

AGENDA
CITY OF CENTRALIA, MISSOURI
Board of Aldermen – Rescheduled Meeting
Monday, September 28, 2015
7:00 P.M.
City Hall Council Chambers

- I. ROLL CALL
- II. PLEDGE OF ALLEGIANCE
- III. CONSENT AGENDA (Approved as a group unless separated by request of one or more Aldermen)
 - A. Minutes of Prior Meetings - *August 17 & 31, 2015*
 - B. Minutes of Public Works and Public Utilities Committee Meeting - *September 8, 2015*
 - C. Minutes of General Government and Public Safety Committee Meeting - *September 14, 2015*
 - D. Reports
 - 1. Treasurer’s & Collector’s Reports
 - 2. Activity Reports
- IV. ACCOUNTS PAYABLE OVER \$1,250
- V. COMMENTS FROM CITIZENS
- VI. REPORT FROM CHAMBER OF COMMERCE
- VII. ACTION AGENDA
 - A. Finance – None.
 - B. Permits and Licensing – None.
 - C. Legal
 - 1. Adopting a Policy Resolution of the City of Centralia, Missouri to establish a formal Social Media Policy – Resolution.
Bill No. _____ Resolution No. _____
 - 2. Adopting the Boone County Hazard Mitigation Plan 2015 as the Hazard Mitigation Plan for the City of Centralia, Missouri – Resolution
Bill No. _____ Resolution No. _____
 - 3. Authorizing the Mayor and City Clerk of Centralia, Missouri to enter into a contract with Thomas W. and R. Eileen Patton and the Cornerstone Baptist Church to construct a sanitary sewer extension for public dedication. – Ordinance.
Bill No. _____ Ordinance No. _____
 - D. Purchasing –
 - 1. Authorizing the Mayor and City Clerk of the City of Centralia, Missouri to execute a contract with Lil Rock Electrical Construction, Inc. of Mascoutah, Illinois for underground installation of electrical conduit – Ordinance
Bill No. _____ Ordinance No. _____
 - 2. Authorizing the Mayor and City Clerk of the City of Centralia, Missouri to execute a contract with Westport Pools of Maryland Heights, Missouri for rehabilitation and construction of aquatic facilities in City Recreation Park – Ordinance
Bill No. _____ Ordinance No. _____

VIII. OLD BUSINESS

- A. Diagonal Parking on Railroad Street
- B. Sale of police car and trailer
- C. Approving Eagle Scout project in City square park for Duke Newstead

IX. NEW BUSINESS

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

X. AS MAY ARISE

XI. 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, Andrea Vollrath, Dick Ward and David Wilkins answered roll call.

Absent: Alderman Wilkins

Also present were City Administrator Matt Harline, City Attorney Merritt Beck, Police Chief Larry Dudgeon, James Smith with the Centralia Fireside Guard, Evelyn Robertson, Barbara Kempker with US Bank

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 August 17, 2015
- B. Minutes of Prior Meetings – July 20, 2015 & August 10, 2015
- C. Minutes of Public Works and Public Utilities Committee Meeting – August 3, 2015
- D. Minutes of General Government Committee Meeting – August 10, 2015
- E. Reports
 - 1. Treasurer’s & Collector’s Reports
 - 2. Activity Reports

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

Accounts Payable over \$1250 was presented in the amount of \$371,954.15 as follows:

ACCOUNTS PAYABLE OVER \$1250

August 17, 2015

Ameren Missouri (Reimbursement of Overpayment)	20,500.73
Ameren (Transmission Charges)	26,786.27
Armor Equipment (4 - 2 yd dumpsters)	1,968.00
City of Palmyra (Aiding w/Storm Damage Reimbursement)	1,383.16
Division of Employment Security (Unemployment)	1,528.00
Fletcher Reinhardt (Elec Dept Supplies)	2,568.66
H & R Russell Enterprises (Cemetery Mowing)	2,375.00
Illinois Power Marketing (Wholesale Energy)	159,789.84
LaCrosse Lumber	1,900.43
MECO Engineering Co Inc (SRTS Invoice # 1)	4,378.97
MJMEUC (Prairie State Charges)	83,099.37
S & D Auto	1,588.50
TOTAL	\$307,866.93

ADDED AFTER GGFC MEETING

JLL (Boring Project Permits)	\$25,000.00
MAMU 08 (Substation Lease Pmt)	\$12,558.36
MISO (Monthly Transmission)	\$3,871.59
UMB Bank (Library GO Bond)	\$1,960.00
Williams-Keepers (Audit Services)	\$7,800.00
TOTAL:	\$51,189.95

ADDED TODAY

MFA Oil (Fuel)	\$5,913.71
S & S Electric (10 HP Ebara Pump \$4990.00)	\$5,184.00
Wilkerson Bros Quarries	\$1,799.56
	\$12,897.27

GRAND TOTAL

\$371,954.15

Alderman Lee questioned if the \$25,000 permit for boring project was just for Kansas City Southern. Harline responded that it was, and that the City has already obtained the permits for Norfolk Southern which cost considerably less.

Alderman Lee made the motion to approve the Accounts Payable over \$1250 in the amount of \$371,954.15. Alderman Ward 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 7:06 p.m. by Mayor Grenke.

Hearing no comments, the Comments from Citizens portion of the meeting was closed at 7:06 p.m. by Mayor Grenke.

PUBLIC HEARING:

Setting Property Tax Rate for Taxes Due by December 31, 2015

Mayor Grenke opened the public hearing at 7:06 p.m.

Harline said that the City is required to have a public hearing at least one week prior to adopting the tax rates, and there is another public hearing scheduled for August 31, 2015. The amount advertised as the proposed tax levy showed no increase in the general revenue and parks & rec assessments. We would be allowed, based on the formula and the assessment by the Boone County assessor, to increase to .6698 general and .299 for parks. Harline had informed the Library Board that they the option to request an increase on their rate, but they are not interested in doing that. Harline noted that his recommendation would be to honor the wishes of the Library Board and not increase that rate. The increase in the rate would raise an additional \$1200 in general revenue and \$570 for the parks each year. The ordinance to set the tax rates needs to be adopted by September 1, 2015.

Hearing no comments in favor of or opposed to the public hearing, Mayor Grenke closed the public hearing at 7:12 p.m.

REPORT FROM CHAMBER OF COMMERCE

**City of Centralia
Board Minutes – August 17, 2015**

The Chamber report had been emailed prior to the meeting, and there was no Chamber Board meeting in August so there was nothing new to report.

Grenke said the Anchor City BBQ Contest will be held on October 9th & 10th.

ACTION AGENDA:

Finance: None

Permits & Licensing: None

Legal:

ORDINANCE: Readopting Section 2-7 and 2-8 of the Centralia City Code Concerning Procedures for Certain City Officials and Employees to Disclose Certain Financial and Other Interests in Matters Effecting the City of Centralia, Missouri

Alderman Vollrath presented a bill marked and designated as bill no. 2766 to create an ordinance entitled "READOPTING SECTION 2-7 AND 2-8 OF THE CENTRALIA CITY CODE CONCERNING PROCEDURES FOR CERTAIN CITY OFFICIALS AND EMPLOYEES TO DISCLOSE CERTAIN FINANCIAL AND OTHER INTERESTS IN MATTERS EFFECTING THE CITY OF CENTRALIA, MISSOURI." Alderman Vollrath moved that it be placed on its first reading by title only. Before the bill was introduced copies of the bill were made available for public inspection. Motion was seconded by Alderman Bormann and motion carried unanimously. The bill was then read by title only. Alderman Vollrath moved the bill be placed on its second reading. Motion was seconded by Alderman Bormann and motion carried unanimously. The bill was then read the second time by title only. The Mayor then called for discussion on the bill and after some discussion Alderman Vollrath moved the final passage of the bill. Alderman Bormann seconded the motion. The Mayor called for a roll call vote and the ordinance passed with the following vote. Aldermen voting FOR: Bormann, Lee, Magley, Vollrath, and Ward. 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 2822.

Purchasing:

ORDINANCE: Authorizing the Mayor and the City Clerk of the City of Centralia, Missouri to Execute a Lease-Purchase Agreement for Purchasing and E-One Initial Attack Mini-Pumper Fire Apparatus

Harline said the Fire Dept. chose to purchase the E-One Mini Pumper, and he'd sent out RFP for financing of the truck. When the bank pays off the full amount, Banner will start the clock on a refund and will pay 3% on the money until the truck is delivered, which will come to the City through the lease purchase agreement and can be as much as \$3000. The ordinance is made up to accept the best proposal which was from US Bancopr. The 2nd closest bid was about \$300 more, but would require the City to make more of a payment than we have budgeted for. If the Board chooses to go with the US Bancorp proposal, Harline suggested a slight amendment to the draft ordinance heading to authorize the Mayor "and the City Clerk" to enter into the agreement.

Alderman Lee presented a bill marked and designated as bill no. 2767 to create an ordinance entitled "AUTHORIZING THE MAYOR AND THE CITY CLERK OF THE CITY OF CENTRALIA, MISSOURI TO EXECUTE A LEASE-PURCHASE AGREEMENT FOR PURCHASING AND E-ONE INITIAL ATTACK MINI-PUMPER FIRE APPARATUS." Alderman Lee moved that it be placed on its first reading by title only. Before the bill was introduced copies of the bill were made available for public inspection. Motion was seconded by Alderman Magley and motion carried unanimously. The bill was then read by title only. Alderman Lee moved the bill be placed on its second reading. Motion was seconded by Alderman Magley and motion carried unanimously. The bill was then read the second time by title only. The Mayor then called for discussion on the bill and after some discussion Alderman Lee moved the final passage of the bill. Alderman Magley seconded the motion. The Mayor called for a roll call vote and the ordinance passed with the following vote. Aldermen voting FOR: Bormann, Lee, Magley, Vollrath, and Ward. 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

City of Centralia
Board Minutes – August 17, 2015

the City Clerk who attested to the signature of the Mayor, affixed the city seal and the Ordinance was designated as Ordinance 2823.

Bid for Police Car

Harline said he'd received one bid from Chicago Motors in the amount of \$1307, which is less than the \$3000 minimum in the advertisement. He said that he's spoken with Chief Dudgeon and they've agreed to go a different route. Chief suggested running the ad in the guard. Harline said we could list on govdeals.com. Chief Dudgeon noted that the brown car we're trying to sell is much better than some of the old Crown Victoria's we've sold in the past.

OLD BUSINESS:

NEW BUSINESS:

Mayor:

Appointments:

Mayor Grenke reappointed Curt Kelly to the Industrial Development Authority for a 6 year term effective September 1, 2015. Alderman Bormann made a motion to accept the Mayor's appointment of Curt Kelly to the Industrial Development Authority for a 6 year term effective September 1, 2015. Alderman Magley seconded the motion. On a call by the Mayor for ayes and nays, the motion passed unanimously.

Mayor Grenke reappointed Don Bagley to the Planning and Zoning Commission for a 5 year term effective September 1, 2015. Alderman Ward made a motion to accept the Mayor's appointment of Don Bagley to the Planning and Zoning Commission for a 5 year term effective September 1, 2015. Alderman Magley seconded the motion. On a call by the Mayor for ayes and nays, the motion passed unanimously.

Grenke said he is looking for a volunteer to take the place of Drew Umstaddt to the Industrial Development Authority. Chief asked what type of mind-set you are looking for with this position. Harline said that a general understanding of business development and business taxation would be helpful. There was some discussion of who is currently serving on the board and when an appointment could be made.

City Administrator:

Harline said that The Vital Boards Company came by to speak with him, and Fenton Funeral Home has agreed to pay for the development of an app to allow citizens to get local emergency information on their phone. There is no cost to the City, and the question is if they could put the Fire or Police or City's logo on the app. The sponsor would have the ability to go to their web site through the app, and Harline asked if the City would want to use our web site to redirect because Fenton doesn't have a web site. There is the option to accept donations, but he said he's not keen on that idea. Chief Dudgeon said he has no problem putting the police department logo for emergency services. Harline said the City's site is somewhat mobile friendly, and would be beneficial to the city. Board is favorable to the idea.

Harline noted that the estimate of the tons of asphalt overlay had been high, and also included in that line item on the budget is \$10,000 of funds towards the sidewalk project, which is also budgeted separately elsewhere. This leaves some additional money that would be enough to do an overly between railroad tracks on Jefferson Street and would still be within the line item on the budget. He asked if the Board is agreeable to do the overlay between the tracks. There was some discussion regarding the roads that could use the overlay in addition to the part of Jefferson Street between the railroad tracks and whether it should wait until it could be done using concrete instead of the overlay.

Alderman Bormann made a motion to use the additional funds to do the overlay on Jefferson Street between the railroad tracks. Alderman Ward seconded the motion. On a call by the Mayor for ayes and nays the motion carried with the following voting aye: Aldermen Bormann, Lee, Vollrath and Ward, and the following voting nay: Alderman Magley.

City Attorney:

**City of Centralia
Board Minutes – August 17, 2015**

City Clerk:

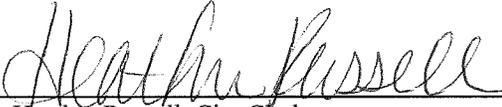
Russell stated that early registration for the MML conference will close on August 28th, and to please let her know if anyone would be attending. So far Bormann and Grenke have confirmed they will be attending the conference.

AS MAY ARISE

Chief Dudgeon said that the Homecoming parade is the same afternoon as the BBQ contest so they may have to change the route. They plan to come up Rollins, so west on Sneed to Allen and north on Allen and go to railroad and will go south on Rollins.

There being no further business to discuss, Alderman Vollrath made the motion to recess the meeting to August 31, 2015 at 7 p.m. Alderman Bormann seconded the motion. On a call by the Mayor for ayes and nays the motion carried unanimously.

The meeting was recessed at 7:53 p.m.



Heather Russell, City Clerk

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

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

Absent: Alderman David Wilkins

Also present were City Administrator Matt Harline, City Attorney Merritt Beck, and Police Chief Larry Dudgeon

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.

James Smith with the Centralia Fireside Guard entered the meeting at 7:02 p.m.

CONSENT AGENDA:

A. Adopting the Agenda for the Board of Aldermen – Recessed Meeting August 31, 2015

There was some discussion regarding the need to adopt the agenda each meeting.

APPOINTMENTS:

Mayor Grenke appointed Taylor A. Tarwater & Brandon Copenhaver to full-time officer positions with the Centralia Police Department upon recommendation of Chief Dudgeon. Alderman Lee made a motion to accept the Mayor's appointment of Taylor A. Tarwater & Brandon Copenhaver to full-time officer positions with the Centralia Police Department. Alderman Bormann seconded the motion. On a call by the Mayor for ayes and nays, the motion passed unanimously.

Mayor Grenke appointed Gabe Martinez to the Industrial Development Authority to replace Drew Umstadd for a term of 5 years beginning September 1, 2015. Alderman Bormann made a motion to accept the mayor's appointment Gabe Martinez to the Industrial Development Authority for a term of 5 years. Alderman Ward 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 7:06 p.m. by Mayor Grenke.

Hearing no comments, the Comments from Citizens portion of the meeting was closed at 7:06 p.m. by Mayor Grenke.

PUBLIC HEARING: Setting Property Tax Rates for 2015

The public hearing was opened at 7:06 p.m. by Mayor Grenke.

Harline said the City had received no comments for or against setting the property rates. He attended meetings for the Library and Park boards. The Library board has asked not to raise the tax rate at this time, in order to build community support. The Park Board is looking at trying to refinance and complete some additional projects, and they would like to raise the rates. The majority preferred to raise the rate. As for the City general fund, there was no comment during prior public hearing and this hearing was advertised more than a week in advance.

**City of Centralia
Board Minutes – August 31, 2015**

Alderman Ward presented a bill marked and designated as bill no. 2768 to create an ordinance entitled "AN ORDINANCE FIXING THE ANNUAL RATE OF TAXATION IN THE CITY OF CENTRALIA, MISSOURI, FOR THE YEAR 2015 FOR GENERAL REVENUE PURPOSES, FOR MAINTENANCE AND THE SUPPORT OF THE LIBRARY, FOR DEBT SERVICE OF OUTSTANDING LIBRARY CONSTRUCTION BONDS AND FOR ESTABLISHING AND MAINTAINING FREE PUBLIC PARKS." Alderman Ward moved that it be placed on its first reading by title only. Before the bill was introduced copies of the bill were made available for public inspection. Motion was seconded by Alderman Vollrath and motion carried unanimously. The bill was then read by title only. Ward made a motion to offer the amended version of the bill to keep the rates the same as the previous year. The motion was seconded by Alderman Lee. On a call by the Mayor for ayes and nays, the motion failed unanimously. Alderman Ward moved the bill be placed on its second reading. Motion was seconded by Alderman Lee 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 Ward moved the final passage of the bill. Alderman Vollrath seconded the motion. The Mayor called for a roll call vote and the ordinance passed with the following vote. Aldermen voting FOR: Bormann, Lee, Magley, Vollrath, and Ward. 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 2824.

Purchasing: None

OLD BUSINESS:

NEW BUSINESS:

Mayor:

City Administrator:

Harline pointed out that a copy of letter he sent to Clifford Delarosa was in the Board member's mailboxes. He said he'd mentioned the letter and wanted to have a copy for the Alderman and Mayor.

City Attorney:

City Clerk:

AS MAY ARISE

Chief Dudgeon said he'd gotten notification from Senator Blunt's office that CPD's bullet proof vest grant was approved this year.

PW & PU will meet at Sept 8th due to the Labor Day holiday.

Grenke said that Missouri State Highway Patrol Trooper James Bava had been killed in an accident on FF highway last Friday while on duty, and he would like to observe a moment of silence in his honor. Everyone observed a moment of silence.

Grenke thanked the Police Department for their service to our community and extended his appreciation for the job that they do.

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 7:43 p.m.



Heather Russell, City Clerk

Minutes of the Public Works and Public Utilities Committee for Tuesday, September 8, 2015.

The meeting was called to order by Alderman, Andrea Vollrath, Chairperson at 7:00 p.m. Present also were Mayor Tim Grenke, Aldermen Landon Magley, Dick Ward, David Wilkins, Don Bormann and Jim Lee. Also attending were Matt Harline, Phil Hoffman, Mike Forsee, Mark Mustain, and James Smith of the Fireside Guard.

Pledge of Allegiance Those present recited the pledge.

Comments from Citizens. None.

Electric Department

Activity Report Grenke asked about track roller repair that is mentioned in the report. Mustain replied that the problem proved to be that the bearings were out and needed to be replaced.

DISTRIBUTION Underground Conduit Installation (Boring) Project Harline reported that four firms attended the pre-bid meeting last week and he hopes to see all four submit bids that are due tomorrow (September 9). Harline noted that the City made two major changes from the first bid process; the City had agreed to reimburse the contractor for the cost of the flagmen and this time the contractors will be bidding one bore and the second bore is an option. Harline added that the clock runs out on the Kansas City Southern permit around December 10th. Harline noted that the City will also help to hold costs down by allowing the contractors to put their boring slurry in the north pond. Harline reported that the Park Board has approved of the idea, as long as the City tests the water before and after. In answer to a question from Lee that there are three bore locations with one location on the east side under both the Norfolk Southern and KC southern lines and separate locations for a bore under each line on the west side of town.

Energy efficiency project Harline reported that Greg Modlish came to town on August 18th and did some preliminary investigation and went over possible energy savings in the City with Mark Mustain and himself. Harline reported that Modlish looked at City Hall and also worked with Mike Forsee on water pumping. Bormann asked about replacing indoor lighting with LED lights. Mustain replied the updates would not necessarily include indoor lighting as we just finished switching all those out, but the last energy efficiency work was in 1996.

POWER GENERATION

Prairie State Update: Harline reported that the Prairie State generation plant in which the City has purchased 2 MW of power (out of 1,600MW total generation) is working much more efficiently. Harline noted that it is a new power plant and difficulties are not uncommon. Harline noted that there was an opportunity to tour the plant and the mine on September 29th. Harline showed data for the last three quarters demonstrated higher percentage of operating with Unit 1 running at over 92% operation time in the last quarter. Harline noted that currently the City sells all of the power generated but the cost with the all-in costs are over \$55/MWh (actually around \$62) and sold at the market rate. Harline noted that the plant is being run better and the start-up issues are being worked out. In the next long-term power purchase we will incorporate this energy into our portfolio. Harline reminded the Board that they were able to sell some of the capacity this year.

Long-term power purchase: Harline reported that a month ago he told the Board that he was probably going to recommend a new full-requirements contract, but now Hannibal was considering a different strategy. Harline said that Hannibal was the largest part of the power purchasing group and they were going to use GDS out of Atlanta to get power from a fully managed account, buy blocks of power and filling in with short-term and day-ahead market purchases. Harline explained that if Hannibal goes that route then the costs will be higher for full-requirements for Centralia, Kahoka and

California. Harline said that he would like to have Chris Dawson of GDS address this Committee in October to explain this approach. Harline said that neither Mustain nor he had time to work on this for an hour each day and Centralia would need to rely on GDS completely. In answer to a question from Bormann Harline said that Hannibal might actually hire a person or part of a person to do the daily scheduling. Harline said he would like to have a decision about strategy by Christmas and contracts a year ahead.

Other: None

Water and Sewer Department

Activity Report Vollrath asked for comments and questions and there were none.

WATER

Valve insertion tool: Forsee reported that we used to have to dig up the line, measure the outer diameter of the pipe and then fill the hole while we wait for the valve. Forsee said that we did our first the other day and it took three hours with guidance. Forsee said the next one was quicker and the staff did it all by themselves and the valve was so much easier to turn that he could do it with one hand. Harline stated that this was the big ticket item for the Water Department this year and this showed that it was in and purchased. Forsee replied, in answer to a question from Magley, that he purchased two valves for \$5,100, as compared to about \$4,600 apiece before plus we won't have labor costs now that we can do it in house. Forsee noted that eight-inch would be about \$2,000 less each. Forsee answered a second question from Magley saying that he was considering having an extra valve in stock. Forsee noted that this allowed the water department to make repairs without shutting off the water service.

SEWER

Foresee said that as it showed in the activity report that they were repairing things and in particular the Insituform (sanitary sewer lining) work went well by the Senior Center, over behind Briarwood and on Bruton. Forsee state that he even had neighbors on Bruton report that they noticed better flow already. Forsee added that we had experienced some restrictions in these lines but we should see improvement in the rate of flow and a reduction in inflow and infiltration (i.e. I&I).

OTHER

Street and Sanitation Department

Activity Report Grenke asked about the cost of dust control on Columbia and Hoffman reported that the cost was about \$600. Magley asked if it was the firm out of Kirksville and Hoffman replied in the affirmative. Harline noted that we had received a request for dust control on Ivy but we expected to do a number of street cuts as houses were built on that street. Magley asked if the developer would be paving the street soon and Harline replied that the subdivision was old enough that the City had no way to force the developer to do so. Vollrath asked for comments and questions on the Activity Report and there were none.

SANITATION

Discussion on trash rates for multi-family and mixed use customers: Harline noted that there was a memo in the packet. Harline noted that the building recently renovated by the Greene's on Railroad Street would pay \$66 for the two dumpster tips per month, but that because of our interpretation of the ordinance we were charging them \$120.75. Harline noted that there were two four-plexes on Columbia where we would like to encourage them to use dumpsters for ease of collection and this approach would allow us to offer a discount. Harline said that by giving the reduced rate for multi-family would cost around \$2,000/year for the city. Harline said that he would like to have a special

policy for mixed use buildings that went along with an ordinance that would allow the City Administrator to design a blended rate that met the specific case. Harline said that based on his current thought process for the mixed use buildings he believed that there could be a special rate for shared dumpsters for commercial customers as well.

Harline noted that the fourth recommendation was to buy dumpsters and offer to rent them to customers. Harline replied to a question from Bormann that the cost of the dumpster rental would be an additional \$10/month and that with the current cost of a dumpster it would take a little over four years until the City had recovered their money. Hoffman noted that the City wouldn't have to chase owners around to repair their dumpsters as the City could simply switch out a good one and repair the customers and return it. Harline stated that the fifth recommendation was to allow one use of the loaner dumpster per year for free for one tip to replace the fall cleanup with additional uses costing \$11/year. Harline said we would also allow residents or contractors to rent it for \$11/week or a monthly rate. Harline said that he would like to charge \$5 per bulky item and \$15 for a special pickup. Harline said that the idea would be to bring forward an ordinance to address all these items at a meeting in the fall. Hoffman said that staff would carry a camera to take pictures to determine if it was large enough Bormann said he felt that there probably wasn't a need for recommendation #3, the shared dumpsters for commercial but the rest seemed like a good idea. Magley said that people would just leave the stuff lying around in their yard. Harline said if they left a mess in their yard it would be an abatement issue but he felt these were low enough and reasonable enough that he hoped people would understand paying for the special service. Hoffman stated that he knew of one pile where he had four guys working twenty minutes to load the trash. Bormann said he felt that customers should pay for the extra service or pay for the service from a different trash hauler. Harline said that the ordinance could be delayed in its start time.

Recycling options: Harline noted that we have studied this with the help of summer intern Danielle Sims and her mom Heidi. Harline stated that the City of Columbia has been easy to work with and there is no charge for processing any of the material except mixed plastic. Harline added that as for mixed plastic, we were taking some to Columbia and some to Ryan Enterprises but it was more expensive to use Ryan Enterprises. Harline said that we may want to continue as is until April when would know if we were going to get a grant for a split-hopper truck. Bormann asked if there were any materials that we couldn't collect or if there was any additional materials being collected and if there were charges. Hoffman noted that no changes had been made to collection, but we could now mix different glass colors together. Harline added that the mixed glass, and the sorted items were processed for free.

Harline asked if the Committee was interested in pursuing a grant for a used split-hopper truck. Harline said this would make recycling collection much easier and could increase participation by making it easier. Bormann and Grenke said that they were in favor in applying for a grant. Harline replied in answer to a question from Bormann that the preliminary grant application was due in November, final application in January and we would know if we received the grant by March in time to let citizens know in the April newsletter. Harline noted that we have an extra bin since we can mix the glass in which we could collect an additional material. Bormann said that he wasn't sure that the City of Columbia would be accepting mixed plastics long with the cost of oil being so low and he wouldn't want to cut Gary Ryan out. Bormann suggested that we continue taking plastic to him until March.

STREETS

Overlay update Harline said that the final price for the overlay was \$162,796.06, with \$13,000 for the overlay between the railroad tracks, which was slightly over the budgeted \$159,421. Harline added that there was plenty of money budgeted in that line item. Hoffman reported that it was the first time

that he knew of that part of Jefferson receiving an overlay. Hoffman stated that he felt that Christensen had done an excellent job in prep work and the overlay. Harline noted that KC Southern did some repairs immediately afterward and left the street less smooth. Grenke said that he had received a request to add south Howard Burton to the list for next year. Harline reported that three different households on Jefferson near the high school were asking about when the City was going to improve that stretch of Jefferson Street.

STORM SEWER

Hoffman reported that Ace Pipe Cleaning was in town and would be doing the storm sewer lining project on East Gano Chance and South Jefferson Street this week.

OTHER

None.

Other

None.

As May Arise

None.

Magley made a motion to adjourn the meeting that was seconded by Lee and approved by unanimous voice vote.

The Committee adjourned 8:15 p.m.

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

The meeting was called to order by Chairman, David Wilkins at 7:00 p.m. Present also were Aldermen Landon Magley, Dick Ward, Don Bormann, Jim Lee and Mayor Grenke. Also attending were City Administrator Matt Harline, Police Chief, Larry Dudgeon, Fire Chief Denny Rusch, Park Director, Erle Bennett, Mike Kinkead, Heather Russell, Lauren Donaldson, Darren Dubes, Rusty Rice, George Moffett, Bruce Donaldson Sue Donaldson, Yvonne Dudgeon and James Smith of the Fireside Guard.

Those present participated in the Pledge of Allegiance.

Pledge of Allegiance

Those present recited the pledge.

Harline asked if the item VI. H. 1. Could be moved up to follow the presentation of the good citizen award. Wilkins asked if there were any objections and seeing none made the adjustment to the agenda.

Comments from Citizens.

None.

Presentation of Good Citizens Award

Mayor Grenke announced that Chief Dudgeon had an award to present in honor of a notable act of citizenship. Chief Dudgeon explained how Ms. Donaldson found a wallet while working at McDonalds and gave it to her boss Mr. Dubes, so that he could return it to the owner. Chief Dudgeon that this was a notable act in this day and age, especially considering neither Donaldson nor Dubes were aware that there was almost \$500 in cash in the wallet. Chief Dudgeon introduced several of the visitors and some spoke. Mr. Rice stated that he owns nine restaurants and he is proud to be here and humbled by the character of these employees. Mr. Moffett stated that he was also very proud of his employees. Chief Dudgeon and Mayor Grenke presented the award to Lauren Donaldson and then to Darren Dubes for their honesty and integrity in turning a lost wallet with a substantial amount of cash. Mayor Grenke said that it was phenomenal behavior in this day and age.

Other General Government

Social Media Policy Harline noted that a draft policy has been included in the packet. Harline added that City Clerk, Heather Russell had been advocating in favor of a use of social media for some time. Harline said that social media would give the City the chance to get information out more quickly and directly than the printed or online Fireside Guard. Harline introduced City Clerk Heather Russell who explained that the policy was pretty much self-explanatory and she was here mainly to answer questions. Grenke supported the idea of the City developing a social media presence. Russell explained that the policy adoption was necessary before launching a social media platform for guidance about what was appropriate and inappropriate behavior on behalf of the city employees. Russell noted that she would have access, the police dispatch would have access for emergency situations and Harline noted that he would have access as a backup to Ms. Russell. Wilkins said that it was important to limit who could speak officially for the City. Russell reported that 55% of people use social media daily and over 70% weekly. Wilkins said this would be especially important in communicating with younger people. Russell explained that all of this would direct people back to information on our website. Wilkins noted that the policy would reduce ambiguity about what was allowed. Russell noted that Twitter was another possibility and that the Chamber and Parks were already using social media. Wilkins asked for the staff to proceed with a policy.

Police Department

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

Closing of Allen Street for the 6th annual Shop Hop: Harline/Chief Dudgeon noted that the Women's Network had submitted a formal request and either the Board or the Police Chief and Mayor could approve the request to close a street. Harline that this is no big deal, he just wanted to follow Policy Resolution R-91-5 that established Policy #13. Harline said it would have to be the Mayor and Chief because the event would be over before the full Board met. Grenke said he thinks it's a good thing keeping the shops open a little later.

Sale of police car update Harline reported that the former police car 821 was currently advertised for sale on GovDeals and a notice is scheduled to appear in the Fireside Guard directing people there on Wednesday. Harline noted that the bid was currently at \$2,050, which is well over the last bid, but, still below the \$2,500 reserve. Harline asked if the Chief and Committee would consider dropping the reserve, since we already have a bid for over \$2,000. Chief Dudgeon said that he felt that \$2,000 was too cheap. Chief Dudgeon replied in response to a question from Grenke that the car is simply sitting there. Harline asked if the Committee was flexible on that price. Lee and Wilkins said that we could make a choice at that time if we were ready to accept a lower bid.

Other: Chief Dudgeon noted that there was an item in the \$1,250 for the purchase of ballistic vests but half would be paid back by a grant that the City had received.

Fire Department

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

Mini-pumper fire apparatus proposals: Harline stated that he had met with a representative of US Bank today and he thinks, with the Mayor having signed in 22 places on the lease-purchase agreement, everything is in order to complete the paperwork for the purchase of the "mini-pumper" fire truck. Harline added that it had been a little more complicated than he thought and the people at US Bank and Banner Fire Equipment had offered great cooperation. Harline said that he is confident

Other Chief Rusch reported that Banner brought in their diagnostic equipment in to test the pumps for the first time in several years. Rusch added that one truck can't draft water from a pond but can spray it. Chief Rusch reported that the SCBA equipment purchase from March is almost done after some complications and having to get some equipment from the City of Columbia. Harline said that we would get everything we need and almost everything we wanted all at the price originally quoted and we would get our money back on the rest. Chief Rusch said this will give us 22 full sets with a backup bottle for each set. Rusch added that the 1986 model truck is having some break issues but they were working on the repair in house.

Emergency Management

Harline noted that the draft resolution to adopting the Hazard Mitigation Plan has been sent to us by the Mid-MO Regional Planning Commission and an ordinance will be prepared to adopt it.

Protective Inspection

Dangerous Building Report: Harline reported on his meeting with the Mayor, Jim Lee, Don Rodgers, Mr. De La Rosa and himself. Harline said that his recommended approach to the next step was included in the draft letter. Harline said that unless there was objections he planned to proceed with requiring Mr. De Le Rosa to submit a new form to effectively reopen his building permit and proceed under the 1996 BOCA code that had been adopted by the City in 1999. Harline explained

that although the original court case that began back in 2003 had noted that the Centralia City Code did not set an expiration on building permits, the BOCA code in place at the time did, and so that would be enforced in the future. Harline stated that if he fails to keep making progress and continues to have inspections every six months, then the City can inspect to see if it can be declared a dangerous building.

Residential structures without water service: Harline said that there were two properties with no water service and no bill and a couple of others that had been shut off but may still have people living there and one that had a bill but no use for several months. Harline said the he wished to proceed with a social service approach to see if we could help, and if not investigate for health code violations. Magley asked if they were paying for trash service and Harline replied that he would investigate. Bormann asked if they might be using sewer without using water.

Economic Development

CREDI Wilkins noted the minutes in the packet and asked for questions and comments. There were none.

Feasibility Study. Harline explained that the process began when a hotel chain approached the City about building a hotel in Centralia and he said that he would require a feasibility study. Harline noted that America's Best Value Inn had said a feasibility study would be a good idea too. Harline stated both the CREDI and Chamber of Commerce Boards of Directors had approved funding for the project and he would like to issue an RFP to conduct a feasibility study for a hotel or motel in the city limits of Centralia. Harline said that if the Committee approved up to \$5,000 then the City could afford up to \$11,500. **Grenke made a motion to direct the staff to prepare an RFP for a feasibility study, but not to exceed \$5,000 to determine if Centralia could support a hotel or motel. Lee seconded the motion.** Harline said that the idea would be to get the study at the lowest and best price. Ward said he thought we were supposed to be paying a third. Harline replied that it would be a third up to \$9,000 but he didn't want to lose the opportunity. Bormann noted that CREDI and the Chamber could agree to increase their amount. **Wilkins called the question and the motion passed unanimously by voice vote.**

Grant locator services: Harline said he would come back with a more detailed report later.

Other: Wilkins noted that there was a Chamber report in the packet with financials from July. Grenke apologized for missing the Grand Opening of Grinders, but his family really enjoyed the food.

Park Board

Refinancing RFP update Mike Kinkead reported that Westport Pool gave a more detailed proposal and used a local contractor for construction approve and that is why they recommended Westport Pools to do the renovation of the pool. Harline said that a contract would be ready for the full Board meeting on Monday if the Committee approved of Westport Pools. **Bormann made a motion to draft an ordinance to approve a design-build contract with Westport Pools, Inc. Magley seconded the motion which passed unanimously by voice vote.**

Cemetery Report

Harline reported that the Cemetery Board met this evening about a couple issues and a report would follow

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. No comments or questions.

Finance

Financial statements for August 2015 were in the agenda packet. Harline replied to the question from Wilkins that the City was doing well on sales tax and the property tax numbers from County Clerk we or adding additional assessed value and utilities were okay.

Bills over \$1,250

Wilkins noted that Committee received a preliminary list of bills over \$1,250 on page 87 of the packet totaling \$510,812.32. Grenke noted that the overlay bill from Christensen was a large part of that amount.

Other

Selecting firm for underground conduit installation project. Harline stated that we changed our strategy for the bids on the boring project making the second bore at each location optional and we received three bids instead of inly one. Harline reported that Lil Rock Electric, Inc. out of Mascoutah, Illinois was the least expensive for one bore at \$94,116. Harline reported that with expenses for engineering and advertising we had already spent about \$45,000 toward that line item, plus we still have to pay for the flagmen. Wilkins noted that the Lil Rock was cheaper at 30 days than Sellenriek at 120 days. Harline said that the reason could be that Lil Rock is just hungrier for work right now. Harline said that Sellenreik was the least expensive for two bores at \$165,000. Harline recommended Lil Rock and one bore. Magley asked if we could charge penalties if they don't meet the 30 day limit. Bormann said that we could only if it was in the bid packet. Harline said that he would investigate that. Grenke asked about the locations and Harline demonstrated on the wall map in the Board Room where the bores would go approximately. Harline stated that both Lil Rock and Sellenriek had good references. In answer to a question from Ward, Harline and Grenke stated that the railroad insisted on flagmen. Harline reminded the Committee that the cost of the flagmen was one reason that the bid from Sellenriek (the only bidder in the previous offer) was so high. **Bormann made a motion for staff to develop a contract and ordinance to approve such contract and bring it back for approval at the meeting the following Monday. Grenke seconded the motion which passed unanimously by voice vote.**

As May Arise

Harline asked if anyone was interested in going on the trip to see the Prairie State power plant and mine in southern Illinois on September. Grenke said that he wanted to go.

Chief Dudgeon noted that the Kiwanis golf tournament was coming up on Saturday, September 26.

Mayor Grenke read a request from the MML for assistance from the member cities to assist with the cost for hosting a reception at the National League of Cities in Nashville, TN in November this year.

Grenke moved that the Committee adjourn. Ward seconded the motion, which was approved by unanimous voice vote. The Committee adjourned at 8:05 p.m.

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

	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE	INVESTMENTS	TOTAL
GENERAL FUND	463,932.79	73,402.41	(151,018.75)	386,316.45	200,000.00	586,316.45
POOL	(683.23)	9,791.03	(17,606.67)	(8,498.87)		(8,498.87)
PARK	48,329.61	13,000.32	(23,779.65)	37,550.28	0.00	37,550.28
RECREATON CENTER	186,432.85	22,817.77	(16,108.37)	193,142.25	0.00	193,142.25
LIBRARY	0.00	11,897.38	(11,897.38)	0.00	0.00	0.00
LIBRARY DEBT SERVICE	0.00	524.20	(262.10)	262.10	28,171.60	28,433.70
CEMETERY	225,953.87	584.02	(3,232.74)	223,305.15	200,000.00	423,305.15
AVENUE OF FLAGS	4,935.55	1.29	(19.98)	4,916.86	0.00	4,916.86
TRAN. SALES TAX REVENUE	262,254.10	9,310.41		271,564.51	0.00	271,564.51
PARK SALES TAX	177,405.28	9,356.76		186,762.04	0.00	186,762.04
WATER-OPERATING	397,920.73	57,040.54	(35,124.51)	419,836.76	0.00	419,836.76
WATER-SECURITY DEPOSIT	16,493.00	700.00	(920.00)	16,273.00	0.00	16,273.00
SANITATION (LANDFILL)	197,982.10	36,409.41	(30,217.34)	204,174.17	0.00	204,174.17
SEWER	220,084.62	22,323.10	(17,642.99)	224,764.73	0.00	224,764.73
ELECTRIC-OPERATING	366,987.20	392,213.47	(364,996.61)	394,204.06	600,000.00	994,204.06
ELECT.-SECURITY DEPOSIT	38,155.00	1,600.00	(2,180.00)	37,575.00	0.00	37,575.00
CAPITAL PROJECTS	11,023.29	186.93		11,210.22	0.00	11,210.22
INTERNAL SERVICE:						
PERSONNEL	(166,500.19)	2,866.63		(163,633.56)		(163,633.56)
FINANCIAL	0.00	8,959.64	(8,959.64)	0.00		0.00
EQUIPMENT USE	457,534.55	26,040.09	(10,558.27)	473,016.37		473,016.37
TOTAL	2,908,241.12	699,025.40	(694,525.00)	2,912,741.52	1,028,171.60	3,940,913.12
A. B. Chance Memorial	2,501.36	0.02		2,501.38	241,203.25	243,704.63
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

Kathy Colvin, Treasurer

CITY COLLECTOR'S REPORT

August, 2015

Real Estate Tax Collections	\$1,960.58
Personal Property Tax Collections	\$2,185.56
Dog Tax	\$60.00
Cat Tax	\$27.00
Merchant's License	\$15.00
Penalties	\$888.98
Railroad/Utility Tax	
Financial Institution Tax	
Sur Tax	
Total	\$5,137.12

Deposited in the Following Funds

General Fund	\$2,395.61
Park Fund	\$1,026.89
Library Revenue Fund	\$1,452.52
Library Bond (Tsfr to Library Debt Service Acct)	\$262.10
Total	\$5,137.12

Submitted by:



Heather Russell, City Collector

City of Centralia Activity Reports

August 2015

Prepared By: Phyllis Brown

BUILDING ADMINISTRATION

Permit Data	Aug-15	Apr 2015 - Mar 2016 Totals
New Residential & Duplex	1	11
Residential Additions, Alterations, Repairs, Elec Upgrade	3	14
Residential Storage Buildings/Fences/Carport/Swimming Pools/Detached Garage	3	11
New Commercial Buildings	1	3
Non Residential Additions, Alterations, Repairs, Elec Upgrade, New Sign	1	5
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	9	44
Permit Valuation	\$116,900.00	\$4,218,500.00

ACTIVITY REPORT

		Aug-15							
		Pay Date				AUG TOTAL HOURS		FYTD TOTALS	
		08/14/15		08/28/15					
		HOURS		HOURS					
Cost Center #	DESCRIPTION	REG	OT	REG	OT	REG	OT	REG	OT
Office	1121 Court	10.50	0.00	7.00	0.00	17.50	0.00	83.50	4.00
	1142 Clerical	36.25	2.00	45.50	7.00	81.75	9.00	405.50	53.25
	1162 Payroll	15.00	3.50	11.00	2.00	26.00	5.50	202.25	31.75
	1163 Purchasing	19.00	5.50	14.00	2.00	33.00	7.50	175.25	33.50
	1165 Accounting	39.50	0.00	37.50	0.00	77.00	0.00	439.25	7.25
	6121 Cashier & Collecting	142.25	21.75	172.75	14.00	315.00	35.75	1,770.00	174.50
	<i>Central Office Monthly Total</i>		262.50	32.75	287.75	25.00	550.25	57.75	3,075.75

Street	1311 Administrative - Street	19.00	2.50	11.50	1.00	30.50	3.50	221.50	14.50
	1312 Street Maintenance	12.00	0.00	133.00	7.50	145.00	7.50	649.00	33.50
	1313 Alley Maintenance	0.50	0.00	0.00	0.00	0.50	0.00	17.00	0.00
	1314 Parking Lots/Sidewalks	51.25	0.25	15.00	0.50	66.25	0.75	89.25	0.75
	1315 Buildings/Grounds	7.50	0.00	5.50	0.00	13.00	0.00	44.50	0.00
	1316 Snow/Ice Removal	1.00	0.00	0.00	0.00	1.00	0.00	126.00	0.75
	1317 Pavement Markings	28.00	0.00	0.00	0.00	28.00	0.00	89.00	0.00
	1318 Culverts	37.00	0.00	3.50	0.00	40.50	0.00	542.00	3.00
	1319 Brush/Tree Control	72.50	4.00	33.50	0.00	106.00	4.00	320.50	33.25
	1331 Streets & Alleys; City Property	66.50	0.00	19.00	0.00	85.50	0.00	207.00	4.50
	2211 Cemetery	6.00	0.50	6.00	0.50	12.00	1.00	64.50	47.00
<i>Street Department Monthly Total</i>		301.25	7.25	227.00	9.50	528.25	16.75	2,370.25	137.25

Water	3111 Administrative - Water	13.50	8.00	36.00	7.00	49.50	15.00	222.00	80.00
	3112 Customer Service - Water	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	3113 Water Wells - Maintenance	4.00	0.00	3.00	0.00	7.00	0.00	33.00	2.00
	3116 Water Service	122.50	4.00	101.50	5.50	224.00	9.50	1,151.00	69.50
	3117 Water Plant	61.00	2.00	57.50	2.00	118.50	4.00	834.50	12.00
	3119 Water Wells - Buildings/Grounds	0.00	0.00	4.00	0.00	4.00	0.00	18.00	0.00
	3121 Administrative - Sewer	0.00	0.00	0.00	0.00	0.00	0.00	3.00	2.00
	3123 Sewer	27.50	4.00	35.00	2.50	62.50	6.50	276.00	22.00
	3125 Lift Stations	22.00	0.00	21.00	0.00	43.00	0.00	211.50	0.00
	3127 Lagoons	12.50	0.00	29.50	0.00	42.00	0.00	246.50	0.00
	3128 Land Application	5.00	0.00	6.00	0.00	11.00	0.00	134.50	8.25
<i>Water Department Monthly Total</i>		268.00	18.00	293.50	17.00	561.50	35.00	3,130.00	195.75

Electric	3131 Administrative - Electric	34.00	2.00	25.00	0.00	59.00	2.00	432.00	19.00
	3132 Customer Service - Electric	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	3133 Buildings/Grounds	3.00	6.00	3.50	6.00	6.50	12.00	149.50	69.00
	3134 Electric Distribution	305.50	20.50	350.25	0.00	655.75	20.50	2,288.00	246.50
	3138 Brush/Trees	25.00	4.00	36.00	0.00	61.00	4.00	728.25	9.25
	3139 Street Lights	14.00	0.00	7.00	0.00	21.00	0.00	144.00	2.00
<i>Electric Department Monthly Total</i>		381.50	32.50	421.75	6.00	803.25	38.50	3,741.75	345.75

ACTIVITY REPORT

			Aug-15							
			08/14/15		08/28/15		AUG TOTAL HOURS		FYTD TOTALS	
			HOURS		HOURS		HOURS			
	Cost Center #	DESCRIPTION	REG	OT	REG	OT	REG	OT	REG	OT
Sanitation	3322	Sanitation	209.50	7.25	182.50	3.00	392.00	10.25	2,259.75	108.50
	3323	Landfill	7.00	9.50	0.00	9.00	7.00	18.50	70.50	68.25
	<i>Sanitation Department Monthly Total</i>			216.50	16.75	182.50	12.00	399.00	28.75	2,330.25

Holiday/Sick/Vacation/Funeral										
	6111	Holiday	0.00	0.00	16.00	0.00	16.00	0.00	492.00	0.00
	6112	Sick Time	53.50	0.00	44.75	0.00	98.25	0.00	398.25	0.00
	6113	Vacation	95.00	0.00	91.00	0.00	186.00	0.00	664.50	0.00
	6119	Funeral Leave	24.00	0.00	0.00	0.00	24.00	0.00	115.00	0.00
	<i>Holiday/Sick/Vacation/Funeral Leave Monthly Total</i>		172.50	0.00	151.75	0.00	324.25	0.00	1,669.75	0.00

Equipment Use:										
	6212	Equipment/Vehicle Maintenance	16.50	0.00	5.50	0.00	22.00	0.00	358.00	7.50
			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	<i>Equipment Use Monthly Total</i>		16.50	0.00	5.50	0.00	22.00	0.00	358.00	7.50

Total Hours Worked			1,618.75	107.25	1,418.00	69.50	3,188.50	176.75	16,675.75	1,167.25
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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	0.00
		Electric Dept Assisted The Fire Dept	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		Electric Dept Assisted The Fire Dept	0.00	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	0.00
		Electric Dept Assisted The Park Dept	0.00	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	0.00
		Electric Dept Assisted The Sanitation Dept	0.00	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	0.00	29.00	0.00
		Electric Dept Assisted The Water Dept	0.00	0.00	1.50	0.00	1.50	0.00	74.50	8.25	
		Police Dept Assisted The Sanitation Dept	0.00	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	0.00
		Street Dept Assisted The Electric Dept	5.00	0.00	35.00	0.00	40.00	0.00	130.25	0.00	
		Street Dept Assisted The Park Dept	1.00	3.50	0.00	0.00	1.00	3.50	54.00	5.00	
		Street Dept Assisted The Police Dept	0.00	0.00	11.00	0.25	11.00	0.25	11.00	0.25	
		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	2.00	0.00	0.00	0.00	2.00	25.50	2.00	
		Water Dept Assisted The Sanitation Dept	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		Water Dept Assisted The Street Dept	0.00	0.00	0.00	0.00	0.00	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	0.00	0.00		
	Total Hours Assisted	6.00	5.50	47.50	0.25	53.50	5.75	365.25	15.50		

WATER DEPARTMENT EQUIPMENT USE

EQUIPMENT USAGE		Aug-15		TOTAL ON EQUIPMENT	
		MILEAGE	HOURS	MILEAGE	HOURS
# 3 1993 Ford F-700 Dump Truck		72.0		58297.0	
# 6 2006 Chev Silverado Pickup		1096.0		91365.0	
# 19 2011 Chev Silverado Pickup		836.0		48726.0	
# 40 Sewer Machine			4.8		352.7
# 42 1984 Homelite Trash Pump			2.2		1221.2
# 74 Sewer Camera Van			38.6		2433.6
# 82 1992 UMC Sewer Van		5.0		89297.0	
# 83 Vac Trailer (Feb 2013 Water Dept reporting now; not Elec Dept)			4.9		189.9
# 87 2013 Chevy 1/2 Ton		1488.0		40180.0	
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			20.3		31.5
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			472.9		
WATER		Aug-15		Jul-15	
1. Monthly Well Water Processed (Raw Water #3, #4 & #6)			29,603,300		20,876,200
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			29,603,300		20,876,200
6. Average Daily Processed			9,549,453		673,426
a. High Day Raw Water			885,000		947,000
b. Low Day Raw Water			510,000		591,100
7. Total Water Processed Apr 2014 - Mar 2015			84,039,900		54,436,600
8. Finished Water to Towers for Month			17,959,000		17,558,000
9. Finished Water to Towers Apr 2014 - Mar 2015			77,911,000		59,952,000
NORTHEAST LAGOON PERFORMANCE		Aug-15		Jul-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			19,400,000		0
9. Yearly Gallons Treated Apr 2014 - Mar 2015			29,892,000		10,492,000
10. Monthly Irrigation Water Pumped			0		0
11. Yearly Irrigation Water Pumped Apr 2014 - Mar 2015			0		0
NORTHWEST LAGOON PERFORMANCE		Aug-15		Jul-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			0		14,620,000
9. Yearly Gallons Treated Apr 2014 - Mar 2015			25,513,000		25,513,000
10. Monthly Irrigation Water Pumped			0		0
11. Yearly Irrigation Water Pumped Apr 2014 - Mar 2015			0		0

STREET EQUIPMENT USE

	Aug-15		Apr 2015 - Mar 2016 Totals	
TRASH COLLECTED ON DAILY ROUTES (Pounds)	452,000		2,243,780	
	Aug-15		Apr 2014 - Mar 2015 Totals	
EQUIPMENT USE	MILEAGE	HOURS	MILEAGE	HOURS
#1 - 1989 John Deer 670B Motor Grader		6.0		3,007.0
#4 - 2002 Feightline Dump Truck	180.0		57,483.0	
#10 - 2008 1-Ton Chevrolet	397.0		34,216.0	
#13 - 2004 Freightliner Sanitation Truck	136.0		83,081.0	
#15 - 1990 Case Model 1550 Long Track Dozer		0.0		3,397.0
#18 - 2001 Dodge 2500 Pickup	223.0		73,496.0	
#20 - 1999 Case Loader 6T-590 <i>Sold 05/2015</i>		0.0		7,615.0
#25 - 2010 Chevy Pickup Silverado	575.0		28,086.0	
#50 - 1997 Gilcrest Propaver		0.0		587.0
#76 - 2008 International Dump Truck	144.0		24,443.0	
#77 - 2013 International Dump Truck	151.0		11,798.0	
#81 - 2009 John Deere Tractor w/Mower		51.0		2,017.0
#85 - 1997 Ford Truck Street Sweeper		4.0		6,426.0
#89 - 2013 Freightline Trash Truck	1,168.0		30,784.0	
#90 - 2014 New Holland B95C Backhoe <i>Purchd Feb 2014</i>		42.0		352.0
#91 - 2015 Chevy 3/4 Ton Pickup <i>Purchd 05/21/2014</i>	137.0		3,453.0	
#123 - 2015 John deere 524 Wheel Loader <i>Purchd 04/20/2015</i>		28.0	125.0	

ELECTRIC EQUIPMENT USE

EQUIPMENT USE	Aug-15		APR 2015 - MAR 2016 TOTALS	
	MILEAGE	HOURS	MILEAGE	HOURS
#26 - 2003 International/Altec Digger Derrick		34.0		3926.0
#27 - 2009 Ford F-550 w/Altec AT40M Aerial Lift Device		83.0		3902.0
#29 - 2001 Ford Altec (+51 hr)		49.0		5978.0
#32 - 2006 Chev Silverado Truck	710.0		61430.0	
#34 - 2000 Chevrolet 1 Ton Truck (+200 mi)	15.0		70335.0	
#38 - 2010 Chevy Pickup 3/4-Ton w/Tool Bed	510.0		35775.0	
#75 - 2008 Kubota Mini Ex		39.0		1650.0
#84 - 2011 Bobcat A770		17.0		902.0
#88 - 2012 Altec DC1317 Series Chipper		3.0		328.0

ACCOUNTS PAYABLE OVER \$1250

September 28, 2015

Ameren (Transmission Charges)	\$30,168.84
Bankcard (Matt ICMA Seattle, Washington \$1679.67)	\$2,253.63
Boone County Resource Management (Bldg. permits 1/15*6/30/15)	\$12,858.08
Boone Electric Cooperative	\$1,629.32
Butler Supply (Elec Dept. Supplies)	\$3,934.94
Central Concrete (Sidewalk Concrete Howard Burton /S Allen)	\$1,442.00
Christensen Construction (Asphalt Paving)	\$162,870.84
City of Columbia (Landfill Charges)	\$9,360.68
Cummins Mid-South (Generators)	\$3,213.80
Engineering Surveys & Services (Wastewater & Methane Gas Testing)	\$1,343.00
H & R Russell Entry (Cemetery mowing)	\$2,375.00
HYDRA-Stop (4"-6" Valve Assay / Flanges)	\$5,637.00
Illinois Power Marketing (Wholesale Electric)	\$144,130.23
ITP (Unit # 13 Parts & Repairs)	\$1,454.73
MECO Engineering Company (SRTS INV # 2)	\$2,600.20
MFA Oil (Fuel)	\$5,614.77
MISO (Monthly)	\$6,417.52
Mississippi Lime (Quick Lime)	\$3,801.00
MJMEUC (Prairie State Charges)	\$81,113.97
S & D Auto Repair (August Billing)	\$1,751.51
UMB Bank (Substation Lease PFMT)	\$12,484.51
USA Bluebook (Digital Cylinder Scale)	\$2,233.41
Wesco (3M Donated Locator)	\$4,127.00
Wilkerson Bros Quarry (Rock)	\$6,458.83
TOTAL	\$509,274.81

ADDED AFTER GGFC MEETING

City Of Columbia (landfill charges)	\$8,757.90
Mo State Troopers Assn (Vest / Tactical carrier)	\$1,485.00
TOTAL:	\$10,242.90

ADDED 9/21/15

Boone Electric Cooperative	\$2,260.04
	\$2,260.04

ADDED TODAY 9/25/15

D & D Tire (Unit # 34 Parts 1672.33 Labor \$764.95)	\$2,437.28
Instituform Technologies (Line sewer Main Briarwood/Bruton/Kellogg)	\$37,083.89
Water & Sewer Supply (Water Dept Supplies)	\$2,210.82
	\$41,731.99

GRAND TOTAL	\$563,509.74
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CHAMBER OF COMMERCE BOARD OF DIRECTORS MEETING MINUTES

SEPTEMBER 9, 2015

The following board members were present Don Bormann, Mike Watson, Amy Byergo, Neva Wilkerson, Regina Kroeger and Teri Evans. The following Chamber members were present Nancy Baca, Lorry Myers. Ex Officio members Ginny Zoellers and Matt Harline. Guests JoDean and Duke Newsted.

Duke presented his Eagle Scout project which is to place a marker honoring Veterans in the City Square Southwest Corner. He showed pictures and the costs of the project. He is currently doing fundraising by speaking to local groups about the project. He does plan to do some fundraising at the Anchor City Cook Off. The board approved donating \$300.00 which is the cost of the concrete slab for the marker.

The board discussed a proposal to share the cost of a hotel feasibility study for Centralia. Cobblestone Hotels has expressed an interest in Centralia and would need a feasibility study, as would any other hotel chain, to determine if the need is there and if the project is a viable project for Centralia. The board President Teri Evans emailed the proposal to Chamber members and received good feedback from those who responded. The dialog allowed for the answering of questions and sharing views on the expenditure. CREDI has already committed to help with 1/3 of the cost with a cap of \$3,500. The balance would be funded by the Chamber and the City. The total cost is estimated to be \$12,000. The Chamber board voted to allocate a 1/3 with a cap at \$3,000. Hubbell expressed that it would be advantageous to the company if there was a hotel available locally for visiting customers and employees. The City will pursue an independent agency to conduct the feasibility which would take 60 days from the hiring date to complete the study.

The board discussed the Welcome Sign the board approved replacing the Business District portion of the Hwy 124 sign and remove the background elements. The Hwy 22 sign will require some additional work. Local groups will be contacted about putting organizational signs on the Welcome Sign with new Welcome to Centralia in an updated font and possibly a larger sign for Hubbell.

The Anchor City Cook Off is coming together to date we have 3 committed teams with many more expected. Most of the teams wait until the last minute based on standings from other contests.

Christmas plans-We have not received approval to use the Elf on the Shelf. The Director will try to contact them again. Coop advertising will be \$90.00 per business for 5 weeks if the businesses are interested. The Red Wagon parade will be December 5. Motorized entries are allowed but will be separated from the red wagons.

Board members were reminded about the Ribbon Cutting at Grinder's Bakery at 4:00 p.m.

Questions about the clarification of the budget were discussed. The Director will try some modifications to see if the format is easier to understand.

A BILL TO CREATE A RESOLUTION ENTITLED:

“A RESOLUTION OF THE CITY OF CENTRALIA, MISSOURI, ADOPTING A FORMAL WRITTEN POLICY TO DEVELOP STANDARD OPERATING PROTOCOLS FOR THE USE OF SOCIAL MEDIA BY EMPLOYEES OF THE CITY OF CENTRALIA, MISSOURI.”

WHEREAS, The City of Centralia, Missouri, desires to improve communication to and from the citizens and visitors to the City; and

WHEREAS, the Board of Aldermen of the City of Centralia, Missouri, desires to promote transparency, open communication with the public and rapid dissemination of information in emergency situations; and

WHEREAS, the Board of Aldermen of the City of Centralia, Missouri, believes that the use of social media may be an important tool to reach the aforementioned goals.

NOW THEREFORE BE IT RESOLVED that the Board of Aldermen of the City of Centralia, Missouri, hereby adopts this policy and gives the City Administrator or his designee the authority to establish social media accounts (e.g. Facebook, Twitter), maintain these accounts and communicate on behalf of the City of Centralia, Missouri via social media within the following policy guidelines and limits:

CENTRALIA, MISSOURI POLICY

NUMBER 25

Summary: These are the City’s guidelines for those City of Centralia, Missouri employees who participate in social media on behalf of the City of Centralia, Missouri. These guidelines will continually evolve as new technologies and social networking tools emerge.

Purpose: This document outlines the rules and guidelines that should be followed when working in social media on the City’s behalf.

Reasons to use social media: Social media platforms offer many advantages and help open up government to encourage citizen participation, strengthen our democracy and support a civic culture.

- Increase transparency in government
- Enable rapid response
- Identify trends before they take off
- Listen to residents and customers thus enabling the City to improve services
- Expand communication tools with vast distribution system for content

Scope: Applies to all City of Centralia, Missouri, employees or contractors creating or contributing on the City’s behalf of blogs, wikis, social networks, virtual worlds, or any other kind of social media both on and off www.centraliamo.org (and City-related websites).

Definition

Social Media – The various activities that integrate technology, social interaction, and content creation. Through social media, individuals or groups can create, organize, edit or comment on, combine, and share content. Social media uses many technologies and forms, including social-networking, blogs, wikis, photo-sharing, video-sharing, podcast, social bookmarking, mash-ups, widgets, virtual worlds, microblogs, Really Simple Syndication (RSS) and more. Social media examples include blogs, wikis, Facebook and Twitter accounts, etc.

POLICY

Social Media Coordinator: The Social Media Coordinator is appointed by the City Administrator, with authority to use social media on behalf of the City of Centralia, Missouri, administration, utilities, boards and commissions, volunteer fire department and is the coordinator of joint efforts between these departments and the police department, Centralia, Parks and Recreation, any other city agencies and outside partner organizations. The Social Media

Coordinator is primarily responsible for ensuring the appropriateness of content. The Social Media Coordinator may train and then appoint additional users of social media for the City of Centralia, Missouri.

Appointment of additional users of social media users: The Social Media Coordinator may appoint additional users of social media on behalf of the City of Centralia, Missouri. All users, including the City Administrator, the Social Media Coordinator, and anyone else using official City of Centralia, Missouri, social media accounts must sign user's agreement to follow this policy.

Compliance with laws. City staff shall comply at all times with all applicable federal, state and county laws, regulations and policies including, but may not be limited to, copyright, records retention, federal First Amendment provisions, privacy laws, employment related laws and City established computer usage policies.

Accuracy in social media: Intentional misrepresentation of City policy or City activities to the detriment of the organization or repeated unintentional misrepresentations are cause for disciplinary action. All statements must be true and not misleading and all claims must be substantiated. What City social media comments you publish may be around for a long time, so consider the content carefully.

Personal use of social media: City staff are not permitted to publish, post, blog or produce any information about City policy or activities in their personal social media activity unless the message is an accurate statement of open records or correctly stating or referencing established City policy. Any personal comments or opinions must clearly state that the opinions expressed are only the opinions of the individual and not the City. Social media users shall write what they know. Ensure content is relative to your area of expertise, as it relates to your position with the City. Please refer Centralia Policy #14 (Use of City Provided Computers...) for policies on use of personal social media accounts during working hours.

Prohibited Topics - Do not write any content or postings on City of Centralia, Missouri social media sites that involve or are related to the following:

- Promotion or endorsement of political issues, any partisan political parties or candidates, any political groups or individuals;
- Items involved in litigation or likely to be litigated in the future;
- Posts containing profane language or content;
- Nonpublic information of any kind including City policies still in development unless public input is being sought;
- Illegal or banned substances and narcotics;
- Pornography or other offensive illegal materials;
- Defamatory, libelous, offensive or demeaning material;
- Private/Personal matters of yourself or others;
- Disparaging or threatening comments about or related to anyone;
- Personal, sensitive or confidential information of any kind;
- Discriminatory remarks, harassment or threats of violence;

Publishing any content or post containing any of the above listed topics shall be subject to disciplinary action, including dismissal, on the first offense.

New accounts: Launching or publishing a new City of Centralia, Missouri social media account requires the written permission of the City Administrator or the Mayor.

Content review and disciplinary action: The City will monitor content on social media sites to ensure adherence with the guidelines in this document. The City Administrator or Social Media Coordinator retains the authority to remove pages or close sites if necessary. Employees who fail to comply with these policies are subject to disciplinary action, including dismissal.

Department responsibility: Departments are ultimately responsible for providing current and accurate information to be posted on the City's social media site to the person (or persons) designated with the responsibility of updating the site when necessary. When possible, content should always link back to the City's website.

GENERAL USE GUIDELINES

The following guidelines are suggestions and intended to assist employees in avoiding any policy violations.

Be open. One of the great benefits of social media is the interaction between the City of Centralia, Missouri and the public. Take in ideas. Share relevant feedback and input with relevant colleagues. Are you adding value? There are millions of words out there. The best way to get yours read is to write what people will value. Communication should help City residents, City employees and others in the region. It should be thought-provoking and build a sense of community.

Be transparent. Honesty, or dishonesty, will be quickly noticed in social media environments. When blogging, or commenting about your work with the City of Centralia, Missouri, use your real name, identify that you work for the City and be clear about your role.

Be accurate. Did you make a mistake? If you make a mistake, admit it. Be upfront and quick with your correction. If you are posting information, you may choose to modify an earlier post – just make it clear that you have done so.

Avoid controversial issues. If you are about to publish something that may be considered controversial, please take a moment to refer back to these guidelines or check with the City Administrator before posting. Ultimately, the decision about what you publish is yours – as is the responsibility.

Perception is reality. In online social networks, the lines between public and private, personal and professional are blurred. Just by identifying yourself as a City of Centralia, Missouri employee, you are creating perceptions about the City.

Be judicious. Identify the goal. Create a clear goal that you are trying to reach by creating the social media platform. Not all forms of social media may be appropriate for use by City departments. Don't set up a Facebook page before you determine that it is the best solution to help you achieve your business goal.

Responsibility. What you write is ultimately your responsibility. Participation in social computing on behalf of the City is not a right and it therefore needs to be taken seriously and with respect. Take all measures to maintain your professionalism and do not appear to be combative in the demeanor of your language. Follow the rules.

PASSED AND APPROVED by the Board of Aldermen of the City of Centralia, Missouri this 28th day of September, 2015.

Mayor, Tim Grenke

ATTEST:

City Clerk, Heather Russell

G:\Meetings\03 - Board of Aldermen\2015 - 2016\9-28-2015Rescheduled\Adopting a Policy Resolution to Establish a Formal Social Media Policy - Resolution.docx

Cover Illustrations (surrounding outline map of Boone County and its jurisdictions, counterclockwise from upper left):

Outdoor Warning Siren Activation Zone Map (p. 77),

DFIRM Flood Zones, Boone County, MO (p. 141)

USACE National Levee Database map for Hartsburg area (p. 171),

Concentrated Sinkholes and Potential Collapse Areas (southern Boone Co., p. 228)

Highest Projected Modified Mercalli Intensities by County (p. 216)

The planning process for the update of the Boone County Hazard Mitigation Plan was led by the Mid-Missouri Regional Plan Commission through a contractual agreement with the MO State Emergency Management Agency and Boone County.

NOTE: The following pages contain the Executive Summary of the Boone County Hazard Mitigation Plan 2015 and Vulnerability Summaries for the hazards analyzed. The plan in its entirety can be found online at:

<http://www.mmrpc.org/reports-library/hazard-mitigation-reports/>.

Mid-Missouri Regional Planning Commission

206 East Broadway, P.O. Box 140

Ashland, MO 65010

Phone: (573) 657-9779

Fax: (573) 657-2829



Executive Summary

Hazard mitigation focuses on anticipating and lowering risks to lives and property. Natural hazards are taking an increasing toll on lives and property in the United States. The number of FEMA declared Presidential Disasters across the nation has increased drastically over the past two decades. The year 2011 (when an EF-5 tornado devastated the Missouri town of Joplin) set a record with 242 disaster declarations. The cost of these disasters has also increased in recent years, in part because of increased population and a larger built environment but also because of the magnitude of many recent disasters. Hazard mitigation, the cornerstone of emergency management, seeks to address these issues.

Hazard mitigation can save lives and property; it also makes good economic sense. A 2005 study conducted by the National Institute of Building Science found that every dollar spent on mitigation activities saves four dollars in post-disaster recovery costs. Hazard mitigation is a good business practice for both the public and private sectors.

The Plan: Boone County and its jurisdictions have had a FEMA approved hazard mitigation plan in place since 2005; the plan, and the mitigation strategy within it, is updated every five years as required by federal law. For the 2015 update, the Boone County plan has been enhanced to an All Hazards Mitigation Plan. In addition to profiling eleven natural hazards, the plan now also profiles eleven technological/human-made hazards which are potential threats. A risk assessment is included for each potential hazard.

The risk assessment (Sections 4 and 5) indicates the natural hazards posing the greatest threat to Boone County as a whole are: tornado, thunderstorm, severe winter weather, and an earthquake of significant magnitude at the New Madrid Seismic Zone. Flood, levee failure, and dam failure are of particular concern for certain jurisdictions. Land subsidence/sinkhole development is of growing concern for some jurisdictions as development proceeds at a rapid pace.

The technological/human-made hazards posing the greatest potential threat are a public health emergency, utility service disruption, unwanted intruder incident which turns into an active shooter event, cyber attack, and terrorism.

Mitigation Currently in Place: Much progress in mitigation has been made in Boone County since the first plan was written in 2005; many mitigation activities are in place in the regular operations of the county, its communities, educational institutions, and special districts. However, much remains to be done.

A number of mitigation actions have been completed since the 2010 update of the plan: the Villages of Harrisburg and Huntsdale joined the NFIP (National Flood Insurance Program), new Flood Insurance Rate Maps (FIRMS) were adopted by jurisdictions, and the Boone County Storm Water Master Plan was completed.

2015 Mitigation Strategy: The current mitigation strategy, found in Section 6.1 of the plan, lays out a series of actions to be focused on during the coming five years. Each of the actions has been analyzed as to applicable jurisdiction(s), the agency or department which will lead the effort, and the means of implementing and financing the action. All of these decisions were made by jurisdictional representatives participating as members of the hazard mitigation planning committee.

Not every action in the overall mitigation strategy applies to each jurisdiction. For example, “Continue to supply updated GIS base map information...” is an action carried out by Boone County with the help of the City of Columbia. Other jurisdictions do not need to do anything with this action, although they do benefit from it. An example of an action particular to only one jurisdiction is “Replace 2, 3, and 4 inch water lines with 6 inch lines...” this action is specific to the City of Sturgeon. An example of an action applicable to many jurisdictions is “Develop Continuity of Operations Plan (COOPs)”;

this is an important action which many of the jurisdictions will be undertaking to address their own particular circumstances.

Each participating jurisdiction in the plan has resolved to execute some of the specific actions outlined in the strategy. Section 6.3 of the plan contains a subsection for each participating jurisdiction which outlines the actions for which that jurisdiction is responsible. Government officials can easily find their jurisdiction in Section 6.3 in order to thoroughly familiarize themselves with the tasks ahead.

While it is to be hoped that many of the mitigation actions in the strategy will have been completed before the next five-year update, nothing in the plan is legally binding on the participating jurisdictions.

The 2015 countywide mitigation strategy is shown in its entirety below, organized by the five major mitigation goals. (Actions continuing from the 2010 plan are in italics while new actions for 2015 are in regular text.)

Goal 1: Mitigation Planning - Mitigate the effects of future natural, technological, and human-made hazards throughout the County through public and private action.

- *Continue to supply updated GIS base map information to support changing/updating the D-FIRM maps using local, accurate data.*
- Continue to participate as a partner in FEMA's RISKMap process.
- *Continue with monthly testing of warning systems in compliance with procedures set out by the Office of Emergency Management.*
- *The Public Works Department will adhere to a routine maintenance schedule for brush cutting and tree trimming to keep branches from overhanging roads.*
- *Encourage the local water district to have adequate fire flow.*
- Conduct a flow study along major highway routes to help determine quantities of hazardous materials being transported through Boone County.
- Conduct a survey of generator needs of critical infrastructure in Planning Area; include information on sizing, hookup, and fuel storage.
- Conduct detailed risk assessments and cost/benefit analyses of telecommunications and networking vulnerabilities in individual municipalities.

- Investigate tools for automated notification system to be used collaboratively throughout Boone County and its jurisdictions.
- Develop Continuity of Operations Plans (COOPs).
- Strategize and establish local source(s) of sustainable mitigation funding to be used by participating jurisdictions in the Boone County Hazard Mitigation Plan as direct project funding and/or as local match for outside grants.
- *Encourage underground utilities where feasible.*
- *Review and formalize relationships with cooling and warming centers in each community.*
- Establish agreements with cellular providers for "Cell on Wheels" units to be made available in case of telecommunications disruption.
- Work with owners of dams not regulated by the State who are willing to develop Emergency Action Plans (EAPs).

Goal 2: Mitigation Policy - Develop policies that limit the impact of natural, technological, and human-made hazards on lives and property.

- *Continue to enforce flood damage prevention/floodplain management ordinances in compliance with NFIP requirements.*
- *Add sinkhole regulations to stream buffer/storm water ordinance.*
- *Develop policy and enforcement regulations concerning burning permits.*
- *Review building codes every two/three years for possible update.*
- *Develop regulations for roads on dams.*

Goal 3: Mitigation Programs - Implement cost effective and feasible mitigation programs to protect lives and property of Boone County jurisdictions.

- *Secure high value equipment located outside county and municipal buildings (e.g. HVAC, generators, communication equipment).*
- *Replace 2, 3, and 4 inch water lines with 6 inch lines to ensure adequate supply for fire flow.*
- *Mitigate the effects of flooding on public infrastructure.*
- Move the salt dome at the University of Missouri to protect Hinkson Creek in case of damage from high winds or tornadoes.
- *Ensure evacuation plans are adequate for nursing homes and special needs populations.*
- *Continue to meet Revised Statutes of Missouri concerning earthquake emergency system and earthquake safety in schools.*
- *Evaluate and maintain emergency preparedness plans.*
- *Conduct emergency preparedness exercises periodically throughout the year.*
- *Build tornado safe room(s) or harden part(s) of existing structure(s) to FEMA 361 standards.*
- *Encourage shelters to have alternative heating sources.*
- Acquire generators and power transfer hookup equipment.
- Develop strategy for preparedness planning and 72-hour provisions for most vulnerable populations; include strategies for food, water, hygiene, and medical supplies.

- Continue to increase capacity to prevent and respond to unwanted intruder/active shooter events.
- Host Psychological First Aid courses in order to create a local Psychological First Aid capacity.
- Continue to comply with requirements of FAA 139 and TSA 1542 at Columbia Regional Airport.
- Enhance alert and warning capabilities.

Goal 4: Public Awareness - Increase public awareness of natural, technological, and human-made hazards in order to make the public a greater partner in hazard mitigation planning.

- *Continue to educate the public on all hazards.*
- Promote the purchase and use of NOAA radios.
- Promote Ready-in-3 materials in-house at the Columbia/Boone County Dept. of Public Health and Human Services and at public events.

Goal 5: Future Development - Promote hazard-proof development in the jurisdictions of Boone County.

- Target Repetitive Loss Properties for flood buyout.
- Acquire properties susceptible to flood damage when buyout grants are available.

Funding and Funding Issues: Some actions in the current mitigation strategy can be put in place given minimal resources and some staff time. However, there are some very important mitigation activities which require major funding. For example, there is a serious lack of tornado safe rooms in the jurisdictions and tornadoes/high winds are one of the greatest threats in the area. More generators and power transfer hookups are also needed to mitigate power outages that often accompany damaging winds or severe winter storms. (Severe winter storms occur almost every year and have been responsible for five Presidential Disaster Declarations since 2002.)

The Federal Emergency Management Agency (FEMA) has both pre-disaster and post-disaster mitigation grant programs to help local jurisdictions with mitigation projects. These programs are outlined in Section 6.5 of the plan. The jurisdictions participating in the plan are eligible to apply for funding from these programs; a 25% local match is typically required for the funds received.

Unfortunately, there has been a severe decline in recent years in the amount of pre-disaster federal money available. This creates the unfortunate situation where most federal funding for local mitigation projects becomes available after a disaster has occurred - if a Presidential Disaster Declaration is declared. At that point, 20% of the total federal cost of the disaster is awarded to the state to be used for mitigation projects.

Given the current state of federal funding assistance, the 2015 hazard mitigation planning committee recognized the pressing need to establish reliable and sustainable sources of local funding for mitigation projects. An action has been included in the current mitigation strategy to

strategize and establish such local funding sources; these local funding pools could be used both for projects and for local matches if/when federal funds become available.

Planning Process: A plan is only as good as the planning process which developed it. Boone County and its jurisdictions undertook a thorough update of this hazard mitigation plan over a nine month period in 2014-15.

The update was completed with the active participation of nineteen jurisdictions in Boone County (the county itself, nine communities, six school districts, two colleges, and one university). Representatives from these jurisdictions comprised the hazard mitigation planning committee which met for seven general sessions. In addition, meetings were held with other established committees in Boone County and with individuals particularly knowledgeable on specific topics. The draft plan was presented at two public meetings, and published on the website of the Mid-MO Regional Planning Commission, to allow for input from the general public.

The plan will be evaluated and maintained on a yearly basis with the help of the planning committee; the next complete update will be undertaken in five years.

The ultimate test of a plan is the action taken on the roadmap presented. It is to be hoped that many of the mitigation actions in this plan will have been completed before the next five-year update. Action on the strategy in this plan will help to ensure a greater, and more cost-effective, level of protection for the citizens and property of Boone County and its jurisdictions.

The Boone County Hazard Mitigation Plan can be found online at:
<http://www.mmrpc.org/reports-library/hazard-mitigation-reports/>.

Vulnerability Summaries – Natural Hazards

FLOOD

The entire planning area is at risk from some type of flooding. The most common types of flooding in the area are flash and sheet flooding associated with heavy downpours. This is of particular concern in the unincorporated parts of Boone County, where roads can become impassable, and in the City of Columbia, where flash flooding affects a number of NFIP repetitive loss properties. Climate change is causing an increase in heavy downpours and this will, in turn, most likely increase the frequency and/or severity of flash flooding.

Flooding of the Missouri River is a potential problem for the areas near the river: the unincorporated areas of Boone County, the jurisdictions of Hartsburg, Huntsdale, and Rocheport and also the City of Columbia, which has significant infrastructure situated in the river bottoms.

Some county roads near the river become impassable during times of high water levels. The incorporated areas of Hartsburg and Huntsdale are protected both by agricultural levees and the Katy Trail, which acts as a levee, but the levees and trail require sandbagging at times of high river levels. Most of Rocheport is also protected by the Katy Trail; the trail is also sandbagged at this location at times of potential flooding. The levees, along with the sandbagging efforts, have kept these towns safe from flooding for the past few decades; however, there is always the possibility that the levees could be overtopped, or fail, with very high river levels.

The City of Columbia's infrastructure near the river is protected by berms and the McBaine Levee; again, there is always the potential for the levee to be overtopped or fail. Columbia can also experience flooding from the backup of a major tributary branch when the Missouri River is high.

All major jurisdictions of the planning area are members of the NFIP and have floodplain regulations in place. In addition, Boone County and the City of Columbia have put extensive time, energy, and resources into developing storm water plans and regulations. These factors, plus a high awareness of the threat of potential flooding, all act to help mitigate the vulnerability to this hazard.

LEVEE FAILURE

Boone County, the Villages of Hartsburg and Huntsdale, and the City of Columbia are all vulnerable to levee failure.

The Villages of Huntsdale and Hartsburg are both protected from Missouri River flooding by major agricultural levees (the McBaine Levee and Hartsburg Levees, respectively). These levees also protect some county roads and agricultural lands; in addition, the McBaine Levee protects some of Columbia's critical infrastructure and significant public utilities located in the floodplain.

These levees failed during the 1993 Missouri River flood. Changes in management of the Missouri River, including major wetland restoration projects along the river's long course, have

helped to control flood levels on the lower Missouri since that time. In addition, some properties in the floodplain were abandoned, moved, or bought out following that flood; this reduced the number of structures vulnerable to flooding/levee failure. Regular maintenance and inspection of the levees has helped to ensure their integrity to withstand the pressures of rising river levels.

The risk of flooding from levee failure remains, however. The warning time afforded by a hazard such as levee failure, which has a long period of onset, will allow for preparations and evacuations to take place, should the need arise.

DAM FAILURE

The jurisdictions of Boone County, Centralia, Columbia, Hallsville, and Hartsburg are all vulnerable to dam failure. There are 127 known dams in the planning area; of these, only 17 are regulated by the state. (A dam must be 35 feet or higher to fall under state regulations.) The rest of the 127 dams do not fall under any regulatory authority.

Boone County, Columbia, Hallsville, and Hartsburg all have high hazard dams which would affect their jurisdictions if failure occurred. (The high hazard classification indicates the presence of permanent dwellings in the downstream environment and the probable loss of human life from dam failure.) The non-regulated dam situated on the city limits of Centralia poses less of a threat due to its downstream environment.

The Dam Safety Program of the Missouri Department of Natural Resources has been working with the owners of state regulated high hazard dams to develop Emergency Action Plans (EAPs). Inundation studies on these dams, and the EAPs, will be available in 2016. This will be a great aid for local governments in planning for growth and development.

A major looming issue remains concerning the unregulated dams in the planning area. The data for unregulated dams in the DNR National Dam Inventory, including their ownership and hazard classification, dates back to the late 1970s and early 1980s. A high number of these unregulated dams are in Boone County and Columbia where the pace of growth and development is strong; their classifications may not accurately reflect current downstream conditions. In addition, there is a lack of knowledge of the physical condition and maintenance of these dams.

The DNR Dam Safety Program has offered to assist county governments in conducting meetings for owners of non-regulated dams who are interested or willing to develop EAPs. A mitigation action has been included in this plan for the jurisdiction of Boone County to follow up on this offer and work with the owners of these dams.

In 2014, Boone County updated its subdivision regulations to regulate the construction and maintenance of new dams greater than 25 feet in height located within or adjacent to new subdivisions or developments. These regulations will help mitigate the risk posed by some new dams in the future.

EARTHQUAKE

The entire planning area is vulnerable to the risk of damage from an earthquake in the New Madrid Seismic Zone (NMSZ) located in southeastern Missouri. Boone County is one of 46 “critical counties” where school districts are required by state law to establish earthquake emergency procedure systems in every school.

Studies and predictions indicate that there would be significant damage to poorly built structures in the planning area from a 7.6 magnitude (Richter) quake in the NMSZ. In addition to structural damage, and possible injury/loss of life, the planning area could be affected by an influx of people needing sheltering, disruption of the flow of goods, calls for assistance from other areas, and the psychological traumatization of the population.

There is extensive ongoing education and preparation in the planning area for the possibility of an earthquake event.

LAND SUBSIDENCE/SINKHOLES

Boone County, Columbia, Ashland, Centralia, Hartsburg, and Rocheport are all vulnerable to land subsidence/sinkholes.

The majority of the known sinkholes and potential collapse areas in the planning area are in unincorporated Boone County. The southern part of the planning area is especially vulnerable to this hazard due to the karst topography. A number of the mapped potential collapse areas overlap the boundaries of the City of Columbia. The presence of potential collapse areas in and around the City of Columbia (especially to the south, west, and north) is an important consideration for the jurisdictions of both Boone County and the City of Columbia due to vigorous growth and development in those areas.

Mapped potential collapse areas associated with known sinkholes also overlap the boundaries of a number of other jurisdictions. However, none of these jurisdictions have known sinkholes located within their boundaries.

- Ashland – There is a mapped potential collapse area in the northwest part of the city associated with a large number of known sinkholes.
- Hartsburg – There is mapped potential collapse area in the easternmost part of the city associated with known sinkholes to the north and southeast.
- Rocheport – The city is located within a potential collapse area associated with a large number of sinkholes to the southeast. However, according to city officials, there has never been a known collapse within the city.

Sinkhole collapse in karst areas poses the threat of contamination of the groundwater over a wide region. The new Boone County Stormwater Ordinance, adopted in 2010, has put permitting regulations in place for any type of land disturbance within sinkhole areas.

Mapped potential collapse areas associated with underground mines exist in the northern part of the planning area. One of these areas lies adjacent to the southeast boundary of the City of Centralia and another within a quarter mile of the northern boundary of the Village of Harrisburg; others lie within the northern and northeastern parts of the City of Columbia.

The potential for land subsidence or collapse from underground mines in northern Boone County is greater than the current mapping would indicate. Historically, there were numerous small underground coal mining operations in the area but the locations of most of these operations are unknown.

SEVERE THUNDERSTORMS (INCLUDING DAMAGING WINDS, HAIL, AND LIGHTNING)

Thunderstorms with damaging winds, hail, and lightning are common, dangerous, and often costly occurrences in the planning area. These weather events can be expected almost every year and every jurisdiction is highly vulnerable to these hazards.

Both human life and the built environment are at risk; the impact on the built environment has been quite costly in the past and this can be expected to continue into the future.

Public awareness education, excellent weather coverage by the local media, an excellent outdoor warning system, and regular emergency exercises in the schools help mitigate the risk to human life. However, there is a great need throughout the planning area for more safe rooms to protect from high wind events; this is especially true in the schools. Additionally, more vigorous promotion of NOAA radio use would help protect the general public. Additional generators and power transfer hookups are needed in case of widespread and/or lengthy power outages. All of these identified needs have been targeted for action in the mitigation strategy; funding remains an issue for the more costly safe rooms and generators/power transfer hookups.

TORNADO

The entire planning area is highly vulnerable to the potentially devastating impact of tornadoes. Their random nature and potentially quick speed of onset pose particular risks for human life. Tornadoes of the magnitude known to historically occur in the area can wreak extensive and costly structural damage.

Public awareness education, excellent weather coverage by the local media, an excellent outdoor warning system, and regular emergency exercises in the schools help mitigate the risk to human life. However, there is a great need throughout the planning area for more safe rooms to protect from high wind events; this is especially true in the schools. Additionally, more vigorous promotion of NOAA radio use would help protect the general public. Additional generators and power transfer hookups are needed in case of widespread and/or lengthy power outages. All of these identified needs have been targeted for action in the mitigation strategy; funding remains an issue for the more costly safe rooms and generators/power transfer hookups.

SEVERE WINTER WEATHER

Severe winter weather is one of the most common and costly natural hazards to affect the planning area; it has been responsible for three federal Emergency Disaster Declarations and five Presidential Disaster Declarations for Boone County since 2002. In addition, climate data indicates that winter storms are increasing due to changes in the climate. All participating jurisdictions are vulnerable to this hazard.

Some of the worst problems from severe winter weather occur when ice storms affect the area; widespread and lengthy power outages can occur. In addition, traffic accidents are a major source of injuries during severe winter weather.

The planning area has numerous mitigation activities in place which help mitigate the hazards associated with severe winter weather: active tree trimming programs to protect power lines; excellent media coverage of winter weather advisories and warnings; a snowplowing plan whereby streets critical for emergency procedures receive first priority; and abundant Red Cross certified shelters.

DROUGHT

Drought of some degree is a common occurrence in the planning area. The unincorporated agricultural areas of Boone County are the most vulnerable but all jurisdictions are potentially vulnerable to both direct structural damage and cascading economic effects during extended and serious drought conditions.

Based on recent data (2000-2103), the most common drought in the planning area is a Moderate Drought (D1); the average drought during this period lasted 4.4 months. Droughts in the planning area can be more severe and long-lasting, however. An extended nine month drought in 2012-2013 was rated D4 (Exceptional Drought) at its severest point.

Drought conditions are carefully monitored at the state and national levels; state law requires the Missouri Department of Natural Resources to implement a drought response system to ensure the quantity and quality of available water resources.

EXTREME HEAT

All jurisdictions are vulnerable to the effects of extreme heat. Extreme heat is already responsible for more weather-related deaths than any other hazard in the country; it is also one of the hazards shown to be increasing with changes in the climate.

Heat stroke and loss of life are the most significant consequences of extreme heat. While heat-related illness and death can occur due to exposure to intense heat in just one afternoon, heat stress on the body has a cumulative effect. The persistence of a heat wave increases the danger.

The elderly in general are vulnerable to the effects of extreme and/or prolonged heat; the 2010 Census recorded 15,072 citizens in Boone County (9.3% of the population) as 65 years and older. However, any residents without access to air conditioning, or shade and water if outside, are very vulnerable to this hazard.

The City of Columbia, the major population center in the planning area, is well equipped with cooling centers to help protect those most vulnerable. Warnings regarding the dangers of extreme heat are widely broadcast during times of threat.

In addition to the human toll, prolonged extreme heat can result in livestock deaths, fish kills, and infrastructure damage; drought in conjunction with extreme heat exacerbates the situation.

WILDFIRE

Wildfire is not a major threat in the planning area; however, all participating jurisdictions are potentially vulnerable. While wildfires occur on a regular basis, they are usually easily suppressed by a quick response from the fire districts and thus limited in their spread and destruction.

The threat is greatest in unincorporated Boone County, where most of the fires occur, and in Columbia, Harrisburg, Hartsburg, and Rocheport which incorporate significant areas of medium or high density wildland urban interface or intermix.

Vulnerability Summaries – Technological and Human-made Hazards

PUBLIC HEALTH EMERGENCY

A public health emergency can come in many sizes and shapes. The entire planning area is vulnerable; the greatest known threats are an epidemic/pandemic or an emergency arising from radiological, chemical or biological terrorism. There is a high chance that a public health emergency might evolve in the midst of another disaster, complicating both response and recovery.

The planning area is probably better prepared to meet a public health emergency than many locales. The excellent work of the Columbia/Boone County Department of Public Health and Human Services (PHHS) has resulted in extensive planning and provisioning for a wide variety of possible emergencies. There are significant medical and hospital resources in the planning area. Coordination between PHHS and federal, state, and local agencies is excellent.

Nonetheless, a significant risk still exists; the potential sources of a public health emergency are numerous, varied, dangerous, and continually evolving.

HAZARDOUS MATERIALS RELEASE

The entire planning area is vulnerable to a hazardous materials release. However, hazardous materials are highly regulated by federal law; multiple safeguards and emergency response teams are in place to mitigate the potential threat of a hazardous material incident.

The Boone County Local Emergency Planning Committee (LEPC) identifies residential garages as one major concern in hazardous material spills. This is due to the potential toxic, flammable, or reactive mix which may be created where numerous chemicals are stored in close proximity. Petroleum-based spills on the highways are the other major area of concern.

As some of the more rural areas of the county experience a transition from agriculture to urban development, past hazardous material spills may be a roadblock, or at least an added expense, on the way to development.

TRANSPORTATION INCIDENT

While the potential exists for a major air transportation incident in the planning area, the probability of its occurrence is quite low. The jurisdictions at risk, should an accident occur, are the City of Columbia, where the regional airport is located, and the surrounding areas in Boone County which are flown over at lower altitudes during takeoff, ascent, descent, and landing.

A transportation incident involving an airplane is a low probability/high severity event. While an accident involving a large plane would most probably result in injuries and at least some loss of life, the vulnerability to this hazard has been assessed as low due to the extreme rarity of such events.

NUCLEAR INCIDENT

While there is one research nuclear located in the planning area, and a large commercial reactor in an adjacent county, all jurisdictions in the planning area have a very low vulnerability to adverse effects from a nuclear incident.

The location of the University of Missouri-Columbia Research Reactor (MURR) within the City of Columbia poses virtually no threat due to the type of reactor and radioactive materials being used.

There is an extremely low probability of an incident occurring at the Callaway Nuclear Plant in adjacent Callaway County due to extensive industry regulations industry and the numerous safeguards in place. Should a major incident occur, there is the possibility of contamination of food and water in the planning area but this would be dependent on the nature of the incident and meteorological conditions at the time of release. There are extensive guidelines in place at the state and federal level to deal with such a possibility.

In the case of a major incident occurring at the Callaway Plant, some personnel and facilities in the planning area would potentially function in a supportive role for the emergency response.

UTILITY SERVICE DISRUPTION

All participating jurisdictions in the planning area are vulnerable to a utility service disruption. Electrical power is the most commonly disrupted utility; this is usually due to severe winter weather or damaging winds. The duration of these outages can last from hours to days.

Water utilities are periodically disrupted in the planning area to the level of “boil orders” being issued for drinking water. The expansion and contraction of the clay soils which predominate in many areas can cause pipe breakage; this in turn lowers pressure and opens a gateway to possible contamination in the system. This is especially a problem in times of severe drought.

Natural gas and wastewater are also vulnerable to disruption although these are less common occurrences.

The numerous backup systems, other mitigation activities, and strong working relationships in the planning area help to lessen the risks associated with all utility disruptions.

TELECOMMUNICATIONS DISRUPTION

All participating jurisdictions in the planning area are vulnerable to telecommunications disruption. The greatest threat for a serious telecommunications disruption is damage to the commercial telecommunications systems. Telecommunications towers are vulnerable to ice storms, damaging winds, tornadoes and terrorism. Commercial providers are often co-located on these towers so damage to one tower can affect two or three providers. Underground telecommunication components are vulnerable to flooding and earthquakes.

Various federal programs and services, mutual aid agreements, and an active amateur radio organization in Boone County all help to ensure that communications for emergency services stay intact.

A current telecommunications problem being mitigated in the planning area is the lack of an available radio signal at Battle High School in Columbia. To remedy this situation, the County is building a new radio transmission tower at the school in a cooperative agreement with Columbia Public Schools.

CYBER ATTACK

The entire planning area is vulnerable to cyber attack in some fashion; it is an increasingly serious threat in the planning area, as it is throughout the developed world. It is important that local governments have both backup systems and continuity of operations plans in place to help mitigate the risk associated with this hazard.

UNWANTED INTRUDER/ACTIVE SHOOTER

The entire planning area is vulnerable to an unwanted intruder/active shooter event. There has been an intensive focus in the planning area on preventing, mitigating, and preparing to respond to this type of event. Programs have been put in place which will continue to expand on the current capabilities.

While the risk of an unwanted intruder/active shooter event is of special concern to the educational institutions with their responsibility for large numbers of students, the data indicates that over 75% of incidents actually occur outside of school settings. The prevention, mitigation, and preparedness activities in the planning area are addressing this reality through the widespread training of all emergency personnel and a widening focus beyond the schools.

TERRORISM

Terrorism within the U.S. is a fairly rare event when looked at from the perspective of the size of the country. While terrorism has been dramatically increasing worldwide since about 2004, it has been declining in the U.S. since the 1990s. But terrorism is, by its nature and continual evolution, unpredictable. It can take many forms and all jurisdictions in the planning area are vulnerable.

Given the rarity of a terrorist event in the U.S., the planning area would be considered to have a low vulnerability to this hazard; however, that is not zero vulnerability. It is important to be aware of and monitor any potential threats on the local level.

CIVIL DISORDER

Civil disorder is not a major concern for the planning area; the historical record would indicate a mostly peaceful history of protests and demonstrations through some very challenging times. The last major incident of civil unrest, a lynching, took place almost 100 years ago.

While there is a low probability of civil disorder, the City of Columbia, Columbia College, Stephens College, and the University of Missouri are vulnerable to this hazard. The University of Missouri has adopted a proactive approach to civil disorder by working with demonstration leaders to assure freedom of speech rights while clearly delineating the boundaries of appropriate conduct.

MASS CASUALTY/FATALITY EVENT

Mass casualty/fatality events are a fairly common occurrence in the planning area; all participating jurisdictions are vulnerable to such events.

Historically, the majority of mass casualty/fatality events have been related to vehicular accidents on roads and highways. However, many of the hazards profiled in this plan could cause mass casualties or fatalities; mitigation for those hazards also helps to mitigate for these events.

CENTRALIA

Figure 3.21	
Centralia Profile	
City classification	4 th class
Population (2010)	4,027
Total housing units (2010)	1755
Median household income (ACS)	\$44,625 (+/- \$6,214)
Median owner-occupied housing value (ACS)	\$87,300 (+/- \$12,145)
Water service	City of Centralia
Electric service	City of Centralia
Sewer service	City of Centralia
Fire service	City of Centralia
Ambulance service	Boone Hospital Center
Emergency Operations Plan	Yes
Continuity of Operations Plan (COOP)	No
Master plan	Yes
Building regulations	Yes
Zoning regulations	Yes
Subdivision regulations	Yes – underground utilities required; post-development flows must mimic pre-development flows for stormwater
Stormwater regulations	No
Floodplain regulations	Yes
NFIP member	Yes
Website	www.centraliamo.org
Sources: City staff; US Census (2010); ACS (American Community Survey 2009-2013)	

The Mayor and the Board of Aldermen are the policy making bodies in the city government. Centralia also has the following offices and staff positions:

- City Administrator
- City Clerk
- Fire
- Police
- Foreman of Streets and Sanitation
- Foreman of Water and Sewer
- Line Foreman

Historic Properties

The National Register of Historic Properties lists the following properties in Centralia:

- Albert Bishop Chance House and Gardens
- Chatol

Figure 3.22

Centralia - Property and Valuation			
Buildings		Value	
Type and Number		Assessed	Market
Residential	1,536	\$24,557,710	\$129,251,105
Commercial	122	\$11,537,740	\$36,055,438
Agricultural	na	\$36,681	\$305,675
Real Property Total		\$36,132,131	\$165,612,218
Personal Property		\$12,158,131	\$36,401,590
Railroads and Utilities		\$705,682	\$2,205,256
Total		\$48,995,944	\$204,219,064
Source: Boone County Assessor's Office			
City Owned Property			
	Count	Value	
Buildings	7	\$11,606,043 (replacement)	
Vehicles	67	\$1,002,388 (insured)	
Source: City of Centralia Insurance Statement			

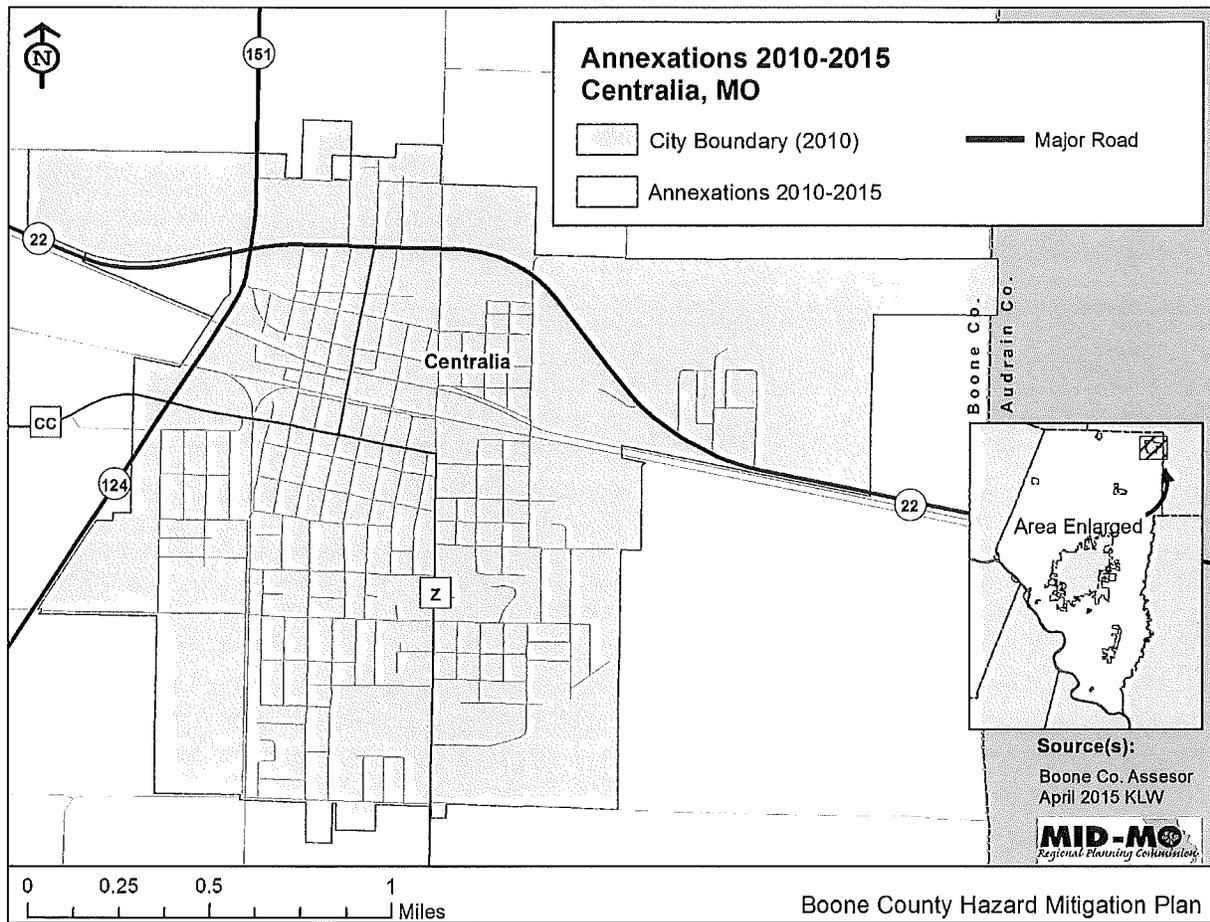
Relevant Changes since 2010

The City of Centralia has a new City Administrator who is in the process of reviewing the plans and notes of the previous Administrator.

Additional undergrounding has been accomplished and improvements to the electric grid are underway to minimize outages across town during significant, but not catastrophic, storms. In addition, a backup generator has been installed at the Fountain Street sanitary sewer lift station.

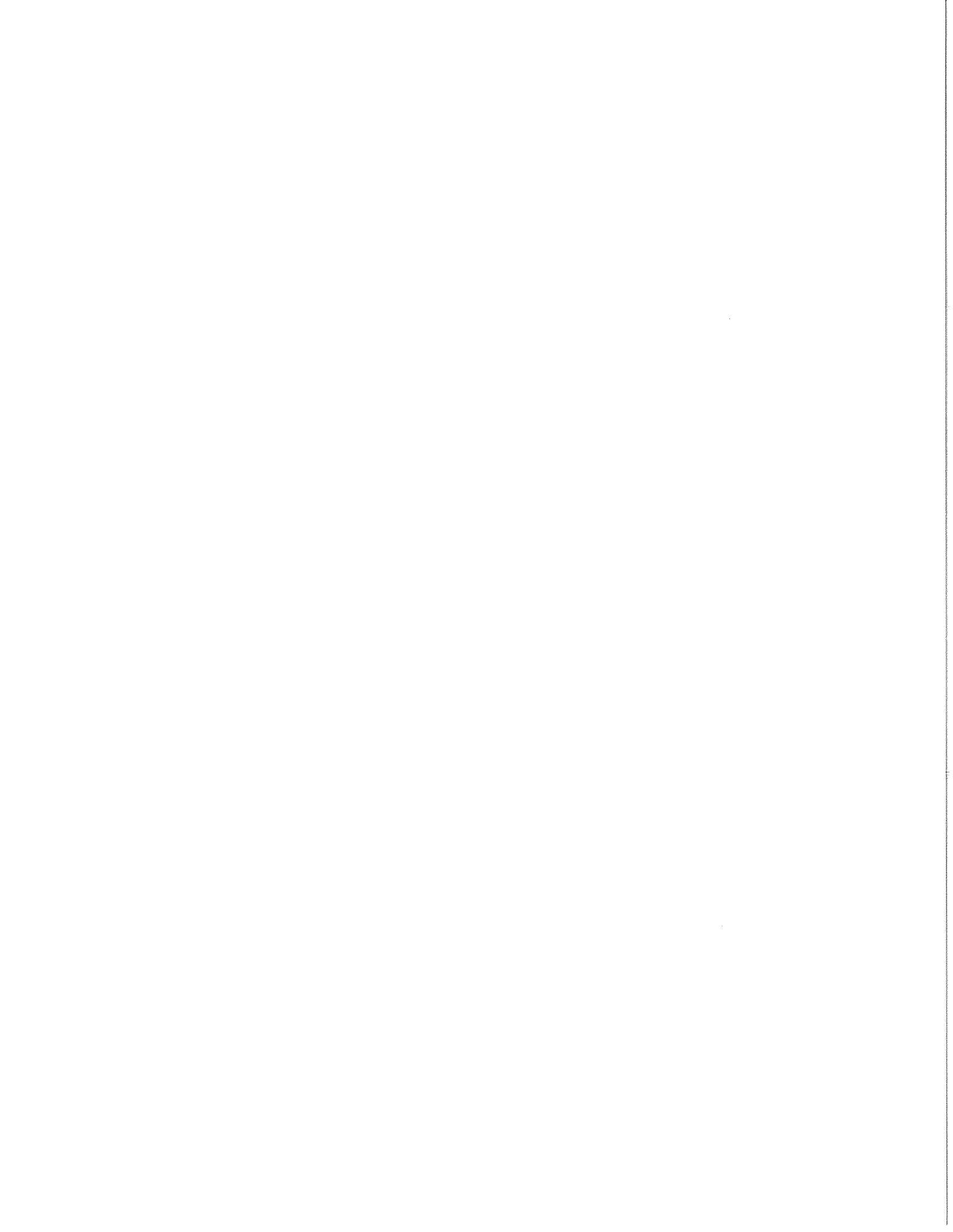
The City has annexed two areas since 2010 (Figure 3.23).

Figure 3.23



Future Development Plans

The City anticipates additional growth at the boundaries of the City with possible small annexations. In addition, there are two subdivisions on the southwest part of the City which have not been fully built out. They would likely fill out before the year 2020.



CENTRALIA

Action #	1.1.3
Mitigation Action	Continue monthly testing of outdoor warning sirens in compliance with procedures set by the Office of Emergency Management.
Priority	High
Lead Department or Agency	Centralia PD and Centralia Electric Department
Partners, if any	Boone County Joint Dispatch
Plan for Implementation and Administration	Ongoing
Benefits (Losses Avoided)	IC,EM
Projected Cost	No additional cost
Potential Funding Sources	na
Projected Completion Date	Ongoing
Criterion for Completion	Sirens are being tested monthly

Action #	1.1.10
Mitigation Action	Develop a Continuity of Operations Plan (COOP).
Priority	High
Lead Department or Agency	City Administrator
Partners, if any	All departments
Plan for Implementation and Administration	This is currently in development.
Benefits (Losses Avoided)	IC,PD,LF,EM
Projected Cost	Low
Potential Funding Sources	City funds
Projected Completion Date	4/1/2017
Criterion for Completion	Plan is written and approved by the Board of Aldermen

Action #	1.2.1
Mitigation Action	Encourage underground utilities where feasible.
Priority	Medium to High
Lead	City Administrator
Partners	-
Plan for Implementation and Administration	This is being done and will continue.
Benefits (Losses Avoided)	IC,PD,LF,EM
Projected Cost	Minimal
Potential Funding Sources	Electric Fund
Projected Completion Date	Ongoing
Criterion for Completion	Utilities are underground in new developments

Action #	2.1.1
Mitigation Action	Continue to enforce flood damage prevention/floodplain management ordinances in compliance with NFIP requirements.
Priority	High
Lead	City Administrator
Partners	-
Plan for Implementation and Administration	This is an ongoing process when issuing building permits and reviewing subdivision plans.
Benefits (Losses Avoided)	IC,PD,LF,EM
Projected Cost	Minimal
Potential Funding Sources	Internal Funds
Projected Completion Date	Ongoing
Criterion for Completion	Ordinances are enforced

Action #	2.1.3
Mitigation Action	Develop policy and enforcement regulations concerning burning permits.
Priority	Low
Lead	City Administrator
Partners	Volunteer Fire Department
Plan for Implementation and Administration	Regulations are in place concerning when and how burning can take place.
Benefits (Losses Avoided)	IC,PD,LF,EM
Projected Cost	Minimal
Potential Funding Sources	Internal Funds
Projected Completion Date	Ongoing
Criterion for Completion	Policy is in place and enforced

Integration into Other Planning Mechanisms

In Centralia, recognition of the flood plain hazard is part of the comprehensive plan and current subdivision regulations. Studies have been performed for expansion of and improvements to the electric and water supply utilities. The recommendations of these studies are being incorporated into drafts of an updated comprehensive plan and capital improvement plans and budgets.

BILL NO _____

RESOLUTION NO R-15-05

A BILL TO CREATE A RESOLUTION ENTITLED:

“A RESOLUTION ADOPTING THE BOONE COUNTY MISSOURI HAZARD MITIGATION PLAN OF 2015 AS THE HAZARD MITIGATION PLAN FOR THE CITY OF CENTRALIA, MISSOURI.”

WHEREAS, the Boone County Missouri Hazard Mitigation Plan of 2015 is a multi-jurisdictional hazard mitigation plan prepared in accordance with FEMA requirements at 44 C.F.R. 201.6; and

WHEREAS, the City of Centralia, Missouri participated in the preparation of the Boone County Missouri Hazard Mitigation Plan of 2015; and

WHEREAS, the citizens of the City of Centralia, Missouri have been afforded an opportunity to comment and provide input on the Plan and the mitigation action therein; and

WHEREAS, the City of Centralia, Missouri has reviewed the Plan and affirms that the Plan will be updated no less time than every five years,

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

SECTION 1. The City of Centralia, Missouri hereby adopts the Boone County Missouri Hazard Mitigation Plan of 2015 as this jurisdiction’s Hazard Mitigation Plan, and resolves to execute the actions in the Plan.

SECTION 2. All Motions or Resolutions in conflict herewith are hereby replaced.

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

PASSED AND APPROVED by the Board of Aldermen of the City of Centralia, Missouri, this 28th day of September 2015.

Mayor, Tim Grenke

ATTEST:

City Clerk, Heather Russell

BILL NO. _____

ORDINANCE NO. _____

A BILL TO CREATE AN ORDINANCE ENTITLED:

“AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK OF CENTRALIA, MISSOURI TO ENTER INTO A CONTRACT WITH THOMAS W. AND R. EILEEN PATTON AND THE CORNERSTONE BAPTIST CHURCH TO CONSTRUCT A SANITARY SEWER EXTENSION FOR PUBLIC DEDICATION TO THE CITY OF CENTRALIA, MISSOURI.”

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

SECTION 1. The Mayor and City Clerk of the City of Centralia, Missouri are hereby authorized and directed to execute a contract with Thomas W. and R. Eileen Patton and the Cornerstone Baptist Church to construct a sanitary sewer extension for public dedication to the City of Centralia, Missouri.

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 28th day of September, 2015.

Mayor

ATTEST:

City Clerk

This ordinance approved by the Mayor this 28th day of September, 2015.

Mayor

ATTEST:

City Clerk

SEWER EXTENSION AND CONSTRUCTION AGREEMENT

This Agreement made and entered into between and among CORNERSTONE BAPTIST CHURCH, Centralia, a Missouri not-for-profit corporation, hereinafter referred to as “Cornerstone,” THOMAS W. PATTON and R. EILEEN PATTON, hereinafter referred to as “Patton,” and the CITY OF CENTRALIA, Missouri, a municipal corporation, organized and existing under the laws of the State of Missouri with governmental offices in Centralia, Boone County, Missouri, hereinafter referred to as “City”.

RECITALS AND AGREEMENT

A. Cornerstone owns the following described real property located on the north side of the City of Centralia and recently annexed into the City of Centralia, described as follows:

A tract of land containing 1.84 acres, more or less, located in the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section Ten (10), Township Fifty-one (51) North, Range Eleven (11) West, of the Fifth (5th) Principal Meridian, in the City of Centralia, Boone County, Missouri, including Lot One (1) of North Star Subdivision as shown by the plat recorded in Plat Book 14, Page 77, Records of Boone County, Missouri, said tract of land being shown and described by the survey thereof recorded September 11, 2014 as Instrument No. 2014017612 in Book 4350, Page 78, Records of Boone County, Missouri.

Subject to easements, restrictions, reservations, and covenants of record, if any.

B. Patton owns the following described real property located on the north side of the City of Centralia, described as follows:

THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 51 NORTH, RANGE 11 WEST, BOONE COUNTY, MISSOURI, AND ALSO THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 51 NORTH, RANGE 11 WEST, BOONE COUNTY, MISSOURI, EXCEPT THE EAST 15 FEET THEREOF FOR ROAD PURPOSES.

EXCEPTING THEREFROM THAT PART CONVEYED TO KENNETH D. INGEBRITSON AND DEBRA E. INGEBRITSON, HUSBAND AND WIFE, BY WARRANTY DEED DATED DECEMBER 30, 1980 AND RECORDED IN BOOK 481, PAGE 357, RECORDS OF BOONE COUNTY, MISSOURI.

AND ALSO EXCEPTING THEREFROM THAT PART CONVEYED TO WILLIAM A. MCDOWELL AND DEBRA E. MCDOWELL, HUSBAND AND WIFE, BY WARRANTY DEED DATED APRIL 7, 1995 AND RECORDED IN BOOK 1144, PAGE 929, RECORDS OF BOONE COUNTY, MISSOURI.

AND ALSO EXCEPTING THEREFROM THAT PART CONVEYED TO GREGORY D. INGEBRITSON AND DAPHNE L. INGEBRITSON, HUSBAND AND WIFE, BY WARRANTY DEED DATED MARCH 28, 1997 AND RECORDED IN BOOK 1313, PAGE 515, RECORDS OF BOONE COUNTY, MISSOURI.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

C. City is the owner of and owns a water and sewer system that is adjacent to and located in the middle of the road known as Hickman Street in Centralia, Boone County, Missouri, and which north ending point the sewer line connected to the northernmost manhole on Hickman Street in Centralia, Boone County, Missouri.

D. Cornerstone has recently had their property annexed into the City.

E. Cornerstone and Patton desire to connect to the sanitary sewer collection system of the City.

F. That the City has agreed to allow Cornerstone and Patton to connect to the City sewer system.

G. The City is consenting to allow Cornerstone and Patton to extend the main eight-inch (8") sewer line in the right-of-way and approximately six (6) feet west of Hickman Street to a point located on the Patton property, all as more fully shown by an approximate drawing of the same marked "Exhibit A".

H. That Cornerstone and Patton have agreed that Cornerstone will contract with Donaldson Excavating, LLC pursuant to a bid attached hereto and marked "Exhibit B". That attached hereto and incorporated herein by reference is "Exhibit C" indicating the materials and specifications used for the existing main sewer line from a point south of the Hickman Street/Fairground Street intersection to the intersection of Hickman Street and Fairground Street. That Donaldson Excavating, LLC agrees that the materials and specifications to be used in carrying out the contract shown as Exhibit B will be consistent with the materials shown on Exhibit C together with any other required standard materials used in the City of Centralia main sewer installation requirements. That attached hereto and incorporated herein by reference is "Exhibit D" reflecting the two manholes between which the Exhibit C specifications apply.

I. That upon completion of the extension of the main eight-inch (8") sewer line, the City agrees to allow Cornerstone and Patton to connect to the main sewer line as extended at such time as Cornerstone and/or the Pattons agree to connect to the City sewer line.

J. That the City of Centralia has a policy that allows the extension of sewer mains by owners who are responsible for extending the sewer main, completing the construction of the same, and maintaining the same for a period of one (1) year after final finished construction of the sewer main.

K. That following one (1) year from completion, the City agrees to accept the extended sewer main and to henceforth provide all maintenance and repair for said sewer main from the existing main manhole at the intersection of Fairground and Hickman Street in Centralia, Missouri.

L. That Cornerstone and Patton agree that the work will be commenced as soon as possible after the completion of a survey by Mark Robertson Surveying, which said survey shall be provided to Cornerstone, the Pattons and the City.

M. That the estimated cost of the Mark Robertson Survey is One Thousand Two Hundred Dollars (\$1,200.00).

N. That the estimated cost as shown by Exhibit B for the extension of the main sewer extension is Eleven Thousand Nine Hundred Eighty-Four Dollars and 56/100 (\$11,984.56).

O. That of the total estimated cost of Thirteen Thousand One Hundred Eighty-Four Dollars and 56/100 (\$13,184.56), Cornerstone shall pay Five Thousand Dollars (\$5,000.00) of said expense, and the Pattons will pay Eight Thousand One Hundred Eighty-Four Dollars and 56/100 (\$8,184.56).

P. In the event there are any unexpected additional costs as provided on page 2 of Exhibit B, the same shall be added to and paid by the Pattons as part of their share of the overall costs.

Q. That Cornerstone and Patton agree that Cornerstone has been represented in this matter by Elton W. Fay, Grimes, Fay & Kopp, LLC, Attorneys at Law, and that the Pattons have had an opportunity to have this Agreement reviewed by their own attorney.

R. That the Pattons shall reimburse Cornerstone for one-half (1/2) of the costs of preparing this Agreement.

- S. That the City has reviewed and hereby acknowledges and consents:
1. To the main sewer extension; and
 2. The connection to the sewer system by Cornerstone and the Pattons; and
 3. Waives any objections to the survey by Mark Robertson; and
 4. Approves the specifications for the installation as provided herein; and
 5. City shall have the right to inspect the installation of the main sewer extension during the construction thereof as the City may desire and any objections to the installation shall be promptly communicated to Donaldson Excavating, LLC.

T. That the City agrees that the bid as shown on Exhibit B meets or exceeds the City installation requirements for main sewer lines.

U. That the City approves the Exhibit B estimate and further approves that the Donaldson Excavating, LLC is acceptable to the City for installing the extension of the main sewer line at the cost and expense of Cornerstone and the Pattons.

V. That any sewer connection charge by Cornerstone or the Pattons shall be waived by the City with the understanding that Cornerstone and the Pattons will be responsible for connecting to the main sewer line as extended and to pay for and maintain the connection between the new main sewer line extension and their individual property.

W. That the connection to the main sewer line by Cornerstone and the Pattons shall be with a six-inch (6") connecting line.

X. Cornerstone and Patton shall pay the charges as may be required by the City for the actual use of the sewer facilities by their individual properties at such time as the sewers are actually used by Cornerstone and/or the Pattons. Cornerstone and/or the Pattons may connect to the extended main sewer line in accordance with the provisions of the City of Centralia ordinances as currently developed. The cost of such connection is to be at the expense of the property owners, Cornerstone and/or Pattons, and at no expense to the City.

Y. City shall have no ownership of nor be responsible for the maintenance of such extended main sewer line for a period of one (1) year from the date of completion of the construction and shall have no liability attached thereto as a result of any malfunction of such system. However, one (1) year from the date of completion, the City shall assume ownership of and be responsible for all repair, maintenance or replacement of such main sewer line as extended, and thereafter, no liability shall attach to Cornerstone or Pattons as a result of any malfunction of such system.

Z. Any cost of maintenance, repair, or replacement during the one (1) year period from the completion of the extension to the assumption of the line by the City shall be at the equal cost of Cornerstone and the Pattons from the existing manhole sewer at Fairground and Hickman to the point of the sewer connection tap to the Cornerstone property. That any maintenance, repair, or replacement from the Cornerstone sewer connection point to the north end of the main sewer extension during the first year after completion of the construction shall be at the sole expense on the Pattons.

AA. That any further extension of the main sewer line beyond what is provided herein shall be solely at the expense of the City.

BB. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Missouri.

CC. This Agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

DD. Any modification of this agreement or additional obligation assumed by any party hereto in connection with this Agreement shall be binding only if evidenced in writing, signed by each party or an authorized representative of each party.

EE. The failure of any party to this Agreement to insist on the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

FF. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provisions if any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by each party subsequent to the expungement of the invalid provision.

GG. If any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party or parties, in addition to all sums that either party may be called on to pay, a reasonable sum for the attorney fees of the successful party.

HH. Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth in the signature portion of this Agreement.

II. No party to this Agreement shall be liable to the other for any loss, costs, or damage, arising out of, or resulting from, any failure to perform in accordance with the terms of this Agreement or such failure shall be beyond the reasonable control of such party, which, as employed in this Agreement, shall be deemed to mean, but not be limited to, acts of God, strikes, lockouts, or other industrial disturbances, wars, whether declared or undeclared, blockades, insurrections, riots, governmental actions, explosions, fire, floods, earthquake, or any other cause not within the reasonable control of any of the parties hereto.

JJ. Each party to this Agreement has caused to be executed the Agreement set forth herein which shall be valid upon the last signature to be attached with the date beside each signature to be representative of the date signed.

Date: _____

CORNERSTONE BAPTIST CHURCH CENTRALIA

By: _____
President/Board Chairman

ATTEST:

(No Seal)

Secretary

Date: _____

THOMAS W. PATTON

Date: _____

R. EILEEN PATTON

Date: _____

CITY OF CENTRALIA

By: _____
Authorized Representative of the City of Centralia

I, _____, an authorized representative of Donaldson Excavating, LLC, hereby state that I have read the above and foregoing Sewer Agreement and that the terms set forth therein shall be complied with and the construction completed in accordance with the Agreement by the undersigned by the undersigned Donaldson Excavating, LLC.

Date: _____

DONALDSON EXCAVATING, LLC

By: _____
Authorized Manager or Member

NORTH
↑

Exhibit A.

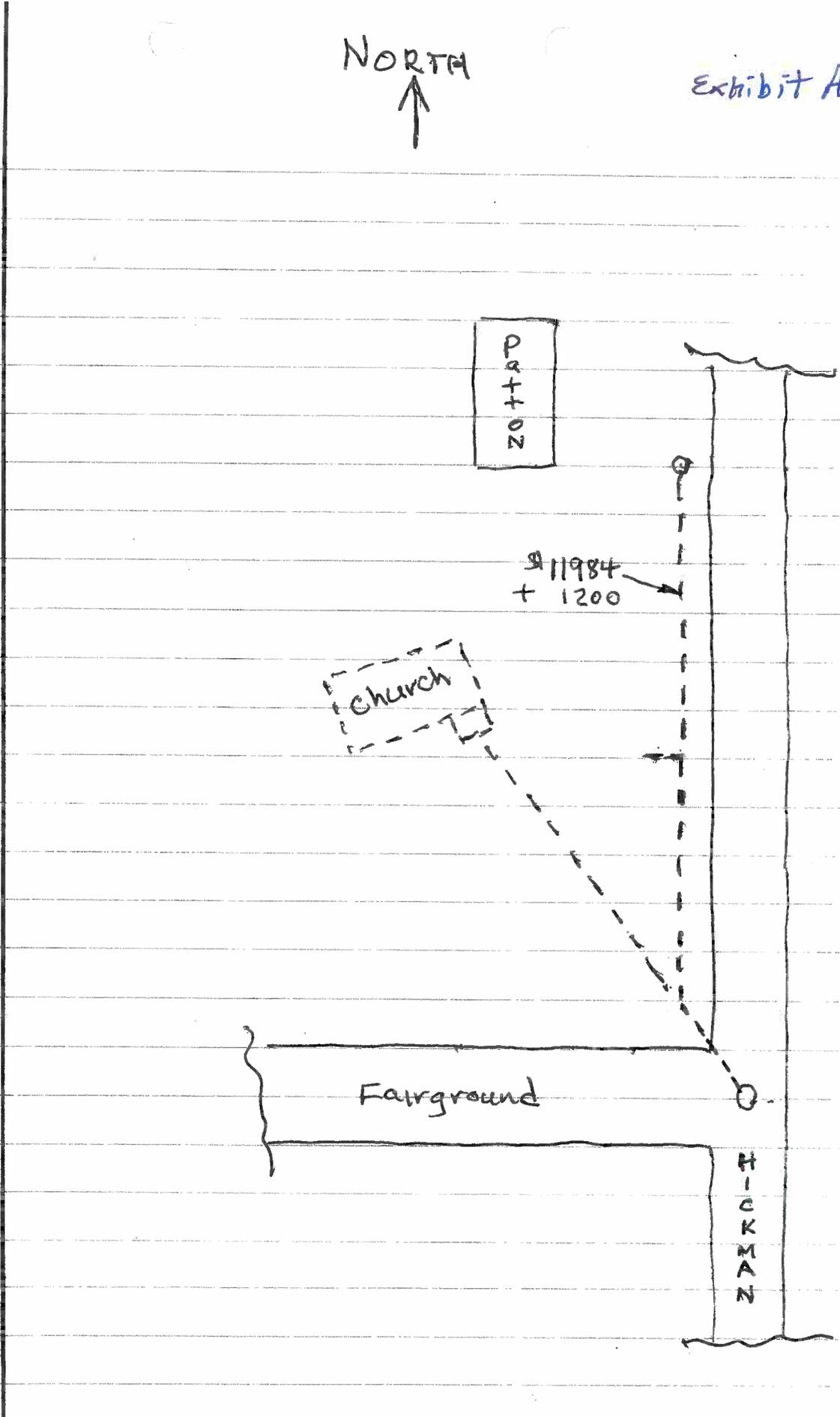
2011 AD

911984
+ 1200

Church

Fairground

HICKMAN



PROPOSAL

**Donaldson Excavating, LLC
25498 Audrain Road 808
Mexico, MO 65265
Phone: 573-581-2414
Fax: 573-581-2861**

Date: 9-9-2015

PROPOSAL SUBMITTED TO:

WORK TO BE PERFORMED:

NAME AND ADDRESS:

Ron Beard

Sanitary Sewer Extension for new church

We hereby propose to furnish the materials and perform the labor necessary for the completion

1. 440' - 8" pipe	\$ 1,188.00
2. 1- Service Lateral	\$ 250.00
3. Saw asphalt street and repair with concrete	\$ 450.00
4. 142 ton 1" clean rock	\$ 2,343.00
5. 1- Manhole	\$ 1,600.00
6. Coring and Cutting to cut hole in existing manhole in street.	\$ 500.00

Donaldson Excavating Proposal

7. Installation of all material		\$ 4,575.0
8. Utility crossings		\$ 750.00
9.	Tax on material	\$ 328.56
10.	TOTAL	\$ 11,984.56
11.		
12.		

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications for above work, and completed in a substantial workmanlike manner.

ANY ALTERATIONS OR DEVIATIONS FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDER, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE PROPOSAL. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL.

Respectfully Submitted: Darren Donaldson

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Date: _____ Signature _____

Upstream Manhole: C-02-150
Rim Elevation: 877.08 Ft

Integrity™ Sewer Analyst

Downstream Manhole: C-02-145
Rim Elevation: 877.18 Ft

Sewer Report

Material: Precast
Depth: 10.40 Ft

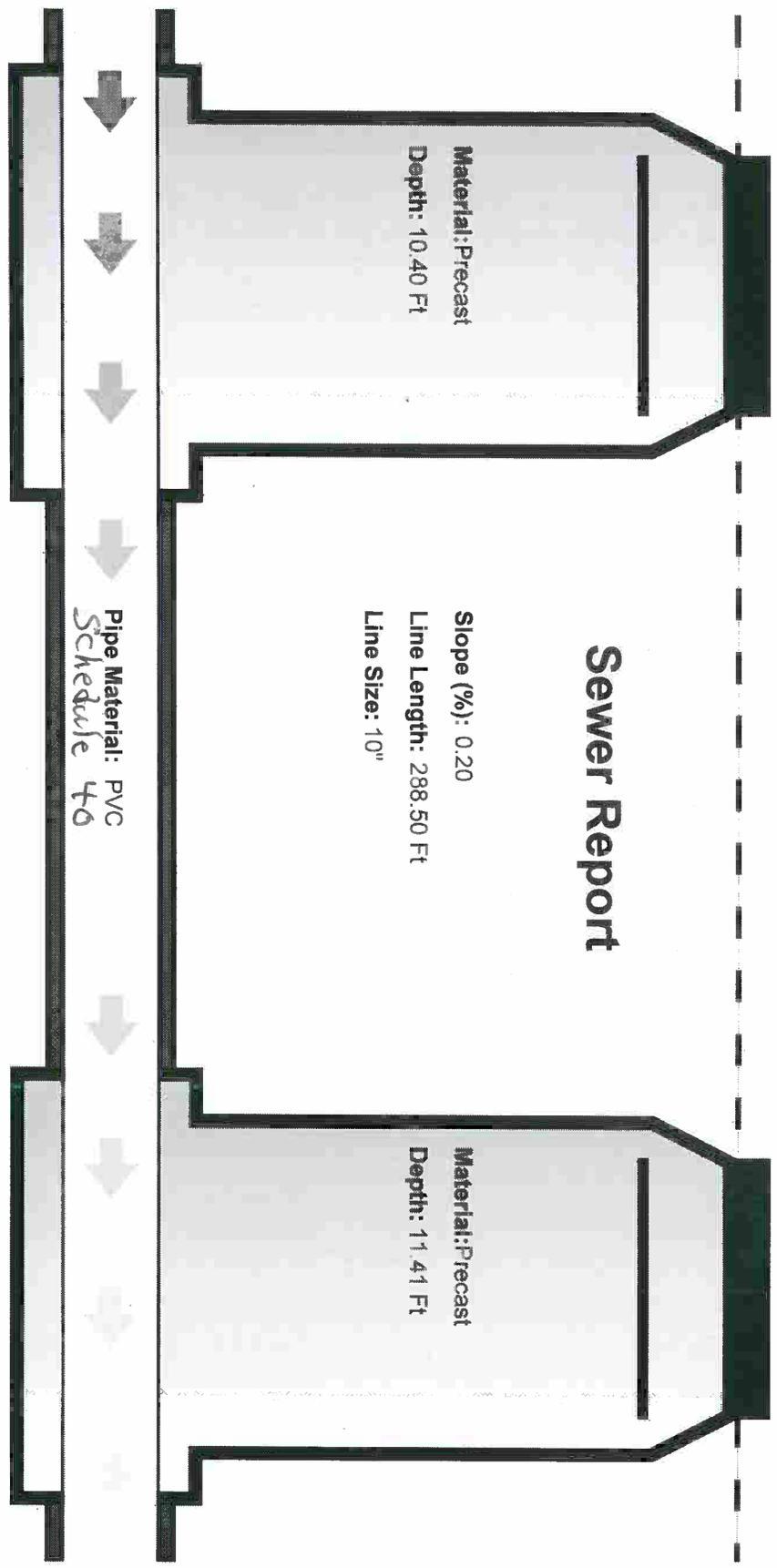
Slope (%): 0.20
Line Length: 288.50 Ft
Line Size: 10"

Material: Precast
Depth: 11.41 Ft

Pipe Invert Elevation: 866.68 Ft

Pipe Invert Elevation: 865.98 Ft

Pipe Material: PVC
Schedule 40



Centralia, MO



1: 1,200



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Legend

- Manhole
- Other
- Manhole
- Flush Tank
- Lamp Hole
- Lift Station
- Gravity Main
- Force Main
- Lagoon
- Lot
- Row
- Section
- Space
- Occupied
- Vacant
- Police Incident
- Fire Incident
- EMS Incident
- Address Point
- Road
- alley; ramp; regular
- business; interstate; square; state; private; trail
- Driveways
- City Limit

Notes

BILL NO. _____

ORDINANCE NO. _____

A BILL TO CREATE AN ORDINANCE ENTITLED:

“AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK OF THE CITY OF CENTRALIA, MISSOURI TO EXECUTE A CONTRACT WITH LIL ROCK ELECTRICAL CONSTRUCTION, INC. OF MASCOUTAH, ILLINOIS FOR UNDERGROUND INSTALLATION OF ELECTRICAL CONDUIT.”

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

SECTION 1. The Mayor and City Clerk of the City of Centralia, Missouri are hereby authorized and directed to execute a contract with Lil Rock Electrical Construction, Inc. of Mascoutah, Illinois for underground installation of electrical conduit in the amount of Ninety-Four Thousand One Hundred Sixteen Dollars and No Cents (\$94,116.00).

SECTION 2. The terms and conditions shall be as described in the attached document except that in addition to those terms, that the City shall not allow work to commence until the aforementioned contractor provides proof that it is in compliance with Section 285.530, R.S.Mo..

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 28th day of September 2015.

Mayor

ATTEST:

City Clerk

This ordinance approved by the Mayor this 28th day of September 2015.

Mayor

ATTEST:

City Clerk

**FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
LABOR CONTRACT (STIPULATED PRICE)**

This Agreement is made by and between the **City of Centralia, Missouri, 114 S. Rollins St., Centralia, MO 65240**, (Owner) and **Lil Rock Electrical Construction, Inc., 10243 Fuesser Road, Mascoutah, IL 62258**, (Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

All labor, equipment and material to install 600 feet of conduit by boring. Each bore consists of 8" steel casing pipe with 6" HDPE conduit or Bore-Gard.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

All labor, equipment and material to install 600 feet of conduit by boring. Each bore consists of 8" steel casing pipe with 6" HDPE conduit or Bore-Gard.

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by **BHMG Engineers, Inc., 630 Jeffco Boulevard, Arnold, MO 63010**.

BHMG Engineers, Inc., who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment

The Work will be substantially completed by **October 28, 2015**, as per bid, and completed and ready for final payment by **November 27, 2015** (thirty days from date of substantial completion).

4.03 Liquidated Damages

Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the

actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$100.00 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$100.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum indicated below:

Proposal No. 1. For all Work, a Lump Sum of:

<u>Ninety-Four Thousand One Hundred Sixteen and 00/100 Dollars</u>	<u>\$94,116.00</u>
(words)	(numerals)

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the third day after the first Monday of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95% percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100 percent of Engineer's

estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST - *NOT USED*

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of _____ percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

C. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

D. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

E. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents, Specification B1078 K002, including:

1. This Agreement.
2. Performance bond.
3. Bid bond.
4. General Conditions.
5. Drawings consisting of 2 sheets with each sheet bearing the following general title: 1078 K002, E-0 and 1078 K002, E-1.

6. Addenda (numbers 1 to 2, inclusive).
7. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - b. Documentation submitted by Contractor prior to Notice of Award.
8. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Order(s).

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

Terms used in this Agreement will have the meanings stated in the General Conditions.

10.02 Assignment of Contract

No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Other Provisions

- A. Authorized Employees:

Contractor acknowledges that Section 285.530 RSMo prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri. Contractor therefore covenants that it is not knowingly in violation of Subsection 1 of Section 285.530 RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the project, and that its employees are lawfully eligible to work in the United States.

B. Safety Training:

1. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations that is at least as stringent as an approved OSHA program as required by Section 292.675 RSMo.

2. If any on-site employee had not previously completed a construction safety program, contractor shall require those on-site employees to complete a construction safety program within sixty (60) days after the date work on the project commences.

3. Contractor acknowledges and agrees that any of contractor's employees found on the project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the project.

4. Contractor shall require all of its subcontractors to comply with the requirements of this Section and Section 292.675 RSMo.

C. Notice of Penalties for Failure to Provide Safety Training:

1. Pursuant to Section 292.675 RSMo, contractor shall forfeit to city as a penalty two thousand five hundred dollars (\$2,500), plus one hundred dollars (\$100) for each on-site employee employed by contractor or its subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in this section (B) above.

2. The penalty described in subsection 1 of this section shall not begin to accrue until the time periods described in sections (B)(2) and (B)(3) above.

3. Violations of Section B above and imposition of the penalty described in this section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

a. In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675 RSMo has occurred and that a penalty as described in this section (C)(1) shall be assessed, the city shall withhold and retain all sums and amounts due and owing when making payments to contractor under this contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on **September 28, 2015** (which is the Effective Date of the Agreement).

OWNER:

City of Centralia, Missouri

By: _____

Title: _____

[CORPORATE SEAL]

Attest: _____

Title: _____

Address for giving notices:

City of Centralia, Missouri

114 S. Rollins Street

Centralia, MO 65240

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

CONTRACTOR:

Lil Rock Electrical Construction, Inc.

By: _____

Title: _____

[CORPORATE SEAL]

Attest: _____

Title: _____

Address for giving notices:

Lil Rock Electrical Construction, Inc.

10243 Fuesser Road

Mascoutah, IL 62258

License

No.: _____

(Where applicable)

Agent for service or
process: _____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

BILL NO. _____

ORDINANCE NO. _____

A BILL TO CREATE AN ORDINANCE ENTITLED:

“AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK OF THE CITY OF CENTRALIA, MISSOURI TO EXECUTE A CONTRACT WITH WESTPORT POOLS, INC. OF MARYLAND HEIGHTS, MISSOURI FOR REHABILITATION AND CONSTRUCTION OF AQUATIC FACILITES IN CITY RECREATION PARK.”

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

SECTION 1. The Mayor and City Clerk of the City of Centralia, Missouri are hereby authorized and directed to execute a designed-build contract with Westport Pools, Inc. of Maryland Heights, Missouri for rehabilitation and construction of aquatic facilities in City Recreation Park for an amount not to exceed of Nine Hundred Thousand Dollars and No Cents (\$900,000.00).

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 28th day of September 2015.

Mayor

ATTEST:

City Clerk

This ordinance approved by the Mayor this 28th day of September 2015.

Mayor

ATTEST:

City Clerk

AGREEMENT FOR DESIGN/BUILD SERVICES

THIS AGREEMENT FOR DESIGN/BUILD SERVICES (the "Agreement") is made and entered into this 28th day of September, 2015 (the "Effective Date"), by and between THE CITY OF CENTRALIA, MISSOURI (hereinafter referred to as "The City") and WESTPORT POOLS, INC. (hereinafter referred to as "Westport Pools").

WITNESSETH:

WHEREAS, The City solicited statements of qualifications from interested Design/Builders for the design and improvements to the Centralia, Missouri Municipal Swimming Pool located at 1189 E. Booth Street in Centralia, Missouri ("Project") as described in **Exhibit A – Request for Qualifications** and

WHEREAS, The City has selected Westport Pools as Design/Builder for the Project; and

WHEREAS, The City and Westport Pools desire to enter into this Agreement.

NOW THEREFORE, for and in consideration of the terms and conditions contained herein, the parties covenant and agree as follows:

ARTICLE 1. GENERAL DESCRIPTION OF SERVICES

1.1 The Services. Westport Pools agrees to furnish or arrange for the architectural, engineering and construction services set forth herein and required for completion of the Project on a Stipulated Sum to be agreed upon by The City and Westport Pools at completion of Phase I. Westport Pools represents that it is thoroughly familiar with and understands the requirements of the Project scope and is experienced in the design, administration and construction of projects of the type and scope contemplated by The City's program for the Project. Westport Pools represents to The City that Westport Pools has all necessary architectural, engineering and construction education, skill, knowledge and experience required for the Project and will maintain at all times during the term of this Agreement, such personnel on its staff to provide the services contemplated hereby within the time periods required hereby. In addition, Westport Pools represents that it or its approved sub-contractors or consultants performing services under this Agreement have all applicable licenses required by the State of Missouri to perform such services.

1.2 Project Schedule Westport Pools will provide The City with a preliminary overall Project schedule covering the planning, design and construction of the Project. This preliminary schedule shall serve as the framework for the subsequent development of all detailed construction schedules.

1.3 Project Team. Westport Pools will use the Project Team identified on **Exhibit B – Request for Qualifications Response dated August 28, 2015.** Westport Pools will not remove or replace any members of the Project Team except with the approval of The City based upon good cause shown or as directed by The City as provided hereunder. Further, if any member of the Project Team discontinues service on the Project for any reason whatsoever, Westport Pools shall promptly replace such team member with a qualified individual approved by The City, which approval will not be unreasonably withheld.

ARTICLE 2. PHASE I: CONCEPTUAL SCHEMATIC DESIGN AND PRELIMINARY BUDGET

2.1 Project Requirements. Westport Pools shall work closely with The City, including staff, Mayor and Board of Alderman to discuss and discover project needs.

2.2 Conceptual Schematic Design (CSD). Based on the approved program, schedule and construction budget requirements, Westport Pools shall prepare a design solution. Westport Pools shall present the proposed design to The City which will consist of sketches and initial concepts in accordance with schedule requirements. After receiving The City's comments, Westport Pools shall prepare, for approval by The City, Conceptual Schematic Design which shall represent a recommended solution.

2.3 Preliminary Design Services. Westport Pools shall provide preliminary design services for the project, taking into account all facility programmatic issues, as well as Building and ADA standards and specifications in accordance with approved aquatic designs and applicable codes.

2.4 The City's Representative. The City shall designate a representative authorized to act on the City's behalf with respect to the Project.

2.5 Project Information. Westport Pools acknowledges that The City has provided Westport Pools with information regarding The City's requirements for the Project.

2.6 The City's Budget. The budget approved by The City for the entire facility is \$900,000 (nine hundred thousand and no cents). Based upon the scope as described in Exhibit A and the schematic design described in Exhibit B, a preliminary budget of \$698,000 (six hundred ninety eight thousand and no cents) has been established for the Project which specifically excludes parking lot costs. The preliminary budget of \$698,000 will be subject to additions and deductions as requested by The City after the execution of the Agreement.

2.7 Property Survey. Any existing property and topographic survey of the Project shall be provided by The City to Westport Pools.

ARTICLE 3. PHASE II: PRE-CONSTRUCTION SERVICES

3.1 Date of Commencement for Phase II and Phase III. Westport Pools shall not commence work on, nor incur any expenses or obligations in regards to, Phase II or Phase III of Project until given formal written notice to proceed by The City.

3.2 Quality of Design Services. Westport Pools shall be responsible for the quality, completeness, accuracy, and coordination of Design Documents. Westport Pools shall provide design services that meet all environmental and regulatory requirements. Westport Pools shall provide for all testing and inspections required by sound architectural and engineering practices and by governmental authorities having jurisdiction over the Project. Westport Pools design shall comply with all applicable building codes, accessibility laws and regulations, and other standards in effect at the time of the design work.

3.3 Geotechnical Testing. If required Westport Pools shall obtain the services of geotechnical engineers as necessary for the Project. Such services may include, but are not limited to, test borings, test pits, sub-surface imaging, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate design/build recommendations. Such testing and related costs are extra costs that are excluded from the project budget as presented in Exhibit B.

3.4 Construction Documents. Based on the approved design and budget and any further adjustments in the scope or quality of the Project authorized by The City, Westport Pools shall prepare and submit to The City construction documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the Project.

3.5 Project Schedule. Based on the approved design and budget and any further adjustments in the scope or quality of the Project authorized by The City, Westport Pools shall prepare and submit to The City a construction schedule.

ARTICLE 4. PHASE III: CONSTRUCTION SERVICES

4.1 General Intent. Westport Pools shall perform all work and construction administration services necessary to construct the Project in accordance with the Agreement and to render the Project and all of its components operational and functionally and legally usable.

4.2 The City's Utilities. Westport Pools shall be responsible to provide and pay for consumption of, and connections to electrical utilities required for temporary service and construction. The City shall provide water service required for construction.

4.3 Permits. Westport Pools shall be responsible for obtaining all necessary permits and other governmental approvals necessary for the Project and shall obtain the same at the times necessary to meet the Project schedule.

4.4 Construction Supervision.

4.4.1 Commencing with the start of Phase III and terminating on the date of Final Completion, Westport Pools shall provide the services described herein.

4.4.2 Westport Pools shall, as The City's construction representative during construction, advise and consult with The City, and provide administration of the construction documents.

4.4.3 Westport Pools shall supervise and direct the Work at the Site including:

- a. supervise and coordinate Westport Pools personnel;
- b. coordinate trade agreementors and suppliers, and supervise site construction management services;
- c. be familiar with all trade divisions and trade agreementors' scopes of Work, all applicable building codes and standards, the Construction Documents, and this Agreement;
- d. check, review, coordinate and distribute shop drawings and check and review materials delivered to the Site, regularly review the Work to determine its compliance with the Construction Documents and this Agreement.
- e. prepare and maintain Project records and process documents;
- f. schedule and conduct weekly progress meetings with sub-contractors to review such matters as jobsite safety, job procedures, construction progress, schedule, shop drawing status and other information as necessary to The City;
- g. schedule and conduct weekly progress meetings with The City to review such matters as construction progress, schedule, shop drawing status, and other information as necessary; and

ARTICLE 5. AGREEMENT SUM

5.1 Stipulated Sum. The total stipulated sum for Phase II and III shall be agreed upon at the conclusion of Phase I of this Agreement, subject to additions and deductions as requested by The City after the execution of the Agreement. That sum shall be submitted as an addendum to this contract and subject to the approval of The City of Centralia, Missouri Board of Alderman.

5.2 Changes in the Work. Changes in the Work may be accomplished after execution of the Agreement, and without invalidating the Agreement, by Change Order, subject to the limitations stated in 5.5 through 5.8 and elsewhere.

5.3 A Change Order shall be based upon agreement between The City and Westport Pools.

5.4 Changes in the Work shall be performed under applicable provisions of the Agreement, and Westport Pools shall proceed promptly, unless otherwise provided in the Change Order.

5.5 Change Orders. A Change Order is a written instrument signed by The City and Westport Pools stating their agreement upon all of the following:

- a. a Change in Work;
- b. the amount of the adjustment, if any, in the Stipulated Sum; and
- c. the extent of the adjustment, if any, in the Agreement time.

ARTICLE 6. PAYMENTS

6.1 Progress Payments. Based upon applications for payment submitted to The City by Westport Pools, The City shall make progress payments on account of the Stipulated Sum to Westport Pools as provided below and elsewhere in the Design/Build Documents.

6.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

6.3 Provided that an Application for Payment is received not later than the First (1st) day of the month, The City shall make payment to Westport Pools not later than the 20th day of the same month. If an Application for Payment is received by The City after the application date fixed above, payment shall be made by The City not later than thirty (30) days after The City receives the Application for Payment.

6.4 With each Application for Payment where the Agreement Sum is based upon a Stipulated Sum, Westport Pools shall submit the most recent schedule of values in accordance with the Design/Build Documents. The schedule of values shall allocate the entire Agreement Sum among the various portions of the Work. Compensation for design services shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as The City may require. This schedule of values, unless objected to by The City, shall be used as a basis for reviewing Westport Pools Applications for Payment.

6.5 Final Payment. Final payment, constituting the entire unpaid balance of the Agreement Sum, shall be made by The City to Westport Pools no later than 30 days after Westport Pools has fully performed the Agreement, except for Westport Pools' responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

ARTICLE 7. INSURANCE AND BONDS

7.1 Except as may otherwise be set forth in the Agreement or elsewhere in the Design/Build Documents, The City and Westport Pools shall purchase and maintain the following types of insurance with limits of liability and deductible amounts and subject to such terms and conditions, as set forth in this Article.

7.2 Design/Builder's Liability Insurance. The Design/Builder shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect Westport Pools from claims set forth below that may arise out of or result from Westport Pools operations under the Design/Build Agreement and for which Westport Pools may be legally liable, whether such operations be by Westport Pools, by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- a. claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- b. claims for damages because of bodily injury, occupational sickness or disease, or death of the Design/Builder's employees;
- c. claims for damages because of bodily injury, sickness or disease, or death of any person other than the Design/Builder's employees;
- d. claims for damages insured by usual personal injury liability coverage;
- e. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- f. claims for damages because of bodily injury, death of a person or property damage arising out of the ownership, maintenance or use of a motor vehicle;
- g. claims for bodily injury or property damage arising out of completed operations; and
- h. claims involving agreemental liability insurance applicable to the Design/Builder's obligations.

7.3 Westport Pools agrees to furnish a certificate of insurance to The City in the sum of \$1,000,000.00 which certificate names The City as additional insured under its terms so as to indemnify The City from any liability that Westport Pools has agreed to hold The City harmless as set out herein.

7.4. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

7.5 Limits shall be:

- a. General Liability Insurance - \$1,000,000.00 each occurrence
- b. Automobile Liability Insurance - \$1,000,000.00 combined single limit
- c. Worker's Compensation Insurance – Missouri Statutory limits

7.6 Additional Insured Requirement. Westport Pools shall add the following additional endorsements/provisions to insurance certificate: Project: City of Centralia, Missouri Design/Build Aquatic Facility. The City of Centralia, Missouri is added as Additional Insured to the General Liability and Automobile Liability Coverages with respect to work performed by the Named Insured at the above referenced project.

7.7 Certificates. Certificates of insurance acceptable to The City shall be filed with The City prior to commencement of the Work. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by Westport Pools with reasonable promptness in accordance with Westport Pools information and belief.

7.8 The City's Liability Insurance. The City shall be responsible for purchasing and maintaining the City's usual liability insurance.

7.9 Property Insurance. The City shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk, "all-risk" or equivalent policy form in the amount of the initial Agreement Sum, plus the value of subsequent Design/Build Agreement modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Design/Build Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than The City has an insurable interest in the property, whichever is later. This insurance shall include interests of The City, Westport Pools, and subcontractors in the Project.

7.10 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Westport Pools services and expenses required as a result of such insured loss.

7.11 If The City does not intend to purchase such property insurance required by the Design/Build Agreement and with all of the coverages in the amount described above, the The City shall so inform Westport Pools in writing prior to commencement of the Work. Westport Pools may then effect insurance that will protect the interests of Westport Pools, it's subcontractors in the Work, and, by appropriate Change Order, the cost thereof shall be charged to The City. If Westport Pools is damaged by the failure or neglect of The City to purchase or maintain insurance as described above without so notifying Westport Pools in writing, then The City shall bear all reasonable costs properly attributable thereto.

7.12 If the property insurance requires deductibles, The City shall pay costs not covered because of such deductibles. This property insurance shall cover portions of the Work stored off the site and also portions of the Work in transit.

7.13 Partial occupancy or use shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use, by endorsement or otherwise. The City and Westport Pools shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

ARTICLE 8. TERMINATION, SUSPENSION OR ABANDONMENT

8.1 If the Work is stopped for a period of 45 consecutive days through no act or fault of Westport Pools or a sub-contractor or their agents or employees or any other persons performing portions of the Work under a direct or indirect Agreement with Westport Pools because The City has persistently failed to fulfill The City's obligations under the Agreement with respect to matters important to the progress of the Work, Westport Pools may, upon seven additional days' written notice to The City, terminate the Design/Build Agreement and recover from The City payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages.

8.2 The City may terminate the Agreement if the Design/Builder:

- a. persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- b. fails to make payment to subcontractors for services, materials or labor in accordance with the respective agreements between Westport Pools and the architect and subcontractors;
- c. persistently disregards laws, ordinances or rules, regulations or orders of a public authority having jurisdiction; or
- d. otherwise is guilty of substantial breach of a provision of the Design/Build Documents.

8.3 When any of the above reasons exist, The City may without prejudice to any other rights or remedies of The City and after giving Westport Pools and Westport Pools' surety, if any, ten days' written notice, terminate employment of Westport Pools and may, subject to any prior rights of the surety:

- .1 accept assignment of Agreements; and
- .2 finish the Work by whatever reasonable method The City may deem expedient. Upon request of Westport Pools, The City shall furnish to Westport Pools a detailed accounting of the costs incurred by The City in finishing the Work.

8.4 If the unpaid balance of the Stipulated Sum exceeds costs of finishing the Work and other damages incurred by the City and not expressly waived, such excess shall be paid to Westport Pools. If such costs and damages exceed the unpaid balance, Westport Pools shall pay the difference to the City.

ARTICLE 9. USE OF WESTPORT POOLS' DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

9.1 The Drawings, specifications and other documents prepared by Westport Pools for this Project are instruments of Westport Pools' service for use solely with respect to this Project, except as may be expressly permitted herein. Westport Pools shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The City shall be permitted to retain copies, including electronic format and reproducible copies, of Westport Pools' Drawings, specifications and other documents and may use the same, without compensation to Westport Pools, as may be necessary or desirable in the operation, maintenance, construction and renovation of the Project, including, without limitation, additions or renovations to this Project and submittals or distribution of the same to meet official regulatory requirements or other similar requirements, provided in no event may The City use Westport Pools' Drawings, specifications, or other documents for the construction of a new facility unless agreed to in writing by Westport Pools and as otherwise permitted by Missouri law.

9.2 Westport Pools shall have the right to include any representations of the design of the Project, including photographs of the exterior and interior, among Westport Pools promotional and other materials. Westport Pools materials shall not include The City's confidential or proprietary information.

ARTICLE 10. MISCELLANEOUS

10.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri without regard to its choice of laws provisions and venue shall lie in the courts in Lincoln County, Missouri.

10.2 Severability. If any provision of this Agreement, or the application thereof, is determined to be invalid or unenforceable, the remainder of that provision and all other provisions shall remain valid and enforceable.

10.3 Waiver. No provision of this Agreement may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement.

10.4 Successors and Assigns. The City and Westport Pools, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors and assigns of such other party with respect to all covenants of this Agreement. Westport Pools shall not assign (whether partially or wholly) this Agreement without The City's consent. If Westport Pools makes an assignment in accordance with this provision, Westport Pools shall nevertheless remain legally responsible for all obligations arising under the Agreement, unless otherwise agreed by The City.

10.5 Access. Westport Pools shall provide The City and its representative's access to the Work in preparation and progress wherever located.

10.6 Exhibits. All exhibits referenced herein are attached hereto and incorporated herein by reference.

10.7 Any amounts due to Westport Pools and not paid within thirty days after receipt of invoice, shall bear interest at the rate of 1-1/2% per month. City agrees to pay all attorney's fees and costs of collection incurred by Westport Pools in collecting any amounts due hereunder from City.

10.8 If the City or its representative(s) observe(s) or otherwise become(s) aware of any fault or defect in the Project or non-conformity with the Contract Documents, the City shall promptly notify the Westport Pools in writing of such fault, defect or non-conformity.

10.9 If professional certification or performance characteristic of materials, systems or equipment is required by the Contract Documents, Westport Pools shall be entitled to rely upon such certification to establish that materials, systems or equipment will meet the performance criteria required by the Contract Documents.

10.10 The City shall make no claim (whether directly or in the form of a third-party claim) against Westport Pools, unless the City has first provided Westport Pools with a written certificate executed by an independent, engineer or appropriate design professional licensed in the state in which the project is located, specifying each and every act or omission which the certifier contends constitutes a violation of the standard of care expected of Westport Pools performing professional services under similar circumstances. Such certificate shall be provided to the Westport Pools thirty (30) days prior to the presentation of any claim or the institution of any proceeding.

10.11 City recognizes that design and construction documents are imperfect, that changes are a normal part of the construction process and that City or Westport Pools-initiated changes during construction are unavoidable. Under no circumstances shall Westport Pools be responsible to pay for any item or component that would have been required or included in the original construction documents or for any betterment cost (i.e. the cost of improving or enhancing the project).

10.12 City agrees that Westport Pools shall not be liable, and that City shall not make any claim for, any incidental, indirect or consequential damages arising out of, or connected in any way to the project or to this Agreement. This waiver of consequential damages by City includes, but is not limited to, loss of use, loss of profit, loss of business, loss of income, or any damages whatsoever, whether caused by delay, hindrance, interference or obstruction to the work, or any other consequential damage that City may have incurred from any cause of action against Westport Pools, including, but not limited to, negligence, strict liability, breach of contract, or breach of implied or other warranty.

10.13 If, for any reason, Westport Pools does not complete all of the services contemplated by this Agreement, Westport Pools cannot be responsible for the accuracy, completeness or workability of any documents prepared by Westport Pools, if used or completed by City or another party. If City uses any documents prepared by Westport Pools to complete the project following termination of the Agreement or for any other purpose, City shall indemnify and hold Westport Pools harmless from any claim, loss, damage, suit or expense (including attorney's fees and expert witness fees) arising from such use.

10.14 Westport Pools and its subcontractors agree to participate in an e-Verify program as requested by the City. Westport Pools will affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services on the Project. Westport Pools and its subcontractors 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 on the Project. (R.S.Mo. 285.530).

THE CITY:

By: *(Signature)*

Date

Printed Name

Printed Title

WESTPORT POOLS:

By: *(Signature)*

Date

Printed Name

Printed Title

Exhibit A – Request for Qualifications

Exhibit B – Request for Qualifications Response dated August 28, 2015