

REVISED AGENDA
CITY OF CENTRALIA, MISSOURI
Board of Aldermen – Regular Meeting
July 20, 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 July 20, 2015
 - B. Minutes of Prior Meetings – *June 29, 2015*
 - C. Minutes of Public Works and Public Utilities Committee Meeting – *July 6, 2015*
 - D. Minutes of General Government and Public Safety Committee Meeting – *July 13, 2015*
 - E. Minutes of the Board of Commissioners of the Enhanced Enterprise Zone – *July 14, 2015*
 - F. Reports
 - 1. Treasurer’s & Collector’s Reports
 - 2. Activity Reports
- IV. ACCOUNTS PAYABLE OVER \$1,250
- V. COMMENTS FROM CITIZENS
- VI. PRESENTATION OF AWARD BY THE MAYOR
- VII. PRESENTATION OF AUDIT FOR FISCAL YEAR 2014-15 BY WILLIAMS-KEEPERS, LLC.
- VIII. PUBLIC HEARING ON PROPOSED CHANGES TO ZONING SUBSECTION 31 – 45 C. OF THE CENTRALIA CITY CODE – EXCEPTIONS TO HEIGHT REGULATIONS
- IX. REPORT FROM CHAMBER OF COMMERCE
- X. ACTION AGENDA
 - A. Finance – None.
 - B. Permits and Licensing – None
 - C. Legal –
 - 1. Amending Subsection Chapter 31-45 of the Centralia City Code to allow for an exception to the Zoning Regulations as it relates to height restrictions for certain structures or appurtenances – Ordinance
Bill No. _____ Ordinance No. _____
 - D. Purchasing –
 - 1. Authorizing the Mayor of the City of Centralia, Missouri to execute a contract with Ace Pipe Cleaning, Inc. of Kansas City, Missouri for storm water sewer rehabilitation in the amount of \$66,000 – Ordinance
Bill No. _____ Ordinance No. _____
 - 2. Accepting the best proposal for mini-pumper truck

3. Authorizing the Mayor of Centralia, Missouri to execute an Agreement with Data Technologies, Inc. of Omaha, Nebraska for Chart of Accounts Conversion services, for an amount not to exceed Five Thousand Dollars and No Cents (\$5,000) – Ordinance
Bill No. _____ Ordinance No. _____

XI. OLD BUSINESS

- A. Approving the Request for Proposals for Improvements to the Centralia Municipal Swimming Pool

XII. NEW BUSINESS

- A. Mayor
 1. Appointments
- B. City Administrator
- C. City Attorney
- D. City Clerk

XIII. AS MAY ARISE

XIV. ADJOURN

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

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

Absent: Aldermen Richard Ward & David Wilkins

Also present were City Administrator Matt Harline, Police Chief Larry Dudgeon, James Smith with the Centralia Fireside Guard, Evelyn Robertson, Frank & Carol Buck, Janice Graves, Cindy Morgan

Pledge of Allegiance:

Mayor Grenke led everyone in the pledge of allegiance.

CONSENT AGENDA:

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

CONSENT AGENDA:

- A. Adopting the Agenda for the Board of Aldermen – Regular Meeting June 29, 2015
- B. Minutes of Prior Meetings - May 18, 2015 & June 1, 2015
- C. Minutes of Public Works and Public Utilities Committee Meeting – June 1, 2015
- D. Minutes of General Government Committee Meeting – June 8, 2015
- E. Minutes of the Planning & Zoning Commission Meeting – April 4, 2015 & June 11, 2015
- F. Reports
 - 1. Treasurer’s & Collector’s Reports
 - 2. Activity Reports

Matt – purpose of including the April P & Z minutes is because they have been revised by the recent P & Z meeting.

Motion was made by Alderman Bormann to accept the consent agenda in its entirety. Alderman Magley 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 \$287,806.36 as follows:

ACCOUNTS PAYABLE OVER \$1250

June 29, 2014

Ameren (Transmission Charges)	\$18,073.85
Ameren Missouri (Pole along Gano Chance)	\$4,810.00
Asplundh (Tree Trimming)	\$1,926.22
Bankcard Services (PD Supplies)	\$1,399.64
BHMG Engineers (Boring Project)	\$4,274.30
Charter Communications (Phone/Internet/ Cable /TV)	\$1,302.95
Engineering Surveys (Testing)	\$1,692.50
H & R Russell Entr (Cemetery Mowing)	\$2,375.00
Illinois Power Marketing (Wholesale Electric)	\$102,617.73
Mississippi Lime (Quick Lime)	\$3,775.00
MJMEUC (Prairie State Charges)	\$83,215.94
Purchase Power (Postage)	\$2,500.00
Schaeffer MFG Co (Hydraulic Oil)	\$1,591.70

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TOTAL **\$229,554.83**

ADDED AFTER GGFC MEETING

Blu Tower (Elec Dept Supplies)	\$2,207.40
City of Columbia (Landfill Charges for May 2014)	\$9,061.00
Leads On Line (Yearly Subscription)	\$1,488.00
MFA Oil (Fuel)	\$6,215.34
MISO (Monthly & Transmission Charges)4	\$1,863.55
MRS WCIT (WC Audit Premium)	\$2,988.00
UMB Bank (MAMU 08 Elect Substation Lease Pmt)	\$12,580.01
Williams Keeper (Audit /Accounting)	\$15,117.00
TOTAL:	\$51,520.30

ADDED TODAY

HD Supply Water	\$2,142.63
Midwest Meter	\$2,880.00
S & D Auto Repair	\$1,708.60
	\$6,731.23
GRAND TOTAL	\$287,806.36

Alderman Bormann made the motion to approve the Accounts Payable over \$1250 in the amount of \$287,806.36. Alderman Vollrath 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 7:02 p.m. by Mayor Grenke.

Carol Buck – 815 S. Central

Buck stated she had moved to this address 12 years ago. She the road was nice at the time, but after 1 year it started getting bad. She stated that she was proud of what's being done now to fix the road.

Frank Buck – 815 S. Central

Buck said he realized some work has been done and appreciate that, but questioned if the work had stopped because there were places marked but nothing had been done in those places yet.

Harline said that all the spots marked there will be done this year. The same crew that works on roads also picks up trash and debris after storms. They've done some patches there before and discovered the road is only about 3" in depth in some places. He said the original developer did not follow the rules, and to fix the road will require some expenses. The city will either have to hire staff or a firm to test the cores of concrete. The city didn't catch it when the road was developed and now we're playing make up. The grade was not properly done, so the water doesn't roll off like it should. There is a storm drain that was not installed as designed. The idea is to come back and use a fiber and then overlay the road with tapered edges to at least get the water to run off better than it does.

Frank Buck asked if it would be feasible to put more drains in. Harline said there should have been more drop inlets, and the original design should include a couple more. If we don't have the easement, we'd have to acquire the easements. It's not impossible, but it would be difficult to do.

Carol Buck asked if the Board understood their point. They have nice houses and have bad roads. She said they could have built in a place with good roads instead and it's just bad.

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Harline said the City has done patches out there before. It will look nicer, but the storm water drainage will be difficult to take care of. We should be able to make it look much better in the next couple of years.

Janice Graves – 822 S. Central

Graves said hers was the last house built, and she moved there 9 years ago. She sated she was out of town with family the previous week and they were working on the street then. She said she didn't know someone had hit the gas line until she got home and there was not hot water. Fortunately, someone from Ameren left a note on the mailbox and said that he'd come back every day to talk to her.

Matt questioned if the City hit the gas line. He said the procedure for crews is to call Dig Rite before we dig. There was some discussion about the typical depth of a gas line.

Bormann said he was aware of what is going on out there. He stated he had shot grades on that at one point and the grade was almost level across 2 lots, which it should not have been. He has taken some pictures of the street in the places that have been fixed. He said the developer didn't do what he was supposed to do. There was some discussion regarding the process of the grades of the street, and more discussion of the things that the developer of the subdivision did not do correctly.

Russ Greene entered the meeting at 7:25 p.m.

Cindy Morgan – 819 S Central

Morgan stated she moved into the subdivision in 2004, and the developer pulled up some concrete and replaced it. She said that her driveway is breaking up at the road, and thinks the developer knew it wasn't good.

Harline said that with the resources the City has had, we've not spent them to do detailed inspections of streets. We've done a small amount of testing of the street in a new subdivision. We can do more detailed inspections, which will cost the developer more money. He said it's easy to see the problems now, but how easy it was to see the problems in 2003 he couldn't say.

There was some discussion regarding the process the city followed for street inspections at the time this street was installed.

Sharon Mangano – 823 S. central

Mangano asked why the developer is he still building. There was some discussion, and it was determined that the original developer's son was the one building a house in the subdivision.

Hearing no further comments, the Comments from Citizens portion of the meeting was closed at 7:35 p.m. by Mayor Grenke.

ECONOMIC DEVELOPMENT REPORT FROM CHAMBER OF COMMERCE

Grenke asked if Bormann knew how many cars were in the car show during Anchor fest. Bormann said there were about 300. Harline asked if Bormann remembered what the net profit was from Anchor Fest 2015, as he thought it to be \$34,000 or \$37,000. Bormann said it was down from prior years, but pretty good considering the weather.

ACTION AGENDA:

Finance: None

Permits & Licensing: None

Legal:

ORDINANCE: Amending Section 21-5 of the Centralia City Code to allow kayak races during the July 4th Celebration at Recreation Park

Alderman Magley presented a bill marked and designated as bill no. 2761 to create an ordinance entitled "AN ORDINANCE TO AMEND SECTION 21-5 OF THE CENTRAIA CITY CODE TO ALLOW BOATS IN CITY PARKS UNDER CERTAIN CONDITIONS." Alderman Magley moved that it be placed on its first reading by title

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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 Magley 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 Magley 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, and Vollrath. 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 2817.

Purchasing: None

OLD BUSINESS:

NEW BUSINESS:

Mayor:

Appointments:

Mayor Grenke appointed Jenny Espenchied to Library Board for a 3 year term. Alderman Lee made a motion to accept the Mayor's appointment of Jenny Espenchied to Library Board for a 3 year term. Alderman Magley seconded the motion. On a call by the Mayor for ayes and nays the motion carried unanimously.

City Administrator:

Harline said that the auditors from Williams-Keepers will be here at the July Board meeting, and noted that there are fewer journal entries every year.

Harline also mentioned that he does now have a city residential address.

City Attorney: None

City Clerk: None

CLOSED SESSION:

Alderman Vollrath 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: legal actions, 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 Vollrath asked that this motion be adopted by roll call vote. The motion was seconded by Alderman Bormann. Voting FOR: Bormann, Lee, Magley, and Vollrath. Voting AGAINST: None.

During the closed session, no vote was taken. Alderman Magley made a motion to return to open session and asked that it be adopted by roll call vote. Alderman Vollrath seconded the motion. Voting FOR: Bormann, Lee, Magley, and Vollrath. Voting AGAINST: None.

Returned to open session at 7:54 p.m.

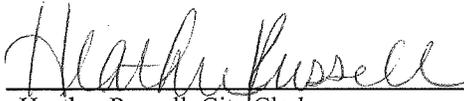
AS MAY ARISE

Grenke received and read a thank you card from Donna Baker (Rodney Griffin's wife). Grenke extended his thanks to the citizens of Centralia from honoring such a hero. He said there had been a good outpouring of respect from the community. Harline mentioned that there had been help from the Fire Dept., Street Dept., Electric Dept., and Police Dept. for the event.

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

The meeting was adjourned at 7:55 p.m.



Heather Russell, City Clerk

Minutes of the Public Works and Public Utilities Committee for Monday, July 6, 2015.

The meeting was called to order by Mayor Tim Grenke at 7: p.m. Present also were, Aldermen, Jim Lee, Don Bormann, David Wilkins, Dick Ward and Landon Magley. Also attending were Matt Harline, Phil Hoffman, Mike Forsee, Mark Mustain, Danielle Sims, Heid Sims and James Smith of the Fireside Guard.

Pledge of Allegiance Those present recited the pledge.

Comments from Citizens There were none.

Water and Sewer Department

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

WATER

SEWER

Forsee reported that we are about full in our irrigation ponds and he has had to use overland flow and pumped all he could to the Sims. Harline noted that this is a record year for rain and we have not had to discharge treated sewage.

Other:

Missouri Rural Water Association and MO DNR are offering some excellent Board training that is free. Harline noted that it is in Columbia at Boone County Consolidated #1. Mike mentioned that it is mostly done by MRWA and it is good training. Bormann and Grenke indicated interest in attending.

Street and Sanitation Department

Activity Report Grenke asked for comments and questions on the activity report and Wilkins asked about the striper purchased from Mexico. Phil said they have the unit which they borrowed in the past but have not put it in service yet. There no other comments.

STREETS

Overlay update Phil noted that he has spoken with Tom Christensen earlier that day and the rain has pushed us back to mid-August.

Additional handicap parking downtown Harline stated that one of the outstanding recommendations from the accessibility consultant was to add handicap parking on the inside of the square to provide access to the square, not just the shopping. Hoffman noted that there were already spaces that were not in use to allow pedestrians on the square and they could provide van accessible spots. Bormann stated that he thought handicap spaces near the corner would be more useful. Harline said that if we chose to add handicap parking in either way, an ordinance is required and he would bring one back with alternates.

SANITATION

Recycling presentation by Intern – Danielle Sims and discussion Harline introduced Danielle Sims and her mom, Heidi Sims, who have been working together on an analysis of the recycling program. D. Sims explained in her presentation that: She recently visited the Columbia Materials Recovery Facility (MRF) and learned that Columbia was accepting mixed plastics for no charge; The City

currently pays \$300/month to Ryan Enterprises and it was a longer trip; That it might be possible to comingle materials and therefore take more materials curbside. Sims proposed taking all recyclables to Columbia to save money. Sims added that it might be possible to purchase a used split-hopper recycling/garbage truck from Columbia and pack a lot more materials into it for each trip. Grenke asked how long she had been working on the project to which she replied since the first of June.

Bormann asked how much rock they were back hauling from Millersburg on trips to Ryan Enterprises. Hoffman replied almost none. Wilkins asked how the comingling would work and Sims explained that Columbia accepts all containers (plastic, metals and glass) in one stream and fibers (newspaper, office paper, cardboard, mixed paper) in a separate stream. Sims explained these could be picked up in only two bags which Hoffman added would be much easier. Bormann noted that Ryan made a product directly from the plastics we take him and he has family in the Centralia area. Bormann added that we were Ryan's biggest supplier of plastic and if we stopped taking our materials to Millersburg he would likely go out of business – and only save \$3,600/year. Bormann said we could choose to take everything to Columbia except plastics to preserve the certain plastic market. Bormann noted that low fuel prices meant low costs for virgin plastic which might make Columbia's market go away, whereas Ryan would still be there making fence posts.

Harline suggested that we do a pilot and take some materials to Columbia and see how it goes. Harline also said that if we could go to a dual stream recycling, we could see if we could get a grant to help buy a used split-hopper truck from Columbia. Harline said we would like to make some decisions this summer. Grenke asked how many employees Ryan had, to which Bormann replied that he did it all himself with his family. Lee asked about glass recycling. Harline said that we currently separate white/clear glass and colored glass, but Columbia takes it mixed. Magley noted that going to two sorts instead of five or six makes it a better and cheaper system. Magley asked about the cost to drive to Millersburg versus Columbia's MRF and Hoffman noted that it was \$110 more per month more to take the hour-long trip to Ryan Enterprises. Harline said he was very supportive of Ryan Enterprises but Columbia seems like a better option. Magley said we should save the City money. The Board and Chief Dudgeon thank Danielle for her presentation.

Extra pickups at schools, etc. Harline stated that he plans to charge schools and churches for extra trash pickups as we are now doing with other commercial contracts, just like we do when they use more electricity or water, except for community-wide events. Grenke noted that the schools were one of our biggest employers and did a lot for the community. Magley noted that we charge everyone else if they use more trash pickups. Wilkins agreed. Harline noted that we currently contract with Dayne's for Anchor Fest trash collection and we would continue to do that.

DNR site visit to landfill Harline reported that DNR had done their annual visit to the most recently closed landfill and they found no deficiencies as noted in the letter included in the packet. Harline said about the only thing the DNR staff mentioned was the need to cut some woody growth on the slopes of the landfill, but that the City should do this in the late fall or winter when it wouldn't tear up the landfill.

STORM SEWER

Accepting bid for storm sewer lining: Harline reported that he had solicited bids for storm sewer lining from three firms that he has recommended by Columbia in addition to the bid that was still good from when we made the budget. Harline explained that although the bid from ISCO was under \$15,000 compared to \$66,000, staff was more comfortable with the bid from Ace Pipe Cleaning. Harline explained that ISCO would bring pipe and the staff or a contractor would slip it into place and seal it in place with a fill material. Hoffman felt that by slipping two pipes into the storm water

channel we would lose a lot of flow. In reply to a question from Bormann, Hoffman and Harline replied that Ace Pipe Cleaning would shore up the structure with concrete and then do a spray-in lining like Insituform.

Bormann made a motion to approve the two bids from Ace Pipe Cleaning for \$66,000 that was seconded by Wilkins and approved by a unanimous voice vote.

Other Genke thanked the City crews that responded so well to the recent storms including several hours of overtime clearing streets and restoring power.

Electric Department

Activity Report Grenke asked if there were any questions or comments on the activity report. Grenke noted that we should send a thank you note to Monroe City and Palmyra for sending mutual aid after the second storm to repair damage along Sims Street. Harline added that on the first storm they had to replace a pole and it required them to work overnight. Mustain noted they worked 20 hours straight. Harline noted that a tree fell on a house on Barnes and instead of being repaired the next day, as we would typically do, it took the crew a week to get there with all the other damage. Grenk and there were none.

Long term power purchase update Harline reported that we were getting closer to something to bring back to the Board. Harline noted that a month ago he was considering an approach that would put us in the day-ahead market trying to get a better price. Harline said that new bids have come in from Constellation and others and they are in the mid \$30s range and so he is leaning pretty strongly toward a full-requirements type of contract again. Harline said that full-requirements is the recommendation from our consultant, Bob Harbour, and most of the cities are leaning that way, with the exception of Hannibal. Harline added that any contract would only be for three years.

Other

Mayor Grenke wants to watch the first use of the valve insertion tool.

As May Arise

Grenke said he had been approached by someone who lived just outside of the City limits and were interested in getting on the City water system. Bormann noted that they could annex or if they were not contiguous to the city limits they could sign an annexation agreement whereby they would be required to annex when their property became contiguous to the City. Bormann asked if they would be hooked up to sewer. Forsee said that there was a creek in the way. Forsee added that we had one sewer-only customer and we had to install a second water meter so we could bill for sewer.

Chief Dudgeon noted that a community member who is in the military had his mechanic bill paid.

Grenke noted that the Avenue of Flags and the fireworks went very well.

Wilkins moved to adjourn the meeting. Magley seconded the motion which was approved by unanimous voice vote.

The Committee adjourned 7:59 p.m.

Minutes of the General Government and Public Safety Committee meeting of Monday, July 13, 2015.

The meeting was called to order by Chairman, David Wilkins at 7:00 p.m. Present also were Aldermen Magley, Ward, Vollrath, and Lee, Grenke joined by phone. Bormann arrived at 7:37. Also attending were City Administrator Matt Harline, Police Chief Larry Dudgeon, Fire Chief Denny Rusch, Cemetery Sexton, Phyllis Brown, Jessica Orsini, Matt Purvis, Amy Purvis, Joe Lockwood, and his father, Mike Kinkead, Todd Goffoy and James Smith of the Fireside Guard,

Those present participated in the Pledge of Allegiance.

Agenda

Comments from Citizens

Wilkins noted that there were some visitors. Matt Purvis and Joe Lockwood introduced themselves as members of Troop 50 and stated they were pursuing the Citizenship in the Community merit badge. Chief Dudgeon suggested that their presence at a Board meeting was part of the requirements for the badge and they affirmed that.

Orsini asked when the last time the Tree Board had a meeting. Lee noted that they met before Arbor Day. Orsini asked about the purpose and function of the Tree Board and if there were any notes of recent meetings. Lee noted that they participated in Arbor Day activities and proceeded to give a history of the Tree Board from its inception and its role in the Tree City. Lee noted that there was an open seat on the Tree Board right now, and asked Ms. Orsini if she would be interested. She replied in the affirmative. Grenke noted that he had heard her volunteer.

Police Department

Activity Report: Wilkins asked for comments and questions on the Activity Report and there.

Letter from Humane Society: Harline alerted the Committee to the copy of the letter from the Boone County Humane Society (BCHS) in the packet stating that the BCHS would no longer put down cats; instead they will spay/neuter them and return them to us to release in the area whence they came. Harline reminded the Committee that we only take feral cats to BCHS if they have caused a problem and we managed to trap them. Harline said that he was not looking for any decision from the Committee. Chief Dudgeon said that the Police have spoken with Doctor Farmer and he could continue to treat any cats that were not adoptable. There was no need to change any protocol. Wilkins asked if the result would be the same, and Dudgeon answered in the affirmative.

Other: Chief Dudgeon noted that with Alyson Brooks being gone, the City could sell the 2005 Chevy Impala with 112,000 miles. Chief Dudgeon felt that he thought they could put a minimum \$3,000 bid on it and sell it. Chief Dudgeon said that most of their fleet is made up of almost all Ford Crown Victoria's and selling this would leave one Chevy Impala in the fleet. Harline said in reply to a question that he had authority to dispose of City property that is surplus property but that it required the approval of this Committee so it would be better to have a motion. **Ward made a motion to offer the 2005 Chevy Impala for auction with a minimum bid of \$3,000 that was seconded by Magley and approved by unanimous voice vote.**

Fire Department

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

Mini-pumper fire apparatus proposals: Harline gave a brief history of the process to send out the RFP noting that we budgeted \$44,000 which would be the first payment of a five year lease purchase. Harline noted that we received four proposals, all very close to what the original estimated from Banner, and one proposal had the option of buying and modifying a stock truck – a truck already built. Harline noted that Pierce sent a contract for a stock truck that starts at \$163,000 (editor's note price is \$165,043). Harline noted that one piece of equipment that would have to be added is a deck gun that would be \$3,500 and might or might not help with the ISO rating. Harline said that he was not ready to ask for a final decision tonight but that we should have a final recommendation. Harline noted that in addition the Pierce model had a foam dispensing system that might be nice. Chief Rusch noted that the foam is about a \$12,000 addition. Harline reported that the proposals were for Pierce, E-One, Danko and Rosenbauer trucks. Chief Rusch added that the stock or demo trucks were 2015, 2015 and the \$165,000 model is 2014 model. Chief Rusch said that he and Donny Rodgers were not 100% in agreement about whether or not they needed the deck gun. Harline repeated that he was not yet ready to ask for a final decision.

Other Chief Rusch noted that J&M Displays has offered a \$1,000 refund for next year because of a bit of a problem with the fuses. Brown and others noted that it was a very nice display.

Emergency Management

Nothing to report.

Protective Inspection

Dangerous Building Report: Harline reported that he reviewed the list of properties that Lynn had developed and added some. Harline added that he has investigated a little more about the CDBG Demolition Grant and was informed by the Mid-MO RPC that the City was responsible for setting the terms and deciding if the property owner would maintain ownership after the demolition. Harline noted that he had not been able to set up the next meeting with Clifford De La Rosa after only one phone call. Harline added that the next on the list was the Cornett property and then he proceed down the list. Harline added that his previous discussion with De La Rosa there was some disagreement about the need for a building permit and inspection.

Other: Harline reported that he had counted 37 homes for sale which is well below the 70 or so that were common a couple years ago. Harline added that there were seven new homes under construction and that the City was slightly behind last year's excellent pace..

Economic Development

CREDI: Wilkins noted report in the packet. Harline reported that he had attended the CREDI event on June 25th and that it was well attended and went as well as could be expected, spurring lots of discussion afterward.

Bormann arrived.

Park Board

Refinancing Lease-Purchase Agreement for Rec Center: Wilkins introduced Todd Goffoy of Piper Jaffray who made a presentation about the need for a Financial Advisor for the refinancing RFP. Goffoy noted that Piper Jaffray (PJ) and the City had worked together since the 80s including helping with the financing of the Library bonds. Goffoy noted that PJ had worked with the City on the original financing of the Recreation Center. Goffoy noted that he had approached the City with the possibility of refinancing the lease-purchase agreement due to the favorable interest rates and the likelihood that they could increase soon. Goffoy noted that the current notes were callable in March of 2016, but the City had the option to do one advanced refinancing during the life of the

project. Goffoy explained the recent changes in the SEC rule have made the roles of Financial Advisor, Placement Agent and Bond Underwriter distinct and PJ was interested in serving as the Financial Advisor for the City and serve as the City's hired advocate. Goffoy said that currently there is a possibility that a direct placement with a financial institution could very well be the best option. Goffoy noted that even the representative from Stifel (Carl Ramey), a bond placement agent had recommended the City needed to hire a Financial Advisor during a meeting of the Park Board. Goffoy added that the, MO City Managers recommend the use of a Financial Advisor as well. Goffoy added that there was no requirement that the City hire an FA, but it does require underwriters to disclose that they have other interests other than the City's. Goffoy noted that the SEC's purpose is to increase transparency.

Harline asked Goffoy to explain the role of bond counsel. Goffoy replied that bond counsel makes a determination that the issue of debt is tax exempt and that the issuance is done accordance with Missouri State Statutes. Goffoy added that if the City went out for a public offering versus direct placement, the bond counsel would make all the public disclosures required which adds to the cost. Goffoy noted that with a direct placement you get to know what the interest rate is up front. Lee asked if the direct placement was a competitive process and Goffoy replied in the affirmative. A FA can help make the RFP and evaluation process a better apples-to-apples comparison.

Goffoy noted that there is about \$1,5million in principle with a total cost of \$1,9 million including interest and he felt that the City could save as much as \$200,000 in interest cost. Goffoy then spoke on the advantages of combining the pool improvements and waiting and saving economies of scale versus moving forward quickly and increasing the interest rate savings. Goffoy said that he would give the details to Harline, but could distill it for the Committee to make a decision. Harline asked if the City needed a FA, bond counsel and a placement agent. Goffoy said that especially with a direct placement, the City could act as their own placement agent, necessitating only the bond counsel and the FA if the City chose. Harline added that perhaps the bond counsel could be even more important. Goffoy replied that he agreed that with a five-year equipment lease like the fire truck it is pretty straightforward and probably did not need advisor our counsel as Harline had stated earlier.

Harline noted that Mike Kinkead the Chairman of the Park Board was in the audience as well

Grenke thanked Goffoy and said he would feel much more comfortable using an advisor on something of that magnitude. Orsini noted that recent reports made it clear that the Fed rate was going up.

Harline said that the Committee could direct him to hire Piper Jaffray, to not hire any FA, or ask him to solicit addition proposals of an FA. Harline noted that since Piper Jaffray was already working on this project he had no problem continuing with Piper Jaffray and that was his recommendation. Harline said that \$1.5 – \$2.5 million he felt much better with a Financial Advisor. **Lee made a motion to sign the letter of engagement with Piper Jaffray. Magley seconded the motion and it was and approved by unanimous voice vote**

RFP for improvements: Kinkead addressed the Committee. Kinkead handed out an updated RFQ for the pool improvements which he would like to send out as soon as the Committee was comfortable with it. Harline noted that it was a Request for Qualifications so it did not need the level of detail in a request for bid. Harline added that it could give us a budget figure for going out for financing. Kinkead said that he was not asking the Committee for approval at this meeting, but if they could be ready by next Monday he would like that. Harline noted that the version in the

packet and the version handed out had the minor changes that he had asked. Harline said the RFQ was designed with the future in mind and is compatible with long-term plans to flip the pool around and put the shallow end at the north end of the pool. Wilkins asked if Kinkead needed a decision tonight and he said no, but the Park Board meets the day after the next Board Meeting and he would like a decision then. Wilkins asked if there were any additional comments about the Park Board. There were none.

Cemetery Report

Brown addressed the Committee and stated that the Committee remained divided on the proposal by Logan Dickerson to build a flag burning fire pit as part of an Eagle Scout project. Brown reported that several version had been reviewed for the project that would go at the west side of the Cemetery to complement the Blue Star monument. Brown reported she had consulted with the grave digger and since he needed a full four foot berth to dig the last grave in the row near the proposed pit and that this design did not allow for that much room, the Committee asked for another design. Brown added that the project was for cloth flags only, however most flags purchased these days were nylon. Additionally there have been some problems getting everyone together at the same time. Brown said they would review the next plan and make a recommendation.

Tree Board

No report.

Library Board

Wilkins noted that an agenda for the next meeting and minutes from the last meeting were in the packet.

Finance

Financial statements for June 2015 were in the agenda packet. Harline reported that we continued to do very well in sales taxes and it almost made him nervous.

Bills over \$1,250

Committee received a preliminary list of bills over \$1,250 totaling \$318,752. Bormann asked about the bill from BHMG and Harline reported that it had to do with repairing a display on the SCADA panel at one of the substations.

Other General Government

Annual financial audit: Harline noted that Williams-Keepers would be at the next meeting to make the annual financial audit presentation. Harline noted that the audit was clean. Harline added that we had a 7% year to year increase in sales tax which he feared might have been due to a very good March, but it was a very good year.

Conversion of accounts cost: Harline explained the need for the conversion of chart of accounts to allow for better tracking of funds and fund balances by condensing 03-01-01 to 311. Harline said that it would cost somewhere between \$3,000 - \$4,500. Harline said it should reduce some of the costs paid to Williams-Keepers for doing bookkeeping to back out the fund balances for each utility. Wilkins asked if this had been a recommendation of the auditors and Harline replied that it was. Harline said a contract with DataTechnologies would be on the agenda next week. Harline replied in answer to Bormann's question that he was correct in stating that the contract would be with DataTech, not Williams-Keepers.

Recycling update: Harline noted that there had been a communication problem with Columbia and the actual cost to recycle comingled plastics was \$30/ton or about \$5.00 per load, but as long as we continued to require source separation everything else, including glass would be free. Harline reported that Civic was currently charging a fee for glass. Harline said that the City can afford to continue paying \$3,600 per year and support Mr. Ryan's business that makes a product if the Committee so chose. Bormann asked if we sorted everything into two sorts would it cost \$30/ton for everything. Harline replied that containers would cost \$30/pound and comingled fibers would be \$25/ton. Harline reported that it is still cheaper than the landfill. Harline said that the line-manager made the statement that that it was free to bring it in comingled, but the higher ups had sent Harline an email before the tour that explained the actual rates and the definition of comingled.

Other

Wilkins asked for any items for "Other" and there was nothing to add.

As May Arise

Harline noted that there would be a meeting of the EEZ Directors the next day.

Magley moved that the Committee adjourn. Ward seconded the motion, which was approved by unanimous voice vote. The Committee adjourned at 8:30 p.m.

Minutes of the Meeting of the Board of Commissioners of the City of Centralia, Missouri, Enhanced Enterprise Zone on Tuesday, July 14, 2015.

The meeting was called to order at 6:02 p.m. by Chairman Tom Elsbury in the Council Chambers of City Hall. Attending were Directors Don Copenhaver, Lorry Myers, and Glen Brown. Harvey Million and Jed Angell were absent. The seat for Other Taxing Jurisdictions was absent. Also present were Matt Harline, City Administrator, Brian McCollum, Boone County Collector

The Pledge of Allegiance was recited by all present.

Lorry Myers moved to re-nominate Tom Elsbury as Chairman and Don Copenhaver seconded the motion. There being no other nominations, Myers asked that the nomination be approved by acclamation and her motion was seconded by Copenhaver and approved by unanimous voice vote.

Glenn Brown moved for approval of the minutes of the meeting of Tuesday, April 23, 2013. The motion was seconded by Lorry Myers and approved by unanimous voice vote.

Review of Annual Report/Hubble and State Report

Harline gave a brief overview of the annual report. Harline reported that the County requires as part of our agreement with them that we make a report on our activities and that report was submitted late this year. The report is included in the packet as is the report to the State that largely mimics the information. Harline noted that there is only one recipient of tax abatement – Hubbell – and they had reported additional investment of \$485,429 this year. The increased employment numbers have not yet been submitted. Harline noted that in addition to Hubbell's expansion, LaCrosse Lumber also expanded their operation within the boundary of the EEZ, but did not seek abatement. In addition, seven new businesses started up in the EEZ during the year. Harline stated that the next meeting of the EEZ Board would be in February or March of next year. Harline noted that Hubbell Power Systems had been invited to come but only at the last minute. They had been very helpful getting the report together.

Harline said that the annual report to the State was due next month and was asking the Board to approve the report. Harline relied in answer to a question that the City has only received one request for abatement. He added that the MFA project would have been eligible but they had a timeline. Copenhaver agreed and noted that they were spending about \$3 million on the project.

Harline asked if there were any additional questions about the report and there were none. **Brown made a motion to approve the State report that was seconded by Copenhaver and passed by a unanimous voice vote.**

Adoption of an Application Form for Centralia.

Harline state that during his discussion with Grey Jackson, who was our liaison with the Missouri Department of Economic Development, she said that the City should develop and use their own application for new abatement projects. Harline explained that the draft form included in the packet was crafted largely from a template that Ms. Jackson sent him, with modifications unique to Centralia such as the entities copied on the form as noted at the bottom. Myers asked why the years 2013 – 2028 were on the form, to which Harline replied that was the life of the EEZ. Harline said that the abatement zone disappeared in 2028 like Brigadoon.

Harline noted that most NAICS codes are eligible for abatement including hotels, but not restaurants, casinos or retail. Myers asked if a daycare would be eligible and Harline replied he was not sure but codes starting with 44-45 Educational Services and 81 Other Services were not eligible by State Statute. There was a brief discussion about the need for daycare in Centralia.

Elsbury made a motion to adopt the form as the official form to apply for abatement. Myers seconded the motion which was passed by a unanimous voice vote.

Other

Harline said that he made a presentation about the EEZ district at the recent CREDI event that was well attended. He felt that it was a very nice event.

Elsbury made a motion to adjourn that Myers seconded. The meeting adjourned at 6:25pm.

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

	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE	INVESTMENTS	TOTAL
GENERAL FUND	514,928.32	87,973.33	(144,045.96)	458,855.69	200,000.00	658,855.69
POOL	7,501.06	28,344.28	(24,057.10)	11,788.24		11,788.24
PARK	113,764.99	8,841.13	(39,327.57)	83,278.55	0.00	83,278.55
RECREATON CENTER	181,117.59	22,967.11	(16,780.76)	187,303.94	0.00	187,303.94
LIBRARY	77.38	21,300.92	(21,378.30)	0.00	0.00	0.00
LIBRARY DEBT SERVICE	0.00	202.95	(202.95)	0.00	27,882.18	27,882.18
CEMETERY	221,556.52	3,411.39	(3,408.88)	221,559.03	200,000.00	421,559.03
AVENUE OF FLAGS	8,337.60	101.56	(174.00)	8,265.16	0.00	8,265.16
TRAN. SALES TAX REVENUE	219,774.87	22,533.88		242,308.75	0.00	242,308.75
PARK SALES TAX	134,869.42	22,559.11		157,428.53	0.00	157,428.53
WATER-OPERATING	420,690.73	43,278.48	(34,020.00)	429,949.21	0.00	429,949.21
WATER-SECURITY DEPOSIT	16,055.25	800.00	(520.00)	16,335.25	0.00	16,335.25
SANITATION (LANDFILL)	186,187.40	37,084.65	(19,279.81)	203,992.24	0.00	203,992.24
SEWER	205,825.74	19,811.38	(9,496.26)	216,140.86	0.00	216,140.86
ELECTRIC-OPERATING	437,360.20	242,614.80	(276,428.85)	403,546.15	600,000.00	1,003,546.15
ELECT.-SECURITY DEPOSIT	37,238.83	1,941.17	(1,425.00)	37,755.00	0.00	37,755.00
CAPITAL PROJECTS	10,660.50	188.64		10,849.14	0.00	10,849.14
INTERNAL SERVICE:						
PERSONNEL	(170,774.52)	3,015.92	(3,075.42)	(170,834.02)		(170,834.02)
FINANCIAL	0.00	10,242.67	(10,242.67)	0.00		0.00
EQUIPMENT USE	430,507.22	29,838.45	(13,561.94)	446,783.73		446,783.73
TOTAL	2,975,679.10	607,051.82	(617,425.47)	2,965,305.45	1,027,882.18	3,993,187.63
A. B. Chance Memorial	3,941.30	0.03	(390.00)	3,551.33	241,203.25	244,754.58
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

June, 2015

Real Estate Tax Collections	\$2,683.81
Personal Property Tax Collections	\$1,983.99
Dog Tax	\$244.00
Cat Tax	\$50.00
Merchant's License	\$116.25
Penalties	\$610.93
Railroad/Utility Tax	
Financial Institution Tax	
Sur Tax	
Total	\$5,688.98

Deposited in the Following Funds

General Fund	\$3,002.69
Park Fund	\$1,160.71
Library Revenue Fund	\$1,322.63
Library Bond (Tsfr to Library Debt Service Acct)	\$202.95
Total	\$5,688.98

Submitted by: Heather Russell
Heather Russell, City Collector

City of Centralia Activity Reports

June 2015

Prepared By: Phyllis Brown

BUILDING ADMINISTRATION

Permit Data	Jun-15	Apr 2015 - Mar 2016 Totals
New Residential & Duplex	5	7
Residential Additions, Alterations, Repairs, Elec Upgrade	3	11
Residential Storage Buildings/Fences/Carport/Swimming Pools/Detached Garage	2	8
New Commercial Buildings		0
Non Residential Additions, Alterations, Repairs, Elec Upgrade, New Sign		4
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	10	30
Permit Valuation	\$563,900.00	\$2,921,600.00

ACTIVITY REPORT

		Pay Date		Jun-15				FYTD TOTALS		
		06/05/15		06/19/15		JUN TOTAL HOURS				
		HOURS		HOURS		HOURS				
	Cost Center #	DESCRIPTION	REG	OT	REG	OT	REG	OT	REG	OT
Office	1121	Court	1.00	1.00	9.50	1.00	10.50	2.00	50.50	4.00
	1142	Clerical	27.00	4.00	32.00	3.50	59.00	7.50	220.75	36.50
	1162	Payroll	14.00	2.25	33.00	5.75	47.00	8.00	114.50	18.50
	1163	Purchasing	18.00	5.25	23.00	2.25	41.00	7.50	94.50	20.50
	1165	Accounting	34.00	0.50	50.00	0.25	84.00	0.75	248.25	6.00
	6121	Cashier & Collecting	145.00	16.25	184.25	16.50	329.25	32.75	969.50	89.75
			<i>Central Office Monthly Total</i>	239.00	29.25	331.75	29.25	570.75	58.50	1,698.00

Street	1311	Administrative - Street	14.50	2.00	18.50	2.50	33.00	4.50	133.00	8.75
	1312	Street Maintenance	117.50	1.50	86.50	1.50	204.00	3.00	266.00	6.50
	1313	Alley Maintenance	0.00	0.00	3.50	0.00	3.50	0.00	15.50	0.00
	1314	Parking Lots/Sidewalks	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	1315	Buildings/Grounds	1.00	0.00	2.00	0.00	3.00	0.00	27.50	0.00
	1316	Snow/Ice Removal	16.00	0.00	50.50	0.75	66.50	0.75	91.00	0.75
	1317	Pavement Markings	0.00	0.00	3.00	0.00	3.00	0.00	37.50	0.00
	1318	Culverts	17.50	1.00	111.00	0.00	128.50	1.00	323.00	3.00
	1319	Brush/Tree Control	25.50	2.50	0.00	0.00	25.50	2.50	38.00	9.00
	1331	Streets & Alleys; City Property	44.00	4.50	1.00	0.00	45.00	4.50	60.50	4.50
	2211	Cemetery	17.00	13.75	0.00	0.00	17.00	13.75	40.50	33.25
			<i>Street Department Monthly Total</i>	253.00	25.25	276.00	4.75	529.00	30.00	1,032.50

Water	3111	Administrative - Water	13.00	7.50	17.50	8.00	30.50	15.50	125.00	43.00
	3112	Customer Service - Water	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	3113	Water Wells - Maintenance	3.00	0.00	4.00	0.00	7.00	0.00	21.00	0.00
	3116	Water Service	88.00	12.00	118.50	3.50	206.50	15.50	619.00	34.00
	3117	Water Plant	63.00	0.00	106.00	2.00	169.00	2.00	466.00	2.00
	3119	Water Wells - Buildings/Grounds	2.00	0.00	0.00	0.00	2.00	0.00	8.00	0.00
	3121	Administrative - Sewer	0.00	0.00	0.00	0.00	0.00	0.00	2.00	2.00
	3123	Sewer	8.00	0.00	25.50	0.00	33.50	0.00	176.00	10.50
	3125	Lift Stations	12.00	0.00	20.00	0.00	32.00	0.00	110.00	0.00
	3127	Lagoons	4.00	0.00	14.00	0.00	18.00	0.00	121.00	0.00
	3128	Land Application	10.00	0.00	1.00	0.00	11.00	0.00	54.00	0.00
		<i>Water Department Monthly Total</i>	203.00	19.50	306.50	13.50	509.50	33.00	1,702.00	91.50

Electric	3131	Administrative - Electric	58.00	3.00	46.00	2.00	104.00	5.00	301.00	15.00
	3132	Customer Service - Electric	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	3133	Buildings/Grounds	19.00	7.50	31.00	6.00	50.00	13.50	125.00	37.50
	3134	Electric Distribution	130.00	10.00	274.00	8.00	404.00	18.00	970.25	47.50
	3138	Brush/Trees	86.50	0.00	11.50	0.00	98.00	0.00	433.00	1.25
	3139	Street Lights	7.00	2.00	16.00	0.00	23.00	2.00	104.00	2.00
		<i>Electric Department Monthly Total</i>	300.50	22.50	378.50	16.00	679.00	38.50	1,933.25	103.25

ACTIVITY REPORT

		Pay Date		Jun-15				FYTD TOTALS	
		06/05/15		06/19/15		JUN TOTAL HOURS			
		HOURS		HOURS		HOURS			
Cost Center #	DESCRIPTION	REG	OT	REG	OT	REG	OT	REG	OT
Sanitation	3322 Sanitation	204.50	14.50	207.00	4.25	411.50	18.75	1,246.25	88.00
	3323 Landfill	1.00	0.00	14.00	10.00	15.00	10.00	58.50	19.00
	<i>Sanitation Department Monthly Total</i>	205.50	14.50	221.00	14.25	426.50	28.75	1,304.75	107.00

Holiday/Sick/Vacation/Funeral		REG	OT	REG	OT	REG	OT	REG	OT
6111	Holiday	160.00	0.00	8.00	0.00	168.00	0.00	236.00	0.00
6112	Sick Time	16.50	0.00	17.25	0.00	33.75	0.00	171.50	0.00
6113	Vacation	65.50	0.00	4.50	0.00	70.00	0.00	266.25	0.00
6119	Funeral Leave	16.00	0.00	0.00	0.00	16.00	0.00	83.00	0.00
<i>Holiday/Sick/Vacation/Funeral Leave Monthly Total</i>		258.00	0.00	29.75	0.00	287.75	0.00	756.75	0.00

Equipment Use:		REG	OT	REG	OT	REG	OT	REG	OT
6212	Equipment/Vehicle Maintenance	0.00	0.50	26.50	0.50	26.50	1.00	251.00	7.50
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<i>Equipment Use Monthly Total</i>		0.00	0.50	26.50	0.50	26.50	1.00	251.00	7.50

Total Hours Worked	1,459.00	111.50	1,570.00	78.25	3,029.00	####	8,678.25	550.25
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Assistance For The Month (Hours are already included above)	Administration	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	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	16.00	0.00
	Electric Dept Assisted The Street Dept	0.00	0.00	0.00	0.00	0.00	0.00	29.00	0.00
	Electric Dept Assisted The Water Dept	0.00	0.00	0.00	0.00	0.00	0.00	28.00	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	0.50	0.00	7.50	0.00	8.00	0.00	37.00	0.00
	Street Dept Assisted The Park Dept	0.00	1.00	5.00	0.50	5.00	1.50	44.00	1.50
	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	0.00	0.00	0.00	0.00	9.00	0.00
	Water Dept Assisted The Electric Dept	0.00	0.00	0.00	0.00	0.00	0.00	3.50	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	14.00	0.00	0.00	0.00	14.00	0.00	16.00	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	14.50	1.00	12.50	0.50	27.00	1.50	182.50	1.50

WATER DEPARTMENT EQUIPMENT USE

		Jun-15		TOTAL ON EQUIPMENT	
EQUIPMENT USAGE	MILEAGE	HOURS	MILEAGE	HOURS	
# 3 1993 Ford F-700 Dump Truck	50		58198		
# 6 2006 Chev Silverado Pickup	972		89331		
# 19 2011 Chev Silverado Pickup	900		47044		
# 40 Sewer Machine		13		345	
# 42 1984 Homelite Trash Pump		0		1219	
# 74 Sewer Camera Van		41		2349	
# 82 1992 UMC Sewer Van	15		89288		
# 83 Vac Trailer (Feb 2013 Water Dept reporting now; not Elec Dept)		1		185	
# 87 2013 Chevy 1/2 Ton	1550		37436		
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		447.3		11.7	
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	Jun-15		May-15		
1. Monthly Well Water Processed (Raw Water #3, #4 & #6)		22,474,000		16,755,000	
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		22,474,000		16,755,000	
6. Average Daily Processed		749,133		540,484	
a. High Day Raw Water		919,000		828,000	
b. Low Day Raw Water		694,000		453,000	
7. Total Water Processed Apr 2014 - Mar 2015		33,560,400		31,313,000	
8. Finished Water to Towers for Month		16,444,000		13,865,000	
9. Finished Water to Towers Apr 2014 - Mar 2015		42,394,000		25,950,000	
NORTHEAST LAGOON PERFORMANCE	Jun-15		May-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		3,916,000		6,576,000	
9. Yearly Gallons Treated Apr 2014 - Mar 2015		10,492,000		6,576,000	
10. Monthly Irrigation Water Pumped		0		0	
11. Yearly Irrigation Water Pumped Apr 2014 - Mar 2015		0		0	
NORTHWEST LAGOON PERFORMANCE	Jun-15		May-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		2,927,000		0	
9. Yearly Gallons Treated Apr 2014 - Mar 2015		10,893,000		7,966,000	
10. Monthly Irrigation Water Pumped		0		0	
11. Yearly Irrigation Water Pumped Apr 2014 - Mar 2015		0		0	

STREET EQUIPMENT USE

	Jun-15		Apr 2015 - Mar 2016 Totals	
TRASH COLLECTED ON DAILY ROUTES (Pounds)	484,060		1,335,820	

	Jun-15		Apr 2014 - Mar 2015 Totals	
EQUIPMENT USE	MILEAGE	HOURS	MILEAGE	HOURS
#1 - 1989 John Deer 670B Motor Grader		2		2,999
#4 - 2002 Feightline Dump Truck	784		56,857	
#10 - 2008 1-Ton Chevrolet	330		33,362	
#13 - 2004 Freightliner Sanitation Truck	429		82,945	
#15 - 1990 Case Model 1550 Long Track Dozer		4		3,389
#18 - 2001 Dodge 2500 Pickup	139		73,023	
#20 - 1999 Case Loader 6T-590		0		7,615
#25 - 2010 Chevy Pickup Silverado	797		26,933	
#50 - 1997 Gilcrest Propaver		0		587
#76 - 2008 International Dump Truck	458		23,975	
#77 - 2013 International Dump Truck	0		11,456	
#81 - 2009 John Deere Tractor w/Mower		7		1,893
#85 - 1997 Ford Truck Street Sweeper		8		6,413
#89 - 2013 Freightline Trash Truck	1,037		28,373	
#90 - 2014 New Holland B95C Backhoe <i>Purchd Feb 2014</i>		28		274
#91 - 2015 Chevy 3/4 Ton Pickup <i>Purchd 05/21/2014</i>	480		3,145	
#123 - 2015 John deere 524 Wheel Loader <i>Purchd 04/20/2015</i>		39	62	

ELECTRIC EQUIPMENT USE

EQUIPMENT USE	Jun-15		APR 2015 - MAR 2016 TOTALS	
	MILEAGE	HOURS	MILEAGE	HOURS
#26 - 2003 International/Altec Digger Derrick		36.0		3,878.0
#27 - 2009 Ford F-550 w/Altec AT40M Aerial Lift Device		89.0		3,749.0
#29 - 2001 Ford Altec (+51 hr)		66.0		5,876.0
#32 - 2006 Chev Silverado Truck	32		59,978.0	
#34 - 2000 Chevrolet 1 Ton Truck (+200 mi)	142		70,242.0	
#38 - 2010 Chevy Pickup 3/4-Ton w/Tool Bed	595		34,710.0	
#75 - 2008 Kubota Mini Ex		28.0		1,582.0
#84 - 2011 Bobcat A770		12.0		853.0
#88 - 2012 Altec DC1317 Series Chipper		36.0		311.0

ACCOUNTS PAYABLE OVER \$1250**JULY 20, 2014**

Ameren (Transmission Charges)	\$21,531.29
BHMG (Touchscreen/ Programing)	\$2,108.92
Blu Tower (Electric Dept. Supplies)	\$2,207.40
Charter (Internet)	\$1,331.59
City of Columbia (Landfill Charges)	\$9,061.00
H & R Russell Entr (Cemetery Mowing)	\$2,375.00
Huber & Associates (Enterpol)	\$5,800.00
Illinois Power Marketing (Wholesale Electric)	\$133,732.84
ITP (Parts / Repairs Units 13 & 89)	\$3,909.05
LaCrosse Lumber (July 2015 Statement)	\$2,163.29
MFA Oil (Fuel)	\$7,701.68
MISO	\$2,327.28
MJMEUC (Prairie State Charges)	\$80,956.78
T & R Electric (Elec Dept. Supplies)	\$18,895.12
UMB (MAMU (Substation)	\$12,590.49
VFW (Flags)	\$2,829.05
Warren County Concrete (Concrete Rep Central St)	\$3,480.08
Wilkerson Bro Quarry (Rock)	\$3,351.49
Williams Keepers (Audit)	\$2,400.00
TOTAL	\$318,752.35

ADDED TODAY

Boone Electric (July Statement)	\$1,863.56
City of Columbia (Landfill charges)	\$9,923.23
Hydra Stop (Install Valve Unit)	\$39,794.00
Midwest Meter (Saddles / Valves)	\$3,127.82
MSHP Info Tech (Mules 3 Months)	\$1,620.00
Taser Int (Taser \$899.95)	\$1,362.88
TOTAL:	\$57,691.49

GRAND TOTAL**\$376,443.84**

From: Matt Harline, City Administrator
To: Planning & Zoning Commission
CC: Merritt Beck, City Attorney
Date: July 17, 2015
Re: General Meeting Notes



The Planning and Zoning Commission meeting.

Item IV. Proposed change to M-1 Zoning height restrictions

MFA has submitted a building permit application to the City for a new grain elevator that would be 142 feet tall and will be submitting applications for two additional structures. Strictly interpreting the law I probably should have rejected MFA's permit based on the height even though it is a permitted use in the M-1 district. However, a quick survey of several other nearby cities suggested that our ordinance may be considered overly strict. Therefore, I have allowed MFA to proceed, with the hope that this Commission and the Board of Alderman will see their way to allow for specific exceptions to the height restrictions in M-1.

Section 31-30 Subsection A. of the Centralia City Code reads:

In District "M-1", the height of buildings and minimum dimensions of lots and yards shall be as follows:

"A. Height. Buildings or structures shall not exceed one hundred (100) feet or eight (8) stories in height."

Section 31-45 reads Subsection C reads:

"C. Parapet walls shall not extend more than six (6) feet above the height limit. Flagpoles, chimneys, cooling towers, electric display signs, elevator bulkheads, penthouses, finials, gas tanks, grain elevators, stacks, storage towers, radio towers, ornamental towers, monuments, cupolas, domes, spires, standpipes and necessary mechanical appurtenances may be erected as to height in accordance with existing or hereafter adopted laws or ordinances of the City."

M-1 is the least restrictive district and this is the only place such a structure could be built. The existing MFA grain elevator is over 100 feet tall as well. Based on discussion with MFA, I believe was built before the zoning code was adopted in 1961. However, as a legal non-conforming use, it might not be possible to build the structure back if it was damaged somehow.

A collection of excerpts from other cities' codes regarding the M-1 zoning district (or the equivalent) are included below. Columbia places no restriction on the height of structures in M-1.

Mexico:

Sec. 15-392. - Buildings and structures to which height limitations not applicable.

The height limitations of this chapter shall not apply to:

- | | | |
|--------------------|--|---------------------------|
| (1) Church spires; | (7) Stage towers or scenery lofts; | (11) Chimneys; |
| (2) Belfries; | (8) Cooling towers; | (12) Elevator bulkheads; |
| (3) Monuments; | (9) Ornamental towers and spires; | (13) Smoke stacks; |
| (4) Water towers; | (10) Radio and television towers, antennas or aerials; | (14) Grain elevators; and |
| (5) Tanks; | | (15) Flag poles. |
| (6) Fire towers; | | |

Moberly:

Sec. 27. - Height regulations.

Chimneys, cooling towers, elevator head houses, fire towers, grain elevators, monuments, stacks, stage towers, or scenery lofts, tanks, water towers, ornamental towers, spires, church steeples, and necessary mechanical appurtenances, usually required to be placed above the roof level and not intended for human occupancy, are not subject to the height limitations contained in the district regulations. In all planned districts, one (1) additional foot of height above the specified height limitation shall be permitted for each foot of additional yard provided over the minimum requirement on all sides of the lot.

Fulton

Sec. 5. - Height regulations.

(A) Maximum height. Maximum height limits established for buildings and structures not otherwise specified are as follows:

- (1) Thirty-five (35) feet in Residential Districts.
- (2) Forty-five (45) feet in Commercial and Industrial Districts.

(B) Exceptions. The above height limits may be exceeded in the following instances:

- (1) Public, semi-public or public service buildings, hospitals, institutions, agricultural buildings, or schools, when permitted in a district, may be erected to a height not exceeding one hundred ten (110) feet, and churches and temples may be erected to a height not exceeding seventy-five (75) feet, if the building is set back from each yard line at least one (1) foot for each foot of additional building height above the height limit otherwise permitted in the district in which the building is built.
- (2) Television and radio towers, church spires, belfries, monuments, tanks, water and fire towers, stage towers or scenery lofts, cooling towers, ornamental towers and spires, chimneys, elevator bulkheads, stacked, conveyors and flag poles may be erected to such height as may be authorized by the council.

Harrisonville:

A. In District "M-2", the height of buildings, the minimum dimension of lot and yards shall be as follows:

- 1. Height. Buildings or structures shall not exceed one hundred fifty (150) feet in height.
- 2. Front yard. There shall be a front yard of not less than twenty-five (25) feet.

3. Side yards. A side yard shall be provided on each side of a building or unit group of buildings of not less than ten (10) feet.

4. Rear yard. There shall be a rear yard of not less than twenty (20) feet

Sedalia:

(d) Density. In district A, there shall be a maximum area density of five percent of the land area being covered by buildings or structures.

(1) Area. All lots or parcels shall contain a minimum area of five acres.

(2) Height. No height restriction (except as prescribed by Federal Aviation Agency of the United States).

(3) Front yards. Any building hereinafter constructed shall provide for a front yard having a minimum depth of at least 80 feet from the centerline of the traveled road. Corner lots shall provide such setback for both roads.

(4) Side and rear yards. Side and rear yards shall be a minimum of 50 feet.

Proposed language:

Option A: Amend Article XII: Height, Yard and Area Exceptions and Additional Regulations; Section 31-45:

Parapet walls shall not extend more than six (6) feet above the height limit **in any given zoning district**. Flagpoles, chimneys, cooling towers, electric display signs, elevator bulkheads, penthouses, finials, gas tanks, grain elevators, stacks, storage towers, radio towers, ornamental towers, monuments, cupolas, domes, spires, standpipes and necessary mechanical appurtenances ~~may be erected as to height in accordance with existing or hereafter adopted laws or ordinances of the City~~ **are exempt from height restrictions**.

Option B: Amend Article VII: "M-1" Industrial District:

A. Height. ~~Buildings or structures shall not exceed one hundred (100) feet or eight (8) stories in height.~~ **No height restriction in M-1 Zone.**

B. Rear Yards. Same as District "B-1".

C. Front Yards. Same as District "B-1". (Yard Exceptions).

D. Side Yards. Same as District "B-1".

Matt



CHAMBER BOARD MEETING
TUESDAY, JULY 14
AGENDA
12:00

REGULAR MEETING

- Financial & Directors Reports & Membership Report
- Review of Minutes for April
- Anchor Festival P & L (available at the meeting)
- Facebook Policy regarding sharing Chamber member or business posts
- Christmas Plans
- BBQ update
- Other Business
-

ASSETS AS OF JULY 1, 2015

	Chamber Accounts	Anchor Fest Accounts	Kops for Kids
Checking	\$ 30,811.79	\$67,420.20	\$1,100.82
CD's	\$	\$11,714.44 (1)	
Martinsburg-BBQ	\$ 5,073.56		
Totals	\$35,885.35	\$79,134.64	\$ 1,100.82
GRAND TOTAL\$116,120.81			

MEMBERSHIP SUMMARY

Anniversary Months	No. from Renewals 14-15		New Members	New Business
January	1	1		
February	5	5	1	
March	4	4	2	
April	5	5		
May	2	2		
June	3	3		
July	6	4	3	
August	11	11		
September	12	12		
October	13	13		
November	8	8		
December	3	3		
Total Current Membership---77				

MINUTES OF BOARD OF DIRECTORS MEETING

June 9, 2015

The following board members were present Neva Wilkerson, Jeff Grimes, Gretchen Spires, Don Bormann, Teri Evans, Amy Byergo. Chamber members Linda Bormann and Brandon Hardin. Ex Officio member Ginny Zoellers.

The board worked from a prepared list of events and items related to Anchor Festival. Not all items on the list were discussed.

Ideas suggested no formal action was taken on these items.

- The Canopy over the stage will at some point need to be replaced. It was suggested that conversations should be considered with Rodgers Rental for options available to us for a new stage, canopy or combination set up.
- Is the handicapped parking available at the post office?
- Porta potties need to be gone by 8:00 a.m. Tuesday after AF.
- Could the porta potties be moved to the other end of Friendships parking lot?
- Could the crafts be expanded to include crafters on Allen Street or down at Jaycee Park or the City Parking Lot for Saturday only.
- Hubbell displays could be set up down Allen Street in front of the businesses to entice people to go down Allen Street. Include museum information along with the Hubbell displays.
- Could we put food trucks on Allen St.
- Could we Allow a 2nd Kettlecorn vendor
- Sunday entertainment needs a committee or individuals to work with the Sunday band so that all their needs are met without distraction from other issues during AF.
- The Sunday service does not appear to be a ministerial alliance service with all churches participating. It seems to be passed around from one church to another.
- Determined that crafters that require a city business license to sell will need to pay the mercantile fees.
- Entry fee for the car show should be raised.
- Car show participants will be banned from selling products from their spot. Only those paying a vendor fee will be allowed to sell.
- Parade starting early at 6:30 this year worked well. We will adjust for that in our schedule.
- People liked the Air Force Band and would like to have them back again.
- Grady Frazier was suggested for the Sunday entertainment.
- Booth refunds will be based on a percentage of return of booth fees. Before a certain date 50% and after 0% except in case of a real emergency.

The Women's Network agreed to continue working with the Advanced Tickets and instead of them paying a portion of insurance and dues they will forego the \$300 paid to the group selling advanced tickets.

7/7/2015

Itemized Categories - Jun 2015
6/1/2015 through 6/30/2015

Date	Account	Num	Description	Memo	Tag	Clr	Amount
INCOME							531.27
	Dues Income						519.00
	Misc. Income						12.27
EXPENSES							-736.24
	Electrical						-32.85
	Gas						-18.27
	Misc. Expenses						-50.00
	Office Expense						-71.99
	Rent						-360.00
	Telephone						-203.13
OVERALL TOTAL							-204.97

Proposed 2016 Fiscal Year Budget April 1-March 31

Categories	Budget	Total Income	Difference
Anchor Festival Income			0
Booths	\$ 14,300.00	14407.42	\$ (107.42)
Carnival	\$ 134,000.00	131515.76	\$ 2,484.24
Special Events	\$ 5,000.00	5576	\$ (576.00)
Health Dept Fee	\$ 650.00	0	\$ 650.00
Sponsorship	\$ 6,000.00	3900	\$ 2,100.00
Total Income	\$ 159,950.00	155399.18	\$ 4,550.82

Anchor Festival Expense	Budget	Total Expense	Difference
Advertising	\$ 7,000.00	6952	\$ 48.00
Food Vouchers	\$ 200.00	152	\$ 48.00
Health Dept. Fee	\$ 570.00	600	\$ (30.00)
Misc. Expenses	\$ 3,000.00	4511.9	\$ (1,511.90)
Printing	\$ 4,500.00	5088.06	\$ (588.06)
Bank Charges	\$ 80.00	0	\$ 80.00
Carnival Expenses	\$ 96,878.00	96343.4	\$ 534.60
Entertainment	\$ 15,500.00	17069.16	\$ (1,569.16)
Insurance	\$ 1,500.00	0	\$ 1,500.00
Souv.-Awards	\$ 2,200.00	2073.9	\$ 126.10
Scholarship	\$ 2,000.00	0	\$ 2,000.00
Electrical	\$ -	0	\$ -
Meetings	\$ 775.00	0	\$ 775.00
Membership	\$ 65.00	0	\$ 65.00
Total Expense	\$ 134,268.00	132790.42	\$ 1,477.58

Chamber Income	Budget	Total Income	Difference
			\$ -
Dues Income	\$ 6,200.00	1214	\$ 4,986.00
E.D. Donations	\$ 6,750.00	0	\$ 6,750.00
Meeting Income	\$ 2,500.00	1423	\$ 1,077.00
Misc. Income	\$ 400.00	12.27	\$ 387.73
Ornament Receipts	\$ 10.00	0	\$ 10.00

Coop Advertising	\$ 1,600.00	0	\$ 400.00
Total Income	\$ 17,460.00	0	\$ 17,460.00

	Budget		Difference
Chamber Expense		60	\$ 3,540.00
Advertising	\$ 3,600.00	0	\$ 300.00
Christmas Expense	\$ 300.00	0	\$ -
Donation	\$ -	0	\$ 764.80
DSL	\$ 764.80	70.33	\$ 471.24
Electric	\$ 541.57	57.35	\$ 502.65
Gas	\$ 560.00	0	\$ 2,700.00
Insurance	\$ 2,700.00	949	\$ 1,051.00
Meeting Expense	\$ 2,000.00	0	\$ 225.00
Membership	\$ 225.00	67.33	\$ 2,262.18
Misc. Expenses	\$ 2,329.51	71.99	\$ 628.01
Office Equipment and Supplies	\$ 700.00	697.77	\$ 2,302.23
Taxes	\$ 3,000.00	147	\$ 153.00
Postage	\$ 300.00	736.05	\$ 263.95
Printing	\$ 1,000.00	160	\$ 1,620.00
Rent-Storage	\$ 1,620.00	200	\$ 2,200.00
Rent-Office	\$ 2,400.00	955.69	\$ 12,994.31
Salaries-Gross	\$ 13,950.00	0	\$ 100.00
Signage	\$ 100.00	1993.95	\$ (1,393.95)
Souv.-Awards	\$ 600.00	203.13	\$ 4,086.87
Christmas Decorations	\$ 4,290.00	202.71	\$ 1,797.29
Telephone	\$ 2,000.00	0	\$ 200.00
Web Page	\$ 200.00	0	\$ 500.00
Purchase with a Purpose	\$ 500.00	0	\$ 37,268.58
	\$ 43,680.88		

	Budget		Difference
BBQ Income		295	\$ 5,831.00
All Entries	\$ 6,126.00	0	\$ 1,000.00
Raffle	\$ 1,000.00	0	\$ -
Misc. Income	\$ -	0	\$ 125.00
Vendor	\$ 125.00	0	\$ -
Auction	\$ -	0	\$ 5,075.00
Sponsorship	\$ 5,075.00	0	\$ 12,031.00
	\$ 12,326.00		

	Budget	Difference
BBQ Expense		
Advertising	\$ 1,100.00	0 \$ 1,100.00
Entertainment	\$ 1,500.00	0 \$ 1,500.00
KCBS Fees	\$ 1,300.00	0 \$ 1,300.00
Misc. Expense	\$ 200.00	0 \$ 200.00
Porta Potties	\$ 345.00	0 \$ 345.00
Printing	\$ 1,000.00	0 \$ 1,000.00
Awards	\$ 6,000.00	0 \$ 6,000.00
Raffle	\$ 200.00	0 \$ 200.00
	\$ 11,645.00	0 \$ 11,645.00

BILL NO. _____

ORDINANCE NO. _____

A BILL TO CREATE AN ORDINANCE ENTITLED:

"AN ORDINANCE TO AMEND SECTION 31-45 OF THE CENTRALIA CITY CODE TO ALLOW FOR AN EXCEPTION TO THE ZONING CODE AS IT RELATES TO HEIGHT RESTRICTIONS FOR CERTAIN STRUCTURES OR APPURTENANCES."

WHEREAS, the City of Centralia Planning and Zoning Commission, after consideration on June 11, 2015 voted by a vote of 8 to 0 to recommend to the Board of Aldermen, in accordance with Section 31-7 of the Centralia City Code, that Subsection C of Section 31-45 of the Centralia City Code be amended to define exceptions to the height limits.; and

WHEREAS, in accordance with Section 31-9 of the Centralia City Code, notice of a public hearing regarding the proposed amendment to Subsection C of Section 31-45 of the Centralia City Code was given by the Board of Aldermen, stating that a hearing would be held on July 20, 2013 at 7:00 p.m. in the Council Chambers of the Centralia City Hall, said notice having been published in the July 1, 2016 issue of the Centralia Fireside Guard, a weekly newspaper of general circulation in Centralia, Missouri; and

WHEREAS, a public hearing was held at 7:00 p.m. on July 20, 2015 in the City Hall Council Chambers in Centralia, Missouri, by the Board of Aldermen, at which hearing all parties in interest and citizens were given an opportunity to be heard in relation to the recommended amendment; and

WHEREAS, the Board of Aldermen of the City of Centralia, Missouri, has determined that the amendment to Subsection C of Section 31-45 of the Centralia City Code is in the best interest of the City

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

SECTION 1. Subsection C of Section 31-45 of the Centralia City Code is hereby changed, altered and amended to read as follows:

C. Parapet walls shall not extend more than six (6) feet above the height limit in any given zoning district. Flagpoles, chimneys, cooling towers, elevator bulkheads, penthouses, finials, gas tanks, grain elevators, stacks, storage towers, radio towers, ornamental towers, monuments, cupolas, domes, spires, standpipes and necessary mechanical appurtenances are exempt from height restrictions.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

PASSED this 20th day of July, 2015.

Mayor

ATTEST:

City Clerk

This ordinance approved by the Mayor this 20th day of July, 2015.

Mayor

ATTEST:

City Clerk

G:\Meetings\03 - Board of Aldermen\2015 - 2016\7-20-2015\ORD-Amend 31-45 Height.docx



Ace Pipe Cleaning, Inc.

Kansas City, Ft. Worth, Tulsa, St. Louis, Hayden AZ

The Environmental Protection Specialist

4000 Truman Road
Kansas City, Missouri 64127
Tel: (816) 241-2891
Fax: (816) 241-5054
Watts: (800) 325-9372

CONTRACT PROPOSAL

Date: 2/23/15

City of Centralia, MO.
114 S Rollins, Centralia, MO 65240
Attn: Phil Hoffman
Ph: (573) 682-2137
Email: publicworks@centraliamo.org

Proposal #: **PROP15-098** for Pipe Rehabilitation

1. **PROJECT DESCRIPTION:**

Gano-Chance Drive - Trenchless Storm Pipe Rehabilitation – Centralia, Missouri

2. **SCOPE OF WORK:**

Ace Pipe Cleaning, Inc. (“Ace”) will provide the labor, equipment, material, and supplies for pipe rehabilitation on the Project in accordance with this Proposal (the “Work”), and will include the following:

This proposal includes the Cementitious Pipe Rehabilitation of approximately 69 LF of 28” by 42” storm pipe located on Gano-Chance Drive in Centralia MO using the Centri-Pipe system and PL-8000 material at a average thickness of 1 ½ ” to restore deteriorated areas of pipe and provide a structural liner.

3. **PRICING AND PAYMENT:**

Description	QTY	Unit	Unit Price	Total
Pipe Lining	1	lump sum	\$ 34,300.00	\$ 34,300.00
Mobilization	1	lump sum	\$ 2,500.00	\$ 2,500.00
Total Estimated Price				\$ 36,800.00

Payment shall be due Net 30 days from Ace’s invoice date.

4. **SCHEDULE:** Work is weather permitting. If accepted please contact to discuss possible installation dates.

5. **CLARIFICATIONS/ASSUMPTIONS; TERMS & CONDITIONS:**

The Clarifications/Assumptions are part of this Proposal. Ace’s Terms and Conditions are attached and are incorporated into and part of this Proposal. Please review the Clarifications/Assumptions and Ace’s Terms and Conditions carefully. The pricing is based upon Customer’s acceptance of Ace’s Clarifications/Assumptions and Terms and Conditions. This Proposal represents our complete offering. If there are any conflicts between Customer’s requirements or plans and specifications and this Proposal, this Proposal shall govern.

PREVAILING WAGE? YES x NO
If yes, please provide Wage Determination.

TAX EXEMPT? YES x NO
If yes, please provide Tax Exemption Certificate.

ACE PIPE CLEANING, INC.	ACCEPTED by CUSTOMER:
Signed: <u>Bryan Dobson</u> Date <u>2/23/15</u> Title: <u>Operations Manager</u>	Signed: _____ Date _____ Title: _____

CLARIFICATIONS / ASSUMPTIONS

All pricing is conditioned upon the Clarifications/Assumptions listed below.

1. CLARIFICATIONS:

- a. The Proposal excludes any sales or use or other similar taxes. If the Project is tax exempt, Customer shall provide Ace the appropriate documentation.
- b. Except as otherwise stated herein, the Proposal does not include payment of prevailing wages or certified payroll reporting. If payment of prevailing wages or submission of certified payroll reports is required, Owner shall provide a wage determination sheet and/or certified payroll instructions.
- c. Except as otherwise stated herein, the Proposal does not include by-pass pumping.
- d. The quoted price is based on dry pipe with no infiltration.
- e. Any corrections, repairs, or extractions required due to existing structural defects or failures are excluded from the Work.

2. ASSUMPTIONS:

- a. Customer will provide free access to the work site which will be adequate for Ace's equipment and will be at least 50 feet from the pipe opening. Ace reserves the right to charge Customer if additional mobilizations are required if access is not available.
- b. Customer will coordinate the Work with any private property owners.
- c. Customer will provide disposal site.
- d. Customer will provide water for cleaning and access to hydrant and hydrant meter.
- e. Pricing is subject to change 90 days from the date of the proposal.
- f. There are no hazardous materials present in the project area.

Terms and Conditions

1. **General Conditions:** These general terms and conditions are incorporated by reference into the proposal and are part of the Agreement under which services are to be performed by the Contractor for the Customer. Customer's signature and return of the proposal as presented, or Customer's authorization of Contractor to commence the work, shall constitute acceptance of all of its terms and conditions.

2. **Warranty:** Contractor warrants that its work will be free from defects caused by faulty workmanship for a period of twelve months after substantial completion of the work. Any warranty claim must be presented in writing to Contractor within 12 months after the substantial completion of Contractor's work, or the claim shall be waived.

3. **Terms of Payment:** Payments are due within thirty days from the submission to Customer of an invoice. A "late payment" charge of one and one-half percent (1½ %) per month or the maximum legal interest rate, whichever is greater, will be made on all monies past due and shall be paid immediately.

4. **Customer Responsibilities:** Customer will provide mechanical services. Operation and control of Customer's equipment is the Customer's responsibility. If Contractor's work is interrupted due to circumstances caused or allowed by Customer and of which Contractor was not apprised prior to starting the work, an hourly fee will be charged.

5. **Pre-existing Conditions:** The Contractor is not responsible for liability, loss or expense (including damage caused by the backup of basement sewers) caused by pre-existing conditions, including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of the Contractor's work. Customer is responsible for loss of service equipment caused by the pre-existing condition at the job site.

6. **Environmental Conditions:** The debris is represented to Contractor to be non-hazardous, requiring no manifesting or special permitting. The Customer will be responsible for any additional costs or claims associated with the treatment, storage, disposal of the removed debris, or breach of the above representation, at any time during or after the completion of this project. Notwithstanding anything herein to the contrary, when the Work includes removal of industrial waste, Customer represents and warrants it holds clear title to all waste debris or other materials Contractor may handle, process or transport and Customer agrees to supply all necessary manifests or permits and Customer shall indemnify Contractor for liability, loss and expense caused by discharge, escape, release of liquids, gases or any other material contaminant or pollutant into the atmosphere or into or onto land, water or property, except to the extent such liability, loss and expense is caused by Contractor's negligence.

7. **Indemnification:** The Customer and Contractor will each indemnify the other in proportion to relative fault for liability, loss and expense incurred by the other party resulting from a negligent act or omission in performance of work under this Agreement. The Customer also will indemnify Contractor for liability, loss and expense resulting from Contractor services if the Contractor is acting at the direction or instruction of the Customer, or where the primary cause of any damages is due to information provided by the Customer. Where the Customer provides labor for the Contractor, the Customer will indemnify the Contractor for liability, loss or expense for work related injuries to those laborers not provided by the Contractor.

8. **Entire Agreement:** This proposal together with any written documents which may be incorporated by specific references herein, constitutes the entire agreement between the parties and supersedes all previous communications between them, either oral or written. The

waiver by Contractor of any term, condition or provision herein stated shall not be construed to be a waiver of any other term, condition or provision hereof.

9. **Performance Dates:** The performance schedule, if stated in the proposal, is approximate and is not guaranteed by Contractor. Contractor shall not be liable for delays in the progress of the Work due to acts of government, acts of God, adverse weather, war, riot, labor disputes, civil insurrection or any other causes beyond Contractor's reasonable control, and the date of performance shall be adjusted for any such delays. Further, Contractor shall not be responsible for delays in the project caused by the failure of material/equipment suppliers to deliver material, equipment or services in the time and manner agreed upon or in the time and manner anticipated.

10. **Scope Limitations:** Any material, equipment, structure or service item that is not explicitly a part of this Contract is specifically excluded from Contractor's Work.

11. **Contract Amendments:** The following contract amendment procedure is to be used for work performed for the Customer by Contractor, which is beyond the scope of the proposal. (a) As change order items are identified and before any work is done, Contractor and the Customer will review and agree on the work to be performed; (b) A contract amendment or change order will be completed with regard to scope and price and any schedule impact. All parties involved will sign the contract amendment or change order; and (c) Contractor will perform the work and bill the Customer. For time and materials work, back-up documentation will be provided.

12. **Limitation of Liability:** In no event shall Contractor be liable for any indirect, special or consequential loss or damage arising out of any work performed for Customer. To the fullest extent permitted by law, the total liability, in the aggregate, of Contractor to Customer or anyone claiming by or through Customer, for any and all liabilities, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Contractor's services, the Project, or the Proposal, from any cause or causes whatsoever, including without limitation, negligence, strict liability, indemnity, warranty, or breach of contract, shall not exceed the Contract Amount. The Contractor is not responsible for the rendering of or failure to render architectural, engineering or surveying professional services.

13. **Attorney's Fees:** The prevailing party in any dispute between Contractor and Customer shall be entitled to receive attorneys' fees, court costs and other legal fees from the non-prevailing party. Ace shall be entitled to collect reasonable attorney's fees incurred to collect any "late payments".

14. NOTICE TO OWNER FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.



Ace Pipe Cleaning, Inc.

Kansas City, Ft. Worth, Tulsa, St. Louis, Hayden AZ

The Environmental Protection Specialist

4000 Truman Road
Kansas City, Missouri 64127
Tel: (816) 241-2891
Fax: (816) 241-5054
Watts: (800) 325-9372

CONTRACT PROPOSAL

Date: 2/23/15

City of Centralia, MO.
114 S Rollins, Centralia, MO 65240
Attn: Phil Hoffman
Ph: (573) 682-2137
Email: publicworks@centraliamo.org

Proposal #: PROP15-097 for Pipe Rehabilitation

1. PROJECT DESCRIPTION:

Route Z/Jefferson - Trenchless Storm Pipe Rehabilitation – Centralia, Missouri

2. SCOPE OF WORK:

Ace Pipe Cleaning, Inc. (“Ace”) will provide the labor, equipment, material, and supplies for pipe rehabilitation on the Project in accordance with this Proposal (the “Work”), and will include the following:

This proposal includes the Cementitious Pipe Rehabilitation of approximately 39 LF of 36” by 72” storm pipe located on Route Z/Jefferson in Centralia, MO using the Centri-Pipe system and PL-8000 material at a average thickness of 2” to restore deteriorated areas of pipe and provide a structural liner.

3. PRICING AND PAYMENT:

Description	QTY	Unit	Unit Price	Total
Pipe Lining	1	lump sum	\$ 29,200.00	\$ 29,200.00
Mobilization	1	lump sum	\$ 2,500.00	\$ 2,500.00
Total Estimated Price				\$ 31,700.00

Payment shall be due Net 30 days from Ace’s invoice date.

4. SCHEDULE: Work is weather permitting. If accepted please contact to discuss possible installation dates.

5. CLARIFICATIONS/ASSUMPTIONS; TERMS & CONDITIONS:

The Clarifications/Assumptions are part of this Proposal. Ace’s Terms and Conditions are attached and are incorporated into and part of this Proposal. Please review the Clarifications/Assumptions and Ace’s Terms and Conditions carefully. The pricing is based upon Customer’s acceptance of Ace’s Clarifications/Assumptions and Terms and Conditions. This Proposal represents our complete offering. If there are any conflicts between Customer’s requirements or plans and specifications and this Proposal, this Proposal shall govern.

PREVAILING WAGE? YES x NO
If yes, please provide Wage Determination.

TAX EXEMPT? YES x NO
If yes, please provide Tax Exemption Certificate.

ACE PIPE CLEANING, INC.	ACCEPTED by CUSTOMER:
Signed: <u>Bryan Dobson</u> Date <u>2/23/15</u> Title: <u>Operations Manager</u>	Signed: _____ Date _____ Title: _____

CLARIFICATIONS / ASSUMPTIONS

All pricing is conditioned upon the Clarifications/Assumptions listed below.

1. CLARIFICATIONS:

- a. The Proposal excludes any sales or use or other similar taxes. If the Project is tax exempt, Customer shall provide Ace the appropriate documentation.
- b. Except as otherwise stated herein, the Proposal does not include payment of prevailing wages or certified payroll reporting. If payment of prevailing wages or submission of certified payroll reports is required, Owner shall provide a wage determination sheet and/or certified payroll instructions.
- c. Except as otherwise stated herein, the Proposal does not include by-pass pumping.
- d. The quoted price is based on dry pipe with no infiltration.
- e. Any corrections, repairs, or extractions required due to existing structural defects or failures are excluded from the Work.

2. ASSUMPTIONS:

- a. Customer will provide free access to the work site which will be adequate for Ace's equipment and will be at least 50 feet from the pipe opening. Ace reserves the right to charge Customer if additional mobilizations are required if access is not available.
- b. Customer will coordinate the Work with any private property owners.
- c. Customer will provide disposal site.
- d. Customer will provide water for cleaning and access to hydrant and hydrant meter.
- e. Pricing is subject to change 90 days from the date of the proposal.
- f. There are no hazardous materials present in the project area.

Terms and Conditions

1. **General Conditions:** These general terms and conditions are incorporated by reference into the proposal and are part of the Agreement under which services are to be performed by the Contractor for the Customer. Customer's signature and return of the proposal as presented, or Customer's authorization of Contractor to commence the work, shall constitute acceptance of all of its terms and conditions.

2. **Warranty:** Contractor warrants that its work will be free from defects caused by faulty workmanship for a period of twelve months after substantial completion of the work. Any warranty claim must be presented in writing to Contractor within 12 months after the substantial completion of Contractor's work, or the claim shall be waived.

3. **Terms of Payment:** Payments are due within thirty days from the submission to Customer of an invoice. A "late payment" charge of one and one-half percent (1½ %) per month or the maximum legal interest rate, whichever is greater, will be made on all monies past due and shall be paid immediately.

4. **Customer Responsibilities:** Customer will provide mechanical services. Operation and control of Customer's equipment is the Customer's responsibility. If Contractor's work is interrupted due to circumstances caused or allowed by Customer and of which Contractor was not apprised prior to starting the work, an hourly fee will be charged.

5. **Pre-existing Conditions:** The Contractor is not responsible for liability, loss or expense (including damage caused by the backup of basement sewers) caused by pre-existing conditions, including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of the Contractor's work. Customer is responsible for loss of service equipment caused by the pre-existing condition at the job site.

6. **Environmental Conditions:** The debris is represented to Contractor to be non-hazardous, requiring no manifesting or special permitting. The Customer will be responsible for any additional costs or claims associated with the treatment, storage, disposal of the removed debris, or breach of the above representation, at any time during or after the completion of this project. Notwithstanding anything herein to the contrary, when the Work includes removal of industrial waste, Customer represents and warrants it holds clear title to all waste debris or other materials Contractor may handle, process or transport and Customer agrees to supply all necessary manifests or permits and Customer shall indemnify Contractor for liability, loss and expense caused by discharge, escape, release of liquids, gases or any other material contaminant or pollutant into the atmosphere or into or onto land, water or property, except to the extent such liability, loss and expense is caused by Contractor's negligence.

7. **Indemnification:** The Customer and Contractor will each indemnify the other in proportion to relative fault for liability, loss and expense incurred by the other party resulting from a negligent act or omission in performance of work under this Agreement. The Customer also will indemnify Contractor for liability, loss and expense resulting from Contractor services if the Contractor is acting at the direction or instruction of the Customer, or where the primary cause of any damages is due to information provided by the Customer. Where the Customer provides labor for the Contractor, the Customer will indemnify the Contractor for liability, loss or expense for work related injuries to those laborers not provided by the Contractor.

8. **Entire Agreement:** This proposal together with any written documents which may be incorporated by specific references herein, constitutes the entire agreement between the parties and supersedes all previous communications between them, either oral or written. The

waiver by Contractor of any term, condition or provision herein stated shall not be construed to be a waiver of any other term, condition or provision hereof.

9. **Performance Dates:** The performance schedule, if stated in the proposal, is approximate and is not guaranteed by Contractor. Contractor shall not be liable for delays in the progress of the Work due to acts of government, acts of God, adverse weather, war, riot, labor disputes, civil insurrection or any other causes beyond Contractor's reasonable control, and the date of performance shall be adjusted for any such delays. Further, Contractor shall not be responsible for delays in the project caused by the failure of material/equipment suppliers to deliver material, equipment or services in the time and manner agreed upon or in the time and manner anticipated.

10. **Scope Limitations:** Any material, equipment, structure or service item that is not explicitly a part of this Contract is specifically excluded from Contractor's Work.

11. **Contract Amendments:** The following contract amendment procedure is to be used for work performed for the Customer by Contractor, which is beyond the scope of the proposal. (a) As change order items are identified and before any work is done, Contractor and the Customer will review and agree on the work to be performed; (b) A contract amendment or change order will be completed with regard to scope and price and any schedule impact. All parties involved will sign the contract amendment or change order; and (c) Contractor will perform the work and bill the Customer. For time and materials work, back-up documentation will be provided.

12. **Limitation of Liability:** In no event shall Contractor be liable for any indirect, special or consequential loss or damage arising out of any work performed for Customer. To the fullest extent permitted by law, the total liability, in the aggregate, of Contractor to Customer or anyone claiming by or through Customer, for any and all liabilities, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Contractor's services, the Project, or the Proposal, from any cause or causes whatsoever, including without limitation, negligence, strict liability, indemnity, warranty, or breach of contract, shall not exceed the Contract Amount. The Contractor is not responsible for the rendering of or failure to render architectural, engineering or surveying professional services.

13. **Attorney's Fees:** The prevailing party in any dispute between Contractor and Customer shall be entitled to receive attorneys' fees, court costs and other legal fees from the non-prevailing party. Ace shall be entitled to collect reasonable attorney's fees incurred to collect any "late payments".

14. NOTICE TO OWNER FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

From: Matt Harline, City Administrator

To: Mayor and Board of Alderman

Cc: City Attorney and City Clerk

Date: July 17, 2015

Re: Lease Purchase of "Mini-Pumper" Fire Apparatus



On June 2nd City staff issued a Request for Proposals for a "Mini-Pumper" Fire Apparatus. The process to bid the truck began shortly after the budget was approved and involved lengthy discussion among our volunteer fire fighters, fire apparatus vendors, Fire Chief Denny Rusch and myself. A draft proposal was modified and with assistance from Jeff Scott at the Boone County Fire Protection District and sent out for responses.

We received responses from four companies that are summarized below. We were very pleased with the competitive nature of the proposals and believe that any of the models could do the job.

Vendor	Apparatus Model	Delivery Date	Price	Notes
Sentinel Emergency Solutions, Arnold, MO	Rosenbauer Mini Pumper Fire Apparatus (2016 Ford F-550 Chassis)	April 8 – May 3, 2016	\$205,653	Exceptions. Minor. Warranty work 507 miles away.
Banner Equipment, Inc. of Roxana, IL	E-One Initial Attack Pumper (2016 Ford F-550 Chassis)	Jan.- Feb. 28, 2016	\$199,495	This was the model that was described in a previous meeting. Extruded Al frame. Extended cab for ~ \$3,000. No exceptions. Warranty work 140 miles away.
Schuhmacher's Fire Equipment, Inc., Washington, MO	Pierce Initial Attack Apparatus (Ford F-550 Super Duty)	8 – 9 months	\$197,422	Extended cab. Submitted three "stock" vehicle options starting at \$165,043. Did not submit p. 2 of the Bid Form. Did not specify exceptions or modifications. No specific information about service locations.
Leo M. Ellebracht Co., Snyder NE	Danko Quick Response Mini-Pumper (2016 Ford F-550 Chassis)	210 – 240 days March – April.	\$196,306	Some Exceptions. Service center is 94.5 miles away

After lengthy discussion, including a thorough review of the possibilities of buying the Pierce models that are already built, the staff recommends purchase of the E-One from Banner Equipment due to the frame material, the available service and no exceptions to the proposal.

BILL NO. _____

ORDINANCE NO. _____

A BILL TO CREATE AN ORDINANCE ENTITLED:

“AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF CENTRALIA, MISSOURI TO EXECUTE AN AGREEMENT WITH DATA TECHNOLOGIES, INC. OF OMAHA, NEBRASKA FOR CHART OF ACCOUNTS CONVERSION SERVICES, FOR AN AMOUNT NOT TO EXCEED FIVE THOUSAND DOLLARS.

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

SECTION 1. The Mayor and City Clerk of the City of Centralia, Missouri are hereby authorized and directed to execute An Agreement with Data Technologies, Inc. of Omaha, Nebraska for Chart of Accounts Conversion services, for an amount not to exceed Five Thousand Dollars and No Cents (\$5,000).

SECTION 2. The terms and conditions shall be as described in the attached document.

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

PASSED this 20th day of July, 2015.

Mayor

ATTEST:

City Clerk

This ordinance approved by the Mayor this 20th day of July, 2015.

Mayor

ATTEST:

City Clerk



Data Technologies, Inc.
Summit Municipal Accounting Solutions

July 6, 2015

City of Centralia
Mr. Matt Harline
114 S. Rollins
Centralia, MO 65240

Dear Matt:

Thank you for allowing Data Technologies the opportunity to once again provide for your accounting system needs. As always, it is a pleasure to serve you and we appreciate your continued business.

Enclosed is the contract you requested. **Please sign and date the original agreement and return it with your payment of \$700.00.** Otherwise, please do not mark on the original contract. Keep the contract stamped "copy" for your records.

If you have already returned the payment with the copy of the agreement previously faxed to you, please still sign and return the original agreement as faxed copies are not always very legible.

Thanks again, and if you have any questions, please contact me toll free at 1-888-299-8149, Ext.121.

Sincerely,

Randall L James
Sales Representative

SOFTWARE AGREEMENT
DATA TECHNOLOGIES, INC.
 14225 DAYTON CIRCLE SUITE 4
 OMAHA, NEBRASKA 68137

Division and Company: City of Centralia
 Attention of/Department: Mr. Matt Harline
 Street Address: 114 S. Rollins St.
 Centralia, MO 65240

Contract Preparation Date: 07/06/2015

DATA TECHNOLOGIES, INC. (hereafter DT), agrees to sell and Customer agrees to purchase the license to use the software computer programs or packages listed in accordance with the following terms and conditions. The program(s) or package(s) licensed by Customer will be referred to hereinafter as "program", and includes the annual updates if indicated below as applicable.

DESCRIPTION

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
Chart of Accounts Conversion Tool	1	\$300.00	\$300.00

- Converts GL Account numbers in the history of all modules
- Converts the interface tables (GL distributions) for all modules that update to General Ledger
- If you're combining accounts, it will combine balances and history

City is responsible for:

- Keying in the new account numbers on the spreadsheet next to the old account numbers they will replace
- Determining what account breaks are needed and keying them in to the spreadsheet
- When splitting accounts, determining the balance for each of the new accounts and which account you want the history to be under
- Communicating any desired new accounts (such as fixed assets)
- Communicating any desired additional reports or changes to report formats (how you want reports to look)

Remote Services available at the rate of \$85.00 per hour

Data Technologies will:

- Review your current Chart of Accounts and work with you to understand what accounts you use and for what purpose
- Analyze your current Chart of Accounts and make recommendations if desired
- Assist in creating a spreadsheet with your current Chart of Accounts**
- Review the accounts (and account breaks) you have entered into the spreadsheet for issues of consistency and accuracy - have you sign off on it
- Do test conversion, verifying and adjusting as needed
- Assist in adding accounts not currently in your database if desired (such as fixed assets)
- Assist in setting up or modifying report formats and report groups (some of this might be done on site)

2 Days of On-Site Services at the rate of \$550.00 per day*

- Convert Chart of Accounts and ensure accuracy
- Assist in splitting out asset accounts through Journal Entries if needed
- Assist in setting up or modifying and provide training on report formats and report groups (some of this may be done remotely)

NOTE*: The number of implementation service days is estimated. Additional on-site service days are available at the same daily rate plus travel expenses. Additional requested remote services for implementation are available at the rate of \$85.00 per hour with a minimum charge of \$42.50. The travel expenses are billable at cost and are not included in the total. Travel expenses include mileage, meals, lodging, airfare (if applicable), and travel billed at \$25.00 per hour. Mileage will be calculated at the current IRS allowable rate in effect at the time the service is rendered.

NOTE:** The city is responsible for keying in the new account numbers on the spreadsheet next to the old account numbers they will replace. We have the expertise and can suggest a new Chart of Accounts for you if this would be helpful. Or you can save some cost and complete the spreadsheet yourself.

SUMMIT PROGRAM LICENSE FEE: \$300.00 + NON-SUMMIT PRODUCTS AND SERVICES: \$1,100.00 = \$1,400.00

TOTAL INITIAL FEE:

Payable As Follows:

On execution of the Agreement, fifty percent of the total purchase price \$700.00
 At Shipment, balance of total purchase price (Plus Applicable Sales Tax & Freight) \$700.00

ANNUAL SUMMIT PRODUCT SUPPORT AGREEMENT (PSA):

Not Applicable

ANNUAL SUMMIT LICENSE FEE (ALF):

Not Applicable

DURATION OF ALF and PSA: One Year (First year will be prorated through 12/31, first 90 days free)

1. **PAYMENT.** Customer shall pay DT remainder of the One Time Program License Fee on delivery of the program. Customer shall pay DT an Annual Program Update License Fee, if applicable, for each calendar year, or portion thereof, for the specified duration of the license.

2. **GRANT OF LICENSE.** DT grants to Customer a personal, non-assignable, nontransferable and nonexclusive license to use program solely in the conduct of Customer's business, only at the locations designated by Customer on the final page of this Agreement. Customer acquires only the right to use the program and does not acquire any legal or equitable right of ownership in program. This Agreement and the license granted pursuant hereto may not be mortgaged, pledged, assigned, sublicensed, leased or otherwise transferred by Customer without prior written consent from DT.

3. **TAXES.** In the event that the license herein is or becomes the subject of any tax, assessment tariff, duty or other tax or assessment, payment of any such tax or assessment shall be the responsibility of Customer and, if DT is assessed, Customer shall promptly reimburse DT for any payment made. In the event that a waiver or exemption is available to avoid such an assessment, it shall be Customer's responsibility to apply for such waiver and pay the expense thereof.

4. **MODIFICATION.** Customer shall inform DT in writing of any modifications made by Customer to Customer's computer hardware.

5. **DELIVERY.** The program shall be delivered on the date specified, provided, however, if delivery is delayed through no fault of DT, the date of delivery shall be extended for a period of time equal to the period of delay.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND LIMITATIONS

6. **DUPLICATION.** Customer will not permit the program or related materials to be duplicated or used at any other than the original location or substitute location as provided herein, whether gratuitously or for a valuable consideration, by or for the benefit of any organization, corporation, partnership, business association or individual.

7. **PROPRIETARY RIGHTS.** Customer recognizes that program system, documentation, manuals and other materials supplied by DT to Customer are subject to the proprietary rights of DT. Customer agrees with DT that program documentations and all information or data supplied by DT in machine readable forms are trade secrets of DT and as such are protected by civil and criminal law and by the law of copyright and are very valuable to DT and that their use and disclosure must be carefully and continuously controlled. Customer shall not provide or otherwise make available any licensed program or related materials, in any form, to any other person without prior written consent from DT. Upon termination of this Agreement, Customer shall return program and related documents to DT.

8. **LIMITED WARRANTY--LIMITATION AND DISCLAIMER.**

- a. DT provides no warranty with respect to software resold by this agreement, which was developed by another manufacturer. Any warranty of the other manufacturer is assigned to Customer.
- b. With respect to software developed by DT, DT represents and warrants that the software is free from defects and will conform to specifications. DT will replace or correct, at DT's election and sole expense, any defective portion of the software for a period of 90 days. Customer acknowledges that Customer has reviewed the software, and selected the design and quality of the program and agrees that the software is suitable for Customer's purposes and, in particular, Customer has determined that the software specifications are appropriate for operation in the Customer's environment.
- c. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- d. IN NO EVENT WILL DT BE LIABLE FOR CONSEQUENTIAL DAMAGES EVEN IF DT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- e. CUSTOMER'S REMEDIES PROVIDED IN THIS AGREEMENT ARE EXCLUSIVE.

9. **NON-WAIVER.** No delay or failure of DT in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other rights hereunder. DT may accept any payments from any person tendering the same without thereby accepting such person as Customer hereunder or waiving any breach of covenant or provision against assignment or transfer by Customer.

10. **ASSIGNMENT.** DT may assign its rights under this Agreement. Customer, upon receiving notice from DT of any such assignment, shall abide thereby and make payments as directed. Customer's rights to use program documentation, manuals and other materials supplied by DT hereunder shall not be assigned, licensed, or transferred to a successor, affiliate, or any other person, firm, corporation or organization, voluntarily by operation of law, or in any other manner without the prior written consent of DT nor shall Customer permit any other person or organization to use program.

11. **SEVERABILITY.** If any provision, or portion thereof, of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted and the remaining terms shall have full force and effect.

12. **BINDING EFFECT.** Customer agrees that this Agreement binds the same to Customer and each of its employees, agents, representatives, and associates.

13. **APPLICABLE LAW.** This Agreement shall be construed and enforced according to the laws of the State of Nebraska.

14. **NOTICE.** All notices or communications given or sent to either party, except emergency requests for services, must be in writing and delivered in person or sent by certified mail, return receipt requested, to Customer and DT at their designated addresses or such other addresses as either party shall designate in writing.

15. **CUSTOMER'S REMEDIES.** Customer's remedies in this Agreement are exclusive.

16. **ENTIRE AGREEMENT AND AMENDMENTS.** This Agreement supersedes all proposals, or written, and oral negotiations, conversations, or discussions, heretofore had between the parties related to this Agreement. Customer acknowledges that it has not been induced to enter into this Agreement by any representations or statements, oral or written, not expressly contained herein. The terms and conditions of this Agreement shall prevail, notwithstanding any variance with the terms and conditions of any order or other instruments submitted by Customer.

No agent, employee or representative of DT has any authority to bind DT to any affirmation, representations or warranty, and unless such is specifically included within this written Agreement, it shall not be enforceable by Customer. This Agreement may not be waived, altered or modified except by written agreement of the parties.

17. **EFFECTIVE DATE.** This Agreement shall be effective upon the date set forth below when executed by both parties.

18. **TERMINATION.** DT may terminate the rights of Customer under this Agreement in the event of a default by Customer. DT's software has been designed to cease functioning in the event that the annual license fee is unpaid. Customer acknowledges the existence of this feature in the software and specifically waives any claim for consequential damages, which may result. In the event of default, all unpaid Annual Program Update License fees and any other charges payable for the entire duration of this Agreement shall, upon written notice by DT become due and payable. This remedy shall be in addition to any other remedy lawfully available to DT. In the event of termination by DT or by Customer (as herein provided) Customer shall return the program and all related materials within ten (10) days, (as provided in paragraph seven), certifying to DT that all copies or partial copies have been destroyed. Customer shall remain liable for all unpaid charges required to be paid under this Agreement including; unpaid Annual Program Update License fees, notwithstanding such termination.

Default in respect to payment shall mean the Customer's failure to pay any amount, which is past due, within ten (10) days after written notice to Customer that the payment is delinquent. Default is further defined to include the following: as assignment, sale, mortgage, sublease or sublicense of the program by Customer; levy of execution or attachment upon the program or any attempt to levy the same; breach of any proprietary right of DT (as defined by paragraph seven); of Customer's breach of any of the other terms or conditions hereof. In the event of breach of default of this Agreement, Customer shall hold DT harmless from all reasonable attorney's fees, costs and interest (at the highest rate permitted by law) arising by reason of such breach or default, from the date of the default or breach, in addition to other damages.

Customer shall have the right to terminate this Agreement upon thirty-(30) days written notice. In such event, Customer shall be required to return the program and related materials as provided herein and shall be responsible to pay all charges required to be paid under this Agreement for the duration of the license. Customer shall not have the right to terminate after Customer is in breach of this contract. DT shall not be required, under any circumstances, to refund any portion of the One-Time Program License Fee or the Annual Program Update License Fee, already paid.

THE PURCHASER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND FURTHER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES WHICH SUPERSEDES ALL PROPOSALS, ORAL OR WRITTEN AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

THIS AGREEMENT entered into this _____ day of _____ 20_____.

PURCHASER:

(Sign Here) _____

Customer Signature

Print Name: _____

Title: _____

ACCEPTED:

DATA TECHNOLOGIES, INC.
14225 DAYTON CIRCLE SUITE 4
OMAHA, NEBRASKA 68137

By: _____

Title: _____

Date Accepted: _____

**SOFTWARE AGREEMENT
DATA TECHNOLOGIES, INC.
14225 DAYTON CIRCLE SUITE 4
OMAHA, NEBRASKA 68137**



Division and Company: City of Centralia
 Attention of/Department: Mr. Matt Harline
 Street Address: 114 S. Rollins St.
 Centralia, MO 65240

Contract Preparation Date: 07/06/2015

DATA TECHNOLOGIES, INC. (hereafter DT), agrees to sell and Customer agrees to purchase the license to use the software computer programs or packages listed in accordance with the following terms and conditions. The program(s) or package(s) licensed by Customer will be referred to hereinafter as "program", and includes the annual updates if indicated below as applicable.

DESCRIPTION

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
Chart of Accounts Conversion Tool	1	\$300.00	\$300.00

- Converts GL Account numbers in the history of all modules
- Converts the interface tables (GL distributions) for all modules that update to General Ledger
- If you're combining accounts, it will combine balances and history

City is responsible for:

- Keying in the new account numbers on the spreadsheet next to the old account numbers they will replace
- Determining what account breaks are needed and keying them in to the spreadsheet
- When splitting accounts, determining the balance for each of the new accounts and which account you want the history to be under
- Communicating any desired new accounts (such as fixed assets)
- Communicating any desired additional reports or changes to report formats (how you want reports to look)

Remote Services available at the rate of \$85.00 per hour

Data Technologies will:

- Review your current Chart of Accounts and work with you to understand what accounts you use and for what purpose
- Analyze your current Chart of Accounts and make recommendations if desired
- Assist in creating a spreadsheet with your current Chart of Accounts**
- Review the accounts (and account breaks) you have entered into the spreadsheet for issues of consistency and accuracy - have you sign off on it
- Do test conversion, verifying and adjusting as needed
- Assist in adding accounts not currently in your database if desired (such as fixed assets)
- Assist in setting up or modifying report formats and report groups (some of this might be done on site)

2 Days of On-Site Services at the rate of \$550.00 per day*	2	\$550.00	\$1,100.00
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- Convert Chart of Accounts and ensure accuracy
- Assist in splitting out asset accounts through Journal Entries if needed
- Assist in setting up or modifying and provide training on report formats and report groups (some of this may be done remotely)

NOTE*: The number of implementation service days is estimated. Additional on-site service days are available at the same daily rate plus travel expenses. Additional requested remote services for implementation are available at the rate of \$85.00 per hour with a minimum charge of \$42.50. The travel expenses are billable at cost and are not included in the total. Travel expenses include mileage, meals, lodging, airfare (if applicable), and travel billed at \$25.00 per hour. Mileage will be calculated at the current IRS allowable rate in effect at the time the service is rendered.

NOTE:** The city is responsible for keying in the new account numbers on the spreadsheet next to the old account numbers they will replace. We have the expertise and can suggest a new Chart of Accounts for you if this would be helpful. Or you can save some cost and complete the spreadsheet yourself.

SUMMIT PROGRAM LICENSE FEE: \$300.00 + NON-SUMMIT PRODUCTS AND SERVICES: \$1,100.00 = \$1,400.00

TOTAL INITIAL FEE:

Payable As Follows:

On execution of the Agreement, fifty percent of the total purchase price	<u>\$700.00</u>
At Shipment, balance of total purchase price (Plus Applicable Sales Tax & Freight)	<u>\$700.00</u>

ANNUAL SUMMIT PRODUCT SUPPORT AGREEMENT (PSA):

Not Applicable

ANNUAL SUMMIT LICENSE FEE (ALF):

Not Applicable

DURATION OF ALF and PSA: One Year (First year will be prorated through 12/31, first 90 days free)

1. **PAYMENT.** Customer shall pay DT remainder of the One Time Program License Fee on delivery of the program. Customer shall pay DT an Annual Program Update License Fee, if applicable, for each calendar year, or portion thereof, for the specified duration of the license.

2. **GRANT OF LICENSE.** DT grants to Customer a personal, non-assignable, nontransferable and nonexclusive license to use program solely in the conduct of Customer's business, only at the locations designated by Customer on the final page of this Agreement. Customer acquires only the right to use the program and does not acquire any legal or equitable right of ownership in program. This Agreement and the license granted pursuant hereto may not be mortgaged, pledged, assigned, sublicensed, leased or otherwise transferred by Customer without prior written consent from DT.

3. **TAXES.** In the event that the license herein is or becomes the subject of any tax, assessment tariff, duty or other tax or assessment, payment of any such tax or assessment shall be the responsibility of Customer and, if DT is assessed, Customer shall promptly reimburse DT for any payment made. In the event that a waiver or exemption is available to avoid such an assessment, it shall be Customer's responsibility to apply for such waiver and pay the expense thereof.

4. **MODIFICATION.** Customer shall inform DT in writing of any modifications made by Customer to Customer's computer hardware.

5. **DELIVERY.** The program shall be delivered on the date specified, provided, however, if delivery is delayed through no fault of DT, the date of delivery shall be extended for a period of time equal to the period of delay.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND LIMITATIONS

6. **DUPLICATION.** Customer will not permit the program or related materials to be duplicated or used at any other than the original location or substitute location as provided herein, whether gratuitously or for a valuable consideration, by or for the benefit of any organization, corporation, partnership, business association or individual.

7. **PROPRIETARY RIGHTS.** Customer recognizes that program system, documentation, manuals and other materials supplied by DT to Customer are subject to the proprietary rights of DT. Customer agrees with DT that program documentations and all information or data supplied by DT in machine readable forms are trade secrets of DT and as such are protected by civil and criminal law and by the law of copyright and are very valuable to DT and that their use and disclosure must be carefully and continuously controlled. Customer shall not provide or otherwise make available any licensed program or related materials, in any form, to any other person without prior written consent from DT. Upon termination of this Agreement, Customer shall return program and related documents to DT.

8. **LIMITED WARRANTY--LIMITATION AND DISCLAIMER.**

- a. DT provides no warranty with respect to software resold by this agreement, which was developed by another manufacturer. Any warranty of the other manufacturer is assigned to Customer.
- b. With respect to software developed by DT, DT represents and warrants that the software is free from defects and will conform to specifications. DT will replace or correct, at DT's election and sole expense, any defective portion of the software for a period of 90 days. Customer acknowledges that Customer has reviewed the software, and selected the design and quality of the program and agrees that the software is suitable for Customer's purposes and, in particular, Customer has determined that the software specifications are appropriate for operation in the Customer's environment.
- c. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- d. IN NO EVENT WILL DT BE LIABLE FOR CONSEQUENTIAL DAMAGES EVEN IF DT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- e. CUSTOMER'S REMEDIES PROVIDED IN THIS AGREEMENT ARE EXCLUSIVE.

9. **NON-WAIVER.** No delay or failure of DT in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other rights hereunder. DT may accept any payments from any person tendering the same without thereby accepting such person as Customer hereunder or waiving any breach of covenant or provision against assignment or transfer by Customer.

10. **ASSIGNMENT.** DT may assign its rights under this Agreement. Customer, upon receiving notice from DT of any such assignment, shall abide thereby and make payments as directed. Customer's rights to use program documentation, manuals and other materials supplied by DT hereunder shall not be assigned, licensed, or transferred to a successor, affiliate, or any other person, firm, corporation or organization, voluntarily by operation of law, or in any other manner without the prior written consent of DT nor shall Customer permit any other person or organization to use program.

11. **SEVERABILITY.** If any provision, or portion thereof, of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted and the remaining terms shall have full force and effect.

12. **BINDING EFFECT.** Customer agrees that this Agreement binds the same to Customer and each of its employees, agents, representatives, and associates.

13. **APPLICABLE LAW.** This Agreement shall be construed and enforced according to the laws of the State of Nebraska.

14. **NOTICE.** All notices or communications given or sent to either party, except emergency requests for services, must be in writing and delivered in person or sent by certified mail, return receipt requested, to Customer and DT at their designated addresses or such other addresses as either party shall designate in writing.

15. **CUSTOMER'S REMEDIES.** Customer's remedies in this Agreement are exclusive.

16. **ENTIRE AGREEMENT AND AMENDMENTS.** This Agreement supersedes all proposals, or written, and oral negotiations, conversations, or discussions, heretofore had between the parties related to this Agreement. Customer acknowledges that it has not been induced to enter into this Agreement by any representations or statements, oral or written, not expressly contained herein. The terms and conditions of this Agreement shall prevail, notwithstanding any variance with the terms and conditions of any order or other instruments submitted by Customer.

No agent, employee or representative of DT has any authority to bind DT to any affirmation, representations or warranty, and unless such is specifically included within this written Agreement, it shall not be enforceable by Customer. This Agreement may not be waived, altered or modified except by written agreement of the parties.

17. **EFFECTIVE DATE.** This Agreement shall be effective upon the date set forth below when executed by both parties.

18. **TERMINATION.** DT may terminate the rights of Customer under this Agreement in the event of a default by Customer. DT's software has been designed to cease functioning in the event that the annual license fee is unpaid. Customer acknowledges the existence of this feature in the software and specifically waives any claim for consequential damages, which may result. In the event of default, all unpaid Annual Program Update License fees and any other charges payable for the entire duration of this Agreement shall, upon written notice by DT become due and payable. This remedy shall be in addition to any other remedy lawfully available to DT. In the event of termination by DT or by Customer (as herein provided) Customer shall return the program and all related materials within ten (10) days, (as provided in paragraph seven), certifying to DT that all copies or partial copies have been destroyed. Customer shall remain liable for all unpaid charges required to be paid under this Agreement including; unpaid Annual Program Update License fees, notwithstanding such termination.

Default in respect to payment shall mean the Customer's failure to pay any amount, which is past due, within ten (10) days after written notice to Customer that the payment is delinquent. Default is further defined to include the following: as assignment, sale, mortgage, sublease or sublicense of the program by Customer; levy of execution or attachment upon the program or any attempt to levy the same; breach of any proprietary right of DT (as defined by paragraph seven); of Customer's breach of any of the other terms or conditions hereof. In the event of breach of default of this Agreement, Customer shall hold DT harmless from all reasonable attorney's fees, costs and interest (at the highest rate permitted by law) arising by reason of such breach or default, from the date of the default or breach, in addition to other damages.

Customer shall have the right to terminate this Agreement upon thirty-(30) days written notice. In such event, Customer shall be required to return the program and related materials as provided herein and shall be responsible to pay all charges required to be paid under this Agreement for the duration of the license. Customer shall not have the right to terminate after Customer is in breach of this contract. DT shall not be required, under any circumstances, to refund any portion of the One Time Program License Fee or the Annual Program Update License Fee, already paid.

THE PURCHASER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND FURTHER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES WHICH SUPERSEDES ALL PROPOSALS, ORAL OR WRITTEN AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

THIS AGREEMENT entered into this _____ day of _____ 20_____.

PURCHASER:

(Sign Here) _____
Customer Signature

Print Name: _____

Title: _____

ACCEPTED:

DATA TECHNOLOGIES, INC.
14225 DAYTON CIRCLE SUITE 4
OMAHA, NEBRASKA 68137

By: _____

Title: _____

Date Accepted: _____

Request for Design/Build Qualifications for The Centralia Municipal Swimming Pool Renovations Centralia, Missouri

The City of Centralia, Missouri Park Board is accepting Design/Build Qualifications for improvements to the Centralia Municipal Swimming Pool located at 1189 E. Booth Street in Centralia, MO. Responses must be submitted no later than **<insert time here> on <insert date here (suggest 10-14 days from publication depending upon city requirements)>**. Submittals must be in a sealed envelope marked "Design Build Team Statement of Qualifications for the Centralia Municipal Swimming Pool". Attention: Erle Bennett, Director of Parks and Recreation and delivered to the Centralia Parks and Recreation Department, 800 W. Lakeview Street, Centralia, MO 65240.

The scope of the project is to develop plans, construction cost estimates and complete improvements and renovations to the Centralia Municipal Swimming Pool facility. The construction is to take place upon the close of the 2015 swimming season and be completed by May 1, 2016. These projects include but are not limited to:

- Design and construct a new bathhouse including all necessary mechanical, electrical and structural components to service the existing pool and any future improvements that will meet all necessary building codes and the requirements of the Americans with Disability Act.
- Evaluate the existing pool mechanical system, design and install new mechanical equipment as needed.
- Removal of the existing wading pool.
- Design and construct a zero depth entry into the existing pool including all necessary mechanical, electrical and structural components and any interactive play or spray ground features as approved by the City.
- Present the city with options regarding the construction of a spray ground and/or the inclusion of interactive spray features in the zero depth entry.
- Upon approval, construct a new spray pad including all necessary mechanical, electrical and structural components at the pool site.
- Develop a long term concept plan for a new aquatic facility to replace the existing pool with features such as competition lanes, spray ground, lazy river, water slide, play structures, climbing wall as desired by the City.
- Obtain all necessary permits and approvals from the City, County, and any other governing agencies.
- The Centralia Park Board reserves the right to modify the scope of the project

The project requires a Design Build team which includes all the professional and technical specialties necessary to program, design and construct municipal aquatic centers. It is a mandatory requirement that the selected DB Team will have achieved such experience as a prerequisite for being awarded this project.

- A. Teams must show evidence of having adequate experience in designing, constructing and servicing public leisure, competitive pools for municipalities in order to be considered for the project:
1. The aquatic design and aquatic contractor members of the DB Team must have completed at least five (5) public pool projects with water surface areas in excess of 5,000 square feet within the last five (5) years.
 2. Specifically highlight experience with municipalities with a population of 10,000 or less.
 3. These projects shall have water features including but not limited to zero depth entry, interactive play features, water slides, lazy rivers.
 4. All reference pools must have been complete and in operation in 2015.
 5. Firms must submit all above reference projects with the name, address, and telephone numbers of the owner's representative.
 6. Teams must have a year round service department.
- B. All Firms must comply with the provisions of the prevailing wage law, sec. 290.210 through 290.340 as amended RSMO 1969.
- C. All Teams shall provide a Certificate of Insurance naming the City of Centralia and its agents, employees and assigns and an Additional Insured with a specific endorsement confirming the following types and minimum amounts as follows:
1. Worker's compensation in full compliance with statutory federal and state law.
 2. Employer's liability \$500,000.
 3. Comprehensive general liability and bodily injury \$1,000,000 per occurrence, \$2,000,000 aggregate.
 4. Property damage \$1,000,000 per occurrence, \$2,000,000 aggregate.
 5. Comprehensive automobile liability, bodily injury \$1,000,000 per occurrence.
 6. Professional Liability insurance for the AE firm with \$1,000,000/\$2,000,000 coverage.
- D. All teams must agree to participate in an e-Verify program and as a condition for the award of the team shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. (R.S.Mo. 285.530)
- E. All Teams shall provide proof of their ability to provide a performance and payment bond in the amount proposed in the construction cost statement.

Proposal Format

Proposal should consist of the following:

- Letter of introduction of DB Team, naming the primary contact for the City of Centralia including mailing and street address, phone number, fax and e-mail address.
- History, experience and qualifications of Architect/Engineer.
- History, experience and qualifications of Aquatic Consultant/Contractor. List of each of above Firm's past projects as outlined in the Prerequisite Qualifications of the RFQ.
- History, experience and qualifications of General Contractor
- Complete and submit the attached aquatic design build contractor qualification form
- Outline of the design build process and proposed timeline
- Provide the identification and qualifications of all key personnel and the nature of their participation on the project team.
- Detail any previous experience with the City of Centralia
- Proof of ability to provide the required Payment and Performance Bond.
- Budgetary cost estimates for the engineering, design and construction.

Selection Process

- The selection of the design build team for this project will be accomplished through a two step process by the City of Centralia:
 1. Statements of Interest & Qualifications will be evaluated by the Park Board. During the evaluation process, the evaluators reserve the right to request additional information or clarifications from submitters. At the discretion of the committee, firms submitting proposals may be requested to make oral presentations as part of the evaluation process
 2. The city will negotiate a contract with the design build team selected as the most highly qualified to arrive at a mutually acceptable contract price. If the Centralia Park Board is unable to reach such an agreement, negotiations will cease and negotiations will begin with the design build team chosen as the next most qualified provider and so on until an agreement is reached.