



Board of Aldermen - Regular Meeting

Tuesday, February 20, 2024 at 6:30 pm

CENTRALIA CITY HALL COUNCIL CHAMBERS

114 S. Rollins Street, Centralia, MO 65240

1. CALL TO ORDER

2. ROLL CALL

Aldermen: Lonnie Cox, Robert Hudson, David Wilkins, Harold Deckerd, Don Rodgers, Landon Magley

3. PLEDGE OF ALLEGIANCE

4. COMMENTS FROM CITIZENS

Comments from citizens may be sent in writing prior to 5:00 p.m. on the date of this meeting to Mayor Chris Cox, mayor@centraliamo.org, or City Administrator Tara Strain, tara@centraliamo.org.

5. CONSENT AGENDA

Approved as a group unless separated by request of one or more Aldermen. (Motion)

- a. Board of Aldermen Meeting Minutes**
- b. Public Works & Utilities Committee Meeting Minutes**
- c. General Government & Public Safety Committee Meeting Minutes**
- d. Collector's Report**
- e. Treasurer's Report**
- f. Activity Reports**

6. ACCOUNTS PAYABLE OVER \$1,250

ACTION AGENDA

7. FINANCE

- a. Centralia WW Reimbursement Request #17 (labeled as #16 for DNR)_FINAL**
(MOTION)

8. LEGAL

- a. Motion for Mayor to Sign MPUA PSA**
(MOTION)
- b. Motion to Install Stop Signs at Sneed & Rollins Intersection**
(MOTION)
- c. Motion to Accept 5 Year Lease Agreement for Copy Machines**
(MOTION)
- d. Legal - Amending City Code Concerning Meetings, Records and Votes in Regard to the State Open Meetings and Records Law - ORD**
Bill No. _____ Ordinance No. _____
- e. Legal - Brightspeed (CenturyTel Broadband Services) Franchise Agreement - Centralia, MO 12.12.23 - ORD**

**f. Legal - Brightspeed (CenturyTel of Missouri) Franchise Agreement - Centralia, MO
12.12.23 - ORD**

OLD BUSINESS

NEW BUSINESS

9. Discussion - Golf Cart Permits

10. MAYOR

- a. Appointments - Appoint Dan Hamilton for a 1 year term on the Board of Adjustment**
- b. Appointments - Appoint Jerry Hensley to a 2 year term on the Board of Adjustment**
- c. Appointments - Appoint Todd Alden to a 3 year term on the Board of Adjustment**
- d. Appointments - Appoint Denny Rusch to a 4 year term on the Board of Adjustment**
- e. Appointments - Appoint Jana Hoffman to a 2 year term on the Enhanced Enterprise Zone (EEZ)**
- f. Appointments - Appoint Dan Hamilton to finish Glenn Brown's term until November 2024 on the Enhanced Enterprise Zone (EEZ)**

11. CITY ADMINISTRATOR

- a. Monthly Report**

12. CITY ATTORNEY

13. CITY CLERK

CLOSED SESSION*

*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:

- 1. As provided for under Section 610.021 (1) of the Revised Statutes of Missouri 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;
- 9. Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups;

14. CLOSED SESSION

(MOTION)

15. RETURN TO OPEN SESSION

(MOTION)

RESUME REGULAR SESSION

16. AS MAY ARISE

- a. Setting a date for a Town Hall Meeting for Use Tax**

17. ADJOURN



Board of Aldermen - Regular Meeting

Minutes

Monday, January 15, 2024 at 7:30 pm

CENTRALIA CITY HALL COUNCIL CHAMBERS

114 S. Rollins Street, Centralia, MO 65240

1. CALL TO ORDER

Minutes:

Mayor Cox called the meeting to order at 6:55pm.

2. ROLL CALL

Minutes:

Aldermen Lonnie Cox, Robert Hudson, Harold Deckerd, Don Rodgers, and Landon Magley answered roll call. Alderman David Wilkins was absent. Others present: City Administrator Tara Strain, City Clerk Marilyn Dick, Police Chief Harlan Hatton, Police Sergeant Jerry Stoebe. Citizens present: James Smith with the Centralia Fireside Guard, and Linda Bormann. Greg Pauley arrived at 7:25pm.

3. PLEDGE OF ALLEGIANCE

Minutes:

Mayor Cox led everyone in reciting the Pledge of Allegiance.

4. COMMENTS FROM CITIZENS

Minutes:

Mayor Cox opened the floor for comments from citizens at 6:55 pm. Mayor Cox read a letter received from citizen Greg Pauley regarding the revised recycling program. Pauley requested the City consider returning the recycling dumpsters to South Street, and find options for recycling glass. Mayor Cox advised that the City had reviewed all the options prior to making the changes, and it was a financial decision in the best interests of the City's funds. Management of the recycling containers had become a burden, and it was not possible to ensure that only city residents were utilizing the dumpsters; overflow of the dumpsters often resulted in city residents being unable to use the service for which they were paying. Alderman Hudson stated that options for the businesses to recycle had also been obtained. Linda Bormann asked for an update on the ordinance to restrict camper parking on city streets. Mayor Cox replied this will be discussed later in the meeting. Bormann also stated that the use tax on the April ballot needs to be discussed with every group in town, and extensive education on the subject needs to be scheduled.

5. CONSENT AGENDA

Approved as a group unless separated by request of one or more Aldermen. (Motion)

Minutes:

Alderman Deckerd made a motion to approve the consent agenda as published. Alderman Rodgers seconded the motion. On a call by the Mayor for ayes and nays the motion carried unanimously. Vote results: Aye: 5; Nay: 0; Absent: Wilkins.

a. Board of Aldermen Meeting Minutes

b. Collector's Report

c. Treasurer's Report

d. Activity Reports

6. ACCOUNTS PAYABLE OVER \$1,250

Minutes:

Alderman Hudson made a motion to approve the accounts payable over \$1250, for a total of \$325,308.78. Alderman Deckerd seconded the motion. On a call by the Mayor for ayes and nays the motion carried unanimously.

Vote results: Aye: 5; Nay: 0; Absent: Wilkins.

ACTION AGENDA

7. LEGAL

a. Legal - Calling for 2024 City Election - ORD

Bill No. 2526 Ordinance No. 3179

Minutes:

ORDINANCE: AN ORDINANCE CALLING FOR A GENERAL CITY ELECTION TO BE HELD ON TUESDAY, APRIL 2, 2024, THE MUNICIPAL ELECTION DAY, TO ELECT THREE ALDERMEN FOR A TWO-YEAR TERM. Administrator Strain presented a bill marked and designated as bill no. 2526 to create an ordinance entitled "AN ORDINANCE CALLING FOR A GENERAL CITY ELECTION TO BE HELD ON TUESDAY, APRIL 2, 2024, THE MUNICIPAL ELECTION DAY, TO ELECT THREE ALDERMEN FOR A TWO-YEAR TERM. " Alderman Hudson moved that it be placed on its first reading by title only. Before the bill was introduced copies of the bill were made available for public inspection. Motion was seconded by Alderman Deckerd and motion carried unanimously. The bill was then read by title only. Alderman Hudson moved the bill be placed on its second reading. Motion was seconded by Alderman Deckerd and motion carried unanimously. The bill was then read the second time by title only. The Mayor then called for discussion on the bill and after some discussion Alderman Hudson moved the final passage of the bill. Alderman Deckerd seconded the motion. The Mayor called for a roll call vote and the ordinance passed with the following vote. Aldermen voting FOR: Hudson, Cox, Magley, Deckerd, and Rodgers. Voting AGAINST: none, Absent: Wilkins. The Mayor declared the bill passed and thereupon signed the same as passed. The bill was approved by the Mayor and signed by the Mayor as approved and was returned to the City Clerk who attested to the signature of the Mayor, affixed the city seal and the Ordinance was designated as Ordinance 3179.

b. Legal - Use Tax on April 2024 Ballot - ORD

Minutes:

Administrator Strain presented a bill marked and designated as bill no. 2527 to create an ordinance entitled "AN ORDINANCE OF THE CITY OF CENTRALIA, MISSOURI, IMPOSING A USE TAX FOR GENERAL REVENUE PURPOSES AT A RATE OF TWO AND ONE-HALF PERCENT (2 ½ %) FOR THE PRIVILEGE OF STORING, USING OR CONSUMING WITHIN THE CITY ANY ARTICLE OF TANGIBLE PERSONAL PROPERTY PURSUANT TO THE AUTHORITY GRANTED BY AND SUBJECT TO THE PROVISIONS OF SECTIONS 144.600 THROUGH 144.761 RSMo; PROVIDING FOR THE USE TAX TO BE REPEALED, REDUCED, OR RAISED IN THE SAME AMOUNT AS ANY CITY SALES TAX IS REPEALED, REDUCED OR RAISED; AND PROVIDING FOR SUBMISSION OF THE PROPOSAL TO THE QUALIFIED VOTERS OF THE CITY FOR THEIR APPROVAL AT THE GENERAL ELECTION CALLED AND TO BE HELD IN THE CITY ON APRIL 2, 2024." Alderman Deckerd moved that it be placed on its first reading by title only. Before the bill was introduced copies of the bill were made available for public inspection. Motion was seconded by Alderman Hudson and motion carried unanimously. The bill was then read by title only. Alderman Deckerd moved the bill be placed on its second reading. Motion was seconded by Alderman Rodgers and motion carried unanimously. The bill was then read the second time by title only. The Mayor then called for discussion on the bill and after some discussion Alderman Deckerd moved the final passage of the bill. Alderman Rodgers seconded the motion. The Mayor called for a roll call vote and the ordinance passed with the following vote. Aldermen voting FOR: Hudson, Cox, Magley, Deckerd, and Rodgers. Voting AGAINST: none, Absent: Wilkins. The Mayor declared the bill passed and thereupon signed the same as passed. The bill was approved by the Mayor and signed by the Mayor as approved and was returned to the City Clerk who attested to the signature of the Mayor, affixed the city seal and the Ordinance was designated as Ordinance 3180.

OLD BUSINESS

NEW BUSINESS

8. MAYOR

a. Appointments - Appoint Todd Alden to 1 year term on the Enhanced Enterprise Zone (EEZ)

Minutes:

Alderman Hudson made a motion to approve the Mayoral appointments of Todd Alden and Jim Lee to a 1 year term on the Enhanced Enterprise Zone, and Michael Rodgers to a 2 year term on the Enhanced Enterprise Zone. Alderman Deckerd seconded the motion. On a call by the Mayor for ayes and nays the motion carried unanimously. Vote results: Aye: 4; Nay: 0; Absent: Wilkins; Abstained: Rodgers.

b. Appointments - Appoint Jim Lee to a 1 year term on the Enhanced Enterprise Zone (EEZ)

c. Appointments - Appoint Michael Rodgers to a 2 year term on the Enhanced Enterprise

Zone (EEZ)

9. CITY ADMINISTRATOR

a. Monthly Report

10. CITY ATTORNEY

11. CITY CLERK

CLOSED SESSION*

*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:

1. As provided for under Section 610.021 (1) of the Revised Statutes of Missouri 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;
3. As provided for under Section 610.021(3) of the Revised Statutes of Missouri for hiring, firing, disciplining or promoting of particular employees by a public governmental body.
9. Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups;

12. CLOSED SESSION

(MOTION)

Minutes:

Alderman Hudson moved the Board of Aldermen of the City of Centralia, Missouri hold a closed meeting and a closed vote, and the specific reason for closing the meeting and having a closed vote was: 1. As provided for under Section 610.021 (1) of the Revised Statutes of Missouri 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, and 3. As provided for under Section 610.021(3) of the Revised Statutes of Missouri for hiring, firing, disciplining, or promoting of particular employees by a public governmental body, and 9. Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups. Alderman Hudson asked that this motion be adopted by roll call vote. The motion was seconded by Alderman Deckerd. The motion passed with the following vote. Aldermen voting FOR: Hudson, Cox, Magley, Deckerd, and Rodgers. Voting AGAINST: None. Absent: Wilkins. The meeting went into closed session at 7:53 p.m.

13. RETURN TO OPEN SESSION

(MOTION)

Minutes:

During closed session, only legal and personnel matters, and employee group negotiations were discussed, and no votes were taken.

Alderman Hudson made a motion to return to open session. Alderman Rodgers seconded the motion. The motion passed with the following roll call vote: Aldermen voting FOR: Cox, Hudson, Deckerd, Rodgers, and Magley. Voting AGAINST: none; Absent: Wilkins. The meeting returned to open session at 9:49pm.

RESUME REGULAR SESSION

14. AS MAY ARISE

Minutes:

Citizen Greg Pauley was present to discuss the recycling program changes. Mayor Cox reiterated the financial reasons for making the changes. Pauley asked the city to obtain details from Dayne's Waste Disposal on exactly which items are unacceptable for recycling, so that citizens can correct the problems if needed. Mayor Cox assured Mr. Pauley that the city will continue to monitor the program, and research additional recycling options if possible.

15. ADJOURN

Minutes:

There being no further business to discuss, Alderman Hudson made a motion to adjourn the meeting. Alderman Deckerd seconded the motion. On a call by the Mayor for ayes and nays the motion carried unanimously. The meeting was adjourned at 9:52pm.

Contact: Tara Strain, City Administrator (tara@centraliamo.org 573-682-2139) | Minutes published on 01/19/2024 at 11:07 AM



Public Works & Utilities Committee Meeting

Minutes

Monday, January 15, 2024 at 6:30 pm

CENTRALIA CITY HALL COUNCIL CHAMBERS

114 S. Rollins Street, Centralia, MO 65240

1. CALL TO ORDER

Minutes:

Alderman Robert Hudson called the meeting to order at 6:30 pm.

2. ATTENDANCE

Minutes:

Present: Aldermen Lonnie Cox, Robert Hudson, Harold Deckerd, Don Rodgers, and Landon Magley. Also present: City Administrator Tara Strain, Mayor Chris Cox, City Clerk Marilyn Dick, Police Chief Harlan Hatton, Police Sergeant Jerry Stoebe, Public Works & Utilities Director Matthew Rusch, Fire Chief Denny Rusch, Assistant Electric Foreman Osson Cox, Street Foreman Phil Hoffman, Water Foreman Aaron Kroeger. City Attorney Cydney Mayfield attended via zoom meeting. Citizens present: James Smith with the Centralia Fireside Guard, Linda Bormann. Absent: Alderman David Wilkins.

3. PLEDGE OF ALLEGIANCE

Minutes:

Alderman Hudson led everyone in reciting the Pledge of Allegiance.

4. COMMENTS FROM CITIZENS

Minutes:

Alderman Hudson opened the floor for Comments from Citizens at 6:30 pm. Linda Bormann requested City Administrator Tara Strain inquire if Dayne's Waste Disposal will allow curbside recycling to be placed in re-usable totes or trash cans, instead of disposable trash bags. She also commended the street department for their hard work in clearing the snow from the streets recently.

Hearing no further comments, the section was closed at 6:31 pm.

5. ELECTRIC DEPARTMENT

Minutes:

Assistant Electric Foreman Osson Cox reported that they have been pulling wire at several job sites, and are still awaiting delivery of transformers in order to finish some projects.

- a. Activity Report
- b. Generation/Purchase
- c. Distribution
- d. Other

6. PUBLIC WORKS

- a. Activity Report
- b. Streets

Minutes:

Street Foreman Phil Hoffman reported they have been replacing street and school signs. The new plow truck that was ordered May 2022 is now tentatively scheduled to arrive in February. Alderman Deckerd and Mayor Cox both applauded the street crew for their recent street cleaning.

- c. Sanitation
- d. Storm Water
- e. Other

7. WATER AND SEWER DEPARTMENT

- a. Activity Report
- b. Water

Minutes:

Water Foreman Aaron Kroeger reported they have been assisting Hubbell install a valve for their new building construction. He has been working on submitting an application for ARPA funds to replace the department's camera van. The current van is a 1992 model the city purchased in 2007; it is badly in need of an upgrade.

- c. Sewer
- d. Other

8. PUBLIC WORKS & UTILITIES DIRECTOR

Minutes:

Public Works Director Matthew Rusch advised that the slaker unit is still on track to be delivered in June.

- a. Monthly Report
- b. Other

9. AS MAY ARISE

10. ADJOURN

Minutes:

There being no further business to discuss, Alderman Rodgers made a motion to adjourn the meeting. Alderman Deckerd seconded the motion. On a call by Alderman Hudson for ayes and nays the motion carried unanimously. The meeting was adjourned at 6:36 pm.



Public Works & Utilities Committee Meeting

Minutes

Monday, February 12, 2024 at 6:30 pm

CENTRALIA CITY HALL COUNCIL CHAMBERS

114 S. Rollins Street, Centralia, MO 65240

1. CALL TO ORDER

Minutes:

Alderman Robert Hudson called the meeting to order at 6:30 p.m.

2. ATTENDANCE

Minutes:

Aldermen Lonnie Cox, Robert Hudson, and Landon Magley answered roll call. Aldermen David Wilkins, Harold Deckerd & Don Rodgers were absent. Others present: City Administrator Tara Strain, Public Works & Utilities Director Matt Rusch, Mayor Chris Cox, Water & Sewer Dept. Foreman Aaron Kroeger, Electric Dept. Interim Foreman Osborn Cox, Street & Sanitation Dept. Foreman Phil Hoffman, Fire Chief Denny Rusch, Police Chief Harlan Hatton & Deputy City Clerk Beth Kable. Citizens present: Linda Bormann. Alderman Hudson said that there is not a quorum present, so no motions will be made.

3. PLEDGE OF ALLEGIANCE

Minutes:

Alderman Robert Hudson led everyone in the Pledge of Allegiance.

4. COMMENTS FROM CITIZENS

Minutes:

Alderman Hudson opened the floor for comments from citizens at 6:30 p.m. Linda Bormann asked if citizens could have permanent containers for recycling and City Administrator Tara Strain said she had talked to Dayne and he said no. Recycling can only be set out in clear or white bags or in a cardboard box. Mayor Chris Cox said that he had a few complaints that the recycling was being picked up with the trash and put in the trash truck. Tara suggested that if that happens to let City Hall know and they will talk with Dayne. She also reminded everyone that in the newness of this system, there will be issues and we will work with Dayne's to get them worked out. Hearing no further comments, comments from citizens was closed at 6:34 p.m.

5. PUBLIC WORKS

a. Activity Report

Minutes:

Street Department Foreman Phil Hoffman reported that his crew had spent time last month pushing snow and hauling it away. Currently they are working on some ditches and fixing some signs that were in need of repair.

- b. Streets
- c. Sanitation
- d. Storm Water
- e. Other

6. WATER AND SEWER DEPARTMENT

a. Activity Report

Minutes:

Water Foreman Aaron Kroeger said that his crew had worked on several leaks and replaced several meter yokes that needed repair due to the extreme cold weather.

- b. Water
- c. Sewer
- d. Other

7. ELECTRIC DEPARTMENT

a. Activity Report

Minutes:

Interim Electric Department Foreman Osson Cox said that the replacement bulbs for the streetlights have finally come in, so they are working to change the lights that are out. They have also been servicing the substations.

- b. Generation/Purchase
- c. Distribution
- d. Other

8. PUBLIC WORKS & UTILITIES DIRECTOR

a. Monthly Report

Minutes:

Public Works & Utilites Director Matthew Rusch has been working on budget items for next year. The biggest priority would be to insulate some of the shops that have no insulation. There is also some of the equipment is sitting outside and he would like to get those things under roof. He is also working with Bartlett & West to get things ready for the delivery of the new Slakker in June. He received word this week that DNR has signed off on the last portion of the wastewater project, so it will finally conclude this month.

- b. Other

9. AS MAY ARISE

10. ADJOURN

Minutes:

There being no further business to discuss, Alderman Cox made the motion to adjourn the meeting. Alderman Magley seconded the motion. On a call by Alderman Hudson for ayes and nays the motion carried unanimously. The meeting was adjourned at 6:41 p.m.



General Government & Public Safety Committee Meeting

Minutes

Monday, January 15, 2024 at 7:00 pm

CENTRALIA CITY HALL COUNCIL CHAMBERS

114 S. Rollins Street, Centralia, MO 65240

The General Government and Public Safety Committee Meeting will begin at approximately 7:00 p.m., immediately following the Public Works and Public Utilities Committee Meeting. This meeting could begin sooner or later, depending on the length of the other meeting.

1. CALL TO ORDER

Minutes:

Alderman Hudson called the meeting to order at 6:37 pm.

2. ATTENDANCE

Minutes:

Present: Aldermen Lonnie Cox, Robert Hudson, Harold Deckerd, Don Rodgers, and Landon Magley. Also present: City Administrator Tara Strain, Mayor Chris Cox, City Clerk Marilyn Dick, Police Chief Harlan Hatton, Police Sergeant Jerry Stoebe, Public Works & Utilities Director Matthew Rusch, Fire Chief Denny Rusch, Assistant Electric Foreman Osson Cox, Street Foreman Phil Hoffman, Water Foreman Aaron Kroeger. City Attorney Cydney Mayfield attended via zoom meeting. Citizens present: James Smith with the Centralia Fireside Guard, Linda Bormann. Absent: Alderman David Wilkins.

3. COMMENTS FROM CITIZENS

Minutes:

Alderman Hudson opened the floor for comments from citizens at 6:37pm. Hearing no comments, the section was closed at 6:37pm.

PUBLIC SAFETY

4. POLICE DEPARTMENT

Minutes:

Police Chief Hatton reported that patrol cars are in the process of having updated items installed, including stop sticks, less lethals, and rifles. Training on these items continues. The police department building has been updated with new locking systems. Hatton asked City Administrator Strain if discussions should be held at this time regarding scheduling police officer's work hours, in

order to offer clarification for the aldermen. Strain replied that work sessions will be held soon, which would be the appropriate time for such discussions.

- a. Activity Report
- b. Chief of Police Monthly Report
- c. Other

5. FIRE DEPARTMENT

Minutes:

Fire Chief Denny Rusch advised they are still in search of a newer ladder truck, and will seek grants for this purchase. Rusch thanked those who helped with the Santa Treat sacking and deliveries on Christmas. The fire department recently completed the ISO rating review, and secured a rating of 5 for City of Centralia.

- a. Activity Report
- b. Other

6. OTHER PUBLIC SAFETY

- a. Emergency Management
- b. Protective Inspection

GENERAL GOVERNMENT & FINANCE

7. ECONOMIC DEVELOPMENT

- a. Chamber of Commerce Reports

8. PARK BOARD

- a. Park Board Agenda(s)
- b. Park Board Minute(s)

9. LIBRARY BOARD

- a. Library Board Agenda(s)
- b. Library Board Minute(s)

10. COMMITTEE REPORTS

- a. Cemetery Advisory Committee
- b. Tree Board

11. FINANCIAL STATEMENTS

- a. Balance Sheet
- b. Budget Report
- c. Accounts Payable Over \$1250

12. OTHER GENERAL GOVERNMENT

- a. Use Tax Discussion

Minutes:

City Administrator Strain led discussion on the proposed use tax, and requested the Board approve placing it on the ballot for the April 2024 election. The use tax amount would be 2 1/2%, City Attorney Mayfield advised that the use tax is a general revenue tax, and the current Board cannot bind future Boards on how to use the funds. The Board cannot allocate 1/2% to the park fund, as had been previously discussed, but could approve funds for specific items if requested. Discussions will resume during the Board of Alderman meeting.

b. Rollins & Sneed Street Intersection Discussion

Minutes:

City Administrator Strain proposed making the intersection of Rollins Street and Sneed Street a four way stop. This is the only intersection around the city square that is not a four way stop, which is frequently confusing to drivers. City Attorney Mayfield suggested the police department, street department, and administration research the issue and compile reports for the Board to consider at the February meeting.

13. AS MAY ARISE

Minutes:

Police Chief Hatton questioned if the fees charged for reports and copies to fulfill Sunshine Law requests could be raised. Parameters for these fees are determined by State statute, so the issue will need to be further researched. Hatton would also like to see the fee for UTV permits increased from \$15 to \$20. No action was taken on this matter.

14. ADJOURN

Minutes:

There being no further business to discuss, Alderman Rodgers made a motion to adjourn the meeting. Alderman Deckerd seconded the motion. On a call by Alderman Hudson for ayes and nays the motion passed unanimously. The meeting was adjourned at 6:55pm.

Contact: Tara Strain, City Administrator (tara@centraliamo.org (573) 682-2139) | Minutes published on 01/19/2024 at 9:39 AM



General Government & Public Safety Committee Meeting

Minutes

Monday, February 12, 2024 at 7:00 pm

CENTRALIA CITY HALL COUNCIL CHAMBERS

114 S. Rollins Street, Centralia, MO 65240

The General Government and Public Safety Committee Meeting will begin at approximately 7:00 p.m., immediately following the Public Works and Public Utilities Committee Meeting. This meeting could begin sooner or later, depending on the length of the other meeting.

1. CALL TO ORDER

Minutes:

Alderman Robert Hudson called the meeting to order at 6:41 p.m.

2. ATTENDANCE

Minutes:

Aldermen Lonnie Cox, Robert Hudson, and Landon Magley answered roll call. Aldermen David Wilkins, Harold Deckerd & Don Rodgers were absent. Others present: City Administrator Tara Strain, Public Works & Utilities Director Matt Rusch, Mayor Chris Cox, Water & Sewer Dept. Foreman Aaron Kroeger, Electric Dept. Interim Foreman Osson Cox, Street & Sanitation Dept. Foreman Phil Hoffman, Fire Chief Denny Rusch, Police Chief Harlan Hatton & Deputy City Clerk Beth Kable. Citizens present: Linda Bormann. Alderman Hudson said that there is not a quorum present, so no motions will be made.

3. COMMENTS FROM CITIZENS

Minutes:

Alderman Robert Hudson opened the floor to comments from citizens at 6:42 p.m. Hearing no comments, comments from citizens was closed at 6:42 p.m.

PUBLIC SAFETY

4. POLICE DEPARTMENT

a. Activity Report

Minutes:

Police Chief Harlan Hatton reported that one of the new Tahoe's is acting up, but it will be covered by the warranty, so it should not cost us anything to fix it. He also said that the computer that goes with the radar trailer is full and not functioning, so there is no way to get

the information off the trailer. The IT company is working on the computer so they can get the trailer out and working.

b. Chief of Police Monthly Report

c. Other

5. FIRE DEPARTMENT

a. Activity Report

Minutes:

Fire Chief Denny Rusch said that he has contacted a grant writer about writing a grant for a new fire truck. He said that it is too late to start the process for this year, but we would have a good chance at having the grant awarded to us. The grant writer indicated that he would like to start this fall, so Denny would like to allocate funds in next year's budget to pay the writer. In the meantime, Denny would like to look at an older model ladder truck that is about to come up for sale at a neighboring city. If it is in good condition, he would like to be able to pursue it in order to secure the purchase for the future.

b. Other

6. OTHER PUBLIC SAFETY

a. Emergency Management

b. Protective Inspection

GENERAL GOVERNMENT & FINANCE

7. ECONOMIC DEVELOPMENT

a. Chamber of Commerce Reports

8. PARK BOARD

a. Park Board Agenda(s)

b. Park Board Minute(s)

9. LIBRARY BOARD

a. Library Board Agenda(s)

b. Library Board Minute(s)

10. COMMITTEE REPORTS

a. Cemetery Advisory Committee

b. Tree Board

11. FINANCIAL STATEMENTS

a. Balance Sheet

b. Budget Report

c. Accounts Payable Over \$1250

12. OTHER GENERAL GOVERNMENT

a. Discussion - Setting Up Use Tax Presentations

Minutes:

City Administrator Tara Strain announced that election day is April 2nd, so there is not much time to get out and educate citizens about the Use Tax. She suggested that the alderman go to the area civic club meetings in pairs to advocate for the Use Tax. Tara said that she will make a list of meeting times and the aldermen can sign up for a time that suits them best.

b. Discussion - Setting Up Committee for 100 Year Celebration for Building

Minutes:

City Administrator Tara Strain announced that the city hall building turns 100 years old this year and asked if the board would like to do anything to celebrate it. All members present thought it would be a good idea and Alderman Robert Hudson suggested doing something at the Anchor Festival.

c. Copier Quotes - 5 Year Contract

Minutes:

City Administrator Tara Strain reported that City Hall and the Police Department are at the end of their copier leases. We obtained a bid from the current contract holder, GFI Digital and Marco. Both quotes were higher than our current contract, but the machines were very similar. The contract will be voted on at the Board of Aldermen meeting.

d. Updated MPUA PSA

Minutes:

City Administrator Tara Strain said that she had finished the new MPUA PSA and the cost went up, but that was expected. This will also be voted on at the Board of Aldermen meeting.

13. AS MAY ARISE

14. ADJOURN

Minutes:

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

The meeting was adjourned at 7:00 p.m.

CITY COLLECTOR'S REPORT

January, 2024	
Real Estate Tax Collections	\$511,852.35
Personal Property Tax Collections	\$228,235.30
Dog Tax	\$56.00
Cat Tax	\$20.00
Merchant's License	\$1,063.50
Penalties	\$312.35
Railroad/Utility Tax	\$10,351.94
Financial Institution Tax	\$83.94
Sur Tax	
Collector's Interest	\$402.32
Total	\$752,377.70
Deposited in the Following Funds	
General Fund	\$356,015.98
Park Fund	\$158,892.57
Library Revenue Fund	\$237,469.15
Library Bond (Tsfr to Library Debt Service Acct)	
Total	\$752,377.70
Submitted by: <u>Marilyn Dick</u> Marilyn Dick, City Collector	

CITY OF CENTRALIA, MISSOURI
TREASURER'S REPORT
CASH - CHECKING ACCOUNTS
FOR THE MONTH OF January, 2024

	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE	INVESTMENTS	TOTAL
GENERAL FUND	225,570.13	485,503.08	(176,297.20)	534,776.01	200,000.00	734,776.01
POOL	(16,925.16)		(350.59)	(17,275.75)		(17,275.75)
PARK	(18,735.39)	162,572.27	(8,803.93)	135,032.95		135,032.95
RECREATON CENTER	224,291.20	37,002.92	(17,455.58)	243,838.54	0.00	243,838.54
LIBRARY	(598.45)	255,432.86	(254,889.29)	(54.88)	0.00	(54.88)
LIBRARY DEBT SERVICE	0.00			0.00	10,311.50	10,311.50
GOLF COURSE	(56,709.97)	2,423.46	(13,473.79)	(67,760.30)	0.00	(67,760.30)
EAST ANNEX	0.00			0.00		0.00
CEMETERY	459,510.00	4,518.94	(2,450.00)	461,578.94	200,000.00	661,578.94
AVENUE OF FLAGS	23,743.14	230.16		23,973.30	0.00	23,973.30
TRAN. SALES TAX REVENUE	508,666.50	24,178.44		532,844.94	0.00	532,844.94
PARK SALES TAX	201,519.29	25,283.13		226,802.42	0.00	226,802.42
PUBLIC SAFETY SALES TAX	567,344.02	25,794.04		593,138.06	0.00	593,138.06
WATER-OPERATING	(722,246.35)	80,422.52	(68,842.58)	(710,666.41)	0.00	(710,666.41)
WATER-SECURITY DEPOSITS	19,700.70	625.00	(900.00)	19,425.70	0.00	19,425.70
WATER REPLACEMENT	386,811.18	7,163.17		393,974.35	0.00	393,974.35
SANITATION (LANDFILL)	136,910.73	49,828.03	(45,889.03)	140,849.73	0.00	140,849.73
SEWER	(1,638,303.82)	64,820.25	(32,071.48)	(1,605,555.05)	600,000.00	(1,005,555.05)
SEWER EQPMT REPLCMT	163,077.00			163,077.00	0.00	163,077.00
ELECTRIC-OPERATING	1,120,142.25	394,337.73	(342,272.57)	1,172,207.41	0.00	1,172,207.41
ELECT.-SECURITY DEPOSITS	42,704.14	1,500.00	(1,900.00)	42,304.14	0.00	42,304.14
CAP PROJ - Fire Protection	48,745.65	414.43		49,160.08		49,160.08
CAP PROJ - Hwy/Street	3,861.52			3,861.52		3,861.52
CAP PROJ - ARPA	662,062.51			662,062.51		662,062.51
INTERNAL SRVC - Financial	0.00	20,491.09	(20,491.09)	0.00		0.00
INTERNAL SRVC - Eqpmt Use	87,286.60	18,390.21	(4,935.45)	100,741.36		100,741.36
TOTAL	2,428,427.42			3,098,336.57	1,010,311.50	4,108,648.07
Library Debt Service	234.08	1.49		235.57	0.00	235.57
A. B. Chance Memorial	227,862.69	951.74	(380.00)	228,434.43	230,612.26	459,046.69
Park Lease Purchase Accounts						
Community Rec Center Lease	47.03			47.03		
Cemetery Fund						
Cash Investment - CD	200,000.00			200,000.00		
Electric Fund						
Cash Investment - CD	600,000.00			600,000.00		
MAMU 08 Electric Substation						
COP Project Fund	0.00			0.00	0.00	0.00
COP Int. Reserve Acct.	9,781.81			9,781.81	0.00	9,781.81


Rhoni Hatton, City Treasurer

City of Centralia Activity Reports

January 2024

Prepared By: Beth Kable

BUILDING ADMINISTRATION

Building Permit Data	Jan-24	Apr 2023 - Mar 2024 Totals
<i>New Residential & Duplex</i>	1	27
<i>Residential - Additions, Alterations, Repairs, Porch/Decks, Elec Upgrade, Tag Gas, Solar Panels</i>	2	23
<i>Residential - Storage Buildings/Fences/Carport/Swimming Pools/Detached Garage/Gazebo</i>		59
<i>Residential - Pole Barn</i>		
<i>New Commercial Buildings - Greenhouse/Printing Warehouse/Car Wash</i>		
<i>Non Residential - Additions, Alterations, Repairs, Elec Upgrade, New Sign, Utility Pole, Reroof Commercial</i>		
<i>Courtesy Inspections Residential - New Trailers/Gas Lines</i>		
<i>Renewal</i>		
<i>New Institutional</i>		
<i>Institutional - Additions, Alterations, Repairs, New Sign ,</i>		
<i>Courtesy Inspections Commercial - Gas Lines</i>		
<i>New Community Recreation Center</i>		
<i>Commerical Electrical Inspection</i>		
Building Permit Summary		
<i>Number of Permits Issued</i>	3	109
<i>Permit Valuation</i>	\$ 72,805.00	\$ 5,653,954.28

PAYROLL HOURS ACTIVITY REPORT

Pay Date			Jan-24						FYTD TOTAL HOURS	
			01/05/24		01/19/24		JAN TOTAL			
			HOURS		HOURS		HOURS			
	Cost Center #	DESCRIPTION	REG	OT	REG	OT	REG	OT	REG	OT
Office	1121	Court	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	1141	Admin Asst Payroll - Intern	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	1142	Clerical	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	1162	CS Payroll	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	1163	Purchasing	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	1165	Accounting	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	1171	City Hall	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	1421	Economic Development - Intern	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	6121	Cashier & Collecting	168.75	0.50	177.25	2.50	346.00	3.00	4,499.75	35.75
	Central Office Monthly Total		168.75	0.50	177.25	2.50	346.00	3.00	4,499.75	35.75

Street	1311 Administrative - Street	232.00	5.00	247.50	96.75	479.50	101.75	4,926.75	273.75
	1312 Street Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	1313 Alley Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	1314 Parking Lots/Sidewalks	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	1315 Buildings/Grounds	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	1316 Snow/Ice Removal	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	1317 Pavement Markings	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	1318 Culverts	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	1319 Brush/Tree Control	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	1331 Streets & Alleys; City Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	2211 Cemetery	0.00	0.00	0.00	0.00	0.00	0.00	9.00	0.00
	Street Department Monthly Total	232.00	5.00	247.50	96.75	479.50	101.75	4,935.75	273.75

Water	3111 Administrative - Water	149.25	15.00	171.25	58.50	320.50	73.50	3,494.00	427.00
	3112 Customer Service - Water	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	3113 Water Wells - Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	3116 Water Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	3117 Water Plant	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	3119 Water Wells - Buildings/Grounds	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	3121 Administrative - Sewer	160.00	0.00	160.00	0.00	320.00	0.00	2,688.75	0.00
	3123 Sewer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	3125 Lift Stations	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	3127 Lagoons	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	3128 Land Application	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Water Department Monthly Total	309.25	15.00	331.25	58.50	640.50	73.50	6,182.75	427.00

Electric	3131 Administrative - Electric	230.00	22.75	264.00	21.00	494.00	43.75	5,197.25	520.75
	3132 Customer Service - Electric	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	3133 Buildings/Grounds	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	3134 Electric Distribution	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	3138 Brush/Trees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	3139 Street Lights	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Electric Department Monthly Total	230.00	22.75	264.00	21.00	494.00	43.75	5,197.25	520.75

PAYROLL HOURS ACTIVITY REPORT

			Jan-24						FYTD TOTAL HOURS	
			01/05/24		01/19/24		JAN TOTAL			
			HOURS		HOURS		HOURS			
	Cost Center #	DESCRIPTION	REG	OT	REG	OT	REG	OT	REG	OT
Sanitation										
	3322	Sanitation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	3323	Landfill	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Sanitation Department Monthly Total		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Floating

6111	Floating Holiday	0.00	0.00	0.00	0.00	0.00	0.00	231.25	0.00
6112	Sick Time	40.00	0.00	92.00	0.00	132.00	0.00	757.71	0.00
6113	Vacation	98.50	0.00	5.25	0.00	103.75	0.00	1,282.94	0.00
6119	Funeral Leave	0.00	0.00	0.00	0.00	0.00	0.00	64.00	0.00
	City Holiday	288.00	0.00	152.00	0.00	440.00	0.00	1,391.00	0.00
Holiday/Sick/Vacation/Funeral Leave Monthly Total		426.50	0.00	249.25	0.00	675.75	0.00	3,726.90	0.00

Equipment Use:

6212	Equipment/Vehicle Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Equipment Use Monthly Total		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Total Hours Worked		1,366.50	43.25	1,269.25	178.75	2,635.75	222.00	24,542.40	1,257.25
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WATER DEPARTMENT EQUIPMENT USE

EQUIPMENT USAGE	Jan-24		TOTAL USAGE	
	MILEAGE	HOURS	MILEAGE	HOURS
# 4 2002 Freightliner Dump Tuck	94.0		74582.0	
# 40 Sewer Machine		0.0		544.2
# 42 1984 Homelite Trash Pump		0.0		1251.9
# 82 1992 UMC Sewer Van	8.0		90265.0	
# 83 2012 Vac Trailer (Feb 2013 Water Dept reporting now; not Elec Dept)		0.0		475.3
# 87 2010 Chevy 1/2 Ton	951.0		77995.0	
# 206 2018 Chevy 1/2 Ton (added 11/29/2017; Matt Rusch reporting as of 08/2022)	1049.0		66649.0	
# 207 2018 New Holland Skid Loader (Purchd 07/02/2018)		9.7		1067.7
# 208 2018 Case Backhoe (Purchd 05/21/2018; Transferred to Street Dept June 2021)				
# 210 2019 Polaris Ranger UTV (Purchd 05/21/2019; Used by Water/Street/Electric/Cemetery)		1.1		297.1
#211 2019 Chevy Silverado 3/4 Ton Pickup (Purchd 08/29/2019)	545.0		45285.0	
#212 2020 Skag Turf Tiger Riding Mower (Purchd 04/01/2020)		0.0		409.0
#213 2021 57-5 Kubota Excavator (Purchd 06/24/2021)		7.2		473.2
#214 2022 Chevy Silverado 3500 Pickup	666.0		13350.0	
#215 2014 International Vac Truck		9.0		9650.0
WELL PERFORMANCE REPORT		75 H.P. WELL #3	125 H.P. WELL #4	
1. Static Level-Average		356 FT		362 FT
2. Pumping Level		406 FT		377 FT
3. Drawdown		50 FT		15 FT
4. G.P.M.		433		730
5. Total Hours Pumping		12.0		0.0
WELL PERFORMANCE REPORT		125 H.P. WELL #6		
1. Static Level-Average		368 FT		
2. Pumping Level		383 FT		
3. Drawdown		15 FT		
4. G.P.M.		730		
5. Total Hours Pumping		463.1		
WATER		Jan-24	Dec-23	
1. Monthly Well Water Processed (Raw Water #3, #4 & #6)		10,882,000.0		11,517,000.0
2. Total Well Water Process Apr 2022 - Mar 2023				
3. Monthly Recycled Water Processed	0's due to to water	0.0	0's due to to water	0.0
4. Total Recycled Water Processed Apr 2022 - Mar 2023		0.0		0.0
5. Total Water Processed for Month		10,882,000.0		11,517,000.0
6. Average Daily Processed (gallons)		351,032.3		371,516.1
a. High Day Raw Water (gallons)		484,000.0		456,000.0
b. Low Day Raw Water (gallons)		239,000.0		286,000.0
7. Total Water Processed Apr 2023 - Mar 2024 (gallons)		121,658,000.0		110,776,000.0
8. Finished Water to Towers for Month (gallons)		11,090,000.0		7,550,000.0
9. Finished Water to Towers Apr 2023 - Mar 2024 (gallons)		101,291,000.0		90,201,000.0
NORTHEAST LAGOON PERFORMANCE		Jan-24	Dec-23	
1. Influent BOD (MG/L)				
2. Effluent BOD (MG/L)				
3. % BOD Removal				
4. Influent Suspended Solids (MG/L)				
5. Effluent Suspended Solids (MG/L)				
6. % Suspended Solids Removal				
7. Effluent Discharge to Creek (gallons)		NO		NO
8. Monthly Gallons Treated (see note below)	See note below	0.0	See note below	0.0
9. Yearly Gallons Treated Apr 2023 - Mar 2024		90,529,300.0		90,529,300.0
10. Monthly Irrigation Water Pumped		17,279,300.0		17,279,300.0
11. Yearly Irrigation Water Pumped Apr 2023 - Mar 2024		17,279,300.0		17,279,300.0
NORTHWEST LAGOON PERFORMANCE		Jan-24	Dec-23	
1. Influent BOD (MG/L)				
2. Effluent BOD (MG/L)				
3. % BOD Removal				
4. Influent Suspended Solids				
5. Effluent Suspended Solids				
6. % Suspended Solids Removal				
7. Effluent Discharge to Creek (gallons)		NO		NO
8. Monthly Gallons Treated (see note below)	See note below	0.0	See note below	0.0
9. Yearly Gallons Treated Apr 2022 - Mar 2023		12,300,000.0		12,300,000.0
10. Monthly Irrigation Water Pumped		0.0		0.0
11. Yearly Irrigation Water Pumped Apr 2022 - Mar 2023		0.0		0.0

WATER DEPARTMENT EQUIPMENT USE

FARMER PUMPING TOTALS	Jan-24	
	Hours	Gallons
1. Bowne		
2. Sims		
3. Benoit		
4. Benoit 2		
5. Rhodes		
6. Douglass Farm		
7. City Upper Basin		
8. City Lower Basin		

Dec-23	
Hours	Gallons

STREET EQUIPMENT USE

	Jan-24			Apr 2023 - Mar 2024 Totals	
EQUIPMENT USE	MILEAGE	HOURS		MILEAGE	HOURS
#1 - 1989 John Deer 670B Motor Grader		2.0			14.0
#10 - 2008 1-Ton Chevrolet	368.0			981.0	
#15 - 1990 Case Model 1550 Long Track Dozer		0.0			17.0
#25 - 2023 Chevy Pickup Silverado 4x4	499.0			5,244.0	
#76 - 2008 International Dump Truck	113.0			1,883.0	
#77 - 2013 International Dump Truck	512.0			2,035.0	
#81 - 2009 John Deere Tractor w/Mower		1.0			172.0
#91 - 2015 Chevy 3/4 Ton Pickup (Purchd 05/21/2014)	284.0			4,253.0	
#104 - 2016 White International Dump Truck (Purchd 11/03/2016)	436.0			1,106.0	
#123 - 2015 John Deere 524 Wheel Loader (Purchd 04/20/2015)		56.0			349.0
#124 - TYMCO 435 Regenerative Air Sweeper (Purchd 08/2020)		5.0			132.0
# 208 2018 Case Backhoe (Purchd 05/21/2018; Transferred to Street Dept June 2021)		9.0			44.0

ELECTRIC EQUIPMENT USE

EQUIPMENT USE	Jan-24		APR 2023 - MAR 2024 TOTALS	
	MILEAGE	HOURS	MILEAGE	HOURS
#26 - F-550 Aerial Altec Bucket Truck		9.0		73.0
#27 - 2009 Ford F-550 w/Altec AT40M Aerial Lift Device		6.0		267.0
#29 - 2001 Ford Altec		11.0		137.0
#34 - 2000 Chevrolet 1 Ton Truck	0.0		5.0	
#38 - 2010 Chevy Pickup 3/4-Ton w/Tool Bed	327.0		8992.0	
#75 - 2008 Kubota Mini Ex		1.9		71.9
#84 - 2011 Bobcat A770		0.0		0.0
#88 - 2012 Altec DC1317 Series Chipper		0.0		2.8
#332 - 2017 Chevy Pickup 1/2 Ton w/Tool Box	0.0		1532.0	
#333 - 2018 Digger Derrick Truck w/Altec DM47B Boom (yes tracking in hours).		7.0		115.0
#334 - 2019 Ditch Witch Trencher Model RT (yes tracking in hours).		0.0		5.0
#335 - 2022 Kubota Track Loader SVL75-2HFWC		10.0		81.0

ACCOUNTS PAYABLE OVER \$1250
February 12, 2024

Ameren (Heating)	\$ 4,748.34
ARKANSAS ELECTRIC (TRANSFORMERS)	\$ 29,100.00
AXON ENTERPRISE (BODY CAM)	\$ 6,792.00
BARCO (SIGN POSTS)	\$ 2,083.40
Dayne's Waste Disposal (Monthly Trash Charges)	\$ 41,177.09
FORWARDSLASH (IT SERVICES)	\$ 5,569.47
MCKNIGHT TIRE (STREET DEPT)	\$ 1,713.98
MFA Oil (Fuel)	\$ 8,480.84
Nextera (Wholesale Energy Wire Transfer)	\$ 162,466.91
UMB Bank (Combined WW & Sewerage Bond DNR Admin Fees & Misc Exp)	\$ 12,631.24
UMB Bank (Combined WW & Sewerage Bond DNR Admin Fees & Misc Exp)	\$ 6,610.23
Wilkerson Bros Quarry	\$ 1,930.08
TOTAL:	\$ 283,303.58

ADDED AFTER GGFC MEETING

FIVE OAKS ASSOCIATES (PD DOORS)	\$ 5,900.00
MO DEPT OF REVENUE (SALES TAX)	\$ 10,666.53
MFCCIP (CANCER INSURANCE COVERAGE)	\$ 1,873.00
MJMEUC (Capacity) Wire Transfer	\$ 62,038.84
PVS DX, INC (CHLORINE)	\$ 1,171.57
MPUA (DUES/ APPRENTICESHIPS)	\$ 15,432.00
SPECIAL ELECTION 2 (APRIL 2024)	\$ 2,728.36
UMB Bank (MAMU 08 Lease Payment) Wire Transfer	\$ 12,333.77
UNITED SYSTEMS (ITRON)	\$ 10,125.00
TOTAL:	\$ 122,269.07

GRAND TOTAL: \$ 405,572.65

Centralia WWTP Improvements

City of Centralia

Monthly Progress Report 02/12/2024

Bartlett & West Project Number: 18921.014

To: Matthew Rusch, Director, Public Works & Utilities, City of Centralia

From: Gary Davis, Project Manager; Blake Wilbers, Project Engineer, Construction Observer (Bartlett & West)

Subject: Monthly Progress Report

What we accomplished in the past month:

- Correspondence with DNR about project related items.
- Coordination with Contractors.
- Final walkthrough with DNR at locations of the project.
- Internal coordination on record drawings.
- Compiling/drafting record drawings.
- Completing documentation for closeout through DNR.
- Completing Reimbursement Request for the City.

What we plan to do:

- Continue to communicate with the City.
- Close project out.

Contract Scope changes

- None.

Schedule Status/Deliverable Status

- C&S Companies – Part 1 (Force main Contractor) – Lines are completed. Contract complete.
- Schmitt Irrigation – Part 2 (Center Pivot Contractor) – Work has been completed.
- *Remsel Excavating* – Part 3 (Earthwork Contractor) – Finished.
- Martin General Contractors Part 4 (Pumphouses' Contractor) – Finished.
- Final reimbursement request is being presented for the February Board meeting.

Input needed from Client or others

- MODNR - SRF Grant & Direct Loan Reimbursement Form #16 - signature from Mayor.

Other issues/concerns

- None.

**MISSOURI DEPARTMENT OF NATURAL RESOURCES, WATER PROTECTION PROGRAM, FAC
CLEAN WATER REIMBURSEMENT FORM
SRF GRANT AND DIRECT LOAN**

1. TYPE OF REQUEST: ____ PARTIAL ____X____ FINAL		3. PAYMENT REQUEST NUMBER: ____16____ PAGE 1 OF ____1____		
2. PROJECT NUMBER: C295860-01		4. PERIOD COVERED BY THIS REPORT: from: ____08/26/2023____ to: ____01/26/2024____		
5. RECIPIENT ORGANIZATION: CITY OF CENTRALIA, MISSOURI 114 S ROLLINS CENTRALIA, MO 65240-1367		6. LOAN TRUSTEE: UMB BANK, NA IN TRUST FOR CITY OF CENTRALIA, MISSOURI 2 S. BROADWAY, SUITE 600 ST. LOUIS, MO 63102 C295860-01		
7. ELIGIBLE PROJECT COSTS INCURRED (EXCLUDING RETAINAGE) Recipient Project Name and Number Show construction, engineering, administrative costs, etc.		Current Period	Cumulative	
A. 18921.014 - Construction Phase Eng. & Admin.		\$8,317.25	\$257,766.96	
B. Administration		\$0.00	\$0.00	
C. Legal Fees		\$0.00	\$0.00	
D. Part 3 Contractor - Remsel Excavating		\$0.00	\$700,745.00	
E. Part 2 Contractor - Schmitt Irrigation & Pump Service		\$0.00	\$876,824.67	
F. Part 1 Contractor - C&S Companies		\$0.00	\$1,517,181.15	
G. Part 4 Contractor - Martin General Contractors		\$0.00	\$1,691,112.00	
H. COI		\$0.00	\$93,082.00	
I. REFI		\$0.00	\$740,000.00	
J.				
K.				
L.				
Z. Total from continuation sheet (lines 7.M. - 7.Y.)		0.00	0.00	
AA. Eligible costs incurred to date		\$8,317.25	\$5,876,711.78	
FOR OFFICE USE ONLY	BB. TOTAL APPROVED ELIGIBLE COSTS TO DATE:		BB.	
	CC. LESS AMOUNT PREVIOUSLY APPROVED FROM SRF GRANT		CC.	
	DD. LESS AMOUNT PREVIOUSLY APPROVED FROM SRF LOAN		DD.	
	EE. AMOUNT PAYABLE TO RECIPIENT FROM SRF GRANT		EE.	
	FF. AMOUNT PAYABLE TO RECIPIENT FROM SRF LOAN		FF.	
8. CERTIFICATION: By signing this reimbursement form, I certify that to the best of my knowledge and belief: 1) Billed costs or disbursements are in accordance with the terms of the project; 2) Payment due represents the amount due which has not been previously requested; 3) An inspection has been performed; and 4) All work is in accordance with the terms of the funding agreements.		RECIPIENT:	Signature of authorized certifying official: Date signed: Typed or printed name and title:	
		DNR REVIEWER: Office Use Only	Signature of review official: Date signed: Typed or printed name and title:	

Bartlett & West

Driving Community and Industry Forward, Together.

Invoice Remittance Address
For Payments Only:
P.O. Box 653
Wichita, KS 67201-0653

601 Monroe Street, Suite 201
Jefferson City, MO 65101
573-634-3181 Fax 573-634-7904
F.E.I.N 48-0770612

Matthew Rusch
City of Centralia, MO
114 South Rollins Street
Centralia, MO 65240

October 17, 2023
Project No: 018921.014
Invoice No: 00730093664
Project Manager: Gary Davis

Project 018921.014 Centralia WWTF Const Phase

Professional Services from August 26, 2023 to September 29, 2023

Professional Services

	Hours	Rate	Amount
Engineer VIII	.70	207.00	144.90
Engineer V	2.20	167.00	367.40
Engineer I	12.25	120.00	1,470.00
Engineering Tech I	10.50	80.00	840.00
Totals	25.65		2,822.30
Total Labor			2,822.30

Unit Billing

Company Vehicle Mileage - 111 miles @ \$0.69/mile	76.59
Total Units	76.59

Billing Limits

	Current	Prior	To-Date
Total Billings	2,898.89	249,449.75	252,348.64
Limit			257,767.00
Remaining			5,418.36
Total this Invoice			\$2,898.89

Effort this month included:

Correspondence with Client
Correspondence with DNR
Reimbursement Requests for City
Calls with DNR
Site Visits to inspect Remsel's work

email: tara@centraliamo.org

Bartlett & West

Driving Community and Industry Forward, Together.

Invoice Remittance Address
For Payments Only:
P.O. Box 653
Wichita, KS 67201-0653

601 Monroe Street, Suite 201
Jefferson City, MO 65101
573-634-3181 Fax 573-634-7904
F.E.I.N 48-0770612

Matthew Rusch
City of Centralia, MO
114 South Rollins Street
Centralia, MO 65240

November 14, 2023
Project No: 018921.014
Invoice No: 00730094155

Project Manager: Gary Davis

Project 018921.014 Centralia WWTF Const Phase

Professional Services from September 30, 2023 to October 27, 2023

Professional Services

	Hours	Rate	Amount
Engineer VIII	.60	207.00	124.20
Engineer V	.30	167.00	50.10
Engineer I	10.50	120.00	1,260.00
Totals	11.40		1,434.30
Total Labor			1,434.30

Billing Limits	Current	Prior	To-Date
Total Billings	1,434.30	252,348.64	253,782.94
Limit			257,767.00
Remaining			3,984.06

Total this Invoice \$1,434.30

Effort this month included:

Correspondence with Client
Correspondence with DNR
Reimbursement Requests for City
Calls with DNR
DNR inspection onsite

email: tara@centraliamo.org

Bartlett & West

Driving Community and Industry Forward, Together.

Invoice Remittance Address
For Payments Only:
P.O. Box 653
Wichita, KS 67201-0653

601 Monroe Street, Suite 201
Jefferson City, MO 65101
573-634-3181 Fax 573-634-7904
F.E.I.N 48-0770612

Matthew Rusch
City of Centralia, MO
114 South Rollins Street
Centralia, MO 65240

January 16, 2024
Project No: 018921.014
Invoice No: 00730095213

Project Manager: Gary Davis

Project 018921.014 Centralia WWTF Const Phase

Professional Services from November 25, 2023 to December 29, 2023

Professional Services

	Hours	Rate	Amount
Engineer V	1.30	167.00	217.10
Engineer I	7.00	120.00	840.00
Engineering Tech I	1.00	80.00	80.00
Totals	9.30		1,137.10
Total Labor			1,137.10

Billing Limits	Current	Prior	To-Date
Total Billings	1,137.10	253,782.94	254,920.04
Limit			257,767.00
Remaining			2,846.96

Total this Invoice \$1,137.10

Effort this month included:

Correspondence with Client
Correspondence with DNR
Calls with DNR
Closeout Documents From DNR
Coordination with all Contractors on Closeout documents
Record Drawings/Drafting
Completing SOWC

email: tara@centraliamo.org

Bartlett & West

Driving Community and Industry Forward, Together.

Invoice Remittance Address
For Payments Only:
P.O. Box 653
Wichita, KS 67201-0653

601 Monroe Street, Suite 201
Jefferson City, MO 65101
573-634-3181 Fax 573-634-7904
F.E.I.N 48-0770612

Matthew Rusch
City of Centralia, MO
114 South Rollins Street
Centralia, MO 65240

February 13, 2024
Project No: 018921.014
Invoice No: 00730095752

Project Manager: Gary Davis

Project 018921.014 Centralia WWTF Const Phase

Professional Services from December 30, 2023 to January 26, 2024

Professional Services

	Hours	Rate	Amount	
Engineer VII	2.50	196.00	490.00	
Engineer V	.20	175.00	35.00	
Engineer III	2.75	155.00	426.25	
Engineering Tech IX	6.50	173.00	1,124.50	
Engineering Tech VII	1.00	142.00	142.00	
Engineering Tech II	18.50	102.00	1,887.00	
Engineering Tech I	4.75	95.00	451.25	
Totals	36.20		4,556.00	
Total Labor				4,556.00

Billing Limits	Current	Prior	To-Date	
Total Billings	4,556.00	254,920.04	259,476.04	
Limit			257,767.00	
Adjustment				-1,709.04
		Total this Invoice		\$2,846.96

Effort this month included:

Correspondence with Client
Correspondence with DNR
Calls with DNR
Completing Record Drawings

email: tara@centraliamo.org

APPENDIX A

PROJECT SERVICES
AGREEMENT

#002

BETWEEN

MPUA RESOURCE SERVICES CORPORATION

("MPUA RSC")

AND

The City of Centralia, Missouri

PROJECT SERVICES AGREEMENT #002

Project Services Order

Services Recipient: The City of Centralia, Missouri

Address:

Telephone:

Email:

General Description of Electric Line Services requested: Part-time services of a qualified and certified journeyman lineman to provide supervision of ongoing maintenance and repair of existing city infrastructure.

Order Date:

Ordered By: (Individual's name)

Telephone:

Acceptance Date:

Accepted By: Kevin Thornton

Telephone: 573-808-3686

Date Services are to be Provided: _____ to the date the City of Centralia is able to hire a permanent qualified and certified journeyman lineman or until the City of Centralia no longer desires the requested services be provided.

Personnel/Equipment needed and cost pursuant to attached Exhibit 1 and Required Insurance for each Party pursuant to attached Exhibit 2:

Terms and Conditions

This Project Services Agreement is made expressly subject to the Master Services Agreement ("MSA") dated 5/26/2022 by and between MPUA Resources Services Corporation ("MPUA RSC") and The City of Centralia, Mo. ("Services Recipient"). MPUA RSC and Services Recipient acknowledge that the MSA was entered into on each Party's behalf and agree to be bound thereby with respect to this Project Services Agreement. THIS PROJECT SERVICES AGREEMENT MAY NOT AMEND, MODIFY OR CHANGE THE MSA. IN THE EVENT OF A CONFLICT OR INCONSISTENCY BETWEEN THE TERMS AND CONDITIONS OF THE MSA AND THIS PROJECT SERVICES AGREEMENT OR ANY CHANGE ORDER(S), THE TERMS AND CONDITION OF THE MSA SHALL GOVERN AND CONTROL.

Jury Trial Waiver and Attorneys' Fees. Services Recipient and MPUA RSC hereby waive a trial by jury in any action, proceeding or counterclaim brought by either of the Parties hereto against the other in respect of any matter arising out of or in connection with any issue arising out of or from the MSA or this Project Services Agreement. Further, in any dispute arising from the MSA or this Project Services Agreement, each Party shall be responsible for its own attorneys' fees and costs resulting therefrom.

Both Parties acknowledge the inherent danger of individuals working on and around utility facilities and that the work contemplated by this Project Services Agreement entails repair and maintenance of such utility facilities. MPUA RSC and Services Recipient each acknowledge

that this Project Service Agreement is for electric line services to be rendered by qualified employees of MPUA RSC or qualified subcontractor(s). Further, anytime electric line services are actively being provided by MPUA RSC, MPUA RSC shall have a certified/journeyman lineman present on site.

This Project Services Agreement may be amended, modified, or changed only by a written amendment that is signed by an authorized representative of each Party. MPUA RSC expressly disclaims any unsigned amendments, alterations, or modifications to this Project Services Agreement.

Compensation. In consideration for MPUA RSC's performance of the services specified herein, Services Recipient shall pay MPUA RSC an amount equal to the sum of the following amounts in connection with the performance of services:

- a. The amount incurred by MPUA RSC for direct labor costs, (see Exhibit 1 attached hereto); plus
- b. A reasonable usage fee for the use of any equipment provided by MPUA RSC, (see Exhibit 1 attached hereto); plus
- c. The actual amount incurred by MPUA RSC for any verifiable incidental materials provided by MPUA RSC, or other direct costs applicable to the services rendered; plus
- d. All indirect expenses of MPUA RSC allocatable to the services rendered; plus
- e. The actual amount paid to any Approved Subcontractor for services performed (without duplication of amounts paid under any of clauses (a), (b), (c), or (d); (collectively, the "Compensation").
- f. Only as to municipal entities that are not members of the Missouri Association of Municipal Utilities ("MAMU"), an additional fifteen percent (15%) adder to the aforementioned Compensation.
- g. Only as to for-profit and electric cooperative entities, an additional twenty-five percent (25%) adder to the aforementioned Compensation.

Any cost of MPUA RSC, or of any approved subcontractor must be reasonable, supported by proper documentation and in accordance with Good Utility Practice¹. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that any consideration for services must be just and reasonable.

Acceptance by MPUA RSC of this Project Services Agreement may be accomplished by delivery to the Services Recipient of a signed Project Services Agreement or by commencement of any work provided for in this Project Services Agreement.

Either Party may suspend or terminate this Project Services Agreement with written notice. Such notice of suspension or termination of the Project Services Agreement shall be given by Services Recipient to MPUA RSC not less than ten (10) days prior to the effective date of suspension or termination and notice of suspension or termination of this Project Services Agreement shall be

¹ To be clear, Good Utility Practices, as used herein, shall have the same meaning as "Usual Utility Practice" and/or "Prudent Utility Practice" as defined in the Master Services Agreement.

given by MPUA RSC to Services Recipient not less than ten (10) days prior to the effective date of suspension or termination. In the event of a suspension or termination Services Recipient shall compensate MPUA RSC within the next billing cycle for all outstanding costs and reimbursable expenses incurred for work completed as of the date of written notice of suspension or termination.

BINDING SIGNATURES – ALL REQUIRED PRIOR TO BEGINNING WORK

Authorized MPUA RSC Representative
Date _____

Authorized Services Recipient Representative
Date _____

EXHIBIT 1
PROJECT SERVICES AGREEMENT No. ____

FEE SCHEDULE: Any Project Services Agreement may require personnel and equipment outside the defined list. The necessity to use such personnel and equipment, and the associated cost shall be provided to Services Recipient prior to assignment for approval by Services Recipient. The following list defines the most common list of labor classifications and equipment anticipated by MPUA RSC. MPUA RSC may change the rate per hour for personnel and equipment with sixty (60) days written notice. Changed rates take effect sixty (60) days after notice is given. Rates for travel will be billed at 75% of the normal hourly rate.²

PERSONNEL:

1. Crew Supervisor	\$102.90 per hour
2. Journey Level Lineworker	\$ 96.60 per hour
3. 4 th Year Apprentice Lineworker	\$ 91.77 per hour
4. 3 rd Year Apprentice Lineworker	\$ 86.94 per hour
5. 2 nd Year Apprentice Lineworker	\$ 82.11 per hour
6. 1 st Year Apprentice Lineworker	\$ 77.28 per hour

OVERTIME: All Personnel hours worked over forty (40) hours within a seven (7) day week are paid Overtime of one and a half (1.5) times the normal hourly rate. All Personnel hours worked over 40 hours within a seven (7) day week that occur on Sundays, holidays, any hours worked over sixteen (16) hours in a twenty-four (24) hour day, and in emergency conditions, as determined by the MPUA RSC, shall mean extraordinary conditions such as heavy snow or ice accumulations, flooding, or tornado damage that endanger life or property AND significantly effect the normal operations of the Services Recipient's utility services shall be paid Special Overtime of two (2) times the normal hourly rate.

In addition, all hours worked in non-emergency inclement weather conditions, within the 40 hours of the seven (7) day week, are paid Overtime at one and a half (1.5) times the normal hourly rate, pursuant to the MPUA RSC Electric Line Services policy and with approval of Services Recipient.

EQUIPMENT: MPUA RSC shall furnish tools and equipment as needed to complete the Project Services Agreement.

1. 40' Bucket Truck	\$ 27.83 per hour
2. 55' Bucket Truck	\$ 27.93 per hour
3. 48' Digger Derrick	\$ 31.50 per hour

² Pursuant to the MSA and this Project Services Agreement, as to non-MAMU members there is an additional fifteen percent (15%) adder to the Compensation, and as to for-profit and electric cooperatives there is an additional twenty-five percent (25%) adder to the Compensation.

Updated 10-31-23

4. Underground Puller	\$ 24.15 per hour
5. Pole Trailer	\$ 7.88 per hour
6. Wire Puller	\$ 26.25 per hour
7. Wire Tensioner	\$ 32.03 per hour
8. Pickup Truck	\$ 12.60 per hour

MATERIAL:

EXHIBIT 2
PROJECT SERVICES AGREEMENT No. ____

Insurance Requirements

MPUA RSC represents that it now carries, and agrees it will continue during the Term of this Agreement to carry the following insurance:

Coverage:	Limits of Liability:
♦ Workers' Compensation	Statutory
♦ Employer's Liability	\$1,000,000 each occurrence
♦ Commercial General Liability (including Blanket Contractual Liability Insurance): Bodily Injury	\$2,000,000 each person \$2,000,000 each occurrence \$3,000,000 aggregate
Property Damage Broad Form Property Damage (including Personal Injury)	\$2,000,000 each occurrence \$2,000,000
♦ Automobile Liability: Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence \$1,000,000 aggregate
Property Damage Combined single limit Owned, non-owned, leased, and hired when auto used in performance of Work	
• Excess Liability: (covering Employer's Liability, Comprehensive General Liability, and Business Auto Liability	\$3,000,000 combined single limit or bodily injury and property damage in all areas where Work is performed

Prior to the commencement of any Work, certificates of all insurance provided by MPUA RSC shall be furnished to Services Recipient. Such copies of certificates shall include the following:

- (a) name of insurance company, policy number and expiration date;
- (b) the coverage required and the limits on each, the amount of deductibles or self-insured retentions shall be for the account of MPUA RSC;

(c) a statement indicating that Services Recipient shall receive written notice of cancellation of any of the policies which may affect Services Recipient's interests;

(d) to the extent of MPUA RSC's indemnity obligations herein, MPUA RSC's policies shall be primary and not contributory; and

(e) a statement confirming that Services Recipient has been named as additional insureds (except for Workers' Compensation) on all policies. Additional Insured status is provided pursuant and subject to ISO Endorsement Form CG 20 10 04 13 and/or CG 20 37 04 13 or equivalent forms for policies other than Commercial General Liability. Services Recipient shall be named as additional insureds only to the extent of MPUA RSC's negligence in and during the performance of Work, to no greater extent than is necessary to provide insurance coverage for the covered indemnity obligations expressly assumed by MPUA RSC under the Master Services Agreement and this Project Services Agreement, it being the express intent and understanding of the parties that the insurance and indemnity obligations under this Project Services Agreement are dependent upon one another and are not separate and distinct.

Matthew Rusch
Public Works & Utilities Director
mrusch@centraliammo.org
www.centraliammo.org



114 S Rollins
Centralia, MO 65240
Ph. (573) 682-2139
Fax (573) 682-5956

February 16, 2024

Centralia, MO 65240

RE: Intersection of Sneed St. & Rollins St.

Dear: City of Centralia Board of Aldermen

We have reviewed and discussed with our street supervisor Phil Hoffman on adding additional stop signs at the intersection of Sneed & Rollins St for the West and East bound lanes. By doing this, it will allow the traffic surrounding the city square to maintain consistency at all four corners. As we continue to grow our downtown business district and hold more events located at our city square, adding the additional stop signs will also create another safe crosswalk location for our citizens and attendees with vehicles having to come to a complete stop. It is my recommendation that we move forward with the process of adding the signage to make the intersection of Sneed and Rollins Street a four-way stop.

We have requested input from Chief Hatton on any disruption with law enforcement work or response to any emergency. After the discussion, Chief Hatton stated he did not see any issue with installing the signage creating a four-way stop.

Feel free to contact me at mrusch@centraliammo.org or 573-682-2139 should you have any questions.

Sincerely,

Matthew Rusch
Director of Public Works & Utilities

To: City Administrator Tara Strain, Mayor Chris Cox and City Aldermen

From: Chief Harlan Hatton

Re: Adding Stop Sign at Sneed St./Rollins St.

Date: 01.22.2024

There has been discussion of adding a stop signs to the Intersection of Sneed Street and Rollins Street. Additional stop signs would be added to the west bound lane as well as the east bound lane of the intersection. This addition would make the intersection a four-way stop (currently only north and south bound lanes stop) and would be consistent with the other intersections on the town square.

From a safety point of view, it can't hurt. This will not interfere with police department vehicles for parking or emergency response. I often see motorist stopping at the intersection out of habit anyway. My overall opinion is that adding the sign will not cause any issues.

The police department will have a period of time, where we will not penalize drivers if they fail to stop at the newly added stop sign. However, if an accident occurs we will handle it appropriately.

Respectfully,

A handwritten signature in black ink, appearing to be 'HH 5109', written over a faint circular stamp.

Chief Harlan Hatton

Current Situation

2 Sharp 4070	\$487.37
Includes 15800 B&W and 500 Color	
Additional Average Color Usage	\$156.81
AMV of 10000 B&W and 3200 Color	
	<u>\$644.18</u>

Proposed Solution 1

Sharp 70C55 and Sharp 70C45	\$615.36
Includes 10000 B&W and 3200 Color per month	
Additional usage invoiced at .0082 and .0575	
Monthly Savings	\$28.81

Proposed Solution 2

Sharp 70C55 and Sharp 70C36	\$600.38
Includes 10000 B&W and 3200 Color per month	
Additional usage invoiced at .0082 and .0575	
Monthly Savings	\$43.80



1/22/2024

PROPOSAL FOR:

CITY OF CENTRALIA
TARA STRAIN

Prepared by:

John Knipfel
Technology Advisor
John.knipfel@marconet.com | 573.289.2702



Managed Services



Copiers & Printers



Audio Visual



Business IT Services

Marco recommends the following for your consideration:

RECOMMENDED PRINT SOLUTION - ADMINISTRATION

ITEM	DESCRIPTION	QUANTITY
	KONICA BIZHUB C550i COLOR MFP	1

Specifications

- 55 Black and White and **Color** Pages Per Minute
- 300 Sheet Single Pass Duplexing Automatic Document Feeder
- Reduction Enlargement Capabilities Automatic Duplexing
- Network Printing – Postscript and PCL
- Network Scanning / Scan to E-Mail
- 50 Sheet Inner Finisher
- Fax
- Up to 12" x 18" Paper
- (1) 100 Sheet Bypass Tray
- (4) 500 Sheet Paper Tray



RECOMMENDED PRINT SOLUTION - POLICE

ITEM	DESCRIPTION	QUANTITY
	KONICA BIZHUB C450i COLOR MFP	1

Specifications

- 45 Black and White and **Color** Pages Per Minute
- 300 Sheet Single Pass Duplexing Automatic Document Feeder
- Reduction Enlargement Capabilities Automatic Duplexing
- Network Printing – Postscript and PCL
- Network Scanning / Scan to E-Mail
- 50 Sheet Inner Finisher
- Fax
- Up to 12" x 18" Paper
- (1) 100 Sheet Bypass Tray
- (4) 500 Sheet Paper Tray





LEASE & MAINTENANCE

Marco’s maintenance includes service, supplies, parts, labor, travel, help desk and supply freight. Excludes staples and paper.

- **60 Month FMV Lease with Maintenance** **\$568.00/Month**
 - Includes 10,000 b/w prints per month
 - B/W overages, if any, billed at \$0.0072/print
 - Includes 3,200 color prints per month
 - Color overages, if any, billed at \$0.04795/print
 - Overages, if any, billed quarterly

DELIVERY, INSTALLATION, INITIAL SUPPLIES AND INITIAL TRAINING

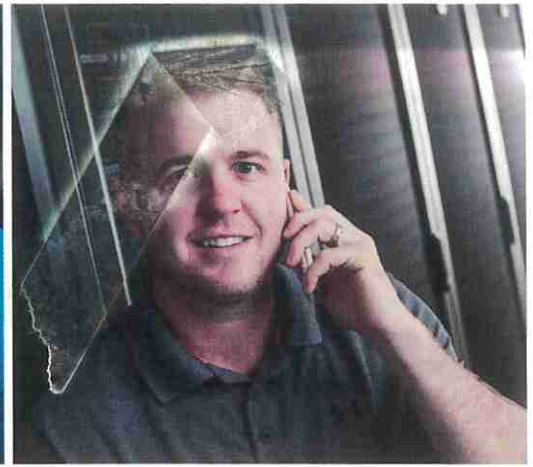
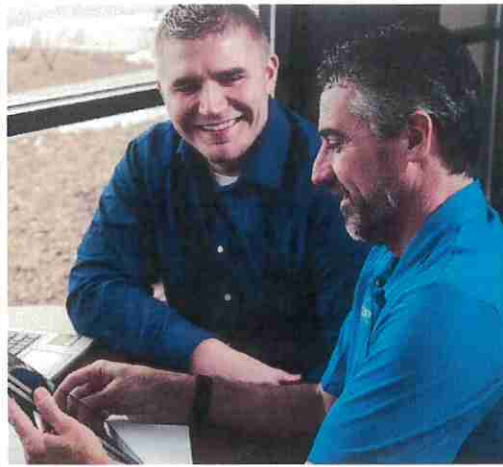
Delivery, Installation, Initial Supplies & Initial Training Included

*Sales and personal property tax will not be billed.
Prices quoted are subject to change and should be verified before placing your order.*

Accepted by:_____ Date:_____

By signing this proposal, you are authorizing Marco Technologies LLC to order, install and invoice the above listed equipment.





COPIER/PRINTER RECOMMENDATION

A Proposal for:

Client Name: Tara Strain
Company Name: City of Centralia
Address: Centralia, MO

Phone:

Email:

Date: Monday, January 22, 2024

Expiration Date: Friday, February 16, 2024

Prepared By:

Technology Advisor: John Knipfel
Phone: 800.892.8548
Email: john.knipfel@marconet.com
Web: www.marconet.com

taking technology further

MANAGED SERVICES
CLOUD SERVICES
BUSINESS IT SERVICES
CARRIER SERVICES
COPIERS & PRINTERS



marconet.com Page 50



RECOMMENDED PRINT SOLUTION - ADMINISTRATION

ITEM	DESCRIPTION	QUANTITY
BP-70C55	SHARP – BP-70C55	1

Specifications

- 55 Black and White and **Color** Pages Per Minute
- 300 Sheet Single Pass Duplexing Automatic Document Feeder
- Reduction Enlargement Capabilities
- Automatic Duplexing
- Network Printing – Postscript and PCL
- Network Scanning / Scan to E-Mail
- Pull-out keyboard
- 50 Sheet Inner Finisher
- Fax
- Up to 12" x 18" Paper
- (1) 100 Sheet Bypass Tray
- (4) 550 Sheet Paper Tray

**RECOMMENDED PRINT SOLUTION - POLICE**

ITEM	DESCRIPTION	QUANTITY
BP-70C45	SHARP – BP-70C45	1

Specifications

- 45 Black and White and **Color** Pages Per Minute
- 100 Sheet Single Pass Duplexing Automatic Document Feeder
- Reduction Enlargement Capabilities Automatic Duplexing
- Network Printing – Postscript and PCL
- Network Scanning / Scan to E-Mail
- Pull-out keyboard
- 50 Sheet Inner Finisher
- Fax
- Up to 12" x 18" Paper
- (1) 100 Sheet Bypass Tray
- (4) 550 Sheet Paper Tray



LEASE & MAINTENANCE

Marco's maintenance includes service, supplies, parts, labor, travel, help desk and supply freight. Excludes staples and paper.

- **60 Month FMV Lease with Maintenance** **\$578.00/Month**
 - Includes 10,000 b/w prints per month
 - B/W overages, if any, billed at \$0.0075/print
 - Includes 3,200 color prints per month
 - Color overages, if any, billed at \$0.05/print
 - Overages, if any, billed quarterly

DELIVERY, INSTALLATION, INITIAL SUPPLIES AND INITIAL TRAINING

Delivery, Installation, Initial Supplies & Initial Training Included

Sales and personal property tax will not be billed.

Prices quoted are subject to change and should be verified before placing your order.

Accepted by: _____ Date: _____

By signing this proposal, you are authorizing Marco Technologies LLC to order, install and invoice the above listed equipment.

A BILL TO CREATE AN ORDINANCE ENTITLED:

“AN ORDINANCE AMENDING SECTION 2-1, SUBSECTION 19-L, OF THE CENTRALIA CITY CODE, BEING THE CITY OF CENTRALIA WRITTEN POLICY CONCERNING MEETINGS, RECORDS, AND VOTES IN REGARD TO THE STATE OPEN MEETINGS AND RECORDS LAW.”

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

SECTION 1. Section 2-1 of Subsection 19-L of the Centralia City Code is hereby changed, altered and amended so as to read as follows:

L. Except as provided below, the charges shall be as follows: ~~Five cents (\$0.05) per page (for paper copies not larger than nine (9) inches by fourteen (14) inches), for duplication costs; ten dollars (\$10.00) per hour (prorated by quarters of an hour) for document searches by City employees; and ten dollars (\$10.00) per hour (prorated by quarters of an hour) for providing access to the specialized public records described above in this paragraph and for programming, if necessary, with copies of such items being twenty five cents (\$0.25) per item or page or one dollar (\$1.00) plus the actual cost of blank media for tape or computer disks.~~ **Ten cents (\$.10) per page (for paper copies not larger than nine (9) inches by fourteen (14) inches), for duplication costs; ten dollars (\$10.00) per hour (prorated by quarters of an hour) for document searches by City employees; and ten dollars (\$10.00) per hour (prorated by quarters of an hour) for providing access to the specialized public records described above in this paragraph and for programming, if necessary, with copies of such items being twenty five cents (\$0.25) per item or page or one dollar (\$1.00) plus the actual cost of blank media for tape or computer disks. with the hourly fee for duplicating time not to exceed the average hourly rate of pay for clerical staff of the public governmental body. Research time required for fulfilling records request may be charged at the actual cost of research time. Based on the scope of the request, the public governmental body shall produce the copies using employees of the body that result in the lowest amount of charges for search, research, and duplication time. Prior to producing copies of the requested records, the person requesting the records may request the public governmental body to provide an estimate of the cost to the person requesting the records. Documents may be furnished without charge or at a reduced charge when the public governmental body determines that waiver or reduction of the fee is in the public interest because it is likely to contribute significantly to public understanding of the operations or activities of the public governmental body and is not primarily in the commercial interest of the requester;** Fees for maps, blueprints or plats that require special expertise to duplicate may include the actual rate of compensation for the trained personnel required to duplicate such maps, blueprints or plats. If programming is required beyond the customary and usual level to comply with a request for records or information, the fees for compliance may include the actual costs of such programming. Documents may be copied, documents may be searched for by City employees and access may be provided, without charge, under the following circumstances:

1. Single copies of ordinances and regulations may be provided without charge to any person, upon request, to enable said person to comply with said ordinances and regulations. Single copies of ordinances and regulations may be provided without charge to another governmental entity upon request.
2. Copies of documents may be provided without charge in compliance with or incident to fulfillment of a contract obligation, when the City of Centralia is a party to said contract.
3. Copies of documents may be provided without charge to any person, organization or governmental entity when the official or employee of the City of Centralia who is dealing with said person, organization or governmental entity determines that providing said documents is in the public interest:
 - (a) In furthering a common purpose; or
 - (b) In performing an activity desired by the City of Centralia; or
 - (c) In achieving a result desired by the City of Centralia; or
 - (d) Because it is likely to contribute significantly to public understanding of the operations or activities of the City and is not primarily in the commercial interest of the requester.
4. Copies of documents may be provided without charge when required to be provided incident to any legal proceeding involving the City of Centralia.
5. Single copies of the agenda of any future meeting of any board, committee or commission of this municipality may be provided to any person, upon request.
6. No charge shall be made for copies of documents, document searches or access provided when the requester is an official or employee of the City of Centralia and the request is pursuant to official City business

The person requesting the public records may request the custodian to provide an estimate of the cost to copy the public records, before the City produces the copies. Unless prior written consent is given by the custodian, payment shall be made before or at the time public records

are duplicated. At any time, the custodian may require that advance payment be made before public records are duplicated, including when the number of public records being requested to be duplicated is large. With written consent of the custodian, payment for duplication costs may be made by the requester on a date after duplication has been performed. Payment for document searches by City employees, for providing access to the specialized public records and for programming shall be made upon completion of the search, upon the completion of providing access and/or completion of the programming.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval.

Read two times by title only and PASSED by the Board of Aldermen and APPROVED by the Mayor this the 20th Day of February 2024.

Alderman Wilkins:
Alderman Hudson:
Alderman Cox:

Alderman Deckerd:
Alderman Rodgers:
Alderman Magley:

Chris Cox, Mayor

ATTEST:

Marilyn Dick, City Clerk

BILL NO.:

ORDINANCE NO:

A BILL TO CREATE AN ORDINANCE ENTITLED:

AN ORDINANCE GRANTING A FRANCHISE TO BRIGHTSPEED BROADBAND, LLC, F/K/A CENTURYTEL BROADBAND SERVICES, LLC, ON BEHALF OF ITSELF AND ITS OPERATING AFFILIATES (“BRIGHTSPEED”) TO OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM (“THE SYSTEM”) IN THE CITY OF CENTRALIA, MISSOURI (“THE CITY”).

The City hereby ordains that it is in the public interest to grant Brightspeed a Franchise to operate the System pursuant to the terms and conditions contained herein.

SECTION 1. Grant of Franchise. The City hereby grants to Brightspeed the right, privilege and authority to construct, install, maintain, operate, upgrade, replace, renovate, adjust, protect, support, raise, lower, disconnect, remove and relocate its cables, poles, pedestals, boxes, wires, conduits, conductors, pipes and related appurtenances (“Facilities”) for its System in, under, along, over and across the present and future streets, alleys and public ways of the City (“Public Ways”), for the purpose of providing telecommunication services to the City’s inhabitants and businesses.

SECTION 2. Acceptance by Brightspeed. Within sixty (60) days after the passage of this Ordinance by the City, Brightspeed shall file a signed copy thereof with the City Recorder, otherwise the Ordinance and the rights granted herein shall be null and void.

SECTION 3. Term. The Term of this Franchise is fifteen (15) years commencing on the date of Acceptance by Brightspeed as set forth in Section 2, above. This Franchise will automatically renew for three additional five (5) year terms.

SECTION 4. Franchise Fee. Within sixty (60) days after the date of Brightspeed’s Acceptance of this Ordinance and until its expiration, Brightspeed will pay the City five (5) percent (%) of Brightspeed’s local exchange access service Gross Revenue (as defined in Appendix A hereto). Payment shall be made quarterly within sixty (60) days after the end of each quarter during the Term of this Franchise.

SECTION 5. Records Inspection. Brightspeed shall make available to the City, upon reasonable advance written notice of no less than sixty (60) days, such information pertinent only to enforcing the terms of this Ordinance in such form and at such times as Brightspeed can reasonably make available. Subject to applicable laws, any information that is provided to the City and/or that the City reviews *in camera* is confidential and proprietary and shall not be disclosed or used for any purpose other than verifying compliance with the terms of this Ordinance. Any such information provided to the City shall be immediately returned to Brightspeed following review. The City will not make copies of such information.

SECTION 6. Non-Exclusive Franchise. The right to use and occupy the Public Ways of the City shall be nonexclusive, and the City reserves the right to use the Public Ways for itself or any other entity. The City’s use, however, shall not unreasonably interfere with Brightspeed’s Facilities.

SECTION 7. City Regulatory Authority. The City reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties consistent with applicable federal and state law.

SECTION 8. Indemnification. The City shall not be liable for any property damage or loss or injury to or death of any person that occurs in the construction, operation or maintenance by Brightspeed of its Facilities. Brightspeed shall indemnify, defend and hold the City harmless from and against third party claims, demands, liens and all liability or damage of whatsoever kind on account of Brightspeed's use of the Public Ways. The City shall: (a) give prompt written notice to Brightspeed of any claim, demand or lien with respect to which the City seeks indemnification hereunder; and (b) permit Brightspeed to assume the defense of such claim, demand, or lien. Brightspeed shall not be subject to liability for any settlement made without its consent. Notwithstanding the other provisions contained herein, Brightspeed shall in no event be required to indemnify the City for any claims, demands, or liens arising from the negligence or wrongful actions or inactions of the City, its officials, boards, commissions, agents, contractors, and/or employees.

SECTION 9. Insurance Requirements. Brightspeed will maintain in full force and effect for the Term of the Franchise, at Brightspeed's expense, a comprehensive liability insurance policy written by a company authorized to do business in the Commonwealth of Missouri, or will provide self-insurance reasonably satisfactory to the City, protecting it against liability for loss, personal injury and property damage occasioned by the operation of the System by Brightspeed. Such insurance will be in an amount not less than \$1,000,000.00. Brightspeed will also maintain Worker's Compensation coverage throughout the term of this Franchise as required by law. The City may review the status of Brightspeed's insurance at www.Brightspeed.com/moi.

SECTION 10. Annexation. When any territory is approved for annexation to the City, the City shall within ten (10) business days provide by certified mail to Brightspeed: (a) each site address to be annexed as recorded on City assessment and tax rolls; (b) a legal description of the proposed boundary change; and (c) a copy of the City's ordinance approving the proposed annexation.

SECTION 11. Plan, Design, Construction and Installation of Brightspeed's Facilities.

11.1 All Facilities under authority of this Ordinance shall be used, constructed and maintained in accordance with applicable law.

11.2 Brightspeed shall, prior to commencing new construction or major reconstruction work in Public Ways or other public places, apply for any required permit from the City, which permit shall not be unreasonably withheld, conditioned, or delayed. Brightspeed will abide by all applicable ordinances and reasonable rules, regulations and requirements of the City consistent with applicable law, and the City may inspect the manner of such work and require remedies as may be reasonably necessary to assure compliance. Notwithstanding the foregoing, Brightspeed shall not be obligated to obtain a permit to perform emergency repairs.

11.3 To the extent practical and consistent with any permit issued by the City, all Facilities shall be located so as to cause minimum interference with the Public Ways and shall be constructed,

installed, maintained, renovated or replaced in accordance with applicable and lawful rules, ordinances and regulations of the City.

11.4 If, during the course of work on its Facilities, Brightspeed causes damage to or alters the Public Way or other public property, Brightspeed shall replace and restore such Public Way or public property at Brightspeed's expense to a condition reasonably comparable to the condition that existed immediately prior to such damage or alteration.

11.5 Brightspeed shall have the right to excavate the Public Ways subject to reasonable conditions and requirements of the City. Before installing new underground facilities or replacing existing underground facilities, each party shall first notify the other of such work in accordance with applicable law. In no event will the City be required to secure Brightspeed's permission or consent to operate or construct in the City's Public Ways. To the extent practicable under the circumstances, each party may allow the other party, at its own expense, to share a trench for laying its own facilities therein, provided that such action will not unreasonably interfere with the first party's use of the trench or unreasonably delay project completion.

11.6 Nothing in this Ordinance shall be construed to prevent the City from constructing, maintaining, repairing, or relocating its sewers, streets, water mains, sidewalks, or other public property. However, before commencing any work within a Public Way that may affect Brightspeed's Facilities, the City shall give written notice to Brightspeed in accordance with applicable law, and all such work shall be done, insofar as practicable, in such a manner as not to obstruct, injure, or prevent the free use and operation of either Party's Facilities. The two parties shall work together to ensure that all of their facilities are protected and the project is completed.

11.7 Brightspeed shall not attach to, or otherwise use or commit to use, any pole owned by City until a separate pole attachment agreement has been executed by the parties.

SECTION 12. Relocation of Facilities.

12.1 Relocation for the City. Brightspeed shall, upon receipt of advance written notice of not less than one hundred twenty (120) days, protect, adjust, support, raise, lower, temporarily disconnect, relocate or remove any Brightspeed property located in a Public Way when required by the City consistent with its police powers. Brightspeed shall be responsible for any costs associated with these obligations to the same extent as other users of the respective Public Way and as otherwise required by applicable state or federal law.

12.2 Relocation for a Third Party. Brightspeed shall, at the request of any person holding a lawful permit issued by the City, protect, adjust, support, raise, lower, temporarily disconnect, relocate or remove any Brightspeed property located in a Public Way, provided that the cost of such action is borne by the person requesting it and Brightspeed is given reasonable advance written notice. In such situation, Brightspeed may also require advance payment. For purposes of this subsection 12.2, "reasonable advance written notice" shall mean no less than thirty (30) days for a temporary relocation, and no less than one hundred twenty (120) days for a permanent relocation.

12.3 Alternatives to Relocation. Brightspeed may, after receipt of written notice requesting a relocation of Facilities, submit to the City written alternatives to such relocation. Such alternatives

shall include the use and operation of temporary transmitting facilities in adjacent Public Ways. The City shall promptly evaluate such alternatives and advise Brightspeed in writing if one or more of the alternatives are suitable. If requested by the City, Brightspeed shall promptly submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by Brightspeed full and fair consideration. In the event the City ultimately determines that there is no other reasonable alternative, Brightspeed shall relocate the components of the System as otherwise provided herein. Notwithstanding the foregoing, Brightspeed shall in all cases have the right to abandon the Facilities.

SECTION 13. Vegetation Management. Brightspeed shall have the authority to trim trees and other natural growth in the Public Ways in order to access and maintain the Facilities in compliance with applicable law and industry standards. This grant shall in no way impose a duty on Brightspeed; instead, this grant gives permission to Brightspeed should Brightspeed elect to conduct such activities from time-to-time in order to access and maintain its Facilities.

SECTION 14. Renewal. At least one hundred twenty (120) days prior to the expiration of this Franchise, Brightspeed and the City shall either agree to extend the Term or use best faith efforts to renegotiate a replacement Franchise agreement.

SECTION 15. Revocation of Franchise for Noncompliance.

15.1 In the event that the City believes that Brightspeed has not complied with the terms of the Franchise, the City shall informally discuss the matter with Brightspeed. If these discussions do not lead to resolution of the problem, the City shall notify Brightspeed in writing of the exact nature of the alleged noncompliance.

15.2 Brightspeed shall have thirty (30) days from receipt of the written notice described in subsection 15.1 to either respond to the City, contesting the assertion of noncompliance, or otherwise initiate reasonable steps to remedy the asserted noncompliance issue, notifying the City of the steps being taken and the projected date that they will be completed.

15.3 In the event that Brightspeed does not comply with subsection 15.2, above, the City shall schedule a public hearing to address the asserted noncompliance issue. The City shall provide Brightspeed at least ten (10) days prior written notice of and the opportunity to be heard at the hearing.

15.4 Subject to applicable federal and state law, in the event the City, after the hearing set forth in subsection 15.3, determines that Brightspeed is noncompliant with this Ordinance, the City may:

- A. Seek specific performance of any provision which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or other equitable relief; or
- C. In the case of substantial noncompliance with a material provision of the Ordinance, seek to revoke the Franchise in accordance with subsection 15.5.

15.5 Should the City seek to revoke the Franchise after following the procedures set forth above, the City shall give written notice to Brightspeed. Brightspeed shall have ninety (90) days from

receipt of such notice to object in writing and state its reason(s) for such objection. Thereafter, the City may seek revocation of the Franchise at a public hearing. The City shall cause to be served upon Brightspeed, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise. At the designated hearing, the City shall give Brightspeed an opportunity to state its position on the matter, after which the City shall determine whether or not the Franchise shall be revoked. Brightspeed may appeal the City's determination to an appropriate court, which shall have the power to review the decision of the City *de novo*. Such appeal must be taken within sixty (60) days of the issuance of the City's determination. The City may, at its sole discretion, take any lawful action which it deems appropriate to enforce its rights under this Ordinance in lieu of revocation.

15.6 Notwithstanding the foregoing provisions in this Section 15, Brightspeed does not waive any of its rights under applicable law.

SECTION 16. No Waiver of Rights. Neither the City nor Brightspeed shall be excused from complying with any of the terms and conditions contained herein by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions. Each party expressly reserves any and all rights, remedies, and arguments it may have at law or equity, without limitation, and to argue, assert, and/or take any position as to the legality or appropriateness of any provision in this Ordinance that is inconsistent with State or Federal law, as may be amended.

SECTION 17. Transfer of Franchise. Brightspeed's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered without notice to the City, except when said sale, transfer, assignment, or encumbrance is to an entity controlling, controlled by, or under common control with Brightspeed, or for transfers in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of Brightspeed in the Franchise or Facilities in order to secure indebtedness.

SECTION 18. Amendment. Amendments to the terms and conditions contained herein shall be mutually agreed upon by the City and Brightspeed and formally adopted by the City Council as an ordinance amendment.

SECTION 19. Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within two (2) business days after such notice is deposited in the United States Mail, postage prepaid, certified, and addressed to the Parties as set forth below:

The City:
City of Centralia

Brightspeed:
1120 S. Tryon St., Ste. 700
Charlotte, NC 28203

SECTION 20. Publication. In accordance with Missouri Statute, the City shall be responsible for publication of this Ordinance, and any amendments thereof. Brightspeed shall be responsible for payment of all necessary and reasonable costs of publication of this Ordinance, and any amendments thereof.

SECTION 21. Severability. If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority, including any state or federal regulatory authority having jurisdiction thereof, or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

CONSIDERED and APPROVED this _____ day of _____, 2023.

CITY OF CENTRALIA

By: _____
[Name] , [Title]

ACCEPTED BY BRIGHTSPEED:

BY: _____

TITLE: _____

DATE: _____

SECTION 22. This ordinance shall be in full force and effect from and after its passage and approval as provided by law.

Read two times by title only and **PASSED** by the Board of Aldermen and **APPROVED** by the Mayor this the 20th day of February, 2024.

Alderman Wilkins:
Alderman Hudson:
Alderman Cox:

Alderman Deckerd:
Alderman Rodgers:
Alderman Magley:

Chris Cox, Mayor

ATTEST:

Marilyn Dick, City Clerk

BILL NO.:

ORDINANCE NO:

A BILL TO CREATE AN ORDINANCE ENTITLED:

AN ORDINANCE GRANTING A FRANCHISE TO BRIGHTSPEED OF MISSOURI, LLC, F/K/A CENTURYTEL OF MISSOURI, LLC, ON BEHALF OF ITSELF AND ITS OPERATING AFFILIATES (“BRIGHTSPEED”) TO OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM (“THE SYSTEM”) IN THE CITY OF CENTRALIA, MISSOURI (“THE CITY”).

The City hereby ordains that it is in the public interest to grant Brightspeed a Franchise to operate the System pursuant to the terms and conditions contained herein.

SECTION 1. Grant of Franchise. The City hereby grants to Brightspeed the right, privilege and authority to construct, install, maintain, operate, upgrade, replace, renovate, adjust, protect, support, raise, lower, disconnect, remove and relocate its cables, poles, pedestals, boxes, wires, conduits, conductors, pipes and related appurtenances (“Facilities”) for its System in, under, along, over and across the present and future streets, alleys and public ways of the City (“Public Ways”), for the purpose of providing telecommunication services to the City’s inhabitants and businesses.

SECTION 2. Acceptance by Brightspeed. Within sixty (60) days after the passage of this Ordinance by the City, Brightspeed shall file a signed copy thereof with the City Recorder, otherwise the Ordinance and the rights granted herein shall be null and void.

SECTION 3. Term. The Term of this Franchise is fifteen (15) years commencing on the date of Acceptance by Brightspeed as set forth in Section 2, above. This Franchise will automatically renew for three additional five (5) year terms.

SECTION 4. Franchise Fee. Within sixty (60) days after the date of Brightspeed’s Acceptance of this Ordinance and until its expiration, Brightspeed will pay the City five (5) percent (%) of Brightspeed’s local exchange access service Gross Revenue (as defined in Appendix A hereto). Payment shall be made quarterly within sixty (60) days after the end of each quarter during the Term of this Franchise.

SECTION 5. Records Inspection. Brightspeed shall make available to the City, upon reasonable advance written notice of no less than sixty (60) days, such information pertinent only to enforcing the terms of this Ordinance in such form and at such times as Brightspeed can reasonably make available. Subject to applicable laws, any information that is provided to the City and/or that the City reviews *in camera* is confidential and proprietary and shall not be disclosed or used for any purpose other than verifying compliance with the terms of this Ordinance. Any such information provided to the City shall be immediately returned to Brightspeed following review. The City will not make copies of such information.

SECTION 6. Non-Exclusive Franchise. The right to use and occupy the Public Ways of the City shall be nonexclusive, and the City reserves the right to use the Public Ways for itself or any other entity. The City’s use, however, shall not unreasonably interfere with Brightspeed’s Facilities.

SECTION 7. City Regulatory Authority. The City reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties consistent with applicable federal and state law.

SECTION 8. Indemnification. The City shall not be liable for any property damage or loss or injury to or death of any person that occurs in the construction, operation or maintenance by Brightspeed of its Facilities. Brightspeed shall indemnify, defend and hold the City harmless from and against third party claims, demands, liens and all liability or damage of whatsoever kind on account of Brightspeed's use of the Public Ways. The City shall: (a) give prompt written notice to Brightspeed of any claim, demand or lien with respect to which the City seeks indemnification hereunder; and (b) permit Brightspeed to assume the defense of such claim, demand, or lien. Brightspeed shall not be subject to liability for any settlement made without its consent. Notwithstanding the other provisions contained herein, Brightspeed shall in no event be required to indemnify the City for any claims, demands, or liens arising from the negligence or wrongful actions or inactions of the City, its officials, boards, commissions, agents, contractors, and/or employees.

SECTION 9. Insurance Requirements. Brightspeed will maintain in full force and effect for the Term of the Franchise, at Brightspeed's expense, a comprehensive liability insurance policy written by a company authorized to do business in the Commonwealth of Missouri, or will provide self-insurance reasonably satisfactory to the City, protecting it against liability for loss, personal injury and property damage occasioned by the operation of the System by Brightspeed. Such insurance will be in an amount not less than \$1,000,000.00. Brightspeed will also maintain Worker's Compensation coverage throughout the term of this Franchise as required by law. The City may review the status of Brightspeed's insurance at www.Brightspeed.com/moi.

SECTION 10. Annexation. When any territory is approved for annexation to the City, the City shall within ten (10) business days provide by certified mail to Brightspeed: (a) each site address to be annexed as recorded on City assessment and tax rolls; (b) a legal description of the proposed boundary change; and (c) a copy of the City's ordinance approving the proposed annexation.

SECTION 11. Plan, Design, Construction and Installation of Brightspeed's Facilities.

11.1 All Facilities under authority of this Ordinance shall be used, constructed and maintained in accordance with applicable law.

11.2 Brightspeed shall, prior to commencing new construction or major reconstruction work in Public Ways or other public places, apply for any required permit from the City, which permit shall not be unreasonably withheld, conditioned, or delayed. Brightspeed will abide by all applicable ordinances and reasonable rules, regulations and requirements of the City consistent with applicable law, and the City may inspect the manner of such work and require remedies as may be reasonably necessary to assure compliance. Notwithstanding the foregoing, Brightspeed shall not be obligated to obtain a permit to perform emergency repairs.

11.3 To the extent practical and consistent with any permit issued by the City, all Facilities shall be located so as to cause minimum interference with the Public Ways and shall be constructed,

installed, maintained, renovated or replaced in accordance with applicable and lawful rules, ordinances and regulations of the City.

11.4 If, during the course of work on its Facilities, Brightspeed causes damage to or alters the Public Way or other public property, Brightspeed shall replace and restore such Public Way or public property at Brightspeed's expense to a condition reasonably comparable to the condition that existed immediately prior to such damage or alteration.

11.5 Brightspeed shall have the right to excavate the Public Ways subject to reasonable conditions and requirements of the City. Before installing new underground facilities or replacing existing underground facilities, each party shall first notify the other of such work in accordance with applicable law. In no event will the City be required to secure Brightspeed's permission or consent to operate or construct in the City's Public Ways. To the extent practicable under the circumstances, each party may allow the other party, at its own expense, to share a trench for laying its own facilities therein, provided that such action will not unreasonably interfere with the first party's use of the trench or unreasonably delay project completion.

11.6 Nothing in this Ordinance shall be construed to prevent the City from constructing, maintaining, repairing, or relocating its sewers, streets, water mains, sidewalks, or other public property. However, before commencing any work within a Public Way that may affect Brightspeed's Facilities, the City shall give written notice to Brightspeed in accordance with applicable law, and all such work shall be done, insofar as practicable, in such a manner as not to obstruct, injure, or prevent the free use and operation of either Party's Facilities. The two parties shall work together to ensure that all of their facilities are protected and the project is completed.

11.7 Brightspeed shall not attach to, or otherwise use or commit to use, any pole owned by City until a separate pole attachment agreement has been executed by the parties.

SECTION 12. Relocation of Facilities.

12.1 Relocation for the City. Brightspeed shall, upon receipt of advance written notice of not less than one hundred twenty (120) days, protect, adjust, support, raise, lower, temporarily disconnect, relocate or remove any Brightspeed property located in a Public Way when required by the City consistent with its police powers. Brightspeed shall be responsible for any costs associated with these obligations to the same extent as other users of the respective Public Way and as otherwise required by applicable state or federal law.

12.2 Relocation for a Third Party. Brightspeed shall, at the request of any person holding a lawful permit issued by the City, protect, adjust, support, raise, lower, temporarily disconnect, relocate or remove any Brightspeed property located in a Public Way, provided that the cost of such action is borne by the person requesting it and Brightspeed is given reasonable advance written notice. In such situation, Brightspeed may also require advance payment. For purposes of this subsection 12.2, "reasonable advance written notice" shall mean no less than thirty (30) days for a temporary relocation, and no less than one hundred twenty (120) days for a permanent relocation.

12.3 Alternatives to Relocation. Brightspeed may, after receipt of written notice requesting a relocation of Facilities, submit to the City written alternatives to such relocation. Such alternatives

shall include the use and operation of temporary transmitting facilities in adjacent Public Ways. The City shall promptly evaluate such alternatives and advise Brightspeed in writing if one or more of the alternatives are suitable. If requested by the City, Brightspeed shall promptly submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by Brightspeed full and fair consideration. In the event the City ultimately determines that there is no other reasonable alternative, Brightspeed shall relocate the components of the System as otherwise provided herein. Notwithstanding the foregoing, Brightspeed shall in all cases have the right to abandon the Facilities.

SECTION 13. Vegetation Management. Brightspeed shall have the authority to trim trees and other natural growth in the Public Ways in order to access and maintain the Facilities in compliance with applicable law and industry standards. This grant shall in no way impose a duty on Brightspeed; instead, this grant gives permission to Brightspeed should Brightspeed elect to conduct such activities from time-to-time in order to access and maintain its Facilities.

SECTION 14. Renewal. At least one hundred twenty (120) days prior to the expiration of this Franchise, Brightspeed and the City shall either agree to extend the Term or use best faith efforts to renegotiate a replacement Franchise agreement.

SECTION 15. Revocation of Franchise for Noncompliance.

15.1 In the event that the City believes that Brightspeed has not complied with the terms of the Franchise, the City shall informally discuss the matter with Brightspeed. If these discussions do not lead to resolution of the problem, the City shall notify Brightspeed in writing of the exact nature of the alleged noncompliance.

15.2 Brightspeed shall have thirty (30) days from receipt of the written notice described in subsection 15.1 to either respond to the City, contesting the assertion of noncompliance, or otherwise initiate reasonable steps to remedy the asserted noncompliance issue, notifying the City of the steps being taken and the projected date that they will be completed.

15.3 In the event that Brightspeed does not comply with subsection 15.2, above, the City shall schedule a public hearing to address the asserted noncompliance issue. The City shall provide Brightspeed at least ten (10) days prior written notice of and the opportunity to be heard at the hearing.

15.4 Subject to applicable federal and state law, in the event the City, after the hearing set forth in subsection 15.3, determines that Brightspeed is noncompliant with this Ordinance, the City may:

- A. Seek specific performance of any provision which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or other equitable relief; or
- C. In the case of substantial noncompliance with a material provision of the Ordinance, seek to revoke the Franchise in accordance with subsection 15.5.

15.5 Should the City seek to revoke the Franchise after following the procedures set forth above, the City shall give written notice to Brightspeed. Brightspeed shall have ninety (90) days from

receipt of such notice to object in writing and state its reason(s) for such objection. Thereafter, the City may seek revocation of the Franchise at a public hearing. The City shall cause to be served upon Brightspeed, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise. At the designated hearing, the City shall give Brightspeed an opportunity to state its position on the matter, after which the City shall determine whether or not the Franchise shall be revoked. Brightspeed may appeal the City's determination to an appropriate court, which shall have the power to review the decision of the City *de novo*. Such appeal must be taken within sixty (60) days of the issuance of the City's determination. The City may, at its sole discretion, take any lawful action which it deems appropriate to enforce its rights under this Ordinance in lieu of revocation.

15.6 Notwithstanding the foregoing provisions in this Section 15, Brightspeed does not waive any of its rights under applicable law.

SECTION 16. No Waiver of Rights. Neither the City nor Brightspeed shall be excused from complying with any of the terms and conditions contained herein by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions. Each party expressly reserves any and all rights, remedies, and arguments it may have at law or equity, without limitation, and to argue, assert, and/or take any position as to the legality or appropriateness of any provision in this Ordinance that is inconsistent with State or Federal law, as may be amended.

SECTION 17. Transfer of Franchise. Brightspeed's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered without notice to the City, except when said sale, transfer, assignment, or encumbrance is to an entity controlling, controlled by, or under common control with Brightspeed, or for transfers in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of Brightspeed in the Franchise or Facilities in order to secure indebtedness.

SECTION 18. Amendment. Amendments to the terms and conditions contained herein shall be mutually agreed upon by the City and Brightspeed and formally adopted by the City Council as an ordinance amendment.

SECTION 19. Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within two (2) business days after such notice is deposited in the United States Mail, postage prepaid, certified, and addressed to the Parties as set forth below:

The City:
City of Centralia

Brightspeed:
1120 S. Tryon St., Ste. 700
Charlotte, NC 28203

SECTION 20. Publication. In accordance with Missouri Statute, the City shall be responsible for publication of this Ordinance, and any amendments thereof. Brightspeed shall be responsible for payment of all necessary and reasonable costs of publication of this Ordinance, and any amendments thereof.

SECTION 21. Severability. If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority, including any state or federal regulatory authority having jurisdiction thereof, or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

CONSIDERED and APPROVED this _____ day of _____, 2023.

CITY OF CENTRALIA

By: _____
[Name] , [Title]

ACCEPTED BY BRIGHTSPEED:

BY: _____

TITLE: _____

DATE: _____

SECTION 22. This ordinance shall be in full force and effect from and after its passage and approval as provided by law.

Read two times by title only and **PASSED** by the Board of Aldermen and **APPROVED** by the Mayor this the 20th day of February, 2024.

Alderman Wilkins:
Alderman Hudson:
Alderman Cox:

Alderman Deckerd:
Alderman Rodgers:
Alderman Magley:

Chris Cox, Mayor

ATTEST:

Marilyn Dick, City Clerk