



PRE-COUNCIL MEETING

Mayor's Conference Room
Municipal Building
Monday, September 24, 2012
6:15 p.m.

MAYOR: MARY ELAINE HORN

MAYOR PRO-TEM: STEPHEN GALLIHER

Work Session – 6:15 p.m.

1. Presentation – FY 2011-2012 Audit Results (Fred Korte, Presenter)

Committee Meetings – Immediately following Work Session

PUBLIC SAFETY COMMITTEE Police and Fire	Rebecca LaStrada, Chair Bob Cross, Vice Chair
<ol style="list-style-type: none"> 1. Review bids for the Sale of 3 Police Vehicles (2007 Ford Crown Victoria Black/White; 2004 Ford Crown Victoria White; and 2004 Ford Crown Victoria White). 2. Review sole source purchase of (4) DP3 MDVR Car Video Cameras and associated accessories From Digital Safety Technologies in the amount of \$12,992 for the Sedalia Police Department. 	
PUBLIC WORKS COMMITTEE Public Works, Water Pollution Control, Community Development, Water, Parks, Airport, Cemeteries and Community Center	Wiley Walter, Chair Tolbert Rowe, Vice Chair
<ol style="list-style-type: none"> 1. Review Change Order #3 for Heber Hunt Safe Routes to School Project (Additional \$1,692). 2. Review and approve bid for demolition of 203 & 204 W. Main and repair exposed common walls at 206 & 207 W. Main as a result of demolition. 3. Review bids for Yard Waste Grinding #3 and Review Ordinance approving and accepting Agreement with Braik Brother's Tree Care for Yard Waste Grinding #3. 4. Review Ordinance adding acceptance of building materials to items accepted to regular pick up. 5. Review Ordinance implementing recommendations from Clean Up Sedalia Committee pertaining to weeds/grass. 6. Review Ordinance implementing recommendations from Clean Up Sedalia Committee pertaining to trash/rubbish. 7. Review Ordinance accepting City Streets (Wisconsin Avenue, Granny Lane, McKee Avenue). 8. Review Ordinance accepting wastewater improvements at Menards Plaza. 9. Review Ordinance amending agreement with Waste Corporation of America. 10. Review Ordinance granting rezoning application for property located at 601 W Pettis. 11. Review Ordinance approving and accepting a license agreement with Missouri Department of Natural Resources for Katy Trail Access from Clover Dell Park. 12. Review Ordinance approving agreement with Missouri Department of Conservation for \$10,000 TRIM grant. 	



PRE-COUNCIL MEETING – Page 2

Mayor's Conference Room
Municipal Building
Monday, September 24, 2012
6:15 p.m.

MAYOR: MARY ELAINE HORN

MAYOR PRO-TEM: STEPHEN GALLIHER

FINANCE/ADMINISTRATION COMMITTEE
Administrative, Library and Hospital

Kenneth Norton, Chair
Wanda Monsees, Vice Chair

1. Review recommendation to reject all proposals for the surveillance camera installation project. (Formal rejection at Pre-Council only)
2. Acceptance of audit results for FY 2011-2012 as presented by Gerding, Korte & Chitwood.
3. Review Records Destruction Request from the City Clerk's Office.
4. Review ordinance approving purchase of property located at 1509 S Ingram by Bothwell Regional Health Center.
5. Review Ordinance approving and accepting additional design services agreement with Ochsner Hare & Hare for final design services for Downtown Gateway.
6. Review Resolution approving letter of support from the City of Sedalia for the construction of A display at the intersection of 16th and Highway 65 on the Missouri State Fairgrounds Depicting Sedalia's influence with America's westward expansion.
7. Review Resolution declaring the official intent of the City of Sedalia with respect to adding Repairs of the Sedalia Public Library to previous approved financing of \$6,200,000
8. Review Resolution supporting the Boys & Girls Clubs of West Central Missouri's Youth Development Program.

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

To: Arlene Silvey

From: Monte Richardson 

Date: 09/04/12

Re: Railroad IP Camera Project, 10-25-351-IPC

Ma`am:

I met with the City Council this evening to obtain guidance in regard to the above stated project. They have stated that there is no desire to follow through with the Project at this time. With the decision being what it is, there is no need for me to go through the evaluation process on the RFPs. The following is the pricing tabulation from the 10 responding vendors. This officially closes this RFP. I will submit one hard copy and one digital copy of the Responses in person.

Tabulation Results

Tyco	\$23,987.75
Nightwatch	\$35,862.00
Trans-Tel	\$48,905.22
C&C Group	\$49,168.00
Celplan	\$49,994.34
ISG	\$55,389.00
I-Land	\$99,052.00
Avrio	\$169,174.00
Trans Core	\$194,128.85
Hackett	\$214,625.50

Respectfully submitted.



CITY COUNCIL MEETING AGENDA

City Council Chambers
Municipal Building
Monday, September 24, 2012
7:00 p.m.

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

I. MINUTES

1. Pre-Council Meeting September 4, 2012
2. Regular Council Meeting September 4, 2012

II. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES

1. Acceptance of minutes from the Citizen's Traffic Advisory Commission dated August 15, 2012.

III. ROLL CALL OF STANDING COMMITTEES

A. PUBLIC SAFETY – Councilmember Rebecca LaStrada

1. Award bid for the Sale of 3 Police Vehicles (2007 Ford Crown Victoria Black/White; 2004 Ford Crown Victoria White; and 2004 Ford Crown Victoria White)
2. Approve sole source purchase of (4) DP3 MDVR Car Video Cameras and associated accessories From Digital Safety Technologies in the amount of \$12,992 for the Sedalia Police Department

B. PUBLIC WORKS – Councilmember Wiley Walter

1. Approve Change Order #3 for Heber Hunt Safe Routes to School Project (Additional \$1,692.00)
2. Approve bid for demolition of 203 & 204 W. Main and repair exposed common walls at 206 & 207 W. Main as a result of demolition
3. Award bid for Yard Waste Grinding #3

C. FINANCE / ADMINISTRATION – Councilmember Kenneth Norton

1. Acceptance of FY 2011-2012 audit results as presented by Gerding, Korte & Chitwood
2. Approval of Records Destruction Request from the City Clerk's Office

IV. NEW BUSINESS

A. ORDINANCES AND RESOLUTIONS

- Approving and accepting agreement with Braik Brother's Tree Care for Yard Waste Grinding #3
- Adding acceptance of building materials to items accepted to regular pick up
- Implementing recommendations from Clean Up Sedalia Committee pertaining to weeds/grass
- Implementing recommendations from Clean Up Sedalia Committee pertaining to trash/rubbish
- Accepting City Streets (Wisconsin Avenue, Granny Lane, McKee Avenue)
- Accepting wastewater improvements at Menards Plaza
- Amending agreement with Waste Corporation of America
- Granting rezoning application for property located at 601 W Pettis
- Approving purchase of property located at 1509 S Ingram by Bothwell Regional Health Center
- Approving and accepting a license agreement with Missouri Department of Natural Resources for Katy Trail Access from Clover Dell Park
- Approving agreement with Missouri Department of Conservation for \$10,000 TRIM grant
- Approving and accepting an additional design services agreement with Ochsner Hare & Hare for Final design services for Downtown Gateway
- R Approving letter of support from the City of Sedalia for the construction of a display at the Intersection of 16th & Highway 65 on the Missouri State Fairgrounds depicting Sedalia's influence With America's westward expansion
- R Declaring the official intent of the City of Sedalia (Addition of financing of repairs to Sedalia Public Library to previous approved \$6,200,000)

Click on any agenda item to view the related documentation

R Supporting the Boys & Girls Clubs of West Central Missouri's Youth Development Program

B. APPOINTMENTS

C. LIQUOR LICENSES

Renewals:

*Barbara Priesmeyer dba Barbs East End Restaurant & Lounge, 1201 E 3rd, Liquor by drink,
\$450

*Robert Preston dba Woods Express 570, 703 E 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 TO CLOSED-SESSION – In accordance with Section 610.021(1) RSMo to closed-door session for legal advice.



OFFICE OF THE CITY ADMINISTRATOR

To: Honorable Mayor Elaine Horn & City Council Members
From: Gary Edwards, City Administrator
Re: Agenda items for City Council meeting on Monday, September 24, 2012

1. Award bid for the Sale of 3 Police Vehicles (2007 Ford Crown Victoria Black/White; 2004 Ford Crown Victoria White; and 2004 Ford Crown Victoria White): The Sedalia Police Department requested bids for the sale of three former police cars: one 2007 Crown Victoria with 113,500 miles; a 2004 Crown Victoria with 59,000 miles and a 2004 Crown Victoria with 90,000 miles. Two bids were received. Staff recommends accepting the highest bid of \$4,921.00 from Chicago Motors of Chicago, Illinois. The buyer is responsible for transportation costs and the vehicles are sold as is/where is.

2. Approve sole source purchase of (4) DP3 MDVR Car Video Cameras and associated accessories from Digital Safety Technologies in the amount of \$12,992 for the Sedalia Police Department: In order for the Sedalia Police Department to continue updating their car video cameras, six car video cameras have been identified as obsolete. Staff recommends the sole source purchase of 4 DP3 MDVR Car Video Cameras plus accessories from Digital Safety Technologies for \$12,992. When additional funds become available through the Department of Justice, the final two car video cameras will be purchased.

3. Approve Change Order #3 for Heber Hunt Safe Routes to School Project (Additional \$1,692.00): As progress continues on the Heber Hunt Safe Routes to School Project, the original contract potentially faces adjustments creating the need for change order #3. The reasons for the proposed change order are as follows:

1. Installation of a surface mounted curb due to a steep ground slope adjacent to a yard - \$1,260.00.
2. Final quantity adjustments for sidewalk and retaining wall materials - \$432.00.
3. Increase in contract duration by 30 days due to extreme drought conditions.

Change Order #3 requests an additional \$1,692.00, bringing the total contract price to \$161,266.70. This increase has been approved by the Missouri Department of Transportation and will be 100% reimbursed through the grant.

4. Approve bid for demolition of 203 & 204 W. Main and repair exposed common walls at 206 & 207 W. Main as a result of demolition: The bid from Miller Custom Building is for \$82,500. This price includes the demolition costs for 203 & 204 West Main, and the repair of common walls and roofs at 207 and 206 West Main. Additional work may be needed to stabilize the walls at 206 and 207 West Main. If this additional stabilization work is needed, due to unforeseen developments, the total not-to-exceed cost is proposed to be \$111,650. Staff recommends the approval of the bid from Miller Custom Building. For more information on this matter please see the memo from the Community Development Director located in your packet.

5. Yard Waste Grinding #3:

- a) **Award Bid for Yard Waste Grinding #3:** The City of Sedalia solicited bids from regional contractors for grinding yard waste into mulch at the City of Sedalia Compost Facility, the City's Yard Waste Drop Site and Tim's Tree Service – Yard Waste Grinding #3. Two bids were received: Braik Brothers Tree Care, Columbia, Missouri for \$27,339.00 and Agricycle, Valley Park, Missouri for \$34,825.00. Public Works Director Bill Beck recommends that the Council accepts the low bid from Braik Brothers Tree Care. The company has previously done work for the City to the satisfaction of the Public Works Department.
- b) **Approving and accepting agreement with Braik Brother's Tree Care for Yard Waste Grinding #3:** This ordinance officially approves the Yard Waste Grinding #3 agreement between the City of Sedalia and Braik Brother's Tree Care.

6. Rejection of bids for surveillance cameras: At the September 4, 2012 Work Session, IT Director Monte Richardson provided pricing and other information to the City Council regarding the possible installation and use of surveillance cameras along city/railroad intersections. It was determined by City Council that this project should be considered during next year's budget and not in the current budget. To formally end this Request for Proposals, the City Council must officially vote on the rejection of the bids at the September 24th Pre-Council meeting only. Within your council agenda packet is a memo from IT Director Monte Richardson reflecting final bid tabulations for the Railroad IP Camera Project, 10-25-351-IPC.

7. Acceptance of FY 2011-2012 audit results as presented by Gerding, Korte & Chitwood: Please note that at 6:15 p.m. Monday evening, the Council Work Session will include a presentation of the Fiscal Year 2011 City Audit by Gerding, Korte & Chitwood. It also is necessary for the council, if they agree, to vote to accept the audit report.

8. Approval of Records Destruction Request from the City Clerk's Office: Please see the attached records destruction request from City Clerk Arlene Silvey.

On April 16, 2012, the City Council approved the formation of an ad-hoc committee, Citizens for a Clean Sedalia. The purpose of this committee was to compare Sedalia's process to other communities and make recommendations to the Sedalia City Council. On August 27, 2012, the Citizens for a Clean Sedalia presented their recommendations for weeds/grass and trash/rubbish to the City Council. The following three ordinances (numbers 6, 7 & 8) are a partial result of the committee's recommendations:

9. An ordinance amending the city code in order to accept demolition and construction waste in the weekly trash collection. This proposed ordinance is a result of one of the recommendations from the Citizens for a Clean Sedalia committee. It allows for the acceptance of demolition and construction waste materials subject to the weight and size restrictions already provided for in the city code. It is proposed that this ordinance goes into effect immediately after approval by the City Council.

10. An ordinance amending the city code related to Section 302.4 of the International Property Maintenance Code. Proposed is the reduction in the allowable height of grass, weeds or plants. Under this proposed ordinance amendment, the maximum allowable height for weeds, grass or plant growth shall be reduced from 12 inches to 8 inches and the notice period shall be 15 days. It is proposed by staff that this ordinance goes into effect January 1, 2013 after passage by the City Council.

11. An ordinance amending the definition of “rubbish” as described in section 202 of the International Property Maintenance Code. The definition of rubbish, as described in the International Property Maintenance Code, shall be amended to include furniture and appliances originally manufactured for indoor use, shall not be used in an outdoor setting. It is proposed by staff that this ordinance goes into effect January 1, 2013 after passage by the City Council.

12. Accepting City Streets (Wisconsin Avenue, Granny Lane, McKee Avenue): This ordinance formally receives the dedication of Wisconsin Avenue, Granny Lane and McKee Avenue as public streets. The streets have been built to City specifications and standards and Staff recommends accepting Wisconsin Avenue, Granny Lane and McKee Avenue for City ownership and maintenance. These streets are in the vicinity of Menards Plaza and currently are part of the Menard’s property. The City has received a request from Menard’s to accept these streets. See enclosed draft letter.

13. Accepting wastewater improvements at Menards Plaza: This ordinance formally accepts the public sanitary sewer and force main improvements for Menards Plaza. These wastewater improvements have been built to City specifications and standards and Staff recommends accepting them for City maintenance. The City has received a request from Menard’s to accept this sanitary sewer. See enclosed draft letter.

14. Accepting and approving an agreement between the City of Sedalia and Waste Corporation of Missouri, Inc: This proposed agreement allows the City of Sedalia to accept industrial wastewater from Waste Corporation of Missouri contingent upon the City’s acceptance of the lift station to which the Waste Corporation of Missouri will be connecting. The lift station is located near Menard’s. Waste Corporation of Missouri also will be allowing State Fair Community College’s Waste to Energy facility, situated at the Waste Corporation site, to discharge domestic wastewater at this location.

15. Granting rezoning application for property located at 601 W Pettis: The ordinance, if approved, would rezone property located at 601 W. Pettis based on an application request by Reynaldo Talavera-Carlos, the property owner. Current zoning of the property is R-1 Single-family Residential District. The applicant has requested the zoning be changed to C-3 Commercial District. At their September 5, 2012 meeting, this agenda item was heard and recommended for approval by the Planning and Zoning Commission by a vote of 6-yes, 0-no.

16. Approving purchase of property located at 1509 S Ingram by Bothwell Regional Health Center: This ordinance approves the purchase of property at 1509 S. Ingram by Bothwell Regional Health Center at a price of \$52,500.00. The 1509 S. Ingram property purchase has been approved by the Bothwell Regional Health Center Board of Trustees.

17. Approving and accepting a license agreement with Missouri Department of Natural Resources for Katy Trail Access from Clover Dell Park: This ordinance authorizes a license agreement between the City of Sedalia (Park Department) and the Missouri Department of Natural Resources, allowing the Sedalia Parks Department to maintain an access point between Clover Dell Park and the Katy Trail. The Sedalia Park Board approved the trail access license agreement from the Missouri Department of Natural Resources at its September 6, 2012 meeting.

18. Approving agreement with Missouri Department of Conservation for \$10,000 TRIM grant: The City of Sedalia has been awarded a TRIM Grant through the Missouri Department of Conservation for the amount of \$10,000.00. This is the third time the City has received a TRIM Grant. The first grant was used to inventory trees within the City's seven parks. The second year, funding was used for right of way tree inventory, inventory of cemetery trees and to develop a tree maintenance schedule. This year, the funding will be used to inventory approximately 1,800 street right-of-way trees. In order to receive this grant, the City must execute a cooperative agreement between the Missouri Department of Conservation and the City of Sedalia.

19. Approving and accepting an additional design services agreement between the City and Ochsner Hare and Hare, L.L.C. On November 21, 2011, City Council approved an agreement between the City of Sedalia d/b/a Central Business and Cultural District and Ochsner Hare & Hare, L.L.C. for design services related to the Downtown Gateway Project located at the intersection of Broadway Boulevard and South Ohio Avenue. If approved, this additional design service agreement between the City d/b/a Central Business and Cultural District and Ochsner Hare & Hare, L.L.C. would authorize final design development plans incorporating the new design for the overhead archway structure and signage at a sum not to exceed \$1,750.00.

20. Approving letter of support from the City of Sedalia for the construction of a display at the Intersection of 16th & Highway 65 on the Missouri State Fairgrounds depicting Sedalia's influence with America's westward expansion: There are tentative plans for a Sedalia display that will depict the city's influence on and participation in America's westward growth. Requests have been made for this display to be stationed at the intersection of West 16th Street and South Highway 65 on the Missouri State Fairgrounds. This resolution authorizes a letter of support to be created, indicating the City Council's interest in the completion of this project at this site.

21. Declaring the official intent of the City of Sedalia (Addition of financing of repairs to Sedalia Public Library to previous approved \$6,200,000): This resolution, if approved, authorizes the City of Sedalia's intention to finance the costs of rehabilitating, repairing and constructing improvements, including without limitation, for the Sedalia Public Library. The maximum principal amount of the financing expected to be issued for the library project is \$750,000.00. Similar legislation was approved by this council for the City projects. This legislation was suggested by the City's underwriter.

22. A Resolution from the Sedalia City Council supporting the Boy's and Girl's Clubs of West Central Missouri's Youth Development Program. Approval of this resolution will show City support for the Boy's and Girl's Clubs of West Central Missouri and their efforts to strengthen youth development program through the Neighborhood Assistance Program.



CITY OF SEDALIA, MISSOURI
PRE-COUNCIL MEETING – SEPTEMBER 4, 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, Jo Lynn Turley, Rebecca LaStrada, Wanda Monsees, Wiley Walter, Bob Cross, Tolbert Rowe, and Kenneth Norton.

Presentation – Olson Associates Quarterly Update

Mike Lally and Mike Milius, with Olsson Associates, presented an update on the Stormwater and Wastewater Project.

Mike Lally, with Olson Associates, stated that a lot of progress has been made to date on the Stormwater & Wastewater projects. In July the City Council approved the ordinance related to MDNR water quality requirement and from this Olson Associates is now working on finalizing updated stormwater design criteria (anticipated completion Sept.-Oct.).

Mr. Lally stated that to date with the Stormwater Master Plan, flood questionnaires from citizens have been collected, flood problem areas have been identified and investigated and solutions have been recommended. They are now working on solutions and cost estimates for a series of upcoming projects and ranking and prioritizing said projects for implementation.

Mike Milius, with Olson Associates, stated that there are four key pieces in the data collection process for wastewater issues, as follows:

- **Mapping** – Aerial Photography Work (100%), GPS Work (100%) and GIS Mapping (99%)
- **Smoke Testing** – Two Projects awarded and completed
- **Video Inspection** – Three Projects (100%)
- **Flow Monitoring** – On going

Mr. Milius stated that a web-based GIS system is being used to collaborate all the wastewater data collected and to centralize this information. Mr. Milius and Public Works Project Manager, Devin Stevens, gave a quick demonstration of the GIS system/video systems. Ms. Stevens stated that the GIS shows manholes, pipes, and water infiltration of the wastewater system in real time. Mr. Milius stated that with the videos

of the wastewater system the City can look at problems in the pipes and to prioritize and fix issues.

Mr. Milius stated that the Wastewater Treatment Plant NPDES Permits are going as follows: Central Plant – New permit issued to address metals issues; Southeast Plant – Permit re-opened to address metals issues; North Plant – Permit re-opened to address metals issues. Mr. Milius stated that both the Southeast and North Plant permits are close to public notice. Mr. Milius stated that the wastewater treatment plant improvements for the Central and Southeast Plants include disinfection and emergency power. The Project Schedule has the plans/specs going to Missouri Division of Natural Resources on April of 2012 and the project is currently being advertised with a bid date of September 20, 2012.

Key Dates:

- Wastewater Treatment Plant Improvements Disinfection Operational for the Southeast Plant on April 2, 2013 and the Central Plant on June 17, 2014.
- Funds Committed/Expended – December 2013
- Administrative Order on Consent – July 31, 2016

Mr. Milius stated that of the overall project budget of \$30,000,900.00 to date \$4,132,673.14 funds have been committed. This amount is expected to rapidly increase with the Wastewater Treatment Plant Improvements, being between \$5 - \$8 million for both the Central and Southeast Treatment Plants.

Mr. Milius stated that after responding to DNR comments, the awarding of the Wastewater Treatment Plant Project will happen by October to November; Exhibit “O” (dealing with the Southeast Wastewater Treatment Plant) will be coming before the City Council in October; the Wastewater Treatment Plant Consolidation Memorandum to look at the three treatment plants to see if the North Treatment Plant should be upgraded or combined with another treatment plant; and the EQ-1 Technical Memorandum/Project Design which looks at the basins at the North Plant, the Central Plant and the Southwest Lift Station to get them automated to be used at maximum capacity.

Presentation – Information on surveillance cameras

IT Director, Monte Richardson, stated that the idea to put cameras at railroad crossings was first brought before him in late winter to address the problem of the Washington Street Bridge being closed which brought up the concern of how to monitor rail traffic in case police, fire or ambulances were responding to an emergency. Mr. Richardson stated that initially the project started at \$5,000.00 and has now become more complex and costly. Mr. Richardson stated that the scope of the project looked at emergency response time and how to network and power the entire system. The bids could be anywhere from \$24,000.00 to \$215,000.00 for the total project. Major issues with this project included Electrical Power and Easements. If the City would go with KCP&L for electrical power the City would have to go through the Missouri Public Service Commission because

KCP&L does not have a rate structure for electronic equipment. KCP&L also lacks equipment standards for the cameras to be placed on their utility pole. The City would have to go to KCP&L and Union Pacific Railroad for new easements for placing cameras on the utility poles. Another option is for the City to erect poles on private property using solar power or on an existing building (with owner's permission) for the cameras which is faster than dealing with the railroad.

Mr. Richardson stated that the project has been scaled to three sites with four cameras to be located as follows: Downtown – 2 cameras, east and west; West – 1 camera pointing west; East – 1 camera pointing east. It is estimated the project as described would cost approximately \$35,000.00.

The Council consensus is to concentrate on the rehabilitation of the Washington Street Bridge and to not move forward with the surveillance camera project at this time but to wait until next year's budget.

COMMITTEE MEETING

Public Safety Committee – Councilman LaStrada presented the following recommendation:

- Bids for 100' Platform Aerial Fire Apparatus to Max Fire Apparatus on behalf of Rosenbauer, Castle Rock, CO in the amount of \$835,755.00 was moved to full Council on motion by Norton, seconded by Galliher. All in favor.

Public Works Committee – Councilman Walter presented the following recommendations:

- Recommendation to reject bids for Base Station and 41 Mobile Radios for Street, Sanitation and WPC. Public Works Director, Bill Beck, stated that the original project bid for 41 radios with a base station, with an alternate plan to lease a tower. This could leave the County and sirens not on the right frequency, therefore the bid was tabled. The County stated that they could use the old tower so bids will be rebid requesting only 30 radios. Central Communications bid was for \$24,492.00 plus \$1,500.00 for the base station tower and State bid was for \$24,962.00. Steve Semon, with Central Communications, stated that he did not bid a repeater and would like the opportunity to bid what the City wants to compare with the State bid.
- Purchase of required equipment (new base station/repeater, 30 new radios, modification of FCC License and all reprogramming and installation of equipment) to meet new FCC narrow band radio compliance from A&W Communications in the amount of \$24,962.80 per the City's purchasing policy through the cooperative procurement program.

The recommendation to reject bids for the Base Station and 41 Mobile Radios for Street, Sanitation and WPC, and the purchase of required equipment to meet new FCC License narrow band radio compliance were rejected on motion by Norton, seconded by Monsees. All in favor.

- Change Order #2 for Heber Hunt Safe Routes to School Project for an additional \$2,415.70 (total contract price \$159,574.70) was moved to full Council on motion by Cross, seconded by LaStrada. All in favor.
- Bid for 2012 Improvements to State Fair Boulevard and ProEnergy Boulevard Intersection to B&P Excavating, LLC, Sedalia, MO in the amount of \$57,908.00 and Ordinance approving and accepting agreement with B&P Excavating, LLC for 2012 Improvements to State Fair Boulevard and ProEnergy Boulevard Intersection were moved to full Council on motion by Norton, seconded by Monsees. All in favor.
- Ordinance approving and accepting an indemnity agreement by and between the City of Sedalia, Missouri and Menard's Inc., a Wisconsin Corporation was moved to full Council on motion by Galliher, seconded by Norton. All in favor.

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

- Proposal from Stifel, Nicolaus & Company, Inc. for qualifications to provide services for financing projects and Resolution approving and accepting an agreement by and between the City of Sedalia, Missouri and Stifel, Nicolaus, & Company, Inc. were moved to full Council on motion by Monsees, seconded by Galliher. All in favor.
- Ordinance approving and accepting an agreement by and between the City of Sedalia, Missouri and the Sedalia Area Chamber of Commerce (City shall pay \$4,800.00 to cover a funding gap due to the unavailability of funds from the Tourism Tax) was moved to full Council on motion by Monsees, seconded by LaStrada. All in favor.

With no further comments, the meeting closed at 6:58 p.m.

Respectfully submitted: Arlene Silvey, MRCC City Clerk



CITY OF SEDALIA, MISSOURI
COUNCIL MEETING – SEPTEMBER 4, 2012

The Council of the City of Sedalia, Missouri duly met on Tuesday, September 4, 2012, at 7:00 p.m. at the Municipal Building with Mayor Mary Elaine Horn presiding. Mayor Horn called the meeting to order and asked for a quiet moment of meditation followed by the Pledge of Allegiance led by Councilman Walter.

ROLL CALL:

Stephen Galliher	Present	Wiley Walter	Present
Jo Lynn Turley	Present	Bob Cross	Present
Rebecca LaStrada	Present	Tolbert Rowe	Present
Wanda Monsees	Present	Kenneth Norton	Present

SERVICE AWARDS:

35 Year Gift Certificate	William Hill, Public Works Service Worker – Street Department
35 Year Gift Certificate	Harold Frazier, Sr. Equipment Operator – Sanitation Department
5 Year Service Pin	Travis Lorenz, Police Officer – Police Department
5 Year Service Pin	Aaron Berry, Police Officer – Police Department

SPECIAL AWARDS:

Retirement Watch – William Hill, Street Department – 35 years of service.

MINUTES:

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

- Pre-Council Meeting August 20, 2012
- Public Hearing and Regular Council Meeting August 20, 2012
- Council Work Session August 27, 2012

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES: None.

ROLL CALL OF STANDING COMMITTEES:

PUBLIC SAFETY – REBECCA LASTRADA, CHAIRMAN

Awarded bid for 100' Platform Aerial Fire Apparatus to Max Fire Apparatus on behalf of Rosenbauer, Castle Rock, CO in the amount of \$835,755.00 on motion by LaStrada, seconded by Norton. All in favor.

PUBLIC WORKS – WILEY WALTER, CHAIRMAN .

The recommendation to reject bids for Base Station and 41 Mobile Radios for Street, Sanitation and WPC was rejected at the Pre-Council Meeting.

Purchase of required equipment (new base station/repeater, 30 new radios, modification of FCC License and all reprogramming and installation of equipment) to meet new FCC narrow band radio compliance from A&W Communications in the amount of \$24,962.80 per the City’s purchasing policy through the cooperative procurement program was rejected at the Pre-Council Meeting.

Approved Change Order #2 for Heber Hunt Safe Routes to School Project adding \$2,415.70 (total contract price \$159,574.70) on motion by Galliher, seconded by Monsees. All in favor.

Awarded bid for 2012 Improvements of State Fair Boulevard and ProEnergy Boulevard Intersection to B&P Excavating, LLC, Sedalia, MO in the amount of \$57,908.00 on motion by Monsees, seconded by Norton. All in favor.

FINANCE & ADMINISTRATION – KENNETH NORTON, CHAIRMAN

Accepted proposal for request for qualifications to provide services for financing projects (fire station, fire truck, Washington Street Bridge and possibly emergency library repairs) to Stifel, Nicolaus & Company, Inc. in the amount of \$5,000.00 for consulting services during FY12-13 and a fee equivalent to \$10.75/\$1,000 of par (approximately \$66,650.00) on motion by Galliher, seconded by Norton. All in favor.

NEW BUSINESS:

BILL NO. 2012–63, ORDINANCE NO. 9991 – AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND B&P EXCAVATING, LLC FOR 2012 IMPROVEMENTS OF STATE FAIR BOULEVARD AND PROENERGY BOULEVARD INTERSECTION was read once by title.

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

Final Passage – Motion by Norton, 2nd by Monsees. All in favor.

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

BILL NO. 2012–64, ORDINANCE NO. 9992 – AN ORDINANCE APPROVING AND ACCEPTING AN INDEMNITY AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND MENARD’S, INC., A WISCONSIN CORPORATION was read once by title.

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

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

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

BILL NO. 2012-65, ORDINANCE NO. 9993 – AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND THE SEDALIA AREA CHAMBER OF COMMERCE was read once by title.

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

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

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

RESOLUTION NO. 1823 – A RESOLUTION APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND STIFEL, NICOLAUS & COMPANY, INC. was read once by title and approved on motion by Norton, seconded by Galliher. All in favor.

APPOINTMENTS: None.

BIDS:

- 100’ Platform Aerial Fire Apparatus – August 1, 2012
- Base Station & 41 Mobile Radios – June 25, 2012
- 2012 Improvements of State Fair Blvd. and ProEnergy Blvd. Intersection – August 16, 2012

LIQUOR LICENSES:

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

New:

- Charles Benny dba Good Time Charlies, 3001 S. Limit – Picnic License
- Chris Patterson dba Rush Hour, 1320 S. Limit – Packaged Liquor with Sunday Sales

Renewal:

- Olsar, Inc. dba Liquor Locker, 513 W. Main – Packaged Liquor

DEPARTMENT BILLS thru September 4, 2012 totaling \$126,120.54 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 in accordance with Section 610.021 (1) & (2) to a Closed-Door Session for legal advice and lease, sale or purchase of real estate at 7:11 p.m. on motion by Norton, seconded by Rowe. All in favor.

THE CITY OF SEDALIA, MISSOURI

Mary Elaine Horn

Mary Elaine Horn, Mayor

Arlene Silvey MRCC

Arlene Silvey, MRCC City Clerk

TRAFFIC ADVISORY COMMISSION MEETING
AUGUST 15, 2012

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

ROLLCALL:

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

Guests- Ellen Cross, Alicia Park, Steve Bush

There was a correction to the minutes of the last regular Traffic Advisory Commission meeting on July 11, 2012. The second item under new business in the first paragraph states; "Per the Manual for Uniform Traffic Control the accident history does not support a two way stop." It should read; "Per the Manual for Uniform Traffic Control the accident history does not support a four way stop." Cross stated she would correct the minutes. The corrected minutes were approved.

UNFINISHED BUSINESS:

Joyce Foster, 306 W. Johnson Street, is requesting a two way stop on W. Johnson Street at Osage Avenue. Traffic has increased in the area due to the Lincoln Hubbard Apartments. People fail to yield at the intersection and there have been some close calls. Cross read the staff recommendation. Staff recommends the Commission deny the request. Per the Manual for Uniform Traffic Control Devices the accident history does not support a two way stop. Also staff would like to evaluate the area when the new Dollar General is finished. The new store will change the traffic flow in the area. Staff would like to get some traffic counts at that time to see if any traffic control is needed.

Daniels stated he has been by there several times since the Dollar General store opened and he has not seen that much traffic in the area. Neff stated she believes many people walk in the area. **A motion was made by Daniels to deny the request. Second by Neff. All in favor.** Cross made the statement that traffic counts could still be obtained this fall and next spring. If at that time there is a need for additional traffic control it could be brought to the committee.

Ethel Mangina, 3701 W. 10th Street Apt 211, is requesting a four way stop at W. 10th Street and Winchester Drive. This is a high traffic intersection and many elderly people live in this area. She feels a four way stop would be safer. Cross read the staff recommendation. Staff recommends the Commission deny the request. Per the Manual for Uniform Traffic Control

Devices the accident history does not support a four way stop. Cross stated staff did start the traffic counts but stopped for the fair so the numbers would not reflect fair traffic. The Counters will be replaced after the fair.

Ms. Park with Winchester Meadows stated she asked Mr. Bush with Oats to join the meeting since they have many drivers that go through this intersection. Heembrock asked Park which direction she came to work and Park stated she usually comes down 10th and crosses Winchester. It was asked when the busiest time was at this intersection. Bush discussed the traffic going to Wal-Mart and the other businesses and physicians offices. These people are not daily travelers in this area. Also there is the elderly people at Winchester Meadows and elderly people that visit the businesses mentioned. The demographics in this area are different than other areas. Oats have about 30 vehicles in town and about half are in this area daily. This intersection is the most complained about from his drivers.

Park also mentioned the additional housing being built. Neff stated she believes traffic counts should be done after the additional housing is complete. Bush stated he believes the demographics should play a part in the decision and not just the accident history. He also stated speeding is a problem in the area and he knows the stop sign will not control the speed. Neff asked Park how many people drive in Winchester Meadows. Park stated about 85% of the independent living residents drive. Neff asked if there could be more traffic enforcement in the area. Kottman stated the police department patrols this area very frequently and they stop speeders all the time.

Beck stated the City tries to follow the Manual for Uniform Traffic Control Devices and traffic counts do not take into consideration demographics but that would be very hard to do. Trying to find out where people are coming and going from would be hard. Beck continued he deliberately tries to drive this way and he has never had to wait to cross the street. Daniels stated his experience has been the same. Bush stated his driver's complaint is not the wait time but the close calls due to the speed of the drivers. Daniels stated he believes a four way stop might cause more problems. Bush stated he believes the best thing would to have put a turning lane on Winchester but that might be too late now. Esquivel asked if the mobile speed trailer unit (SMART trailer) could be placed there.

Neff asked if the committee finds the four way stop is not necessary right now could it be brought back at a later time after the new housing is built. Also Kottman asked if an engineering study could be done in the area with all the new, potential, and existing development. Beck stated that was not in this year's budget but he could ask about it. Kottman continued that her concern with using demographics as a factor in the decision is the Manual for Uniform Traffic Control Devices is set up for all intersections in a town. This same demographic has the option to use any and all streets and intersections in town. If the concern is aging drivers then it might be time to discuss with the drivers to retire their keys. Park stated some times that is very hard.

Bush asked where this intersection was based on accident history. Cross stated the Manual for Uniform Traffic Control Devices requirement is 5 or more accidents in a 12 month period that are susceptible to correction from the multi way stop. Currently this intersection has had 5 accidents in the last 12 months but only 2 might have been corrected due to the multi way stop.

Bush also asked if there were plans for another outlet in this area with the future development. Beck stated not any that he knew. Bush then asked if it might be possible to improve the outlets at Broadway. That would be a question for Missouri Department of Transportation. **A motion was made by Daniels to table the request until the traffic counts could be complete. Second by Esquivel. All in favor.**

NEW BUSINESS:

Jeanie Neals, 520 E. 13th Street, is requesting no parking on the west side S. Ingram starting from the southwest corner of E. 13th Street and S. Ingram Avenue and going south approximately 55 feet. Employees of Bothwell Hospital park in this area and she cannot see traffic going south on S. Ingram when she backs out of her driveway (which is on S. Ingram). Cross read the staff recommendation. Staff recommends the Commission deny the request. There is ample room for cars to park. Also if cars are parked illegally, the police can enforce existing parking regulations.

Neff stated this problem is all over Sedalia. Kottman stated she went by the area and there were two vehicles parked in this area. One of the vehicles was parked illegally and she issued a ticket. **A motion was made by Daniels to deny the request. Second by Neff. All in favor.**

OTHER ITEMS FOR DISCUSSION:

AGENDA FOR NEXT MEETING:

The next meeting will be September 12, 2012.

The meeting adjourned at 12:50 p.m.

SEDALIA POLICE DEPARTMENT

To: Sedalia City Council

From: Commander Larry Ward 

Subject: Request to Accept Bid

Date: 08/31/2012

The Sedalia Police Department has posted a sealed bid process for 3 former police cars. The vehicles are described below.

2007 Crown Victoria 2FAHP71W67X128173 113,500 MILES

2004 Crown Victoria 2FAFP71W54X124988 59,000 Miles

2004 Crown Victoria 2FAFP71W34X124990 90,000 Miles

Two bids were received:

Sedalia Automotive- Joe Zaremba

VIN 8173 \$381.32

VIN 4988 \$315.29

VIN 4990 \$276.57

Chicago Motors Inc.

VIN 8173 \$1707.00

VIN 4988 \$2007.00

VIN 4490 \$1207.00

The Sedalia Police Department request acceptance of the bid from Chicago Motors for the total purchase price of \$4921.00. The buyer will be responsible for any transport required and the vehicles are to be sold as is/where is.

**Sale of (3) Police Vehicles
Staff Conference Room
August 31, 2012 1:00 p.m.**

Chicago Motors, Inc. - 2553 W. Chicago Ave, Chicago, Illinois 60622

Vehicle: 2004 Crown Victoria White (59K): **\$2,007.00**

2004 Crown Victoria White (90K): **\$1,207.00**

2007 Crown Victoria Black & White (113K): **\$1,707.00**

Sedalia Automotive - 3000 Clinton Rd, Sedalia, MO 65301

Vehicle: 2004 Crown Victoria White (last six of V.I.N. 124988): **\$315.29**

2004 Crown Victoria White (last six of V.I.N. 124990): **\$276.57**

2007 Crown Victoria Black & White: **\$381.32**

Sedalia Police Department
INTRA-DEPARTMENTAL MEMORANDUM
Uniform Operations Bureau

To : Chief John DeGonia

From : Commander Matthew Wirt MW

Date : September 11, 2012

Ref : Purchase of Car Video Cameras

Sir:

Over the last several years the Sedalia Police Department has purchased car video cameras from Digital Safety Technologies. During the last year we have begun updating our car video cameras to a more rugged digital system. After the first year of the replacement plan has passed we are still in need of replacing the final six car video cameras that have reached the end of their service life. I have attached a sales quote from Digital Safety Technologies outlining the purchase of four video cameras and associated accessories. In addition, there is equipment outlined in the quote that will allow the digital car cameras to download recorded videos through a wireless signal while at the police station. The use of wireless download for recorded car videos will provide the police department with an improved time saving option for patrol officers.

Once further funds are obtained through the Department of Justice JAG we will be on schedule to purchase two more patrol car cameras to complete our camera update during this fiscal year.

In addition, Digital Safety Technologies is the sole source vendor for the DP3 MDVR car video camera system outlined in the attached quote. Digital Safety Technologies also provides service to our current camera system. Since Digital Safety Technologies is the sole source vendor of the DP3 MDVR video camera system the police department is in compliance with the City of Sedalia's purchasing policy.

The funding for the digital car video camera system will be funded through source listed below:

10-25-351-35	Police Equipment Replacement	\$12,992.00
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This memorandum is respectfully submitted.



SALES QUOTE
Valid for 30 Days

Digital Safety Technologies
3301 Terminal Drive, Suite 119
Raleigh, NC 27604
919-719-0401
Tax ID: 26-3820794

Ship Information:

To: Sedalia Police Department
Attn: Commander Matthew Wirt
201 W 2nd St.
Sedalia, MO 65301
Phone: 660-827-7823
FAX:
Email: mwirt@cityofsedalia.com

Date: 11-Sep-12
Quote Number: JZ09112012
Salesperson:

IN-VEHICLE					
QTY	PART #	DESCRIPTION	MSRP	PRICE	TOTAL
4	800-0000000	DP3 MDVR 32GB - MDVR with 32GB SSD	\$3,000.00	\$2,175.00	\$8,700.00
4	355-0000006	DP3 MDVR SOFTWARE	\$355.00	\$249.00	\$996.00
4	800-0000004	DP3 MDVR STANDARD INSTALLATION KIT	\$305.00	\$195.00	\$780.00
4	800-0000002	ENCODER KIT	\$555.00	\$394.00	\$1,576.00
4	701-0000100V2	GPS WASS including 3m cable	\$180.00	\$130.00	\$520.00
4	602-0000031	ETHERNET, 6.0m (DVR to Encoder extension)	\$40.00	\$30.00	\$120.00
4	602-0000036	RJ45 DATA CABLE 6.0m (MDVR to MDT RJ45 Plug)	\$30.00	\$20.00	\$80.00
4	701-0000103	RJ45 DATA PORT, 0.5m (RJ45 Jack Docking Port)	\$40.00	\$30.00	\$120.00
SERVICES					
QTY	PART #	DESCRIPTION	MSRP	PRICE	TOTAL
1	NoVehicleInstall	No in-vehicle installation required.	\$0.00	\$0.00	\$0.00
1	NoServerInstall	No back office installation required.	\$0.00	\$0.00	\$0.00

COMMENTS/NOTES

Note 1: Unless specifically quoted, DST assumes that the Customer has a wireless and/or wired infrastructure in place to support the transfer of data from the MDVR. The DP3 back office typically requires Windows Server 2008 R2 and SQL Server 2008 R2. The Customer is responsible for procuring and installing the operating system and SQL software. Contact the Salesperson at the phone number on the quote to verify what software is required for your system. Installation of the in-vehicle system requires a DST certified installer. Contact the Salesperson at the phone number on the quote to get a list of certified installers or to request certification.

Total In-Vehicle Systems:	4
In-Vehicle Price Per System:	\$3,223.00
Total In-Vehicle:	\$12,892.00
Services:	\$0.00
Subtotal:	\$12,892.00
Shipping: [MUST ENTER]	\$100.00
0.00% Tax:	\$0.00
Credit Card Fee (3%):	\$0.00
Total:	\$12,992.00

Quotation by:	Jonathan Zimmerman
Phone:	330-338-4275
Fax:	1-866-542-8690
Customer Signature:	
Purchase Order Number:	

v033

AVAILABLE OPTIONS

IN-VEHICLE	PART #	DESCRIPTION	MSRP	PRICE
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	800-000003	UNINTERRUPTIBLE POWER SUPPLY BATTERY ENCLOSURE KIT (Enclosure, (2) Hardware Kits, UPS Cable 0.5m, Instructions, Battery not included)	\$120.00	\$90.00
BODY CAMERA				
	800-000006	VIEVU PVR-LE2 Camera Kit. Includes camera, 110V wall adapter, 12V car adapter, USB/RS232 cable, spring clip, pin clip.	\$899.95	\$899.95
	701-0000125	VIEVU Car Kit. Includes window mount, USB charging cable, and 12V car adapter.	\$39.99	\$39.99
BACK OFFICE SOFTWARE				
	PART #	DESCRIPTION	MSRP	PRICE
	350-000003	DP3 VRS BACK OFFICE ACTIVE DIRECTORY MODULE (Option)	\$850.00	\$500.00
	350-000004	DP3 VRS BACK OFFICE MAPPING MODULE (Option)	\$850.00	\$500.00
	350-000005	DP3 VRS BACK OFFICE STREAMING MODULE (Option)	\$850.00	\$500.00
	350-000006	DP3 VRS BACK OFFICE ATS MODULE (Option)	\$850.00	\$500.00
SERVICES				
	PART #	DESCRIPTION	MSRP	PRICE
	325-3000	DP3 2nd year extended warranty and phone support (per unit)	\$333.00	\$250.00
	325-3001	DP3 3rd year extended warranty and phone support (per unit)	\$400.00	\$300.00
	325-3002	DP3 4th year extended warranty and phone support (per unit)	\$467.00	\$350.00
	325-3003	DP3 5th year extended warranty and phone support (per unit)	\$533.00	\$400.00
	325-0013	Advance replacement Service - 2nd day - Annual per car charge - must be purchased in conjunction with warranty (per DVR per year)	\$88.00	\$88.00
	325-0014	Advance replacement Service - 1 day - Annual per car charge - must be purchased in conjunction with warranty (per DVR per year)	\$100.00	\$100.00
	325-2202	DST Enhanced Microphone 2nd year extended warranty and phone support (per Enhanced Microphone)	\$20.00	\$20.00
	325-2203	DST Enhanced Microphone 3rd year extended warranty and phone support (per Enhanced Microphone)	\$25.00	\$25.00
	325-2204	DST Enhanced Microphone 4th year extended warranty and phone support (per Enhanced Microphone)	\$30.00	\$30.00
	325-2205	DST Enhanced Microphone 5th year extended warranty and phone support (per Enhanced Microphone)	\$35.00	\$35.00
	325-0041	VIEVU Extended 9 month warranty. Extends warranty to 1 year.	\$140.00	\$140.00
	325-0042	VIEVU Extended 12 month warranty. Extends warranty to 2 years.	\$280.00	\$280.00

TERMS & CONDITIONS

These Terms & Conditions apply to your purchase and license of the products and/or services from Digital Safety Technologies, Inc. ("DST").

Warranties: DST Hardware. DST warrants its hardware against defects in material and workmanship under normal use for a period of twelve months from the date of shipment. DST hardware covered by this warranty includes the DVR, the components within the DVR and DST branded equipment sold in connection with the DVR including the LCD monitor (when applicable). This warranty extends only to original purchaser. The exclusive remedy and the entire liability of DST and its suppliers under this warranty will be the charge of DST or its service center to replace or repair upon return of the equipment to DST or its authorized service center, freight pre-paid. Removable media such as USB memory or SD card memory devices that may be used in conjunction with the LCD monitor to transfer data are not covered under this warranty. DST technical support must be contacted prior to the removal of any hardware from any vehicle, and a determination of hardware failure must be made and a Return Materials Authorization (RMA) must be issued prior to the return of any hardware to DST for warranty repair or replacement. Certain environmental factors may affect the practical functionality of DST hardware which is not considered cause for repair under this warranty agreement. Improper mounting of hardware may void this warranty. Please consult DST for an outline of published hardware mounting locations and temperature operating conditions. DST does not authorize the customization of its hardware by the customer, and will void this warranty.

DST Software: DST warrants its software will perform substantially in accordance with the documentation provided for a period of twelve months from the date of shipment. DST software covered by this warranty includes the firmware embedded in the DVR and DST software products on the associated Quote or Purchase Order. DST does not warrant third-party software sold, recommended or used in connection with DST software, including without limitation, operating systems, which are licensed AS-IS, and DST disclaims all liability in connection therewith. DST may meet its warranty obligations herein by providing access to patches, fixes, service packs and updated versions of its software, including by providing Customer with access to a download link on its website. Customer will provide DST with access to servers on which DST's software is located so that DST may perform diagnostics, analysis and repair remotely. If Customer refuses to provide remote access to servers where DST's software is located, Customer will be charged for on-site repair services required to complete software warranty repairs. DST

Third Party Hardware and Software: DST will pass third party warranties to the extent allowed by original equipment manufacturers or third party providers of equipment sold by DST in connection with the sale of DST hardware. However, other than DST hardware and DST software, DST does not warrant equipment, hardware or equipment sold or recommended by DST or its distributors in connection with DST equipment, and disclaims all liability in connection therewith.

Intellectual Property Infringement: DST warrants that, for a period of three years from the date of shipment, the Customer's use of the DST hardware and DST software in connection with the DST products and for the purposes and in the manner provided in DST's user manual, will not violate, and will not cause the Customer to violate, the terms of the intellectual property rights of other parties. To the extent that the foregoing warranty is violated, DST may provide a non-infringing workaround providing substantially the same functionality as the original and/or obtain for Customer the right to continue using the infringing technology. To the extent that DST is able to provide the foregoing, that shall be DST's sole liability under this warranty. To the extent the following is not provided within a reasonable time, Customer may require DST to repurchase the infringing DST product at the original price less 1/3rd

Non-Warranty Support & Maintenance/Installation: Repairs, replacements, customer support and upgrades not specifically listed above, as well as extended warranty periods, may be available for purchase by Customer as an additional product or service. Please speak with your sales representative for further information. Installation services, if purchased as indicated on the quote or purchase order, assumes no atypical obstructions or difficulties in the vehicles, computers, offices, depots and other facilities and equipment on which the product is to be installed or in obtaining access thereto by DST and its subcontractors. Additional charges may be required in such cases. Vehicle installations must be performed by a DST certified installer.

Payment Terms: Payment for equipment and software is due net 30 days from shipment to Customer. Payment for services are due net 30 days from installation or completion of services (except in the event of prepaid services, such as support & maintenance Agreements or extended warranties, which are due net 30 from invoice). DST reserves the right to charge a late payment fee on all outstanding accounts in the amount of the lessor of: 1.5% per month or the highest amount allowable under applicable law. DST may also collect reasonable attorneys' fees and expenses incurred or owed in connection with collection of past due amounts. Payments from a Customer will be applied first against such fees and expenses, then against accrued interest and then against outstanding accounts from longest outstanding to most recent, unless DST determines otherwise in its discretion.

License of Software: Digital Safety Technologies software is licensed and not sold and is subject to the terms and conditions of DST's end-user license agreement, which may be found at: www.digitalsafetytech.com/index.php/homepage/support/software-user-license-agreements, and is incorporated by reference herein. Customer should review these terms and conditions and purchase/license or use of the product by Customer and/or its personnel or agents indicates agreement to such terms and conditions.

Intellectual Property: DST and its suppliers retain all rights to intellectual property incorporated into or relating to the products and services sold or licensed hereunder. The products and services sold or licensed hereunder are not "works for hire" and Customer is claiming no rights with regard thereto.

Export Prohibited: Customer represents that it is not purchasing or licensing the DST products for resale, distribution or other transfer into another country and that Customer is aware that any such transfer or exporting of DST products may violate U.S. or foreign import or export laws, for which Customer would be wholly responsible.

Subcontractors: DST may engage subcontractors to perform installation, support and other services hereunder.

These Terms and Conditions Supersede Others: These terms and conditions, along with the products and prices set forth on the quote or purchase order with which these terms and conditions are attached or associated form the contract by which Customer is purchasing and licensing the products and services on such quote or purchase order and may not be varied or changed without the express written consent of both Customer and DST. Customer and DST agree that additional payment terms or other conditions which may be included on Customer forms (such as invoices, orders, statements) or correspondence, whether prior to, simultaneously with, or following the entering into of the Quote or Purchase Order, shall not form part of this contract and shall not constitute a counteroffer or offer for a new contract which may be accepted by DST's performance, delivery or reply and shall not be binding or

Governing Law/Venue: The parties agree that North Carolina law, excluding its choice of law or conflicts-of-laws provisions, shall apply to the interpretation and enforcement of this Quote or Purchase Order (including these terms and conditions), and that the exclusive jurisdiction for the filing of litigation relating to or arising out of this Quote or Purchase Order (including these terms and conditions) and the performance hereunder, shall be federal or state courts sitting in Wake County, North Carolina, and the parties herein submit to and will not contest personal jurisdictions of such courts.

DISCLAIMERS AND LIMITATIONS: PLEASE READ CAREFULLY: EXCEPT AS EXPRESSLY PROVIDED IN THE WARRANTIES SET FORTH ABOVE, THE PRODUCT AND SERVICES SOLD OR LICENSED HEREUNDER ARE PROVIDED "AS IS" WITHOUT WARRANTY OR INDEMNIFICATION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN JURISDICTIONS WHERE WARRANTIES, GUARANTEES, REPRESENTATIONS, AND/OR CONDITIONS OF ANY TYPE MAY NOT BE DISCLAIMED OR LIMITED, ANY SUCH WARRANTY, GUARANTEE, REPRESENTATION AND/OR WARRANTY IS: (1) HEREBY LIMITED TO THE PERIOD OF EITHER (A) THIRTY (30) DAYS FROM THE DATE OF INSTALLATION OR (B) THE SHORTEST PERIOD ALLOWED BY LAW IN THE APPLICABLE JURISDICTION IF A THIRTY (30) DAY LIMITATION WOULD BE UNENFORCEABLE; AND (2) DST'S SOLE LIABILITY FOR ANY BREACH OF ANY SUCH WARRANTY, GUARANTEE, REPRESENTATION, AND/OR CONDITION SHALL BE TO REPAIR OR REPLACE THE AFFECTED PRODUCT(S). WARRANTIES SHALL NOT APPLY TO THE EXTENT PERFORMANCE OR USE OF THE PRODUCTS OR SERVICES IS ADVERSELY IMPACTED BY PRODUCTS OR SERVICES OF OTHERS, OR USE OF THE PRODUCTS OR SERVICES IN A MANNER OTHER THAN RECOMMENDED IN DST DOCUMENTATION.

IN NO EVENT SHALL DST OR ITS SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT LICENSOR HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE PRODUCTS OR SERVICES SOLD OR LICENSED HEREUNDER. SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

To: Gary Edwards
From: Bill Beck
Date: September 17, 2012
Subject: Heber Hunt Safe Routes to School Change Order No. 3

I would like to recommend the City approve Change Order No. 3 for Heber Hunt Safe Routes to School Project. The total amount of this change order is an addition of \$1,692.00 which brings the total contract price to \$161,266.70. The increase has been approved by Missouri Department of Transportation and will be 100% reimbursed through the grant.

This change order includes basically three different items. One item adds surface mounted curb to be installed that was not anticipated. After the sidewalk was installed it was noticed that the ground slope adjacent to a yard was steep. This was corrected by adding a six inch surface mounted curb that was dowelled into the sidewalk. This was an increase of \$1,260.00.

The second item is for final quantity adjustments for sidewalk and retaining wall. This was an increase of \$432.00.

The final item in the change order extends the contract duration by 30 days due to the extreme drought conditions. This will allow for the seeding and mulching to take place during more favorable weather conditions.

Thank you.

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



Missouri Department of Transportation

Kansas City District
Daniel Niec, P.E., District Engineer

600 Northeast Colbern Rd.
816.622.6500
Fax: 816.622.6550
1.888.ASK MODOT (275.6636)
Lee's Summit, Missouri 64086

September 12, 2012

Mayor Mary Horn
Sedalia Municipal Building
200 South Osage Avenue
Sedalia, Missouri 65301

Dear Mayor Horn:

Attached is one approved copy of Change Order No.3 for Project No. SRTS-INF-H285 (109), Heber Hunt Sidewalk Improvements.

This Change Order will be participating by the Federal Highway Administration up to the limits of the Federal Funds available for the project.

If you have any questions, please contact me at (816) 607-2105.

Sincerely,

James Bentley
LPA Construction Inspector

JBB

J:\bentj\thomam1\Correspondence\Sedalia\SRTS-INF-H285 (109)\ChangeOrderReturn3.doc



Our mission is to provide a world-class transportation experience that delights our customers and promotes a prosperous Missouri.

www.modot.org

CHANGE ORDER

Sheet No. 1 of 2

Change Order No. 3
 County Pettis
 Route 3rd Street
 Project Heber Hunt SRTS
 Job No. SRTS-INF-H285(109)

To Poort Excavating Contractor
 You are hereby directed to make the following changes from the contract.

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

Due to the extreme drought conditions, the City has requested **30 additional calendar days** be added to the contract period so that seeding and mulching can be done with the anticipated more favorable weather conditions.

20

After a homeowner complaint regarding the steepness of ground slope adjacent to the homeowner's property, the City and Contractor devised a solution of installing a **six-inch high curb**, which will be dowelled onto the recently constructed sidewalk, to reduce the steepness of the ground slope. The unit price was provided by the Contractor, and is in accordance with the City's anticipated cost.

After a project walk-through by the Contractor and the City Inspector to verify final quantities, it was determined that:

- ❖ **Item #3: 4" Sidewalk w/ 4" Aggregate Base** had a total quantity of 1,685 square yards, which is a increase from the 1,655 square yards previously provided for, due to the additional quantity of Item #3 which replaced the reduced quantity of Item #5 (see corresponding bullet) and additional area required for transition areas;
- ❖ **Item #4: 6" Sidewalk/Driveway w/ 6" Aggregate Base** had a total quantity of 332 square yards, which is an increase from the 308 square yards previously provided for, due to additional area required for transition areas at driveways and alleys;
- ❖ **Item #5: 6" Sidewalk w/ Retaining Wall** had a total quantity of 89 square yards, which is a reduction from the 102 square yards previously provided for, due to the in-field adjustments that eliminated the need for a portion of the item;
- ❖ **Item #7: Leveling Patch** had a total quantity of 359 square feet, which is a reduction from the 365 square feet previously provided for, due to in-field adjustments; and
- ❖ **Item #13: Straw Bale Ditch Checks** had a total quantity of 10 each, which is a reduction from the 34 units previously provided for, due to the Contractor not installing the additional units.

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

(A) ESTI- MATE ITEM NO.	(B) CONTRAC- T ITEM NO.	(C) ITEM DESCRIPTION	(D) UNITS PREVIOUSLY PROVIDED FOR	(E) UNITS TO BE CONSTRUCTED	(F) UNITS OVERRUN, UNDERRUN, CONTINGENT	(G) CONTRACT OR AGREED UNIT PRICE	(H) AMOUNT OF OVERRUN OR PLUS CONTINGENT	(I) AMOUNT OF UNDERRUN OR MINUS CONTINGENT
	3.00	4" SIDEWALK W/ 4" AGGREGATE BASE	1,655 SY ✓	1,685 SY	30 SY	\$ 30.00 ✓	\$ 900.00 ✓	\$ 0
	4.00	6" SIDEWALK/DRIVEWAY W/ 6" AGGREGATE BASE	308 SY ✓	332 SY	24 SY	\$38.00 ✓	\$ 912.00 ✓	\$ 0
	5.00	6" SIDEWALK W/ RETAINING WALL	102 SY ✓	89 SY	-13 SY	\$ 84.00 ✓	\$ 0	\$ 1,092.00 ✓
	7.00	LEVELING PATCH	365 SF ✓	359 SF	-6 SF	\$ 8.00 ✓	\$ 0	\$ 48.00 ✓
	13.00	STRAW BALE DITCH CHECKS	34 EA ✓	10 EA	-24 EA	\$ 10.00 ✓	\$ 0	\$ 240.00 ✓
	20.00	SURFACE-MOUNTED 6" CURB	0 LF	42 LF	42 LF	\$ 30.00 ✓	\$ 1,260 ✓	\$ 0
						TOTALS	\$ 3,072.00 ✓	\$ 1,380.00 ✓

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

1. CONTRACT AMOUNT		\$144,441.00 /	The Terms of Settlement outlined above are hereby agreed to.
2. OVERRUN THIS ORDER	\$1,692.00 /		<i>Root Excavating LLC</i> CONTRACTOR
3. OVERRUN PREVIOUS	\$15,133.70 /		
4. TOTAL OVERRUN TO DATE		\$16,825.70 /	by: <i>[Signature]</i> 8/30/12 Date
5. TOTAL		\$161,266.70 /	

[Signature]
SUBMITTED ENGINEER

8/30/12
DATE

[Signature]
APPROVAL RECOMMENDED LOCAL AGENCY

8/30/2012
DATE

[Signature]
APPROVAL RECOMMENDED MODOT

9/12/2012
DATE

APPROVED MODOT CONSTRUCTION

DATE



MEMO

To: Gary Edwards, City Administrator
From: John Simmons, Community Development Director
Date: September 19, 2012
Subject: Bids for Demolition

A handwritten signature in black ink, appearing to be "JS", written over the "From:" line of the memo.

Attached you will find recommendations from Andrew Burt, Chief Building Official, for awarding the demolition bid to Miller's Custom Building. This bid covers demolition of 203 and 204 West Main and repair of common walls at 206 and 207 West Main.

The bottom line on the bids as a cost to the City of Sedalia is \$82,500.00 barring any unforeseen structural stabilization issues in both common walls at 206 and 207 West Main. The bid also has a not to exceed amount of up to \$111,650.00 should existing unseen structural stabilization issues appear during the demolition process.

The demolition budget for this fiscal year is \$200,000.00 with no funds expended as yet. We have awarded demolitions totaling \$8,910.00 which are currently being processed, leaving \$191,090.00 available in the budget. If awarded, this bid would leave \$79,440.00 to \$108,590.00 available for residential demolitions that are being processed this year.

Andrew Burt has been working diligently with this contractor to bring the price of this bid to a reasonable and acceptable level for council approval. He has been adept at creating this solution that significantly reduces the City of Sedalia's expenses to move forward in resolving this problem.

The bids were procured according to City of Sedalia's purchasing policy and meet our demolition standards.

I concur with the recommendation and submit for your approval.



MEMO

To: John Simmons, Community Development Director
From: Andrew S. Burt, Chief Building Official
Date: September 19, 2012
Subject: Bids for Demolition and Repair

In accordance with the City of Sedalia purchasing policy, we have obtained quotes for demolition of the structures located at the following properties:

203 West Main

Recommend awarding bid to Miller's Custom Building in the amount of \$29,300.00

204 West Main

Recommend awarding bid to Miller's Custom Building in the amount of \$22,000.00

In accordance with the City of Sedalia purchasing policy, we have obtained quotes for repair of common walls and roofs located at the following properties:

207 West Main – Common Wall Repair

Recommend awarding bid to Miller's Custom Building in the amount of \$15,125.00

206 West Main – Common Wall Repair

Recommend awarding bid to Miller's Custom Building in the amount of \$16,075.00

Wall repair bids are contingent upon walls being structurally stable once the demolition process is complete. Additional measures may need to be taken to structurally stabilize the walls prior to completion of wall repair. Walls will be evaluated by a design professional prior to the start of wall repair.

Summary:

Total cost of project if structural repairs are not needed for common wall repair	
(recommended above)	- \$82,500.00
Estimated cost of potential repairs if structural stabilization is needed for both	- \$29,150.00
Total cost of project if structural stabilization is needed for both up to, but not to exceed	- \$111,650.00

To: Gary Edwards
From: Bill Beck
Date: September 17, 2012
Subject: Yard Waste Grinding #3

We have solicited bids for a grinding of yard waste located at the City of Sedalia Compost Facility, the City of Sedalia Yard Waste Drop Site and Tim's Tree Service. We received two bids; Braik Brothers Tree Care, Columbia, Missouri for \$27,339.00 and Agricycle, Valley Park, Missouri for \$34,825.00.

I would like to recommend we accept the low bid from Braik Brothers Tree Care. We have worked with this company in the past with no concerns.

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

Yard Waste Grinding #3
September 6, 2012 2:00 p.m.
Mayor's Conference Room

		Braik Brother's Tree Care 8378 I-70 Dr. SE Columbia, MO 65201			AgriCycle Inc. 39 Old Elam Ave. Valley Park, MO 63088		
Description	Unit	Unit Cost	Amount	Unit	Unit Cost	Amount	
Yard Waste Grinding at City of Sedalia Yard Waste Drop Site - 1604 E. 28th Street, Sedalia, MO 65301	Per Site	\$675/hour	\$ 16,538.00	Per Site	\$ 2.10	\$ 4,600.00	
Lot Located just South of 1505 N. Grand (see map)	Per Site	\$675/hour	\$ 7,763.00	Per Site	\$ 1.63	\$ 20,825.00	
Yard Waste Grinding at City of Sedalia Compost Facility - 27882 Hwy U, Sedalia, MO 65301	Per Site	\$675/hour	\$ 3,038.00	Per Site	\$ 2.85	\$ 9,400.00	
Total			\$ 27,339.00			\$ 34,825.00	
Addendum No. 1		YES			NO		
Anti-Collusion Statement		YES			YES		
Bid Bond		No, 5% check in Lieu of Bid Bond			No, 5% check in Lieu of Bid Bond		



September 24, 2012

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

RE: Original Records Destruction

As per RSMo 109.230(4), City records that are on file in the City Clerk's Office and have met the retention schedule will be destroyed in compliance with the guidelines established by the Secretary of State's Office. The City Clerk's Office does hereby request that the City Council authorize the destruction of the following documents:

- Records Requests – Retention 3 years (2005-2008)
- Agreements – Retention 3 years (1991-1994)
- Job Vacancies – Retention 3 years (2008)
- Affidavits of Publication – Retention 3 years (1979-2007)
- General Correspondence – Retention 1 year (1990-2010)
- Public Hearings/Meetings (Magnetic Tapes) (Feb 2011-Aug 2011)

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

Method of destruction will be by shredder. The magnetic tapes described can be erased and re-used in the transaction of current business.

Sincerely,

Arlene Silvey, MRCC

Arlene Silvey, MRCC
City Clerk

AS/jm

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND BRAIK BROTHERS TREE CARE AND GREEN WASTE RECYCLING, LLC FOR YARD WASTE GRINDING #3 PROJECT.

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

WHEREAS, under the bid, the City of Sedalia, Missouri, shall give the sum and amount of Twenty Seven Thousand Three Hundred Thirty-nine dollars (\$27,339.00) to Braik Brothers Tree Care and Green Waste Recycling, LLC for Yard Waste Grinding, Project 2012 – 04, dated August 21, 2012, as described in the proposed agreement and bid documents, all attached hereto as Exhibit A and incorporated by reference.

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

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

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

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 24th day of September 2012.

Presiding Officer of the Council

Approved by the Mayor of said City this 24th day of September 2012.

ATTEST:

Mary Elaine Horn, Mayor

Arlene Silvey, MRCC
City Clerk

CITY OF
SEDALIA, MISSOURI

NOTICE TO CONTRACTORS
PROPOSAL, CONTRACT, BOND, AND SPECIFICATIONS
FOR
YARD WASTE GRINDING #3

PROJECT NO. 2012 - 04

August 21, 2012

BIDDER: BRAIR BROTHER'S TREE CARE

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

TELEPHONE NUMBER: 573-474-7822

DATE: 8-28-12

PROPOSAL

TO THE CITY OF SEDALIA, MISSOURI:

Pursuant to and in compliance with the Notice to Contractors and having examined the plans and specifications with related documents and the site(s) of the proposed work, the undersigned bidder proposes and agrees, if this proposal is accepted, to furnish all labor, materials, tools, supplies, equipment and supervision and to do all other work necessary for the **YARD WASTE GRINDING #3, Project 2012-04, dated August 21, 2012**, as noted in these contract documents for the following price(s):

Item No.	Description	Unit	Unit Cost	Amount
1	Yard Waste Grinding at City of Sedalia Yard Waste Drop Site – 1604 E. 28 th Street, Sedalia, MO 65301	Per Site	\$675/Hour	\$16,538. 14,400 YSS.
2	Lot Located just South of 1505 N. Grand (see map)	Per Site	\$675/Hr.	\$7,763. 2200 YSS.

3) COMPOST FACILITY 27882 HWY. U PER SITE \$675 / Hour \$3,038 2900 YSS.
 Note, all costs to locate equipment to site, remove equipment from site, fuel, and labor are to be included and incorporated into the rate.

TOTAL AMOUNT OF BID: \$ 27,339

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

Addendum No. <u>1</u>	Dated: <u>8-24-12</u>
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

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

NAME OF BIDDER: BRAIK BROTHER'S TREE CARE

BY: ROCKEY MED

TITLE: SALES

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

DATE: 8-29-12

CONTRACT AGREEMENT

STATE OF MISSOURI
COUNTY OF PETTIS

THIS AGREEMENT AND INDENTURE MADE AND ENTERED INTO THIS, the 6 day of SEPT, 2012 by and between the CITY OF SEDALIA, MISSOURI.

Party of the first part, termed in this agreement and the Contract Documents as the "CITY", and ~~BRANK BROTHERS INCORPORATED~~ Party of the second part, termed in this agreement and the Contract Documents as the "CONTRACTOR".

WITNESSETH:

THAT, WHEREAS, the City has heretofore caused to be prepared certain contract documents for furnishing material, personnel and performing work therein fully described, and the Contractor did, on the 6 day of SEPT, 2012 file with the City a copy of said contract documents together with his offer and proposal to furnish said material and perform said work at the terms therein fully stated and set forth; and,

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

IT IS, THEREFORE, AGREED:

1. That a copy of said contract documents filed as aforesaid be attached hereto and that the same do in all particulars become the agreement and contract between the parties hereto in all matters and things set forth therein and described; and further, that both parties hereby accept and agree to the terms and conditions of said contract documents so filed for the **Yard Waste Grinding #3, Project 2012-04, dated August 21, 2012,**
2. The Contract Documents hereto annexed are made a part of this agreement and contract as fully and absolutely as if herein set out.
3. That the wages paid under this contract shall be not less than the prevailing rate of wages as determined by the Missouri State Division of Labor Standards.
4. This contract is executed in four (4) copies.

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

ATTEST:

City Clerk

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

BY: _____
Gary Edwards
City Administrator

SEAL

(If a corporation)

ATTEST: _____
Secretary

SIGNATURE OF CONTRACTOR
(Party of the second part)

CONTRACTOR:

(CORPORATE SEAL)

BY: _____
(Name & Title)

(If an individual or partnership)

CONTRACTOR: _____

BY: _____
(Name & Title)

STATE OF MISSOURI

COUNTY OF BOONE

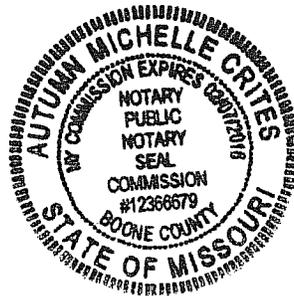
On this 30th day of August, 2012 before me personally appeared Rocky Meo to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

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

Autumn Michelle Crites
Notary Public

My Commission Expires:

2/7/2014



AFFIDAVIT

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

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

EMPLOYEE:

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

FEDERAL WORK AUTHORIZATION PROGRAM:

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

KNOWINGLY:

A person acts knowingly or with knowledge,

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

UNAUTHORIZED ALIEN:

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

Before me, the undersigned Notary Public, in and for the County of Boone, State of Missouri, personally came and appeared Rocky Meo
(Name)

Sales, of the Brick Brothers,
(Position) (Name of the Company)

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

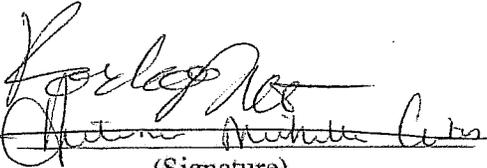
Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and CITY OF SEDALIA.

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

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

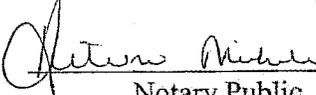
YARD WASTE GRINDING #3, PROJECT NO. 2012-04

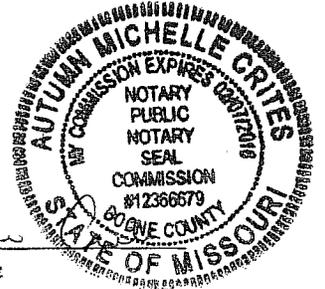
located at in Sedalia, Pettis County, Missouri, and completed on the 30th day of August, 2012.


(Signature)

Subscribed and sworn to me this 30th day of August, 2012.

My Commission expires: 2/7/2016


Notary Public



PLEASE NOTE:

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

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

WAGE RATE STIPULATIONS:

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

WAGE RATE DETERMINATIONS:

The State of Missouri wage rate determinations are published hereafter.

AFFIDAVIT

COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County of Boone, State of Missouri, personally came and appeared Rocky Mc
(Name)

Sales, of the Brink Brothers,
(Position) (Name of the Company)

(a corporation) (a partnership) (a proprietorship) and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290, Section 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination No.19 issued by the Division of Labor Standards on the 9th day of March, 2012, in carrying out the contract and work in connection with

YARD WASTE GRINDING #3 located at CITY OF SEDALIA in
(Name of Project) (Name of Institution)

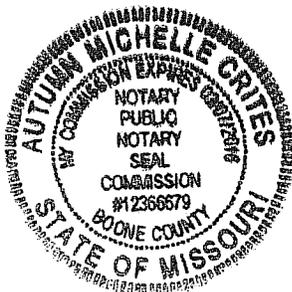
Boone County, Missouri, and completed on the 30th day of August, 2012.

[Signature]
(Signature)

Subscribed and sworn to me this 30th day of August, 2012.

My Commission expires: 2/7/2014

[Signature]
Notary Public



BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 48-25(a) TO THE CODE OF ORDINANCES TO ACCEPT DEMOLITION AND CONSTRUCTION WASTE IN THE WEEKLY TRASH COLLECTION .

WHEREAS, the City of Sedalia, Missouri, after study and upon the recommendation of the Clean Up Sedalia Committee, has determined that demolition and construction waste should be accepted for disposal in the weekly trash collection schedule, subject to the weight and size restrictions already provided for in the Code of Ordinances.

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

Section 1. Section 48-25(a) of the City's Code of Ordinances is amended to read as follows:

"a. The occupant or owner of every dwelling unit and of every institutional, commercial or business, industrial or agricultural establishment producing solid waste within the corporate limits of the city shall provide sufficient and adequate containers for the storage of all solid waste except bulky rubbish to serve each such dwelling unit or establishment; and to maintain such solid waste containers at all times in good repair."

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 24th day of September, 2012.

Presiding Officer of the Council

Approved by the Mayor of said City this 24th day of September, 2012.

Mary Elaine Horn, Mayor

ATTEST:

Arlene Silvey, MRCC
City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 10-413(3) OF THE CODE OF ORDINANCES RELATING TO AMENDMENTS TO SECTION 302.4 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE.

WHEREAS, the City of Sedalia, Missouri, after study and upon the recommendation of the Clean Up Sedalia Committee, has determined that the maximum height for weeds, grass or plant growth shall be reduced from twelve (12) inches to eight (8) inches and that the notice period shall be 15 days.

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

Section 1. Section 10-413(3) of the Code of Ordinances relating to Section 302.4 of the International Property Maintenance Code as previously adopted by the City of Sedalia, Missouri is amended to read as follows:

“All premises and exterior property shall be maintained free from weeds or plant growth in excess of eight (8) inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the owner or agent having charge of a property to cut and destroy weeds after 15 days have passed after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.”

Section 2. This ordinance shall be in full force and effect from and after its passage and approval with an effective date of January 1, 2013.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 24th day of September, 2012.

Presiding Officer of the Council

Approved by the Mayor of said City this 24th day of September, 2012.

Mary Elaine Horn, Mayor

ATTEST:

Arlene Silvey, MRCC City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ADDING SECTION 10-413(10) OF THE CODE OF ORDINANCES RELATING TO AMENDING THE DEFINITION OF RUBBISH CONTAINED IN SECTION 202 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE.

WHEREAS, the City of Sedalia, Missouri, after study and upon the recommendation of the Clean Up Sedalia Committee, has determined that the definition of rubbish as contained in the International Property Maintenance Code shall be amended to include furniture and appliances originally manufactured for indoor use shall not used in an outdoor setting.

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

Section 1. Section 10-413(10) of the Code of Ordinances relating to the definition of rubbish contained Section 202 of the International Property Maintenance Code is added to read as follows:

“RUBBISH. Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree braches, yard trimmings, tin cans, metals, mineral matter, glass, crockery, dust and other similar materials and furniture and appliances originally manufactured for indoor use being used in an outdoor setting.”

Section 2. This ordinance shall be in full force and effect from and after its passage and approval with an effective date of January 1, 2013.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 24th day of September, 2012.

Presiding Officer of the Council

Approved by the Mayor of said City this 24th day of September, 2012.

Mary Elaine Horn, Mayor

ATTEST:

Arlene Silvey, MRCC City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING FOR CITY MAINTENANCE WISCONSIN AVENUE, GRANNY LANE AND MCKEE AVENUE LOCATED IN MENARDS PLAZA WITHIN THE CITY OF SEDALIA, MISSOURI.

WHEREAS, Theron J. Berg, Real Estate Manager for Menard Inc., has asked the City of Sedalia to accept Wisconsin Avenue, Granny Lane and McKee Avenue located within Menards Plaza for street maintenance; as said street improvements have been built to City specifications and standards within public rights-of-way.

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

Section 1. The Council of the City of Sedalia, Missouri hereby approves and accepts for City maintenance Wisconsin Avenue, Granny Lane and McKee Avenue located in Menards Plaza.

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 24th day of September 2012.

Presiding Officer of the Council

Approved by the Mayor of said City this 24th day of September 2012.

Mary Elaine Horn, Mayor

ATTEST:

Arlene Silvey, MRCC City Clerk

August 28, 2012

Sent Via First Class Mail:

Attn: Devin Stevens
Public Works Project Manager
Public Works Department
City of Sedalia
200 S. Osage
Sedalia, Mo 65301

Re: Request to Accept Ownership of Public Roadway Improvements

Please accept this letter as Menard, Inc.'s formal request that the City of Sedalia take ownership of and maintenance responsibilities for the public roadway improvements installed within the Menards Plaza Development known as Wisconsin Avenue, Granny Lane, and McKee Avenue. Menard, Inc. hereby states that the public roadway improvements installed for the purposes of operating a Menards store located at 4400 Wisconsin Avenue in Sedalia, Missouri, were built to the City of Sedalia's specifications.

Therefore, we would ask that the City of Sedalia officially take over ownership, control and maintenance responsibilities for said improvements at the next available City Council meeting.

Cordially,

Theron J. Berg
Real Estate Manager
Menard, Inc.
5101 Menard Drive
Eau Claire, WI 54703

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING FOR CITY MAINTENANCE PUBLIC FORCE MAIN AND SANITARY SEWER AND STORM SEWER IMPROVEMENTS INCLUDING A LIFT STATION FOR MENARDS PLAZA IN THE CITY OF SEDALIA, MISSOURI.

WHEREAS, Theron J. Berg, Real Estate Manager for Menard Inc., has asked the City of Sedalia to accept for city maintenance the public sanitary sewer, force main and lift station improvements installed within the apparent Right-of-Way of Main Street and within the Menards Plaza Development as well as the public storm sewer improvements also located within the Menards Plaza Development in the City of Sedalia, Missouri; said improvements were installed for the purposes of benefiting the public and operating a Menards store located at 4400 Wisconsin Avenue and located within Menards Plaza; and said sanitary sewer, force main and storm sewer improvements were constructed to City specifications and standards.

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

Section 1. The Council of the City of Sedalia, Missouri hereby approves and accepts for City maintenance public sanitary sewer, force main, lift station and storm sewer improvements for Menards Plaza.

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

Section 3. This ordinance shall take effect and be in full force and effect 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 24th day of September 2012.

Presiding Officer of the Council

Approved by the Mayor of said City this 24th day of September 2012.

Mary Elaine Horn, Mayor

ATTEST:

Arlene Silvey, MRCC City Clerk

August 28, 2012

Sent Via First Class Mail

Attn: Devin Stevens
Public Works Project Manager
Public Works Department
City of Sedalia
200 S. Osage
Sedalia, Mo 65301

**Re: Request to Accept Ownership of Force Main and
Sanitary Sewer Gravity Main Improvements (including Lift Station)
Request to Accept Ownership of Storm Sewer Improvements**

Please accept this letter as Menard, Inc.'s formal request that the City of Sedalia take ownership of and maintenance responsibilities for the public force main improvements installed within the apparent Right-Of-Way of Main Street and Oak Grove Lane, including a lift station in the City of Sedalia. Please also take ownership of and maintenance responsibilities for the public sanitary sewer gravity main located within the Menards Plaza Development. Menard, Inc. hereby states that the public force main and gravity main improvements installed for the purposes of benefiting the public and operating a Menards store located at 4400 Wisconsin Avenue in Sedalia, Missouri, located within the Menards Plaza Development, were built to the City of Sedalia's specifications.

Please accept this letter as Menard, Inc.'s formal request that the City of Sedalia take ownership of and maintenance responsibilities for the public storm sewer improvements installed within a dedicated easement or with the road right-of-ways, all located within the Menards Plaza Development in the City of Sedalia. Menard, Inc. hereby states that the public storm sewer improvements installed for the purposes of benefiting the public and operating a Menards store located at 4400 Wisconsin Avenue in Sedalia, Missouri, located within the Menards Plaza Development, were built to the City of Sedalia's specifications.

Therefore, we would ask that the City of Sedalia officially take over ownership, control and maintenance responsibilities for said improvements at the next available City Council meeting.

Cordially,

Theron J. Berg
Real Estate Manager
Menard, Inc.
5101 Menard Drive
Eau Claire, WI 54703

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING AN AMENDED AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND WASTE CORPORATION OF MISSOURI, INC.

WHEREAS, in 2011, the City of Sedalia, Missouri had received a proposal to enter into an agreement by and between the City of Sedalia, Missouri and Waste Corporation of Missouri, Inc. to issue it a permit to accept industrial wastewater and to enter into an agreement to accept said wastewater, contingent upon City's acceptance of the lift station that Waste Corporation of Missouri, Inc. will be connecting to and the City did so by passing Ordinance No. 9914 on December 5, 2011; and

WHEREAS, said lift station has now been dedicated to the City of Sedalia; and

WHEREAS, Waste Corporation of Missouri, Inc. also desires to discharge the domestic wastewater from the State Fair Community College's Missouri Center for Waste to Energy Facility located on Waste Corporation's land, in addition to Waste Corporation's industrial wastewater as more fully described in the proposed amended permit and agreement attached to this ordinance and incorporated by reference herein as though the proposed agreement were set forth herein.

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

Section 1. The Council of the City of Sedalia, Missouri hereby approves and accepts the agreement by and between the City of Sedalia, Missouri and Waste Corporation of Missouri, 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 Director of Public Works is authorized and directed to issue a permit to Waste Corporation of Missouri, Inc. to allow a discharge of its wastewater to the City of Sedalia's wastewater system.

Section 4. 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 5. This ordinance shall be in full force and effect from and after its passage and approval.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 24th day of September, 2012.

Presiding Officer of the Council

Approved by the Mayor of said City this 24th day of September, 2012.

Mary Elaine Horn, Mayor

ATTEST:

Arlene Silvey, MRCC
City Clerk

Waste Corporation of Missouri

33924 Olathe Dr. * Lebanon, Missouri 65536 * Telephone 417 426 5001 * Fax 417 426 5010

August 27, 2012

Mr. Bill Beck, Jr., Public Works Director
City of Sedalia
200 S. Osage
Sedalia, MO 65301

RE: Waste Corporation of Missouri, Inc. - Central Missouri Landfill
Request for Connection to City Of Sedalia Wastewater Collection System

Dear Mr. Beck:

As requested, Waste Corporation of Missouri, Inc. – Central Missouri Landfill is providing this written request to connect to the City of Sedalia wastewater collection system. The connection will occur at the “Menards Lift Station” located west of Oak Grove Lane. Upon approval of this request, Central Missouri Landfill will connect and discharge process waste water to the City of Sedalia wastewater collection system in accordance with the approved Industrial Wastewater Discharge Permit.

A copy of the easement between Central Missouri Landfill and Menards will be provided to you under separate cover.

Closing

If you have any questions or need additional information regarding this request, please contact me at 314.420.3058.

Sincerely,



Derrick Standley
Regional Director of Engineering and Compliance

cc: Rod Bloese, Genesis

City of Sedalia, Missouri Industrial Wastewater Discharge Permit

No. 00X

In accordance with the provisions of the Chapter 60 of the City of Sedalia's Code of Ordinances:

Waste Corporation of Missouri, Inc. - Central Missouri Landfill

is hereby authorized to discharge industrial wastewater from the above identified facility into the City of Sedalia's wastewater collection system in accordance with the effluent limitations, monitoring requirements and other conditions set forth in this permit.

Waste Corporation of Missouri, Inc. – Central Missouri Landfill, is also authorized to discharge domestic wastewater from the State Fair Community College's Missouri Center for Waste to Energy's facility located on the permittee's property.

All discharges authorized herein shall be consistent with terms and conditions of this permit. The discharge of any pollutant identified in this permit more frequently or at a level in excess of that authorized shall constitute a violation of this permit.

This permit is hereby effective as of September 24, 2012 and shall expire at midnight on September 24, 2017.

The permittee shall not discharge industrial waste after the date of expiration. If the permittee wishes to continue to discharge after this expiration date **an application must be filed for reissuance of this permit** in accordance with the requirements of Chapter 60, Utilities section of the Code of Ordinance-City of Sedalia, Missouri, **a desirable 120 days but a minimum of 90 days prior to the expiration date.**

By: _____
Bill Beck, Jr.
Public Works Director

Issued this 24th day of September, 2012

Part 1 - APPLICABLE EFFLUENT LIMITATIONS

SECTION 1 - EFFLUENT DISCHARGE LIMITS

A. During the period of **September 24, 2012 to September 24, 2017** the permittee is authorized to discharge process wastewater to the City of Sedalia wastewater collection system from the outfall(s) listed below.

Outfall Menards Lift Station – See description and map

B. During the period of **September 24, 2012 to September 24, 2017** the discharge from the **Outfall** shall not exceed the following effluent limitations. In addition, the discharge shall comply with all applicable regulations and standards contained in Chapter 60 Sec. of the Code of Ordinances-City of Sedalia, Missouri.

Pollutant	Central Plant (lbs./day)
Cadmium	0.158
Chromium (total)	2.753
Copper	2.069
Cyanide	0.195
Lead	0.358
Nickel	1.142
Silver	0.299
Zinc	12.231
Arsenic	0.177
Mercury	0.134
Total Toxic Organics (TTO)	2.13 mg/l

pH 6 to 9

Flow less than 25 gallons per minute (GPM)

C. The permittee shall not discharge wastewater from any outfall:

- Having a flow greater than 7.5 gallons/minute
- Having a pH lower than 6.0 or higher than 9.0;
- Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems.
- Containing fats, wax, grease, or oil whether emulsified or not, in excess of one hundred 100 mg/l or containing substances which may solidify or become viscous at temperatures between thirty-two (32 F) and one hundred forty (140) degrees Fahrenheit; [(zero (0) degrees to forty (40) degrees Celsius)].

- Containing petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin in amounts that will cause interference or pass through.
- Containing gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquids, solids, or gases;
- Having a temperature higher than 104 F (40 C);
- Containing any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch, unground garbage, whole blood, manure, hair and fleshings, entrails and paper dishes, cups, milk containers or any other solids or viscous substances capable of causing obstructions or other interferences with proper operation of the wastewater collection system;
- Containing pollutants which create a fire or explosion hazard in the POTW, including but not limited to waste streams with a closed cup flashpoint less than 140 Fahrenheit or 60 Centigrade using the test method specified in 40 CFR 261.27;
- Containing any pollutant, including oxygen demanding pollutants (BOD etc) at flow rates and/or concentrations, this will cause interference with the City of Sedalia wastewater treatment facility.

PART 2 - MONITORING AND REPORTING REQUIREMENTS

SECTION 1 - MONITORING REQUIREMENTS

A. During the period of **September 24, 2012 to September 24, 2017** the discharge shall be monitored for the following:

<u>Parameter</u>	<u>Frequency</u>	<u>Sample Type</u>
Flow (GPM)	Daily	See (5) Below
pH	Daily	Grab
Arsenic	Semi-Annual	Composite
Cadmium	Semi-Annual	Composite
Chromium	Semi-Annual	Composite
Copper	Quarterly	Composite
Cyanide	Semi-Annual	Grab
Lead	Quarterly	Composite
Mercury	Semi-Annual	Composite
Nickel	Quarterly	Composite
Silver	Semi-Annual	Composite
Zinc	Quarterly	Composite
Oil and Grease	Semi-Annual	Composite
TTO	Annual	Composite

(1) The sampling point(s) shall be representative of what is discharged into the Menards Lift Station. WCA – Central Missouri Landfill shall develop a sampling plan listing location(s) of grab and composite sample points. This sampling plan shall be attached as an addendum to this permit. If for some reason the sampling plan shall change, the City of Sedalia shall be notified within 10 days of the change, and an updated sampling plan shall be attached to this permit within 30 days of the change.

(2) Quarterly samples are to be analyzed at least once every 3 months and shall consist of 3 daily samples collected in a two week period.

(3) Semi-annual samples are to be analyzed at least once every 6 months and shall consist of 3 daily samples collected in a two week period.

(4) Definitions of sample types can be found in Part 4, Section 1 of this permit.

(5) Submit flow data measured as GPM. The report shall be submitted monthly and is due by the 10th of the month. **Indicate how this water flow measurement is obtained in your update of the Industrial User Management Practices Report specified in Part 3. Section 2.A**

B. All handling and preservation of collected samples and laboratory analysis of samples shall be performed in accordance with **40 CFR Part 136** and amendments thereto unless specified otherwise in the monitoring conditions of this permit.

SECTION 2 - REPORTING REQUIREMENTS

A. Monitoring Reports

Monitoring results obtained shall be summarized and reported on a quarterly basis according to the following schedule:

1ST QUARTER: Samples collected during three month period (January, February, and March)
Analysis required for pH, Copper, Lead, Nickel, and Zinc.
Report due _____ (by the 10th, 15th???)

2ND QUARTER/SEMI-ANNUAL: Samples collected during three month period (April, May, June)
Analysis required for pH, Arsenic, Cadmium, Chromium, Copper, Cyanide, Lead, Mercury, Nickel, Silver, Zinc, and Oil and Grease
Report due _____ (by the 10th, 15th???)

3RD QUARTER: Samples collected during three month period (July, August, and September)
Analysis required for pH, Copper, Lead, Nickel, and Zinc.
Report due _____ (by the 10th, 15th???)

4TH QUARTER/SEMI-ANNUAL: Samples collected during three month period (Oct, Nov, and Dec)
Analysis required for pH, Arsenic, Cadmium, Chromium, Copper, Cyanide, Lead, Mercury, Nickel, Silver, Zinc, Oil and Grease, and TTO
Report due _____ (by the 10th, 15th???)

The report should indicate the nature and concentrations of all pollutants in the process wastewater discharges which are regulated by the standards set forth in Part 1 Section 1.C. and the water usage as set forth in Part 2, Section 1.A.(5).

B. Additional Testing

If the permittee monitors any pollutant more frequently than required by this permit, the results of all such monitoring shall be submitted to the City of Sedalia.

C. Accidental Discharge Report

1. The permittee shall notify the City of Sedalia immediately upon the occurrence of an accidental discharge of substances prohibited by Chapter 60 of the Code of Ordinances. During normal business hours the City's Pretreatment Coordinator should be notified by telephone at 660-826-3857 or the City's Wastewater Operations personnel should be notified at the Central Wastewater Treatment Plant 660-826-4545. At all other times the City's Police Department should be notified by telephone at 660-826-8100. The notification shall include location of discharge, date and time thereof, type of waste, including concentration and volume, and corrective action taken and/or to be taken. Within five days following an accidental discharge, the permittee shall submit to the City of Sedalia a detailed written report. The report shall specify:

a. Description of the upset, slug or accidental discharge, the cause thereof, and the impact on the permittee's compliance status. The description should also include location of discharge, type, concentration and volume of waste.

- b. Duration of non-compliance, including exact dates and times of non-compliance, and if the non-compliance is reasonably expected to occur.
- c. All steps taken or to be taken to reduce, eliminate, and prevent recurrence of such an upset, slug, accidental discharge, or other condition of non-compliance.

D. Hazardous Waste Reporting

The Industrial User shall notify the City of Sedalia, The EPA Regional Waste Management Division Director and State Hazardous Waste authorities in writing of any discharge of a substance which if otherwise disposed of would be a hazardous waste under **40 CFR Part 261**. Such notification must include the name of the hazardous waste under **40 CFR Part 261**, EPA hazardous waste number and the type of discharges (continuous, batch or other). If the facility discharges more than 100 kilograms in a calendar month, the notification shall also contain the identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the waste stream during the calendar month and an estimation of the mass of constituents to be discharged during the following twelve months. Dischargers are exempt from these requirements during a calendar month in which they discharge no more than 15 kilograms of hazardous waste unless the wastes are acute hazardous wastes as specified in **40 CFR 261.30(d) and 261.30(e)**. Discharge of more than 15 kilograms of a non-acute hazardous waste or any quantity of acute hazardous waste as specified previously requires a one time notification.

Subsequent months during, which you discharge more than such quantities of any hazardous waste do not require additional notification.

Any notification of hazardous waste discharge need only be submitted once for each hazardous waste discharged.

E. Noncompliance Report

If self-monitoring reveals violation of any discharge limitations specified herein, the permittee shall notify the City within 24 hours of becoming aware of the violation. The permittee shall also repeat the sampling and analysis and submit results of the repeat analysis to the City within 30 days after becoming aware of the violation. Frequency of sampling and analysis shall be increased according to the schedule listed. **Only those parameters that are in non-compliance need to be analyzed during the resampling period.**

<u>Parameter</u>	<u>Sample Type</u>	<u>Additional # Samples</u>
Arsenic	Composite	Two - Composite sample for each of 2 separate (but consecutive) days
Cadmium	Composite	Two - Composite sample for each of 2 separate (but consecutive) days
Chromium	Composite	Two - Composite sample for each of 2 separate (but consecutive) days
Copper	Composite	Two - Composite sample for each of 2 separate (but consecutive) days
Cyanide	Grab	Two- Grab samples for each of 2 separate (but consecutive) days
Lead	Composite	Two - Composite sample for each of 2 separate (but consecutive) days
Mercury	Composite	Two - Composite sample for each of 2 separate (but consecutive) days
Nickel	Composite	Two - Composite sample for each of 2 separate (but consecutive) days
Sliver	Composite	Two - Composite sample for each of 2 separate (but consecutive) days
Zinc	Composite	Two - Composite sample for each of 2 separate (but consecutive) days
Oil & Grease	Grab	Two- Grab samples for each of 2 separate (but consecutive) days
TTO	Composite	Two - Composite sample for each of 2 separate (but consecutive) days
pH	Grab	Two – Grab samples for each of 2 separate (but consecutive) days

- F. All reports required by this permit shall be submitted to the City of Sedalia at the following address:

City of Sedalia
 200 S. Osage Avenue
 Sedalia, Missouri 65301
 ATTN: Industrial Wastewater Pretreatment Coordinator

Part 3 - SPECIAL CONDITIONS

SECTION 1 - SPECIAL MONITORING REQUIREMENTS

A. Monitoring for specific pollutants to verify absence.

- (1) Along with the composite sample(s) taken for either the first or second quarter monitoring report(s), the permittee shall submit by _____ analysis data/report for total phenols, arsenic, mercury, and antimony to verify their absence from the permittee's wastewater effluent.
- (2) The sampling (not more than 90 days prior), monitoring, and reporting required in (1) just above is to be repeated and results submitted concurrently with any application for renewal of this wastewater discharge permit.

SECTION 2 - ADDITIONAL REPORTING REQUIREMENTS

A. The permittee shall submit an updated **Industrial User Management Practices Report**, which addresses the following:

1. A summary discussion of the manufacturing processes and their impact/relationship to the wastewater discharges;
2. Control of toxic and hazardous chemical spills and leaks (see Solvent Management Plan);
3. Sludge and ultimate waste disposal;
4. Drainage from material storage areas; and,
5. Indicate in detail how the flow measurements are obtained.

This report shall be submitted by _____ and updated for re-submittal _____.

B. The permittee shall submit a **Solvent Management Plan** - with appropriate updates as needed) which addresses the following:

1. A listing of solvents and/or toxic organic compounds used;
2. The method of disposal used instead of dumping;
3. Procedures for ensuring that toxic organics do not routinely spill or leak into the wastewater collection system; and,
4. Any other pertinent information deemed applicable.

This report shall be submitted by _____ and annually thereafter.

SECTION 3 - COMPLIANCE SCHEDULE

This section is to be implemented as necessary in accordance with the City's Enforcement Management Response System.

PART 4 - STANDARD CONDITIONS

SECTION 1 – STANDARD CONDITIONS

- A. Grab sample, for monitoring requirements, is defined as an individual sample, which is taken from a waste stream on a one-time basis with no regard to the flow in the waste stream and without consideration of time.
- B. Composite sample, for monitoring requirements, is defined as a combination of individual samples collected at the same location, at equally spaced intervals (not to exceed 2 hours) representing the period during which discharge occurs.
- C. Daily maximum mass loading is defined to be that portion of the City's wastewater treatment capability to effectively treat and control designated pollutants which has been assigned to the permitted industry, by the City; this assignment may be modified and/or reduced when in the opinion of the City good cause exists to do so.
- D. Daily determinations of concentration made using a composite sample shall be the concentration of the composite sample. When grab samples are used, the daily determinations of concentrations shall be the arithmetic average of all samples collected during the calendar day.

SECTION 2 - GENERAL CONDITIONS

A. DUTY TO COMPLY

The permittee must comply with all conditions of this permit. Failure to comply with the requirements of these regulations may be grounds for administrative action, or enforcement proceedings including civil or criminal penalties, injunctive relief and summary abatement. Effective and timely action taken by permittee to address, resolve, correct and/or mitigate any violations of this permit shall be taken into consideration in determining whether any administrative or enforcement action is taken and the nature and extent of any such action.

B. DUTY TO MITIGATE

The permittee shall take all reasonable steps to minimize or correct any adverse impact on the environment resulting from non-compliance with this permit, including such accelerated or additional monitoring as necessary to determine the nature and impact of the noncomplying discharge.

C. PERMIT ACTION

This permit may be modified, revoked and reissued, or terminated for causes including, but not limited to, the following:

- Violation of any terms or conditions of this permit;
- Obtaining this permit by misrepresentation or failure to disclose fully all relevant facts;

- A change in any condition that requires either a temporary or permanent reduction or elimination of the authorized discharge
- Information indicating that the permitted discharge poses a threat to human health or welfare;
- Upon request of the permittee, provided such request does not create a violation of any existing applicable requirements, standards, laws, or rules and regulations;
- Material or substantial alterations to the discharger's operation which were covered in the effective permit.

The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or notification of planned changes or anticipated noncompliance, does not stay any permit condition.

D. PROPERTY RIGHTS

The issuance of this permit does not convey any property rights of any sort, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of Federal, State, or local laws or regulations.

E. SEVERABILITY

The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstance is held invalid, the application of such provision to other circumstances, and the remainder of this permit, shall not be affected thereby.

F. LIMITATIONS OF PERMIT TRANSFER

Wastewater discharge permits are issued to a specific user for a specific operation and are not assignable or transferable to any other user without the prior written approval of the City of Sedalia. In the event of sale, the permittee must inform the purchaser of all responsibilities and obligations under this permit.

G. DUTY TO REAPPLY

If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for and obtain a permit. The application must be submitted at least 90 days before the expiration date of this permit.

H. DILUTION

The permittee shall not increase the use of potable water, or in any way attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in this permit.

SECTION 3 - OPERATION AND MAINTENANCE OF POLLUTION CONTROLS

A. PROPER OPERATION AND MAINTENANCE

The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control which are installed or used by the permittee to achieve compliance with the conditions of this permit. Proper operation and maintenance includes but is not limited to: effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality assurance procedures. These provisions require the operation of back-up or auxiliary facilities or similar systems only when necessary to achieve compliance with the conditions of the permit.

B. DUTY TO HALT OR REDUCE ACTIVITY

Upon reduction, loss or failure of the treatment facility, the permittee shall to the extent reasonably practicable and necessary to maintain compliance with its permit, control production of all discharges or both until operation of the treatment facility is restored or an alternative method of treatment is provided. This requirement applies, for example, when the primary source of power of the treatment facility fails or is reduced. It shall not be a defense for the permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

C. REMOVED SUBSTANCES

Solids, sludge's, filter backwash, or other pollutants removed in the course of treatment or control of wastewaters shall be disposed of in accordance with section 405 of the Clean Water Act and Subtitles C and D of the Resource Conservation and Recovery Act in a manner such as to prevent any such materials from entering the City's sewer system. When requested, the permittee shall submit a plan for such disposal to the City of Sedalia.

SECTION 4 - MONITORING AND RECORDS

A. REPRESENTATIVE SAMPLING

Samples and measurements taken as required herein shall be representative of the volume and nature of the monitored discharge. **The sampling shall be done on a day of normal to maximum process operation.** All samples shall be taken at the monitoring points specified in this permit.

Monitoring points shall not be changed without notification to and the approval of the City of Sedalia.

B. INSPECTION AND ENTRY

The permittee shall allow the City of Sedalia, or an authorized representative, upon the presentation of identifying credentials, to:

- Enter upon the permittee's premises where regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit so long as such entry does not unduly interfere with permittee's business operations;
- Have access to and copy any records that must be kept under the conditions of this permit;
- Inspect any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit so long as such inspection does not unduly interfere with permittee's business operations;
- Sample or monitor, for the purpose of assuring permit compliance, any substances or parameters at any location;
- Inspect any production, manufacturing, fabrication or storage area where pollutants, regulated under the permit, could originate so long as such inspection does not unduly interfere with permittee's business operations.

- All inspections shall be conducted in a safe and orderly manner without causing disruption to the plant processes.

C. RETENTION OF RECORDS

1. The permittee shall retain records of all monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this permit, and records of all data used to complete the application for this permit, for a period of at least three years from the date of the sample, measurement, report or application. This period may be extended by request of the City of Sedalia at any time.
2. All records that pertain to matters that are the subject of special orders or any other enforcement or litigation activities brought by the City of Sedalia shall be retained and preserved by the permit tee until all enforcement activities have concluded and all periods of limitation with respect to any and appeals have expired.

D. RECORDS CONTENTS

Records of sampling information shall include:

- The date, exact place, time and methods of sampling or measurements, and sample preservation techniques or procedures;
- Who performed the sampling or measurement and who performed the analyses;
- The date(s) analyses were performed;
- The analytical techniques or method used; and
- The results of such analyses.

E. SIGNATORY REQUIREMENTS

All applications, reports or information submitted to the City of Sedalia shall be signed and certified as indicated below.

1. All permit applications and all other correspondence, reports and self monitoring reports shall be signed by a responsible corporate officer as provided for in the City of Sedalia Code of Ordinances Chapter 60. Authority to sign such documents shall be assigned or delegated in accordance with corporate procedure.
2. **Certification.** Any person signing a document required by this permit shall make the following certification.

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on the inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for

submitting false information, including the possibility of fine and imprisonment for knowing violations.”

3. Any change in signatures shall be submitted to the City of Sedalia in writing within 30 days after the change.

F. FALSIFYING INFORMATION

Knowingly making any false statement on any report or any other document required by this permit or knowingly rendering any monitoring device or method inaccurate, may result in punishment under criminal law proceedings as well as being subject to civil penalties and injunctive relief.

SECTION 5 - ADDITIONAL REPORTING REQUIREMENTS

A. PLANNED CHANGES

The permittee shall give notice to the City of Sedalia 90 days prior to any facility expansion, production increase, or process modifications which results in new or substantially increased discharges or a change in the nature of the discharge.

B. DUTY TO PROVIDE INFORMATION

The permittee shall furnish to the City of Sedalia, within a reasonable time, any information which the City of Sedalia may reasonably request to determine whether cause exists for modifying, revoking and reissue, or terminating this permit, or to determine compliance with this permit. The permittee shall also furnish to the City of Sedalia, upon request, copies of records required to be kept by this permit.

SECTION 6 - ENFORCEMENT

A. ENFORCEMENT MANAGEMENT RESPONSE SYSTEM

Chapter 60 of the Code of Ordinances-City of Sedalia implements the City's Pretreatment Program mandated by the Clean Water Act and the General Pretreatment Regulations. An Enforcement Management Response System has been developed and will serve as guidance for determining appropriate actions against violations. The enforcement philosophy is progressive, that is, problems are addressed at the lowest level and with the least formality possible consistent with the specific problem. No enforcement procedure is contingent upon the completion of any less formal procedure.

B. RECOVERY OF COST INCURRED

If the permittee violates any of the provisions of this permit, Chapter 60 article IV and V of the Code of Ordinances, or causes a discharge producing a deposit or obstruction, or causes damage to the POTW, the City's wastewater collection system, or otherwise inhibiting the City of Sedalia; the permittee shall be held liable for any actual and direct expense, loss, or damage caused by such violation or discharge. The City of Sedalia shall bill the permittee for replacement work, materials and/or equipment expenses caused

by the violation or discharge. Refusal to pay the assessed costs shall constitute a violation of this permit, Chapter 60 of the Code of Ordinance.

C. CIVIL AND CRIMINAL LIABILITY

Nothing in this permit shall be construed to relieve the permittee from civil and/or criminal penalties for noncompliance under Chapter 60 of the Code of Ordinances, State or Federal laws.

D. PENALTIES FOR VIOLATIONS OF PERMIT CONDITIONS

Pursuant to Chapter 60 of the Code of Ordinances, any person who violates a permit condition is subject to a civil penalty of not more than \$500.00 per day for each violation. In addition, any person found to be violating any provision of Chapter 60 shall be guilty of a misdemeanor and on conviction thereof shall be fined not more than \$500.00 per day for each violation. Each twenty-four hour period in which any such violation shall continue shall be deemed a separate offense.

This Agreement is entered into this 24th day of September, 2012 between The City of Sedalia and WCA - Central Missouri Landfill (hereinafter jointly referred to as the "Parties").

RECITALS

1. City of Sedalia owns and operates a wastewater treatment system.
2. WCA - Central Missouri Landfill wishes to utilize the wastewater treatment system.
3. The Parties recognize that The City of Sedalia must implement and enforce a pretreatment program to control discharges from all industrial users of its wastewater treatment system pursuant to requirements set out in 40 CFR Part 403 and 10 CSR 20-6. 100."

AGREEMENT

1. The City of Sedalia will provide sewer service to WCA - Central Missouri Landfill in consideration for payment of applicable sewer use rates and fees.
2. Prior to discharge, WCA - Central Missouri Landfill will submit to The City of Sedalia an application for a permit to discharge industrial wastes according to Chapter 60, Article IV of the Sedalia Code of Ordinances (hereinafter referred to as the "Ordinance"). The City of Sedalia will either issue a permit subject to appropriate terms and conditions or will deny the permit application in accordance with the Ordinance.
3. WCA - Central Missouri Landfill will comply with all applicable prohibitions of the Ordinance and 40 CFR Parts 403 through 471, and 10 CSR 20-6. 100. If the City of Sedalia issues a permit to WCA - Central Missouri Landfill, WCA - Central Missouri Landfill will comply with all conditions and obligations imposed on it by the permit.
4. WCA - Central Missouri Landfill subjects itself to any enforcement action available to The City of Sedalia under the terms of the Ordinance for any violation of the Ordinance or its permit. WCA - Central Missouri Landfill accepts the jurisdiction of Pettis County Circuit Court for the purposes of enforcing the Ordinance and will comply with any order of that court to comply with this Agreement or pay penalties for the violation thereof.

5. WCA - Central Missouri Landfill will provide access to The City of Sedalia, or its agents, to all parts of its facilities for all measuring, sampling, testing, or other inspection to ascertain compliance with The City of Sedalia's sewer use ordinance and WCA - Central Missouri Landfills permit. The City of Sedalia may conduct inspections at all reasonable times and without prior notice.
6. The permit will authorize WCA - Central Missouri Landfill to discharge to The City of Sedalia's wastewater treatment system for a specified period of time. Prior to the expiration of its permit, WCA - Central Missouri Landfill must submit another application for a permit as specified in the Ordinance. The City of Sedalia will review the application and decide whether to reissue a permit to WCA - Central Missouri Landfill. The City of Sedalia may deny Central Missouri Landfill a permit for whatever reason it deems appropriate.
7. Waste Corporation of Missouri, Inc. – Central Missouri Landfill is also authorized to discharge domestic wastewater from the State Fair Community College's Missouri Center for Waste to Energy's facility located on the permittee's property
8. WCA - Central Missouri Landfill will indemnify The City of Sedalia for all damages, fines, and costs incurred as a result of its industrial waste discharge.
9. If any term of this Agreement is held to be invalid in any judicial action, the remaining terms will be unaffected.
10. This Agreement will remain in effect for a term of five (5) years subject to renewal. Renewal of this Agreement must be executed in a signed writing at least ninety (90) days prior to the expiration of the term of this Agreement.
11. This Agreement may be amended only by written agreement of the Parties.

WCA - Central Missouri Landfill

City of Sedalia

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A REZONING APPLICATION BY REYNALDO
TALAVERA-CARLOS, OWNER OF PROPERTY LOCATED AT 601 WEST PETTIS IN
THE CITY OF SEDALIA, MISSOURI.**

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

Section 1. The Planning and Zoning Commission of the City of Sedalia, Missouri, upon the application of Reynaldo Talavera-Carlos, property owner, has recommended by a vote of 6-yes, 0-no that his rezoning application be granted for the said location. This recommendation was made after publication of notice as required by the ordinances of the City of Sedalia, Missouri and the laws of the State of Missouri, a public hearing on September 5, 2012 to consider the application, and upon the hearing and examination of the application of the said Planning and Zoning Commission.

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 24th day of September, 2012.

Presiding Officer of the Council

Approved by the Mayor of said City this 24th day of September, 2012.

Mary Elaine Horn, Mayor

ATTEST:

Arlene Silvey, MRCC City Clerk

Exhibit A (Legal Description of Property)

601 West Pettis: BEGINNING AT THE SOUTHWEST CORNER OF PETTIS STREET AND MISSOURI AVENUE, IN THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI; THENCE SOUTH ALONG THE WEST BUILDING LINE OF SAID MISSOURI AVENUE, 175.0 FEET; THENCE WEST, PARALLEL WITH SAID PETTIS STREET, 50.0 FEET; THENCE NORTH PARALLEL WITH MISSOURI AVENUE 175.0 FEET TO THE SOUTH LINE OF SAID PETTIS STREET; THENCE EAST ALONG SAID SOUTH LINE, 50.0 FEET TO THE PLACE OF BEGINNING; BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 46 NORTH, RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN.

City of Sedalia



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

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

Applicant: Renaldo Talavera – Carlos, 601 West Pettis, Sedalia, MO 65301.

Subject Property Location: 601 West Pettis, Sedalia, MO 65301.

Description of Request: Requesting zoning change from R-1 Single Family Residential to C-3 Commercial District.

Staff Review: The applicant is requesting the zoning change to operate an automobile repair garage.

The rezoning request is compatible with the City of Sedalia Comprehensive Plan of 2008 that identifies this area for future employment. The comprehensive plan allows for industrial, warehousing, distribution, offices, and commercial services in the employment area. The proposed use would be considered a commercial service and meets the criteria for future development patterns as outlined by the comprehensive plan.

Staff Recommendation: Staff recommends the application for rezoning from R-1 Single Family Residential to C-3 Commercial District be approved.

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

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

Handwritten signature of Andrew S. Burt in black ink.

August 27, 2012

August 9, 2012

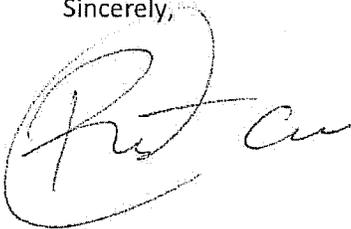
To whom it may concern,

I Reynaldo Talavera-Carlos property owner of 601 W Pettis have a plan to rezone my lot to a commercial zone (C-3). My father Bonifacio Talavera and I currently rent a location at 701 w Main St. We are self-employed and wanting to do business on the garage next to our home. We would like to repair automobiles in the garage next to our home meanwhile we build a new building on the other half of our lot.

The reason we would like to move our business to our lot is because we have noticed that on Missouri and Pettis St. there seems to have a lot of cars and commercial trucks passing by so it would most likely be a good location for an automotive business. Our plan is not to have too many vehicles or junk cars parked out, only the vehicles we will be working on during the day.

This is our plan for commercializing the area from R-3 to C-3. We would like it to benefit our needs as well as the community in our area. We hope to hear from your consideration for rezoning the area from R-3 – C-3.

Sincerely,

A handwritten signature in black ink, appearing to read 'Reynaldo Talavera-Carlos', written in a cursive style.

Reynaldo Talavera-Carlos

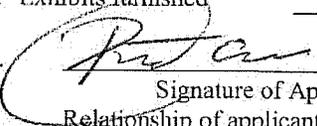
**APPLICATION FOR AN
AMENDMENT TO THE ZONING DISTRICT MAP**

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

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

1. Applicant's Name Reynaldo Talavera - Carlos
2. Applicant's Address 601 W Pettis
3. Telephone Number (Home) 666 281 828 0 (Business) _____
4. Present Zoning R-3 Requested Zoning C-3
5. Legal Description of property requested to be rezoned, with street address or location:
attached

6. Area of subject property, square feet and/or acres _____
7. Present Use of subject property Residential Home
8. Desired use of subject property Home + Auto Body Shop
9. What is the present use of the adjoining properties? North C-0/R-3
South M-1 East R-3 West R-3
10. How can you justify the proposed zoning change? (To answer this question, see Page 1, Item 2)
11. Time schedule for development ASAP if approved
12. Is property in a flood plain district? If yes, please indicate applicable FEMA Map applicable zone no Has base flood elevation been established? _____
If yes, please explain how such elevation was determined. _____

13. Public Utilities available at site: Sewer yes " at _____
Water yes
at _____
Natural Gas _____ " at _____
Electric yes
at _____
14. Exhibits furnished _____
15.  _____
Signature of Applicant _____ Address of Applicant _____
16. Relationship of applicant to property: Owner Agent _____
17. Other _____
(Explain)



* 2 0 1 2 - 1 6 5 5 2 *

2012-1655

RECORDED ON
03/21/2012 10:47:54AM
PAGES: 2

BARBARA CLEVINGER
RECORDER OF DEEDS
PETTIS COUNTY, MO

GENERAL WARRANTY DEED

THIS DEED, Made and entered in to this 21st day of March, 2012, by and between **BONIFACIO TALAVERA-CANO AND REYNALDO TALAVERA-CARLOS, BOTH SINGLE PERSONS**, of Pettis County, State of MISSOURI, grantor(s), and **MARIA GUADALUPE CARLOS-MARCOS AND REYNALDO TALAVERA-CARLOS, BOTH SINGLE PERSONS AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**, of Pettis County, State of MISSOURI, grantee(s).

Grantee'(s) mailing address is 601 W. Pettis, Sedalia, MO 65301

WITNESSETH, that the said grantor(s), for and in consideration of the sum of One Dollar and other valuable consideration paid by the said grantee(s), the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN, AND SELL, CONVEY AND CONFIRM unto the said grantee(s) the following described Real Estate, situated in the County of Pettis and State of Missouri, to wit:

BEGINNING AT THE SOUTHWEST CORNER OF PETTIS STREET AND MISSOURI AVENUE, IN THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI; THENCE SOUTH ALONG THE WEST BUILDING LINE OF SAID MISSOURI AVENUE, 175.0 FEET; THENCE WEST, PARALLEL WITH SAID PETTIS STREET, 50.0 FEET; THENCE NORTH PARALLEL WITH MISSOURI AVENUE 175.0 FEET TO THE SOUTH LINE OF SAID PETTIS STREET; THENCE EAST ALONG SAID SOUTH LINE, 50.0 FEET TO THE PLACE OF BEGINNING; BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 46 NORTH, RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN.

"Subject to easements apparent or of record and restrictions, if any."

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges and appurtenances to the same belonging, unto the said grantee(s) forever, the said grantor(s) and the heirs, executors, administrators and assigns of such grantor(s) shall and will WARRANT AND DEFEND the title to the premises unto the said grantee(s), and to the heirs and assigns of such grantee(s) forever, against the lawful claims of all persons whomsoever, excepting however, the general taxes for the calendar year 2012 and thereafter, and special taxes becoming a lien after the date of this deed.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A LAND PURCHASE AGREEMENT BETWEEN LARRY PERRIGUEY TO REAL PROPERTY KNOWN AS 1509 SOUTH INGRAM TO THE CITY OF SEDALIA, MISSOURI D/B/A BOTHWELL REGIONAL HEALTH CENTER

WHEREAS, Larry Perriguey is the owner and seller of real estate located at 1509 South Ingram in the City of Sedalia, Missouri. Said Seller is selling real estate to the City of Sedalia, Missouri d/b/a/ Bothwell Regional Health Center for Fifty-two Thousand Five Hundred Dollars (\$52,500.00) and other good and valuable consideration to be used for hospital purposes for the City of Sedalia, Missouri d/b/a Bothwell Regional Health Center.

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.

Section 2. The Council of the City of Sedalia, Missouri, hereby approves and accepts the deed by and between Larry Perriguey and the City of Sedalia, Missouri d/b/a Bothwell Regional Health Center for the property located at 1509 South Ingram.

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 24th day of September 2012.

Presiding Officer of the Council

Approved by the Mayor of said City this 24th day of September 2012.

ATTEST:

Mary Elaine Horn, Mayor

Arlene Silvey, MRCC
City Clerk



August 22, 2012

Mr. Larry Perriquey
1509 Ingram
Sedalia, MO 65301

RE: Purchase of 1509 Ingram

Dear Mr. Perriquey:

Thank you for your consideration and agreement to sell the property located at 1509 Ingram in Sedalia, Mo. for \$52,500.00. As discussed, Bothwell Regional Health Center will also pay for any legal, closing and filing fees for the property. You indicated that a survey had been recently completed; I would appreciate you providing me with a copy.

As I indicated, this offer is contingent upon a clean title and receiving approval from both the Board of Trustees of Bothwell Regional Health Center and the Sedalia City Council. It is my intention to take this request to the Board on August 28, 2012 and to the City Council at their next scheduled meeting following the Board meeting.

I will contact you following these meetings to schedule a closing date should approval be received as I anticipate.

Respectfully,

David W. Halsell, CPA
Chief Financial Officer

Exceptional care, close to home.

INVOICE

FROM:
 Steven A. Hicks
 SAH Service Corporation dba National Valuation Services
 2650 South Limit Court
 Sedalia, MO 65301
 Telephone Number: 660-826-7336 Fax Number: 660-826-7346

INVOICE NUMBER
19496
DATE
08/12/2012

TO:
 David Halsell
 Bothwell Regional Health Center
 601 E 14th
 Sedalia, MO 65301
 Telephone Number: Fax Number:
 Alternate Number: E-Mail:

REFERENCE
Internal Order #:
Lender Case #:
Client File #:
Main File # on form: 19496
Other File # on form: BRHC
Federal Tax ID: 43-1722800
Employer ID:

DESCRIPTION

Lender: Bothwell Regional Health Center Client: Bothwell Regional Health Center
 Purchaser/Borrower: Bothwell Regional Health Center
 Property Address: 1509 S Ingram Ave
 City: Sedalia
 County: Pettis State: MO Zip: 65301
 Legal Description: N 1/2 FOL: 208.70' E & W X 208.70' N & S BEG 30' N OF SW COR SESW ALPH 3 45 21

FEEs	AMOUNT
------	--------

1509 South Ingram Avenue Sedalia, MO 65301	400.00
THANK YOU FOR YOUR BUSINESS!	
SUBTOTAL	400.00

PAYMENTS	AMOUNT
----------	--------

Check #:	Date:	Description:	
Check #:	Date:	Description:	
Check #:	Date:	Description:	
SUBTOTAL			

TO ENSURE PROPER CREDIT PLEASE INCLUDE DUPLICATE WITH PAYMENT.	TOTAL DUE	\$ 400.00
--	------------------	-----------

Client	Bothwell Regional Health Center	File No.	19496
Property Address	1509 S Ingram Ave		
City	Sedalia	County	Pettis
		State	MO
		Zip Code	65301
Client	Bothwell Regional Health Center		

TABLE OF CONTENTS



Cover Letter 1

Summary of Salient Features 2

URAR 3

Market Conditions Addendum to the Appraisal Report 9

Subject Photos 10

Subject Photos 11

Subject Photos 12

Subject Photos 13

Subject Photos 14

Comparable Photos 1-3 15

Building Sketch (Page - 1) 16

Location Map 17

Flood Map 18

State Map 19

Supplemental Addendum 20

File No. 19496

NATIONAL VALUATION SERVICES
2650 South Limit Court-Sedalia, MO 65301
Phone:660-826-7336 Fax:660-826-7346

August 12, 2012

Bothwell Regional Health Center
601 East 14th Street
Sedalia, MO 65301
Attn: David Halsell

RE: Real Estate Appraisal
Bothwell Regional Health Center
1509 South Ingram
Sedalia, MO 65301

TO WHOM IT MAY CONCERN:

Pursuant to your request, we have prepared an appraisal report of the property captioned in the "Summary of Salient Features," which follows.

The accompanying report is based on a site inspection of the improvements, investigation of the subject neighborhood area of influence, and review of sales, cost and income data for similar properties.

This appraisal has been made with particular attention paid to applicable value-influencing economic conditions and has been processed in accordance with national recognized appraisal guidelines.

The value conclusions stated herein are as of the effective date as stated in the body of the appraisal and contingent upon the certification and limiting conditions attached.

Please do not hesitate to contact me or any of our staff if we can be of additional service to you.

Respectfully,




Steven A. Hicks, RA001341
MO State General Certified
Real Estate Appraiser

SUMMARY OF SALIENT FEATURES

SUBJECT INFORMATION	Subject Address	1509 S Ingram Ave
	Legal Description	N 1/2 FOL: 208.70' E & W X 208.70' N & S BEG 30' N OF SW COR SESW ALPH 3 4
	City	Sedalia
	County	Pettis
	State	MO
	Zip Code	65301
	Census Tract	4805.00
	Map Reference	29-159
SALES PRICE	Sale Price	\$ 0
	Date of Sale	
CLIENT	Client	Bothwell Regional Health Center
	Client	Bothwell Regional Health Center
DESCRIPTION OF IMPROVEMENTS	Size (Square Feet)	1,145
	Price per Square Foot	\$
	Location	N;Res;
	Age	87
	Condition	C4
	Total Rooms	6
	Bedrooms	2
Baths	1.0	
APPRAISER	Appraiser	Steven A. Hicks
	Date of Appraised Value	08/09/2012
VALUE	Final Estimate of Value	\$ 50,000

Uniform Residential Appraisal Report

BRHC
File # 19496

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address	1509 S Ingram Ave	City	Sedalia	State	MO	Zip Code	65301
Borrower	Bothwell Regional Health Center	Owner of Public Record	Perriquey, Larry	County	Pettis		
Legal Description	N 1/2 FOL: 208.70' E & W X 208.70' N & S BEG 30' N OF SW COR SESW ALPH 3 45 21						
Assessor's Parcel #	152003345009000	Tax Year	2011	R.E. Taxes \$	301		
Neighborhood Name	SE Sedalia	Map Reference	29-159	Census Tract	4805.00		
Occupant	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Vacant	Special Assessments \$	0	<input type="checkbox"/> PUD	HOA \$	0	<input type="checkbox"/> per year <input type="checkbox"/> per month
Property Rights Appraised	<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Other (describe)						
Assignment Type	<input type="checkbox"/> Purchase Transaction <input type="checkbox"/> Refinance Transaction <input checked="" type="checkbox"/> Other (describe) Business Decisions						
Lender/Client	Bothwell Regional Health Center	Address	601 E 14th, Sedalia, MO 65301				
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							
Report data source(s) used, offering price(s), and date(s). NA							

I did did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. NA

Contract Price \$	0	Date of Contract		Is the property seller the owner of public record?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Data Source(s)	Pettis Co. Assessor
Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? <input type="checkbox"/> Yes <input type="checkbox"/> No							
If Yes, report the total dollar amount and describe the items to be paid. NA							

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics			One-Unit Housing Trends			One-Unit Housing		Present Land Use %	
Location	<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban <input type="checkbox"/> Rural	Property Values	<input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining	PRICE	AGE	One-Unit	85 %		
Built-Up	<input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Demand/Supply	<input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	\$ (000)	(yrs)	2-4 Unit	5 %		
Growth	<input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	Marketing Time	<input type="checkbox"/> Under 3 mths <input checked="" type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths	35	Low	25	Multi-Family	10 %	
Neighborhood Boundaries	Neighborhood boundaries are North-Brdwy Blvd, West-Ohio Ave., South-32nd Street, West-New York Ave. Characteristics are urban single family residential.			100	High	120	Commercial	%	
Neighborhood Description	Subject is located in an established neighborhood of east central Sedalia, MO. Immediate area homes are representative the subject. As the neighborhood widens homes are more varied in age and style. General condition of area homes is average with others ranging from poor/fair to average/good. Average urban amenities are available to the area with shopping etc 10+/- minutes drive.								
Market Conditions (including support for the above conclusions)	See attached 1004MC								

Dimensions	104 x 178	Area	18512 sf	Shape	Rectangle	View	N;SFR/Hospital;
Specific Zoning Classification	R-1 First Dwelling House	Zoning Description	Single family				
Zoning Compliance	<input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal Nonconforming (Grandfathered Use) <input type="checkbox"/> No Zoning <input type="checkbox"/> Illegal (describe)	Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe					

Utilities	Public	Other (describe)	Public	Other (describe)	Off-site Improvements - Type	Public	Private
Electricity	<input checked="" type="checkbox"/>		Water	<input checked="" type="checkbox"/>	Street	Asphalt	<input checked="" type="checkbox"/>
Gas	<input checked="" type="checkbox"/>		Sanitary Sewer	<input checked="" type="checkbox"/>	Alley	Gravel	<input checked="" type="checkbox"/>
FEMA Special Flood Hazard Area	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	FEMA Flood Zone	X	FEMA Map #	2902830002C	FEMA Map Date	01/05/1996
Are the utilities and off-site improvements typical for the market area? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe							
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe							
Site is average to larger size for the area and has larger yard. No survey was provided for review, easements are assumed and no adverse conditions were noted. Flood certification required.							

General Description		Foundation		Exterior Description		Interior	
Units	<input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit	<input type="checkbox"/> Concrete Slab <input checked="" type="checkbox"/> Crawl Space	Foundation Walls	Stone-Avg	Floors	Crpt/Vin/Wd-Avg	
# of Stories	1	<input type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement	Exterior Walls	Wood-Avg	Walls	DW/Panel-Avg	
Type	<input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det./End Unit	Basement Area	0 sq.ft.	Roof Surface	Composition-Avg	Trim/Finish	Wood-Avg
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.	Basement Finish	0 %	Gutters & Downspouts	Metal-Avg	Bath Floor	Wood-Avg	
Design (Style)	Cottage	<input type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump	Window Type	Dbl Hung-Avg	Bath Wainscot	Plastic-Avg	
Year Built	1915	Evidence of <input type="checkbox"/> Infestation	Storm Sash/Insulated	Therm Pane-Avg	Car Storage	<input type="checkbox"/> None	
Effective Age (Yrs)	30	<input type="checkbox"/> Dampness <input checked="" type="checkbox"/> Settlement	Screens	Screens-Avg	<input checked="" type="checkbox"/> Driveway	# of Cars	1
Attic	<input type="checkbox"/> None	Heating <input type="checkbox"/> FWA <input type="checkbox"/> HWBB <input checked="" type="checkbox"/> Radiant	Amenities	<input type="checkbox"/> Woodstove(s) # 0	Driveway Surface	Asphalt	
<input type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs <input type="checkbox"/> Other	Fuel Gas	Fireplace(s) #	0	Fence	None	<input checked="" type="checkbox"/> Garage	# of Cars
<input type="checkbox"/> Floor <input checked="" type="checkbox"/> Scuttle	Cooling <input type="checkbox"/> Central Air Conditioning	<input checked="" type="checkbox"/> Patio/Deck	CvrPto	<input checked="" type="checkbox"/> Porch	Cvr Frt	<input type="checkbox"/> Carport	# of Cars
<input type="checkbox"/> Finished <input type="checkbox"/> Heated	<input type="checkbox"/> Individual <input checked="" type="checkbox"/> Other Wind	<input type="checkbox"/> Pool	None	<input type="checkbox"/> Other	None	<input type="checkbox"/> Att.	<input checked="" type="checkbox"/> Det. <input type="checkbox"/> Built-in
Appliances <input type="checkbox"/> Refrigerator <input type="checkbox"/> Range/Oven <input type="checkbox"/> Dishwasher <input type="checkbox"/> Disposal <input type="checkbox"/> Microwave <input type="checkbox"/> Washer/Dryer <input type="checkbox"/> Other (describe)							
Finished area above grade contains: 6 Rooms 2 Bedrooms 1.0 Bath(s) 1,145 Square Feet of Gross Living Area Above Grade							
Additional features (special energy efficient items, etc.). Covered front porch, small rear covered patio attached to the garage, larger lot.							
Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). C4;No updates in the prior 15 years;Subject is an older frame Cottage with a typical for the area floorplan. Interior is dated and reflects average condition and appeal. Exterior reflects average quality and average condition. The interior of the subject is somewhat dated and reflects average quality and average condition, some foundation settlement noted.							
Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, describe							
Foundation reflects settlement but assumed to be OK. If found not to be, the value estimate is void.							
Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe							

Uniform Residential Appraisal Report

BRHC
File # 19496

There are 5 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 45,000 to \$ 79,900	
There are 7 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 47,000 to \$ 62,000	
FEATURE	SUBJECT
Address	1509 S Ingram Ave Sedalia, MO 65301
Proximity to Subject	0.63 miles NE
Sale Price	\$ 0
Sale Price/Gross Liv. Area	\$ sq.ft.
Data Source(s)	WCAR MLS # 62115;DOM 77
Verification Source(s)	Assessor/MLS
VALUE ADJUSTMENTS	DESCRIPTION
Sales or Financing	ArmLth
Concessions	Cash:0
Date of Sale/Time	s03/12;c03/12
Location	N;Res;
Leasehold/Fee Simple	Fee Simple
Site	18512 sf
View	N;SFR/Hospital;
Design (Style)	Cottage
Quality of Construction	Q4
Actual Age	87
Condition	C4
Above Grade	Total Bdrms. Baths
Room Count	6 2 1.0
Gross Living Area	1,145 sq.ft.
Basement & Finished Rooms Below Grade	0sf
Functional Utility	Avg
Heating/Cooling	FAG/Wind
Energy Efficient Items	Thermal Winds
Garage/Carport	1 Car Det.
Porch/Patio/Deck	Cvr Frt Pch
Kit Appl:	Cvr Patio
Net Adjustment (Total)	\$ -5,250
Adjusted Sale Price of Comparables	\$ 42,250
I <input checked="" type="checkbox"/> did <input type="checkbox"/> did not research the sale or transfer history of the subject property and comparable sales. If not, explain	
My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.	
Data Source(s) Pettis County Assessor's Office and West Central Assoc. of Realtors MLS	
My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.	
Data Source(s) Pettis County Assessor's Office and West Central Assoc. of Realtors MLS	
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).	
ITEM	SUBJECT
Date of Prior Sale/Transfer	
Price of Prior Sale/Transfer	
Data Source(s)	Pettis County Assessor
Effective Date of Data Source(s)	08/12/2012
Analysis of prior sale or transfer history of the subject property and comparable sales None	
Summary of Sales Comparison Approach All comps are located within the subject market area, comp 1 is considered inferior in location based on surrounding neighborhood and land uses, comp 1 was adjusted 10% of sales price for this factor. Comp 2 is considered to be superior in quality and condition due to reported updates to the interior as well as the maintenance free exterior, comp sale 2 was adjusted 10% of sales price for each of these factors as estimated cost to cure. All comp sales reflect a narrow range of value and all were considered in final value opinion. Primary reliance is given to comp 3 as it is lowest in gross adjustments.	
Indicated Value by Sales Comparison Approach \$ 50,000	
Indicated Value by: Sales Comparison Approach \$ 50,000 Cost Approach (if developed) \$ Income Approach (if developed) \$	
All approaches considered with primary reliance given to the Sales Comparison Approach as single family homes tend to be valued for residential occupancy. Final value correlated at \$50,000.00. This is a Summary Report.	
This appraisal is made <input checked="" type="checkbox"/> "as is", <input type="checkbox"/> subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, <input type="checkbox"/> subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or <input type="checkbox"/> subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair: Subjects are appraised in "As is" condition.	
Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 50,000 as of 08/09/2012, which is the date of inspection and the effective date of this appraisal.	

SALES COMPARISON APPROACH

RECONCILIATION

Uniform Residential Appraisal Report

BRHC
File # 19496

ADDITIONAL COMMENTS	SCOPE OF WORK	
	I performed this appraisal by inspecting the neighborhood, personally inspecting the interior and exterior of the subject property and viewing the comparables. Data was collected and confirmed from reliable public and/or private sources and then analyzed by the appraiser. The results of my inspection and analysis are reported in this summary appraisal report. I have adequate information about the physical characteristics of the subject property and the comparable data to develop this appraisal.	
	I have researched and analyzed comparable sales and offerings/listings, cost and income data (if relevant), in the subject market area and have reported the data in this report that are the best available for the subject property. Adequate market data exists in the general market area to develop the cost, sales comparison, and income approaches for the subject property, unless otherwise noted.	
	I have taken into consideration the factors that have an impact on value in the development of my opinion of market value in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware, have considered these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them, and have commented about the effect of the adverse conditions on the marketability of the subject property. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.	
	Unless otherwise stated in this report, I developed an opinion of the market value of the real property that is the subject of this report based on the cost, sales comparison, and income approaches to value. If I, the appraiser, did not develop an approach to value, it was deemed not applicable or applicable but not necessary. There was a mutual agreement with client whenever the approach was applicable, but not necessary, to develop a credible conclusion.	
	I performed this appraisal as a complete appraisal subject to the Uniform Standards of Professional Practice that was adopted and promulgated by the Appraisal Standards Board of the Appraisal Foundation and that is effective prior to the date of this appraisal.	
	The intended user of this appraisal report is the lender/client. The intended use is to evaluate the property that is the subject of this appraisal for a mortgage finance transaction, subject to the stated scope of work, purpose of the appraisal, reporting requirements of this appraisal report form, and definition of market value. No additional intended users are identified by the appraiser.	
	Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property, however the appraiser is not an environmental inspector. The appraiser only provides an opinion of value. The presence of substances such as mold and mildew, asbestos, ureaformaldehyde foam insulation and other potentially hazardous materials may affect the value of the property. The value estimated is predicated on the assumption that there are no such materials on or in the property that would cause a loss of value. No responsibility is assumed for such conditions or for any expertise or engineering knowledge required to discover them. The appraiser does not guarantee that the property is free of defects or environmental problems. The appraiser performs an inspection of visible and accessible areas only, except for the attic and crawl space (if one), where a "limited" inspection is done. Mold may be present in areas the appraiser cannot see.	
	I have not performed a service, as an appraiser, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.	
	A reasonable exposure time for the subject property is 90-120 days.	
COST APPROACH	COST APPROACH TO VALUE (not required by Fannie Mae)	
	Provide adequate information for the lender/client to replicate the below cost figures and calculations.	
	Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) Cost approach not considered to be applicable to this assignment due to age, construction, layout and amenities. Adjustments for the different forms of value loss due to external and functional items cannot be supported with market data and may be misleading.	
	ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input checked="" type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE = \$
	Source of cost data	DWELLING Sq.Ft. @ \$ = \$
	Quality rating from cost service Effective date of cost data	Sq.Ft. @ \$ = \$
	Comments on Cost Approach (gross living area calculations, depreciation, etc.) = \$
		Garage/Carport Sq.Ft. @ \$ = \$
		Total Estimate of Cost-New = \$
		Less Physical Functional External
	Depreciation = \$()	
	Depreciated Cost of Improvements = \$	
	"As-is" Value of Site Improvements = \$	
Estimated Remaining Economic Life (HUD and VA only) _____ Years	INDICATED VALUE BY COST APPROACH = \$	
INCOME	INCOME APPROACH TO VALUE (not required by Fannie Mae)	
	Estimated Monthly Market Rent \$ _____ X Gross Rent Multiplier _____ = \$ _____	Indicated Value by Income Approach
	Summary of Income Approach (including support for market rent and GRM)	
PUD INFORMATION	PROJECT INFORMATION FOR PUDs (if applicable)	
	Is the developer/builder in control of the Homeowners' Association (HOA)? <input type="checkbox"/> Yes <input type="checkbox"/> No Unit type(s) <input type="checkbox"/> Detached <input type="checkbox"/> Attached	
	Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.	
	Legal Name of Project _____	
	Total number of phases _____ Total number of units _____ Total number of units sold _____	
	Total number of units rented _____ Total number of units for sale _____ Data source(s) _____	
	Was the project created by the conversion of existing building(s) into a PUD? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, date of conversion. _____	
	Does the project contain any multi-dwelling units? <input type="checkbox"/> Yes <input type="checkbox"/> No Data Source _____	
	Are the units, common elements, and recreation facilities complete? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, describe the status of completion. _____	
	Are the common elements leased to or by the Homeowners' Association? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, describe the rental terms and options. _____	
Describe common elements and recreational facilities. NA		

Uniform Residential Appraisal Report

BRHC
File # 19496

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Uniform Residential Appraisal Report

BRHC
File # 19496

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

Uniform Residential Appraisal Report

BRHC
File # 19496

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).
22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.
24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.
25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

<p>APPRAISER Steven A. Hicks</p> <p>Signature </p> <p>Name <u>Steven A. Hicks</u></p> <p>Company Name <u>National Valuation Services</u></p> <p>Company Address <u>2650 S Limit Ct</u> <u>Sedalia, MO 65301</u></p> <p>Telephone Number <u>(660) 826-7336</u></p> <p>Email Address <u>steven.nvs@murlin.com</u></p> <p>Date of Signature and Report <u>08/12/2012</u></p> <p>Effective Date of Appraisal <u>08/09/2012</u></p> <p>State Certification # <u>RA001341</u></p> <p>or State License # _____</p> <p>or Other (describe) _____ State # _____</p> <p>State <u>MO</u></p> <p>Expiration Date of Certification or License <u>06/30/2014</u></p> <p>ADDRESS OF PROPERTY APPRAISED</p> <p><u>1509 S Ingram Ave</u> <u>Sedalia, MO 65301</u></p> <p>APPRAISED VALUE OF SUBJECT PROPERTY \$ <u>50,000</u></p> <p>LENDER/CLIENT</p> <p>Name <u>No AMC</u></p> <p>Company Name <u>Bothwell Regional Health Center</u></p> <p>Company Address <u>601 E 14th, Sedalia, MO 65301</u></p> <p>Email Address _____</p>	<div style="text-align: center;">  </div> <p>SUPERVISORY APPRAISER (ONLY IF REQUIRED)</p> <p>Signature _____</p> <p>Name _____</p> <p>Company Name _____</p> <p>Company Address _____</p> <p>Telephone Number _____</p> <p>Email Address _____</p> <p>Date of Signature _____</p> <p>State Certification # _____</p> <p>or State License # _____</p> <p>State _____</p> <p>Expiration Date of Certification or License _____</p> <p>SUBJECT PROPERTY</p> <p><input type="checkbox"/> Did not inspect subject property</p> <p><input type="checkbox"/> Did inspect exterior of subject property from street Date of Inspection _____</p> <p><input type="checkbox"/> Did inspect interior and exterior of subject property Date of Inspection _____</p> <p>COMPARABLE SALES</p> <p><input type="checkbox"/> Did not inspect exterior of comparable sales from street</p> <p><input type="checkbox"/> Did inspect exterior of comparable sales from street Date of Inspection _____</p>
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Market Conditions Addendum to the Appraisal Report

BRHC
File No. 19496

The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address 1509 S Ingram Ave City Sedalia State MO ZIP Code 65301

Borrower Bothwell Regional Health Center

Instructions: The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below; if it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

Inventory Analysis	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)	2	3	2	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Absorption Rate (Total Sales/Months)	0.33	1.00	0.67	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Total # of Comparable Active Listings	4	3	5	<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Months of Housing Supply (Total Listings/Ab.Rate)	12.1	3.0	7.5	<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Median Sale & List Price, DOM, Sale/List %	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Median Comparable Sale Price	50,000	49,750	59,750	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Median Comparable Sales Days on Market	128	77	13	<input checked="" type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Median Comparable List Price	59,900	57,900	55,900	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Median Comparable Listings Days on Market	219	168	88	<input checked="" type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Median Sale Price as % of List Price	78.58	79.71	97.69	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Seller-(developer, builder, etc.)paid financial assistance prevalent?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Increasing

Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees, options, etc.). The West Central Association of Realtors MLS data does not reflect enough information about concessions, therefore we cannot accurately reflect concession trends.

Are foreclosure sales (REO sales) a factor in the market? Yes No If yes, explain (including the trends in listings and sales of foreclosed properties).

Cite data sources for above information. West Central Association of Realtors MLS - Sales range noted at \$45,000 to \$65,000 for SE Sedalia.

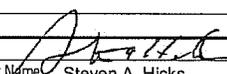
Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions. This appraiser has concluded that the information required for this form is not able to be extracted from the local MLS in a manner that is consistent, reliable and with the ability to be replicated at will, so that it will help the appraiser arrive at an accurate market conclusion, USPAP states that the appraiser report is not to be misleading. Incomplete data, in addition to the readers comprehension level for this type of data, and understanding this form, in the current format, could lead to a misleading analysis and valuation conclusion. Therefore, this appraiser has not considered any results from this form in the final conclusion and opinion of value.

If the subject is a unit in a condominium or cooperative project, complete the following: Project Name:

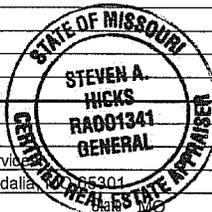
Subject Project Data	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)				<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Absorption Rate (Total Sales/Months)				<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Total # of Active Comparable Listings				<input type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Months of Unit Supply (Total Listings/Ab.Rate)				<input type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing

Are foreclosure sales (REO sales) a factor in the project? Yes No If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.

Summarize the above trends and address the impact on the subject unit and project.

Signature  Appraiser Name Steven A. Hicks Company Name National Valuation Services Company Address 2650 S Limit Ct, Sedalia, MO 65301 State License/Certification # RA001341 Email Address steven.nvs@murlin.com

Signature _____ Supervisory Appraiser Name _____ Company Name _____ Company Address _____ State License/Certification # _____ State _____ Email Address _____



MARKET RESEARCH & ANALYSIS
CONDO/CO-OP PROJECTS
APPRAISER

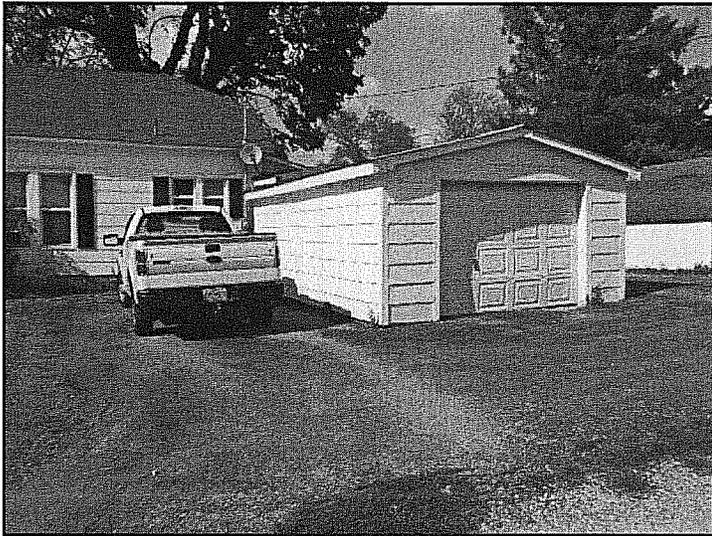
Subject Photo Page

Client	Bothwell Regional Health Center				
Property Address	1509 S Ingram Ave				
City	Sedalia	County	Pettis	State	MO Zip Code 65301
Client	Bothwell Regional Health Center				

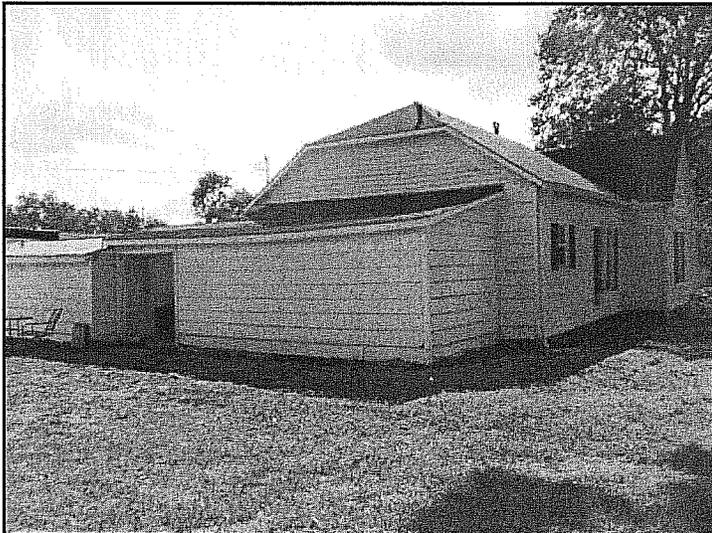


Subject Front

1509 S Ingram Ave
Sales Price 0
Gross Living Area 1,145
Total Rooms 6
Total Bedrooms 2
Total Bathrooms 1.0
Location N;Res;
View N;SFR/Hospital;
Site 18512 sf
Quality Q4
Age 87



Subject Rear



Subject Rear

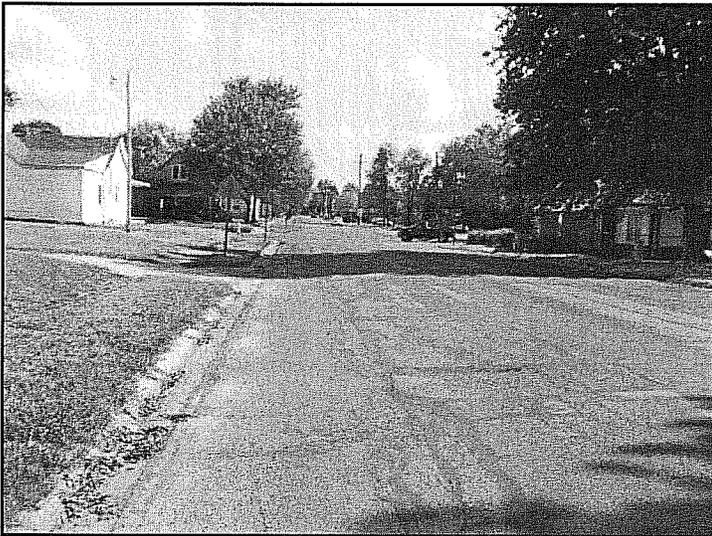
Subject Photo Page

Client	Bothwell Regional Health Center						
Property Address	1509 S Ingram Ave						
City	Sedalia	County	Pettis	State	MO	Zip Code	65301
Client	Bothwell Regional Health Center						

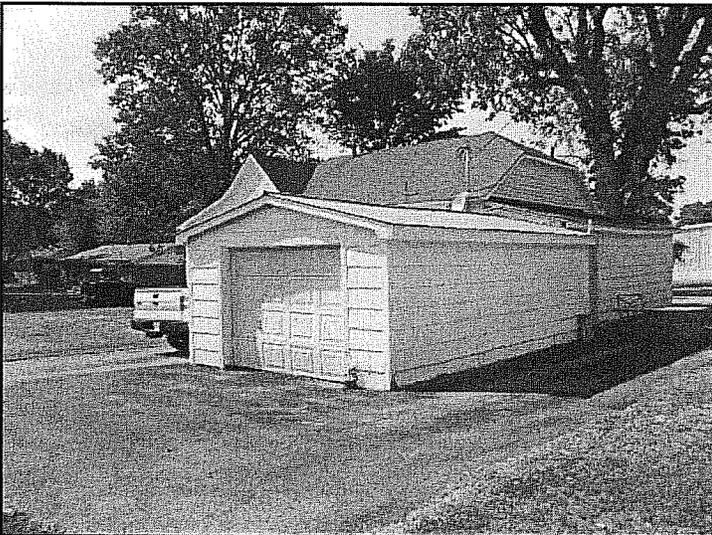


Subject Street

1509 S Ingram Ave
Sales Price 0
Gross Living Area 1,145
Total Rooms 6
Total Bedrooms 2
Total Bathrooms 1.0
Location N;Res;
View N;SFR/Hospital;
Site 18512 sf
Quality Q4
Age 87



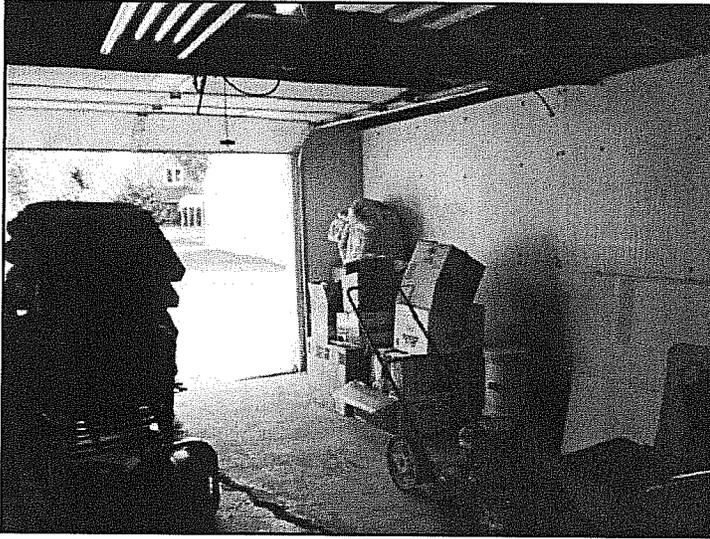
Subject Street



Subject Garage

Subject Photo Page

Client	Bothwell Regional Health Center		
Property Address	1509 S Ingram Ave		
City	Sedalia	County	Pettis
		State	MO
		Zip Code	65301
Client	Bothwell Regional Health Center		

**Subject Garage Interior**

1509 S Ingram Ave
Sales Price 0
Gross Living Area 1,145
Total Rooms 6
Total Bedrooms 2
Total Bathrooms 1.0
Location N;Res;
View N;SFR/Hospital;
Site 18512 sf
Quality Q4
Age 87

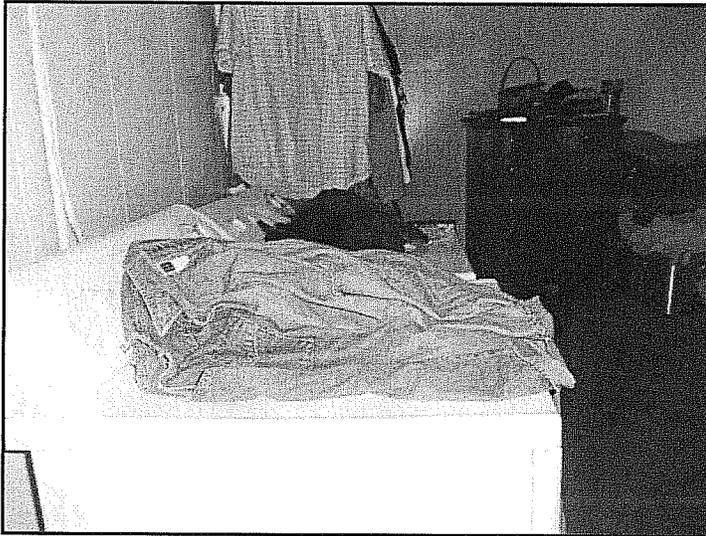
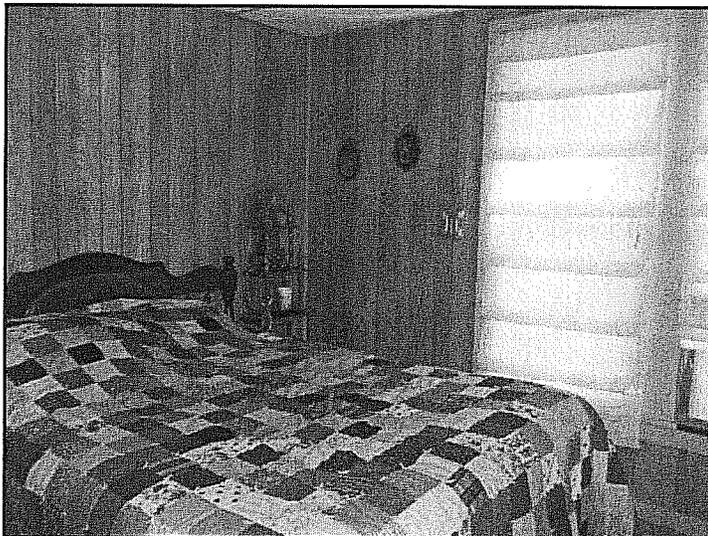
**Subject Living Room****Subject Dining Area**

Subject Photo Page

Client	Bothwell Regional Health Center		
Property Address	1509 S Ingram Ave		
City	Sedalia	County	Pettis
State	MO	Zip Code	65301
Client	Bothwell Regional Health Center		

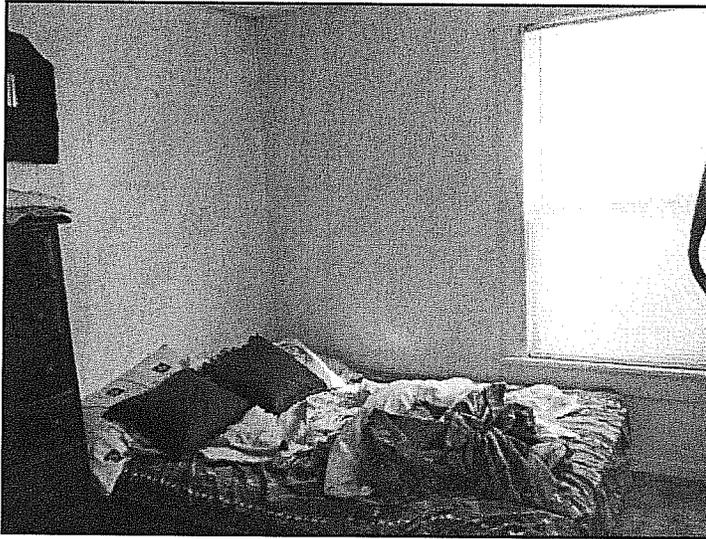
**Subject Kitchen**

1509 S Ingram Ave
Sales Price 0
Gross Living Area 1,145
Total Rooms 6
Total Bedrooms 2
Total Bathrooms 1.0
Location N;Res;
View N;SFR/Hospital;
Site 18512 sf
Quality Q4
Age 87

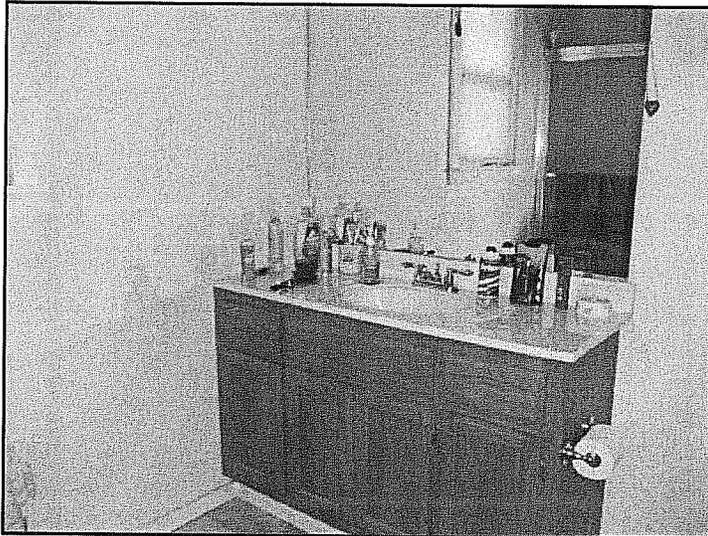
**Subject Laundry Area****Subject Bedroom**

Subject Photo Page

Client	Bothwell Regional Health Center		
Property Address	1509 S Ingram Ave		
City	Sedalia	County	Pettis
		State	MO
		Zip Code	65301
Client	Bothwell Regional Health Center		

**Subject Bedroom**

1509 S Ingram Ave
 Sales Price 0
 Gross Living Area 1,145
 Total Rooms 6
 Total Bedrooms 2
 Total Bathrooms 1.0
 Location N;Res;
 View N;SFR/Hospital;
 Site 18512 sf
 Quality Q4
 Age 87

**Subject Bathroom**

Comparable Photo Page

Client	Bothwell Regional Health Center		
Property Address	1509 S Ingram Ave		
City	Sedalia	County	Pettis
State	MO	Zip Code	65301
Client	Bothwell Regional Health Center		

**Comparable 1**

1311 E 10th St
 Prox. to Subject 0.63 miles NE
 Sale Price 47,500
 Gross Living Area 1,080
 Total Rooms 5
 Total Bedrooms 3
 Total Bathrooms 2.1
 Location A;Res;
 View N;Res;
 Site 21600 sf
 Quality Q4
 Age 56

**Comparable 2**

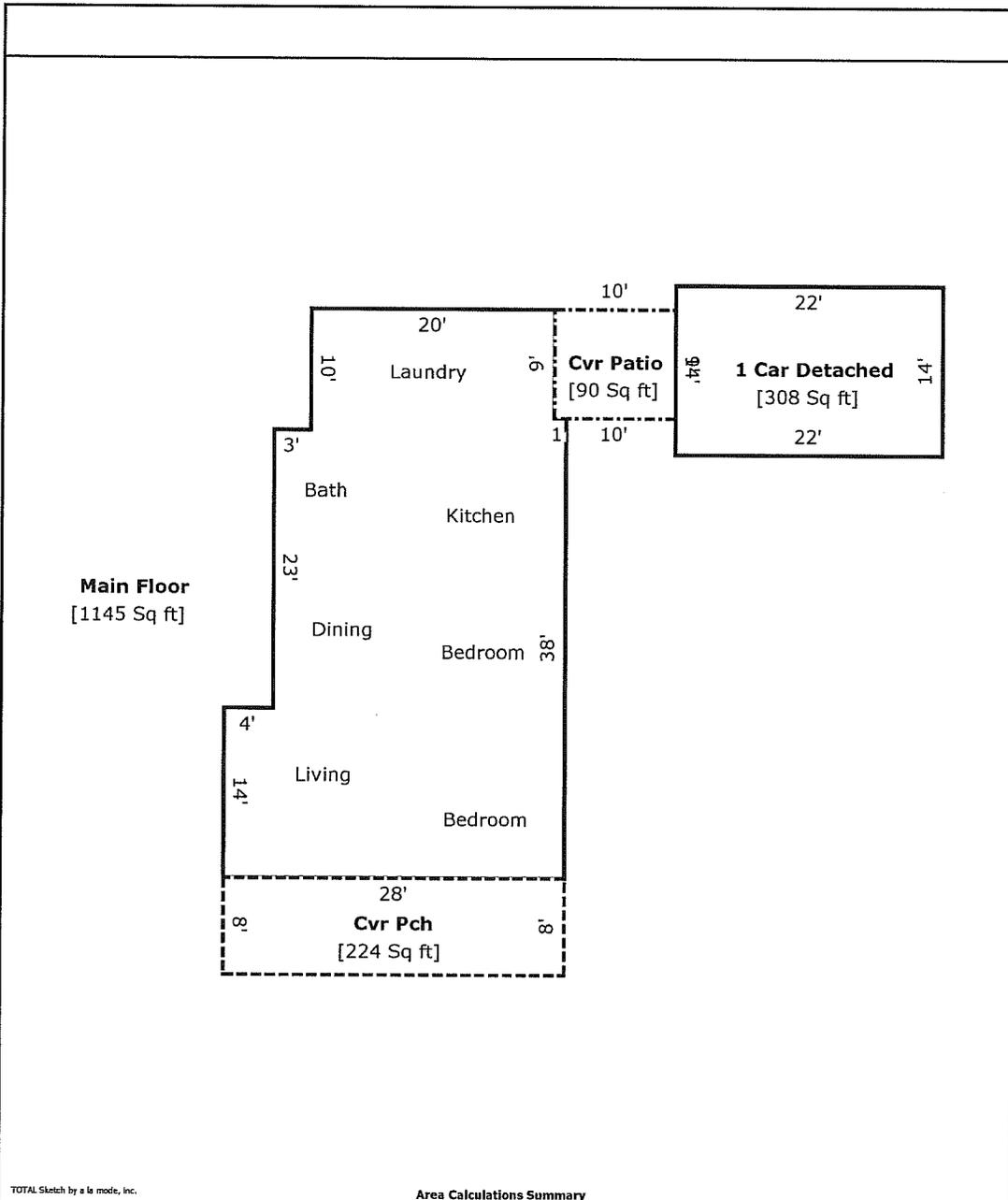
1014 E 11th St
 Prox. to Subject 0.44 miles NE
 Sale Price 49,750
 Gross Living Area 1,048
 Total Rooms 5
 Total Bedrooms 3
 Total Bathrooms 1.0
 Location N;Res;
 View N;Res;
 Site 7452 sf
 Quality Q3
 Age 58

**Comparable 3**

812 E 18th St
 Prox. to Subject 0.27 miles SE
 Sale Price 57,500
 Gross Living Area 1,228
 Total Rooms 5
 Total Bedrooms 2
 Total Bathrooms 1.0
 Location N;Res;
 View N;Res;
 Site 7112 sf
 Quality Q3
 Age 118

Building Sketch

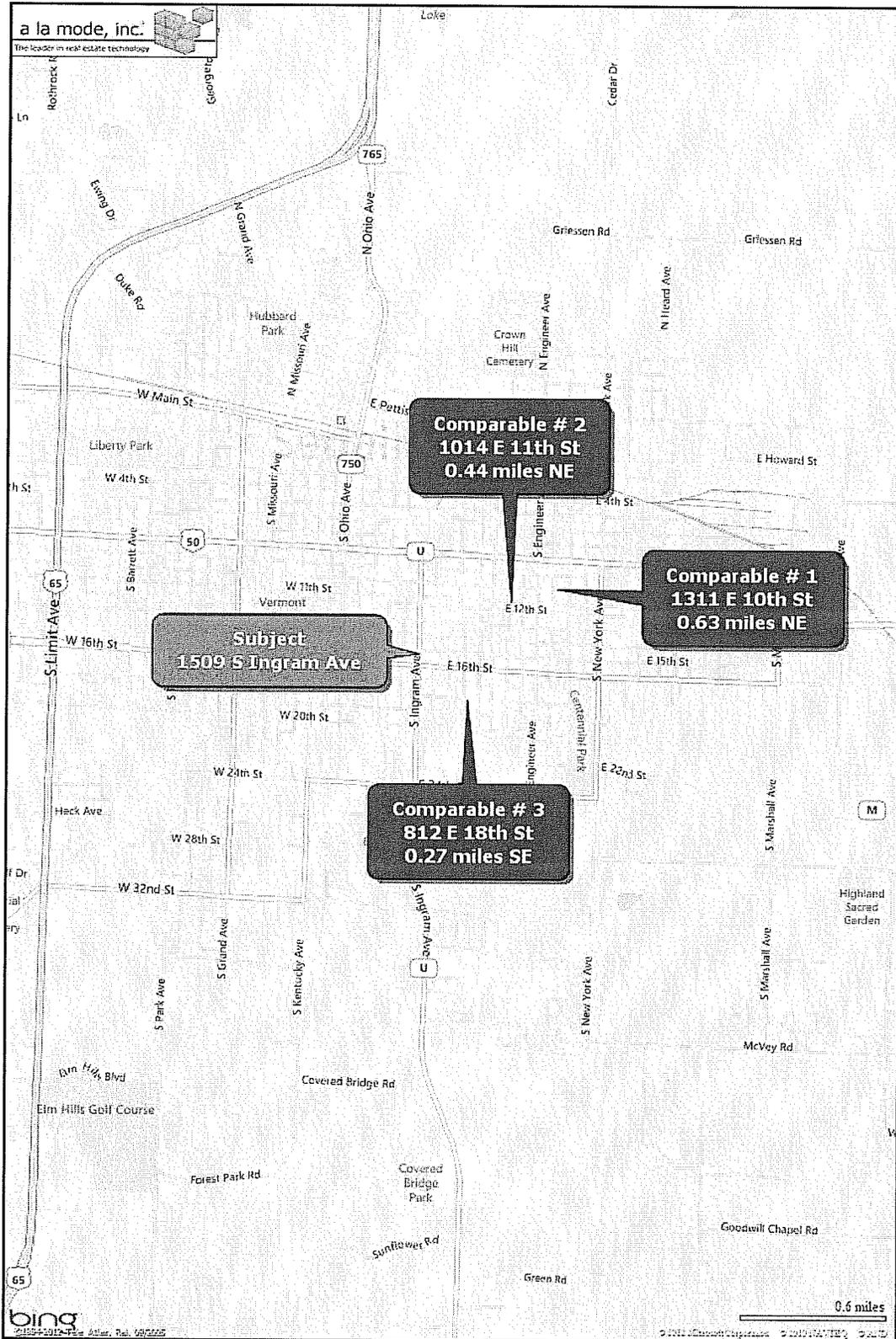
Client	Bothwell Regional Health Center		
Property Address	1509 S Ingram Ave		
City	Sedalia	County Pettis	State MO Zip Code 65301
Client	Bothwell Regional Health Center		



TOTAL Sketch by a la mode, inc.		Area Calculations Summary	
Living Area		Calculation Details	
Main Floor	1145 Sq ft		28 x 14 = 392 24 x 23 = 552 1 x 1 = 1 20 x 10 = 200
Total Living Area (Rounded):	1145 Sq ft		
Non-living Area			
Cvr Patio	90 Sq ft		9 x 10 = 90
1 Car Detached	308 Sq ft		22 x 14 = 308
Cvr Pch	224 Sq ft		28 x 8 = 224

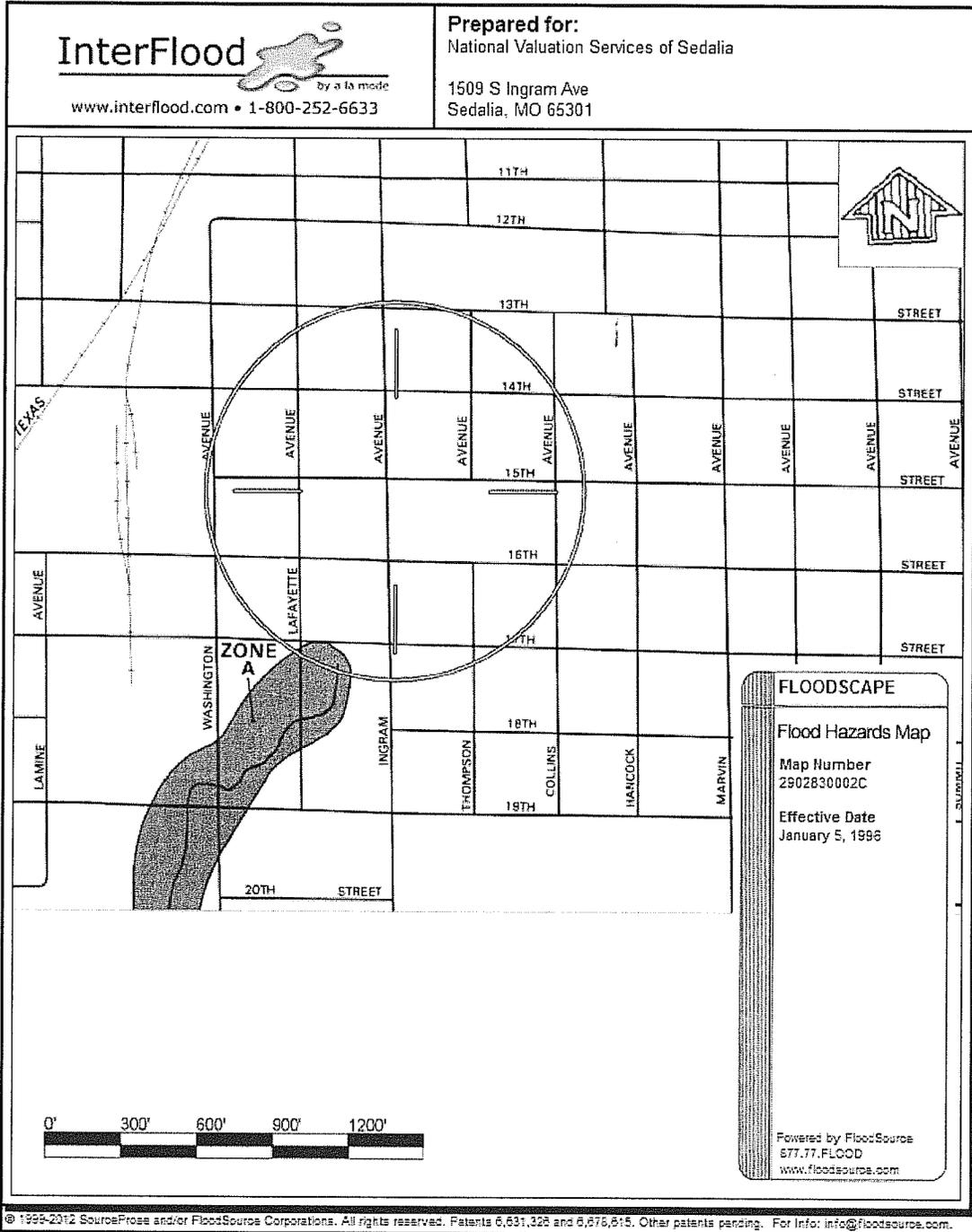
Location Map

Client	Bothwell Regional Health Center			
Property Address	1509 S Ingram Ave			
City	Sedalia	County	Pettis	State MO Zip Code 65301
Client	Bothwell Regional Health Center			



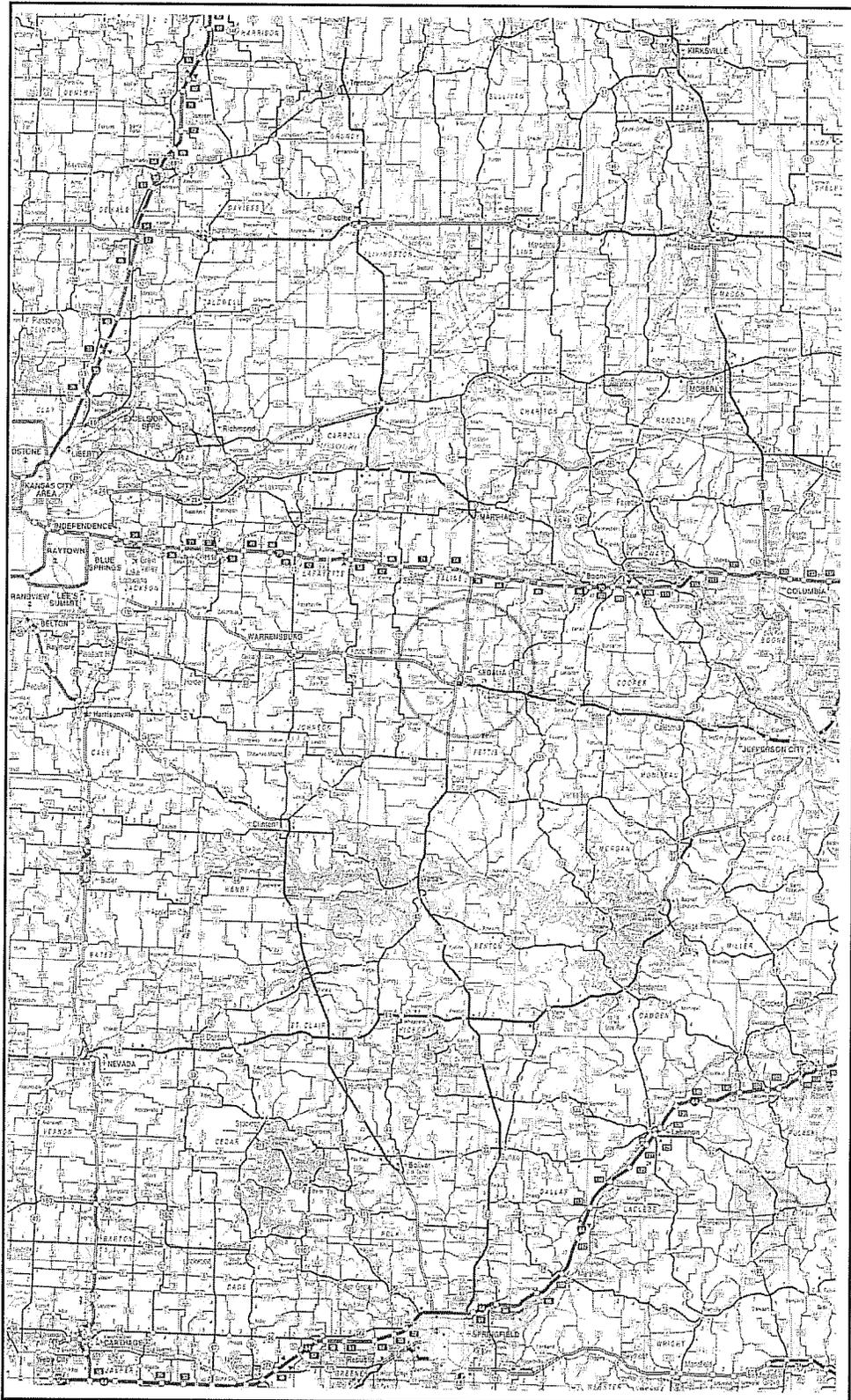
Flood Map

Client	Bothwell Regional Health Center			
Property Address	1509 S Ingram Ave			
City	Sedalia	County	Pettis	State MO Zip Code 65301
Client	Bothwell Regional Health Center			



State Map

Client	Bothwell Regional Health Center						
Property Address	1509 S Ingram Ave						
City	Sedalia	County	Pettis	State	MO	Zip Code	65301
Client	Bothwell Regional Health Center						



Supplemental Addendum

File No. 19496

Client	Bothwell Regional Health Center			
Property Address	1509 S Ingram Ave			
City	Sedalia	County	Pettis	State MO Zip Code 65301
Client	Bothwell Regional Health Center			

OTHER INTENDED USERS: The above client, HUD/FHA, and other secondary market participants.
Also includes:

INTENDED USE: Basis for mortgage loan on subject property.

PURPOSE OF APPRAISAL: To estimate market value as defined in 2012-2013 USPAP Manual, page 3, effective January 1, 2012.

DEPARTURE RULE: THE SUBJECT PROPERTY IS LOCATED IN AN AREA OF PRIMARILY FAMILY RESIDENCES AND THE INCOME APPROACH IS NOT CONSIDERED TO BE MEANINGFUL. FOR THIS REASON THE INCOME APPROACH WAS NOT USED. THEREFORE, THIS IS A LIMITED SCOPE APPRAISAL SUBMITTED IN A SUMMARY REPORT.

CERTIFICATION: FROM USPAP MANUAL, PAGE 31, EFFECTIVE JANUARY 1, 2012.

I CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF:

1. THE STATEMENTS OF FACT CONTAINED IN THE REPORT ARE TRUE AND CORRECT.
2. THE REPORTED ANALYSES, OPINIONS, AND CONCLUSIONS ARE LIMITED ONLY BY THE REPORTED ASSUMPTIONS AND LIMITING CONDITIONS, AND ARE MY PERSONAL, IMPARTIAL, AND UNBIASED PROFESSIONAL ANALYSES, OPINIONS, AND CONCLUSIONS.
3. I HAVE NO PRESENT OR PROSPECTIVE INTEREST IN THE PROPERTY THAT IS SUBJECT OF THIS REPORT AND NO PERSONAL INTEREST WITH RESPECT TO THE PARTIES INVOLVED.
4. I HAVE NO BIAS WITH RESPECT TO THE PROPERTY THAT IS THE SUBJECT OF THE REPORT OR TO THE PARTIES INVOLVED WITH THIS ASSIGNMENT.
5. MY ENGAGEMENT IN THIS ASSIGNMENT WAS NOT CONTINGENT UPON DEVELOPING OR REPORTING PREDETERMINED RESULTS.
6. MY COMPENSATION FOR COMPLETING THIS ASSIGNMENT IS NOT CONTINGENT UPON THE DEVELOPMENT OF REPORTING OF A PREDETERMINED VALUE OR DIRECTION IN VALUE THAT FAVORS THE CAUSE OF THE CLIENT, THE AMOUNT OF THE VALUE OPINION, THE ATTAINMENT OF A STIPULATED RESULT, OR THE OCCURANCE OF A SUBSEQUENT EVENT DIRECTLY RELATED TO THE INTENDED USE OF THIS APPRAISAL.
7. MY ANALYSIS, OPINIONS, AND CONCLUSIONS WERE DEVELOPED, AND THIS REPORT HAS BEEN PREPARED, IN CONFORMITY WITH THE UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE.
8. I HAVE MADE A PERSONAL INSPECTION OF THE PROPERTY THAT IS THE SUBJECT OF THIS REPORT.
EXTERIOR: Yes INTERIOR: Yes
9. Eric Langston PROVIDED SIGNIFICANT REAL PROPERTY APPRAISAL ASSISTANCE TO THE PERSON SIGNING THIS CERTIFICATION.
10. STEVEN A. HICKS (HAS - **HAS NOT**) COMPLETED AN APPRAISAL ON THIS PROPERTY, THE SUBJECT OF THIS APPRAISAL REPORT, IN THE LAST THREE YEARS PRIOR TO ACCEPTING THIS ASSIGNMENT.




Steven A. Hicks, RA001341
MO State General Certified
Real Estate Appraiser

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A TRAIL ACCESS LICENSE AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND THE MISSOURI DEPARTMENT OF NATURAL RESOURCES (MDNR) FOR KATY TRAIL ACCESS FROM CLOVER DELL PARK; AND AUTHORIZING SAID LICENSE AGREEMENT TO BE EXECUTED BY THE MAYOR, CITY ADMINISTRATOR AND CITY CLERK.

WHEREAS, the Missouri Department of Natural Resources (MDNR) presented a trail access license agreement to the Sedalia Park Board for approval at their September 6, 2012 meeting; and

WHEREAS, said trail access license grants permission to the City of Sedalia to construct, use, maintain, repair and develop a pedestrian/bicycle ingress and egress to adjacent property known as Clover Dell Park and connecting said property to the Missouri Department of Natural Resources right-of-way along the former Missouri-Kansas-Texas (MKT) Railroad presently utilized as a linear state park known as Katy Trail State Park. The location of access is described as:

A strip of land eleven feet (11') wide and forty-three feet (43') long at entrance to Trail ROW to Intersection with Trail surface, located at approximately MP 231.6, GPS Coordinates N38-40-733, W93-17.379, in the City of Sedalia, Pettis County, State of Missouri; and

WHEREAS, the Sedalia Park Board approved the trail access license agreement from the Missouri Department of Natural Resources at its September 6, 2012 meeting; and

WHEREAS, said trail access license agreement is attached hereto as Exhibit A to this ordinance and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts the trail access license agreement by and between the City of Sedalia, Missouri, and the Missouri Department of Natural Resources (MDNR) in substantively the same form and content as the agreement has been proposed.

Section 2. The Mayor, City Administrator and City Clerk are authorized and directed to execute the trail access license agreement on behalf of the City of Sedalia, Missouri 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 it has been proposed.

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 24th day of September 2012.

Presiding Officer of the Council

Approved by the Mayor of said City this 24th day of September 2012.

ATTEST:

Mary Elaine Horn, Mayor

Arlene Silvey, MRCC City Clerk



Sedalia Parks & Recreation Department

1500 W. 3rd St. Sedalia, MO 65301 Ph:(660) 826-4930 Fax:(660) 826-3044 www.sedaliaparks.com

Mark Hewett

Director of Parks & Recreation

David Moore

Parks Superintendent

Amy Epple

Recreation Superintendent

Date: September 7, 2012
To: Gary Edwards, City Administrator
From: Mark Hewett, Director
Re: DNR Trail Access License Agreement

At the September 6, 2012 Park Board Meeting, the Board approved this agreement pending any changes and/or additions deemed necessary by City Attorney Anne Gardner.



Jeremiah W. (Jay) Nixon, Governor • Sara Parker Pauley, Director

DEPARTMENT OF NATURAL RESOURCES

www.dnr.mo.gov

July 7, 2012

City of Sedalia
Municipal Building Office 200
200 South Osage Avenue
Sedalia, MO 65301

Re: Katy Trail Right-of-Way near Milepost 231.6
License NO. PTS1201

Dear Mayor Horne:

As requested, the Division of State Parks has drafted a license for the City of Sedalia (City) concerning Katy Trail access to your adjacent property known as "Clover Dell Park" with the City as the Licensee. Enclosed you will find a license agreement (two copies). Please read and sign the agreements and return both original signed documents to Division of State Parks, P.O. Box 176, Jefferson City, MO 65102. After the Director of State Parks has signed both documents, we will mail an original back to your office.

We appreciate your desire to be a part of Katy Trail State Park and allow access to Clover Dell Park as well. If you have any questions, please feel free to contact me by phone at (573) 522-8191 or by email at matt.vandervoort@dnr.mo.gov, or you may contact Daniel Brigman, Katy Trail Section Manager, at 660-563-2463. Thank you.

Sincerely,

DIVISION OF STATE PARKS

A handwritten signature in black ink that reads "Matt Vandervoort".

Matt Vandervoort
Park Operations Planning Coordinator

Enclosure

**STATE OF MISSOURI
DEPARTMENT OF NATURAL RESOURCES
TRAIL ACCESS LICENSE**

THIS AGREEMENT, No. PTS1201, entered into this ____ day of _____, 2012 between the **Missouri Department of Natural Resources**, referred to as "Licensor", and the **City of Sedalia**, called "Licensee."

ARTICLE I

1. Term: This Agreement shall take effect the date hereof and, unless terminated, shall continue indefinitely, so long as used for the purpose set forth, or until any railroad operation is required pursuant to the National Trails System Act, at which time this Agreement may be assigned to railroad authority.

2. Consideration and Description: For good and valuable consideration, Licensor grants a license and permission to Licensee and Licensee's representatives to construct, use, maintain, repair, and develop a pedestrian/bicycle ingress and egress to Licensee's adjacent property, known as Clover Dell Park, and connecting Licensee's property to Licensor's right-of-way (ROW) along the former Missouri-Kansas-Texas Railroad presently utilized as a linear state park known as Katy Trail State Park, as shown in Exhibit A, attached hereto and incorporated herein by reference. For convenience, said pedestrian/bicycle access is called "Access" and Katy Trail State Park is called "Trail." The location of Access is described as:

A strip of land eleven feet (11') wide and forty-three feet (43') long at entrance to Trail ROW to intersection with Trail surface, located at approximately MP 231.6, GPS Coordinates N38-40-733, W93-17.379, in the City of Sedalia, Pettis County, State of Missouri.

ARTICLE II

Licensee undertakes and agrees:

1. To assume the risk of, protect, indemnify and hold harmless Licensor, its officers, agents, and employees from and against all liability for or on account of claims, demands or suits involving injury or death of any and all persons or damage to property or livestock, resulting from or incident to the construction, maintenance, reconstruction, and use of Access caused by Licensee, its users, guests and invitees. Licensee agrees to immediately investigate any claims, demands or suits and shall defend, settle, and/or otherwise dispose at its sole cost and expense. In the event Licensee settles any claims, demands, or suits, it shall obtain a release which includes all claims against Licensor. Licensee shall not have or make against Licensor any claim or demand for or on account of any damage Licensee may suffer or sustain because of any failure of Licensor's title to the ROW and lands occupied by Access or any part.

2. To perform the above described Access construction work at its sole cost and expense. Said work shall conform to the Americans with Disabilities Act (ADA) and other local ordinances and public safety standards, and shall be performed in accordance with plans and specifications prepared by Licensee's representatives and any future changes must be approved by Licensor. Any and all excavations shall be backfilled by Licensee in a manner satisfactory to Licensor and in such a manner and at such times as shall not endanger or interfere with the safe operation of the Trail established along the former railroad ROW. The regulations of Licensor and the instructions of its representatives shall be complied with relating to the proper manner of protecting the Trail and property at said locations as well as the persons and authorized vehicles occupying, moving on, or using the Trail.

3. To make appropriate arrangements with any person or legal entity occupying or using the premises affected hereby pursuant to a lease or other permission granted by Licensor, so that Licensee's said Access will not unreasonably interfere with the use of the subject property, or create undue hardship on any person or legal entity occupying or using the premises or otherwise be in conflict with any of the provisions of Licensor's agreements under the National Trails System Act or the Certificate of Interim Trail Use (CITU).

4. During the term of this Agreement, Licensee will use said premises for the purpose of providing pedestrian/bicycle ingress and egress to trail users and for no other purpose except as may be approved in writing by Licensor. Licensee may furnish any commodities and services for trail users only after written approval by Licensor. Licensee further agrees to use said Access in such a manner as not to interfere with the conduct of Licensor's business, or with the safe operation of the Trail. Licensee further agrees and covenants to conform to and observe all Trail policies, and all ordinances, rules and regulations of the City of Sedalia, Pettis County, State of Missouri, and the United States of America, and all public authorities, boards or officers relating to said premises, or improvements or use, and will not, during such term, permit the same to be used for illegal or immoral purposes, business or occupation, or any use which would interfere with the railbank purpose of the Trail ROW or be incompatible with the use of the Trail, provided that a violation of this section shall serve as a breach of this agreement only in the event that the property herein shall be closed or abated by the proper legal authorities for any legal or immoral purpose, business or occupation, or determined by Licensor to be a use which interferes with the railbank purpose of the Trail ROW or be incompatible with the use of the Trail itself.

5. To care for the immediate area surrounding said Access. Said area shall be mutually defined and agreed to by Licensor and Licensee, and the care and maintenance shall include, but not be limited to, general landscaping, mowing and trimming, spraying for weeds, as approved by Licensor. Licensee further agrees to keep the whole of the improved Access in a clean, litter-free, sanitary, and well-groomed condition that is satisfactory to Licensor.

6. This Agreement does not create any rights, claims, or causes of action between the parties to this Agreement in favor of any non-parties to the Agreement.

ARTICLE III

1. Repairs and Relocations: (a) In its use of the Access, Licensee shall at all times maintain the Access in a safe and secure manner, in a condition satisfactory to Licensor, and in a manner that will protect and will not interfere with the Trail or its users. Licensor may request Licensee to make reasonable repairs of damage to Access caused by Licensee, its users, guests or invitees, as in the judgment of Licensor shall be necessary to avoid interference with or danger in the use or operation of Licensor's Trail and property; its present or future appurtenances; or facilities or operations of other persons occupying or using the Trail with Licensor's permission. Licensee shall not be responsible for repair of damage to the Access, which is not caused by Licensee, its users, guests or invitees. Licensor shall provide written notice to Licensee designating non-compliance and, upon receipt of written notice, Licensee shall make any repairs as soon as reasonably practical, but in no event later than thirty (30) days from receipt of notice for repairs that do not pose a public safety hazard, and within ten (10) days from receipt of notice in the event a condition exists that may threaten public safety.

(b) If Licensee shall fail to perform any of its obligations contained herein, including failure to make necessary repairs as outlined in Paragraph 1 (a) of Article III, Licensor may cause condition to make safe or made to comply as required, or cause repairs to be made. Licensor, acting as the agent of Licensee, may perform work as is necessary in the judgment of Licensor. Licensee shall, on demand, promptly reimburse Licensor the whole cost, plus ten percent (10%) as a charge for supervision, accounting, use of tools and equipment; or Licensor may terminate this License by giving to Licensee not less than ten (10) days advance written notice of its intention to do so.

2. Termination: Notwithstanding Paragraph 1 (b), Licensor may terminate this Agreement if Licensee fails to comply with Licensee's covenants and obligations. Licensor may also terminate this Agreement if Trail is required for railroad purposes pursuant to the National Trail Systems Act. No reimbursement shall be made for Licensee's expenses incurred in the removal of the Access or the consideration paid for this Agreement. No termination or expiration shall affect the rights and liabilities, if any, of the existing parties.

3. Restoration: Upon the termination of this Agreement, Licensee shall remove its Access and restore Trail ROW to its condition prior to the construction of Licensee's Access, and in a manner satisfactory to Licensor. If Licensee fails to remove its Access within ninety (90) days following termination of this Agreement, Licensor may remove and charge the expense there from to Licensee on the basis provided in Paragraph 1 (b) of Article III.

4. Assignability: This Agreement, and all the provisions contained, shall be binding upon the parties, their successors and assigns, and Licensee agrees to supply notice in writing to Licensor of any name changes. Licensee agrees not to assign this Agreement or any interest including but not limited to concessionaires, without prior consent of Licensor in writing, and Licensor shall not unreasonably withhold consent. Licensor retains the right to cancel and terminate this Agreement if Licensee or its assignee uses this Access for any purpose other than for public access to Trail.

5. Miscellaneous: (a) The personal pronouns used as referring to Licensee shall be understood to refer to Licensee whether Licensee is a natural person, a partnership, a corporation, a political subdivision, or any combination.

(b) Any notice required to be given by Licensor to Licensee, or Licensee to Licensor shall be properly given when served upon or hand delivered to, or upon receipt if mailed, postage paid, certified mail, return receipt requested, addressed as follows:

If to Licensor:

Real Estate Section
DNR/Division of State Parks
P.O. Box 176
Jefferson City, MO 65102
Office: (573) 522-8191
FAX: (573) 526-4395

If to Licensee:

City of Sedalia
Mayor
Municipal Building Office 200
200 South Osage Avenue
Sedalia, MO 65301
Office: (660) 827-3000 ext. 145
FAX: (660) 827-3885

With a copy to:

Katy Trail State Park Coordinator
Rock Bridge Memorial State Park
5901 S. Hwy. 163
Columbia, MO 65203
Office: (573) 449-7402
FAX: (573) 442-2249

With a copy to:

City Administrator
Municipal Building Office 200
200 South Osage Avenue
Office: (660) 827-3000 ext. 146
FAX: (660) 827-3885

Notices of either party to the other shall be deemed delivered on the date actually received.

(c) No oral promises, oral agreements, or oral warranties shall be a part of this Agreement, nor shall any alteration, amendment, supplement, or waiver of any of the provisions of this Agreement be binding upon either party unless supplemented, altered, changed, or amended by an instrument in writing, signed by Licensor and Licensee.

(d) This Agreement does not create any rights, claims, or causes of action between the parties to this Agreement in favor of any non-parties to this Agreement.

(e) This Agreement does not become binding upon Licensor until executed by Licensor's Director, Division of State Parks.

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

**LICENSOR
STATE OF MISSOURI
DEPARTMENT OF NATURAL RESOURCES**

**LICENSEE
CITY OF SEDALIA, MO**

**William J. Bryan, Director
Division of State Parks**

By: _____
Elaine Horne, Mayor

Attest: (SEAL)

By: _____
Arlene Silvey, City Clerk

By: _____
Gary Edwards, City Administrator

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND MISSOURI DEPARTMENT OF CONSERVATION.

WHEREAS, the City of Sedalia, Missouri applied for and has received approval of a matching grant of up to Ten Thousand Dollars (\$10,000.00) from the Missouri Department of Conservation to undertake a tree resource improvement and maintenance program to inventory approximately 1,800 trees located within the street right-of-ways which include Limit Avenue east to Lafayette Avenue, Thompson Avenue, and Washington Avenue; Broadway Boulevard north to North Broadway Boulevard (not including North Ohio Avenue north of Main Street as this is a Missouri Department of Transportation maintained street); Lafayette Avenue east to Marshall Avenue until number of trees have been reached; and

WHEREAS, one of the requirements in order to receive the grant, requires that the City of Sedalia and the Missouri Department of Conservation execute the proposed agreement attached as Exhibit A and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri hereby approves and accepts the agreement by and between the City of Sedalia, Missouri and Missouri Department of Conservation 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 have been proposed.

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

Section 4. This ordinance shall be in full force and effect from and after its passage and approval. Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 24th day of September 2012.

Presiding Officer of the Council

Approved by the Mayor of said City this 24th day of September 2012.

Mary Elaine Horn, Mayor

ATTEST:

Arlene Silvey, MRCC City Clerk

To: Gary Edwards
From: Bill Beck
Date: September 17, 2012
Subject: Missouri Department of Conservation Agreement

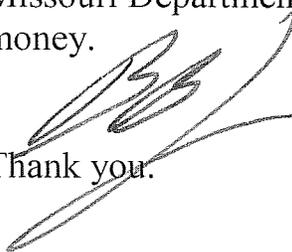
The Missouri Department of conservation awards grants through a Tree Resource Improvement and Maintenance (TRIM) cost share program. We applied for and received a \$10,000 grant to be used for a tree inventory of some of the City right-of-way trees. This is the third year the City has received a TRIM Grant.

The tree inventory will be performed by a licensed arborist and will consist of an inventory of approximately 1,800 street right-of-way trees. The boundaries included in this inventory are Limit Avenue east to Lafayette Avenue, Thompson Avenue, and Washington Avenue; Broadway Boulevard north to North Broadway Boulevard (not including N. Ohio Avenue north of Main Street as this is a Missouri Department of Transportation maintained street); Lafayette Avenue east to Marshall Avenue until number of trees have been reached.

All the information gathered will be available in a format that is compatible with the City's current GIS system and can be added as a layer.

I would like to recommend the City enter into an agreement with the Missouri Department of Conservation to allow the City to receive the grant money.

Thank you.

A handwritten signature in black ink, appearing to be 'Bill Beck', written over the 'Thank you.' text.



MISSOURI DEPARTMENT OF CONSERVATION

Headquarters

2901 West Truman Boulevard, P.O. Box 180, Jefferson City, Missouri 65102-0180

Telephone: (573) 751-4115 ▲ www.MissouriConservation.org

ROBERT L. ZIEHMER, Director

August 24, 2012

Bill Beck
City of Sedalia
200 S. Osage Avenue
Sedalia, MO 65301

Dear Bill:

Congratulations! Your application for the *Tree Resource Improvement and Maintenance* matching grant has been approved!

Enclosed you will find two copies of the Cooperative Agreement between the City of Sedalia and the Missouri Department of Conservation. These agreements have been signed by State Forester Lisa Allen.

Please sign both copies (be sure to include your Federal I.D. Number), keep one for your files, **and return one copy by Friday, September 21, 2012:**

Nick Kuhn
Community Forestry Coordinator
PO Box 180
Jefferson City, MO 65102

Please do not begin implementation of your project until you have returned your signed contract to me at the above address. If you have any questions, feel free to contact me at (573) 522-4115 x 3306.

Sincerely,

A handwritten signature in black ink that reads "Nick Kuhn".

Nick Kuhn
Community Forestry Coordinator

NTK:nmp
Enclosures

c: Jake Willard, Resource Forester

COMMISSION

DON C. BEDELL
Sikeston

JAMES T. BLAIR, IV
St. Louis

DON R. JOHNSON
Festus

BECKY L. PLATTNER
Grand Pass

**COOPERATIVE AGREEMENT
BETWEEN
THE MISSOURI DEPARTMENT OF CONSERVATION
(Hereinafter referred to as Department)
AND
City of Sedalia
(Hereinafter referred to as Cooperator)**

NAME OF PROJECT: Tree Resource Improvement and Maintenance (*TRIM*) Grant

Project Number: 13.014
Project Description: Inventory

PARTIES AND CONTACTS:

Bill Beck
City of Sedalia
200 S. Osage Avenue
Sedalia, MO 65301
660-827-3000

Jake Willard, Resource Forester
Missouri Department of Conservation
2000 S. Limit
Sedalia, MO 65301
660-530-5500

AGREEMENT DURATION

The period of this agreement is August 24, 2012 through June 1, 2013.

MEASURABLE OUTCOMES:

1. Complete the approved *TRIM* project anytime between signature of this Agreement and May 1, 2013. Said project shall be completed as described and specified in the application submitted for consideration of cost-share funding. The application is attached and incorporated herein.
2. Costs incurred before this agreement are ineligible for reimbursement.
3. All tree work must conform to the most current version of the American National Standards Institute *A300 Standards for Tree Care Operations Part One Pruning and Part Six Transplanting*. Failure to do so may result in payment being withheld.
4. The Department shall be given appropriate credit in all publications, educational materials and in all media contacts related to this project. The statement "A portion of the funding for this project was made available through the Missouri Department of Conservation's Tree Resource Improvement and Maintenance (*TRIM*) program" is suggested.

REPORTING REQUIREMENTS:

1. The Cooperator shall contact the local forester noted above under **PARTIES AND CONTACTS** if any changes in the project arise. The local forester or their representative must approve all changes prior to implementation. Failure to do so may result in denial of payment of your *TRIM* project.
2. The Cooperator shall notify in writing the local forester by May 1, 2013 that all work has been completed and request an inspection of the project.
3. Should an extension beyond the May 1, 2013 deadline be desired to complete the project, the Cooperator shall submit a request in writing outlining the extenuating circumstances necessitating such a variance. This written request must be received a minimum of two weeks prior to the May 1, 2013 deadline. Such requests must be sent to the Department of Conservation, Community Forestry Coordinator, P.O. Box 180 Jefferson City, Missouri 65102. Extensions can only be granted by the Community Forestry Coordinator. Requests made by email are not acceptable.
4. The Cooperator shall provide documentation of all costs associated with the approved project before payment will be made. This includes copies of all dated invoices for project costs, paid receipts, and a description with documentation of all donations, volunteer assistance, and in-kind costs.
5. The Cooperator shall provide documentation that all activities identified in the application's Publicity Plan are completed.
6. If for any reason, the Cooperator can not complete the *TRIM* project during the time specified herein, immediate written notification to the Department is required. Providing timely notification will also ensure that no penalties will result for future project applications.

MONITORING REQUIREMENTS:

1. The Department's local forester or their representative shall monitor each project. Such monitoring shall include but not be limited to on-site visits, ongoing informal monitoring through phone calls, email, and desk review of financial information, progress, and performance reports. The Department shall conduct an onsite inspection of each project upon completion to assure compliance with program guidelines.
2. After project inspection and certification that the work fully meets the project specifications, the Department shall process payment. If the inspecting local forester finds the project does not meet specifications, payment will not be issued until specifications are met.
3. The Cooperator shall allow the Department access to all financial records and/or audited financial statements related to this agreement.

T.R.I.M. Estimated Project Cost Worksheet

Applicant City of Sedalia Contact person Bill Beck

Address 200 S. Osage Avenue

Phone 660-827-3000 County Pettis

City/State Sedalia, MO ZIP (9-digit ZIP required) 65301

Project location Sedalia, MO

Project Type (check all that apply):

- Inventory Removal Pruning Education Planting Other

Provide costs only for items associated with your project.

A. Reimbursable Costs	Amount
1. Contract fee (tree management plan, material development, inventory)	<u> </u>
2. Contracted labor (tree removals, pruning, planting, inventory)	<u>10,150.00</u>
3. Purchased materials for inventory or tree work	<u> </u>
4. Equipment rental (inventory, planting or other tree work)	<u> </u>
5. Education (training course fees, program materials)	<u> </u>
6. Tree planting plan preparation fee	<u> </u>
7. Trees for planting and delivery, less any discount	<u> </u>
8. Purchased materials for planting (stakes, mulch)	<u> </u>
SUBTOTAL	\$ <u>10,150.00</u>

B. Non-reimbursable Costs	
1. Administrative costs (tree care, education, inventory)	<u>500.00</u>
2. Paid employee labor (tree care, education, inventory)	<u>2,500.00</u>
3. Donated labor (tree work, planting or inventory (at \$10/hr))	<u> </u>
4. Donated equipment costs	<u> </u>
5. In-kind equipment	<u> </u>
6. Donated materials (stakes, mulch, etc.)	<u> </u>
7. Discount or credit for trees or tree planting	<u> </u>
8. Other	<u>500.00</u>
SUBTOTAL	\$ <u>3,500.00</u>

C. Total Estimated Project Costs

(Add above and round to nearest dollar.)

\$ 13,650.00

Transfer total to back side of form

Please complete Cost-share Request Form on reverse side.

T.R.I.M. Cost-share Request Form

Applicant City of Sedalia Contact person Bill Beck

Project location Sedalia, MO

C. Total Estimated Project Costs

\$ 13,650.00
Amount from front side of form

D. MDC Cost-share Computation

Missouri Department of Conservation's Cost Share (60% X Total estimated project cost) \$ 8,190.00

Tree City USA Bonus (15% X Total estimated project cost) \$ 2,047.50

NOTE: To qualify for bonus, project must be located in a community that is currently certified as a Tree City USA.

Missouri Arbor Award of Excellence Bonus (5% X Total estimated project cost) \$ -----

NOTE: To qualify for bonus, applicant must be the winner of an MAAE award.

SUBTOTAL
Add all amounts in D (above): \$ 10,237.50

SUBTOTAL REIMBURSABLE COSTS
Enter the SUBTOTAL from A on front side: \$ 10,150.00

TOTAL MDC COST SHARE \$ 10,000.00
Enter the smaller of the above two lines. Total MDC Cost Share cannot exceed Reimbursable Costs. Maximum available is \$10,000 unless specifically authorized.

E. Local Cost-share Computation

Total MDC Cost Share subtracted from Total Estimated Project Costs \$ 3,650.00

I certify that funds received through the Tree Resource Improvement and Maintenance program will be used only for the care of trees or planting of trees on public property, as noted in this application. I certify that all trees subject to this contract will be pruned in accordance with American National Standard Institute A300 Standard Practices for Wood Plant Maintenance specifications and that trees will be planted in accordance with the enclosed "How to Plant a Tree."

Bill Beck, Jr. Public Works Director
Name and Title of Representative

[Signature] 5-23-2012
Signature of Representative Date

Jacob D. Willett 5/24/2012
Signature of Missouri Department of Conservation Forester Date

T.R.I.M. II GRANT APPLICATION NARRATIVE

Sedalia, MO Street Right of Way Tree Inventory

Final Product: The City of Sedalia plans to use an experienced urban forestry consulting firm to complete a GIS-based tree inventory of approximately 1800 street right-of-way trees. The boundaries included in this inventory are Limit Avenue east to Lafayette Avenue, Thompson Avenue, and Washington Avenue; Broadway Boulevard north to North Broadway Boulevard (not including N. Ohio Avenue north of Main Street as this is a Missouri Department of Transportation maintained street); Lafayette Avenue east to Marshall Avenue until number of trees have been reached. This will be the 2nd phase of the street tree inventory. The tree inventory project is critical as the information collected will assist the City of Sedalia's staff in its ability to efficiently locate existing trees, prioritize tree maintenance tasks, and identify, assess, and correct storm damaged trees.

Benefit to Current Program: The City of Sedalia takes great pride in its urban forest, open spaces, and other natural resources. The City's plans to thoroughly inventory the trees and develop an *Urban Forestry Management Plan* are proof of a sincere effort to create and support a long-term and sustainable urban forest management program. The Sedalia Tree Management Project is an extension of a more comprehensive effort to create a more sustainable community.

The City of Sedalia is very proud of its recent Tree City USA award (for the second year) and formation of a Tree Board. This project will be instrumental in the City's goal of maintaining this designation and continuing the focus of the Tree Board.

Participants: The City's Public Work Director, Bill Beck, will perform the project oversight on behalf of the city. For the field inventory portion of the project, the City's intent is to hire a highly-qualified arboricultural contractor to perform the inventory using their customized software program. The contractor will have *Certified Arborists* as site managers and field staff, and the contractor's project manager will have the additional accreditation of *Municipal Specialist*.

Facilities and Equipment: The most efficient and accurate method for mapping tree locations is to utilize GPS technology, map data on a handheld computer, and the arborist's field judgment. A Pen-Tablet computer is loaded with ArcPad[®] and connected to a GPS unit, enabling seamless functionality between the GIS base map data, GPS location technology, and the consultant's tree collection program.

Timetable: Upon award of the grant, the city will meet with the consultant to finalize tree attribute fields and deliverables. Approximately two months will be required for data collection, data analysis, integrating new tree data with old tree data, and creating the maps. A detailed timeframe is described below:

Week 1	After grant awarded the city will meet with the consultant to create a work specification document and sign the official contract.
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- Week 2** Initial press release to local newspapers, television stations, and city's web site as to purpose and scope of inventory project.
- Week 2-3** Load existing GIS layers onto pen-tablet computers and schedule start of data collection.
- Week 4** Data collection (consultant)
- Week 5** Delivery of data to City.
- Week 6** Another press release will be prepared by city staff and sent to local media acknowledging the MDC, discussing the findings, and the scope of the inventory project.

Administration Contact: Bill Beck
 200 South Osage
 Sedalia, Missouri 65301
 660-827-3000

Publicity/Education: At least two press releases will be made via local media and the city's web site. This will enable the residents of Sedalia, as well as neighboring communities, to become aware of the results of the inventory and the city's pro-active management plan.

Steps to Complete:

- Determine need and scope of street right-of-way tree inventory project **(completed)**
- Meet with possible consultants to complete inventory **(completed)**
- Post Request For Proposal (RFP) and select consultant **(pending)**
- Apply for grant assistance with funding **(pending)**
- After award of grant, meet with selected consultant to finalize work specifications and schedule project.
- Consultant will inventory a portion of street right-of-way trees utilizing *Certified Arborists*, aerial photographs, GPS / GIS technologies, and pen-tablet computers. Data fields collected will include species, location (x and y coordinates), diameter, condition, maintenance recommendations, priority rating, valuation, hazard rating, hardscape damage, overhead utilities, growspace, etc.
- Delivery of tree inventory data in electronic and i-Tree Streets format.

Maps: The attached maps shows the location of Sedalia in Pettis County and the location of the selected for the project.

Budget Information:**Costs**

Consultant fee (consultant to perform inventory).....	\$10,150
Creating base maps.....	\$ 500
Administrative and staff support (labor).....	\$ 500
Paid employee labor (tree care and project implementation).....	<u>\$2,500</u>
Total Project Costs	
	\$13,650

Anticipated Grant Support

MDC Cost Share (75% with \$10,000 max).....	\$10,000
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Local Contribution (In-kind)

Administrative and staff support.....	\$ 500
Creating base maps.....	\$ 500
Paid employee labor (tree care and project implementation).....	<u>\$2,500</u>
Total In-kind Support	
	\$3,500

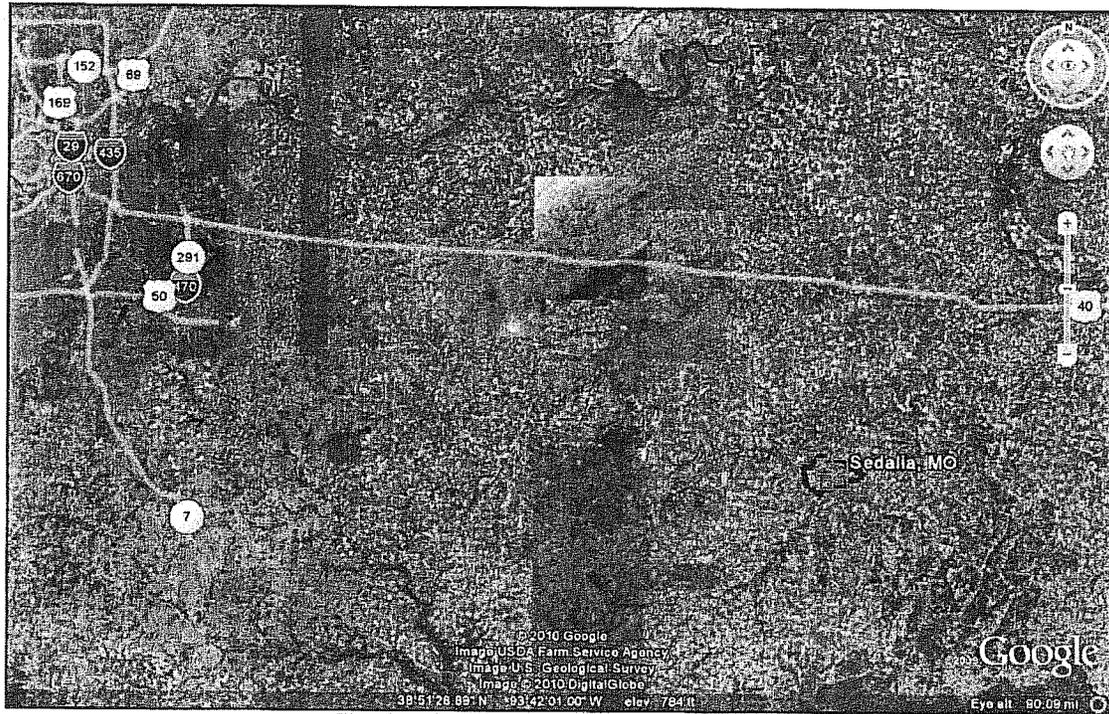
Local Contribution (Cash)

Budgeted funds.....	\$150
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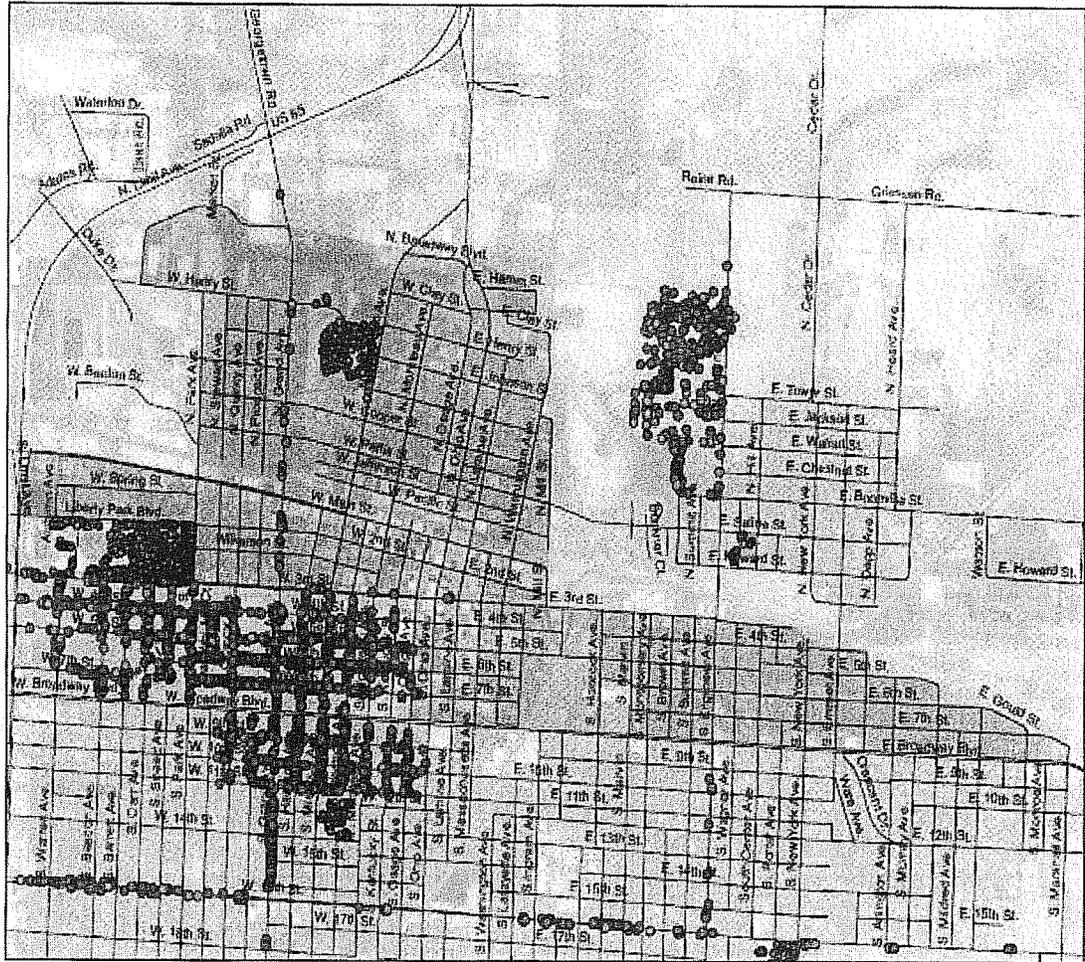
Conclusion: With the support of the State of Missouri, Department of Conservation's T.R.I.M. Grant, the City of Sedalia, its businesses, residents, and community support groups, will have:

- A complete comprehensive tree care program for the entire city based on professional and scientific arboricultural assessments and recommendations.
- A partial inventory and map of street right-of-way trees.
- A multi-year plan for properly maintaining and managing the urban forest.
- A stronger basis and more resources for promoting urban forestry goals, tree preservation, and urban forestry education.
- Complete integration of street right-of-way trees into one holistic data set allowing for better management and allocation of funds.

City of Sedalia, MO – City Boundaries:



City of Sedalia, MO – Area for project:





Corporate Headquarters

1500 North Mantua Street

P.O. Box 5193

Kent, OH 44240-5193

330•673•5685

Toll Free: 1•800•828•8312

FAX: 330•673•0860

1101 Larall Drive

Columbia, Missouri: 65203

573•673•7530

FAX: 330•673•0860

Project Pricing, Sedalia, Missouri

Task One: Phased Tree Inventory

2nd Phase GIS-Based Street Tree Inventory

Computerized inventory data collection of up to 1,800 existing trees, for a cost of \$10,150

Tree inventory data will be delivered in i-Tree Streets, ESRI® shapefiles, Access™ and Excel™ spreadsheet.

All prices are guaranteed 60 days from date of proposal. Prices are also dependent upon final methodology chosen by the City, availability, completeness and quality of maps and GIS information, and timing of fieldwork.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING AN ADDITIONAL DESIGN SERVICES AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI D/B/A CENTRAL BUSINESS AND CULTURAL DISTRICT AND OCHSNER HARE & HARE, L.L.C.

WHEREAS, the City of Sedalia, Missouri d/b/a Central Business and Cultural District previously entered into a design services agreement on November 21, 2011 with Ochsner Hare & Hare, L.L.C. for design services related to the Downtown Gateway Project located at the intersection of Broadway Boulevard and South Ohio Avenue in Sedalia, Missouri; and

WHEREAS, the City of Sedalia, Missouri d/b/a Central Business and Cultural District has received an additional design services agreement from Ochsner Hare & Hare, L.L.C. for the sum not to exceed One Thousand Seven Hundred Fifty Dollars (\$1,750.00) for final design development plans incorporating the new design for the overhead archway structure and signage as more fully described in the proposed agreement attached hereto and incorporated by reference herein as though the proposed agreement were set forth herein.

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

Section 1. The Council of the City of Sedalia, Missouri hereby approves and accepts the additional design services agreement by and between the City of Sedalia, Missouri d/b/a Central Business and Cultural District and Ochsner Hare & Hare, L.L.C. 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 have been proposed.

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 24th day of September, 2012.

Presiding Officer of the Council

Approved by the Mayor of said City this 24th day of September, 2012.

Mary Elaine Horn, Mayor

ATTEST:

Arlene Silvey, MRCC
City Clerk

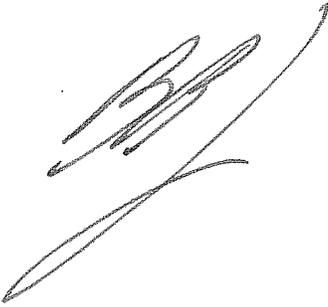
To: Gary Edward
From: Bill Beck
Date: September 17, 2012
Subject: Ochsner, Hare & Hare, LLC Proposal

I would like to recommend the City Council approve the agreement between the City of Sedalia and Ochsner, Hare & Hare, LLC. The scope of work in the agreement is for final design of the Downtown Gateway. The final design will incorporate items for the overhead archway structure and signage.

The proposal is for a Not-to-Exceed fee of \$1,750.00.

We have been very pleased with the level of service provided Ochsner, Hare & Hare, LLC on this project up to the point.

Thank You,

A handwritten signature in black ink, appearing to be 'Bill Beck', written in a cursive style. The signature is located below the text 'Thank You,'.

ADDITIONAL DESIGN SERVICES AGREEMENT

PROJECT: Downtown Gateway

PROPOSAL NO.: 1

DATE: September 12, 2012

Ochsner · Hare & Hare, L.L.C. (OHH) has been requested to perform services beyond the Scope of Services in the Agreement between the City of Sedalia Central Business and Cultural District (Client) and OHH for the Downtown Gateway Project, dated December 2, 2011. Upon written authorization by the Client, these Additional Services will be charged in accordance with the terms of that Agreement unless otherwise indicated herein; except as otherwise provided herein, all conditions, terms, provisions, covenants and representations of that Agreement shall continue in full force and effect.

SCOPE OF ADDITIONAL SERVICES

Based on the final Design Development Plans and additional comments provided by the Client, OHH will prepare revised final Design Development Plans incorporating the new design for the overhead archway structure and signage. OHH will submit electronic PDF plans to the Client for final review and approval prior to completing the Construction Documents per the original Scope of Services agreement.

SCOPE OF SERVICE FEES

Basic Services for this Additional Services Request, as summarized above, will be completed on a "*Not to Exceed Fee*" of \$1750.00.

APPROVAL AND ACCEPTANCE

Upon review of the foregoing terms, this proposal for services is approved and accepted by Client and OHH as confirmed by the signatures below.

ACCEPTED:

Ochsner · Hare & Hare, L.L.C.

By:

Ralph Ochsner
Chief Executive Officer

Date: _____

ACCEPTED:

The City of Sedalia Central Business and Cultural District

By:

Name: _____

Title: _____

Date: _____

RESOLUTION _____

A RESOLUTION OF THE CITY COUNCIL OF SEDALIA, MISSOURI SUPPORTING PLANS FOR THE CONSTRUCTION OF A DISPLAY AT THE INTERSECTION OF WEST 16TH STREET AND SOUTH HIGHWAY 65 ON THE MISSOURI STATE FAIRGROUNDS DEPICTING SEDALIA'S INFLUENCE WITH AMERICA'S WESTWARD EXPANSION.

WHEREAS, Sedalia's history is a part of American western history; and

WHEREAS, plans exist for the construction of a display depicting Sedalia's influence with America's westward expansion; and

WHEREAS, said proposed display will be located at the intersection of West 16th Street and South Highway 65 on the Missouri State Fairgrounds in the City of Sedalia, Missouri.

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

Section 1. The City of Sedalia supports the plans for the construction of a display at the intersection of West 16th Street and South Highway 65 on the Missouri State Fairgrounds depicting Sedalia's influence with America's westward expansion.

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

PASSED by the Council of the City of Sedalia, Missouri this 24th day of September, 2012.

Presiding Officer of the Council

ATTEST:

Arlene Silvey, MRCC
City Clerk

This correspondence serves a letter of support from the City of Sedalia for plans to construct a display at the intersection of 16th Street and Highway 65 on the Missouri State Fairgrounds depicting Sedalia's influence with America's westward expansion. Sedalia's history is a part of the American western history and every opportunity should be taken to highlight the achievements of our past. Consequently, we encourage the development of the planned display at this location.

RESOLUTION _____

A RESOLUTION TO DECLARE THE OFFICIAL INTENT OF THE CITY OF SEDALIA, MISSOURI.

WHEREAS, the City of Sedalia, Missouri (the "City"), intends to finance the costs of rehabilitating, repairing and constructing improvements, including without limitation, for the Sedalia Public Library. This library project financing is in addition to the previous council-approved August 6, 2012 financing of up to \$6,200,000.00 for the purchase of a 100' Platform Aerial Fire Apparatus, construction of a new West Fire Station and the rehabilitation of the Washington Street Bridge.

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

Section 1. The City Council hereby finds it necessary and declares its intent to finance the costs of the Project. The City has made, or expects to make, expenditures in connection with the Project, and the City may reimburse itself for such expenditures with the proceeds of revenue bonds, certificates of participation or other financing by, or on behalf of, the City. The maximum principal amount of the financing expected to be issued for the library project is \$750,000.00.

PASSED by the Council of the City of Sedalia, Missouri, this 24th day of September, 2012.

Presiding Officer of the Council

ATTEST:

Arlene Silvey, MRCC
City Clerk

RESOLUTION _____

A RESOLUTION OF THE CITY COUNCIL OF SEDALIA, MISSOURI SUPPORTING THE BOYS & GIRLS CLUBS OF WEST CENTRAL MISSOURI'S YOUTH DEVELOPMENT PROGRAM.

WHEREAS, youth in Sedalia can become involved with the Boys & Girls Clubs of West Central Missouri's youth development programs which focus on character and leadership, education and career development, health and life skills, and arts and music; and

WHEREAS, youth who participate in these programs show positive changes in behavior, attitude and ambition which positively impacts our community.

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

Section 1. The City of Sedalia supports the Boys & Girls Clubs of West Central Missouri's Youth Development Program.

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

PASSED by the Council of the City of Sedalia, Missouri this 24th day of September, 2012.

Presiding Officer of the Council

ATTEST:

Arlene Silvey, MRCC
City Clerk

Elaine Horn
Mayor
City of Sedalia
200 S. Osage Avenue
Sedalia, MO 65301

September 18, 2012

Mr. Brett Barth-Fagan
Executive Director
Boys & Girls Clubs of West Central Missouri
3100 Aaron Avenue
Sedalia, MO 65301

Dear Mr. Barth-Fagan,

The City of Sedalia is proud to support the Boys & Girls Clubs of West Central Missouri's Youth Development Program in our city and we are looking forward to helping grow the success of the Club as the school year progresses.

We see the impact of Club programs resulting in changes in kids in Sedalia who are involved with the Boys & Girls Clubs of West Central Missouri. The change in behavior, attitude, and ambition in the youth involved in the Club's programs is remarkable. The impact that these changes have on our community includes lower crime rates, higher achieved education levels, and improved quality of life.

We are proud to work with the Boys & Girls Clubs of West Central Missouri and support the Club's programs. These programs, which focus on Character & Leadership, Education & Career Development, Health & Life Skills, and The Arts & Music, are vital programs for Sedalia youth. We look forward to continuing to support the Boys & Girls Clubs of West Central Missouri in the coming weeks, months, and years.

Sincerely,

Elaine Horn
Mayor
City of Sedalia



LOCAL GOVERNMENT CERTIFICATION

NEIGHBORHOOD ASSISTANCE PROGRAM

Section I. Purpose and Use of this Form

Law (32.110 RSMo) requires a local government certification of all projects submitted to the Department of Economic Development, Neighborhood Assistance Program (NAP). All applicants as part of their proposal must submit this completed certification form.

APPLICATIONS WILL NOT BE ACCEPTED WITHOUT A SIGNED AND COMPLETED LOCAL GOVERNMENT CERTIFICATION.

Applicants are asked to complete Sections II., III., IV., and V. of this form before forwarding to the appropriate government authority (please see instructions in the Neighborhood Assistance Program Application, Attachment C.) Local governments must complete section VI, and may, at their discretion, require supporting documentation and/or a copy of the actual NAP proposal as a condition for certification. Such requests should be directed to the applicant, NOT the Department of Economic Development.

This form does not signify approval of a proposed NAP project by the local unit of government. This form serves only to certify that the proposed NAP project is not in conflict with the existing plans and ordinances approved, enacted, or enforced by the local unit of government.

Section II. Application Information

LEGAL NAME OF AGENCY SPONSORING PROPOSED NAP PROJECT

Boys' and Girls' Clubs of West Central Missouri

OFFICIAL AGENCY ADDRESS

3100 Aaron Avenue, Sedalia, Missouri 65301

NAP CONTACT PERSON/TITLE

Brett Barth-Fagan, Executive Director

DAYTIME TELEPHONE NUMBER

660-826-8331

EVENING TELEPHONE NUMBER

660-553-1988

Section III. Service Area and Populations Served

Briefly define and describe the geographic area of this project and the targeted populations the project will serve. Attach a map showing the boundaries of the service area and project location.

The service area of this NAP project will be youth ages 6 to 18 in Cole Camp, Green Ridge, La Monte, Leeton and Smithton. Please see attached maps showing the boundaries of the service area and project locations.

Section IV. Description of the Proposed Project

Briefly summarize the project you intend to submit for participation in the Neighborhood Assistance Program. Describe the performance targets and NAP program outcomes you plan to address as well as the function and operation of the project.

Complex, yet achievable, realistic goals define success for the Boys & Girls Clubs of West Central Missouri in delivering after school youth development opportunities. First, the Club must increase academic achievement and prepare participants graduating from high school for college and career. To accomplish this goal the Boys & Girls Clubs of West Central Missouri will provide academic enrichment opportunities that enable participants to progress through appropriate grade levels and ultimately graduate on time from high school, ready to begin college, technical school, military or employment. Homework help, tutoring, ECO STEM, (YDC), A+ & Career Ready are refined tools that target on-time grade progression, higher grades and graduates that are ready for the workforce or post-secondary education. Second, the Club will strengthen communities through increased civic engagement. The Boys & Girls Clubs of West Central Missouri will provide a broad array of expanded learning enrichment opportunities that enable participants to acquire the knowledge and skills to make decisions and act as responsible members of society. Service learning opportunities coupled with X-Gen: Friends for the Future, Passport to Manhood, Smart Girls and Youth of the Year provide an arsenal for combating poverty, fighting moral decay and reversing the effects of poor role models. Third, the Club will improve the physical health and wellbeing of participating youth. The Boys & Girls Clubs of West Central Missouri will provide a broad array of expanded learning enrichment opportunities that equip participants with the tools needed to lead healthy, active lifestyles while making positive life choices. Energy-in = Energy-out, Triple Play, Smart Moves, NetSmartz, Meth Smart, Money Matters and Healthy Habits equip participants with the skills and knowledge to build a impenetrable foundation to guard against substance abuse, defeat risky behaviors and encourage healthy living. Fourth, by 2013-2014, all students will reach high standards, at a minimum attaining proficiency or better in reading/language arts and mathematics. The Boys & Girls Clubs of West Central Missouri will provide a broad array of academic enrichment opportunities that enable participants to meet state and local educational standards. Study Island, Reading Eggs, Project Learn and Accelerated Reader all set their sights on achieving higher academic performance as measured by standards and testing. Finally, the Club will increase access to poverty combating community resources. The Boys & Girls Clubs of West Central Missouri will provide whole family development through literacy and other educational services that enable family members of participants to access basic life skills assistance, navigate community resources, and fully engage in their children's lives. The Club will attack the participant family needs through literacy assistance, financial literacy, job seeking skill development and community resource coordination.

Section V. Statement of Intent & Notarization

STATEMENT OF INTENT TO SUBMIT APPLICATION TO THE DEPARTMENT OF ECONOMIC DEVELOPMENT, NAP:

I have examined this request in its entirety and believe it to be an accurate description of the project to be submitted by this organization for the purpose of securing support through the Neighborhood Assistance Program administered by the Missouri Department of Economic Development. In the event that the proposed project is significantly altered and information contained herein is no longer accurate, I understand that a new local government certification will be required.

MUST BE SIGNED IN PRESENCE OF NOTARY Notary Public Embosser Seal or Black Ink Rubber Stamp Seal	Signature of Executive Director →		Date
	State of _____		County (or City of St. Louis)
	Subscribed and sworn before me, this _____ Day of _____ Year		
	Notary Public Signature	My Commission Expires	Use Rubber Stamp Here
Notary Public Name (Typed or Printed)			

Section VI. Local Government Certification

On behalf of the following unit of government: _____,

I, _____, _____ (Community)
 _____ (Name)

have determined, based upon the information presented herein, that the project: does does not appear to conflict with the existing plans and ordinances approved, enacted or enforced by this body.

NAME	TITLE
AGENCY	TELEPHONE
SIGNATURE →	DATE

Local Government Certification (page 2 of 2)

**City of Sedalia
Department Bills 9-24-2012**

Vendor Name	Invoice Number	Amount
Airgas USA LLC	9008250485	\$ 1.89
Airgas USA LLC	9008250485	\$ 32.25
Alliance Water Resources Inc	5377	\$ 21,892.25
Al's Portable Welding	2821	\$ 45.00
American Highway Products Ltd	18859	\$ 99.63
Andrew Burt	0912	\$ 178.71
Apac-Missouri Inc	9000164688	\$ 167.67
Apac-Missouri Inc	9000164727	\$ 1,585.35
Apac-Missouri Inc	9000164728	\$ 577.85
Apac-Missouri Inc	9000164730	\$ 6,510.40
Apac-Missouri Inc	9000164732	\$ 539.50
Apac-Missouri Inc	9000164925	\$ 1,609.40
Apac-Missouri Inc	9000164927	\$ 137.80
Apac-Missouri Inc	9000164928	\$ 6,419.40
Apac-Missouri Inc	9000165152	\$ 517.47
Apac-Missouri Inc	9000165484	\$ 196.98
Apac-Missouri Inc	9000165904	\$ 66.35
Apac-Missouri Inc	9000166028	\$ 56.16
Apac-Missouri Inc	9000166147	\$ 375.70
Apac-Missouri Inc	9000166265	\$ 63.65
Apac-Missouri Inc	9000166311	\$ 256.10
Apac-Missouri Inc	9000166313	\$ 520.00
Apac-Missouri Inc	9000166366	\$ 69.93
Apac-Missouri Inc	9000166438	\$ 371.80
Arlene Silvey	0912	\$ 74.77
Armstrong Teasdale Llp	0912	\$ 225.00
Art & Graphics innovations Llc	1039	\$ 175.00
Ascent Aviation Group, Inc.	148738	\$ 30,634.45
Ascent Aviation Group, Inc.	N082325	\$ 46.00
BDF Enterprises LTD	38733	\$ 17.25
BDF Enterprises LTD	38733	\$ 84.75
Bernies Tree Service	546911	\$ 1,530.00
Bichsel Jewelry	001-108410	\$ 304.00
Boone Quarries	53380	\$ 536.19
Boone Quarries	54060	\$ 98.70
Bud's Fire Extinguisher Sales	11815	\$ 100.00
Buso's AA Muffler Shop	5890	\$ 59.95
Central Communications Inc	378209	\$ 163.19
Central Communications Inc	378209	\$ 19.79
Central Communications Inc	378209	\$ 422.28
Central Communications Inc	378209	\$ 629.65
Central Communications Inc	378209	\$ 316.33
Central Communications Inc	378209	\$ 52.55
Central Communications Inc	378209	\$ 70.38
Central Communications Inc	378209	\$ 53.49

**City of Sedalia
Department Bills 9-24-2012**

Vendor Name	Invoice Number		Amount
Central Communications Inc	378209	\$	118.24
Central Communications Inc	378209	\$	134.10
Certified Repair Service Llc	14697	\$	288.71
Champion Brands LLC	429575	\$	598.80
Charter Communications	0912-12A	\$	101.99
Charter Communications	0912-12C	\$	64.48
Charter Communications	0912-14	\$	94.99
Cintas Corp #379	379773551	\$	137.89
Cintas Corp #379	379773551	\$	41.40
Cintas Corp #379	379773551	\$	203.18
Cintas Corp #379	379773551	\$	2.00
Cintas Corp #379	379773551	\$	16.40
Cintas Corp #379	379773551	\$	22.42
Cintas Corp #379	379773551	\$	72.70
Cintas Corp #379	379773551	\$	8.20
Cintas Corp #379	379773551	\$	27.43
Cintas Corp #379	379774732	\$	41.40
Cintas Corp #379	379774732	\$	137.89
Cintas Corp #379	379774732	\$	2.00
Cintas Corp #379	379774732	\$	16.40
Cintas Corp #379	379774732	\$	22.42
Cintas Corp #379	379774732	\$	72.70
Cintas Corp #379	379774732	\$	27.43
Cintas Corp #379	379774732	\$	8.20
Cintas Corp #379	379774732	\$	203.18
Cintas Corp #379	379775922	\$	538.70
City of Sedalia	0912	\$	29.12
City Safe & Lock Service	062438	\$	421.75
Consolidated Electrical Distributors Inc.	485958	\$	122.17
Consolidated Electrical Distributors Inc.	485988	\$	40.10
Craig Plumbing	0912	\$	275.00
Crescent Parts & Equipment	3473886	\$	40.08
Crescent Parts & Equipment	3473181-00	\$	108.60
Crow-Burlingame Co	0072034207	\$	54.60
Crow-Burlingame Co	00720033638	\$	4.06
Crow-Burlingame Co	00720033650	\$	30.00
Crow-Burlingame Co	00720033661	\$	35.10
Crow-Burlingame Co	00720033686	\$	8.99
Crow-Burlingame Co	00720033710	\$	89.81
Crow-Burlingame Co	00720033733	\$	4.39
Crow-Burlingame Co	00720033734	\$	4.06
Crow-Burlingame Co	00720033798	\$	4.39
Crow-Burlingame Co	00720033838	\$	4.06
Crow-Burlingame Co	00720033877	\$	10.50
Crow-Burlingame Co	00720033891	\$	21.04

**City of Sedalia
Department Bills 9-24-2012**

Vendor Name	Invoice Number	Amount
Crow-Burlingame Co	00720033896	\$ 8.34
Crow-Burlingame Co	00720033900	\$ 55.44
Crow-Burlingame Co	00720033912	\$ 9.50
Crow-Burlingame Co	00720033930	\$ 21.04
Crow-Burlingame Co	00720033933	\$ 301.92
Crow-Burlingame Co	00720033934	\$ 17.71
Crow-Burlingame Co	00720033952	\$ 26.08
Crow-Burlingame Co	00720033979	\$ 170.00
Crow-Burlingame Co	00720033992	\$ 10.08
Crow-Burlingame Co	00720034013	\$ 10.49
Crow-Burlingame Co	00720034073	\$ 15.98
Crow-Burlingame Co	00720034110	\$ 10.99
Crow-Burlingame Co	00720034114	\$ 24.49
Crow-Burlingame Co	00720034201	\$ 20.00
Crow-Burlingame Co	00720034266	\$ 16.36
Crow-Burlingame Co	00720034301	\$ 121.95
Crow-Burlingame Co	00720034361	\$ 35.80
Crow-Burlingame Co	00720034421	\$ 3.90
Crow-Burlingame Co	00720034422	\$ 4.06
Crow-Burlingame Co	00720034424	\$ 6.49
Crow-Burlingame Co	00720034479	\$ 86.38
Crow-Burlingame Co	00720034512	\$ 47.50
Crow-Burlingame Co	00720034525	\$ 19.17
Crow-Burlingame Co	00720034526	\$ 4.06
Crow-Burlingame Co	00720034767	\$ 3.58
Crow-Burlingame Co	00720034781	\$ 66.00
Crow-Burlingame Co	00720034900	\$ 4.39
Crow-Burlingame Co	00720034901	\$ 4.39
Crow-Burlingame Co	00720034909	\$ 24.19
Crow-Burlingame Co	00720034926	\$ 33.62
Crow-Burlingame Co	00720034950	\$ 17.50
Crow-Burlingame Co	00720034967	\$ 31.00
Crow-Burlingame Co	00720034971	\$ 17.50
Crow-Burlingame Co	00720035011	\$ 4.55
Crow-Burlingame Co	00720035049	\$ 138.00
Crow-Burlingame Co	00720035050	\$ 4.50
Crow-Burlingame Co	00720035051	\$ 4.06
Crow-Burlingame Co	00720035054	\$ 4.39
Crow-Burlingame Co	00720035058	\$ 16.08
Crow-Burlingame Co	00720035217	\$ 16.00
Crown Power & Equipment Co	14378L	\$ 26.58
Custom Communications	120824	\$ 209.95
Custom Communications	120824B	\$ 45.00
David Woolery	0912	\$ 36.25
Dos Mundos	77686	\$ 147.00

**City of Sedalia
Department Bills 9-24-2012**

Vendor Name	Invoice Number	Amount
Elaine Horn	0912	\$ 318.94
Ellen Cross	0912	\$ 40.26
Elliott Equipment Co.	117605	\$ 1,785.00
Empire District	0912-12C	\$ 42.17
Empire District	0912-18	\$ 187.98
Empire District	0912-20	\$ 30.15
Empire District	0912-61L	\$ 26.72
Engineering Surveys & Services	ESS048101	\$ 17,624.30
Engineering Surveys & Services	ESS048362	\$ 197.00
Engineering Surveys & Services	ESS048363	\$ 152.00
Engineering Surveys & Services	ESS048401	\$ 690.00
Engineering Surveys & Services	ESS048404	\$ 1,572.40
Engineering Surveys & Services	ESS048408	\$ 58.50
Engineering Surveys & Services	ESS048424	\$ 4,605.00
Engineering Surveys & Services	ESS048427	\$ 3,400.00
Environmental Analysis South	118508	\$ 317.00
Environmental Analysis South	118510	\$ 467.00
Expert Exteriors	1076	\$ 9,425.00
Fabick And Company	0143454	\$ 1,325.90
Family Medicine Associates Pc	0912	\$ 482.85
Fastenal Company	MOSED132702	\$ 29.90
Fedex	201634959	\$ 18.40
Fire Master Fire Equipment Inc	4000	\$ 283.76
Fischer Concrete Service Inc	2139	\$ 657.15
Fischer Concrete Service Inc	2140	\$ 385.00
Fischer Concrete Service Inc	2141	\$ 673.75
Fischer Concrete Service Inc	2142	\$ 770.00
Fischer Concrete Service Inc	2391	\$ 679.56
Fischer Concrete Service Inc	2392	\$ 1,619.68
Fischer Concrete Service Inc	2393	\$ 506.00
Fischer Concrete Service Inc	2607	\$ 772.00
Foley Industries	1143740	\$ 15.10
Foley Industries	1144527	\$ 10.20
Forklifts Of Central Missouri Inc	S0006252	\$ 103.24
Forklifts Of Central Missouri Inc	S0006932	\$ 341.60
Fort Bend Services Inc	0176984	\$ 1,059.75
Fort Bend Services Inc	0176984	\$ 1,059.75
Fred Pryor Seminars	13856780	\$ 299.00
Gerding Korte & Chitwood	21703	\$ 7,281.26
Gw Van Keppel Co	W00280	\$ 2,515.96
Hillyard - Columbia	600372044	\$ 358.20
Hillyard - Columbia	600379327	\$ 28.84
Hillyard - Columbia	600381384	\$ 632.61
Hillyard - Columbia	600383006	\$ 20.98
Hillyard - Columbia	600390161	\$ 39.10

**City of Sedalia
Department Bills 9-24-2012**

Vendor Name	Invoice Number	Amount
IBT Inc.	5890385	\$ 248.48
IBT Inc.	5892498	\$ 12.11
I-Land Internet Services	1498132	\$ 59.95
I-Land Internet Services	1498133	\$ 3.99
Independent Electric Machinery Co. Inc.	7-11449	\$ 651.14
Insurance & Benefits Group Llc	46425	\$ 3,763.99
JCI Industries Inc	8056312	\$ 2,585.00
Jeff Luebbering	5865	\$ 210.00
John Cline	0912	\$ 200.00
John Rice	0912	\$ 59.20
John Rice	0912A	\$ 59.94
John Simmons	0912	\$ 50.32
John Simmons	0912A	\$ 74.00
Jwc Environmental LLC	48646	\$ 151.84
Kathy Zents	CPS 9-1	\$ 1,003.75
KCP&L	0912-11A	\$ 27.10
KCP&L	0912-12A	\$ 448.00
KCP&L	0912-13	\$ 595.38
KCP&L	0912-24A	\$ 24.82
KCP&L	0912-61A	\$ 10,426.46
KCP&L	0912-61B	\$ 706.21
KCP&L	0912-61H	\$ 17.19
KCP&L	0912-61I	\$ 17.26
KCP&L	0912-61J	\$ 126.87
KCP&L	0912-61K	\$ 33.64
KCP&L	0912-61L	\$ 82.44
KCP&L	0912-61N	\$ 413.48
KCP&L	0912-61Y	\$ 83.02
Key Hydraulics	12-24834	\$ 105.15
Key Hydraulics	12-24920	\$ 129.18
Key Hydraulics	12-25004	\$ 166.81
Key Hydraulics	12-25094	\$ 157.55
Key Hydraulics	12-25105	\$ 45.33
Key Hydraulics	12-25152	\$ 2.41
Language Line Services	3016522	\$ 7.18
Lea's Truck Service Llc	4561PX	\$ 278.23
Lea's Truck Service Llc	4620XX	\$ 74.42
Lea's Truck Service Llc	4646PX	\$ 9.88
Leon Uniform Co Inc	275808	\$ 154.76
Leon Uniform Co Inc	276489	\$ 128.90
Liquitech Inc	40118	\$ 1,338.14
M & M Engraving Corp	4368	\$ 48.00
Main Street Logo	210711	\$ 431.00
Main Street Logo	210721	\$ 174.00
Mastercard Bankcard Center	0912A-Hendricks	\$ 761.69

**City of Sedalia
Department Bills 9-24-2012**

Vendor Name	Invoice Number	Amount
Mastercard Bankcard Center	0912-Beck	\$ 121.61
Mastercard Bankcard Center	0912-Edwards	\$ 104.29
Mastercard Bankcard Center	0912-Evans	\$ 351.86
Mastercard Bankcard Center	0912-Hendricks	\$ 1,139.29
Mastercard Bankcard Center	0912-Horn	\$ 363.16
Mastercard Bankcard Center	0912-Richardson	\$ 89.99
Mastercard Bankcard Center	0912-Simmons	\$ 375.46
Mastercard Bankcard Center	0912-Ward	\$ 135.31
Mastercard Bankcard Center	0912-Woolery	\$ 1,181.76
MCI	0912	\$ 124.79
MCI	0912A	\$ 107.90
MFA Agri Services-Sedalia	79368	\$ 301.00
MFA Agri Services-Sedalia	79417	\$ 234.00
MFA Agri Services-Sedalia	79705	\$ 116.25
MFA Agri Services-Sedalia	80571	\$ 60.00
MFA Propane	D0000398277	\$ 86.32
Mid-City Lumber Co Ltd	7391931	\$ 11.30
Mid-State Petroleum Equipment	5792	\$ 15,525.30
Midwest Laboratories Inc	657649	\$ 296.56
Missouri Department of Revenue	34477	\$ 35.00
Missouri Development Finance Board	0912	\$ 15.00
MOGFOA	0912	\$ 100.00
Moore's Flower Shop & Greenhouse	126659	\$ 25.00
Moore's Flower Shop & Greenhouse	126898	\$ 20.00
Moore's Flower Shop & Greenhouse	126945	\$ 30.00
Moore's Flower Shop & Greenhouse	126984	\$ 30.00
Moore's Flower Shop & Greenhouse	127197	\$ 25.00
MSU	0912	\$ 165.00
Nuway Concrete Forms Central	299287	\$ 436.00
Nuway Concrete Forms Central	304604	\$ 290.00
Nuway Concrete Forms Central	309476	\$ 553.00
OCM LLC	0912	\$ 157.76
OCM LLC	0912-13	\$ 157.76
Old Republic Surety Group	0912	\$ 400.00
Olsson Associates	178136A	\$ 1,044.12
O'Reilly Automotive Inc.	116335	\$ 53.08
O'Reilly Automotive Inc.	117222	\$ 29.99
O'Reilly Automotive Inc.	0114-120852	\$ 13.45
O'Reilly Automotive Inc.	0114-122640	\$ 289.50
Otten Small Engine Service	93682	\$ 70.67
Otten Small Engine Service	93815	\$ 5.90
Otten Small Engine Service	93988	\$ 37.98
Otten Small Engine Service	94208	\$ 24.95
Otten Small Engine Service	94267	\$ 19.36
Pamela Burlingame	0912	\$ 76.96

**City of Sedalia
Department Bills 9-24-2012**

Vendor Name	Invoice Number	Amount
Papa Jake'S Donut Shop	34	\$ 17.67
Papa Jake'S Donut Shop	35	\$ 25.25
Papa Jake'S Donut Shop	36	\$ 37.87
Pettis County Recorder of Deeds	0912	\$ 27.00
Pettis County Recorder of Deeds	0912A	\$ 54.00
Poort Excavating Llc	1	\$ 49,950.00
Printlynx	97007	\$ 635.20
Printlynx	97022	\$ 315.98
Printlynx	97024	\$ 17.99
Printlynx	97069	\$ 43.45
Printlynx	97127	\$ 557.35
Printlynx	97206	\$ 273.93
Quicksilver Water	674190	\$ 13.75
Quicksilver Water	674613	\$ 7.00
Quicksilver Water	676885	\$ 7.00
Quicksilver Water	677204	\$ 13.75
Quicksilver Water	677465	\$ 45.50
RepcO Marketing Inc	9141	\$ 51.25
Reynaldo Talavera-Carlos	0912	\$ 30.00
Rick Ball Ford - Sedalia	128820	\$ 26.76
Rick Ball Ford - Sedalia	128895	\$ 69.53
Ricoh USA Inc	1035679001	\$ 10.38
Ricoh USA Inc	1035692364	\$ 150.26
Roto-Rooter	20533	\$ 1,608.74
Schilby's Auto Service	25595	\$ 59.95
Sedalia Democrat	58124	\$ 6.60
Sedalia Democrat	84950	\$ 13.00
Sedalia Democrat	84953	\$ 34.88
Sedalia Democrat	84978	\$ 66.13
Sedalia Democrat	85112	\$ 13.89
Sedalia Democrat	85193	\$ 23.93
Sedalia Democrat	85323	\$ 56.75
Sedalia Democrat	85324	\$ 131.75
Sedalia Democrat	85546	\$ 131.75
Sedalia Democrat	85721	\$ 90.87
Sedalia Democrat	85752	\$ 78.63
Sedalia Democrat	85765	\$ 40.63
Sedalia Democrat	247326	\$ 408.60
Sedalia Downtown Development	220	\$ 7,500.00
Sedalia Downtown Development	221	\$ 3,750.00
Sedalia Electric Motors Inc	10996	\$ 165.00
Sedalia Electric Motors Inc	10997	\$ 1,210.00
Sedalia Electric Motors Inc	10998	\$ 275.00
Sedalia Electric Motors Inc	10999	\$ 700.00
Sedalia News-Journal	0912	\$ 84.35

**City of Sedalia
Department Bills 9-24-2012**

Vendor Name	Invoice Number	Amount
Sedalia News-Journal	0912A	\$ 84.35
Sedalia Rental & Supply	137488	\$ 90.00
Sedalia Retail Llc	0912	\$ 11,394.59
Sedalia Water Department	0912	\$ 1,192.25
Sellers Equipment Inc	IC503571	\$ 2,866.87
Sellers Equipment Inc	IC504736	\$ 440.22
Sellers Equipment Inc	IC504750	\$ 674.60
Septagon Construction Managment Inc	12-073	\$ 15,960.00
Shook Hardy & Bacon LLP	1599551	\$ 1,760.00
SMC Electric Supply	60171301-00	\$ 77.02
SMC Electric Supply	60171410-00	\$ 49.32
SMC Electric Supply	60171410-01	\$ 115.20
SMC Electric Supply	60171492-00	\$ 134.28
SMC Electric Supply	60171565-00	\$ 99.95
SMC Electric Supply	60172459-00	\$ 48.27
SMC Electric Supply	60172459-00	\$ 48.27
Smith Paper & Janitor Supply	541758	\$ 41.50
Smith Paper & Janitor Supply	542599	\$ 25.00
Smith Paper & Janitor Supply	542844	\$ 110.80
Smith Paper & Janitor Supply	543219	\$ 140.48
Smith Paper & Janitor Supply	543220	\$ 28.50
Smith Paper & Janitor Supply	543461	\$ 14.20
Smith Paper & Janitor Supply	543473	\$ 108.84
Smith Paper & Janitor Supply	543794	\$ 129.21
Smith Paper & Janitor Supply	543889	\$ 52.05
Smith Paper & Janitor Supply	541001-1	\$ 82.00
Smith Paper & Janitor Supply	542599-1	\$ 12.50
Smith Paper & Janitor Supply	543219-1	\$ 50.00
Smith Paper & Janitor Supply	543461-1	\$ 19.21
Snap-On Industrial	17791676	\$ 721.41
Sonequity Pest Management	99792	\$ 38.00
Sonequity Pest Management	99932	\$ 44.00
Sonequity Pest Management	99933	\$ 67.00
Sonequity Pest Management	99999	\$ 67.00
Sonequity Pest Management	100379	\$ 50.00
Sonequity Pest Management	100380	\$ 67.00
Staples Business Advantage	3179897326	\$ 95.81
Staples Business Advantage	3179897327	\$ 4.39
Staples Business Advantage	3180623121	\$ 6.77
Staples Business Advantage	3180623122	\$ 109.98
Staples Business Advantage	3180623123	\$ 207.18
Staples Business Advantage	3181358337	\$ 91.96
Staples Business Advantage	3181358339	\$ 222.06
Staples Business Advantage	3181358341	\$ 15.49
Staples Business Advantage	3181358342	\$ 521.48

**City of Sedalia
Department Bills 9-24-2012**

Vendor Name	Invoice Number	Amount
Staples Business Advantage	3181358343	\$ 52.27
Staples Business Advantage	3181659206	\$ 6.99
Stephen Galliher	0912	\$ 70.30
Stericycle Inc.	4003609818	\$ 34.85
Sumner Insurance	0912	\$ 50.00
Susan McCandles	0912	\$ 75.00
Tallman Company	1210673	\$ 434.39
Tallman Company	1210674	\$ 434.41
Tallman Company	1210920	\$ 26.46
Taser International	SI1296983	\$ 262.45
The Police And Sheriffs Press	38417	\$ 22.45
The Ups Store	8834	\$ 15.21
Thomas Independent Plumbing Llc	0912	\$ 801.76
Tim's Tree Service Llc	2888	\$ 350.00
Tim's Tree Service Llc	2890	\$ 400.00
Tim's Tree Service Llc	2897	\$ 900.00
Tire Centers Llc	6500121283	\$ 65.00
Tire Centers Llc	6500121285	\$ 29.95
Tire Centers Llc	6500121286	\$ 3,283.02
Tire Centers Llc	6500121475	\$ 262.76
Towers Fire Apparatus Co Inc	88270	\$ 92.41
Townsquare Media of Sedalia MO	829-00030-0000	\$ 330.00
Trans-Central Suppliers Inc	0213324	\$ 617.89
Trans-Central Suppliers Inc	0213325	\$ 56.97
Trans-Central Suppliers Inc	0213403	\$ 23.41
Trans-Central Suppliers Inc	0213443	\$ 56.86
Trans-Central Suppliers Inc	0213444	\$ 37.44
Trans-Central Suppliers Inc	0213461	\$ 8.10
Trans-Central Suppliers Inc	0213557	\$ 165.47
Trans-Central Suppliers Inc	0213558	\$ 163.84
Trans-Central Suppliers Inc	0213563	\$ 4.05
Trans-Central Suppliers Inc	0213571	\$ 25.38
Trans-Central Suppliers Inc	0213603	\$ 54.38
Trans-Central Suppliers Inc	0213623	\$ 78.10
Trans-Central Suppliers Inc	0213635	\$ 20.62
Turpin Land Surveying	14293	\$ 1,035.00
United Rotary Brush Corp	SI134065	\$ 218.46
Usa Bluebook	756134	\$ 274.45
Usa Bluebook	760769	\$ 286.71
Usps-Hasler	0912	\$ 1,500.00
W & M Welding Inc	35731	\$ 82.50
W & M Welding Inc	35771	\$ 27.50
Walmart Community/GECRB	00163	\$ 16.24
Walmart Community/GECRB	03872	\$ 80.80
Walmart Community/GECRB	05017	\$ 23.03

**City of Sedalia
Department Bills 9-24-2012**

Vendor Name	Invoice Number	Amount
Walmart Community/GECRB	05318	\$ 348.00
Walmart Community/GECRB	05632	\$ 18.42
Walmart Community/GECRB	06540	\$ 44.81
Walmart Community/GECRB	06582	\$ 71.03
Walmart Community/GECRB	06663	\$ 7.96
Walmart Community/GECRB	07429	\$ 46.95
Warehouse Tire And Muffler	133901	\$ 58.00
Warehouse Tire And Muffler	134105	\$ 1,935.72
WCA Waste Systems Inc.	6416	\$ 19.39
WCA Waste Systems Inc.	6416	\$ 24,375.93
WCA Waste Systems Inc.	6416	\$ 1,769.88
WCA Waste Systems Inc.	6426	\$ 1,115.56
Western Extralite Company	S4540935.001	\$ 116.26
Western Extralite Company	S4553512.002	\$ 132.43
Western Extralite Company	S4553515.00	\$ 1,336.42
Westlakes Hardware	1288705	\$ 8.33
Westlakes Hardware	1288737	\$ 13.14
Westlakes Hardware	1288759	\$ 30.94
Westlakes Hardware	1288768	\$ 15.48
Westlakes Hardware	1288835	\$ 6.68
Westlakes Hardware	1288913	\$ 18.30
Westlakes Hardware	1288928	\$ 90.96
Westlakes Hardware	1288982	\$ 39.98
Westlakes Hardware	1288990	\$ 24.43
Westlakes Hardware	1289050	\$ 3.98
Westlakes Hardware	1289051	\$ 4.49
Westlakes Hardware	1289132	\$ 4.99
Westlakes Hardware	1289162	\$ 4.58
Westlakes Hardware	1289235	\$ 6.29
Westlakes Hardware	1289236	\$ 12.49
Westlakes Hardware	1289261	\$ 137.29
Westlakes Hardware	1289262	\$ 20.15
Westlakes Hardware	1289444	\$ 4.81
Westlakes Hardware	1289451	\$ 5.97
Westlakes Hardware	1289573	\$ 16.34
Westlakes Hardware	1289576	\$ 26.36
Westlakes Hardware	1289596	\$ 21.99
Wilberto T Robles Santa	0912	\$ 60.00
W-K Chevrolet-Buick	160545	\$ 15.29
Woods Super Market	61	\$ 63.49
Woods Super Market	84	\$ 32.82
Total Invoices to be paid		\$ 349,960.63