

CITY OF CENTRALIA, MISSOURI

Board of Aldermen

Recessed Meeting

Monday, May 2, 2016

7:00 P. M.

City Hall Council Chambers

- I. PLEDGE OF ALLEGIANCE
- II. ROLL CALL
- III. CONSENT AGENDA (Approved as a group unless separated by request of one or more Aldermen)
 - A. Minutes of Planning and Zoning Commission – *April 21, 2016*
- IV. COMMENTS FROM CITIZENS
- V. PUBLIC HEARING – AMENDING SECTION 31-27 OF THE CENTRALIA CITY CODE TO INCLUDE “FIREWORKS SALES” AS A PERMITTED USE IN B-2 HIGHWAY BUSINESS ZONING DISTRICT.
- VI. ACTION AGENDA
 - A. Finance –None
 - B. Permits and Licensing – None
 - C. Legal –
 - 1. Amending Centralia City Code Section 31-27 and Chapter 11 of the Centralia City Code to allow the sale of fireworks in the city limits of Centralia, Missouri under certain conditions – Ordinance.
Bill No. _____ Ordinance No. _____
 - D. Purchasing –
 - 1. Authorizing and Directing the Mayor of the City of Centralia, Missouri to enter into a Full-requirements Purchase Power Agreement with NextEra Energy Power Marketing, LLC. for an amount not to exceed Thirty-four Dollars and Two Cents per Megawatt-Hour (\$34.02/MWh) for the term of June 1, 2017 to May 31, 2020. – Ordinance.
Bill No. _____ Ordinance No. _____
 - 2. Accepting the bid of Capital Paving and Construction, LLC. of Jefferson City, Missouri, relating to installation of asphalt overlays on several city streets of the City of Centralia, Missouri and directing the City Administrator of Centralia, Missouri to secure such assurances and documents necessary and to supervise the work described in the bid.
Bill No. _____ Ordinance No. _____
 - 3. Accepting the bid of Central Missouri Lawn Care for improvement of several utility work sites.
 - 4. Accepting the bid for an International dump truck by Navistar, Inc. of Fenton, Missouri for the Street Department using the State of Missouri Contract.
 - 5. Accepting the bid for sanitary sewer main slip-lining from Insituform Technologies USA, LLC of Chesterfield, Missouri.
- VII. CLOSED MEETING*
- VIII. AS MAY ARISE
- IX. ADJOURN

*During the meeting, the Board of Aldermen may elect to go into closed session and hold a closed vote, and the purpose of such closed session and closed vote shall be for legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys as provided for under Section 610.021 (1) of the Revised Statutes of Missouri.

AGENDA
CITY OF CENTRALIA, MISSOURI
Board of Aldermen
Public Works and Public Utilities Committee
Monday, May 2, 2016
~ 7:45 P. M. – Immediately followed Recessed Meeting
City Hall Council Chambers

- I. ATTENDANCE
- II. COMMENTS FROM CITIZENS

- III. WATER AND SEWER DEPARTMENT
 - A. Activity Report
 - B. Water
 - 1. Replacement Aerator inlet valve and actuator
 - 2. Air scour pilot
 - C. Sewer
 - D. Other

- IV. PUBLIC WORKS
 - A. Activity Report
 - B. Streets
 - 1. Sidewalk Grant update
 - C. Sanitation
 - 1. Spring Cleanup update
 - 2. Special Pickup for Residential Service
 - 3. Letter to Ryan Enterprises
 - D. Storm sewer
 - E. Other

- V. ELECTRIC DEPARTMENT
 - A. Activity Report
 - B. Generation/Purchase
 - 1. Purchase of capacity for June 1, 2017 – May 31, 2020
 - 2. Prairie State update
 - C. Distribution
 - 1. Selecting best bid for sectionalizing switch cabinets – Motion required
 - 2. Selecting best bid for 600 Amp switches – Motion required
 - 3. LED street/pedestrian path lights – Discussion/Motion

- VI. OTHER
 - A. Summer Intern projects

- VII. AS MAY ARISE
- VIII. ADJOURN

Minutes of the City of Centralia, Missouri Planning and Zoning Commission Meeting of Thursday, April 21, 2016.

The meeting was called to order at 6:01 p.m.

ROLL CALL – Commissioners Present: LeeAllen Smith (Chair), Guy Lee, Dale Hughes, Mayor Tim Grenke, Mark Mustain, Don Bagley, Jim Lee, and Don Bormann Absent: Harvey Million. Also present were City Attorney, Merritt Beck and City Administrator, Matt Harline and Mark Frankenberg.

Pledge of Allegiance

Those present recited the pledge.

Chairman Smith asked for comments or corrections to the previous minutes. Harline noted that they had been sent out in the packet. **Hughes made a motion to approve the minutes of the February 4, 2016 meeting that was seconded by G. Lee and approved unanimously by voice vote**

Amending Section 31-27 of the Centralia City Code to include “Temporary Fireworks Sales” as a permitted use in B-2 Zoning District

A. Public Hearing

Harline noted that this issue was being brought to the Commission at the request of the Board of Aldermen who had been discussing this issue for a while.

Chairman Smith officially opened the Public Hearing. Harline noted that this public hearing and the future public hearing before the Board of Aldermen on May 2, 2016 were advertised in the April 13, 2016 issue of the Fireside Guard.

Harline displayed the zoning map in response to a request from G. Lee. Harline replied in answer Bormann that the proposal would only allow the sale of fireworks in zoning district B-2 (business commercial) and due to the city's pyramidal zoning rules thereby in M-1 (industrial as well Bagley asked if there would be additional parking requirements. Harline said that B-2 would be required to have a parking space for every 400 square feet of retail space, but it would be hard to enforce on a tent. Bormann said that he was not terribly worried about the parking requirement. Harline described the area in the existing ordinance that banned the sale and use of fireworks in the downtown business district.

Chairman Smith closed the public hearing.

B. Recommendation

Bormann made a motion to recommend that the Board of Aldermen approve adding “fireworks sales” to the B-2 Highway Business zoning district. The motion was seconded by Grenke and passed by voice vote. Voting Aye: Guy Lee, Dale

Hughes, Tim Grenke, Mark Mustain, Jim Lee, and Don Bormann. Voting Nay: LeeAllen Smith and Don Bagley.

Approving the Sketch Plat of DG Addition Plat 1

Harline reported that the applicant (Mark Frankenberg of Bueshcer Frankenberg Associates, Inc.) had submitted a sketch plat for DG Addition Plat 1 that was originally titled Dollar General Addition Plat 1. Harline said he had sought comments from the department heads and only Mustain from the Electric Department made a recommendation and that was a recommendation for an additional utility easement along the south border of both lots. Harline explained that Mark Frankenberg, surveyor on the project, was here. Harline said that by adopting this plat it could clear up several confusing existing easements. Bormann said that it would be better to remove the existing easements by a separate ordinance. Frankenberg said he agreed and that he felt the attorneys could work out the details, but it would be nice to have it reflected on the Final Plat. There was more discussion about the easements.

Bormann noted that technically this was not an addition but a subdivision. Frankenberg said that he was amenable to all the suggestions made so far. Mustain noted that there were two lots. Frankenberg affirmed that and noted that the utility easement requested would be across both lots. Hughes asked where the new Dollar General would go. Harline replied that it would be on Lot 1 of the proposed subdivision and they have the permits in place to move forward with construction. There was a brief discussion about access for Dollar General via an easement recorded on this plat and O'Reilly's as well. Frankenberg discussed the poorly written easements that he was hoping to clean up in this process. Bormann reiterated the need to clear up the easements by ordinance. Mustain replied in answer to a question from Bormann where the electric service was and his best guess on the other utilities. Harline projected the GIS map for the Commission to review. There was additional discussion about the location of existing utilities and easements. Frankenberg agreed with Bormann and Harline that a separate ordinance should be prepared to vacate all conflicting easements prior to approval of the Final Plat. Frankenberg said that the owners wanted to get moving with construction of the Dollar General. Bormann said that he had no problem with them moving forward. Harline noted that building permits were already in place for the Dollar General and they can move forward. Bormann suggested that the plat reflect that all other easements had been released and reference the ordinance. Bormann agreed to a suggestion made by Frankenberg to clear up the easement that doesn't even touch this property.

Grenke made a motion to accept the Sketch Plat for DG Addition Plat 1 for approval with the condition that the following items be addressed before the Final Plat is submitted: That an ordinance be prepared that rescinds all existing easements that are extraneous and that the name of the subdivision not be named "Addition" in the Final Plat. The motion was seconded by G. Lee and approved by unanimous voice vote.

Other

A. Southwest Country Estates Plat 4

Harline noted that construction of the infrastructure for the next phase of Southwest Country Estates which is Plat 4. Harline said that the developer had met with and has been working with the staff to make sure the construction follow the preliminary plat. Harline noted that one minor alteration in the drainage on Jason Court. Harline said that the plat would be officially presented once all of the infrastructure except sidewalks was in place, in order to allow the developer to avoid posting bonds or obtaining letters of credit.

B. Telecommunication Tower Permit Process

Harline described the proposed "utility pole" that Missouri Network Utility Transport, LLC. (MONUT) had submitted. Harline added that the utility pole was actually a microwave communications tower that the City would have little reason to deny because it met the zoning requirements and the State had removed the power to require co-location and propagation studies. Bormann asked about hanging utilities on the pole and Harline replied an agreement would be necessary. There were several questions about the stability of the pole and Mustain noted that it looked like the plans called for a concrete base that was twelve to fourteen feet in the ground. Harline said the City could require they go through the zoning process which includes obtaining a conditional use permit, building permits and the cost of installing electricity. In response to a question from J. Lee, Harline replied that this was not associated with any cell phone company in particular. Harline said that there were other cities facing the same issue. Grenke asked about needing to get a business license Harline said that as a utility company would not. Beck asked about addressing this from a health and safety standpoint and Harline said that would be covered by obtaining a building permit. LA Smith asked what would the structure look like when all the antennas were on it. Mustain noted that he had wondered the same thing. Bormann reiterated that the State Legislature had passed legislation second time to make this happen after the first version was thrown out. Bormann asked if the Commission was being asked to approve this. Harline said this was for information only at this point.

C. Comprehensive Plan Process Update

Harline said that he was progressing toward beginning the process with the help of the MMRPC and it would begin around June and the MMRPC was assisting with grant funds. Harline noted that parts had been reviewed in 2007 but the last full plan update was in 1987.

As May Arise

Grenke note that Chamber of Commerce meeting would be held on April 26th.

Bagley made a motion to adjourn that was seconded by Guy Lee and approved unanimously by voice vote. The meeting adjourned at 7:07 p.m.

BILL NO.: _____

ORDINANCE NO.: _____

A BILL TO CREATE AN ORDINANCE ENTITLED:

“AN ORDINANCE TO AMEND CHAPTER 11 AND SUBSECTION A OF SECTION 31-27 OF THE CENTRALIA CITY CODE CONCERNING FIREWORKS SALES WITHIN THE CENTRALIA CITY LIMITS.”

WHEREAS, the City of Centralia, Missouri Planning and Zoning Commission, after public hearing and consideration on April 21, 2016, voted by a vote of six (6) to two (2) to recommend to the Board of Aldermen of the City of Centralia, Missouri in accordance with Section 31-7 of the Centralia City Code that Subsection A of Section 31-27 of the Centralia City Code be amended to include “Fireworks Sales” as a permitted use in the B-2 highway business zone district; and

WHEREAS, in accordance with Section 31-9 of the Centralia City Code, notice of a public hearing regarding the proposed amendment to Subsection A of Section 31-27 of the Centralia City Code was given by the Board of Aldermen, stating that a hearing would be held on May 2, 2016 beginning at 7:00 p.m. in the Council Chambers of the Centralia City Hall, said notice having been published in the April 13, 2016 issue of the Centralia Fireside Guard, a weekly newspaper of general circulation in Centralia, Missouri; and

WHEREAS, a public hearing was held beginning at 7:00 p.m. on May 2, 2016 in the City Hall Council Chambers of Centralia City Hall in Centralia, Missouri, by the Board of Aldermen, at which hearing all parties in interest and citizens were given an opportunity to be heard in relation to the recommended amendment; and

WHEREAS, no citizens appeared at the hearing, with no citizens supporting the proposed amendment, and no citizens opposing the proposed ordinance, and no written protest has been made to such proposed amendment; and

WHEREAS, the Board of Aldermen of the City of Centralia, Missouri, has determined that the amendment to Subsection A of Section 31-27 and the amendments to Chapter 11 of the Centralia City Code are in the best interest of the City.

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

SECTION 1. Section 11-1 of the Centralia City Code is hereby changed, altered and amended, to read as follows:

A. It shall be unlawful to sell or offer for sale within the corporate limits any Consumer Fireworks or any other types of fireworks allowed by Missouri law except from June 20th through July 10th of the same year, known as the "fireworks sale season", by a seasonal retailer or other person. There shall be no more than five (5) City fireworks sales permits to sell fireworks issued by the City, for each fireworks sale season. A City fireworks sales permit to sell or offer to sell fireworks allowed by Missouri law shall be \$200.00, to be paid to the City by the person selling or offering to sell fireworks allowed by Missouri law before the time that any said fireworks are sold. The City fireworks sales permit cost shall include a fee for an inspection of the proposed place of sale of said fireworks by the State of Missouri Fire Marshal or his designee or the City Chief of the Fire Department or his designee, to determine that the proposed place of sale of said fireworks complies with Missouri law and this chapter of the Centralia City Code and any other applicable City ordinances regarding sale of fireworks. The City fireworks sales permit cost further shall include the cost of a temporary electric set up and a \$100.00 electric deposit for the proposed place of sale of said fireworks. The City fireworks sales permit application shall require that a Certificate of Insurance endorsement be obtained by the person selling fireworks allowed by Missouri law to be sold, showing that the City is named as an additional insured with the person selling said fireworks allowed by Missouri law. The fireworks sales permit application for the person selling fireworks allowed by Missouri law further shall require that the person selling fireworks allowed by Missouri law shall obtain from the Missouri Department of Revenue a certification that no sales tax is due to the State of Missouri and/or the City of Centralia, Missouri. The fireworks

sales permit application also shall require that all Boone County, Missouri and State of Missouri requirements regarding sale of fireworks be met.

SECTION 2. Section 11-2 of the Centralia City Code is hereby changed, altered and amended to read as follows:

A. Every person who shall sell or display for sale any fireworks shall display in a conspicuous place a sign or signs, printed in bold letters not smaller than one (1) inch in height, the following:

FIREWORKS MAY NOT BE SOLD TO A CHILD UNDER AGE FOURTEEN EXCEPT WHEN THE CHILD IS IN THE PRESENCE OF A PARENT OR GUARDIAN.

SHOOTING OF BOTTLE ROCKETS, OTHER ROCKETS, AND SIMILAR KINDS OF FIREWORKS PROHIBITED IN THE CITY OF CENTRALIA, MISSOURI. SHOOTING OF FIREWORKS PROHIBITED IN BUSINESS DISTRICT, STREETS, PARKS AND OTHER PUBLIC PROPERTY OF CENTRALIA, MISSOURI.

SOME FIREWORKS THAT ARE ALLOWED FOR SALE WITHIN THE CITY OF CENTRALIA, MISSOURI ARE NOT LEGAL TO DISCHARGE OR SHOOT WITHIN THE CITY OF CENTRALIA, MISSOURI.

SHOOTING OF FIREWORKS PROHIBITED WITHIN SIX HUNDRED FEET OF ANY CHURCH OR PUBLIC SCHOOL, AND WITHIN ONE HUNDRED FEET OF WHERE FIREWORKS ARE OFFERED FOR SALE OR STORED.

WHERE PERMITTED, SHOOTING OF FIREWORKS (OTHER THAN ROCKETS) ALLOWED ONLY FROM JULY 1 TO JULY 4, BETWEEN 8:00 A.M. AND 10:00 P.M.

B. Every person who shall sell or display for sale any fireworks shall display in a conspicuous place a sign or signs, printed in bold letters not smaller than four (4) inches in height: "FIREWORKS — NO SMOKING."

SECTION 3. Section 11-5 of the Centralia City Code shall be changed, altered and amended to read as follows:

A. Except as provided in Section 11-4 (B), it is unlawful for any person to possess, sell or use within the corporate limits of the City any pyrotechnics commonly known as "fireworks" other than items now or hereafter classified as "Consumer Fireworks" by the United States Department of Transportation or those items that comply with the construction, chemical composition, labeling and other regulations relative to fireworks regulation promulgated by the United States Consumer Product Safety Commission and permitted for use by the general public under regulations. It is unlawful for any person to sell, offer for sale, store, and display or possess any fireworks that have not been approved and labeled as Consumer Fireworks by the Interstate Commerce Commission. The Interstate Commerce Commission Consumer Fireworks label must be visible on the fireworks or smallest container in which they are sold. The label shall be on the fireworks, or package, or both, that is received by the general public from the seller.

B. Except as provided in Section 11-4 (B), it is unlawful for any person to possess, use, discharge or ignite those fireworks classified by the United States Department of Transportation as ground salutes, commonly known as "cherry bombs", "M-80's", "M-100's", "M-1000's", and various other tubular salutes which exceed the limits set for Consumer Fireworks by the United States Department of Transportation for explosive composition.

SECTION 4. Section 11-6 of the Centralia City Code is hereby changed, altered and amended to read as follows:

Unless the context clearly indicates otherwise, the terms listed below shall have the following definitions in Chapter 11:

FIREWORKS: Explosive devices designed primarily to produce visible or audible effects by combustion, deflagration or detonation, including aerial devices and ground devices that meets the definition of consumer, proximate or display fireworks as set forth by 49 Code of Federal Regulations Part 171 to end, United States Department of Transportation hazardous materials regulations, and American Pyrotechnics Association 87-1 standards.

CONSUMER FIREWORKS: Explosive devices classified as designed primarily to produce visible or audible effects by combustion, including aerial devices and ground devices, all of which are classified as fireworks, UNO336, 1.4G by regulation of the United States Department of Transportation, as amended, and which were formerly classified as Class C common fireworks by regulation of the United States Department of Transportation.

SPECIAL DISPLAY FIREWORKS Explosive devices designed primarily to produce visible or audible effects by combustion, deflagration or detonation, including devices containing more than two (2) grains (130 mg) of explosive composition intended for public display. These devices are classified as fireworks, UNO335, 1.3G by regulation of the United States Department of Transportation, as amended, and which were formerly classified as Class B display fireworks by regulation of the United States Department of Transportation.

SECTION 5. Subsection A of Section 31-27 of the Centralia City Code is hereby changed, altered and amended by renumbering the present Paragraph Number 30 of the Centralia City Code to be Paragraph Number 31 and adding a new Paragraph Number 30 to read as follows:

30. Fireworks Sales allowed by law.

SECTION 6. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7. This ordinance shall take effect and be in full force and effect from and after the date of its passage and approval.

PASSED this 2nd day of May, 2016.

Mayor, Tim Grenke

ATTEST:

City Clerk, Heather Russell

This ordinance approved by the Mayor this 2nd day of May, 2016.

Mayor, Tim Grenke

ATTEST:

City Clerk, Heather Russell

BILL NO. _____

ORDINANCE NO. _____

A BILL TO CREATE AN ORDINANCE ENTITLED:

“AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF CENTRALIA, MISSOURI TO ENTER INTO AN ELECTRIC SERVICE FULL-REQUIREMENTS AGREEMENT WITH NEXTERA ENERGY POWER MARKETING, LLC OF JUNO BEACH, FL STARTING JUNE 1, 2017 AND ENDING MAY 31, 2020.”

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

SECTION 1. The Mayor of the City of Centralia, Missouri is hereby authorized and directed to execute an Electric Service Full Requirements Agreement and other necessary documents required to be signed by the agreement terms on behalf of the City of Centralia, Missouri, with NextEra Energy Power Marketing, LLC of Juno Beach, Florida for a price not to exceed Thirty-four Dollars and Two Cents per Megawatt-hour (\$34.02/MWh).

SECTION 2. The terms and conditions of this Agreement shall be as defined in “Exhibit A”, hereto attached.

SECTION 3. This ordinance repeals ordinance 2853.

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

PASSED this 2nd day of May, 2016.

Tim Grenke, Mayor

ATTEST:

Heather Russell, City Clerk

This ordinance approved by the Mayor this 2nd day of May, 2016.

Tim Grenke, Mayor

ATTEST:

Heather Russell, City Clerk

ELECTRIC SERVICE FULL REQUIREMENTS AGREEMENT
EXHIBIT A

Issued: Date _____

This offer is being presented to the **City of Centralia, Missouri** (“Customer”) by **NextEra Energy Power Marketing, LLC** (“NEPM”) and represents a price to supply the Full Requirement Wholesale Power (“Wholesale Power”) needs of Customer’s Load at the Delivery Point(s). This offer will expire on [____], 2016 at 9:00 pm Central Prevailing Time. This offer will become Exhibit A to NEPM’s Electric Service Full Requirements Agreement Terms and Conditions (“Agreement”), a copy of which is attached. (Hereinafter, NEPM and Customer individually and collectively referred to as “Party” or “Parties”, respectively).

Table 1

Wholesale Power Price (\$/MWh)	Wholesale Power Delivery Begins	Wholesale Power Delivery Ends	Term Length (In Months) (“Term”)
\$34.02	June 1, 2017	May 31, 2020	36

Product: Wholesale Power, as described in Section 2 of the Agreement.

Delivery Point(s): The Delivery Point(s) shall be AMMO.AEM.MO, or a similar node as required by MISO and agreed to by the Parties. Title to and risk of loss related to Wholesale Power purchased hereunder shall transfer from NEPM to Customer at the Delivery Point(s).

Pricing: The Wholesale Power Price set forth in Table 1 above is based upon Customer’s historical load data and projected consumption during the Term. The Wholesale Power Price includes all costs of delivering the Wholesale Power to the Delivery Point(s), including energy, marginal losses, congestion costs, scheduling, reactive power, energy imbalance, all ancillary services and load forecasting associated with the Wholesale Power as set forth in Exhibit B. In addition to paying the Wholesale Power Price, Customer shall bear the costs of transmission, distribution, and ancillary services associated with Wholesale Power at and from the Delivery Point(s) as set forth in Exhibit B.

NEPM as MISO Market Participant: So long as Customer’s Load is subject to the TEMT during the Delivery Period, the following provisions shall apply. Customer hereby appoints NEPM, and NEPM agrees to serve, as Customer's Market Participant (as such term is defined in the TEMT) for purposes of performing the functions identified below ("Market Participant Services") for Customer Load during the Delivery Period; provided that NEPM's obligations under this Section shall not commence until Customer has taken all actions identified in a timely manner by NEPM and/or MISO that are required by MISO to enable NEPM to perform such Market Participant Services.

- 1. General Allocations of Responsibility:** In order to achieve the cost responsibility and assignment set forth in Exhibit B, Customer shall be the transmission customer, and NEPM shall be the Market Participant for market-related purposes. Under this arrangement, NEPM shall include Customer’s Load as part of NEPM’s Market Participant load (although it may discretely identify and account for Customer’s Load) and Customer shall procure network transmission service under the TEMT needed to supply Customer’s Load. The MISO will bill the Customer directly for transmission service charges pursuant to the network service agreement between Customer and the MISO. NEPM, as Market Participant for market-related purposes, will be invoiced directly by the MISO for many of the MISO Charges listed in Exhibit B. Customer agrees: (i) to reimburse NEPM for any MISO Charges that are assigned to Customer under Exhibit B, but are billed directly to NEPM (such reimbursements being Pass Through Amounts), (ii) to assign to NEPM, at such time and in such manner as requested by NEPM, Customer’s right to secure Financial Transmission Rights/Auction Revenue Rights (“FTRs/ARRs”) as provided for in #6 below; and (iii) to provide NEPM with information regarding changes to Customer Load, including expected load growth or reductions in load, in a manner and as often as reasonably required for NEPM to enable it to schedule Firm Energy for Customer’s Load

pursuant to applicable MISO rules and the TEMT. NEPM agrees to reimburse Customer for any MISO Charges that are assigned to NEPM under Exhibit B, but are billed directly to Customer (such reimbursements being Pass Through Amounts).

2. **Capacity/Resource Adequacy:** The Wholesale Power product to be purchased and sold hereunder does not include capacity. NEPM, as the MISO Market Participant for Customer's Load, shall coordinate with Customer and take all steps reasonably necessary to register with MISO any self-supplied generating capacity on behalf of Customer, and/or purchase Planning Resource Credits (as defined in the TEMT) for Customer's account as and when directed by Customer. All MISO resource adequacy charges to NEPM associated with Customer's Load shall be considered "Pass Through Amounts" and are the sole obligation of Customer as reflected in Exhibit B; provided, however, that Customer shall have no liability for any capacity-related MISO charges that result from the failure of NEPM to execute the timely requests by Customer to (i) purchase Planning Resource Credits or (ii) enter Certified Resources (as defined in paragraph 5 below) in the MISO Module E Capacity Tracking Tool, and no such charges shall be included as Pass Through Amounts.
3. **MISO Charges:** NEPM shall be responsible for those MISO Charges assigned to NEPM under Exhibit B, at and from the Delivery Point(s) for Customer's Load. Subject to the limitation set forth in #2 above, Customer shall be responsible for the MISO Charges assigned to Customer under Exhibit B, at and from the Delivery Point(s) for Customer's Load, as well as charges imposed for delivery of Wholesale Power between the transmission system and Customer's distribution system.
4. **Market Settlements:** NEPM shall interface with MISO and shall serve as the market settlement agent and billing agent ("MSA/BA") for Customer's Load. As MSA/BA, NEPM shall be responsible for all functions related to the MISO settlement process with respect to Customer's Load, including receiving and processing invoices from MISO, performing shadow settlements to verify invoices, filing disputes on behalf of Customer (as to MISO Charges assigned to Customer under Exhibit B), and tendering payments to MISO. NEPM agrees to perform such services in a commercially reasonable manner using the same techniques and tools employed by NEPM in interfacing with MISO for its own account.
5. **Customer Generation:** Customer shall notify NEPM in writing that it has qualified in MISO to receive capacity payments for any resource listed in Exhibit C, if applicable. NEPM shall only be required to perform Market Participant services associated with any resource listed in Exhibit C after receipt of the aforementioned notification (the "Certified Resources"). Customer shall provide NEPM with all information needed to bid the Certified Resources in the day ahead market in MISO. If Customer fails to timely provide such information, then NEPM shall be entitled to rely on the most recently provided information for the Certified Resources. NEPM shall not be responsible for any Market Participant charges associated with Customer's entitlement to, or scheduling of energy from, any Certified Resource, and all such charges shall be "Pass Through Amounts" owed to NEPM (and, as provided in the Behind the Meter Generation section of this Exhibit A, the revenues associated with the output of such resources shall be credit to Customer as Pass Through Amounts). NEPM shall not be responsible for any obligations or charges associated with Customer's entitlement to, or scheduling of energy from, any resource owned or controlled by Customer that is not listed in Exhibit C.
6. **ARRs/FTRs:** It is the intent of the Parties that NEPM will be entitled to and responsible for any revenues, obligations, and nomination rights associated with any and all congestion hedges, including but not limited to any ARRs (as defined in the TEMT) and FTRs (as defined in the TEMT), that Customer holds or receives that are effective during the Delivery Period and associated with Customer's Load. Effective as of the first day of the Delivery Period, Customer will assign to NEPM (or cause to be assigned to NEPM) all of Customer's rights and obligations to all existing FTRs/ARRs associated with Customer's Load that were issued by MISO to Customer for the Delivery Period. During the Delivery Period, all nominating decisions associated with such congestion hedges shall reside solely with NEPM; provided, however, that to the extent that NEPM is required during the Delivery Period to nominate any congestion hedges for a period that extends beyond the end of the Delivery Period, NEPM shall nominate such congestion hedges consistent with the information available to NEPM regarding Customer's power supply plans for the relevant period and as directed by Customer. As soon as reasonably practicable prior to or after the end of the Delivery Period, NEPM shall transfer back to Customer any and all congestion hedges applicable to the period after the Delivery Period that are directly allocated to NEPM by MISO at no cost and that are associated with Customer's Load, provided, that

Customer may, at its sole discretion, choose to reject any such congestion hedge.

7. **Market Participant Services for Third Party Supply.** If Customer arranges for an alternate supplier to serve load above the Maximum Contract Energy (“Third Party Energy”) as described in the Section entitled “Maximum Contract Energy,” then Customer shall require the supplier of the Third Party Energy (the “Third Party Supplier”) to submit a Financial Schedule (“FinSched”) to NEPM for the quantity of energy supplied in each hour at the Delivery Point (the “FinSched Quantity”), and NEPM shall confirm each such FinSched. NEPM shall settle with the Third Party Supplier for such quantity of energy at the Day-Ahead LMP for the applicable hour. Customer shall reimburse NEPM to the extent the FinSched Quantity is less than the actual Customer Load in excess of the Maximum Contract Energy and any deviation charges related to the FinSched Quantity as reconciled by MISO in its 55-day settlement, and NEPM shall reimburse Customer to the extent the FinSched Quantity is greater than the actual Customer Load in excess of the Maximum Contract Energy as reconciled by MISO in its 55-day settlement.

If, at any time during the Delivery Period, Customer’s Load is no longer subject to the TEMT, the Parties shall negotiate in good faith revisions to this Agreement to restore the balance of risks, rewards, and costs originally set forth in this Agreement. If, pursuant to the changed circumstances, NEPM is no longer registered as the Market Participant responsible for Customer’s Load within a centralized market operated by a regional transmission organization, such revisions shall include provisions establishing damages for failure to deliver or receive similar to those established in Article 4 of the EEI Master Agreement. If the Parties cannot mutually agree to revise the Agreement, the matter may be submitted to arbitration or other dispute resolution processes in accordance with the provisions of this Agreement.

New MISO Charges: NEPM shall notify Customer as soon as practicable after NEPM becomes aware of any MISO proposal to amend its Tariff to impose new MISO Charges during the Delivery Period that materially affects Wholesale Power. Unless otherwise agreed to by the Parties, the Parties shall meet promptly (within thirty (30) days of NEPM’s notification to Customer or the date the Parties otherwise become aware of such changes) to discuss their respective responsibilities (if any) for such new MISO Charges as they may apply at and from the Delivery Point(s) and to agree on amendments to Exhibit B to take effect simultaneously with the effective date of the new MISO Charges. In such discussions, it shall be assumed that the following allocations shall apply to such new MISO Charges upon the effective date of such new MISO Charges:

- If MISO imposes a new cost or charge not identified in Exhibit B (each such charge a “New MISO Charge”), the Parties shall negotiate in good faith the appropriate assignment of such New MISO Charge to either NEPM or Customer, or an equitable assignment of such New MISO Charge between Customer and NEPM, in all cases to be as consistent as possible with the assignments of the existing MISO Charges reflected in Exhibit B. If the Parties are unable to reach agreement regarding the cost assignment or allocation of any New MISO Charge within 60 days, the matter may be submitted to arbitration or other dispute resolution processes in accordance with the provisions of this Agreement.
- It is understood that if existing MISO Charges are replaced with new MISO Charges, the Party that was responsible for such existing MISO Charges shall continue to be responsible for such new charges.

Term and Delivery Period: This Agreement shall be binding upon NEPM and Customer upon execution by both parties and shall remain in effect through the end of the Delivery Period. The “Delivery Period” or “Term” for Wholesale Power shall begin and end on the dates set forth in Table 1 above, unless Customer and NEPM mutually agree, in writing, to extend the term of this Agreement, or the Agreement is terminated early in accordance with its terms.

Maximum Contract Energy: The prices in this proposal include a maximum hourly energy quantity of ten and one half (10.5) megawatt-hours (MWh) throughout the Delivery Period (“Maximum Contract Energy”), which is based upon Customer’s historical peak demand and projected load growth during the Delivery Period.

If Customer’s energy requirements in any hour during the Delivery Period exceed the Maximum Contract Energy, to the extent Customer has not made arrangements to self-supply or to serve the excess load from a Third Party Supplier, Customer shall compensate NEPM for the additional energy (“Excess Energy”). If Customer provides a request in advance to NEPM to purchase Excess Energy, and NEPM is able to schedule such Excess Energy in the day-ahead market (the “Day Ahead Excess Energy”) the price for such amount shall be Day-Ahead LMP. For any Excess Energy scheduled by NEPM in the real time market (the “Real-Time Excess Energy”) the price shall be Real-Time LMP. Customer shall be responsible and pay all costs,

including but not limited to, all MISO Charges associated with Excess Energy, including any associated with scheduled Excess Energy (“Excess Energy Costs”).

The “Excess Energy Amount” for each month shall equal the sum of the Monthly Day Ahead Amount plus Monthly Real Time Amount plus Excess Energy Costs, if any.

“Monthly Day Ahead Amount” shall equal the sum for all the days in the month of the Day Ahead Excess Energy multiplied by the relevant Day-Ahead LMP.

“Monthly Real Time Amount” shall equal the sum for all the days in the month of the Real Time Excess Energy multiplied by the relevant Real Time LMP.

Customer may apply to increase the Maximum Contract Energy by providing sixty (60) days’ prior written notice to NEPM. Upon such application and notification by Customer, NEPM shall, within thirty (30) days, elect, in its sole discretion: (i) to increase the Maximum Contract Energy to incorporate the incremental load into the Agreement without modification of the Wholesale Power Price, or (ii) to offer Customer, for approval and incorporation into the Agreement, a separate arrangement(s) to serve the requested incremental load above the Maximum Contract Energy (“Separate Offer(s)”). Customer may accept NEPM’s Separate Offer(s) or Customer may procure such load above the Maximum Contract Energy from a Third Party Supplier not to be effective before the thirty-first (31st) day following NEPM’s Separate Offer(s). As between Customer and NEPM, Customer is responsible for all MISO Charges associated with additional energy Customer procures from a third-party supplier for service above the Maximum Contract Energy.

Changes in Consumption: The Parties understand and agree that pricing provided in this Exhibit A is based on Customer’s historical load profiles and current projections of Customer’s Load growth. NEPM shall not be obligated to sell or deliver Wholesale Power required to serve Large New Retail Load nor shall Customer be obligated to purchase or receive Wholesale Power for Large New Retail Load under this Agreement. Large New Retail Load shall be defined as any non-residential load, including new load of an existing customer, anticipated to have a peak hourly demand of one (1) MW or greater, to which Customer expects to provide retail electric service, but which is not served by Customer as of the effective date of this Agreement. Customer shall provide NEPM with a minimum of sixty (60) Business Days’ written notice prior to the date on which Customer anticipates commencing service to the Large New Retail Load so that NEPM has the opportunity to propose terms of service to Customer for serving such Large New Retail Load. If the Parties do not agree that such Large New Retail Load will be served under this Agreement, under the same terms as existing Customer load, then the Parties will cooperate in facilitating all necessary arrangements (including, as necessary, coordination with MISO) for the separate service in connection with the Large New Retail Load.

Load Data: Customer will provide NEPM access to Customer’s Load metered data in a timely manner.

MDMA: Customer has appointed as its MDMA Ameren Services Company. Upon any replacement or change in the MDMA, Customer shall timely inform NEPM.

Behind the Meter Generation: Customer currently has no Behind the Meter Generation. Customer shall be obligated to notify NEPM within sixty (60) days prior to the installation of any Behind the Meter Generation. If any new Behind the Meter Generation is installed, then Customer shall install, or cause to be installed, revenue-quality metering on all such Behind the Meter Generation.

Customer may use the Behind the Meter Generation to reduce the Customer’s Load served hereunder only (i) when directed to do so by MISO during a Maximum Generation Emergency event, (ii) during any period (and to the extent that) Customer’s distribution system is physically unable to receive energy from the MISO transmission system for any reason, (iii) during periodic generator testing, or (iv) as required by applicable law or regulations, including but not limited to the Public Utility Regulatory Policies Act of 1978 (“PURPA”) and state net metering requirements. For the avoidance of doubt, the Parties acknowledge that under *Delta-Montrose Electric Association*, 151 FERC ¶ 61,238 (2015), this Agreement cannot alter Customer’s obligations under PURPA, and agree that Customer is not required to compensate NEPM for energy that Customer is required under PURPA to purchase from a third party. The Parties agree that if a Behind the Meter Generation resource is dispatched for a reason other than (i), (ii), (iii), or (iv) above, an equivalent quantity in MWh of Load shall be added to the quantity of metered Customer Load.

Each month, Customer shall promptly provide to NEPM the total metered quantity of energy produced by the Behind the Meter Generation in each hour of the preceding month that was not dispatched for one of the reasons set forth above. Customer shall receive a credit for such energy generated by Behind the Meter Generation in an amount equal to the hourly Real-Time LMP

at the Delivery Point times the amount of energy generated in such hour (grossed up for losses between the Delivery Point and the meter) less any MISO Charges that are incurred by NEPM as a result of the generation of such energy (the “Behind the Meter Generation Credit”).

**ELECTRIC SERVICE FULL REQUIREMENTS AGREEMENT
TERMS AND CONDITIONS**

This Electric Service Full Requirements Agreement (“Agreement”) is dated and effective as of **May 2, 2016** between **NextEra Energy Power Marketing, LLC** (“NEPM”) and the **City of Centralia, Missouri** (“Customer”) for Wholesale Power provided to Customer at the Delivery Point(s). (Hereinafter, NEPM and Customer may be individually and collectively referred to as “Party” or “Parties”, respectively). Exhibits A and B are hereby incorporated into this Agreement.

AGREEMENT

1. DEFINITIONS

Affiliate means, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For the purposes of this definition, “control” of any entity or person means ownership of a majority of the voting power of the entity or person.

Behind the Meter Generation means generation that is owned or controlled by Customer and is connected to the Customer's energy delivery system at a point where the output of such generation reduces the amount of load that would otherwise be measured by the Customer's meters.

Business Day means any day, Monday through Friday, excluding the following NERC holidays: New Year's Day, Memorial Day (observed), Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Central Prevailing Time or CPT means Central Standard Time or Central Daylight Time, as in effect in the State of Missouri on a given day.

Commercial Pricing Node shall have the meaning set forth in the TEMT.

Customer means **City of Centralia, Missouri**.

Customer's Load means the load of Customer's distribution system as reported by the MDMA to MISO (reflecting metered quantities at the Metering Point adjusted for losses as necessary to reflect transmission-level usage), capped at the level of the Maximum Contract Energy, and adjusted by (a) subtracting the sub-metered load of any Large New Retail Load (as defined in Exhibit A) not served pursuant to the terms of this Agreement (grossed up for losses between the sub-metering point and the transmission system), and (b) adding an amount equal to the amount of energy generated by any Behind the Meter Generation for reasons other than as specified in items (i) through (iv) of the “Behind the Meter Generation” section of Exhibit A (grossed up for losses between the Metering Point and the transmission system).

Day-Ahead LMP shall mean the “Day-Ahead Ex Post LMP” (as defined in the TEMT) at the Delivery Point.

Delivery Point(s) is defined in Exhibit A.

Delivery Period is defined in Exhibit A.

FERC means the Federal Energy Regulatory Commission and any successor agency thereto.

Full Requirement Wholesale Power (or “Wholesale Power”) means an amount of firm energy that is required to meet the needs of Customer's Load. If greater specificity regarding generation and purchased power assets is required by the RTO in order for this Agreement to meet the obligations of the Customer under an applicable transmission tariff, NEPM shall cooperate with and assist Customer in providing the required information.

Good Utility Practice: means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision is made, could have been expected to accomplish

the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather, intended to include acceptable practices, methods, or acts generally accepted in the region, but are not necessarily codified.

Market Participant means an entity that: (i) has successfully completed the registration process with the MISO and is qualified by the MISO as a Market Participant, (ii) is financially responsible to the MISO for all of its market activities and obligations, and (iii) has demonstrated the capability to participate in its relevant market activities.

Market Price means the cost in dollars, as determined by the Non-Defaulting Party (as defined herein) in a commercially reasonable manner, for a product equivalent to the Wholesale Power at the then current prevailing prices. The Non-Defaulting Party may consider, among other things, quotations from the leading dealers in the wholesale energy industry, internally developed forward market prices and other bona fide third party offers as commercially available to the Non-Defaulting Party, which will be adjusted, as necessary, for the period and differences in transmission costs, volume, and other factors, as reasonably determined by the Non-Defaulting Party.

Meter Data Management Agent or MDMA shall mean the agent identified by Customer for providing to the MISO meter data associated with Customer's Commercial Pricing Node.

Metering Point shall mean the physical location of the meter or meters utilized by Customer or its MDMA for providing meter data to the MISO.

MISO means the Midcontinent Independent System Operator, Inc. and the successor to the functions thereof.

MISO Charges means the charges (and credits) imposed by the RTO pursuant to its tariff that are associated with the sale and delivery of Wholesale Power. A list of the currently effective MISO Charges is included in Exhibit B.

NEPM means NextEra Energy Power Marketing, LLC and its successors and assigns.

Pass Through Amounts means any surcharges or credits as necessary to implement reimbursements to or from Customer of MISO Charges assessed to the wrong Party pursuant to the Resource Adequacy and MISO Charges sections of Exhibit A or any surcharges or credits due to or from Customer of MISO Charges as agreed upon by the Parties.

Real-Time LMP means the "Hourly Real-Time Ex Post LMP" (as defined in the TEMT) at the Delivery Point.

Regional Transmission Organization or RTO means the applicable FERC approved organization with functional control of the transmission assets that provide Customer with transmission service that enables delivery of the Wholesale Power hereunder. The RTO currently applicable to Customer is the MISO.

Tariff or TEMT means the Open Access Transmission, Energy and Operating Reserves Markets Tariff, or its successor tariff, for MISO or RTO, whichever is applicable, on file with FERC, which sets forth the rates, terms and conditions of transmission service over the RTO's transmission system, as amended from time to time.

2. WHOLESALE POWER SERVICES

During the Delivery Period, NEPM shall supply and deliver to Customer and Customer shall purchase and receive from NEPM all of the energy needed by Customer to serve the Customer's Load, pursuant to the terms and conditions which are described herein and in the attached Exhibits A and B, which are incorporated herein for all purposes.

The Wholesale Power shall be delivered by NEPM to the Delivery Point(s) and Customer shall receive Wholesale Power at and from the Delivery Point(s). The transmission and distribution of Wholesale Power at and from the Delivery Point(s), for which NEPM has no responsibility, is subject to the terms and conditions of the Tariff and the tariff of the local balancing authority.

The Parties recognize that in the context of the MISO centralized market, the manner in which NEPM will deliver the Wholesale Power is by being the Market Participant responsible for the Customer's Load, and that the manner in which Customer will receive Wholesale Power is by its load continuing to be served in the MISO centralized market. The Parties recognize that so long as Customer's Load is still registered as a load in the MISO centralized market, it shall not be a breach of this Agreement by either Party if (and to the extent that) Customer's distribution system is physically unable to receive energy from the MISO transmission system for any reason. During any such period of interruption or curtailment, (i) neither Party shall be liable to the other for damages of any sort, including for a failure to deliver or receive Wholesale Power, and (ii) notwithstanding anything to the contrary in this Agreement, Customer shall be entitled to utilize its own generation, if applicable (or obtain from third parties, if possible) energy and other services in lieu of purchasing Wholesale Power, in order to continue to provide retail service to its customers.

3. TERM OF AGREEMENT

This Agreement shall be in effect for the term set forth in Exhibit A unless the Parties mutually agree in writing to extend the Term of this Agreement, and absent early termination under Section 14.

4. TAXES

Except for Taxes on the gross income of NEPM, all federal, state, and municipal or other governmental subdivision Taxes incurred by reason of Wholesale Power services provided under this Agreement are the sole responsibility of Customer, and Customer agrees to hold harmless and indemnify NEPM from any liability, demand or payment for same. It is understood that NEPM is responsible for all Taxes applicable to NEPM's delivery of Wholesale Power up to the Delivery Point(s), and NEPM agrees to hold harmless and indemnify Customer from any liability, demand or payment for same. If a Party is required to remit or pay Taxes that are the other Party's responsibility hereunder, such Party shall promptly reimburse the other for such Taxes. "Taxes" shall mean all foreign and domestic taxes, rates, levies, adders, assessments, surcharges, duties and other fees and charges of any nature, whether currently in effect or adopted during the Term, including but not limited to, ad valorem, consumption, excise, franchise, gross receipts, import, income, export, license, property, sales, stamp, storage, transfer, turnover, use or value-added taxes, payroll, unemployment, and any and all items of withholding, deficiency, penalty, addition to tax, interest or assessment related thereto.

5. CONFIDENTIALITY

Neither Party shall disclose the terms or conditions of this Agreement to a third party (other than the Party's employees, affiliates, lenders, counsel, accountants, representatives and existing or potential contractors, vendors, consultants, advisors and insurers who have a need to know such information and have agreed to keep such terms confidential) except with written consent or in order to comply with any applicable law (including applicable Missouri public records laws), regulation, or any exchange, control area, or independent system operator rule or in connection with any court or regulatory proceeding applicable to such Party or any of its affiliates; provided, however, each Party shall, to the extent practicable, use reasonable efforts to prevent or limit the disclosure; provided, however, that either Party shall have the ability to disclose the commercial terms of this Agreement in order to demonstrate compliance with all applicable laws, rules, regulations, and requirements. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation.

6. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY

NEPM warrants title to all Wholesale Power delivered hereunder, and sells such Wholesale Power to Customer free from adverse title claims, to the Delivery Point. **THIS IS NEPM'S ONLY WARRANTY CONCERNING THE WHOLESALE POWER SERVICES PROVIDED HEREUNDER, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE. NEPM DOES NOT GUARANTEE UNINTERRUPTED SERVICE AND SHALL NOT BE LIABLE FOR ANY DAMAGES SUSTAINED BY CUSTOMER (EXCEPT AS SET FORTH HEREIN) BY REASON OF ANY FAILURE, ALTERATION OR INTERRUPTION OF SERVICE.**

THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR ANY SUCH DAMAGE. EACH PARTY'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED.

NEITHER PARTY SHALL BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE, INCURRED BY THE OTHER PARTY. The Parties further agree that the waivers and disclaimers of liability, releases from liability, and limitations on liability expressed herein shall survive termination or expiration of this Agreement, and shall apply at all times, whether in contract, equity, tort or otherwise, regardless of the fault, negligence (in whole or in part), strict liability, breach of contract or breach of warranty of the Party whose liabilities are limited, and shall extend to the members, shareholders, partners, principals, affiliates, directors, officers and employees, agents and related or affiliated entities of such Party, and their shareholders, partners, principals, affiliates, directors, officers and employees.

Provided, however, each Party shall indemnify (“Indemnifying Party”) on an after-tax basis, hold harmless, and defend the other (“Indemnified Party”) and its affiliates and their respective officers, directors, employees, agents, contractors, subcontractors, invitees, successors, representatives and permitted assigns from and against any and all claims, liabilities, costs, losses, damages, expenses (including reasonable attorney and expert fees), and/or penalties or fines imposed by governmental authorities, in any action or proceeding between Indemnified Party and a third party for damage to property of third parties, injury to or the death of any person (collectively and individually “Indemnified Party’s Damages”), to the extent such Indemnified Party’s Damages are directly caused by the negligence or misconduct of Indemnifying Party and/or its officers, directors, employees, agents, contractors, subcontractors or invitees, and such Indemnified Party’s Damages arise out of or relate to Indemnifying Party’s performance under or breach of this Agreement. The Parties agree that the provisions of this subpart shall survive termination or expiration of this agreement.

7. FORCE MAJEURE

- (a) To the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement and such Party (the “Claiming Party”) gives notice and details of the Force Majeure to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy, to the extent possible, the Force Majeure with all reasonable dispatch. The non-Claiming Party shall not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party for the period excused by Force Majeure.
- (b) “Force Majeure” shall mean an event or circumstance which prevents the Claiming Party from performing its obligations or causes delay in the Claiming Party’s performance under this Agreement, which event or circumstance was not anticipated as of the date this Agreement was agreed to, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party or its contractors, and which, by the exercise of due diligence or use of Good Utility Practice, the Claiming Party is unable to overcome or avoid or cause to be avoided, such as, but not limited to, acts of God; fire; flood; earthquake; war; riots; terrorism; strikes, walkouts, lockouts and other labor disputes that affect Customer, the generating system of a supplier with whom NEPM has contracted to fulfill this Agreement; or requirements, actions or failure to act on the part of governmental authorities. The settlement of strikes, walkouts, lockouts and other labor disputes that affects Customer’s consumption of Wholesale Power or the generating system of a supplier with whom NEPM has contracted to fulfill this Agreement shall be entirely within such Party’s discretion and such Party may make settlement at such time and on such terms and conditions as it may deem to be advisable. Force Majeure shall not be based on: (i) Customer’s inability to economically use the Wholesale Power purchased hereunder; (ii) Customer’s loss of markets; (iii) NEPM’s ability to sell the Wholesale Power at a price greater than the price under this Agreement; (iv) the loss or failure of NEPM’s supply that is not caused by an event of Force Majeure as described above or similar concept, or (v) the loss or failure of a portion of NEPM’s supply where NEPM can continue to provide service from other available resources, including MISO market energy. If the Claiming Party is Customer, Force Majeure does not include any action taken by Customer in its governmental capacity.

8. CHANGES IN LAW OR REGULATION

The Parties understand and agree that laws, regulations, treaties or other rules binding upon the Parties could be enacted, approved, issued, promulgated, interpreted or enforced by Governmental Authorities with effect during the Term of this

Agreement that restrict, cap or place a cost, charge or other financial burden on emissions of carbon dioxide (CO₂) and other greenhouse gases or on the consumption, transportation or use of energy from such emitting sources (“GHG Laws”). Prior to the Delivery Point(s), any restrictions, costs, charges, taxes and other financial impacts resulting from GHG Laws that are assessed on or associated with the production of Energy from fossil-fuel power plants, or the possession or transmission of such Energy shall be the responsibility of NEPM. At and after the Delivery Point(s), any restrictions, costs, charges, taxes and other financial impacts resulting from GHG Laws that are assessed on or associated with the purchase, consumption or use of Energy by Customer or its retail customers, or from the receipt, possession or transportation of Energy shall be the responsibility of Customer. As used in this paragraph, “Governmental Authority” means any federal, state, local or municipal government; any governmental regulatory or administrative agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power; or any court or governmental tribunal.

The Parties acknowledge and agree that the Wholesale Power Price as set forth in Exhibit A is based on the existing laws, regulations, statutes, rules, ordinances, Tariff and RTO business practices in place on the effective date of this Agreement. In the event that: (i) there is a material change in any rule, regulation, Tariff, business practice, ordinance, statute, or law, with the exception of GHG Laws as described herein, affecting the sale or transmission of Wholesale Power (including, but not limited to, any administrative ruling, interpretation, or judicial decision) that significantly alters the relative benefits and burdens of the Parties under this Agreement, NEPM and Customer shall revise this Agreement to restore the balance of risks, rewards, and costs originally set forth in this Agreement; provided, however, if the Parties cannot mutually agree to revise the Agreement, the matter may be submitted to arbitration or other dispute resolution processes in accordance with the provisions of this Agreement.

9. ASSIGNMENT

This Agreement shall be binding on each Party’s successors and permitted assigns. Neither Party shall assign this Agreement or its rights without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, either Party may: (i) assign its rights and obligations under this Agreement to an Affiliate without consent of the other Party, subject to the Affiliate’s satisfactory creditworthiness and, if NEPM is the assigning Party, also subject to the assignee Affiliate having adequate resources in order to continue to provide Wholesale Power hereunder; or (ii) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets, subject to the assignee’s satisfactory creditworthiness; provided, however, that in each such case, any such assignee shall agree in writing to be bound by the terms and conditions hereof and so long as the transferring Party delivers such tax and enforceability assurances as the non-transferring Party may reasonably request. For purposes of this section, creditworthiness shall be determined by the non-transferring Party. In connection with any merger, acquisition, or other transaction through which all or the majority of NEPM’s business is acquired by another entity, NEPM shall assign this Agreement to the successor entity.

10. WAIVER

Except as otherwise set forth in this Agreement, failure or delay on the part of either Party to exercise any right, power, or privilege under this Agreement shall not operate as a waiver of such right, power, or privilege of this Agreement.

11. CREDIT SUPPORT

NEPM’s obligations hereunder shall be secured by an unconditional guarantee provided by NextEra Energy Capital Holdings, Inc. (“Guarantor”) in a form substantially similar to Exhibit D (“Parental Guarantee”). Such Parental Guarantee shall be in the amount of \$2,000,000. In the event that NextEra Energy Capital Holdings, Inc. terminates or fails to honor the Parental Guarantee during the Term of this Agreement, then an Event of Default by NEPM under Section 14 will be deemed to have occurred; provided, however, that if NextEra Energy Capital Holdings, Inc. seeks to terminate the Parental Guarantee, and if the Parties mutually agree upon a replacement form of security (including, but not limited to, a letter of credit or cash collateral) and NEPM provides such replacement form of security no later than the date of termination of the Parental Guarantee, the termination of the Parental Guarantee shall not be considered an Event of Default hereunder .

Within one hundred and twenty (120) days following the end of Customer’s fiscal year, or at such other times as reasonably requested by NEPM, Customer shall supply, at the request of NEPM, a hard copy of Customer’s annual report containing audited consolidated financial statements, unless the financial statements are available publicly or on the Customer’s website, for such fiscal year and/or such other documents that may be necessary to adequately determine Customer’s creditworthiness. Should the creditworthiness or financial responsibility of Customer become unsatisfactory to NEPM at any time during the Term of this Agreement, as determined by NEPM in a commercially reasonable manner, including

consideration of the market exposure assumed relevant to the Liquidation Value of this Agreement under Section 14, NEPM may require security in the form and quantity specified in subsection (c) below before further performance under this Agreement by NEPM. NEPM will provide Customer with written notice requesting such security. Upon receipt of such written notice Customer shall have ten (10) Business Days to provide the required security to NEPM. In the event that Customer fails to provide such security within the time period stated herein, then an Event of Default under Section 14 will be deemed to have occurred.

Notwithstanding the foregoing, the Parties agree that:

(a) Customer's creditworthiness and financial responsibility is currently satisfactory;

(b) NEPM shall have no right to require Customer to provide and/or maintain a letter of credit in connection with the service provided under this Agreement during any period in which Customer achieves and/or maintains satisfactory credit rating(s) of Investment Grade; for purposes of this Agreement, "Investment Grade" credit rating shall mean a minimum rating of BBB- from Standard & Poor's Rating Services, a division of The McGraw-Hill companies, Inc. (or any successor rating agency) ("S&P") and Baa3 from Moody's Investors Service, Inc. (or any successor rating agency) ("Moody's") if rated by both rating agencies; or BBB- by S&P or Baa3 by Moody's if only rated by one or the other agency. Such credit rating shall be an issuer rating or equivalent or a senior unsecured debt rating, in either case unenhanced by any third party insurance, letter of credit, or other form of support; shall be in the name of Customer; and shall exclude any project-related bonds of Customer or other bonds of Customer's affiliated entities; and

(c) In the event that Customer's creditworthiness or financial responsibility should become unsatisfactory, the security to be provided to NEPM pursuant to the preceding paragraph shall be a Letter Of Credit for the benefit of NEPM in a form acceptable to NEPM and in an amount equal to NEPM's largest anticipated thirty (30) days of receivables from Customer for the current calendar year, as calculated by NEPM. For purposes of this section, "Letter Of Credit" shall mean an irrevocable standby letter of credit, which shall be issued by a financial institution with a domestic office organized under the laws of the United States (or any state or a political subdivision thereof) having a long term debt rating or deposit rating of at least: (i) A3 from Moody's and (ii) A- from S&P and utilizing a form acceptable to NEPM, with such changes to the terms in that form as the issuer may require and as may be acceptable to NEPM.

12. METERING

Customer shall be responsible for providing directly, or through its MDMA or other third party provider, revenue quality metering at the Metering Point(s) that is capable of accurately measuring Customer's Load. Customer shall be responsible for and bear any costs that are associated with the metering equipment. Annually, Customer shall arrange and be responsible for the associated costs to have metering equipment tested and maintained to ensure accuracy within one percent (1%). Customer shall promptly advise NEPM if the results of any annual test show an inaccuracy of more than one percent (1%). If any annual test shows a meter to be inaccurate by more than one percent (1%), a correction shall be made on the invoice for one-half the elapsed period since the last test was made or for the entire period since the inaccuracy occurred if it can be determined.

Customer shall provide, or cause to be provided, to NEPM meter data from the metering equipment at the Metering Point(s) to enable NEPM to determine that amount of Wholesale Power procured under the Agreement and to enable NEPM to invoice Customer. If it is determined that actual meter data is not available due to a meter failure or similar circumstance, Customer and NEPM shall mutually agree to estimate the missing data utilizing Customer's historical profile and adjusting for any significant weather or system configuration anomalies.

13. PAYMENTS/INVOICES

NEPM shall render an invoice to Customer via facsimile or electronic mail ("e-mail") within seven (7) days of the end of each month in which service was provided. Each invoice (the "Invoice") shall set forth (i) the Net Monthly Payment for the just-concluded service month, and (ii) any true-up adjustments to estimated amounts included in the prior month's Invoice. Payments shall be received by NEPM via an electronic method on or before the latter of the 20th of each calendar month or no later than ten (10) Business Days following the issue date of each facsimiled or e-mailed Invoice (the "Due Date").

"Net Monthly Payment" means, for each service month, the Monthly Energy Payment for the service month plus or minus (as applicable) all Pass Through Amounts attributable to the service month, plus the Excess Energy Amount (as determined pursuant to the Maximum Contract Energy section of Exhibit A) for the service month.

“Monthly Energy Payment” means, for each service month, the sum of all Hourly Energy Payments for such month.

“Hourly Energy Payment” means, for each hour, (i) the product of the Wholesale Power Price times Customer’s Load for that hour less (ii) if any, Behind the Meter Generation Credit.

Amounts not paid on or before the Due Date shall be deemed delinquent and Customer shall be assessed a late payment charge at an interest rate equivalent to the U. S. Prime Rate as quoted in the “Money Rates” section of *The Wall Street Journal*, as published on the first Business Day of each month or on the next preceding Business Day if not published on the first Business Day of the month plus 2 percent (2%) per annum, and accrued daily, but in no event greater than the maximum interest rate permitted by law (“Default Interest Rate”).

If Customer, in good faith, disputes the correctness of any invoice rendered under this Agreement then Customer shall pay at least the undisputed portion of the amount invoiced no later than the Due Date, and if it is withholding the disputed portion, provide with its payment a detailed written explanation of the basis of the dispute. If the disputed amount is withheld, and subsequently determined to have been due to NEPM, it shall be paid to NEPM within five (5) Business Days of such determination, along with interest at the Default Interest Rate from and including the date such amount was due, but excluding the date paid. Any amounts paid by Customer that are later determined not to have been due to NEPM or any amounts not invoiced by NEPM that are later determined to have been due by Customer shall be settled with interest calculated at the Default Interest Rate. The Parties shall have the right to challenge and seek adjustment to any invoiced amount at any time within three (3) years of issuance of the invoice.

14. EVENTS OF DEFAULT

Definition: An “Event of Default” shall mean, with respect to a defaulting Party (“Defaulting Party”), the occurrence of any of the following: (a) the failure to make, when due, any payment required pursuant to this Agreement (other than disputed amounts) if such failure is not remedied within three (3) Business Days after written notice of such failure; (b) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated; (c) the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default) if such failure is not remedied within three (3) Business Days after written notice; (d) such Party: (i) files a petition or otherwise commences, authorizes, or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization, or similar law, or has any such petition filed or commenced against it; (ii) makes an assignment or any general arrangement for the benefit of creditors; (iii) otherwise becomes bankrupt or insolvent (however evidenced); or (iv) has a liquidator, administrator, receiver, trustee, conservator, or similar official appointed with respect to it or any substantial portion of its property or assets as part of bankruptcy proceeding or reorganization for the benefit of creditors; (e) the failure of such Party to satisfy the creditworthiness/collateral requirements under Section 11 of this Agreement; (f) a Party consolidates or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement, or the resulting, surviving or transferee entity does not satisfy the creditworthiness/collateral requirement set forth in Section 11 of this Agreement; or (g) such Party disaffirms, disclaims, repudiates or rejects, in whole or in part, this Agreement.

Suspension and Early Termination: If an Event of Default occurs, the non-defaulting Party (“the Non-Defaulting Party”) may, at its option and in its sole discretion: (i) suspend its performance under this Agreement, provided such suspension may not continue for more than twenty (20) days before notice of an early termination date is delivered or performance is restored; or (ii) designate a day, no earlier than the day such notice is effective and no later than twenty (20) days after such notice is effective, as an early termination date as of which the Non-Defaulting Party shall have the right to liquidate this Agreement and to demand payment of, which the Defaulting Party shall pay upon invoice, the Settlement Amount. The “Settlement Amount” shall be equal to either: (a) if Customer is the Defaulting Party, any unpaid and outstanding invoice(s) plus the positive difference (if any) of the Wholesale Power Price minus the Market Price multiplied by the projected quantity of the Customer’s Load for the remainder of the Delivery Period (as calculated pursuant to the next sentence); or (b) if NEPM is the Defaulting Party, any refunds or other amounts then due to the Customer plus the positive difference (if any) of the Market Price minus the Wholesale Power Price multiplied by the projected quantity of the Customer’s Load for the remainder of the Delivery Period (as calculated pursuant to the next sentence) (in either case the “Liquidation Value”). For purposes of this provision, the projected quantity of the Customer’s Load for each month of the remainder of the Delivery Period shall be the most recent actual Customer’s Load quantity from that same month prior to

the calculation of the Settlement Amount, adjusted for known changes (for example, if the Settlement Amount were calculated in August 2018, the projected Customer's Load for May 2019 and May 2020 would use the actual Customer's Loads for May 2018, adjusted for known changes). The Liquidation Value so calculated shall be discounted to present value utilizing a rate of 4.0%. Other costs, expenses, and charges under this Agreement which the Non-Defaulting Party incurs as a result of such early termination shall be added to the Settlement Amount, in addition and without prejudice to any right of setoff, recoupment, combination of accounts, lien, or other right to which the Non-Defaulting Party is otherwise entitled, whether by operation of law, equity, contract, or otherwise as a result of the Event of Default and early termination of this Agreement, subject to any limitations on liability as set forth in Section 6.

15. NOTICES

Except for notices required under Section 14, all other notices to be provided under this Agreement may be sent by U.S. mail, personal delivery, fax, or orally in the case of an emergency (with a written confirmation following any such oral notice due to an emergency). All such notices shall be deemed given and received when transmitted by any of the above methods. However, all notices required under Section 14 must be given by certified mail, return receipt requested, or by overnight delivery and shall be effective only upon actual receipt of notice. Notices shall be sent to those identified in the attached Notice and Contact Schedule.

16. FORWARD CONTRACT

The Parties agree this Agreement is construed and understood to be a "forward contract" and the Parties are intended and understood to be "forward contract merchants" as defined by the U.S. Bankruptcy Code.

17. GOVERNING LAW

The validity, interpretation, and performance of this Agreement shall be governed by and performed in accordance with the laws of the State of Missouri, and without regard to principles of conflicts of law. With respect to any suit, action or proceedings relating to this Agreement ("Proceedings"), each Party irrevocably (i) submits to the exclusive jurisdiction of the United States District Court located in St. Louis, and if such court refuses jurisdiction, then the courts of the State of Missouri sitting in St. Louis and (ii) waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over such Party.

EACH PARTY EXPRESSLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDINGS RELATING TO THIS AGREEMENT, AND ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT FOR THE PARTY'S EXECUTION OF THIS AGREEMENT.

18. REPRESENTATIONS

On the effective date of this Agreement and throughout the Term, each Party represents and warrants to the other Party that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation. Each Party further represents and warrants that the execution, delivery, and performance of this Agreement are within its power, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order, or the like applicable to it; and this Agreement and each other document executed and delivered in accordance with this Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms. Each Party further represents and warrants to the other Party that: (i) it has, and shall maintain, all authorizations necessary for it to legally perform its obligations under this Agreement (whether from MISO or any regulatory body) (ii) it is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Agreement; (iii) there are no bankruptcy proceedings pending or being contemplated by it or, to its knowledge, threatened against it; and (iv) there is not pending or, to its knowledge, threatened against it or any of its Affiliates any legal proceedings that could materially adversely affect its ability to perform its obligations under this Agreement or any other document relating to this Agreement to which it is a party.

Customer further represents and warrants to NEPM that continuing throughout the Term of this Agreement all acts necessary to the valid execution, delivery, and performance of this Agreement, including without limitation, competitive

bidding, public notice, election, referendum, prior appropriation, or other required procedures has or will be taken and performed as required under Customer's ordinances, bylaws, or other regulations. Further, Customer represents and warrants to NEPM that all persons making up Customer's governing body are duly elected or appointed incumbents in their positions and hold such positions in good standing in accordance with all applicable law, and that the Term of this Agreement does not extend beyond any applicable limitation imposed by any relevant constitutional, organic, or other governing documents and applicable law. Customer further represents and warrants that with respect to its contractual obligations under this Agreement, it will not, to the extent permitted by Missouri law, claim immunity on the grounds of sovereignty or similar grounds with respect to itself or its revenues or assets from: (a) suit, (b) jurisdiction of court, (c) relief by way of injunction, order for specific performance, or recovery of property, (d) attachment of assets associated with public utility services, or (e) execution or enforcement of any judgment.

19. WAIVER OF FERC FILING RIGHTS; STANDARD OF REVIEW; MOBILE-SIERRA WAIVER

(a) Absent the agreement of both Parties to the proposed change, the standard of review for changes to any rate, charge, classification, term or condition of this Agreement, whether proposed by a Party (to the extent that any waiver in subsection (b) below is unenforceable or ineffective as to such Party), a non-party or FERC acting sua sponte, shall solely be the "public interest" application of the "just and reasonable" standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956) and clarified by *Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish*, 554 U.S. 165 (2008) (the "Mobile-Sierra" doctrine).

(b) In addition, and notwithstanding the foregoing subsection (a), to the fullest extent permitted by applicable law, each Party, for itself and its successors and assigns, hereby expressly and irrevocably waives any rights it can or may have, now or in the future, whether under §§ 205 and/or 206 of the Federal Power Act or otherwise, to seek to obtain from the FERC by any means, directly or indirectly (through complaint, investigation or otherwise), and each hereby covenants and agrees not at any time to seek to so obtain, an order from FERC changing any section of this Agreement specifying the rate, charge, classification, or other term or condition agreed to by the Parties, it being the express intent of the Parties that, to the fullest extent permitted by applicable law, neither Party shall unilaterally seek to obtain from FERC any relief changing the rate, charge, classification, or other term or condition of this Agreement, notwithstanding any subsequent changes in applicable law or market conditions that may occur. In the event it were to be determined that applicable law precludes the Parties from waiving their rights to seek changes from FERC to their market-based power sales contracts (including entering into covenants not to do so) then this subsection (b) shall not apply, provided that, consistent with the foregoing subsection (a), neither Party shall seek any such changes except solely under the "public interest" application of the "just and reasonable" standard of review and otherwise as set forth in the foregoing section (a).

20. RESOLUTION OF DISPUTES/ARBITRATION

If a question or controversy arises between the Parties concerning the observance or performance of any of the terms, provisions, or conditions contained herein or the rights or obligations of either Party under this Agreement, such question or controversy shall in the first instance be the subject of a meeting between the Parties to negotiate a resolution of such dispute. Such meeting shall be held within fifteen (15) days of a request by either Party. If within fifteen (15) days after that meeting, the Parties have not negotiated a resolution or mutually extended the period of negotiation, the question or controversy may, upon mutual agreement, be resolved by arbitration in accordance with arbitration procedures established from time to time by the American Arbitration Association ("AAA"). The panel of arbitrators to be provided shall be competent in their expertise and qualifications to understand and arbitrate the dispute. In addition to the arbitration procedures established by the AAA, arbitration shall be conducted pursuant to the Federal Rules of Evidence. The arbitrators may award only damages as allowed for by this Agreement, and attorney fees and other legal costs. Any decision and award of the majority of arbitrators shall be binding upon both Parties. Judgment upon the award rendered may be entered in any court of competent jurisdiction.

21. RELATIONSHIP OF THE PARTIES; ENTIRE AGREEMENT

Nothing in this Agreement is intended to create a partnership, joint venture or other joint legal entity making any Party jointly or severally liable for the acts of the other Party. Each Party shall be solely liable for the payment of all wages, taxes, and other costs related to the employment of persons by that Party to perform under this Agreement, including all federal, state, and local income, social security, payroll and employment taxes and statutorily mandated workers' compensation coverage. None of the persons employed by either Party shall be considered employees of the other Party for any purpose; nor shall either Party represent to any person that such persons are or shall become employees of the other Party.

It is understood and agreed that this Agreement contains the entire Agreement between the Parties and supersedes any and all prior agreements, arrangements or understandings between the Parties relating to the subject matter. This Agreement cannot be changed or terminated orally and no written modification of this Agreement shall be effective unless executed and signed by both Parties.

22. MODIFICATIONS TO CONTRACT

This Agreement may be modified only by written amendment executed by the authorized representatives of both Parties.

23. NATURE OF CUSTOMER'S OBLIGATION

The obligations of Customer under this Agreement shall be conditional obligations to be payable out of the revenues received from the sale of electricity to Customer's retail customers only when earned by or due NEPM in accordance with the provisions of this Agreement and shall not be construed to be general obligations of Customer or a debt of Customer within the meaning of the Constitution and Law of the State of Missouri.

24. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

25. RECORDS AND AUDIT

Parties shall maintain all the records related to the service provided under this Agreement for a period of at least three (3) years or as required by their internal document retention policies, whichever is longer. Each Party shall have the right to audit the records of the other Party reasonably relating to this Agreement. Each Party shall be responsible for its own expenses in connection with any audit.

26. RETAIL CUSTOMER CHOICE

During the Delivery Period, Customer shall not voluntarily participate in, or otherwise authorize any retail customer to participate in, any form of retail customer choice unless mandated by applicable law. To the extent such a requirement is so mandated, Customer shall use commercially reasonable efforts to obtain a waiver or exemption from such requirement for the Delivery Period.

[Remainder of the page left blank.]

IN WITNESS WHEREOF, the Parties to this Agreement have executed and delivered this Agreement on the date and year first set out above.

NextEra Energy Power Marketing, LLC

By: _____
Print Name: _____
Title: _____
Date: _____

City of Centralia, Missouri

By: _____
Print Name: Tim Grenke
Title: Mayor, City of Centralia, Missouri
Date: _____

*After signing, please return as indicated below:
Immediately Fax and mail two originals to:*

Attn: Contract Administration

NOTICE AND CONTACT SCHEDULE

NEXTERA ENERGY POWER MARKETING, LLC

CITY OF CENTRALIA, MISSOURI

All Notices

Street: 700 Universe Blvd.
City: Juno Beach, FL
Zip: 33408

Attn: Contracts/Legal Department
Phone: n/a/
Facsimile: (561) 625-7504
Duns: NEPM: 05-448-1341
Federal Tax ID Number: 65-0851428

Invoices:

Attn: Manager, NEPM Accounting
Phone: (561) 304-5820
Facsimile: (561) 625-7651

Scheduling:

Attn: Scheduling Desk
Phone: (561) 625-7100
Facsimile: (561) 625-7604

Payments:

Attn: Manager, NEPM Accounting
Phone: (561) 304-5820
Facsimile: (561) 625-7663

Wire Transfer:

Pay: Bank of America, N.A.
For the Account of: NextEra Energy Power
Marketing, LLC
Account No.: 3751227650
Fed. ABA No.: 0260-0959-3

ACH Transfer:

Pay: Bank of America, N.A.
For the Account of: NextEra Energy Power
Marketing, LLC
Account No.: 3751227650
Fed. ABA No.: 1110-0001-2

Credit and Collections:

Attn: Director, Structured Credit
Phone: (561) 304-6178
Facsimile:
Email: tradecredit@nexteraenergy.com

With additional Notices of an Event of Default or
Potential Event of Default to:

Attn: Contracts/Legal Department
Facsimile: (561) 625-7504

All Notices:

City of: Centralia, Missouri
114 S. Rollins, Centralia, MO 65240

Main contact:

Matt Harline, City Administrator
DUNS: 04-358-7484
FEIN: 43-6000692

Invoices:

Accounts Payable/Donna Stephens
City of Centralia
114 S. Rollins, Centralia, MO 65240

Payment:

Accounts Receivable/Phyllis Brown
City of: Centralia, Missouri
114 S. Rollins, Centralia, MO 65240

Wire Transfers:

Heather Russell, City Clerk
Central Bank of Boone County

Account No.: 001044117

Fed. ABA No.: 081500859

ACH Transfer: Heather Russell, City Clerk
Central Bank of Boone County

Fed. ABA No.: 081500859

Account No.: 001044117

EXHIBIT B
MISO CHARGES¹

	Day Ahead Charges	Responsible Party
1	Day-Ahead Asset Energy Amount	NEPM
2	Day-Ahead Financial Schedule Congestion Amount	NEPM
3	Day-Ahead Financial Schedule Loss Amount	NEPM
4	Day-Ahead Market Administration Amount	NEPM
5	Day-Ahead Schedule 24 Allocation Amount	NEPM
6	Day-Ahead Non-Asset Energy Amount	NEPM
7	Day-Ahead Congestion Rebate on Carved-Out Grandfathered Agreements	N/A
8	Day-Ahead Losses Rebate on Carved-Out Grandfathered Agreements	N/A
9	Day-Ahead Congestion Rebate on Option B Grandfathered Agreements	N/A
10	Day-Ahead Losses Rebate on Option B Grandfathered Agreements	N/A
11	Day-Ahead Revenue Sufficiency Guarantee Distribution Amount	NEPM
12	Day-Ahead Revenue Sufficiency Guarantee Make Whole Payment Amount	NEPM
13	Day-Ahead Virtual Energy Amount	NEPM

	Ancillaries	Responsible Party
1	Day-Ahead Regulation Amount	NEPM
2	Day-Ahead Spinning Reserve Amount	NEPM
3	Day-Ahead Supplemental Reserve Amount	NEPM
4	Real-Time Regulation Amount	NEPM
5	Real-Time Spinning Reserve Amount	NEPM
6	Real-Time Supplemental Reserve Amount	NEPM
7	Real-Time Regulation Cost Distribution Amount	NEPM
8	Real-Time Spinning Reserve Cost Distribution Amount	NEPM
9	Real-Time Supplemental Reserve Cost Distribution Amount	NEPM
10	Real-Time Excessive Deficient Energy Deployment Charge Amount	NEPM
11	Real-Time Non-Excessive Energy Amount	NEPM
12	Real-Time Excessive Energy Amount	NEPM
13	Real-Time Net Regulation Adjustment Amount	NEPM
14	Real-Time Contingency Reserve Deployment Failure Charge Amount	NEPM

	Financial Transmission Rights Charge Types	Responsible Party
1	Financial Transmission Rights Hourly Allocation Amount	NEPM
2	Financial Transmission Rights Market Administrative Amount	NEPM
3	Financial Transmission Rights Monthly Allocation Amount	NEPM
4	Financial Transmission Rights Transaction Amount	NEPM
5	Financial Transmission Rights Yearly Allocation Amount	NEPM
6	Financial Transmission Rights Monthly Transaction Amount	NEPM
7	Financial Transmission Rights Full Funding Guarantee Amount	NEPM
8	Financial Transmission Rights Guarantee Uplift Amount	NEPM

¹ The general allocations of cost responsibility between the Parties for MISO charges that are set forth in this Exhibit B are not intended to, and shall not, override any specific provisions of Exhibit A or the body of the Agreement with respect to the Parties' cost responsibilities and liabilities.

9	Financial Transmission Rights Annual Transaction Amount	NEPM
10	Auction Revenue Rights Transaction Amount	NEPM
11	Financial Transmission Rights Infeasible Uplift Amount	NEPM
12	Financial Transmission Rights Stage 2 Distribution Amount	NEPM

	Real-Time Charges	Responsible Party
1	Real-Time Asset Energy Amount	NEPM
2	Real-Time Distribution of Losses Amount	NEPM
3	Real-Time Financial Schedule Congestion Amount	NEPM
4	Real-Time Financial Schedule Loss Amount	NEPM
5	Real-Time Congestion Rebate on Carve-Out Grandfathered Agreements	NEPM
6	Real-Time Losses Rebate on Carved-Out Grandfathered Agreements	NEPM
7	Real-Time Market Administration Amount	NEPM
8	Real-Time Schedule 24 Distribution Amount	NEPM
9	Real-Time Schedule 24 Allocation Amount	NEPM
10	Real-Time Miscellaneous Amount	NEPM
11	Real-Time Net Inadvertent Distribution	NEPM
12	Real-Time Non-Asset Energy Amount	NEPM
13	Real-Time Revenue Neutrality Uplift Amount	NEPM
14	Real-Time Revenue Sufficiency Guarantee First Pass Distribution Amount	NEPM
15	Real-Time Revenue Sufficiency Guarantee Make Whole Payment Amount	NEPM
16	Real-Time Price Volatility Make-Whole Payment Amount	NEPM
17	Real-Time Virtual Energy Amount	NEPM
18	Real-Time Marginal Foregone Retail Rate Charge	NEPM
		NEPM

Resource Adequacy Settlement	Responsible Party
• Distribution of PRA Charge	Customer
• Zonal Deliverability Charge (ZDC) (*Only applies to the FRAP)	Customer
• Distribution of ZDC	Customer
• Capacity Deficiency Charge (Covered outside of the daily settlements)	Customer

OATT CHARGES

		Responsible Party
Schedule 1	Scheduling System Control and Dispatch Service	Customer
Schedule 2	Reactive Supply and Voltage Control/Generation Sources Service	Customer
Schedule 3	Regulating Reserve	NEPM (settled by Ancillary Service Market)
Schedule 4	Energy Imbalance Service	N/A
Schedule 5	Spinning Reserve	NEPM (settled by Ancillary Service Market)
Schedule 6	Supplemental Reserve	NEPM (settled by Ancillary Service Market)
Schedule 7	Long-Term Firm and Short-Term Point-To-Point Transmission Service	N/A
Schedule 8	Non-Firm Point to Point Transmission Service	N/A
Schedule 9	Network Integration Transmission Service	Customer
Schedule 10	ISO Cost Recovery Adder	Customer
Schedule 11	Wholesale Distribution Service	Customer (if applicable)
Schedule 12	Gross Receipts Tax Adder	N/A
Schedule 13	Super Regional Rate Adjustment Charge	Customer (suspended)
Schedule 14	Regional Through and Out	Customer (expired February 1, 2008)
Schedule 18	Sub Regional Rate Adjustment	Customer (in effect October 2003 thru September 2005)
Schedule 19	Zonal Transition Amount	Customer (in effect October 2003 thru September 2005)
Schedule 21	Interim SECA Charge Applicable To PJM entities	Customer (in effect December 2004 thru March 2006)
Schedule 22	SECA Charges To Midwest ISO Zones, Sub-Zones, and Customers	Customer (in effect December 2004 thru March 2006)
Schedule 23	Recovery of Schedule 10 and Schedule 17 Costs From Certain GFAs	N/A
Schedule 26	Network Upgrade Charge From Transmission Expansion Plan	Customer
Schedule 33	Blackstart Service	Customer
Schedule 35	HVDC Agreement Cost Recovery Fee	Customer

Exhibit C

[Left Blank Intentionally.]

Exhibit D
GUARANTY

THIS GUARANTY (this “**Guaranty**”), dated as of _____, _____ (the “**Effective Date**”), is made by NEXTERA ENERGY CAPITAL HOLDINGS, INC. (“**Guarantor**”), in favor of [INSERT COUNTERPARTY’S NAME IN ALL CAPS] (“**Counterparty**”).

RECITALS:

- A. WHEREAS, Counterparty and Guarantor’s indirect, wholly-owned subsidiary NEXTERA ENERGY POWER MARKETING, LLC (“**Obligor**”) have entered into, or concurrently herewith are entering into, that certain Electric Service Full requirements Agreement dated as of _____, 2016 (the “**Agreement**”); and
- B. WHEREAS, Guarantor will directly or indirectly benefit from the Agreement between Obligor and Counterparty;

NOW THEREFORE, in consideration of the foregoing premises and as an inducement for Counterparty’s execution, delivery and performance of the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Guarantor hereby agrees for the benefit of Counterparty as follows:

* * *

1. **GUARANTY.** Subject to the terms and provisions hereof, Guarantor hereby absolutely and irrevocably guarantees the timely payment when due of all obligations owing by Obligor to Counterparty arising pursuant to the Agreement on or after the Effective Date (the “**Obligations**”). This Guaranty shall constitute a guarantee of payment and not of collection. The liability of Guarantor under this Guaranty shall be subject to the following limitations:

- (a) Notwithstanding anything herein or in the Agreement to the contrary, the maximum aggregate obligation and liability of Guarantor under this Guaranty, and the maximum recovery from Guarantor under this Guaranty, shall in no event exceed Five million [spell out the dollar amount] U.S. Dollars (U.S. \$ 5,000.00.00) (the “**Maximum Recovery Amount**”).
- (b) The obligation and liability of Guarantor under this Guaranty is specifically limited to payments expressly required to be made under the Agreement, as well as costs of collection and enforcement of this Guaranty (including attorney’s fees) to the extent reasonably and actually incurred by the Counterparty (subject in all instances, to the limitations imposed by the Maximum Recovery Amount as specified in Section 1(a) above). In no event, however, shall Guarantor be liable for or obligated to pay any consequential, indirect, incidental, lost profit, special, exemplary, punitive, equitable or tort damages.

2. **DEMANDS AND PAYMENT.**

- (a) If Obligor fails to pay any Obligation to Counterparty when such Obligation is due and owing under the Agreement (an “**Overdue Obligation**”), Counterparty may present a written demand to Guarantor calling for Guarantor’s payment of such Overdue Obligation pursuant to this Guaranty (a “**Payment Demand**”).
- (b) Guarantor’s obligation hereunder to pay any particular Overdue Obligation(s) to Counterparty is conditioned upon Guarantor’s receipt of a Payment Demand from Counterparty satisfying the following requirements: (i) such Payment Demand must identify the specific Overdue Obligation(s) covered by such demand, the specific date(s) upon which such Overdue Obligation(s) became due and owing under the Agreement, and the specific provision(s) of the Agreement pursuant to which such Overdue Obligation(s) became due and owing; (ii) such Payment Demand must be delivered to Guarantor in accordance with Section 9 below; and (iii) the specific Overdue

Obligation(s) addressed by such Payment Demand must remain due and unpaid at the time of such delivery to Guarantor.

- (c) After issuing a Payment Demand in accordance with the requirements specified in Section 2(b) above, Counterparty shall not be required to issue any further notices or make any further demands with respect to the Overdue Obligation(s) specified in that Payment Demand, and Guarantor shall be required to make payment with respect to the Overdue Obligation(s) specified in that Payment Demand within five (5) Business Days after Guarantor receives such demand. As used herein, the term “**Business Day**” shall mean all weekdays (*i.e.*, Monday through Friday) other than any weekdays during which commercial banks or financial institutions are authorized to be closed to the public in the State of Florida or the State of New York.

3. REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants that:

- (a) it is a corporation duly organized and validly existing under the laws of the State of Florida and has the corporate power and authority to execute, deliver and carry out the terms and provisions of the Guaranty;
- (b) no authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over Guarantor is required on the part of Guarantor for the execution, delivery and performance of this Guaranty; and
- (c) this Guaranty constitutes a valid and legally binding agreement of Guarantor, enforceable against Guarantor in accordance with the terms hereof, except as the enforceability thereof may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity.

4. RESERVATION OF CERTAIN DEFENSES. Without limiting Guarantor’s own defenses and rights hereunder, Guarantor reserves to itself all rights, setoffs, counterclaims and other defenses to which Obligor is or may be entitled arising from or out of the Agreement, except for defenses (if any) based upon the bankruptcy, insolvency, dissolution or liquidation of Obligor or any lack of power or authority of Obligor to enter into and/or perform the Agreement.

5. AMENDMENT OF GUARANTY. No term or provision of this Guaranty shall be amended, modified, altered, waived or supplemented except in a writing signed by Guarantor and Counterparty.

6. WAIVERS AND CONSENTS. Subject to and in accordance with the terms and provisions of this Guaranty:

- (a) Except as required in Section 2 above, Guarantor hereby waives (i) notice of acceptance of this Guaranty; (ii) presentment and demand concerning the liabilities of Guarantor; and (iii) any right to require that any action or proceeding be brought against Obligor or any other person, or to require that Counterparty seek enforcement of any performance against Obligor or any other person, prior to any action against Guarantor under the terms hereof.
- (b) No delay by Counterparty in the exercise of (or failure by Counterparty to exercise) any rights hereunder shall operate as a waiver of such rights, a waiver of any other rights or a release of Guarantor from its obligations hereunder (with the understanding, however, that the foregoing shall not be deemed to constitute a waiver by Guarantor of any rights or defenses which Guarantor may at any time have pursuant to or in connection with any applicable statutes of limitation).
- (c) Without notice to or the consent of Guarantor, and without impairing or releasing Guarantor’s

obligations under this Guaranty, Counterparty may: (i) change the manner, place or terms for payment of all or any of the Obligations (including renewals, extensions or other alterations of the Obligations); (ii) release any person (other than Obligor or Guarantor) from liability for payment of all or any of the Obligations; or (iii) receive, substitute, surrender, exchange or release any collateral or other security for any or all of the Obligations.

7. REINSTATEMENT. Guarantor agrees that this Guaranty shall continue to be effective or shall be reinstated, as the case may be, if all or any part of any payment made hereunder is at any time avoided or rescinded or must otherwise be restored or repaid by Counterparty as a result of the bankruptcy or insolvency of Obligor, all as though such payments had not been made.

8. TERMINATION. Guarantor may terminate this Guaranty by providing a written termination notice to Counterparty specifying the date upon which such termination will take effect (*provided* that no such termination shall take effect prior to 5:00 p.m. (Eastern Prevailing Time) on the fifth (5th) Business Day after the termination notice has been delivered to Counterparty in accordance with Section 9 hereof). Upon the effectiveness of such termination, Guarantor shall have no further liability hereunder, except as may pertain pursuant to the last sentence of this paragraph. No such termination shall affect Guarantor's liability with respect to any Obligation incurred prior to the time such termination is effective, which Obligation shall remain subject to this Guaranty.

Unless terminated earlier, this Guaranty and the Guarantor's obligations hereunder shall remain in effect until, and will terminate automatically and immediately at, 11:59:59 Eastern Prevailing Time [REDACTED], 20[REDACTED]; *provided, however*, that no such termination shall affect Guarantor's liability with respect to any Obligation incurred prior to the time the termination is effective, which Obligation shall remain subject to this Guaranty.

9. NOTICE. Any Payment Demand, notice, request, instruction, correspondence or other document to be given hereunder (herein collectively called "**Notice**") by Counterparty to Guarantor, or by Guarantor to Counterparty, as applicable, shall be in writing and may be delivered either by (i) U.S. certified mail with postage prepaid and return receipt requested, or (ii) recognized nationwide courier service with delivery receipt requested, in either case to be delivered to the following address (or to such other U.S. address as may be specified via Notice provided by Guarantor or Counterparty, as applicable, to the other in accordance with the requirements of this Section 9):

<u>TO GUARANTOR:</u> *	<u>TO COUNTERPARTY:</u>
NEXTERA ENERGY CAPITAL HOLDINGS, INC. 700 Universe Blvd. Juno Beach, Florida 33408 <i>Attn:</i> Treasurer	<u>City of Centralia, Missouri</u> <u>114 S. Rollins St.</u> <u>Centralia, MO 65240</u> <i>Attn:</i> <u>City Administrator, Matt Harline</u>
<i>[Tel: (561) 694-6204 -- for use in connection with courier deliveries]</i>	<i>[Tel: (573) 682-2139 -- for use in connection with courier deliveries]</i>

* (*NOTE: Copies of any Notices to Guarantor under this Guaranty shall also be sent via facsimile to ATTN: Contracts Group, Legal, Fax No. (561) 625-7504 and ATTN: Credit Department, Fax No. (561) 625-7642. However, such facsimile transmissions shall not be deemed effective for delivery purposes under this Guaranty.*)

Any Notice given in accordance with this Section 9 will (i) if delivered during the recipient's normal

business hours on any given Business Day, be deemed received by the designated recipient on such date, and (ii) if not delivered during the recipient's normal business hours on any given Business Day, be deemed received by the designated recipient at the start of the recipient's normal business hours on the next Business Day after such delivery.

10. MISCELLANEOUS.

- (a) This Guaranty shall in all respects be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws thereunder (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).
- (b) This Guaranty shall be binding upon Guarantor and its successors and permitted assigns and inure to the benefit of and be enforceable by Counterparty and its successors and permitted assigns. Guarantor may not assign this Guaranty in part or in whole without the prior written consent of Counterparty. Counterparty may not assign its rights or benefits under this Guaranty in part or in whole without the prior written consent of Guarantor.
- (c) This Guaranty embodies the entire agreement and understanding between Guarantor and Counterparty and supersedes all prior agreements and understandings relating to the subject matter hereof.
- (d) The headings in this Guaranty are for purposes of reference only, and shall not affect the meaning hereof. Words importing the singular number hereunder shall include the plural number and vice versa, and any pronouns used herein shall be deemed to cover all genders. The term "person" as used herein means any individual, corporation, partnership, joint venture, limited liability company, association, joint-stock company, trust, unincorporated association, or government (or any agency or political subdivision thereof).
- (e) Wherever possible, any provision in this Guaranty which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any one jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
- (f) The validity, interpretation, and performance of this Guaranty shall be governed by and performed in accordance with the laws of the State of New York, and without regard to principles of conflicts of law. With respect to any suit, action or proceedings relating to this Agreement ("Proceedings"), each Party irrevocably (i) submits to the exclusive jurisdiction of the United States District Court located in St. Louis, and if such court refuses jurisdiction, then the courts of the State of Missouri sitting in St. Louis and (ii) waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over such Party.
- (g) COUNTERPARTY (BY ITS ACCEPTANCE OF THIS GUARANTY) AND GUARANTOR EACH HEREBY IRREVOCABLY, INTENTIONALLY AND VOLUNTARILY WAIVES THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS GUARANTY OR THE AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON RELATING HERETO

OR THERETO. THIS PROVISION IS A MATERIAL INDUCEMENT TO GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY.

* * *

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty on , 20 , but it is effective as of the Effective Date.

NEXTERA ENERGY CAPITAL HOLDINGS, INC.

By: _____

Name: _____

Title: _____

A BILL TO CREATE AN ORDINANCE ENTITLED:

“AN ORDINANCE ACCEPTING THE BID OF CAPITAL PAVING AND CONSTRUCTION, LLC., OF JEFFERSON CITY, MISSOURI RELATING TO INSTALLATION OF ASPHALT OVERLAYS ON SEVERAL CITY STREETS OF THE CITY OF CENTRALIA, MISSOURI AND DIRECTING THE CITY ADMINISTRATOR OF CENTRALIA, MISSOURI TO SECURE SUCH ASSURANCES AND DOCUMENTS NECESSARY AND TO SUPERVISE THE WORK DESCRIBED IN THE BID.”

WHEREAS, City Centralia Missouri received four competitive bids for installation of asphalt overlays on several city streets and Capital Paving and Construction, LLC., of Jefferson City, Missouri offered the lowest and best bid; and

WHEREAS, Capital Paving and Construction, LLC., of Jefferson City, Missouri has met or appears to be able to meet all of the terms and conditions described in the Request for Bids issued by the City of Centralia, Missouri for asphalt overlay improvement of several streets in Centralia, Missouri.

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

SECTION 1. The Board of Aldermen of the City of Centralia, Missouri hereby accept the bid of Capital Paving and Construction, LLC., of Jefferson City, Missouri, relating to installation of asphalt overlays on several city streets at a cost of Sixty seven dollars and twelve cents (\$67.12) per ton of asphalt.

SECTION 2. . The Board of Aldermen of the City of Centralia, Missouri hereby authorizes and directs the City Administrator of the City of Centralia, Missouri to secure such assurances and documents necessary and to supervise the work described in the bid accepted in Section 1. of this ordinance.

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 2nd day of May, 2016.

Mayor

ATTEST:

City Clerk

This ordinance approved by the Mayor this 2nd day of May, 2016.

Mayor

ATTEST:

City Clerk

**Bid Tabulation
Street Overlay (Summer 2016)**

Attest McHale Date: 4/26/2016
 Attest Phillips

Vendor	Contact Information	Cost/ton	Extended price (3,062 tons)	Projected start date
FRECH PAVING	TYLER RAWLINGS 573-474-7523 5517 ONEAL RD COL MO 65202	85.00	260,270	July 1
CENTRAL PAVING & CONSTRUCTION	MIKE HUFF 573-636-6229 117 COMMERCE DRIVE J.C. MO 65109	67.12	205,521	June 1
CHESTER BROSS	MIKE BROSS 573-221-5958 PO Box 430 HANNUBAL, MO 63401	69.60	213,115	July 30
CHRISTENSEN CONST.	TOM CHRISTENSEN 573-814-2808 PO Box 159 KING. CITY, MO 65262	70.75	216,636.50	July/Aug before school

UTILITY PROJECT LANDSCAPING BID FORM



NAME OF FIRM

Central Missouri Lawn Care

MAIN CONTACT

Ryan Russell

MAIN PHONE NUMBER

573-808-0368

MAIN FAX NUMBER (optional)

MAILING ADDRESS OF FIRM

2 Leabrook

Centralia

mo 65240

Street

City,

State Zip Code

EMAIL ADDRESS OF FIRM (optional)

@

Include any additional information about your staff, equipment, or operations that you feel better explains why the City should select your firm.

REFERENCES

1. (optional)

Name Phone/email

Additional information

2. (optional)

Name Phone/email

Additional information

THE FOLLOWING BID IS THE OFFICIAL SUBMISSION OF OUR FIRM AND CONTAINS NO KNOWN ERRORS OR OMISSIONS:

SIGNATURE DATE 4/28/16

RYAN RUSSELL owner

NAME PRINTED

TITLE

SPECIFICATIONS:

FOR THE WORK AS SHOWN IN THE INSTRUCTIONS TO CONTRACTORS AND SCOPE OF WORK DESCRIBED ABOVE. THE BELOW SIGNED CONTRACTOR PROPOSED THE AMOUNTS SHOWN BELOW.

BASIC WORK. RESTORATION OF UTILITY PROJECT SITES AS DESCRIBED IN RFB.

NOT TO EXCEED PRICE FOR SITES 1-11 COMBINED \$ 4490

ESTIMATED START DATE BASED ON NOTICE TO PROCEED BY MAY 2ND, 2016 May 15, 2016

PROJECTED NUMBER OF GOOD WEATHER WORK DAYS TO COMPLETE SITES 1 - 11 30

PLEASE ACKNOWLEDGE:

- INSURANCE REQUIREMENTS ARE ACCEPTABLE; YES No
- WE UNDERSTAND THE REQUIREMENTS FOR PREVAILING WAGE, E-VERIFY, EQUAL OPPORTUNITY HIRING AND APPLICABLE CITY, STATE AND FEDERAL LAWS AND REGULATIONS (IF TOTAL BID EXCEEDS \$4,000); YES NO

TIME & MATERIALS OR 50 SEE ATTACHED SHEET, CHECK HERE -> _____

HOURLY PRICE FOR LABOR (AVG.) 50

PRICE CHARGED FOR GRASS SEED IN THE BID \$ 1.80 / POUND; TYPE OF GRASS Perennial Rye/B Ingrass

PRICE CHARGED FOR GRASS SEED IN THE BID \$ _____ / POUND; TYPE OF GRASS _____

PRICE CHARGED FOR GRASS SEED IN THE BID \$ _____ / POUND; TYPE OF GRASS _____

PRICE CHARGED FOR TOP SOIL IN THE BID \$ 20 /CU. FT.

PRICE CHARGED FOR STRAW IN THE BID \$ 10 / POUND

PRICE CHARGED FOR Tiller IN THE BID \$ 45 / day

PRICE CHARGED FOR Dump Trailer IN THE BID \$ 70 / day

PRICE CHARGED FOR Skid Steer IN THE BID \$ 200 / day

Bids/PROPOSALS/QUALIFICATIONS shall be submitted by mail or in person on the bid form (Attachment A) and delivered or mailed to the City of Centralia **NO LATER** than: **2:00 P.M CDT ON THURSDAY, APRIL 28, 2016**

BIDS/PROPOSALS/QUALIFICATIONS must be sealed and labeled: "PROPOSAL - UTILITY PROJECT LANDSCAPING 2016"

All bids will be publicly opened at approximately 2:01 PM on Thursday, April 28, 2016.

Bids should be addressed to:
HEATHER RUSSELL, CITY CLERK
City of Centralia
114 S. Rollins St.
Centralia, MO 65240

RE: PROPOSAL - UTILITY PROJECT LANDSCAPING 2016

Questions regarding this REQUEST FOR BIDS/PROPOSALS/QUALIFICATIONS may be directed to:
CITY ADMINISTRATOR, MATT HARLINE, 114 S. Rollins St., Centralia, MO 65240. Phone: (573) 682-2139
Email: cityadmin@centraliamo.org

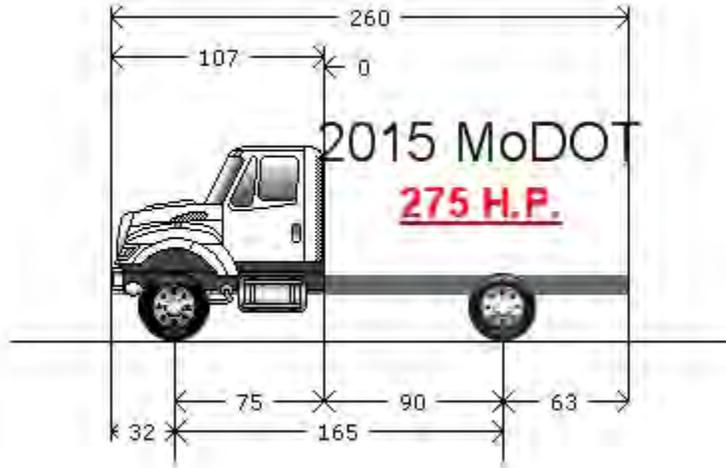
Prepared For:

City of Centralia
 Phil Hoffman
 114 S Rollins St.
 Centralia, MO 65240-1367
 (573)682 - 2137
 Reference ID: JDS-3750-01

Presented By:

INT'L TRK & ENGINE CORP
 Joe D Sontag
 900 S HIGHWAY DR STE 103
 FENTON MO 63026 -
 (636)343-6800

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2017 7400 SFA 4X2 (SA525)

APPLICATION:

Front Plow with spreader

MISSION:

Requested GVWR: 35000. Calc. GVWR: 36220
 Calc. Start / Grade Ability: 28.20% / 2.64% @ 55 MPH
 Calc. Geared Speed: 76.9 MPH

DIMENSION:

Wheelbase: 165.00, CA: 90.00, Axle to Frame: 63.00

ENGINE, DIESEL:

{Navistar N9} EPA 2010, SCR, 275 HP @ 2000 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 275 Peak HP (MAX)

TRANSMISSION, AUTOMATIC:

{Allison 3000_RDS_P} 5th Generation Controls; Close Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.

CLUTCH:

Omit Item (Clutch & Control)

AXLE, FRONT NON-DRIVING:

{Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity

AXLE, REAR, SINGLE:

{Dana Spicer S23-170} Single Reduction, 23,000-lb Capacity, R Wheel Ends Gear Ratio: 5.38

CAB:

Conventional

TIRE, FRONT:

(2) 11R22.5 HSC1 (CONTINENTAL) 496 rev/mile, load range H, 16 ply

TIRE, REAR:

(4) 11R22.5 HDR2 (CONTINENTAL) 491 rev/mile, load range H, 16 ply

SUSPENSION, RR, SPRING, SINGLE:

Vari-Rate; 23,500-lb Capacity

PAINT:

Cab schematic 100GM
 Location 1: 9219, Winter White (Std)
 Chassis schematic N/A

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
SA52500	Base Chassis, Model 7400 SFA 4X2 with 165.00 Wheelbase, 90.00 CA, and 63.00 Axle to Frame.	\$91,634.00
1570	TOW HOOK, FRONT (2) Frame Mounted	\$73.00
1572	TOW HOOK, REAR (2)	\$75.00
1CAJ	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.433" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL	\$665.00
1LLK	BUMPER, FRONT Omit Item	(\$30.00)
1WDS	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille	\$590.00
1WEV	WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm)	\$0.00
2ARV	AXLE, FRONT NON-DRIVING {Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity	\$207.00
	<u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.	
3770	SPRINGS, FRONT AUXILIARY Rubber	\$104.00
3ADE	SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 16,000-lb Capacity; With Shock Absorbers	\$578.00
	<u>Includes</u> : SPRING PINS Rubber Bushings, Maintenance-Free	
	<u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.	
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	\$0.00
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE Bendix On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic : SLACK ADJUSTERS, REAR Automatic : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4	
	<u>Notes</u> : Rear Axle is Limited to 23,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Standard Rear Air Cam Brakes Regardless of Axle/Suspension Ordered.	
4193	BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 Sqr In Long Stroke Brake Chambers	\$265.00
	<u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.	
4732	DRAIN VALVE {Berg} Manual; With Pull Chain, for Air Tank	\$0.00
	<u>Includes</u> : DRAIN VALVE Mounted in Wet Tank	

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)	\$0.00
4EBT	AIR DRYER {Bendix AD-IP} With Heater	\$526.00
	<u>Includes</u> : AIR DRYER LOCATION Inside Left Rail, Back of Cab	
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake	\$0.00
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 Sqli	\$0.00
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake	\$0.00
	<u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.	
4SBC	AIR COMPRESSOR {Bendix Tu-Flo 550} 13.2 CFM Capacity	\$0.00
4VGN	AIR TANK Painted Aluminum, With Straight Thread O-Ring Ports	\$432.00
5708	STEERING COLUMN Tilting	\$125.00
5CAL	STEERING WHEEL 2-Spoke, 18" Diam., Black	\$0.00
5PSA	STEERING GEAR {Sheppard M-100} Power	\$0.00
7BEP	EXHAUST SYSTEM Switchback Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; Includes Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab	\$2,051.00
7WBS	MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel	\$133.00
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	\$0.00
	<u>Includes</u> : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : FUSES, ELECTRICAL SAE Blade-Type : HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : HEADLIGHTS (2) Sealed Beam, Round, with Chrome Plated Bezels : JUMP START STUD Located on Positive Terminal of Outermost Battery : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : RUNNING LIGHT (2) Daytime, Included With Headlights : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered	
8518	CIGAR LIGHTER Includes Ash Cup	\$18.00
8541	HORN, ELECTRIC (2) Disc Style	\$29.00
8GXE	ALTERNATOR {Leece-Neville AVI160P2012} Brush Type; 12 Volt 190 Amp. Capacity, Pad Mount, With Remote Sense	\$368.00

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
8HAH	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package With Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket	\$363.00
8MKL	BATTERY SYSTEM {International} Maintenance-Free, (3) 12-Volt 1950CCA Total	\$103.00
8RGA	2-WAY RADIO Wiring Effects; Wiring With 20 Amp Fuse Protection, Includes Ignition Wire With 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab	\$68.00
8RMD	RADIO AM/FM/WB/Clock/3MM Auxiliary Input, with Multiple Speakers	\$368.00
8THB	BACK-UP ALARM Electric, 102 dBA	\$120.00
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications	\$158.00
8VUJ	BATTERY BOX Steel With Plastic Cover, 18" Wide, 2, 3, or 4 Battery Capacity, Mounted Right Side Back of Cab	\$101.00
8VZK	TURN SIGNALS, FRONT {Sound Off} Dual Face, LED, Amber/Red, Mounted on Top of Fender, Used With Standard Flush Mounted Front Turn Signal, Side Marker Lamps, Parking Lights and Reflectors	\$187.00
8WCL	HORN, AIR Black, Single Trumpet, Air Solenoid Operated	\$94.00
8WGD	SOLENOID, AIR for Customer Use; Provides (4) Normally Closed Pilot Air Source, Approx. 4 CFM, Includes Latched Switch in Cab; Air Available Only With Key in "Ignition" or "Accessory" Position; Air Will Exhaust with Key in "Off" Position	\$259.00
	<u>Notes</u> : To Be Used as a Pilot Air and NOT as an Air Supply.	
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time	\$26.00
8WMA	SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light	\$42.00
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	\$0.00
8WPP	ENGINE SHUTDOWN Automatic; With 30 Second Delay, With International Engines	\$147.00
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	\$42.00
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on	\$22.00
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection	\$0.00
8WTP	COURTESY LIGHT (2) Mounted In Front Map Pocket Left and Right Side	\$48.00
	<u>Notes</u> : Feature included with CAB INTERIOR TRIM, Premium	
8WWJ	INDICATOR, LOW COOLANT LEVEL With Audible Alarm	\$0.00
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, With Ignition "OFF" and any Door Opened	\$42.00
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses	\$99.00

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
9HAN	INSULATION, UNDER HOOD for Sound Abatement	\$167.00
9HBM	GRILLE Stationary, Chrome	\$0.00
9HBN	INSULATION, SPLASH PANELS for Sound Abatement	\$76.00
9WAC	BUG SCREEN Front End; Mounted Behind Grille	\$131.00
9WBC	FRONT END Tilting, Fiberglass, With Three Piece Construction; for 2007 & 2010 Emissions	\$0.00
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	\$0.00
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "GM"	
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	\$0.00
10UAD	VEHICLE REGISTRATION IDENTITY ID for 49 States, Excluding California	\$0.00
10WJH	PROMOTIONAL PACKAGE Government and Municipal Silver Package; Two Year Limited Subscription of On-Command Service Information (Formerly Fleet ISIS), and On-Command Parts Information (Formerly Fleet Parts Catalog), Requires Specific Feature Combinations	\$0.00
11001	CLUTCH Omit Item (Clutch & Control)	\$0.00
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	\$0.00
12851	PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted	\$353.00
12959	BLOCK HEATER, ENGINE {Phillips} 120 Volt/1250 Watt	\$92.00
	<u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door	
12NWK	ENGINE, DIESEL {Navistar N9} EPA 2010, SCR, 275 HP @ 2000 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 275 Peak HP (MAX)	\$0.00
	<u>Includes</u> : AIR COMPRESSOR AIR SUPPLY LINE Naturally-Aspirated (Air Brake Chassis Only) : COLD STARTING EQUIPMENT Intake Manifold Electric Grid Heater with Engine ECM Control : CRUISE CONTROL Electronic; Controls Integral to Steering Wheel : ENGINE OIL DRAIN PLUG Magnetic : ENGINE SHUTDOWN Electric, Key Operated : FUEL FILTER Included with Fuel/Water Separator : FUEL/WATER SEPARATOR Fuel/Water Separator and Fuel Filter in a Single Assembly; With Water-in-Fuel Sensor; Engine Mounted : GOVERNOR Electronic : OIL FILTER, ENGINE Spin-On Type : WET TYPE CYLINDER SLEEVES	
12THZ	FAN DRIVE {Horton Drivemaster Polar Extreme} Direct Drive Type, Two Speed, With Residual Torque Device for Disengaged Fan Speed	\$0.00
	<u>Includes</u> : FAN Nylon	
12UCV	RADIATOR Aluminum, Cross Flow, Series System; 1228 SqIn Core and 648 SqIn Charge Air Cooler	\$0.00
12UPA	FEDERAL EMISSIONS {Navistar N9 & N10} EPA, OBD and GHG Certified for Calendar Year 2016	\$350.00

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
12VBB	AIR CLEANER Dual Element <u>Includes</u> : GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted	\$59.00
12VXV	THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Mobile, Variable Speed; (Range 2 to 20 MPH) Mounted on Steering Wheel	\$0.00
12VYL	ACCESSORY WIRING, SPECIAL for Road Speed Wire Coiled Under Instrument Panel for Customer Use	\$45.00
12VYP	ENGINE CONTROL, REMOTE MOUNTED - No Provision Furnished for Remote Mounted Engine Control	\$0.00
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply With California Clean Air Idle Regulations	\$0.00
13AVR	TRANSMISSION, AUTOMATIC {Allison 3000_RDS_P} 5th Generation Controls; Close Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.	\$6,917.00
13WAW	OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type	\$667.00
13WBL	TRANSMISSION SHIFT CONTROL {Allison} Push-Button Type; for Allison 3000 & 4000 Series Transmission	\$0.00
13WDZ	SHIFT CONTROL PARAMETERS Allison S-1 Performance Programming in Primary and Allison Fixed Programming in Secondary	\$33.00
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints	\$203.00
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction	\$0.00
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab	\$141.00
14AHB	AXLE, REAR, SINGLE {Dana Spicer S23-170} Single Reduction, 23,000-lb Capacity, R Wheel Ends . Gear Ratio: 5.38 <u>Includes</u> : REAR AXLE DRAIN PLUG (1) Magnetic, For Single Rear Axle <u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires. : When Specifying Axle Ratio, Check Performance Guidelines and TCAPE for Startability and Performance	\$912.00
14SAN	SUSPENSION, RR, SPRING, SINGLE Vari-Rate; 23,500-lb Capacity <u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.	\$87.00
14SZB	SPRINGS, REAR AUXILIARY Multileaf; 4,500-lb Capacity	\$120.00
15LKG	FUEL/WATER SEPARATOR with Thermostatic Fuel Temperature Controlled Electric Heater, and Filter Restriction/Change Indicator, Includes Standard Equipment Water-in-Fuel Sensor	\$123.00
15SGJ	FUEL TANK Top Draw; D-Style, Non-Polished Aluminum, 16" Tank Depth, 50 U.S. Gal., 189 L Capacity, with Quick Connect Outlet, Mounted Left Side, Under Cab	\$0.00

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
15WDG	DEF TANK 7 U.S. Gal. 26.5L Capacity, Frame Mounted Outside Left Rail, Under Cab	\$0.00
16030	CAB Conventional	\$0.00
	<u>Includes</u> : ARM REST (2) Molded Plastic; One Each Door : COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window : CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel : DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Console, Center Mounted : GLASS, ALL WINDOWS Tinted : GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side : GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side : INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color : STEP (4) Two Steps Per Door	
16HBA	GAUGE CLUSTER English With English Electronic Speedometer	\$0.00
	<u>Includes</u> : GAUGE CLUSTER (6) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter, Washer Fluid Level : ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout : WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible)	
16HGH	GAUGE, OIL TEMP, AUTO TRANS , for Allison Transmission	\$48.00
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	\$0.00
16HLJ	GAUGE, DEF FLUID LEVEL	\$0.00
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back With Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, With 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust	\$116.00
	<u>Includes</u> : SEAT BELT 3-Point, Lap and Shoulder Belt Type	
16SDE	MIRROR, CONVEX, LOOK DOWN {Lang Mekra} Right Side; 6" x 10 1/4"	\$49.00
16SMN	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl	\$288.00
16SND	MIRRORS (2) {Lang Mekra} Rectangular, Power Both Sides, Thermostatically Controlled Heated Heads, Black Heads, Brackets and Arms, Breakaway Type, 7.55" x 14.1" Integral Convex Both Sides, 102" Inside Spacing	\$267.00
16VCC	SEAT BELT All Orange; 1 to 3	\$26.00
16WBY	ARM REST, RIGHT, DRIVER SEAT	\$39.00
16WCT	AIR CONDITIONER {Blend-Air} With Integral Heater & Defroster	\$823.00
	<u>Includes</u> : HEATER HOSES Premium : HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps : REFRIGERANT Hydrofluorocarbon HFC-134A	
16WJS	INSTRUMENT PANEL Center Section, Flat Panel	\$0.00
16WKY	HVAC FRESH AIR FILTER	\$0.00
16WLE	STORAGE POCKET, DOOR Molded Plastic, Full Width; Mounted on Passenger Door	\$25.00

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	\$76.00
16WRX	CAB INTERIOR TRIM Deluxe <u>Includes</u> : "A" PILLAR COVER Molded Plastic : CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two-Man Passenger Seat or with a Full Bench Seat the Back Panel is Completely Void of Covering : CONSOLE, OVERHEAD Molded Plastic; With Dual Storage Pockets with Retainer Nets and CB Radio Pocket : DOOR TRIM PANELS Molded Plastic; Driver and Passenger Doors : FLOOR COVERING Rubber, Black : HEADLINER Soft Padded Cloth : INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section : STORAGE POCKET, DOOR (1) Molded Plastic, Full-Length; Driver Door : SUN VISOR (2) Padded Vinyl with Driver Side Toll Ticket Strap, Integral to Console	\$0.00
16WSK	CAB REAR SUSPENSION Air Bag Type	\$0.00
27DPX	WHEELS, FRONT DISC; 22.5"x8.25" Rims, Painted Steel, 2-Hand Hole 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs <u>Includes</u> : PAINT IDENTITY, FRONT WHEELS White <u>Notes</u> : Compatible Tire Sizes: 11R22.5, 12R22.5, 255/70R22.5, 255/80R22.5, 265/75R22.5, 275/70R22.5, 275/80R22.5, 295/75R22.5, 295/80R22,5	\$192.00
28DRN	WHEELS, REAR {Accuride} DUAL DISC; 22.5"x8.25" Rims, Painted Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs <u>Includes</u> : PAINT IDENTITY, REAR WHEELS White <u>Notes</u> : Compatible Tire Sizes: 11R22.5, 12R22.5, 255/70R22.5, 255/80R22.5, 265/75R22.5, 275/70R22.5, 275/80R22.5, 295/75R22.5, 295/80R22,5	\$311.00
29PAR	PAINT IDENTITY, FRONT WHEELS Disc Front Wheels; With Vendor Applied White Powder Coat Paint	\$24.00
29PAS	PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; With Vendor Applied White Powder Coat Paint	\$48.00
29WAP	WHEEL GUARDS, FRONT {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts Mounted Between Hub and Wheel	\$24.00
29WAR	WHEEL GUARDS, REAR {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts, Mounted Between Hub & Wheel and Between Dual Wheels	\$24.00
60AAG	BDY INTG, REMOTE POWER MODULE Mounted Inside Cab behind Driver Seat; Up to 6 Outputs & 6 Inputs, Max. 20 amp. per Channel, Max. 80 amp Total (Includes 1 Switch Pack With Latched Switches)	\$575.00
60ACU	BDY INTG, SWITCH MOMNTRY 3POS (3) Rocker, Backlit, with "ON" Indicator Mounted on Dash, Latching Software, for 3; Auxiliary Load 20 amp. Maximum; Power Available Only in "Ignition" or "Accessory" Position, Output Also Controlled by a Customer Remote Mounted Switch (requires 3 Remote Power Module inputs & 3 outputs)	\$0.00

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
7382135419	(2) TIRE, FRONT 11R22.5 HSC1 (CONTINENTAL) 496 rev/mile, load range H, 16 ply	\$138.00
7382135423	(4) TIRE, REAR 11R22.5 HDR2 (CONTINENTAL) 491 rev/mile, load range H, 16 ply	\$208.00
Total of Product Features		\$113,909.00
Cab schematic 100GM		
Location 1: 9219, Winter White (Std)		
Chassis schematic N/A		
Services Section:		
40115	WARRANTY Standard for WorkStar 7300/7400 (4x2, 4x4, 6x4, 6x6), Effective with Vehicles Built January 2, 2015 or Later, CTS-2002U	\$0.00
40KMA	SERVICES, TOWING {Navistar} Service Call to 24-Month/Unlimited Mileage to the Nearest Navistar Dealer for Navistar Warrantable Failure as Contract Defined; Includes Engine Failure if Supplier Declines Tow Coverage & ESC Supplied thru Navistar; \$550 (USA) Maximum Benefit per Incident	\$800.00
40LCA	SRV CONTRACT, EXT ENGINE {Navistar} To 60-Month/100,000 Miles (160,000 km), 3,600 Hours; Includes Engine, Engine Electronics and Injectors; for MaxxFace 9 and Navistar N9 Engines	\$4,200.00
40NCE	SRV CONTRACT, EXT HTR/AC SYS {Navistar Prepackaged Components} To 24-Month/50,000 Miles (80,000 km)	\$120.00
40PEE	SRV CONTRACT, EXT VEH COVERAGE {Navistar} To 24-Month/50,000 Miles (80,000 km), Excludes Extended Warranty for Engine and Transmission	\$980.00
Total of Service Features		\$6,100.00
Total List Price Including Options:		\$120,009.00
1	Viking-Cives Quote Number 162513	\$45,130.00
Total Body Allied:		\$45,130.00

(US DOLLAR)

Description

Price

Net Sales Price:		\$117,942.00
Memo Item(s):		
Total Federal Excise Tax	\$0.00	
Total Taxes:	\$0.00	

Note: Memo item(s) shown here are included in the above Net Sales Price.

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.



22956 Hwy 61
 PO Box 295
 Morley, MO 63767
 Phone: 573-262-3545
 Fax: 573-262-3369

Quote

Quote #	Date
162513	03/03/16

Customer		
INTERNATIONAL TRUCK & ENGINE - NAVISTAR		
900 S. HWY DRIVE		
SUITE 103		
FENTON	MO	63026

Ship To		
INTERNATIONAL TRUCK & ENGINE		
900 SOUTH HWY DRIVE		
SUITE 103		
FENTON	MO	63026

Customer PO	Terms	Sales Rep	Lead Time	Ship Via	FOB	VIN
	Net 30	DARYL	03/03/16	VCM	OAK GROVE	

Item	Description	Ordered	UOM	Price Per	Total Price
MO14BPKG-IHSA	<p>MoDOT Extra Heavy Duty Truck package for 35,000 GVW Truck</p> <p>Truck provided back up alarm, 7 pole ABS light plug, and air lines to the rear, Diamond logic with chassis provide RPM</p> <p>Viking-Cives 10' Western Style dump body without cross members. All equipment installed and fully operational with all parts to make a complete Extra Heavy Duty Truck</p>	1.00	EA	45,140.00	45,140.00
ACCOUNT:5104-02 Direct Purchase	<p>In lieu of Mo-Dot package: City of Centralia Viking HT102634 26" 3/16" Corten sides 34" 3/16" AR450 tailgate 3/16" AR450 floor Two way air tailgate 24" Cab shield Bolt on asphalt lip 10' Body is all Corten construction. (2) pull out ladders (Mounted in front of tires) with grab handles. Tarp hooks All body lights are LED. Mo-Dot style drop bar front plow hitch. Hood mounted plow light system. Pintle plate with PH20 hook and 7 pole abs plug. Aero electric arm tarp. Certified Power central hydraulic system with Freedom 2.0 spreader control. Side mount valve enclosure/tank. Cable operated hoist and plow functions. Crankshaft driven front mount load sense pump. Spreader connections to RH (passenger) side VCM emergency warning light system. Winches for spreader installation. Drivers side shovel holder (stainless) Painted white to match cab.</p>	1.00	EA	-8,700.00	-8,700.00



22956 Hwy 61
 PO Box 295
 Morley, MO 63767
 Phone: 573-262-3545
 Fax: 573-262-3369

Quote

Quote #	Date
162513	03/03/16

Customer			
INTERNATIONAL TRUCK & ENGINE - NAVISTAR			
900 S. HWY DRIVE			
SUITE 103			
FENTON	MO	63026	

Ship To			
INTERNATIONAL TRUCK & ENGINE			
900 SOUTH HWY DRIVE			
SUITE 103			
FENTON	MO	63026	

Customer PO	Terms	Sales Rep	Lead Time	Ship Via	FOB	VIN
	Net 30	DARYL	03/03/16	VCM	OAK GROVE	

Item	Description	Ordered	UOM	Price Per	Total Price
MO14OPT176	Viking or Henke 36R11 w/ MoDOT swivel Carbide cutting edges with cover blade.	1.00	EA	7,400.00	7,400.00
ACCOUNT:5104-02 Direct Purchase	Spreader installation including tailgate lockbar, winches and hose kit.	1.00	EA	1,090.00	1,090.00

Prepared By: dhay@vikingcivesmidwest.com
 Memo:

Sub-Total	44,930.00
Shipping	200.000
Discount	0.00
Taxes	0.00
Total	45,130.00

Customer must fill out the information below before the order can be processed.

Accepted by: _____ Date: _____ P.O.#: _____

*Quoted price does not include any applicable taxes.
 *Terms are Due Upon Receipt unless prior credit
 *Terms for established accounts. NET 30 days
 *Please note if chassis is furnished. it is as a convenience and terms are Net Due on Receipt of Chassis



April 19, 2016

To: Mike Forsee
Water/Sewer Foreman
City of Centralia
114 S. Rollins
Centralia, MO 65240

ACES# AAJA-RKA2H1

Re: Centralia, MO, Spring 2016 Sanitary Sewer CIPP Project

Insituform Technologies USA, LLC. (Contractor) will provide services to complete the following Insituform® work on the above referenced project:

Centralia MO
2016 CIPP

Bid Item per Docs	Description	Unit of	Per Bid		
		Measure	Quantity	Bid Price	Total
1	Mobilization (CCTV Crew)	EA	1	\$ 3,250.00	\$ 3,250.00
2	Mobilization (CIPP Crew)	EA	1	\$ 7,250.00	\$ 7,250.00
3	CIPP 6"	LF	350	\$ 27.00	\$ 9,450.00
4	CIPP 8"	LF	1,212	\$ 27.00	\$ 32,724.00
					\$ 52,674.00

Scope of work:

INCLUDED:

- ✓ Installation of Insituform® CIPP
- ✓ Standard light cleaning of loose debris and televising
- ✓ Certificate of insurance with a standard coverage
- ✓ Bypass
- ✓ Dry weather work only.
- ✓ Post TV
- ✓ All pricing assumes 100% of above scope. If scope changes, pricing will need to be reevaluated
- ✓ Price assumes ability to complete this work on the same mobilization as the completion of the Hubbell plant work. If a separate mobilization is required, an additional charge will be needed to the Hubbell plant work.

EXCLUDED:

- ◆ Sales or use tax – client to provide tax exempt certificate or will pay tax directly to entity
- ◆ Permits
- ◆ Retainage
- ◆ Bonds (can be provided at 2.5%)
- ◆ Repairs to the sewer due to collapsed pipe sections, protruding taps, lodged equipment, etc.
- ◆ Special Insurance such as Railroad, OCP, Builders Risk...
- ◆ Site clearing or access points for easements
- ◆ Traffic control beyond standard cones and early warning signs.
- ◆ Special Insurance such as Railroad, OCP, Builders Risk...
- ◆ Weekend/Holiday Work.

OWNER TO PROVIDE:

- ◆ Access to manholes and pits including clearing and ground leveling/stabilization if needed for equipment
- ◆ Traffic control plan, permits, devices if needed (other than standard cones)
- ◆ Suitable water supply (typically fire hydrant) for cleaning and CIPP
- ◆ Provide dump site, haul permits, and associated items for sewer debris disposal. Any toxic waste handling is to be done by others.
- ◆ Owner (and their agents) recognize that there will be fumes produced from the resins and have said this will not be a problem for the plant.
- ◆ Permits as needed

General Conditions:

1. We reserve the right to negotiate our prices, should the CIPP quantities differ more than 10% from those stated in this proposal.
2. Laterals, if encountered, that can be positively identified (with the camera) as plugged, will not be reinstated. All other laterals will be opened unless otherwise directed in writing by the owner.
3. To the extent permitted by law and in accordance with the terms of this contract, Contractor shall indemnify and hold harmless the Owner, Architect/Engineer, and agents and employees of any of them from and against claims, damages, losses, and expenses including but not limited to attorneys' fees, arising out of or resulting from the work performed by Contractor, save and except any economic losses not related to bodily injury, sickness, disease or death, provided that such claim, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property excluding economic loss or use thereof (other than the work itself), but only to the extent caused in whole or in part by negligent acts or omissions of Contractor, anyone directly or indirectly employed by it or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this paragraph by an employee of Contractor, anyone directly or indirectly employed by it or anyone for whose acts Contractor may be liable, the indemnification obligation under this paragraph shall be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or its subcontractors under workers' compensation acts, disability benefit acts or other employee benefit acts.

The obligations of Contractor under this paragraph shall not extend to the liability of the Owner, Architect/Engineer, Architect/Engineer's consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Owner, Architect/Engineer, Architect/Engineer's consultants, and agents and employees of any of them.

4. **LIMITED WARRANTY. IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY CONTRACTOR WHICH ARE BROUGHT TO THE ATTENTION OF CONTRACTOR WITHIN ONE YEAR FOLLOWING COMPLETION OF CONTRACTOR'S WORK, PROVIDED OWNER AFFORDS CONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.**
5. **MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES. Neither party shall be liable to the other for consequential damages relating to or arising out of the Contract.**

6. Any restrictions in our normal weekday work hours required by local, state, and/or federal authorities (due to noise restrictions or other reasons not known at the time of this proposal) will be an extra charge.
7. All labor, equipment, material, supervision, and mobilization necessary to complete the Insituform® process per the above conditions, and Insituform® specifications, are included.
8. **PAYMENT TERMS:** Payment is due in full, without exception or retention, within 35 days of date of invoice.
9. This proposal supersedes and nullifies all previous estimates and proposals under the same number, and is good for 60 days.

Thank you,

INSITUFORM TECHNOLOGIES USA, LLC.

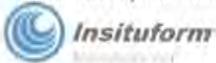
Offered By:

Accepted By:

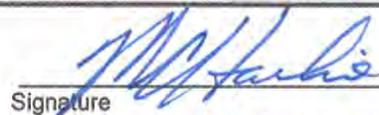
Insituform Technologies USA, LLC.



Greg Patton
Business Development Manager



580 Goddard Avenue
Chesterfield, MO 63005
mobile (314) 409-5069
fax (636) 898-5094
www.insituform.com



Signature

Matt Harline, City Admin Date 4/20/2016

Name/Title

City of Centralia

Organization

Accepted by: Insituform Technologies USA, LLC.

Date: _____

Is this Project Tax Exempt? _____ If Yes, please provide Tax Exemption Form and, where applicable, Project Exemption Form.

Does this Project require Certified Payroll? _____ Are there wage rates? _____. If yes, please provide a copy of the wage rates.

This accepted proposal constitutes a formal agreement. If you initiate a purchase order or other contract document it shall not be acknowledged without this accepted proposal as an attachment.

**ACTIVITY REPORT
WATER DEPARTMENT
APRIL 2016**

- Made four water taps on Ivy Lane for Darren Adams
- Made water tap at 914 Kelli Ct. for Jon Smith
- Made 2" water tap at City Pool for new building
- Made tap at 1005 Hampton for Nick Bryson
- Made 1" tap an bored under Fairgrounds Road for Corner Stone Baptist Church
- Repaired water leak and replaced meter setter at 617 Head hit by plumber
- Installed sleeves in Jason Court for future service runs
- Removed service at 521 Adams street
- Received new aerator at Water Plant
- Inspected sewer repair at 302 S. Collier
- Used vac trailer to remove service on N. Hickman for Bedsworth
- Checked for leak at 420 W. Barnes – residents
- Checked water pressure complaint at 601 Head – ok
- Checked for leak at 109 Brick – ok
- Met with resident at 316 S. Rollins on suck hole and showed on camera that it was theirs to repair
- Called to check running water complaint at Ivy / Lakeview – ok
- Assisted Ozark Applicators with tower inspections
- Monthly Bac – T samples collected and sent in to DNR
- Call in to shut off water at 902 Southland
- Call in to shut off water at DC's to repair water leak
- WET test collected and sent in for yearly check at lagoons
- Checked leak at 622 N. Allen – ok
- Called to shut off water to Home Bank
- Assisted locating Home Bank sewer and inspecting repairs
- Inspected sewer main installation at Lois Drive
- Disconnected service at 329 N. Rollins for demolition
- Pulled pumps at Fountain Road lift station twice
- Called to check 410 N. Jenkins
- Worked on leaking valve at Alco / Allen



GONZALEZ COMPANIES, LLC
CONSTRUCTION MANGEMENT - ENGINEERING
1750 Brentwood Boulevard, Suite 700
St. Louis, Missouri 63144
314-961-1888 Fax: 314-961-1814
www.gonzalezcos.com

**TASK ORDER NO. 2 - TO THE AGREEMENT FOR PROFESSIONAL SERVICES
FOR WATER TREATMENT PLANT MODIFICATIONS**

TO CITY OF CENTRALIA
Attn: Mr. Matt Harline, City Administrator
114 South Rollins
Centralia, MO 65240

DATE: March 14, 2016

PROJECT: WATER TREATMENT PLANT MODIFICATIONS
AIR SCOUR PILOT FOR SAND FILTER
GSA No. 15-250

SECTION 1 SCOPE OF PROFESSIONAL SERVICES

This task order is for engineering services performed by GONZALEZ COMPANIES L.L.C. (ENGINEER) for the CITY OF CENTRALIA MO (CITY) related to the Roberts Filter air scour equipment installation and pilot testing to determine the effectiveness of the equipment on the existing sand filters. The engineering services are coordination with the City and the equipment manufacturer, witnessing of the testing performance and requests for preliminary equipment cost data for installing the air scour equipment and for rebuilding the filters with fixed filter blocks with air scour incorporated.

A. PROJECT DOCUMENTS

ENGINEER will receive the manufacturer's quotes and make recommendations for action by the City.

SECTION 2 TIME FOR PERFORMANCE

The CITY and ENGINEER will define a mutually agreeable time of performance for this task order.

SECTION 3 COMPENSATION

The ENGINEER agrees to perform the requested services within SECTION 1 SCOPE OF PROFESSIONAL SERVICES for a Lump Sum Basis with a maximum fee of **Three thousand dollars (\$ 3,000.00 USD)**. CLIENT will be billed based on a composite of percent complete with SECTION 2 SCOPE OF SERVICE. All other provisions of the General Services Agreement dated October 5, 2015 shall apply. The ENGINEER may submit invoices as frequently as monthly.

KL 3/14/16

The ENGINEER will use the address listed below for all contracts, invoicing and payment(s) from the CITY.

Gonzalez Companies, LLC

Attn: Accounting

1750 South Brentwood Boulevard, Suite 700

St. Louis, MO 63144-1339

SECTION 4 ACCEPTANCE

The parties hereto agree as set forth in this document and the General Services Agreement dated October 6, 2015 inclusive. This proposal is valid for thirty (30) calendar days. If this TASK ORDER NO. 2 meets your approval, please sign where noted below and return one (1) copy to our offices. Unless instructed otherwise, we will treat the date of the receipt of the signed TASK ORDER NO. 2 as the notice to proceed,

This TASK ORDER NO. 2 executed this _____ day of _____, 2016.

GONZALEZ COMPANIES. L.L.C.

CITY OF CENTRALIA



Carlos Huddleston
Managing Principal

Tim Grenke
Mayor

KLJ/14/16

STREET and SANITATION DEPARTMENT
Activity Report for April 2016

1. Daily trash collection
2. Weekly cardboard and bi-weekly curbside recycling
3. Took out loaner dumpsters several times this month
4. Swept streets
5. Spent several days cleaning out storm sewer inlets with the street sweeper
6. Assembled and delivered 4 trash carts to city residents
7. Dug out and set 20ft of 10in metal culvert for driveway off of n. Hickman for Dale Bedsworth
8. Smoothed up rock at the end of Southland
9. Hauled 19 dump truck loads of mulch to City Park
10. Did 53 locates this month
11. Dug out and set 40ft of 24in plastic pipe for driveway on w. Singleton for Mr. Greenwood, and hauled in 6 loads of rock and 3 loads of dirt to cover it up
12. Hauled 11 loads of fill dirt from pile at landfill to several different properties outside of town
13. Spent a couple days on the dozer and got the brush pit smoothed up after being ground up, and hauled in 15 loads of fill dirt and to level up part of it
14. Put up new Barr st. sign at Hwy 22 that had been run over
15. Reset stop sign and put up new street name sign at Pratt/Southgate
16. Went and got a load of cold mix and spent several days patching potholes
17. Spent several days hauling brush and leaves from drop off site to the landfill
18. Replaced faded stop sign at Central/Locust
19. Had the city wide spring cleanup and got rid of a little over 49 tons of trash (up from previous 2 years)
20. Spent several days working on drainage around town
21. Added rock and smoothed up several shoulders
22. Spent a several days piling and stirring the compost pile at the landfill with the dozer
23. Bladed s. Columbia, Randolph, Ivy, Campbell, Park road, bicentennial parking lot, landfill roads, several alleys
24. Repaired both cart tippers on trash truck #89
25. Moved some dirt at the bicentennial park around ball field
26. Hauled off 4 loads of plastic to City of Columbia recycling facility
27. Interviewed 3 candidates for summer job and hired one of them
28. Loaded several trucks and trailers with mulch
29. Attended bid opening for sidewalk project on s. Jefferson
30. Met with 5 Oaks on n. Allen about installing culvert
31. Hauled off 3 loads of recycling to City of Columbia recycling facility
32. Unloaded truck of pipe for storm sewer project on Ivy Lane
33. Took trash truck #89 to ITP for hydraulics not working, and had to have new pump installed
34. Got a truck load of blocks from Central Concrete and made an enclosure north of the dog pound for appliances and scrap, and pulled and relocated all of the appliance area signs at the landfill
35. Hauled 2 loads of mulch to the bicentennial park
36. Washed the loader and backhoe and took them out to Head start for career day

37. Helped the water dept. unload the new aerator
38. Installed a new cutting edge on the grader
39. Loaded dumpster from Central Metals in Mexico with appliances and scrap metal
40. Sign maintenance
41. Attended bid opening for street paving
42. Replaced leaking hydraulic hose on trash truck #13
43. Spent up couple days cleaning up area by mixing table at the landfill
44. Attended meeting on GIS at city hall
45. Started mowing street ditches

DAYNE'S WASTE DISPOSAL, INC

P O BOX 248
 MEXICO, MO 65265
 Phone: (573) 492-6195

Invoice

Date	Invoice #
4/21/2016	335331

Bill To
City of Centralia 114 S. Rollins Centralia, MO 65240

P.O. No.	Due Date
	5/15/2016

Description	Qty	Rate	Amount
Spring Cleanup			
Delivery Fee 4-30yd's - 4/4/16	4	80.00	320.00
Delivery Fee 2-30yd's - 4/4/16	2	80.00	160.00
Pull Charge 30yd - 4/7/16	1	160.00	160.00
Tonnage Rate Per Ton	4.91	42.00	206.22
Pull Charge 30yd - 4/10/16	1	160.00	160.00
Tonnage Rate Per Ton	1.99	42.00	83.58
Pull Charge 30yd - 4/10/16	1	160.00	160.00
Tonnage Rate Per Ton	1.35	42.00	56.70
Pull Charge 30yd - 4/10/16	1	160.00	160.00
Tonnage Rate Per Ton	1.44	42.00	60.48
Pull Charge 30yd - 4/10/16	1	160.00	160.00
Tonnage Rate Per Ton	1.89	42.00	79.38
Pull Charge 30yd - 4/11/16	1	160.00	160.00
Tonnage Rate Per Ton	1.52	42.00	63.84
Pull Charge 30yd - 4/11/16	1	160.00	160.00
Tonnage Rate Per Ton	1.73	42.00	72.66

CREDITS WILL NOT BE ISSUED TO ACCOUNTS WHERE STOP SERVICE OCCURRED DUE TO NON-PAYMENT.

Go Green! If you would like to receive a paperless statement each month, please inform us of your e-mail address.	Total
	Payments/Credits
	Balance Due

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P.O. No.	Due Date
	5/15/2016

Description	Qty	Rate	Amount
Pull Charge 30yd - 4/12/16	1	160.00	160.00
Tonnage Rate Per Ton	1.58	42.00	66.36
Pull Charge 30yd - 4/13/16	1	160.00	160.00
Tonnage Rate Per Ton	3.27	42.00	137.34
Pull Charge 30yd - 4/14/16	1	160.00	160.00
Tonnage Rate Per Ton	2.07	42.00	86.94
Pull Charge 30yd - 4/14/16	1	160.00	160.00
Tonnage Rate Per Ton	1.57	42.00	65.94
Pull Charge 30yd - 4/15/16	1	160.00	160.00
Tonnage Rate Per Ton	3.49	42.00	146.58
Pull Charge 30yd - 4/15/16	1	160.00	160.00
Tonnage Rate Per Ton	2.92	42.00	122.64
Pull Charge 30yd - 4/16/16	1	160.00	160.00
Tonnage Rate Per Ton	1.56	42.00	65.52
Pull Charge 30yd - 4/16/16	1	160.00	160.00
Tonnage Rate Per Ton	1.41	42.00	59.22
Pull Charge 30yd - 4/17/16	1	160.00	160.00

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P.O. No.	Due Date
	5/15/2016

Description	Qty	Rate	Amount
Tonnage Rate Per Ton	1.58	42.00	66.36
Pull Charge 30yd - 4/17/16	1	160.00	160.00
Tonnage Rate Per Ton	1.41	42.00	59.22
Pull Charge 30yd - 4/17/16	1	160.00	160.00
Tonnage Rate Per Ton	2.01	42.00	84.42
Pull Charge 30yd - 4/17/16	1	160.00	160.00
Tonnage Rate Per Ton	1.5	42.00	63.00
Dump & Remove 30yd - 4/19/16 (empty)	1	160.00	160.00
Dump & Remove 30yd - 4/20/16	1	160.00	160.00
Tonnage Rate Per Ton	2.07	42.00	86.94
Dump & Remove 30yd - 4/20/16	1	160.00	160.00
Tonnage Rate Per Ton	2.2	42.00	92.40
Dump & Remove 30yd - 4/20/16	1	160.00	160.00
Tonnage Rate Per Ton	1.68	42.00	70.56
Dump & Remove 30yd - 4/20/16	1	160.00	160.00
Tonnage Rate Per Ton	2.15	42.00	90.30
Dump & Remove 30yd - 4/21/16	1	160.00	160.00

CREDITS WILL NOT BE ISSUED TO ACCOUNTS WHERE STOP SERVICE OCCURRED DUE TO NON-PAYMENT.

Go Green! If you would like to receive a paperless statement each month, please inform us of your e-mail address.	Total
	Payments/Credits
	Balance Due

DAYNE'S WASTE DISPOSAL, INC

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Bill To
City of Centralia 114 S. Rollins Centralia, MO 65240

P.O. No.	Due Date
	5/15/2016

Description	Qty	Rate	Amount
Tonnage Rate Per Ton	2.06	42.00	86.52
Rent per day	0	3.75	0.00

**CREDITS WILL NOT BE ISSUED TO ACCOUNTS WHERE STOP SERVICE OCCURRED
 DUE TO NON-PAYMENT.**

Go Green! If you would like to receive a paperless statement each month, please inform us of your e-mail address.	Total	\$6,553.12
	Payments/Credits	\$0.00
	Balance Due	\$6,553.12



Matthew C. Harline
City Administrator

114 S Rollins, Centralia, MO 65240
Phone (573)682-2139

City of Centralia

April 29, 2016

Gary Ryan, President
Ryan Enterprises
5596 State Road J
Fulton, MO 65251

DRAFT

Dear Mr. Ryan:

The letter is being sent to inform you that the Public Works and Public Utilities Committee of the City of Centralia have decided that we will no longer be taking our mixed plastic recyclable materials to Ryan Enterprises for recycling. The final check for \$300 will be sent in May.

You have always provided excellent service and we applaud your efforts to develop a Missouri-made product out of the materials that we bring you. For over four years you have been one of the very few vendors that would accept #1 - #7 plastics for recycling. Recently, the City of Columbia has begun accepting all seven plastics at their Material Recovery Facility on Peabody Road. Their location is much closer and they charge \$30/ton v. \$300/month to accept our mixed plastics. Columbia reports having multiple bidders each month for their materials, as well as substantial community support to accept all types of plastics for recycling. These facts suggest they have a sustainable program.

We wish you and Ryan Enterprises well and hope that you can continue your excellent operation. I have been a personal fan of your efforts since the inception of the business.

Please contact me at (573) 682-2139 should you have any questions.

Sincerely,

Matt Harline
City Administrator
City of Centralia, Missouri

ELECTRIC DEPT.
APRIL 2016 ACTIVITY REPORT

1. Daily readings – 49
2. Daily locates – 52
3. Disconnects – 30
4. Re-reads – 18
5. Cornerstone Baptist Church – Removed tree & set pole near property corner on North side of Fairgrounds St, framed pole, set pole on South side of Fairgrounds St, framed and tied main lines to pole, strung primary and neutral across street, hung 1/0 service drop, 15 kVA transformer, connected temp service
6. 801 E Hulen St – hung 15 kVA transformer on riser pole, swung service to pole feeding 635 N Howard Burton Drive & connected to new transformer, installed standoff arm, cutout & arrester for primary underground line, pulled wire and energized underground service, removed overhead service
7. Connected temp service @ 1005 Hampton
8. Connected temp service @ 914 Kelli Ct
9. April 3 Sunday callout – replaced transformer @ 108 W Lakeview, re-fused transformer @ 621 Hawthorne
10. 616 Orchard St – trimmed tree away from service drop
11. Repaired street light fixture and prepared new pole to replace broken pole near 210 N Allen, Installed new light pole near
12. 637 N Howard Burton Dr – pulled #2 primary URD from riser pole to transformer, terminated same
13. 921 Kelli Ct – Repaired conduit
14. Mowed @ shop & WSS
15. Loaded old pole pieces into dumpster for Spring cleanup
16. 809 Chris Ct - Installed and connected temp service
17. tested primary wire (OK), installed secondary lugs on pad mount transformer, hung CO door on pole, did not energize
18. Cox/Rollins – Finished riser conduits @ pole, hung 25 kVA transformer, pulled 4/0 URD secondary from pole to pedestal, made connections
19. Chipped brush for Spring cleanup
20. Trenched and installed 6” PVC conduit adjacent to 599 W Wilson
21. Trenched and installed 6” PVC conduit adjacent to 304 N Fullenwider St
22. 111 S Howard Burton Drive – pulled wire and connected new UG service
23. 112 S Maple – connected temp service
24. 301 Country Club Drive – repaired street light
25. Loaded and delivered 45’ pole to tear drop @ East City Park, set new 45’ riser pole and 4 anchors
26. 111 E Gano Chance – tightened loose neutral in meter base
27. Covered up phase for Stidham Electric @ 304 S Collier to remove high limb
28. 404 S Bradford – trimmed trees in easement for line clearance
29. 329 N Rollins – disconnected service for demolition
30. 411 S Orchard – removed tree
31. Participated in Head Start equipment day
32. Assisted Water Department with piercing under Fairground St for Cornerstone Church
33. Repaired streetlights – W Singleton St, CHS/Cox St, Jefferson/Lakeview
34. Central St – trenched & installed conduit for street light in cul-de-sac, installed hand hole & light pole
35. Trimmed trees around transformer @ Dexter subdivision
36. Clayton & Andrew took apprentice test

5/2/2016
ELECTRIC DEPT.

600 Amp Sectionalizing Cabinet Bid

ITEM	QTY.	Anixter Supply	Fletcher/Reinhardt	Kriz-Davis	
CC366-22THR	3	659.9 \$ 1,979.70	648.00 \$ 1,944.00	642.71 \$ 1,928.13	\$ -
Ground Sleeve Pad	3	378.55 \$ 1,135.65	195.27 \$ 585.81	366.67 \$ 1,100.01	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
	TOTAL	\$ 3,115.35	\$ 2,529.81	\$ 3,028.14	\$ -

HD Supply - Mattoon, IL
 Fletcher/Reinhardt - Bridgeton, MO
 Kriz-Davis - St. Joseph, MO

5/2/2016
ELECTRIC DEPT.

600 Amp Switch Bid

ITEM	QTY.	HD Supply	Fletcher/Reinhardt	Arkansas Electric	
ALTD06200R Switch	18	212.48 \$ 3,824.64	203.30 \$ 3,659.40	280.71 \$ 5,052.78	\$ -
M3D66BP Switch	15	170.65 \$ 2,559.75	169.70 \$ 2,545.50	178.70 \$ 2,680.50	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
TOTAL		\$ 6,384.39	\$ 6,204.90	\$ 7,733.28	\$ -

HD Supply - Mattoon, IL
 Fletcher/Reinhardt - Bridgeton, MO

5/2/2016
ELECTRIC DEPT.

LED lamp for post top fixture

ITEM	QTY.	Butler Supply	Kriz-Davis	Fletcher/Reinhardt	
LED45WPT50KMOG-G5	26	67.05 \$ 1,743.30	61.95 \$ 1,610.70	73.75 \$ 1,917.50	\$ -
	20	67.05 \$ 1,341.00	61.95 \$ 1,239.00	73.75 \$ 1,475.00	\$ -
	12	67.05 \$ 804.60	61.95 \$ 743.40	73.75 \$ 885.00	\$ -
	8	67.05 \$ 536.40	61.95 \$ 495.60	73.75 \$ 590.00	\$ -
		\$ -	\$ -	\$ -	\$ -
	TOTAL	\$ 4,425.30	\$ 4,088.70	\$ 4,867.50	\$ -

Butler Supply - Mexico, MO
 Kriz-Davis - St. Joseph, MO
 Fletcher/Reinhardt - Bridgeton, MO

SEE BELOW FOR MAP OF DOWNTOWN AREA

