



PRE-COUNCIL MEETING

Mayor's Conference Room
Municipal Building
Monday, December 17, 2012
6:30 p.m.

MAYOR: MARY ELAINE HORN

MAYOR PRO-TEM: STEPHEN GALLIHER

Work Session – 6:30 p.m.

1. Presentation – Humane Society regarding Animal Shelter

Committee Meetings – Immediately following work session

PUBLIC SAFETY COMMITTEE Police and Fire	Rebecca LaStrada, Chair Bob Cross, Vice Chair
1. Review quote for sole source purchase of (2) DP3 MDVR Car Video Camera Systems for the Sedalia Police Department from Digital Safety Technologies in the amount of \$6,996.00.	
PUBLIC WORKS COMMITTEE Public Works, Water Pollution Control, Community Development, Water, Parks, Airport, Cemeteries and Community Center	Wiley Walter, Chair Tolbert Rowe, Vice Chair
1. Review Ordinance granting a rezoning application by James T. Buckley, Attorney-At-Law, representing JD & Sharon Johnson and Michael L. & Michelle O. Johnson, owners of property located at 900 Griffith Avenue, also known as Wilson Trailer Park, in the City of Sedalia, Missouri.	
2. Review Ordinance approving an assignment of the option and lease agreement by and between The City of Sedalia, Missouri and Xcell Towers, LLC to Xcell Towers II, LLC.	
FINANCE/ADMINISTRATION COMMITTEE Administrative, Library and Hospital	Kenneth Norton, Chair Wanda Monsees, Vice Chair
1. Approval of extension of annual audit for the City of Sedalia. Cost of audit for next year will be \$16,000 for the City which represents an approximate \$700.00 increase.	



CITY COUNCIL MEETING AGENDA

City Council Chambers
Municipal Building
Monday, December 17, 2012
7:00 p.m.

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

I. MINUTES

1. Pre-Council Meeting December 3, 2012
2. Regular Council Meeting December 3, 2012
3. Special Council Meeting December 5, 2012

II. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES

1. Acceptance of Citizen's Traffic Advisory Commission minutes dated November 14, 2012

III. ROLL CALL OF STANDING COMMITTEES

A. PUBLIC SAFETY – Councilmember Rebecca LaStrada

1. Approve sole source purchase of (2) DP3 MDVR Car Video Camera Systems for the Sedalia Police Department from Digital Safety Technologies in the amount of \$6,996.00.

B. PUBLIC WORKS – Councilmember Wiley Walter

C. FINANCE / ADMINISTRATION – Councilmember Kenneth Norton

1. Approval of extension of annual audit for the City of Sedalia. Cost of audit for next year will be \$16,000 for the City which represents an approximate \$700.00 increase.

IV. NEW BUSINESS

A. ORDINANCES AND RESOLUTIONS

- Granting a rezoning application by James T. Buckley, Attorney-At-Law, representing JD & Sharon Johnson and Michael L. & Michelle O. Johnson, owners of property located at 900 Griffith Avenue, also known as Wilson Trailer Park, in the City of Sedalia, Missouri
- Approving an assignment of the option and lease agreement by and between the City of Sedalia, Missouri and Xcell Towers, LLC to Xcell Towers II, LLC

B. APPOINTMENTS

1. Appointment of Mayor Horn to Economic Development Board for January-December 2013

C. LIQUOR LICENSES

Renewals:

- *Jerome Taylor dba Break Time #3084, 318 W Broadway, Packaged Liquor, \$150
- *Robbin Griffith dba Walgreens #7428, 801 S Limit, Packaged Liquor with Sunday Sales, \$450
- *Lorene Samson dba Walmart #219, 3201 W Broadway, Packaged Liquor with Sunday Sales \$450

D. APPROVAL OF DEPARTMENT BILLS

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

F. GOOD AND WELFARE

G. ADJOURN



OFFICE OF THE CITY ADMINISTRATOR

To: Honorable Mayor Elaine Horn & City Council Members
From: Gary Edwards, City Administrator
Re: Agenda items for City Council meeting on Monday, December 17, 2012

Public Safety Committee

1. Review the quote for the sole source purchase of two DP3 MDVR Car Video Camera Systems for the Sedalia Police Department from Digital Safety Technologies in the amount of \$6,996. Over the past several years, the Sedalia Police Department has purchased car video cameras from Digital Safety Technologies. They have been updating the car video cameras in order to obtain a more rugged digital system. Funds for this purchase have been obtained through the Department of Justice JAG. This grant will allow the police department to purchase the final two cameras and complete the upgrade.

Public Works Committee

1. Review the ordinance granting a rezoning application by Attorney James T. Buckley, representing J.D. & Sharon Johnson and Michael L. & Michelle O. Johnson, owners of the property located at 900 Griffith Ave, also known as Wilson Trailer Park. The rezoning request is to change from an R-1, Single Family Residential to C-3, General Business District. 900 Griffith Ave. contains 40 mobile home units. The Planning and Zoning Commission voted on December 12th to approve the rezoning application request. Staff recommended a buffer related to this rezoning request.

2. Review the ordinance approving the assignment of the option and lease agreement by and between the City of Sedalia and Xcell Towers, LLC to Xcell Towers II, LLC. This ordinance is necessary because Xcell Towers, LLC has informed the City that it intends to assign its interest in the option and lease agreement to Xcell Towers II, LLC. Under the agreement with the City, Xcell Towers, LLC has the right to assign an option and lease agreement.

Finance/Administration Committee

1. Because the City is in transition with its Springbrook financial software, Staff is requesting approval of a one year extension of the City's annual audit services with Gerding, Korte and Chitwood. This firm is familiar with the City's financial systems and they are aware of what to look for if there are any system problems. Last year the audit cost was \$15,300. This year the quote is \$16,000, which is a \$700 increase. Staff recommends approval.



CITY OF SEDALIA, MISSOURI
PRE-COUNCIL MEETING – DECEMBER 3, 2012

WORK SESSION

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

Council Members present were Stephen Galliher, Rebecca LaStrada, Wiley Walter, Bob Cross, Tolbert Rowe, and Kenneth Norton. Jo Lynn Turley and Wanda Monsees were absent.

Presentation – Sedalia Downtown Development: Annual Report

Meg Liston, with Sedalia Downtown Development, stated that Sedalia Downtown Development's mission is to unite the entire Sedalia community for the economic and cultural revitalization of the Downtown area.

Ms. Liston stated that the primary organizational functions of Sedalia Downtown Development are to monitor the needs and concerns of the Downtown businesses and communicate these to the City staff and administration as well as promote business retention and retail growth; and to maintain a current directory and provide support in surveys and data collection.

Sedalia Downtown Development continues to develop ways to draw crowds to Downtown Sedalia by serving on the Tourism Coalition and coordinating community efforts at promotional events.

The Design Committee under the Sedalia Downtown Development provides oversight to public and private projects. With the Façade Grant Program the Committee reviews proposed design plans for applicants and Sedalia Downtown Development administers the CBCD funds to recipients. This pays half of the cost to fix the building's facades downtown and tries to diversify the economic base. Posters promoting the Downtown area have been designed with the slogan of "This Space is not empty...It's full of Opportunity".

Ms. Liston stated that on Thursday, December 6, 2012, the Restructuring Committee is hosting a downtown showcase to promote properties to local realtors and lenders with information on the current tax credit program and how to get started if someone buys a building. There will be a tour of four downtown properties.

Communications Strategic Plan Elements:

- Maintain and educate the value of historic preservation
- Build a sense of community
- Make Downtown a destination
- Encourage after-hours events and other cooperation among partners
- Invest in Downtown seeking out potential business & property owners

Sedalia Downtown Development has received a SATC Grant in the amount of \$6,500.00 for the restoration project for the Joplin Wall mural. This involves the original artist touching up the mural with more vibrant colors and the wall will be sealed, totaling \$13,000.00.

The Illinois Institute of Art – Chicago will be bringing students to tour the Uptown Theatre Interior Design on January 10-13, 2013, for a class in restoring historical interiors, historic preservation and materials conservation.

Sedalia Downtown Development submitted a grant request to the Union Pacific Foundation for \$7,250 for a full website design which will allow better promotion of properties and events in Downtown Sedalia. The Grant awards will be announced in February 2013.

Presentation – Olsson Associates Quarterly Update

Mike Lally and Mike Millius, with Olsson Associates, and Gary Hunter, with Black and Veatch, and Dallas Carlisle presented an update on the Stormwater and Wastewater Project.

Mr. Lally stated that the goals for the Stormwater and Wastewater Project are on track. The Stormwater Master Plan will be completed in the next 4 to 6 weeks.

Mr. Millius stated that the Mapping, GIS Mapping, Smoke Testing, and Video Inspection are all completed. The Flow Monitoring is ongoing.

Wastewater Treatment Plant improvements have started at the Southeast Plant which include: Disinfection, Emergency Power, Blower Replacement and other work. At the Central Plant improvements will involve Disinfection, Emergency Power, and Sludge Handling.

Timeline:

- WWTP Plant Improvements Disinfection Operational
 - Southeast Plant – April 2, 2013 (ahead of schedule)
 - Central Plant – June 17, 2014
- Funds Committed/Expended – December 2013
- Administrative Consent Order – July 31, 2016

At this time the project is on schedule and \$7,905,301.00 of the \$30,000,900.00 have been committed (about 20% of budget).

Mr. Hunter stated that the goals of the Pretreatment Program are to protect Treatment Plant Processes, Biosolids for Reuse and Receiving Stream; to Encourage Reuse and Recycling; Worker Health and Safety; and Protect Collection System.

Mr. Hunter stated that the new permits have been issued to address metal issues at the Central and Southeast Wastewater Treatment Plants. The impact of this in modification of treatment plants is minimum addition – filtration saving \$2.5 to \$5.0 million; most probable addition microfiltration/ultrafiltration savings \$8 to \$10 million; and possible addition – Reverse Osmosis could have been up to \$20 million. A \$25,000.00 hardness study was done, in cooperation with the State of Missouri to adjust metal limits. The finalized permit numbers have doubled and hardness values have been established for the City. After the adjustments were made Zinc is the only metal that needs to be addressed. This means very few modifications to existing plants due to changes saving Industrial community money and calculations show reserve capacity so economic growth can occur.

Public Works Director, Bill Beck, stated that permit levels were out of compliance under the old permit orders and would have been out of compliance every month.

COMMITTEE MEETING

Public Safety Committee – Councilman LaStrada – No Report.

Public Works Committee – Councilman Walter presented the following recommendations:

- Ordinance approving and accepting an agreement with Pittsburgh Corning Corporation, a Missouri Corporation was moved to full Council on motion by Norton, seconded by Galliher. All present in favor. Turley and Monsees were absent.
- Ordinance adding Section 4-4 to the Code of Ordinances allowing intoxicating liquor and non-intoxicating beer to be temporarily stored on airport property for catering purposes and adding an airport delivery/catering fee to the City's fee schedule. City Attorney, Anne Gardner, stated that the ordinance mirrors state statutes. Item was moved to full Council on motion by Norton, seconded by Galliher. All present in favor. Turley and Monsees were absent.
- RFP for architect for design of office/shop bay at Crown Hill Cemetery to Robert Rollings Architects, LLC, Sedalia, MO in the amount of \$8,500.00 and an Ordinance approving and accepting an agreement with Robert Rollings Architects

LLC for architectural services related to the construction of a new Crown Hill Cemetery Office Building were moved to full Council on motion by Norton, seconded by LaStrada. All present in favor. Turley and Monsees were absent.

- Ordinance repealing Section 1(a) of Ordinance No. 7488 designating the alley between South Limit Avenue and South Warren Avenue between West 16th Street and West 18th Street as a 1 way alley was moved to full Council on motion by Norton, seconded by Galliher. All present in favor. Turley and Monsees were absent.
- Ordinance accepting for City maintenance McDonalds Avenue located between South Limit Avenue and South Warren Avenue from West 16th Street to West 18th Street within the City of Sedalia, Missouri was moved to full Council on motion by Rowe, seconded by Galliher. All present in favor. Turley and Monsees were absent.
- Ordinance establishing stop signs on McDonalds Avenue at the intersections with West 16th Street and West 18th Street in the City of Sedalia, Missouri was moved to full Council on motion by Norton, seconded by Galliher. All present in favor. Turley and Monsees were absent.
- Ordinance adopting no parking on both sides of McDonalds Avenue in the city limits of the City of Sedalia, Missouri was moved to full Council on motion by Norton, seconded by Rowe. All present in favor. Turley and Monsees were absent.
- Recommendation for demolition bid awarding for 1619 E. 5th Street, 1102 E. 11th Street and 502 E. Jackson was moved to full Council on motion by Norton, seconded by Galliher. All present in favor. Turley and Monsees were absent.
- Change Order #1 for Yard Waste Grinding #3 Project from Braik Bothers Tree Care in the amount of \$7,200.00 for final quantity adjustments (total contract price \$34,539.00) was moved to full Council on motion by Rowe, seconded by LaStrada. All present in favor. Turley and Monsees were absent.
- Request from Septagon Construction for a 5 business day time extension on the Water Pollution Control Department Roof Project (final completion date would be December 12, 2012 in lieu of Original date of December 5, 2012) was moved to full Council on motion by Rowe, seconded by Norton. All present in favor. Turley and Monsees were absent.

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

- Ordinance approving and accepting an agreement with Sedalia Municipal Public Library District. City Attorney, Anne Gardner, stated that there might be a change in regards to the first payment however the terms of the agreement will remain the same. Item was moved to full Council on motion by LaStrada, seconded by Rowe. All present in favor. Turley and Monsees were absent.
- Resolution of the City Council of Sedalia, Missouri authorizing the Mayor to send a letter to the Missouri United States Senators Claire McCaskill and Roy Blunt and 4th Congressional District Representative Vicky Hartzler relating to support any legislative actions that would protect and extend the current tax treatment of municipal bonds was moved to full Council on motion by Rowe, seconded by Galliher. All present in favor. Turley and Monsees were absent.
- Resolution of the City Council of Sedalia, Missouri supporting the Liberty Center Association for the Arts in their effort of becoming a community arts pilot for Sedalia, Missouri was moved to full Council on motion by Rowe, seconded by Galliher. All present in favor. Turley and Monsees were absent.

Councilman Walter stated that he has received a lot of phone calls from citizens who are unhappy about the \$1.00 raise per employee at the Water Department when generators for wells are needed and the Water Department is off ADA compliance. Councilman Norton stated that they are behind City wages.

Councilman Walter stated that he noticed that the City was ordering 4 new police cars instead of the usual 2 vehicles. Chief John DeGonia stated that 4 new Police cars are being bid out instead of the usual 2 cars and have been included in the current City Budget.

With no further comments, the meeting closed at 6:50 p.m.
Respectfully submitted: Arlene Silvey, MRCC City Clerk



CITY OF SEDALIA, MISSOURI
COUNCIL MEETING – DECEMBER 3, 2012

The Council of the City of Sedalia, Missouri duly met on Monday, December 3, 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 Rowe.

ROLL CALL:

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

SPECIAL AWARDS:

Mayor Horn presented Mary Schumaker with a retirement watch for her 27 years of service with the Sedalia Public Library.

MINUTES:

The following minutes were approved on motion by Norton, seconded by Galliher. All present in favor. Turley and Monsees were absent.

- Pre-Council Meeting November 19, 2012
- Regular Council Meeting November 19, 2012

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES: None.

ROLL CALL OF STANDING COMMITTEES:

PUBLIC SAFETY – REBECCA LASTRADA, CHAIRMAN – No Report

PUBLIC WORKS – WILEY WALTER, CHAIRMAN

Awarded RFP for architect for the design of office/shop bay at Crown Hill Cemetery to Robert Rollings Architects, LLC, Sedalia, MO in the amount of \$8,500.00 on motion by Walter, seconded by Norton. All present in favor. Turley and Monsees were absent.

Awarded bids for the demolition of structures listed below (total \$8,375.00) on motion by Walter, seconded by Norton. All present in favor. Turley and Monsees were absent.

1619 E. 5th – Schultz Wrecking Service in the amount of \$800.00

1102 E. 11th – Morton Custom Contracting in the amount of \$3565.00

502 E. Jackson – Morton Custom Contracting in the amount of \$4010.00

Approved Change Order #1 for Yard Waste Grinding #3 Project from Braik Bothers Tree Care in the amount of \$7,200.00 for final quantity adjustments (total contract price \$34,539.00) on motion by Walter, seconded by Rowe. All present in favor. Turley and Monsees were absent.

Approved request from Septagon Construction Company for a 5 business day extension on the Water Pollution Control Department Roof Project on motion by Walter, seconded by Norton. All present in favor. Turley and Monsees were absent.

FINANCE & ADMINISTRATION – KENNETH NORTON, CHAIRMAN – No Report.

NEW BUSINESS:

BILL NO. 2012–101, ORDINANCE NO. 10028 – AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND PITTSBURGH CORNING CORPORATION, A MISSOURI CORPORATION (Sanitary Sewer Fees) was read once by title.

2nd Reading – Motion by Norton, 2nd by Rowe. All present in favor. Turley and Monsees were absent.

Final Passage – Motion by Norton, 2nd by LaStrada. All present in favor. Turley and Monsees were absent.

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

BILL NO. 2012–102, ORDINANCE NO. 10029 – AN ORDINANCE ADDING SECTION 4-4 TO THE CODE OF ORDINANCES ALLOWING INTOXICATING LIQUOR AND NONINTOXICATING BEER TO BE TEMPORARILY STORED ON AIRPORT PROPERTY FOR CATERING PURPOSES AND ADDING AN AIRPORT DELIVERY/CATERING FEE TO THE CITY’S FEE SCHEDULE was read once by title.

2nd Reading – Motion by Norton, 2nd by Galliher. All present in favor. Turley and Monsees were absent.

Final Passage – Motion by Galliher, 2nd by Norton. All present in favor. Turley and Monsees were absent.

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

BILL NO. 2012–103, ORDINANCE NO. 10030 – AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND ROBERT ROLLINGS ARCHITECTS LLC FOR ARCHITECTURAL SERVICES RELATED TO THE CONSTRUCTION OF A NEW CROWN HILL CEMETERY OFFICE BUILDING was read once by title.

2nd Reading – Motion by Norton, 2nd by Galliher. All present in favor. Turley and Monsees were absent.

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

Monsees were absent.

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

BILL NO. 2012–104, ORDINANCE NO. 10031 – AN ORDINANCE REPEALING SECTION 1(a) OF ORDINANCE NO. 7488 DESIGNATING THE ALLEY BETWEEN SOUTH LIMIT AVENUE AND SOUTH WARREN AVENUE BETWEEN WEST 16TH STREET AND WEST 18TH STREET AS A 1-WAY ALLEY was read once by title.
2nd Reading – Motion by Norton, 2nd by Rowe. All present in favor. Turley and Monsees were absent.

Final Passage – Motion by Norton, 2nd by Rowe. All present in favor. Turley and Monsees were absent.

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

BILL NO. 2012–105, ORDINANCE NO. 10032 – AN ORDINANCE ACCEPTING FOR CITY MAINTENANCE MCDONALDS AVENUE LOCATED BETWEEN SOUTH LIMIT AVENUE AND SOUTH WARREN AVENUE FROM WEST 16TH STREET TO WEST 18TH STREET WITHIN THE CITY OF SEDALIA, MISSOURI was read once by title.

2nd Reading – Motion by Norton, 2nd by Rowe. All present in favor. Turley and Monsees were absent.

Final Passage – Motion by Norton, 2nd by LaStrada. All present in favor. Turley and Monsees were absent.

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

BILL NO. 2012–106, ORDINANCE NO. 10033 – AN ORDINANCE ESTABLISHING STOP SIGNS ON MCDONALDS AVENUE AT THE INTERSECTIONS WITH WEST 16TH STREET AND WEST 18TH STREET IN THE CITY OF SEDALIA, MISSOURI was read once by title.

2nd Reading – Motion by Norton, 2nd by Rowe. All present in favor. Turley and Monsees were absent.

Final Passage – Motion by Norton, 2nd by LaStrada. All present in favor. Turley and Monsees were absent.

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

BILL NO. 2012–107, ORDINANCE NO. 10034 – AN ORDINANCE ADOPTING NO PARKING ON BOTH SIDES OF MCDONALDS AVENUE IN THE CITY LIMITS OF THE CITY OF SEDALIA, MISSOURI was read once by title.

2nd Reading – Motion by Norton, 2nd by Rowe. All present in favor. Turley and Monsees were absent.

Final Passage – Motion by Norton, 2nd by LaStrada. All present in favor. Turley and

Monsees were absent.

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

BILL NO. 2012–108, ORDINANCE NO. 10035 – AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND SEDALIA MUNICIPAL PUBLIC LIBRARY DISTRICT was read once by title.

City Attorney, Anne Gardner, reminded the Council that in Section 6 of the agreement the date may change in regards to the first payment however the terms will remain the same.

2nd Reading – Motion by Norton, 2nd by LaStrada. All present in favor. Turley and Monsees were absent.

Final Passage – Motion by Norton, 2nd by Rowe. All present in favor. Turley and Monsees were absent.

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

RESOLUTION NO. 1829 – A RESOLUTION OF THE CITY COUNCIL OF SEDALIA, MISSOURI AUTHORIZING THE MAYOR TO SEND A LETTER TO THE MISSOURI UNITED STATES SENATORS CLAIRE MCCASKILL AND ROY BLUNT AND 4TH CONGRESSIONAL DISTRICT REPRESENTATIVE VICKY HARTZLER RELATING TO SUPPORT ANY LEGISLATIVE ACTIONS THAT WOULD PROTECT AND EXTEND THE CURRENT TAX TREATMENT OF MUNICIPAL BONDS was read once by title and approved on motion by Norton, seconded by Walter. All present in favor. Turley and Monsees were absent.

RESOLUTION NO. 1830 – A RESOLUTION OF THE CITY COUNCIL OF SEDALIA, MISSOURI SUPPORTING THE LIBERTY CENTER ASSOCIATION FOR THE ARTS IN THEIR EFFORT OF BECOMING A COMMUNITY ARTS PILOT FOR SEDALIA, MISSOURI was read once by title and approved on motion by Norton, seconded by Rowe. All present in favor. Turley and Monsees were absent.

APPOINTMENTS:

The following letters from the Police Personnel Board dated December 3, 2012 regarding Police Officer/Reserve Officer were read and approved on motion by Norton, seconded by Galliher. All present in favor. Turley and Monsees were absent.

“Dear Ma’ams and Sirs:

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

Eligible for the Position of Police Officer:

1. **William Connor**
2. **Anthony Templeton**

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

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

“Dear Ma’ams and Sirs:

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

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

Recommended for the Position of Police Officer:

1. **William Connor**

Thank you for your consideration of the Board’s recommendation. The Board members are pleased to be of service to our City.

Sincerely, Jeff Leeman, Chairman, Police Personnel Board.”

The following letter from the Police Chief, John DeGonia, dated December 3, 2012 regarding Police Officer was read and approved on motion by Norton, seconded by Rowe. All present in favor. Turley and Monsees were absent.

“Sirs and Ma’ams:

The Sedalia Police Department currently has one vacancy among its authorized sworn positions. I have requested the Police Personnel Board to identify and recommend the top available candidate to fill this vacancy.

I was informed by the Police Personnel Board that: **1. William Connor** is the next eligible candidate. I request that you approve us to make a conditional offer of employment to him. The offer will be contingent on his successful completion of our standard physical and psychological examinations.

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

This memorandum is respectfully submitted.”

LIQUOR LICENSES:

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

- Minerva Perez dba El Tapatio Restaurant, 1705 W. Broadway – Sunday Sales.
- Darren Ross dba American Legion Post #642, 2016 W. Main – Sunday Sales.

DEPARTMENT BILLS thru December 3, 2012 totaling \$106,656.36 were approved for payment on motion by Galliher, seconded by LaStrada. All present in favor. Turley and Monsees were absent.

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:

Mayor Horn reminded the Council of the Special Council Meeting on Wednesday, December 5, 2012, at 6:00 p.m.

GOOD & WELFARE: None.

The meeting adjourned at 7:20 p.m. to a Closed-Door Session in accordance with Section 610.021(1) RSMo for legal advice on motion by Norton, seconded by Cross. All present in favor. Turley and Monsees were absent.

THE CITY OF SEDALIA, MISSOURI



Mary Elaine Horn, Mayor



Arlene Silvey, MRCC City Clerk



CITY OF SEDALIA, MISSOURI
SPECIAL COUNCIL MEETING – DECEMBER 5,
2012

The Council of the City of Sedalia, Missouri duly met in Special Session in the Mayor’s Conference Room at the Municipal Building on Wednesday, December 5, 2012, at 6:00 p.m. with Mayor Mary Elaine Horn presiding.

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

Carl Ramey, with Stifel, Nicolaus & Company, Inc., thanked the Council and City Administrator, Gary Edwards; Finance Director, Pam Burlingame; and Community Development Director, John Simmons, for their work on the bond issue.

Mr. Ramey presented a final pricing summary for the bonds.

Key Highlights:

- Closing Date – December 19, 2012
- Structure: Series A – Bank qualified; Series B – Non-Bank qualified
- Successful Market – all-in interest cost of borrowing for 20 years is 3.02%
- Rating: “A” Standard and Poor’s Underlying and S&P Insurer Credit Rating “A+”
- Average Annual debt service \$506,538.00; Library - \$105,000.00
- First Interest Payment – September 1, 2013
- First Principal Payment – March 1, 2014
- Borrowed \$7,320,000.00
- Total Project Fund:
 - Fire Station - \$3,700,000.00
 - Washington Street Bridge - \$2,000,000.00
 - Library - \$1,500,000.00
 - Totaling - \$7,200,000.00

BILL NO. 2012–109, ORDINANCE NO. 10036– AN ORDINANCE APPROVING THE DELIVERY OF THE CITY OF SEDALIA, MISSOURI CERTIFICATES OF PARTICIPATION, SERIES 2012 FOR THE PURPOSE OF PROVIDING FUNDS TO FINANCE THE COSTS OF PROJECTS IN THE CITY; AND AUTHORIZING

CERTAIN OTHER ACTIONS IN CONNECTION WITH THE DELIVERY OF THE CERTIFICATES was read once by title.

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

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

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

BILL NO. 2012–110, ORDINANCE NO. 10037– AN ORDINANCE AMENDING SECTIONS 40-399(a), 40-399(c) AND 40-402(b) AND ADDING SECTIONS 40-399 (f), (g), AND 40-406 TO THE CODE OF ORDINANCES RELATING TO FIREFIGHTERS’ RETIREMENT FUND was read once by title.

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

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

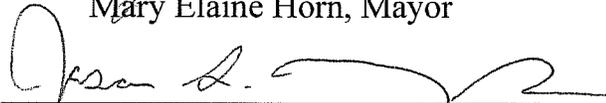
Roll Call Vote: Voting “Yes” were Galliher, Turley, LaStrada, Monsees, Walter, Cross, Rowe and Norton. No one voted “No”.

The meeting adjourned at 6:20 p.m. on motion by Norton, seconded by Galliher. All in favor.

THE CITY OF SEDALIA, MISSOURI



Mary Elaine Horn, Mayor



Jason S. Myers, Deputy City Clerk

TRAFFIC ADVISORY COMMISSION MEETING
NOVEMBER 14, 2012

The Traffic Advisory Commission duly met on Wednesday, November 14, 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	Not Present
Ryan Heusinkveld	Present	Greg Harrell	Present
John Rucker	Present		
Pete Daniels	Present		
Shirley Neff	Not Present		
Bob Salmon	Present		

Guests- Ellen Cross, Jo Lynn Turley, Devin Lake

Minutes of the last regular Traffic Advisory Commission meeting of October 10, 2012 were approved.

UNFINISHED BUSINESS:

Randy Lee, 2500 Woodland Drive, is requesting the speed limit on Winchester Drive between Highway Y and 10th Street be increased to 35 mph. There is almost nothing on either side of the road and he feels 35 mph is a fast speed. Cross read the staff recommendation. Staff recommends the Commission table the request. Staff would like to research further what the criteria are to set a speed limit and check with Missouri Department of Transportation's (MODOT) traffic engineer.

Daniels asked how long it would take to get the information from the traffic engineer. Cross stated we really did not know but it should not take too long. There was discussion as to why the City staff even wanted input from the MODOT's Traffic Engineer since this is inside the City limits and not on a state highway. Beck explained we were not asking for a recommendation from MODOT just asking for guidance on what criteria they used to change speed limits. Daniels believes this item has been going on too long and we should make a decision. It might be alright to increase the speed from 16th to 10th to 35 mph. Most people seem to be driving that speed anyway. Salmon did not see how increasing the speed limit would help anything because it is a short distance. There was discussion as to how some people want to increase the speed limit but others want to install a four way stop to slow traffic down. Salmon also brought up that more senior housing is being built on 10th and Mitchell.

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

NEW BUSINESS:

Thomas Averbeck, 615 N. Quincy, is requesting the intersection of E. 3rd Street and S. Engineer Avenue be made a 4 way stop. People coming from E. 3rd Street onto S. Engineer Avenue have a hard time seeing around the building on the northwest corner as the street makes a jog there. Also vehicles park at the northwest corner making it harder to see oncoming traffic. 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 multi way stop. Also this intersection is very close to the railroad tracks. If traffic were to back up, vehicles would be stopped on the rail road tracks.

Daniels stated he does not see a problem as long as you stop and look. Harold stated you do have to ease out onto Engineer to see traffic but the traffic is not that heavy in that area. **A motion was made by Daniels to deny the request. Second by Salmon. All in favor.**

Anne Gardner, 200 S. Osage Avenue, is requesting S. Washington Street between E. 5th Street and E. 4th Street be made a two way street. This block is currently a one way going north but the post office has removed the mailboxes on S. Washington Avenue so there is no need for the street to be a one way. Cross read the Staff recommendation. Staff recommends the Commission deny the request. The original reason the street was made a one way street had nothing to do with the mailboxes. The problem was due to vehicular traffic conflicts from vehicles traveling both ways on Washington Avenue and then exiting the post office through the drive onto Washington Avenue.

Daniels stated he can see where there would be a problem with traffic getting out of the Post Office if the street were two way. Heembrock agreed. Daniels stated the one way street is not a major inconvenience. **A motion was made by Daniels to deny the request. Second by Rucker. All in favor.**

OTHER ITEMS FOR DISCUSSION:

Salmon asked who the "Staff" was that made the recommendations. Cross explained a representative from Public Works (usually Bill Beck and Ellen Cross), Fire Department (usually Greg Harrell), Police Department (usually Victoria Kottman but sometimes her boss Commander Wirt), and Street Department (usually Jeff McKinney and Tony Davis).

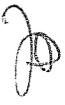
Daniels asked if the Commission could get results of how Council voted on recommendations from Traffic Advisory. Beck stated we could let the Commission know. Cross also stated she could include the City Council minutes from the meeting that discussed the Traffic Advisory meeting minutes.

AGENDA FOR NEXT MEETING:

The next meeting will be December 12, 2012.

The meeting adjourned at 12:30 p.m.

Sedalia Police Department
INTRA-DEPARTMENTAL MEMORANDUM
Uniform Operations Bureau

To : Chief John DeGonia 

From : Commander Matthew Wirt MW

Date : December 4, 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 two 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 two video cameras and associated warranties.

Funds to make this purchase have been obtained through the Department of Justice JAG. This grant will allow us to purchase the final two cameras and complete the camera upgrade.

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:

10-13-812-04	PD DOJ Grant Equipment	\$6996.00
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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 **Date:** 4-Dec-12
Attn: Commander Matthew Wirt
201 W 2nd St. **Quote Number:** JZ12042012
Sedalia, MO 65301
Phone: 660-827-7823 **Salesperson:**
FAX:
Email: mwirt@cityofsedalia.com

IN-VEHICLE					
QTY	PART #	DESCRIPTION	MSRP	PRICE	TOTAL
2	800-0000000	DP3 MDVR 32GB - MDVR with 32GB SSD	\$3,000.00	\$2,175.00	\$4,350.00
2	355-0000006	DP3 MDVR SOFTWARE	\$355.00	\$249.00	\$498.00
2	800-0000004	DP3 MDVR STANDARD INSTALLATION KIT	\$305.00	\$195.00	\$390.00
2	800-0000002	ENCODER KIT	\$555.00	\$394.00	\$788.00
2	701-0000100V2	GPS WASS including 3m cable	\$180.00	\$130.00	\$260.00
2	602-0000031	ETHERNET, 6.0m (DVR to Encoder extension)	\$40.00	\$30.00	\$60.00
2	602-0000036	RJ45 DATA CABLE 6.0m (MDVR to MDT RJ45 Plug)	\$30.00	\$20.00	\$40.00
2	701-0000103	RJ45 DATA PORT, 0.5m (RJ45 Jack Docking Port)	\$40.00	\$30.00	\$60.00

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
2	325-3000	DP3 2nd year extended warranty and phone support (per unit)	\$333.00	\$250.00	\$500.00

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.

Note 2: Customer to use existing front and rear cameras as well as enhanced microphones.

Total In-Vehicle Systems:	2
In-Vehicle Price Per System:	\$3,223.00
Total In-Vehicle:	\$6,446.00
Services:	\$500.00
Subtotal:	\$6,946.00
Shipping: [MUST ENTER]	\$50.00
0.00% Tax:	\$0.00
Credit Card Fee (3%):	\$0.00
Total:	\$6,996.00

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

AVAILABLE OPTIONS

IN-VEHICLE				
PART #	DESCRIPTION	MSRP	PRICE	
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 lesser 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.

City of Sedalia

TELEPHONE (660) 827-3000



MUNICIPAL BUILDING
200 SOUTH OSAGE AVENUE
SEDALIA, MISSOURI 65301

FAX (660) 827-7800

December 10, 2012

Mayor Horn and City Council Members,

I am requesting a one year extension to use our current auditors for the annual audit. We extended it last year as we were in the transition phase with the new software. We are now in our first full year on Springbrook, it would be beneficial for the City to have its books audited by Gerding, Korte and Chitwood another year as they know our books and know what to look for if there are any system problems. Last year the audit cost was \$ 15,300, the quote for the audit this year is \$16,000, which is a \$700.00 increase. I would appreciate your approval of this request.

Sincerely,

Pam Burlingame

Finance Director

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE GRANTING A REZONING APPLICATION BY JAMES T. BUCKLEY, ATTORNEY-AT-LAW, REPRESENTING JD AND SHARON JOHNSON AND MICHAEL L. AND MICHELLE O. JOHNSON, OWNERS OF PROPERTY LOCATED AT 900 GRIFFITH AVENUE, ALSO KNOWN AS WILSON TRAILER PARK, 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 James T. Buckley, Attorney-At-Law, representing JD and Sharon Johnson and Michael L. and Michelle O. Johnson, property owners, has recommended by a vote of 11-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 December 12, 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 General Business 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 17th day of December, 2012.

Presiding Officer of the Council

Approved by the Mayor of said City this 17th day of December, 2012.

Mary Elaine Horn, Mayor

ATTEST:

Arlene Silvey, MRCC City Clerk

Exhibit A (Legal Description of Property)

900 Griffith Avenue: BEGINNING AT A POINT IN THE WEST LINE OF A COUNTY ROAD (ALSO KNOWN AS GRIFFITH AVENUE) AS DESCRIBED IN DEED RECORD IN BOOK 433, PAGE 206 OF THE RECORDER'S OFFICE OF PETTIS COUNTY, MISSOURI, FOUR HUNDRED FORTY (440) FEET NINE (9) INCHES SOUTH OF THE SOUTH LINE OF THE RIGHT OF WAY OF U.S. HIGHWAY NO. 50; RUNNING THENCE NORTH TWO HUNDRED (200) FEET NINE (9) INCHES; THENCE WEST TWO HUNDRED AND FIFTEEN AND TWENTY EIGHT HUNDREDTHS (215.28) FEET; THENCE NORTHWEST TWO HUNDRED EIGHTY (280) FEET TO A POINT SEVENTY FIVE (75) FEET EAST OF THE EAST LINE OF THE RIGHT OF WAY OF THE MISSOURI PACIFIC RAILWAY COMPANY; THENCE WEST SIXTY (60) FEET; THENCE SOUTH ON A LINE FIFTEEN (15) FEET EQUIDISTANT FROM THE EAST LINE OF SAID RAILWAY RIGHT OF WAY TO A POINT DUE WEST OF THE POINT OF BEGINNING; THENCE EAST FIVE HUNDRED FORTY EIGHT AND TWENTY EIGHT HUNDREDTHS (548.28) FEET TO THE PLACE OF BEGINNING; BEING PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION NUMBER FIVE (5), IN TOWNSHIP NUMBER FORTY FIVE (45) NORTH, OF RANGE NUMBER TWENTY ONE (21) WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE COUNTY OF PETTIS AND STATE OF MISSOURI.

ALSO, PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION NUMBER FIVE (5), IN TOWNSHIP NUMBER FORTY FIVE (45) NORTH, OF RANGE NUMBER TWENTY ONE (21) WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE COUNTY OF PETTIS AND STATE OF MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 818.72 FEET WEST OF THE WEST LINE OF STATE FAIR BOULEVARD (BEING THE WEST LINE OF GRIFFITH AVENUE) AND 834.88 FEET NORTH OF THE NORTH LINE OF 11TH STREET; THENCE WEST PARALLEL WITH THE NORTH LINE OF 11TH STREET, 215.28 FEET; THENCE NORTHWEST 280 FEET TO A POINT 75 FEET EAST OF THE EAST LINE OF THE RIGHT OF WAY OF THE MISSOURI PACIFIC RAILROAD (STATE FAIR GROUNDS SPUR); THENCE WEST 75 FEET TO THE EAST LINE OF SAID RAILROAD RIGHT OF WAY; THENCE NORTH ALONG SAID RIGHT OF WAY LINE, 67.0 FEET; THENCE SOUTH 73°15'50" EAST 153.82 FEET; THENCE SOUTH 20°21'20" WEST 45.52 FEET; THENCE SOUTH 68°55'10" EAST 67.76 FEET; THENCE NORTH 22°23'10" EAST 136.85 FEET; THENCE SOUTH 66°59' EAST 106.98 FEET; THENCE SOUTH 21°40'20" WEST 5.7 FEET; THENCE SOUTH 68°19'40" EAST 12.35 FEET; THENCE NORTH 21°40'20" EAST 5.0 FEET; THENCE SOUTH 67°38'40" EAST 105.34 FEET; THENCE NORTH 68°16'30" EAST 12.62 FEET; THENCE NORTH 23°18'40" EAST 29.2 FEET; THENCE SOUTH 84°21'40" EAST 72.09 FEET TO THE WEST LINE OF SAID GRIFFITH AVENUE; THENCE SOUTH ALONG SAID LINE 131.88 FEET TO THE POINT OF BEGINNING.

MEMO

To: Planning & Zoning Commission
From: John Simmons, Community Development Director
Date: December 5, 2012
Subject: Rezoning Application – 900 Griffith Avenue
JD & Sharon Johnson, Michael L & Michelle O. Johnson
by James T. Buckley

Description of request: Rezoning application by JD & Sharon Johnson, Michael L & Michelle O. Johnson represented by James T. Buckley for property located at 900 Griffith Avenue zoned as R-1 Single Family Residential to C-3 General Business District.

Land Use Review: The property located at 900 Griffith Avenue is an existing mobile home park operating as Wilson Trailer Park. The property contains forty (40) mobile home units used as single family dwelling units both owner occupied and rented. The property is surrounded by R-1 Single Family Residential to the south, C-3 General Business to the north and M-1 Light Industrial to the east and Union Pacific Railroad (Pittsburg Corning spur) to the west.

Staff Recommendation: Staff recommends the application for rezoning be approved per the following:

1. The developer shall buffer the parking areas from surrounding residential with landscaping and screen surrounding residential properties from view of any building infrastructure (i.e. air units).
2. This rezoning request is compatible with the City of Sedalia Comprehensive Plan of 2008 that identifies this area as a “Major Commercial Corridor”. The intended use would improve and provide amenities in an area that has been in non-conforming use.
3. This development would improve the visual blight created by current use. Current use as a mobile home park on R-1 Single Family Residential is granted as a non-conforming use as the mobile home park was established prior to December 1, 1969, the date of adoption of the City of Sedalia Zoning code (Chapter 64). Current use is incompatible with surrounding land uses.
4. The developer should take the opportunity to best utilize their adjacent land in creating the Rick Ball Ford Agency. Staff recommends that in the design of the auto sales lot that the developer consider a final design that best integrates with the adjacent R-1 Single Family Residential neighborhood.

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

BUCKLEY
BUCKLEY
ATTORNEYS AT LAW

121 EAST FOURTH STREET
P.O. BOX 348
SEDALIA, MISSOURI 65302-0348
TELEPHONE 660.826.7373
FACSIMILE 660.826.1266
www.buckleylawfirm.com

JAMES T. BUCKLEY
jtbuckley@buckleylawfirm.com

JAMES P. BUCKLEY
jpbuckley@buckleylawfirm.com

November 15, 2012

Members of Planning and Zoning Commission
City of Sedalia, City Hall
Sedalia, Missouri 65301

Dear Members of the Commission:

On behalf of my clients J.D. and Sharon Johnson, husband and wife, and Michael L. and Michelle O. Johnson, I here by apply to the Commission and City Council to re-zone the property described on Exhibit A to this application (otherwise known as Wilson Trailer Park, 900 Griffith Avenue) from its current zoning application of R-1 to the classification of C-3.

Applicants state that the owners of this real estate have a contract to sell the subject property to Ball Properties, LLC to be used in connection with the Rick Ball Ford Agency located East and adjacent to the property. Currently, there is a mobile home park located on the premises which is bounded on the north by a restaurant and an auto parts store, on the east by Griffith Avenue and the former Parkhurst Property which is now owned by Ball Properties, LLC and upon which will be located the principal building of the Rick Ball Ford Agency, and on the west by Union Pacific Railroad Tracks.

The character of the neighborhood will not be materially and adversely affected by the operation by the Rick Ball Ford Agency. The proposed construction of the building which will house the agency will be modern and will certainly constitute an improvement to the area which includes the real estate upon which the Parkhurst Manufacturing Company was located.

The Rick Ball Agency plans to use the property for a sales lot and other related uses in the operation of the agency.

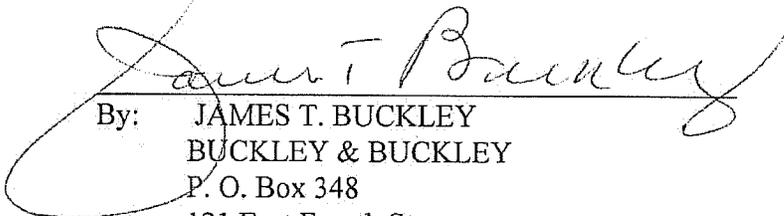
Recognizing that there are mobile homes located on the property, the buyer will allow at least six (6) months for the current tenants to remove their mobile homes to another location. Any hardship on behalf of any tenant in this respect will be taken into consideration and every available means to accommodate the tenants will be entertained. Most of the mobile homes situated on lots with a rental agreement that allows thirty (30) days notice in order to direct the tenant to vacate the

property. Notwithstanding this provision in the rental agreements, the Buyer will not seek to enforce that provision, but will, as stated above, allow at least six (6) months for the tenants to make other arrangements for the locations and placement of their mobile homes.

In closing, the applicant states that it is the intention of the Buyer to operate a first class facility taking into consideration a neighborhood, the residence of DeJarnette Addition and the fact that it is located on U.S. Business Highway 50. The owners are convinced, and the Buyer has represented and will represent to the Zoning and Planning Commission as well as the City Council that the residential neighborhood remaining will be enhanced by the Buyer's use of the property and will constitute an improvement to the neighborhood.

The owners and applicant on their behalf ask to the Planning and Zoning Commission as well as the City of Sedalia, Missouri, to approve this request to re-zone the subject property from R-1 to C-3 so as to permit those uses of the property as set forth in the code of Zoning Regulations.

J.D. Johnson, Sharon Johnson, Michael L. Johnson and Michelle O. Johnson



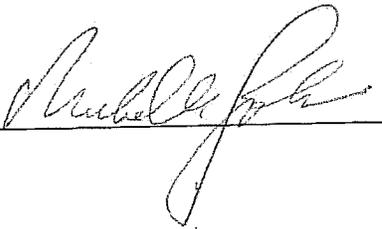
By: JAMES T. BUCKLEY
BUCKLEY & BUCKLEY
P. O. Box 348
121 East Fourth Street
Sedalia, Missouri 65301
Phone: (660) 826-7373
Facsimile: (660) 826-1266

**AUTHORIZATION TO REPRESENT LAND OWNER IN APPLICATION FOR RE-ZONING
BEFORE THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI**

We the undersigned, owners of the real estate described on Exhibit A attached hereto, do hereby authorize James T. Buckley to apply on our behalf to the City Council, the City of Sedalia, Missouri to re-zone the real estate described on Exhibit A from its current residential zoning to a classification of C-1.



Sharon Johnson





**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	_____

Owners: JD and Sharon Johnson, Michael L & Michelle O. Johnson

1. Applicant's Name By: James T. Buckley
2. Applicant's Address 1690 Hickory Lane, Sedalia, Missouri 65301
3. Telephone Number (Home) 660-826-5882 (Business) 660-826-7373
4. Present Zoning Home Requested Zoning Business
5. Legal Description of property requested to be rezoned, with street address or location:
SEE ATTACHED

6. Area of subject property, square feet and/or acres Approximately 4 acres
7. Present Use of subject property Mobile Home Park
8. Desired use of subject property New Car Agency
9. What is the present use of the adjoining properties? North Business
South Residential East Commercial West MO Pacific Railroad
10. How can you justify the proposed zoning change? (To answer this question, see Page 1, Item 2) Tracks
11. Time schedule for development Immediate
12. Is property in a flood plain district? If yes, please indicate applicable FEMA Map applicable No
zone _____ Has base flood elevation been established? _____
If yes, please explain how such elevation was determined. _____

13. Public Utilities available at site: Sewer Yes " at throughout the park
Water Yes
at throughout the park
Natural Gas Yes " at throughout the park
Electric Yes
at throughout the park

14. Exhibits furnished Legal Description of property
15. James T. Buckley 121 E 4th Street
Signature of Applicant Address of Applicant
16. Relationship of applicant to property: Owner Agent _____
17. Other _____
(Explain)



November 20, 2012

NOTIFICATION LETTER

To Whom It May Concern:

This is to notify you that a public hearing will be held in the Council Chambers of the Municipal Building, 2nd Street & Osage Avenue, Sedalia, Missouri to consider rezoning of the following described tract of land:

GENERAL LOCATION: 900 Griffith Avenue, Sedalia, MO

LEGAL DESCRIPTION OF THE PROPERTY: 900 Griffith Avenue- BEGINNING AT A POINT IN THE WEST LINE OF A COUNTY ROAD (ALSO KNOWN AS GRIFFITH AVENUE) AS DESCRIBED IN DEED RECORD IN BOOK 433, PAGE 206 OF THE RECORDER'S OFFICE OF PETTIS COUNTY, MISSOURI, FOUR HUNDRED FORTY (440) FEET NINE (9) INCHES SOUTH OF THE SOUTH LINE OF THE RIGHT OF WAY OF U.S. HIGHWAY NO. 50; RUNNING THENCE NORTH TWO HUNDRED (200) FEET NINE (9) INCHES; THENCE WEST TWO HUNDRED AND FIFTEEN AND TWENTY EIGHT HUNDRETHS (215.28) FEET; THENCE NORTHWEST TWO HUNDRED EIGHTY (280) FEET TO A POINT SEVENTY FIVE (75) FEET EAST OF THE EAST LINE OF THE RIGHT OF WAY OF THE MISSOURI PACIFIC RAILWAY COMPANY; THENCE WEST SIXTY (60) FEET; THENCE SOUTH ON A LINE FIFTEEN (15) FEET EQUIDISTANT FROM THE EAST LINE OF SAID RAILWAY RIGHT OF WAY TO A POINT DUE WEST OF THE POINT OF BEGINNING; THENCE EAST FIVE HUNDRED FORTY EIGHT AND TWENTY EIGHT HUNDRETHS (548.28) FEET TO THE PLACE OF BEGINNING; BEING PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION NUMBER FIVE (5), IN TOWNSHIP NUMBER FORTY FIVE (45) NORTH, OF RANGE NUMBER TWENTY ONE (21) WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE COUNTY OF PETTIS AND STATE OF MISSOURI.

ALSO, PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION NUMBER FIVE (5), IN TOWNSHIP NUMBER FORTY FIVE (45) NORTH, OF RANGE NUMBER TWENTY ONE (21) WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE COUNTY OF PETTIS AND STATE OF MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 818.72 FEET WEST OF THE WEST LINE OF STATE FAIR BOULEVARD (BEING THE WEST LINE OF

GRIFFITH AVENUE) AND 834.88 FEET NORTH OF THE NORTH LINE OF 11TH STREET; THENCE WEST PARALLEL WITH THE NORTH LINE OF 11TH STREET, 215.28 FEET; THENCE NORTHWEST 280 FEET TO A POINT 75 FEET EAST OF THE EAST LINE OF THE RIGHT OF WAY OF THE MISSOURI PACIFIC RAILROAD (STATE FAIR GROUNDS SPUR); THENCE WEST 75 FEET TO THE EAST LINE OF SAID RAILROAD RIGHT OF WAY; THENCE NORTH ALONG SAID RIGHT OF WAY LINE, 67.0 FEET; THENCE SOUTH 73°15'50" EAST 153.82 FEET; THENCE SOUTH 20°21'20" WEST 45.52 FEET; THENCE SOUTH 68°55'10" EAST 67.76 FEET; THENCE NORTH 22°23'10" EAST 136.85 FEET; THENCE SOUTH 66°59' EAST 106.98 FEET; THENCE SOUTH 21°40'20" WEST 5.7 FEET; THENCE SOUTH 68°19'40" EAST 12.35 FEET; THENCE NORTH 21°40'20" EAST 5.0 FEET; THENCE SOUTH 67°38'40" EAST 105.34 FEET; THENCE NORTH 68°16'30" EAST 12.62 FEET; THENCE NORTH 23°18'40" EAST 29.2 FEET; THENCE SOUTH 84°21'40" EAST 72.09 FEET TO THE WEST LINE OF SAID GRIFFITH AVENUE; THENCE SOUTH ALONG SAID LINE 131.88 FEET TO THE POINT OF BEGINNING

PURPOSE OF REZONING: To allow for a car sales lot and other related uses in the operation of the agency.

The public hearing will be held to consider rezoning the above described tract from R-1 Single Family Dwelling to C-3 Commercial District. The hearing will begin at 5:30 p.m. on Wednesday, December 12, 2012. Any interested persons or property owners are invited to attend. For any additional information regarding this zoning, please contact the undersigned at the Municipal Building.

Respectfully,



John Simmons
Director of Community Development
(660)827-3000 x 127

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN ASSIGNMENT OF THE OPTION AND LEASE AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI AND XCELL TOWERS, LLC TO XCELL TOWERS II, LLC.

WHEREAS, the City of Sedalia, Missouri has previously entered into an agreement with Xcell Towers, LLC, a Delaware limited liability company for the lease of City property located within Liberty Park, as more fully described in said agreement and approved by this Council on February 6, 2012 in Ordinance # 9935; and

WHEREAS, under the agreement, the parties agreed that Xcell Towers, LLC could assign said option and lease agreement and that the City would not unreasonably withhold its consent to said assignment; and

WHEREAS Xcell Towers, LLC has informed the City that it intends to assign its interest in the option and lease agreement to Xcell Towers II, LLC as more fully described in the proposed assignment attached to this ordinance and incorporated by reference herein; and

WHEREAS, the City approves said assignment provided that Xcell Towers II, LLC also registers as an authorized foreign limited liability company with the Missouri Secretary of State's office.

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 assignment of the option and lease agreement by and between the City of Sedalia, Missouri and Xcell Towers II, LLC in substantively the same form and content as the agreement has been proposed, provided that the Xcell Towers II, LLC provides proof that that it has registered as foreign limited liability company authorized to do business in the State of Missouri with the Missouri Secretary of State's office.

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 assignment in substantively the same form and content as the assignment has been proposed.

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

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

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 17th day of December, 2012.

Presiding Officer of the Council

Approved by the Mayor of said City this 17th day of December, 2012.

Mary Elaine Horn, Mayor

ATTEST:

Arlene Silvey, MRCC
City Clerk

December _____, 2012

By Overnight Delivery

City of Sedalia
Attn: City Manager
200 South Osage Avenue
Sedalia, Missouri 65301

RE: Request for Consent to Assign Option and Lease Agreement dated February 10th, 2012 by and between The City of Sedalia, as Landlord, and Xcell Towers, LLC, as tenant (the "Lease")

To Whom it May Concern:

Xcell Towers, LLC ("Xcell Towers") hereby request your consent to assign the above-referenced Lease to Xcell Towers II, LLC ("Xcell Towers II"). In keeping consistent with Xcell Towers, Xcell Towers II will remain under the same management structure. Accordingly, the assignment will be transparent in terms of the way the site is operated.

Please acknowledge your consent to the assignment by countersigning this letter below and returning same to my attention.

Your prompt attention to this request is greatly appreciated. Should you have any questions, please do not hesitate to give me a call at (404) 822-5500.

Sincerely,

Brian G. Beaudette
Managing Member
Xcell Towers II, LLC

Acknowledged and Agreed:

Landlord: The City of Sedalia

Print name: _____

Title: _____

BILL NO. 2012 - 07

ORDINANCE NO. 9935

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

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

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

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

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

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

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

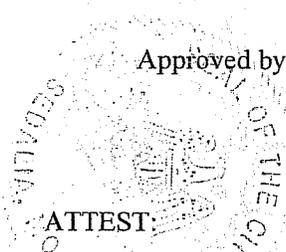
Section 4. This ordinance shall be in full force and effect from and after its passage and approval.

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

Mary Elaine Horn
Presiding Officer of the Council

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

Mary Elaine Horn
Mary Elaine Horn, Mayor



ATTEST:

Arlene Silvey MRCC
Arlene Silvey, MRCC City Clerk

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



OPTION & LAND LEASE AGREEMENT

This Option & Land Lease Agreement ("Agreement") entered into as of the date set forth on the signature page hereof, by and between The City of Sedalia, Missouri, a municipality, whose address is 200 South Osage, Sedalia, Missouri 65301 ("Owner") and Xcell Towers, LLC, a Delaware limited liability company, 2050 Marconi Drive, Suite 300, Alpharetta, Georgia 30005 ("Tenant"), provides for the granting and leasing of certain property interests on the following terms:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Leasehold Lender:

First Tennessee Bank
Commercial Banking
701 Market Street
Chattanooga, TN. 30741
ATTN: Commercial Lending Department

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

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

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

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

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

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

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

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

21. MISCELLANEOUS

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

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

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

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

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

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

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

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

For Tenant: Xcell Towers, LLC
Attn: Real Estate Department
2050 Marconi Drive, Suite 300
Atlanta, GA 30005

For Owner: City of Sedalia
Attn: City Manager
200 South Osage
Sedalia, MO. 65301

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

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

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

(l) Owner agrees to pay when due all taxes, charges, judgments, liens, claims, assessments, and/or other charges outstanding which are levied upon Owner or the Owner's Property and which are or in the future could become liens upon the Owner's Property, in whole or in any part (individually or collectively, "Liens").

Upon failure of the Owner to pay the Liens when due as provided above, Tenant at its option, may pay said Liens. Tenant shall have the right to setoff and offset any sum so paid by Tenant and any and all costs, expenses and fees (including reasonable attorney's fees) incurred in effecting said payment, against Rents or against any other charges payable by Tenant to Owner under the terms of this Agreement. In the event that Tenant elects not to set off or offset the amounts paid by Tenant against Rents or in the event that the amounts paid by Tenant exceed the Rents payable to Owner for the then term of the Agreement, Owner shall reimburse Tenant for all amounts paid by Tenant (or not offset) immediately upon demand. Any forbearance by Tenant in exercising any right or remedy provided in this paragraph or otherwise afforded by law shall not be deemed a waiver of or preclude the later exercise of said right or remedy.

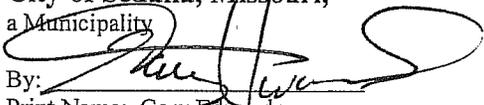
(m) Intentionally deleted,

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

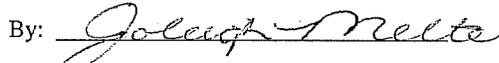
IN WITNESS WHEREOF, the parties hereto bind themselves to this Agreement effective as of the 13th day of February, 2012.

OWNER:

City of Sedalia, Missouri,
a Municipality

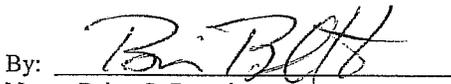
By: 
Print Name: Gary Edwards
Title: City Administrator
Date: 2-13-12

Witnesses for Owner:

By: 
Print Name: Joleigh Melte

TENANT:

Xcell Towers, LLC
a Delaware limited liability company

By: 
Name: Brian G. Beaudette
Title: Managing Director
Date: 2-10-12

Witnesses for Tenant:

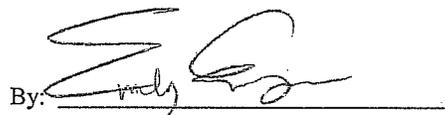
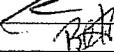
By: 
Print Name: Emily Gwynn

EXHIBIT "A" TO LAND LEASE AGREEMENT

OWNER'S PROPERTY

APPROVED Owner:  (Initial)

APPROVED Tenant:  (Initial)

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

Pettis County Title Co.

120 West Fifth Street

Sedalia, MO 65301

Phone: (660) 826-1826 Fax: (660) 826-6768

Issuing Agent for First American Title Insurance Company
 American Land Title Association Commitment for Title Insurance

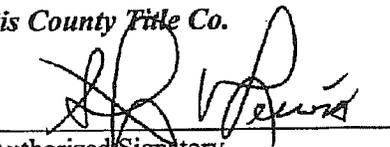
SCHEDULE A

LEGAL DESCRIPTION

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 IN BLOCK 1 OF PARKSIDE ADDITION; THENCE N 90°00'00" E ALONG THE NORTH RIGHT OF WAY OF LIBERTY PARK BOULEVARD, 192.0 FEET; THENCE S 0°00'00" E, 90.0 FEET TO THE SOUTH RIGHT OF WAY OF SAID LIBERTY PARK BOULEVARD; THENCE CONTINUING S 0°00'00" E, 10.0 FEET TO THE POINT OF BEGINNING; THENCE N 90°00'00" E, 50.0 FEET; THENCE S 0°00'00" E, 50.0 FEET; THENCE N 90°00'00" W, 50.0 FEET; THENCE N 0°00'00" E, 50.0 FEET TO THE POINT OF BEGINNING.

ALSO, AN EASEMENT FOR INGRESS-EGRESS DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 IN BLOCK 1 OF PARKSIDE ADDITION; THENCE N 90°00'00" E ALONG THE NORTH RIGHT OF WAY OF LIBERTY PARK BOULEVARD, 192.0 FEET; THENCE S 0°00'00" E, 90.0 FEET TO THE SOUTH RIGHT OF WAY OF SAID LIBERTY PARK BOULEVARD; THENCE CONTINUING S 0°00'00" E, 10.0 FEET TO THE NORTHWEST CORNER OF THE PROPOSED LEASE AREA; THENCE CONTINUING S 0°00'00" E ALONG THE WEST LINE OF SAID LEASE AREA, 50.0 FEET TO THE SOUTHWEST CORNER OF SAID LEASE AREA AND THE POINT OF BEGINNING; THENCE N 90°00'00" E ALONG THE SOUTH LINE OF SAID LEASE AREA, 50.0 FEET TO THE SOUTHEAST CORNER OF SAID PROPOSED LEASE AREA; THENCE S 0°00'00" E, 42.1 FEET; THENCE N 88°00'00" W, 80.0 FEET; THENCE N 81°45'40" W, 32.3 FEET; THENCE NORTHWEST ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 76.0 FEET, AN ARC LENGTH OF 91.48 FEET, A CHORD BEARING OF N 41°04'10" W, AND A CHORD DISTANCE OF 86.05 FEET; THENCE N 0°00'00" E, 29.8 FEET TO THE SOUTH RIGHT OF WAY OF SAID LIBERTY PARK BOULEVARD; THENCE N 90°00'00" E ALONG SAID RIGHT OF WAY, 26.0 FEET; THENCE S 7°50'50" W, 32.0 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.0 FEET, AN ARC LENGTH OF 68.50 FEET, A CHORD BEARING OF S 39°45'40" E, AND A CHORD DISTANCE OF 63.27 FEET; THENCE S 81°45'40" E, 28.0 FEET; THENCE S 88°00'00" E, 28.6 FEET; THENCE N 0°00'00" W, 25.4 FEET TO THE POINT OF BEGINNING.

Pettis County Title Co.

By: 

Authorized Signatory

Countersigned at Sedalia, Missouri

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.
 2006 ALTA Commitment Form Schedule A consists of 2 page(s)

EXHIBIT "B" TO LAND LEASE AGREEMENT

PREMISES

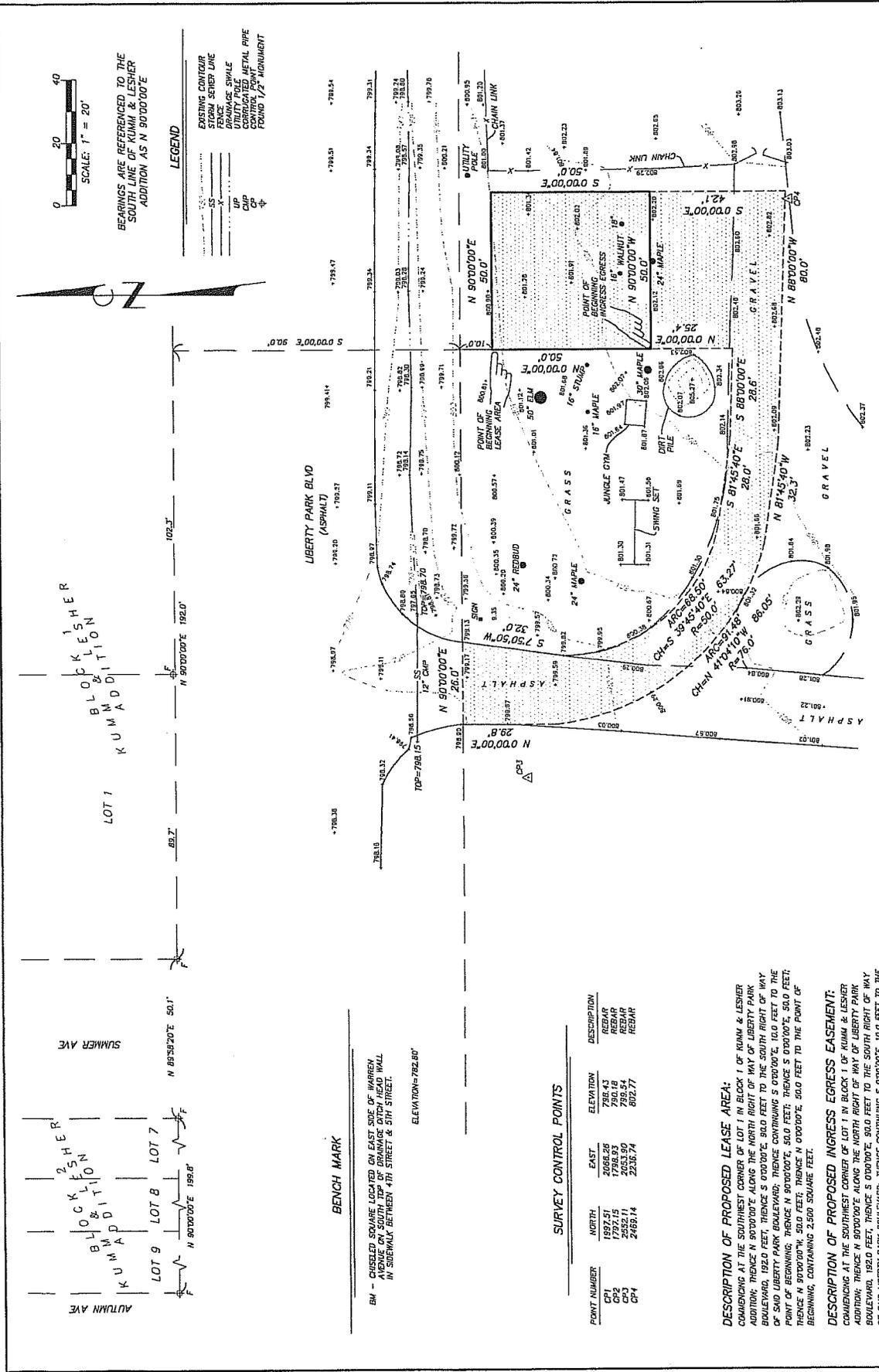
- a) Real property comprised of approximately five thousand six hundred twenty five (5,625) square feet of land more or less
- b) Non – exclusive easement required to run utility lines and cables
- c) Non – exclusive easement across Owner's Property (hereinafter defined) for access

SITE SKETCH:

APPROVED Owner:  (Initial)
APPROVED Tenant:  (Initial)

Notes:

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



CELL TOWER LEASE & INGRESS EGRESS

THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING, RECORDING, OR PERMIT REVIEW PURPOSES

SEDALIA, MISSOURI

Engineering Surveys & Services

1775 West Main Street
Sedalia, Missouri
(660) 836-8618

Surveyed: CW
Drawn: BAF
Checked: CW

Date: 16 February 2012

Scale: 1" = 20'

Job: 3418

Sheet: 1 of 1

CHRISTOPHER M. WICKERY
REGISTERED PROFESSIONAL SURVEYOR
PLS-2000161240

SURVEY CONTROL POINTS

POINT NUMBER	NORTH	EAST	ELEVATION	DESCRIPTION
CP1	1897.51	2066.26	798.43	REBAR
CP2	1797.15	1798.93	790.18	REBAR
CP3	2652.11	2633.90	795.54	REBAR
CP4	2469.14	2336.74	802.77	REBAR

DESCRIPTION OF PROPOSED LEASE AREA:
 COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 IN BLOCK 1 OF KUMAM & LESHER ADDITION; THENCE N 90°00'00" E ALONG THE NORTH RIGHT OF WAY OF LIBERTY PARK BOULEVARD, 192.0 FEET; THENCE S 0°00'00" E, 90.0 FEET TO THE SOUTH RIGHT OF WAY OF SAID LIBERTY PARK BOULEVARD; THENCE CONTINUING S 0°00'00" E, 16.0 FEET TO THE POINT OF BEGINNING; THENCE N 90°00'00" E, 80.0 FEET; THENCE S 0°00'00" E, 50.0 FEET; THENCE N 90°00'00" W, 50.0 FEET; THENCE N 0°00'00" E, 50.0 FEET TO THE POINT OF BEGINNING, CONTAINING 2,500 SQUARE FEET.

DESCRIPTION OF PROPOSED INGRESS EGRESS EASEMENT:
 COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 IN BLOCK 1 OF KUMAM & LESHER ADDITION; THENCE N 90°00'00" E ALONG THE NORTH RIGHT OF WAY OF LIBERTY PARK BOULEVARD, 192.0 FEET; THENCE S 0°00'00" E, 50.0 FEET TO THE SOUTH RIGHT OF WAY OF SAID LIBERTY PARK BOULEVARD; THENCE S 0°00'00" E, 16.0 FEET TO THE POINT OF BEGINNING; THENCE N 90°00'00" E, 80.0 FEET TO THE SOUTHWEST CORNER OF SAID LEASE AREA AND THE POINT OF BEGINNING; THENCE N 90°00'00" E ALONG THE SOUTH LINE OF SAID LEASE AREA, 50.0 FEET TO THE SOUTHWEST CORNER OF SAID PROPOSED LEASE AREA, THENCE S 0°00'00" E, 42.1 FEET; THENCE N 89°00'00" W, 80.0 FEET; THENCE N 87°45'40" W, 32.3 FEET; THENCE NORTHWEST ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 76.0 FEET, AN ARC LENGTH OF 91.48 FEET; A CHORD BEARING OF N 47°04'14" W AND A CHORD DISTANCE BEING: THENCE N 0°00'00" E, 29.8 FEET TO THE SOUTH RIGHT OF WAY OF SAID LIBERTY PARK BOULEVARD; THENCE N 0°00'00" E, 29.8 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.0 FEET, AN ARC LENGTH OF 63.27 FEET; S 81°45'40" E, 28.0 FEET; THENCE S 89°00'00" E, 26.6 FEET; THENCE N 0°00'00" W, 26.4 FEET TO THE POINT OF BEGINNING, CONTAINING 4,025.44 SQUARE FEET.

BENCH MARK

BM - CHISELED SQUARE LOCATED ON EAST SIDE OF WARREN AVENUE ON SOUTH TOP OF DRAINAGE DITCH HEAD WALL IN SIDEWALK BETWEEN 4TH STREET & 5TH STREET.

ELEVATION=792.80'

Office of the Mayor

TO: Members of City Council
FROM: Mayor Elaine Horn *EH*
DATE: December 12, 2012
RE: Appointment to Economic Development Board

I would like to make the following recommendation for appointment to the Economic Development Board.

Mary Elaine Horn
City of Sedalia
One Year Term expiring December 2013

Your consideration of this request is appreciated.

**City of Sedalia
Department Bills 12-17-2012**

Vendor Name	Invoice Number	Amount
Airgas USA LLC	9010361643	\$ 3.10
Airgas USA LLC	9010471688	\$ 75.07
Alliance Water Resources Inc	5464	\$ 21,892.25
Allied Oil & Tire Company	3871600	\$ 512.74
Al's Portable Welding	2981	\$ 45.00
Al's Portable Welding	2983	\$ 45.00
Al's Portable Welding	2984	\$ 189.00
Al's Portable Welding	2989	\$ 240.00
American Cemetery Supplies Inc	041230	\$ 31.44
American Equipment Co.	52918	\$ 126.63
American Test Center	2123587	\$ 555.00
Apac-Missouri Inc	9000174405	\$ 291.13
Apac-Missouri Inc	9000174560	\$ 398.72
Apac-Missouri Inc	9000174677	\$ 528.55
Apac-Missouri Inc	9000174760	\$ 353.71
Apac-Missouri Inc	9000175388	\$ 511.11
Apco International Inc.	1212	\$ 138.00
Ascent Aviation Group, Inc.	160246	\$ 28,218.61
Ascent Aviation Group, Inc.	M090270	\$ 46.00
Associated Door Co	32922	\$ 220.00
AT & T	1212	\$ 68.81
AT & T	1212A	\$ 4,986.70
Auto Glass Express	74043	\$ 140.00
Barco Municipal Products Inc.	203712	\$ 317.04
BDF Enterprises LTD	39567	\$ 50.40
Bings West	51466	\$ 3,405.00
Boone Quarries	65258	\$ 462.92
Boone Quarries	66079	\$ 155.89
Bound Tree Medical Llc	80941911	\$ 19.07
Bound Tree Medical Llc	80943132	\$ 69.80
Bound Tree Medical Llc	80943133	\$ 274.40
Bound Tree Medical Llc	80944361	\$ 71.32
Careertrack	1212	\$ 149.00
Central Communications Inc	289906	\$ 395.00
Central Communications Inc	289908	\$ 35.24
Central Communications Inc	378212	\$ 1,977.00
Champion Brands LLC	72778	\$ (40.00)
Champion Brands LLC	72867	\$ (40.00)
Champion Brands LLC	433752	\$ 169.91
Champion Brands LLC	433753	\$ 550.75
Charter Communications	1212-19	\$ 120.62
Christopher Maggert	1212	\$ 29.37
Cintas Corp #379	378788912	\$ 561.94

**City of Sedalia
Department Bills 12-17-2012**

Vendor Name	Invoice Number	Amount
Cintas Corp #379	379787720	\$ 554.86
Cintas Corp #379	379790114	\$ 569.02
City of Sedalia	1212	\$ 400.00
Clark's Tool & Equipment	140878	\$ 10.35
Clark's Tool & Equipment	141105	\$ 22.50
Conrad Fire Equipment Inc	480384	\$ 119.72
Conrad Fire Equipment Inc	480540	\$ 293.13
Conrad Fire Equipment Inc	480798	\$ 702.50
Construction Group Int LLC	G-12088.04	\$ 885.00
Crescent Parts & Equipment	3475606-00	\$ 18.86
Crescent Parts & Equipment	3475724-00	\$ 49.08
Crow-Burlingame Co	00720038369	\$ 47.71
Crow-Burlingame Co	00720038380	\$ 22.90
Crow-Burlingame Co	00720038430	\$ 82.36
Crow-Burlingame Co	00720038440	\$ 24.96
Crow-Burlingame Co	00720038471	\$ 4.39
Crow-Burlingame Co	00720038486	\$ 4.39
Crow-Burlingame Co	00720038508	\$ 244.50
Crow-Burlingame Co	00720038512	\$ 71.70
Crow-Burlingame Co	00720038513	\$ 4.06
Crow-Burlingame Co	00720038514	\$ 3.90
Crow-Burlingame Co	00720038577	\$ 48.96
Crow-Burlingame Co	00720038669	\$ 25.28
Crow-Burlingame Co	00720038677	\$ 30.48
Crow-Burlingame Co	00720038693	\$ 12.50
Crow-Burlingame Co	00720038792	\$ 7.68
Crow-Burlingame Co	00720038811	\$ 17.00
Crow-Burlingame Co	00720038821	\$ 4.06
Crow-Burlingame Co	00720038853	\$ 20.00
Crow-Burlingame Co	00720038854	\$ 127.50
Crow-Burlingame Co	00720038910	\$ 4.39
Crow-Burlingame Co	00720038918	\$ 17.38
Crow-Burlingame Co	00720038919	\$ (127.50)
Crow-Burlingame Co	00720038926	\$ 63.02
Crow-Burlingame Co	00720038937	\$ 8.16
Crow-Burlingame Co	00720038947	\$ 6.00
Crow-Burlingame Co	00720038948	\$ 9.50
Crow-Burlingame Co	00720038955	\$ 256.00
Crow-Burlingame Co	00720038959	\$ (36.00)
Crow-Burlingame Co	00720038970	\$ 1.96
Crow-Burlingame Co	00720038991	\$ 12.48
Crow-Burlingame Co	00720038993	\$ 147.75
Crow-Burlingame Co	00720039069	\$ 24.75

**City of Sedalia
Department Bills 12-17-2012**

Vendor Name	Invoice Number	Amount
Crow-Burlingame Co	00720039071	\$ 9.34
Crow-Burlingame Co	00720039080	\$ 501.02
Crow-Burlingame Co	00720039099	\$ (16.49)
Crow-Burlingame Co	00720039100	\$ 16.49
Crow-Burlingame Co	00720039101	\$ (102.46)
Crow-Burlingame Co	00720039210	\$ 18.00
Crow-Burlingame Co	00720039231	\$ 12.51
Crow-Burlingame Co	00720039261	\$ 3.58
Crow-Burlingame Co	00720039274	\$ 6.89
Crow-Burlingame Co	00720039280	\$ (4.06)
Crow-Burlingame Co	00720039281	\$ 107.99
Crow-Burlingame Co	00720039347	\$ 97.51
Crow-Burlingame Co	00720039434	\$ 3.10
Crow-Burlingame Co	00720039446	\$ 4.06
Crow-Burlingame Co	00720039447	\$ 22.80
Crow-Burlingame Co	00720039448	\$ 4.70
Crow-Burlingame Co	00720039471	\$ 20.50
Crow-Burlingame Co	00720039490	\$ 125.46
Crow-Burlingame Co	00720039550	\$ 70.00
Cummins Mid-South Llc	023-22019	\$ 146.83
D C Battery Inc	065984	\$ 139.00
D C Battery Inc	066091	\$ 780.00
Dell Marketing LP	XFXN5D1K7	\$ 71.72
Dell Marketing LP	XJ1TD86R3	\$ 119.00
Dell Marketing LP	XJ1TJXXJ9	\$ 396.12
Dell Marketing LP	XJ1TRFT22	\$ 527.20
Don Sattler	1212	\$ 486.00
Don's Truck Towing & Truck Wash Inc	113417	\$ 2,676.60
Dugan Glass & Door Inc	91293	\$ 20.00
Elaine Horn	1212	\$ 647.50
Empire District	1212-13	\$ 800.11
Empire District	1212-17A	\$ 171.79
Empire District	1212-19A	\$ 68.78
Empire District	1212-19B	\$ 79.36
Empire District	1212-61	\$ 1,180.95
Empire District	1212-61A	\$ 388.21
Empire District	1212-61B	\$ 25.00
Empire District	1212-61N	\$ 61.05
Engineering Surveys & Services	ESS049779	\$ 64.00
Engineering Surveys & Services	ESS049780	\$ 61.00
Environmental Products & Acc Llc	207138	\$ 149.77
Family Medicine Associates Pc	1212	\$ 500.85
Fastenal Company	134610	\$ 56.70

**City of Sedalia
Department Bills 12-17-2012**

Vendor Name	Invoice Number	Amount
Fastenal Company	MOSED134458	\$ 209.49
Fire Master Fire Equipment Inc	91943	\$ 6,024.36
Fischer Concrete Service Inc	5219	\$ 216.27
Fischer Concrete Service Inc	5220	\$ 507.47
Fischer Concrete Service Inc	5221	\$ 96.12
Fischer Concrete Service Inc	5222	\$ 70.00
Foley Industries	0044148	\$ (105.25)
Foley Industries	0480267	\$ 5,415.58
Foley Industries	0480268	\$ 207.90
Foley Industries	1187277	\$ 52.81
Foley Industries	1192239	\$ 66.10
Foley Industries	1192240	\$ 2.09
Forest Park Lawn & Garden Inc	8941	\$ 220.00
Forklifts Of Central Missouri Inc	S0010078	\$ 1,065.58
Forklifts Of Central Missouri Inc	S0010406	\$ 166.78
Fort Bend Services Inc	0178427	\$ 2,119.50
Galls LLC	000204846	\$ 48.71
GE Money Bank	000644	\$ 43.96
GE Money Bank	002220	\$ 26.92
GE Money Bank	004223	\$ 170.76
GE Money Bank	008271	\$ 18.99
Hach Company	8039713	\$ 253.05
Hall Signs Inc	279123	\$ 558.60
Hall Signs Inc	279183	\$ 126.55
Hillyard - Columbia	600479977	\$ 316.90
Hillyard - Columbia	600484978	\$ 39.20
Hillyard - Columbia	600494497	\$ 299.79
Huber & Associates Inc	57425-9214	\$ 1,578.31
IBT Inc.	5954864	\$ 8.40
IDVilife	2481357	\$ 2,716.93
Impact Sign & Lighting Co Inc	6418	\$ 80.00
Impact Sign & Lighting Co Inc	6429	\$ 55.00
Independent Salt Company	0092424	\$ 10,606.73
Jamie Bethel	1212	\$ 58.07
JCI Industries Inc	8060106	\$ 572.10
JCI Industries Inc	8060538	\$ 290.10
Jeff Luebbering	5867	\$ 175.00
John E Reid & Associates	136283	\$ 1,260.00
John Evans	1212	\$ 58.46
John Simmons	1212	\$ 55.50
KCP&L	1212-11	\$ 22.49
KCP&L	1212-11B	\$ 543.42
KCP&L	1212-11C	\$ 135.65

**City of Sedalia
Department Bills 12-17-2012**

Vendor Name	Invoice Number	Amount
KCP&L	1212-11D	\$ 28.55
KCP&L	1212-11E	\$ 19.25
KCP&L	1212-11F	\$ 17.28
KCP&L	1212-17A	\$ 186.68
KCP&L	1212-19A	\$ 78.67
KCP&L	1212-61	\$ 2,627.91
KCP&L	1212-61D	\$ 30.93
KCP&L	1212-61G	\$ 82.82
Key Hydraulics	12-25946	\$ 6.90
Key Hydraulics	12-26018	\$ 11.33
Language Line Services	3068984	\$ 3.56
Lea's Truck Service Llc	4849px	\$ 117.50
Lubrication Engineers Inc	209072	\$ 406.35
Lynn Peavey Company	266394	\$ 37.45
Manny Rodriguez	1212	\$ 20.00
Manny Rodriguez	1212A	\$ 35.00
Mastercard Bankcard Center	1212-Beck	\$ 1,248.66
Mastercard Bankcard Center	1212-Edwards	\$ 88.94
Mastercard Bankcard Center	1212-Evans	\$ 94.57
Mastercard Bankcard Center	1212-Hendricks	\$ 994.55
Mastercard Bankcard Center	1212-Horn	\$ 10.00
Mastercard Bankcard Center	1212-Rice	\$ 35.06
Mastercard Bankcard Center	1212-Richarson	\$ 89.99
Mastercard Bankcard Center	1212-Simmons	\$ 37.85
Mastercard Bankcard Center	1212-Ward	\$ 127.39
Mastercard Bankcard Center	1212-Woolery	\$ 324.48
Menards - Sedalia	8284	\$ 49.50
Midland Oil Company Inc	000205787	\$ 23,268.40
Midland Printing Company	75848	\$ 86.50
Midwest Computech-Sedalia	54752	\$ 3,261.80
Midwest Computech-Sedalia	54974	\$ 458.82
Midwest Computech-Sedalia	55042	\$ 3,261.80
Midwest Laboratories Inc	667868	\$ 296.68
Missouri Association Of Fire Chiefs	1212	\$ 150.00
Missouri City/County Management Assoc.	1212	\$ 100.00
Missouri Department Of Revenue	1212	\$ 36.75
Missouri One Call System Inc.	2110312	\$ 209.30
Missouri Peace Officer'S Assoc	1212	\$ 15.00
Mitchell1	15046091	\$ 191.44
Moperm	121361	\$ 228,947.00
MTC Of Warrensburg Inc	25762	\$ 90.00
Mu Vet Med Diag Lab	97745	\$ 92.00
Municipal Sales Inc	ARL522	\$ 18,755.75

**City of Sedalia
Department Bills 12-17-2012**

Vendor Name	Invoice Number	Amount
NAPA Of Sedalia Genuine Parts Company	311271	\$ 13.53
Northeas Wisconsin Technical College	SFT0000069299	\$ 525.00
Nuway Concrete Forms Central	351848	\$ 370.00
OCM LLC	1212	\$ 84.97
O'Reilly Automotive Inc.	138188	\$ 30.00
O'Reilly Automotive Inc.	175151	\$ 22.50
O'Reilly Automotive Inc.	0114-133526	\$ 17.99
O'Reilly Automotive Inc.	0114-133556	\$ (17.99)
O'Reilly Automotive Inc.	0114-136077	\$ 55.79
O'Reilly Automotive Inc.	0114-136220	\$ 59.92
O'Reilly Automotive Inc.	0114-139399	\$ 3.99
O'Reilly Automotive Inc.	0114-140485	\$ 12.99
Otten Small Engine Service	98658	\$ 22.00
Peckham & Wright Architects Inc.	3	\$ 2,200.00
Peckham & Wright Architects Inc.	3A	\$ 16,731.00
Phillips Auto Electric Inc	46819	\$ 168.24
Printlynx	98169	\$ 18.00
Printlynx	98200	\$ 157.37
Printlynx	98205	\$ 128.39
Qscend Technologies Inc	5326	\$ 375.00
Quicksilver Water	682654	\$ 7.00
Quicksilver Water	682666	\$ 21.00
Quicksilver Water	682968	\$ 46.25
Rac-Jac Properties	1212	\$ 313.87
Rejis Commission	0025916	\$ 25.00
Rick Ball Ford - Sedalia	129401	\$ 287.48
Ricoh USA Inc	1037052340	\$ 169.92
Ricoh USA Inc	1037084770	\$ 45.45
Ricoh USA Inc	5024291040	\$ 66.34
Ricoh USA Inc	5024308707	\$ 52.12
Schilby's Auto Service	27101	\$ 49.95
Schilby's Auto Service	27377	\$ 49.95
Scott's Upholstery	1212	\$ 100.00
Sedalia Democrat	63723	\$ 7.80
Sedalia Democrat	88862	\$ 125.50
Sedalia Democrat	89011	\$ 31.75
Sedalia Democrat	89084	\$ 72.38
Sedalia Rental & Supply	139588	\$ 36.00
Sedalia Rental & Supply	139859	\$ 97.50
Sedalia Retail Llc	1212	\$ 12,416.28
Sedalia Steel & Wire Company	4599	\$ 4.30
Septagon Construction Managment Inc	13-014	\$ 15,115.91
Smith Paper & Janitor Supply	546304	\$ 48.40

**City of Sedalia
Department Bills 12-17-2012**

Vendor Name	Invoice Number	Amount
Smith Paper & Janitor Supply	546583	\$ 210.70
Smith Paper & Janitor Supply	546842	\$ 94.60
Smith Paper & Janitor Supply	547011	\$ 107.30
Smith Paper & Janitor Supply	547071	\$ 283.58
Smith Paper & Janitor Supply	547084	\$ 96.50
Smith Paper & Janitor Supply	547085	\$ 46.55
Smith Paper & Janitor Supply	547092	\$ 66.54
Smith Paper & Janitor Supply	547306	\$ 63.00
Smith Signs	7120	\$ 470.00
Sonequity Pest Management	101751	\$ 67.00
Sonequity Pest Management	101881	\$ 67.00
Sonequity Pest Management	102071	\$ 67.00
Sonequity Pest Management	102092	\$ 50.00
Staples Business Advantage	3185989092	\$ 5.32
Staples Business Advantage	3185989093	\$ 24.72
Staples Business Advantage	3185989094	\$ 120.33
Staples Business Advantage	3186383253	\$ 47.71
Staples Business Advantage	3186383254	\$ 38.16
Staples Business Advantage	3186686794	\$ 333.20
Staples Business Advantage	3187437800	\$ 77.63
Staples Business Advantage	3187437801	\$ 21.48
Staples Business Advantage	3187437802	\$ 39.12
Stericycle Inc.	4003806367	\$ 34.85
Stewart-Amos Equipment Co	272075	\$ 962.77
Stone Laser Imaging	1212	\$ 35.00
Taser International	1305544	\$ 2,618.65
The Gehm Corporation	2661	\$ 1,240.00
The Ups Store	2472	\$ 25.83
The Ups Store	2492	\$ 10.10
Tim's Tree Service Llc	2967	\$ 500.00
Tim's Tree Service Llc	2968	\$ 500.00
Tim's Tree Service Llc	2973	\$ 200.00
Tire Centers Llc	6500123667	\$ 51.27
Tire Centers Llc	6500123947	\$ 194.95
Tire Centers Llc	6500124279	\$ 286.44
Tire Centers Llc	6500124287	\$ 33.04
Today's Distributor	4575	\$ 1,680.00
Today's Distributor	4646	\$ 1,680.00
Today's Distributor	4705	\$ 2,100.00
Today's Distributor	5002	\$ 1,680.00
Towers Fire Apparatus Co Inc	89360	\$ 162.96
Towers Fire Apparatus Co Inc	89372	\$ 488.34
Townsquare Media of Sedalia MO	935-00009-0000	\$ 239.00

**City of Sedalia
Department Bills 12-17-2012**

Vendor Name	Invoice Number	Amount
Tractor Supply Credit Plan	40620	\$ 213.84
Tractor Supply Credit Plan	70642	\$ 23.36
Tractor Supply Credit Plan	71193	\$ 182.97
Tractor Supply Credit Plan	72123	\$ 107.94
Trans-Central Suppliers Inc	0214639	\$ 87.45
Trans-Central Suppliers Inc	0214716	\$ 250.00
Trans-Central Suppliers Inc	0214717	\$ 84.00
Trans-Central Suppliers Inc	0214811	\$ 62.00
Trans-Central Suppliers Inc	0214812	\$ 104.00
Trans-Central Suppliers Inc	0214848	\$ 77.83
Trans-Central Suppliers Inc	0214942	\$ 241.25
Trans-Central Suppliers Inc	0214972	\$ 241.25
Trans-Central Suppliers Inc	0214976	\$ 24.52
Unifirst Corporation	2723290	\$ 36.41
United Rotary Brush Corp	CI136881	\$ 280.30
University Of Mo Health Care	EC2654	\$ 50.00
University Of Mo Health Care	EC2655	\$ 112.50
Usa Bluebook	820634	\$ 215.00
Viking-Cives Midwest Inc	60774	\$ 4,405.00
Warehouse Tire & Muffler	33599	\$ 12.00
WCA Waste Systems Inc.	6509	\$ 26,832.49
WCA Waste Systems Inc.	6516	\$ 970.58
Western Extralite Company	S4609332-001	\$ 29.92
Westlakes Hardware	1291210	\$ 15.97
Westlakes Hardware	1291214	\$ 11.99
Westlakes Hardware	1291260	\$ 9.76
Westlakes Hardware	1291268	\$ 62.92
Westlakes Hardware	1291309	\$ 11.59
Westlakes Hardware	1291348	\$ 7.96
Westlakes Hardware	1291410	\$ 25.96
Westlakes Hardware	1291440	\$ 35.98
Westlakes Hardware	1291466	\$ 25.82
Westlakes Hardware	1291482	\$ 15.12
Westlakes Hardware	1291592	\$ 72.94
Westlakes Hardware	1291606	\$ 31.97
Westlakes Hardware	1291626	\$ 9.98
Westlakes Hardware	1291662	\$ 0.45
Westlakes Hardware	1291736	\$ 6.78
Westlakes Hardware	1291853	\$ 53.47
Westlakes Hardware	1291877	\$ 55.46
Westlakes Hardware	1291887	\$ 12.67
Westlakes Hardware	1291898	\$ 16.58
Westlakes Hardware	1291900	\$ 4.67

City of Sedalia
Department Bills 12-17-2012

Vendor Name	Invoice Number	Amount
Westlakes Hardware	1291901	\$ 7.99
Westlakes Hardware	1291905	\$ 4.00
Woods Super Market	2	\$ 26.14
Woods Super Market	12	\$ 9.95
Woods Super Market	114	\$ 17.45
Woods Super Market	173	\$ 35.16
Woods Super Market	425	\$ 3.59
World Wide Technology Inc	3012879	\$ 2,402.75
Zee Medical Inc	0021398167	\$ 90.85
Total Invoices To Be Paid		<u>\$ 511,193.77</u>