

PROPOSED AGENDA
CITY OF CENTRALIA, MISSOURI
Board of Aldermen
Recessed Meeting
Monday, March 30, 2015
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. Adopting the Agenda for the Board of Aldermen - Recessed Meeting of March 30, 2015
- IV. ACCOUNTS PAYABLE OVER \$1,250
- V. PRESENTATION BY BRIAN HAEFFNER, AREA ENGINEER, NORTHEAST DISTRICT, MODOT ON THE 2+2+2+I PLAN
- VI. ACTION AGENDA
 - A. Finance – None.
 - B. Permits and Licensing – None.
 - C. Legal –
 - 1. Authorizing the Mayor of the City of Centralia, Missouri to sign an agreement to amend the existing Collective Bargaining Agreement with Laborer’s Local 773 to amend the pay scale – Ordinance
Bill No. _____ Ordinance No. _____
 - D. Purchasing –
 - 1. Authorizing July 4th Fireworks Display at City Recreation Park– Resolution
Bill No. _____ Resolution No. _____
- VII. AS MAY ARISE
- VIII. ADJOURN

ACCOUNTS PAYABLE OVER \$1,250
Final For Year 2015
March 30, 2015

Asplundh (tree trimming)	\$ 2,959.00
Boone County Fire Protection (SCBA Equipment & Testing)	\$ 16,600.00
Crown Power & Equipment (loader Parts & Repairs)	\$ 2,855.11
Double A Sales (Elec Dept Trl)	\$ 5,103.00
Fletcher /Reinhardt (Elec Dept. Supplies)	\$ 1,374.24
MJMEU	\$ 81,785.57
MO Rural Services (Work Comp Premium)	\$ 71,068.00
Nationwide (Fire Dept. Insurance)	\$ 2,812.69
Whalen	\$ 1,425.00

TOTAL **\$ 185,982.61**

Grand Total:	\$ 185,982.61
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A BILL TO CREATE AN ORDINANCE ENTITLED:

“AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF CENTRALIA, MISSOURI TO SIGN AN AGREEMENT TO AMEND THE EXISTING COLLECTIVE BARGAINING AGREEMENT WITH LABORERS’ INTERNATIONAL UNION OF NORTH AMERICA LOCAL 773 AND TO AMEND THE PAY SCALE.”

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

SECTION 1. The Collective Bargaining Agreement that was ratified and became effective on April 1, 2014 is hereby amended to reflect a new wage rate for each step and grade of the pay schedule for the City of Centralia, Missouri. The wage rate shall be increased by \$0.37/hour and the new pay schedule shall be as shown below and replace page 20 of the existing Collective Bargaining Agreement (Appendix A):

GRADE	STEP 1	STEP2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
A	\$11.06	\$11.22	\$11.37	\$11.53	\$11.70	\$11.85	\$12.00
B	11.34	11.54	11.74	11.93	12.15	12.33	12.55
C	11.71	11.93	12.18	12.40	12.65	12.89	13.12
D	12.14	12.40	12.68	12.96	13.26	13.52	13.80
E	12.61	12.93	13.28	13.59	13.92	14.25	14.59
F	13.13	13.52	13.91	14.29	14.67	15.08	15.46
G	13.42	13.84	14.26	14.67	15.11	15.54	15.96
H	13.73	14.18	14.64	15.11	15.55	16.01	16.46
I	14.06	14.53	15.02	15.52	16.01	16.50	17.00
J	14.38	14.90	15.42	15.96	16.48	17.01	17.55
K	15.05	15.68	16.30	16.93	17.55	18.16	18.79
L	15.68	16.34	16.98	17.61	18.28	18.87	19.52
M	16.37	17.04	17.72	18.39	19.07	19.69	20.37
N	17.15	17.86	18.57	19.28	19.99	20.66	21.35
O	17.98	18.73	19.46	20.22	20.96	21.65	22.39
P	18.85	19.64	20.41	21.19	21.98	22.70	23.48
Q	19.76	20.61	21.41	22.22	23.05	23.81	24.63
R	20.72	21.59	22.45	23.30	24.18	24.99	25.83
S	21.72	22.65	23.54	24.44	25.36	26.19	27.09
T	22.78	23.75	24.70	25.62	26.60	27.47	28.42
U	23.89	24.90	25.89	26.89	27.89	28.82	29.81
V	25.06	26.13	27.15	28.20	29.26	30.23	31.28
W	26.28	27.40	28.49	29.49	30.69	31.72	32.81
X	27.57	28.74	29.89	31.03	32.19	33.27	34.41
Y	28.92	30.16	31.35	32.55	33.79	34.91	36.10
Z	30.33	31.63	32.89	36.24	35.45	36.62	37.89
AA	31.82	33.18	34.49	35.83	37.19	38.42	39.75
AB	33.37	34.80	36.20	37.59	39.02	40.31	41.71

SECTION 2. The Mayor is hereby authorized to sign an Agreement to amend the existing Collective Bargaining Agreement with Laborers’ International Union of North America Local 773, to reflect a revision of Appendix A regard pay for certain employees.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. Section 1 of this ordinance shall take effect and be in full force and effect from and after April 6, 2015 at 7:00 a.m. The remainder of this ordinance shall take effect and be in full force and effect from and after April 1, 2015.

PASSED this 30th day of March, 2015.

Mayor

ATTEST:

City Clerk

This ordinance approved by the Mayor this 30th day of March, 2015.

Mayor

ATTEST:

City Clerk

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ADDENDUM
TO
COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CITY OF CENTRALIA
AND
LABORERS' INTERNATIONAL UNION OF
NORTH AMERICA, SOUTHERN AND
CENTRAL ILLINOIS LABORERS' DISTRICT COUNCIL
AND LABORERS' LOCAL 773



EFFECTIVE
APRIL 1, 2015 THROUGH March 31, 2016

March 27, 2015

Both the Union, Laborers' Local 773 and the City of Centralia agree to amend the Collective Bargaining Agreement as follows:

The City agrees to increase wages for all employees under this agreement thirty seven cents (\$.37) beginning April 1, 2015 and be it reflected in the new pay scale thru each grade and step of Appendix A.

**ARTICLE XXX
COMPENSATION**

- A. Employees covered by the Collective Bargaining Agreement shall receive compensation based on the classification and pay plan as set out in the report "FY 2005 Salary Plan for the City of Centralia, January 2005" by Public Sector Personnel Consultants, with the exception that the grades have been given new, consecutive letter designations A through AB. The pay schedule shown on page 8 of that report, as previously increased pursuant to agreements with the Collective Bargaining Agreement and shown as Appendix A of the most recent Agreement approved April 1, 2014, shall be further amended by increasing the rate for each step and grade by thirty seven cents (\$.37), as shown in the new schedule attached hereto as Appendix A. Provisions in the report for advancement to higher steps upon satisfactory completion of certain periods of service in a position shall be in full effect. The new pay scale became effective on April 6, 2015 at 7:00 a.m.

In Witness Whereof:

Laborers' Local 773

For the City of Centralia, Missouri

Kevin L. Starr, Business Manager

Tim Grenke, Mayor

Laborers' Local 773

Clint Taylor, Business Manager

The Southern and Central Illinois
Laborers' District Council

APPENDIX A

GRADE	STEP 1	STEP2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
A	\$11.06	\$11.22	\$11.37	\$11.53	\$11.70	\$11.85	\$ 12.00
B	11.34	11.54	11.74	11.93	12.15	12.33	12.55
C	11.71	11.93	12.18	12.40	12.65	12.89	13.12
D	12.14	12.40	12.68	12.96	13.26	13.52	13.80
E	12.61	12.93	13.28	13.59	13.92	14.25	14.59
F	13.13	13.52	13.91	14.29	14.67	15.08	15.46
G	13.42	13.84	14.26	14.67	15.11	15.54	15.96
H	13.73	14.18	14.64	15.11	15.55	16.01	16.46
I	14.06	14.53	15.02	15.52	16.01	16.50	17.00
J	14.38	14.90	15.42	15.96	16.48	17.01	17.55
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AB	33.37	34.80	36.20	37.59	39.02	40.31	41.71

BILL NO. _____

RESOLUTION NO. R-15-03

A BILL TO CREATE A RESOLUTION ENTITLED:

“A RESOLUTION ISSUING A PERMIT TO THE CITY OF CENTRALIA, MISSOURI TO CONDUCT A SPECIAL FIREWORKS DISPLAY AT CITY RECREATION PARK.”

WHEREAS, The City of Centralia, Missouri has requested a permit from the City of Centralia, Missouri to possess and shoot special fireworks and otherwise conduct a special fireworks display open to the public in the City Recreation Park on July 4, 2015; and

WHEREAS, the Chief of the City Fire Department has approved the City of Centralia to conduct such a special fireworks display.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF CENTRALIA, MISSOURI, as follows:

1. Pursuant to Section 11-4 of the Centralia City Code, the City of Centralia, Missouri is hereby issued a permit to possess, discharge and shoot special fireworks in conducting a special fireworks display open to the public in the City Recreation Park on July 4, 2015 between the hours of 6:00 p.m. and 11:00 p.m. This special fireworks display shall be located, discharged or fired so as in the opinion of the Chief of the City Fire Department, after proper inspection, to not be hazardous to any person or property
2. A certified copy of this resolution shall be forwarded to the office of the State Fire Marshal by the City Clerk. A copy of this resolution shall be provided to the Fire Chief.

PASSED AND APPROVED by the Board of Aldermen in the City of Centralia, Missouri this 30th day of March, 2015.

Mayor, Tim Grenke

ATTEST:

City Clerk, Heather Russell

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FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between J & M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, hereinafter referred to as "Seller", and _____ City of Centralia, MO _____ hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$ 4000.00 _____ program submitted and accepted by the Buyer, and which by reference is made a part hereof as Exhibit "A". The display is to take place on the evening of _____ July 4th _____, 20 15 _____ at approximately _____:_____ pm, weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Firing of Display (check one of the below options):

Seller agrees to furnish all necessary fireworks display material and personnel for a fireworks display in accordance with the program approved by the parties. Seller agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.

_____ Buyer waives the services of Seller's technician. Buyer is a municipality or has a valid permit from the Bureau of Alcohol, Tobacco, Firearms & Explosives and will be firing the display. If Buyer shoots the display, proof of liability insurance is required as stated in paragraph number five (5), proof of auto insurance (if pyrotechnics will be transported), and proof of worker's compensation insurance coverage is required. Buyer agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.

2. Payment. The Buyer shall pay to the Seller (check one of the below options):

_____ the sum of \$ _____ as a down payment upon execution of this Agreement. The balance of \$ _____ shall be due and payable in full within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 ½%) per month shall be added to the unpaid balance if the account is not paid in full within fifteen (15) days from the date of the show. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.

\$ 4000.00 _____ in full by April 25th, 2015 _____ (70 days prior to the event date).
The Buyer will receive the 8% prepayment bonus product in this fireworks display.

_____ \$ _____ in full by _____ (30 days prior to event date).
The Buyer will receive the 5% prepayment bonus product in this fireworks display.

3. Weather Delay/Cancellation. If Buyer postpones or cancels the fireworks display after the Seller has arrived on site and began setting up the display, the Buyer shall pay to the Seller the amount of the shoot fee \$ _____ as payment in full for the postponement/cancellation fee. If the Buyer postpones or cancels the display prior to Seller arriving on site for set up, there will be no charge for rescheduling.

4. Rain Date. Should inclement weather prevent the firing of the display on the date mentioned herein, the parties agree to a mutually convenient rain date of _____ or another date as agreed to by both parties. The determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the Seller. In the event the Buyer does not choose to reschedule another date or cannot agree to a mutually convenient date with the Seller, then the Seller shall be entitled to thirty percent (30%) of the contract price for full settlement of this Agreement.

5. Insurance. (Check one of the below options):

Seller agrees to provide, at its expense, general liability insurance coverage, in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify and hold harmless the Buyer and its agents, and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that may or shall arise from the performance of the fireworks by the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

Buyer agrees to provide, at its expense, general liability insurance coverage with a rating by AM Best of A VIII or higher, in an amount not less than \$5,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Seller a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. Any charge incurred from the insurance provider for additional insurance after insurance application has been sent in, shall be the responsibility of the Buyer. In the event of a claim by Seller, the applicable deductible shall be paid by the Buyer.

The Buyer agrees to hold the Seller harmless and defend Seller from any and all claims brought against the Seller by employees or sponsors of the Buyer for any and all acts of the Buyer relating to the event for which the fireworks is performed.

6. Buyer agrees to provide:

- (a) sufficient area for the display, including a minimum spectator set back as determined by Seller.
- (b) protection of the display area by roping off or similar facility.
- (c) adequate police protection to prevent spectators from entering display area.
- (d) dry, clean sand, if needed, for firing.
- (e) inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light the morning following the display for anything that may have been missed at the night search.
- (f) necessary local permits.

7. No representation of affirmation of fact, including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or deemed to be a warranty by the Seller for any purpose, nor give rise to any liability or obligation of the Seller whatsoever, except for acts of Seller's negligence as above stated.

8. It is further understood and agreed that nothing in this Agreement shall be construed or interpreted to mean a partnership. Both parties hereto being responsible for their separate and individual debts and obligations, and neither party shall be responsible for any agreements not stipulated in this Agreement.

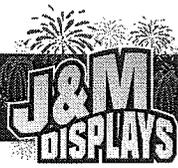
9. The parties hereto do mutually and severally guarantee terms, conditions, and payments of this Agreement. This document shall be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

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

BY: 
J & M Displays, Inc.
SELLER

BY: _____
BUYER

Please include the DISPLAY INFORMATION form with this Agreement so your order is processed accurately.



DISPLAY INFORMATION

Please complete the following information:

Display Date: July 4th, 2015 Rain Date: _____

Time of Display: _____

Name of **Organization Purchasing** Display: City of Centralia

Billing Address: 114 South Rollins

City, State, Zip: Centralia, MO

Telephone: 573-682-2139 Fax: _____ E-mail: _____

Name of **Contact Person**: Matthew Harline

Contact Address: _____

City, State, Zip: _____

Telephone: _____ Fax: cell 573-682-0891 E-mail: cityadmin@centraliamo.org

Send **Invoice** to: Same as above

Billing Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____ E-mail: _____

OFFICE USE ONLY

J & M Fired Insurance Extension: YES or NO Customer Pick Up at _____ On Site Delivery

Delivery: Contact Delivery Name: _____ Telephone: _____

Delivery Address: _____

Delivery County: _____

Additional Contact Persons & Telephone Numbers: _____

Proposal # _____ **Final Show \$:** 4000.00

Bonuses: 8 Prepayment 15 Multiple Year Agreement _____ Pick Up _____

Sales Representative: Haley **Customer PO Number:** _____

O# _____ C# 555

<input type="checkbox"/> tax exempt certificate received	<input type="checkbox"/> Agreement received	<input type="checkbox"/> Full payment	<input type="checkbox"/> Down payment
<input type="checkbox"/> permit received	<input type="checkbox"/> IQ received	\$ _____	\$ _____
<input type="checkbox"/> ATF permit	<input type="checkbox"/> S/P _____	Date _____ Check# _____	Date: _____ Check# _____
Exp. _____			

- show work comp
- special instructions

FIREWORKS LIABILITY EXTENSION QUESTIONNAIRE

Return to: dianah@jandmdisplays.com, fax 267-392-3890 or
mail to J & M Displays, Inc., 18064 170th Avenue, Yarmouth, IA 52660

CERTIFICATE HOLDER: City of Centralia

ADDRESS: 114 S. Rollins

CITY: Centralia STATE: MO ZIP: 65240

PHONE: _____ FAX: _____

EMAIL: _____

EFFECTIVE DATE(S): _____ RAIN DATE: _____

ADDITIONAL NAMED INSURED:

1. NAME / ADDRESS / E-MAIL: _____

INTEREST IN EVENT: _____

2. NAME / ADDRESS / E-MAIL: _____

INTEREST IN EVENT: _____

3. NAME / ADDRESS / E-MAIL: _____

INTEREST IN EVENT: _____

4. NAME / ADDRESS / E-MAIL: _____

INTEREST IN EVENT: _____

TYPE OF SHOW: (Check all that apply.) INDOOR PROXIMATE OUTDOOR 1.4G CONSUMER 1.3G DISPLAY 1.1G DISPLAY
(12" & 16")

LOCATION OF EVENT: Centralia Recreation Park

DRAW A DIAGRAM on the back of this application or attach a map of the shooting area showing:

1) mortar placement; 2) planned direction of shooting; 3) distances. (REQUIRED)

Distance to nearest exposure _____ ft. Distance to spectators _____ ft.

Distance to nearest vehicle _____ ft.

Are there fallout spotters? YES NO Size of largest shell being shot: _____ inches

Name of designated Pyrotechnician: _____

FIREWORKS WARRANTY:

1. Fireworks will be displayed not less than required by NFPA standards away from spectators, vehicles and other exposures with a minimum of 300 feet for 1.3G shows.
2. All displays will be aimed away from spectators.
3. A test shell will be shot into the air at least one hour before scheduled display.
4. Fireworks that have been wet at any time prior to display will not be used.
5. All fireworks have been purchased only from J & M Displays, Inc. Merchandise from other companies and/or home-made products are not covered under this liability extension.
6. Firing area will be policed for all debris upon completion of firing display and inspected by the shoot team.
7. Firing area will be inspected by the sponsoring organization at first light the following day.
8. Pyrotechnicians are specifically excluded from all liability coverage.
9. Any claims must be reported to the Yarmouth, Iowa office in writing within 72 hours of the incident.