

AGENDA  
CITY OF CENTRALIA, MISSOURI  
Board of Aldermen  
Regular Meeting  
August 19, 2013  
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. PRESENTATION OF AUDIT REPORT FOR FISCAL YEAR 2012-2013- Williams-Keepers
- VII. ECONOMIC DEVELOPMENT REPORT BY CHAMBER OF COMMERCE REPRESENTATIVE
- VIII. PUBLIC HEARINGS -
  - A. Setting Property Tax Rates for 2013
- IX. ACTION AGENDA
  - A. Finance -
    - 1. Setting Property Tax Rates for 2013 - Ordinance  
Bill No. \_\_\_\_\_ Ordinance No. \_\_\_\_\_
  - B. Permits and Licenses - None Scheduled
  - C. Legal -
    - 1. Revising Lists of Locations of Stop Signs and Yield Signs - Ordinance  
Bill No. \_\_\_\_\_ Ordinance No. \_\_\_\_\_
    - 2. Revising Lists of Locations for Parking Regulations - Ordinance  
Bill No. \_\_\_\_\_ Ordinance No. \_\_\_\_\_
  - D. Purchasing -
    - 1. Authorizing Agreement with Simon Associates, Inc. for Architectural Services  
Repair and Upgrades to City Hall, Park Gazebo, and Police Station-Ordinance  
Bill No. \_\_\_\_\_ Ordinance No. \_\_\_\_\_
    - 2. Authorizing Agreement with LeadsOnline LLC for Law Enforcement Website Data Base  
Access for Investigations - 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. ADJOURN

Mayor Grenke called the regular meeting to order at 7:00 p.m.

Roll Call: Aldermen Donald Bormann, Jim Lee, Landon Magley, Catherine Simmons and David Wilkins answered roll call.

Absent: Alderman Jon Angell

Also present were City Administrator Lynn P. Behrns, City Attorney Merritt Beck, Police Chief Larry Dudgeon, Water Department Foreman Mike Forsee, Evelyn Robertson, Jessica Orsini and Art Dollens

Others present: James Smith with the Centralia Fireside Guard

**Pledge of Allegiance:**

Mayor Grenke led everyone in the pledge of allegiance.

**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. Reports
  - 1. Treasurer's & Collector's Reports
  - 2. Activity Reports

Motion was made by Alderman Simmons 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.

Accounts Payable over \$1250 were presented in the amount of \$589,282.54 as follows:

<b>ACCOUNTS PAYABLE OVER \$1250</b>	
<b>JULY 15, 2013</b>	
AJ's Collision (Units 26 & 29 Parts & Labor \$849.00)	\$ 1,271.89
Ameren (Transmission Charges)	\$ 16,094.16
Ameren Energy Marketing (Wholesale Electric)	\$ 132,030.36
Armor Equipment (30 Poly Carts)	\$ 2,040.00
Asplundh (Tree Trimming)	\$ 4,053.20
Asplundh (Tree Trimming)	\$ 3,749.21
Asplundh (Tree Trimming)	\$ 4,053.20
Boone Electric Coop (Lift Station & NE & NW Pump stations)	\$ 1,396.78
Centurylink	\$ 1,268.95
Elliott Equipment Co (New Trash Trk)	\$ 162,045.00
Hardesty Construction (Cemetery Mowing)	\$ 2,525.00
HD Supply Waterworks (Hydrants / Couplings \$2246.68)	\$ 2,366.34
HD Supply Waterworks (Locator \$2501.25)	\$ 4,519.47
Justin Romine Demo (617 S Pool)	\$ 1,500.00
Lacrosse Lumber (Ave of Flags Materials \$2419.36)	\$ 3,455.83
Midwest Meter (228 Orion Meters)	\$ 15,048.00

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Midwest Meter (48 Orion Pit Meters)	\$	3,487.46
MJMEUC (Prairie State)	\$	56,984.64
S & S Electric (Overland Flow Pump)	\$	3,765.00
Special Election 2 (Cost April Municipal Election)	\$	2,425.16
Williams Keepers (Audit Payment # 3)	\$	3,500.00
<b>TOTAL</b>	<b>\$</b>	<b>427,579.65</b>
<b>ADDED AFTER GGFC MEETING (2nd)</b>		
Asplundh (Tree Trimming)	\$	3,955.60
Dayne's Waste Disposal (Contract Labor & Tipping Fees)	\$	23,680.66
Insituform (Sanitary Sewer Rehabilitation)	\$	89,427.30
MFA Oil (Fuel)	\$	6,519.10
MISO	\$	4,633.48
UMB Bank (MAMU 08 Lease Pmt)	\$	13,361.75
<b>TOTAL</b>	<b>\$</b>	<b>141,577.89</b>
<b>ADDED TODAY</b>		
Midland GIS (Progress Payment on GIS System)	\$	20,125.00
<b>TOTAL</b>	<b>\$</b>	<b>20,125.00</b>
<b>GRAND TOTAL</b>	<b>\$</b>	<b>589,282.54</b>

Alderman Simmons made the motion to approve the Accounts Payable over \$1250 in the amount of \$589,282.54. Alderman Wilkins seconded the motion. On a call by the Mayor for ayes and nays, the motion passed unanimously.

Magley asked if that was the last bill for Daynes Waste Disposal. Behrns replied that there were probably two more days to pay for from July.

**COMMENTS FROM CITIZENS:**

The Comments from Citizens portion of the meeting was opened at 7:03 p.m. by Mayor Grenke.

Art Dollens – 230 S Rollins

Dollens spoke regarding the upcoming school year, and noted that he had a child who wants to try out for football and one that wants to try out for volleyball. Dollens held up a “No Trespassing” sign while he spoke about not being allowed onto school property.

Evelyn Robertson – 221 Sunset Lane

Robertson requested the Board member’s opinions regarding purchasing a golf-cart, and asked if they would recommend she get a gasoline or electric powered golf-cart. Mayor Grenke responded that it depends on what she was going to use it for, and that a lot of golf carts are a combination of both and perform equally. There was some discussion regarding the speed limit for golf-carts, which is 25 mph.

Jessica Orsini – 231 S Hickman

Orsini offered her congratulations on finally selling 105 N Allen. She mentioned that she would like to see the Board make an opinion on Naraganset Building owned by Clifford DeLaRos. She said that she truly believes that Delarosa has full intent to renovate the structure, but is unsure that he has the means or time to get it done as she doesn’t think it’s a thing that one person working on his own with his own means can do. Bormann questioned if Orsini thought it was the City’s responsibility to tear the building down. Orsini replied that she would hate to see the City to take on another building and understands that under certain rules that could be a huge liability for the City.

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Mayor Grenke stated that he had received call from Delarosa and will be meeting with him next week to find out the plan to work on the building from this point. He also said that he would find out what City can do to help him out, within reason.

Hearing no further comments, the Comments from Citizens portion of the meeting was closed at 7:12 p.m. by Mayor Grenke.

**ECONOMIC DEVELOPMENT REPORT BY CHAMBER OF COMMERCE REPRESENTATIVE:**

There was no Chamber representative present.

There was a report provided in the packet.

Bormann stated that one can see on the sheet that this year for Anchor Fest was not as good as last year, but was still in line with several of the prior years.

Behrns pointed out that the Missouri State championship time trials will run from Centralia through Sturgeon soon. Bormann noted that this could be an annual event as coordinators are looking for a place to hold the event, and they encourage participants to shop locally and use local restaurants while they are here.

**PUBLIC HEARRINGS: None Scheduled**

**ACTION AGENDA:**

**Finance: None Scheduled**

**Permits and Licenses: None Scheduled**

**Legal:**

**ORDINANCE:** Authorizing Contract for Sale of Land (105 N. Allen)

Beck pointed out that the Aldermen have an ordinance in the agenda packet authorizing sale of property at 105 N Allen with Harlan & Rhonda Hatton. He went over the terms of the contract with Mrs. Hatton, and believes everything to be in order. Closing date is scheduled fro August 9, 2013.

Alderman Simmons presented a bill marked and designated as bill no. 2663 to create an ordinance entitled "AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK OF THE CITY OF CENTRALIA, MISSOURI TO EXECUTE A REAL ESTATE CONTRACT OF SALE WITH HARLAN D. HATTON AND RHONDA J. HATTON, HUSBAND AND WIFE, TO SELL A TRACT OF LAND IN THE CITY OF CENTRALIA, MISSOURI." 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: Bormann, Lee, 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 2730.

James Smith questioned if there was ever a final total of the amount to make that lot safe and ready. Mayor Grenke replied that the cost was a little more than \$65,000. Behrns noted that a lot of that cost is labor and the total amount is an estimate.

**ORDINANCE:** Re-adopting Sections 2-7 and 2-8 of Centralia City Code Concerning Procedure for Disclosure of Certain Financial and Other Interests of Public Officials in Matters Affecting the City

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Behms stated that this ordinance has to be passed every two years with some changes if the State decides to make changes. This could wait, but since there are hearings on tax rates and the auditor reports scheduled for the August meeting, he would suggest passing this ordinance now.

Beck noted that there had been no changes in state law. This ordinance allows candidates filing for city office to file financial disclosure statements that are less detailed than if the ordinance was not passed.

Alderman Wilkins presented a bill marked and designated as bill no. 2664 to create an ordinance entitled "AN ORDINANCE TO RE-ADOPT SECTION 2-7 AND SECTION 2-8 OF THE CENTRALIA CITY CODE CONCERNING PROCEDURES FOR CERTAIN CITY OFFICIALS AND EMPLOYEES TO DISCLOSE CERTAIN FINANCIAL AND OTHER INTERESTS IN MATTERS AFFECTING THE CITY OF CENTRALIA, MISSOURI." Alderman Wilkins 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 Simmons and motion carried unanimously. The bill was then read by title only. Alderman Wilkins moved the bill be placed on its second reading. Motion was seconded by Alderman Magley 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 Wilkins moved the final passage of the bill. Alderman Simmons seconded the motion. The Mayor called for a roll call vote and the ordinance passed with the following vote. Aldermen voting FOR: Bormann, Lee, 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 2731.

**ORDINANCE:** Amending City Code to Increase Fees for Impounding and Confinement of Animals Confined at the Centralia City Pound

Alderman Lee presented a bill marked and designated as bill no. 2665 to create an ordinance entitled "AN ORDINANCE TO AMEND CENTRALIA CITY CODE SECTION 4-5, SECTION 4-20, SECTION 4-29, SECTION 4-35, SECTION 4-36 AND SECTION 4-40 CONCERNING THE FEES CHARGED FOR IMPOUNDMENT AND CONFINEMENT (BOARDING) OF ANIMALS CONFINED AT THE CENTRALIA CITY POUND, AND TO MAKE TECHNICAL REVISIONS ." Alderman Lee 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 Lee 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 Lee 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: Bormann, Lee, 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 2732.

**PURCHASING:**

Water Department Foreman, Mike Forsee, presented quotes from Crown Power & Equipment and Henderson Implement for the purchase of a backhoe as follows:

Crown Power & Equipment, \$71,601  
Henderson Implement, \$69,750

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Forsee noted that both of the backhoes quoted are almost identical. The old backhoe currently being used by the Street Dept would be sold and the one currently being used by the Water Dept would be transferred to the Street Dept. The one transferred to the Street Dept has 4-wheel drive, which will be good for what the street dept would use it for, but isn't the best for work that the water dept needs to do.

Alderman Bormann made a motion to approve the purchase of the backhoe from Henderson in the amount of \$69,750. Alderman Simmons seconded the motion. On a call by the Mayor for ayes and nays, the motion passed unanimously.

**OLD BUSINESS:**

**NEW BUSINESS:**

**Mayor:**

Grenke reported that he would be on vacation from 8/7 – 8/14 and will be in Michigan. He stated that he will try to call into the General Government & Public Safety meeting.

**Appointments: None**

**Aldermen:**

**City Administrator:**

Behrns announced that the Audit report is in draft form and about ready to be presented. He is in the process of writing the management report, and it will be included in the August Board meeting.

Behrns presented bids for a new air conditioner condenser unit for the Fire Department to replace the one that was stolen as follows:

Brown Plumbing, Heating and Cooling LLC - \$2,800  
Hancock Heating & Air, \$2,500  
Robinson Heating & Air, \$2,380

There was some discussion regarding the location that the unit would be mounted.

Alderman Bormann made a motion to approve the purchase of the condenser unit from Robinson in the amount of \$2,380. The motion was seconded by Alderman Wilkins. On a call by the Mayor for ayes and nays, the motion passed unanimously.

Behrns also report that he has received the assessed valuations from County Clerk and they are up. He noted that he still has put it into the calculators, but it does not appear that the rates would go up. He will prepare an ad and will have a public hearing before the next board meeting.

Behrns noted that he would be gone July 25<sup>th</sup> – August 1<sup>st</sup> – will be on vacation to Minnesota.

**City Attorney:**

Beck reported about the Marantha church, and he has met with president, Richard Wright, who is still living in Columbia. Wright said he is working in the area, and is interested in proceeding. He apologized for the delay, and Beck would say there will be a good effort to get the property sold so it will be out of the church's hands in the next few months.

**City Clerk: None**

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**As May Arise: None**

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

Meeting adjourned at 7:41 p.m.

A handwritten signature in cursive script, appearing to read "Heather Lockett", written over a horizontal line.

Heather Lockett, City Clerk

## **Minutes of the Public Works and Public Utilities Committee for Monday, August 5, 2013.**

The meeting was called to order by Alderman Bormann at 7:00 p.m. Present were Mayor Grenke, Aldermen Simmons, Magley, Lee, and Angell. Also attending were Lynn Behrns, Mike Forsee, Phil Hoffman, Mark Mustain, Jason Scott, and James Smith.

Those in attendance recited the Pledge of Allegiance.

### Comments from Citizens

Scott presented a complaint about a situation involving a fire alarm at the Hubbell/Chance facilities on North Allen Street. Scott said the alarm was loud and was not turned off for more than twelve hours—at 9:40 a.m. on Sunday morning. He repeatedly requested that the Police Department issue a citation to Hubbell for peace disturbance, but none was forthcoming. Eventually, the police issued Scott a citation and a no-trespass order. He asked that the aldermen provided him with an explanation. Mayor Grenke said that he will research the situation.

### Water and Sewer Department

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

Committee members had no questions.

Forsee asked if the City could reconsider its unwritten policy of using “flowable fill” to fill in excavations in public streets. The use of flowable fill goes back more than twenty years. Then, the City had a problem with street patches subsiding as the aggregate and clay fill compacted. Flowable fill was recommended by many cities in the St. Louis area. It is a sand, cement, and water mix that completely fills a trench and sets up quickly, but can latter be easily scrapped away with backhoes and hand tools.

However, this is not always the way it works out for us. Perhaps because excavations are infrequent, the local readi-mix venders have not always supplied flowable fill with the proper consistency. Sometimes, it takes too long to solidify; sometimes it hardens to a concrete density (that would later take a jack hammer to break up). This situation seems not likely to get better. The utility crews believe that the City would best be served by returning to an aggregate fix, compacted in lifts. Magley noted that Columbia requires a bridging lift of concrete before a final surface lift of asphalt. The department heads said that this might be extreme and make access to pipes as difficult as the flowable fill can be. Angell said that the department heads had discussed this beforehand, and that their recommendation should carry weight. He indicated that he would like to run the matter by an acquaintance with relevant experience. All alternatives seemed to come with a greater need for inspection by City personnel. Behrns noted that overtime costs for weekend call outs could rise.

Eventually, committee members instructed Behrns to prepare a draft ordinance that required permits and set specifications for all street cuts. Behrns said that he could review the requirements for several other cities and have a draft ready for the September committee meeting.

Forsee present a bid tabulation for a large amount of pipe and fittings for future water and sewer projects and replenish stock for his department. He said that some might be needed before the regular Board meeting. Simmons moved to purchase the material from Water and Sewer Supply for \$5,984.44. Magley seconded the motion. All members present voted in favor and the motion carried.

Forsee reported that Midwest GIS was finishing up on the water system locates and will be supplying a

preliminary map soon. Mustain is already examining the draft map of the electric system. The locator crew may come back again to double check some readings after the foliage canopy is gone. Forsee said that the Midwest crews were very professional and actually found several blockages and other problems which the City crews could correct.

#### Electric Department

Committee reviewed the activity report and future work schedule for the Electric Department. Committee had no questions.

#### Streets and Sanitation

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

Hoffman said that the new trash truck was performing well. The repairs on the spare truck had finally been completed and it was returned on Friday. Hoffman intends to use it several days and test it before Labor Day's double trash routes.

Hoffman told Angell that the sweeper also was working well. The City is sweeping at least once per week. This will become more frequent when leaves start dropping. The vacuum hose has been effective in cleaning out stormsewer basins. The Street crews have also installed or replaced several sections of culvert.

Construction staking is in place for Cannon to start the replacement work on Switzler Street as weather permits.

#### Other

None.

#### As May Arise

Bormann and James Smith asked about an on-line EPA site which described numerous permit violations for our sewer treatment system. Staff said they were unaware of any violations, other than some need for retests. Notices are issued by the State Department of Natural Resources, not the EPA; and the City has not received any such notices. Since the City has not had any discharges for almost 2 ½ years, there can not any violations. Forsee said he will call DNR and get an explanation.

Magley asked about the repair to the boom mower tractor wheel. Hoffman said it was done quickly and the wheel was reinforced. The wheel on the other side had previously been checked and reinforced around the bolt holes before any failure occurred.

The Committee adjourned at about 7:40 p.m.

## **Minutes of the General Government and Public Safety Committee meeting of Monday, August 12, 2013.**

The meeting was called to order by Alderman Wilkins at 7:00 p.m. Present were Aldermen Magley, Simmons, Bormann, Angell, and Lee. Also attending were Lynn Behrns, Police Lieutenant Robert Bias, Patrol Officer Joe Bellamy, Fire Chief Denny Rusch, Jason Scott, and James Smith.

Those present participated in the Pledge of Allegiance.

### Comments from Citizens

Scott asked if the Committee had any response to his questions from the preceding meeting. Bias and Bellamy responded with a written report which gave the reasons why the City has not issued a peace disturbance citation for the fire alarm which rang for several hours over a holiday weekend. State statute definitions mean that the charge would have to show the incident was deliberate. In this case, personnel were trying hard to properly end the noise of the alarm. Therefore, no crime had occurred. Mr. Scott received this answer with apparent skepticism. He then asked why he had not received a written answer to his complaint against the police officer who arrested him for trespassing after he repeatedly refused to leave the Police Station. Committee members told him that the complaint would be handled by Mayor Grenke, who is out of town. Scott said that he would be serving a 65-day jail sentence, but would return for the response at the first meeting of the Aldermen after he was released.

### City Prosecutor

No report.

### Fire Department

Fire Chief Rusch presented a report of July activities of the Fire Department.

Rusch said that the firefighters are keeping a close eye on fire truck #1102. There is some indication of a transmission problem. Because the truck would have to be taken to St. Louis for any transmission repair, the firefighters are just monitoring the situation, so long as the truck is operable.

### Police Department

Bias presented a report of July activities and calls to the Police Department. Committee members had no questions.

Behrns present draft ordinances that aggregate and update some traffic regulations (which are not otherwise in the City Code). One ordinance lists the location of stop and yield signs. The other has lists of various zones where there are limitations on parking. (Only zones for truck parking and designation of handicapped parking spaces are in the Code.) Each of the drafts collects the provisions of many existing ordinance into one, simpler reference. Both of the new ordinances will be on the next Board agenda.

Bias requested that City again subscribe to LeadsOnline. Centralia had once used the service, but not frequently enough to justify the large expense. Recently, there has been an increase in burglaries and thefts where the stolen property may be taken to pawn shops or scrap metal dealers. With LeadsOnline, the department can access a data base of items and customers using pawn shops and scrap dealers and compare this data to local crimes. Behrns has analyzed current financial reports and believes that the City can handle the fee of \$1,488 per year for three years. He has prepared an ordinance for the next Board meeting to allow the Mayor to sign a subscription agreement.

Emergency Management

No report.

Protective Inspection

The City closed on the sale of property at 105 N. Allen Street.

Behrns said that the permits issued for new housing has now reached 15 units for the year

A dangerous structure notice has been mailed concerning the house at 535 S. Allen. This is a house which has been vacant for more than five years and has deteriorated beyond repair. It has a new owner, who has indicated that he intends to demolish the house.

Economic Development

Behrns noted that the agenda packet contained a report from Barry Stevens on CREDI activities. The upcoming City newsletter will include a sheet from CREDI and the Chamber of Commerce promoting the Purchase with a Purpose program.

Wilkins said that he had received an email from Barry Stephens, announcing that Stephens is resigning as president of CREDI. No replacement representative has been selected.

Park Department

The Park Board minutes for the July meeting were in the Committee agenda packet.

Cemetery Advisory Committee

No report.

Tree Board

No report.

Library Board

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

Finance

Financial statements for July were in the agenda packet. One third of the way through the fiscal year, expenditures and financial resources seem to be tracking as expected.

Bills over \$1,250

Committee received a preliminary list of bills over \$1,250. They had no initial questions.

Other

The regular Board meeting will include an advertized public hearing on property tax rates and an ordinance to set those rates for the general fund, park and recreation, library and library debt service. Because the quirks of state statutes, the City was able to increase some of the rates by hundredths of a cent. This is not very consequential, less than \$1 on the typical house. Behrns has advertized the rates at the maximum permissible, based on the State Auditors website calculator. This might change as the division of real estate and personal property include in the total for State assessed property becomes known. If the final cap is lower, the ordinance will be amended downward. If higher, the

advertized rate will be used. The rate for the library debt service fund does not have a cap, but will be held stable, since only three or so years remain on the underlying bond issue, and reserves are adequate.

Representatives of Williams Keepers will be on hand to present the final audit for the fiscal year which ended March 31. Behrns expects this to be a “clean” audit, as usual. As soon as a pdf of the report is received, Behrns will have it sent to the Aldermen electronically for advanced review.

Behrns has discussed architectural work for the City Hall repairs and upgrades with John Simon of Simon Associates. Simons has submitted a proposal, which was included in the Committee agenda packet. The proposal sets forth labor rates and estimates for costs of several services. The cost to the City would be for actual work at the described rates, plus expenses, for a final bill not to exceed \$15,500 for City Hall and Police Station work, and \$5,500 for ADA improvements to the City Square gazebo. Behrns does not believe that many of the work items will be necessary because some of the work will be done with city employees and not require bid documents. Bormann said that he could likely provide some surveying work for no charge—an additional savings. An ordinance will be on the next Board agenda to accept the proposal and allow the Mayor to sign a contract. Behrns will need to refer the gazebo renovations to the Park Board at its next meeting. The gazebo expenses will be charged to Park accounts.

#### As May Arise

Behrns told the Committee about conversations he had with Angell and Russ Green about how to increase the number of parking spaces near the building on Railroad. Changing parallel parking spaces to diagonal spaces on the south side of the street would add only two new spaces. Changing parallel spaces to diagonal spaces on the north side of the street could add up to 16 additional spaces.

At present, there are four car spaces and a length devoted to parking long trucks. The change on the north would require the loss of about one-half of the City's designated truck parking. Several of the spaces at the west end would only be available to compact cars. Diagonal parking on either side will only leave 20.4 feet for the two travel lanes. Committee discussed whether the City had an obligation to provide semi-truck parking, but came to no conclusion. After a review of the choices and history, Committee decided that Behrns and Angell can tell Green that the City is open to dropping the truck parking and marking the entire length of the block for parallel parking of automobiles. However, they will not make such a change until the potential tenants for Green's building are identified and their need for parking is estimated. Green will be able to assure the potential tenants for the floor space on the first story that parking can be expanded if needed. Behrns noted that there is open space in the rear of the building which could be used for parking for tenants of upstairs apartments.

Committee discussed staff research into a citizen's concern that an EPA website listed several violations for the City's Wastewater Treatment Plant. Behrns has shared email responses from two DNR employees. They indicate that the EPA site is in error. They are not aware of any true violations.

Neither is the City staff. Staff has received occasional letters of warning. These have been minor and were addressed before rising to the level of violations. Two or three of the “violations” appear to refer high ammonia levels from third party tests of the receiving creek and not to plant discharges; the plant may just be the closest reference facility. Regardless, the City has not permitted any wastewater discharge since June 2010. There cannot be a violation of discharge limits when there is no discharge.

There seems to be a communications problem between DNR computers and EPA computers, and EPA has declined to make any changes.

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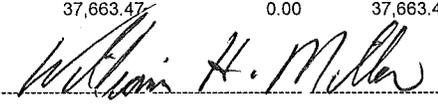
Magley asked staff to contact the COLT Railroad to have them mow grass on their side of the fence which runs east of Columbia Street and west of the railroad tracks.

The Committee then adjourned at about 8:15 p.m.

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CITY OF CENTRALIA, MISSOURI  
 TREASURER'S REPORT  
 CASH - CHECKING ACCOUNTS  
 FOR THE MONTH OF JULY, 2013

	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE	INVESTMENTS	TOTAL
GENERAL FUND	304,225.40	126,751.79	131,100.03	299,877.16	200,000.00	499,877.16
POOL	5,464.58	29,281.48	32,481.72	2,264.34		2,264.34
PARK	47,806.47	5,501.64	20,312.42	32,995.69	0.00	32,995.69
RECREATON CENTER	210,120.35	21,514.90	10,999.04	220,636.21	0.00	220,636.21
LIBRARY	0.00	11,500.64	11,500.64	0.00	0.00	0.00
LIBRARY DEBT SERVICE	0.00	248.80	248.80	0.00	33,345.16	33,345.16
CEMETERY	195,658.40	2,875.52	3,653.69	194,880.23	200,000.00	394,880.23
AVENUE OF FLAGS	7,900.39	303.88	2,862.02	5,342.25	0.00	5,342.25
TRAN. SALES TAX REVENUE	213,903.56	18,090.33	0.00	231,993.89	0.00	231,993.89
PARK SALES TAX	114,759.33	18,040.36	0.00	132,799.69	0.00	132,799.69
WATER-OPERATING	293,324.28	53,003.61	55,222.06	291,105.83	0.00	291,105.83
WATER-SECURITY DEPOSIT	15,413.00	780.00	1,320.00	14,873.00	0.00	14,873.00
SANITATION (LANDFILL)	140,200.55	34,655.58	44,157.26	130,698.87	0.00	130,698.87
SEWER	114,890.52	21,854.71	98,327.57	38,417.66	0.00	38,417.66
ELECTRIC-OPERATING	478,304.31	238,440.60	297,969.86	418,775.05	600,000.00	1,018,775.05
ELECT.-SECURITY DEPOSIT:	36,192.15	1,977.85	3,125.00	35,045.00	0.00	35,045.00
CAPITAL PROJECTS	2,778.28	149.20	0.00	2,927.48	0.00	2,927.48
INTERNAL SERVICE:						
PERSONNEL	(4,422.57)	3,468.13	3,734.73	(4,689.17)		(4,689.17)
FINANCIAL	0.00	0.00	0.00	0.00		0.00
EQUIPMENT USE	319,237.02		(14,184.93)	333,421.95		333,421.95
<b>TOTAL</b>	<b>2,495,756.02</b>	<b>588,439.02</b>	<b>702,829.91</b>	<b>2,381,365.13</b>	<b>1,033,345.16</b>	<b>3,414,710.29</b>
A. B. Chance Memorial	4,590.15	0.04	928.50	3,661.69	251,350.71	255,012.40
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

July, 2013

Real Estate Tax Collections	\$2,046.86
Personal Property Tax Collections	\$1,615.09
Dog Tax	\$94.00
Cat Tax	\$24.00
Merchant's License	\$145.00
Penalties	\$608.09
Railroad/Utility Tax	
Financial Institution Tax	
Sur Tax	
Total	\$4,533.04

### Deposited in the Following Funds

General Fund	\$2,385.58
Park Fund	\$950.44
Library Revenue Fund	\$948.22
Library Bond (Tsfr to Library Debt Service Acct)	\$248.80
Total	\$4,533.04

Submitted by:



Heather Lockett, City Collector

# **City of Centralia Activity Reports**

**July 2013**

***Prepared By: Phyllis Brown***

## BUILDING ADMINISTRATION

Permit Data	Jul-13	Mar 2013 - Apr 2014 Totals
New Residential & Duplex	4	3
Residential Additions, Alterations, Repairs, Elec Upgrade	8	8
Residential Storage Buildings/Fences/Carport/Swimming Pools	6	11
New Commercial Buildings		
Non Residential Additions, Alterations, Repairs, Elec Upgrade, New Sign	1	4
Courtesy Inspections - New Trailers/Gas Lines	1	2
Renewal		
New Institutional		
Institutional Additions, Alterations, Repairs		1
New Community Recreation Center		
Commerical Electrical Inspection		
Pole Barn		
<b>Building Permit Summary</b>		
Number of Permits Issued	<b>20</b>	<b>29</b>
Permit Valuation	<b>\$443,450.00</b>	<b>\$754,270.00</b>

## ACTIVITY REPORT

Pay Date

		Jul-13								FYTD TOTALS	
		07/05/13 HOURS		07/19/13 HOURS		JUL TOTAL HOURS					
Office	Cost Center #	DESCRIPTION	REG	OT	REG	OT	REG	OT	REG	OT	
		1121	Court	10.25	0.00	3.00	0.00	13.25	0.00	48.75	2.00
	1142	Clerical	21.50	3.00	41.00	5.50	62.50	8.50	244.00	31.25	
	1162	Payroll	9.50	1.50	20.00	3.50	29.50	5.00	106.75	13.50	
	1163	Purchasing	16.00	6.00	19.50	0.00	35.50	6.00	165.00	25.50	
	1165	Accounting	23.50	0.00	37.25	0.00	60.75	0.00	280.00	2.00	
	6121	Cashiering & Collecting	257.75	14.75	176.25	8.75	434.00	23.50	1,527.75	104.75	
	<i>Central Office Monthly Total</i>		338.50	25.25	297.00	17.75	635.50	43.00	2,372.25	179.00	

Street			07/05/13 HOURS		07/19/13 HOURS		JUL TOTAL HOURS		FYTD TOTALS	
	Cost Center #	DESCRIPTION	REG	OT	REG	OT	REG	OT	REG	OT
	1311	Administrative - Street	11.50	1.50	23.50	5.25	35.00	6.75	185.50	23.50
	1312	Street Maintenance	12.00	0.00	9.50	0.00	21.50	0.00	312.00	16.75
	1313	Alley Maintenance	1.50	0.00	0.50	0.00	2.00	0.00	3.50	0.00
	1314	Parking Lots/Sidewalks	0.00	0.00	0.00	0.00	0.00	0.00	81.50	0.50
	1315	Buildings/Grounds	2.50	0.00	5.50	0.00	8.00	0.00	46.00	0.00
	1316	Snow/Ice Removal	0.00	0.00	0.00	0.00	0.00	0.00	77.00	0.00
	1317	Pavement Markings	9.50	0.00	3.00	0.00	12.50	0.00	45.00	3.50
	1318	Culverts	154.00	4.00	23.50	0.00	177.50	4.00	400.00	16.00
	1319	Brush/Tree Control	0.00	0.00	2.50	0.00	2.50	0.00	36.00	4.25
	1331	Streets & Alleys; City Property	13.50	0.00	48.50	0.00	62.00	0.00	138.50	1.50
	2211	Cemetery	2.50	0.00	1.00	0.00	3.50	0.00	69.00	11.00
	<i>Street Department Monthly Total</i>		207.00	5.50	117.50	5.25	324.50	10.75	1,394.00	77.00

Water			07/05/13 HOURS		07/19/13 HOURS		JUL TOTAL HOURS		FYTD TOTALS	
	Cost Center #	DESCRIPTION	REG	OT	REG	OT	REG	OT	REG	OT
	3111	Administrative - Water	17.00	8.00	14.00	9.50	31.00	17.50	169.50	61.00
	3112	Customer Service - Water	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	3113	Water Wells - Maintenance	3.00	2.00	2.00	0.00	5.00	2.00	22.50	2.00
	3116	Water Service	157.00	7.00	109.00	5.50	266.00	12.50	978.50	50.50
	3117	Water Plant	43.00	0.00	39.00	4.00	82.00	4.00	383.00	4.00
	3119	Water Wells - Buildings/Grounds	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	3121	Administrative - Sewer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	3123	Sewer	12.00	0.00	5.00	0.00	17.00	0.00	196.50	7.50
	3125	Lift Stations	10.00	0.00	8.50	0.00	18.50	0.00	113.00	0.00
	3127	Lagoons	14.00	0.00	7.00	0.00	21.00	0.00	154.50	0.00
	3128	Land Application	3.00	0.00	14.50	0.00	17.50	0.00	54.00	0.00
	<i>Water Department Monthly Total</i>		259.00	17.00	199.00	19.00	458.00	36.00	2,071.50	125.00

Electric			07/05/13 HOURS		07/19/13 HOURS		JUL TOTAL HOURS		FYTD TOTALS	
	Cost Center #	DESCRIPTION	REG	OT	REG	OT	REG	OT	REG	OT
	3131	Administrative - Electric	17.00	0.00	26.00	4.00	43.00	4.00	195.50	11.50
	3132	Customer Service - Electric	0.00	0.00	3.00	0.00	3.00	0.00	12.00	0.00
	3133	Buildings/Grounds	2.00	8.00	2.00	7.50	4.00	15.50	61.00	58.50
	3134	Electric Distribution	266.50	7.00	221.00	8.00	487.50	15.00	1,485.00	60.75
	3138	Brush/Trees	99.50	0.00	49.50	2.00	149.00	2.00	625.00	6.00
	3139	Street Lights	8.00	2.00	3.00	0.00	11.00	2.00	60.00	2.00
	<i>Electric Department Monthly Total</i>		393.00	17.00	304.50	21.50	697.50	38.50	2,438.50	138.75

## ACTIVITY REPORT

Pay Date

			Jul-13						FYTD TOTALS	
			07/05/13 HOURS		07/19/13 HOURS		JUL TOTAL HOURS			
Sanitation	Cost Center #	DESCRIPTION	REG	OT	REG	OT	REG	OT	REG	OT
		3322	Sanitation	140.50	0.00	158.00	0.50	298.50	0.50	1,349.25
	3323	Landfill	10.00	12.50	4.50	12.00	14.50	24.50	95.50	58.25
<i>Sanitation Department Monthly Total</i>			150.50	12.50	162.50	12.50	313.00	25.00	1,444.75	133.75

### Holiday/Sick/Vacation/Funeral Leave

6111	Holiday	0.00	0.00	168.00	0.00	168.00	0.00	368.00	0.00
6112	Sick Time	17.00	0.00	6.00	0.00	23.00	0.00	371.50	0.00
6113	Vacation	78.00	0.00	186.50	0.00	264.50	0.00	676.75	0.00
6119	Funeral Leave	24.00	0.00	0.00	0.00	24.00	0.00	72.00	0.00
<i>Holiday/Sick/Vacation/Funeral Leave Monthly Total</i>		119.00	0.00	360.50	0.00	479.50	0.00	1,488.25	0.00

### Equipment Use:

6212	Equipment/Vehicle Maintenance	0.00	0.00	14.00	1.00	14.00	1.00	209.50	2.25
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<i>Equipment Use Monthly Total</i>		0.00	0.00	14.00	1.00	14.00	1.00	209.50	2.25

<b>Total Hours Worked</b>	1,467.00	77.25	1,455.00	77.00	2,922.00	154.25	11,418.75	655.75
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Assistance For The Month <span style="color: red; font-size: small;">(Hours are already included above)</span>	ADMINISTRATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Water Dept Assisted The Street Dept	0.00	0.00	0.00	0.00	0.00	0.00	25.00	12.00
	Water Dept Assisted The Electric Dept	0.00	0.00	0.00	0.00	0.00	0.00	3.50	4.00
	Water Dept Assisted The Sanitation Dept	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Street Dept Assisted The Electric Dept	6.00	0.00	10.50	2.00	16.50	2.00	43.50	2.00
	Street Dept Assisted The Water Dept	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Street Dept Assisted The Park Dept	0.00	0.00	0.00	0.00	0.00	0.00	18.50	0.00
	Electric Dept Assisted The Park Dept	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Electric Dept Assisted The Street Dept	0.00	0.00	0.00	0.00	0.00	0.00	16.00	0.00
	Electric Dept Assisted The Water Dept	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Electric Dept Assisted The Sanitation Dept	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Electric Dept Assisted The Fire Dept	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
<b>Total Hours Assisted</b>		6.00	0.00	10.50	2.00	16.50	2.00	106.50	18.00

## WATER DEPARTMENT EQUIPMENT USE

EQUIPMENT USAGE		Jul-13		TOTAL ON EQUIPMENT	
	MILEAGE	HOURS	MILEAGE	HOURS	
# 3 1993 Ford F-700 Dump Truck	12		56456		
# 6 2006 Chev Silverado Pickup	929		71204		
# 19 2011 Chev Silverado Pickup	904		27918		
# 40 Sewer Machine		0		279	
# 42 1984 Homelite Trash Pump		0		1219	
# 74 Sewer Camera Van		38		1805	
# 82 1992 UMC Sewer Van		75		88864	
# 83 Vac Trailer (Feb 2013 Water Dept Reporting now; not Elec Dept)		3		142	
# 87 2013 Chevy 1/2 Ton		1237		9186	
<b>WELL PERFORMANCE REPORT</b>		<b>75 H.P. WELL #3</b>		<b>125 H.P. WELL #4</b>	
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		515.3	
<b>WELL PERFORMANCE REPORT</b>		<b>125 H.P. WELL #6</b>			
1. Static Level-Average		368 FT			
2. Pumping Level		383 FT			
3. Drawdown		15 FT			
4. G.P.M.		730			
5. Total Hours Pumping		14.9			
<b>WATER</b>		<b>Jul-13</b>		<b>Jun-13</b>	
1. Monthly Well Water Processed (Raw Water # 3, #4 & #6)		22,092,300		18,249,000	
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		22,092,300		18,249,000	
6. Average Daily Processed		712,655		608,300	
a. High Day Raw Water		939,600		876,000	
b. Low Day Raw Water		648,300		533,000	
7. Total Water Processed 2011 - 2012		71,832,300		49,740,000	
8. Finished Water to Towers for Month		21,198,000		17,004,000	
9. Finished Water to Towers 2011 - 2012		67,043,000		45,845,000	
<b>NORTHEAST LAGOON PERFORMANCE</b>		<b>Jul-13</b>		<b>Jun-13</b>	
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		30,706,000		0	
9. Yearly Gallons Treated 2011 - 2012		51,233,000		20,527,000	
10. Monthly Irrigation Water Pumped		0		0	
11. Yearly Irrigation Water Pumped 2011 - 2012		0		0	
<b>NORTHWEST LAGOON PERFORMANCE</b>		<b>Jul-13</b>		<b>Jun-13</b>	
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		15,501,000		14,725,000	
9. Yearly Gallons Treated 2011 - 2012		46,299,000		30,798,000	
10. Monthly Irrigation Water Pumped		0		0	
11. Yearly Irrigation Water Pumped 2011- 2012		0		0	

## STREET EQUIPMENT USE

	Jul-13		Apr 2013 - Mar 2014 Totals	
<b>TRASH COLLECTED ON DAILY ROUTES (Pounds)</b>	388,320		853,400	
	Jul-13		Apr 2013 - Mar 2014 Totals	
EQUIPMENT USE	MILEAGE	HOURS	MILEAGE	HOURS
#1 - 1989 John Deer 670B Motor Grader		4		2,946
#4 - 2002 Feightline Dump Truck	223		50,458	
#10 - 2008 1-Ton Chevrolet	329		24,971	
#13 - 2004 Freightliner Sanitation Truck	0		78,370	
#15 - 1990 Case Model 1550 Long Track Dozer		2		3,300
#18 - 2001 Dodge 2500 Pickup	336		68,695	
#20 - 1999 Case Loader 6T-590		28		7,013
#25 - 2010 Chevy Pickup Silverado	414		15,754	
#49 - 2000 Case Backhoe		15		2,956
#50 - 1997 Gilcrest Propaver		7		584
#76 - 2008 International Dump Truck	206		15,595	
#77 - 2013 International Dump Truck	382		3,893	
#81 - 2009 John Deere Tractor w/Mower	37		0	
#85 - 1997 Ford Truck Street Sweeper		18		6,206
#89 - 2013 Freightline Trash Truck		1,141		3,272

**ELECTRIC EQUIPMENT USE**

EQUIPMENT USE	Jul-13		APR 2013 - MAR 2014 TOTALS	
	MILEAGE	HOURS	MILEAGE	HOURS
#26 - 2003 International/Altec Digger Derrick		13.0		3,503.0
#27 - 2009 Ford F-550 w/Altec AT40M Aerial Lift Device		37.0		2,742.0
#29 - 2001 Ford Altec (+51 hr)		17.0		5,263.0
#32 - 2006 Chev Silverado Truck	620		43,110.0	
#34 - 2000 Chevrolet 1 Ton Truck (+200 mi)	22		69,177.0	
#38 - 2010 Chevy Pickup 3/4-Ton w/Tool Bed	535		21,550.0	
#75 - 2008 Kubota Mini Ex		34.0		1,160.0
#84 - 2011 Bobcat A770		18.5		395.0
#88 - 2012 Altec DC1317 Series Chipper		8.0		84.5

**ACCOUNTS PAYABLE OVER \$1250**

**AUGUST 19, 2013**

Ameren (Transmission)	\$ 14,911.26
Ameren Energy Marketing (Wholesale Energy)	\$ 153,356.95
Arkansas Electric (Electrical Pads)	\$ 26,250.00
Boone Electric Coop	\$ 2,328.61
Casey Calhoon (Demolition Reimbursement from Insurance Co)	\$ 2,500.00
CenturyLink	\$ 1,323.07
Christensen Asphalt (Hot Mix Asphalt)	\$ 5,744.34
Cummins Mid South (Maintenance Agreements)	\$ 2,113.89
Hardesty Construction (Cemetery Mowing)	\$ 2,525.00
HD Supply Waterworks (Bury Hydrants \$1473.00)	\$ 1,848.60
Huber & Associates (Annual Maintenance )	\$ 4,760.00
MFA Oil (Fuel)	\$ 8,746.10
Midland GIS Solutions (Partial Payment)	\$ 34,455.00
Midwest Meter (197 Orion Readers)	\$ 13,002.00
Mississippi Lime (Quicklime)	\$ 3,498.60
MJMEUC (PS Charges)	\$ 51,576.20
Richman Graphics (T Shirts & Polo Shirts for Crews & Dept. Heads)	\$ 1,580.00
Schaffer's Lubricants ( Hydraulic Oil/Bed Release/Bar & Chain Oil)	\$ 1,776.20
Sydenstricker Imp. (Unit # 81 Parts & Labor)	\$ 2,044.89
Von Thun Entr LLC (Dust Control & Re-Spray)	\$ 1,822.50
Water & Sewer Supply Inc (Water Dept. Supplies)	\$ 3,117.54
Wilkerson Bros Quarry (Clean Rock)	\$ 3,285.68
Williams Keepers (Progress Billing # 4 Audit)	\$ 3,000.00
Wireless USA (Repeaters from PD Grant EMW-2011-ED-0004)	\$ 14,000.00
<b>TOTAL</b>	<b>\$ 359,566.43</b>

**ADDED AFTER GGFC MEETING**

Asplundh Tree Expert Co (Tree Trimming)	\$ 2,782.05
Boone County Resource Management (Inspection Fees Jan-Jun 2013)	\$ 11,141.09
Decker Construction (Parts for Water Dept)	\$ 4,180.00
City of Columbia (Landfill Charge)	\$ 7,378.08
UMB Bank (MAMU 08 Electric Substation Lease Payment)	\$ 13,329.62
UMB Bank (Library GO Bond)	\$ 3,640.00
MISO (MISO Monthly Transmission Billing)	\$ 4,109.98
<b>TOTAL</b>	<b>\$ 46,560.82</b>

<b>GRAND TOTAL</b>	<b>\$ 406,127.25</b>
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BILL NO.

ORDINANCE NO.

A BILL TO CREATE AN ORDINANCE ENTITLED:

"AN ORDINANCE FIXING THE ANNUAL RATE OF TAXATION IN THE CITY OF CENTRALIA, MISSOURI, FOR THE YEAR 2013 FOR GENERAL REVENUE PURPOSES, FOR MAINTENANCE AND THE SUPPORT OF THE LIBRARY, FOR DEBT SERVICE OF OUTSTANDING LIBRARY CONSTRUCTION BONDS AND FOR ESTABLISHING AND MAINTAINING FREE PUBLIC PARKS."

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

SECTION 1. That the annual rate of taxation in the City of Centralia, Missouri, for the year 2013, for General Revenue purposes be and the same is hereby fixed at the rate of Sixty-six and Forty-five Hundredths Cents (\$.6645) on the One Hundred Dollars (\$100.00) assessed valuation upon all subjects and objects of taxation within the corporate limits of Centralia, Missouri.

SECTION 2. That the annual rate of taxation in the City of Centralia, Missouri, for the year 2013, for the purpose of maintaining and supporting the City Library in accordance with elections held on April 1, 1941, November 4, 1958, April 13, 1984, and November 5, 1996 be and the same is hereby fixed at the rate of Thirty Cents (\$.3000) on the One Hundred Dollars (\$100.00) assessed valuation upon all subjects and objects of taxation within the limits of the City of Centralia, Missouri Municipal Library District.

SECTION 3. That the annual rate of taxation in the City of Centralia, Missouri, for the year 2013, for the purpose of establishing and maintaining free public parks in accordance with elections held on April 6, 1954 and on August 2, 1983, be and the same is hereby fixed at the rate of Twenty-nine and Seventy-five Hundredths Cents (\$.2975) on the One Hundred Dollars (\$100.00) assessed valuation upon all subjects and objects of taxation within the corporate limits of Centralia, Missouri.

SECTION 4. That the annual rate of taxation in the City of Centralia, Missouri, for the year 2013, for the purpose of repayment of principal and interest due on bonds issued to finance the construction of a library building in accordance with an election held November 5, 1996, be and the same is hereby fixed at the rate of Seven and Eighty-five Hundredths Cents (\$.0785) on the One Hundred Dollars (\$100.00) assessed valuation upon all subjects and objects of taxation within the limits of the City of Centralia, Missouri Municipal Library District.

SECTION 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6. This ordinance shall take effect and be in full force and effect from and after the date of its passage and approval.

PASSED this 19th day of August, 2013.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

This ordinance approved by the Mayor this 19th day of August, 2013.

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Mayor

ATTEST:

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City Clerk

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

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

A BILL TO CREATE AN ORDINANCE ENTITLED:

“AN ORDINANCE DESIGNATING THE LOCATION OF STOP SIGNS AND YIELD SIGNS IN THE CITY OF CENTRALIA, MISSOURI, AND REPEALING ORDINANCES ON THE SAME SUBJECT SET FORTH IN SECTION 3 OF THIS ORDINANCE.”

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

SECTION 1. In accordance with Section 18-3(G) of the Centralia City Code, the City Administrator as City Traffic Engineer shall cause signs bearing the word “STOP” to be placed and hereafter maintained at the street locations hereinafter designated; and, except in the instance where the intersection is specifically designated herein as a three-way stop or four-way stop, the street, avenue or thoroughfare last named shall be observed to be the through street:

- (1) Kelli Court at Country Land Drive;
- (2) Columbia at Gano Chance;
- (3) Tidball at Columbia;
- (4) Reed at Bruton;
- (5) Denton at Bruton (4-way stop);
- (6) Doty at Adams;
- (7) Bruton (west of Columbia) at Columbia;
- (8) Whitman at Adam;
- (9) Sunset (both north and south of Whitman) at Whitman;
- (10) Whitman (both east and west of Denton) at Denton;
- (11) Whitman at Reed;
- (12) Sunset at Rodney Griffin;
- (13) Denton at Rodney Griffin;
- (14) Reed at Rodney Griffin;
- (15) Pioneer at Singleton;
- (16) Columbia at Singleton;
- (17) Columbia (east of COLT Railroad track) at Bruton;
- (18) Barr (both north and south of Singleton) at Singleton;
- (19) Barr at Bruton;
- (20) Hickman (both north and south of Singleton) at Singleton.
- (21) Hickman at Bruton;
- (22) Coulter at Bruton;
- (23) Kennan at Coulter;
- (24) Coulter at Sims;
- (25) Central at Sims;
- (26) Central (both north and south of Lakeview) at Lakeview;
- (27) Central at Alco;
- (28) Green at Lakeview;
- (29) Green at Alco;
- (30) Locust (east of Central) at Central;
- (31) Locust (both east and west of Green) at Green;
- (32) Westwind at Gano Chance Drive;
- (33) Briarwood at Gano Chance Drive;
- (34) Eastmont at Gano Chance Drive,

- (35) Allen at Gano Chance Dive;
- (36) Bryson at Allen;
- (37) Alco (both east and west of Allen) at Allen;
- (38) Cox at Allen;
- (39) Locust (both east and west of Allen) at Allen;
- (40) Lakeview and Allen (4-way stop);
- (41) Burnett at Allen;
- (42) Sims at Allen (4-way stop);
- (43) Bruton (both east and west of Allen) at Allen;
- (44) Barnes (both east and west of Allen) at Allen;
- (45) Allen and Sneed (4-way stop);
- (46) Singleton and Allen (4-way stop);
- (47) Railroad (both east and west of Allen) at Allen;
- (48) Railroad (both east and west of Hickman) at Hickman;
- (49) Railroad (west of Barr) at Barr;
- (50) Rollins at Railroad;
- (51) Singleton at Rollins (4-way stop);
- (52) Rollins (both north and south of Sneed) at Sneed;
- (53) Barnes (both east and west of Rollins) at Rollins;
- (54) Bruton at Rollins (4-way stop);
- (55) Rollins (both north and south of Sims) at Sims;
- (56) Burnett at Rollins;
- (57) Rollins (both north and south of Lakeview) at Lakeview;
- (58) Locust (both east and west of Rollins) at Rollins;
- (59) Rollins (both north and south of Cox ) at Cox;
- (60) Alco at Rollins;
- (61) Bryson at Rollins;
- (62) Rollins at Gano Chance Drive;
- (63) Collier (south of Railroad at Railroad);
- (64) Collier (both north and south of Singleton) at Singleton;
- (65) Collier (both north and south of Sneed) at Sneed;
- (66) Barnes (both east and west of Collier) at Collier;
- (67) Bruton at Collier (4-way stop);
- (68) Collier (both north and south of Sims) at Sims;
- (69) Worthington Court at Collier;
- (70) Collier at Lakeview;
- (71) Pool at Lakeview;
- (72) Locust at Pool;
- (73) Pool at Cox;
- (74) Jenkins at Railroad;
- (75) Jenkins (both north and south of Singleton) at Singleton;
- (76) Jenkins (both north and south of Sneed) at Sneed;
- (77) Barnes (both east and west of Jenkins) at Jenkins;
- (78) Bruton at Jenkins;
- (79) Jenkins and Sims;
- (80) Sappington at Lakeview;
- (81) Sappington at Cox;
- (82) Bradford (south of Singleton) at Singleton;
- (83) Bradford (both north and south of Sneed) at Sneed;
- (84) Barnes (both east and west of Bradford) at Bradford;
- (85) Wilkins at Bradford;
- (86) Bradford at Sims;

- (87) Kellogg Circle at Lakeview;
- (88) Gano Chance Drive (both east and west of Jefferson) at Jefferson;
- (89) Cox at Jefferson;
- (90) Tarr at Jefferson;
- (91) Mitchell at Jefferson;
- (92) Mayes Meadows at Jefferson;
- (93) Jefferson at Lakeview (4-way stop);
- (94) Sunrise Circle at Jefferson;
- (95) Jefferson at Sims (3-way stop);
- (96) Booth at Jefferson;
- (97) Early at Jefferson;
- (98) Barnes at Jefferson;
- (99) Head at Jefferson;
- (100) Sneed at Jefferson;
- (101) Rodemyre at Jefferson;
- (102) Singleton at Jefferson;
- (103) Railroad at Jefferson;
- (104) Walnut (both north and south of Rodemyre) at Rodemyre;
- (105) Walnut (both north and south of Head) at Head;
- (106) Walnut (both north and south of Early) at Early;
- (107) Walnut (both north and south of Booth) at Booth;
- (108) Maple (both north and south of Rodemyre) at Rodemyre;
- (109) Maple (both north and south of Head) at Head;
- (110) Maple (both north and south of Early) at Early;
- (111) Maple at Booth (4-way stop);
- (112) South at Howard Burton;
- (113) Rodemyre at Howard Burton;
- (114) Head (both east and west of Howard Burton) at Howard Burton;
- (115) Early at Howard Burton;
- (116) Howard Burton (both north and south of Booth) at Booth;
- (117) Miles at Booth;
- (118) Orchard at Booth;
- (119) Parkview Court at Booth;
- (120) Orchard (both north and south of Lakeview) at Lakeview;
- (121) Miles at Lakeview;
- (122) Howard Burton at Lakeview;
- (123) Mitchell at Howard Burton;
- (124) Howard Burton (both north and south of Tarr) at Tarr;
- (125) Leabrook at Lakeview;
- (126) Ash at Lakeview;
- (127) Porter at Lakeview;
- (128) Clayton at Lakeview;
- (129) Ash (both north and south of Mitchell) at Mitchell;
- (130) Porter (both north and south of Mitchell) at Mitchell;
- (131) Clayton (both north and south of Mitchell) at Mitchell;
- (132) Ash at Tarr;
- (133) Porter (both north and south of Tarr) at Tarr;
- (134) Clayton at Tarr;
- (135) West Switzler (south of Southgate) at Southgate;
- (136) Highway 151 at Highway 22;
- (137) Fullenwider (north and south of Switzler) at Switzler;
- (138) Fullenwider at Southgate;

- (139) Southgate at Switzler;
- (140) Columbia (both north and south of Switzler) at Switzler;
- (141) Southgate (both east and west of Columbia) at Columbia;
- (142) Clark at Columbia;
- (143) Columbia at Highway 22;
- (144) January (west of Barr) at Barr;
- (145) Barr (both north and south of Wilson) at Wilson;
- (146) Barr (both north and south of Switzler) at Switzler;
- (147) Southgate (both east and west of Barr) at Barr;
- (148) Clark (both east and west of Barr) at Barr;
- (149) Barr at Highway 22;
- (150) Wilson (both east and west of Hickman) at Hickman;
- (151) Hickman (both north and south of Switzler) at Switzler;
- (152) Southgate (both east and west of Hickman) at Hickman;
- (153) Clark (both east and west of Hickman) at Hickman;
- (154) Hickman (both north and south of Highway 22) at Highway 22;
- (155) Wilson at Allen;
- (156) Switzler (both east and west of Allen) at Allen;
- (157) Southgate (both east and west of Allen) at Allen;
- (158) Clark (both east and west of Allen) at Allen;
- (159) Allen (both north and south of Highway 22) at Highway 22;
- (160) Rollins (both north and south of Switzler) at Switzler;
- (161) Rollins (both north and south of Southgate) at Southgate;
- (162) Clark at Rollins;
- (163) Rollins (both north and south of Highway 22) at Highway 22;
- (164) Collier (both north and south of Switzler) at Switzler;
- (165) Collier at Southgate;
- (166) Randolph at Highway 22
- (167) Jenkins at Southgate;
- (168) Poage at Jefferson;
- (169) Switzler (both east and west of Jefferson) at Jefferson;
- (170) Southgate (both east and west of Jefferson) at Jefferson;
- (171) Jefferson (both north and south of Highway 22) at Highway 22;
- (172) North at Poage;
- (173) Stone at Poage;
- (174) Stone (both north and south of Switzler) at Switzler;
- (175) Stone (south of Southgate) at Southgate;
- (176) Lee at Poage;
- (177) Lee (both north and south of Switzler) at Switzler;
- (178) Lee (both north and south of Southgate) at Southgate;
- (179) Brick (east of Lee) at Lee;
- (180) Pratt at Poage;
- (181) Pratt (both north and south of Switzler) at Switzler;
- (192) Pratt (both north and south of Southgate) at Southgate;
- (183) Pratt (both north and south of Brick) at Brick;
- (184) Pratt at Hulen;
- (185) North at Howard Burton;
- (186) Poage at Howard Burton;
- (187) Switzler (west of Howard Burton) at Howard Burton;
- (188) Southgate at Howard Burton;
- (189) Brick at Howard Burton;
- (190) Hulen at Howard Burton;

- (191) Howard Burton (south of Highway 22) at Highway 22;
- (192) East Switzler at Highway 22;
- (193) Elm at Booth;
- (194) Elm (north and south of Early) at Early;
- (195) Elm at Head;
- (196) Adams (both north and south at Lakeview) at Lakeview;
- (197) Lakeview (west of Columbia) and Columbia (both north and south of Lakeview (3-way stop) ) ;
- (198) Spauldin at Hulen;
- (199) Fairground at Highway 151;
- (200) Wilkins at Jenkins;
- (201) Ann at Highway 22;
- (202) Richey at Leach;
- (203) Fairground at Hickman;
- (204) Fountain at Highway 151;
- (205) Richey at Ann;
- (206) Sneed (both east and west of Barr) at Barr;
- (207) Sneed (both east and west of Hickman) at Hickman;
- (208) Sneed at Columbia;
- (209) Barnes (both east and west of Barr) at Barr;
- (210) Barnes (both east and west of Hickman) at Hickman;
- (211) Barnes at Columbia;
- (212) Bruton at Adams;
- (213) Tidball at Adams;
- (214) Doty (west of Denton) at Denton;
- (215) Denton (north of Tidball) at Tidball;
- (216) Maple at Sims;
- (217) Maple at South;
- (218) Leach at Ann;
- (219) Jenkins (north and south of Switzler) at Switzler;
- (220) Cook at Highway 22;
- (221) Sunset at Bruton;
- (222) Fairview at Howard Burton;
- (223) Fairview at Orchard;
- (224) Wesley at Orchard;
- (225) Wesley at Howard Burton;
- (226) Southwest Circle at Allen;
- (227) The public road, being a continuation of Head Street through City Recreation Park at Booth
- (228) Wright Court at Central;
- (229) Ivy at Lakeview;
- (230) Hawthorn at Lakeview;
- (231) Route CC at Highway 124;
- (232) Hampton Drive at Gano Chance
- (233) Hawthorn at Ivy;
- (234) Ivy at Orchard;
- (235) Windset Court at Hampton
- (236) Wigham at Jefferson;
- (237) Rollins at Wigham
- (238) Southland (both east and west of Howard Burton) at Howard Burton;
- (239) Porter at Southland;
- (240) Southgate at Highway 124;
- (241) Highway 124 at Highway 22
- (242) Green Gables (west of Allen) at Allen;

- (243) Wigham (east of Allen) at Allen;
- (244) Campbell (west of Allen) at Allen;
- (245) Campbell (east of Central) at Central;
- (246) Central (north of Gano Chance) at Gano Chance;
- (247) Country Club Drive at Highway 124;
- (248) Fairway Drive at Ann Street;
- (249) Heidi Lane at Fairway Drive;
- (250) Fairway Drive at Country Club Drive;
- (251) Emerald Drive at Jefferson Street;
- (252) Emerald Circle at Emerald Drive;
- (253) Country Land Drive at South Columbia Street;
- (254) Chris Court at Country Land Drive;
- (255) Travis Court at Country Land Drive;
- (256) Shawn Court at Country Land Drive
- (257) Mystic Drive at Adams

SECTION 2. In accordance with Section 18-3(G) of the Centralia City Code, the City Administrator as City Traffic Engineer shall cause signs bearing the word "YIELD" to be placed and hereafter maintained at the street locations hereinafter designated; and the street, avenue or thoroughfare last named shall be deemed to be the through street:

- (1) West Southgate (west bound) at Highway 124 (right turn lane only);
- (2) West Singleton at Highway 124 (both east and west bound) for right turn only;
- (3) Highway 22 at Highway 124 and Highway 151, (north, south, east and west, for right turn lanes only);
- (4) Rodney Griffin at Singleton;
- (5) Highway 22 at Howard Burton Drive, (east bound and north bound for right turn lanes only);
- (6) Bruton (both east and west) at the COLT railroad tracks.

SECTION 3. Centralia City Ordinance Number 1670, City Ordinance Number 1687, Centralia City Ordinance Number 1822, Centralia City Ordinance Number 1920, Centralia City Ordinance Number 1926, Centralia City Ordinance Number 1976, Centralia City Ordinance Number 1978, Centralia City Ordinance Number 2050, Centralia City Ordinance Number 2218, Centralia City Ordinance Number 2267, Centralia City Ordinance Number 2424, Centralia City Ordinance Number 2551, Centralia City Ordinance 2573, Centralia City Ordinance Number 2595, and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. This ordinance shall take effect and be in full force and effect from and after the date of its passage and approval.

PASSED this 19th day of August, 2013.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

This ordinance approved by the Mayor this 19th day of August, 2013.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

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

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

A BILL TO CREATE AN ORDINANCE ENTITLED:

“AN ORDINANCE DESIGNATING THE LOCATION OF AREAS WHERE THE PARKING OF MOTOR VEHICLES IS PROHIBITED OR OTHERWISE RESTRICTED, AND REPEALING ORDINANCES ON THE SAME SUBJECT SET FORTH IN SECTION 7 OF THIS ORDINANCE.”

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

SECTION 1. In accordance with Section 18-3(D) and Section 18-3(F) of the Centralia City Code, parking of motor vehicles shall be prohibited on the following streets and alleys or portions of streets and alleys; and adequate and proper signs and markings shall be installed so designating them as “No Parking” zones:

- (1) On the east side and west side of Allen Street between the Kansas City Southern Railroad tracks on the north and the Norfolk & Southern tracks on the south;
- (2) On the west side of Collier Street between Sims Street on the north and Lakeview Street on the south
- (3) On the north side and the south side of Cox Street from Jefferson Street on the east to Sappington Street on the west;
- (4) On the east side and the west side of Hoard Burton Drive from Booth Street on the south to North Street on the north;
- (5) On the west side of Howard Burton Drive in the area between the north side of North Street and the private road situated directly north of the City water tower shall be prohibited only from the north side of North Street to a point fifteen (15) feet north of the north side of North Street, and only from the south side of the private road to a point ten (10) feet south of an unpaved drive situated south of the private road. Parking of vehicles is otherwise allowed in the area;
- (6) On the west side of Howard Burton Dive from Poage Street to a point thirty (30) feet north of Poage Street;
- (7) On the east side of Howard Burton Dive from Poage Street to Switzler Street;
- (8) On the north side of Burton Street from the first alley intersecting Bruton Street west of Allen Street on the west to Jenkins Street on the east and on the south side of Bruton Street from the first alley intersecting Burton Street east of Allen Street on the west to Jenkins Street on the east;
- (9) On the north side of Bruton Street from Adams Street to the west to Columbia Street on the east;
- (10) On the east side of Reed Street from Rodney Griffin Street on the north to Burton Street on the south;
- (11) On the east side of Adams Street from Rodney Griffin Street on the north to Lakeview Street on the south;
- (12) On the east side of Coulter Street from Burton Street on the north to Sims Street on the south;
- (13) On the south side of Sims Street from Columbia Street on the west to Jefferson Street on the east;
- (14) On the north side of Sims Street from Allen Street to Rollins Street, and from Coulter Street to Columbia Street;
- (15) On the north side of Lakeview Street from Columbia Street on the west to Jefferson Street on the east;
- (16) On the north side of Southgate Street from Switzler Street on the west to Howard Burton Drive on the east;

- (17) On the east side of Pratt Street from Hulen Street on the north to Poage Street on the south;
- (18) On the south side of Booth Street from Orchard Street to the east city limits;
- (19) On both sides of Hickman Street from the north city limits on the north to Highway 22 on the south;
- (20) On the south side of Rodemyre Street from Jefferson Street on the west to Howard Burton Drive on the east;
- (21) On both the east and west sides of Jefferson Street from the south city limits to the north city limits, except as hereinafter provided. Parking of vehicles shall be permitted on the east side of Jefferson Street from the north side of Rodemyre Street to the Norfolk and Southern Railway railroad tracks, and parking of vehicle shall further be permitted on the west side of Jefferson from the Norfolk & Southern Railroad railroad tracks to the Kansas City Southern Railroad railroad tracks;
- (22) On both sides of Railroad Street between Collier Street and Jefferson Street;
- (23) On the north side of North Street from Howard Burton Drive on the east to a point three hundred (300) feet west of Howard Burton Drive on the west;
- (24) On the south side of North Street from Howard Burton Drive on the east to a point three hundred (300) feet west of Howard Burton Drive on the west;
- (25) On both sides of Rollins Street from Burton Street to Sims Street;
- (26) On the south side of the east-west alley which is between Railroad Street and Singleton Street, from Rollins Street on the west to the north-south alley which extends north from Singleton Street on the east;
- (27) On the south side of Singleton Street between Bradford Street and Jefferson Street;
- (28) On the south side of Mayes Meadows from Jefferson Street to a point two hundred thirty-three (233) feet west of Jefferson Street;
- (29) On the west side of Rollins Street from Highway 22 to Southgate Street;
- (30) On the north side of Switzler Street from Jefferson Street to Howard Burton Drive;
- (31) On the north side and the south side of Worthington Court from Collier Street to a point one hundred sixteen (116) feet east of Collier Street;
- (32) On the south side of Sneed Street from Hickman Street on the west to the alley between Allen Street and Hickman Street on the east;
- (33) On both sides of the north-south alley which lies between Allen Street and Rollins Street, from Sneed Street on the north to a point one hundred twenty (120) feet south of Sneed Street on the south;
- (34) On the south side of the east-west alley which lies between Sneed Street and Barnes Street, from Rollins Street on the east to a point one hundred twenty (120) feet west of Rollins Street on the west;
- (35) On the east side of Allen Street from Highway 22 to a point one hundred twenty-five (125) feet south of Highway 22;
- (36) On the south side of Booth Street from Jefferson Street to a point one hundred fifty (150) feet east of Jefferson Street;
- (37) On the south side of Sneed Street from Collier Street to Bradford Street;
- (38) The following areas on the north side of Missouri State Highway 22: from Missouri State Highway 151 on the west to a point three hundred (300) feet east of Missouri State Highway 151 on the east, and from a point four hundred (400) feet west of Hickman Street on the west to a point seventy-five (75) feet east of Hickman on the east, and from a point seventy-five (75) west of Allen Street on the west to a point seventy-five (75) feet east of Rollins Street on the east, and from a point seventy-five (75) feet west of Jefferson Street on the west to a point one hundred (100) feet east of Jefferson Street on the east, and from a point five hundred sixty (560) feet west of Randolph Road on the west to a point seventy-five (75) feet east of Randolph Road on the east;
- (39) The following areas on the south side of Missouri State Highway 22: from Missouri State Highway 124 on the west to the alley between Barr Street and Hickman Street

on the east, and from Hickman Street on the west to a point seventy-five (75) feet east of Rollins Street on the east, and from a point seventy-five (75) feet west of Jefferson Street on the west to a point two hundred thirty (230) feet east of Jefferson Street on the east, and from a point three hundred (300) feet east of Jefferson Street on the west to a point six hundred (600) feet east of Jefferson Street on the east, and from a point two hundred (200) feet west of Howard Burton Drive on the west to a point one hundred fifty (150) feet east of Howard Burton Drive on the east;

- (40) On the east side of Rollins Street from Missouri State Highway 22 on the north to Southgate Street on the south;
- (41) On the west side of Rollins Street from Missouri State Highway 22 on the north to a point two hundred (200) feet south of Missouri State Highway 22 on the south;
- (42) The east side of Lee Street between Hulen Street and Brick Street.

SECTION 2. In accordance with Section 18-3(D) and Section 18-3(F) of the Centralia City Code,

the following areas shall be designated for angle parking such that all vehicles shall head into the curb at an angle of approximately forty-five (45) degrees or as prescribed by the lines marked on the pavement, and such vehicles shall be parking between the lines marked on the pavement; and adequate and proper signs and/or markings shall be installed to identify them:

- (1) Both sides of Allen Street between Railroad Street and Sneed Street, and on the east side between Sneed Street and Barnes Street and the north one hundred (100) feet of the west side of Allen Street between Sneed Street and Barnes Street;
- (2) Rollins Street between Railroad Street and Sneed Street, except for the northern two hundred seventy (270) feet of the west side of Rollins Street between Singleton Street and Railroad Street;
- (3) The west side of Rollins Street from Barnes Street north to the alley between Barnes Street and Sneed Street;
- (4) Singleton Street between Allen Street and Rollins Street;
- (5) The north side of Barnes Street between Allen Street and Rollins Street;
- (6) Sneed Street between Allen Street and Rollins Street, and on the south side between Hickman Street and Allen Street;
- (7) The south side of Wilson Street between Hickman Street and Allen Street and the west two hundred (200) feet of the north side of Wilson Street between Hickman Street and Allen Street;
- (8) The south side of Singleton Street between Collier Street on the west and Bradford Street on the east;
- (9) The west side of Allen Street from Bruton Street north one hundred ninety (190) feet;
- (10) The north side of Singleton Street Collier Street on the west and the alley between Jenkins Street and Bradford Street extended on the east;
- (11) The south side of Singleton Street from Collier Street to the alley between Rollins Street and Collier Street;
- (12) Collier Street between Sneed Street and Singleton Street;
- (13) The north one hundred (100) feet of the east side of Hickman Street between Sneed Street and Barnes Street;
- (14) The north side of Railroad Street between Hickman Street and Allen Street;
- (15) The north side of Sneed Street between Hickman Street on the east and the alley between Barr Street and Hickman Street on the west;
- (16) The north side of Singleton Street from Rollins Street on the west to the alley between Rollins Street and Collier Street on the east;
- (17) The north side of Railroad Street from Collier Street east four hundred forty-four (444) feet;
- (18) The north side and the south side of Singleton Street from the alley between Hickman Street and Allen Street on the west to Allen Street on the east;

- (19) The north seventy-five (75) feet of the east side of Hickman Street between Sneed Street and Singleton Street.

SECTION 3. In accordance with Section 18-3(D) and Section 18-3(F) of the Centralia City Code, no person shall park a motor vehicle except on Sundays and except between the hours of 6:30 P. M. and 10:00 A.M. for longer than a two-hour period on the following streets; and adequate and proper signs shall be installed to identify them:

- (1) Both sides of Allen Street south of Railroad Street to Singleton Street;
- (2) The west side of Allen Street from Singleton Street on the north to a point one hundred (120) feet south of Sneed Street on the south;
- (3) The south side of Sneed Street from Allen Street to Rollins Street;
- (4) The east side of Rollins Street from Sneed Street to Singleton Street;
- (5) The north side of Singleton Street from Allen Street to Rollins Street;
- (6) The south side of Railroad Street from Allen Street to Rollins Street;
- (7) Both sides of Collier Street south of Railroad Street to the east-west alley between Railroad Street and Singleton Street.

SECTION 4. In accordance with Section 18-3(D) and Section 18-3(F) of the Centralia City Code, no person shall park a motor vehicle on the following streets and alleys or portion of streets and alleys on Monday, Tuesday, Wednesday, Thursday, and Friday between the hours of 9:00 A.M. and 5:00 P.M. and on Saturday between the hours of 9:00 A.M. and 12 o'clock noon for a period longer than thirty (30) minutes; and adequate and proper signs shall be installed to identify them:

- (1) The south side of Singleton Street between Rollins Street and the alley immediately east thereof.

SECTION 5. A. In accordance with Section 18-3(D) and Section 18-3(F) of the Centralia City Code, no person shall park a motor vehicle other than a school bus on the following streets or portions of streets; and adequate and proper signs shall be installed to identify them:

- (1) The north side of Rodemyre Street between Jefferson Street on the west and the first driveway east of Jefferson Street for the Chester Boren Middle School on the east on Monday through Friday between the hours of 3:00 P. M. and 3:30 P. M. when the Chester Boren Middle School is actually in session;
- (2) The east side of Rollins Street between Burnett Street on the south and Sims Street on the north between the hours of 8:00 A.M. and 8:30 A. M. and between the hours of 3:15 P.M. and 3:30 P.M. when the Chance Elementary School is actually in session.

B. In accordance with Section 18-3(D) and Section 18-3(F) of the Centralia City Code, no person shall park a motor vehicle other than a law enforcement vehicle on the following streets or portion of streets set forth below, with adequate and proper signs to be installed to identify the parking provision. For the purposes of this Subsection B of Section 5, "law enforcement vehicle" shall be defined as: (1) a law enforcement vehicle, however marked or equipped, of the Centralia Police Department and owned by the City of Centralia, Missouri; or (2) a law enforcement vehicle, however marked or equipped, owned by some other law enforcement agency; or (3) a motor vehicle of any kind and however owned and titled and whether or not marked or equipped, when operated and parked in the street location set forth below, by the Centralia Chief of Police. The street or portions of streets where the above parking provisions applies, is as follows:

- (1) The north side of Sneed Street between Rollins Street on the west and the alley between Rollins Street and Collier Street on the east.

SECTION 6. In accordance with Section 18-3(D) and Section 18-3(F) of the Centralia City Code, no person shall park a motor vehicle on the following streets or portions of streets between the hours of 7:30 A.M. and 8:30 A.M. and between the hours of 2:30 P. M. and 3:30 P.M.; and adequate and proper signs shall be installed to identify them:

- (1) The north side of Sims Street from Rollins Street to Jefferson Street.

SECTION 7. Centralia City Ordinance No. 1671, Centralia City Ordinance No. 1702, Centralia City Ordinance No. 1770, Centralia City Ordinance No. 1821, Centralia City Ordinance No. 1921, Centralia City Ordinance No. 1923, Centralia City Ordinance No. 1932, Centralia City Ordinance No. 1960, Centralia City Ordinance 2068, Centralia City Ordinance No. 2068, Centralia City Ordinance No. 2186, Centralia City Ordinance No. 2258, Centralia City Ordinance 2268, Centralia City Ordinance No. 2296, Centralia City Ordinance No. 2392, Centralia City Ordinance No. 2408, Centralia City Ordinance 2470, Centralia City Ordinance No. 2653, and all ordinance or parts of ordinances in conflict herewith are hereby repealed.

SECTION 8. This ordinance shall take effect and be in full force and effect from and after the date of its passage and approval.

PASSED this 19<sup>th</sup> day of August, 2013.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

This ordinance approved by the Mayor this 19<sup>th</sup> day of August, 2013.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

G:\LYNN\ARCIVE13\Parking Restriction113.ord

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 SIMON ASSOCIATES, INC., OF COLUMBIA, MISSOURI TO PROVIDE ARCHITECTURAL SERVICES RELATING TO REPAIRS AND IMPROVEMENTS OF CITY HALL AND NEARBY FACILITIES.”

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 with Simon Associates, Inc., of Columbia, Missouri to provide architectural services relating to repairs and improvements of the Centralia City Hall, park gazebo, and Police Station entrance in accordance with a letter of proposal dated July 30, 2013.

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 19th day of August, 2013.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

This ordinance approved by the Mayor this 19th day of August, 2013.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

G:\LYNN\ARCIVE13\ContractSimon13.ord



**City Square Gazebo:**

Site modifications to provide accessibility to the existing structure and miscellaneous identification of maintenance items.

We anticipate the following services will be required:

Field Work:	
Survey for topographic information	\$1,000.00
Consulting:	
Design solutions	\$1,500.00
Construction Documents, Bidding and Administration	\$3,000.00
Total Not-to-exceed	\$5,500.00

Architect / Engineer	\$ 120 / Hour
E.I.T. / Architect Intern	\$ 85 / Hour
Interior Designer	\$ 75 / Hour
Draftsperson	\$ 65 / Hour
Clerical	\$ 45 / Hour

The Not-to-exceed fee basis incorporates the cost of Mechanical, Electrical & Plumbing Engineering, Structural, Survey, Civil Engineering and Interior Design services. Geotechnical investigations, or environmental assessments of the property are not anticipated in the scope of work.

The following firms are anticipated as a part of the project team:

Simon Associates, Inc.	Architecture, General Coordination
Timberlake Engineering	M, E, P Engineer
Civil and Structural Engineering	T, H & H Engineering
Survey	T, H & H Engineering

Our fee basis includes four sets of construction documents, for submittals and reference. We anticipate providing computer imagery associated with the design of the new entrance canopy for City Hall. Additional project costs (phone, postage, copies) will be billed as a reimbursable expense at cost plus 17%.

Invoicing for services rendered will be submitted monthly for payment within 15 days. Default on payment for completed services will incorporate carrying costs and attorney fees.

Standard Owner/ Architect contracts for services can be prepared and submitted for your review and consideration.

If you require any additional information, or if I can be of assistance, please call.

Should you agree to the terms outlined in this proposal for Services, please execute and return a copy to my office.

Sincerely,  
  
John Simon

Authorization:

\_\_\_\_\_  
Name / Title:

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

\*If you prefer to work with a specific consultant or to independently contract the consulting services we will adjust this proposal upon request.

BILL NO.

ORDINANCE NO.

A BILL TO CREATE AN ORDINANCE ENTITLED:

“AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF CENTRALIA, MISSOURI, TO EXECUTE AN AGREEMENT WITH LEADSONLINE LLC, OF PLANO, TEXAS TO PROVIDE A WEB-BASED LAW ENFORCEMENT INVESTIGATIONS SYSTEM.”

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

SECTION 1. The Mayor of the City of Centralia, Missouri is hereby authorized and directed to execute an agreement with LeadsOnline LLC, of Plano, Texas to provide the City of Centralia with a web-based law enforcement investigations system for tracking the resale of scrap metal and pawned materials, for a period of three years in exchange, for an annual subscription fee of One Thousand Four Hundred Eighty-eight Dollars and No Cents (\$1,488.00).

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 19th day of August, 2013.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

This ordinance approved by the Mayor this 19th day of August, 2013.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

G:\LYNN\ARCIVE13\ContractLeadsOnlin13.ord

## AGENCY AGREEMENT

This LeadsOnline, LLC AGENCY AGREEMENT ("Agreement"), dated, **August 2013**, is made between City of Centralia, Missouri ("City") and LeadsOnline LLC ("Leads").

### SCOPE OF AGREEMENT

Leads operates and maintains at its web site a confidential investigations system accessible electronically exclusively by Law Enforcement Agencies for the sole purpose of identifying merchandise and/or persons suspected to have been involved in crimes.

City desires to utilize the electronic system to support its investigations.

Subject to the terms of this Agreement and in consideration of the mutual covenants stated below, the parties agree as follows:

#### I.

#### DEFINITIONS

- 1.1 **"Authorized Officials"** means duly authorized law enforcement personnel of City.
- 1.2 **"Data"** includes but is not limited to the ticket number, item number, make, model, property description and serial number of merchandise sold to a Dealer or used as loan collateral by a Secondhand Dealer, and other non-public personal information pertaining to any customer(s) involved in the aforementioned transactions (including for example, customers' names, addresses, identification numbers and any images) collected by Dealer during course of a transaction.
- 1.3 **"Law Enforcement Agency"** means any municipal, county, state or federal government staffed and operated agency whose primary purpose is criminal investigation and/or law enforcement.
- 1.4 **"Secondhand Dealer"** means any person or entity that purchases pre-owned personal property other than Scrap Metal and/or uses personal property as loan collateral and furnishes Data relative thereto to Leads for inclusion in Leads' database.
- 1.5 **"Scrap Metal Dealer"** means any person or entity that purchases ferrous or nonferrous metal that is no longer used for its original purpose and is capable of being processed for reuse by a metal recycling facility, and furnishes Data relative thereto to Leads for inclusion in Leads' database.
- 1.6 **"Scrap Metal"** includes materials purchased by Scrap Metal Dealers including but not limited to iron, brass, wire, cable, copper, bronze, aluminum, platinum, lead, solder, steel, catalytic converters.

- 1.7 **"Dealer"** means Secondhand Dealer and/or Scrap Metal Dealer as specified in Attachment "A". If either Secondhand Dealer or Scrap Metal Dealer is not specified in Attachment "A", only the specified Dealer type will apply.

## **II.** **APPOINTMENT**

- 2.1 Subject to the terms of this Agreement, City hereby appoints Leads as its agent, as such term is utilized in the Gramm-Leach-Bliley Act of 1999 (the "GLBA"), for the sole purpose of collecting, maintaining and disseminating Data from Dealers. This agency appointment is effective as of the registration date of City's initial user.

## **III.** **AGREEMENTS AND RESPONSIBILITIES OF CITY**

- 3.1 City agrees that City's use of the Data displayed at Leads' web site will be for the purpose of identifying stolen merchandise and/or persons suspected of involvement in crimes.
- 3.2 City agrees to not divulge Data or information obtained through City's access to Leads' web site to anyone other than Authorized Officials and persons with City's agency entitled to receive the Data or information pursuant to statute, rule or regulation, including specifically the GLBA.
- 3.3 City agrees to not access information from Leads' web site for purposes of gathering information from outside of City's jurisdiction for any third party, including private parties and other law enforcement agencies.
- 3.4 City agrees that passwords provided by Leads to City enabling City to utilize Leads' web site will be made known only to Authorized Officials of City and that only those Authorized Officials will be permitted to use the passwords or otherwise access the electronic system at Leads' web site. City will notify Leads when Authorized Officials leave the agency, change duties, or are otherwise no longer authorized to access Leads' investigations system.
- 3.5 City agrees not to use the Data or information displayed at Leads' web site for any unlawful purpose, or in any manner, which may create liability for Leads or Dealers. City agrees its use of the Data or information contained at Leads' web site will not be other than as permitted by law or the rights duly granted to City in carrying out City's official duties.
- 3.6 City agrees to act in accordance with local laws and procedures when confiscating an item found in a business outside of City's jurisdiction.
- 3.7 City agrees to submit accurate information, including but not limited to valid identity of Authorized Officials establishing accounts to access the system and City case numbers for specific items and/or suspects in conducting any search or use of Leads' web site.
- 3.8 City agrees to change its password(s) every 90 days.

- 3.9 City is responsible for ensuring that City's hardware can connect to Leads' website via the Internet.
- 3.10 City is responsible for ensuring compliance among businesses in City's jurisdiction. City agrees to not discourage Dealers from furnishing Data to Leads.

#### **IV.**

##### **AGREEMENTS AND RESPONSIBILITIES OF LEADS**

- 4.1 Leads agrees to operate and maintain an electronic investigations system at its web site for the purpose of receiving and disseminating Data from Dealers for the use of Law Enforcement Agencies.
- 4.2 Leads agrees to provide system capabilities in accordance with Attachment "A" attached to this Agreement which by this reference is incorporated herein.
- 4.3 Leads agrees to implement commercially reasonable efforts to perform, as well as developments and modifications to Leads' web site and on Leads' infrastructure in a manner that is not disruptive to City.
- 4.4 Leads agrees to facilitate City's access to the Data by passwords and user names selected by City within reasonable parameters established by Leads.
- 4.5 Leads agrees to provide City with secure access to a report detailing the usage of Leads' web site by Authorized Officials.
- 4.6 Leads' client support and training is available to City at no additional cost when performed by telephone or email between the hours of 7:30 AM and 5:30 PM Central Time. City may request Leads to travel to City's location for specialized training and support. Special services including after-hours support and on-site training may be provided upon mutual agreement, and may include rates for time, materials, travel, and miscellaneous expenses as agreed upon by the parties.

#### **V.**

##### **CONDITIONS FOR CITY'S ACCESS AND USE OF LEADS' WEB SITE**

- 5.1 By entering into this Agreement, City represents it is a Law Enforcement Agency as that term is defined in Section I. City's appointment of Leads as agent is made in order to obtain information of a financial institution in connection with the performance of the official duties of City, as is contemplated by the GLBA.
- 5.2 Leads may modify or upgrade any aspect(s) of Leads' web site at any time without notice to City.
- 5.3 All Data is provided solely by Dealers using Dealers' proprietary operational software according to the laws and practices enforced in Dealer's jurisdiction. Therefore, Leads cannot and does not represent or endorse the completeness, accuracy or reliability of the

Data displayed through Leads' web site, nor the functionality of Dealer's operational software. City acknowledges that any reliance by City or any Law Enforcement Agency upon any Data or other information displayed or distributed through Leads' web site shall be at City's sole risk.

- 5.4 Leads reserves the right at all times to disclose any information as necessary to satisfy any law, regulation, or government request, or to edit, refuse to post or to remove any Data or information, in whole or in part, that in Leads' sole discretion is inaccurate, incomplete or is in violation of local, state and/or federal law.

## **VI.**

### **TERM**

- 6.1 This Agreement will become effective as of the date first set forth above and remain in effect for three (3) years or until termination by Leads or City as described below. City will pay subscription fees according to the schedule set forth in Attachment B which by this reference is incorporated herein.
- 6.2 This Agreement may be renewed for successive additional one-year terms upon mutual agreement of the parties prior to the expiration of the initial term or any renewal term thereafter. In the event of renewal, City agrees to pay Leads an annual subscription fee for the renewal period within 30 days of invoice.
- 6.3 City may immediately and without notice, terminate this Agreement, at City's sole option, if Leads fails to perform any material obligation required of Leads under this Agreement; or violates any laws, rules or regulations. If termination occurs under this paragraph, Leads shall remit to City on a pro-rated basis that portion of the annual subscription fee paid by City from the date Leads commits any breach described above until the end of the applicable service period.
- 6.4 City may terminate this Agreement by providing 60 days notice to Leads prior to the next applicable service period if funding to make the next scheduled payment is not appropriated to the City for this Agreement.
- 6.5 Leads may immediately and without notice, terminate this Agreement for cause, at Leads' sole option, if City: (a) fails to pay any annual subscription fee owed to Leads within 30 days of invoice; (b) fails to perform any material obligation required of City under this Agreement; (c) violates any laws, rules or regulations.
- 6.6 Leads may immediately and without notice terminate this agreement if in Leads' sole discretion, Leads determines that providing City with access to Leads' system creates liability for Leads. If termination occurs under this paragraph, Leads shall remit to City on a pro-rated basis that portion of the annual subscription fee paid by City from the date of termination until the end of the applicable service period.

## **VII.**

### **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

- 7.1 LEADS SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO LEADS' WEB SITE AND LEADS' SERVICES TO BE ACCESSED, USED OR DELIVERED PURSUANT TO THIS AGREEMENT. LEADS' WEB SITE, INCLUDING ALL DATA, CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH LEADS' WEB SITE IS PROVIDED "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. LEADS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN LEADS' WEB SITE OR ANY DATA, MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE LEADS' WEB SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. LEADS SHALL NOT BE LIABLE IN ANY MANNER OR IN ANY RESPECT FOR THE USE OF LEADS' WEB SITE BY CITY, INCLUDING, WITHOUT LIMITATION, FOR THE ABSENCE OR PRESENCE OF DATA OR CONTENT OR ANY ERRORS CONTAINED THEREIN.

#### VIII.

##### INDEMNIFICATION

- 8.1 Leads shall not be liable for any claims, damages and attorney fees arising from the negligent or illegal acts of City's employees arising out of or related to City's use of Leads' web site.

City shall not be liable for any claims, damages and attorney fees arising from the negligent or illegal acts of Leads' employees arising out of or related to operation or use of Leads' website. If both Leads and City are liable for any claims, damages or attorney fees arising from the negligent or illegal acts of the employees of Leads and City under this Agreement, Leads and City shall be liable for the portion of the claims, damages and attorney fees that arise from the negligent or illegal acts of that party as determined by the court adjudicating the matter or as agreed in any settlement.

Leads shall indemnify, hold harmless, protect and defend City and its officials, officers, employees, agents and authorized volunteers (the "Indemnified Parties") from and against all losses, liabilities, judgments, costs, expenses, damages (including damages to the system), attorney's fees, and other costs, including all costs of defense, arising from all suits of law or actions of every nature for or on account of the infringement of any trade secrets, patents, trademarks, copyrights or other proprietary right of any other party by reason of the use or integration of any proprietary materials, equipment, devices or processes, originally incorporated, or provided and used, by Leads in the performance of the services provided under this Agreement. Notwithstanding the foregoing, if the foregoing described losses, liabilities, judgments, costs, expenses, damages and the like arise due to the misuse of the Data or any other breach of this Agreement by City, Leads' liability under this paragraph 8.1 shall be reduced proportionately by the amount of loss, liability, judgment, cost, expense, damage and the like arising due to such misuse or breach by City.

#### IX.

##### COPYRIGHT/REVERSE ENGINEERING/RECORDS REQUESTS

- 9.1** Leads' web site is protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws. The contents of Leads' web site are only for the purpose described herein. All materials contained on Leads' web site are protected by copyright, and are owned or controlled by Leads or the party credited as the creator of the content. City will abide by any additional copyright notices, information, or restrictions contained in any content on Leads' web site.
- 9.2** City agrees not to decompile or otherwise copy or use the Leads' web site for purposes of reverse engineering or reconstruction, and will not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any materials it obtains from Leads or Leads' system.
- 9.3** Data is not considered by the parties to fall into the category of public record unless otherwise specified by law in City's jurisdiction. If Leads receives a request for records from parties other than Law Enforcement Agencies, courts, or other official sources regarding City personnel or Data from City's jurisdiction, Leads will refer the request to City. If any third party requests City to provide information involving Leads' materials or Data, City will make reasonable efforts to limit disclosure to that which is specifically required by law to be disclosed. City will obtain, to the extent possible, confidential treatment for information by any authority requiring delivery of information.

**X.**

**MISCELLANEOUS**

- 10.1** Leads may assign or delegate all or part of Leads' rights or duties under this Agreement without notice to City. City may not make any assignment of this Agreement without Leads' prior written consent, which will not be unreasonably withheld.
- 10.2** If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement, unless Leads deems the unenforceable provision to be essential to this Agreement, in which case Leads may terminate this Agreement, effective immediately upon notice to City.
- 10.3** Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, labor strikes or difficulties, transportation stoppages or slow-downs.
- 10.4** Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement. There are no third-party beneficiaries. The only persons who may enforce this Agreement and any rights under this Agreement are CITY and Leads.
- 10.5** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of laws provisions. Sole and exclusive jurisdiction for any action or proceeding arising out of or related to this Agreement shall be in an appropriate state or federal court located in the State of Texas.

- 10.6 This Agreement constitutes the entire agreement between the parties, and shall supersede all prior agreements and understandings, if any, between the parties respecting the subject matter hereof.
- 10.7 In the event City submits any work order, purchase order, performance or delivery request or the like (the "Initiation Document"), any term or provisions contained therein which purports to modify or enlarge the obligations or liabilities of Leads shall not be effective without the express written consent thereto by Leads. The mere acceptance by Leads of an Initiation Document and/or Leads' performance or delivery of goods and services thereunder shall not constitute or imply its consent to the modification or enlargement of its obligations and liabilities under this Agreement.

LEADS

LeadsOnline LLC

Signature: \_\_\_\_\_

Print Name: David K. Finley

Title: President & CEO

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

Address: 6900 Dallas Parkway, Suite 825  
Plano, Texas 75024

Federal Tax I.D. # 42-1720332

CITY

City of Centralia, Missouri

By

Signature: \_\_\_\_\_

Print Name: Tim Grenke

Title: Mayor

Date: August , 2013

Address: 114 S. Rollins  
Centralia, MO 65240

## **AGENCY AGREEMENT – Attachment ‘A’**

### ***FASTFIND SERVICE PACKAGE INCLUDES:***

- Online reporting system for all Secondhand Dealers
- Accounts for an unlimited number of Authorized Officials
- Images of property, sellers, vehicles, thumbprints and signatures as provided by reporting businesses
- System updates, training and support for Authorized Officials and Secondhand Dealer personnel
- Store monitor compliance tools
- 3 years history plus current year (Free archive retrieval for cold cases)
- Report It citizen property inventory system
- NCIC automated stolen property reports
- Statewide search access to transaction Data from Secondhand Dealers

## AGENCY AGREEMENT – Attachment 'B'

### SUBSCRIPTION FEE SCHEDULE

### FASTFIND SERVICE PACKAGE

*Each of the first three full twelve (12) month  
service periods:*

\$1,488

### OTHER TERMS

There will be no increase in the annual Subscription fee during the first three full twelve month periods.

Payments are due upon execution of this Agreement and on the first day of each of the service periods during the term.