

AGENDA
CITY OF CENTRALIA, MISSOURI
Board of Aldermen – Regular Meeting
May 18, 2015
7:00 P.M.
City Hall Council Chambers

- I. PLEDGE OF ALLEGIANCE
- II. ROLL CALL
- 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 - Regular Meeting of May 18, 2015
 - B. Minutes of Prior Meetings
 - C. Minutes of Public Works and Public Utilities Committee Meeting
 - D. Minutes of General Government and Public Safety Committee Meeting
 - E. Reports
 - 1. Treasurer's & Collector's Reports
 - 2. Activity Reports
- IV. ACCOUNTS PAYABLE OVER \$1,250
- V. COMMENTS FROM CITIZENS
- VI. REPORT FROM THE CITY PROSECUTOR
- VII. APPEAL REVOCATION OF BUSINESS LICENSE
 - A. Keith Keller Repairs
- VIII. ECONOMIC DEVELOPMENT REPORT FROM CHAMBER OF COMMERCE
- IX. ACTION AGENDA
 - A. Finance – None.
 - B. Permits and Licensing – None
 - C. Legal –
 - 1. Authorizing the Mayor and City Clerk of Centralia, Missouri to Enter into an Agreement with MECO Engineering Company, Inc. of Hannibal, Missouri for Consulting Engineering on the Jefferson Street Sidewalk Project – Ordinance
Bill No. _____ Ordinance No. _____
 - 2. Authorizing the Mayor and City Clerk of Centralia, Missouri to Enter into an Agreement with Christensen Construction of Kingdom City, Missouri relating to installation of asphalt overlays on several city streets – Ordinance
Bill No. _____ Ordinance No. _____
 - 3. Authorizing the Mayor to sign Mutual Aid Agreement with the Missouri Public Utility Alliance. – Ordinance
 - 4. Approving the Final Plat of Cobblestone Lake Estates Plat 3 and accepting easements.
Bill No. _____ Ordinance No. _____
 - D. Purchasing – None

X. OLD BUSINESS – None

XI. NEW BUSINESS

- A. Mayor
 - 1. Appointments
- B. City Administrator
 - 1. Net metering
 - 2. Sewer service extension on North Hickman
- C. City Attorney
- D. City Clerk

XII. AS MAY ARISE

XIII. ADJOURN

Mayor Grenke called the special meeting to order at 7:02 p.m.

Roll Call: Aldermen Don Bormann, James Lee, Landon Magley, Andrea Vollrath, Dick Ward and David Wilkins answered roll call.

Absent: None

Also present were City Administrator Matt Harline, City Attorney Merritt Beck, Police Chief Larry Dudgeon, James Smith with the Centralia Fireside Guard, Russ & Stephanie Greene, Dennis Mills, Tom Nelson, Ed Torreyson, Darren Adams, Rob Dalton, Officer Norberto Mendez, Officer Jason Hicks, Matt Hensley, Brandon Copenhaver and his girlfriend Sonya, Don & Jessica Copenhaver, and several other members of Brandon Copenhaver's family

Pledge of Allegiance:

Mayor Grenke led everyone in the pledge of allegiance.

COMMENTS FROM CITIZENS:

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

Hearing no comments, the Comments from Citizens portion of the meeting was closed at 7:03 p.m. by Mayor Grenke.

Certification of Municipal Election Results:

Copies of the certified election results for the April 6th municipal elections from Boone County Clerk Wendy Noren were made available at the meeting. The votes were as follows:

Mayor	TIM GRENKE	429
Collector	HEATHER RUSSELL	427
Alderman, Ward I	DAVID WILKINS	101
Alderman, Ward II	DON BORMANN	132
	DAMON REYNOLDS	118
Alderman, Ward III	JAMES LEE	92

Alderman Wilkins made the motion to approve the certified elections results for the April 6th municipal election. Alderman Vollrath seconded the motion. On a call by the Mayor for ayes and nays, the motion passed unanimously.

Adjourn Sine Die:

Alderman Bormann made the motion to adjourn sine die. Alderman Wilkins seconded the motion. On a call by the Mayor for ayes and nays, the motion passed unanimously.

The meeting was adjourned sine and die at 7:04 p.m.



Heather Russell, City Clerk

Mayor Grenke called the regular meeting to order at 7:05 p.m.

Roll Call: Aldermen Don Bormann, James Lee, Landon Magley, Andrea Vollrath, Dick Ward and David Wilkins answered roll call.

Absent: None

Also present were City Administrator Matt Harline, City Attorney Merritt Beck, Police Chief Larry Dudgeon, James Smith with the Centralia Fireside Guard, Russ & Stephanie Greene, Dennis Mills, Tom Nelson, Ed Torreyson, Darren Adams, Rob Dalton, Officer Norberto Mendez, Officer Jason Hicks, Matt Hensley, Brandon Copenhaver and his girlfriend Sonya, Don & Jessica Copenhaver, and several other members of Brandon Copenhaver's family

SWEAR IN NEWLY ELECTED OFFICIALS

City Clerk Russell administered the oath of office to the newly elected officials as follows: Mayor – Tim Grenke, Alderman Ward I – David Wilkins, Alderman Ward II – Don Bormann, and Alderman Ward III – James Lee.

Mayor Grenke administer the oath of office to Heather Russell as newly elected City Collector.

ELECTION OF PRESIDENT OF THE BOARD OF ALDERMEN (MAYOR PRO TEM) BY ALDERMEN:

Alderman Magley nominated Alderman Lee to be elected as Mayor Protempore. Alderman Ward seconded the motion. There being no other nominations, the Mayor called for ayes and nays, the motion passed unanimously.

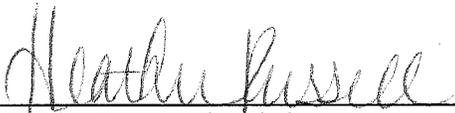
ELECTION OF CITY CLERK BY ALDERMEN:

Alderman Bormann made the motion to elect Heather Russell as City Clerk. Alderman Wilkins seconded the motion. On a call by the Mayor for ayes and nays, the motion passed unanimously.

Mayor Grenke administered the oath of office to Heather Russell as City Clerk.

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

Meeting adjourned at 7:11 p.m.



Heather Russell, City Clerk

Mayor Grenke called the regular meeting to order at 7:11 p.m.

Roll Call: Aldermen Don Bormann, James Lee, Landon Magley, Andrea Vollrath, Dick Ward and David Wilkins answered roll call.

Absent: None

Also present were City Administrator Matt Harline, City Attorney Merritt Beck, Police Chief Larry Dudgeon, James Smith with the Centralia Fireside Guard, Russ & Stephanie Greene, Dennis Mills, Tom Nelson, Ed Torreyson, Darren Adams, Rob Dalton, Officer Norberto Mendez, Officer Jason Hicks, Matt Hensley, Brandon Copenhaver and his girlfriend Sonya, Don & Jessica Copenhaver, and several other members of Brandon Copenhaver's family

Mayor Grenke presented a proclamation to Tom Nelson in honor of Rodney Griffin, who was killed in action with the US Army in Vietnam in 1970. Griffin's body was recently recovered and brought back to the United States after 45 years being missing in action.

Nelson, who was the brother-in-law of Griffin, said Thank You on behalf of the family of Rodney Griffin to the city and so many other organizations that have helped prepare for the memorial service this coming Saturday.

Appointment of New Part-Time Officer and Effective Date of Appointment

Dudgeon introduced Brandon Copenhaver, and Copenhaver introduced all the members of his family that were in attendance.

Dudgeon said it was his recommendation that Copenhaver would be sworn in as a part time officer to cover the gap left by Ed Duvall who would be out for an extended period of time for some health concerns.

Copenhaver said that is currently a Columbia College student from Hallsville, and he went through the police academy at age 19 and liked Centralia to help him gain some experience.

Mayor Grenke appointed Brandon Copenhaver to the position of part-time police officer with the Centralia Police Department effective April 20, 2015, upon recommendation of Chief Dudgeon. Alderman Lee made a motion to accept the Mayor's appointment of Brandon Copenhaver to the position of part-time police officer with the Centralia Police Department. Alderman Wilkins seconded the motion. On a call by the Mayor for ayes and nays, the motion passed unanimously.

Beck explained that the term "faithfully demean myself" in the Oath of Office means to fulfill the duties of that office.

Dennis Mills, Tom Nelson, Ed Torreyson, Officer Norberto Mendez, Officer Jason Hicks, Matt Hensley, Brandon Copenhaver and his girlfriend Sonya, Don & Jessica Copenhaver, and several other members of Brandon Copenhaver's family left the meeting at 7:20 p.m.

CONSENT AGENDA:

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

CONSENT AGENDA:

- A. Adopting the Agenda for the Board of Aldermen – Regular Meeting April 20, 2015
- B. Minutes of Prior Meetings
- C. Minutes of Public Works and Public Utilities Committee Meeting
- D. Minutes of General Government and Public Safety Committee Meeting
- E. Minutes of Planning and Zoning Commission
- F. Reports
 1. Treasurer's & Collector's Reports
 2. Activity Reports

**City of Centralia
Board Minutes – April 20, 2015**

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

Accounts Payable over \$1250 was presented in the amount of \$298,971.48 as follows:

ACCOUNTS PAYABLE OVER \$1250

April 20, 2015

Ameren UE (Heating Bill)	\$	3,195.12
Asplundh Tree Expert	\$	11,487.70
City of Columbia (landfill charges - March 2015)	\$	8,509.14
Digital Alley (4 Body Cameras)	\$	3,180.00
H & R Russell Entr, LLC	\$	2,375.00
Illinois Power Marketing (Wholesale Electric)	\$	114,640.61
Inland Trk Parts (Unit # 13 Parts / Repairs)	\$	1,726.29
J & M Displays (Fireworks)	\$	4,000.00
MISO	\$	5,302.38
MJMEUC (Prairie State Charges)	\$	80,170.33
MO state Hwy Patrol (Patrol Car)	\$	14,350.00
Ozark Applicators (Maintenance Agreement)	\$	1,600.00
UMB Bank (MAMU 08 Elect Substation Lease Pmt)	\$	12,643.68
Wilkerson Brothers Quarry (Clean Rock)	\$	6,478.48
TOTAL	\$	269,658.73

ADDED AFTER GGFC MEETING

Ameren (Transmission Charges)	\$	22,047.48
Arkansas Electric (Electric Dept Supplies)	\$	1,414.25
MFA Oil (Fuel)	\$	5,851.02
TOTAL	\$	29,312.75
GRAND TOTAL	\$	298,971.48

Alderman Bormann made the motion to approve the Accounts Payable over \$1250 in the amount of \$289,971.48. Alderman Wilkins seconded the motion. On a call by the Mayor for ayes and nays, the motion passed unanimously.

COMMENTS FROM CITIZENS:

The Comments from Citizens portion of the meeting was opened at 7:24 p.m. by Mayor Grenke.

Hearing no comments, the Comments from Citizens portion of the meeting was closed at 7:24 p.m. by Mayor Grenke.

APPEAL REVOCATION OF BUSINESS LICENSE

Black Hog Saloon

Beck said that there has been a request to delay the hearing made by Amber Stanford, and his suggestion would be to delay the matter to May 4th.

Magley questioned why the Board couldn't take action on this today.

**City of Centralia
Board Minutes – April 20, 2015**

Harline stated that Stanford had called and requested the matter be heard at a later date, and according to Beck there is some question on the definition of “service” as related to serving the notice of the hearing to Stanford. He also said that she’s in the course of trying to reinstate her state liquor license. Harline said that the Board could grant her an extension to May 4th if they think her request for a hearing because of personal hardship is valid. Bormann asked if her business was open now, and Harline replied that she could be could be open Wednesday.

Russell noted that she had spoken to representatives with the Missouri Department of Revenue on several different occasions regarding this revocation, with the most recent being that afternoon. At that time, the license was still revoked and they showed no paperwork filed to start the process to rectify the situation. DOR had also stated that if her Missouri retail sales license was revoked, it revoked any City license, County license or State Liquor License associated with that number.

Dudgeon stated that her state retail sales tax number has been revoked and asked since when. Russell stated that it has been revoked since March 27th. Dudgeon said that there is nothing anyone in this room can do other than her, and it would seem to him that we are being used as a body to hide behind. He stated that if she opens Wednesday she will be in violation of state law, and will have no choice but to write a summons.

There was discussion as to whether or not the Board granting her an extension on her City business license would do any good since her Missouri retail sales license was revoked and she is not allowed by law to sell any food or liquor without the retail sales license. The matter of Stanford legally being able to sell food or drink without the retail sales license was discussed at length, and it was determined that she would not be able to.

Stanford entered the room at 7:44 p.m.

Stanford said she just came from the Lake of the Ozarks & Jefferson City area.

Grenke addressed Stanford and said that her state tax id number has been revoked, and with that revocation it revokes all other licenses. He said that if the City grants a continuance on the City business license, it doesn’t rectify the Missouri state license revocations.

Stanford stated she was hoping within the next day we won’t have to worry about it. Grenke told Stanford that he thinks she appealed to the wrong body, as the only thing the Board can do is grant the continuance for the City license, but not the state license.

Harline asked if Stanford received the email on the 10th with the notice for tonight’s hearing. He added that he had briefly stated her case, but since she was here she could make her case before the Board.

Stanford questioned if everyone knew her story, and Russell said that her appeal letter had been included in the Board meeting packet. She stated that there was an account for an LLC that she was not on that her payment had been applied to incorrectly with the Missouri Department of Revenue. She said it would have alleviated every bit of tax debt she owed as well as leaving a credit.

Harline questioned Stanford about the form 126 she had mentioned in a conversation earlier in the day. Stanford replied that the form would prove she was never a part of the LLC her payment had been applied to. She said the attorneys have spoken about it, and are in the process of filing the form.

Bormann stated that if the Board does grant the continuance, Stanford still can’t open. He questioned what happens to the city business license and if there is a fee for reinstatement. Russell said that there would be no fee for reinstatement. The city would just require proof in the form of a No Sales Tax Due letter from the Missouri Department of Revenue that all tax issues have been taken care of and her Missouri retail sales license was reinstated.

Harline noted that Stanford had reported there was a health issue in the family earlier in the day. Stanford responded that they think her father has had a stroke. Harline said that it explains why you were late to the meeting tonight. Beck noted that it’s been said that you are planning to open on Wednesday. Stanford said that if everything is resolved, then yes, she does plan on being open. Dudgeon stated that, to be clear, Stanford should not open if her state license has not been reinstated.

**City of Centralia
Board Minutes – April 20, 2015**

Wilkins said that action by the council is not required, and Stanford would just provide the letter from DOR. Russell commented that if Stanford did provide the letter, she would notify the Board and the Police Department immediately.

Harline said he thought the cleanest thing to do is to deny the appeal, then once everything is cleared the state will give us notification.

Alderman Lee made a motion to deny the appeal request by Amber Stanford regarding the business license revocation for the Black Hog Saloon, LLC. Alderman Wilkins seconded the motion. On a call by the Mayor for ayes and nays, the motion passed unanimously.

Stanford thanked the Board and left the meeting at 8:10 p.m.

ECONOMIC DEVELOPMENT REPORT FROM CHAMBER OF COMMERCE

Minutes from the Board of Director's meeting was provided in the meeting packet. Harline noted that there are several new people on the Chamber Board. Grenke said that the annual Chamber dinner is April 23rd.

ACTION AGENDA:

Finance:

Authorizing Transfer from Park Sales Tax Fund to Pool Fund

The Park Board has requested the approval to transfer \$49,900 from the Park Sales Tax fund to the Pool fund. Alderman Vollrath made a motion to approve the Park Board's request to transfer \$49,900 from the Park Sales Tax fund to the Pool fund. Alderman Wilkins seconded the motion. On a call by the Mayor for ayes and nays, the motion passed unanimously.

City Collector's Report on Delinquent Property Taxes:

The Delinquent Tax Report as of March 31, 2015 from the Boone County Collector was included in the packet with a report on the comparison of 2012 taxes versus 2014 by City Collector Russell. Alderman Bormann made the motion to approve the Delinquent Tax Report as of March 31, 2015 and the Tax Comparison Report as submitted. Alderman Wilkins seconded the motion. On a call by the Mayor for ayes and nays, the motion passed unanimously.

Report on County Tax Abatements:

The Boone County Collector had submitted a report to the City Collector for the abatement of 2009 personal property taxes that are considered to be uncollectible in the amount of \$314.99 for the General Fund Revenue and \$124.19 for the Library funds for a grand total of \$439.18. Alderman Wilkins made the motion to accept the Boone County Collector's Report on 2009 Tax Abatement for personal property taxes. Alderman Vollrath seconded the motion. On a call by the Mayor for ayes and nays, the motion passed unanimously.

Utility Bills Bad Debt Charge-offs as of 3/31/2015

A report of the utility bills to be charged off as bad debts was presented in the amount of \$15,850.54. Alderman Wilkins made a motion to approve the bad debt charge-offs in the amount of \$15,850.54. Alderman Vollrath seconded the motion. On a call by the Mayor for ayes and nays, the motion passed unanimously.

Approving Budgeted Inter-Fund Transfers

Harline said that the City has always made the transfer at the beginning of the year, but he would prefer to do the transfers quarterly.

Harline pointed out the budgeted inter-fund transfers include \$30,000 from the Water Fund to the General Fund, \$80,000 from the Electric Fund to the General Fund and \$35,000 from the Electric Fund to the Cemetery Fund, and

**City of Centralia
Board Minutes – April 20, 2015**

suggested these transfers should be made on a quarterly basis. Alderman Bormann made a motion to approve the budgeted transfers on a quarterly basis of \$30,000 from the Water Fund to the General Fund, \$80,000 from the Electric Fund to the General Fund and \$35,000 from the Electric Fund to the Cemetery Fund. Alderman Magley seconded the motion. On a call by the Mayor for ayes and nays, the motion passed unanimously.

Permits & Licensing: None

Legal:

ORDINANCE: Authorizing Mayor to Enter into Lease Agreement with Landis+Gyr Inc., of Overland, Missouri for Permission to Attach Equipment to City of Centralia, Missouri Utility Poles and Replacing Ordinance No, 2799

Harline said that the board has already approved an identical agreement with CellNet Technologies, and we typed up the contract and ordinance, but when they sent the 2nd packet for the Mayor to sign, it had their new company name. Merritt agrees this is the proper way to proceed.

Alderman Vollrath presented a bill marked and designated as bill no. 2750 to create an ordinance entitled “AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK OF THE CITY OF CENTRALIA, MISSOURI, TO EXECUTE A LEASE AGREEMENT WITH LANDIS+GYR TECHNOLOGY, INC., OF OVERLAND, MISSOURI FOR PERMISSION TO ATTACH EQUIPMENT TO CITY OF CENTRALIA, MISSOURI UTILITY POLES AND REPLACING ORDINANCE 2799.” Alderman Vollrath 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 Vollrath 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 Vollrath moved the final passage of the bill. Alderman 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, Vollrath, Ward 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 2806.

ORDINANCE: Vacating the eastern 750 feet of Southland Street and utility easements east of the eastern lot line of Lot 7, Block 2 of the Dan-Mar-Dale Subdivision

Harline said the recommendation from the Planning & Zoning Committee is based on discussion from April 9th, the Dan-mar-del subdivision includes Ivy & Southland streets, which is legally platted with a lot going over a stream and is zoned R-3 with the speculation that having a higher density at the end of the street would make it viable to build a low water crossing, but it is unlikely to ever be built as platted as it would cost so much. Darren Adams is looking to extend the north & south street for Lockport Drive and would extend it north out of Cobblestone Lake into this property that is the southeastern part of Dan-Mar-Del subdivision. He requested to vacate this property and some utility easements that would not be part of his plan.

Beck noted that the property wouldn't be of any use to the city, either. Harline said that Planning & Zoning recommends adoption of the ordinance and staff has no problem with doing so

Alderman Bormann presented a bill marked and designated as bill no. 2751 to create an ordinance entitled “AN ORDINANCE VACATING A PORTION OF SOUTHLAND STREET ADJACENT TO THE EAST LOT LINE OF LOT SEVEN (7) OF BLOCK TWO (2) OF DAN-MAR-DALE SUBDIVISION OF THE CITY OF CENTRALIA, MISSOURI AND PROCEEDING TO THE EASTERN TERMINUS, AND VACATING SUCH UTILITY EASEMENTS AS DESCRIBED BELOW.” Alderman Bormann moved that it be placed on its first reading by title only. Before the bill was introduced copies of the bill were made available for public inspection. Motion was seconded by Alderman Magley and motion carried unanimously. The bill was then read by title only. Alderman Bormann moved the bill be placed on its second reading. Motion was seconded by Alderman Wilkins and motion carried unanimously. The bill was then read the second time by title only. The Mayor then called for discussion on the bill and after some discussion Alderman Bormann moved the final passage of the bill. Alderman Wilkins seconded the motion. The Mayor called for a roll call vote and the ordinance passed with the following

**City of Centralia
Board Minutes – April 20, 2015**

vote. Aldermen voting FOR: Bormann, Lee, Magley, Vollrath, Ward 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 2807.

ORDINANCE: Amending Sections 18-36 and 18-37.1 of the Centralia City Code Concerning the Parking of Truck Tractor Commercial vehicles and Semi-Trailers on a Portion of the North Side of Railroad Street and Adding Handicapped Parking on the South Side of Railroad Street

Harline the owners of 106 Railroad were told that we would do something to rectify parking concerns along the area in front of 106 W Railroad. He said that in 2013 Lynn did some calculations and found that if you do angled parking you would gain about 2 spots. Several others have looked at it and might be able to get as many as 4 on the south side. Since 2004 we have defined tractor trailer parking for that area and the signage shows it being allowed to park on Collier Street and 160 feet we of the curb on Rollins. If you eliminate parking back to Rollins Street, you could add 7 or 8 parallel parking spots, or could get up to 16 additional spots if we do angle parking, but it would not be safe to do angle parking on both sides. The ordinance as presented says the City would eliminate tractor trailer parking, and would give time to determine what would work best before the bakery opens on May 1st.

Harline showed a diagram of possible parking spaces on the big screen.

There was discussion regarding the possibility of different angles for the parking spaces and what to do about truck parking if it is eliminated in this area.

Russ Greene provided some pictures that were viewed on the screen regarding truck parking and the time of day and days of the week that the truck parking was being utilized. The pictures showed that a lot of the Hubbell parking is vacant, as well as the truck parking.

Alderman Magley presented a bill marked and designated as bill no. 2752 to create an ordinance entitled "AN ORDINANCE TO AMEND SECTION 18-36 AND SECTION 18-37.1 OF THE CENTRALIA CITY CODE CONCERNING PARKING OF TRUCK TRACTOR COMMERCIAL MOTOR VEHICLES AND SEMI-TRAILERS ON A PORTION OF THE NORTH SIDE OF RAILROAD STREET AND ADDING ONE HANDICAPPED PARKING ON PUBLIC PROPERTY." Alderman Magley 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 Magley 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 Magley 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, Vollrath, and Wilkins. Voting AGAINST: Ward. 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 2808.

Purchasing:

Bids for purchasing of scrap metal

The City received three bids for the purchase of scrap metal as follows:

<u>Name:</u>	<u>Amount:</u>
Greg Smith –Smith Salvage	\$2225.00
Frank Johns	\$1251.00
Tim Billings & Larry Barnes	\$1020.00

Alderman Lee made a motion to award the bid of scrap metal to Smith Salvage for \$2025. The motion was seconded by Alderman Vollrath. On a call by the Mayor for ayes and nays, the motion passed unanimously.

OLD BUSINESS: None

NEW BUSINESS:

**City of Centralia
Board Minutes – April 20, 2015**

Mayor:

Appointments:

Mayor Grenke re-appointed himself to the Mid Missouri Regional Planning Commission. Alderman Bormann Bormann made a motion to approve the Mayor's re-appointment of himself to the Mid Missouri Regional Planning Commission. Alderman Magley seconded the motion. On a call by the Mayor for ayes and nays, the motion passed unanimously.

Mayor Grenke re-appointed himself to the Mid Missouri Solid Waste Management Commission. Alderman Wilkins made a motion to approve the Mayor's re-appointment of himself to the Mid Missouri Solid Waste Management Commission. Alderman Bormann seconded the motion. On a call by the Mayor for ayes and nays, the motion passed unanimously.

Grenke announced that as of May 1st there would be two cemetery advisory board members due for reappointment. Cemetery Sexton, Phyllis Brown, said she would contact them to see if they are interested in reappointment.

Grenke also said that there are three positions for appointment on the tree board, and three on the park board

Aldermen: None

City Administrator:

Harline announced that anyone interested in going to the MML meeting in Columbia on May 27th should let Russell know. Vollrath said she would be attending.

As May Arise:

Dudgeon said he'd like to remind everyone that Norfolk Southern is going to start reconstruction of the railroad crossing by MFA this Wednesday morning and they expect to be done on Thursday about 3 p.m.

Brown said that the Avenue of Flags would be going up in Cemetery at 8:30 a.m. on Friday, and there is a commitment that at least 100 kids from CIS through CHS will be there to help.

Grenke questioned if possibly Dennis Mills had gotten the train schedule for Saturday. Dudgeon said he has spoken with both railroads and there is a lot of freight going through but will call and get the schedule Saturday morning.

Grenke said that on Friday evening there will be a gentleman coming with approximately 2000 flags and will line the street with flags down Jefferson and out hwy 22 until he runs out of flags. Denny has contacted with fire dept to hang the huge flag using the fire truck and a boom truck from the electric department.

Brown noted that help will be needed to lower the flags on Monday at 3:30 p.m.

Alderman Wilkins moved the Board of Aldermen of the City of Centralia, Missouri hold a closed meeting and a closed vote, and the specific reason for closing the meeting and having a closed vote was: causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys will be discussed or recorded, as provided for under Section 610.021 (1) of the Revised Statutes of Missouri, Alderman Wilkins asked that this motion be adopted by roll call vote. The motion was seconded by Alderman Bormann. Aldermen voting FOR: Bormann, Lee, Magley, Vollrath, Ward and Wilkins. Voting AGAINST: None.

During the closed session only legal matters were discussed and no vote was taken.

Alderman Wilkins moved that the Board of Alderman return to open session and that this motion be adopted by roll call vote. The motion was seconded by Alderman Vollrath. Aldermen voting FOR: Bormann, Lee, Magley, Vollrath, Ward and Wilkins. Voting AGAINST: None.

As May Arise:

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City of Centralia
Board Minutes – April 20, 2015

Adams questioned whether there was some progress on an ordinance getting rid of the ban of sale of fireworks. Harline said he could have a draft ordinance by next month. Grenke said it could be discussed at general government meeting and possibly have an ordinance by the end of next month.

Grenke said—last Friday he was approached by a citizen with a house by the former Redwood Motel who was complaining about the ditch that floods after a heavy rain. Grenke said he drove out to where the ditch goes into the gravel road which is north along Randolph road, and discovered that the culvert is blocked and needs someone to clear it out. He said that about 150-200 yards southwest of that culvert there are some trees crisscrossed and blocking the ditch. There was some discussion regarding who would be responsible for clearing out the ditch.

Grenke reminded everyone not to forget the services for Rodney Griffin at CHS this Saturday.

Dudgeon pointed out that the people on the back row of seats in during the meeting are opening up a shop on Railroad Street. Lee and Rob Dalton are the proprietors of Grinder's Bakery

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

The meeting was adjourned at 9:11 p.m.



Heather Russell, City Clerk

Mayor Grenke called the special meeting to order at 7:57 p.m.

Roll Call: Aldermen Don Bormann, James Lee, Landon Magley, Andrea Vollrath, Dick Ward and David Wilkins answered roll call.

Absent: None

Also present were City Administrator Matt Harline, City Attorney Merritt Beck, Police Chief Larry Dudgeon, James Smith with the Centralia Fireside Guard

ADOPTING AGENDA:

Adopting the Agenda for the Board of Aldermen – Special Meeting May 4, 2015.
There were no objections to adopting the agenda as presented.

ACTION AGENDA:

Finance: None Scheduled

Permits & Licenses: None Scheduled

Legal:

ORDINANCE: Authorizing Mayor and City Clerk to Enter into Two Agreements with Norfolk Southern Railway Company for Permits to Bore Under the Railway to Install Electrical Conduit

Alderman Lee presented a bill marked and designated as bill no. 2753 to create an ordinance entitled “AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK OF THE CITY OF CENTRALIA, MISSOURI, TO EXECUTE TWO AGREEMENTS WITH NORFOLK SOUTHERN RAILWAY COMPANY FOR PERMITS FOR THE PURPOSE OF INSTALLING ELECTRICAL CONDUIT UNDER THE RAILWAY’S RIGHT OF WAY EACH FOR A FEE OF FOUR THOUSAND SEVEN HUNDRED DOLLARS AND NO CENTS (\$4,700.00).” 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 Vollrath 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 Vollrath 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 Bormann 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, Vollrath, Ward 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 2809.

ORDINANCE: Authorizing Mayor to Enter into Two Contracts with the Kansas City Southern Railway Co. of Kansas City, Missouri, to Bore Under the Railway to Install Electrical Conduit

Alderman Wilkins presented a bill marked and designated as bill no. 2754 to create an ordinance entitled “AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK OF THE CITY OF CENTRALIA, MISSOURI, TO EXECUTE TWO CONTRACTS WITH THE KANSAS CITY SOUTHERN RAILWAY COMPANY OF KANSAS CITY, MISSOURI FOR PERMITS FOR THE PURPOSE OF INSTALLING ELECTRICAL CONDUIT UNDER THE RAILWAY’S RIGHT OF WAY, EACH FOR A FEE OF TWELVE THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$12,500.00).” 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 Bormann 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 Vollrath 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

**City of Centralia
Board Minutes – May 4, 2015**

passage of the bill. Alderman Vollrath 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, Vollrath, Ward 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 2810.

Purchasing: None Scheduled

Mayor Grenke requested to move the As May Arise section to this point in the meeting so that he could make some appointments. There were no objections.

**As May Arise
Appointments**

Mayor Grenke reappointed Thelma Chandler to the Cemetery Board for a term of 3 years. Alderman Bormann made a motion to accept the Mayor's reappointment of Thelma Chandler to the Cemetery Board for a term of 3 years. Alderman Wilkins seconded the motion. On a call by the Mayor for ayes and nays the motion carried unanimously.

Mayor Grenke reappointed John Kottwitz to the Cemetery Board for a term of 3 years. Alderman Bormann made a motion to accept the Mayor's reappointment of John Kottwitz to the Cemetery Board for a term of 3 years. Alderman Wilkins seconded the motion. On a call by the Mayor for ayes and nays the motion carried unanimously.

Mayor Grenke reappointed John Kottwitz to the Tree Board for a term of 3 years. Alderman Wilkins made a motion to accept the Mayor's reappointment of John Kottwitz to the Tree Board for a term of 3 years. Alderman Magley seconded the motion. On a call by the Mayor for ayes and nays the motion carried unanimously.

CLOSED SESSION:

Alderman Wilkins moved the Board of Aldermen of the City of Centralia, Missouri hold a closed meeting and a closed vote, and the specific reason for closing the meeting and having a closed vote was: causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys will be discussed or recorded, as provided for under Section 610.021 (1) of the Revised Statutes of Missouri, Alderman Wilkins asked that this motion be adopted by roll call vote. The motion was seconded by Alderman Vollrath. Aldermen voting FOR: Bormann, Lee, Magley, Vollrath, Ward and Wilkins. Voting AGAINST: None.

During the closed session, only legal matters were discussed and no vote was taken.

Alderman Bormann made a motion to return to open session and asked that this motion be adopted by roll call vote. The motion was seconded by Alderman Ward. Aldermen voting FOR: Bormann, Lee, Magley, Vollrath, Ward and Wilkins. Voting AGAINST: None.

Returned to open session at 8:40 p.m.

ORDINANCE: Authorizing the Mayor to Enter into a Mutual Release and Settlement Agreement with Paul Morgan in the matter of the lawsuit filed by Morgan in the Circuit Court of Boone County, Missouri, Case No. 12BA-CV02154

Alderman Vollrath presented a bill marked and designated as bill no. 2755 to create an ordinance entitled "AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF CENTRALIA, MISSOURI, TO EXECUTE A MUTUAL RELEASE AND SETTLEMENT AGREEMENT WITH PAUL MORGAN IN THE MATTER OF THE LAWSUIT FILED BY MORGAN IN THE CIRCUIT COURT OF BOONE COUNTY, MISSOURI, CASE NO. 12BA-CV02154." Alderman Vollrath 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 Vollrath 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

City of Centralia
Board Minutes – May 4, 2015

the bill and after some discussion Alderman Vollrath moved the final passage of the bill. Alderman Lee 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, Vollrath, Ward 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 2811.

Additional As May Arise

Grenke mentioned that he would be out of town for annual training June 12th – 28th.

Russell said that anyone interested in going to the MML meeting in Columbia, MO, on May 27th should let her know so she could send in the RSVP.

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

The meeting was adjourned at 8:45 p.m.



Heather Russell, City Clerk

Minutes of the Public Works and Public Utilities Committee for Monday, May 4, 2015.

The meeting was called to order by Alderman Bormann at 7:02 p.m. Present were Chairman Don Bormann, Mayor Grenke, Aldermen, Lee, Magley, Vollrath, Ward and Wilkins. Also attending were Matt Harline, Phil Hoffman, Mike Forsee, Mark Mustain and James Smith. Merritt Beck arrived at about 7:45pm.

Pledge of Allegiance Those present recited the pledge.

Proclamations and Adopting the Agenda

Bormann noted that there were no changes to the agenda or proclamations

Comments from Citizens

None

Street and Sanitation Department

Activity Report Bormann noted that the new wheel loader looked good. There were no other comments.

STREETS

Summer 2015 Overlay Contractor Bormann noted that for once APAC is not lowest. Harline noted that there were three bids and read them out. Harline reported that the staff recommends that the Committee accept the bid of Christensen Construction for \$74.78/ton. Harline replied in response to a question from Bormann that last year's bid was \$68.10. **Wilkins made a motion to accept the bid of Christensen Construction Co. Lee seconded the motion which was approved by unanimous voice vote.**

Selecting the Sidewalk Grant Contractor Harline reviewed the process for reviewing the qualifications from the eight contractors that submitted letters of interest on the Jefferson Street Sidewalk project funded by a MODOT grant. Harline reported that on a 3-1 vote the ad-hoc committee recommended that MECO engineering be given the contract. Harline noted that we were a little behind in the schedule but that we could make up the time. **Wilkins made a motion to award the contract to MECO Engineering for the Jefferson Street Sidewalk project. Vollrath seconded the motion which was approved by unanimous voice vote.**

Wheel Loader Purchase Harline noted that we budgeted \$44,333 to obtain a wheel loader by lease purchase. Harline reported that we were able to purchase the loader off the state bid for \$132,000+ which is what we thought it would be after trade in. Harline noted that we had sold the old wheel loader on GovDeals for \$36,454. Harline was asking the Committee to authorize making a down payment of \$55,000. Harline noted that we would end up spending more than budgeted, but the new cost would be less. **Lee made a motion to authorize spending \$55,000 for the first payment on the wheel loader. Vollrath seconded the motion which was approved by unanimous voice vote**

SANITATION

Spring Cleanup Report

Bormann noted that the bill from Dayne's for \$5,356.06 was included in the packet Harline stated that was for the dumpsters and that in addition we had 64 hours of overtime wages in that one week. Hofmann noted that the total collection of 38.38 tons which is less than a regular week's collection and much less than past year's cleanups. Harline noted that it was less than the cleanups back when we did two per year.

Special Pickups for Residential Service

Harline gave a short slide show of trash piles found curbside in the City recently. Harline noted Bormann asked if these were recent photos and Hofmann said they were within the last year. Harline stated the he would like to bring an ordinance forward for the Board to consider to charge for special pickups. Harline noted that if you were moving out in September and had a lot of stuff to discard, it didn't mean that you were a bad person, but that extra pickup should cost more. Bormann noted that no one is going to want to haul it out to the dumpsters if they can get it picked up curbside for free. Harline said he was thinking along the lines of a \$15.00 charge for the extra pickup. Magley asked what constituted a special pickup to which Harline noted that it was more than two 95 gallon carts. There followed a discussion of the rate that should be charged for extra pickup plus. Bormann asked what other cities charged. Harline reported that Fulton charged a flat rate plus additional if it exceeded a certain amount of time. Harline noted that he was not recommending requiring carts. Darren Adams asked about taking trash from his work sites to his business address and besides his work site trash he rarely has any. Harline stated he would research what other cities were doing and that we could review our approach to spring clean-up. Magley asked if we were doing it too soon. Vollrath asked if it should be after the City-wide garage sale.

Storm Sewer Harline asked if the Committee wanted additional bids on south Jefferson and Gano Chance, but we only know one firm that provides the service.

Other Hoffman reported that the City of Mexico had offered to sell us their old paint sprayer. He asked permission to purchase it for under \$1,200. Bormann said that sounded good. Harline reported that Hoffman said he had worked with Jim Sternberg of the City of Mexico to do a slump test and take cylinders for break tests on the newly poured Lockport Drive. Harline reported that we sent the test to Engineering Surveys and Services and they sent back results that showed a break at 3380 PSI for seven days of curing. This looks good. Bormann asked if Sternberg had reviewed how to check the grade of the street. Harline said that had not been done. Harline stated that this was merely an experiment to see how possible it was to do it in house and that only one sample had been taken. Magley stated he thought the standard was one sample every 100 yards.

Electric Department

Activity Report Grenke asked about replacing the light pole at Gano Chance. Mustain replied that a truck had knocked it over. Magley noted that the pole by Casey's was bowing quite a bit. Mustain reported that he had checked it recently and that it would need to be addressed sometime soon.

Boring Project Harline noted that in the agenda for the special meeting there were ordinances to authorize the mayor to sign contracts with both railroads for permits to conduct the boring work. Harline stated that the permit and agreement with Norfolk-Southern were ready to go but the contracts for Kansas City Southern were essentially correct except that they only showed one bore at each of the two locations. Harline noted the process has taken months to get here and he hoped that the Board could see their way to authorize moving forward. The City and BHMG are about to release the RFP. The proposals will be due by the end of the month.

Other Mustain reported that the City would like to connect the line that runs along the west edge of the Cox property to the line along Gano Chance, but we are in Ameren's easement and they insist that they will install the pole of the height needed. Mustain asked if he could be authorized to pay Ameren \$4,800 to be allowed to tie on their pole to complete the loop. Mustain noted in terms of proportion that we had spent \$30,000 on Cobblestone already and we would spend that much again putting in services. In answer to a question from Lee he explained that completing the loop would allow power to be routed so that a minimal area was affected during outages. **Wilkins made a**

motion to approve the expenditure to Ameren that was seconded by Magley and approved by unanimous voice vote.

Harline reported that without objection they planned to declare as surplus and sell the old skid steer trailer #41.

Water and Sewer Department

Activity Report Bormann asked for comment and questions and there was none.

WATER

Forsee noted that they planned to put the 12 inch valve in front of Chance the next day.

SEWER

Harline said that there had been progress on the Irrigation Agreements but there they were not ready.

Insituform bid Harline reported that the Forsee had received a bid from Insituform off of a pre-bid contract and the amount of the bid was more than \$1,000 over the amount approved in the budget. Bormann said that shouldn't happen again. Forsee reported that the funds would be used to slip line sanitary sewers between Doty and Bruton, under Kellogg and between Briarwood and Eastmont. **Magley made a motion to approve the contract with Insituform for \$41,712.44 that was seconded by and approved by unanimous voice vote.**

Other

Darren Adams approached the Committee about repealing the ban on the sale of fireworks in the city limits. Bormann said that he would prefer that, and Wilkins asked what the rationale for banning the sale was. Merritt Beck arrived and replied in answer to Wilkins's question and that the fireworks banned in the City should not be sold in the City. Harline suggested that the staff could bring forward a draft ordinance at the next meeting. Dudgeon suggested that there might be some effect on insurance rates but that Darren may be on to something. Dudgeon asked if there would be business licenses required. Lee noted that Blue Springs noted that they only allowed 20 licenses and 19 had to be given to non-profits. Wilkins asked for an ordinance be brought forward for discussion.

As May Arise

Adjourn

Wilkins made a motion to adjourn that was seconded by Vollrath and approved by voice vote.

The Committee adjourned at about 7:55 p.m.

Minutes of the General Government and Public Safety Committee meeting of Monday, May 11, 2015.

The meeting was called to order by Chairman, David Wilkins at 7:00 p.m. Present were Chairman Wilkins, and Aldermen Magley, Ward, Vollrath, Lee and Bormann. Also attending were City Administrator Matt Harline, Police Chief Larry Dudgeon, Fire Chief Denny Rusch, Pat Olsen, Vicky Wilson, John Baker, Stephanie Green, Russ Green, Lorry Myers, James Smith of the Fireside Guard,

Those present participated in the Pledge of Allegiance.

Wilkins asked all present to recognize a moment of silence for the passing of Mayor, Tim Grenke's father James Grenke.

Comments from Citizens

None.

Presentation by John Baker of the Community Foundation of Central Missouri (CFCM)

Baker made a presentation about his organization (the Community Foundation of Central Missouri - CFCM) and the benefits that a community foundation can offer to Centralia. Baker started by explaining that philanthropy was needed to augment tax dollars. Baker noted that one possibility was a "community chest" concept, developed and incorporated in Centralia with a dedicated board. Baker also described the affiliate concept where the CFCM would act as the administrator of the fund. Baker described a bubble of wealth that exists with the generation born from 1915 – 1935 that includes \$3.14 billion of transferable wealth in Boone County that will be bequeathed in the next five years. Baker described unrestricted and targeted fund options. Baker asked for questions. Baker replied in answer to a question from Harline that they do assist with teaching fundraising skills techniques but do not conduct any fundraising for clients. Pat Olsen asked about using community foundation funds for matching funds for grant requests. Baker said it would be possible if the fund was set up that way.

Library Board

Wilkins asked if there were any objections to moving the Library up in the agenda. Since there was no objection, Pat Olsen addressed the Committee next. Olsen distributed copies of the Library Annual Report and reviewed it with the Committee. Olsen described changes made to the physical set up of the library including a new quiet reading room. Olsen reported that there were 4,380 patrons and they used 75,646 materials during the year. Olsen reported that the library received star status again this year. Olsen described the increased use of e-books, test proctoring, and other technological aids. Olsen noted that three members of the Board will be stepping down and new ones will need to be appointed. Olsen announced that her service as Library Director would be ending in June 2015. Olsen reported that the Library had chosen a replacement for her and it is Becky Wilson who she introduced to the Committee. Olsen replied in response to a question that the report will be online at www.centraliapubliclibrary.com/. Becky Wilson briefly addressed the Committee and expressed her excitement about her opportunity to keep things moving forward.

Police Department

Wilkins asked for comments and questions on the Activity Report and there were none.

Sale of fireworks within the city limits: Harline noted that City Attorney Beck had drafted a potential ordinance for discussion tonight. Harline noted that current City Code does not, in fact, ban the

sale but restricts the sale to a very short period of time. Harline noted that there was some discussion without agreement between himself and Mr. Beck about whether or not a business license could be required. Harline noted that it might be necessary to describe what zoning categories were appropriate for the sale of fireworks. Bormann stated that he would like to know where Boone County allowed the sale by zoning designation. Harline said that he felt B-2 and M-1 would be appropriate. Wilkins and Lee suggested that we might give first choice to non-profit groups. Bormann wanted to know if they require a business license in Boone County and in what zoning district they should be allowed. Wilkins asked about the ordinance that had been discussed last week. Harline noted that it was from Blue Springs and it stated that all but one of 40 or so licenses should be allotted to non-profits. Lee noted that he had found that online during the meeting and reading further in that code he found that unused permits were then available to for-profits. Harline and Lee discussed the state and Federal requirements on fireworks sales. Bormann asked about signage and Harline described the signage already in the code. Lee and Bormann said that with the state requirements it is probably not possible to have this ready for this year. In response to a question Chief Dudgeon felt limiting the number of permits would be valuable to make it easier to keep track of sales and monitor the safety of the sites. After discussion the Committee suggested five permits be allowed. Wilkins suggested that if we bump against that number we could review the ordinance again.

Other Chief Dudgeon noted that Alyson Brooks has accepted a job with the Missouri Police Chiefs Association in Jefferson City and will be leaving at the end the school year after five years of service. Dudgeon reported that he is working with Dudgeon reported that MULES will be increasing their rate about \$25/month and will begin charging the City on a quarterly basis which will mean it will show up on the Over \$1,250 list.

Fire Department

Wilkins asked for comments and questions on the Activity Report and there were none. Wilkins noted the large number of EMS calls. Harline asked if the change in the relationship with the Boone County Fire Protection District (BCFPD) was related to the increase in calls and Chief Rusch said it was not.

Fire Truck purchase update: Harline gave an update on the RFP for the mini-pumper truck. He asked the BCFPD to review the bid for any language that might be vendor specific in the draft by Banner. He has not yet received their comments back but plans to initiate the RFP next week regardless. Harline noted that the City of Columbia offered to provide information for other vendors and Harline will use those to invite others to send in proposals.

Emergency Management

Harline noted that the Hazard Mitigation Plan process was winding down and would be ready for presentation soon. Harline noted that there was a recommendation to keep a source of funding for hazard mitigation equipment like storm sirens and that the Plan will need to be approved by the Board sometime this fall.

Protective Inspection

Adding in-home catering to list of conditional uses in R-3. Harline explained that a letter had been sent to the City about opening an in-home catering business and after reviewing the allowed and permitted uses he felt that in-home catering was a reasonable request. Bormann asked if it wouldn't be considered a traditional home-based business like making hot sauce. Harline reviewed the code and agreed that there would be no need to amend the Code.

Review of City Sign Regulations. Harline explained that he had received a series of requests for signs recently and found little guidance in B-1 and M-1, especially on temporary signs. Recently he had a request for a temporary type of sign as a permanent sign. Harline noted that Lynn Behrns had taken a couple of swipes at this and the last version was included in the packet. After a discussion of the current ordinances Harline asked if the Committee would let him draft an ordinance to clarify some of the requirements in B-1, M-1 and on temporary signs.

Other Harline noted that MFA had applied for a building permit for a new grain storage facility and he had noticed that the Code had a height limit of 100 feet. Harline noted that Moberly, Columbia, Mexico and Fulton all had either no limit or special exemptions for grain elevators. Bormann asked if the current elevator was in excess of the limit. Harline said that it was close, but that if it had been built before 1961, it would be grandfathered. Bormann asked if this would have to go through the Planning & Zoning Commission and Harline replied that it would.

Economic Development

CREDI Lorry Myers made the CREDI report. Myers reminded the Committee that the CREDI Board was being reconstituted and the City, School District and Chamber of Commerce will be naming representative. She reviewed the discussion of the last CREDI meeting noting that bringing a hotel to town remains a high priority for the Board and an action item. Myers reported that the Centralia Alumni Association banquet may not return next year owing to the fact that the planners were losing interest and the next generation of planners was not coming forward. Myers stated that she was sad that an event that brought 300 – 400 people to town might be going away.

Bormann noted that there was a report from the Chamber in the packet as well. Harline reported that the street, water and electric supervisors were going to meet with the Chamber the next day to review needs for Anchor Fest.

Park Department

Wilkins noted that several sets of minutes and the agenda for the next meeting were included in the packet. Harline added that the Park would be approaching the Committee and Board with their plans to refinance at a later date.

Cemetery Advisory Committee

No report.

Tree Board

No report.

Finance

Financial statements for April 2015 were in the agenda packet. Harline had nothing unusual to highlight. Harline noted that we are now recording as a separate line item for overtime.

Bills over \$1,250

Committee received a preliminary list of bills over \$1,250 totaling \$319,171.48 without comment.

Other General Government

Harline reported to the Committee about his recent investigation of the feasibility of painting lines for angle parking for vehicles on the north side of Railroad Street between Allen and Rollins. Harline noted the he had been working today with Phil Hoffman (Street Supervisor) and that with angle parking, at 45 degree angles it left a driving lane of just under 21 feet, exactly as Lynn had reported.

Harline noted that even with parallel parking it was tight squeeze for a tractor trailer travelling south on Allen to turn left on to Railroad to head east. Harline stated that he could recommend angle parking if we removed the first one and a half spaces or leave it for three months and see how much need there actually was. Either way he thought it would be good to purchase signs that make it clear that the parking at Allen and Railroad is free and open to the public. Bormann asked if there was signage now. Harline reported the signage now stated that there was no parking allowed from 12:01am and 6:00am. Russ Green addressed the Committee to note that he felt that angle parking would be his preference and that there was no need to have an arbitrary observation period that might hurt businesses. Harline said he could live with angle parking. Green said that he would work with the City either way. Bormann noted that a 21 foot driving lane was adequate. Chief Dudgeon recommended that it might be a good idea to leave it the way it was until after Anchor Fest. Lee asked about changing the angle and Harline replied that the 45 degree angle was the staff recommendation. The Committee recommended painting 45 degree angle parking on the north side of Allen sometime after June 1, 2015.

As May Arise

Bid for Water Tap Connector at Cobblestone Lake Estates Harline described the bids and reported that staff recommends accepting the bid of Midwest Meters. **Bormann made a motion that Magley seconded to approve the bid of Midwest Meter for \$4,087.82 for meter insertions at Cobblestone Lake Estates.**

Harline reported that he would be bringing an updated mutual aid agreement forward at the Board meeting between the City and MPUA for assistance during natural disasters and the like.

Vollrath moved that the Committee adjourn. Magley seconded the motion, which was approved by unanimous voice vote. The Committee adjourned at 8:50 p.m.

City of Centralia Activity Reports

April 2015

Prepared By: Phyllis Brown

BUILDING ADMINISTRATION

Permit Data	Apr-15	Apr 2015 - Mar 2016 Totals
New Residential & Duplex	2	2
Residential Additions, Alterations, Repairs, Elec Upgrade	4	4
Residential Storage Buildings/Fences/Carport/Swimming Pools/Detached Garage	5	5
New Commercial Buildings		
Non Residential Additions, Alterations, Repairs, Elec Upgrade, New Sign	3	3
Courtesy Inspections - New Trailers/Gas Lines		
Renewal		
New Institutional		
Institutional Additions, Alterations, Repairs		
New Community Recreation Center		
Commerical Electrical Inspection		
Pole Barn		
Building Permit Summary		
Number of Permits Issued	14	14
Permit Valuation	\$338,700.00	\$338,700.00

ACTIVITY REPORT

		Apr-15							
		Pay Date				APR TOTAL HOURS		FYTD TOTALS	
		04/10/15		04/24/15					
		HOURS		HOURS					
	Cost Center #	DESCRIPTION		REG	OT	REG	OT	REG	OT
Office	1121	Court		2.50	0.00	2.00	0.00	4.50	0.00
	1142	Clerical		30.00	2.25	38.50	7.50	68.50	9.75
	1162	Payroll		15.50	0.00	16.50	5.50	32.00	5.50
	1163	Purchasing		21.50	0.00	17.00	0.00	38.50	0.00
	1165	Accounting		42.25	0.50	34.75	0.00	77.00	0.50
	6121	Cashier & Collecting		215.25	14.00	184.75	12.00	400.00	26.00
	<i>Central Office Monthly Total</i>		327.00	16.75	293.50	25.00	620.50	41.75	620.50

Street	1311	Administrative - Street		24.50	0.50	27.50	2.75	52.00	3.25
	1312	Street Maintenance		29.50	3.50	15.50	0.00	45.00	3.50
	1313	Alley Maintenance		5.00	0.00	3.50	0.00	8.50	0.00
	1314	Parking Lots/Sidewalks		0.00	0.00	0.00	0.00	0.00	0.00
	1315	Buildings/Grounds		15.50	0.00	3.00	0.00	18.50	0.00
	1316	Snow/Ice Removal		0.00	0.00	5.50	0.00	5.50	0.00
	1317	Pavement Markings		18.50	0.00	3.00	0.00	21.50	0.00
	1318	Culverts		65.50	0.00	40.00	1.00	105.50	1.00
	1319	Brush/Tree Control		2.00	0.00	10.50	6.50	12.50	6.50
	1331	Streets & Alleys; City Property		0.00	0.00	0.00	0.00	0.00	0.00
	2211	Cemetery		4.00	4.50	0.00	0.00	4.00	4.50
<i>Street Department Monthly Total</i>		164.50	8.50	108.50	10.25	273.00	18.75	273.00	18.75

Water	3111	Administrative - Water		23.50	6.00	41.00	10.50	64.50	16.50
	3112	Customer Service - Water		0.00	0.00	0.00	0.00	0.00	0.00
	3113	Water Wells - Maintenance		5.50	0.00	4.50	0.00	10.00	0.00
	3116	Water Service		97.50	3.00	84.50	4.00	182.00	7.00
	3117	Water Plant		76.50	0.00	70.50	0.00	147.00	0.00
	3119	Water Wells - Buildings/Grounds		0.00	0.00	2.00	0.00	2.00	0.00
	3121	Administrative - Sewer		0.00	0.00	1.00	2.00	1.00	2.00
	3123	Sewer		31.50	1.00	40.50	6.00	72.00	7.00
	3125	Lift Stations		22.00	0.00	24.00	0.00	46.00	0.00
	3127	Lagoons		18.50	0.00	19.50	0.00	38.00	0.00
	3128	Land Application		7.00	0.00	4.00	0.00	11.00	0.00
<i>Water Department Monthly Total</i>		282.00	10.00	291.50	22.50	573.50	32.50	573.50	32.50

Electric	3131	Administrative - Electric		38.00	0.00	51.00	5.00	89.00	5.00
	3132	Customer Service - Electric		0.00	0.00	0.00	0.00	0.00	0.00
	3133	Buildings/Grounds		23.00	6.00	38.00	6.00	61.00	12.00
	3134	Electric Distribution		151.00	2.00	192.00	25.00	343.00	27.00
	3138	Brush/Trees		87.00	0.25	30.00	1.00	117.00	1.25
	3139	Street Lights		4.00	0.00	29.00	0.00	33.00	0.00
	<i>Electric Department Monthly Total</i>		303.00	8.25	340.00	37.00	643.00	45.25	643.00

ACTIVITY REPORT

			Apr-15							
			04/10/15		04/24/15		APR TOTAL HOURS		FYTD TOTALS	
			HOURS		HOURS					
Cost Center #	DESCRIPTION	REG		OT		REG		OT		
		REG	OT	REG	OT	REG	OT	REG	OT	
Sanitation	3322 Sanitation	186.50	0.50	240.50	64.00	427.00	64.50	427.00	64.50	
	3323 Landfill	1.00	3.00	5.50	0.00	6.50	3.00	6.50	3.00	
	Sanitation Department Monthly Total	187.50	3.50	246.00	64.00	433.50	67.50	433.50	67.50	

Holiday/Sick/Vacation/Funeral

6111	Holiday	16.00	0.00	0.00	0.00	16.00	0.00	16.00	0.00
6112	Sick Time	60.50	0.00	17.50	0.00	78.00	0.00	78.00	0.00
6113	Vacation	29.00	0.00	48.50	0.00	77.50	0.00	77.50	0.00
6119	Funeral Leave	19.00	0.00	48.00	0.00	67.00	0.00	67.00	0.00
	Holiday/Sick/Vacation/Funeral Leave Monthly Total	124.50	0.00	114.00	0.00	238.50	0.00	238.50	0.00

Equipment Use:

6212	Equipment/Vehicle Maintenance	70.00	0.00	65.50	0.00	135.50	0.00	135.50	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Equipment Use Monthly Total	70.00	0.00	65.50	0.00	135.50	0.00	135.50	0.00

Total Hours Worked	1,458.50	47.00	1,459.00	####	2,917.50	####	2,917.50	####
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Assistance For The Month <i>(Hours are already included above)</i>	Administration	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	
	Electric Dept Assisted The Fire Dept	0.00	0.00	0.00	0.00	0.00	0.00	0.00	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 Park Dept	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Electric Dept Assisted The Police 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 Street Dept	13.00	0.00	0.00	0.00	13.00	0.00	13.00	0.00	
	Electric Dept Assisted The Water Dept	0.00	0.00	4.00	0.00	4.00	0.00	4.00	0.00	
	Police Dept Assisted The Sanitation Dept	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Street Dept Assisted City Hall	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Street Dept Assisted The Electric Dept	27.00	0.00	2.00	0.00	29.00	0.00	29.00	0.00	
	Street Dept Assisted The Park Dept	4.50	0.00	9.50	0.00	14.00	0.00	14.00	0.00	
	Street Dept Assisted The Police Dept	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Street Dept Assisted The Water Dept	0.00	0.00	1.00	0.00	1.00	0.00	1.00	0.00	
	Water Dept Assisted The Electric Dept	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Water Dept Assisted The Sanitation Dept	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	2.00	0.00	2.00	0.00	2.00	0.00	
			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Total Hours Assisted	44.50	0.00	18.50	0.00	63.00	0.00	63.00	0.00	

WATER DEPARTMENT EQUIPMENT USE

		Apr-15		TOTAL ON EQUIPMENT	
EQUIPMENT USAGE	MILEAGE	HOURS	MILEAGE	HOURS	
# 3 1993 Ford F-700 Dump Truck		0	58068		
# 6 2006 Chev Silverado Pickup	1002		87604		
# 19 2011 Chev Silverado Pickup	890		45472		
# 40 Sewer Machine		5		328	
# 42 1984 Homelite Trash Pump		0		1219	
# 74 Sewer Camera Van		27		2288	
# 82 1992 UMC Sewer Van	34		89189		
# 83 Vac Trailer (Feb 2013 Water Dept reporting now; not Elec Dept)		2		181	
# 87 2013 Chevy 1/2 Ton	1843		34496		
WELL PERFORMANCE REPORT	75 H.P. WELL #3		125 H.P. WELL #4		
1. Static Level-Average		356 FT		362 FT	
2. Pumping Level		406 FT		377 FT	
3. Drawdown		50 FT		15 FT	
4. G.P.M.		433		730	
5. Total Hours Pumping		1.2		353.9	
WELL PERFORMANCE REPORT	125 H.P. WELL #6				
1. Static Level-Average		368 FT			
2. Pumping Level		383 FT			
3. Drawdown		15 FT			
4. G.P.M.		730			
5. Total Hours Pumping		0			
WATER	Apr-15		Mar-15		
1. Monthly Well Water Processed (Raw Water #3, #4 & #6)		14,558,000		18,320,390	
2. Total Well Water Process Apr 2014 - Mar 2015					
3. Monthly Recycled Water Processed		0		0	
4. Total Recycled Water Processed Apr 2014 - Mar 2015		0		0	
5. Total Water Processed for Month		14,558,000		18,320,390	
6. Average Daily Processed		485,267		590,980	
a. High Day Raw Water		597,000		730,000	
b. Low Day Raw Water		474,000		410,000	
7. Total Water Processed Apr 2014 - Mar 2015		14,558,000		195,771,190	
8. Finished Water to Towers for Month		12,085,000		13,638,000	
9. Finished Water to Towers Apr 2014 - Mar 2015		12,085,000		174,489,000	
NORTHEAST LAGOON PERFORMANCE	Apr-15		Mar-15		
1. Influent BOD (MG/L)					
2. Effluent BOD (MG/L)					
3. % BOD Removal					
4. Influent Suspended Solids (MG/L)					
5. Effluent Suspended Solids (MG/L)					
6. % Suspended Solids Removal					
7. Effluent Discharge to Creek		NO		NO	
8. Monthly Gallons Treated		0		0	
9. Yearly Gallons Treated Apr 2014 - Mar 2015		0		102,784,000	
10. Monthly Irrigation Water Pumped		0		0	
11. Yearly Irrigation Water Pumped Apr 2014 - Mar 2015		0		0	
NORTHWEST LAGOON PERFORMANCE	Apr-15		Mar-15		
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		7,966,000		0	
9. Yearly Gallons Treated Apr 2014 - Mar 2015		7,966,000		55,338,000	
10. Monthly Irrigation Water Pumped		0		0	
11. Yearly Irrigation Water Pumped Apr 2014 - Mar 2015		0		0	

STREET EQUIPMENT USE

	Apr-15		Apr 2014 - Mar 2015 Totals	
TRASH COLLECTED ON DAILY ROUTES (Pounds)	432,740		432,740	
	Apr-15		Apr 2014 - Mar 2015 Totals	
EQUIPMENT USE	MILEAGE	HOURS	MILEAGE	HOURS
#1 - 1989 John Deer 670B Motor Grader		5		2,993
#4 - 2002 Feightline Dump Truck	251		55,886	
#10 - 2008 1-Ton Chevrolet	4,262		36,680	
#13 - 2004 Freightliner Sanitation Truck	236		82,516	
#15 - 1990 Case Model 1550 Long Track Dozer		15		3,383
#18 - 2001 Dodge 2500 Pickup	151		72,797	
#20 - 1999 Case Loader 6T-590		19		7,615
#25 - 2010 Chevy Pickup Silverado	434		25,506	
#50 - 1997 Gilcrest Propaver		0		587
#76 - 2008 International Dump Truck	246		23,236	
#77 - 2013 International Dump Truck	217		11,254	
#81 - 2009 John Deere Tractor w/Mower		2		1,847
#85 - 1997 Ford Truck Street Sweeper		11		6,394
#89 - 2013 Freightline Trash Truck	1,030		26,274	
#90 - 2014 New Holland B95C Backhoe <i>Purchd Feb 2014</i>		26		243
#91 - 2015 Chevy 3/4 Ton Pickup <i>Purchd 05/21/2014</i>	286		2,515	
#123 - 2015 John deere 524 Wheel Loader <i>Purchd 04/20/2015</i>		0	3	

ELECTRIC EQUIPMENT USE

EQUIPMENT USE	Apr-15		APR 2014 - MAR 2015 TOTALS	
	MILEAGE	HOURS	MILEAGE	HOURS
#26 - 2003 International/Altec Digger Derrick		16.0		3,823.0
#27 - 2009 Ford F-550 w/Altec AT40M Aerial Lift Device		41.0		3,619.0
#29 - 2001 Ford Altec (+51 hr)		34.0		5,792.0
#32 - 2006 Chev Silverado Truck	1,055		58,090.0	
#34 - 2000 Chevrolet 1 Ton Truck (+200 mi)	34		70,055.0	
#38 - 2010 Chevy Pickup 3/4-Ton w/Tool Bed	695		33,615.0	
#75 - 2008 Kubota Mini Ex		10.0		1,549.0
#84 - 2011 Bobcat A770		35.0		802.0
#88 - 2012 Altec DC1317 Series Chipper		22.0		264.0

CITY OF CENTRALIA, MISSOURI
 TREASURER'S REPORT
 CASH - CHECKING ACCOUNTS
 FOR THE MONTH OF April, 2015

	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE	INVESTMENTS	TOTAL
GENERAL FUND	551,558.40	165,978.87	(135,310.50)	582,226.77	200,000.00	782,226.77
POOL	(28,592.45)	50,781.58	(17,419.42)	4,769.71		4,769.71
PARK	150,494.13	2,847.17	(13,258.19)	140,083.11	0.00	140,083.11
RECREATON CENTER	197,582.77	20,415.48	(38,308.82)	179,689.43	0.00	179,689.43
LIBRARY	0.00	12,821.68	(13,385.50)	(563.82)	0.00	(563.82)
LIBRARY DEBT SERVICE	0.00	649.66	(649.66)	0.00	27,388.72	27,388.72
CEMETERY	216,803.93	9,840.05	(3,363.01)	223,280.97	200,000.00	423,280.97
AVENUE OF FLAGS	7,483.59	661.38		8,144.97	0.00	8,144.97
TRAN. SALES TAX REVENUE	191,703.91	18,811.22		210,515.13	0.00	210,515.13
PARK SALES TAX	156,644.44	18,840.09	(49,900.00)	125,584.53	0.00	125,584.53
WATER-OPERATING	397,162.64	46,571.29	(35,342.32)	408,391.61	0.00	408,391.61
WATER-SECURITY DEPOSIT	16,463.00	500.00	(600.00)	16,363.00	0.00	16,363.00
SANITATION (LANDFILL)	187,968.07	35,933.49	(37,665.07)	186,236.49	0.00	186,236.49
SEWER	191,581.51	19,742.77	(12,773.93)	198,550.35	0.00	198,550.35
ELECTRIC-OPERATING	502,497.34	292,101.62	(343,713.47)	450,885.49	600,000.00	1,050,885.49
ELECT.-SECURITY DEPOSIT	37,609.28	1,597.25	(1,529.28)	37,677.25	0.00	37,677.25
CAPITAL PROJECTS	10,306.57	182.64		10,489.21	0.00	10,489.21
INTERNAL SERVICE:						
PERSONNEL	(162,562.73)	2,765.80	(11,334.13)	(171,131.06)		(171,131.06)
FINANCIAL	0.00	10,393.31	(10,896.88)	(503.57)		(503.57)
EQUIPMENT USE	393,415.92	33,819.42	(15,096.04)	412,139.30		412,139.30
TOTAL	3,018,120.32	745,254.77	(740,546.22)	3,022,828.87	1,027,388.72	4,050,217.59
A. B. Chance Memorial	4,482.97	103.79		4,586.76	240,986.10	245,572.86
PARK LEASE/PURCHASE	162,123.03			162,123.03	0.00	162,123.03
MAMU 08 Electric Substation						
COP Project Fund	0.00			0.00	0.00	0.00
COP Int. Reserve Acct.	37,663.47			37,663.47	0.00	37,663.47


 Kathy Colvin, Treasurer

CITY COLLECTOR'S REPORT

April, 2015

Real Estate Tax Collections	\$1,388.39
Personal Property Tax Collections	\$3,984.09
Dog Tax	\$12.00
Cat Tax	\$0.25
Merchant's License	\$478.00
Penalties	\$449.22
Collector's Interest	
Railroad/Utility Tax	
Financial Institution Tax	
Sur Tax	
Total	\$6,311.95

Deposited in the Following Funds

General Fund	\$3,005.00
Park Fund	\$1,125.98
Library Revenue Fund	\$1,885.72
Library Bond (Tsfr to Library Debt Service Acct)	\$295.25
Total	\$6,311.95

Submitted by: Heather Russell
Heather Russell, City Collector

ACCOUNTS PAYABLE OVER \$1250

May 18, 2015

AECOM (Underground Bore RR Permit)	\$	9,400.00
Ameren (Transmission Charges) April 2015	\$	17,292.92
Ameren (Transmission Charges) March 2015	\$	18,577.13
Armor Equipment (25 trash cans)	\$	1,750.00
Asplundh (Tree Trimming)	\$	5,570.94
Asplundh (Tree Trimming)	\$	3,955.95
Asplundh (Tree Trimming)	\$	4,716.60
BHMG Engineers (RR Permit)	\$	3,381.70
Boone Electric Cooperative	\$	1,999.96
Daynes Waste Disposal (Spring Clean-up Roll off Dumpsters)	\$	5,356.06
Deere Credit Inc (JD 524 K Wheel Loader Payment)	\$	55,000.00
H & R Enterprises (Cemetery Mowing)	\$	2,375.00
H D Power Solutions (Wire \$ 1395)	\$	2,012.50
Hydra-Stop ADS LLC (12" insert Valve N Howard Burton)	\$	6,248.00
Illinois Power Marketing (Wholesale Electric)	\$	93,728.52
LaCrosse Lumber	\$	1,510.32
MJMEUC (Prairie State Charges)	\$	84,410.68
Richman Graphics (Employee T- Shirts \$1560)	\$	1,885.20
TOTAL	\$	319,171.48

ADDED AFTER GGFC MEETING

City Of Columbia (Landfill Charges)	\$	8,871.17
MISO (Monthly & Transmission Charges)	\$	2,674.50
UMB Bank (MAMU 08 Elect Substation Lease Pmt)	\$	12,654.76
Wilkerson Brothers Quarry (Clean Rock)	\$	2,604.97
	\$	26,805.40

ADDED TODAY

Asplundh (Tree Trimming)	\$	4,332.46
	\$	4,332.46

GRAND TOTAL

\$ 350,309.34

**BOARD OF DIRECTORS MEETING
MAY 12, 2015**

The following board members were present Teri Evans, Neva Wilkerson, Regina Kroeger, Don Bormann, Mike Watson, Jeff Grimes, Amy Byergo. Ex officio members Matt Harline and Ginny Zoellers. City Department Heads Mark Mustain, Phil Hoffman, Mike Forsee.

The board heard a presentation from Centralia High School students Dakota Wilson, Elliott Hill and Chris Hudson who are members of Hester Russell's Votech Engineering class. They had developed a product to de-ice car windshields. They presented the steps they went through to develop the product.

The Financials and minutes were approved after corrections were requested to remove the additional health department fee and changing the salary-net to salary-gross.

The board discussed the Chamber dinner. Positive feedback had been received from the public. It was pointed out that we had discussed only giving one educator award next year but after hearing from the education award winners there is a question as to whether that is the right thing to do. It was also suggested that we use the round tables so that people do not feel so crowded at the tables.

Anchor Festival is under control at this point. The board discussed whether signage was necessary to prohibit dogs. The board decided to make 4 signs to try this year and see how it works. The signs which will be banners that can be attached to a barricade. They will be used at each corner of the square. The signs will say "Service Dogs Only Beyond This Point". Each department head shared with the board the responsibilities that they have for Anchor Festival. Everyone agreed that all know their roles and it runs very efficiently.

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 A CONTRACT WITH MECO ENGINEERING COMPANY, INC. OF HANNIBAL, MISSOURI FOR CONSULTING ENGINEERING FOR THE JEFFERSON STREET SIDEWALK PROJECT.”

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 a contract on behalf of the City of Centralia, Missouri, with MECO Engineering Company, Inc. of Hannibal, Missouri for consulting engineering work for the Jefferson Street Sidewalk Project under MODOT grant # TAP 9900 (599).

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 18th day of May, 2015.

Mayor

ATTEST:

City Clerk

This ordinance approved by the Mayor this 18th day of May, 2015.

Mayor

ATTEST:

City Clerk

SPONSOR: City of Centralia, Missouri
LOCATION: 800 Block of South Jefferson Street, Centralia, MO
PROJECT: MoDOT Project TAP-9900 (599) Transportation Alternatives Program Project
MECO Project #493-001 (Design) #493-002 (Construction Phase)

THIS CONTRACT is between City of Centralia, Missouri, hereinafter referred to as the "Local Agency", and MECO Engineering Company, Inc., 3120 Palmyra Road, Hannibal, Missouri, 63401, hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its Transportation Alternatives Program, coordinated through the Missouri Department of Transportation, the Local Agency intends to construct new sidewalk along South Jefferson and stretch of right-of-way immediately south of Centralia High School. Some drainage structures will have to be built on the east side of Jefferson Street and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES

The project will replace the following components: Construction of 5' sidewalk on Jefferson Street, starting at Cox Street and going South approximately 1000' LF, then turning 90 degrees and heading West to the corner of Eastmont Drive. There are three crosswalks on this stretch of sidewalk and one creek crossing. The creek crossing will require approximately 30' LF of 30" CMP to be installed. Construction of 5' sidewalk on the East side of Jefferson Street, starting at Cox Street at the existing sidewalk, and heading south approximately 975' LF. There will be one crosswalk at South Jefferson and Emerald Drive, ADA accessible curb ramps with domes where necessary. Approximately 800' LF of 18" HDPE will be installed on the East side of South Jefferson. Incidental drainage, driveway and roadway repair. Topsoil, seed, mulch, and silt/sedimentation control.

A. DESIGN PHASE – The Engineer will:

1. Determine the needs of the Local Agency related to the project;
2. Conduct topographic and utility surveys sufficient to develop plans for the project and property surveys sufficient to determine right-of-way or property limits adjacent to the project;
3. Arrange for subcontractor to perform subsurface investigations with the cost being passed through the Local Agency, if needed;
4. Prepare conceptual design and cost estimates, and develop preliminary plans based on the aforementioned conceptual work for review and consideration by the Local Agency;

5. Submit five (5) copies of the preliminary plans and associated Engineer's estimate for review by the Local Agency and the Missouri Department of Transportation (MoDOT);
6. After approval of preliminary plans, prepare detailed construction plans, cost estimate, specifications and contract documents as necessary for the purpose of soliciting bids for construction of the project. Provisions will be made in the contract documents for work that may be performed by Local Agency forces;
7. Secure adequate property title information, determine right-of-way requirements, prepare right-of-way plans for that part of the project that is within public right-of-way or property, and assist the Local Agency in coordinating the preparation of the right-of-way deeds needed for the project;
8. Ensure design is in compliance with historic preservation requirements through coordination with the Missouri Department of Natural Resources-SHPO, and, if deemed necessary, arrange to have the site examined by a qualified archaeologist on a subcontract basis with the cost being passed through to the Local Agency;
9. Ensure design is in compliance with all regulations in regards to ADA compliance, noise abatement and air quality, if necessary; and
10. Provide the Local Agency with five (5) sets of completed plans, specifications, and cost estimates for the purpose of obtaining construction authorization from MoDOT.

B. BIDDING PHASE - The Engineer will:

1. Upon receipt of construction authorization from MoDOT, make final corrections resulting from reviews by agencies involved, and provide an adequate number of plans, specifications, and bid documents to the Local Agency;
2. Provide the Local Agency with a list of qualified area bidders and assist Local Agency in advertising for bids. The Local Agency will pay for all newspaper advertising cost; and
3. Assist the Local Agency in evaluating bids and requesting concurrence of award from MoDOT.

C. CONSTRUCTION PHASE - The Engineer will serve as the Local Agency's representative for administering the terms of the construction contract between the Local Agency and their Contractor. Engineer will endeavor to protect the Local Agency against defects and deficiencies in workmanship and materials in work by the Contractor. However, the furnishing of such project representation will not make Engineer responsible for the construction methods and procedures used by the Contractor or for the

Contractor's failure to perform work in accordance with the contract documents. During this phase, the Engineer will:

1. Assist the Local Agency with a preconstruction conference to discuss project details with the Contractor;
2. Make periodic site visits to observe the Contractor's progress and quality of work, and to determine if the work conforms to the contract documents. It is contemplated that, the Contractor's forces will accomplish survey staking and layout. The Engineer will accompany Local Agency, MoDOT, and FHWA representatives on visits of the project site, as requested;
3. Check shop drawings and review schedules and drawings submitted by the Contractor;
4. Identify work potentially not conforming to the project documents to the Local Agency for their concurrence and decision to reject or accept the work;
5. Prepare change orders for issuance by the Local Agency as necessary and assure that proper approvals are made prior to work being performed;
6. Assist the Local Agency in reviewing wage rates, postings, equal employment opportunity and other related items called for in the contract documents;
7. Inspect materials, review material certifications furnished by Contractor. Provide services in sampling concrete and other materials as required. The Engineer shall arrange for laboratory testing of samples by others on a subcontract basis. Independent assurance samples and tests may be performed by MoDOT personnel, and such sampling and testing is excluding from the work to be performed by the Engineer under this contract;
8. Maintain progress diary and other project records, measure and document quantities, and prepare monthly estimates for payments due the Contractor;
9. Be present during critical construction operations; including but not limited to the following:
 - a. project layout;
 - b. excavation and backfilling;
 - c. pipe installation (if necessary);
 - d. checking of reinforcing steel prior to concrete placement;
 - e. concrete batching and pouring;
 - g. placement of surfacing materials; and
10. Participate in final inspection, provide the Local Agency with project documentation (diaries, test results, certifications, etc.), and provide record drawings for the Local Agency's records.

11. Perform onsite sampling of concrete and test specimen preparation by a MoDOT certified technician and transport to a qualified materials testing laboratory.

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

- A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Agreement dollar value.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 0 % of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL \$ VALUE OF THE DBE SUBCONTRACT	CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL	PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL
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N/A

ARTICLE III-ADDITIONAL SERVICES

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;

- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

ARTICLE V - PERIOD OF SERVICE

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

- A. PS&E Approval by MODOT shall be completed on February 15, 2016 .
- B. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

ARTICLE VI – STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT’s Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

ARTICLE VII - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$1,904.51, with a ceiling established for said design services in the amount of \$15,000.00, which amount shall not be exceeded.
- B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$1,603.06, with a ceiling established for said inspection services in the amount of \$13,230.00, which amount shall not be exceeded.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
 - 1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
 - 2. An amount estimated at 30.93% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
 - 3. An amount estimated at 118.91% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
 - 4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
 - 5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are approximate and will be used for interim billing purposes. Final payment will be based on the actual rates experienced during the period of performance, as indicated by the Engineer's accounting records, and as determined by final audit of the Engineer's records by MoDOT.

- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.
- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

Sub-Consultant Name	Address	Services
Terracon	3601 Mojave Court Suite A Columbia, MO 65202	Concrete Mold Tests

ARTICLE X - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

ARTICLE XI - RETENTION OF RECORDS

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

ARTICLE XII - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.
- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs

as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.
 - 1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
 - 2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
 - 3. Any material contract breach by the Local Agency.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

ARTICLE XV - SUCCESSORS AND ASSIGNS

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XVI - COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including Title VII of the Civil Rights Act of 1964 and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

ARTICLE XVIII - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with Title VII of the Civil Rights Act of 1964, as amended. More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

ARTICLE XIX – LOBBY CERTIFICATION

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

ARTICLE XX – INSURANCE

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and

Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
 - 1. Commercial General Liability: \$500,000 per person up to \$1,000,000 per occurrence;
 - 2. Automobile Liability: \$500,000 per person up to \$1,000,000 per occurrence;
 - 3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
 - 4. Professional ("Errors and Omissions") Liability: \$500,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

ARTICLE XXI - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – See Article I - Scope of Services

Attachment B - Estimate of Cost

Attachment C - Breakdown of Overhead Rates

Attachment D - Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions.

ATTACHMENT A

Scope of Services

SEE ARTICLE I

ATTACHMENT B

ESTIMATE OF COST-DESIGN PHASE SERVICES

Design Engineering
 Transportation Alternative Program (TAP) Sidewalk Improvements Project
 MECO Project No. 493-001 MoDOT Project No. TAP-9900 (599)

DESIGN PHASE - ANTICIPATED WORK EFFORT:

<u>SURVEYING</u>	<u>HOURS</u>	<u>SALARY</u>	<u>AMOUNT</u>	<u>TOTAL AMOUNT</u>
2-Man Survey Party	<u>16.00</u>	\$ <u>48.41</u>	\$ <u>774.59</u>	
Land Surveyor II	<u>18.00</u>	\$ <u>29.12</u>	\$ <u>524.16</u>	
				\$ <u>1,298.75</u>

PRELIMINARY DESIGN

Principal Engineer	<u>8.00</u>	\$ <u>54.89</u>	\$ <u>439.13</u>	
Staff Engineer	<u>12.00</u>	\$ <u>23.50</u>	\$ <u>282.05</u>	
Senior Designer	<u>40.00</u>	\$ <u>27.56</u>	\$ <u>1,102.40</u>	
				\$ <u>1,823.58</u>

FINAL DESIGN

Principal Engineer	<u>8.00</u>	\$ <u>54.89</u>	\$ <u>439.13</u>	
Staff Engineer	<u>10.00</u>	\$ <u>23.50</u>	\$ <u>235.04</u>	
Senior Designer	<u>40.00</u>	\$ <u>27.56</u>	\$ <u>1,102.40</u>	
Land Surveyor II	<u>2.00</u>	\$ <u>29.12</u>	\$ <u>58.24</u>	
Clerical	<u>8.00</u>	\$ <u>15.60</u>	\$ <u>124.80</u>	
				\$ <u>1,959.61</u>

SUBTOTAL

\$ 5,081.94

Payroll Overhead

@ 30.93%

\$ 1,571.84

General and Administrative Overhead

@ 118.91%

\$ 6,042.93

TOTAL

\$ 12,696.72

Fixed Fee

@ 15.00%

\$ 1,904.51

OTHER DIRECT COSTS:

Mileage	<u>424</u> (4 trips) miles	@ <u>\$0.575</u>	\$ <u>243.80</u>	
Printing, Postage, Legal Descriptions, Maps			\$ <u>154.98</u>	

\$ 398.78

ENGINEERING DESIGN PHASE



\$ 15,000.00

ATTACHMENT B

ESTIMATE OF COST-CONSTRUCTION PHASE SERVICES

Construction Engineering
 Transportation Alternative Program (TAP) Sidewalk Improvements Project
 MECO Project No. 493-001 MoDOT Project No. TAP-9900 (599)

CONSTRUCTION PHASE-ANTICIPATED WORK EFFORT TO BE COMPLETED DURING THE YEAR

<u>INSPECTION</u>	<u>ESTIMATED HOURS</u>	<u>ESTIMATED SALARY</u>	<u>AMOUNT</u>	<u>TOTAL AMOUNT</u>
Staff Engineer	<u>142.00</u>	\$ <u>23.50</u>	\$ <u>3,337.57</u>	\$ <u>3,337.57</u>
 <u>ADMINISTRATIVE</u>				
Principal Engineer	<u>8.00</u>	\$ <u>54.89</u>	\$ <u>439.13</u>	
Staff Engineer	<u>16.00</u>	\$ <u>23.50</u>	\$ <u>376.06</u>	
Clerical	<u>8.00</u>	\$ <u>15.60</u>	\$ <u>124.80</u>	
				\$ <u>939.99</u>
SUBTOTAL				\$ <u>4,277.56</u>
Payroll Overhead		@ <u>30.93%</u>		\$ <u>1,323.05</u>
General and Administrative Overhead		@ <u>118.91%</u>		\$ <u>5,086.45</u>
TOTAL				\$ <u>10,687.06</u>
Fixed Fee		@ <u>15.00%</u>		\$ <u>1,603.06</u>
<u>OTHER DIRECT COSTS:</u>				
Mileage <u>510</u> (<u> </u> trips) miles		@ <u>\$0.575</u>	\$ <u>293.25</u>	
Subconsultant (Concrete Mold Testing)			<u>500.00</u>	
Printing, Postage, Legal Descriptions, Maps			\$ <u>146.63</u>	
				\$ <u>939.88</u>
CONSTRUCTION PHASE	—————→			\$ 13,230.00

2015 Schedule of Services and Fees

PERSONNEL

Clerical	\$	45.00 /hour
Services of Technician	\$	47.00 /hour
Services of MoDOT Certified Technician	\$	55.00 /hour
Services of AWS Certified Welding Inspector.....	\$	80.00 /hour
Field Engineer.....	\$	50.00 /hour
Staff Engineer.....	\$	90.00 /hour
Senior Staff Engineer.....	\$	100.00 /hour
Project Engineer I.....	\$	110.00 /hour
Project Engineer II.....	\$	120.00 /hour
Senior Project Engineer.....	\$	130.00 /hour
Principal.....	\$	140.00 /hour
Senior Principal.....	\$	150.00 /hour

Increase hourly rate by 1.5 for Saturday, Sunday and Holiday work; minimum 2 hours; hourly charges billed in 0.5 increments

EXPENSES, EQUIPMENT, AND SUPPLIES

Mileage (if outside Columbia City Limits).....	\$	0.87 /mile
Trtp Charge (In lieu of mileage).....		by quote
Supplies.....		Cost +15%
Per Diem.....	\$	120.00 /man/day
Concrete or Asphalt coring - technician.....	\$	60.00 /hour
Core drilling machine and generator.....	\$	75.00 /day
Profometer.....	\$	105.00 /day
Relative Humidity Meter.....	\$	75.00 /day

CONCRETE AND MASONRY

Compressive Strength of Cylinder (ASTM C 39).....	\$	14.50 each
Special capping for irregular surface (contractor made).....	\$	10.00 each
Compressive Strength of 3x6 inch Grout Prism (NC MA - TEK 234).....	\$	24.50 each
Compressive Strength of 2 Inch Mortar Cube or 3 Inch diameter cylinder.....	\$	24.50 each
Flexural Strength of Concrete Beam.....	\$	60.00 each
Splitting Tensile Test (6" Cylinders).....	\$	50.00 each
Concrete core density, measurement and strength.....	\$	55.00 /core
Compressive Strength and Dimensions of Masonry (ASTM C 140) (minimum of 3).....	\$	75.00 /block
Net Area, Absorption, Specific Gravity and Moisture (ASTM C 140).....	\$	75.00 /block
Compressive Strength of Masonry Block Prism (Hollow).....	\$	150.00 each
Compressive Strength of Masonry Block Prism (filled with grout).....		On Request
Concrete or Mortar Mix Verification.....	\$	275.00 each
Trial Batch.....	\$	500.00 each
Shrinkage Test.....		by quote

AGGREGATES

Sieve Analysis (ASTM C 136).....	\$	85.00 each
Analysis of Material finer than #200 Sieve (ASTM C 117).....	\$	50.00 each
Organic Impurities - Colorimetric (ASTM C 40).....	\$	50.00 each
Lightweight Particles or Chert Analysis (ASTM C 123) :		
Fine.....	\$	90.00 each
Coarse.....	\$	150.00 each
Chert.....	\$	150.00 each
Clay Lumps (ASTM C 142).....	\$	55.00 each
Soundness (ASTM C 88) (5 cycles).....	\$	350.00 each
Abrasion (ASTM C 131).....	\$	200.00 each
Specific Gravity (ASTM C 127 or 128).....	\$	50.00 each
Absorption Analysis (ASTM C 127 or 128).....	\$	50.00 each
Unit Weight (ASTM C 29).....	\$	70.00 each
Scratch Hardness Test.....	\$	50.00 each

ROOFING

Services of Senior Roofing Technician.....	\$	75.00 /hour
Services of Roofing Technician.....	\$	65.00 /hour

Terracon

2015 Schedule of Services and Fees

METALS

Anchor Bolt Load Testing Equipment.....	\$	100.00	/day
Skidmore Wilhelm Bolt Testing Equipment.....	\$	100.00	/day
Ultrasonic Examination of Welds - Equipment and Consumables.....	\$	100.00	/day
Magnetic Particle or Dye Penetrant Examination - Equipment and Consumables.....		Cost	+15%
AWS or ASME Welder Qualifications (Guided Bend Tests or Radiography)			
Pipe.....	\$	150.00	each
Plate.....	\$	115.00	each
Weld Procedure Qualification			
AWS.....	\$	375.00	each*
ASME.....	\$	400.00	each*
Tensile, Yield and Elongation Test.....	\$	135.00	each*

* Excluding machining, sample preparation and base metal costs, if required.

ASPHALT

Extraction (ASTM D 2172) (Includes gradation).....	\$	150.00	each
Extraction only.....	\$	100.00	each
Asphalt Content by Ignition (ASTM D 6307) (Includes gradation).....	\$	140.00	each
Marshall Density Specimens (ASTM 2726) (already mixed).....	\$	100.00	/set
Marshall Stability Flow and Density Specimens (ASTM D 6927) (already mixed).....	\$	120.00	/set
Core Density (field cut).....	\$	30.00	each
Asphalt Design Mix Review (Marshall Method).....	\$	340.00	/design
Three Point Marshall Curve (Including laboratory mixed asphalt with 9 stability, flow and density tests).....	\$	875.00	/set
Additional Point.....	\$	200.00	each
Hveem Stability and Density (ASTM D 1560) (already mixed) (Set of 3 samples).....	\$	150.00	/set
Super Pave Molded Density Specimens (Set of 3 samples).....	\$	320.00	/set
Bitumen Softening Point.....	\$	60.00	each
Theoretical Maximum Specific Gravity (ASTM D 2041).....	\$	125.00	/test

SOIL LABORATORY TESTING

Atterberg Limits Determination (LL, PL).....	\$	60.00	/test
Combined Analysis (Hydrometer and Sieve).....	\$	110.00	/test
Density Determination (Shelby tube sample).....	\$	14.00	/test
Hydrometer Analysis.....	\$	75.00	/test
Organic Content (by heating).....	\$	55.00	/test
Sieve Analysis (Unwashed).....	\$	70.00	/test
Sieve Analysis (Washed over #200 sieve).....	\$	80.00	/test
Specific Gravity Determination.....	\$	75.00	/test
Visual Engineering (USCS) Classification.....	\$	7.00	/test
Moisture Content Determination.....	\$	10.00	/test
Soil Suction (ASTM D-5298).....	\$	65.00	/test
Sand Equivalent.....	\$	150.00	/test
NX and NQ Core Compressive Strength.....	\$	55.00	/test
Swell Test single pressure.....	\$	125.00	/test
Absorption/Pressure Swell Test (ASTM STP 479).....	\$	300.00	/test
Unconfined Compression.....	\$	30.00	/test
Laboratory CBR.....	\$	300.00	/test
Modified Proctor (ASTM D 1557).....	\$	175.00	/test*
Relative Density (ASTM D 4253 & D 4254 wet or dry method).....	\$	275.00	/test
Standard Proctor (ASTM D 698).....	\$	150.00	/test*
Standard Proctor with Fly Ash (2 hour Delay).....	\$	200.00	/test
Additional charge for Coarse Aggregate Correction.....	\$	20.00	each
Constant Head Permeability Test.....	\$	340.00	/test
Falling Head Permeability Test.....	\$	270.00	/test

* Two (2) hour minimum charge for field services. Increase hourly rate by 1.5 for Saturdays, Sundays, Holidays, and overtime.

Hourly charges billed in 0.5 increments. Overtime is more than 40 hours in a week or work before 7 AM and/or after 5 PM on weekdays.

Terracon

Attachment C

LUCK, HUMPHREYS AND ASSOCIATES, C.P.A., P.C.

GARY C. LUCK, C.P.A.

CERTIFIED PUBLIC ACCOUNTANTS
3334 WEST ELY ROAD
P.O. BOX 1066
HANNIBAL, MISSOURI 63401-1066

512 HWY 24 & 36 EAST
MONROE CITY, MISSOURI 63456

JAMES R. HUMPHREYS, C.P.A.

(573) 735-4222

(573) 221-4650 FAX (573) 221-4687
E-mail: luckhumphreys@sbcglobal.net

(INDEPENDENT) ACCOUNTANT'S COMPILATION REPORT

To the Board of Directors
Meco Engineering Co., Inc.
Hannibal, Missouri

We have compiled the overhead rate calculation of Meco Engineering Co., Inc. for the fiscal year ended December 31, 2014. We have not audited or reviewed the accompanying overhead rate calculation and, accordingly, do not express an opinion or provide any assurance on it.

Management is responsible for the preparation and fair presentation of the overhead rate calculation in accordance with requirements of the guidelines established in Federal Acquisition Regulation Subpart 31.2 - Contracts with Commercial Organization and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the overhead rate calculation.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of the overhead rate calculation without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the overhead rate calculation.

The overhead rate calculation is presented in accordance with the requirements of the guidelines established in Federal Acquisition Regulation Subpart 31.2 - Contracts with Commercial Organization, which differ from generally accepted accounting principles. Accordingly, the overhead rate calculation is not designed for those who are not informed about such differences.

Respectfully submitted,

Luck, Humphreys and Associates

LUCK, HUMPHREYS AND ASSOCIATES, C.P.A., P.C.
Certified Public Accountants
Hannibal, Missouri

January 23, 2015

MECO ENGINEERING CO., INC.
STATEMENT OF DIRECT LABOR FRINGE BENEFITS
AND GENERAL OVERHEAD
YEAR ENDED DECEMBER 31, 2014

	<u>Total Per</u> <u>Records</u>	<u>Adjustments</u>	<u>Reference</u> <u>Notes</u>	<u>Total After</u> <u>Adjustments</u>
<u>Productive Salaries</u>	<u>\$ 970,836</u>			<u>\$ 970,836</u>
<u>Payroll Additives:</u>				
Payroll taxes	\$ 140,100			\$ 140,100
Insurance - health, life and disability	110,733			110,733
Retirement	<u>49,420</u>			<u>49,420</u>
<u>Total</u>	<u>\$ 300,253</u>			<u>\$ 300,253</u>
<u>Rate</u>				<u>30.93%</u>
<u>General and Administrative:</u>				
Indirect labor	\$ 854,367	\$ (1,007)	A	\$ 853,360
Vehicle expense	66,192			66,192
Canteen, net	629			629
Engineering supplies	30,285			30,285
Dues and subscriptions	7,811	---	B	7,811
Utilities	17,580			17,580
Amortization	12,840	(12,840)	C	---
Repairs and maintenance	1,839			1,839
Insurance - auto, building, etc.	51,098			51,098
Office supplies	13,579			13,579
Outside services	17,378			17,378
Postage and UPS	7,621			7,621
Rent	130,944	(126,300)	D	4,644
Depreciation on buildings	---	23,152	D	23,152
Facilities cost of capital	---	24,006	D	24,006
Taxes and licenses	29,089			29,089
Telephone	25,226			25,226
Supplies	3,521			3,521
Lease equipment	4,890			4,890
Depreciation	56,792			56,792
Legal and accounting	9,080	(1,920)	E	7,160
Maintenance agreements	10,180			10,180
Seminars and meetings	11,722			11,722
Miscellaneous	11,779	(9,830)	F	1,949
Direct expenses included above	<u>---</u>	<u>(115,244)</u>	G	<u>(115,244)</u>
<u>Total</u>	<u>\$1,374,442</u>			<u>\$1,154,459</u>
<u>Rate</u>				<u>118.91%</u>
<u>Grand Total</u>	<u>\$1,674,695</u>			<u>\$1,454,712</u>
<u>Combined Overhead Rate</u>				<u>149.84%</u>

See accountant's compilation report.

MECO ENGINEERING CO., INC.
REFERENCE NOTES TO STATEMENT OF
DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD
YEAR ENDED DECEMBER 31, 2014

<u>Reference Note</u>	<u>Description</u>	<u>Criteria</u>
A	Personal use of company vehicle	48 CFR 31.206-6(m)(2)
B	Memberships in civic and community organizations	48 CFR 31.205-1(p)(7)
C	Amortization of non-compete agreement	48 CFR 31.201-4
D	Rental charges between related parties cannot exceed the normal cost of ownership	48 CFR 31.205-36(b)(3)
E	Cost of federal income tax preparation	48 CFR 31.205-41(b)(1)
F	Entertainment costs, Christmas party expenses, employee meals/gifts, donations and contributions, flower purchases, memberships in civic and community organizations	48 CFR 31.205-1
G	Direct cost not allowable	48 CFR 31.202(a)

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded

from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.

<https://www.epls.gov/epl/s/search.do?page=A&status=current&agency=69#A>.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Attachment F
Disadvantage Business Enterprise Contract Provisions

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.
2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.
3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.
4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:
 - A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.
 - B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.
 - C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.
 - D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.
6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:
 - A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.
 - B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.
 - C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.
 - D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.
 - E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).
 - F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.
 - G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

- H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.
 - I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.
8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that the following good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

Attachment G – Fig. 136.4.15
Conflict of Interest Disclosure Form for LPA/Consultants
Local Federal-aid Transportation Projects

Firm Name (Consultant): MECO ENGINEERING COMPANY, INC.

Project Owner (LPA): CITY OF CENTRALIA, MISSOURI

Project Name: TAP Transportation Alternatives Sidewalk Project

Project Number: MoDOT Project TAP-9900 (599)

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

No real or potential conflicts of interest
If no conflicts have been identified, complete and sign this form and submit to LPA

Real conflicts of interest or the potential for conflicts of interest
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

LPA: CITY OF CENTRALIA, MISSOURI

Consultant: MECO ENGINEERING CO., INC.

Printed Name: Tim Grenke
Mayor

Printed Name: Scott E. Vogler, P.E.,
Vice President

Signature: _____

Signature: _____

Date: _____

Date: May 13, 2015

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 A CONTRACT WITH CHRISTENSEN CONSTRUCTION, COMPANY OF KINGDOM CITY, MISSOURI RELATING TO INSTALLATION OF ASPHALT OVERLAYS ON SEVERAL STREETS.”

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 a contract on behalf of the City of Centralia, Missouri, with Christensen Construction Company of Kingdom City, Missouri, relating to installation of asphalt overlays on several city streets at a cost of Seventy four dollars and seventy eight cents (\$74.78) per ton of asphalt.

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 18th day of May, 2015.

Mayor

ATTEST:

City Clerk

This ordinance approved by the Mayor this 18th day of May, 2015.

Mayor

ATTEST:

City Clerk

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of May, 2015, by and between THE CITY OF CENTRALIA, MO, a Missouri, Municipal Corporation, hereinafter referred to as "CITY", to be addressed at 114 S. Rollins St., Centralia, MO 65240, and Christensen Construction Company, to be addressed at PO Box 159, Kingdom City, Missouri, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, CITY desires to have certain roads improved by asphalt overlay; and

WHEREAS, CONTRACTOR supplied the lowest and best bid in a competitive bid process approved by the City of Centralia, Missouri

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

The CONTRACTOR AGREES TO:

1. Supply all labor, equipment, materials, and tools necessary to perform the work as outlined under SCOPE OF WORK.
2. All prices shall be for work in place in Centralia, Missouri.
3. Quantities are estimates only and are subject final measurement upon completion of the work.
4. The SCOPE OF WORK is subject to change pending evaluation of the Proposals and monies available to complete the work. This agreement incorporates the Proposal Documents, as amended by any such changes.
5. Payment shall be made after:
 - A. All work has been completed;
 - B. Acceptable weight tickets and invoices have been received; and
 - C. Contractor has provided any necessary documentation to show compliance with the Missouri Prevailing Wage Law, where applicable.
 - D. The pay request has been approved by the Board of Aldermen of CITY during one of its regularly scheduled Board meetings.
6. All work shall be completed on or before Friday, October 10, 2015.
7. When requested, the CONTRACTOR shall make every effort to keep one lane of traffic open at all times.
8. The CITY will furnish a Missouri Project Exemption Certificate to the CONTRACTOR. Otherwise, all taxes which might lawfully be assessed against the City shall be included in the Proposal and paid by the Contractor from monies received from the satisfaction of this contract.
9. The CONTRACTOR will agree to hold harmless, indemnify and defend the City of Centralia from any actions taken as part of this project that are not the direct result of negligence on the part of the City of Centralia.

10. The CONTRACTOR shall obtain and maintain throughout the project insurance. The Contractor will also agree to name the City of Centralia as an additional insured per occurrence and provide certificates of insurance that specifically state this and the standard construction endorsement demonstrating the following Workers Compensation, General Liability, and Vehicle Liability prior to beginning work to the following amounts:
 - Liability and motor vehicle insurance at or above \$1,000,000 per occurrence and \$2,000,000 aggregate;
 - Workers' Compensation insurance at statutory levels.
11. The CONTRACTOR shall be responsible for obtaining all applicable licenses and permits prior to beginning work.
12. A **Payment Bond** for payment of any and all materials incorporated, consumed, or used in connection with the construction of the project as required by RSMo Sec. 107.170 for the full amount of the Proposal shall be submitted to the CITY before works begins. No Bid or Performance bond is to be required
13. Prevailing wages, when required by Missouri law and as published by the Missouri Division of Labor Standards, shall be paid by the Contractor to all employees during the performance of the work.
14. (A) The Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations that is at least as stringent as an approved OSHA program as required by Section 292.675 RSMo.
(B) If any on-site employee had not previously completed a construction safety program, Contractor shall require those on-site employees to complete a construction safety program within sixty (60) days after the date work on the project commences.
(C) Contractor shall acknowledge and agree that any of Contractor's employees found on the project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation with twenty (20) days, or will be subject to removal from the project.
(D) CONTRACTOR shall require all of its subcontractors to comply with the requirements of this Agreement and Section 292.675 RSMo.
(E) Pursuant to Section 292.675 RSMo, CONTRACTOR shall forfeit to City as a penalty two thousand five hundred dollar (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by CONTRACTOR or its subcontractor, for each calendar day, or portion thereof such on-site employee is employee without the construction safety training required in subsection (a) above.
(F) The penalty described in subsection (E) above shall not begin to accrue until the time periods described in subsections (B) and (C) above

- (G) Violations of subsection (A) above and impositions of the penalty described in this Agreement shall be investigated and determined by the Missouri Department of Labor and Industrial Relations. In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675 RSMo has occurred and that a penalty as described in subsection (E) above, shall be assessed, the City shall withhold all sums and amounts due and owing when making payments to Contractor under the contract for this Proposal.
15. The CONTRACTOR shall furnish to the CITY a completed Affidavit in the form attached to this Agreement, attesting to (1) the Contractor's participation in a Federal Work Authorization Program, such as E-Verify.
16. The Contractor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C paragraphs 2000d and 2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. paragraph 12101, et seq.)

SCOPE OF WORK

SECTION A. Asphalt Overlays

Required Work for each street:

1. Sweeping of surface.
2. Provide place and compact wedge asphalt course as needed.
3. Provide, place and finish 1", 1-1/2" or 2" (as noted) of compacted Type C Asphaltic Concrete Pavement over entire street.
4. Tack Coat is an incidental item.
5. Mill butt joints at start and ends of overlays and at intersections with previously paved streets.
6. Provide CITY with at least 24 hours' notice prior to starting work on any street.
7. Where identified by CITY and where possible, CONTRACTOR shall lay asphalt adjacent to connecting sidewalks in a manner that minimizes changes in slope and does not create additional barriers to handicapped accessibility.

Provided by City:

1. Notify residents and businesses to allow removal of vehicles prior to starting work.
2. Pavement of any transitions to driveway or side streets, when such transition extends more than two feet from the nominal edge of the overlay.
3. Adjustment of height of sewer manholes and valve boxes prior to CONTRACTOR's commencement of work and adjustment of height of valve boxes at the time of overlay work.

Quality Assurance:

Per Section 403, Missouri Highway and Transportation Commission specifications.

Use of Recycled or Recovered Material:

Per Section 401, Missouri Highway and Transportation Commission specifications

BASIC WORK:

Item 1. **Columbia Street:** From the north side of the intersection with Switzler north to the south

side of the right-of-way of Missouri State Highway 22. Approximately 1,260 feet long by average of 20 feet wide, by 1.5 inches thick. Estimated 288 tons.

Item 2. **North Jefferson Street:** From the north side of the right-of-way of Missouri State Highway 22 north to north side of the intersection with Wigham Street. Approximately 920 feet long by 21 feet wide by 1.5 inches thick. Estimated 258 tons.

Item 3. **Southgate Street:** From the east side of Allen Street east to Jefferson Street. Approximately 1,034 feet long by average of 20 feet wide, by 1.5 inches thick. Estimated 237 tons.

Item 4. **Orchard Street:** From Ivy Street (Southern terminus) north to south side of the intersection with Lakeview Street. Approximately 906 feet long by average of 19 feet wide, wedged and overlay by 2 inches thick. Estimated 370 tons.

Item 5. **North Jefferson Street:** From the north side of the Kansas City Southern Railroad right-of-way north to the north side of the intersection with Southgate Street. Approximately 800 feet long by 25 feet wide by 1.5 inches thick. Estimated 230 tons.

Item 6. **Wigham Street:** From west side of the intersection with North Allen Street, east to the west side of the intersection with North Jefferson Street. Approximately 890 feet long by average of 20 feet wide, by 1 ½ inches thick. Estimated 204 tons.

Item 7. **Fairview Street:** From the east side of the intersection with South Howard Burton Street to the west side of the intersection with Orchard Street. Approximately 575 feet long by average of 20 feet wide, by 1 ½ inches thick. Estimated 175 tons.

Item 8. **Pioneer Street:** from the north side of the intersection with Singleton Street to the northern terminus in the cul-de-sac bulb. Approximately 290 feet long by 23 feet wide by 1.5 inches thick. Estimated 102 tons.

Item 9. **Fullenwider Street:** From the north side of the intersection with Switzler Street, to the south side of the intersection with West Southgate Street. Approximately 400 feet long by average of 23 feet wide, by 1 ½ inches thick. Estimated 92 tons.

Item 10. **North Street:** From the east side of the intersection with Poage Street to the point where the overlay stopped last year (2014). Approximately 635 feet long by average of 17 feet wide, by 1 inch thick. Estimated 82 tons.

Item 11. **Additional work as time and budget permits, and as mutually agreed to.**

TOTAL ESTIMATED WORK FOR BASIC WORK: 1,896 tons

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their authorized representatives as of the date first above written.

CITY OF CENTRALIA, MO

By: _____

Tim Grenke, Mayor of Centralia, Missouri

Date: _____

CONTRACTOR

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT
AFFIDAVIT OF WORK AUTHORIZATION

Comes now (name) as (office held) first being duly sworn, on my oath, affirm (company name) is enrolled and will continue to participate in a federal work authorization program in respect to employees that will work in connection with the contracted services related to (bid number) for the duration of the contract, if awarded in accordance with RSMo Chapter 285.530 (2). I also affirm that (company name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to (bid number) for the duration of the contract, if awarded.

In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo).

Signature (person with authority)

Printed Name

Title

Date

Subscribed and sworn to before me this (day) of (month, year). I am commissioned as a notary public within the County of (name of county), State of (name of State), and my commission expires on (date).

Signature of notary

Date

BILL NO. _____

ORDINANCE NO. _____

A BILL TO CREATE AN ORDINANCE ENTITLED:

“AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF CENTRALIA, MISSOURI, AUTHORIZING THE MAYOR AND CITY CLERK OF CENTRALIA, MISSOURI TO SIGN AN MPUA MUTUAL AID PROGRAM AGREEMENT WITH THE MISSOURI PUBLIC UTILITY ALLIANCE (MPUA).”

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

SECTION 1. The Board of Aldermen of the City of Centralia, Missouri hereby authorizes the Mayor and City Clerk of the City of Centralia, Missouri to sign an MPUA Mutual Aid Program Agreement by and between the City of Centralia, Missouri and the Missouri Public Utility Alliance (MPUA), a copy of which is attached hereto.

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

PASSED this 18th day of May, 2015.

Mayor, Tim Grenke

ATTEST:

City Clerk, Heather Russell

This ordinance approved by the Mayor this 18th day of May, 2015.

Mayor, Tim Grenke

ATTEST:

City Clerk, Heather Russell

MPUA Mutual Aid Program Agreement

Name of Utility: _____

Address: _____

City, State & Zip Code: _____

Utility Contact: _____

Power Plant Operator: _____

Telephone #: _____

24-Hour #: _____

Cellular Phone #: _____

Facsimile #: _____

Other Phone #: _____

For emergency assistance from our utility, contact the following employees in the order listed:

1.	Employee Name	Home Phone	Office Phone	Cellular Phone
2.	Employee Name	Home Phone	Office Phone	Cellular Phone
3.	Employee Name	Home Phone	Office Phone	Cellular Phone
4.	Employee Name	Home Phone	Office Phone	Cellular Phone

The City is responsible for maintaining accurate information. MPUA should be promptly notified of **any** changes to the information contained in this Agreement.

MPUA Mutual Aid Program Agreement

Are there special provisions affecting overtime hours worked by your employees? Yes _____ No _____

Please describe those terms: _____

This Agreement shall become effective upon its execution and shall remain in full force until or unless a thirty (30) day written notice of withdrawal is given. This Agreement may be terminated at any time by either the City or MPUA by providing thirty (30) days written notice.

The City understands that materials, equipment and labor provided by our utility in assisting another municipal utility will be billed in accordance with the charges specified in the MPUA Mutual Aid Program Manual, and we agree to pay such charges for any assistance to our City by other municipal utilities.

The City agrees and states that we read the MPUA Mutual Aid Program Manual and agree to all terms and conditions contained therein.

The executor of this document states they have the necessary City authority to bind the City named herewith, and that all proper City approval/s to enter into this agreement have been granted and/or approved.

City of _____, Missouri

Signed by: _____ Attest: _____

Title: _____ Title: _____

Date: _____ Date: _____

Mutual Aid Program



MPUA

Missouri Public Utility Alliance

1808 I-70 Drive SW
Columbia, MO 65203
573-445-3279 ~ 573-445-0680 (fax)
Web: www.mpua.org

Table of Contents

	Page
Utility Mutual Aid Program.....	2
When You Plan.....	3
Before You Call	5
When You Respond With Help	6
When The Emergency Is Over.....	7
Mutual Aid Charges/Reimbursable Expenses	8
Arbitration	9
Insurance Coverage.....	9
Participating City Assistance	10
MPUA Assistance.....	10

Missouri Public Utility Alliance Utility Mutual Aid Program

The Missouri Public Utility Alliance (MPUA) and its representative organizations (Missouri Association of Municipal Utilities (MAMU), Missouri Joint Municipal Electric Utility Commission (MJMEUC), and the Municipal Gas Commission of Missouri (MGCM) and their respective individual members (referred to collectively as “MPUA”)) determined a need exists for Arkansas and Missouri cities to offer assistance to each other in the event of an emergency that affects the operation of their respective utilities. This program is only open to Missouri municipal utility members of MAMU, MGCM, MJMEUC, Arkansas municipal utility advisory members of MJMEUC, and Arkansas associate members of MAMU.

You Are Part of a Team

As a member of MPUA, you are part of a team. Along with your neighboring municipal utilities, you may either request or provide emergency assistance when a natural disaster or emergency threatens service to the customers. It is this spirit of cooperation, neighbor helping neighbor that has given strength and reliability to our Arkansas and Missouri municipal utilities systems for many years.

The following information will serve as standard procedure whenever emergency assistance is needed. Please read it carefully so you will be able to place a call for help or respond to one in the event of an emergency. Should your utility require emergency assistance and if you need help making calls for aid, the MPUA Mutual Aid Coordinator will provide communication support. Depending on the extent of the emergency or your city location within the mutual aid region, utilities from outside your region may also be called upon to assist you.

The Time to Prepare is Now

Your own degree of preparedness will have a direct effect on the success of your recovery effort in the event of an emergency. The time for planning is before the emergency occurs. Take the time to read the suggested steps in this manual and implement the advanced planning necessary to secure your utility against a natural disaster, accident or other emergency. Some important preparedness steps you should take are:

1. Designate a Utility Emergency Response Facilitator.
2. Familiarize yourself with all elements of the Utility Mutual Aid Program.
3. Train employees in their emergency roles during an emergency and rehearsal mock disasters.
4. Maintain an inventory of essential equipment. Keep an open purchase order with various vendors for use in emergency situations to avoid delays caused by the need for purchase authorization.

5. Assess your utility's vulnerable areas and make regular improvements to minimize these weaknesses.
6. Organize off-site backup systems for important utility functions, including computer programs and record keeping.

Protection Through Mutual Aid

Planning for an emergency before it happens will not prevent the emergency from occurring. It will, however, enable you to respond more effectively to minimize property damage and even save lives. Cooperation with other municipal utilities through MPA will ensure that your utility has the resources it needs to protect your system, your customers and your community.

When You Plan

Put Your Plan in Writing

Develop a written plan for your utility to be used in the event of a natural disaster, accident or other community emergency. Put it in writing; don't leave it as an undocumented idea. Once a strategy has been mapped out, it can be shared with employees and others in the community such as your local fire and police departments. This will allow them to prepare for their roles in an emergency recovery effort and provide a more rapid and effective response.

Determine Your System's Most Vulnerable Areas

Identify and describe the parts of your system that are the most susceptible to damage. Influences such as extreme weather, including high winds and flooding, highway traffic, construction areas and fire hazards from gasoline can threaten your utility's security.

Don't neglect protection and recovery for utility business records, legal and financial documents and personnel records.

Establish Priorities for Service in the Community

In the event of a widespread outage, a priority system will be needed for reestablishing service to customers in your community. Who will have the primary responsibility for identifying those customers to receive service first, particularly in winter weather? Analyze the most critical needs among customers and develop a priority system to clarify choices on service assignments during an outage.

Make an Inventory of Available Materials and Services

Evaluate the type of equipment and supplies your utility will need in an emergency. Maintain an inventory of essential equipment. Keep an open purchase order with various local merchants and other industry vendors for use in emergency situations to avoid delays caused by the need for purchase authorization.

Develop a list of resources available in the community, such as generators, welders and trucks. Update the list regularly.

Review and Rehearse Your Recovery Plan With Employees

Discuss with employees the details of your utility's emergency recovery plan. Repairs will begin faster and downtime will be minimized if employees have been trained in emergency response procedures.

Plan in Detail

The following list includes important elements in any emergency recovery program. Before the appropriate planning can begin, a Utility Emergency Response (UER) Facilitator must be designated.

This individual should have the authority to declare when an emergency exists, to direct the service restoration activities during that emergency and to terminate the emergency. The UER facilitator may have to initiate action at any time. Utility management should formally delegate sufficient authority to this person to allow the effective exercise of emergency response duties. This is an important condition, since the UER facilitator may have to contact other city departments, contractors, other electric utilities, suppliers, etc.

Advanced planning should include:

1. **Utility Command Center:** An operations center for dispatching work will need to be staffed throughout any emergency recovery operation. The center will:
 - a. Take calls and complete outage sheets
 - b. Establish priorities for service
 - c. Communicate with workers and dispatch crews
 - d. Track work in progress
 - e. Coordinate clean-up activities for scattered outages after utility services have been restored
 - f. Track costs associated with recovery procedures
 - g. Provide public information. Personnel should be designated for releasing information to the public. Statements concerning the emergency recovery in progress should be issued only by those individuals authorized to represent the utility. At this point it may be advantageous to involve the city's governing body members in this process.
2. **Communication System:** Radio communication is a valuable timesaver in directing work within your city. As necessary, make arrangements with the local radio supplier to provide handheld, low band radios tuned to a common frequency for use by crews. Today, cellular phones are also a valuable tool in the communication system. Establish a line of command. This will ensure all crews know who is in charge and whom they can go to for direction/assistance.

3. **Fuel and Vehicle Maintenance:** Without power, fuel for utility vehicles, including those arriving from other utilities, may not be available from local gas service stations. Arrangements for fuel deliveries via tank truck from a petroleum dealer should be planned.

If fuel is stored at the utility in above-ground storage tanks, theft protection may need to be added. Also, in the event of mechanical breakdown, a truck mechanic should be on call.

4. **Traffic Control and Auxiliary Lighting:** Advanced arrangements should be made with local police and fire departments to provide traffic control and auxiliary lighting to crews working in high traffic areas of darkness.
5. **Maps:** System and substation maps, laminated for use outside, will be helpful to crews in understanding:
 - a. Where work is to be done
 - b. Extent of damage
 - c. Source of supply, direction of feed and location of sectionalizing equipment
6. **Food, Lodging and Support Services for Crews:** The damaged utility shall have the responsibility of providing food and housing for the personnel of the assisting utility from the time of their arrival at the designated location to the time of their departure.

There is a limit to the length of time crews can work effectively and safely without sleeping. Supervisors need to watch workers for symptoms of severe fatigue and provide an opportunity for rest. Other support services that may be necessary for outside work crews are:

- a. Cash for workers expenses
- b. Check cashing arrangements
- c. Telephone service
- d. Laundry service
- e. Local transportation

Before You Call

Survey the Damage

Survey the location and severity of damage to your system before calling to request help.

Make a Quick Inventory of Needs; be Specific

Put together a short list of specific personnel, equipment and material you will need before you place a call. Identify areas of need (i.e. substations, transformer banks, distribution, service

connections and pressure regulating stations) and the jobs for which you need assistance.

Call the MPUA Mutual Aid Coordinator

If the situation is such that you cannot make calls for assistance yourself, call the MPUA mutual aid coordinator. If telephone or normal radio contacts cannot be made, utilize the State Highway Patrol or County Sheriff in requesting help.

Describe: The nature of the emergency in your community.
Type of help, equipment and number of crews your utility needs.
Other sources of help already contacted, such as neighboring utilities or private contractors.

Indicate: Where crews should report when they arrive in your city.
Estimated time (hours, days) they will be needed.

Establish: Person and phone number to receive calls from the MPUA Mutual Aid Coordinator.
Time when you will re-contact the MPUA Mutual Aid Coordinator if incoming calls to your utility are not possible.

When You Respond With Help

Receiving a Call From a City Requesting Assistance or the MPUA Mutual Aid Coordinator

A utility representative should be designated to receive calls as part of the MPUA mutual aid program. Both a primary and a backup representative should be identified in the event help is needed on weekends or after regular working hours.

Identify Personnel and Equipment Available

Take an inventory of the personnel and equipment your utility could send for emergency assistance without jeopardizing your own operation.

Determine Which Personnel and Equipment will be Sent

Give the MPUA Mutual Aid Coordinator the names of utility personnel who will be sent to assist a neighboring community. Be specific. Explain in detail what equipment will be taken, e.g. aerial devices, digger derricks, poles, transformers, backhoes, welders, etc.

Confirm Directions for Travel and Where Crews are to Report

In the event main roads into a community are closed, determine what route is available for travel. Also find out specifically where and to whom crews are to report for service assignments.

Estimate Time Involved for Your Utility Personnel

Your utility crews will need to know the approximate time they will need to be away from home. If an overnight stay is anticipated, workers should plan appropriately and include personal items for an extended work schedule.

Share Information with Your Utility Personnel Before They Depart

Don't assume your workers understand the nature of their roles in the mutual aid program. Explain your utility's involvement in the MPUA Mutual Aid Program and specifically what duties your workers will be expected to perform. Provide them with information on where to report once they arrive in the neighboring community.

Document Time and Cost

Mutual aid assistance is provided according to the principles specified under "Mutual Aid Charges/Reimbursable Expenses". Document time and materials used by your utility personnel so reimbursement can be made by the assisted utility.

When The Emergency Is Over

Terminate Emergency Operations

At some time, the greater portion of the system will have been restored to service. Meanwhile, the normal business of the utility has been on hold. At that time, the UER facilitator should formally terminate the emergency operation and return work forces and resources to normal operation. However, some restoration work may still be required as crew time is available.

Accounting Reconciliation

During the challenge of restoring the integrity of the utility's systems, inventory may shrink unnoticed. Proper accounting of material, labor, food, fuel and a host of other items may be neglected because the personnel who normally monitor these facets of operation are assisting in the all-out effort to restore essential utility services.

However, a day of reckoning will come especially for the public body. The UER facilitator must be a ready resource person to whom the accounting section can look for correct answers to their concerns about the disposition of city property and funds. Although the emergency is formally over, it is not over for the UER facilitator until all accounting work is completed.

Evaluate the Effectiveness of the Response to this Emergency

Major emergency restoration work seldom is perfect. Superior performance should be praised, but ignoring things that did not go well or mistakes that could have easily caused injury or death is not wise. Mistakes must be addressed.

The UER facilitator is obligated to work with management in completing a review of the response to this emergency. That review should be factual and dispassionate. Lessons-learned should be identified and submitted to MPUA for the benefit of all members.

Mutual Aid Charges/Reimbursable Expenses

The terms and conditions governing reimbursement for any assistance provided under the Mutual Aid Program shall be in accordance with the following provisions:

1. **Personnel:** During the period of assistance, the assisting utility shall continue to pay its employees according to its then prevailing rules and regulations. The damaged utility shall reimburse the assisting utility for all direct or indirect payroll costs and expenses incurred during the period of assistance, including but not limited to, employee pensions and benefits as defined in Account No. 926 of the Uniform System of Accounts as prescribed by the Federal Energy Regulatory Commission.
2. **Equipment:** The assisting utility shall be reimbursed for the use of its equipment during the period of assistance according to either a pre-established hourly rate or according to the actual operation and maintenance expenses incurred.
3. **Material and Supplies:** The assisting utility shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, unless such damage is caused by negligence of the assisting utility's personnel. The measure of reimbursement shall be the replacement cost of the materials and supplies used or damaged, plus ten (10) percent of such cost. In the alternative, the parties may agree that the damaged utility will replace, with a like kind and quality as determined by the assisting utility, the materials and supplies used or damaged.
4. **Payment:** The assisting utility shall bill the damaged utility for all reimbursable expenses not later than the 15th day of the month following the period of assistance. The damaged utility shall pay the bill in full not later than the 15th day following the billing date and once delinquent, shall accrue interest at the rate of twelve (12) percent per annum.

Arbitration

All disputes between two or more participating utilities arising from participation in this Agreement, which cannot be settled through negotiation, shall be submitted to binding arbitration before a panel of three persons chosen from the members or associate utility members of the Missouri Association of Municipal Utilities which are participating utilities under this Agreement, excluding those members that are parties to the dispute.

If there are two parties to the dispute, each one shall choose one panel member and those two panel members shall agree on a third. If the two panel members cannot agree, the third panel member shall be appointed by the Chair of MAMU.

If there are more than two parties to the dispute, the Chair of MAMU shall divide the parties into two adverse sides and each side shall choose one panel member. The two panel members shall then choose a third. If the two panel members cannot agree, the third panel member shall be appointed by the Chair of MAMU.

If the parties cannot be equitably divided into two adverse sides or if for any other reason the above procedures for choosing panel members are inadequate, the three members of the panel shall be designated by the Chair of MAMU.

The panel shall adopt rules of procedures and evidence, shall determine all issues in dispute by majority vote and shall assess damages. The decision of the panel shall be final and binding upon the parties to the dispute.

Insurance Coverage

For cities participating in the MPUA Mutual Aid Program, insurance coverage continues for employees working outside their home city as long as that individual is working as an agent of his/her city and not in a freelance capacity. The assisting city shall provide proof of insurance for automobile, workers compensation and liability insurance. Each city should have in its file a letter from their own insurance carrier authorizing them to work under the guidelines of this process, and that there will be no lapse in their insurance coverage either on employees, vehicles, or liability.

In the event of an accident, insurance deductibles on vehicles are paid, up to maximum of \$1,000, by the utility receiving services. These deductibles vary by policy.

Under no circumstances shall the assisting city or its employees, be liable to the requesting city, its inhabitants, or others, for any damages arising in any way as a result of the rendering of such aid or the failure to respond to a call for such aid. Also, under no circumstances shall the city requesting aid be liable to the assisting city, its inhabitants or others for any damage arising in any way from the response to such a request for aid or the rendering thereof.

Participating City Assistance

It is a participating municipality's individual responsibility to determine whether, in its sole discretion, responding to a mutual aid request for support is practicable and advisable. If a municipality is called upon and determines that it is not practicable or advisable to respond to the request, the request and lack of response shall not constitute or establish a basis for any claim against the municipality that fails or declines to respond.

MPUA Assistance

MPUA's sole responsibility is to facilitate the participation of cities in emergency assistance for their mutual benefit. MPUA is not responsible for any of the assistance performed or the failure to perform assistance under this process. The assisted city shall indemnify and hold harmless MPUA for and against, and pay or reimburse MPUA for any and all costs, expenses and losses which are actually sustained or incurred by MPUA as a result of any assistance rendered or not rendered to the assisted city.

BILL NO. _____

ORDINANCE NO. _____

A BILL TO CREATE AN ORDINANCE ENTITLED:

“AN ORDINANCE APPROVING THE FINAL PLAT OF “COBBLESTONE LAKE ESTATES PLAT 3” SUBDIVISION, A SUBDIVISION OF A PORTION OF THE SOUTHEAST QUARTER OF SECTION FIFTEEN, TOWNSHIP FIFTY-ONE NORTH, RANGE ELEVEN WEST, IN THE CITY OF CENTRALIA, BOONE COUNTY, MISSOURI, AND ACCEPTING DEDICATION TO THE CITY OF CENTRALIA, MISSOURI, OF THE DRAINAGE EASEMENTS, UTILITY EASEMENTS AND STREET RIGHTS-OF-WAY IN SAID PLAT AS THE PUBLIC PROPERTY OF THE CITY OF CENTRALIA, MISSOURI.”

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

SECTION 1. That the Final Plat of “Cobblestone Lake Estates Plat 3” Subdivision, a subdivision in the City of Centralia, Boone County, Missouri, described as follows:

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

Beginning at the Southeast corner of said Section 15, Township 51 North, Range 11 West; Thence with the South Section Line, N87°25'20"W, 450.17 feet to the Southeast corner of Cobblestone Lake Estates Plat 2, recorded in Plat Book 46, Page 52 of the Records of Boone County, Missouri; thence with the lines of said Cobblestone Lake Estates Plat 2, N 1°00'45"E, 697.54 feet; thence S88°59'15"E, 90.00 feet; thence N1°00'45"E, 512.65 feet; thence N88°59'15"W, 175.30 feet; thence S16°48'25"W, 37.65 feet; thence S54°06'45"W, 111.00 feet; thence S72°13'15"W, 112.80 feet; thence S67°15'00"W, 104.00 feet; thence S51°40'05"W, 104.00 feet; thence S31°54'35"W, 100.00 feet; thence S5°55'55"E, 228.36 feet; thence S34°30'55"W, 30.00 feet to the Northeast corner of Lot 9, Cobblestone Lake Estates Plat 1, recorded in Plat Book 43, Page 19 of the Records of Boone County, Missouri ; thence leaving the lines of said Cobblestone Lake Estates Plat 2 and with the North line of said Cobblestone Lake Estates Plat 1, N88°26'15"W, 44.00 feet; thence N71°18'40"W, 107.00 feet; thence S59°39'50"W, 284.05 feet to the Northwest corner of said Cobblestone Lake Estates Plat 1 on the West of said Tract 3 of the Survey recorded in Book 3265, Page 160; thence with the lines of said Tract 3, N1°17'10"E, 182.97 feet; thence N0°56'55"E, 185.95 feet; thence N74°39'20"E, 85.52 feet; thence N34°25'20"E, 113.38 feet; thence N17°01'25"E, 188.23 feet; thence N24°17'15"E, 184.78 feet; thence S87°36'50"E, 1,075.80 feet to the Northeast corner of said Survey; thence with the East line thereof, S1°00'45"W, 1,335.55 feet to the Point of Beginning and containing 20.45 acres.

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

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

PASSED this 18th day of May, 2015.

Mayor

ATTEST:

City Clerk

The ordinance approved by the Mayor this 18th day of May, 2015.

Mayor

ATTEST:

City Clerk

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