately 12 months.

With no further comment, the public hearing closed at 7:04 p.m.

## COUNCIL MEETING

The Council of the City of Sedalia, Missouri duly met on Monday, June 4, 2012, at 7:04 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 Walter.

### ROLL CALL:

Stephen Galliher	Present	Wiley Walter	Present
Tony Arbisi	Present	Bob Cross	Present
Rebecca LaStrada	Present	Tolbert Rowe	Present
Wanda Monsees	Present	Kenneth Norton	Present

### SPECIAL AWARDS:

20 Year Service Pin	Curtis Campbell, Crew Supervisor – WPC Department
10 Year Service Pin	Daniel Bailey, Fire Driver – Fire Department
10 Year Service Pin	Chad Callahan, Wastewater Plant Operator I – WPC Department
5 Year Service Pin	Daniel Benner, Police Officer – Police Department

### MINUTES:

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

- Pre-Council Meeting May 21, 2012
- Regular Council Meeting May 21, 2012

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES: None.

### ROLL CALL OF STANDING COMMITTEES:

PUBLIC SAFETY – REBECCA LASTRADA, CHAIRMAN

PUBLIC WORKS – WILEY WALTER, CHAIRMAN

FINANCE & ADMINISTRATION – KENNETH NORTON, CHAIRMAN

Awarded a bid for 20 Computer Workstations to World Wide Technologies, Inc. in the amount of \$15,589.40 on motion by Galliher, seconded by Monsees. All in favor.

### NEW BUSINESS:

BILL NO. 2012-41, ORDINANCE NO. 9969 – AN ORDINANCE READOPTING SECTION 2-833 OF THE CODE OF ORDINANCES OF THE CITY OF SEDALIA, MISSOURI WHICH ESTABLISHES A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN OFFICIALS was read once by title.

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

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

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

APPOINTMENTS:

The following recommendations were read and approved on motion by Norton, seconded by Rowe. All in favor.

REAPPOINTMENTS:

CITIZEN'S TRAFFIC ADVISORY COMMISSION

Pete Daniels, 2201 W. 2<sup>nd</sup> St. Terrace, for a 3-year term expiring June 2015.

John Rucker, 909 S. Arlington Ave., for a 3-year term expiring June 2015.

Bobby Salmon, 1401 S. Osage Ave., for a 3-year term expiring June 2015.

BIDS:

- Airport Hangars – May 25, 2012 – No Bids Submitted
- 20 Computer Workstations – April 26, 2012

LIQUOR LICENSES:

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

- Jerome Taylor dba Break Time #3084, 318 W Broadway, Sedalia, MO – Sunday Sales.
- John A Kehde dba Kehde's Bar-B-Q, 1915 S Limit, Sedalia, MO – 5% Beer by Drink.
- Robert Preston dba Woods Supermarket, 701 E Broadway, Sedalia, MO – Packaged Liquor with Sunday Sales.
- Mark Himmelberg dba Mazzio's Italian Eatery, 1613 S Limit, Sedalia, MO – 5% Beer by Drink.

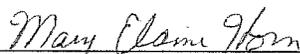
DEPARTMENT BILLS thru June 4, 2012 totaling \$210,866.10 were approved for payment on motion by Norton, seconded by Monsees. All in favor.

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR: None.

GOOD & WELFARE: None.

The meeting adjourned at 7:07 p.m. on motion by Norton, seconded by Rowe. All in favor.

THE CITY OF SEDALIA, MISSOURI



Mary Elaine Horn, Mayor



Arlene Silvey, MRCC City Clerk



**CITY OF SEDALIA, MISSOURI**  
**COUNCIL WORK SESSION – JUNE 11, 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, Rebecca LaStrada, Wanda Monsees, Wiley Walter, Bob Cross and Kenneth Norton. Tony Arbisi and Tolbert Rowe were absent.

**Suggested Changes – Proposed Stormwater Ordinance**

Mike Lally, with Olsson Associates, stated that approximately 1 ½ years ago, they started working with Public Works Staff in reviewing the City's storm water ordinance to update it to make it compliant with current state and federal rules and regulations.

Tony Stanton, with Olsson Associates, provided an explanation on the revisions to the City's ordinance. Revisions include:

- **Stream Buffer Requirements** – Requirements narrowed from original 70 to 140 foot buffer on either side to 40 to 100 foot on either side without taking up more real estate than necessary. Stream buffers protect properties from potential floods and keeps pollutants out of stream water.
- **3 year Maintenance Bond** – Three year period will remain in the ordinance because it takes three years for grasses and plants to fully mature.
- **Bi-annual Inspections by Professional Engineer Hired by Property Owner** – Recommended by Olsson Associates that this section of the ordinance not change and leave the responsibility of inspections on the property owner(s) rather than the City.

Mr. Stanton stated that the ultimate goals of the ordinance are to protect streams from pollutants and to also protect the City if the EPA (Environmental Protection Agency) decides to conduct an audit.

Council Consensus is to bring a final draft of the ordinance for Council consideration to the July 2, 2012 Council Meeting.

With no further comments, the meeting adjourned at 6:16 p.m. to a closed-door session pursuant to Section 610.021 (1) RSMo for Legal Advice on motion by Norton, seconded by Galliher. All present in favor. Arbisi and Rowe were absent.

Respectfully submitted: Arlene Silvey, MRCC City Clerk

TRAFFIC ADVISORY COMMISSION MEETING  
MAY 16, 2012

The Traffic Advisory Commission did not meet on Wednesday, May 16, 2012, at 12:00 p.m. at the Best Western State Fair Motor Inn. There was not a quorum for the meeting.

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

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

**AN ORDINANCE APPROVING A POLICY FOR SEWER REPAIRS TO PRIVATE SERVICE LINES LOCATED IN THE CITY'S PUBLIC RIGHT OF WAY.**

**WHEREAS**, the City of Sedalia, Missouri in the course of making repairs to its sewer system desires to adopt this new policy that will authorize the Public Works Department to make repairs to the property owner's service line that is located within the City's public right of way. The policy is as follows:

"Although a sewer service lateral is the responsibility of the property owner from the building to the City's sewer main, the City may make repairs to the service line that is within the public right of way during the course of repairs to the City's main or investigating possible problems with the City's main. For example, when sinkholes form in or very close to the City's right of way or sewer main easement it becomes difficult to determine exactly where the problem causing the sinkhole may be. In those cases the City may choose to excavate the sinkhole to determine the cause. If the cause is with the City's main, the City will make necessary repairs. If the problem lies with the property owners service line the City may make the repairs to the service line that is within the public right of way to prevent leaving the excavation open and causing a possible hazard.

The City may also make repairs to private service lines within the public right of way for the City's convenience during repairs to the City's main."

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

**Section 1.** The Council of the City of Sedalia, Missouri approves said policy.

**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 18th day of June, 2012.

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

Approved by the Mayor of said City this 18th day of June, 2012.

ATTEST:

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

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

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

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

**AN ORDINANCE OF THE CITY OF SEDALIA, MISSOURI, APPROVING AND ANNEXING AN UNINCORPORATED AREA OWNED BY DEER BROOK VILLAS, A MISSOURI LIMITED PARTNERSHIP, INTO THE CITY OF SEDALIA, MISSOURI, ADJACENT AND CONTIGUOUS TO EXISTING CORPORATE LIMITS OF SAID CITY.**

**WHEREAS**, it is reasonable and necessary to the proper development of the City of Sedalia, Missouri, and stating that the City of Sedalia, Missouri, has the ability to furnish normal municipal services to said area within a reasonable amount of time after annexation becomes effective; and

**WHEREAS**, on May 14, 2012, a petition was submitted to the City Council of Sedalia, Missouri, under the provisions of Section 71.012 RSMo. whereby Deer Brook Villas, a Missouri Limited Partnership, owners of real estate hereinafter described desires to have said real estate annexed into the corporate limits of the City of Sedalia, Missouri; and

**WHEREAS**, the City Council of the City of Sedalia, Missouri, held a public hearing on the 4<sup>th</sup> day of June, 2012, after having first given public notice of said public hearing by publication on May 25, 2012, in *The Sedalia Democrat*; and

**WHEREAS**, after considering and studying said request for annexation to the City of Sedalia, Missouri, and hearing evidence thereon, the City Council of the City of Sedalia, Missouri, does declare that said annexation is necessary for the reasonable and proper development of the City of Sedalia, Missouri, and that the City of Sedalia has the ability to furnish normal municipal services to said area within reasonable time after said annexation becomes effective and said area is contiguous to the existing corporate limits of the City of Sedalia, Missouri; and

**WHEREAS**, no written objections to said proposed annexation have been filed with the governing body of the City of Sedalia within fourteen (14) days after said public hearing.

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

**Section 1.** That under the provisions of Section 71.012 RSMo. the City Council of the City of Sedalia, Missouri, hereby declares that annexation of the land hereinafter described be and is necessary for the reasonable and proper development of the City of Sedalia, Missouri; that the City of Sedalia has the ability to furnish normal municipal service to said area within reasonable time after said annexation becomes effective; that said area is contiguous to the existing corporate limits of the City of Sedalia, Missouri; and should be a part of said City; said tracts being a part of Pettis County, Missouri, are more particularly described on Exhibit A attached hereto.

**Section 2.** The entire tract shall be zoned C-3, Commercial District . The legal description is more particularly described on Exhibit A attached hereto.

**Section3.** The City Clerk is hereby ordered and directed to cause three certified copies of this ordinance to be filed with the Office of County Clerk of Pettis County, Missouri, and placed on record with the Pettis County Recorder of Deeds.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 18<sup>th</sup> day of June, 2012.

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Presiding Officer of the Council

Approved by the Mayor of said City this 18<sup>th</sup> day of June, 2012.

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Mary Elaine Horn, Mayor

ATTEST:

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Arlene Silvey, MRCC  
City Clerk

EXHIBIT A

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 45 NORTH, RANGE 21 WEST, SEDALIA, PETTIS COUNTY, MISSOURI, BEING PART OF THE WARRANTY DEED RECORDED IN BOOK 287, PAGE 218 AND THE WARRANTY DEED RECORDED IN BOOK 2012, PAGE 1935 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SURVEY RECORDED IN SURVEY RECORD BOOK 9, PAGE 1, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF MITCHELL ROAD; THENCE WITH SAID RIGHT-OF-WAY LINE, S25°05'10"W, 527.30 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, N64°54'50"W, 609.42 FEET; THENCE N25°05'10"E, 367.80 FEET; THENCE N88°38'50"E, 358.23 FEET TO THE SOUTHERLY LINE OF SAID SURVEY; THENCE WITH SAID SOUTHERLY LINE, S64°54'50"E, 288.66 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.79 ACRES.

PETITION FOR ANNEXATION

COMES NOW, D. Kim Lingle Deer Brook Villas LP.

doing business in Sedalia, Pettis County, Missouri, hereinafter called "Petitioner", and being first duly sworn on his oath, states the following, to-wit:

1. That Petitioner is Gen. Partner of Deer Brook Villas L.P. and that said entity is the owner of all fee interests of record in the tract of land described on Exhibit A and attached hereto and made a part hereof as though set out herein verbatim, and which is contiguous and compact to the existing city limits of the City of Sedalia, Missouri.
2. Petitioner requests that said property be annexed into the City of Sedalia, Missouri, and further requests that the property be zoned C-3.
3. That Petitioner is authorized to present this verified petition to the City Council of Sedalia, Missouri.

By [Signature]  
President

STATE OF MISSOURI )  
) ss.  
COUNTY OF PETTIS )

On this 4 day of May, 2012, before me personally appeared D Kim Lingle to me personally known, who being duly sworn, did say that he is President of MBL Development, a Missouri corporation, and that the foregoing instrument was signed and sealed in behalf of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Jackson County Missouri, the day and year just above written.

NICK TRUBIN  
Notary Public-Notary Seal  
STATE OF MISSOURI  
Jackson County  
My Commission Expires Mar. 2, 2015  
Commission # 11150082

[Signature]  
Notary Public

**DESCRIPTION OF: ADDITIONAL TRACT FOR DEER BROOK VILLAS L.P.  
PROJECT: NW ¼ OF SECTION 6, TOWNSHIP 45 NORTH, RANGE 21 WEST  
SEDALIA, PETTIS COUNTY, MISSOURI  
JOB #11039.02**

APRIL 19, 2012

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 45 NORTH, RANGE 21 WEST, SEDALIA, PETTIS COUNTY, MISSOURI, BEING PART OF THE TRACTS DESCRIBED BY THE DEED RECORDED IN BOOK 287, PAGE 218 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SURVEY RECORDED IN SURVEY RECORD BOOK 9, PAGE 1, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF MITCHELL ROAD; THENCE WITH SAID RIGHT-OF-WAY LINE, S25°05'10"W, 527.30 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, N64°54'50"W, 529.42 FEET TO THE POINT OF BEGINNING;  
THENCE FROM THE POINT OF BEGINNING N64°54'50"W, 80.00 FEET; THENCE N25°05'10"E, 367.80 FEET; THENCE N88°38'50"E, 89.35 FEET; THENCE S25°05'10"W, 407.58 FEET TO THE POINT OF BEGINNING AND CONTAINING 31,015 SQUARE FEET(0.71 ACRES).

ALLSTATE CONSULTANTS, LLC

  
MICHAEL L. KLASING, PLS 2728

4-19-2012  
DATE



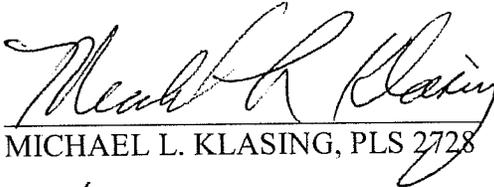
**DESCRIPTION OF: PROPOSED SITE FOR DEER BROOK VILLAS L.P.  
PROJECT: NW ¼ OF SECTION 6, TOWNSHIP 45 NORTH, RANGE 21 WEST  
SEDALIA, PETTIS COUNTY, MISSOURI  
JOB #11039.02**

APRIL 26, 2012

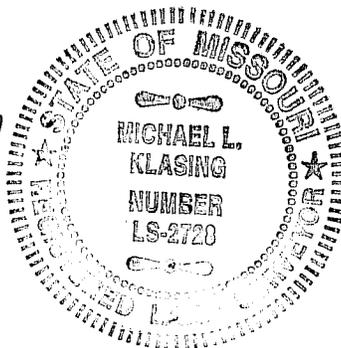
A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 45 NORTH, RANGE 21 WEST, SEDALIA, PETTIS COUNTY, MISSOURI, BEING PART OF THE WARRANTY DEED RECORDED IN BOOK 287, PAGE 218 AND THE WARRANTY DEED RECORDED IN BOOK 2012, PAGE 1935 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SURVEY RECORDED IN SURVEY RECORD BOOK 9, PAGE 1, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF MITCHELL ROAD; THENCE WITH SAID RIGHT-OF-WAY LINE, S25°05'10"W, 527.30 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, N64°54'50"W, 609.42 FEET; THENCE N25°05'10"E, 367.80 FEET; THENCE N88°38'50"E, 358.23 FEET TO THE SOUTHERLY LINE OF SAID SURVEY; THENCE WITH SAID SOUTHERLY LINE, S64°54'50"E, 288.66 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.79 ACRES.

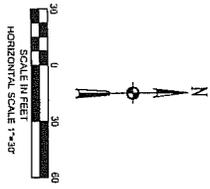
ALLSTATE CONSULTANTS, LLC

  
MICHAEL L. KLASING, PLS 2728

4-26-2012  
DATE

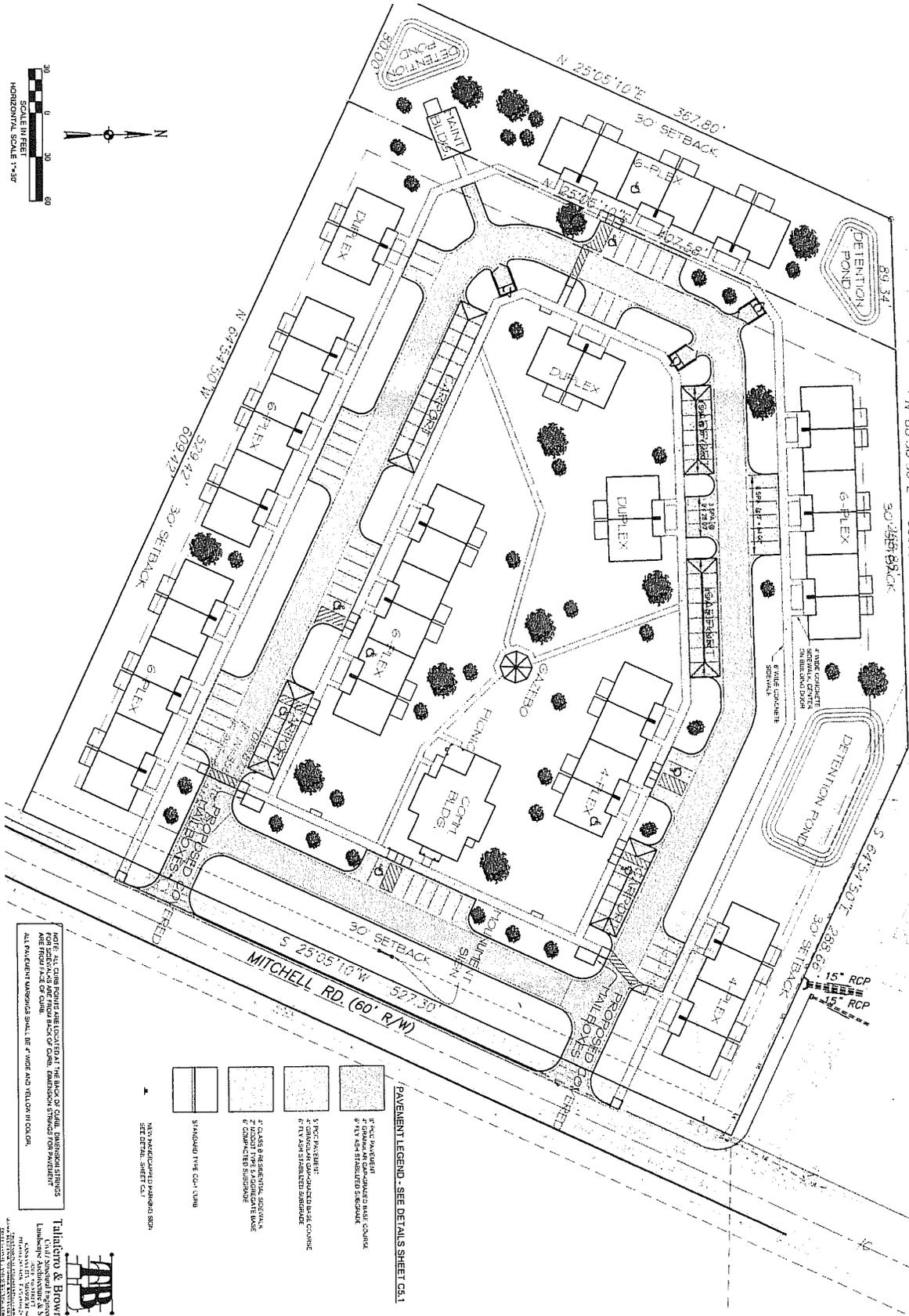


PRELIMINARY, NOT FOR CONSTRUCTION, RECORDING PURPOSES OR IMPLEMENTATION.

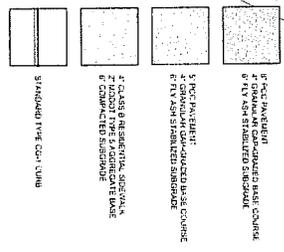


PRELIMINARY NOT FOR CONSTRUCTION, RECORDING PURPOSES OR IMPLEMENTATION

PRELIMINARY NOT FOR CONSTRUCTION, RECORDING PURPOSES OR IMPLEMENTATION



NOTE: ALL CURB ROUNDS ARE LOCATED AT THE BACK OF CURB. DIMENSION STRINGS FOR DETAILING ARE FROM BACK OF CURB. DIMENSION STRINGS FOR PAVEMENT ARE FROM FACE OF CURB AND YELLOW IN COLOR. ALL PAVEMENT DIMENSIONS SHALL BE 2" WIDER AND YELLOW IN COLOR.



**Tullahoma & Browne, Inc.**  
 Civil/Structural Engineering  
 1000 N. 10th Street, Suite 100  
 Sedalia, MO 64581  
 Phone: (660) 825-1111  
 Fax: (660) 825-1112  
 www.tullahomabrowne.com

**IDENTIFY SET**

DATE: 7/23/11  
 SHEET: 01 OF 03

PRELIMINARY NOT FOR CONSTRUCTION, RECORDING PURPOSES OR IMPLEMENTATION.

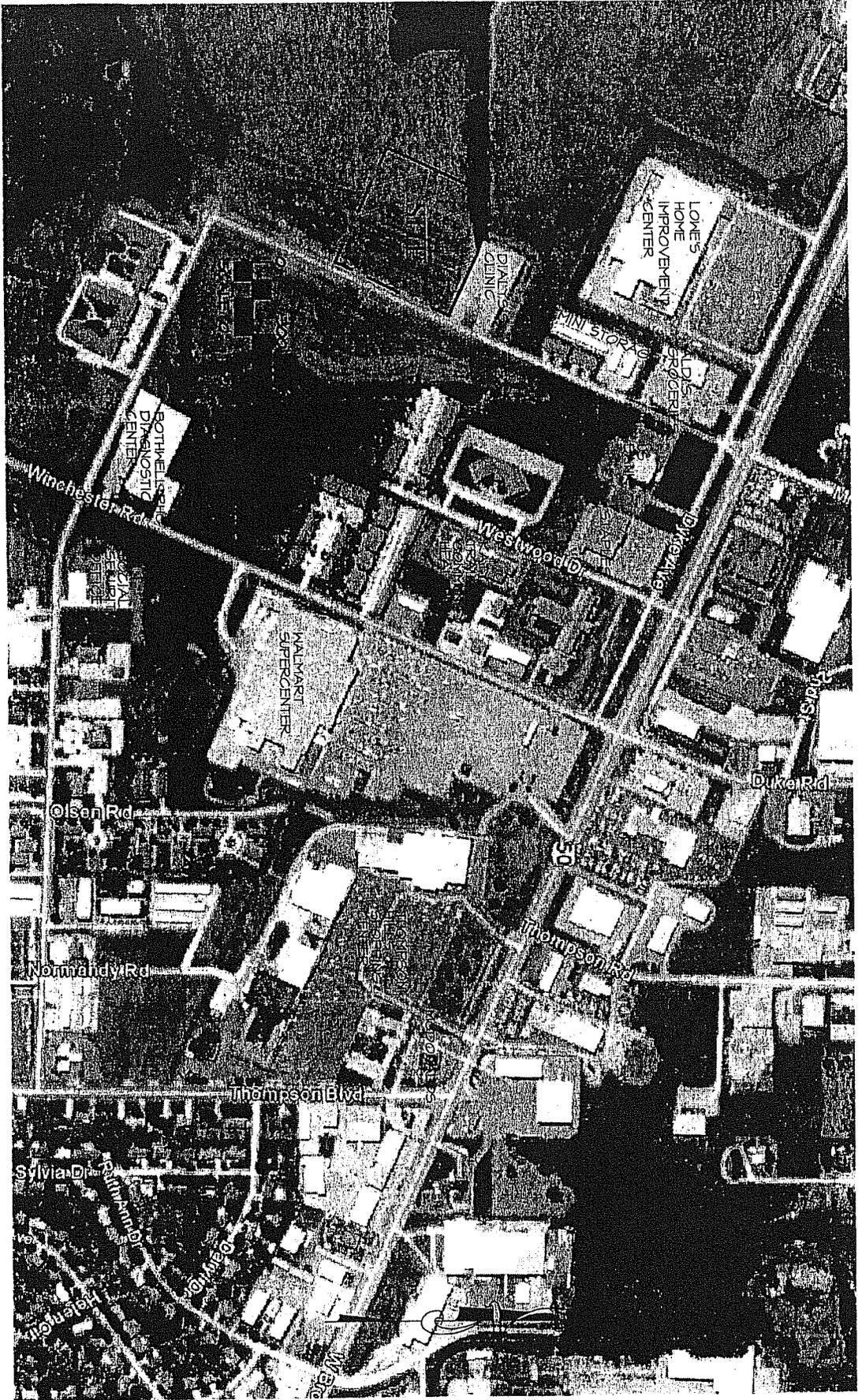
# DEER BROOK VILLAS

SEDALIA, PETTIS COUNTY, MISSOURI

DATE: 7/23/11  
 SHEET: 01 OF 03

# DEER BROOK VILLAGES

## PROXIMITY MAP



OCTOBER 2011

**NOTICE OF PUBLIC HEARING**  
**~ Annexation Petition ~**

The City of Sedalia will hold a public hearing at 7:00 p.m. on Monday, June 4, 2012 in the Council Chambers at the Municipal Building, 200 South Osage Avenue, to consider an annexation petition filed with the City on May 14, 2012.

The legal description is set forth below. Public comments concerning the requested annexation will be entertained at the hearing.

Legal Description for the property owned by Deer Brook Villas, a Missouri Limited Partnership, states the following:

All of the following described tract of land in Pettis County, Missouri, which is contiguous and compact to the existing city limits of the City of Sedalia, Missouri, to-wit:

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 45 NORTH, RANGE 21 WEST, SEDALIA, PETTIS COUNTY, MISSOURI, BEING PART OF THE WARRANTY DEED RECORDED IN BOOK 287, PAGE 218 AND THE WARRANTY DEED RECORDED IN BOOK 2012, PAGE 1935 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SURVEY RECORDED IN SURVEY RECORD BOOK 9, PAGE 1, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF MITCHELL ROAD; THENCE WITH SAID RIGHT-OF-WAY LINE, S25°05'10"W, 527.30 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, N64°54'50"W, 609.42 FEET; THENCE N25°05'10"E, 367.80 FEET; THENCE N88°38'50"E, 358.23 FEET TO THE SOUTHERLY LINE OF SAID SURVEY; THENCE WITH SAID SOUTHERLY LINE, S64°54'50"E, 288.66 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.79 ACRES.

Handicapped citizens needing accommodation in order to attend this public hearing should contact the City Administrator's Office at (660) 827-3000 extension 145 no later than 48 hours prior to the scheduled hearing.

Gary Edwards, City Administrator  
City of Sedalia

1x5-25-12

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

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

**AN ORDINANCE APPROVING AND ACCEPTING AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 1 BETWEEN H.W. LOCHNER, INC. AND THE CITY OF SEDALIA, MISSOURI FOR FINAL DESIGN AND BIDDING SERVICES ASSOCIATED WITH THE REHABILITATION OF RUNWAY 18-36 AT THE SEDALIA REGIONAL AIRPORT.**

**WHEREAS**, the City of Sedalia received the Missouri Highways and Transportation Commission state block grant [**MoDOT Project No. 10-020A-1**]; and

**WHEREAS**, Bucher, Willis & Ratliff Corporation (BWR), now known as H.W. Lochner, Inc., was selected as the consultant to perform professional services to accomplish the improvement projects at the Sedalia Regional Airport; and

**WHEREAS**, on June 21, 2010 the Sedalia City Council authorized an agreement with Bucher, Willis & Ratliff Corporation (BWR), which is now known as H.W. Lochner, Inc., for utilization of Missouri Highways and Transportation Commission state block grant funds for airport improvements; and

**WHEREAS**, the City of Sedalia, Missouri and H.W. Lochner, Inc. desire to enter into Supplemental Agreement No. 1 for an amount not to exceed Ninety four thousand Two hundred dollars (\$94,200.00), of which 95% will be covered with a grant, to complete, extend or continue the original 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 the Aviation Project Consultant Supplemental Agreement No. 1 by and between the City of Sedalia, Missouri and H.W. Lochner, Inc., as the agreement has been proposed.

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

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

**Section 4.** This ordinance shall 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 18<sup>th</sup> day of June 2012.

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

Approved by the Mayor of said City this 18<sup>th</sup> day of June 2012.

ATTEST:

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

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

**SEDALIA REGIONAL AIRPORT  
MEMO**

To : Gary Edwards  
From: John Evans   
Subject: Runway Supplemental Agreement  
Date: May 30, 2012

I have reviewed the Lochner Aviation Project Consultant Supplemental Agreement No. 1, Runway 18-36 Rehabilitation – Final Design and Bidding Services. Locher is our current engineering firm; we are pleased with their work. The total of this agreement is \$94,200.00, 95% will be covered with a grant.

Therefore, I would like to ask you to present this to the City Council.

Airport Name: Sedalia Regional Airport  
 Project No.: 10-020A-1  
 County: Pettis

**AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 1  
 RUNWAY 18-36 REHABILITATION - FINAL DESIGN AND BIDDING SERVICES**

THIS SUPPLEMENTAL AGREEMENT NO. 1 for Final Design and Bidding Services associated with the rehabilitation of Runway 18-36 is entered into by the City of Sedalia, MO (hereinafter, "Sponsor") and H.W. Lochner, Inc. (hereinafter, "Consultant").

WITNESSETH:

WHEREAS, the Sponsor and the Consultant entered into an Agreement on June 23, 2010, to accomplish a project at the Sedalia Regional Airport, (hereinafter, "Original Agreement"); and

WHEREAS, the Sponsor and the Consultant now desire to enter into Supplemental Agreement No. 1 to otherwise complete, extend or continue the Original Agreement as provided herein.

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

(1) SCOPE OF SERVICES:

(A) The Services to be provided by the Consultant under Supplemental Agreement No. 1 are additional services which are beyond the scope of services provided in the Original Agreement. These additional professional services are for the final design phase, preparation of Construction Plans and Contract Documents / Technical Specifications, and Bidding Phase for the rehabilitation of Runway 18-36 as described in Exhibit II - SA1, which is attached hereto and incorporated herein by reference.

(2) FEES AND PAYMENTS:

(A) The Consultant shall be reimbursed in accordance with Section (9) (Federal) of the Original Agreement.

(B) The costs of Supplemental Agreement No. 1 shall be in addition to the cost of the Original Agreement.

(C) The lump sum fee and maximum amount payable included in Section (9) (Federal) of the Original Agreement is hereby modified as follows:

	ORIGINAL AMOUNT	SUPPLEMENTAL AGREEMENT NO. 1	TOTAL
Fee	\$97,300.00	\$94,200.00	\$191,500.00

(D) Estimated costs for the services in Supplemental Agreement No. 1 are defined in Exhibit IV - SA1 and Exhibit V - SA1, which are attached hereto and incorporated herein by reference.

(3) PERIOD OF SERVICE: Exhibit VI, Performance Schedule, of the Original Agreement is hereby revised to include time for the performance of these additional services. The total time to be added to Exhibit VI for completion of these additional services shall be 100 calendar days for preparation of the preliminary submittal of the Construction Plans and Contract Documents / Technical Specifications after receipt of a notice-to-proceed and 45 calendar days for the final submittal of the Construction Plans and Contract Documents / Technical Specifications following receipt of review comments.

(4) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Supplemental Agreement No. 1. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Supplemental Agreement No. 1 dollar value.

(B) DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete 0% of the total services to be performed under this Supplemental Agreement No. 1 by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL \$ VALUE OF THE DBE SUBCONTRACT	CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL	% OF SUBCONTRACT \$ VALUE APPLICABLE TO TOTAL GOAL
N/A				

(5) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Supplemental Agreement No. 1 without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Supplemental Agreement No. 1.

Exceptions (Subconsultant Information):

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES
N/A		

(6) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement No. 1, the Original Agreement between the parties shall remain in full force and effect and the terms of the Original Agreement shall extend and apply to this Supplemental Agreement No. 1.

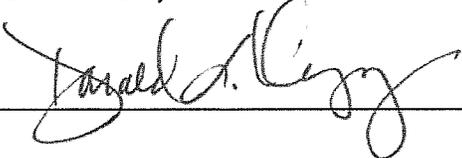
IN WITNESS WHEREOF, the parties have entered into this Supplemental Agreement No. 1 on the date last written below.

Executed by the Consultant this 25<sup>th</sup> day of May, 20 12.

Executed by the Sponsor this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

CONSULTANT  
H.W. LOCHNER, INC.

SPONSOR  
CITY OF SEDALIA, MISSOURI

By 

By \_\_\_\_\_

Title Vice President, Aviation Practice Leader

Title \_\_\_\_\_

ATTEST:

ATTEST:

By 

By \_\_\_\_\_

Title Senior Project Manager

Title \_\_\_\_\_

## EXHIBIT II - SA1

### SCOPE OF SERVICES

The Consultant, in consideration of the payment on the part of the Sponsor, agrees to perform the engineering services enumerated as follows:

The Consultant will produce construction plans, contract documents/technical specifications, tabulation of construction quantities, and engineer's opinion of probable construction costs and project budget for the Project. The Consultant will assist the Sponsor with administration services and coordination with the MoDOT Aviation Section. The Consultant will assist the sponsor with advertisement for obtaining construction bids and award of the construction contract. The services required for construction administration, observation and materials testing may be added to this Supplemental Agreement by Supplement upon completion of the Design Phase Services. All services will be performed in accordance with all applicable federal, state and local laws, ordinances, regulations and codes, together with good engineering practice and applicable FAA advisory circulars (AC's), standards, guidance and/or agency orders and MoDOT requirements and changes/revisions current at the time of execution of this Agreement including but not limited to those listed on EXHIBIT IIA included with the Original Agreement. The improvements that are being designed on the project shall be consistent with a current and approved Airport Layout Plan.

The Consultant shall not proceed with services herein until a notice-to-proceed is received from the Sponsor unless otherwise requested by the Sponsor.

The following is a detailed description of the specific services that are required by this Supplemental Agreement No. 1.

#### **A. BASIC SERVICES**

Delete Section 3. from the Original Agreement Exhibit II, Section A, and replace with the following:

##### **3. Design Phase – Plans & Specifications**

- a. Prepare construction plans and contract documents/technical specifications in accordance with current MoDOT and FAA standards, and other criteria. The construction plans and contract documents/technical specifications will identify separate add alternates for installation of a LED lighting system and a non-LED lighting system.

##### **1) Prepare construction plans:**

The construction plans will be incorporated into the Contract Documents/Technical Specifications and delineate the improvements in the project. The construction plans will generally include the following:

- Title Sheet
- General Airport Layout Plan
- Safety and Phasing Plan
- Typical Pavement Sections
- General Notes and Summary of Quantities
- Demolition Plans
- Runway Plans and Profiles
- Connecting Taxiway Plan and Profile
- Spot Elevations
- Grading Plans and Erosion Control
- P.C.C.P. Joint Layout Plan and Details
- Pavement Marking Plan and Details
- Runway Edge Lighting Plans
- R.E.I.L. and P.A.P.I. Relocation Plan and Details
- Electrical Details
- Electrical Vault Plan and Details
- Miscellaneous Details
- Cross Sections

- 2) Prepare Contract Documents/Technical Specifications.
- 3) Calculate plan quantities and prepare preliminary engineers' opinion of probable construction cost and project budget.
- 4) Submit Preliminary Construction Plans, Contract Documents/Technical Specifications, engineer's opinion of probable construction costs and project budget to the Sponsor and MoDOT for review and comments. The Sponsor will be provided with two (2) copies and MoDOT one (1) copy of the documents.
- 5) Conduct a preliminary submittal review meeting at the Sedalia Regional Airport with the Sponsor and MoDOT.
- 6) Finalize Construction Plans and Contract Documents/Technical Specifications with consideration of preliminary review comments from the Sponsor and MoDOT.
- 7) Submit Final Construction Plans, Contract Documents/Technical Specifications, Engineer's Opinion of Probable Construction Cost and Project Budget to the Sponsor and MoDOT for final approval and authorization to advertise.

Add the following Section 4. to the Original Agreement:

#### 4. Bidding Phase

- a. Assist the Sponsor with advertisement for bids and send "Notice to Bidders" to prospective contractors. (Sponsor shall place advertisements in appropriate media.)

- b. Print and distribute Construction Plans and Contract Documents/Technical Specifications to plan holding houses and prospective Bidders.
- c. Attend and conduct a pre-bid meeting at the Sedalia Regional Airport.
- d. Answer questions, clarify points, and issue addenda as necessary pertaining to the Construction Plans and Contract Documents/Technical Specifications during the bidding phase.
- e. The Consultant will not attend the bid opening.
- f. Tabulate and analyze bid results, review contractor's qualifications and DBE subcontractor's list provided by the apparent low bidder, prepare project budget and make recommendation of contract award to Sponsor.
- g. Prepare Contract Documents for award to successful Bidder.

**B. SPECIAL SERVICES**

Delete Section 4. from the Original Agreement and replace with the following:

**4. Land Disturbance Permit / SWPPP**

- a. Prepare Missouri Department of Natural Resources (MoDNR) general permit applications Form E and Form G for construction and land disturbance activity greater than 1 acre. Applications will be provided to the Sponsor for submittal to MoDNR.
- b. Prepare Storm Water Pollution Prevention Plan (SWPPP) for the construction project to be retained on site. The purpose of the SWPPP is to ensure the design, implementation, management, and maintenance of Best Management Practices (BMPs) in order to reduce the amount of sediment and other pollutants in storm water discharges associated with the land disturbance activities; comply with the Missouri Water Quality Standards; and ensure compliance with the terms and conditions of the general permit.

EXHIBIT IV-SA1

DERIVATION OF CONSULTANT PROJECT COSTS

BASE BID

REHABILITATE RUNWAY 18-36

ADD ALTERNATE NO. 1

INSTALL LED LIGHTING SYSTEM

ADD ALTERNATE NO. 2

INSTALL NON-LED LIGHTING SYSTEM

MoDOT PROJECT NO. 10-020A-1

SEDALIA REGIONAL AIRPORT

SEDALIA, MISSOURI

ADDITIONAL BASIC AND SPECIAL SERVICES

May 15, 2012

1. DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	8	\$75.00	\$ 600.00
Senior Project Manager	99	\$48.00	\$ 4,752.00
Design Engineer II	141	\$35.00	\$ 4,935.00
Design Engineer I	293	\$28.00	\$ 8,204.00
Senior Elec. Engineer	49	\$50.00	\$ 2,450.00
Environmental Scientist	32	\$25.00	\$ 800.00
Technician	277	\$23.00	\$ 6,371.00
Administrative Asst.	44	\$20.00	\$ 880.00
Total Direct Salary Costs			= \$ 28,992.00

2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 179.76% = \$ 52,116.02

3. SUBTOTAL:

Items 1 and 2 = \$ 81,108.02

4. PROFIT:

15% of Item 3 Subtotal = \$ 12,166.20

Subtotal of Items 3 and 4 \$ 93,274.22 Lump Sum

5. OUT-OF-POCKET EXPENSES:

a. Mileage 1,075 miles @\$0.555/mile = \$ 596.63  
b. Meals 3 @ \$39.00/day = \$ 117.00  
c. Mailing/Shipping Expenses = \$ 90.00  
d. Materials & Supplies = \$ 122.15

Total Out-of-Pocket Expenses = \$ 925.78 Not to Exceed

6. SUBCONTRACT COST:

a. None \$ -

7. TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 \$ 94,200.00

Exhibit IV-SA1-1

ADDITIONAL ENGINEERING BASIC AND SPECIAL SERVICES - COST BREAKDOWN

**BASE BID**  
**REHABILITATE RUNWAY 18-36**  
**ADD ALTERNATE NO. 1**  
**INSTALL LED LIGHTING SYSTEM**  
**ADD ALTERNATE NO. 2**  
**INSTALL NON-LED LIGHTING SYSTEM**  
**MoDOT PROJECT NO. 10-020A-1**  
**SEDALIA REGIONAL AIRPORT**  
**SEDALIA, MISSOURI**

**ADDITIONAL BASIC AND SPECIAL SERVICES**

May 15, 2012

Exhibit V-SA1

Classification:	Principal	Senior Project Manager	Design Engineer II	Design Engineer I	Senior Elec. Eng.	Environ. Scientist	Technician	Admin. Assistant	Other Costs
Hourly Rate:	\$241.29	\$154.43	\$112.60	\$90.08	\$160.86	\$80.43	\$74.00	\$64.34	
<b>A. BASIC SERVICES</b>									
1. Preliminary Phase (Addtl. Svcs.):									
Labor Subtotal =	\$ 5,269.84								
Expense Subtotal =	\$ 30.16								
Subconsultant Subtotal =	-								
<b>Total Fee =</b>	<b>\$ 5,300.00</b>								
3. Design Phase - Plans & Specs:									
Labor Subtotal =	\$ 72,223.82								
Expense Subtotal =	\$ 676.18								
Subconsultant Subtotal =	-								
<b>Total Fee =</b>	<b>\$ 72,900.00</b>								
4. Bidding Phase:									
Labor Subtotal =	\$ 9,738.59								
Expense Subtotal =	\$ 161.42								
Subconsultant Subtotal =	-								
<b>Total Fee =</b>	<b>\$ 9,900.00</b>								
<b>PART A SUBTOTAL =</b>	<b>\$ 88,100.00</b>								
<b>B. SPECIAL SERVICES</b>									
3. Admin. Assist. (Addtl. Svcs.):									
Labor Subtotal =	\$ 2,599.53								
Expense Subtotal =	\$ 0.47								
Subconsultant Subtotal =	-								
<b>Total Fee =</b>	<b>\$ 2,600.00</b>								
4. Land Disturbance Permit / SWPPP:									
Labor Subtotal =	\$ 3,442.45								
Expense Subtotal =	\$ 57.55								
Subconsultant Subtotal =	-								
<b>Total Fee =</b>	<b>\$ 3,500.00</b>								
<b>PART B SUBTOTAL =</b>	<b>\$ 6,100.00</b>								
<b>GRAND TOTAL =</b>	<b>\$ 94,200.00</b>								

- (1) Mileage, Motel and Meals
- (2) Equipment, Materials and Supplies
- (3) Vendor Services

Exhibit V-SA1-1



**Draft for City Letterhead**

**{Date}**

Mr. Bryan Gregory  
Missouri Department of Transportation  
Aviation Section-MO  
P.O. Box 270  
Jefferson City, MO 65102

RE: Sedalia Regional Airport  
Project No. 10-020A-1  
Project Consultant Supplemental Agreement No. 1

Dear Mr. Gregory:

Please find enclosed an executed copy of the Aviation Project Consultant Supplemental Agreement No. 1 for the final design and bidding services associated with the Runway 18-36 rehabilitation project for your files. The City of Sedalia has thoroughly evaluated the qualifications of Lochner and determined them to be the best qualified to accomplish the intended work. We have also determined that their proposed fees are considered fair and reasonable based on the statement provided by the firm that was solicited to assist with the review. A copy of the subject statement has been previously forwarded to you. A record of negotiations has been prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate. In addition, please find enclosed one (1) copy of Lochner's Annual Worker Eligibility Verification Affidavit and Page 1, 12 and 13 of their E-verify Program MOU.

If you have any questions or need any additional information, please do not hesitate to contact us or our consultant.

Sincerely,

**{name of person signing letter}**  
**{title}**

Cc: Matthew J. Jacobs, P.E. - Lochner

Company ID Number: 350597

## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

### ARTICLE I

#### PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and H.W. Lochner, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed



Company ID Number: 350597

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

<b>Employer H.W. Lochner, Inc.</b>	
<b>Gina Lecas</b> Name (Please Type or Print)	Title
<b>Electronically Signed</b> Signature	<b>08/13/2010</b> Date

<b>Department of Homeland Security – Verification Division</b>	
<b>USCIS Verification Division</b>	
Name (Please Type or Print)	Title
<b>Electronically Signed</b> Signature	<b>08/13/2010</b> Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	H.W. Lochner, Inc.
Company Facility Address:	20 North Wacker Drive
	Suite 1200
	Chicago, IL 60606
Company Alternate Address:	
County or Parish:	COOK
Employer Identification Number:	362338811

**Company ID Number: 350597**

North American Industry Classification Systems Code:	541
Parent Company:	
Number of Employees:	100 to 499
Number of Sites Verified for:	1
<b>Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:</b>	
<ul style="list-style-type: none"><li>• ILLINOIS 1 site(s)</li></ul>	

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name:	<b>Gina M Lecas</b>	Fax Number:
Telephone Number:	<b>(312) 372 - 7346</b>	
E-mail Address:	<b>glecas@hwlochner.com</b>	

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

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

**AN ORDINANCE APPROVING AN AGREEMENT BETWEEN ALLSTATE CONSULTANTS, LLC AND THE CITY OF SEDALIA, MISSOURI FOR ENGINEERING SERVICES RELATED TO A TRAFFIC IMPACT STUDY.**

WHEREAS, the City of Sedalia, Missouri desires to update the 2008 Traffic Impact Study previously conducted by Allstate Consultants, LLC for \$13,800.00. The proposed agreement for engineering services is attached hereto and incorporated herein by reference as Exhibit A.

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

**Section 1.** The Council of the City of Sedalia, Missouri approves and accepts the terms of the said agreement in substantially the same form and content as proposed in Exhibit A.

**Section 2.** The City Administrator is authorized to accept the said agreement and the City Clerk is hereby authorized and directed to file in her office the said agreement.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 18th day of June, 2012.

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

Approved by the Mayor of said City this 18th day of June, 2012.

ATTEST:

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

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



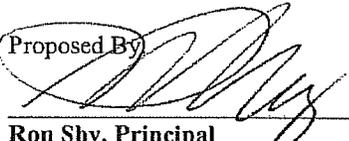
**SCOPE AND SCHEDULE OF WORK ADDENDUM**

This Addendum describes the scope and schedule of work to be performed by Allstate Consultants in connection with a **TRAFFIC IMPACT STUDY** in **SEDALIA, MO** and this Addendum is incorporated by reference into the attached Agreement for Engineering Services. The anticipated scope of work is as follows:

1. Vehicular turning movement counts of the following five intersections:
  - US Highway 50 and Oak Grove Lane
  - West Main Street and Oak Grove Lane
  - Main Street Road/Leroy Vandyke Avenue and Curry Drive
  - US Highway 50 and Granny Lane
  - Wisconsin Avenue and Oak Grove Lane

If additional intersection counts are needed, this scope and agreement can be revised accordingly.

2. Utilizing previous analysis completed by Allstate Consultants for the Menards Traffic Impact Study (April 2008) and updated development assumptions provided by the City of Sedalia, Allstate will examine the amount of development that can take place before the study intersections experience operational failure.
3. Evaluate the "Improvements B" scenario proposed in the Menards Traffic Impact Study with the updated volumes derived in this study.
4. Develop and analyze two other improvement alternatives for the study area. If analysis of more than two other improvement alternatives is requested, this scope and agreement can be revised accordingly.

Proposed By:   
\_\_\_\_\_  
**Ron Shy, Principal**  
**Allstate Consultants LLC**

Accepted By: \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_  
Print Name/Title

**ADDENDUM A – STANDARD TERMS AND CONDITIONS**

**Allstate Consultants LLC (the Firm)** shall perform the professional services outlined in this agreement for the stated fee agreement. The Firm will perform the services in a timely manner with due and reasonable diligence consistent with sound professional practices. The Firm will perform services under this Agreement in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

**Access to Site:** Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The Firm will take precautions to minimize damages due to these activities but have not included in the fee the cost of restoration of any resulting damage.

**Fee:**

A **Fixed fee**, if stated, shall constitute the total compensation due.

A **Percentage fee**, if stated, shall be calculated on the basis of the total cost of the work designed and specified by the firm.

An **Estimated fee**, if stated, will be calculated on an hourly basis, and the estimate shall not be exceeded by more than twenty percent without written approval of the Client.

A **Not-To-Exceed fee**, if stated, will be calculated on an hourly basis, and will not be exceeded without prior written approval of the Client.

An **Hourly fee**, if stated, will be based on the actual hours expended on the project and will be calculated on an hourly basis.

**Hourly Rate:** Where the fee is to be calculated on an hourly basis, the rates shall be as follows:

PRINCIPAL.....	\$130.00
ENGINEER III.....	\$120.00
ENGINEER II.....	\$110.00
ENGINEER I.....	\$100.00
INVESTIGATIVE ENGINEER III.....	\$200.00
INVESTIGATIVE ENGINEER II.....	\$175.00
INVESTIGATIVE ENGINEER I.....	\$150.00
TECHNICIAN VI/SURVEYOR III.....	\$105.00
TECHNICIAN V/SURVEYOR II.....	\$95.00
TECHNICIAN IV/SURVEYOR I.....	\$80.00
TECHNICIAN III.....	\$70.00
TECHNICIAN II.....	\$50.00
TECHNICIAN I.....	\$35.00
CREW (1 MAN).....	\$110.00
CREW (2 MEN).....	\$130.00
CREW (3 MEN).....	\$140.00
INVESTIGATOR IV.....	\$110.00
INVESTIGATOR III.....	\$100.00
INVESTIGATOR II.....	\$75.00
INVESTIGATOR I.....	\$60.00
EXPERT TESTIMONY II.....	\$350.00
EXPERT TESTIMONY I.....	\$200.00
GPS RECEIVERS (PER UNIT).....	\$111.00/day
TRAFFIC COUNTERS (PER UNIT).....	\$35.00/day
MILEAGE.....	IRS Rate
ATV (PER UNIT).....	\$111.00/day
EXPENSES (Lodging, Meals, Printing, Research, & etc.).....	Actual Cost

**Annual Rate Increase:** Rates will be adjusted annually. Adjusted rates will be incorporated and billed into applicable agreements and contracts.

**Reimbursable Expenses:** The Client shall reimburse the Firm to direct expenses incurred during performance of the service, including printing charges, taxes, mileage, public transportation cost, tolls, permit fees, equipment rentals, long distance communication, and other miscellaneous expenses.

**Billing/Payments:** Statements for the Firm's services shall be submitted at the completion of the project. Statements shall be due upon receipt and payable within 30 days after their date. Payments shall not be contingent upon any other payments to the Client by others. If not paid within 30 days, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of all services. Payments to the Firm shall not be withheld, postponed or made contingent on the construction, completion or success of the project. No withholdings, deductions or offsets shall be made from the Firm's compensation for any reason.

**Indemnification:** The Client shall indemnify and hold harmless the Firm and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the firm), or anyone for whose acts they may be liable.

**Project Responsibilities:** Neither the professional activities of the Firm nor the presence of the employees at a construction site, shall relieve any Contractor or any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Client agrees his Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Client's agreement with the Contractor.

**Termination of Services:** The Agreement may be terminated by the Client or the Firm after seven days written notice should the other fail to perform its obligation hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses, and termination expenses.

**Ownership of Documents:** All documents produced by the Firm under this agreement shall remain the property of the Firm and may not be used by the Client for any other endeavor without the written consent of the Firm. The "original" plat shall be returned to the firm after recording in the Boone County records.

**Applicable Laws:** Unless otherwise specified, this agreement shall be governed by the laws of the State of Missouri.

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

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

**AN ORDINANCE AMENDING ORDINANCE NO. 9940 BY CREATING A NEW CLASSIFICATION AND JOB DESCRIPTION FOR COURT SUPERVISOR.**

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

**Section 1.** Ordinance No. 9940 is hereby amended by creating and adding a new employment classification and job description for the efficient operation of the City of Sedalia, as follows:

**COURT SUPERVISOR** – Finance Department. Said job description is attached hereto 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 18<sup>th</sup> day of June 2012.

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

Approved by the Mayor of said City this 18<sup>th</sup> day of June 2012.

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

ATTEST:

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



# CITY OF SEDALIA, MISSOURI

## Job Description

<b>Job Title:</b>	Court Supervisor		
<b>Department:</b>	Finance		
<b>Supervisor:</b>	Finance Director		
<b>Date:</b>	June 2012	<b>Position No.</b>	FIN/6
<b>FLSA Status:</b>	Non-Exempt	<b>Random Substance Testing:</b>	N

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### **Job Summary:**

This position is responsible overseeing the collecting of fines and maintaining court records for the Sedalia Municipal Court and the efficient operation of the Court Division.

### **Job Scope:**

The purpose of this position is to provide supervision and support for all functions of the municipal court to help ensure the efficient operation of the court in compliance with all applicable laws and procedures for the City of Sedalia and the State of Missouri.

### **Essential Duties and Responsibilities:**

1. Oversees and assists in the preparation of the court workload which may include the preparing of dockets, matching all paperwork, cash bonds, workbook entries to defendant's name.
2. Processes and helps prepare tickets, summonses, and arrest warrants.
3. Oversees and assists in maintaining records of case dispositions.
4. Assist prosecutor as directed.
5. Oversees and assists in the collection of all monies for court fines and citations, ensures that receipts are issued for all transactions and assists in reconciling bank balances and deposits.
6. Ensures that balances of cash drawer; payments; and bank deposits are in compliance with applicable city standards, the Justice Information System, and common acceptable accounting methods.
7. Oversees and assists in the proper coding of traffic tickets which may include entering data for traffic tickets and complaint forms into the court system software.
8. Sorts and files docket sheets and court paperwork as necessary for the efficient operation of the court.

9. Answers questions pertaining to court procedures and fines.
10. Assists in providing training for employees.
11. Assists Judge during court sessions: collects fines, prepares payment agreements, retrieves files and papers, and prepares letters of incarceration.
12. Performs general clerical duties.
13. Ensures that the bond account is maintained and in balance.
14. Prepares monthly cash receipts report and other reports as required.
15. Assists in the acceptance of restitution payments; may record and disburse payments via certified mail.
16. Ensures that background checks for government agencies and for military are prepared in compliance with law.
17. Assist in the processing of all Court mail.
18. Supervises and performs evaluations of all personnel assigned to the Court under the direction of the Finance Director.
19. Attends conferences, seminars, workshops, and other training as necessary for professional development.
20. Performs other related duties as assigned.

**The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements does not exclude them from the position if the work is similar or related to the position.**

**Minimum Qualifications:**

1. High School diploma or GED
2. 3 years experience in an administrative capacity within a business environment or other similar related experience.
3. Knowledge of accounting procedures, municipal court operation, and the Justice Information System preferred.
4. Ability to be bonded
5. Missouri driver's license

**Necessary Knowledge, Skills, and Abilities:**

1. Knowledge of basic accounting and mathematics.
2. Ability to acquire knowledge of court procedures and applicable State laws.
3. Ability to acquire knowledge of statutes pertaining to the release of open and closed records.
4. Skill in maintaining confidential records and reports.
5. Skill in operating standard office equipment.
6. Skill in operating a computer and various software programs.
7. Skill in dealing with the public, public officials, and other City employees.
8. Skill in oral and written communication.

**Guidelines:**

1. City codes and ordinances, State laws and regulations.
2. Court procedures set by the Judge.
3. Administrative rules set forth by the judicial system.
4. Procedures set forth by the Finance Director.
5. Administrative rules and procedures required by the Justice Information System.
6. Guidelines may require independent judgment, selection, and interpretation in application.

**Complexity:**

The work consists of varied duties related to maintaining an efficient court operation under the direction of the Municipal Judge and the Finance Director. The number of guidelines and steps to be followed contributes to the complexity of the work.

**Principal Working Relationships:**

Co-workers, law enforcement officers, judges, lawyers, defendants, Police Department personnel, probation officers, military agencies, and the general public, other city employees.

**Purpose of Contacts:**

Contacts are typically to give or exchange information, provide services, resolve problems, motivate or influence persons, and clarify, justify, defend, negotiate, or settle matters.

**Supervisory and Management Responsibility:**

This position has functional supervision over Court Clerks assigned to the Municipal court.

**Physical Demands:**

**The physical demands described here are representative of those that must be met by an employee to perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.**

The work is typically performed while sitting at a desk or table with intermittent standing or stooping. Some reaching and bending may be required. The employee occasionally lifts light and heavy objects, and may be required to distinguish between shades of color.

**Work Environment:**

The work is mostly sedentary and typically is performed in an office. Work may involve the prolonged use of the telephone and personal computer equipment.

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

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

**AN ORDINANCE APPROVING A LEASE AND OPTION TO PURCHASE AGREEMENT BETWEEN THE BENTON COUNTY HISTORICAL SOCIETY FOR REAL PROPERTY KNOWN AS 1660 HILLTOP DRIVE, WARSAW, MISSOURI FROM THE CITY OF SEDALIA, MISSOURI D/B/A BOTHWELL REGIONAL HEALTH CENTER.**

WHEREAS, the City of Sedalia, Missouri d/b/a/ Bothwell Regional Health Center is proposing to lease with an option to purchase the real estate located at 1660 Hilltop Drive (formerly known as the Truman Lake Clinic) in the City of Warsaw, Missouri to the Benton County Historical Society. The Board of Trustees of Bothwell Regional Health Center have previously approved said lease with option to purchase as proposed. The proposed lease and option to purchase are attached hereto and incorporated herein by reference as Exhibit A.

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

**Section 1.** The Council of the City of Sedalia, Missouri approves and accepts the terms of the said lease and option to purchase in substantially the same form and content as proposed in Exhibit A.

**Section 2.** The Council of the City of Sedalia, Missouri, hereby approves and accepts the real estate transaction by and between the Benton County Historical Society and the City of Sedalia, Missouri d/b/a Bothwell Regional Health Center for the property located at 1660 Hilltop Drive, Warsaw, Missouri.

**Section 3.** The Mayor is authorized to accept the said agreement and the City Clerk is hereby authorized and directed to file in her office the said agreement after recording said agreement and ordinance with the Benton County Recorder of Deeds.

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 18th day of June, 2012.

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

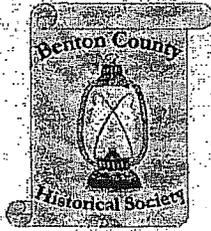
Approved by the Mayor of said City this 18th day of June, 2012.

ATTEST:

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

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

Lighting the Future...



By Remembering the Past

# Benton County Historical Society

119 W. Main, PO Box 1082

Warsaw, MO 65355

(660) 438-2304

www.bchs-mo.com

May 7, 2012

Luke Beaman  
Golden Key Realty  
18889 Cedar Gate Drive  
Warsaw, MO. 65355

Re: Commercial Lease with Option to Purchase

By a majority vote the Benton County Historical Society Board of Directors on this date authorizes its president, Jim Weaver, the authority to complete the real estate transactions with City of Sedalia d.b.a. Bothwell Regional Health Center for a five-year lease of the property at 1660 Hilltop Drive in Warsaw, MO for \$2400 per year, payable at the beginning of each lease year, and an Option to Purchase Real Estate agreement for this same property at \$300,000 within the five-year lease period.

Specific terms and conditions of the real estate transactions will be detailed in the Commercial Lease and Option to Purchase Real Estate documents prepared by Reece Nichols Golden Key Realty as agreed to and authorized with the Benton County Historical Society President, Jim Weaver.

Sincerely,

Benton County Historical Society Board of Directors

President: James Beaman

Vice President/Treasurer: Marcus Wellborn

Secretary: Cynthia Bolinger

Board Member: Wm. D. Hughes Board Member: Sandra J. Owen

Board Member: Marsha Eaton Board Member: \_\_\_\_\_

Board Member: Marty Weaver Board Member: \_\_\_\_\_



MISSOURI ASSOCIATION OF REALTORS®

## Commercial Lease

*This document has legal consequences. If you do not understand it, consult your attorney.*

**This Form Should Be Used Under the Supervision of an Attorney in  
Complex Transactions or in Leases that Are Not Short-Term.**

1 THIS LEASE, made and entered into as of February 21, 2012, by and between  
2 City of Sedalia d.b.a Bothwell Regional Health Center (Name of Owner if  
3 signed by Owner) Owner, 601 E. 14th St. Sedalia, Mo. 65301 (Owner's Address)  
4 or, David Hallsell CEO (Name of Manager if signed by Manager)  
5 Manager, Benton County Historical Society (Manager's Address)  
6 who is authorized by Owner to accept service of process and to receive all notices and demands from Tenant, which  
7 Owner and Manager are hereinafter referred to as "Landlord", and Benton County Historical Society  
8 hereinafter referred to as "Tenant".

9 **WITNESSETH THAT** for good and valuable consideration, Landlord leases to Tenant and Tenant leases from  
10 Landlord, the Premises together with the nonexclusive right to use the common areas (if any) in and about any building of  
11 which the Premises form a part, on the terms described in this Lease.

12 1. **BASIC TERMS:** The following basic terms shall apply to this Lease.

13 "Term": A period of 5 years starting on June 1, 2012, and ending on June 1, 2017.

14 "Premises": The Premises identified as and having an address of 1660 Hilltop Dr. Warsaw, Mo.  
15 as the same may be more particularly described in Addendum A [check here if attached ], [complete the following if it  
16 applies] containing approximately 5980 square feet in the shopping center or multiple tenancy building  
17 commonly known as \_\_\_\_\_.

18 "Prepaid Rent": \$ 0.00 representing payment of the first monthly installment of rent for the Term.

19 "Proportionate Share": Tenant's percentage of rentable floor space in the entire shopping center or multiple  
20 tenancy building agreed by Landlord and Tenant to equal [complete if applicable] 100 %.

21 "Reimbursements": Tenant shall pay Landlord as additional rent its Proportionate Share of

22 [Check one]  all  the "Increase" in, or  no operating expenses;

23 [Check one]  all  the "Increase" in, or  no real estate taxes and installments of either general or special  
24 assessments; and

25 [Check one]  all  the "Increase" in, or  no premiums for fire and extended coverage insurance.

26 "Increase" shall mean the increase in such amount over and above the amount for the last calendar year prior to  
27 the calendar year in which the Term starts.

28 "Rent": Payable in monthly installments of \$ 200.00, in advance, at \_\_\_\_\_  
29 or at such other place as Landlord shall designate by notice.

30 "Security Deposit": \$ 0.00

31  (Check if applicable and complete) See attached addendum(s): \_\_\_\_\_

32 2. **PAYMENT OF RENT:** Tenant agrees to pay the monthly installments of rent in advance on the first day of each  
33 and every month during the Term and any extensions or renewals thereof, without demand, except that Tenant shall pay  
34 the first monthly installment concurrently with the execution of this Lease. If the Term commences or ends on a day other  
35 than the last day of a calendar month, the monthly installment of rent for such month shall be prorated on a daily basis.  
36 Tenant's covenant to pay rent shall be independent of every other covenant set forth in this Lease and Tenant shall have  
37 no right of deduction or set-off whatever. Landlord shall use due diligence to give possession as scheduled above and  
38 rent shall abate (prorated on a daily basis) for the period of any delay in so doing, but such delay will not change the  
39 scheduled expiration of the Term. Tenant shall make no other claim against Landlord for such delay.

40 3. **PERCENTAGE RENT:** This paragraph applies to any lease permitting a retail use. Tenant shall pay as  
41 percentage rent for each Lease year the amount, if any, by which \_\_\_\_\_ percent (0 %) of the amount of  
42 Tenant's Gross Sales (as defined below) during such Lease year exceeds the basic fixed rent for such Lease year. The  
43 first Lease year shall commence on the first day of the first full calendar month of the Term and shall end at the close of  
44 the twelfth full calendar month of the Term; thereafter, each Lease year shall consist of consecutive periods of twelve (12)  
45 full calendar months. "Gross Sales" shall include the aggregate of all sales and charges for services rendered or  
46 performed, whether wholesale or retail, and whether cash or credit, made in, upon or from the Premises, and all of its  
47 departments, or made by concessionaires, but shall not include sales taxes or similar taxes collected from customers for

48 governmental agencies, federal, state or local, sales to employees at discount, nor returns, refunds or allowances made  
49 by Tenant to its customers. Tenant shall pay such percentage rent within fifteen (15) days after the last day of each  
50 quarter of Tenant's fiscal year. Tenant uses a fiscal year ending on n/a.

51 **4. SECURITY DEPOSIT:** Tenant shall pay Landlord the security deposit described above upon execution of this  
52 Lease. Landlord shall hold the security deposit without interest as security for the payment of rent and any other  
53 payments now or which may become due Landlord under this Lease and as security for the faithful performance by  
54 Tenant of all the terms of this Lease. Landlord shall return the security deposit to Tenant after the expiration of this Lease  
55 or of any renewal or extension thereof or upon the termination without the fault or default of Tenant, provided Tenant shall  
56 have made all such payments and performed all the terms of this Lease. Nothing in this paragraph shall be deemed to  
57 limit the amount of any claim, demand, or cause of action of Landlord against Tenant under this Lease.

58 **5. USE OF PREMISES:** Tenant agrees to use and occupy the Premises solely as museum/storage of items  
59 and for no other purpose without the prior written consent of Landlord in each or any event, which written consent shall be  
60 at Landlord's discretion.

61 **6. INSURANCE; INDEMNITY; LIABILITY:** Tenant shall comply with all insurance regulations so the lowest fire,  
62 lightning, explosion, extended coverage and liability insurance rates may be obtained; and nothing shall be done or kept in  
63 or on the Premises by Tenant or which will cause cancellation of any such insurance or which will cause an increase for  
64 the premium for any such insurance on the Premises or on any shopping center or multiple-tenancy building of which the  
65 Premises form a part or on any contents located therein, over the premium usually charged for the proper use of the  
66 Premises as permitted by this Lease. On demand, Tenant shall reimburse Landlord for insurance premiums if so  
67 provided in "Basic Terms" at section 1, prorated on a daily basis for any partial year.

68 Tenant shall at all times indemnify, defend and hold harmless Landlord from all loss, liability, cost, or damages that  
69 may occur or be claimed with respect to any person, entity, or property, on or about the Premises or to the Premises itself  
70 resulting from any act or omission of Tenant, its agents, employees, invitees, or any person on the Premises related to  
71 Tenant's use, occupancy, non-use, or possession of the Premises and any and all loss, cost, liability or expense resulting  
72 therefrom except to the extent caused by Landlord's willful misconduct or gross negligence. Tenant shall maintain the  
73 Premises in a safe and careful manner. Tenant shall maintain adequate insurance on its personal property used or kept in  
74 the Premises and shall maintain comprehensive public liability insurance with a responsible insurance company, licensed  
75 to do business in Missouri and satisfactory to Landlord, properly protecting and indemnifying Landlord in an amount of not  
76 less than One Million DOLLARS (\$1,000,000.00) for injury to or death of any one person,  
77 One Million DOLLARS (\$1,000,000.00) for personal injury to or death of two or  
78 more persons arising out of any one occurrence and not less than Five Hundred Thousand  
79 DOLLARS (\$500,000.00) with respect to property damage. Tenant shall furnish Landlord with a certificate or certificates  
80 of insurance covering such insurance so maintained by Tenant.

81 **7. SIGNS AND ADVERTISEMENTS:** Tenant shall not put upon nor permit to be put upon any part of the Premises,  
82 any signs, billboards or advertisements whatsoever without the prior written consent of Landlord.

83 **8. ACCEPTANCE, MAINTENANCE AND REPAIR:** Tenant has inspected and knows the condition of the Premises  
84 and accepts the same in its present condition (subject to ordinary wear, tear, and deterioration if the Term commences  
85 after the date hereof, and to the rights of present or former occupant or occupants, if any, to remove movable property).  
86 Tenant shall keep in good repair and condition and, when necessary, will replace all parts of the Premises (except those  
87 for which Landlord is expressly responsible under this Lease), including, without limitation, docks, utility service lines from  
88 the point where such lines enter any building of which the Premises form a part, interior walls, inside surfaces of exterior  
89 walls, fixtures, floor coverings, lighting fixtures, heating, ventilating, air-conditioning, plumbing, sprinkler system, glass,  
90 windows, doors, elevator, electrical and other mechanical equipment, appliances and systems, improvements made by  
91 and at the expense of Tenant, Tenant's property (including, without limitation, Tenant's signs and advertisements), and, if  
92 included in the Premises, railroad tracks, driveways, approaches, sidewalks, parking areas and adjacent alleys. If  
93 included in the Premises, Tenant will regularly water, mow, trim, fertilize and otherwise maintain lawns, shrubs, plants,  
94 trees and other landscaping, will prevent water pipes from freezing, will clean, remove snow and ice from, prevent  
95 damage to by placement or movement of trash containers, trailers, or dollies on, repaint, repave, and repair such railroad  
96 tracks, driveways, approaches, sidewalks, parking areas and adjacent alleys. Tenant will not store personal property  
97 anywhere outside of a building without the prior written consent of Landlord. Tenant shall surrender the Premises broom  
98 clean, in the same condition as when occupied, excluding ordinary wear and tear.

99 **9. MAINTENANCE BY LANDLORD:** Landlord shall keep in repair, ordinary wear and tear excepted, the roof and  
100 exterior walls (exclusive of interior surfaces), gutters and downspouts of any building of which the Premises form a part,  
101 except as to damage arising from the negligence of the Tenant, but nothing herein shall be construed as requiring  
102 Landlord to repair any front or other part installed by the Tenant or glass in windows or doors. Landlord shall have no  
103 duty to make any such repairs until and unless Tenant notifies Landlord, in writing, of the necessity therefor, in which  
104 event Landlord shall have a reasonable time thereafter to make such repairs. Landlord reserves the right to the exclusive  
105 use of the roof and exterior walls which Landlord is so obligated to repair.

106 **10. ENTRY:** Landlord may enter the Premises at reasonable hours to examine the same, to show the same to  
107 prospective lenders and purchasers, and to do anything Landlord may be required to do under this Lease or which  
108 Landlord may deem necessary for the good of the Premises or any building of which the Premises form a part; and,  
independently owned and operated member of the

109 during the last days of this Lease, Landlord may display a "For Rent" sign on and show the Premises to prospective  
110 tenants.

111 **11. SHOPPING CENTER OR MULTIPLE TENANCY BUILDING:** *This paragraph applies if the Premises are a part*  
112 *of a shopping center or multiple tenancy building.* Tenant shall conduct its business in a manner not objectionable to  
113 other tenants of Landlord by taking reasonable steps to reduce noise, vibration, odor, trash or fumes. If Landlord receives  
114 complaints from its other tenants, Tenant, upon notice from Landlord thereof, will promptly modify its conduct to eliminate  
115 such objectionable operations. Subject to the paragraphs captioned "Basic Terms" and "Maintenance by Landlord,"  
116 Tenant shall pay to Landlord, Tenant's Proportionate Share of the operating expenses of any such shopping center or  
117 multiple tenancy building for any common areas (including, without limitation, expenses for security, lighting, painting,  
118 cleaning, snow and ice removal, inspecting, repairing and replacing) incurred by Landlord in its discretion. Tenant shall  
119 make such reimbursements on demand, but no more frequently than monthly. Landlord may, at its option, make monthly  
120 or other periodic charges based upon the estimated annual cost of operating expenses payable in advance but subject to  
121 readjustment based on the actual cost for such year.

122 **12. AUDITS:** Landlord agrees to keep accurate records documenting operating expenses and Tenant agrees to keep  
123 accurate records documenting Gross Sales for a minimum of four (4) years after either incurring such costs or making  
124 such sales. Upon ten (10) days' prior written notice, either party, at its sole cost and expense, may examine the other  
125 party's records (no more than once per year). If such examination reveals a misstatement of four percent (4%) or more  
126 (per year for operating expenses or per quarter for Gross Sales), then the other party shall pay the reasonable cost of  
127 such examination and either refund the overcharged amount or pay additional rent, together with interest thereon of nine  
128 percent (9%) per year payable from the date of the overcharge of operating expenses or underpayment of percentage  
129 rent.

130 **13. DAMAGE BY CASUALTY:** If the Premises or any building of which the Premises form a part shall be destroyed  
131 or shall be so damaged by fire or other casualty, as to become untenable, then, at Landlord's option, this Lease shall  
132 terminate from the date of such damage or destruction and Tenant shall immediately surrender the Premises to Landlord,  
133 and Tenant shall pay rent, prorated on a daily basis, to the time of such surrender; provided, however, that Landlord shall  
134 exercise its option to terminate this Lease by written notice to Tenant within       7       days after such  
135 damage or destruction. If Landlord does not elect to terminate this Lease, then this Lease shall continue in full force and  
136 Landlord shall repair the Premises using reasonable diligence to put the same in as good a condition as prior to the  
137 damage or destruction, and for that purpose may enter the Premises. Rent shall abate in proportion to the extent and  
138 duration of untenability. In either event, Tenant shall remove all rubbish, debris, merchandise, furniture, equipment  
139 and other of its personal property within ten (10) days after the request of the Landlord. If the fire or other casualty does  
140 not render the Premises untenable and unfit for occupancy, then Landlord shall repair the same using reasonable  
141 diligence but rent shall not abate. Tenant shall have no claim for compensation or otherwise resulting from the  
142 inconvenience or annoyance arising from such repairs of any portion of any building or the Premises, however occurring.

143 **14. PERSONAL PROPERTY:** Landlord shall not be liable for any loss or damage to any merchandise, inventory,  
144 goods, fixtures, improvements or personal property in or about the Premises, regardless of the cause of such loss or  
145 damage.

146 **15. ALTERATIONS:** Tenant shall not make any alterations or additions in or to the Premises without the prior written  
147 consent of Landlord.

148 **16. UTILITIES OR SERVICES:** Tenant shall furnish and pay for all electricity, gas, water, fuel, trash removal and any  
149 services or utilities used in or assessed against the Premises, unless otherwise expressly provided in this Lease.

150 **17. PUBLIC REQUIREMENTS:** Tenant shall comply with all laws, orders, ordinances, and other public requirements  
151 now or hereafter affecting the Premises or the use thereof, including, without limitation, environmental laws and  
152 accessibility laws, and indemnify, defend and hold Landlord harmless from expense or damage resulting from failure to do  
153 so.

154 **18. FIXTURES:** All building repairs, alterations, additions, improvements, installations, and other fixtures, by  
155 whomsoever installed or erected (except for such business trade fixtures and equipment belonging to Tenant as Tenant  
156 can remove without damage to the Premises or building) shall belong to Landlord and remain on and be surrendered with  
157 the Premises at the expiration of this Lease. However, at Landlord's option, Tenant shall remove Tenant's alterations or  
158 improvements prior to the expiration of this Lease and return the Premises to their original condition.

159 **19. REAL ESTATE TAXES AND ASSESSMENTS:** On demand, Tenant shall reimburse Landlord for real estate  
160 taxes and installments of either general or special assessments, if so provided in the paragraph captioned "Basic Terms,"  
161 prorated on a daily basis for any partial year.

162 **20. EMINENT DOMAIN:** If the Premises or any substantial part thereof shall be taken by any competent authority  
163 under the power of eminent domain or be acquired for any public or quasi-public use or purpose, this Lease shall  
164 terminate upon the date when the possession of the Premises or the part thereof so taken shall be required for such use  
165 or purpose and without apportionment of the award, and Tenant shall have no claim against Landlord for the value of any  
166 unexpired Term. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of  
167 Landlord's building or the land under it or if the grade of any street or alley adjacent to the building is changed by any  
168 competent authority and such change of grade makes it necessary or desirable to remodel the building to conform to the  
169 changed grade, Landlord shall have the right to cancel this Lease after having given written notice of cancellation to  
Reese and Nichols Alliance, Inc.

170. Tenant not less than ninety (90) days prior to the date of cancellation designated in the notice. In either case, rent at the  
 171. then current rate shall be apportioned as of the date of the termination. No money or other consideration shall be payable  
 172. by the Landlord to the Tenant for the right of cancellation and Tenant shall have no right to share in the condemnation  
 173. award or in any judgment for damages caused by the taking or change of grade. Nothing in this paragraph shall preclude  
 174. an award being made to Tenant for loss of business or depreciation to and cost of removal of equipment or fixtures.

175. **21. SUBROGATION:** In consideration of this Lease, each of the parties to this Lease releases each other from all  
 176. liability for damage due to any act or neglect of the other party (except as hereinafter provided) occasioned to property  
 177. owned by parties resulting from a fire or any other casualty against loss for which either of the parties is now carrying or  
 178. hereafter may carry insurance; provided, however, that such releases shall not apply to any loss or damage occasioned  
 179. by the willful, wanton, or premeditated negligence of either of the parties. The parties agree that any insurance to their  
 180. respective properties shall contain an appropriate provision whereby the insurer consents to the mutual release of liability  
 181. contained in this paragraph.

182. **22. DEFAULT AND REMEDIES:** If (a) Tenant fails to comply with any term of this Lease; (b) Tenant deserts or  
 183. vacates the Premises; (c) any petition is filed by or against Tenant in bankruptcy or under any similar law; (d) Tenant  
 184. becomes insolvent or makes a transfer in fraud of creditors; (e) Tenant makes an assignment for the benefit of creditors;  
 185. or (f) a receiver is appointed for Tenant or any of the assets of Tenant, then in any of such events, Tenant shall be in  
 186. default and Landlord shall have the option to do any one or more of the following: upon ten (10) days' prior written notice,  
 187. excepting the payment of rent or additional rent for which no demand or notice shall be necessary, in addition to and not  
 188. in limitation of any other remedy permitted by law, to enter upon the Premises or any part thereof either with or without  
 189. process of law, and to expel, remove and put out Tenant or any other persons who might be thereon, together with all  
 190. personal property found therein; and Landlord may terminate this Lease or it may from time to time, without terminating  
 191. this Lease, rent the Premises or any part thereof for such term or terms (which may be for a term extending beyond the  
 192. Lease Term) and at such rent and upon such terms as Landlord in its sole discretion may deem advisable, with the right  
 193. to repair, renovate, remodel, redecorate, alter and change the Premises. At the option of Landlord, rents received by  
 194. Tenant from such reletting shall be applied first to the payment of any indebtedness from Tenant to Landlord, rents  
 195. received by Landlord from such reletting shall be applied first to the payment of any indebtedness from Tenant to Landlord,  
 196. other than rent and additional rent due hereunder, second, to payment of any costs and expenses of such reletting,  
 197. including, without limitation, attorneys' fees, advertising fees and brokerage fees, and to the payment of any repairs,  
 198. renovation, remodeling, redecoration, alterations and changes in the Premises; third, to the payment of rent, additional  
 199. rent and interest, due and payable under this Lease, and, if after applying such rents against the rent and additional rent  
 200. and interest Tenant must pay Landlord under this Lease there remains a deficiency, Tenant shall pay any such deficiency  
 201. to Landlord as calculated and collected by Landlord monthly. No such re-entry or taking possession of the Premises shall  
 202. be construed as an election on Landlord's part to terminate or accept a surrender of this Lease unless Landlord gives  
 203. Tenant a prior written notice of such intention. Notwithstanding any such reletting without termination, Landlord may at  
 204. any time thereafter elect to terminate this Lease for such previous breach and default. Should Landlord at any time  
 205. terminate this Lease by reason of any default, in addition to any other remedy it may have, it may recover from Tenant the  
 206. worth at the time of such termination of the excess of the amount of rent and additional rent reserved in this Lease for the  
 207. balance of the Lease Term over the then reasonable rental value of the Premises for the same period. Landlord shall  
 208. have the right and remedy to seek redress in the courts at any time to correct or remedy any default of Tenant by  
 209. injunction or otherwise, without such result being deemed a termination of or acceptance of surrender of this Lease, and  
 210. Landlord, whether this Lease has been terminated or not, shall have the absolute right by court action or otherwise to  
 211. collect any and all amounts of unpaid rent or unpaid additional rent or any other sums due from Tenant to Landlord under  
 212. this Lease which were or are unpaid at the date of termination. If Landlord uses an attorney to enforce its rights or to  
 213. collect any amount payable by Tenant under this Lease, then in each case Tenant shall pay Landlord's reasonable  
 214. attorney's fees and expenses.

215. **23. WAIVER:** The rights and remedies of the Landlord under this Lease, as well as those provided or accorded by  
 216. law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. A  
 217. waiver by Landlord of any breach or breaches, default or defaults, of Tenant hereunder shall not be deemed to be a  
 218. continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent  
 219. breach or default; and it is agreed that the acceptance by Landlord of any installment of rent subsequent to the date the  
 220. same should have been paid hereunder shall in no manner alter or affect the covenant and obligation of Tenant to pay  
 221. subsequent installments of rent promptly upon the due date thereof. No receipt of money by Landlord after termination of  
 222. this Lease in any way shall reinstate, continue or extend the Term.

223. **24. REAL ESTATE COMMISSION:** Landlord agrees that the Broker(s) identified in section 37 (the "Broker(s)"), is  
 224. (are) the only real estate broker(s) involved in representing or procuring the parties to this Lease. Upon execution of this  
 225. Lease by both Landlord and Tenant, Landlord will pay Broker(s) a commission of see agreement pursuant to the  
 226. agreement between the Landlord and the Broker(s). Upon execution of any extensions or renewal of this Lease, or  
 227. expansions of the Premises, Landlord will pay Broker(s) a commission of 0% on all rents to be  
 228. received for any such extensions or renewals and on all increases in the amount of rent due Landlord as a result of any  
 229. expansions of the Premises. If Tenant purchases the Premises, Landlord shall pay Broker(s) a commission of  
 230. see agreement.

231.  (Check if applies). Compensation to the Broker(s) will be paid by Seller

An independently owned and operated member of the  
 Reaco and Nichols Alliance, Inc.

- 232 25. **HOLDING OVER:** If Tenant holds over after the Term or any renewal or extension thereof, Tenant will pay a  
233 minimum of double rent for the entire hold-over period, and, unless Landlord and Tenant enter a written "hold-over  
234 agreement" expressly identified as such, Tenant shall be deemed a trespasser and shall have no right to the Premises  
235 whatsoever. Tenant shall further be liable to Landlord for all direct and consequential damages caused by such hold-over  
236 and for all attorneys' fees and expenses incurred by Landlord in enforcing its rights under this Lease.
- 237 26. **ASSIGNMENT AND SUBLETTING:** Tenant may not assign this Lease or allow it to be assigned by operation of  
238 law or otherwise, or sublet the Premises or any part thereof, or use or permit the Premises to be used for any purpose not  
239 permitted by this Lease without the prior written consent of Landlord to each such assignment, sublease, or change in  
240 use, which consent will not be unreasonably withheld.
- 241 27. **ESTOPPEL CERTIFICATE:** Tenant shall, from time to time upon not less than ten (10) days' prior written request  
242 by Landlord, deliver to Landlord a written certificate stating as follows: that this Lease is unmodified and in full force, or if  
243 modified, that the Lease as modified is in full force, the dates to which rent or other charges have been paid, and that  
244 Landlord is not in default under this Lease except for such defaults, if any, described in detail in such certificate.
- 245 28. **SUBORDINATION:** If Landlord holds title to the Premises under a lease, then this Lease, as a sublease, shall  
246 remain subject to the terms of the underlying lease. This Lease shall also be subject and subordinate in law and equity to  
247 any existing or future mortgage or deed of trust placed by Landlord upon these Premises or the property of which the  
248 Premises form a part. Upon request, Tenant shall execute any documents reasonably required to confirm such  
249 subordination.
- 250 29. **QUIET POSSESSION:** Landlord agrees that if Tenant performs fully all of its obligations under this Lease, Tenant  
251 shall and may peaceably and quietly have, hold and enjoy the Premises; provided that such covenant of quiet enjoyment  
252 shall only bind the named Landlord, its heirs, successors, or assigns during such party's ownership of the Premises.  
253 Landlord and Tenant further represent that each has full right, title, power and authority to make, execute and deliver this  
254 Lease.
- 255 30. **SUCCESSORS AND ASSIGNS:** All the covenants, agreements and conditions herein contained shall extend to  
256 and be binding upon the respective successors, heirs, executors, administrators, assigns, receivers or other personal  
257 representatives of the parties to this Lease. Neither this Lease nor any interest therein shall pass to any trustee or  
258 receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors by operation of law or otherwise.  
259 Upon request, Tenant shall attorn to any successor to Landlord and shall execute any documents reasonably required to  
260 carry out such attornment.
- 261 31. **INTEREST:** All unpaid amounts due Landlord under this Lease shall bear interest at the rate of 10  
262 percent per year from the due date until paid.
- 263 32. **ENTIRE AGREEMENT:** This Lease supersedes all prior negotiations and agreements between the parties  
264 hereto. The parties have made no representations, warranties, understandings or agreements other than those expressly  
265 set forth herein.
- 266 33. **AMENDMENTS:** This Lease may be amended or modified in whole or in part only by a written agreement  
267 executed in the same manner as this Lease and making specific reference thereto.
- 268 34. **CONSTRUCTION:** Unless the context otherwise requires, when used in the Lease, the singular includes the  
269 plural and vice versa, and the masculine includes the feminine and neuter and vice versa. A person is deemed to include  
270 an individual or any entity. If any provisions of this Lease be officially found to be contrary to law, or void as against public  
271 policy or otherwise, such provisions shall be either modified to conform to the laws or considered severable with the  
272 remaining provisions hereof continuing in full force. The titles and headings in this Lease are used only to facilitate  
273 reference, and in no way to define or limit the scope or intent of any of the provisions of this Lease. This Lease may be  
274 executed in two or more counterparts, all of which taken together shall constitute one instrument. All Riders attached to  
275 this Lease and signed or initialed by Landlord and Tenant are incorporated herein by reference. This Lease shall be  
276 governed by the internal laws of Missouri.
- 277 35. **NOTICES:** All notices, consents, approvals, requests, waivers, objections, or other communications (collectively  
278 "Notices") required under this Lease shall be in writing and shall be served by hand delivery, by prepaid United States  
279 certified mail, return receipt requested, or by reputable overnight delivery service guaranteeing next-day delivery and  
280 providing a receipt, and addressed to Tenant at the Premises or to Landlord where rent is payable or at such other  
281 address as either party shall designate by written notice to the other party. Notices shall be deemed effective the day  
282 after mailing or upon the receipt or refusal of either hand delivery or next-day delivery.
- 283 36. **FRANCHISE DISCLOSURE.** *(Broker to check box only if applicable).*  
284  Broker is a member of a franchise and pursuant to the terms of its franchise agreement, the franchisor has no legal  
285 liability for the actions of Broker, despite its use of franchisor's trade name or insignia.
- 286 37. **BROKERAGE RELATIONSHIP.** By signing below, Tenant and Landlord confirm that disclosure of the  
287 undersigned licensee(s) brokerage relationship, as required by law or regulation, was made to the Landlord and/or Tenant  
288 or their respective agents and/or transaction brokers (as the case may be), by said undersigned licensee(s), no later than  
289 the first showing of the Premises, upon first contact, or immediately upon the occurrence of any change to their  
290 relationship.

Reference

R&NLB022112

- 291 Licensee assisting Tenant is a:
- 292 (Check appropriate box)
- 293  Tenant's Limited Agent (acting on behalf of
- 294 Tenant).
- 295  Landlord's Limited Agent (acting on behalf of
- 296 Landlord).
- 297  Dual Agent (acting on behalf of both Tenant
- 298 and Landlord).
- 299  Designated Agent (designated to act on behalf
- 300 of Tenant).
- 301  Transaction Broker Assisting Landlord (not
- 302 acting on behalf of either Tenant or Landlord).
- 303  Subagent of Landlord (acting on behalf of
- 304 Landlord).
- 305 Licensee assisting Landlord is a:
- 306 (Check appropriate box)
- 307  Tenant's Limited Agent (acting on behalf of
- 308 Tenant).
- 309  Landlord's Limited Agent (acting on behalf of
- 310 Landlord).
- 311  Dual Agent (acting on behalf of both Landlord
- 312 and Tenant).
- 313  Designated Agent (designated to act on behalf of
- 314 Landlord).
- 315  Transaction Broker Assisting Landlord (not
- 316 acting on behalf of either Landlord or Tenant).

317 By signing below, the licensee(s) confirm making timely disclosure of its brokerage relationship to the appropriate

318 parties.  
319 Reece & Nichols Golden Key Realty Reece & Nichols Golden Key Realty  
320 Broker's Firm Assisting Tenant (and MLS ID No., if any) Broker's Firm Assisting Landlord (and MLS ID No., if any)

321 By (Signature) \_\_\_\_\_ By (Signature) \_\_\_\_\_  
 322 Licensee's Printed Name Luke Beaman Licensee's Printed Name Luke Beaman  
 323 Address: 18889 Cedar Gate Dr. Address: 18889 Cedar Gate Dr.  
 324 Warsaw, Mo. 65355 Warsaw, Mo. 65355  
 325 Date: May 8, 2012 Date: May 8, 2012  
 326 Facsimile: \_\_\_\_\_ Facsimile: \_\_\_\_\_

- 327 **38. TIMELY AND EXACT PERFORMANCE ARE ESSENTIAL TO THIS LEASE.**
- 328 **39. RIDERS:** The following Riders are attached hereto and incorporated herein as part of this Lease (check all that
- 329 apply)  Option to Purchase (RES-3000)  other \_\_\_\_\_
- 330 **40. ADDITIONAL COVENANTS AND AGREEMENTS:** \_\_\_\_\_

Lease shall allow Tenant to remodel building including removing partition walls that are non-support walls. All  
said remodeling shall be at the tenants expense. All items and debris removed from building during said  
remodeling process shall be disposed of by tenant. Tenant shall not be required to return building to its original  
condition. Tenant shall have possession of the entire building and lot # 13. Tenant shall be allowed to install and  
maintain signs on said premises without consent from Landlord.

331 **IN WITNESS WHEREOF,** the parties have executed this Lease on the date(s) indicated below their respective

332 signatures:

333 **TENANT (for a corporation or other entity)** **LANDLORD (for a corporation)**

334 By James H. Weisman By \_\_\_\_\_

335 President Bentin County Historical Society \_\_\_\_\_

336 Title Title

337 Attest: \_\_\_\_\_ Attest: \_\_\_\_\_

338 \_\_\_\_\_ Secretary \_\_\_\_\_ Secretary

339 \_\_\_\_\_ Secretary \_\_\_\_\_ Secretary

340 **TENANT (for one or more individuals)** **LANDLORD (for one or more individuals)**

341 \_\_\_\_\_

342 \_\_\_\_\_

343 Date \_\_\_\_\_ Date \_\_\_\_\_



MISSOURI ASSOCIATION OF REALTORS®

### Option to Purchase Real Estate

This document has legal consequences. If you do not understand it, consult your attorney.

1. This Option to Purchase Real Estate Contract ("Contract") entered into this 8th day of May, 2012,  
 2 between City of Sedalia d/b/a Bothwell Regional Health Center, Seller  
 3 and Benton County Historical Society, Buyer.

4 **WITNESSETH:**

5 1. For and in consideration of \_\_\_\_\_ Dollars  
 6 (\$0), the receipt of which is acknowledged by Seller, to be deposited with  
 7 n/a (Escrow Agent), Seller does hereby give to Buyer or Buyer's  
 8 assigns, an exclusive right and option to purchase, on the terms and conditions hereinafter set out, the following  
 9 described property located in 1660 Hilltop Dr. Warsaw (City), Benton County, Missouri, to-wit:  
Lot # 13 Truman Hills 2nd addition to Benton County, Mo.

10 2. The sale price shall be the sum of Three Hundred Thousand Dollars  
 11 (\$ 300,000), less the amount paid for this option, to be paid to Seller, in cash upon the delivery of the deed  
 12 conveying the property to Buyer.

13 3. Within ten (10) days after the exercise of this option, the Seller shall deliver to Buyer a commitment to issue an  
 14 owner's policy of title insurance. Any Commitment made hereunder shall be in the amount of the sale price of the  
 15 property, naming the Buyer as the insured and issued by a title insurance company licensed to write title insurance in  
 16 Missouri, which policy shall insure the owner's title to be marketable in fact as called for by this Contract and shall  
 17 provide that a policy shall be issued immediately after the Seller's general warranty deed to the Buyer is placed of  
 18 record. The costs of the owner's title insurance shall be paid by the seller and the premium of  
 19 the mortgagee's title policy, if any, shall be paid by the Buyer.

20 4. In lieu of Seller furnishing title insurance, with the consent of Buyer, Seller shall, within twenty (20) days prior to  
 21 the date of closing, deliver to Buyer an abstract of title to the property certified to date by a competent abstractor,  
 22 showing the title marketable in fact in Seller and taxes, assessments, judgments and mechanics liens of record affecting  
 23 the property, subject, however, to the exceptions herein stated. Buyer shall have ten (10) days after such delivery to  
 24 examine the abstract, and if the title of the property is defective, Buyer shall specify the objections in writing and deliver  
 25 the same to Seller at the office of the listing broker within ten (10) days after such delivery of the abstract. Seller shall  
 26 correct any such defects within a reasonable time, provided that if the defects are not corrected within sixty (60) days  
 27 after notice thereof, Buyer, upon written notice to Seller, may void this Contract, and provided further if the defects  
 28 cannot be corrected, this Contract shall become void and the money paid to Seller and deposited as herein before  
 29 provided shall be returned to Buyer.

30 5. It is understood and agreed that title herein required to be furnished is marketable title as set forth in Title  
 31 Standard 4 of the Missouri Bar. It is also agreed that any encumbrance or defect in the title which is within the scope of  
 32 any of the Title Standards of the Missouri Bar shall not constitute a valid objection on the part of the Buyer, provided the  
 33 Seller furnishes the affidavits, or other title papers, if any, herein before provided for.

34 6. The taxes on the property shall be prorated as of the date of the delivery of the deed.

35 7. The property shall be conveyed by general warranty deed free and clear of all liens, except as herein provided.

36 8. The property shall be conveyed to Buyer or Buyer's assignee. Buyer shall notify Seller, in writing, of any  
 37 assignment and the name of the assignee.

38 9. If any of the improvements on the above property are damaged or destroyed after the date of this instrument  
 39 and this option is exercised, then any monies received on account of the destruction or damage shall be paid to Buyer.

40 10. The deed shall be delivered and the sale closed within thirty (30) days after the exercise of the option, provided
41 that if title is not acceptable at that time, the sale shall be closed within three (3) days after title is accepted by Buyer.
42 The closing shall be at the office of Drake Land Title Co. in
43 Warsaw, Missouri, or such other place as the parties may mutually agree.

44 11. If the option is not exercised by notice in writing prior to midnight of the 15th day of January,
45 2017, the same shall expire and the consideration paid therefor shall be retained by Seller as payment for the
46 granting of this option.

47 12. Notice of election of Buyer to exercise this option shall be delivered to Seller in person, or mailed to Seller by
48 certified United States mail, postage prepaid, addressed to Seller at the address given in this option, and the same shall
49 be deemed to have been delivered on the day it is postmarked.

50 13. This Contract shall be binding upon the personal representatives, executors, administrators, heirs and assigns
51 of Seller, and inure to the personal representatives, executors, administrators, heirs and assigns of Buyer and if
52 accepted be binding upon them.

53 14. SOURCE(S) OF BROKER(S) COMPENSATION OR COMMISSION. (check one, neither or both, as applicable)
54  Seller  Buyer

55 Seller and Buyer each represent and warrant to the other and to the Broker(s), that the Broker(s) identified in the
56 Brokerage Relationship Section below is (are) the only real estate broker(s) involved in this sale.

57 15. BROKERAGE RELATIONSHIP. By signing below, Buyer and Seller confirm their receipt of the Broker
58 Disclosure Form prescribed by the Missouri Real Estate Commission (only applicable if this is a residential real estate
59 transaction), and that disclosure of the undersigned licensee(s) brokerage relationship, as required by law or
60 regulation, was made to the Seller and/or Buyer or their respective agents and/or transaction brokers (as the case may
61 be), by said undersigned licensee(s), no later than the first showing of the Property, upon first contact, or immediately
62 upon the occurrence of any change to their relationship.

- 63 Licensee assisting Buyer is a:
64 (Check appropriate box):
65  Buyer's Limited Agent (on behalf of Buyer).
66  Seller's Limited Agent (on behalf of Seller).
67  Dual Agent (on behalf of both Buyer and Seller).
68  Designated Agent (designated to act on behalf
69 of Buyer).
70  Transaction Broker Assisting Buyer (not acting
71 on behalf of either Buyer or Seller).
72  Subagent of Seller (acting on behalf of Seller).

- 73 Licensee assisting Seller is a:
74 (Check appropriate box)
75  Buyer's Limited Agent (on behalf of Buyer).
76  Seller's Limited Agent (on behalf of Seller).
77  Dual Agent (on behalf of both Seller and Buyer).
78  Designated Agent (designated to act on behalf of
79 Seller).
80  Transaction Broker Assisting Seller (not acting
81 on behalf of either Seller or Buyer).

82 By signing below, the licensee(s) confirm making timely disclosure of its brokerage relationship to the appropriate
83 parties.

84 Reece & Nichols Golden Key Realty
85 Broker's Firm Assisting Buyer (and MLS ID No., if any)
86

Reece & Nichols Golden Key Realty
Broker's Firm Assisting Seller (and MLS ID No., if
any)

87 By (Signature) [Signature]
88 Licensee's Printed Name: Luke Beaman
89 Address: 18889 Cedar Gate Dr.
Warsaw, Mo 65355
90 Date: February 21, 2012
91 Facsimile: \_\_\_\_\_

By (Signature) [Signature]
Licensee's Printed Name: Luke Beaman
Address: 18889 Cedar Gate Dr.
Warsaw, Mo 65355
Date: February 21, 2012
Facsimile: \_\_\_\_\_

93 16. LEAD-BASED PAINT DISCLOSURE. A Disclosure of Information on Lead-Based Paint and/or Lead-Based
94 Paint Hazards (DSC-2000): (check one)  IS  IS NOT attached to this Contract and signed by Seller, Buyer and the
95 listing broker or salesperson.

96 17. FRANCHISE DISCLOSURE. (Broker to check box only if applicable).
97  Broker is a member of a franchise and pursuant to the terms of its franchise agreement, the franchisor has no legal
98 liability for the actions of Broker, despite its use of franchisor's trade name or insignia.

Reference (e.g., Seller & Buyer)

R&NLB022112

99 IN WITNESS WHEREOF, the parties have executed this Contract as of the date set forth below their signatures.

100 SELLER:

SELLER:

101 \_\_\_\_\_

\_\_\_\_\_

102 Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

103 Date: \_\_\_\_\_ Time: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

104 Address: \_\_\_\_\_

Address: \_\_\_\_\_

105 \_\_\_\_\_

\_\_\_\_\_

106 BUYER:

BUYER:

107 *James L. Weidner President BCHS*

\_\_\_\_\_

108 Printed Name: JAMES L WEIDNER

Printed Name: \_\_\_\_\_

109 Date: 5-8-2012 Time: 2:15 PM

Date: \_\_\_\_\_ Time: \_\_\_\_\_

110 Address: PO Box #082 Wauwan, MO 65355

Address: \_\_\_\_\_

111 The receipt of the earnest money deposit is acknowledged by the undersigned salesperson who will deliver it  
112 to Escrow Agent for deposit in an escrow account no later than ten (10) banking days after the date of the last  
113 party to sign this Contract.

114 \_\_\_\_\_

Date: \_\_\_\_\_

115 (Salesperson).

116 NOTE: Acknowledgments only need to be completed if option agreement is to be recorded of record.

117 State of Missouri \_\_\_\_\_ )

118 ) ss.

119 County of \_\_\_\_\_ )

120 On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_  
121 to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that  
122 he/she/they executed the same as his/her/their free act and deed.

123 IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the \_\_\_\_\_ and State  
124 aforesaid, the day and year first above written.

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

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

129 State of Missouri \_\_\_\_\_ )

130 ) ss.

131 County of \_\_\_\_\_ )

132 On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_  
133 to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that  
134 he/she/they executed the same as his/her/their free act and deed.

135 IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the \_\_\_\_\_ and State  
136 aforesaid, the day and year first above written:

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

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

Approved by legal counsel for use exclusively by members of the Missouri Association of Realtors, Columbia, Missouri.  
No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its  
use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that  
amendments to this Contract be made. Last revised 6/14/06. All previous versions of this document are no longer approved.  
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## Office of the Mayor

TO: Members of City Council  
FROM: Mayor Elaine Horn *EH*  
DATE: June 13, 2012  
RE: Appointments to City Boards and Commissions

I would like to make the following recommendations:

### REAPPOINTMENTS:

BOARD	MEMBER	TERM
<b>CENTRAL BUSINESS &amp; CULTURAL DISTRICT BOARD OF DIRECTORS</b>		
	George Esser 500 South Ohio	3 Year Term Expiring 06-2015
	Michelle Swords 300 South Ohio Avenue	3 Year Term Expiring 06-2015
	Douglas Freed 1100 West 4 <sup>th</sup> Street	3 Year Term Expiring 06-2015
	David Esser 712 West 3 <sup>rd</sup> Street	3 Year Term Expiring 06-2015
<b>PUBLIC LIBRARY BOARD</b>		
	Raymond Taylor 705 West Cooper Street	3 Year Term Expiring 06-2015

### NEW APPOINTMENT:

BOARD	MEMBER	TERM
<b>PLUMBERS EXAMINING BOARD</b>		
	Aaron Thomas 1408 W. Broadway	1 Year Term Expiring 06-2013

**City of Sedalia**  
**Department Bills 6-18-2012**

Vendor	Invoice Number	Amount
ACS Firehouse Software	789857	\$1,065.00
Ag Co-Op Services Inc	135262	\$13.01
Alliance Water Resources Inc	5284	\$21,892.25
Allied Oil & Tire Company	7862800	\$512.74
American Highway Products Ltd	18341	\$114.63
Andrew Burt	0612-A	\$281.98
Apac-Missouri Inc	9000155726	\$234.79
Apac-Missouri Inc	9000155822	\$389.93
Apac-Missouri Inc	9000155978	\$277.04
Apac-Missouri Inc	9000155986	\$151.95
Apac-Missouri Inc	9000156118	\$346.99
Apac-Missouri Inc	9000156142	\$315.30
Apac-Missouri Inc	9000156253	\$534.00
Apac-Missouri Inc	9000156393	\$1,677.84
Apac-Missouri Inc	9000156514	\$218.57
Apac-Missouri Inc	9000156676	\$126.39
Apac-Missouri Inc	9000156680	\$74.66
Apac-Missouri Inc	9000156681	\$76.46
Apac-Missouri Inc	9000156686	\$59.27
Apac-Missouri Inc	9000156691	\$574.85
Apac-Missouri Inc	9000156719	\$3,113.44
Apac-Missouri Inc	9000156752	\$73.17
Apac-Missouri Inc	9000156880	\$215.32
Applied Concepts Inc.	220369	\$7,785.00
Arlene Silvey	0612	\$9.86
AT & T	0612	\$4,629.43
B2B Computer Products	560630	\$771.06
B2B Computer Products	560730	\$356.60
B & P Excavating	11247	\$28,865.00
Barco Municipal Products Inc.	201477	\$350.00
Bell Supply Company Inc	143741	\$27.12
Bell Supply Company Inc	143797	\$5.16
Bell Supply Company Inc	143811	\$3.20
Bell Supply Company Inc	143915	\$25.11
Bings West	119	\$35.46
Boone Quarries	39759	\$1,301.24
Boone Quarries	41267	\$137.67
Boone Quarries	41786	\$348.17
Bound Tree Medical Llc	80789665	\$186.86
Central Communications Inc	211443	\$660.99
Central Communications Inc	211487	\$73.00
Central Communications Inc	378206	\$1,980.00
Chris Neske	0612	\$94.72

**City of Sedalia**  
**Department Bills 6-18-2012**

City Safe & Lock Service	062194	\$155.40
Clark Equipment Co.	194742	\$5,937.40
Clarke Mosquito Control	5051017	\$326.34
Clark's Tool & Equipment	135998	\$59.00
Conrad Fire Equipment Inc	477674	\$77.92
Conrad Fire Equipment Inc	477721	\$133.06
Consolidated Electrical Distributors Inc.	484796	\$79.60
Construction Group Int LLC	G-12088.01	\$1,800.00
Crow-Burlingame Co	00720028728	\$9.76
Crow-Burlingame Co	00720028768	(\$9.76)
Crow-Burlingame Co	00720028815	\$4.06
Crow-Burlingame Co	00720028841	\$107.99
Crow-Burlingame Co	00720028921	\$3.58
Crow-Burlingame Co	00720028926	\$4.39
Crow-Burlingame Co	00720028978	\$81.98
Crow-Burlingame Co	00720028985	\$140.00
Crow-Burlingame Co	00720028993	(\$50.00)
Crow-Burlingame Co	00720028996	\$11.53
Crow-Burlingame Co	00720029058	\$12.36
Crow-Burlingame Co	00720029075	\$16.00
Crow-Burlingame Co	00720029106	\$27.01
Crow-Burlingame Co	00720029107	\$4.39
Crow-Burlingame Co	00720029140	\$4.06
Crow-Burlingame Co	00720029141	\$4.39
Crow-Burlingame Co	00720029176	\$100.09
Crow-Burlingame Co	00720029220	\$8.69
Crow-Burlingame Co	00720029258	\$87.00
Crow-Burlingame Co	00720029296	\$30.00
Crow-Burlingame Co	00720029302	\$56.06
Crow-Burlingame Co	00720029389	\$56.00
Crow-Burlingame Co	00720029391	(\$20.00)
Crow-Burlingame Co	00720029411	\$4.39
Crow-Burlingame Co	00720029447	\$23.00
Crow-Burlingame Co	00720029451	\$84.00
Crow-Burlingame Co	00720029453	\$55.00
Crow-Burlingame Co	00720029465	\$38.00
Crow-Burlingame Co	00720029469	\$9.50
Crow-Burlingame Co	00720029472	\$8.40
Crow-Burlingame Co	00720029477	\$6.60
Crow-Burlingame Co	00720029607	\$28.00
Crow-Burlingame Co	00720029608	\$28.00
Crow-Burlingame Co	00720029609	\$28.00
Crow-Burlingame Co	007200296269	\$16.98
Crow-Burlingame Co	00720029685	\$41.00

**City of Sedalia**  
**Department Bills 6-18-2012**

Crow-Burlingame Co	00720029789.	\$13.06
Crow-Burlingame Co	00720029790	\$4.06
Crow-Burlingame Co	00720029792	\$4.06
Crow-Burlingame Co	00720029797	\$65.00
Crow-Burlingame Co	00720029808	\$20.00
Crow-Burlingame Co	00720029912	\$21.90
Crow-Burlingame Co	00720029952	\$6.80
Crow-Burlingame Co	00720029972	\$114.89
Crow-Burlingame Co	00720029973	(\$10.00)
Crow-Burlingame Co	00720030026	\$17.57
Crow-Burlingame Co	00720030257	\$24.49
Crow-Burlingame Co	00720030327	\$17.50
Crow-Burlingame Co	00720030349	\$82.65
Crow-Burlingame Co	00720030410	\$78.00
Crow-Burlingame Co	00720030422	\$9.00
Crow-Burlingame Co	00720030441	\$4.39
Crow-Burlingame Co	00720030448	\$20.00
Devin Stevens	0612	\$868.91
Dugan's Paint And Floorcovering	S0192707	\$106.58
Easton Aviation LLC	016641	\$51.70
Easton Aviation LLC	016679	\$11.70
Ed M Feld Equip Co Inc.	0225456-IN	\$2,391.10
Elaine Horn	0612	\$2.11
Engineering Surveys & Services	ESS046711	\$6,217.00
Engineering Surveys & Services	ESS046712	\$245.00
Engineering Surveys & Services	ESS047008	\$61.00
Engineering Surveys & Services	ESS046740	\$250.00
Engineering Surveys & Services	ESS046744	\$485.00
Engineering Surveys & Services	ESS046748	\$2,542.50
Engineering Surveys & Services	Ess046749	\$850.00
Expert Exteriors/ Advance Building Supply Inc	1076	\$12,331.00
Fastenal Company	MOSED130355	\$92.10
Fedex	7-906-56328	\$34.24
Fire Master Fire Equipment Inc	90214	\$45.00
Fischer Concrete Service Inc	51959	\$14,645.28
Foley Industries	0439224	\$400.00
Foley Industries	0612	\$3,500.00
Forklifts Of Central Missouri Inc	S0002641	\$537.70
Forklifts Of Central Missouri Inc	S000735	\$541.86
GE Money Bank	004016	\$140.10
GE Money Bank	004252	\$223.92
GE Money Bank	004282	\$13.88
GE Money Bank	004832	\$102.47
GE Money Bank	005564	\$27.45

**City of Sedalia**  
**Department Bills 6-18-2012**

GE Money Bank	005993	(\$9.90)
Greg Harrell	23231	\$14.69
Gw Van Keppel Co	E51273	\$39,393.00
Hillyard - Columbia	600251193	\$271.27
Hillyard - Columbia	600251163	\$312.46
IBT Inc.	5799766	\$13.43
IMLA	0612	\$1,999.00
IMLA	0612A	\$625.00
Insurance & Benefits Group Llc	45602	\$2,904.60
Iron Mountain Trap Rock C		\$4,908.28
Iron Mountain Trap Rock C	262494	\$3,978.13
KCP&L	0612-14I	\$17.19
KCP&L	0612-14J	\$42.93
KCP&L	0612-61F	\$293.33
KCP&L	0612-61P	\$71.76
Keller Fire & Safety Inc	90455	\$23.34
Key Hydraulics	112-23898	\$17.00
Key Hydraulics	12-23846	\$319.47
Key Hydraulics	12-23930	\$114.41
Language Line Services	2964526	\$8.99
Leon Uniform Co Inc	268057	\$106.00
Liberty Process Equipment Inc	0044542	\$3,083.79
Lynn Peavey Company	258473	\$93.70
Main Street Logo	210493	\$48.00
Main Street Logo	210509	\$230.00
Marcum Hauling Inc	8861	\$3,024.25
Mark's Mobile Glass Inc	045000	\$126.00
Mastercard Bankcard Center	0612	\$49.18
Mastercard Bankcard Center	0612A	\$626.35
Mastercard Bankcard Center	0612B	\$19.79
Mastercard Bankcard Center	0612C	\$207.65
Mastercard Bankcard Center	0612D	\$404.69
Mastercard Bankcard Center	0612E	\$224.31
Mastercard Bankcard Center	0612F	\$361.37
Mastercard Bankcard Center	0612G	\$128.77
Mastercard Bankcard Center	0612H	\$312.79
Mastercard Bankcard Center	0612I	\$43.90
Mastercard Bankcard Center	0612J	\$747.48
Mastercard Bankcard Center	0612K	\$829.07
MDOA	0612	\$175.00
Midland Oil Company Inc	000196802	\$22,926.31
Midwest Computech-Sedalia	50893	\$3,261.80
Midwest Laboratories Inc	648534	\$296.23
Midwest OMGIA	06-07SPD	\$800.00

**City of Sedalia  
Department Bills 6-18-2012**

Missouri City/County Management Assoc.	0612	\$75.00
Missouri Department Of Revenue	0612A	\$45.00
Missouri Department Of Revenue	0612	\$11.00
Missouri Department Of Revenue	0612	\$829.79
Missouri Municipal Attorney's Association	0612	\$45.00
Missouri Municipal League	200001207	\$125.00
Missouri Municipal League	200001209	\$130.00
Missouri Police Chiefs Assoc	0612	\$200.00
Missouri Typewriter Of Warrensburg Inc	37151	\$555.00
Mopern	119949	\$1,670.00
Motion Industries Inc	495518	\$188.83
Nightwatch Security & Telephone	58302	\$105.00
Ochsner Hare & Hare	0612	\$1,350.00
Olsson Associates	174081	\$87,726.20
Otten Small Engine Service	89904	\$38.38
Pat Curry Associate Circuit Clerk	0612	\$1,600.24
Pat Curry Associate Circuit Clerk	0612A	\$709.82
Pettis County Recorder of Deeds	0612	\$81.00
Pettis County Recorder of Deeds	0612A	\$54.00
Printlynx	95568	\$30.99
Printlynx	95719	\$139.14
Public Safety Center Inc	5330428	\$71.73
Pummill'S Sporting Goods Inc	6084	\$5.00
Qscend Technologies Inc	5073	\$375.00
Quad City Testing Laboratory	115344	\$285.00
Quicksilver Water	670594	\$7.00
Quicksilver Water	670926	\$17.25
R. F. Fisher Electric	0612	\$12.50
RDJ Specialties Inc	040277	\$967.76
Reynaldo Talavera-Carlos	0612	\$41.25
Ricoh USA Inc	1034573107	\$34.28
Ricoh USA Inc	5022910136	\$57.05
Roberts & Associates	09016774	\$200.00
Sedalia Democrat	0612	\$8.10
Sedalia Democrat	80975	\$173.79
Sedalia Democrat	81059	\$251.77
Sedalia Democrat	81065	\$231.77
Sedalia Democrat	81089	\$25.60
Sedalia Democrat	81214	\$47.86
Sedalia Democrat	81237	\$231.58
Sedalia Democrat	82177	\$43.16
Sedalia Democrat	82510	\$63.00
Sedalia Democrat	0612-12	\$84.97
Sedalia Downtown Development	167	\$7,500.00

**City of Sedalia**  
**Department Bills 6-18-2012**

Sedalia Downtown Development	169	\$3,750.00
SMC Electric Supply	60169169-00	\$75.14
SMC Electric Supply	60168884-00	\$61.83
Smith Paper & Janitor Supply	539042	\$84.17
Smith Paper & Janitor Supply	539210	\$116.21
Smith Paper & Janitor Supply	539550	\$37.50
Sonequity Pest Management	97727	\$67.00
Sonequity Pest Management	98150	\$67.00
Sonequity Pest Management	95527-0612	\$136.00
Sonequity Pest Management	97504	\$38.00
Sonequity Pest Management	97580	\$67.00
Sonequity Pest Management	98015	\$50.00
Staples Business Advantage	3175375063	\$149.98
Staples Business Advantage	3175028336	\$344.90
Staples Business Advantage	3175375064	\$1,014.16
Staples Business Advantage	3175375065	\$97.37
Staples Business Advantage	3175375066	\$50.00
Staples Business Advantage	3175375067	\$14.74
Stone Laser Imaging	0612	\$35.00
Tallman Company	1203903	\$151.65
Tallman Company	1203987	\$9.76
Tallman Company	1204705	\$461.22
Tallman Company	1204706	\$433.29
The Southwell Co	0612	\$3,129.81
The Ups Store	0612	\$26.97
The Ups Store	0612A	\$11.41
Towers Fire Apparatus Co Inc	86987	\$80.84
Unifirst Corporation	2689100	\$36.74
Unifirst Corporation	2707695	\$25.44
Unifirst Corporation	2707696	\$34.46
Unifirst Corporation	2707697	\$36.96
Unifirst Corporation	2707698	\$39.05
Unifirst Corporation	2707699	\$435.30
Unifirst Corporation	2707700	\$44.88
United Rotary Brush Corp	CI130790	\$280.17
United Rotary Brush Corp	CI130801	\$421.14
Usa Bluebook	678078	\$255.09
Usa Bluebook	681407	\$310.36
Viebrock Sales LLC	16001	\$324.72
Vinson's Pawn & Gun Shop	1881	\$177.50
Warehouse Tire And Muffler	0128814	\$1,995.00
WCA Waste Systems Inc.	6329	\$29,916.70
WCA Waste Systems Inc.	6342	\$1,199.31
West Central Concrete Llc	24227	\$3,868.42

**City of Sedalia**  
**Department Bills 6-18-2012**

Western Extralite Company	S4485208.001	\$15.87
Westlakes Hardware	1286157	\$11.94
Westlakes Hardware	1286189	\$47.98
Westlakes Hardware	1286195	\$52.88
Westlakes Hardware	1286240	\$52.93
Westlakes Hardware	1286306	\$26.97
Westlakes Hardware	1286342	\$17.98
Westlakes Hardware	1286383	\$6.53
Westlakes Hardware	1286476	\$16.74
Westlakes Hardware	1286483	\$22.99
Westlakes Hardware	1286486	\$22.41
Westlakes Hardware	1286488	\$20.99
Westlakes Hardware	1286546	\$6.49
Westlakes Hardware	1286626	\$18.99
Westlakes Hardware	1286664	\$52.95
Westlakes Hardware	1286688	\$12.98
Westlakes Hardware	1286694	\$35.50
Westlakes Hardware	1286721	\$3.77
Westlakes Hardware	1286763	\$46.96
Westlakes Hardware	1286770	\$24.97
Westlakes Hardware	1286799	\$34.84
Westlakes Hardware	1286864	\$4.54
Westlakes Hardware	1286924	\$42.96
Westlakes Hardware	1286957	\$14.56
Westlakes Hardware	14.45	\$14.45
Woods Super Market	432	\$42.76
World Wide Technology Inc	2864455	\$862.80
Total Invoices To Be Paid		<b>\$388,212.91</b>