



Board of Aldermen - Special Meeting

Monday, March 7, 2022 at 6:30 pm

CENTRALIA CITY HALL COUNCIL CHAMBERS

114 S. Rollins Street, Centralia, MO 65240

1. CALL TO ORDER

2. ROLL CALL

Aldermen: Terri Motley, Robert Hudson, David Wilkins, Christina Stevens, 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 day of the meeting if citizens are unable to attend the meeting.)

5. BARTLETT & WEST MONTHLY REPORT

ACTION AGENDA

6. LEGAL

- a. AUTHORIZING THE MAYOR TO SIGN AND EXECUTE ANY AND ALL REQUIRED DOCUMENTS ON BEHALF OF THE CITY OF CENTRALIA WITH BOONE ELECTRIC FOR EASEMENTS ALONG CITY WASTEWATER PROPERTY.**

2435 - Bill No. R-22-01 - Resolution No.

- b. A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND EXECUTE ANY AND ALL REQUIRED DOCUMENTS ON BEHALF OF THE CITY OF CENTRALIA WITH BOONE ELECTRIC AND CONSOLIDATED ELECTRIC FOR NEW SERVICES IN CONJUNCTION WITH THE CITY WASTEWATER TREATMENT FACILITY EXPANSION PROJECT.**

2436 - Bill No. R-22-02 - Ordinance No.

- c. A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND EXECUTE ANY AND ALL REQUIRED DOCUMENTS ON BEHALF OF THE CITY OF CENTRALIA WITH BOONE HOSPITAL CENTER FOR A COMMERCIAL LEASE AGREEMENT FOR TEMPORARY AMBULANCE USE.**

2437 - Bill No. R-22-02 - Resolution No.

7. PURCHASING

- a. Approval of WWTF Pay Application No. 5, Pay Request 6**

(motion)

8. AS MAY ARISE

9. ADJOURN

Centralia WWTP Improvements

City of Centralia

Monthly Progress Report 02/24/2022

Bartlett & West Project Number: 18921.014

To: Mike Forsee, 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 documents and AIS documentation for pay applications.
- Coordination with Contractors.
- Providing Contractors with updated product submittal logs to receive all submittals requested.
- Providing Contractors with updated AIS logs to receive all certifications requested.
- Correspondence with Contractors on Pay Applications.
- Reviewing product submittals from Contractors on all parts (1-4).
- Reviewing AIS certifications from Contractors on all parts (1-4).
- Reviewing Pay Application forms.
- Correspondence with Contractors about various project specific items.
- Reviewing Contractor payrolls.
- Completing Reimbursement Form for the City.

What we plan to do:

- Perform construction observation weekly.
- Continue to review product submittals from Contractors on all parts (1-4).
- Continue to review AIS certifications from Contractors on all parts (1-4).
- Continue to review Contractors' Pay Applications.
- Continue to communicate with Contractors and City.
- Continue to review Contractors' payrolls.
- Continue to compile Reimbursement Forms for the City.

Contract Scope changes

- None currently.

Schedule Status/Deliverable Status

- C&S Companies – Part 1 (Force main Contractor) – Majority of lines have been completed.
- Schmitt Irrigation – Part 2 (Center Pivot Contractor) – All Pivots delivered, one pivot erected.
- Fischer Grading – Part 3 (Earthwork Contractor) – Continued Earthwork.
- Martin General Contractors Part 4 (Pumphouses' Contractor) – Submittals/ordering material.

Input needed from Client or others

- MODNR - SRF Reimbursement Request #6 for the Wastewater Improvements Project:
 - MODNR - SRF Grant & Direct Loan Reimbursement Form signature from Mayor.

- Fischer Grading Pay Application #6 - signature from Mayor.
- MODNR Statement of Compliance Form for Fischer Grading (Part 3) - signature from Mayor.
- Schmitt irrigation Pay Application #2 – signature from Mayor.
- MODNR Statement of Compliance Form for Fischer Grading (Part 2) – signature from Mayor.

Other issues/concerns

- None at this time.

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND EXECUTE ANY AND ALL REQUIRED DOCUMENTS ON BEHALF OF THE CITY OF CENTRALIA WITH BOONE ELECTRIC FOR EASEMENTS ALONG CITY WASTEWATER PROPERTY.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF CENTRALIA MISSOURI, AS FOLLOWS:

SECTION 1. That the document titled Right of Way Easement, Boone Electric Cooperative Work Orders #2113871 and #2202744 which agreement is attached hereto and incorporated herein by reference, is hereby approved by the Board of Aldermen, and the Board directs, and the Mayor is authorized to execute the same on behalf of the City of Centralia, Missouri.

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

Read one time by title only and **PASSED** by the Board of Aldermen and **APPROVED** by the Mayor this the 7th Day of March 2022.

Alderman Wilkins: _____
Alderman Hudson: _____
Alderman Motley: _____

Alderman Stevens: _____
Alderman Rodgers: _____
Alderman Magley: _____

Chris Cox, Mayor

ATTEST:

Tara Strain, City Clerk

THE ABOVE SPACE FOR RECORDERS USE ONLY

RIGHT-OF-WAY EASEMENT

Boone Electric Cooperative Work Order# _____ **Date:** _____

KNOW ALL MEN BY THESE PRESENTS, that I/we _____, the undersigned, whether one or more, (hereinafter called "**Grantor**"), for a good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant unto Boone Electric Cooperative, a Missouri rural electric cooperative, whose address is 1413 Rangeline St., PO Box 797, Columbia, Missouri, 65205-0797, (hereinafter called "**Grantee**") and to its successors and assigns, the perpetual right and easement in gross excluding Grantor(s) from the same use as Grantee and apportionable by Grantee, to enter upon the lands of the undersigned, situated in the County of _____, State of Missouri, and more particularly described as follows:

Quarter Section _____ Section _____ Township _____ Range _____

And property further described as recorded: Book _____ Page _____ Parcel# _____

And to place, replace, construct, reconstruct, erect, relocate, modify, change operating voltage, patrol, repair, operate and maintain thereon, and in or upon all streets, roads or highways abutting said lands, either above ground or underground or a combination of both, electric distribution and communication lines of one or more circuits, poles, structures, wire, guys brace poles, guy wires, anchors, cables, fiber optics, line, lines or systems and other appurtenances for the distribution of electrical energy and data or information of any type whatsoever, to and across the above described lands of the undersigned.

The easement granted herein shall be ____ feet in width, being ____ feet on each side of its centerline as and when installed. Furthermore, for any guys brace poles, guy wires, anchors and other appurtenances that extend outside of the ____ foot wide easement, said easement shall continue and extend out _____ feet wide, _____ feet on each side of the centerline of any guys brace poles, guy wires, anchors and other appurtenances, and thereafter continue at a radius of _____ feet around all anchors or other appurtenances. Except as otherwise provided herein, the location of the easement granted herein on the above described lands of the undersigned shall be defined and fixed upon completion of the electric distribution and communication lines when and as initially constructed.

Upon completion of construction of the initial structures within said easement, the burden, scope of use, and footprint shall be fixed, except as otherwise provided for herein. Nothing set forth herein shall be deemed to limit Grantee's right and ability to upgrade, expand or extend any electric line, cable, fiber optics or other lines,

or communication systems, data or information systems of any type in the future on, across and within the easement so as to enable Grantee herein to furnish service to others, and within the easement the right to increase or decrease the voltage, size, capacity of the line, number or location of lines, poles or structures, all as Grantee may deem necessary or advisable.

Grantee shall have full right of ingress and egress to, from and over the above described lands, for doing anything necessary or useful for the enjoyment of the easement herein granted; and to spray, cut, trim or remove trees and shrubbery to the extent necessary to keep them clear of the aforementioned electric distribution or communication lines or system; to cut down from time to time all dead, weak, leaning or dangerous trees located outside of or within the easement, that are tall enough to strike the wires or any other component of the system; and to remove all structures, trees, plants or vegetation that might in Grantee's sole judgment, endanger the line or system; and to license, permit or otherwise agree to the joint use or occupancy of the easement by any successor or subsidiary of Grantee or any other person, agency, association or corporation, including their respective successors, assigns or subsidiaries. The undersigned agrees to keep the easement clear of all future buildings, structures, grain bins, water impoundments or obstructions that may interfere with the operation or maintenance of the electric distribution or communication lines or system, except where permitted by Grantee. The undersigned furthermore agrees to advise and consult with Grantee in advance of any change in the grade and/or elevation of the land within the easement as granted herein, so as to allow Grantee to maintain mandatory clearance requirements and all other safety requirements as required by and set forth in the National Electric Safety Code or other applicable federal, state or local, law, statute, rule, regulation or ordinance. No delay in exercising any or all of the rights granted herein to Grantee shall be interpreted to be a surrender of any of the rights granted herein nor abandonment of the easement as granted.

Grantee shall have the right to install, within the easement, gates in fences that cross the easement right-of-way. Grantor(s) covenants that they are the fee owner(s) of the above described lands.

IN WITNESS WHEREOF, the undersigned have set their hands this ____ day of _____, 202__.

Signature _____

Signature _____

Print name _____

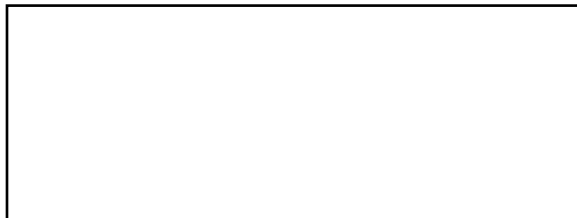
Print name _____

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss
COUNTY OF _____)

On this ____ day of _____, 202__, before me personally appeared _____ (husband and wife) (a single person) to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that they/he/she executed the same as their/his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Notary Public

Print name

THE ABOVE SPACE FOR RECORDERS USE ONLY

RIGHT-OF-WAY EASEMENT

Boone Electric Cooperative Work Order# _____ **Date:** _____

KNOW ALL MEN BY THESE PRESENTS, that I/we _____, the undersigned, whether one or more, (hereinafter called "**Grantor**"), for a good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant unto Boone Electric Cooperative, a Missouri rural electric cooperative, whose address is 1413 Rangeline St., PO Box 797, Columbia, Missouri, 65205-0797, (hereinafter called "**Grantee**") and to its successors and assigns, the perpetual right and easement in gross excluding Grantor(s) from the same use as Grantee and apportionable by Grantee, to enter upon the lands of the undersigned, situated in the County of _____, State of Missouri, and more particularly described as follows:

Quarter Section _____ Section _____ Township _____ Range _____

And property further described as recorded: Book _____ Page _____ Parcel# _____

And to place, replace, construct, reconstruct, erect, relocate, modify, change operating voltage, patrol, repair, operate and maintain thereon, and in or upon all streets, roads or highways abutting said lands, either above ground or underground or a combination of both, electric distribution and communication lines of one or more circuits, poles, structures, wire, guys brace poles, guy wires, anchors, cables, fiber optics, line, lines or systems and other appurtenances for the distribution of electrical energy and data or information of any type whatsoever, to and across the above described lands of the undersigned.

The easement granted herein shall be ____ feet in width, being ____ feet on each side of its centerline as and when installed. Furthermore, for any guys brace poles, guy wires, anchors and other appurtenances that extend outside of the ____ foot wide easement, said easement shall continue and extend out _____ feet wide, _____ feet on each side of the centerline of any guys brace poles, guy wires, anchors and other appurtenances, and thereafter continue at a radius of _____ feet around all anchors or other appurtenances. Except as otherwise provided herein, the location of the easement granted herein on the above described lands of the undersigned shall be defined and fixed upon completion of the electric distribution and communication lines when and as initially constructed.

Upon completion of construction of the initial structures within said easement, the burden, scope of use, and footprint shall be fixed, except as otherwise provided for herein. Nothing set forth herein shall be deemed to limit Grantee's right and ability to upgrade, expand or extend any electric line, cable, fiber optics or other lines,

or communication systems, data or information systems of any type in the future on, across and within the easement so as to enable Grantee herein to furnish service to others, and within the easement the right to increase or decrease the voltage, size, capacity of the line, number or location of lines, poles or structures, all as Grantee may deem necessary or advisable.

Grantee shall have full right of ingress and egress to, from and over the above described lands, for doing anything necessary or useful for the enjoyment of the easement herein granted; and to spray, cut, trim or remove trees and shrubbery to the extent necessary to keep them clear of the aforementioned electric distribution or communication lines or system; to cut down from time to time all dead, weak, leaning or dangerous trees located outside of or within the easement, that are tall enough to strike the wires or any other component of the system; and to remove all structures, trees, plants or vegetation that might in Grantee's sole judgment, endanger the line or system; and to license, permit or otherwise agree to the joint use or occupancy of the easement by any successor or subsidiary of Grantee or any other person, agency, association or corporation, including their respective successors, assigns or subsidiaries. The undersigned agrees to keep the easement clear of all future buildings, structures, grain bins, water impoundments or obstructions that may interfere with the operation or maintenance of the electric distribution or communication lines or system, except where permitted by Grantee. The undersigned furthermore agrees to advise and consult with Grantee in advance of any change in the grade and/or elevation of the land within the easement as granted herein, so as to allow Grantee to maintain mandatory clearance requirements and all other safety requirements as required by and set forth in the National Electric Safety Code or other applicable federal, state or local, law, statute, rule, regulation or ordinance. No delay in exercising any or all of the rights granted herein to Grantee shall be interpreted to be a surrender of any of the rights granted herein nor abandonment of the easement as granted.

Grantee shall have the right to install, within the easement, gates in fences that cross the easement right-of-way. Grantor(s) covenants that they are the fee owner(s) of the above described lands.

IN WITNESS WHEREOF, the undersigned have set their hands this ____ day of _____, 202__.

Signature _____

Signature _____

Print name _____

Print name _____

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss
COUNTY OF _____)

On this ____ day of _____, 202__, before me personally appeared _____ (husband and wife) (a single person) to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that they/he/she executed the same as their/his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Notary Public

Print name

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND EXECUTE ANY AND ALL REQUIRED DOCUMENTS ON BEHALF OF THE CITY OF CENTRALIA WITH BOONE ELECTRIC AND CONSOLIDATED ELECTRIC FOR NEW SERVICES IN CONJUNCTION WITH THE CITY WASTEWATER TREATMENT FACILITY EXPANSION PROJECT.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF CENTRALIA MISSOURI, AS FOLLOWS:

SECTION 1. That the agreement with Boone Electric and Consolidated Electric to establish new services for the WWTF expansion project is hereby approved by the Board of Aldermen, and the Board directs, and the Mayor is authorized to execute all required documents on behalf of the City of Centralia, Missouri.

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

Read one time by title only and **PASSED** by the Board of Aldermen and **APPROVED** by the Mayor this the 7th Day of March 2022.

Alderman Wilkins: _____

Alderman Hudson: _____

Alderman Motley: _____

Alderman Stevens: _____

Alderman Rodgers: _____

Alderman Magley: _____

Chris Cox, Mayor

ATTEST:

Tara Strain, City Clerk

**Boone Electric Cooperative**1413 Rangeline Street
Columbia, MO 65201
(573) 449-4181P.O. Box 797
Columbia, MO 65205
www.booneelectric.coop**INVOICE: 52853**Invoice Date: 02/18/2022
Terms: NET
Due Date: 02/18/2022
Amount Due: \$ 31,574.00CITY OF CENTRALIA
114 S ROLLINS ST
CENTRALIA MO 65240-1367Account: 4314
Description: AID TO CONSTRUCTION-WO #21-13871

Page 1 of 1

DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX
CATALOG ITEM: AID AID TO CONSTRUCTION	1.000	EA	31,574.0000	31,574.00	

MESSAGESIF PAYMENT IN FULL IS NOT REMITTED WITHIN 30 DAYS, LATE
FEES OF 1.5% PER MONTH WILL BE APPLIED TO OUTSTANDING
BALANCE OF INVOICE.Subtotal: \$ 31,574.00
Tax: \$ 0.00
Total: \$ 31,574.00
Amount Paid: \$ 0.00
Amount Due: \$ 31,574.00

To assure proper credit please return bottom portion with your remittance.

**Boone Electric Cooperative**1413 Rangeline Street
Columbia, MO 65201
(573) 449-4181P.O. Box 797
Columbia, MO 65205
www.booneelectric.coopAccount: 4314
Invoice: 52853
Due Date: 02/18/2022
Amount Due: \$ 31,574.00

Amount Of Payment: _____

Remit To:

Boone Electric Cooperative
PO BOX 797
COLUMBIA MO 65205-0797CITY OF CENTRALIA
114 S ROLLINS ST
CENTRALIA MO 65240-1367

AGREEMENT FOR ELECTRIC SERVICE

AGREEMENT made **February 18, 2022**, between **Boone Electric Cooperative** (hereinafter called the "Seller"), and **CITY OF CENTRALIA** (hereinafter called the "Consumer"), a **Corporation** (Corporation, partnership or individual)

The Seller shall sell and deliver to the Consumer, and the Consumer shall purchase all of the electric power and energy which the Consumer may need at the location described in Exhibit A, attached hereto and by this reference made part hereof, up to **300.0** kilowatts, upon the following terms:

1. SERVICE CHARACTERISTICS.

- a. Service hereunder shall be alternating current, **Three (3)** phase, and **277/480** volts.

The Consumer shall not use the electric power and energy furnished hereunder as an auxiliary or supplement to any other source of power and shall not sell electric power and energy purchased hereunder.

2. PAYMENT.

- a. The Consumer shall pay the Seller for service hereunder at the rates and upon the terms and Conditions set forth in Schedule **LP** attached to and made a part of this Agreement.
- b. Notwithstanding any provision of the Schedule and irrespective of Consumer's requirements for or use of electric power and energy, the demand for billing purposes hereunder shall be not less than **45.22** kilowatts for any billing period.
- c. In any event, the Consumer shall pay to the Seller a minimum of no less than **\$450.00** per month for service or for having service available hereunder during the term hereof. Unless otherwise specified the minimum amount due will be equal to \$1.50/Kva made available to the Consumer.
- d. Service will be made available for the Consumer on or before **February 18, 2022**.
- e. The initial billing period shall start when Consumer begins using electric power and energy, or 90 days after the service is made available to the consumer.
- f. The minimum charge as set shall commence 90 days from the date service is made available to the consumer.
- g. Bills for service hereunder shall be paid at the office of the Seller in Columbia, MO. Such payments shall be due 10 calendar days from the date of the bill. If the Consumer shall fail to make any such payment within 25 days after such payment is due, the Seller may discontinue service to the Consumer upon giving 6 days notice to the Consumer of its intention to disconnect. However, that such discontinuance of service shall not relieve the Consumer of any of its obligations under this Agreement.
- h. The Consumer agrees that if, at any time, the rate under which the Seller purchases electric service at wholesale is modified, the Seller may make a corresponding modification in the rate for service hereunder.

3. MEMBERSHIP.

The Consumer shall become a member of the Seller, shall pay the membership fee and be bound by such policies, procedures and regulations as may from time to time be adopted by the Seller.



4. CONTINUITY OF SERVICE.

The Seller does not guarantee but shall use reasonable diligence to provide a continuous supply of electric power and to maintain voltage within reasonable limits. Seller's obligation to furnish electric power and energy, and delivery services, is subject to Acts of God, accidents, strikes or other labor troubles, acts of the public enemy, insurrections, riots, lightning, earthquakes, fires, storms, floods, restraints of Federal, State, Local government, military authority, explosions, breakage of or accident to machinery, equipment or transmission or distribution lines, ability to obtain necessary materials, supplies, and any other forces which are not reasonably within the control of Seller, whether like or unlike those herein enumerated and which could not be reasonably avoided by Seller. Seller shall not be liable in tort or contract to Buyer for incidental, special or consequential damages caused by any discontinuity of service, high or low voltage, single phasing or any loss of phase to a three phase service or any other variation in service characteristics caused by any of the foregoing or any other cause beyond the reasonable control of Seller. Buyer acknowledges that Seller does not warrant the electric power provided to be free from voltage transients, blinks or outages. Buyer agrees to exercise due diligence and take all appropriate preventative measures to protect business continuity and all equipment or devices utilizing electrical service from potential harm from variations in electric service characteristics

5. RIGHT OF ACCESS.

Duly authorized representatives of the Seller shall be permitted to enter the Consumer's premises at all reasonable times in order to carry out the provisions hereof.

6. TERM.

This Agreement shall become effective on the date first above written and shall remain in effect until **48** months following the date of **February 18, 2022**; the date service was made available and thence automatically renewed on a yearly basis. This agreement may, at the discretion of either party, be terminated by giving to the other party 30 days advance notice in writing. In the event of early termination, for any reason, certain provisions of this Agreement in accordance with Section 10, shall survive such termination.

7. SUCCESSION AND APPROVAL.

This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto.

8. DEPOSIT AND AID TO CONSTRUCTION.

- a. The Consumer shall pay to the Seller the sum of **\$31574** in aid to construction for the cost of facilities required to make service available to the Consumer on or before commencement of construction of such facilities.
- b. The Consumer shall pay to the Seller the sum of **\$0** in deposit to secure credit with the Seller. This amount shall be returnable to the Consumer upon establishment of 3 years good payment history.
- c. No refunds shall be made to the Consumer of any portion of the deposit remaining upon early termination of this Agreement.

9. ENGINEERING GUIDELINES AND SPECIFICATIONS.

- a. **Power Factor Adjustment.** The consumer shall maintain unity power factor as nearly as practicable. The measured demand charges will be adjusted for consumers with 100 kW or more of measured demand to correct for average power factors lower than 90% and may be so adjusted for other consumers if and when the Seller deems necessary. Such adjustments will be made by increasing the measured demand 1% for each 1% by which the average power factor is less than 90% lagging.

- b. **Code Restrictions.** All service entrances, electrical wiring, and any other electrical facility providing service to and into the facility are subject to inspection by Boone Electric Cooperative and the County of jurisdiction. These inspections will be as per the National Electric Safety Code and the National Electric Code as enforced on the date of service installation.
- c. **Motor Loads.** Any motor load over 10 horsepower will be required to utilize soft starts on request by the Cooperative

10. SURVIVAL.

Notwithstanding the termination of this Agreement for any reason, Sections 2(a), 2(b), 2(c), 8(a), 8(b) and 8(c) shall survive termination for the applicable statute of limitations. Notwithstanding any provisions to the contrary, all rights, remedies, or obligations which arose or accrued prior to the termination or expiration of the terms hereof shall survive and be fully enforceable for the applicable statute of limitations.

DESCRIPTION AND LOCATION OF SERVICE

TYPE OF OPERATION:	SEWER PUMP STATION
USE OF SERVICE:	MOTOR FOR SEWER PUMP
TOTAL MOTOR HORSEPOWER:	N/A
B.E.C. MAP LOCATION:	15-09-1-000-011-00
SERVICE LOCATION NUMBER:	323319
OWNER:	CITY OF CENTRALIA
PHYSICAL ADDRESS:	10401 E FOUNTAIN RD
NEW SERVICE ☒	EXISTING SERVICE ☐
MEMBER NUMBER	4314

IN WITNESS WHEREOF, the parties hereto have executed this Agreement all as of the day and year first above written.

ATTEST:

BOONE ELECTRIC COOPERATIVE
Seller

Michelle Motley, Secretary

By: _____
Joel Bullard, President

Consumer

ATTEST:

By: _____

Secretary

Title of Officer*

***if other than president, vice president, partner or owner, a power of attorney must accompany contract.*

**Boone Electric Cooperative**1413 Rangeline Street
Columbia, MO 65201
(573) 449-4181P.O. Box 797
Columbia, MO 65205
www.booneelectric.coop**INVOICE: 52855**Invoice Date: 02/18/2022
Terms: NET
Due Date: 02/18/2022
Amount Due: \$ 9,672.96CITY OF CENTRALIA
114 S ROLLINS ST
CENTRALIA MO 65240-1367Account: 4314
Description: AID TO CONSTRUCTION-WO #21-13866

Page 1 of 1

DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX
CATALOG ITEM: AID AID TO CONSTRUCTION	1.000	EA	9,672.9600	9,672.96	

MESSAGESIF PAYMENT IN FULL IS NOT REMITTED WITHIN 30 DAYS, LATE
FEES OF 1.5% PER MONTH WILL BE APPLIED TO OUTSTANDING
BALANCE OF INVOICE.Subtotal: \$ 9,672.96
Tax: \$ 0.00
Total: \$ 9,672.96
Amount Paid: \$ 0.00
Amount Due: \$ 9,672.96

To assure proper credit please return bottom portion with your remittance.

**Boone Electric Cooperative**1413 Rangeline Street
Columbia, MO 65201
(573) 449-4181P.O. Box 797
Columbia, MO 65205
www.booneelectric.coopAccount: 4314
Invoice: 52855
Due Date: 02/18/2022
Amount Due: \$ 9,672.96

Amount Of Payment: _____

Remit To:

Boone Electric Cooperative
PO BOX 797
COLUMBIA MO 65205-0797CITY OF CENTRALIA
114 S ROLLINS ST
CENTRALIA MO 65240-1367

AGREEMENT FOR ELECTRIC SERVICE

AGREEMENT made **February 18, 2022**, between **Boone Electric Cooperative** (hereinafter called the “Seller”), and **CITY OF CENTRALIA** (hereinafter called the “Consumer”), a **Corporation** (Corporation, partnership or individual)

The Seller shall sell and deliver to the Consumer, and the Consumer shall purchase all of the electric power and energy which the Consumer may need at the location described in Exhibit A, attached hereto and by this reference made part hereof, up to **167.0** kilowatts, upon the following terms:

1. SERVICE CHARACTERISTICS.

- a. Service hereunder shall be alternating current, **Single (1)** phase, and **240/480** volts.

The Consumer shall not use the electric power and energy furnished hereunder as an auxiliary or supplement to any other source of power and shall not sell electric power and energy purchased hereunder.

2. PAYMENT.

- a. The Consumer shall pay the Seller for service hereunder at the rates and upon the terms and Conditions set forth in Schedule **LP** attached to and made a part of this Agreement.
- b. Notwithstanding any provision of the Schedule and irrespective of Consumer’s requirements for or use of electric power and energy, the demand for billing purposes hereunder shall be not less than **25.17** kilowatts for any billing period.
- c. In any event, the Consumer shall pay to the Seller a minimum of no less than **\$250.50** per month for service or for having service available hereunder during the term hereof. Unless otherwise specified the minimum amount due will be equal to \$1.50/Kva made available to the Consumer.
- d. Service will be made available for the Consumer on or before **February 18, 2022**.
- e. The initial billing period shall start when Consumer begins using electric power and energy, or 90 days after the service is made available to the consumer.
- f. The minimum charge as set shall commence 90 days from the date service is made available to the consumer.
- g. Bills for service hereunder shall be paid at the office of the Seller in Columbia, MO. Such payments shall be due 10 calendar days from the date of the bill. If the Consumer shall fail to make any such payment within 25 days after such payment is due, the Seller may discontinue service to the Consumer upon giving 6 days notice to the Consumer of its intention to disconnect. However, that such discontinuance of service shall not relieve the Consumer of any of its obligations under this Agreement.
- h. The Consumer agrees that if, at any time, the rate under which the Seller purchases electric service at wholesale is modified, the Seller may make a corresponding modification in the rate for service hereunder.

3. MEMBERSHIP.

The Consumer shall become a member of the Seller, shall pay the membership fee and be bound by such policies, procedures and regulations as may from time to time be adopted by the Seller.



4. CONTINUITY OF SERVICE.

The Seller does not guarantee but shall use reasonable diligence to provide a continuous supply of electric power and to maintain voltage within reasonable limits. Seller's obligation to furnish electric power and energy, and delivery services, is subject to Acts of God, accidents, strikes or other labor troubles, acts of the public enemy, insurrections, riots, lightning, earthquakes, fires, storms, floods, restraints of Federal, State, Local government, military authority, explosions, breakage of or accident to machinery, equipment or transmission or distribution lines, ability to obtain necessary materials, supplies, and any other forces which are not reasonably within the control of Seller, whether like or unlike those herein enumerated and which could not be reasonably avoided by Seller. Seller shall not be liable in tort or contract to Buyer for incidental, special or consequential damages caused by any discontinuity of service, high or low voltage, single phasing or any loss of phase to a three phase service or any other variation in service characteristics caused by any of the foregoing or any other cause beyond the reasonable control of Seller. Buyer acknowledges that Seller does not warrant the electric power provided to be free from voltage transients, blinks or outages. Buyer agrees to exercise due diligence and take all appropriate preventative measures to protect business continuity and all equipment or devices utilizing electrical service from potential harm from variations in electric service characteristics

5. RIGHT OF ACCESS.

Duly authorized representatives of the Seller shall be permitted to enter the Consumer's premises at all reasonable times in order to carry out the provisions hereof.

6. TERM.

This Agreement shall become effective on the date first above written and shall remain in effect until **48** months following the date of **February 18, 2022**; the date service was made available and thence automatically renewed on a yearly basis. This agreement may, at the discretion of either party, be terminated by giving to the other party 30 days advance notice in writing. In the event of early termination, for any reason, certain provisions of this Agreement in accordance with Section 10, shall survive such termination.

7. SUCCESSION AND APPROVAL.

This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto.

8. DEPOSIT AND AID TO CONSTRUCTION.

- a. The Consumer shall pay to the Seller the sum of **\$9672** in aid to construction for the cost of facilities required to make service available to the Consumer on or before commencement of construction of such facilities.
- b. The Consumer shall pay to the Seller the sum of **\$0** in deposit to secure credit with the Seller. This amount shall be returnable to the Consumer upon establishment of 3 years good payment history.
- c. No refunds shall be made to the Consumer of any portion of the deposit remaining upon early termination of this Agreement.

9. ENGINEERING GUIDELINES AND SPECIFICATIONS.

- a. **Power Factor Adjustment.** The consumer shall maintain unity power factor as nearly as practicable. The measured demand charges will be adjusted for consumers with 100 kW or more of measured demand to correct for average power factors lower than 90% and may be so adjusted for other consumers if and when the Seller deems necessary. Such adjustments will be made by increasing the measured demand 1% for each 1% by which the average power factor is less than 90% lagging.

- b. **Code Restrictions.** All service entrances, electrical wiring, and any other electrical facility providing service to and into the facility are subject to inspection by Boone Electric Cooperative and the County of jurisdiction. These inspections will be as per the National Electric Safety Code and the National Electric Code as enforced on the date of service installation.
- c. **Motor Loads.** Any motor load over 10 horsepower will be required to utilize soft starts on request by the Cooperative

10. SURVIVAL.

Notwithstanding the termination of this Agreement for any reason, Sections 2(a), 2(b), 2(c), 8(a), 8(b) and 8(c) shall survive termination for the applicable statute of limitations. Notwithstanding any provisions to the contrary, all rights, remedies, or obligations which arose or accrued prior to the termination or expiration of the terms hereof shall survive and be fully enforceable for the applicable statute of limitations.

DESCRIPTION AND LOCATION OF SERVICE

TYPE OF OPERATION:	SEWER PUMP STATION
USE OF SERVICE:	MOTOR FOR PUMP
TOTAL MOTOR HORSEPOWER:	N/A
B.E.C. MAP LOCATION:	10-19-1-000-005-00
SERVICE LOCATION NUMBER:	323320
OWNER:	CITY OF CENTRALIA
PHYSICAL ADDRESS:	6500 AUDRAIN RD 124
NEW SERVICE ☒	EXISTING SERVICE ☐
MEMBER NUMBER	4314

IN WITNESS WHEREOF, the parties hereto have executed this Agreement all as of the day and year first above written.

ATTEST:

BOONE ELECTRIC COOPERATIVE
Seller

Michelle Motley, Secretary

By: _____
Joel Bullard, President

Consumer

ATTEST:

By: _____

Secretary

Title of Officer*

***if other than president, vice president, partner or owner, a power of attorney must accompany contract.*



Boone Electric Cooperative

1413 Rangeline St., P.O. Box 797, Columbia, MO 65205-0797 | Telephone: 573.449.4181 | SecurePay: 877.999.3416
Fax: 573.441.7272 | Website: www.BooneElectric.coop | Email: comments@BooneElectric.com

WO # - 2113866
Name - City of Centralia
Location - SL 323320

Please indicate the service voltage required:

☐ 3 ϕ 208/120 (4 wire grounded wye)	☐ Overhead	☐ Padmount
☒ 1 ϕ 480/240 (3 wire grounded wye)	☐ Overhead	☒ Padmount

Overhead Transformers Only:

☐ 3 ϕ 240/120 with 208 wildleg (4 wire Delta)
☐ 3 ϕ 480/240 (4 wire Delta)
☐ 3 ϕ 480 (3 wire Delta)
☐ 3 ϕ 120 (3 wire Delta)

Member's Signature

Date:

Engineer's Signature

Date:



Consolidated Electric Cooperative

P.O. Box 540
Mexico, Missouri 65265-0540
Telephone: 573/581-3630

February 17, 2022

City Of Centralia
C/O Matt Rusch
114 South Rollins
Centralia, MO 65240

RE: New service

Dear City Of Centralia

We have received your request to provide a:
New service

In order for us to provide this service we will need to collect the following (as marked) prior to the Cooperative starting the construction of the new service.

	Fee Amount	Description of Charge
x \$	25.00	Membership Fee
		Consumer Deposit
		Energy Guarantee
		Disconnect Box
X \$	10,200.00	Line Deposit per Board Policy 203
		Contribution to Work Order
	\$ 10,225.00	Total Due
	\$ -	Amount previously collected
	\$ 10,225.00	Balance Due

Please mail payment to : Consolidated Electric Cooperative
3940 E Liberty, PO Box 540
Mexico, MO 65265

If you have any questions please feel free to contact me at 573-581-3630.

Sincerely,
Troy Crum
Operations Coordinator

TC/tmp

CONSOLIDATED ELECTRIC COOPERATIVE

3940 E LIBERTY • P O BOX 540 • MEXICO, MO 65265

573-581-3630 • 1-800-621-0091

Application for Membership – Electric Service Contract - Business

Business Name: _____ State of Incorporation _____
(As it appears on Articles of Incorporation)

Service Address _____
Street and Box _____ City _____ State _____ Zip _____

Billing Address _____
Street and Box _____ City _____ State _____ Zip _____

Name of Local Contact: _____ Primary Phone _____

Secondary Phone _____ E-Mail Address _____

Date Business Started: _____ Tax I.D. No. (SSN/EIN): _____

Type of Ownership (Circle One) Corporation / Foreign Corporations / Nonprofit Corporation
Professional Corporation / Sole Proprietorship / General Partnership
Limited Partnership / Limited Liability Company / Other _____

List Owners/Partners/Officers:

Name	Title	Phone Number
------	-------	--------------

Name	Title	Phone Number
------	-------	--------------

Name	Title	Phone Number
------	-------	--------------

Date Service is to begin: _____ Type of service: _____
(Commercial / Industrial / Agricultural)

Anticipated KWH/Month _____

Name and Personal Information of Person Completing Application:

Name: _____ Phone: _____

Address: _____
Street and Box _____ City _____ State _____ Zip _____

Driver's License:

State: _____ Number: _____

The undersigned (hereinafter "Applicant") as an authorized representative and on behalf of the above named business hereby agrees to the following terms and conditions of membership in Consolidated Electric Cooperative (hereinafter "CEC"):

1. Applicant will pay the designated membership fee if not presently a member of CEC. If Applicant is presently a member of CEC, this shall be an electric service contract only. If required, Applicant will also pay to CEC the necessary construction charges or other deposits as required by CEC policies prior to acceptance as member. Membership fee and deposits shall be refunded or applied against any amount owed CEC by the Applicant upon termination of service in accordance with board policies and bylaws.
2. Acceptance of this Applicant by CEC shall constitute a Contract for electric service between Applicant and CEC at the service location (or described premises) and shall continue in full force and effect from the date

CONSOLIDATED ELECTRIC COOPERATIVE
MEXICO, MO

BOARD POLICY

NO. 203 (Revised)

Subject: Line extension for electric service other than a principal place of residence.

Purpose: A statement of Consolidated Electric Cooperative's commitment to provide service, define the circumstances and conditions under which the Cooperative will provide service and to recover costs associated with those circumstances.

Policy: The Cooperative upon formal request will supply electric service to any member in its service area who complies with the bylaws, rules and regulations of the Cooperative and who meets the circumstances and conditions established in this policy.

Provisions:

- A. When service has been requested and the provisions of Policy No. 202 have not been met, the following requirements shall apply before service can be constructed.
 1. Permanent road accessing building site which is passable by automobile.
 2. Right of way and utility easement granted to the Cooperative that meets or exceeds the Cooperative's specifications.
 3. For the first one thousand (1,000) feet of overhead line or five hundred (500) feet of underground line, member will be required to pay in advance a non-interest bearing refundable deposit of no less than Three hundred fifty dollars (\$350) or more than Ten thousand dollars (\$10,000) for payment of construction costs before work begins. This payment is for the Cooperative's investment in the facilities to provide electric service equal to the cost of the line but not exceeding Ten thousand dollars (\$10,000).
 4. The refundable deposit will be held by the Cooperative and each month's usage or minimum will be paid for by member. Immediately following twelve (12) months' usage, that part of the deposit, which is equivalent to the total of the first twelve (12) months' electric usage less the Service Availability Charge, taxes

and all other applicable charges, shall be refunded to the member. Thereafter, annually, an amount equal to the electric usage in each succeeding twelve (12) month period less the Service Availability Charge, taxes and all other applicable charges, will be refunded to the member. The term for this refund shall be no longer than five (5) years after the initial installation of the electrical facilities are complete. The remaining deposit balance after the initial five (5) year period shall be forfeited by the member.

5. For any line extension in which the cost is more than Ten thousand dollars (\$10,000), the member will be required to make a non-refundable payment in advance, for the amount in excess of Ten thousand dollars (\$10,000) plus the refundable deposit as described in Section A3 above, for construction costs before work begins. This payment is for the Cooperative's investment in the facilities to provide electric service equal to the cost of the line.
 6. If the line extension is for a three-phase service, any incremental difference in cost above the standard cost for a single-phase service will be at the member's expense.
 7. Change of membership status, ownership or death of member will relieve Cooperative of returning the remaining balance of deposit to member or his/her estate or heirs.
 8. If more than one member desires service from the same line extension, each member will be required to pay his/her share of the line extension to the Cooperative. The extension will not be built until any and all deposits are made.
 9. Except for emergencies involving danger to life or property, or non-payment, the service will remain connected. Otherwise, discontinuance of the service will result in the forfeiture of the deposit remaining at the time of disconnection.
 10. At the discretion of the Cooperative, a contract between the member requesting the line extension and the Cooperative may supersede the deposit provisions of this policy.
- B. Facilities must be on land owned by the member desiring service.
- C. The requested service shall be available at the applicable minimum and rates established and/or amended by the Board of Directors.

- D. The member assumes the responsibility for initial clearing of all right-of-way in accordance with the Cooperative's requirements. The member shall provide a valid and recordable grant of easement(s) to the Cooperative meeting all current requirements from all affected landowners for the line extension.
- E. When a primary underground line extension is requested, it will be the member's responsibility to provide an easement for the right-of-way that is within twelve (12) inches of final grade and free of obstruction. Unexpected costs incurred during installation such as drilling/blasting due to rock, conduit or concrete encasement, boring under or cutting of roads or tree stump/rock removal shall be at the expense of the member.
- F. The Cooperative will be held harmless in the event of damage to existing underground facilities not properly located by the member. Additionally, the Cooperative will be held harmless in the event damage occurs to trees, sod, shrubbery, etc. or from settling after back filling the initial trench, or subsequent repair or replacement.
- G. In the event the member's equipment is determined to need power factor correction, or is in any way interfering with adequate service to others, it will be the member's responsibility and expense to install such corrective devices as the Cooperative may require.
- H. All wiring and devices must conform to current national electrical code and local regulations.
- I. Service will be made available only after the member complies with the requirements of the Cooperative Bylaws and/or such Board policies that may apply.
- J. Within five (5) years after the initial installation of the electrical facilities completion, if the member notifies the Cooperative in writing that the service is being provided to a principal place of residence meeting all other Cooperative requirements, the entire deposit for the first one thousand (1,000) feet of overhead line or five hundred (500) feet of underground line will be refunded without regard to the twelve (12) month waiting period.
- K. All line extensions become part of the Cooperative's distribution system. The Cooperative will be the sole owner and operator of all line extensions and reserves the right to add other members to any portion thereof, regardless of any contribution or payment made by a member at any time.

The provisions of this policy supersede any and all other previously established policies to the extent that the provisions of same are in conflict with the above. The right to change this policy at any time is reserved by and to the Board.

ADOPTED BY THE BOARD OF DIRECTORS

By: 
Dale E. Hopke, President

Date: 10-27-16

Adopted: 2/28/1989
Revised: 9/23/76; 9/30/77; 1/24/80; 11/22/83; 4/26/90; 2/27/91; 6/19/97; 10/28/04; 8/25/05; 10/22/09
Reviewed: August 25, 2016

LINE EXTENSION DEPOSIT REFUND AGREEMENT

I, _____, per Consolidated Electric Cooperative Board Policy #203 (attached) have been assessed the deposit amount set forth below. I understand that when the installation of the electrical facilities is complete and I have used energy from Consolidated Electric Cooperative for twelve (12) consecutive months, the portion of my deposit which is equivalent to the total of the first twelve (12) months' electric usage payments less the Service Availability Charge, taxes and all other applicable charges, will be refunded to me in the form of a check.

Thereafter, annually, the portion of my deposit which remains equal to the payments made for electric usage used in each succeeding twelve (12) month period less the Service Availability Charge, taxes and all other applicable charges, will be refunded to me in the form of a check.

The time period for the deposit to be refunded in full, shall be no longer than sixty (60) months after the initial installation of the electric facilities are complete. Any deposit amount remaining at the completion of sixty (60) months, will be forfeited by me and shall be considered an irrevocable assignment and gift to the Cooperative.

Should the location identified herein become my primary and permanent residence, per Consolidated Electric Cooperative Board Policy #202 (attached), within the first sixty (60) months after the initial installation of the electrical facilities completion and I notify the Cooperative in writing of such, the entire remaining amount of deposit will be refunded without regard to the twelve (12) month waiting period.

Discontinuance of service for any reason within the sixty (60) month period will result in the forfeiture and irrevocable assignment and gift to the Cooperative of the deposit amount remaining at the time of disconnection.

Location & Member Number: _____

Installation Completion Date: _____

Deposit Amount: _____

Date Paid: _____

Member Signature: _____

Accepted by Cooperative Staff: _____

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND EXECUTE ANY AND ALL REQUIRED DOCUMENTS ON BEHALF OF THE CITY OF CENTRALIA WITH BOONE HOSPITAL CENTER FOR A COMMERCIAL LEASE AGREEMENT FOR TEMPORARY AMBULANCE USE.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF CENTRALIA MISSOURI, AS FOLLOWS:

SECTION 1. That the document titled “COMMERCIAL LEASE” which agreement is attached hereto and incorporated herein by reference, is hereby approved by the Board of Aldermen, and the Board directs, and the Mayor is authorized to execute the same on behalf of the City of Centralia, Missouri.

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

Read one time by title only and **PASSED** by the Board of Aldermen and **APPROVED** by the Mayor this the 7th Day of March 2022.

Alderman Wilkins: _____
Alderman Hudson: _____
Alderman Motley: _____

Alderman Stevens: _____
Alderman Rodgers: _____
Alderman Magley: _____

Chris Cox, Mayor

ATTEST:

Tara Strain, City Clerk

COMMERCIAL LEASE

THIS COMMERCIAL LEASE (“Lease”) is made effective as of the date of the last signature below (the “Effective Date”) by and between **CH Allied Services Inc., d/b/a Boone Hospital Center**, a Missouri nonprofit public benefit corporation (“Lessee”) and **the City of Centralia** (“Lessor”). Lessee and Lessor are referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, Lessor owns and operates a fire station located at **208 W Sneed Street in Centralia, Missouri** (the “Building”);

WHEREAS, Lessee operates an acute care hospital in Columbia, Missouri, commonly known as Boone Hospital Center (the “Hospital”) and wishes to ensure that a continuum of health care services are available to its service area, which includes Centralia, Missouri; and

WHEREAS, Lessee desires to lease from Lessor a portion of the Building for temporary use as an ambulance bay, service and ambulance office, and other related emergency medical service (“EMS”) purposes as set forth herein.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **PREMISES.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, **eight hundred (800) square feet** of the Building as shown on **Exhibit A** (the “Premises”), for Lessee to use as described in Section 4 below. Lessee and Lessee’s employees shall have access to the Premises and shall be entitled to use the Building’s common areas relating thereto, including entrances, exits, walkways, hallways, lobbies, public restrooms and parking spaces.

2. **TERM.** The initial term will commence on or before March 6, 2022, and end August 31, 2022.

3. **RENT.** Rent will be payable at a total amount of **Five Hundred Dollars (\$500.00) per month** (“Rent”) and prorated for any partial month. Rent will be paid to Lessor on or before the fifth (5th) day of each month at the following address: **City of Centralia, 114 South Rollins Street, Central, MO 65240, Attn: City Administrator**, or at such other places as may be designated by Lessor from time to time in writing. In the event rent is not paid within seven (7) days after the due date, Lessee agrees to pay a **late charge** of Fifty Dollars (\$50.00) plus interest at Fifteen Percent (15%) per annum on any delinquent amount. The late charge period is not a grace period, and Lessor is entitled to make written demand for any rent if not paid when due.

4. **USE.** The Premises are to be used for the operation of an ambulance bay, service and ambulance office and related EMS purposes, and for no other purpose, without prior written consent of Lessor. Lessee will not commit any waste upon the premises.

5. **USES PROHIBITED.** Lessee will not use any portion of the Premises for purposes other than those specified. No use will be made or permitted to be made upon the Premises, nor acts done, which will increase the existing rate of insurance upon the property, or cause cancellation of insurance policies covering the property. Lessee will not conduct or permit any sale by auction on the premises.

6. **ASSIGNMENT AND SUBLETTING.** Lessee will not assign this Lease or sublet any portion of the premises without prior written consent of the Lessor, which will not be unreasonably withheld; provided, however, that Lessee may assign this lease to any successor operator of Boone Hospital Center or its EMS service upon written notice to Lessor but without the need for further consent. Any assignment or subletting without consent will be void and, at the option of the Lessor, will terminate this Lease.

7. **ORDINANCES AND STATUTES.** Lessee will comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may later be in force, regarding the use of the Premises. The commencement or pendency of any state or federal court abatement proceeding affecting the use of the Premises will, at the option of the Lessor, be deemed a breach of this Lease.

8. **MAINTENANCE, REPAIRS, AND ALTERATIONS.** Unless otherwise indicated, Lessee acknowledges that the Premises are in good order and repair. Lessee will, at its expense, maintain the Premises in a good and safe condition, including plate glass and electrical wiring. The Premises will be surrendered, at termination of the Lease, in as good condition as received, normal wear and tear expected. Lessee will be responsible for repairs required, except the following which will be maintained by Lessor: roof, exterior walls, structural foundation, plumbing, and any repair to the heating and cooling systems serving the Premises. Lessor will maintain the property adjacent to the premises, such as sidewalks, driveways, and shrubbery, and will provide snow removal services for the Premises. Lessee will reimburse Lessor for Lessor's actual costs related to snow removal within thirty (30) days of receiving an invoice from Lessor for same. No substantial improvement or alteration of the Premises will be made without the prior written consent of the Lessor. Prior to the commencement of any substantial repair, improvement, or alteration, Lessee will give Lessor at least **two (2) days written notice** in order that Lessor may post appropriate notices to avoid any liability for liens.

9. **ENTRY INSPECTION.** Lessee will permit Lessor or Lessor's agents to enter the Premises at reasonable times and upon reasonable notice for the purpose of inspecting the Premises, and will permit Lessor, at any time **within one hundred fifty (150) days** prior to the expiration of this Lease to place upon the Premises any usual "For Lease" signs, and permit persons desiring to lease the Premises to inspect the Premises at reasonable times.

10. **POSSESSION.** If Lessor is unable to deliver possession of the Premises at the commencement date set forth above, Lessor will not be liable for any damage caused by the delay, nor will this Lease be void or voidable, but Lessee will not be liable for any rent until possession is delivered. Lessee may terminate this Lease if possession is not delivered within two (2) days of the commencement of the term in Section 1.

11. **LESSEE'S INSURANCE.** Lessee, at its expense, will maintain plate glass, public liability and property damage insurance insuring Lessee and Lessor with minimum coverage of combined single limits of \$1,000,000. Lessee will provide Lessor evidence of coverage upon request. Lessee's insurance obligations hereunder may be met through a program of self-insurance, or commercial coverage.

12. **LESSOR'S INSURANCE.** Lessor will maintain insurance covering one hundred percent (100%) actual cash value of the improvements and the Premises throughout the Lease term. Lessor's insurance will not insure Lessee's personal property, leasehold improvements, or trade fixtures. Lessor shall provide Lessee with a true and accurate Certificate of Insurance detailing Lessor's insurance coverage for the Premises on or before the commencement date of the term, in Section 1.

13. **SUBROGATION.** To the maximum extent permitted by insurance policies which may be owned by the parties, Lessor and Lessee waive any and all rights of subrogation against each other which might otherwise exist.

14. **UTILITIES.** Lessee agrees that he or she will be responsible for the payment of all utilities, including water, gas, electricity, heat and other services delivered to the Premises.

15. **SIGNS.** Lessee will not place, maintain, nor permit any sign or awning on any exterior door, wall, or window of the Premises without the express written consent of Lessor, which will not be unreasonably withheld, and of appropriate governmental authorities.

16. **ABANDONMENT OF PREMISES.** Lessee will not vacate or abandon the Premises at any time during the term of this Lease. If Lessee does abandon or vacate the Premises, or is disputed by process of law, or otherwise, any personal property belonging to Lessee left on the Premises will be deemed to be abandoned, at the option of Lessor.

17. **CONDEMNATION.** If any part of the Premises is condemned for public use, and a part remains which is susceptible of occupation by Lessee, this Lease will, as to the part taken, terminate as of the date the condemnor acquires possession. Lessee will be required to pay such proportion of the rent for the remaining term as the value of the Premises remaining bears to the total value of the Premises at the date of condemnation; provided, however, that either party may, at his or her option, terminate this Lease as of the date the condemnor acquires possession. In the event that the Premises are condemned in whole or the remainder is not susceptible for use by the Lessee, this Lease will terminate upon the date which the condemnor acquires possession. All sums which may be payable on account of any condemnation will belong solely to the Lessor; except that Lessee will be entitled to retain any amount awarded to him or her for his or her trade fixtures and moving expenses.

18. **TRADE FIXTURES.** Any and all improvements made to the Premises during the term will belong to the Lessor, except trade fixtures of the Lessee. Lessee may, upon termination, remove all trade fixtures, but will pay for all costs necessary to repair any damage to the Premises occasioned by the removal.

19. **DESTRUCTION OF PREMISES.** In the event of a partial destruction of the Premises during the term, from any cause except acts or omission of Lessee, Lessor will promptly repair the Premises, provided that such repairs can be reasonably made **within ninety (90) days**. Such partial destruction will not terminate this Lease, except that Lessee will be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs interferes with the business of Lessee on the Premises. If the repairs cannot be made **within ninety (90) days**, this Lease may be terminated at the option of either party by giving written notice to the other party **within the ninety (90) day period**.

20. **HAZARDOUS MATERIALS.** Lessee will not use, store, or dispose of any hazardous substances upon the Premises, except the use and storage of such substances that are customarily used in Lessee's business, and are in compliance with all environmental laws. Hazardous substances means any hazardous waste, substance or toxic materials regulated under any environmental laws or regulations applicable to the property. Lessee will be responsible for the cost of removal of any toxic contamination caused by lessee's use of the Premises.

21. **INSOLVENCY.** The appointment of a receiver, an assignment for the benefits of creditors, or the filing of a petition in bankruptcy by or against Lessee, will constitute a breach of this Lease by Lessee.

22. **DEFAULT.** In the event of any breach of this Lease by Lessee, Lessor may, at his or her option, terminate the Lease, enter upon and take possession of the Premises, and pursue all remedies available to Lessor at law or in equity. Lessor may, in the alternative, continue this Lease in effect as long as Lessor does not terminate Lessee's right to possession, and Lessor may enforce all of Lessor's rights and remedies under the Lease, including the right to recover the rent as it becomes due under the Lease. If said breach of Lease continues Lessor may, at any time thereafter, elect to terminate the Lease. In the event of any breach of this Lease by Lessor Lessee shall have the option to forfeit and terminate the Lease forthwith, by surrendering the Premises to Lessor, and/or to pursue any and all other remedies available to Lessee at law or in equity. These provisions will not limit any other rights or remedies which either party may have.

23. **ATTORNEY FEES.** In any action or proceeding involving a dispute between Lessor and Lessee arising out of this Lease, the prevailing party will be entitled to reasonable attorney fees and court costs.

24. **WAIVER.** No failure of Lessor to enforce any term of this Lease will be deemed to be a waiver.

25. **NOTICES.** Any notice which either party may or is required to give, will be given by mailing the notice, postage prepaid, via certified U.S. Mail to the addresses listed below or at such other address as may be designated in writing by the parties from time to time. Notice will be effective **five (5) days after mailing**, or on personal delivery, or when receipt is acknowledged in writing.

IF TO LESSOR:

City of Centralia
114 South Rollins Street
Centralia, MO 65240
Attn: City Administrator

IF TO LESSEE:

CH Allied Services, Inc.
d/b/a Boone Hospital Center
1600 E Broadway
Columbia, MO 65201
Attn: Legal Services

26. **HOLDING OVER.** Any holding over after the expiration of this Lease, with the consent of Lessor, will be a month-to-month tenancy at **a monthly rent of Five Hundred Dollars (\$500.00)**, payable in advance and otherwise subject to the terms of this Lease, as applicable, until either party provides **thirty (30) days' written notice** of its desire to terminate the Lease to the other party.

27. **TIME.** Time is of the essence with regard to this Lease.

28. **HEIRS, ASSIGNS. SUCCESSORS.** This Lease is binding upon and inures to the benefit of the heirs, assigns, and successors of the Parties.

29. **TAX INCREASE.** Lessor shall pay the real estate taxes due for the applicable calendar year and shall pay the same amount during all subsequent lease years; Lessee is responsible only for any increase year over year.

30. **OPTION TO RENEW.** Provided that Lessee is not in default in the performance of this Lease, Lessee will have the option to renew the Lease at the expiration of the initial Lease term for an additional six (6) months. All of the terms and conditions of the Lease will apply during the renewal term. This option may be exercised by written notice given to Lessor **not less than thirty (30) days** prior to the expiration of the initial Lease term. If notice is not given within the time specified, this Option will expire.

31. **AMERICANS WITH DISABILITIES ACT.** The parties are alerted to the existence of the Americans With Disabilities Act ("ADA"). No modifications to the Premises are anticipated to be necessary for Lessee's planned use; however, if it becomes necessary to make modifications to the Premises in order to comply with the ADA during the Term of this Lease, then Lessor and Lessee agree to meet and reasonably allocate costs for same between said parties, and if in agreement on allocation of costs cannot be reached then Lessee shall have the option to terminate this Lease without penalty.

32. **LESSOR'S LIABILITY.** In the event of a transfer of Lessor's title or interest to the property during the term of this Lease, Lessee agrees that the grantee of such title or interest will be substituted as the Lessor under this Lease, and the original Lessor will be released of all further liability; provided that all deposits will be transferred to the grantee.

33. **ESTOPPEL CERTIFICATE.**

(a) On **ten (10) days' prior written notice** from Lessor, Lessee will execute, acknowledge, and deliver to Lessor a statement in writing: [1] certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), the amount of any security deposit, and the date to which the rent and other charges are paid in advance, if any; and [2] acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective buyer or encumbrancer of the premises.

(b) At Lessor's option, Lessee's failure to deliver such statement within such time will be a material breach of this Lease or will be conclusive upon Lessee: (i) that this Lease is in full force and effect, without modification except as may be represented by Lessor; (ii) that there are no uncured defaults in Lessor's performance; and (iii) that not more than one month's rent has been paid in advance.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee agrees to deliver to any lender or buyer designated by Lessor such publicly available financial statements of Lessee as may be reasonably required by such lender or buyer. All financial statements will be received by the Lessor or the lender or buyer in confidence and will be used only for the purposes set forth.

34. **INGRESS AND EGRESS.** Lessor acknowledges that Lessee plans to operate an ambulance services from the Premises and shall ensure clear ingress and egress from the Premises at all times. Lessor agrees to take no action that jeopardizes or restricts necessary ingress and egress for Lessee's operations during the Term of this Lease.

35. **ENTIRE AGREEMENT.** The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by all parties.

IN WITNESS WHEREOF, the parties have executed this Lease as of the dates set forth below.

LESSOR:

LESSEE:

City of Centralia

**CH Allied Services, Inc. d/b/a Boone
Hospital Center**

By: _____
Chris Cox, Mayor

By: _____
Troy A. Greer, President

Date: _____

Date: _____

Premises



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

1. TYPE OF REQUEST: ☒ PARTIAL ☐ FINAL		3. PAYMENT REQUEST NUMBER: <u>5</u> PAGE 1 OF <u>1</u>		
2. PROJECT NUMBER: C295860-01		4. PERIOD COVERED BY THIS REPORT: from: <u>01/17/2022</u> to: <u>02/15/2022</u>		
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	
		Office Use Only		
A. 18921.014 - Construction Phase Eng. & Admin.		\$8,649.75	\$120,948.57	
B. Administration		\$0.00	\$0.00	
C. Legal Fees		\$0.00	\$0.00	
D. Part 3 Contractor - Fischer Grading LLC - Pay App #6		\$21,660.00	\$448,942.45	
E. Part 2 Contractor - Schmitt Irrigation & Pump Service- Pay App #2		\$580,164.76	\$80,706.68	
F. Part 1 Contractor - C&S Companies		\$0.00	\$1,375,871.21	
G.				
H.				
I.				
J.				
K.				
L.				
Z. Total from continuation sheet (lines 7.M. - 7.Y.)		0.00	0.00	
AA. Eligible costs incurred to date		610,474.51	2,026,468.91	
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:	

Contractor's Application for Payment No.

6

Application Period: 1/10/2022 - 2/7/2022		Application Date: 2/22/2022
To (Owner): City of Centralia, Missouri	From (Contractor): Fischer Grading, LLC	Via (Engineer): Bartlett & West
Project: Centralia Wastewater System Improvements Part 3	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 18921.012

**Application For Payment
Change Order Summary**

Approved Change Orders			1. ORIGINAL CONTRACT PRICE.....	\$	\$827,075.00
Number	Additions	Deductions	2. Net change by Change Orders.....	\$	
			3. Current Contract Price (Line 1 ± 2).....	\$	\$827,075.00
			4. TOTAL COMPLETED AND STORED TO DATE		
			(Column F total on Progress Estimates).....	\$	\$495,371.00
			5. RETAINAGE:		
			a. 5% X \$489,500.00 Work Completed.....	\$	\$24,475.00
			b. 5% X \$5,871.00 Stored Material.....	\$	\$293.55
			c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$24,768.55
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$470,602.45
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$448,942.45
			8. AMOUNT DUE THIS APPLICATION.....	\$	\$21,660.00
			9. BALANCE TO FINISH, PLUS RETAINAGE		
			(Column G total on Progress Estimates + Line 5.c above).....	\$	\$356,472.55
TOTALS					
NET CHANGE BY					
CHANGE ORDERS					

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:  Date: 2/22/2022

Payment of: \$ 21,660.00
(Line 8 or other - attach explanation of the other amount)

is recommended by:  2/24/2022
(Engineer) (Date)

Payment of: \$ 21,660.00
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding or Financing Entity (if applicable) (Date)

Contractor's Application

*This bid item's Unit Prices were changed by Change Order
 **This bid item's Item Quantities were changed by Change Order
 ***Both this bid item's Item Quantities and Unit Price were changed by Change Order

Stored Material Summary

Contractor's Application

For (Contract):								Application Number: 6				
Application Period: 1/10/2022 -								Application Date: 2/22/2022				
A		B	C			D		E	Subtotal Amount Completed and Stored to Date (D + E)	F		G
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification)	Storage Location	Description of Materials or Equipment Stored	Stored Previously		Amount Stored this Month (\$)	Incorporated in Work		Materials Remaining in Storage (\$)		
					Date Placed into Storage	Amount (\$)					Date (Month/	Amount (\$)
1				Mobilization / demobilization								
2				Erosion control								
3				12" ASTM D2241 PR160 PVC Transfer Pipe between basins		\$2,781.00		\$2,781.00			\$2,781.00	
4				12" ASTM D2241 PR 160 PVC Suction Piping and Intake		\$4,326.00		\$4,326.00	1/2022	\$4,326.00		
5				12" Gate Valve & Box								
6				12" Cap								
7				Earthwork for Basin Construction								
8				MoDOT Type 3 Turf Reinforcement Mat								
9				MoDOT Type 1 Turf Reinforcement Mat								
10				Gravel Drive								
11				Concrete Spash Pad								
12				Removals and Abandonments of Overland Flow Infrastructure								
A-3				12" ASTM D2241 PR160 PVC Transfer Pipe between basins		\$3,090.00		\$3,090.00			\$3,090.00	
A-7				Earthwork for Basin Construction								
A-8				MoDOT Type 3 Turf Reinforcement Mat								
A-10				Gravel Drive								
A-13				Telescoping Valve and Structure								
				Totals		\$10,197.00		\$10,197.00		\$4,326.00	\$5,871.00	

Statement of Compliance
(To be submitted monthly by grant/loan recipient)

Project Name: Centralia
WWTP
Improvements

Project Number: C295860-01

I hereby certify the following:

The payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii) and 8 CSR 30-3.010(6), and that the appropriate information is being maintained under 29 CFR 5.5 (a)(3)(i) and Section 290.290 RSMo, and that such information is correct and complete, and the project is in compliance with the requirements of 29 CFR 5.5 (a)(1) based upon the most recent payroll copies, and that the project is in compliance with 8 CSR Division 30 Chapter 3 Prevailing Wage Rules.

<u>Contractor's Name</u>	<u>Payroll Week Ending Date</u>
Fischer Grading LLC	01/09/2022
Fischer Grading LLC	01/16/2022
Fischer Grading LLC	01/23/2022
Fischer Grading LLC	01/30/2022
Fischer Grading LLC	02/06/2022
Fischer Grading LLC	02/06/2022
Fischer Grading LLC	02/13/2022

Signature of Authorized Representative

Date

Title



Contractor's Application for Payment No.

2

Application Period: 10/15/21 - 02/11/22		Application Date: 2/24/2022
To (Owner): City of Centralia, Missouri	From (Contractor): Schmitt Irrigation and Pump Service	Via (Engineer): Bartlett & West
Project: Centralia Wastewater System Improvements Part 2	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 18921.012

Application For Payment Change Order Summary

Approved Change Orders			1. ORIGINAL CONTRACT PRICE.....	\$	\$884,443.00
Number	Additions	Deductions	2. Net change by Change Orders.....	\$	-\$82,747.75
1		\$82,747.75	3. Current Contract Price (Line 1 ± 2).....	\$	\$801,695.25
			4. TOTAL COMPLETED AND STORED TO DATE		
			(Column F total on Progress Estimates).....	\$	\$695,654.15
			5. RETAINAGE:		
			a. 5% X \$147,215.15 Work Completed.....	\$	\$7,360.76
			b. 5% X \$548,439.00 Stored Material.....	\$	\$27,421.95
			c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$34,782.71
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$660,871.44
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$80,706.68
			8. AMOUNT DUE THIS APPLICATION.....	\$	\$580,164.76
			9. BALANCE TO FINISH, PLUS RETAINAGE		
			(Column G total on Progress Estimates + Line 5.c above).....	\$	\$140,823.81
TOTALS		\$82,747.75			
NET CHANGE BY CHANGE ORDERS	-\$82,747.75				

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: Joseph P. Schmitt Date: 2/23/2022

Payment of: \$ 580,164.76
(Line 8 or other - attach explanation of the other amount)

is recommended by: *Blake Nelson* 2/24/2022
(Engineer) (Date)

Payment of: \$ 580,164.76
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding or Financing Entity (if applicable) (Date)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):								Application Number: 2					
Application Period: 10/15/21 - 02/11/22								Application Date: 2/24/2022					
A						B	C	D	E	F			
Item				Contract Information			Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)	
Bid Item No.	Description			Item Quantity	Units	Unit Price							Total Value of Item (\$)
1	Mobilization / demobilization / O&M Manual			1	LS	\$9,000.00	\$9,000.00	0.80	\$7,200.00		\$7,200.00	80.0%	\$1,800.00
2	Erosion control			1	LS								
3	Removals and Replacements of Fences and other improvements			1	LS								
4	Field "B1" Irrigation Equipment, Complete			1	LS	\$110,759.00	\$110,759.00	0.20	\$22,151.80	\$84,729.00	\$106,880.80	96.5%	\$3,878.20
5	*Field "B1" Electric Service and Line, Complete			1	LS	\$12,930.00	\$12,930.00	0.11	\$1,422.30		\$1,422.30	11.0%	\$11,507.70
6	Field "B2" Irrigation Equipment, Complete			1	LS	\$204,576.00	\$204,576.00	0.18	\$36,823.68	\$162,570.00	\$199,393.68	97.5%	\$5,182.32
7	*Field "B2" Electric Service and Line, Complete			1	LS	\$22,713.00	\$22,713.00	0.10	\$2,271.30		\$2,271.30	10.0%	\$20,441.70
8	City Fescue Field Irrigation Equipment			1	LS	\$94,270.00	\$94,270.00	0.20	\$18,854.00	\$75,103.00	\$93,957.00	99.7%	\$313.00
9	*City Fescue Field Electrical Service and Line			1	LS	\$11,073.75	\$11,073.75	0.10	\$1,107.38		\$1,107.38	10.0%	\$9,966.38
10	Fill/Regrade existing pond at City Fescue Hay Field			1	LS								
11	Field "R1" Irrigation Equipment			1	LS	\$113,606.00	\$113,606.00	0.18	\$20,449.08	\$87,131.00	\$107,580.08	94.7%	\$6,025.92
12	*Field "R1" Electric Service and Line			1	LS	\$10,356.00	\$10,356.00	0.10	\$1,035.60		\$1,035.60	10.0%	\$9,320.40
13	Field "R2" Irrigation Equipment			1	LS	\$76,640.00	\$76,640.00	0.18	\$13,795.20	\$58,535.00	\$72,330.20	94.4%	\$4,309.80
14	*Field "R2" Electric Service and Line			1	LS	\$8,158.00	\$8,158.00	0.11	\$897.38		\$897.38	11.0%	\$7,260.62
15	Field "R3" Irrigation Equipment			1	LS	\$105,576.00	\$105,576.00	0.18	\$19,003.68	\$80,371.00	\$99,374.68	94.1%	\$6,201.32
16	*Field "R3" Electric Service and Line			1	LS	\$10,207.50	\$10,207.50	0.10	\$1,020.75		\$1,020.75	10.0%	\$9,186.75
17	AgSense installed on existing Sims fields, Complete (7 total)			1	LS	\$11,830.00	\$11,830.00	0.10	\$1,183.00		\$1,183.00	10.0%	\$10,647.00
	Totals						\$801,695.25		\$147,215.15	\$548,439.00	\$695,654.15	86.8%	\$106,041.11

*This bid item's Unit Prices were changed by Change Order

**This bid item's Item Quantities were changed by Change Order

***Both this bid item's Item Quantities and Unit Price were changed by Change Order

Stored Material Summary

Contractor's Application

For (Contract):								Application Number: 2				
Application Period: 10/15/21 - 02/11/22								Application Date: 2/24/2022				
A		B	C			D		E	Subtotal Amount Completed and Stored to Date (D + E)	F		G
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification)	Storage Location	Description of Materials or Equipment Stored	Stored Previously		Amount Stored this Month (\$)	Incorporated in Work		Materials Remaining in Storage (\$)		
					Date Placed into Storage	Amount (\$)					Date (Month/ \$)	
1				Mobilization / demobilization / O&M Manual								
2				Erosion control								
3				Removals and Replacements of Fences and other improvements								
4			B1 Farm	Field "B1" Irrigation Equipment, Complete	1/2022		\$84,729.00	\$84,729.00			\$84,729.00	
5				*Field "B1" Electric Service and Line, Complete								
6			B2 Farm	Field "B2" Irrigation Equipment, Complete	1/2022		\$162,570.00	\$162,570.00			\$162,570.00	
7				*Field "B2" Electric Service and Line, Complete								
8			City Farm	City Fescue Field Irrigation Equipment	1/2022		\$75,103.00	\$75,103.00			\$75,103.00	
9				*City Fescue Field Electrical Service and Line								
10				Fill/Regrade existing pond at City Fescue Hay Field								
11			R1 Farm	Field "R1" Irrigation Equipment	1/2022		\$87,131.00	\$87,131.00			\$87,131.00	
12				*Field "R1" Electric Service and Line								
13			R2 Farm	Field "R2" Irrigation Equipment	1/2022		\$58,535.00	\$58,535.00			\$58,535.00	
14				*Field "R2" Electric Service and Line								
15			R3 Farm	Field "R3" Irrigation Equipment	1/2022		\$80,371.00	\$80,371.00			\$80,371.00	
16				*Field "R3" Electric Service and Line								
17				AgSense installed on existing Sims fields, Complete (7 total)								
				Totals			\$548,439.00	\$548,439.00			\$548,439.00	

Statement of Compliance
(To be submitted monthly by grant/loan recipient)

Project Name: Centralia
WWTP
Improvements

Project Number: C295860-01

I hereby certify the following:

The payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii) and 8 CSR 30-3.010(6), and that the appropriate information is being maintained under 29 CFR 5.5 (a)(3)(i) and Section 290.290 RSMo, and that such information is correct and complete, and the project is in compliance with the requirements of 29 CFR 5.5 (a)(1) based upon the most recent payroll copies, and that the project is in compliance with 8 CSR Division 30 Chapter 3 Prevailing Wage Rules.

<u>Contractor's Name</u>	<u>Payroll Week Ending Date</u>
<u>Schmitt Irrigation & Pump Service</u>	<u>10/16/2021-1/08/2022-NO WORK</u>
<u>Schmitt Irrigation & Pump Service</u>	<u>1/15/2022</u>
<u>Schmitt Irrigation & Pump Service</u>	<u>1/22/2022-NO WORK</u>
<u>Schmitt Irrigation & Pump Service</u>	<u>1/29/2022-2/11/2022-NO WORK</u>

Signature of Authorized Representative

Date

Title

Bartlett & West

Driving Community and Industry Forward, Together.

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

1719 Southridge Drive, Suite 100
Jefferson City, MO 65109
573-634-3181 Fax 573-634-7904
F.E.I.N 48-0770612

Mike Forsee
City of Centralia, MO
114 South Rollins Street
Centralia, MO 65240

February 15, 2022
Project No: 018921.014
Invoice No: 00730084497

Project Manager: Gary Davis

Project 018921.014 Centralia WWTF Const Phase

Professional Services from January 1, 2022 to January 28, 2022

Professional Services

	Hours	Rate	Amount
Engineer VIII	1.50	195.00	292.50
Engineer VI	.50	167.00	83.50
Engineer V	6.50	157.00	1,020.50
Engineer I	49.25	109.00	5,368.25
Engineering Tech X	9.00	163.00	1,467.00
Engineering Tech III	4.75	88.00	418.00
Totals	71.50		8,649.75
Total Labor			8,649.75

Billing Limits	Current	Prior	To-Date
Total Billings	8,649.75	112,298.82	120,948.57
Limit			184,930.00
Remaining			63,981.43
		Total this Invoice	\$8,649.75

Reviewing Submittals and AIS Certifications
Communication with Contractors
Communication with Client
Payroll reviews for all parts.
Site Visits
Compiling Reimbursement Request #5 for the City
Reviewing Pay Applications for Schmitt and C&S