

AGENDA
CITY OF CENTRALIA, MISSOURI
Board of Aldermen
Regular Meeting
Monday, December 17, 2012
7:00 P.M.
City Hall Council Chambers

- I. ROLL CALL
- II. PLEDGE OF ALLEGIANCE
- III. CONSENT AGENDA (Approved as a group unless separated by request of one or more Aldermen)
 - A. Minutes of Prior Meetings
 - B. Minutes of Public Works and Public Utilities Committee Meeting
 - C. Minutes of General Government Committee Meeting
 - D. Reports
 - 1. Treasurer's & Collector's Reports
 - 2. Activity Reports
- IV. ACCOUNTS PAYABLE OVER \$1,250
- V. COMMENTS FROM CITIZENS
- VI. Economic Development Report
- VII. Presentations of GIS Proposals
 - A. Tri-state Engineering
 - B. Midland GIS
- VIII. PUBLIC HEARINGS- None Scheduled
- IX. ACTION AGENDA
 - A. Finance - None Scheduled
 - B. Permits and Licenses-None Scheduled
 - C. Legal -
 - 1. Approving Final Plat of Cobblestone Lake Estates Plat 2 Subdivision-Ordinance
Bill No. _____ Ordinance No. _____
 - 2. Calling for April Municipal Election-Ordinance
Bill No. _____ Ordinance No. _____
 - D. Purchasing -
 - 1. Chipper
 - 2. Maintenance Agreement on Water Testing Equipment-Hach Service
Partnership-Ordinance
Bill No. _____ Ordinance No. _____
 - 3. Copper Water Pipe
 - 4. Contract for Subscription to Grant Data Base-eCivis-Ordinance
Bill No. _____ Ordinance No. _____
- X. OLD BUSINESS
- XI. NEW BUSINESS
 - A. Mayor
 - 1. Appointments
 - B. Aldermen
 - C. City Administrator
 - D. City Attorney
 - E. City Clerk
- XII. AS MAY ARISE
- XIII. Closed Session*
- XIV. Return to Open Session
- XV. ADJOURN

*During the meeting, the Board of Aldermen may elect to go into closed session and hold a closed vote, and the

purposes of such closed session and closed vote shall be (1) preparation, including any discussions or work product, on behalf of the City of Centralia or its representatives for negotiation with an employee group, as provided for under Section 610.021 (9) of the Revised Statutes of Missouri.

\\LYNN\ARCIVE12\AGENDA3.1212

Mayor Grenke called the regular meeting to order at 7:03 p.m.

Roll Call: Aldermen Jon Angell, Don Bormann, David Wilkins, Landon Magley, and Catherine Simmons answered roll call.

Absent: Alderman Farris Sanders

Also present were City Administrator Lynn P. Behrns, City Attorney Merritt Beck, Police Chief Larry Dudgeon, James Smith with the Centralia Fireside Guard, several members of the Centralia High School teaching and coaching staff, and members of the Centralia High School Volleyball team, Cheerleading squad, and Softball team.

Pledge of Allegiance:

Mayor Grenke led everyone in the pledge of allegiance.

Mayoral Proclamations:

Mayor Grenke announced that all of the Centralia teams did an outstanding job, and it was his honor to present them with their proclamations in acknowledge of that.

Mayor Grenke read and presented a Proclamation to the Centralia High School Cheerleading Coach Rebecca Kropf and Squad for placing 2nd in the Class 2 Championship Finals.

Mayor Grenke read and presented a Proclamation to the Centralia High School Volleyball Coach and team for placing 2nd in the Class 2, District 6 Championship Finals.

Mayor Grenke read and presented a Proclamation to the Centralia High School Football Coach Earl Bennett for placing 2nd in the Class 3, District 6 Championship Finals.

Mayor Grenke read and presented a Proclamation to the Centralia High State Championship Softball Coaches Jill Angell and Elizabeth Bostick and Team for placing 1st in the State Championships, and earning back-to-back State titles.

After presenting the proclamation to the Softball team, Grenke announced that MODOT can update the Softball State Championship signs currently on the city limit signs to include the 2011 & 2012 championship titles. There will be a cost for updating them, but it will be considerably less than the original signs.

Mayor Grenke announced that the meeting would be moved from the City Hall Community Room to the Council Chambers at 7:15 p.m.

CONSENT AGENDA:

Mayor Grenke asked for approval of the Consent Agenda in its entirety or any items to be pulled for comment or correction.

CONSENT AGENDA:

- A. Minutes of Prior Meeting
 - B. Minutes of Public Works and Public Utilities Committee Meeting
 - C. Minutes of General Government Committee Meeting
 - D. Minutes of Technical Advisory Committee Meeting
- Reports
1. Treasurer's & Collector's Reports
 2. Activity Reports
 - 3.

Motion was made by Alderman Bormann to accept the consent agenda in its entirety. Alderman Wilkins seconded the motion. On a call by the Mayor for ayes and nays, the motion passed unanimously.

**City of Centralia
Board Minutes – November 19, 2012**

Accounts Payable over \$1250 was presented in the amount of \$256,127.62 as follows:

**ACCOUNTS PAYABLE OVER \$1250
NOVEMBER 19, 2012**

Ameren Energy Marketing (Wholesale Electric)	\$ 108,632.94
Arkansas Electric (Primary Wire)	\$ 4,440.67
Armor Equipment (25 Poly Carts)	\$ 1,650.00
ASPLUNDH (tree trimming /chipper)	\$ 3,465.45
Boone Quarries (Base Rock \$1945.24 Clean Rock \$2270.30)	\$ 4,215.54
Braik Brothers (Tub Grinding Brush Pit)	\$ 2,600.00
Butler Supply (Electric dept supplies)	\$ 2,020.81
Christensen Asphalt (Hot & Cold Mix Asphalt)	\$ 1,688.91
City of Columbia (October Landfill Charges)	\$ 7,509.18
CUSI (Annual Maintenance Tech Support)	\$ 1,850.00
Hardesty Construction (Final Cemetery Mowing Payment for 2012 season)	\$ 2,525.00
HD Supply Waterworks (2-Way Hydrants \$2868.44)	\$ 4,222.44
Mark Robertson (Progress Payment Cemetery Survey)	\$ 2,185.00
MFA Oil (Fuel)	\$ 8,108.62
MJMEUC (Prairie State Charges)	\$ 53,485.00
Nebraska Irrigation (Power Primer Sims Irrigation Pump house)	\$ 2,346.37
Records Management (Annual Software \$1150.00)	\$ 1,325.00
Solomena Whitehead (Demolition Incentive Contract)	\$ 1,500.00
Sullivan Publications (Update # 12* 9/12 \$1790.)	\$ 1,970.00
Water & Sewer Supply (Water Dept Supplies)	\$ 18,462.39
Whalen (R Kilbourn*R Cooley*R Williams & Stone Rep)	\$ 1,275.00
TOTAL	\$ 235,478.32
ADDED TODAY	
Ameren (transmission Charges)	\$ 14,289.30
Auto Owners Insurance (Inland Marine Ins)	\$ 6,360.00
TOTAL	\$ 20,649.30
GRAND TOTAL	\$ 256,127.62

Alderman Simmons made the motion to approve the Accounts Payable over \$1250 in the amount of \$256,127.62. Alderman Wilkins seconded the motion. On a call by the Mayor for ayes and nays, the motion passed unanimously.

COMMENTS FROM CITIZENS:

Comments from Citizens was opened at 7:22 p.m. by Mayor Grenke.

Hearing no comments, Comments from Citizens was closed at 7:23 p.m. by Mayor Grenke.

Public Hearing: None Scheduled

Finance: None Scheduled

**City of Centralia
Board Minutes – November 19, 2012**

Permits and Licenses: None Scheduled

Legal:

ORDINANCE: Amending Previous Ordinances to Correct Typographic Errors in Adoption of Building Codes

Beck noted that Sullivan & sons noticed some technical corrections that should be made to the City Code and brought it to his attention, resulting in the following two ordinances.

Alderman Bormann presented a bill marked and designated as bill no. 2637 to create an ordinance entitled “AN ORDINANCE TO AMEND CENTRALIA CITY CODE SECTIONS 5-29, 5-37 AND 5-40 CONCERNING TECHNICAL CORRECTIONS TO CERTAIN BUILDING CODES” Alderman Bormann moved that it be placed on its first reading by title only. Before the bill was introduced copies of the bill were made available for public inspection. Motion was seconded by Alderman Wilkins and motion carried unanimously. The bill was then read by title only. Alderman Bormann moved the bill be placed on its second reading. Motion was seconded by Alderman Wilkins and motion carried unanimously. The bill was then read the second time by title only. The Mayor then called for discussion on the bill and after some discussion Alderman Bormann moved the final passage of the bill. Alderman Wilkins seconded the motion. The Mayor called for a roll call vote and the ordinance passed with the following vote. Aldermen voting FOR: Angell, Bormann, Magley, Simmons, and Wilkins. Voting AGAINST: None. The Mayor declared the bill passed and thereupon signed the same as passed. The bill was approved by the Mayor and signed by the Mayor as approved and was returned to the City Clerk who attested to the signature of the Mayor, affixed the city seal and the Ordinance was designated as Ordinance 2707.

ORDINANCE: Repealing Paragraph 3 of Subsection 3-7 of the Centralia City Code

Alderman Simmons presented a bill marked and designated as bill no. 2638 to create an ordinance entitled “AN ORDINANCE TO REPEAL PARAGRAPH 3 OF SUBSECTION 3-7 OF THE CENTRALIA CITY CODE.” Alderman Simmons moved that it be placed on its first reading by title only. Before the bill was introduced copies of the bill were made available for public inspection. Motion was seconded by Alderman Wilkins and motion carried unanimously. The bill was then read by title only. Alderman Simmons moved the bill be placed on its second reading. Motion was seconded by Alderman Wilkins and motion carried unanimously. The bill was then read the second time by title only. The Mayor then called for discussion on the bill and after some discussion Alderman Simmons moved the final passage of the bill. Alderman Wilkins seconded the motion. The Mayor called for a roll call vote and the ordinance passed with the following vote. Aldermen voting FOR: Angell, Bormann, Magley, Simmons, and Wilkins. Voting AGAINST: None. The Mayor declared the bill passed and thereupon signed the same as passed. The bill was approved by the Mayor and signed by the Mayor as approved and was returned to the City Clerk who attested to the signature of the Mayor, affixed the city seal and the Ordinance was designated as Ordinance 2708.

PURCHASING:

Heater(s) for Street Shop

Bids for replacement of shop heaters at the street barn were presented as follows:

<u>Bidder</u>	<u>1 Heater</u>	<u>2 Heaters</u>
Hancock Heating	\$1400	\$2800
Browns Heating	\$1758.33	\$3516.66
Harper Mechanical	\$2100	\$4200

Behrns reported that after reviewing the situation at the street barn, there is currently a matched set of heaters and would suggest that we buy both replacement heaters this year as the budget will allow for the purchase. Alderman Magley questioned what kind of heater is being used. Behrns gave a description of the type of heater, and noted that the quotes for the new heaters are rated with a slightly higher efficiency than the heaters there now. The heaters are going on 32 years old and cost as much if not more to repair than to replace.

**City of Centralia
Board Minutes – November 19, 2012**

Magley asked about changing from an infrared to a different heat source. There was some discussion regarding changing to a different kind of heater. Council decision was to get quotes for changing the heating system and setting pros and cons of changing with the information to be presented at the Public Works and Public Utilities meeting in two weeks.

There was no action taken on to purchase at this time.

Purchase of Pad-mount and Pole-mount Transformers

Bids for 10 25kVA 120/240 Volt pad-mount transformers were presented as follows:

<u>Bidder</u>	<u>Each</u>	<u>Extend (10)</u>
HD Supply	\$1505	\$15050
Arkansas Electric	\$1160	\$11600
Fletcher/Reinhardt	\$1413	\$14130
WESCO	\$1675	\$16750

Staff recommendation was to order 10 Pad-mount 25kVA 120/240 Volt pad-mount transformers in the amount of \$11,600 from Arkansas Electric.

Alderman Bormann made a motion to purchase 10 - 25kVA 120/240 Volt pad-mount transformers in the amount of \$11,600 from Arkansas Electric. The motion was seconded by Alderman Wilkins. On a call by the Mayor for ayes and nays, the motion passed unanimously.

Bids for 5 - 25kVA Conventional and 5 - 25kVA CSP Pole-mount transformers were presented as follows:

<u>Bidder</u>	<u>Each</u>	<u>Extend (10)</u>
Solomon Corp.		
Conventional	\$522	\$2610
CSP	\$567	\$2835
Total from Solomon		\$5445
T&R Electric		
Conventional	\$425	\$2125
CSP	\$425	\$2125
Total from T&R Electric		\$4250

Staff recommendation was to order 5-25kVA Conventional and 5-25kVA CSP Pole-mount transformers in the amount of \$4250 from T&R Electric.

Alderman Wilkins made a motion to purchase 5-25kVA Conventional and 5-25kVA CSP Pole-mount transformers in the amount of \$4250 from T&R Electric. The motion was seconded by Alderman Bormann. On a call by the Mayor for ayes and nays, the motion passed unanimously.

OLD BUSINESS: None

NEW BUSINESS:

Mayor:

Mayor Grenke read email from Nathan Chitwood commending the efforts of the Centralia Police Department, specifically Chief Dudgeon, for continued support to the Centralia High School. Grenke extended congratulations to the CPD and Chief Dudgeon for the great work in law enforcement they are doing for the community.

Appointments: None

Aldermen: None

**City of Centralia
Board Minutes – November 19, 2012**

City Administrator:

Behrns mentioned that MODOT will update the individual softball state championship signs on the city limit signs for \$180 per sign. There are 5 signs on the highway entrances into town. There was some discussion regarding how long it would take to receive the updated signs.

Behrns updated that the EEZ application has been submitted but he has not heard anything back last week or this morning. He noted that he doesn't have an update by the end of the week he will call on Monday to check on status.

City Attorney: None

City Clerk: None

As May Arise:

Alderman Simmons announced that the next CREDI meeting will be held on November 27, 2012, and will feature several guest speakers. The meeting will be held at the Boone County Commission building at 6:00 p.m. and the public is invited to attend.

Alderman Magley asked if a court date had been set for Clifford Delarosa. Behrns reported that he does have letters ready to go out with a court date of December 5, 2012, at 1:00 p.m., but still needs some additional information from the recorders office. Some discussion was held regarding methods to find the required information.

Mayor Grenke mentioned that he thought Behrns had noted during the previous General Government and Public Safety meeting that Ginny Zoellers would be present at this meeting with a Chamber of Commerce update.

There being no further business to discuss, Alderman Wilkins made the motion to adjourn the meeting. Alderman Simmons seconded the motion. On a call by the Mayor for ayes and nays the motion carried unanimously.

Meeting adjourned at 7:50 p.m.



Heather Lockett, City Clerk

Minutes of the Public Works and Public Utilities Committee for Monday, December 3, 2012.

The meeting was called to order by Alderman Bormann at 7:00 p.m. Present were Mayor Grenke, Aldermen Sanders, Simmons, and Magley. Also attending were Lynn Behrns, Mike Forsee, Phil Hoffman, Mark Mustain, Don Bobbitt, Evelyn Robertson, Police Chief Dudgeon, and James Smith.

Those present participated in the Pledge of Allegiance.

Comments for Citizens

There were no citizen comments.

Electric Department

Committee reviewed the activity report and future work schedule for the Electric Department.

Mustain presented a bid tabulation and data sheets for purchase of a replacement wood chipper. The lowest bid was from Altec for a demonstration machine which had been loaned to the City for inspection. Mustain told the committee that it was a good machine and that he had no problem accepting a machine with 20 hours of use. Altec has been the vender for several of the City's bucket trucks. Their machine is available at \$23,250.00 (well below the \$35,000 projected in the budget.) The present chipper is more than 20 years old and has 2,500 hours on it. Magley asked if Altec would take credit for a trade-in. Mustain said that Altec had not historically been generous in that respect. Mustain suggested the City would get better return for an advertisement in the local papers. Sanders said he was skeptical about the need for replacement at this time. The actual purchase of a chipper will be on the agenda for the regular Board meeting.

City GIS Program

Behrns reported that he had done further checking on alternatives for a GIS program. One option had been through the Mid-Missouri Regional Planning Commission. They regular do mapping projects for cities and counties and have recently been assisting Ashland with setting up GIS for their water system. The actual field work has been done by a contracted engineering firm at \$1,200 per day. The data is entered into ARC GIS by the RPC, which then creates and prints the maps. Ashland is the first city to be a customer. They do not have their own software and are presently relying on the RPC to print maps. Fortunately, the RPC has its office in Ashland. Behrns also consulted with Alderman Wilkins, who was leery of open source software and cautioned against its use. Of regular venders, Midland seems to have the best reputation in our area, having a great number of cities and counties as current customers. Their methods are highly accurate. An early proposal from Midland was used last spring to develop a budget benchmark of \$78,200. Their current quotation is \$78,508 for implementing an initial system for the water, sewer and electric utilities. Sanders asked why the system was needed now and why not choose the lowest cost system? Committee members engaged in an extended discussion on the value of GIS generally, and of the value of high accuracy (locations within 1/10 foot). The open-source alternative promoted by Tristate Engineering of Joplin puts forth a variety of accuracy levels, with greater accuracy requiring more expensive equipment. The final product will depend on the training and skills of the City employees who would be tasked with the field work. Open source software has no one responsible for future support and technical backup. Sanders wanted to know the cost of the TSE proposal. Behrns said he did not have clear figures because the greatest cost is in labor and he could not project the time needed for field work and training. Additionally, staff is stretched thin with their present duties and the project would likely drag out for some long time.

Alderman Angell arrived.

After more discussion, Bormann said he favored using Midland GIS. He, too, was aware Midland's good reputation. Forsee cited circumstances where GIS would be a time saver for finding valves in bad weather conditions. He noted that much knowledge of the utility systems vanished when Howard Burton died—witness the unknown 4" water line which broken last month. Simmons said she was willing to go with Midland. Angell said he was leaning in the same direction. In the end, Behrns was instructed to invite both principal vendors to the regular board meeting to investigate the options further.

Water and Sewer Department

Committee reviewed the activity report and future work schedule for the Water and Sewer Department. Forsee told the committee that 20 meters needed to be reread last month. In the preceding months, the number had dropped as low as 10 to 11. He will examine whether there is a significant savings if he makes a big order before the price increases at the end of the year. If so, it will be an item on the regular Board agenda.

Behrns noted that the NPDES permit for discharge of backwash water at the water treatment plant will expire next year. Forsee and Randy Adams think that staff can handle the applications for permit renewal without needing help from a consulting engineer.

Forsee noted that he needed a renewal of the contract between the City and Hack, Inc. for maintenance on numerous pieces of testing and control equipment. These items presently keep the City from need to have personnel at the water plant at all times. An ordinance for approval of the contract will be on the Board agenda.

The new pickup truck is in and waiting for a bed liner to be installed. Delivery should be next week.

Streets and Sanitation

Committee reviewed the activity report and future work schedule for the Street and Sanitation Departments.

Hoffman said that the crew was still doing regular street sweeping

Committee revisited the matter of replacing heaters for the Street Shop. Hoffman has reinvestigated the use of infra-red heaters. Two of the vendors recommended against their use in our situation. They said that installation would be more expensive and make for a long payout from any fuel savings. The gas bill at the Street Shop runs about \$250 per month for gas during the four winter months. The units would be inefficient with the shop's high ceiling. Because there is a high traffic rate in and out, the heaters run frequent, although Hoffman keeps the thermostat turned down. Hoffman would like the units in the same bay to match each other. Behrns said he thought budgeting would not be affected if the City buys both now, rather than delaying one until after April. Simmons moved that City purchase two shop furnaces from Hancock Heating for a price of \$2,800. Magley seconded the motion. All members present voted aye and the motion carried.

Hoffman noted that older trash truck had been taken to the repair shop and needed a new transmission and PTO.

Simmons asked if the City had sufficient chemicals for snow and ice control. Hoffman said he had enough left over from last year for two or three storms. There is no space to make a large order now.

Budget Consideration

Behrns gave an overview of the budgets for the public utility funds for Fiscal Year 2013-24.

He suggested that there was no need for program changes and mentioned the following major expenses: A new backhoe would be acquired by the Water Fund, with their present backhoe going to the Street Department, making its machine available for trade-in. There is need of repairs and replacement of the lime sledge pump and sled. The normal transfer to the General Fund and set-asides for well and treatment plant reserves are continued, and the remaining small doors at the plant will be replaced. Reserves will also continue for plant and irrigation equipment repair/replacement. The \$35,000 budgeted for slip lining of old sewer mains may not get done before the end of the fiscal year. That amount may be carried over, with an additional \$55,000 added for the same purpose. (This is a long term project.) Funding will be set forth for consulting in the preparation of an NPDES permit application for the sewer treatment plant. The application should be submitted in 2103 at least six months before it expires in 2014. In the Electric Fund, Behrns recommends the usual transfer to the General Fund and a small amount to engage an architect or engineer for City Hall repairs and restoration—to actually be done in 2014. The only other major expenditures would be for debt service on the substation and for the depreciation reserve. The Sanitation Fund will only show the continuing closure reserve. Its un-designated fund balance will increase for a future trash truck replacement. Behrns estimates that about \$245,000 will be available by September 2013 in the Transportation Sales Tax Fund for work on Switzler and Jefferson Streets and sidewalk work.

Next week, Behrns will present his first suggestions for the General Fund budget.

As May Arise

During the next meeting, there will be a closed session to examine proposals from the employee union.

Behrns reported that a hearing concerning the Narraganset Building is still scheduled for Wednesday afternoon.

Chief Dudgeon thanked the Board members for the repair work on the Police Department roof.

Behrns was asked to get a better list of expenses on the demolition of 105 N. Allen Street.

The Committee adjourned at about 8:45 p.m.



Minutes of the General Government and Public Safety Committee meeting of Monday, December 10, 2012.

The meeting was called to order by Alderman Wilkins at 7:00 p.m. Present were Mayor Grenke, and Aldermen Magley, Angell, Sanders, and Bormann. Also attending were Lynn Behrns, Police Sergeant Bias, Fire Chief Denny Rusch, Don Bagley, Art Dollens, Henry Washington, Don Rodgers, Barry Stephens, Lorry Myers, Jim Blankenship, Jeff Grimes, Darryl Spauldin, and James Smith. Police Chief Dudgeon arrived about half way through the meeting.

Those present participated in the Pledge of Allegiance.

Comments from Citizens

Don Bagley renewed his suggestion that the City adopt a Property Maintenance Code. He said it is working well in Kirksville. The standard code is compatible with the rest of the International Building Code set. It could be adopted in an abridge version if aldermen thought some sections were unnecessary. He said that inspection could be done by the City's fire inspector to maintain local sensibilities. Bagley noted that such a code might have given the City a clearer and quicker path in dealing with situations such as the Narraganset Building. Behrns said he would get a copy for any alderman who wanted to examine it.

Art Dollens mentioned that he had presented a letter last week at the City front office. Since it was addressed to the School Board and did not ask for any City action, the City staff had not "signed for it". Behrns had suggested that Dollens come to that night's committee meeting and read it into the record. He, instead, put it as an advertisement in the newspaper. This day, he faxed a second letter to the City. Behrns had made copies for the Committee members. Mr. Dollens said that he believe the Police Department had been taking sides between Dollens and the School Board. He implied that this made the City potentially liable for illegal acts of school officials. Dollens, Bias, and Committee members engaged in a lengthy discussion about the roll of the Board of Aldermen in directing or restraining Police in the performance of their duties. Dollens did thank the aldermen for the fact that the City is now videoing Board and committee meetings. He said he wished the School Board would do the same. Dollens said he would soon come to City Hall to research the budget and expenditures of the Police Department. Behrns said that such information is already available in the City website. Dollens said he preferred to see the actual records.

Henry Washington spoke to the Committee about a complaint he had brought forward concerning "hate crimes" perpetrated against his son at the high school. He said he would soon be back to request a report on progress of the investigation. [After the meeting, Behrns learned that the incidents had occurred more than five years ago.]

City Prosecutor

No report.

Police Department

Bias presented the report of November activities and calls for the Police Department. The Committee had no questions.

Fire Department

Fire Chief Rusch presented a report of November activities of the Fire Department. Rusch said that only a few work items remain for repairs and improvements on the main fire station.



Emergency Management

Behrns noted that the Zim Schwartze had taken a position as director of Springfield's 911 Center. This means the City should now appoint another person to be the City's Emergency Management Director, as required by State law. Behrns recommended that the Mayor consider appointing Scott Olsen, who is already the EM Director for Boone County. Mayor Grenke can take that action at the regular Board meeting.

Protective Inspection

The agenda packet had included a letter from Jackie Hoskins offering suggestions about the demolition incentive program. The Committee discussed the program and decided not to increase the tentative budget allocation of \$7,500 (repeating the last two years). This equates to five demolitions of dangerous or potentially dangerous houses. They were open to the idea of targeting some of the contracts for sites where an owner was removing a house and replacing it with a new structure within a short period of time. They delayed a final determination of what the balance should be between replacement houses and old houses which had been designated as "dangerous structures".

The hearing concerning the Narraganset Building was held as scheduled. The Mayor will be making a finding soon.

Behrns had a meeting with Newton Davis, Jr. Concerning the dangerous structure notice on his business building at Allen Street and Railroad. He is weighing repair options against sale of the building. Behrns will be talking to Davis again soon.

As requested, Behrns presented a list of expenses for the demolition of the building at 105 N. Allen. Total cash cost was \$62,833 to date. Behrns amended the page title from the version in the first committee agenda packet to specifically show that the total is only for actual cash costs. The City has spent more than \$4,000 in employee salaries and equipment for in-kind work on the project. Some additional expense for masonry work and sealing paint remains.

Economic Development

CREDI Board members were present and presented a letter asking for City financial support of their organization. They are trying to find a regular contact location and staffing to meet goals for business attraction and support. They envision a contract for services, paralleling that for the Chamber of Commerce. The Chamber contract has been in place for more than twenty years and is rather broad. It will be coming up for renewal this spring and requires that the Chamber show they have raised matching funds. CREDI has finally been able to secure the help of a college intern for the spring semester for two specific projects. Behrns said that this will make it easy to identify a set of contract deliverables. Simmons asked for a similar report of work accomplished under the Chamber Contract and to see an audit report of Chamber accounts. Stevens suggested a contract amount of \$10,000. Behrns will include in the next draft of the General Fund budget. Committee members and CREDI members engaged in further discussion about CREDI's role and how to CREDI, Chamber, and City activities can move forward without overlapping. Grimes related how he has been a liaison on the "Purchase with a Purpose" and other projects. Sanders said that someone needed to put forth more effort in seeking grants for building renovation and business support. Behrns responded with a somewhat sober analysis of the limited availability of grant for such purposes. More often assistance is in the form of loans. Stevens said that they extend their efforts to the Centralia trade area, including Hallsville and Sturgeon.



Behrns noted that the absence of Ginny Zoellers from the last Board meeting had occurred because of his agenda lapse. Zoellers should be at the next Board meeting.

Park Department

The Park Board minutes for their November meetings were in the Committee agenda packet.

Cemetery Advisory Committee

No report.

Tree Board

No report.

Library Board

No formal report was made, but minutes and an agenda for the next meeting were presented in the Committee packet.

Finance

Financial statements for November were in the agenda packet. Behrns had nothing unusual to highlight.

Bills over \$1,250

Committee received a preliminary list of bills over \$1,250. Behrns explained the large rebate to Cargill had occurred because of a bad formula used in calculating their sewer bill. This is a unique situation and the billing software has been fixed. Behrns gave details on several equipment repair bills. Dudgeon said that his police cars were getting older, but the repair costs listed were spread over several vehicles.

Other

Behrns said that there will be a standard ordinance on the next Board agenda necessary to set the April Election for municipal officers.

Behrns gave a short overview of early projections of the General Fund Budget. Revenues for the present year should exceed the budget targets, but Behrns is not expecting economic growth for 2013.

Bias and Dudgeon explained their suggestion to buy a used lower-mileage, four-wheel drive SUV or pickup from the Highway Patrol. This would be principally used by the Code Enforcement Officer. Her present vehicle would be assigned to Bias (who spends less time on the road). Whichever of the oldest Crown Victoria's is in the worst condition would be sold off. The cost should be around \$18,000 and results in no increase in the total number of police vehicles. It also gives the PD access to two vehicles more suitable for driving on snow and ice. The fund reserve will be increased by the CPI multiplier, about 2%. A three-year renewal of the Police recording equipment maintenance contract will be needed at about \$6,000. The Street Department will replace one pickup truck toward the end of 2013 or beginning of 2014. A tentative \$22,000 is used as a placeholder for lining of the stormsewer running on the Hubbell parking lot west of Jefferson Street. That is only a fraction of the work and the amount can be adjusted if revenues grow or snow removal expenses are low this winter.

Closed Session

Simmons then moved that the Committee elect to go into closed session and hold a closed vote, and the purpose of such closed session and closed vote shall be preparation, including any discussions or

work product, on behalf of the City of Centralia or its representatives for negotiation with an employee group, as provided for under Section 610.021 (9) of the Revised Statutes of Missouri. Sanders seconded the motion. On roll call vote all members present voted in favor and the motion carried.

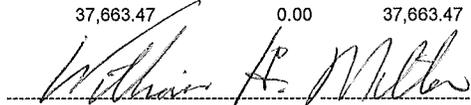
The Committee then met in closed session to discuss proposals from the employee union. No votes were taken until Simmons moved to return to open session. Wilkins seconded the motion. On roll call vote all members present voted in favor and the motion carried.

Return to Regular Session

Simmons moved that the Committee adjourn. Bormann seconded the motion, and all members voted in favor. The Committee then adjourned at about 10:10 p.m.

CITY OF CENTRALIA, MISSOURI
 TREASURER'S REPORT
 CASH - CHECKING ACCOUNTS
 FOR THE MONTH OF NOVEMBER, 2012

	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE	INVESTMENTS	TOTAL
GENERAL FUND	134,053.29	102,986.89	119,660.46	117,379.72	200,000.00	317,379.72
POOL	(16,760.02)	0.00	9,401.26	(26,161.28)		(26,161.28)
PARK	(9,307.58)	250.28	12,631.38	(21,688.68)	0.00	(21,688.68)
RECREATON CENTER	186,205.76	18,187.21	6,895.37	197,497.60	0.00	197,497.60
LIBRARY	(0.32)	8,264.37	8,264.37	(0.32)	0.00	(0.32)
LIBRARY DEBT SERVICE	0.00	61.17	61.17	0.00	30,181.46	30,181.46
CEMETERY	207,901.95	2,991.60	6,546.27	204,347.28	200,000.00	404,347.28
AVENUE OF FLAGS	8,176.50	4.53	0.00	8,181.03	0.00	8,181.03
TRAN. SALES TAX REVENUE	39,712.82	74,318.59	244.09	113,787.32	0.00	113,787.32
PARK SALES TAX	105,509.65	9,092.68	0.00	114,602.33	0.00	114,602.33
WATER-OPERATING	276,263.90	49,755.57	65,220.38	260,799.09	0.00	260,799.09
WATER-SECURITY DEPOSIT	14,403.00	700.00	870.00	14,233.00	0.00	14,233.00
SANITATION (LANDFILL)	154,566.71	34,114.02	28,794.00	159,886.73	0.00	159,886.73
SEWER	62,957.01	22,118.14	23,737.95	61,337.20	0.00	61,337.20
ELECTRIC-OPERATING	604,698.49	211,163.63	243,013.70	572,848.42	600,000.00	1,172,848.42
ELECT.-SECURITY DEPOSIT	34,250.00	1,400.00	2,025.00	33,625.00	0.00	33,625.00
CAPITAL PROJECTS	1,397.24	224.40	0.00	1,621.64	0.00	1,621.64
INTERNAL SERVICE:						
PERSONNEL	91,735.74	0.00	(3,325.51)	95,061.25		95,061.25
FINANCIAL	0.00	0.00	0.00	0.00		0.00
EQUIPMENT USE	306,381.70		(4,314.78)	310,696.48		310,696.48
TOTAL	2,202,145.84	535,633.08	519,725.11	2,218,053.81	1,030,181.46	3,248,235.27
A. B. Chance Memorial	91,202.89	75.03	87,986.51	3,291.41	256,831.62	260,123.03
PARK LEASE/PURCHASE	162,123.03	0.00	0.00	162,123.03	0.00	162,123.03
MAMU 08 Electric Substation						
COP Project Fund	0.00	0.00	0.00	0.00	0.00	0.00
COP Int. Reserve Acct.	37,663.47	0.00	0.00	37,663.47	0.00	37,663.47



William H. Miller, Treasurer

CITY COLLECTOR'S REPORT

NOVEMBER, 2012

Real Estate Tax Collections	\$96.28
Personal Property Tax Collections	\$818.80
Dog Tax	\$18.00
Cat Tax	\$0.25
Merchant's License	\$18.00
Penalties	\$188.02
Railroad/Utility Tax	
Financial Institution Tax	
Sur Tax	
Total	\$1,139.35

Deposited in the Following Funds

General Fund	\$595.23
Park Fund	\$250.28
Library Revenue Fund	\$232.67
Library Bond (Tsfr to Library Debt Service Ac	\$61.17
Total	\$1,139.35

Submitted by: Heather Lockett
Heather Lockett, City Collector

City of Centralia Activity Reports

November 2012

Prepared By: Phyllis Brown

BUILDING ADMINISTRATION

PERMIT DATA	Nov-12	FYTD 2012 - 2013 TOTALS
New Residential & Duplex	2	5
Residential Additions, Alterations, Repairs, Elec Upgrade	1	14
Residential Storage Buildings/Fences/Carport/Swimming Pools	2	12
New Commercial Buildings		1
Non Residential Additions, Alterations, Repairs, Elec Upgrade, New Sign	2	3
Courtesy Inspections - New Trailers/Gas Lines		3
Renewal		
New Institutional		
Institutional Additions, Alterations, Repairs		2
New Community Recreation Center		
Commerical Electrical Inspection		
Pole Barn		
Building Permit Summary		
Number of Permits Issued	7	40
Permit Valuation	\$293,000.00	\$1,934,375.00

**ACTIVITY REPORT
SEPTEMBER 2012**

		Pay Date	Nov-12						FYTD TOTALS	
Cost Center #	DESCRIPTION		11/04/12 HOURS		11/18/12 HOURS		NOV TOTAL HOURS			
			REG	OT	REG	OT	REG	OT	REG	OT
Office	1121	Court	6.00	0.25	3.00	0.00	9.00	0.25	27.50	0.75
	1142	Clerical	29.75	2.00	26.00	3.75	55.75	5.75	199.25	30.25
	1162	Payroll	26.25	0.00	29.50	3.00	55.75	3.00	151.75	21.00
	1163	Purchasing	26.25	0.00	26.50	3.50	52.75	3.50	150.00	23.00
	1165	Accounting	34.25	0.50	38.00	3.00	72.25	3.50	213.75	7.50
	6121	Cashiering & Collecting	34.25	0.50	118.50	10.25	152.75	10.75	688.50	78.75
		<i>Central Office Monthly Total</i>	156.75	3.25	241.50	23.50	398.25	26.75	1,430.75	161.25

Street	1311	Administrative - Street	23.50	1.00	23.00	4.00	46.50	5.00	139.50	14.50
	1312	Street Maintenance	69.00	1.00	54.50	0.50	123.50	1.50	320.00	23.75
	1313	Alley Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00
	1314	Parking Lots/Sidewalks	0.00	0.00	0.00	0.00	0.00	0.00	63.00	0.00
	1315	Buildings/Grounds	4.00	0.00	8.00	0.00	12.00	0.00	28.50	2.00
	1316	Snow/Ice Removal	0.00	0.00	0.00	0.00	0.00	0.00	5.50	2.00
	1317	Pavement Markings	4.00	0.00	1.50	0.00	5.50	0.00	12.00	0.00
	1318	Culverts	26.00	0.00	2.00	0.00	28.00	0.00	251.50	0.00
	1319	Brush/Tree Control	12.00	0.00	2.00	0.00	14.00	0.00	37.00	0.00
	1331	Streets & Alleys; City Property	35.50	0.00	0.00	0.00	35.50	0.00	93.00	0.00
	2211	Cemetery	8.50	0.00	2.50	0.00	11.00	0.00	19.50	0.50
	<i>Street Department Monthly Total</i>	182.50	2.00	93.50	4.50	276.00	6.50	970.50	42.75	

Water	3111	Administrative - Water	22.50	8.00	14.00	11.50	36.50	19.50	114.00	46.00
	3112	Customer Service - Water	18.50	0.00	17.00	0.00	35.50	0.00	106.00	0.00
	3113	Water Wells - Maintenance	7.50	0.00	5.00	0.00	12.50	0.00	21.00	0.00
	3116	Water Service	125.00	7.50	137.00	75.75	262.00	83.25	764.00	112.75
	3117	Water Plant	92.00	0.00	64.00	0.00	156.00	0.00	464.00	2.50
	3119	Water Wells - Buildings/Grounds	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00
	3121	Administrative - Sewer	2.00	0.00	0.00	0.00	2.00	0.00	9.50	0.00
	3123	Sewer	2.50	0.00	42.00	0.00	44.50	0.00	95.00	2.00
	3125	Lift Stations	20.50	0.00	11.50	0.00	32.00	0.00	61.00	0.00
	3127	Lagoons	36.50	0.00	11.00	0.00	47.50	0.00	95.50	0.00
	3128	Land Application	0.00	0.00	3.00	0.00	3.00	0.00	14.00	0.00
		<i>Water Department Monthly Total</i>	327.00	15.50	304.50	87.25	631.50	102.75	1,745.00	163.25

Electric	3131	Administrative - Electric	52.00	0.00	47.00	3.00	99.00	3.00	267.00	8.50
	3132	Customer Service - Electric	18.50	0.00	17.00	0.00	35.50	0.00	100.00	0.00
	3133	Buildings/Grounds	8.00	6.00	0.00	7.50	8.00	13.50	26.00	38.50
	3134	Electric Distribution	281.50	3.50	175.00	2.25	456.50	5.75	1,231.50	15.75
	3138	Brush/Trees	31.50	0.00	42.00	0.00	73.50	0.00	341.00	2.00
	3139	Street Lights	15.00	2.00	2.00	0.00	17.00	2.00	66.00	2.50
	<i>Electric Department Monthly Total</i>	406.50	11.50	283.00	12.75	689.50	24.25	2,031.50	67.25	

Sanitation	3322	Sanitation	183.00	3.25	224.00	4.00	407.00	7.25	1,195.25	22.75
	3323	Landfill	4.00	3.00	0.50	1.00	4.50	4.00	46.50	26.50
		<i>Sanitation Department Monthly Total</i>	187.00	6.25	224.50	5.00	411.50	11.25	1,241.75	49.25

Holiday/Sick/Vacation/Funeral Leave

6111	Holiday	0.00	0.00	144.00	0.00	144.00	0.00	400.00	0.00
6112	Sick Time	29.00	0.00	43.00	0.00	72.00	0.00	235.75	0.00
6113	Vacation	31.50	0.00	87.50	0.00	119.00	0.00	464.00	0.00
6119	Funeral Leave	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	<i>Holiday/Sick/Vacation/Funeral Leave Monthly Total</i>	60.50	0.00	274.50	0.00	335.00	0.00	1,099.75	0.00

Equipment Use:

6212	Equipment/Vehicle Maintenance	21.00	0.00	47.50	0.00	68.50	0.00	277.75	15.50
------	-------------------------------	-------	------	-------	------	-------	------	--------	-------

**ACTIVITY REPORT
SEPTEMBER 2012**

	Cost Center #	DESCRIPTION	Nov-12						FYTD TOTALS	
			11/04/12 HOURS		11/18/12 HOURS		NOV TOTAL HOURS		REG	OT
			REG	OT	REG	OT	REG	OT		
			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		<i>Equipment Use Monthly Total</i>	21.00	0.00	47.50	0.00	68.50	0.00	277.75	15.50

Total Hours Worked	1,341.25	38.50	1,469.00	133.00	2,810.25	171.50	8,797.00	499.25
---------------------------	----------	-------	----------	--------	----------	--------	----------	--------

Assistance For The Month (Hours are already included above)	ADMINISTRATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Water Dept Assisted Street Dept	0.00	0.00	0.00	0.00	0.00	0.00	12.50	0.00
	Street Dept Assisted Electric Dept	9.50	0.00	0.00	0.00	2.00	0.00	33.00	0.00
	Street Dept Assisted the Water Dept	0.00	0.00	0.00	0.00	0.00	2.00	0.00	2.00
	Electric Dept Assisted the Park Dept	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00
	Electric Dept Assisted the Street Dept	0.00	0.00	0.00	0.00	0.00	0.00	81.00	0.00
	Electric Dept Assisted the Water Dept	2.00	0.00	0.00	0.00	3.00	0.00	9.00	0.00
	Electric Dept Assisted the Sanitation Dept	0.00	0.00	0.00	0.00	8.00	0.00	8.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Total Hours Assisted	11.50	0.00	0.00	0.00	13.00	2.00	153.50	2.00

WATER DEPARTMENT EQUIPMENT USE

EQUIPMENT USAGE		Nov-12		TOTAL ON EQUIPMENT	
		MILEAGE	HOURS	MILEAGE	HOURS
# 3 1993 Ford F-700 Dump Truck		0		55277	
# 6 2006 Chev Silverado Pickup		659		64665	
# 19 2011 Chev Silverado Pickup		780		21463	
# 30 2004 Chev. 1/2T. Pickup		1521		119086	
# 40 Sewer Machine			3		265
# 74 Sewer Camera Van			40		1530
# 82 1992 UMC Sewer Van			33		88624
WELL PERFORMANCE REPORT		75 H.P. WELL #3		125 H.P. WELL #4	
1. Static Level-Average			356 FT		362 FT
2. Pumping Level			406 FT		377 FT
3. Drawdown			50 FT		15 FT
4. G.P.M.			433		730
5. Total Hours Pumping			0		0
WELL PERFORMANCE REPORT		125 H.P. WELL #6			
1. Static Level-Average			368 FT		
2. Pumping Level			383 FT		
3. Drawdown			15 FT		
4. G.P.M.			730		
5. Total Hours Pumping			363		
WATER		Nov-12		Oct-12	
1. Monthly Well Water Processed (Raw Water# 3, #4 & #6)			15,393,000		16,368,800
2. Total Well Water Process 2011 - 2012					
3. Monthly Recycled Water Processed			0		0
4. Total Recycled Water Processed 2011 - 2012			0		0
5. Total Water Processed for Month			15,393,000		16,368,800
6. Average Daily Processed			513,100		527,961
a. High Day Raw Water			1,223,000		698,700
b. Low Day Raw Water			468,000		398,800
7. Total Water Processed 2011 - 2012			#####		#####
8. Finished Water to Towers for Month			13,835,000		15,172,000
9. Finished Water to Towers 2011 - 2012			#####		#####
NORTHEAST LAGOON PERFORMANCE		Nov-12		Oct-12	
1. Influent BOD (MG/L)					
2. Effluent BOD (MG/L)					
3. % BOD Removal					
4. Influent Suspended Solids (MG/L)					
5. Effluent Suspended Solids (MG/L)					
6. % Suspended Solids Removal					
7. Effluent Discharge to Creek			NO		NO
8. Monthly Gallons Treated			0		0
9. Yearly Gallons Treated 2011 - 2012			#####		#####
10. Monthly Irrigation Water Pumped			0		0
11. Yearly Irrigation Water Pumped 2011 - 2012			0		0
NORTHWEST LAGOON PERFORMANCE		Oct-12		Oct-12	
1. Influent BOD (MG/L)					
2. Effluent BOD (MG/L)					
3. % BOD Removal					
4. Influent Suspended Solids					
5. Effluent Suspended Solids					
6. % Suspended Solids Removal					
7. Effluent Discharge to Creek			NO		NO
8. Monthly Gallons Treated			0		0
9. Yearly Gallons Treated 2011 - 2012			21,961,000		21,961,000
10. Monthly Irrigation Water Pumped			0		0
11. Yearly Irrigation Water Pumped 2011 - 2012			0		0

STREET EQUIPMENT USE

	Nov-12		YTD 2011 - 2012	
TRASH COLLECTED ON DAILY ROUTES (Pounds)	439,200		3,290,610	
	Nov-12		FYTD 2012 - 2013 TOTALS	
EQUIPMENT USE	MILEAGE	HOURS	MILEAGE	HOURS
#1 - 1989 John Deer 670B Motor Grader		3		2,900
#4 - 2002 Feightline Dump Truck	346		48,696	
#10 - 2008 1-Ton Chevrolet	357		21,523	
#13 - 2004 Freightliner Sanitation Truck	503		77,682	
#14 - 2010 Freightliner Trash Truck	889		41,338	
#15 - 1990 Case Model 1550 Long Track Dozer		0		3,256
#18 - 2001 Dodge 2500 Pickup	129		66,724	
#20 - 1999 Case Loader 6T-590		25		6,732
#25 - 2010 Chevy Pickup Silverado	372		12,906	
#49 - 2000 Case Backhoe		10		2,854
#50 - 1997 Gilcrest Propaver		0		577
#76 - 2008 International Dump Truck	250		12,897	
#77 - 2013 International Dump Truck	128		1,531	
#81 - 2009 John Deere Tractor w/Mower	0		1,239	
#85 - 1997 Ford Truck Street Sweeper		17		6,129

ELECTRIC EQUIPMENT USE

EQUIPMENT USE	Nov-12		FYTD 2012 - 2013 TOTALS	
	MILEAGE	HOURS	MILEAGE	HOURS
#26 - 2003 International/Altec Digger Derrick(+822)		17.0		3,376.0
#27 - 2009 Ford F-550 w/Altec AT40M Aerial Lift Device		51.0		2,350.0
#29 - 2001 Ford Altec (+51 hr)		33.0		5,011.0
#32 - 2006 Chev Silverado Truck	605		39,125.0	
#34 - 2000 Chevrolet 1 Ton Truck (+200 mi)	20		68,555.0	
#38 - 2010 Chevy Pickup 3/4-Ton w/Tool Bed	475		17,050.0	
#51 - 1992 Olate Feed Disc Chipper		0.0		2,585.0
#75 - 2008 Kubota Mini Ex		13.0		986.0
#83 - 2009 McElrath Vacuum Excavator		4.0		124.0
#84 - 2011 Bobcat A770		12.0		184.0

ACCOUNTS PAYABLE OVER \$1250

DECEMBER 17, 2013

Ameren Energy Marketing (Wholesale Electric)	\$ 114,369.83
Ameren UE (Heating)	\$ 1,393.34
Angell & Co (Commercial Property Ins)	\$ 28,592.00
Arkansas Electric (Primary Wire)	\$ 8,551.63
Butler Supply (Electric Department Supplies)	\$ 1,269.11
Cargill (Overpayment)	\$ 10,170.62
Crown Power & Equipment (KUB 2008 Parts / Repairs)	\$ 1,348.09
Daynes Waste Disposal (debris hauled from sweeper pick-up)	\$ 3,368.93
DMB Construction (Roof Repair PD)	\$ 1,900.00
Electric Power Systems (Substation Breaker Testing)	\$ 4,140.00
Fletcher-Reinhardt Co (Electric Department Supplies)	\$ 2,524.15
Forrest Chevrolet (2013 Pick-up Water Dept)	\$ 21,549.22
HD Supply Waterworks (Hydrants)	\$ 2,566.00
Inland Truck Parts (Unit # 14 parts / repairs)	\$ 6,053.91
Lacrosse Lumber (PD Roof Materials \$3114.05)	\$ 4,254.55
MAMU (Annual Membership)	\$ 2,584.00
MJMEUC (Prairie State)	\$ 69,992.01
MOPERM (Liability)	\$ 40,609.00
S & D Auto (PD Vehicles Parts / Repairs)	\$ 1,325.96
TOTAL	\$ 326,562.35

ADDED AFTER GGFC MEETING

Ameren (Transmission Charges)	\$ 13,295.98
City of Columbia (Landfill charges for November)	\$ 7,986.84
Flynn Drilling Co, Inc (Seal Replacement)	\$ 2,559.75
Forrest Chevrolet (Parts)	\$ 1,674.85
MFA Oil (Fuel)	\$ 8,584.38
TOTAL	\$ 34,101.80

ADDED TODAY

Midwest Meter (24 Orion Radios)	\$ 1,662.00
TOTAL	\$ 1,662.00

GRAND TOTAL	\$ 362,326.15
--------------------	----------------------

MISSION

The Chamber's mission is to support local business, promote business retention, work with new businesses, and promote tourism through events and advertising.

BOARD OF DIRECTORS

President, Amanda Dawson, Ritchies Hardware
Vice President, Matt Stephens, Forrest Chevrolet
Treasurer, Teri Evans, Hubbell Power Systems
Director, Michael Curtis, Angell & Co.
Director, Charlie Mitts, American Family Insurance
Director, Jason Reynolds, Angell & Co.
Director, Ross Foster, Sonic Drive-in
Director, Gerri Dollens, Century 21 Broughton Team
Director, Linda Bormann, Bormann Surveying

CHAMBER OBJECTIVES

- Purchase with a purpose-This was a collaborative effort between the Chamber and CREDI. The Chamber coordinated the printing of the materials and worked with a CREDI board member to visit businesses and explain the program and distribute materials. The Purchase with a Purpose Committee consists of Chamber members and CREDI members.
- Coordination of holiday advertising to promote shopping in Centralia, the traditional parade and the Tractor parade on KWWR and KRES. The Chamber coordinates the coop ads that run for 5 weeks during the Christmas season. This year's ½ page included 11 businesses and the Purchase with a Purpose Logo. The Tractor Parade is a collaborative effort between the Chamber and Young Farmers.
- Maintenance of the Centralia Webpage and Centralia facebook page.
- Work with the Chance Foundation to plan a Civil War Reenactment to be held in 2014.
- Respond to requests for information about Centralia, the battlefield and the Amish Country. There has been a major increase in requests about the Amish Country which prompted posting a map of the Amish Country on the Chamber Website.
- Referrals to local businesses when citizens are looking for particular goods or services.
- The Chamber supports the EEZ board and the doors that might open for future development.
- Coordination of the creation and printing of the new city map. This was created with a committee of Chamber members and CREDI members.
- Work with REDI when prospects request information about Centralia which includes visits with prospects at times.
- Coordination of the Annual Chamber Dinner which recognizes those citizens that go above and beyond to make Centralia the great place it is.

Those recognized are Citizen of the Year, Agricultural Person of the Year, Ambassador of the Year, Community Betterment and Educator of the Year, Business of the Year.

- Coordination and organization of the Centralia Anchor Festival including writing of the articles for Anchor Festival insert that is inserted in the Mexico Ledger, Monroe County Appeal and the Centralia Fireside Guard and coordination of advertising on KRES, KWWR and KOMU. Responsibilities also involved include booking entertainment, handling vendor paperwork, and recruitment of sponsors and the organizing of logistics. The Anchor Festival is an event that has been promoted throughout the United States and brings 15,000 to 20,000 people to Centralia and those people and vendors spend their dollars in Centralia.
- Coordination and organization of the Anchor City Cook Off. The Anchor City Cook Off is a KCBS sanctioned event that brings competitors and judges from throughout the Midwest. This responsibility includes coordination of the printing and advertising for the event including writing of the articles for insert that goes in the Monroe County Appeal, Mexico Ledger and the Centralia Fireside Guard. This event is growing and will continue to grow over time. The BBQ Committee meets monthly throughout the year to plan the event.
- Write grants to the Missouri Arts Council to help fund entertainment. The grant was received in 2012.
- Business retention includes visits to existing business.
- Provide information to people interested in opening a new business which includes information about the paperwork required and information about buildings that are available.
- The Chamber has worked with BJC to help recruit a doctor for the clinic which included a tour of the community and creation of a printed brochure to use for recruitment.
- Coordination of the Community for Kids program which helps families in the Centralia School District each year.
- Update a budget each year.
- Ribbon Cuttings for local business.
- Refer citizens to proper agencies for help to resolve issues.
- The Chamber worked with local business to change the sidewalk ordinance to allow displays on the sidewalks.
- Regular interviews on KRES to promote Centralia and the activities in the community.
- Fax information about community events to area media and cable TV.
- Coordination of bell ringers for the Salvation Army Christmas Drive.

City funds are used to support the above listed programs including advertising to promote the community. The third page itemizes the advertising expenses for the fiscal year of 2012. There will be additional expense for advertising for the tractor parade which will draw people from all over Mid-Missouri.

Anchor Festival Advertising		
Monroe County Appeal	Inserts	\$ 150.00
KOMU	TV Ads	\$ 2,561.00
CW	TV Ads	\$ 398.00
Mexico Ledger	Inserts	\$ 410.00
KRES	Radio Ads	\$ 480.00
Fireside Guard	Inserts and Ads	\$ 1,723.00
KWWR	Radio Ads	\$ 885.00
Richman Graphics	Car Show Flyers	\$ 723.23
Richman Graphics	Promotional Piece and Archery	\$ 774.36
Richman Graphics	Car Show	\$ 208.75
		\$ 8,313.34

Chamber Advertising		
KRES	Fair	\$ 160.00
KWWR	Christmas Ads	\$ 442.50
Fireside Guard	Christmas Ads	\$ 595.40
KRES	Christmas Ads	\$ 100.00
Fireside Guard	Shoppers Guide	\$ 100.00
Fireside Guard	Halloween	\$ 102.40
Richman Graphics	Maps	\$ 2,480.00
Richman Graphics	Purchase with a Purpose Logo	\$ 128.00
Richman Graphics	Purchase with a Purpose Invitation	\$ 32.50
Post Office	Purchase with a Purpose Postage	\$ 67.50
Prengers	Purchase with a Purpose Kick Off	\$ 120.00
C & R	Purchase with a Purpose Kick Off	\$ 120.00
Honey Tree	Purchase with a Purpose Kick Off	\$ 322.50
Country Club	Purchase with a Purpose Rental	\$ 200.00
Country Club	Purchase with a Purpose Deposit	\$ 200.00
		\$ 5,170.80

BBQ Advertising		
KCBS	Bullsheet	\$ 175.00
Mexico Ledger	Inserts	\$ 350.00
Fireside Guard	Inserts	\$ 800.00
Richman Graphics	Menu of Events	\$ 639.65
Monroe County Appeal	Inserts	\$ 150.00
		\$ 2,114.65

Total		\$ 15,598.75
-------	--	--------------

BILL NO.

ORDINANCE NO.

A BILL TO CREATE AN ORDINANCE ENTITLED:

“AN ORDINANCE APPROVING THE FINAL PLAT OF “COBBLESTONE LAKE ESTATES PLAT 2” SUBDIVISION, A SUBDIVISION OF A PORTION OF THE SOUTHEAST QUARTER OF SECTION FIFTEEN, TOWNSHIP FIFTY-ONE NORTH, RANGE ELEVEN WEST, IN THE CITY OF CENTRALIA, BOONE COUNTY, MISSOURI, AND ACCEPTING DEDICATION TO THE CITY OF CENTRALIA, MISSOURI, OF THE DRAINAGE EASEMENTS, UTILITY EASEMENTS AND STREET RIGHTS-OF-WAY IN SAID PLAT AS THE PUBLIC PROPERTY OF THE CITY OF CENTRALIA, MISSOURI.”

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CENTRALIA, MISSOURI, as follows

SECTION 1. That the Final Plat of “Cobblestone Lake Estates Plat 2” Subdivision, a subdivision in the City of Centralia, Boone County, Missouri, described as follows:

A subdivision of a tract of land located in the Southeast Quarter of Section Fifteen (15), Township Fifty-one (51) North, Range Eleven (11) West, in Centralia, Boone County, Missouri, being part of the tract described by the Warranty Deed recorded in Book 3261, Page 49 and part of Tract 3 of the survey recorded in Book 3265, Page 160 and being more particularly described as follows:

Beginning at the Southeast Corner of Cobblestone Lake Estates Plat 1, Recorded in Plat Book 43, Page 19 of the Boone County Records; thence with the East Line of said Cobblestone Lake Estates Plat 1, N 01°17'10" E, 344.29 feet; thence 62.47 feet along a 225-foot radius non-tangent curve to the left, said curve having a chord, N 79°20'40"E, 62.27 feet; thence N 18°36'35" W, 50.00; thence N 25°58'50" W, 201.71 feet; thence N 46°49'55" W, 45.00 feet; thence leaving said east line, N 34°30'55"E, 30.00 feet; thence N 5°55'55"W, 228.36 feet; thence N 31°54'35" E, 100.00 feet; thence N 51°40'05" E, 104.00 feet; thence N 72°13'15" E, 112.80 feet; thence N 54°06'45" E, 111.00 feet; thence N 16°48'25" E, 37.65 feet; thence S 88°59'15"E, 175.30 feet; thence S 1°00'45" W, 512.65 feet; thence N 88°59'15" W, 90.00 feet; thence S 1°00'45"W, 697.54 feet to the south line of said Tract 3, thence with said south line, N 87°25'20" W, 428.11 feet to the Point of Beginning.

thence with said South Line N 87°25'20"W, 470.12 feet to the Point of Beginning; and containing 6.38 acres.

be and the same is hereby approved, and the drainage easements, utility easements, and street rights-of-way in said subdivision dedicated to the public use on said final plat are hereby accepted as public property of the City of Centralia, Missouri.

SECTION 2. This ordinance shall take effect and be in full force and effect from and after the date of its passage and approval.

PASSED this 17th day of December, 2012.

Mayor

ATTEST:

City Clerk

The ordinance approved by the Mayor this 17th day of December, 2012.

Mayor

ATTEST:

City Clerk

G:\LYNN\ARCIVE12\FPlatCLEpt2.ord

COBBLESTONE LAKE ESTATES PLAT 2

AUGUST 31, 2012

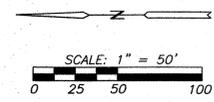
NOTES

- THIS PLAT CONFORMS TO THE ACCURACY STANDARDS FOR URBAN PROPERTY AS DEFINED BY MISSOURI BOARD RULE 20 CSR 2030-16.040(2)(A).
- PERMANENT MONUMENTS ARE TO BE SET AFTER STREET CONSTRUCTION IS COMPLETE.
- ALL IRONS ARE TO BE SET AFTER STREET AND UTILITY CONSTRUCTION UNLESS OTHERWISE NOTED.
- ALL CURVE DIMENSIONS ARE ARC MEASUREMENTS UNLESS OTHERWISE NOTED AS CH. FOR CHORD DIMENSIONS.
- RECORD TITLE INFORMATION FOR THIS PLAT WAS PROVIDED BY GUARANTY LAND TITLE COMPANY, COMMITMENT NUMBER C0700042, DATED MARCH 30, 2007.

CURVE DATA				
	DELTA	RADIUS	LENGTH	CHORD
A	70°06'15"	200.00'	244.71'	140.31'
B	58°07'50"	100.00'	101.46'	55.58'
C	31°35'50"	100.00'	55.15'	28.29'
D	36°44'25"	100.00'	64.13'	33.21'
	DELTA	RADIUS	LENGTH	CHORD
AA	79°25'00"	20.00'	27.72'	575°09'50"E 25.56'
BB	79°25'00"	20.00'	27.725'	N4°15'10"E 25.56'
CC	68°57'25"	20.00'	24.07'	S0°58'35"E 22.64'
DD	38°19'40"	20.00'	13.38'	N43°36'25"W 13.13'

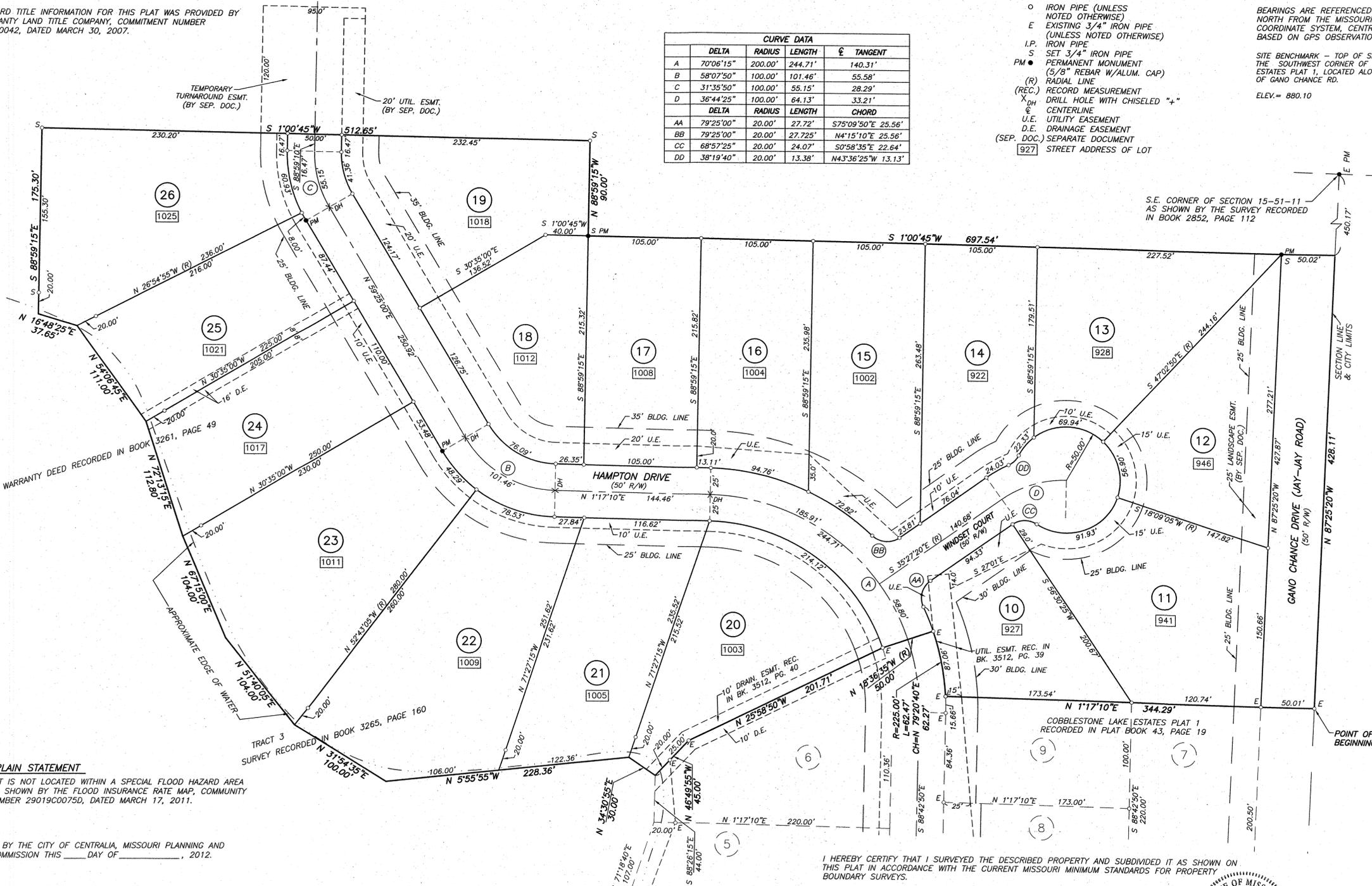
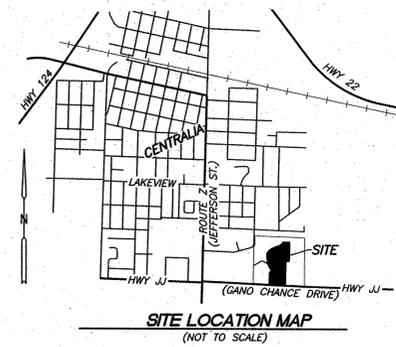
LEGEND

- IRON PIPE (UNLESS NOTED OTHERWISE)
- EXISTING 3/4" IRON PIPE (UNLESS NOTED OTHERWISE)
- I.P. IRON PIPE
- S SET 3/4" IRON PIPE
- PM ● PERMANENT MONUMENT (5/8" REBAR W/ALUM. CAP)
- (R) RADIAL LINE
- (REC.) RECORD MEASUREMENT
- X_{DH} DRILL HOLE WITH CHISELED "+" CENTERLINE
- U.E. UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT (SEP. DOC.) SEPARATE DOCUMENT
- [927] STREET ADDRESS OF LOT



BEARINGS ARE REFERENCED TO GRID NORTH FROM THE MISSOURI STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, BASED ON GPS OBSERVATIONS.

SITE BENCHMARK - TOP OF SEWER MH LID NEAR THE SOUTHWEST CORNER OF COBBLESTONE LAKE ESTATES PLAT 1, LOCATED ALONG THE NORTH EDGE OF GANO CHANCE RD.
ELEV. = 880.10



DESIGNED INNOVATIONS, LLC, A MISSOURI LIMITED LIABILITY COMPANY, BEING SOLE OWNER OF THE BELOW DESCRIBED TRACT, HAS CAUSED THE SAME TO BE SUBDIVIDED AS SHOWN ON THIS PLAT. DESIGNED INNOVATIONS, LLC, AGREES TO COMPLY WITH ALL CURRENT PROVISIONS OF THE SUBDIVISION CODE OF THE CITY OF CENTRALIA, MISSOURI.

EASEMENTS, OF THE TYPES AND AT THE LOCATIONS AS SHOWN, ARE HEREBY DEDICATED FOR PUBLIC USE FOREVER. NO TREES, SHRUBS OR STRUCTURES, INCLUDING FENCES, SHALL BE GROWN, PLACED, CONSTRUCTED, MAINTAINED, OR OTHERWISE PERMITTED WITHIN THE EASEMENTS SHOWN.

HAMPTON DRIVE, WINDSET COURT AND GANO CHANCE DRIVE ARE HEREBY DEDICATED FOR PUBLIC USE FOREVER.

IN WITNESS WHEREOF, DAVID E. PEAVLER AND DARREN D. ADAMS, CONSTITUTING ALL THE MEMBERS OF DESIGNED INNOVATIONS, LLC, HAVE CAUSED THESE PRESENTS TO BE SIGNED.

DESIGNED INNOVATIONS, LLC, A MISSOURI LIMITED LIABILITY COMPANY

David E. Peavler
DAVID E. PEAVLER, MEMBER

Darren D. Adams
DARREN D. ADAMS, MEMBER

STATE OF MISSOURI } SS
COUNTY OF BOONE }

ON THIS ____ DAY OF _____, IN THE YEAR 2012, BEFORE ME, MARLA E. OGLESBY, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED DAVID E. PEAVLER AND DARREN D. ADAMS, BEING ALL THE MEMBERS OF DESIGNED INNOVATIONS, LLC, KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE WITHIN FINAL PLAT ON BEHALF OF SAID COMPANY AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES THEREIN STATED AS THE FREE ACT AND DEED OF DESIGNED INNOVATIONS, LLC, AND THEMSELVES.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND AFFIXED BY OFFICIAL SEAL AT MY OFFICE IN SAID COUNTY AND STATE, THE DAY AND YEAR FIRST ABOVE WRITTEN.

Marla E. Oglesby
MARLA E. OGLESBY, NOTARY PUBLIC
MY COMMISSION #12490598
EXPIRES FEBRUARY 28, 2016

THE UNDERSIGNED MORTGAGEE, BOONE COUNTY NATIONAL BANK, BEING THE HOLDER OF PROMISSORY NOTE SECURED BY THE DEED OF TRUST RECORDED IN BOOK 3296 AT PAGE 89 OF THE BOONE COUNTY RECORDS, DOES HEREBY CONSENT AND AGREE TO THE DEDICATION FOR PUBLIC USE OF THE RIGHT-OF-WAY, UTILITY EASEMENTS AND DRAINAGE EASEMENTS FOR COBBLESTONE LAKE ESTATES PLAT 2 AS SET FORTH ON THIS PLAT BY THE OWNER, DESIGNED INNOVATIONS, LLC, AND BOONE COUNTY NATIONAL BANK DOES HEREBY SUBORDINATE THE SAID DEED OF TRUST TO SAID DEDICATIONS. THE UNDERSIGNED FURTHER AGREES TO COMPLY WITH ALL CURRENT PROVISIONS OF THE SUBDIVISION CODE IN REGARDS TO THIS SUBDIVISION.

IN WITNESS WHEREOF, THE SAID BOONE COUNTY NATIONAL BANK HAS CAUSED THESE PRESENTS TO BE SIGNED.

BOONE COUNTY NATIONAL BANK ATTEST:

MIKE WATSON
COMMUNITY BANK PRESIDENT

JANET ARMONTRON
CUSTOMER SERVICE OFFICER

STATE OF MISSOURI } SS
COUNTY OF BOONE }

ON THIS ____ DAY OF _____, IN THE YEAR 2012, BEFORE ME PERSONALLY APPEARED MIKE WATSON, TO ME PERSONALLY KNOWN WHO, BEING BY ME DULY SWORN, DID SAY THAT HE IS THE COMMUNITY BANK PRESIDENT OF BOONE COUNTY NATIONAL BANK, AND THAT THE SEAL AFFIXED TO THIS INSTRUMENT IS THE CORPORATE SEAL OF BOONE COUNTY NATIONAL BANK, AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED IN BEHALF OF BOONE COUNTY NATIONAL BANK BY AUTHORITY OF ITS BOARD OF DIRECTORS, AND SAID PRESIDENT ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF BOONE COUNTY NATIONAL BANK.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT MY OFFICE IN SAID COUNTY AND STATE, THE DAY AND YEAR FIRST ABOVE WRITTEN.

Nancy Sweezer
NANCY SWEETZER, NOTARY PUBLIC
MY COMMISSION # _____
EXPIRES : _____

FLOOD PLAIN STATEMENT

THIS TRACT IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA (SFHA) AS SHOWN BY THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 29019C0075D, DATED MARCH 17, 2011.

APPROVED BY THE CITY OF CENTRALIA, MISSOURI PLANNING AND ZONING COMMISSION THIS ____ DAY OF _____, 2012.

PATT OLSEN, CHAIRMAN

APPROVED BY THE CITY OF CENTRALIA, MISSOURI MAYOR AND BOARD OF ALDERMEN BY ORDINANCE NO. ____ THIS ____ DAY OF _____, 2012.

TIM GRENKE, MAYOR

I, HEATHER LOCKETT, CITY CLERK OF THE CITY OF CENTRALIA, MISSOURI, HEREBY CERTIFY THAT THE FOREGOING PLAT HAS BEEN APPROVED AS SET FORTH ABOVE.

IN WITNESS WHEREOF, I SUBSCRIBE THAT CERTIFICATE AND AFFIX THE OFFICIAL SEAL OF THE CITY OF CENTRALIA, MISSOURI ON THIS ____ DAY OF _____, 2012.

HEATHER LOCKETT, CITY CLERK

CERTIFICATION

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 51 NORTH, RANGE 11 WEST, CENTRALIA, BOONE COUNTY, MISSOURI, BEING PART OF THE TRACT DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 3261, PAGE 49 AND PART OF TRACT 3 OF THE SURVEY RECORDED IN BOOK 3265, PAGE 160, BOTH OF THE BOONE COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF COBBLESTONE LAKE ESTATES PLAT 1, RECORDED IN PLAT BOOK 43, PAGE 19 OF THE BOONE COUNTY RECORDS; THENCE WITH THE EAST LINE OF SAID COBBLESTONE LAKE ESTATES PLAT 1, N1°17'10"E, 344.29 FEET; THENCE 62.47 FEET ALONG A 225.00'-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, N79°20'40"E, 62.27 FEET; THENCE N18°36'35"W, 50.00 FEET; THENCE N25°58'50"W, 201.71 FEET; THENCE N46°49'55"W, 45.00 FEET; THENCE LEAVING SAID EAST LINE, N34°30'55"E, 30.00 FEET; THENCE N5°55'55"W, 228.36 FEET; THENCE N31°54'35"E, 100.00 FEET; THENCE N51°40'05"E, 104.00 FEET; THENCE N67°15'00"E, 104.00 FEET; THENCE N72°13'15"E, 112.80 FEET; THENCE N54°06'45"E, 111.00 FEET; THENCE N16°48'25"E, 37.65 FEET; THENCE S88°59'15"E, 175.30 FEET; THENCE S1°00'45"W, 512.65 FEET; THENCE N88°59'15"W, 90.00 FEET; THENCE S1°00'45"W, 697.54 FEET TO THE SOUTH LINE OF SAID TRACT 3; THENCE WITH SAID SOUTH LINE, N87°25'20"W, 428.11 FEET TO THE POINT OF BEGINNING AND CONTAINING 12.45 ACRES.

I HEREBY CERTIFY THAT I SURVEYED THE DESCRIBED PROPERTY AND SUBDIVIDED IT AS SHOWN ON THIS PLAT IN ACCORDANCE WITH THE CURRENT MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

SURVEY AND PLAT BY
James R. Jeffries
JAMES R. JEFFRIES, ALLSTATE CONSULTANTS

STATE OF MISSOURI } SS
COUNTY OF BOONE }

SUBSCRIBED AND AFFIRMED BEFORE ME THIS 12th DAY OF December, 2012.

Marla E. Oglesby
MARLA E. OGLESBY

NOTARY PUBLIC
MY COMMISSION #12490598
EXPIRES FEBRUARY 28, 2016



James R. Jeffries
JAMES R. JEFFRIES, PLS-2500
Dec 7, 2012
DATE

BILL NO. _____

ORDINANCE NO. _____

A BILL TO CREATE AN ORDINANCE ENTITLED:

"AN ORDINANCE CALLING FOR A GENERAL CITY ELECTION TO BE HELD ON TUESDAY, APRIL 2, 2013, THE MUNICIPAL ELECTION DAY, TO ELECT A MAYOR FOR A TWO-YEAR TERM, ELECT THREE ALDERMEN FOR A TWO-YEAR TERM AND ELECT A CITY COLLECTOR FOR A TWO-YEAR TERM."

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CENTRALIA, MISSOURI, as follows:

SECTION 1. The City of Centralia, Missouri shall hold a general city election on the municipal election day, Tuesday, April 2, 2013, to elect the following city officials: Mayor for a two-year term, Alderman from each of the three wards in the city for a two-year term and City Collector for a two-year term.

SECTION 2. The City Clerk, per Section 8-6 of the Centralia City Code, is authorized and directed to give written notice to the County Clerk of Boone County, Missouri, of the passage of this Ordinance no later than 5:00 p.m. on January 22, 2013 and to include in said notification a sample ballot and all other particulars designated in Section 8-6 of the Centralia City Code.

SECTION 3. This ordinance shall take effect and be in full force and effect from and after the date of its passage and approval.

PASSED this 17th day of December, 2012.

Mayor

ATTEST:

City Clerk

This ordinance approved by the Mayor this 17th day of December, 2012.

Mayor

ATTEST:

City Clerk

NOTICE OF GENERAL ELECTION

Notice is hereby given to the qualified voters of the City of Centralia, Missouri that the Board of Aldermen of the City of Centralia, Missouri has called for a general election to be held at the designated polling places within the city on Tuesday, April 2, 2013 commencing at six o'clock a.m. and closing at seven o'clock p.m., for said voters to vote on the candidates set forth in the following sample ballot:

OFFICIAL BALLOT
CITY OF CENTRALIA, MISSOURI
GENERAL ELECTION
TUESDAY, APRIL 2, 2013

FOR MAYOR: (2 year term)

FOR ALDERMAN WARD I: (2 year term)

FOR ALDERMAN WARD II: (2 year term)

FOR ALDERMAN WARD III: (2 year term)

FOR CITY COLLECTOR: (2 year term)

I, Heather Lockett, City Clerk of the City of Centralia, Missouri, do further hereby certify that the foregoing list of candidates is a true copy of the candidates who have filed and qualified for election to Centralia municipal office for the April 2, 2013 election.

In Witness Whereof, I have hereunto set my hand and the official seal of the City of Centralia, Missouri this _____ day of January, 2013.

(CITY SEAL)

Heather Lockett, City Clerk
City of Centralia, Missouri

12/03/12

Chipper Bid Tab

Altec

	Engine HP	Emmissions	Price
New Unit as specified	74	Tier 4	\$ 23,350.00
New Unit with options	74	Tier 4	\$ 25,750.00
Demo Unit with options (20 hrs)	85	Tier 3	\$ 23,250.00 ←

K&K Supply (Brush Bandit)

New Unit as specified	84.5	Tier 3	\$ 25,521.25
New Unit w/ options	84.5	Tier 3	\$ 28,273.75

Vermeer

New Unit as specified	74	Tier 4	\$ 27,125.00
Demo unit as specified (45 hrs)	85	Tier 3	\$ 25,125.00

BILL NO.

ORDINANCE NO.

A BILL TO CREATE AN ORDINANCE ENTITLED:

“AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK OF THE CITY OF CENTRALIA, MISSOURI TO EXECUTE AN AGREEMENT WITH HACH SERVICE PARTNERSHIP. OF LOVELAND, COLORADO FOR MAINTENANCE OF WATER TESTING AND CONTROL EQUIPMENT FOR THE CITY OF CENTRALIA, MISSOURI.”

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CENTRALIA, MISSOURI, as follows:

SECTION 1. The Mayor and City Clerk of the City of Centralia, Missouri are hereby authorized and directed to execute an agreement on behalf of the City of Centralia, Missouri, with Hach Service Partnership, Loveland, Colorado, for maintenance of water testing and control equipment for a period of one year commencing November 15, 2012 for a cost of Two Thousand Five Hundred Eighty-eight Dollars and No Cents (\$2,588.00) and renewing annually so long as the terms and cost remain the same.

SECTION 2. This ordinance shall take effect and be in full force and effect from and after the date of its passage and approval.

PASSED this 17th day of December, 2012.

Mayor

ATTEST:

City Clerk

This ordinance approved by the Mayor this 17th day of December, 2012.

Mayor

ATTEST:

City Clerk

G:\LYNNARCIVE12\ContractHach12 ord

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 2 of 2 Partnership Number : HACH254380
	<i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 <i>Purchase Orders</i>	<i>WebSite:</i> www.hach.com

Sub Total : \$2,588.00
Tax: \$0.00
Total : \$2,588.00

Partnership Notes :

CONFIRMATION OF TYPE OF PAYMENT IS DUE AT THE TIME OF PARTNERSHIP ACTIVATION.

For immediate assistance, contact our exclusive partnership technical support group at 1-866-902-HACH(4224). Please reference your partnership agreement number when calling.

To schedule onsite visits, please contact the Service Dispatch Team by phone at 1-800-227-4224 x6496 or by email at Dispatch@Hach.com.

If I can be of any further assistance please contact me at 800-227-4224 x6488 or you can email me at jdillon@hach.com

Thank you for your business!

Jody Dillon
Service Partnership Renewals

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are incorporated by reference into each of Hach's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Hach's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Hach TCS, subject to Hach's final credit approval: (i) Buyer's issuance of a purchase order document against Hach's offer or quotation; (ii) Hach's acknowledgement of Buyer's order; or (iii) commencement of any performance by Hach in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions of Sale shall be null and void and not considered part of the Contract

Customer Name : CITY OF CENTRALIA

Customer P.O. Number : _____

Customer Reference Number : _____

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 1 of 2 Partnership Number : HACH254380
	<i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 <i>Purchase Orders</i>	<i>WebSite:</i> www.hach.com



Partnership Number : HACH254380

Quotation Date : 15-NOV-12

Hach Company Contact : Dillon, Jody L

Service Partnership Phone :

Expiration Date : 30-DEC-12

Service Partnership Email : jdillon@hach.com

Customer Ref : RENEWAL QUOTE
Customer Phone : 573-682-3675

Customer Fax : 682-5956

Customer Contact : ADAMS, RANDY
Customer Email : citywater@centraliamo.org

Bill-To Account # 078539

Ship-To Account # 078539

Customer Name CITY OF CENTRALIA
Address4
Address1 114 S ROLLINS ST
Address2
Address3
City,State,PostalCode CENTRALIA-MO-65240-1367
Province/Country US

Customer Name CITY OF CENTRALIA
Address4
Address1 114 S ROLLINS ST
Address2
Address3
City,State,PostalCode CENTRALIA-MO-65240-1367
Province/Country US

Payment Terms: Net 30

Billing Method: Annually
Currency: USD

Line	Service Name	Start Date	End Date	Description/Serial Number	Line Total
1	FSPCL17 1.1 5440000	10-JAN-13	09-JAN-14	Fld Svc-2V CL17 Cl(current) CL17 FINAL ASSEMBLY W/KITS ; 050400012419	\$1,043.00
2	FSP1720E 2.1 LPV417.99.00002	10-JAN-13	09-JAN-14	Fld Svc-4V 1720E Turb Sensor 1720E LR TURBIDITY SENSOR, HACH ; 050500009566	\$657.00
3	FSPSC100 3.1 LXV401.52.02002	10-JAN-13	09-JAN-14	Fld Svc-1V SC100 Controller oo aa SC100, Hach, Modbus 486 ; 0505570284	\$178.00
4	FSPSC200 4.1 LXV404.99.00522	10-JAN-13	09-JAN-14	Fld Svc-1V SC200 Controller sc200 CONTROLLER, AC-DC,DIG, COND, HACH ; 1101C0004127	\$217.00
5	PMP-GLPHORP-2V 5.1 DPD1P1	10-JAN-13	09-JAN-14	PMP-GLI pH ORP PROBE 2V-(FRV 1) Digital pH Sensor, PEEK, Convertible ; 1103430472	\$493.00
6	HACH PM 4 VISIT 6.1 FIELD CONTRACT SITE	10-JAN-13	09-JAN-14	4 ON SITE VISITS Field Service Contract site visit ; HACH254380	\$0.00

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 2 of 2 Partnership Number : HACH254380
	<i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 <i>Purchase Orders</i>	<i>WebSite:</i> www.hach.com

Sub Total : \$2,588.00
Tax: \$0.00
Total : \$2,588.00

Partnership Notes :

CONFIRMATION OF TYPE OF PAYMENT IS DUE AT THE TIME OF PARTNERSHIP ACTIVATION.

For immediate assistance, contact our exclusive partnership technical support group at 1-866-902-HACH(4224).

Please reference your partnership agreement number when calling.

To schedule onsite visits, please contact the Service Dispatch Team by phone at 1-800-227-4224 x6496 or by email at Dispatch@Hach.com.

If I can be of any further assistance please contact me at 800-227-4224 x6488 or you can email me at jdillon@hach.com

Thank you for your business!

Jody Dillon
Service Partnership Renewals

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are incorporated by reference into each of Hach's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Hach's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Hach TCS, subject to Hach's final credit approval: (i) Buyer's issuance of a purchase order document against Hach's offer or quotation; (ii) Hach's acknowledgement of Buyer's order; or (iii) commencement of any performance by Hach in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions of Sale shall be null and void and not considered part of the Contract

Customer Name : CITY OF CENTRALIA

Customer P.O. Number : _____

Customer Reference Number : _____

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 1 of 2 Partnership Number : HACH254380
	<i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 <i>Purchase Orders</i>	<i>WebSite:</i> www.hach.com



Partnership Number : HACH254380	Quotation Date : 15-NOV-12
Hach Company Contact : Dillon, Jody L	Expiration Date : 30-DEC-12
Customer Ref : RENEWAL QUOTE	Service Partnership Phone :
Customer Phone : 573-682-3675	Service Partnership Email : jdillon@hach.com
Customer Fax : 682-5956	Customer Contact : ADAMS, RANDY
	Customer Email : citywater@centraliamo.org

Bill-To Account # 078539

Ship-To Account # 078539

Customer Name CITY OF CENTRALIA	Customer Name CITY OF CENTRALIA	Payment Terms: Net 30
Address4	Address4	Billing Method: Annually
Address1 114 S ROLLINS ST	Address1 114 S ROLLINS ST	Currency: USD
Address2	Address2	
Address3	Address3	
City,State,PostalCode CENTRALIA-MO-65240-1367	City,State,PostalCode CENTRALIA-MO-65240-1367	
Province/Country US	Province/Country US	

Line	Service Name	Start Date	End Date	Description/Serial Number	Line Total
1	FSPCL17 1.1 5440000	10-JAN-13	09-JAN-14	Fld Svc-2V CL17 Cl(current) CL17 FINAL ASSEMBLY W/KITS ; 050400012419	\$1,043.00
2	FSP1720E 2.1 LPV417.99.00002	10-JAN-13	09-JAN-14	Fld Svc-4V 1720E Turb Sensor 1720E LR TURBIDITY SENSOR, HACH ; 050500009566	\$657.00
3	FSPSC100 3.1 LXV401.52.02002	10-JAN-13	09-JAN-14	Fld Svc-1V SC100 Controller oo aa SC100, Hach, Modbus 486 ; 0505570284	\$178.00
4	FSPSC200 4.1 LXV404.99.00522	10-JAN-13	09-JAN-14	Fld Svc-1V SC200 Controller sc200 CONTROLLER, AC-DC, DIG, COND, HACH ; 1101C0004127	\$217.00
5	PMP-GLPHORP-2V 5.1 DPD1P1	10-JAN-13	09-JAN-14	PMP-GLI pH ORP PROBE 2V-(FRV 1) Digital pH Sensor, PEEK, Convertible ; 1103430472	\$493.00
6	HACH PM 4 VISIT 6.1 FIELD CONTRACT SITE	10-JAN-13	09-JAN-14	4 ON SITE VISITS Field Service Contract site visit ; HACH254380	\$0.00

December 13, 2012

COPPER PIPE BIDS

500' of K copper, 100' rolls

H.D SUPPLY	\$ 3.82 / FT.	\$ 1,910.00
WATER & SEWER SUPPLY	\$ 3.35 / FT.	\$ 1,675.00
WINNELSON SUPPLY	\$ 3.48 / FT.	\$ 1,740.00

BILL NO.

ORDINANCE NO.

A BILL TO CREATE AN ORDINANCE ENTITLED:

“AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK OF THE CITY OF CENTRALIA, MISSOURI TO EXECUTE AN AGREEMENT WITH eCIVIS, INC. OF PASADENA, CALIFORNIA FOR A THREE YEAR SUBSCRIPTION TO A GRANTS NETWORK RESEARCH & KNOWLEDGEBASE FOR THE CITY OF CENTRALIA, MISSOURI.”

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CENTRALIA, MISSOURI, as follows:

SECTION 1. The Mayor and City Clerk of the City of Centralia, Missouri are hereby authorized and directed to execute an agreement on behalf of the City of Centralia, Missouri, with eCivis, Inc., Pasadena, California, for a three year subscription to a Grants Network Research & KnowledgeBase for an annual cost of One Thousand Dollars and No Cents (\$1,000.00).

SECTION 2. This ordinance shall take effect and be in full force and effect from and after the date of its passage and approval.

PASSED this 17th day of December, 2012.

Mayor

ATTEST:

City Clerk

This ordinance approved by the Mayor this 17th day of December, 2012.

Mayor

ATTEST:

City Clerk

G:\LYNNARCIVE12\ContracteCivis12 ord



ECIVIS MASTER SUBSCRIPTION AND SERVICE AGREEMENT

Date 12/05/2012
 Contract No. 6093

This Agreement is made by and between:

eCivis, Inc., a Delaware corporation ("eCivis")
 418 N. Fair Oaks Ave. #301
 Pasadena, CA 91103
 Fax: (626) 628-3232
 Sales Contact:
 Nathan Schmidt

and City of Centralia, MO ("Customer")
 114 South Rollins
 Centralia, MO 65240
 Phone: (573) 682-2139
 Principal Contact and Master Access Holder:
 Tim Grenke, Mayor

This Agreement, and the Exhibits attached hereto, set forth the business relationship between the parties and the terms and conditions under which the following products are licensed and services are provided to Customer, and supersedes all previous agreements between eCivis and Customer. Please initial all pages of the terms and conditions of this contract.

eCivis Products	Description	Units	Avg Unit Price	Total Price
Grants Research Pack	Grants Network Research & KnowledgeBase - 2 User Licenses	1	\$4,000.00	\$4,000.00
Product Sub-Total				\$4,000.00
Manager Discount				(\$2,000.00)
Multi-year Discount				(\$1,000.00)
TOTAL PRICE				\$1,000.00

Subscription Period(s) and Payment Terms

The Subscription Period of this Agreement will conclude 1/31/2016. Payment is due February 28, 2013 allowing for FREE service until February 27.

- Cycle 1: 2/01/2013 through 1/31/2014 for a price of \$ 1,000
- Cycle 2: 2/01/2014 through 1/31/2015 for a price of \$ 1,000
- Cycle 3: 2/01/2015 through 1/31/2016 for a price of \$ 1,000

PRICE IS ONLY VALID IF AGREEMENT IS SIGNED ON OR BEFORE: December 21, 2012.

Renewal Terms – Additional extension of this agreement will occur as follows:

This agreement will be eligible for renewal for extended periods through a mutually agreed upon purchasing vehicle executed before the expiration of the subscription period listed above. No guarantees are made as to rate, access, or included services within this agreement. Purchasing vehicles executed after the termination date of this agreement are subject to then-current retail rates for all services provided.

Accepted By:
 City of Centralia, MO

Accepted By:
 eCivis, Inc.

By: _____
 (Authorized Signature)

By: _____
 (Authorized Signature)

Name: _____
 (type or print)

Name: James Ha
 (type or print)

Title: _____

Title: CEO

Date: _____

Date: _____

Send invoice to (if different than address above): _____

eCivis Master Subscription and Service Agreement

THIS MASTER SUBSCRIPTION AND SERVICE AGREEMENT ("AGREEMENT") GOVERNS YOUR ACQUISITION AND USE OF ALL OUR SERVICES.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on January 1, 2012. It is effective between You and Us as of the date of You accepting this Agreement.

Table of Contents

1. Definitions
2. Purchased Services
3. Use of the Services
4. Professional Services, Cooperation: Delays
5. Fees and Payment for Purchased Services
6. Proprietary Rights
7. Confidentiality
8. Warranties and Disclaimers
9. Limitation of Liability
10. Term and Termination
11. Governing Law and Jurisdiction
12. General Provisions
13. Mutual Indemnification

1. DEFINITIONS

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Professional Services" means work performed by Us for You by Our Grants Professional Services division under this Agreement or any relevant Purchase Order. Such work shall include, but not limited to, Grant Writing, Peer Review and/or Training services.

"Purchased Services" means Services that You or Your Affiliates purchase under this Agreement for Grants Network™ or Nonprofit One-Stop™.

"Services" means the products and services that are ordered by You and made available by Us online via the customer login link at <http://www.ecivis.com> and/or other web pages designated by Us.

"Users" means individuals who are authorized by You to use the Services, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users are limited to Your employees. Non-employees such as Consultants, contractors and agents, and third parties with which You transact business may not be granted access.

"We," "Us" or "Our" means eCivis, a Delaware corporation described in Section 13 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction).

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

"Your Data" means all electronic data or information submitted by You to the Purchased Services.

2. PURCHASED SERVICES

2.1. Provision of Purchased Services. We shall make the Purchased Services available to You pursuant to this Agreement and any relevant Purchase Order during a subscription term. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

2.2. User Subscriptions. Unless otherwise specified in writing, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

3. USE OF THE SERVICES

3.1. Our Responsibilities. We shall: (i) provide Our basic support for the Purchased Services to You at no additional charge, and/or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours notice via the Purchased Services and which We shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday Pacific Time), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet service provider failures or delays, or denial of service attacks, and (iii) provide the Purchased Services only in accordance with applicable laws and government regulations.

3.2. Our Protection of Your Data. We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 7.3 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters.

3.3. Your Responsibilities. You shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the user guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

3.4. Usage Limitations. Services may be subject to other limitations, such as, for example, limits on the number of grants that can be managed in Our Grants Network™ Tracking & Reporting product, on the number of grant applications, peer reviews and/or trainings provided by Us. Any such limitations are specified in the signature page of this Agreement.

4. PROFESSIONAL SERVICES, COOPERATION: DELAYS

4.1. Should this Agreement include Our Professional Services, each party agrees to cooperate reasonably and in good faith with the other in the performance of such Professional Services and acknowledges that delays may otherwise result. You agree to provide, or provide access to, the following as needed, and when applicable, for services that require Us to be at Your location: office workspace, telephone and other facilities, suitably configured computer equipment with Internet access, complete and accurate information and data from Your employees and agents, continuous administrative access to its ecivis.com account, coordination of onsite, online and telephonic meetings, and other resources as reasonably necessary for satisfactory and timely performance of the Professional Services.

4.2. Each party agrees its respective employees and agents will reasonably and in good faith cooperate with each other in a professional and courteous manner in the performance of their duties under this Agreement. Either party may suspend performance hereunder immediately upon written notice should the other party's employees or agents fail to act accordingly.

4.3. It is understood by You that delays in providing material or information resulting in missed grant application deadlines does not constitute non-delivery of grant writing services by Us. We shall provide a reasonable timeline to ensure the delivery of Our Granting Writing services.

5. FEES AND PAYMENT FOR PURCHASED SERVICES

5.1. Fees. You shall pay all fees specified under this Agreement. Except as otherwise specified herein, (i) fees are based on services purchased and not actual usage for Purchased Services, (ii) payment obligations are non-cancelable and fees paid are non-refundable and will not result in any refund or credit and (iii) the number of User subscriptions purchased cannot be decreased during the relevant subscription term.

5.2. Invoicing and Payment. You will provide Us with valid and updated credit card information, or pay by check. If You provide credit card information to Us, You authorize Us to charge such credit card for all Services listed under this agreement for the initial subscription term and any renewal subscription term(s) as set forth in Section 10.2 (Term of Purchased User Subscriptions). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated under this Agreement. Unless otherwise stated in this Agreement, invoice charge(s) are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

5.3. Overdue Charges. If any charges are not received from You by the due date, then at Our discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals on payment terms shorter than those specified in Section 5.2 (Invoicing and Payment).

5.4. Suspension of Service and Acceleration. If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue (or 10 or more days overdue in the case of amounts You have authorized Us to charge to Your credit card), We may, without limiting Our other rights and remedies, suspend Our services to You until such amounts are paid in full. We will give You at least 7 days' prior notice that Your account is overdue.

5.5. Taxes. Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against it based on Our income, property and employees.

6. PROPRIETARY RIGHTS

6.1. Reservation of Rights in Services. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

6.2. Restrictions. You shall not (i) permit any third party to access the Services except as permitted herein or in an Order Form, (ii) create derivative works based on the Services except as authorized herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

6.3. Your Applications and Code. If You, a third party acting on Your behalf, or a User creates applications or program code using the Services, You authorize Us to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.

6.4. Your Data. Subject to the limited rights granted by You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein.

6.5. Suggestions. We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services.

7. CONFIDENTIALITY

7.1. Definition of Confidential Information. As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions

of this Agreement, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

7.2. Protection of Confidential Information. The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement other than its Affiliates and their legal counsel and accountants without the other party's prior written consent.

7.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

8. WARRANTIES AND DISCLAIMERS

8.1. Our Warranties. We warrant that (i) We have validly entered into this Agreement and have the legal power to do so, (ii) the Services shall perform materially in accordance with this Agreement, (iii) We will not transmit Malicious Code to You, provided it is not a breach of this subpart (iv) if You or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, Your exclusive remedy shall be as provided in Section 10.3 (Termination for Cause) below.

8.2. Your Warranties. You warrant that You have validly entered into this Agreement and have the legal power to do so.

8.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. LIMITATION OF LIABILITY

9.1. Limitation of Liability. NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE LESSER OF \$500,000 OR THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 5 (FEES AND PAYMENT FOR PURCHASED SERVICES).

9.2. Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. TERM AND TERMINATION

10.1. Term of Agreement. This Agreement commences on the date You accept it and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.

10.2. Term of Purchased User Subscriptions. User subscriptions purchased by You commence on the start date specified under this Agreement and continue for the subscription term specified herein.

10.3. Termination for Cause. A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other

proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.4. Return of Your Data. Upon request by You made within 30 days after the effective date of termination of a Purchased Services subscription, We will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

10.5. Surviving Provisions. Section 5 (Fees and Payment for Purchased Services), 6 (Proprietary Rights), 7 (Confidentiality), 8.3 (Disclaimer), 9 (Limitation of Liability), 10.4 (Return of Your Data), 11 (Governing Law and Jurisdiction), 12 (General Provisions) and 13 (Mutual Indemnification) shall survive any termination or expiration of this Agreement.

11. GOVERNING LAW AND JURISDICTION

11.1. Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California as it applies to a contract made and performed in such state.

12. GENERAL PROVISIONS

12.1. Anti-Corruption. You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Our Legal Department (legal@ecivis.com).

12.2. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

12.3. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

12.4. Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

12.5. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.6. Attorney Fees. You shall pay on demand all of Our reasonable attorney fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 5.2 (Invoicing and Payment).

12.7. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.8. Entire Agreement. This Agreement, including all exhibits and addenda hereto constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted.

13. MUTUAL INDEMNIFICATION

13.1. Indemnification by Us. We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "Claim Against You"), and shall indemnify You for any damages, attorney fees and costs finally awarded against You as a result of, and for amounts paid by You under a court-approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You; (b) give Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim

Against You, or if We reasonably believe the Services may infringe or misappropriate, We may in Our discretion and at no cost to You (i) modify the Services so that they no longer infringe or misappropriate, without breaching Our warranties under "Our Warranties" above, (ii) obtain a license for Your continued use of the Services in accordance with this Agreement, or (iii) terminate Your User subscriptions for such Services upon 30 days' written notice and refund to You any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination.

13.2. Indemnification by You. You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "Claim Against Us"), and shall indemnify Us for any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You may not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.

13.3. Exclusive Remedy. This Section 13 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

[Remainder of page intentionally left blank, signature page is on the cover page to this Agreement]

Letter of Appointment

Please mail to: Director
 State Emergency Management Agency
 P.O. Box 116
 Jefferson City, MO 65102

Please be advised that **Fire Chief Scott Olsen** has been appointed as
Emergency Management Director for the **City of Centralia** ,
effective _____.

Mailing address and contact information of the new EMD is: (please print)

Name: **Scott Olsen**
Address: **Boone County Fire Protection District**
 2201 I-70 Drive Northwest, Columbia, MO 65202
Email Address: **solsen@bcfdmo.com**

SEMA has my permission to release my email address to other State/Federal agencies:

YES **X** NO

Business Phone: **(573) 447-5000**

Fax Number: **(573) 447-5099**

Cell Phone: **(573) 268-5942**

SEMA has my permission to release my cell phone number to other State/Federal agencies:

YES **X** NO

Printed Name of Chief Elected Official
Presiding Commissioner or Mayor: _____

Address of Chief Elected Official: _____

Signature of Chief Elected Official: _____