

Note: Please turn off all cell phones and pagers during the meeting.

Open Citizen Comment Procedure

- 1) Public Hearings – Any citizen is allowed to ask questions and/or make comments during any public hearing scheduled for a particular issue.
- 2) “Citizen Communication” – Public comment can be provided on any item on the agenda or on issues affecting the City not on the agenda. Public comments should generally be limited to 3-5 minutes. Citizens are encouraged (but not required) to contact City Administration one week prior to the meeting, preferably in writing, to be placed on the agenda. Doing so provides Council an opportunity to give consideration to the issue/comment.

COUNCIL PRAYER

Ministerial Alliance

AGENDA OF THE ROLLA CITY COUNCIL

Monday, April 6, 2020; 6:30 P.M.

City Hall Council Chambers

901 North Elm Street

PRESIDING: MAYOR LOUIS J. MAGDITS, IV

COUNCIL ROLL: RACHEL SCHNEIDER, MONTY JORDAN, MATTHEW CROWELL, ANN MURPHEY, JACOB ROHTER, DAVID SCHOTT, JODY EBERLY, JOHN MEUSCH, CAROLYN BOLIN, MARIE ALLEN, AND CHRISTINE RUDER

PLEDGE OF ALLEGIANCE

Councilman Matthew Crowell

I. CONSENT AGENDA

A) Consider Approval of the City Council Minutes of:

- 1) Special City Council Meeting, March 2, 2020
- 2) City Council Meeting, March 2, 2020
- 3) City Council Closed Session – March 2, 2020
- 4) City Council Meeting, March 16, 2020
- 5) City Council Closed Session Meeting, March 16, 2020

II. PUBLIC HEARINGS

None.

III. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS

A) “Child Abuse and Neglect Prevention Month” Proclamation

IV. REPORT OF MAYOR and COUNCIL/REPORTS OF BOARDS AND COMMISSIONS/CITY DEPARTMENTS

- A) Environmental Services Department Monthly Report –February 2020
- B) Parks Financial Analysis – February 2020
- C) The Centre Financial Analysis – February 2020
- D) Municipal Court Monthly Report – February 2020
- E) Building Codes Monthly Reports – February & March 2020
- F) Animal Control Division Monthly Report – February 2020

V. **OLD BUSINESS**

- A) **Ordinance** Rezoning 101 S. Rucker Avenue from C-1 (Neighborhood Commercial District) to C-2 (General Retail District) (City Planner Tom Coots) – **Final Reading**
- B) **Ordinance** Authorizing the Mayor to Enter into a Hangar Ground Lease with Dr. Ron Wilkerson, d/b/a Vichy Enterprises, LLC, (City Administrator John Butz) – **Final Reading**
- C) **Ordinance** Authorizing the Mayor to Enter into an Agreement with Kelpe Contracting, Inc., for University Drive Pedestrian Bridge, Project #359 (City Engineer Darin Pryor) –
Final Reading

VI. **NEW BUSINESS**

- A) Consideration of Proposals for Existing Building Option for Animal Shelter –
(City Administrator John Butz) – **Discussion**
- B) Update on Stay at Home Order – (City Administrator John Butz) – **Review**
- C) **Resolution** Authorizing the Mayor to Enter into a Temporary Construction Easement & Permanent Sidewalk & Utility Easement Agreements with McDonald's Real Estate Co.
(Public Works Director Steve Hargis) – **Motion**
- D) **Resolution** Authorizing the Mayor to Accept a Temporary Construction & Permanent Utility Easement from Jade Properties, LLC – (Public Works Director Steve Hargis) – **Motion**
- E) **Ordinance** Authorizing the Mayor to Execute an Agreement with HDR Engineering for Southeast & Vichy Road WWTP Improvements (Task Order 12) – (Public Works Director Steve Hargis) –
First Reading

VII. **CLAIMS and/or FISCAL TRANSACTIONS**

- A) **Motion** Awarding Bid for Project 473 – Vichy Road Wastewater Plant Improvements; and,
Motion Accepting DBE Efforts for Same – (Public Works Director Steve Hargis) – **Motions(2)**
- B) **Motion** Awarding Bid for Project 473 – Southeast Wastewater Plant Improvements; and,
Motion Accepting DBE Efforts for Same – (Public Works Director Steve Hargis) – **Motions(2)**
- C) **Motion** Awarding Bid for Project 505 – FY 2020 Phase II Asphalt Improvements; and an **Ordinance** Authorizing the Mayor to Enter into an Agreement for Same (City Engineer Darin Pryor) –
Motion/First Reading

VIII. **CITIZEN COMMUNICATION**

- A) Open Citizen Communication
- B) Ms. Katie Wood - Greyhound Bus Lines/Homeless Concerns

IX. **MAYOR/CITY COUNCIL COMMENTS**

- A) Citizen Petition

X. **COMMENTS FOR THE GOOD OF THE ORDER**

XI. **CLOSED SESSION**

Pursuant to RSMo. 610.021, the Council will discuss the following in Closed Session:
None.

XII. **ADJOURNMENT**

**SPECIAL ROLLA CITY COUNCIL MEETING MINUTES
MONDAY, MARCH 2, 2020; 5:30 P.M.
ROLLA CITY HALL COUNCIL CHAMBERS
901 NORTH ELM STREET**

Presiding: Mayor Louis J. Magdits, IV

Council Members in Attendance: Rachel Schneider, Matthew Crowell, Ann Murphey, Jacob Rohter, David Schott, Jody Eberly, John Meusch, Carrolyn Bolin, Marie Allen, and Christine Ruder

Council Members Absent: Monty Jordan

Department Directors in Attendance: Finance Director Steffanie Rogers and Fire Chief Ron Smith

Others in Attendance: Mr. Brian Hey, Attorney at Law with McMahon and Berger, City Administrator John Butz, City Counselor Carolyn Buschjost, and City Clerk Carol Daniels

(1) ADJOURNMENT INTO CLOSED SESSION

Mayor Magdits called the meeting to order at approximately 5:34 p.m. and entertained a motion to adjourn into Closed Session.

A motion was made by Schneider and seconded by Meusch to adjourn into Closed Session pursuant to RSMo. 610.021(9) to discuss union negotiations. A roll call vote on the motion showed the following: Ayes; Bolin, Ruder, Schneider, Allen, Murphey, Crowell, Meusch, Rohter, Eberly, and Schott. Nays; None. Absent; Jordan. Motion carried.

The Council adjourned into Closed Session at approximately 5:35 p.m.

The Council reconvened into open session at approximately 6:32 p.m.

Minutes respectfully submitted by City Clerk Carol Daniels.

CITY CLERK

MAYOR

MARCH 2, 2020

I. A-1.

**ROLLA CITY COUNCIL MEETING MINUTES
MONDAY, MARCH 2, 2020; 6:30 P.M.
ROLLA CITY HALL COUNCIL CHAMBERS
901 NORTH ELM STREET**

Presiding: Mayor Louis J. Magdits, IV

Council Members in Attendance: Rachel Schneider, Matthew Crowell, Ann Murphey, Jacob Rohter, David Schott, Jody Eberly, John Meusch, Carolyn Bolin, Marie Allen, and Christine Ruder

Council Members Absent: Monty Jordan

Department Directors in Attendance: Police Chief Sean Fagan, Community Development Director Steve Flowers, Parks Director Floyd Jernigan, Environmental Services Director Brady Wilson, Public Works Director Steve Hargis, Interim Recreation Center Director Marci Fairbanks, and Fire Chief Ron Smith

Other City Officials in Attendance: City Administrator John Butz, City Counselor Carolyn Buschjost, and City Clerk Carol Daniels

A member of the Rolla Ministerial Alliance opened the meeting with prayer.

Mayor Louis J. Magdits, IV called the meeting to order at approximately 6:32 p.m. and asked Councilwoman Rachel Schneider to lead in the Pledge of Allegiance.

CLOSED SESSION ACTION: City Counselor Carolyn Buschjost reported that at approximately 5:30 p.m., the Council adjourned into Closed Session and discussed union negotiations. No final action was taken.

I. CONSENT AGENDA

A motion was made by Schneider and seconded by Murphey to approve the consent agenda as submitted. A voice vote on the motion showed ten ayes, zero nays, and one absent. Motion carried. The consent agenda consisted of the following:

(A) Approval of the Rolla City Council Minutes for the following:

- 1) City Council Meeting – February 3, 2020
- 2) City Council Closed Session Meeting – February 3, 2020
- 2) City Council Meeting – February 18, 2020
- 3) City Council Closed Session Meeting – February 18, 2020

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II. PUBLIC HEARINGS

None.

III. ACKNOWLEDGEMENTS AND SPECIAL PRESENTATIONS

(A) University Extension Update: Since Mr. Chris Beaugard was unable to attend, this item will be held at a future meeting.

(B) Introduction of Rolla Regional Economic Commission (RREC) Executive Director: RREC President Mr. William S. Jenks, III, introduced RREC's new executive director Mr. Dale Martin. He recalled that Mr. Martin was the former head basketball coach for Missouri S&T. Mr. Jenks noted that RREC has decided to temporarily hire a part-time director.

Mr. Martin addressed the Council and said he plans to begin his duties by first visiting with all of the RREC partners. He stated he is meeting with them because the main thing we need to do is take care of the people we have in Rolla.

IV. REPORT OF MAYOR and COUNCIL/REPORTS OF BOARDS AND COMMISSIONS/CITY DEPARTMENTS

Mayor Magdits referred the Council to **(A)** the January 2020, Environmental Services Department Monthly Report; **(B)** the January 2020, Parks Financial Analysis; **(C)** the January 2020, Centre Financial Analysis; **(D)** the January 2020, Municipal Court Monthly Report; **(E)** the January 2020, Building Codes Monthly Report; **(F)** the February 18, 2020, Development Review Committee Meeting Minutes; **(G)** the February 11, 2020, Planning and Zoning Commission Meeting Minutes; **(H)** the January 2020 Rolla Municipal Utilities Monthly Report; **(I)** the January 28, 2020, Board of Public Works Meeting Minutes; and, **(J)** the January 2020 Animal Control Monthly Report.

V. OLD BUSINESS

(A) Ordinance Amending Section 27-107 of the Code Pertaining to Parking: City Engineer Darin Pryor recalled that during the last Council meeting he informed the Council that in 2016 a portion of the parking lot near the Sixth and Elm Street intersection was changed from ten-hour parking to parking by permit only due to the

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V. OLD BUSINESS (continued)

(A) Ordinance Amending Section 27-107 of the Code Pertaining to Parking (continued): demand for permit parking. Since the demand for permit parking has declined, staff recommends reverting a portion of the parking lot to ten-hour parking.

Councilman Schott noted he has received feedback from a number of businesses (Red Door Gifts, Peace of Mind, etc.) about having some parking available to the public in the parking lot located behind their businesses. Currently, there are no free parking spaces available in this lot.

City Counselor Carolyn Buschjost read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4543: AN ORDINANCE REPEALING SECTION 27-107 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, AND ENACTING A NEW SECTION 27-107, IN LIEU THEREOF RELATING TO PARKING. A motion was made by Crowell and seconded by Rohter to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Crowell, Schott, Ruder, Schneider, Murphey, Bolin, Meusch, Rohter, Eberly, and Allen. Nays; None. Absent; Jordan. Motion carried. The ordinance passed.

VI. NEW BUSINESS

(A) Ordinance Authorizing the Mayor to Enter into a State Transportation Assistance Revolving (STAR) Fund Loan for Improvements at the Rolla National Airport: Public Works Director Steve Hargis indicated the subject ordinance would authorize the Mayor to enter in to a STAR (State Transportation Assistance Revolving) Fund loan for the improvements at the Rolla National Airport for \$162,693. This amount represents the City's 5% match for the rehabilitation of Runway 4/22. Mr. Hargis said the work on this project would start this spring for a total cost of \$2,928,412.

City Counselor Carolyn Buschjost read the following proposed ordinance for its first reading, by title. ORDINANCE: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A CERTAIN STATE TRANSPORTATION ASSISTANCE REVOLVING (STAR) FUND LOAN AGREEMENT AND PROMISSORY NOTE BETWEEN THE CITY OF ROLLA, MISSOURI AND MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION.

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VII. CLAIMS and/or FISCAL TRANSACTIONS

(A) Motion Awarding Bid for Replacement of the SplashZone Heater: Parks Director Floyd Jernigan informed the Council there is a need to replace the heater in the SplashZone pool. He said the system has exceeded its useful life and the pump as well as the burner and piping need to be replaced. Mr. Jernigan said the heater would allow the City to have night swims and allow before and after hours events. He told the Council that two contractors indicated timing would not work in their schedule, since the City wanted to have the new heater installed before SplashZone's opening. Mr. Jernigan reported the sole bid of \$31,466 from Hartley's Climate Control, is below the projected estimate and staff recommends approval. After much discussion, a motion was made by Murphey and seconded by Bolin to award the bid for the replacement of the SplashZone heater to Hartley's Climate Control for \$31.466. A voice vote on the motion showed ten ayes, zero nays, and one absent. Motion carried.

(B) Motion Awarding Bid for Shelter and Shade Structure for Concession Building: As part of the renovation work at the ballfield complex in Ber Juan Park, Parks Director Floyd Jernigan asked the Council to authorize the purchase of a shelter and shade structure. This would provide additional coverage and seating for those using the park, specifically, the ballfield and the concession building area. Mr. Jernigan indicated five bids were received and staff is recommending the award of the project to the low bidder, All Inclusive Rec, for their Steelworx Square Shelter 24' model for \$27,928. A motion was made by Bolin and seconded by Crowell to award the bid for the shelter and shade structure to All Inclusive Rec for a Steelworx Square Shelter 24' model for \$27,928. A voice vote on the motion showed ten ayes, zero nays, and one absent. Motion carried.

VIII. CITIZEN COMMUNICATION

Mayor Magdits opened the floor to anyone wishing to address the Council. No one present responded.

IX. MAYOR/CITY COUNCIL COMMENTS

(A) Speeding on Greentree Drive: Councilman Schott said a constituent contacted him about speeding on Greentree Drive. Mr. Schott thanked Police Chief Sean Fagan for having a police officer patrol the area. He said the constituent expressed his appreciation for these efforts.

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IX. MAYOR/CITY COUNCIL COMMENTS (continued)

(B) Coronavirus: Councilman Matthew Crowell asked if the City has done anything or plans to do anything should the coronavirus occur in our area.

City Administrator John Butz said Fire Chief Ron Smith issued a policy for his employees and Chief Sean Fagan may have some information from Phelps Health. The City has not received any direction from the Department of Health or the Missouri Municipal League.

Mayor Magdits indicated staff would try to have someone from Phelps Health speak to this issue at the Council's next meeting on March 16, 2020.

(C) City-Wide Spring Cleanup: Environmental Services Director Brady Wilson announced the City-wide Spring Cleanup is scheduled for Saturday, April 4, 2020. He said items should be placed to the curb by 6 a.m. that day.

Additionally, Mr. Wilson indicated the City has resumed the curbside collection of yard waste in biodegradable bags, the collection of household hazardous waste, and the loading of compost/mulch is now available on Wednesdays.

X. COMMENTS FOR THE GOOD OF THE ORDER

(A) Councilwoman Eberly congratulated both Rolla High School boys and girls who are both playing in their district championship.

XI. CLOSED SESSION

None.

XII. ADJOURNMENT

Having no further business, the meeting adjourned at approximately 7:35 p.m.

Minutes respectfully submitted by City Clerk Carol Daniels.

CITY CLERK

MAYOR

MARCH 2, 2020

I.A-6.

**ROLLA CITY COUNCIL MEETING MINUTES
MONDAY, MARCH 16, 2020; 6:30 P.M.
ROLLA CITY HALL COUNCIL CHAMBERS
901 NORTH ELM STREET**

Presiding: Mayor Louis J. Magdits, IV

Council Members in Attendance: Rachel Schneider, Matthew Crowell, Ann Murphey, Jacob Rohter, David Schott, Jody Eberly, John Meusch, Carrolyn Bolin, Marie Allen, and Christine Ruder

Council Members Absent: Monty Jordan

Department Directors in Attendance: Police Chief Sean Fagan, Community Development Director Steve Flowers, Parks Director Floyd Jernigan, Environmental Services Director Brady Wilson, Public Works Director Steve Hargis, Interim Recreation Center Director Marci Fairbanks, and Fire Chief Ron Smith

Other City Officials in Attendance: City Administrator John Butz, City Counselor Lance Thurman, City Planner Tom Coots, City Engineer Darin Pryor, and City Clerk Carol Daniels

Mayor Louis J. Magdits, IV, called the special meeting to order at approximately 5:35 p.m. and stated this meeting was called to field the Council's questions and share some information with the Council regarding the coronavirus. Dr. Nathan Ratchford, Senior VP and Chief Medical Officer at Phelps Health, Chief Executive Officer Ed Clayton at Phelps Health, Phelps County Commissioner Larry Stratman, Phelps/Maries County Health Department Director Ashley Wann, and Phelps County Community Emergency Preparedness Director Mike Kim, all addressed the Council and entertained questions about the coronavirus pandemic. The Council recessed at approximately 6:26 p.m.

A member of the Rolla Ministerial Alliance provided the invocation just before Mayor Louis J. Magdits, IV called the regular meeting to order at approximately 6:34 p.m.

Councilwoman Christine Ruder then led in the Pledge of Allegiance.

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I.A.7.

**COUNCIL MEETING MINUTES
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I. PUBLIC HEARINGS

(A) Ordinance Rezoning 101 S. Rucker Avenue from C-1 (Neighborhood Commercial District) to C-2 (General Retail District): City Planner Tom Coots informed the Council that the subject property is located at 101 S. Rucker Avenue and its former use was a church. The applicant, who recently purchased the property, has requested the rezoning of the property from C-1 (Neighborhood Commercial District) to C-2 (General Retail District) and plans to remodel the building to be used as a restaurant with alcohol sales. Mr. Coots advised the current zoning does not permit the sale of alcohol, thus the reason for the rezoning request. He also informed the Council that the Planning and Zoning Commission recommends approval of this request.

Mayor Magdits opened the public hearing to anyone wishing to address the Council concerning the subject-rezoning request. No one present responded. Mayor Magdits closed the public hearing.

City Counselor Lance Thurman read the following proposed ordinance for its first reading, by title. ORDINANCE: AN ORDINANCE TO APPROVE THE RE-ZONING OF 101 S. RUCKER AVENUE FROM THE C-1, NEIGHBORHOOD COMMERCIAL DISTRICT TO THE C-2, GENERAL RETAIL DISTRICT. (ZON20-01)

II. SPECIAL PRESENTATIONS

(A) Coronavirus Information: Mayor Magdits reported the City has been working, developing, and reworking various plans for the community regarding the coronavirus pandemic. Since it is a very fluid situation, adjustments are being made almost on a daily basis. Mayor Magdits indicated the City is coordinating its efforts with other agencies and entities ranging from the County to Phelps Health officials. Additionally, the City is relying on subject-matter experts to guide the City in the right way, both medically, legally, and from public safety perspectives.

Mayor Magdits then turned the floor over to Dr. Nathan Ratchford, Senior VP and Chief Medical Officer at Phelps Health, Chief Executive Officer Ed Clayton at Phelps Health, Phelps County Commissioner Larry Stratman, Phelps/Maries County Health Department Director Ashley Wann, and Phelps County Community Emergency Preparedness Director Mike Kirn, who addressed the Council concerning the coronavirus pandemic.

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III. OLD BUSINESS

(A) Ordinance Authorizing the Mayor to Enter into a State Transportation Assistance Revolving (STAR) Fund Loan for Improvements at the Rolla National Airport: Public Works Director Steve Hargis reported the subject loan is for \$162,693 at a rate of 1.2% to be paid back over five years through the Missouri Highway and Transportation Commission agreement. The rehabilitation work on Runway 4/22 at the Rolla National Airport is scheduled to begin this spring.

City Counselor Lance Thurman read the following proposed ordinance for its final reading, by title. ORDINANCE NO 4544: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A CERTAIN STATE TRANSPORTATION ASSISTANCE REVOLVING (STAR) FUND LOAN AGREEMENT AND PROMISSORY NOTE BETWEEN THE CITY OF ROLLA, MISSOURI AND MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION. A motion was made by Murphey and seconded by Bolin to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Eberly, Allen, Murphey, Bolin, Schneider, Ruder, Meusch, Schott, and Rohter. Nays; Crowell. Absent; Jordan. Motion carried. The ordinance passed.

IV. NEW BUSINESS

(A) Ordinance Authorizing the Mayor to Enter into a Hangar Ground Lease with Dr. Ron Wilkerson, d/b/a Vichy Enterprises, LLC: City Administrator John Butz recalled the Council authorized staff to solicit proposals for a building sale and new ground lease in exchange for significant building improvements at the Rolla National Airport. He reported that Dr. Ron Wilkerson submitted the sole proposal. Mr. Butz said the subject agreement would sell the building for \$1,000 but requires evidence of \$55,000 in building improvements. In exchange, the Lessee receives a 20-year ground lease at \$1,800 a year and the option to renew the lease at market rates for up to 15 years.

City Counselor Lance Thurman read the following proposed ordinance for its first reading, by title. ORDINANCE: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A HANGAR GROUND LEASE BETWEEN DR. RONALD WILKERSON D/B/A VICHY ENTERPRISES, LLC, AND THE CITY OF ROLLA, MISSOURI.

V. CLAIMS and/or FISCAL TRANSACTIONS

(A) Motion Awarding Bid for E-Citation Printers: Police Chief Sean Fagan recalled that one of the benefits of the new countywide software system, is the ability to issue e-citations. He said the police officers are now able to type and print the citations in their vehicles. Chief Fagan said staff is recommending the purchase of twenty-two new Brother mobile ticket printers and accessories for a total price of \$13,995.30. He added that due to budget constraints, he is recommending the printers be purchased using funds from the Department's Seizures and Forfeitures account. A motion was made by Crowell and seconded by Schott to authorize the purchase of twenty-two new Brother mobile ticket printers and accessories from the low bidder, CDW Government for \$13,995.30. A voice vote on the motion showed ten ayes, zero nays, and one absent. Motion carried.

(B) Motion Awarding Bid for University Drive Pedestrian Bridge, and; an Ordinance Authorizing the Mayor to Enter into an Agreement with Kelp Contracting, Inc., for University Drive Pedestrian Bridge, Project #359: City Engineer Darin Pryor reported that three bids were received for the construction of a pedestrian bridge over Interstate 44 at University Drive. Staff is recommending the bid be awarded to the low bidder, Kelp Contracting, Inc., Wildwood, Missouri for \$1,785,970.88. He noted the bid award is pending Missouri Department of Transportation concurrence.

A motion was made by Schott and seconded by Meusch to award the bid for the construction of a pedestrian bridge over I-44 at University Drive to Kelp Contracting, Inc., Wildwood, Missouri for \$1,785,970.88 A voice vote on the motion showed ten ayes, zero nays, and one absent. Motion carried.

City Counselor Lance Thurman read the following proposed ordinance for its first reading, by title. ORDINANCE: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND KELPE CONTRACTING, INC, FOR UNIVERSITY DRIVE PEDESTRIAN BRIDGE, PROJECT #359.

(C) Motion Awarding Bid for 2020 Crew Cab, ¾ Ton Pickup with Short Bed, for the Street Department to Taylor Dodge of Rolla: City Engineer Darin Pryor reported bids were recently received for multiple pickup trucks. He said staff is recommending the bid be awarded to the low bidder in all cases, which follow:

V. CLAIMS and/or FISCAL TRANSACTIONS (continued)

(C) Motion Awarding Bid for 2020 Crew Cab, ¾ Ton Pickup with Short Bed, for the Street Department to Taylor Dodge of Rolla (continued): A motion was made by Bolin and seconded by Crowell to award the bid for a 2020 Crew Cab, ¾-ton pickup with short bed to Taylor Dodge of Rolla, Missouri for \$28,947.00. A voice vote on the motion showed ten ayes, zero nays, and one absent. Motion carried.

(D) Motion Awarding Bid for 2020 Regular Cab, One Ton Pickup with 8' Bed, for the Street Dept. to Taylor Dodge of Rolla: A motion was made by Meusch and seconded by Schneider to award the bid for a 2020 Regular Cab, one-ton pickup to Taylor Dodge of Rolla, Missouri, for \$26,654.00. A voice vote on the motion showed ten ayes, zero nays, and one absent. Motion carried.

(E) Motion Awarding Bid for 2020 Crew Cab, ½ Ton Pickup with Short Bed, for the Street Dept. to Capitol Dodge of Jefferson City: A motion was made by Meusch and seconded by Schott to award the bid for a 2020 Crew Cab, one-half ton pickup with short bed, to Capitol Dodge of Jefferson City, Missouri, for \$25,175.00. A voice vote on the motion showed ten ayes, zero nays, and one absent. Motion carried.

(F) Motion Awarding Bid for a 2020 Crew Cab, ¾ Ton Pickup with Short Bed, for the Sewer Dept. to Taylor Dodge of Rolla: A motion was made by Bolin and seconded by Crowell to award the bid for a 2020 Crew Cab ¾-ton pickup with short bed to Taylor Dodge of Rolla, Missouri, for \$28,947.00. A voice vote on the motion showed ten ayes, zero nays, and one absent. Motion carried.

(G) Ordinance Authorizing the Mayor to Execute a Grant Agreement with SEMA and Authorizing the Purchase of an Outdoor Storm Siren with Federal Signal: Fire Chief Ron Smith asked the Council to consider authorizing the purchase of a Federal Signal 2001-130 storm siren from Federal Signal Corporation. He said staff is recommending the replacement of the siren (over 25 years old) that is located at the RMU (Rolla Municipal Utilities) well house at the intersection of Ann and Tenth Streets. Chief Smith reported the City was awarded a \$23,465.74 grant on March 11, 2020 to purchase the siren. He asked the Council to consider the first and final reading of the subject ordinance, since there is a June 1, 2020, deadline for the grant.

City Counselor Lance Thurman read the following proposed ordinance for its first reading, by title. ORDINANCE NO. 4545: AN ORDINANCE AUTHORIZING THE

V. CLAIMS and/or FISCAL TRANSACTIONS (continued)

(G) Ordinance Authorizing the Mayor to Execute a Grant Agreement with SEMA and Authorizing the Purchase of an Outdoor Storm Siren with Federal Signal (continued): MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN GRANT AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND THE MISSOURI STATE EMERGENCY MANAGEMENT AGENCY AND AUTHORIZING THE PURCHASE OF AN OUTDOOR STORM SIREN WITH FEDERAL SIGNAL. A motion was made by Crowell and seconded by Schneider to suspend the rules and that the ordinance be read for its final reading, by title. A voice vote on the motion showed ten ayes, zero nays, and one absent. Motion carried. Mr. Thurman then read the proposed ordinance for its final reading, by title. A motion was made by Meusch and seconded by Crowell to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Schneider, Rohter, Ruder, Bolin, Murphey, Schott, Crowell, Meusch, Allen, and Eberly. Nays; None. Absent; Jordan. Motion carried. The ordinance passed.

VI. MAYOR/CITY COUNCIL COMMENTS

Signs in Public Right-of-Way: Mayor Magdits asked Community Development Director Steve Flowers to speak to the issue of signs in the public right-of-way.

Mr. Flowers explained signs are prohibited in the public right-of-way. If a sign is placed in the right-of-way, staff will typically contact the adjacent business and explain the sign regulations. If unable to speak with anyone, Mr. Flowers said the City would retrieve the sign and then give the owner a few days to claim it.

(A) Motion Reappointing Mr. Jacob Rohter to the Bicycle Pedestrian Advisory Committee (BPAC) April 2023): A motion was made by Schott and seconded by Schneider, to reappoint Mr. Jacob Rohter to the Bicycle Pedestrian Advisory Committee (BPAC) until April 2023. A voice vote on the motion showed ten ayes, zero nays, and one absent. Motion carried.

(B) Motion Reappointing Mr. Dick Elgin to the Bicycle Pedestrian Advisory Committee (BPAC) (April 2023): A motion was made by Schott and seconded by Meusch, to reappoint Mr. Dick Elgin to the Bicycle Pedestrian Advisory Committee (BPAC) until April 2023. A voice vote on the motion showed ten ayes, zero nays, and one absent. Motion carried.

VI. MAYOR/CITY COUNCIL COMMENTS (continued)

(C) Motion Reappointing Mr. Jeremy Jamison to the Bicycle Pedestrian Advisory Committee (BPAC) (April 2023): A motion was made by Murphey and seconded by Meusch to reappoint Mr. Jeremy Jamison to the Bicycle Pedestrian Advisory Committee (BPAC) until April 2023. A voice vote on the motion showed ten ayes, zero nays, and one absent. Motion carried.

(D) Motion Appointing Mr. Jonathan Garrett to the Bicycle Pedestrian Advisory Committee to Complete the Unexpired Term of Mr. Ryan Ebert (April 2021): A motion was made by Schott and seconded by Bolin to appoint Mr. Jonathan Garrett to the Bicycle Pedestrian Advisory Committee (BPAC) to complete the unexpired term of Mr. Ryan Ebert (April 2021). A voice vote on the motion showed ten ayes, zero nays, and one absent. Motion carried.

(E) Councilman Schott noted it would take a few months before the new “use tax” will be received by the City and the City’s public safety personnel are putting themselves at a higher risk of the coronavirus. He said there has been some discussion about a stopgap measure for the public safety personnel.

Mayor Magdits reported that he and City Administrator John Butz met again on Thursday about this concern and plans to have something drafted within the next couple of weeks.

(F) Councilman Schott asked if there has been any contingency or concern about the April 7, 2020, municipal election due to the coronavirus issue.

City Administrator John Butz said the County Commission plans to have this discussion with Phelps County Clerk and Election Authority Pam Grown. The State would ultimately need to make a decision about the election.

(F) Councilman Schott mentioned that he attended a recent seminar at the Library with a representative from the League of Women Voters regarding the census. He said the speaker mentioned that Rolla is historically undercounted during the census, compared to other municipalities. He encouraged all Rolla residents to complete the census form.

City Administrator John Butz indicated City Planner Tom Coots would be providing a census update during the Council’s next meeting.

VII. CITIZEN COMMUNICATION

Mayor Magdits opened the floor to anyone wishing to address the Council. No one present responded.

VIII. COMMENTS FOR THE GOOD OF THE ORDER

None.

IX. CLOSED SESSION

A motion was made by Bolin and seconded by Crowell to adjourn into Closed Session pursuant to RSMo. 610.021 (2,3&12), to discuss real estate, sealed proposals, and personnel. A roll call vote on the motion showed the following: Ayes; Schott, Meusch, Bolin, Schneider, Ruder, Allen, Murphey, Crowell, Eberly, and Rohter. Nays; None. Absent; Jordan. Motion carried.

The Council adjourned into Closed Session at approximately 8:12 p.m.

X. CLOSED SESSION ACTION

The Council reconvened into open session at approximately 9:56 p.m.

City Counselor Lance Thurman reported that during Closed Session the Council discussed matters of real estate, sealed proposals, and personnel. No final action was taken.

XI. ADJOURNMENT

Having no further business, the meeting adjourned at approximately 9:57 p.m.

Minutes respectfully submitted by City Clerk Carol Daniels.

CITY CLERK

MAYOR

MARCH 16, 2020

I.A.14.

Proclamation

WHEREAS; through strengthening family and communities within the borders of Rolla, Missouri, we are together on this day marking a continual commitment to making impacting and positive differences in the lives of our children; and

WHEREAS; children thrive when they are physically, socially, emotionally and educationally on track, as well as safeguarded from child abuse and neglect; and

WHEREAS; it is crucial for each of us to note the societal concern that arise when a child's long-term health and well-being not addressed adequately; and

WHEREAS; effective child abuse prevention programs are essential and succeed because of the meaningful community partnerships created among citizens, social service agencies, schools, businesses, law enforcement agencies, medical professionals, military, non-profits, faith-based organizations, civic organizations, such as CASA and PCCAN Partners, and other child-serving agencies; and

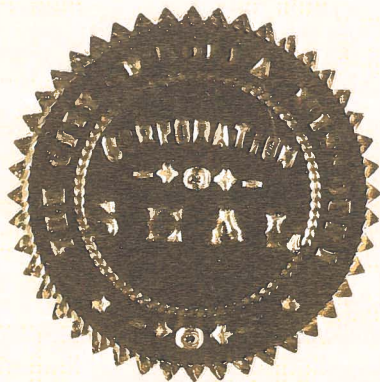
WHEREAS; public awareness and education efforts such as Pinwheels for Prevention, Wear Blue Day, as well as other school and community engagements aid in the protection of our children; and

WHEREAS; all citizens can play a role in preventing child abuse and neglect through simple acts, such as volunteering your time, mentoring a child, providing a meal to a family in need, or even giving few hours of rest to a parent or caregiver.

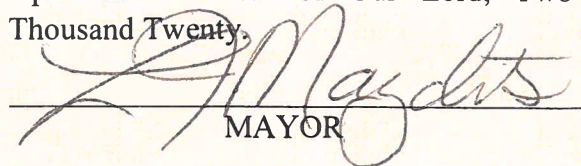
NOW, THEREFORE, I, Louis J. Magdits, IV, Mayor of the City of Rolla, Missouri, do hereby proclaim April 2020 as

“CHILD ABUSE AND NEGLECT PREVENTION MONTH”

In Rolla, Missouri; as we urge all citizens to actively participate in the care, well-being and protection of our children.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Rolla to be affixed this 6th Day of April In the Year of Our Lord, Two-Thousand Twenty.


MAYOR

III . A . 1

FEBRUARY MATERIALS COLLECTED & SHIPPED FROM RECYCLING CENTER

(Based on Calendar Year)

Material	Feb 2020	Jan 2020	Feb 2019	Year-to-Date 2020	Year-to-Date 2019	Yearly Total 2019
Cardboard	124.8 ton	129.2 ton	149.3 ton	254.0 ton	274.3 ton	1,610.6 ton
Newspaper	36.9 ton	56.5 ton	20.0 ton	93.4 ton	57.5 ton	405.1 ton
High Grade Paper	0.0 ton	21.5 ton	0.0 ton	21.5 ton	43.0 ton	226.6 ton
Aluminum	2.0 ton	2.1 ton	0.0 ton	4.1 ton	0.0 ton	12.6 ton
Steel Cans/Scrap Metal	3.9 ton	7.2 ton	4.6 ton	11.1 ton	10.1 ton	53.8 ton
Plastic	20.2 ton	10.5 ton	0.0 ton	30.7 ton	21.1 ton	104.8 ton
Glass	0.0 ton	17.5 ton	41.6 ton	17.5 ton	59.6 ton	230.7 ton
Batteries	0.0 ton	0.8 ton	0.0 ton	0.8 ton	0.0 ton	0.0 ton
Electronic Waste	4.3 ton	7.5 ton	3.6 ton	11.8 ton	7.3 ton	48.5 ton
Household HW	0.0 ton	0.0 ton	0.0 ton	0.0 ton	0.0 ton	5.4 ton
TOTAL	192.1 ton	252.8 ton	219.1 ton	445.0 ton	472.8 ton	2,698.2 ton

SERVICES PROVIDED

Type of Service	Feb 2020	Jan 2020	Feb 2019	Year-to-Date 2020	Year-to-Date 2019	Yearly Total 2019
Special Pick-ups	40	52	34	92	91	687
Paper Shredding	4.5 hours	7.8 hours	8.5 hours	12.3 hours	14.0 hours	59.5 hours
Reported Trash Nuisances	13	47	30	60	66	304
Households Dropping Off Hazardous Waste	57	74	51	131	137	1109

DISPOSAL TONNAGE

(Sanitation Division)

Material	Feb 2020	Jan 2020	Feb 2019	Year-to-Date 2020	Year-to-Date 2019	Yearly Total 2019
Refuse	1,255.3 ton	1,275.7 ton	1,250.7 ton	2,530.9 ton	2,529.3 ton	15,326.9 ton

H.A.

PARK FINANCIAL ANALYSIS (UNAUDITED) - FEBRUARY

DESCRIPTION	January-19		January-20		February-19		February-20		PREVIOUS YTD ACTUAL	CURRENT YTD ACTUAL	FY 19-20 BUDGET
Administration											
Revenue											
Reimbursements/donations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sale of Property	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 207.00	\$ -	\$ -
Total Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 207.00	\$ -	\$ -
Expenses											
Personnel	\$ 11,733.81	\$ 8,831.76	\$ 8,944.19	\$ 8,699.93	\$ 44,558.84	\$ 48,416.52	\$ 129,980.00				
Supplies	\$ 129.99	\$ 83.21	\$ 255.37	\$ 80.06	\$ 917.65	\$ 360.89	\$ 3,250.00				
Services	\$ 6,855.37	\$ 1,077.04	\$ 438.49	\$ 602.41	\$ 22,876.02	\$ 15,864.67	\$ 37,000.00				
Maintenance	\$ -	\$ -	\$ 417.50	\$ -	\$ 417.50	\$ -	\$ 600.00				
Total Expenses	\$ 18,719.17	\$ 9,992.01	\$ 10,055.55	\$ 9,382.40	\$ 68,770.01	\$ 64,642.08	\$ 170,830.00				
Administration Revenue over Expenses	\$ (18,719.17)	\$ (9,992.01)	\$ (10,055.55)	\$ (9,382.40)	\$ (68,563.01)	\$ (64,642.08)	\$ (170,830.00)				
Maintenance											
Revenue											
Reimburse/Donation	\$ 19.17	\$ -	\$ -	\$ -	\$ 105.43	\$ -	\$ -				
Rentals	\$ 2,180.00	\$ -	\$ 2,680.00	\$ -	\$ 7,670.00	\$ -	\$ -				
Misc	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
Total Revenue	\$ 2,199.17	\$ -	\$ 2,680.00	\$ -	\$ 7,775.43	\$ -	\$ -				
Expenses											
Personnel	\$ 4,812.50	\$ -	\$ 11.62	\$ -	\$ 11,567.29	\$ (57.67)	\$ -				
Supplies	\$ 24.19	\$ 30.20	\$ 22.69	\$ 30.79	\$ 82.13	\$ 114.16	\$ -				
Services	\$ 784.80	\$ 1,054.96	\$ 288.37	\$ 68.28	\$ 1,625.01	\$ 1,952.57	\$ -				
Maintenance	\$ 81.39	\$ -	\$ -	\$ -	\$ 185.85	\$ 68.84	\$ -				
Total Expenses	\$ 5,702.88	\$ 1,085.16	\$ 322.68	\$ 99.07	\$ 13,460.28	\$ 2,077.90	\$ -				
Maintenance Revenue over Expenses	\$ (3,503.71)	\$ (1,085.16)	\$ 2,357.32	\$ (99.07)	\$ (5,684.85)	\$ (2,077.90)	\$ -				
Parks											
Revenue											
Charges for Services	\$ 45.00	\$ -	\$ 170.00	\$ 30.00	\$ 3,900.00	\$ 275.00	\$ 1,000.00				
Cemetery Burial Fees	\$ 3,260.00	\$ 550.00	\$ 1,610.00	\$ 3,860.00	\$ 11,310.00	\$ 10,080.00	\$ 33,000.00				
Reimburse/Donation	\$ 368.68	\$ 100.00	\$ -	\$ -	\$ 2,331.19	\$ 950.00	\$ 4,400.00				
Pavillion Reservation	\$ -	\$ 75.00	\$ 100.00	\$ 70.00	\$ 300.00	\$ 160.00	\$ 3,600.00				
Eugene Northern Rentals	\$ -	\$ 2,550.00	\$ -	\$ 800.00	\$ 1,220.00	\$ 6,530.00	\$ 13,500.00				
Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
Total Revenue	\$ 3,673.68	\$ 3,275.00	\$ 1,880.00	\$ 4,760.00	\$ 19,061.19	\$ 17,995.00	\$ 55,500.00				
Expenses											
Personnel	\$ 32,364.11	\$ 24,299.08	\$ 23,225.33	\$ 20,756.28	\$ 136,729.56	\$ 154,730.42	\$ 453,250.00				
Supplies	\$ 4,000.00	\$ 2,472.52	\$ 3,154.05	\$ 2,311.65	\$ 11,741.14	\$ 11,398.93	\$ 30,800.00				
Services	\$ 2,179.26	\$ 10,765.18	\$ 1,128.81	\$ 909.92	\$ 6,955.38	\$ 29,587.20	\$ 45,900.00				
Maintenance	\$ 7,352.32	\$ 7,824.07	\$ 2,396.79	\$ 5,431.98	\$ 27,606.10	\$ 34,798.84	\$ 95,500.00				
Total Expenses	\$ 45,895.69	\$ 45,360.85	\$ 29,904.98	\$ 29,409.83	\$ 183,032.18	\$ 230,515.39	\$ 625,450.00				
Parks Revenue over Expenses	\$ (42,222.01)	\$ (42,085.85)	\$ (28,024.98)	\$ (24,649.83)	\$ (163,970.99)	\$ (212,520.39)	\$ (569,950.00)				

IV B.1.

PARK FINANCIAL ANALYSIS (UNAUDITED) - FEBRUARY

DESCRIPTION	January-19	January-20	February-19	February-20	PREVIOUS YTD ACTUAL	CURRENT YTD ACTUAL	FY 19-20 BUDGET
	Rolla Dog Park						
Revenue							
Reimburse/Donations/Programs	\$ 511.89	\$ -	\$ 1.86	\$ -	\$ 624.19	\$ -	\$ -
Total Revenue	\$ 511.89	\$ -	\$ 1.86	\$ -	\$ 624.19	\$ -	\$ -
Expenses							
	\$ 637.65	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 637.65	\$ -	\$ 1,654.00	\$ 69.20	\$ 2,291.65	\$ 69.20	\$ -
Total Expenses	\$ 637.65	\$ -	\$ 1,654.00	\$ 69.20	\$ 2,291.65	\$ 69.20	\$ -
Rolla Dog Park Revenue over Expenses	\$ (125.96)	\$ -	\$ (1,652.14)	\$ (69.20)	\$ (1,667.46)	\$ (69.20)	\$ -
Splashzone							
Revenue							
Reimburse/Donations/Programs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Resale	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300.00
Passes	\$ -	\$ -	\$ -	\$ -	\$ 475.00	\$ -	\$ 56,000.00
Rentals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 260.00	\$ 10,000.00
Misc	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,700.00
Concessions	\$ -	\$ -	\$ -	\$ 450.00	\$ -	\$ 490.00	\$ 20,000.00
Total Revenue	\$ -	\$ -	\$ -	\$ 450.00	\$ 475.00	\$ 750.00	\$ 88,000.00
Expenses							
Personnel	\$ 3,366.19	\$ -	\$ 325.89	\$ -	\$ 11,064.23	\$ 1,198.18	\$ 62,100.00
Supplies	\$ 841.08	\$ 663.35	\$ 498.62	\$ 632.38	\$ 3,369.84	\$ 2,948.03	\$ 37,200.00
Services	\$ 490.61	\$ 529.98	\$ 493.58	\$ 70.38	\$ 1,349.77	\$ 1,109.92	\$ 12,800.00
Maintenance	\$ -	\$ 1,294.47	\$ -	\$ -	\$ 435.15	\$ 2,044.47	\$ 12,100.00
Total Expenses	\$ 4,697.88	\$ 2,487.80	\$ 1,318.09	\$ 702.76	\$ 16,218.99	\$ 7,300.60	\$ 124,200.00
Splashzone Revenue over Expenses	\$ (4,697.88)	\$ (2,487.80)	\$ (1,318.09)	\$ (252.76)	\$ (15,743.99)	\$ (6,550.60)	\$ (36,200.00)
Outdoor Recreation							
Revenue							
Reimburse/Donation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Recreation Program Fees	\$ 2,016.75	\$ 310.00	\$ 425.00	\$ 664.00	\$ 3,789.15	\$ 2,845.45	\$ 12,000.00
Resale	\$ -	\$ -	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -
Ballfield User Fees	\$ 120.00	\$ 4,042.00	\$ -	\$ 365.00	\$ 4,098.00	\$ 6,859.00	\$ 28,000.00
Batting Cage Income	\$ -	\$ -	\$ -	\$ -	\$ 92.75	\$ -	\$ -
Misc Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Concessions	\$ 924.80	\$ -	\$ -	\$ 450.00	\$ 1,611.07	\$ 2,374.51	\$ 18,000.00
Total Revenue	\$ 3,061.55	\$ 4,352.00	\$ 625.00	\$ 1,479.00	\$ 9,790.97	\$ 12,078.96	\$ 58,000.00
Expenses							
Personnel	\$ 13,233.21	\$ 822.46	\$ 6,451.15	\$ 2,886.66	\$ 46,849.50	\$ 7,884.60	\$ 100,870.00
Supplies	\$ 189.30	\$ 51.82	\$ 122.23	\$ 53.66	\$ 1,945.51	\$ 1,607.68	\$ 25,840.00
Services	\$ 495.14	\$ 804.31	\$ 78.77	\$ 50.18	\$ 1,736.37	\$ 2,640.08	\$ 21,900.00
Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 60.49	\$ 65.00	\$ 500.00
Total Expenses	\$ 13,917.65	\$ 1,678.59	\$ 6,652.15	\$ 2,990.50	\$ 50,591.87	\$ 12,197.36	\$ 149,110.00

H.B. a.

PARK FINANCIAL ANALYSIS (UNAUDITED) - FEBRUARY

DESCRIPTION	Outdoor Rec Revenue over Expenses			PREVIOUS YTD		CURRENT YTD		FY 19-20	
	January-19	January-20	February-19	February-20	ACTUAL	ACTUAL	BUDGET		
Total Operating Revenues	\$ 8,934.40	\$ 7,627.00	\$ 5,185.00	\$ 6,689.00	\$ (40,800.90)	\$ (118.40)	\$ (91,110.00)	\$	\$
Total Operating Expenses	\$ 88,933.27	\$ 60,604.41	\$ 48,253.45	\$ 42,584.56	\$ 37,933.78	\$ 30,823.96	\$ 201,500.00	\$	\$
OPERATING REVENUES OVER EXPENSES	\$ (79,998.87)	\$ (52,977.41)	\$ (43,068.45)	\$ (35,895.56)	\$ 332,073.33	\$ 316,802.53	\$ 1,069,590.00	\$	\$
<i>Operating Recapture %</i>	<i>0.10</i>	<i>0.13</i>	<i>0.11</i>	<i>0.16</i>	<i>0.11</i>	<i>0.10</i>	<i>0.19</i>	<i>\$</i>	<i>\$</i>
<i>Operating Recapture %</i>	<i>0.10</i>	<i>0.13</i>	<i>0.11</i>	<i>0.16</i>	<i>0.12</i>	<i>0.10</i>	<i>0.19</i>	<i>\$</i>	<i>\$</i>
W/ INTEREST									
OTHER REVENUES									
Real Estate Taxes	\$ 167,509.94	\$ -	\$ 4,182.87	\$ -	\$ 253,737.57	\$ (3,208.35)	\$ 271,600.00	\$	\$
Sales Tax	\$ 79,347.17	\$ 111,894.78	\$ 85,328.23	\$ 82,362.25	\$ 441,838.40	\$ 463,177.23	\$ 1,085,000.00	\$	\$
Intergovernmental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	\$
Interest Income	\$ 295.85	\$ 80.97	\$ 329.60	\$ 121.52	\$ 1,034.55	\$ 862.38	\$ 4,000.00	\$	\$
Miscellaneous	\$ -	\$ 20.00	\$ -	\$ -	\$ 1,000.00	\$ 20.00	\$ 4,000.00	\$	\$
Contribution to General Fund	\$ -	\$ -	\$ -	\$ -	\$ (18,025.00)	\$ (17,325.00)	\$ (69,300.00)	\$	\$
TOTAL OTHER REVENUES:	\$ 247,152.96	\$ 111,995.75	\$ 89,840.70	\$ 82,483.77	\$ 679,565.52	\$ 443,526.26	\$ 1,295,300.00	\$	\$
CAPITAL EXPENSES									
Leases Purchases	\$ -	\$ -	\$ 176.13	\$ -	\$ 176.13	\$ -	\$ -	\$	\$
Equipment	\$ 79.91	\$ 292.65	\$ 896.99	\$ -	\$ 1,307.15	\$ 607.65	\$ 42,500.00	\$	\$
Vehicles	\$ 11.00	\$ -	\$ -	\$ -	\$ 48,911.00	\$ -	\$ -	\$	\$
Building & Grounds	\$ 5,239.95	\$ 1,625.00	\$ 5,290.00	\$ 4,999.88	\$ 36,457.21	\$ 10,088.66	\$ 186,600.00	\$	\$
Major Parks Improvements	\$ -	\$ -	\$ 505.76	\$ -	\$ 6,275.76	\$ -	\$ 235,000.00	\$	\$
TOTAL CAPITAL EXPENSES:	\$ 5,330.86	\$ 1,917.65	\$ 6,868.88	\$ 4,999.88	\$ 93,127.25	\$ 10,696.31	\$ 464,100.00	\$	\$
Total Revenues (operating + other)	\$ 256,599.05	\$ 119,622.75	\$ 95,027.56	\$ 89,172.77	\$ 717,519.30	\$ 474,350.22	\$ 1,496,800.00	\$	\$
Total Expenses (operating + capital)	\$ 94,901.78	\$ 62,522.06	\$ 56,776.33	\$ 47,653.64	\$ 425,200.58	\$ 327,498.84	\$ 1,533,690.00	\$	\$
TOTAL REVENUES OVER EXPENSES	\$ 161,697.27	\$ 57,100.69	\$ 38,251.23	\$ 41,519.13	\$ 292,318.72	\$ 146,851.38	\$ (36,890.00)	\$	\$

TU. B. 3.

THE CENTRE FINANCIAL ANALYSIS (UNAUDITED) - FEBRUARY

GUEST SERVICES

DESCRIPTION	January-19		January-20		February-19		February-20		2019 YTD ACTUAL	2020 YTD ACTUAL	42% YTD BUDGET	% MONTHLY BUDGET	2020 BUDGET
Revenue	\$ 61,356.82	\$ 42,107.61	\$ 47,241.96	\$ 35,865.83					\$ 263,713.06	\$ 190,395.71	\$ 261,459.00	0.00%	\$ 627,000.00
Reimbursements/donations												72.82%	
Day Passes	\$ 265.00	\$ 328.00	\$ 377.50	\$ 215.00					\$ 2,223.54	\$ 993.00	\$ 1,042.50	95.25%	\$ 2,500.00
Programs	\$ 178.00	\$ 322.00	\$ 171.85	\$ 54.00					\$ 615.55	\$ 478.50	\$ 1,042.50	45.90%	\$ 2,500.00
Resale	\$ 2,070.00	\$ 3,132.00	\$ 1,225.00	\$ 4,061.00					\$ 8,357.50	\$ 12,836.50	\$ 7,506.00	171.02%	\$ 18,000.00
Rentals	\$ 37.00	\$ 29.00	\$ 8.00	\$ 125.00					\$ 937.00	\$ 344.00	\$ 417.00	82.49%	\$ 1,000.00
Misc.	\$ 1,249.57	\$ 457.21	\$ 722.57	\$ 1,266.77					\$ 3,580.62	\$ 2,586.07	\$ 3,669.60	70.47%	\$ 8,800.00
Concessions	\$ 65,156.39	\$ 46,375.82	\$ 49,746.88	\$ 41,587.60					\$ 279,427.27	\$ 207,633.78	\$ 275,136.60		\$ 659,800.00
Total Revenue													
Expenses	\$ 9,127.88	\$ 8,087.45	\$ 9,174.61	\$ 8,213.86					\$ 33,071.52	\$ 36,602.58	\$ 45,161.10	81.05%	\$ 108,300.00
Personnel	\$ 481.69	\$ 1,018.15	\$ 868.24	\$ 456.69					\$ 2,241.19	\$ 2,219.79	\$ 2,439.45	91.00%	\$ 5,850.00
Supplies	\$ 280.45	\$ 1,052.72	\$ 179.04	\$ 20.14					\$ 1,679.55	\$ 2,301.19	\$ 8,235.75	27.94%	\$ 19,750.00
Services	\$ 46.68	\$ -	\$ -	\$ -					\$ 271.68	\$ -	\$ 104.25	0.00%	\$ 250.00
Maintenance	\$ 9,936.70	\$ 10,158.32	\$ 10,221.89	\$ 8,690.69					\$ 37,263.94	\$ 41,123.56	\$ 55,940.55		\$ 134,150.00
Total Expenses	\$ 55,219.69	\$ 36,217.50	\$ 39,524.95	\$ 32,896.91					\$ 242,163.33	\$ 166,510.22	\$ 219,196.05		\$ 525,650.00
Guest Services Revenue over Expenses													
RECREATION													
Revenue	\$ 12,473.25	\$ 14,255.50	\$ 10,843.50	\$ 6,846.50					\$ 46,097.55	\$ 45,245.00	\$ 73,934.10	61.20%	\$ 177,300.00
Recreation Programs	\$ 4,389.00	\$ 3,707.01	\$ 2,084.00	\$ 16,918.01					\$ 16,918.01	\$ 14,451.50	\$ 15,846.00	91.20%	\$ 38,000.00
Day Passes	\$ 16,862.25	\$ 19,447.50	\$ 14,550.51	\$ 8,930.50					\$ 63,015.56	\$ 59,696.50	\$ 89,780.10		\$ 215,300.00
Expenses	\$ 8,025.23	\$ 9,364.32	\$ 8,981.07	\$ 4,157.30					\$ 34,010.67	\$ 43,680.47	\$ 66,524.01	65.66%	\$ 159,530.00
Personnel	\$ 1,206.70	\$ 4,971.97	\$ 1,040.07	\$ 2,615.99					\$ 6,692.32	\$ 14,051.26	\$ 8,623.56	162.94%	\$ 20,680.00
Supplies	\$ 451.55	\$ 638.00	\$ 484.17	\$ 12.52					\$ 2,011.03	\$ 2,101.34	\$ 5,139.53	40.89%	\$ 12,325.00
Services	\$ -	\$ -	\$ 42.90	\$ -					\$ 122.83	\$ -	\$ 208.50	0.00%	\$ 500.00
Maintenance	\$ 9,683.48	\$ 14,974.29	\$ 10,548.21	\$ 6,785.81					\$ 42,836.85	\$ 59,833.07	\$ 80,495.60		\$ 193,035.00
Total Expenses	\$ 7,176.77	\$ 4,473.21	\$ 4,002.30	\$ 2,144.69					\$ 20,178.71	\$ (136.57)	\$ 9,284.51		\$ 22,265.00
Recreation Revenue over Expenses													
AQUATICS													
Revenue	\$ 9,073.50	\$ 10,575.00	\$ 5,788.00	\$ 7,890.50					\$ 27,750.40	\$ 32,564.75	\$ 38,155.50	85.35%	\$ 91,500.00
Aquatic Programs	\$ 2,641.00	\$ 2,897.99	\$ 2,910.00	\$ 2,932.00					\$ 10,376.00	\$ 9,442.99	\$ 16,680.00	56.61%	\$ 40,000.00
Aquatic Day Pass	\$ 11,714.50	\$ 13,572.99	\$ 8,698.00	\$ 10,822.50					\$ 38,126.40	\$ 42,007.74	\$ 54,835.50		\$ 131,500.00
Expenses	\$ 17,937.27	\$ 15,040.38	\$ 13,588.40	\$ 15,099.14					\$ 64,997.34	\$ 72,536.92	\$ 79,000.65	91.82%	\$ 189,450.00
Personnel	\$ 241.70	\$ 8,162.44	\$ 468.04	\$ 8,232.39					\$ 928.18	\$ 33,358.11	\$ 2,151.72	1550.30%	\$ 5,160.00
Supplies	\$ 452.66	\$ 1,700.52	\$ 405.37	\$ 395.89					\$ 2,042.93	\$ 4,930.86	\$ 5,504.40	89.58%	\$ 13,200.00
Services	\$ 7,336.74	\$ 1,341.12	\$ 440.58	\$ 690.00					\$ 13,589.01	\$ 6,297.25	\$ 13,427.40	46.90%	\$ 32,200.00
Maintenance	\$ 25,968.37	\$ 26,244.46	\$ 14,902.39	\$ 24,417.42					\$ 81,557.46	\$ 117,123.14	\$ 100,084.17		\$ 240,010.00
Total Expenses	\$ (14,253.87)	\$ (12,671.47)	\$ (6,204.39)	\$ (13,594.92)					\$ (43,431.06)	\$ (75,115.40)	\$ (45,248.67)		\$ (108,510.00)
Aquatics Revenue over Expenses													

H.C.I.

THE CENTRE FINANCIAL ANALYSIS (UNAUDITED) - FEBRUARY

DESCRIPTION	January-19		January-20		February-19		February-20		2019 YTD ACTUAL	2020 YTD ACTUAL	42% YTD BUDGET	% MONTHLY BUDGET	2020 BUDGET
FITNESS													
Revenue													
Fitness Programs	\$ 20,614.38	\$ 4,747.89	\$ 5,760.38	\$ 3,569.94	\$ 5,760.38	\$ 3,569.94	\$ 5,760.38	\$ 3,569.94	\$ 43,952.77	\$ 22,724.78	\$ 41,950.20	54.17%	\$ 100,600.00
Fitness Day Pass	\$ 539.99	\$ 172.00	\$ 194.00	\$ 138.57	\$ 194.00	\$ 138.57	\$ 194.00	\$ 138.57	\$ 2,373.99	\$ 989.57	\$ 1,876.50	52.73%	\$ 4,500.00
Total Revenue	\$ 21,154.37	\$ 4,919.89	\$ 5,954.38	\$ 3,728.51	\$ 5,954.38	\$ 3,728.51	\$ 5,954.38	\$ 3,728.51	\$ 46,326.76	\$ 23,714.35	\$ 43,826.70		\$ 105,100.00
Expenses													
Personnel	\$ 22,870.45	\$ 7,828.37	\$ 16,659.63	\$ 7,083.26	\$ 16,659.63	\$ 7,083.26	\$ 16,659.63	\$ 7,083.26	\$ 89,327.85	\$ 39,005.51	\$ 58,776.15	66.36%	\$ 140,950.00
Supplies	\$ 473.91	\$ 3,831.52	\$ 94.72	\$ 4,170.74	\$ 94.72	\$ 4,170.74	\$ 94.72	\$ 4,170.74	\$ 1,302.69	\$ 15,972.32	\$ 2,260.14	706.70%	\$ 5,420.00
Services	\$ 484.38	\$ 1,582.76	\$ 466.35	\$ 41.68	\$ 466.35	\$ 41.68	\$ 466.35	\$ 41.68	\$ 2,800.64	\$ 3,786.91	\$ 4,649.55	81.45%	\$ 11,150.00
Maintenance	\$ 221.04	\$ 89.39	\$ 1,030.00	\$ -	\$ 1,030.00	\$ -	\$ 1,030.00	\$ -	\$ 1,464.83	\$ 294.39	\$ 2,168.40	13.58%	\$ 5,200.00
Total Expenses	\$ 24,049.78	\$ 13,332.04	\$ 18,250.70	\$ 11,295.68	\$ 18,250.70	\$ 11,295.68	\$ 18,250.70	\$ 11,295.68	\$ 94,896.01	\$ 59,059.13	\$ 67,854.24		\$ 162,720.00
Fitness Revenue over Expenses	\$ (3,435.40)	\$ (8,584.15)	\$ (12,490.32)	\$ (7,705.74)	\$ (12,490.32)	\$ (7,705.74)	\$ (12,490.32)	\$ (7,705.74)	\$ (50,943.24)	\$ (36,334.35)	\$ (25,904.04)		\$ (62,120.00)
ADMINISTRATION													
Revenue													
Advertising Sponsorships	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 550.00	\$ 500.40	0.00%	\$ 1,200.00
Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 550.00	\$ -	#DIV/0!	\$ -
Total Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 550.00	\$ 500.40		\$ 1,200.00
Expenses													
Personnel	\$ 16,472.21	\$ 10,434.33	\$ 14,700.61	\$ 9,702.02	\$ 14,700.61	\$ 9,702.02	\$ 14,700.61	\$ 9,702.02	\$ 63,076.23	\$ 52,414.88	\$ 73,725.60	71.09%	\$ 176,800.00
Supplies	\$ 37,034.60	\$ 2,761.58	\$ 20,377.22	\$ 2,741.62	\$ 20,377.22	\$ 2,741.62	\$ 20,377.22	\$ 2,741.62	\$ 84,586.07	\$ 15,440.63	\$ 86,944.50	17.76%	\$ 208,500.00
Services	\$ 3,822.30	\$ 7,685.94	\$ 4,041.89	\$ 5,210.46	\$ 4,041.89	\$ 5,210.46	\$ 4,041.89	\$ 5,210.46	\$ 15,802.77	\$ 33,949.46	\$ 39,039.54	86.96%	\$ 93,620.00
Maintenance	\$ 1,080.00	\$ 1,080.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,080.00	\$ 1,080.00	\$ 562.95	191.85%	\$ 1,350.00
Total Expenses	\$ 58,409.11	\$ 21,961.85	\$ 39,119.72	\$ 17,654.10	\$ 39,119.72	\$ 17,654.10	\$ 39,119.72	\$ 17,654.10	\$ 164,545.07	\$ 102,884.97	\$ 200,272.59		\$ 480,270.00
Administration Revenue over Expenses	\$ (58,409.11)	\$ (21,961.85)	\$ (39,119.72)	\$ (17,654.10)	\$ (39,119.72)	\$ (17,654.10)	\$ (39,119.72)	\$ (17,654.10)	\$ (161,545.07)	\$ (102,334.97)	\$ (200,272.59)		\$ (479,070.00)
MAINTENANCE													
Revenue													
Reimbursement	\$ 994.39	\$ 2,013.29	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,370.73	\$ 2,013.29	\$ 4,170.00	48.28%	\$ 10,000.00
Total Revenue	\$ 994.39	\$ 2,013.29	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,370.73	\$ 2,013.29	\$ 4,170.00		\$ 10,000.00
Expenses													
Personnel	\$ 19,254.28	\$ 12,522.56	\$ 16,367.65	\$ 11,667.77	\$ 16,367.65	\$ 11,667.77	\$ 16,367.65	\$ 11,667.77	\$ 76,175.73	\$ 66,427.42	\$ 73,950.78	89.83%	\$ 177,340.00
Supplies	\$ 4,772.27	\$ 1,079.83	\$ 1,263.06	\$ 2,821.13	\$ 1,263.06	\$ 2,821.13	\$ 1,263.06	\$ 2,821.13	\$ 9,517.49	\$ 7,680.84	\$ 10,141.44	75.74%	\$ 24,320.00
Services	\$ 256.87	\$ 6,276.81	\$ 1,985.87	\$ 714.21	\$ 1,985.87	\$ 714.21	\$ 1,985.87	\$ 714.21	\$ 2,604.54	\$ 17,632.87	\$ 9,695.25	181.87%	\$ 23,250.00
Maintenance	\$ 4,563.05	\$ 1,356.96	\$ 4,191.13	\$ 5,597.77	\$ 4,191.13	\$ 5,597.77	\$ 4,191.13	\$ 5,597.77	\$ 10,763.27	\$ 11,147.71	\$ 10,967.10	101.65%	\$ 26,300.00
Total Expenses	\$ 28,846.47	\$ 21,236.16	\$ 23,807.71	\$ 20,800.88	\$ 23,807.71	\$ 20,800.88	\$ 23,807.71	\$ 20,800.88	\$ 99,061.03	\$ 102,888.84	\$ 104,754.57		\$ 251,210.00
Maintenance Revenue over Expenses	\$ (27,852.08)	\$ (19,222.87)	\$ (23,807.71)	\$ (20,800.88)	\$ (23,807.71)	\$ (20,800.88)	\$ (23,807.71)	\$ (20,800.88)	\$ (95,690.30)	\$ (100,875.55)	\$ (100,584.57)		\$ (241,210.00)

IV.C.2.

THE CENTRE FINANCIAL ANALYSIS (UNAUDITED) - FEBRUARY

DESCRIPTION	January-19		January-20		February-19		February-20		2019 YTD		2020 YTD		42% YTD BUDGET		% MONTHLY BUDGET		2020 BUDGET		
									ACTUAL	ACTUAL	ACTUAL	ACTUAL							
Total Operating Revenues	\$ 115,881.90	\$ 86,329.49	\$ 78,949.77	\$ 65,069.11	\$ 65,069.11	\$ 89,644.58	\$ 335,615.66	\$ 467,748.90	\$ 433,266.72	\$ 335,615.66	\$ 467,748.90	\$ 1,122,900.00	71.75%	\$ 1,122,900.00					
Total Operating Expenses	\$ 156,893.91	\$ 107,907.12	\$ 116,850.62	\$ 89,644.58	\$ 89,644.58	\$ 24,575.47	\$ 482,912.71	\$ 609,401.72	\$ (86,893.64)	\$ (147,297.05)	\$ (141,652.82)	\$ 1,461,395.00	79.24%	\$ 1,461,395.00					
OPERATING REVENUES OVER EXPENSES	\$ (41,012.01)	\$ (21,577.63)	\$ (37,900.85)	\$ (24,575.47)	\$ (24,575.47)	\$ 64,069.11	\$ 335,615.66	\$ 1,122,900.00	\$ (86,893.64)	\$ (147,297.05)	\$ (141,652.82)	\$ (338,495.00)		\$ (338,495.00)					
Operating %	73.86%	80.00%	67.56%	72.59%	72.59%	73.90%	69%	77%	83%	69%	77%	77%		77%					
Operating %	75.19%	81.30%	69.17%	73.90%	73.90%		71%	78%	85%	71%	78%	79%		79%					
W/ INTEREST																			
OTHER REVENUES																			
Sales Tax																			
Interest Income																			
Miscellaneous/Reimb/Donations	\$ 2,084.82	\$ 1,395.30	\$ 1,876.85	\$ 1,176.58	\$ 1,176.58	\$ 7,125.31	\$ 10,425.00	\$ 83.40	\$ 10,523.69	\$ 7,125.31	\$ 10,425.00	\$ 25,000.00	68.35%	\$ 25,000.00					
Sale of property	\$ 75.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45.18	\$ -	\$ 208.50	\$ 500.00	100.00%	\$ 500.00					
Contribution to General Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,588.00	\$ -	\$ -	\$ -	#DIV/0!	\$ -					
TOTAL OTHER REVENUES:	\$ 2,159.82	\$ 1,401.58	\$ 1,876.85	\$ 1,185.84	\$ 1,185.84	\$ (10,496.29)	\$ (18,723.30)	\$ (18,723.30)	\$ (5,769.93)	\$ (10,496.29)	\$ (18,723.30)	\$ (44,900.00)		\$ (44,900.00)					
CAPITAL EXPENSES																			
Equipment	\$ 1,244.71	\$ 7,732.76	\$ 355.19	\$ -	\$ -	\$ -	\$ 4,898.49	\$ 7,732.76	\$ 35,418.83	\$ 24,643.59	\$ 10,133.10	\$ 25,000.00	74.18%	\$ 25,000.00					
Lease Purchases	\$ 2,778.76	\$ -	\$ 2,778.76	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,300.00	243.20%	\$ 24,300.00					
Vehicles	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -					
Building & Grounds	\$ 1,480.00	\$ -	\$ 2,753.00	\$ 25,950.00	\$ 25,950.00	\$ -	\$ 4,781.97	\$ 25,950.00	\$ 4,781.97	\$ 25,950.00	\$ 21,684.00	\$ 52,000.00	119.67%	\$ 52,000.00					
Donation/Grant Expense	\$ -	\$ -	\$ 1,592.00	\$ -	\$ -	\$ -	\$ 1,592.00	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -					
TOTAL CAPITAL EXPENSES:	\$ 5,503.47	\$ 7,732.76	\$ 7,478.95	\$ 25,950.00	\$ 25,950.00	\$ 58,326.35	\$ 42,242.10	\$ 42,242.10	\$ 46,691.29	\$ 58,326.35	\$ 42,242.10	\$ 101,300.00		\$ 101,300.00					
Total Revenues (operating + other)	\$ 118,041.72	\$ 87,731.07	\$ 80,826.62	\$ 66,254.95	\$ 66,254.95	\$ 325,117.37	\$ 449,025.60	\$ 72.41%	\$ 427,496.79	\$ 325,117.37	\$ 449,025.60	\$ 1,078,000.00		\$ 1,078,000.00					
Total Expenses (operating + capital)	\$ 162,397.38	\$ 115,639.88	\$ 124,329.57	\$ 115,594.58	\$ 115,594.58	\$ 541,239.06	\$ 651,643.82	\$ 83.06%	\$ 566,851.65	\$ 541,239.06	\$ 651,643.82	\$ 1,562,695.00		\$ 1,562,695.00					
TOTAL REVENUES OVER EXPENSES	\$ (44,355.66)	\$ (27,908.81)	\$ (43,502.95)	\$ (49,339.63)	\$ (49,339.63)	\$ (216,121.69)	\$ (202,618.22)	\$ (202,618.22)	\$ (139,354.86)	\$ (216,121.69)	\$ (202,618.22)	\$ (484,695.00)		\$ (484,695.00)					

CURRENT CASH BALANCES 03/17/20

Depreciation Account	\$ 2,316,963.07
Sales Tax Account	\$ -
Reserve Amount	\$ 2,316,963.07
Operating & Misc	\$ (1,051,748.83)
	\$ 1,265,214.24

IV C.3.

BANK NAME: FIRST STATE COMMUNITY BANK
BANK ACCOUNT NUMBER: 5918487

OTHER GENERAL LEDGER ACCOUNTS

ACCOUNT NO./DESCRIPTION	BALANCE
5002 Clerk Fee-Municipal	228.00
5008 Court Automation	364.64
5016 CVC Surcharge State	378.54
5018 CVC Surcharge Muni	7.03
5020 Law Enf Arrest-Local	68.50
5022 LET-Muni	108.00
5024 POST-State	53.09
5032 Dom Viol - Muni	108.50
5040 Fine	4,305.00
5041 Fine - Highway	759.50
5042 Parking Penalties	1,210.00
5102 Clerk Fee-E/R	409.09
5118 CVC Surcharge-E/R	12.61
5141 Fines-E/R	1,874.00
8202 Bond-Forfeited	100.00
TOTAL OTHER GENERAL LEDGER ACCOUNTS	9,986.50

Handwritten initials: H.S.

NOTE

The data under the columns headed RECEIPT NO. and RECEIPT DATE show data as of the last activity date and not, necessarily, as of the AS OF DATE of the report. The data under the column headed AMOUNT is as of the AS OF DATE of the report.

*Account data reported is based upon the As of Date entered by the user. This report may not reflect the current status of Open Items Accounts.

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MISSOURI JUDICIARY
 ROLLA MUNICIPAL COURT
 OPEN ITEMS SUMMARY REPORT
 AS OF DATE: 28-Feb-2020

BANK NAME: FIRST STATE COMMUNITY BANK
 BANK ACCOUNT NUMBER: 5918487

ACCOUNT	SUB TOTAL	BALANCE
BONDS IN OPEN ITEMS	3,700.00	3,700.00
BONDS IN OPEN ITEMS (not posted)	0.00	
DEBIT ACCOUNTS WITH BALANCE	0.00	0.00
DEBIT ACCOUNTS WITH BALANCE (not posted)	0.00	
GARNISHMENT ACCOUNTS	0.00	0.00
OPEN ITEMS/SUSPENSE ACCOUNTS	48.50	48.50
OPEN ITEMS/SUSPENSE ACCOUNTS (not posted)	0.00	
OTHER GENERAL LEDGER ACCOUNTS	9,986.50	9,986.50
OUTSTANDING PAYABLES	0.00	0.00
UNSATISFIED RECOVERABLES	0.00	0.00
TOTAL		13,735.00

IV. D. 2.

NOTE

The data under the columns headed RECEIPT NO. and RECEIPT DATE show data as of the last activity date and not, necessarily, as of the AS OF DATE of the report. The data under the column headed AMOUNT is as of the AS OF DATE of the report.

*Account data reported is based upon the As of Date entered by the user. This report may not reflect the current status of Open Items Accounts.

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MUNICIPAL DIVISION SUMMARY REPORTING FORM

<u>COURT INFORMATION</u>	Municipality: Rolla Municipal Court	Reporting Period: Feb 1, 2020 - Feb 29, 2020
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<u>V. DISBURSEMENTS</u>			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.	
Fines - Excess Revenue	\$1,874.00	Court Automation	\$364.64
Clerk Fee - Excess Revenue	\$409.09	Law Enf Arrest-Local	\$68.50
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$12.61	Total Other Disbursements	\$433.14
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$9,986.50
Total Excess Revenue	\$2,295.70	Bond Refunds	\$0.00
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Total Disbursements	\$9,986.50
Fines - Other	\$5,064.50		
Clerk Fee - Other	\$228.00		
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$53.09		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$378.54		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$7.03		
Law Enforcement Training (LET) Fund surcharge	\$108.00		
Domestic Violence Shelter surcharge	\$108.50		
Inmate Prisoner Detainee Security Fund surcharge	\$0.00		
Sheriffs' Retirement Fund (SRF) surcharge	\$0.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$1,210.00		
Bond forfeitures (paid to city) - Other	\$100.00		
Total Other Revenue	\$7,257.66		

IV. 10.3.

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

<u>I. COURT INFORMATION</u>		Municipality: Rolla Municipal Court	Reporting Period: Feb 1, 2020 - Feb 29, 2020	
Mailing Address: 901 NORTH ELM, ROLLA, MO 65401				
Physical Address: 901 NORTH ELM, ROLLA, MO 65401			County: Phelps County	Circuit: 25
Telephone Number: (573)3648590		Fax Number:		
Prepared by: RELAUUN SMITH		E-mail Address:		
Municipal Judge: James T. Crump				
<u>II. MONTHLY CASELOAD INFORMATION</u>		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month		8	704	185
B. Cases (citations/informations) filed		4	92	14
C. Cases (citations/informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0
2. court/bench trial - GUILTY		0	0	0
3. court/bench trial - NOT GUILTY		0	0	0
4. plea of GUILTY in court		2	32	17
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	20	1
6. dismissed by court		0	0	4
7. <i>nolle prosequi</i>		0	22	3
8. certified for jury trial (not heard in Municipal Division)		0	0	0
9. TOTAL CASE DISPOSITIONS		2	74	25
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		10	722	174
E. Trial de Novo and/or appeal applications filed		0	0	0
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>		<u>IV. PARKING TICKETS</u>		
1. # Issued during reporting period	79	1. # Issued during period		151
2. # Served/withdrawn during reporting period	47	<input type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	965			

IV. D. 4.

Management Report
 FISCAL YEAR 2020
 February 2020

BUILDING PERMITS ISSUED	FEBRUARY FY 2020		FEBRUARY FY 2019		YTD FY 2020		YTD FY 2019		Δ CHANGE FY 19 - FY 20	
	#	Value	#	Value	#	Value	#	Value	# ISSUED	\$ VALUE
PERMITS ISSUED										
Electric, Plumbing, etc. Only	9		13	\$ 25,000	60	\$ 200,000	72	\$ 25,000	-72.3%	700.0%
Single Famil Detached	1	\$ 1,071,292	-	-	3	\$ 1,202,428	3	\$ 763,000	0.0%	57.6%
Single Family Attached			-	-	-	-	20	\$ 1,659,520	-100.0%	-100.0%
Duplexes	1	\$ 381,653	1	\$ 508,373	5	\$ 1,556,953	2	\$ 855,739	150.0%	81.9%
3-or-4 family			-	-	-	-	1	\$ 199,000	-100.0%	-100.0%
5-or-more family			-	-	1	\$ 440,000	-	-	0.0%	-86.7%
Hotels, Motels			-	-	-	-	-	-	-	-
Other nonhousekeeping shelter			1	\$ 1,061,293	-	-	3	\$ 1,085,293	-100.0%	-100.0%
Amusement, social, recreational			-	-	-	-	1	\$ 33,800	-100.0%	-100.0%
Churches, other religious			-	-	-	-	-	-	-	-
Industrial	1	\$ 903,840	-	-	2	\$ 1,553,840	-	-	-	-
Parking garages			-	-	-	-	-	-	-	-
Service stations, repair garages			-	-	-	-	-	-	-	-
Hospitals, institutional			-	-	-	-	-	-	-	-
Offices, banks, professional			-	-	-	-	-	-	-	-
Public Works, utilities			-	-	-	-	-	-	-	-
Schools, other educational			-	-	-	-	-	-	-	-
Stores, customer			-	-	-	-	-	-	-	-
Towers, antennas			-	-	-	-	-	-	-	-
Signs, attached and detached	4	\$ 25,225	5	\$ 30,402	12	\$ 59,675	20	\$ 142,052	-40.0%	-58.0%
Residential addition, remodel	4	\$ 146,500	7	\$ 90,375	32	\$ 413,138	21	\$ 249,525	52.4%	65.6%
Commercial addition, remodel	1	\$ 150,000	10	\$ 1,481,538	19	\$ 3,128,103	18	\$ 3,688,311	5.6%	-15.2%
Residential garage, carport			-	-	-	-	4	\$ 20,700	-100.0%	-100.0%
Demolition, single family	4		7		10		32		-68.8%	
Demolition, 2-family	1		-		2		-			
Demolition, 3-or-4 family			-		-		-			
Demolition, 5-or-more family			-		-		-			
Demolition, all other			1		1		8		-87.5%	
Total Residential Units	2	\$ 1,452,945	2	\$ 508,373	24	\$ 2,562,181	59	\$ 6,790,847		-62.3%
EST. CONSTRUCTION COSTS		\$ 2,678,510		\$ 3,196,981		\$ 8,554,137		\$ 12,399,461		-31.0%
Building Permit Fees		\$ 7,419		\$ 8,455		\$ 26,141		\$ 35,893		-27.2%
FEES		\$ 12,769		\$ 21,725		\$ 66,191		\$ 81,938		-19.2%

INSPECTIONS PERFORMED	FEBRUARY FY 2020		FEBRUARY FY 2019		YTD FY 2020		YTD FY 2019		FY	
	#	Value	#	Value	#	Value	#	Value	#	%
Building Inspections	109		181		719		609		18%	
Electrical Inspections	88		47		0		380		12%	
Excavation Inspections	0		0		0		0		-3%	
Plumbing Inspections	62		57		263		270		-5%	
Mechanical Inspections	25		11		134		141		36%	
Code Inspections	202		209		1030		759		-31%	
Nuisance Inspections	53		62		295		430		355%	
Business License Inspections	3		2		91		20		13%	
TOTAL INSPECTIONS	542		569		2958		2609			

A.F.I.

Management Report
FISCAL YEAR 2020

March 2020

BUILDING PERMITS ISSUED	MARCH FY 2020		MARCH FY 2019		YTD FY 2020		YTD FY 2019		Δ CHANGE FY 19 - FY 20	
	#	Value	#	Value	#	Value	#	Value	# ISSUED	\$ VALUE
PERMITS ISSUED										
Electric, Plumbing, etc. Only	5	\$ 30,000	32	\$ -	59	\$ 230,000	82	\$ 25,000	-75.9%	-820.0%
Single Family Detached	4	\$ 1,025,136	10	\$ 245,000	65	\$ 2,227,564	4	\$ 1,008,000	-20.7%	-121.0%
Single Family Attached			1	\$ -	7	\$ -	20	\$ 1,659,520	75.0%	-100.0%
Duplexes			-	\$ -	5	\$ 1,556,953	2	\$ 855,739	150.0%	-81.9%
3-or-4 family			-	\$ -	5	\$ -	1	\$ 199,000	-100.0%	-100.0%
5-or-more family			-	\$ -	1	\$ 440,000	1	\$ 3,313,588	0.0%	-86.7%
Hotels, Motels			-	\$ -	-	\$ -	-	\$ -	-	-
Other nonhousekeeping shelter			-	\$ -	-	\$ -	-	\$ -	-	-
Amusement, social, recreational			-	\$ -	-	\$ -	3	\$ 1,085,293	-100.0%	-100.0%
Churches, other religious			-	\$ -	-	\$ -	1	\$ 33,800	-100.0%	-100.0%
Industrial			-	\$ -	-	\$ -	-	\$ -	-	-
Parking Garages, Storage			1	\$ 2,000	2	\$ 1,553,840	-	\$ -	-	-100.0%
Service stations, repair garages			-	\$ -	-	\$ -	1	\$ 2,000	-	-100.0%
Hospitals, institutional			-	\$ -	-	\$ -	-	\$ -	-	-
Offices, banks, professional			-	\$ -	-	\$ -	-	\$ -	-	-
Public Works, utilities			-	\$ -	-	\$ -	1	\$ 168,903	-100.0%	-100.0%
Schools, other educational			-	\$ -	-	\$ -	-	\$ -	-	-
Stores, customer			-	\$ -	-	\$ -	-	\$ -	-	-
Towers, antennas			-	\$ -	-	\$ -	1	\$ 195,030	-100.0%	-100.0%
Signs, attached and detached	5	\$ 31,100	-	\$ -	-	\$ -	-	\$ -	-	-
Residential addition, remodel	5	\$ 47,100	6	\$ 10,980	17	\$ 90,775	26	\$ 153,032	-34.6%	-40.7%
Commercial addition, remodel	8	\$ 1,051,780	5	\$ 50,300	37	\$ 460,238	26	\$ 299,825	42.3%	53.5%
Residential, carport, garage			5	\$ 321,175	27	\$ 4,179,883	23	\$ 4,009,486	17.4%	4.2%
Demolition, single family			-	\$ -	-	\$ -	4	\$ 20,700	-100.0%	-100.0%
Demolition, 2-family	4		3	\$ -	14		35	\$ -	-60.0%	-
Demolition, 3-or-4 family			-	\$ -	2		-	\$ -	-	-
Demolition, 5-or-more family			-	\$ -	-		-	\$ -	-	-
Demolition, all other	1		-	\$ -	-		-	\$ -	-	-
Total Residential Units	4	1,025,136	1	245,000	28	3,587,317	60	7,035,847	-77.8%	-49.0%
EST. CONSTRUCTION COSTS		\$ 2,185,116		\$ 629,455		\$ 10,739,253		\$ 13,028,916		-17.6%
Building Permit Fees		\$ 8,085		\$ 4,057		\$ 34,226		\$ 39,950		-14.3%
FEES		\$ 20,735		\$ 10,407		\$ 86,925		\$ 92,345		-5.9%

INSPECTIONS PERFORMED	MARCH FY 2020		MARCH FY 2019		YTD FY 2020		YTD FY 2019		FY	
	#	Value	#	Value	#	Value	#	Value	#	%
INSPECTIONS PERFORMED										
Building Inspections	158		138		877		747		17%	
Electrical Inspections	60		80		486		460		6%	
Excavation Inspections	0		0		0		0		-	
Plumbing Inspections	51		79		314		349		-10%	
Mechanical Inspections	25		24		159		165		-4%	
Code Inspections	239		204		1269		963		32%	
Nuisance Inspections	45		116		340		546		-38%	
Business License Inspections	19		17		110		37		197%	
TOTAL INSPECTIONS	597		658		3555		3267		9%	

IV E.2.

ANIMAL CONTROL MONTHLY TOTALS

February 2020

ANIMALS IMPOUNDED

	Canine	Feline	Other Domestic	Wildlife	Monthly Total	2020 YTD Total	2019 YTD Total
City of Rolla	13	3	1	2	19	45	105
Rolla Area (Rural Areas)	2	1	0	0	3	5	6
Newburg Area	0	0	0	0	0	0	0
Doolittle Area	0	0	0	0	0	0	0
Edgar Springs Area	0	0	0	0	0	0	1
St. James Area	0	0	0	0	0	0	0
Ft. Leonard Wood (Mil)	0	0	0	0	0	1	1
Other Law Enf. Agencies	0	0	0	0	0	0	1
Monthly Total	15	4	1	2	22		
2020 YTD Total	33	11	1	6		51	
2019 YTD Total	50	48	0	16			114
Total Phelps County	2	1	0	0	3	5	6

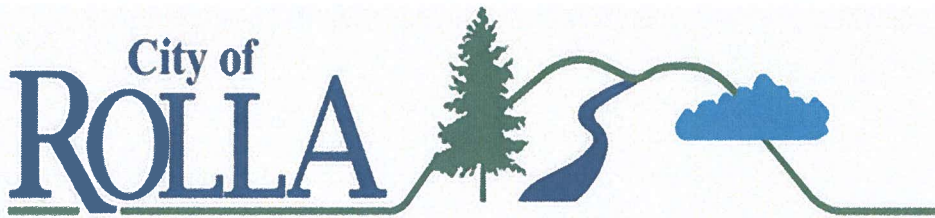
ANIMAL DISPOSITION

	Canine	Feline	Other Domestic	Wildlife	Monthly Total	2020 YTD Total	2019 YTD Total
Animals Adopted ①	9	4	1	0	14	24	25
Animals Claimed	8	1	0	0	9	18	23
Euthanized(Ill/Injured)	0	1	0	0	1	1	17
Euthanized(Dangerous)	0	0	0	0	0	2	8
Euthanized(Un-Placed)②	0	0	0	0	0	0	0
Deceased on Arrival	0	0	0	1	1	4	15
Transferred to Rescue ③	0	2	0	0	2	4	13
Wildlife Relocated	0	0	0	1	1	2	5
Other	0	0	0	0	0	3	0
Monthly Total	17	8	1	2	28		
2020 YTD Total	39	12	1	6		58	
2019 YTD Total	43	47	0	16			106

ADDITIONAL STATISTICS

	Monthly Total	2020 YTD Total	2019 YTD Total
Adoption Rate (① + ③) ÷ (① + ② + ③)	100.00%	100.00%	100.00%
PR Programs	2	3	0
Calls for Service	100	175	350
Written Warnings	0	0	0
Citations	1	3	3
Total Incinerator Hours	76	111	151

IV.F.1.



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: Final Reading

SUBJECT: Map Amendment (rezoning): 101 S Rucker Ave from C-1, Neighborhood Commercial to the C-2, General Retail district

(ZON20-01)

MEETING DATE: April 6, 2020

Application and Notice:

Applicant/Owner - Michael Liu

Public Notice - Letters mailed to property owners within 300 feet; Legal ad in the Rolla Daily News; signage posted on the property; information available on city website

Background:

The subject property was last used as a church. The applicant recently purchased the property and intends to remodel the existing building to use as a restaurant. The applicant formerly owned the Kyoto Japanese restaurant on N Bishop Ave.

The restaurant use is allowed in the current C-1 zoning. However, the current zoning does not permit any alcohol sales with the restaurant. The applicant would like the ability to sell alcohol at the restaurant, as they did at the former location.

Property Details:

Current zoning - C-1, Neighborhood Commercial to C-2, General Retail

Current use - Church

Proposed use - Restaurant

Land area - About 12,000 sq. ft.

Public Facilities/Improvements:

Streets - The subject property has frontage on Rucker Ave and Black St, both local streets.

Sidewalks - No sidewalks are currently located adjacent or near to the subject property.

Utilities - The subject property should have access to all needed public utilities.

Drainage - The property is already developed, however, additional parking may be needed. Drainage for any pavement will be reviewed at the time of development to ensure no impact to adjacent property.

V.A.I.

Comprehensive Plan: The Comprehensive Plan designates the subject property as being appropriate for community-wide commercial uses.

Discussion: The subject property is located adjacent to the C-2, General Retail district. The rezoning is needed only to permit the sales of alcohol at the restaurant. The restaurant is permitted in the current zoning district. The subject property is not located adjacent to any residentially zoned properties. The C-1, Neighborhood Commercial district is intended to adjacent residential areas and/or provide a buffer of lower intensity commercial uses.

Planning and Zoning Commission Recommendation:

The Rolla Planning and Zoning Commission conducted a public hearing on March 10, 2020 and voted 8-0 to recommend approval of the request.

Prepared by: Tom Coots, City Planner

Attachments: Ordinance

V.A.2.

ORDINANCE NO. _____

AN ORDINANCE TO APPROVE THE RE-ZONING OF 101 S. RUCKER AVENUE FROM THE C-1, NEIGHBORHOOD COMMERCIAL DISTRICT TO THE C-2, GENERAL RETAIL DISTRICT. (ZON20-01)

WHEREAS, an application for a rezoning was duly filed with the Community Development Department requesting the property described above be rezoned according to the Basic Zoning Ordinance of the City of Rolla, Missouri, so as to change the class of the real property hereinafter described; and

WHEREAS, a public notice was duly published in the Rolla Daily News for this according to law which notice provided that a public hearing would be held at Rolla City Hall, 901 N. Elm, Rolla, Missouri; and

WHEREAS, the City of Rolla Planning and Zoning Commission met on March 10, 2020 and recommended the City Council approve the rezoning of the subject property as proposed by the applicant; and

WHEREAS, the Rolla City Council, during its March 16, 2020 meeting, conducted a public hearing concerning the proposed rezoning to hear the first reading of the attached ordinance;

WHEREAS, after consideration of all the facts, opinions, and evidence offered to the City Council at the hearing by those citizens favoring the said change of zoning and by those citizens opposing said change, the City Council found the proposed rezoning would promote public health, safety, morals and the general welfare of the City of Rolla, Missouri, and would be for the best interest of said City;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AS FOLLOWS:

SECTION 1: That the Basic Zoning Ordinance No. 3414, Chapter 42 of the Code of the City of Rolla, Missouri which zoning ordinances adopts zoning regulations, use districts, and a zoning map in accordance with the Comprehensive Plan is hereby amended by changing the zoning classification of the following property situated within the City of Rolla, Missouri, from C-1 (Neighborhood Commercial) Zoning to C-2 (General Retail) Zoning described as follows:

A fractional part of the NW 1/4 of the SE 1/4 of Section 11, Township 37 North, Range 8 West, beginning at the NW corner of the SE 1/4 of Section 11, Township 37 North, Range 8 West, thence South 130.0 feet, to the point of beginning:

Thence East 154.41 feet; thence North 54.57 feet; thence NE 17.9 feet along an arc of 28° 30' with a radius of 36.0 feet, and radius point being 190.41 feet East and 75.43 feet South of the NW corner of the SE1/4 of Section 11, Township 37 North, Range 8 West; thence NW 17.45 feet along an arc of 50° with a radius of 20.0 feet and said radius point being

V.A.3.

144.0 feet East and 70.0 feet South of the NW corner of the SE 1/4 of Section 11, Township 37 North, Range 8 West; thence West 144.0 feet; thence South 80.0 feet to the point of beginning.

SECTION 2: This Ordinance shall be in full force and effect from and after the date of its passage and approval. Building permits may not be issued by the Community Development Department until the rezoning process has been completed by the City Council.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 6TH DAY OF APRIL 2020.

APPROVED:

ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor

V.A.4.

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: John Butz^{of} City Administrator ACTION REQUESTED: Final Reading

ITEM/SUBJECT: Ordinance Authorizing Ground Lease at RNA to Dr. Ron Wilkerson

BUDGET APPROPRIATION (IF APPLICABLE) \$55,000+/-; \$1,800/year DATE: 4/06/2020

COMMENTARY:

The City assumed ownership of the old John Wyss Hangar upon completion of its low cost forty-year land lease. The City has been able to lease the 4,800 SF hangar for \$200/month considering the poor condition of the metal building (i.e. leaking roof, poor hangar doors and deteriorating siding). Rather than invest \$40-50K for a market rent of \$500 +/- month, the City solicited proposals for a building sale and new ground lease in exchange for significant building improvements.

Dr. Ron Wilkerson submitted the sole proposal on the building and with Council concurrence, the attached agreement was reached. The agreement "sells" the building for \$1,000 but requires evidence of \$55,000 in building improvements. In exchange, the Lessee gets a 20-year ground lease at \$1,800/year and the option to renew the lease at market rates for up to 15 years (mutual consent).

Recommendation: Final reading.

V.B.1.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A HANGAR GROUND LEASE BETWEEN DR. RONALD WILKERSON D/B/A VICHY ENTERPRISES, LLC, AND THE CITY OF ROLLA, MISSOURI.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AS FOLLOWS:

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri, a hangar ground lease between Dr. Ronald Wilkerson d/b/a Vichy Enterprises, LLC, and the City of Rolla, a copy of said hangar ground lease attached hereto and marked "Exhibit A."

Section 2: That this ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 6th DAY OF APRIL 2020.

APPROVED:

ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor

V.B.2.

Hangar Ground Lease (Wilkerson)

THIS AGREEMENT, made and entered into this 6th day of April, 2020, by and between the **City of Rolla, Missouri**, a municipal corporation of the State of Missouri, 901 North Elm Street, Rolla, Missouri 65401, hereinafter referred to as **Lessor**, and Dr. Ronald Wilkerson, dba Vichy Enterprises LLC, 414 W James Blvd., St. James, MO 65559, hereinafter referred to as **Lessee**.

WITNESSETH:

The City of Rolla desires to sell Building 65, a building of prefab construction having some 4,800 square feet of floor space, to Dr. Ronald Wilkerson for a term to run concurrent with said ground lease. It is the intent of this description to describe the building location and lease desired by Lessee for purposes of operating a private corporate hangar to be used primarily as an aircraft storage and maintenance hangar, along with all customary enterprises thereto, as shown in Exhibit A.

Description: A portion of Section 2, Township 39 North, Range 8 west, on the Rolla National Airport property lying in Maries County, Missouri.

TERMS AND CONDITIONS

1. The term of this lease shall begin on the 1st day of April, 2020 and shall terminate on the 31st day of March, 2040, a period of twenty (20) years. Said lease may be renewed for one additional ten (10) year period and one additional five (5) year period subject to renegotiation of all terms herein provided including ground lease rent. Further amendments and extensions may be granted subject to the mutual consent of the parties.
2. The City of Rolla hereby consents to the sale of the existing corporate hangar to Dr. Ronald Wilkerson for the sum of One Thousand Dollars (\$1,000.00) payable upon execution of this ground lease. In addition Lessee is required to make the following building improvements subject to approval and inspection by Lessor within three (3) years of execution of this lease. Lessee shall provide Lessor copies of invoices documenting the improvements which shall equal or exceed \$55,000. Failure to perform said building improvements shall proceed to Section 23 of this lease for non-compliance.
 - i. New metal roof of similar gauge metal currently in place
 - ii. New exterior walls of the building including guttering
 - iii. Replacement of windows and pedestrian doors as needed
 - iv. New hangar doors

3. The City of Rolla hereby consents to the sale of the existing corporate hanger to Dr. Ronald Wilkerson for the sum of One Thousand Dollars (\$1,000.00) payable upon execution of this ground lease. At the expiration of this lease or any approved amendments thereto or termination as provided hereunder said building shall become the property of the City of Rolla (Lessor) at no cost.
4. Lessee shall provide for a certified licensed (MAI) appraisal and/or engineering report on the value/condition of the building by December 2035 to assess the condition and maintenance needs of the building. Said report shall be provided to Lessor upon request.
5. Lessee shall pay all costs for building maintenance including utilities and any taxes or like items that might be assessed against said building.
6. The rental for year one of the lease shall be the sum of one-thousand eight-hundred dollars (\$1,800) per year and shall be adjusted annually on the first day of March to reflect any increase in the Consumer Price Index (for all commodities) issued by the Bureau of Labor Statistics using January 2020 as the base month. The initial ground lease rent and term (20 years) takes into consideration the capital investment made by Lessee in the improvement to said building.
7. All rentals shall be paid annually on the anniversary of the signing of this Lease except for the initial year in which payment shall be made upon execution of the ground lease. All rental due hereunder shall be paid to the Finance Director, City of Rolla, P.O. Box 979, Rolla, Missouri 65402.
8. Lessee agrees to pay all utilities and services in connection with the building.
9. It is hereby agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right prohibited by Section 308 of the Federal Aviation Act of 1958, as amended, and the Lessor reserves the right to grant to others the privilege and right of conducting any one or all of the aeronautical activities listed herein or any other activity of an aeronautical nature.
10. The Lessee agrees that the Lessor has the right to adopt and enforce reasonable rules and regulations concerning normal airport operations and that Lessee and all its employees, agents and servants will faithfully observe and comply with all rules and regulations as may be promulgated by the Lessor; the United States of America or any Department or Agency thereof; or the State of Missouri.
11. This Lease shall not be further assigned nor shall said premises or any part thereof be further let or sublet or used or permitted to be used for any purpose other than as herein provided without the written consent of Lessor, provided, however, that Lessor shall not unreasonably withhold its consent.
12. At the expiration of this Lease and any amendments thereto, or any termination as provided hereunder, Lessee shall peacefully surrender any rights or claims to said hangar or building improvements at which time said improvements shall become the sole property of Lessor.

13. Should Lessee desire to sell its above-described improvement, it shall give Lessor sixty (60) days notice of such proposed desire. Lessor shall have the first option to purchase said improvement within such sixty (60) day period at the same price and on the same terms of any other possible purchaser. The notice of opportunity to purchase must be given in writing, addressed to Lessor as provided hereunder and must specify the terms of the opportunities to purchase to Lessor, including but not limited to, the selling price and times and terms of payment, the rate of interest on any unpaid balance and the date of closing. Notice of election to exercise the option herein granted must be evidenced by a writing addressed to the Lessee as herein provided. Should the City not exercise its right to purchase said building the sale may commence and the existing ground lease assigned to the new buyer under the same terms and conditions unless amended by the mutual consent of the parties.
14. Should said building become unserviceable or unsightly due to lack of maintenance or repair on the part of Lessee, the Lessor reserves the right to repair or remove said building, provided, however, that Lessor notification of deficiencies shall be made in writing to Lessee stating corrections required. Lessee shall have ninety (90) days from notification to effect necessary corrections. Any maintenance/repair cost incurred by the Lessor shall be charged to and paid by Lessee.
15. Lessee shall keep and preserve the premises free from nuisance, and not use or permit the use of the premises, or any part thereof, for any purpose forbidden by law or by this lease but nothing herein contained shall be construed to permit the use of said demised premises, or any part thereof, for any purpose except as hereinabove provided without the written consent of Lessor.
16. Lessor shall provide grass mowing services on said lease for consistent maintenance and appearance within two feet (2') of the building or any perimeter fencing. Lessor shall provide basic snow removal services within five feet (5') of the building but lessee shall be responsible for any salt application or additional treatment.
17. Lessor reserves the right further to develop or improve the landing area and all publicly owned air navigation facilities of the airport as required by the FAA or other applicable government agency as it sees fit. However, such decision to develop or improve must arise from true necessity and not made frivolously. If any such development or improvement must, of necessity, encroach upon the above-described real property, whether by use of easement or by appropriation of all or part of the improvement on the real estate itself, Lessor agrees to pay Lessee for any such encroachment or taking an amount in cash to be determined by a three-person commission composed of a representative appointed by Lessor; one appointed by Lessee; and the third appointed by the two representatives. Such appointments by the parties shall be made within thirty (30) days after reasonable notice to Lessee of Lessor's intentions to so encroach on Lessee's lease rights as spelled out in this Lease. Such notice shall contain reasonably explicit details of any encroachment plans; shall be in writing and delivered

to Lessee by personal service or United States Postal Service registered mail at the address shown in this Lease. Such three-person commission shall then have sixty (60) days in which to determine the amount due Lessee by Lessor, and when such determination has been made, said commission shall deliver a written statement of that amount to Lessor and Lessee, by personal service or by United States Postal Service registered mail at the addresses shown herein. Lessor shall then have sixty (60) days to pay Lessee any amount due Lessee as shown by such determination made by the commission so appointed. When paid such determined amount, Lessee agrees to peacefully surrender any interest it may have in the said encroachment or loss. This process shall be binding upon the parties, and shall be the only recourse of the parties.

18. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the airport which, in the opinion of Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft.
19. During time of war or national emergency, Lessor shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with Government, shall be suspended.
20. This agreement shall be subordinate to the provisions of any outstanding agreement between Lessor and the United States relative to the maintenance, operation or development of the airport.
21. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall, on the grounds of race, creed, national origin, or sex, be excluded from participating in any employment activities covered by 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered sub-organizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
22. The Lessee agrees that no outside signs or advertising material shall be placed or erected upon the leased premises without the prior written consent of Lessor.
23. In the event Lessee shall violate any of the terms or conditions of this Lease, and shall fail after a sixty (60) days' notice in writing from Lessor to rectify such violations, Lessor may, at its option, declare this Lease cancelled and terminated and shall be entitled to immediate possession of the leased premises.

24. Lessor reserves the right to enter upon the leased premises at any reasonable time for the purpose of making any inspection it may deem necessary.
25. The dumping of trash by the Lessee or any of its employees on any portion of the Rolla National Airport is forbidden. However, Lessee may dispose of reasonable amounts of trash in a trash bin provided by Lessor to serve the whole of the Airport.
26. Lessee will not contract for any services for the benefit of the Lessor without the express written consent of the Lessor.
27. This agreement shall extend to and be binding upon the successors, receivers, trustees and assigns of the parties hereto.
28. Lessee agrees to bear, pay and discharge when and as the same become due and payable, all judgments and lawful claims for damage or otherwise, including fines resulting from violation of FAA security regulations, against Lessor arising from Lessee's violation of such security regulations during the term of this Lease, and will assume the burden and expense of defending all such suits, or prosecutions whether brought before or after the expiration of this agreement and will protect, indemnify and save harmless Lessor and leased premises from all such claims for damages or otherwise either to persons or property by reason of, or on account of, Lessee's use or occupancy of said demised premises or for any failure on Lessee's part to comply with the statutes and ordinance of any governmental body or agency, either Federal, State or Municipal, wherein the demised premises are situated.
29. It is understood and agreed that the rights granted by this agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the Rolla National Airport.
30. There is hereby reserved to the City of Rolla, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the air space above the surface of the premises herein demised together with the right to cause in said air space such noise as may be inherent in the operation of aircraft, now known hereafter used for navigation of flight in the air, using said space or landing at, taking off from, or operating on or about the Rolla National Airport.
31. Lessee agrees to abide by all FAA rules and regulations including security regulations.
32. Nothing herein contained or the failure on the part of the Lessor or its officers, employees or agents, to strictly enforce either or any of the terms or provisions hereof, or the acceptance of rent or license fees, shall operate or be deemed as a waiver by the Lessor of any such terms or provisions of any part of this agreement or of any rights, which may accrue to the Lessor by reason of failure or neglect of Lessee strictly to comply with each and every one of the terms and provisions hereof, on Lessee's part to be kept, observed or performed, and time shall be of the essence of this agreement.
33. Lessee will keep in force at Lessee's expense from the date Lessee first enters upon the leased premises for any purpose and thereafter so long as this lease remains in effect public liability insurance in responsible companies with respect to the leased premises

with a minimum limits of ONE MILLION DOLLARS (\$1,000,000.00) on account of bodily injuries to or death of one person and TWO MILLION DOLLARS (\$2,000,000.00) aggregate, and Lessee will further deposit a certificate evidencing such insurance and naming the City of Rolla as an Additional Insured. Lessee agrees that it will immediately notify Lessor if such insurance is cancelled or expires.

34. Lessee agrees to pay all required taxes to Maries County, Missouri, if applicable, when due, concerning said leased premises.

35. In the event of damage or destruction of buildings:

- a) If during the term of this lease the hanger is totally destroyed or wholly untenable Lessee may, at its option, terminate this lease by giving Lessor written notice thereof within sixty (60) days after such damage.
- b) Should the building be substantially damaged (loss exceeds fifty percent of the value of the property), the Insurer shall deposit with the City twenty-five percent (25%) of the insurance proceeds to ensure full restoration or demolition in accordance with Sec. 6-29 of the Rolla City Code. Said deposit shall be released upon full restoration or demolition.
- c) Lessee has a right to rebuild the hangar if destroyed and to continue the lease.

IN WITNESS WHEREOF, Lessee has caused this instrument to be executed on its behalf by its duly authorized Trustee and the city of Rolla, Missouri by resolution of its City Council giving authority so to do, has caused this instrument to be executed by its Mayor on its behalf and its corporate seal affixed, on the day and year first above written. This instrument has been executed in duplicate.

CITY OF ROLLA, MISSOURI

April __, 2020

April __, 2020

BY: _____

Louis J Magdits IV, Mayor

LESSOR

BY: _____

Dr. Ronald Wilkerson

Vichy Enterprises LLC

LESSEE

V.B.8.

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Ordinance **Final Reading**

ITEM/SUBJECT: Project #359 – University Drive Pedestrian Bridge

BUDGET APPROPRIATION: TDD Funded **DATE: 04/06/20**

COMMENTARY:

City staff received bids for the Pedestrian Bridge over I-44 at University Drive. The bids were as follows:

Kelpe Contracting, Inc. 17955 Manchester Rd. Wildwood, MO 63038	\$1,785,970.88
West Plains Bridge & Grading LLC 1594 Imperial Center West Plains, MO 65775	\$2,334,800.00
Emery Sapp & Sons, Inc. 2031 I-70 Drive NW Columbia, MO 65202	\$2,381,309.80

A copy of the Bid Tabulation is attached.

Staff is requesting a final reading of the ordinance authorizing the Mayor to enter into the contract with Kelpe Contracting, Inc. for \$1,785,970.88.

V.C.1.

BID TABULATION
MoveRolla TDD - University Drive I-44 Pedestrian Bridge Project
Rolla, Missouri

Item No.	Item Description	Est. Qty.	Unit	Kelpe Contracting, Inc. 17955 Manchester Road Wildwood, MO 63038		Emery Sapp & Sons, Inc. 5350 E. State Hwy. AA Springfield, MO 65803		West Plains Bridge & Grading, LLC 1594 Imperial Center West Plains, MO 65775	
				Unit Price	Extension Figure	Unit Price	Extension Figure	Unit Price	Extension Figure
				\$	\$	\$	\$	\$	\$
Sidewalks & Road Crossings - Sidewalk "A"									
1	Type 1 - 12' Wide, 4" Thick Concrete Sidewalk, Including Ramps and Thickened Edges, Per 01270.1.02.A	101	LF	\$102.20	\$10,322.20	\$90.00	\$9,090.00	\$70.00	\$7,070.00
2	12' Wide, 5" Thick Concrete Sidewalk, Per 01270.1.02.A	144	LF	\$104.00	\$14,976.00	\$100.00	\$14,400.00	\$76.50	\$11,016.00
3	12' Wide, 6" Thick Concrete Sidewalk, Per 01270.1.02.A	34	LF	\$185.25	\$6,298.50	\$110.00	\$3,740.00	\$83.00	\$2,822.00
4	6" Wide Pavement Marking - Crosswalk, Per 01270.1.02.H	110	LF	\$11.30	\$1,243.00	\$10.00	\$1,100.00	\$10.00	\$1,100.00
5	Truncated Dome Detectable Warnings, Per 01270.1.02.B	2	EA	\$1,160.00	\$2,320.00	\$1,400.00	\$2,800.00	\$1,150.00	\$2,300.00
6	Permanent Traffic Signs, Per 01270.1.02.W	4	EA	\$715.00	\$2,860.00	\$550.00	\$2,200.00	\$650.00	\$2,600.00
7	Demo and Remove Existing Sidewalk, Per 01270.1.02.C	307	LF	\$10.45	\$3,208.15	\$25.00	\$7,675.00	\$11.30	\$3,469.10
8	Jersey Barrier Barricade, Per 01270.1.02.E	2	EA	\$250.00	\$500.00	\$800.00	\$1,600.00	\$1,600.00	\$3,200.00
Sidewalks & Road Crossings - Sidewalk "B"									
9	Type 1 - 10' Wide, 4" Thick Concrete Sidewalk, Including Ramps and Thickened Edges, Per 01270.1.02.A	176	LF	\$155.65	\$27,394.40	\$80.00	\$14,080.00	\$62.75	\$11,044.00
10	Truncated Dome Detectable Warnings, Per 01270.1.02.E	8	EA	\$244.20	\$1,953.60	\$1,200.00	\$9,600.00	\$945.00	\$7,560.00
11	6" Wide Pavement Marking - Crosswalk, Per 01270.1.02.H	266	LF	\$11.30	\$3,005.80	\$10.00	\$2,660.00	\$10.00	\$2,660.00
12	Permanent Traffic Signs, Per 01270.1.02.W	8	EA	\$715.00	\$5,720.00	\$550.00	\$4,400.00	\$650.00	\$5,200.00
13	Sawcut Existing Intersection Island, Per 01270.1.02.D	14	EA	\$62.90	\$880.60	\$20.00	\$280.00	\$15.00	\$210.00
14	Concrete Retaining Wall and Chainlink Fencing, Per 01270.1.02.G	57	LF	\$93.50	\$5,329.50	\$1,500.00	\$85,500.00	\$1,250.00	\$71,250.00
15	Sidewalk Construction Traffic Control Signage, Per 01270.1.02.K	1	LS	\$3,168.00	\$3,168.00	\$2,800.00	\$2,800.00	\$3,000.00	\$3,000.00
16	Compound Curb Ramp as Indicated on Drawing SW-101	1	LS	\$2,798.60	\$2,798.60	\$2,000.00	\$2,000.00	\$1,700.00	\$1,700.00
Bridge									
17	Bridge Abutments - Cast-In-Place Concrete, Per 01270.1.02.A	2	EA	\$38,000.00	\$76,000.00	\$91,000.00	\$182,000.00	\$88,500.00	\$177,000.00
18	Pre-Engineered Steel Truss Bridge - Furnished to Site -240' clear span, 12' wide deck, painted, with fencing and railings included, Per 01270.1.02.L	1	EA	\$943,845.00	\$943,845.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00
19	Pre-Engineered Steel Truss Bridge - Installation - Unloading, Assembly, Crane & Falsework, Per 01270.1.02.N	1	EA	\$129,000.00	\$129,000.00	\$75,000.00	\$75,000.00	\$175,000.00	\$175,000.00
20	Concrete Bridge Deck - 7-in. Thick, 12' Wide, Reinforced, Per 01270.1.02.N	325	SY	\$150.80	\$49,010.00	\$180.00	\$58,500.00	\$250.00	\$81,250.00
21	H-Piling in Accordance with Plans, Per 01270.1.02.O	400	LF	\$102.50	\$41,000.00	\$85.00	\$34,000.00	\$240.00	\$96,000.00
22	Concrete Slope Protection, Per 01270.1.02.P	213	SY	\$112.05	\$23,866.65	\$125.00	\$26,625.00	\$94.00	\$20,022.00
23	Retaining Walls and Footings - Cast-In-Place Concrete, Per 01270.1.02.R	254	CY	\$391.73	\$99,499.42	\$1,400.00	\$355,600.00	\$1,000.00	\$254,000.00
24	Bridge Retaining Walls - 1" Clean Backfill, Per 01270.1.0	842	TON	\$17.33	\$14,591.86	\$30.00	\$25,260.00	\$22.00	\$18,524.00
25	MSE Retaining Wall, Per 01270.1.02.T	263	LF	\$132.90	\$34,952.70	\$200.00	\$52,600.00	\$120.00	\$31,560.00
Miscellaneous									
26	Embankment, Topsoil, Seed & Mulch, Per 01270.1.02.F	1	LS	\$50,905.12	\$50,905.12	\$40,000.00	\$40,000.00	\$22,000.00	\$22,000.00
27	Straw Wattle, Per 01270.1.02.J	300	LF	\$3.00	\$900.00	\$4.00	\$1,200.00	\$6.25	\$1,875.00
28	Silt Fence, Per 01270.1.02.I	81	LF	\$4.00	\$324.00	\$4.50	\$364.50	\$4.75	\$384.75
29	Mobilization, Including Bonds & Insurance, Per 01270.1.02.JJ	1	LS	\$71,189.00	\$71,189.00	\$209,000.00	\$209,000.00	\$166,962.85	\$166,962.85
30	Guardrail Installation in Accordance with MoDOT 18, 2019, Per 01270.1.02.KK	1	LS	\$13,200.00	\$13,200.00	\$18,750.00	\$18,750.00	\$12,000.00	\$12,000.00
Electrical									
31	Bridge Lighting Electric Service Installation, Per 01270.1.02.X	1	LS	\$5,236.00	\$5,236.00	\$4,675.00	\$4,675.00	\$4,675.00	\$4,675.00
32	Bridge Pedestrian Lighting Controls and Branch Circuit S	1	LS	\$9,824.64	\$9,824.64	\$8,772.00	\$8,772.00	\$8,772.00	\$8,772.00
33	Underground Roadway Bores, Per 01270.1.02.Z	40	LF	\$49.00	\$1,960.00	\$43.72	\$1,748.80	\$43.72	\$1,748.80
34	Underground Electric Lighting System Pull Box Installation, Per 01270.1.02.AA	2	EA	\$1,272.32	\$2,544.64	\$1,136.00	\$2,272.00	\$1,136.00	\$2,272.00
35	New Bridge 12-Watt LED Fixtures for Pedestrian Lighting	7	EA	\$3,203.00	\$22,421.00	\$2,860.00	\$20,020.00	\$2,860.00	\$20,020.00
36	New Bridge Structure Accent Lighting, Per 01270.1.02.CC	1	EA	\$14,582.40	\$14,582.40	\$13,020.00	\$13,020.00	\$13,020.00	\$13,020.00
Traffic Control - Temporary, During Construction - Interstate Work									
37	I-44 Detour Construction Signs, Per 01270.1.02.U	1,635	SF	\$13.44	\$21,974.40	\$10.50	\$17,167.50	\$12.00	\$19,620.00
38	Advanced Warning Rail System, Per 01270.1.02.V	6	EA	\$61.60	\$369.60	\$100.00	\$600.00	\$55.00	\$330.00
39	Flag Assembly, Per 01270.1.02.V	2	EA	\$28.00	\$56.00	\$20.00	\$40.00	\$25.00	\$50.00
40	Channelizer (Trim Line), Per 01270.1.02.V	234	EA	\$24.65	\$5,768.10	\$20.00	\$4,680.00	\$22.00	\$5,148.00
41	Type III Moveable Barricade, Per 01270.1.02.V	26	EA	\$140.00	\$3,640.00	\$135.00	\$3,510.00	\$125.00	\$3,250.00
42	Impact Attenuator 70 MPH (Sand Barrels), Per 01270.1.02.V	1	EA	\$5,264.00	\$5,264.00	\$3,000.00	\$3,000.00	\$4,700.00	\$4,700.00
43	Truck or Trailer Mounted Attenuator (TMA), Per 0.1270.1.02.V	1	EA	\$5,600.00	\$5,600.00	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00
44	Directional Indicator Barricade w/ Light, Per 01270.1.02.V	80	EA	\$184.80	\$14,784.00	\$180.00	\$14,400.00	\$165.00	\$13,200.00
45	Flashing Arrow Panel, Per 01270.1.02.V	3	EA	\$1,344.00	\$4,032.00	\$1,500.00	\$4,500.00	\$1,200.00	\$3,600.00
46	Warning Light, Type B, Per 01270.1.02.V	28	EA	\$84.00	\$2,352.00	\$60.00	\$1,680.00	\$75.00	\$2,100.00
47	Changeable Message Sign, Contractor Furnished, Contractor Retained, Per 01270.1.02.V	5	EA	\$3,920.00	\$19,600.00	\$5,000.00	\$25,000.00	\$3,500.00	\$17,500.00
48	Temporary Traffic Barriers, Contractor Furnished, Contractor Retained, Per 01270.1.02.V	570	LF	\$10.00	\$5,700.00	\$20.00	\$11,400.00	\$29.85	\$17,014.50
				\$	\$	\$	\$	\$	\$
				\$1,785,970.88		\$2,381,309.80		\$2,334,800.00	

V.C.2.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND KELPE CONTRACTING, INC, FOR UNIVERSITY DRIVE PEDESTRIAN BRIDGE, PROJECT #359.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AS FOLLOWS:

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an agreement between the City of Rolla, Missouri and Kelpe Contracting, Inc, for University Drive Pedestrian Bridge, Project #359, a copy of said agreement being attached hereto and marked Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 6th DAY OF April 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

V.C.3.

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ Day of _____ by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and _____ **Kelpe Contracting, Inc.** _____ Party of the second Part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertised for and in connection with the construction of: **University Drive Pedestrian Bridge, PROJECT 359**, in complete accord with the Contract Documents and the said plans and specifications; and

WHEREAS, the said Contractor, in response to such advertisement, has submitted to the Owner, in the manner and at the time specified, a sealed proposal in accordance with the terms of said advertisement; and

WHEREAS, the Owner, in the manner prescribed by law, has publicly opened, examined and canvassed the proposals submitted in response to the published invitation therefore, and as a result of such canvass has determined and declared the aforesaid Contractor to be lowest and best bidder for the said work and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's proposal, a copy thereof being attached to and made a part of this contract.

NOW THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreement herein contained, the parties to these presents have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for itself, himself, or themselves, or its, his or their successors and assigns, or its, his, or their executors and administrators, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in, and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor, and (d) in a good, substantial, and workmanlike manner, and in accordance with the provisions of the General Conditions and the Special Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract Plans and Specifications designated and identified therein, execute, construct, and complete all work included in, and covered by the Owner's official award of this Contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's proposal, for the construction of **University Drive Pedestrian Bridge, PROJECT 359**.

V.C.4.

It is further stipulated that not less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri, or determined by the Court of Appeal shall be paid to all workers performing work under this Contract.

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

ARTICLE III. Occupational Safety and Health Administration (OSHA)

Safety Training:

- a. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, R.S.Mo.
- b. Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work on the project commences.
- c. Contractor acknowledges and agrees that any of Contractor's employees found on the project site without the documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the project.
- d. Contractor shall require all of its subcontractors to comply with the requirements of this Section and Section 292.675, R.S.Mo.

Notice of Penalties for Failure to Provide Safety Training

- a. Pursuant to Section 292.675, R.S.Mo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Safety Training section of Article III above.
- b. The penalty described in above subsection A of this section shall not begin to accrue until the time periods described in Sections B and C Safety Training of Article III above have elapsed.
- c. Violations of Article III – Safety Training above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE IV. That the Contractor shall construct and complete the work designated and described in the foregoing proposal and attached specifications in accordance with the Notice to Bidders, Instruction to Bidders, Proposal, Bond, General Conditions, Special Conditions, Technical Specifications, Drawings, Addenda, and other component parts of the Contract

V.C.S.

Documents hereto attached, all of which documents from the Contract and are as fully a part hereto as if repeated verbatim herein.

ARTICLE V. That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of \$1,785,970.88 for All work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

ARTICLE VI. That the Contractor shall begin assembly of materials and equipment within ten (10) days after receipt from the Owner of executed copies of the Contract.

Liquidated Damages - Should the contractor fail to complete the work on or before the completion date specified the contractor will be charged liquidated damages in the amount of \$1800.00 per calendar day for each full calendar day that the work is not fully completed. Liquidated damages will not be charged for weekends and holidays.

ARTICLE VII. Before the final payment can be made to the Contractor on the project, the Contractor must complete and return the Affidavit Compliance with the Prevailing Wage Law form furnished at the end of the Special Conditions section.

ARTICLE VIII. Before the final payment can be made on the project to the Contractor, the Contractor must complete and return the Contractor's Affidavit Regarding Settlement of Claims form furnished at the end of the Special Conditions section.

ARTICLE IX. This Contract will not be binding and effective until confirmed by the Owner.

IN WITNESS-WHEREOF: The parties have executed this Contract as of the day and year first above written.

CITY OF ROLLA, MISSOURI

CONTRACTOR

BY _____
Mayor, Owner, Party of the First Part

BY _____

Printed Name

Printed Name/Title

STATE OF MISSOURI)
SS)
County of Phelps)

On this _____ day of _____ before me appeared _____ ,
to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City
of Rolla, Missouri, a municipal corporation, and the seal affixed to said instrument is the
corporate seal of said municipal corporation and that said instrument is the corporate seal of said
municipal corporation and that said instrument was signed under authority of the City Council of
of the City of Rolla, Missouri; and the said _____ Acknowledged
said instrument to be the free act and deed of said municipal corporation.

My commission expires: _____

Notary Public

STATE OF MISSOURI)
SS)
County of Phelps)

On this _____ day of _____ before me appeared _____ ,
to me personally known, who, being by me duly sworn, did say that (s)he is the _____
of _____
and that the seal affixed to said instrument is the corporate seal of said corporation by authority
of its board of directors; and the said _____ acknowledged said
instrument to be the free act and deed of said corporation.

My commission expires: _____

Notary Public

V.C.7.

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: John Butz, City Administrator ACTION REQUESTED: Discussion

ITEM/SUBJECT: Consideration of Proposals for Existing Building Options for Animal Shelter

BUDGET APPROPRIATION (IF APPLICABLE) N/A DATE: April 6, 2020

COMMENTARY: In 2014, the City Council challenged the community to raise \$1.2 – \$1.5 million to build a new animal shelter to replace a deteriorated dog pound built in the 1970s. The late Mr. Bob Eck left \$441,000 to “animal care” which launched the campaign efforts. Through the efforts of a citizens’ group called S.A.V.E., the campaign has stalled at approximately \$725,000. Well short of the funds to construct and operate a new 5,600 SF facility, a local commercial building owner proposed an existing building renovation as an alternative to new construction.

The proposal was intriguing enough that the Rolla City Council authorized a public solicitation process for possible existing building sites meeting minimum standards. Proposals were solicited by advertisement and direct mail to area realtors and builders.

On March 18th, the City received and opened two proposals.

- 1) Charlotte J. Barrack Trust – 1100 Highway 72 - 21,000 SF building zoned C-2 on 2.57 acres.
- 2) Williams Real Property, LLC – 11530 Twitty Drive – new 6,000 SF building on 2.51 acres.

- Staff is recommending the following sequence of steps for incremental consideration:
- 1) April 2020 - City Engineer/Codes Administrator to perform initial building assessment. If properties appear physically feasible go to Step 2.
 - 2) May 2020 - Conduct a public hearing on both properties for neighborhood input. If Council determines with public input that the project(s) are feasible go to Step 3.
 - 3) June – September 2020 - Solicit proposals for conceptual feasibility services. If project(s) are operationally/schematically feasible go to Step 4.
 - 4) October – December 2020 – Solicit architectural design services for cost estimating. If project(s) are operationally/schematically feasible go to Step 5.
 - 5) January – February 2021 – Enter into confidential negotiations for possible acquisition. If successfully attained go to Step 6.
 - 6) March – September 2021 – Pursue final design and building rehabilitation.

Recommendation: Authorize City staff to conduct preliminary building assessment on both properties.

VI.A.1.

Legend

400 ft

Google Earth

© 2020 Google





CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: John Butz, City Administrator ACTION REQUESTED: Review

ITEM/SUBJECT: Update on Stay at Home Mandate

BUDGET APPROPRIATION (IF APPLICABLE) N/A

DATE: April 6, 2020

COMMENTARY: On March 30th City Council adopted Ordinance No. 4547 executing a “Stay at Home” order. The ordinance model was based on the City of Columbia’s ordinance that has now been used by several Missouri cities and counties. The ordinance is set to take effect on Monday, April 6th. The intent of the ordinance is clearly stated: “to ensure the maximum number of people stay at home to slow the spread of COVID-19 with the City (limits) of Rolla while enabling essential services to continue.” The ordinance goes on to generally classify 42 “essential businesses” and identifies several specific business types as non-essential. Citizens are urged to stay home except for outdoor exercise and “essential activities.”

There are three general approaches to implementation:

- 1) Rely on businesses to self-determine essential/non-essential status and respond on complaints.
- 2) Establish an administrative process to formally review each business and to render a decision based on the ordinance.
- 3) Require all businesses to cease operations until they can prove they are “essential” under the ordinance.

The City was inundated with panicked calls and e-mails from Tuesday on and the City Administration attempted to make determinations on a case-by-case basis. Realizing such determination is a bit arbitrary, the City is creating an online “essential business determination form” that will be reviewed by an administrative team within 2-3 days. Businesses will have the opportunity to provide evidence as to why they would be “essential” under the ordinance. Complaints and field inspections will be coordinated by this team. Upon final determination, appeals could then be filed with the Mayor and City Counselor. Initial enforcement will focus on education and information.

VI.B.1.



City Administration P.O. Box 979, Rolla, MO 65402

(573) 426-6948; FAX (573) 426-6947 email admin@rollacity.org

STAY AT HOME ORDINANCE EFFECTIVE APRIL 6, 2020

Frequently Asked Questions

Why was this order issued? This order was issued to protect the health and safety of all residents, with the goal of limiting the continued spread of the coronavirus (COVID-19) in our community.

How long is the order in effect for? The order will take effect at 8:00 a.m. on Monday, April 6, 2020, and will currently remain in effect through 8:00 a.m. on May 11, 2020. The order will be evaluated on an ongoing basis and may be modified as circumstances change.

What does the order require? The order requires residents to stay at home unless they are engaged in one of the essential activities specified in the order. Essential activities include working in an essential business, obtaining supplies or necessary services, seeking medical care, caring for a family member or loved one, and exercising and maintaining personal health. Individuals must practice social distancing to the extent feasible while engaging in these activities, and to stay home if not engaging in one of these specific activities.

Will residents be subject to penalties such as arrest or citations for leaving their homes? Residents can leave their residences to engage in essential activities, including exercising and maintaining personal health (walking/bicycling/running/etc.), working at essential business, obtaining supplies or necessary services, or seeking medical care. We strongly urge residents to stay at home if they are not engaged in any of these essential activities, as this will greatly aid efforts to stop the community spread of the coronavirus. Repeated and intentional violations of this ordinance may result in fine, imprisonment, or both.

Does the Rolla ordinance extend beyond the City limits? No. State Statutes do give the City authority to extend emergency declarations and safety orders up to five miles around the City, but the City's ordinance did not exercise that authority.

Am I allowed to leave my residence for essential activities such as groceries, essential employment and providing care to family members? Yes. While unnecessary travel is not authorized, the ordinance recognizes essential activities and obligations require travel by vehicle, bicycle, or walking.

VI . B . 2 .

Does my business qualify as an essential business as defined in the special order?

Major categories of essential businesses defined in the order include:

Health care (doctors, dentists, nurses, hospitals, pharmacies, medical research facilities, labs, etc.);

Food and drink production and distribution (including grocery stores, markets, restaurants that offer food for carryout, liquor stores);

Transportation (including gas stations, taxis, and auto parts and service;

Financial Services (including banks, insurance, real estate and other professional services);

Manufacturing and distribution of supplies and materials for essential businesses (including trucking);

Maintenance and construction of infrastructure and households;

Child care;

Operations associated with Missouri S&T;

Essential Government Operations;

Residential facilities (including hotels and motels);

Media and Communications Providers (including newspapers, radio stations and television stations); and

Mailing, Shipping, and Delivery services.

A full list of categories of essential businesses is provided in the ordinance.

We strongly encourage all essential businesses to allow employees to work from home and to maintain social distancing to the extent feasible to carry out operations.

My business does not fall under one of the categories deemed essential, can it remain open if health precautions are taken? Non-essential businesses can continue operations that can be conducted from employees' homes. They can also continue minimum necessary activities to maintain the value of the business's inventory and facilities and to ensure security, process payroll and employee benefits, or to facilitate employees of the business being able to work remotely from their residences, provided social distancing is maintained. Any operations that do not meet these requirements must be ceased.

VI.B.3.

Do businesses and/or employees need formal certification or identification that they qualify as an essential business and/or are employed at an essential business? No. There is currently no registration process in place.

How will this emergency order be enforced? We are relying on the goodwill and common sense of residents and businesses to follow the ordinance. If we hear of a resident or business not following the ordinance, we will provide education to ensure they fully understand the ordinance. As a last resort, fines and penalties may be used.

Is construction activity classified as essential? Yes, activities at open construction sites, and related activities, are classified as essential.

Are manufacturing facilities classified as essential? Any manufacturing operation that supplies goods necessary for the operation of other essential businesses is classified as essential.

Are hotels and motels classified as essential? Yes. We recognize that individuals employed in essential businesses who are traveling and/or individuals who find their homes temporarily uninhabitable may need to secure shelter.

Are home repair and maintenance services classified as essential? Yes, home repair services including plumbers, electricians, exterminators, and other service providers to maintain the safety and sanitation of residences and essential businesses are classified as essential.

Are liquor stores and other markets that sell liquor classified as essential? Yes, businesses that distribute food or beverages are classified as essential. We encourage the maintenance of social distancing to the extent feasible in all cases.

Are childcare providers classified as essential? Yes. Childcare should be carried out in groups of 10 or fewer. Children should not change from one group to another in the same day.

Are personal services, such as nail salons, hair salons, massage, and tanning facilities classified as essential? No. Businesses that provide personal services are not classified as essential.

Are gyms and workout facilities classified as essential? No. Gyms and workout facilities are not classified as essential. However, individuals are encouraged to use parks and exercise outdoors while they practice social distancing.

VI B.4.


STAY AT HOME ORDINANCE

EFFECTIVE APRIL 6, 2020



Help stop
COVID-19
DO THE FIVE

Missouri Novel
Coronavirus Information
Hotline

 **877-435-8411**



HANDS

Wash them often



ELBOW

Cough into it



FACE

Don't touch it



FEET

Stay more than
6ft apart



FEEL

Sick? Stay Home

VI.B.5.

Frequently Asked Questions



Why was this order issued? This order was issued to protect the health and safety of all residents, with the goal of limiting the continued spread of the coronavirus (COVID-19) in our community.

How long is the order in effect for? The order will take effect at 8:00 a.m. on Monday, April 6, 2020, and will currently remain in effect through 8:00 a.m. on May 11, 2020. The order will be evaluated on an ongoing basis and may be modified as circumstances change

What does the order require? The order requires residents to stay at home unless they are engaged in one of the essential activities specified in the order. Essential activities include working in an essential business, obtaining supplies or necessary services, seeking medical care, caring for a family member or loved one, and exercising and maintaining personal health. Individuals must practice social distancing to the extent feasible while engaging in these activities, and to stay home if not engaging in one of these specific activities

Will residents be subject to penalties such as arrest or citations for leaving their homes? Residents can leave their residences to engage in essential activities, including exercise (walking, bicycling, etc.), working at essential business, obtaining supplies or necessary services, or seeking medical care. We strongly urge residents to stay at home if they are not engaged in any of these essential activities, as this will greatly aid efforts to stop the community spread of the coronavirus. Repeated and intentional violations of this ordinance may result in fine, imprisonment, or both.

Please direct all questions and concerns to admin@rollacity.org

VI.B.6.

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Resolution

ITEM/SUBJECT: McDonald's Easement Agreements Kingshighway Improvements

BUDGET APPROPRIATION (IF APPLICABLE)

DATE: 04/06/20

COMMENTARY: Attached is a resolution authorizing the Mayor to enter into a Temporary Construction Easement Agreement and a Permanent Sidewalk and Utility Easement Agreement with the McDonald's Real Estate Company. These Easements are for work planned in conjunction with the Kingshighway Improvements.

Staff Recommends approval.

VI.C.1.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI CERTAIN EASEMENT AGREEMENTS BETWEEN THE CITY OF ROLLA, MISSOURI AND THE MCDONALD'S REAL ESTATE COMPANY, A DELAWARE CORPORATION FOR IMPROVEMENTS ON KINGSHIGHWAY.

BE RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AS FOLLOWS:

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri a certain Temporary Construction Easement and Grantee's Work Agreement between the City of Rolla, Missouri and the McDonald's Real Estate Company, a Delaware Corporation, a copy of said agreement being attached hereto and marked Exhibit A.

Section 2: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri a certain Sidewalk and Utility Easement Agreement between the City of Rolla, Missouri and the McDonald's Real Estate Company, a Delaware Corporation, a copy of said agreement being attached hereto and marked Exhibit B.

Section 3: That this resolution shall be in full force and effect from and after the date of its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 6TH DAY OF APRIL, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

VI C.2.

EXHIBIT A

THIS DOCUMENT IS NOT TO BE RECORDED FOR ANY PURPOSE

City, State: Rolla, Missouri
Address: 1106 Kingshighway
L/C: 024-0089
File: 03630

**TEMPORARY CONSTRUCTION EASEMENT
AND GRANTEE'S WORK AGREEMENT**

This Temporary Construction Easement and Grantee's Work Agreement ("**Agreement**") is dated as of the 14th day of February, 2020, and is made by and between **McDONALD'S REAL ESTATE COMPANY**, a Delaware Corporation (the "**Grantor**") and **CITY OF ROLLA, MISSOURI**, a Municipal Corporation (the "**Grantee**").

RECITALS

A. Grantor is the owner of the property legally described on Exhibit A attached and the improvements located on such property ("**Grantor's Property**").

B. Grantee has requested and Grantor has agreed to grant and convey a temporary construction easement upon, over, and across portions of Grantor's Property, as legally described on Exhibit B attached, and as further depicted on Exhibit C attached (known as the "**Construction Easement Area**") for the purpose of performing Grantee's Work as more specifically defined in Section 3 of this Agreement.

Now, therefore, in consideration of the mutual covenants set forth in this Agreement, and other valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor and Grantee agree as follows:

1. Recitals. The Recitals above are incorporated by this reference as agreements of the parties, binding as a part of this Agreement as if fully set forth in this Section 1.

2. Grant of Temporary Construction Easement. Grantor grants and conveys to Grantee a non-exclusive temporary construction easement (the "**Temporary Construction Easement**"), subject to matters of record and that a survey would reveal, upon, over, and across the Construction Easement Area for the purpose of performing Grantee's Work.

3. Grantee's Work. Grantee will perform the following work within the Temporary Construction Easement Area:
Gaining access for constructing improvements and grading on 1106 Kingshighway, City Project 359 including any restoration work required to be performed by Grantee pursuant to Section 5f (collectively, "**Grantee's Work**").

4. Term. This Temporary Construction Easement will commence on February 14, 2020, and will automatically expire and terminate on February 13, 2021 (the "**Term**").

5. Grantee's Work and Use of Construction Easement Area.

a. Grantee's Covenants and Warranties. Grantee covenants and warrants as follows: (i) that it will secure and to provide copies to Grantor of all necessary governmental and third party permits and approvals to undertake and complete Grantee's Work; (ii) that it will perform Grantee's Work at its sole cost and expense, and in a professional, good and workmanlike manner in conformance with customary engineering and construction practices, and in compliance with all applicable regulations and any agreements of record affecting Grantor's Property; and (iii) that Grantee's Work will fully conform and comply with the construction plans, specifications, drawings, and schedule attached as **Exhibit D** (the "**Final Plans**"), which Final Plans are approved by Grantor. Grantee will not modify the Final Plans without Grantor's prior written approval, which approval Grantor may grant or deny in its sole discretion. Grantor makes no representation regarding the adequacy of the Final Plans or their compliance with any applicable laws or codes. It will remain Grantee's responsibility to confirm such adequacy or compliance. In addition, Grantee will give Grantor written notice pursuant to Section 10 of the date upon which Grantee intends to commence Grantee's Work at least 10 days prior to the commencement of Grantee's Work.

b. No Grantee Interference. Grantee will perform Grantee's Work in such a manner so as to not affect the visibility of or access to Grantor's Property, or adversely affect the business and operation on Grantor's Property, including without limitation, its drive-thru operation. Grantee will not interfere with any utility lines, facilities, or easements within the Construction Easement Area or elsewhere on Grantor's Property. Grantee will separate the Construction Easement Area by cones or by other appropriate construction safety barriers while Grantee performs Grantee's Work, and will not block or interfere with the access drives or drive-thru lanes on Grantor's Property.

c. No Grantee Storage. Grantee will not park on or store any construction vehicles, equipment or materials overnight on the Construction Easement Area or on Grantor's Property. Grantee will not move, remove, or demolish any of Grantor's signs, access drives, curbing, or other improvements located within the Construction Easement Area or elsewhere on Grantor's Property, except as shown in the Final Plans or as otherwise agreed to in writing by Grantor.

d. No Grantee Liens. Grantee will perform all of Grantee's Work at its sole cost and expense, and will not allow any mechanics' or other lien to be placed on Grantor's Property. If any lien arises, Grantee will fully discharge the lien at its expense no later than 15 days after the lien is filed and will promptly send written notice to Grantor, along with a copy of the recorded release or other proof in a form acceptable to Grantor that the lien was discharged.

e. No Hazardous Substances. Grantee agrees that it will not bring any hazardous substances in, on or under the Construction Easement Area or Grantor's Property, or cause any release of hazardous substances in, on, under or from the Construction Easement Area or Grantor's Property. Grantee further represents that if it introduces, releases, contacts or discovers any hazardous substances on, above, or below the Construction Easement Area or Grantor's Property in connection with its activities, it will promptly notify Grantor.

f. Restoration of Property. Grantee covenants and agrees to: (i) restore, immediately after Grantee completes Grantee's Work and prior to the expiration or earlier termination of this Agreement, the Construction Easement Area to the same or better condition as it existed before Grantee began Grantee's Work (except to the extent approved on the Final Plans), and to a safe condition, and (ii) remove all of its equipment, materials, tools, trash and debris from the Construction Easement Area. Grantee will repair any damage that occurs to the Construction Easement Area or to Grantor's Property arising out of, related to, or as a consequence of Grantee's Work. In the event the Grantee requires the pole sign be removed temporarily, Grantee agrees that the pole sign will be immediately reconstructed and re-installed in the same fashion with the same or better materials at the same height without the need for any variance or any cost paid by the Grantor whatsoever.

6. Indemnification. To the extent allowed by Missouri law and subject to and without waving sovereign immunity, Grantee will indemnify, Grantee will hold harmless, indemnify and defend (with counsel of Grantor's choice) Grantor and its affiliates, and their respective lessees, franchisees, licensees, employees, agents, personal representatives, contractors, and any of their respective successors and assigns (collectively, the "**Grantor's Parties**") against any and all claims, demands, losses, liabilities, costs, fines, penalties, expenses, damages, including economic, direct, indirect and consequential damages, suits, liens, causes of action and judgments (including, but not limited to attorney's fees) (collectively, the "**Claims**") arising out of, or in any way related to, or in connection with, or as a result or consequence of: (i) Grantee's Work; (ii) any acts, errors or omissions by Grantee and/or its employees, agents, personal representatives, contractors or subcontractors, and any of their respective successors and assigns, or any other person acting directly or indirectly through or under Grantee (collectively, the "**Grantee's Parties**"), and for subrogation actions initiated by Grantee or Grantee's workers' compensation insurance carrier, and for any other matter based on Grantee's workers' compensation insurance; (iii) any actual or alleged violation of applicable laws, regulations, ordinances, administrative orders or rules; (iv) any actual or alleged breach by Grantee and/or Grantee's Parties of any of their representations, warranties and/or obligations in this Agreement; (v) the entry upon and/or use of Grantor's Property or the Construction Easement Area by Grantee and/or Grantee's Parties; and (vi) any other acts by Grantee and/or Grantee's Parties pursuant this Agreement.

In addition to the above, Grantee will cause its contractors and agents to indemnify, defend (with counsel of Grantor's choice), and hold harmless Grantor and its affiliates, and their respective lessees, franchisees, licensees, employees, agents, personal representatives, contractors, successors and assigns (collectively, the "**Grantor's Parties**") against any and all claims, demands, loss, liabilities, costs, fines, penalties, expenses, damages, including economic, direct, indirect and consequential damages, suits, liens, causes of action and judgments (including, but not limited to attorney's fees) (collectively, the "**Claims**") arising out of, or in any way related to, or in connection with, or as a result or consequence of (i) the entry upon and/or use of Grantor's Property by Grantee and/or its employees, agents, personal representatives, contractors or subcontractors, successors and assigns, or any other person acting directly or indirectly through or under Grantee or its contractors (collectively, the "**Grantee's Agents**"); (ii) any intentional misconduct or negligent acts, errors or omissions by Grantee's Agents; (iii) subrogation actions initiated by Grantee's Agents or Grantee's Agent's workers' compensation insurance carrier, and for any other matter based on Grantee's Agent's workers' compensation insurance; (iv) any actual or alleged violation of applicable federal, state or local laws, regulations,

ordinances, administrative orders or rules by Grantee's Agents; (v) any actual or alleged breach by Grantee or Grantee's Agents and/or of any of their representations, warranties and/or obligations in this Agreement; and (vi) any other acts by Grantee and/or Grantee's Agent's pursuant to or in violation of this Agreement. Grantee's obligations under this Article 5(B) will survive the termination of this Agreement.

7. Release. Grantee will enter upon the Construction Easement Area and conduct Grantee's Work at its sole risk, cost and expense. Grantee waives and relinquishes any and all Claims related to the subject matter of this Agreement now or hereafter arising in Grantee or any of Grantee's Parties occasioned by, directly or indirectly, the condition of Grantor's Property and the Construction Easement Area, or any other facts or occurrences with respect to Grantee's conduct under this Agreement. Grantee also agrees and acknowledges that Grantor makes no representations or warranties as to the condition of the Construction Easement Area or Grantor's Property.

8. Insurance.

(a) Grantee will procure and maintain and will cause its consultants, contractors and subcontractors to procure and maintain in force during the Term the insurance coverages described below, which insurance will be placed with insurance companies rated A VIII or better by the current edition of Best's Key Rating Guide, authorized to do business in the state in which Grantor's Property is located, and approved in advance in writing by Grantor.

(i) Commercial General Liability Insurance (with coverage and terms comparable to an ISO CG-0001 form) against all claims and suits for personal and bodily injury, products and completed operations liability, and property damage arising out of Grantee's Work or operation on or use of Grantor's Property, or caused by the negligence or other misconduct of Grantee or Grantee's Parties in an amount not less than \$5,000,000.00 per occurrence and \$5,000,000.00 in the general aggregate.

(ii) Workers' Compensation Insurance, with statutory benefits and limits compliant with applicable state law, and Employer's Liability Insurance with limits of \$1,000,000.00 per accident covering Grantee and Grantee's employees.

(iii) Business Automobile Liability Insurance, including owned, non-owned, and hired vehicles, with have coverage of not less than \$1,000,000.00 for bodily injury and property damage for each accident.

(iv) Any insurance coverage required by law, /or governmental agency, and/or any agreements of record affecting Grantor's Property with respect to the performance of Grantee's Work.

(b) As to the policies identified in Section 8(a) above, Grantor, **McDonald's Real Estate Company**, a Delaware Corporation and **Davaron Corporation**, a Missouri Corporation (the McDonald's restaurant store owner/operator), and their respective successors and assigns, as well as any other person or entity designated by Grantor, will be named as additional insureds as their interests may appear. These policies will be primary insurance for all additional insureds.

All policies will be endorsed to provide a waiver of rights of subrogation in favor of the additional insureds. Before commencing Grantee's Work or entering upon the Construction Easement Area, Grantee will furnish evidence to Grantor of the required insurance in the form of certificates of insurance.

(c) Grantee will neither allow the required insurance coverages to lapse, nor decrease the insurance coverage to levels below those required under this Section 8.

9. Default. If there is a failure by Grantee to perform, fulfill or observe any agreement or obligation contained within this Agreement, to be performed, fulfilled or observed by it which failure is not cured within 15 days after notice from Grantor, or immediately after notice from Grantor, in situations involving potential danger to the health or safety of persons in, on or about the Construction Easement Area or Grantor's Property, or substantial deterioration of the Construction Easement Area or Grantor's Property, then Grantor will be entitled to: (1) terminate this Agreement; (2) seek specific performance; (3) exercise any other remedies available at law or in equity against Grantee and/or Grantee's Parties; and/or (4) cure such failure or breach on behalf of Grantee and collect without contest from Grantee, upon delivery of an invoice, the actual costs for the cure plus an administrative fee of 25% of such costs together with interest at the lower of (a) the rate of 10% per annum, or (b) the maximum rate permissible from time to time under applicable law, from the date such cost was incurred to the date of payment in full. The exercise of any or all remedies in this Section will not preclude the exercise of any other remedies.

10. Notice. All notices under this Agreement will be in writing and sent by U.S. certified mail return receipt requested or nationally recognized overnight courier. If intended for Grantee, the notice will be sent to P.O. Box 182571, Columbus, OH43218-2571, and if intended for Grantor, the notice will be sent to 110 N Carpenter St, Chicago IL 60607-2101, Attn: Director, U.S. Legal Dept. #283, L/C: 024-0089. Any party may lodge a change of address by sending notice of such change to the other party in the manner provided under this Section. Each notice will be deemed to have been given at the time it is deposited in the United States Mail or with the overnight courier.

11. Survival of Obligations. Grantee's obligations under this Agreement will survive the expiration or earlier termination of this Agreement.

12. No Grantor's Expense. Neither Grantor nor Grantor's Parties are required to perform any activity or incur any expense for any purpose under this Agreement, except as otherwise expressly stated in this Agreement.

13. Captions. Captions to the sections in this Agreement are included for convenience only and do not modify any of the terms of this Agreement.

14. Binding Effect. The easement and the rights and obligations granted herein will run with and bind Grantor's Property for the Term, and will inure to the benefit of and bind Grantee and its successors, assigns, agents, employees, contractors, subcontractors and personal representatives during the Term.

15. Severability. If any one or more of the provisions set forth in this Agreement is held to be invalid, illegal, or unenforceable in any respect, then such invalidity, illegality, or unenforceability

will not affect any other provision of this Agreement, and this Agreement will be construed as if such provision never existed.

16. No Waiver. No waiver by Grantor of any term, covenant or condition under this Agreement will be effective or binding upon Grantor unless given in the form of a written instrument signed by Grantor, and no such waiver will be implied from any omission by Grantor to take action with respect to such term, covenant or condition.

17. Waiver of Trial By Jury. Grantor and Grantee each knowingly, voluntarily and intelligently waive any rights that it may have to a trial by jury with respect to any lawsuit based on this Agreement, or arising out of, under, or in connection with, this Agreement or any course of conduct, course of dealing, statements (oral or written) or actions of Grantor and Grantee respectively in connection with this Agreement. This provision is a material inducement for Grantor and Grantee, respectively, to enter into this Agreement.

10. Authorization to Sign. Grantor and Grantee each represent and warrant that the individual signing this Agreement on their behalf is duly authorized to enter into this Agreement and to execute and legally bind such party to it.

11. Anti-Terrorism Representation and Warranty. Grantor and Grantee each represent and warrant that neither they nor the officers and directors controlling Grantor and Grantee, respectively, are acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit or supports terrorism; and that they are not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation. Each party agrees that in the event of a breach of this provision or any applicable law relating to the subject of this provision, the non-breaching party may take such action as may be necessary in order to comply with this provision and/or the applicable law, including, but not limited to, terminating this Agreement.

12. Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed and delivered will be deemed to be an original, and all of which, taken together, will constitute one and the same instrument.

13. Exhibits. This Agreement includes the following Exhibits, which are an integral part of this Agreement and are fully incorporated by reference:

- Exhibit A – Legal Description of Grantor's Property
- Exhibit B – Legal Description of Construction Easement Area
- Exhibit C – Depiction of Construction Easement Area

In witness whereof, Grantor and Grantee have caused this Agreement to be executed on the date first set forth above.

GRANTOR:

**McDONALD'S Real Estate Company, a
Delaware Corporation**

By: Diadre Dunn
Name: Diadre Dunn
Its: Senior Counsel

GRANTEE:

City of Rolla, a Municipal Corporation

By: _____
Name: _____
Its: _____

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

Lot 1, McDonald's Addition, a Minor Subdivision being a Replat of all of Lots 5, 6, 7, 8 and 9 and adjacent vacated alley in Kelly Addition, and part of vacated Juliene Street right of way, and part of the Southeast Quarter, Southeast Quarter, Northeast Quarter of Section 10, Township 37 North, Range 8 West (also known as Railroad Addition Lot 120), all in the City of Rolla, Phelps County, Missouri.

Being the same as:

All of Lot 7 and fractional parts of Lot 8 and 9 and a vacated alley of Kelly Addition, a fractional part of the SE ¹/₄ of the SE ¹/₄ of the NE ¹/₄ of Section 10, Township 37 North, Range 8 West. (also known as Railroad Lot 120) in the City of Rolla, MO and more particularly described as follows: Commencing at the Southeast corner of Railroad Lot 120; thence North 0° 19' East 295.61 feet along the East line of said Railroad Lot 120 (also along the center line of Juliene Avenue and the East line of aforesaid Sec. 10); thence South 89° 56' West, 30.0 feet to the West line of Juliene Avenue and the Northeast corner of Lot 7 of said Kelly Addition the true point of beginning of the tract hereinafter described; thence continuing South 89° 56' West, 138.0 feet partly along the North line of said Lot 7, Kelly Addition to the West line of a vacated alley; thence North 0° 19' East 12.50 feet along said West alley line; thence South 80° 33'45" West, 76.0 feet; thence South 0° 04' 30" West, 121.5 feet; thence South 85° 49' West, 11.53 feet; thence South 8° 45' East 122.99 feet to the North right of way of U.S. Interstate 44 Business Loop; thence North 69° 52' East, 140.00 feet along said North right of way; thence North 9° 06' West, 107.32 feet; thence North 72° 59' East, 95.2 feet to the West line of Juliene Avenue; thence North 0° 19' East, 62.0 feet along said West line to the true point of beginning.

Together with the following described property:

A fractional part of the SE¹/₄ of the SE¹/₄ of the NE¹/₄ of Sec 10; Twp. 37N, Range 8 West (a/k/a Railroad Lot 120) and a fractional part of a vacated alley or Kelley Addition to the City of Rolla, Missouri, and more particularly described as follows: Beginning at the NW corner of Lot 7, Kelley Addition to the City of Rolla; thence South 89° 56' West, 28.0 feet, thence N. 0° 19' East, 12.5 Feet, thence South 80° 33'45" West, 76.0 feet; N. 0° 19' East, 215.0 feet; thence, South 89° 41' East, 102.9 feet; to a point on the West line of Lot 3, Kelley Addition; thence South 0° 19' West, 214.44 feet along part of the West line of

said Lot 3 and along the West line of Lots 4, 5 and 6 of said Kelley Addition to the point or beginning.

Together with the following described property:

Parcel 1:

All of Lot Five (5) of the Kelly Addition to the city of Rolla, Missouri. ALSO Lot 6 in Kelly Addition to the City of Rolla as per plat of said addition filed for record September 24, 1941, in the Recorder's Office of Phelps County, Missouri.

Parcel 2:

A fractional part of Lots 8 and 9 of Kelly Addition to the City of Rolla, Phelps County, Missouri and more particularly described as follows: Beginning at the NE corner of Lot 8 of said Kelly Addition and on the west line of Juliene Street; thence S, $0^{\circ}22'$ W., 106.8 feet along the West line of Juliene Street to its intersection with the North line of City Route U.S. Highway 66; thence S. $69^{\circ}52'$ W. 78.0 feet along the North line of City Route 66; thence North $9^{\circ}06'$ W., 107.32 feet; thence N. $73^{\circ}01'$ E., 95.0 feet to the point of beginning.

Less and except the following described property:

Part of Railroad Lot 120 in the City of Rolla, Phelps County, Missouri, described as follows:

Commencing at the Southeast corner of said Railroad Lot 120; thence N $0^{\circ}01'47''$ East, 137.43 feet (described) along the East line of said Railroad Lot 120 to a point on the Northerly right of way of Kings Highway (Business Loop 1-44); thence South $69^{\circ}34'47''$ West, 250.04 (described) feet along said Northerly right of way of Kings Highway (Business Loop 1-44) to the point of beginning; thence North $9^{\circ}08'08''$ west, 123.22 feet; thence North $85^{\circ}29'14''$ East, 11.48 feet; thence North $0^{\circ}02'00''$ West, 335.78 feet; thence North $89^{\circ}44'49''$ East, 30.00 feet; thence South $0^{\circ}02'00''$ East, 416.02 feet; thence around a curve to the left having a radius of 28.50 feet, an arc length of 15.45 feet, a chord bearing of South $15^{\circ}24'43''$ East and a chord length of 15.26 feet; thence North $70^{\circ}18'00''$ East, 9.07 feet; thence around a curve to the left having a radius of 30.00 feet, an arc length of 24.15 feet, a chord bearing of South $78^{\circ}01'51''$ East and a chord length of 23.50 feet; thence South $20^{\circ}52'40''$ East, 4.23 feet to a point on the Northerly right of way of

Kings Highway (Business Loop 1-44); thence South $69^{\circ}34'47''$ West, 62.97 feet to the point of beginning. Contains 14,347 square feet or 0.329 acres of land, more or less.

EXHIBIT B

Legal Description of Construction Easement Area

Parcel 4824 AKA 1106 Kingshighway

A temporary construction easement being the southerly 10 feet of Lot 1 of MCDONALD'S ADDITION, Rolla, Missouri.

Being the same as:

A fractional part of Lot 1 of MCDONALD'S ADDITION, Rolla, Missouri more particularly described as follows: Beginning at the Southeast Corner of Lot 1 of said MCDONALD'S ADDITION; thence South 69°34'40" West, 155.01 feet, and, North 20°52'50" West, 4.23 feet, and, northwesterly, 24.22 feet along the arc of a curve, concave northeasterly with a radius of 30.00 feet, the chord of which is North 78°00'10" West, 23.57 feet, all along the northerly right of way of Kingshighway; thence South 84°24'40" East, 28.81 feet; thence North 69°34'40" East, 153.35 feet to the westerly right of way of Juliene Street; thence southerly, 4.20 feet along the arc of a curve, concave westerly with a radius of 20.00 feet, the chord of which is South 37°38'20" West, 4.19 feet, and, South 0°07'20" West, 2.15 feet, all along said westerly right of way to the point of beginning. Above described tract contains 0.02 acre, more or less, per plat of survey J-2713B, revised October 10, 2019, by CM Archer Group, P.C.

VI C.13.

EXHIBIT C

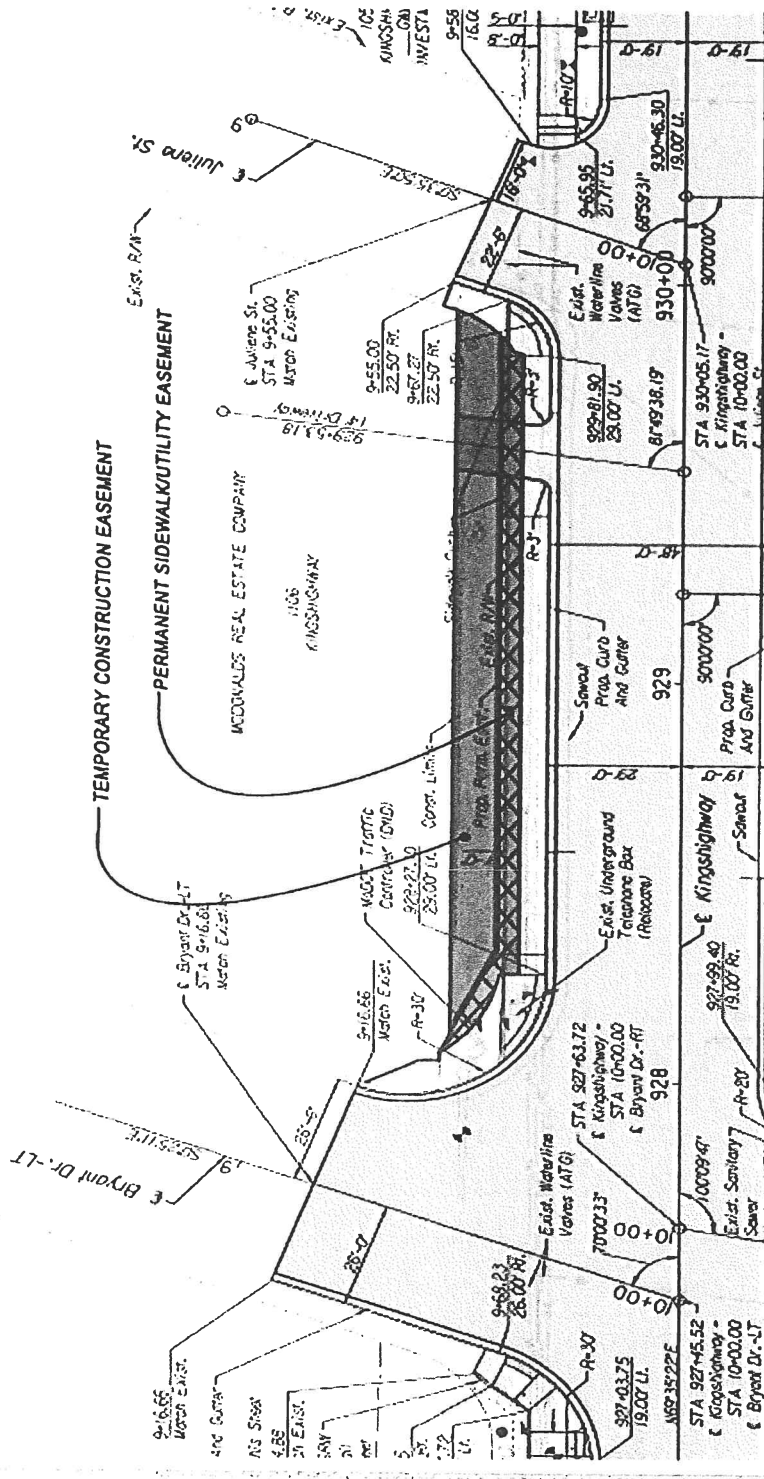
Depiction of Construction Easement Area

PERMANENT UTILITY/SIDEWALK EASEMENT

A fractional part of Lot 1 of McDONALD'S ADDITION, Rolla, Missouri more particularly described as follows: Beginning at the Southeast Corner of Lot 1 of said McDONALD'S ADDITION, thence South 69°34'40" West, 155.01 feet, and North 20°57'57" West, 47.23 feet, all along the northern right of way of Kingshighway, thence North 69°34'40" East, 159.35 feet to the westerly right of way of Juliana Street, thence southerly, 4.20 feet along the arc of a curve, concave westerly with a radius of 20.00 feet, the chord of which is South 37°38'20" West, 4.19 feet, and South 07°07'20" West, 2.15 feet, all along said westerly right of way to the point of beginning. Above described tract contains 0.02 acre, more or less, per plat of survey J-27138, revised August 15, 2019, by CM Archer Group, P.C.

TEMPORARY CONSTRUCTION EASEMENT

Parcel #4624 AK4 / 106 Kingshighway
 A temporary construction easement being the southerly 10 feet of Lot 1 of McDONALD'S ADDITION, Rolla, Missouri.



- ▨ Temporary Construction Easement
- ▨▨▨ Permanent Utility/Sidewalk Easement
- Construction Limits

EXHIBIT C

Rolla, Missouri
 Kingshighway
 STA. 926+40 TO
 STA. 930+80



NO. 1	NO. 2	NO. 3
11-08-18		

VII C.15.

EXHIBIT B

City, State: Rolla, Missouri
Address: 1106 Kingshighway
L/C: 024-0089
File # 03630

Prepared by Diedre Dunn
After Recording, return to: Diedre Dunn
McDonald's Corporation
110 N Carpenter St
Chicago IL 60607-2101

SIDEWALK AND UTILITY EASEMENT AGREEMENT

This SIDEWALK AND UTILITY EASEMENT AGREEMENT ("**Agreement**") is dated as of February 18, 2020, 2020 between **McDonald's Real Estate Company**, a Delaware Corporation ("**Grantor**") and **City of Rolla, Missouri**, a Municipal Corporation ("**Grantee**"). The following statements are a material part of this Agreement:

A. Grantor is, or will be at the time of recording of this document, the owner of the property described on Exhibit A attached ("**Grantor's Property**").

B. Grantor wishes to grant, and Grantee wishes to receive certain easements over, under and across Grantor's Property.

THEREFORE, in consideration of TEN AND NO/100THS DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which are acknowledged, the following grants, agreements, covenants and restrictions are made:

1. SIDEWALK EASEMENT

Grantor grants and conveys to Grantee a perpetual, non-exclusive sidewalk easement for the purposes of public access and pedestrian traffic over a portion of Grantor's property which is less than 10 square feet in area and is described on Exhibit B and cross-hatched on Exhibit C attached hereto and incorporated herein by reference.

Grantee shall be responsible for supervising the maintenance and repair of the easement area. Grantee shall have the right of ingress, egress, and regress as needed for the purpose of constructing, reconstructing, repairing, restoring, or otherwise maintaining the improvements thereon.

In addition, Grantee agrees and understands that Grantor has made improvements within said easement and that all improvements shall not be disturbed, removed, or altered by Grantee without the express written permission of Grantor.

2. UTILITY EASEMENT

Grantor grants and conveys to Grantee perpetual, non-exclusive easements, appurtenant to Grantee's Property, for the purpose of installing, operating, maintaining, repairing, replacing and renewing any and all utility lines and related facilities, over, above, along, under, in and across Grantor's Property wherever these utility lines may be currently located or relocated in the future with Grantor's consent, which consent Grantor may grant or deny in Grantor's sole discretion. No

trees, permanent buildings or other structures will be placed in or allowed to encroach upon the easements, and no change of grade elevation or excavation will be made upon the easement area that unreasonably interfere with Grantee's easement rights granted pursuant to this Article 2 without Grantee's prior written approval, which approval will not be unreasonably withheld, conditioned, or delayed. Grantor grants Grantee, its successors and assigns, the right to use, coupled with its easement, the utilities and related facilities. Grantee will maintain utility lines and related facilities in good condition and repair.

3. USE OF EASEMENT AREAS

Grantor reserves the right to use the easement areas for landscaping or other purposes that do not then or later interfere with the granted easement uses, including but not limited to curbing, asphalt, paving, lighting, and signage. Grantee is permitted to include traffic control equipment in the Easement area. If Grantee requires to remove the pole sign to install the sidewalk or electrical lines, Grantee agrees to re-install it at the same height and size as it was before removal, at no cost to McDonald's or its franchise.

4. RUNNING OF BENEFITS

All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, assigns, licensees, invitees, successors, tenants, employees and personal representatives of the parties.

5. INDEMNIFICATION

To the extent allowed by Missouri law and subject to and without waving sovereign immunity, Grantee will indemnify, defend (with counsel of Grantor's choice), and hold harmless Grantor and its affiliates, and their respective lessees, franchisees, licensees, employees, agents, personal representatives, contractors, successors and assigns (collectively, the "**Grantor's Parties**") against any and all claims, demands, loss, liabilities, costs, fines, penalties, expenses, damages, including economic, direct, indirect and consequential damages, suits, liens, causes of action and judgments (including, but not limited to attorney's fees) (collectively, the "**Claims**") arising out of, or in any way related to, or in connection with, or as a result or consequence of (i) the entry upon and/or use of Grantor's Property by Grantee and/or its employees, agents, personal representatives, contractors or subcontractors, successors and assigns, or any other person acting directly or indirectly through or under Grantee (collectively, the "**Grantee's Parties**"); (ii) any intentional misconduct or negligent acts, errors or omissions by Grantee; (iii) subrogation actions initiated by Grantee or Grantee's workers' compensation insurance carrier, and for any other matter based on Grantee's workers' compensation insurance; (iv) any actual or alleged violation of applicable federal, state or local laws, regulations, ordinances, administrative orders or rules; (v) any actual or alleged breach by Grantee and/or Grantee's Parties of any of their representations, warranties and/or obligations in this Agreement; and (vi) any other acts by Grantee and/or Grantee's Parties pursuant to or in violation of this Agreement. Grantee's obligations under this Article 5(B) will survive the termination of this Agreement.

In addition to the above, Grantee will cause its contractors and agents to indemnify, defend (with counsel of Grantor's choice), and hold harmless Grantor and its affiliates, and their respective lessees, franchisees, licensees, employees, agents, personal representatives, contractors, successors and assigns (collectively, the "**Grantor's Parties**") against any and all claims, demands, loss, liabilities, costs, fines, penalties, expenses, damages, including economic, direct, indirect and consequential damages, suits, liens, causes of action and judgments (including, but not limited to attorney's fees) (collectively, the "**Claims**") arising out of, or in any way related to, or in connection with, or as a result or consequence of (i) the entry upon and/or use of Grantor's Property by Grantee and/or its employees, agents, personal representatives, contractors or subcontractors, successors and assigns, or any other person acting directly or indirectly through or under Grantee or its contractors (collectively, the "**Grantee's Agents**"); (ii) any intentional misconduct or negligent acts, errors or omissions by Grantee's Agents; (iii) subrogation actions initiated by Grantee's Agents or Grantee's Agent's workers' compensation insurance carrier, and for any other matter based on Grantee's Agent's workers' compensation insurance; (iv) any actual or alleged violation of applicable federal, state or local laws, regulations, ordinances, administrative orders or rules by Grantee's Agents; (v) any actual or alleged breach by Grantee or Grantee's Agents and/or of any of their representations, warranties and/or obligations in this Agreement; and (vi) any other acts by Grantee and/or Grantee's Agent's pursuant to or in violation of this Agreement. Grantee's obligations under this Article 5(B) will survive the termination of this Agreement.

6. RULES AND REGULATIONS

Grantor and Grantee have the right to enact reasonable rules concerning the conduct and operation of the parking areas and spaces, driveways and other common areas situated on their respective properties.

7. COMPLIANCE WITH LAWS AND REGULATIONS

Grantor and Grantee covenant and agree, with respect to their own properties, to comply with all laws, rules, regulations and requirements of all public authorities, including without limitation, the Americans with Disabilities Act, money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect.

8. DEFAULT

If there is a failure by either party to perform, fulfill or observe any agreement contained within this Agreement, to be performed, fulfilled or observed by it, continuing for 10 days, or immediately in situations involving potential danger to the health or safety of persons in, on, or about, or substantial deterioration of Grantor's Property or Grantee's Property, in each case after written notice, the other party may, at its election, cure such failure or breach on behalf of the defaulting party. Any amount which the party so electing expends for such purpose, including, but not limited to reasonable and actual attorneys' fees (including charges for in-house attorneys), or which is otherwise due by either party to the other, will be paid to the party to whom due on demand, without contest, upon delivery of its invoice, together with interest at the lower of (1) the rate of 10% per annum, or (2) the maximum rate permissible from time to time under applicable law, from the date of the expenditure or the date when it becomes due to the date of payment in full. If

Grantee does not reimburse Grantor within such 10 day period, then in addition to any other remedies provided for in this Agreement, at law or in equity, Grantor may place a lien upon Grantee's Property for any unpaid costs due to Grantor. The provisions of this paragraph will be in all respects subject and subordinate to the lien of any mortgages or deeds of trust at any time or from time to time on the land of the defaulting party and the rights of the holder or holders of any mortgages or deeds of trust.

In addition, in the event of a default by Grantee that remains uncured after the expiration of the notice and cure period set forth above, Grantor may, at Grantor's sole option, terminate this Agreement. In the event of such termination, Grantor may require Grantee to remove all or any portion of Grantee's facilities that have been installed on Grantor's Property and Grantee will repair all damage to Grantor's Property caused by such removal. Any such removal and repair will be completed within 30 days after the date of Grantor's notice to Grantee of the requirement of such removal and repair. Grantee's obligations under this Article 8 will survive the termination of this Agreement.

9. TERMINATION OF LIABILITY

Whenever a transfer of ownership of either parcel takes place, the transferor will not be liable for a breach of this Agreement occurring after a transfer, except that Grantee will remain liable if it transfers its interest to a licensee or subsidiary corporation.

10. CONSTRUCTION

The rule of strict construction does not apply to this grant. This grant will be given a reasonable construction so that the intention of the parties to convey a commercially usable right of enjoyment to Grantee is carried out.

11. NOTICE

Grantor's address is 110 N Carpenter St, Chicago IL 60607-2101, Attention: Director, U.S. Legal Department, L/C: 024-0089, and Grantee's address is P.O. Box 182571, Columbus, OH, 43218-2571. Any party may lodge written notice of a change of address. All notices will be sent by reputable overnight courier with written confirmation of delivery or by certified mail, return receipt requested, to the addresses provided for in this paragraph and will be deemed to have been given when deposited with such courier or when placed in the mail, as applicable.

12. ANTI-TERRORISM REPRESENTATION AND WARRANTY

Grantor and Grantee each represent and warrant that neither they nor the officers and directors controlling Grantor and Grantee, respectively, are acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that they are not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation. Each Party agrees that in the event of a breach of this

provision or any applicable law relating to the subject of this provision, the non-breaching Party may take such action as may be necessary in order to comply with this provision and/or the applicable law, including but not limited to terminating this Agreement.

13. WAIVER OF TRIAL BY JURY

Grantor and Grantee agree to waive any right to have a trial by jury with respect to any lawsuit based on, or arising under this Agreement or any course of conduct, course of dealing, statements or actions of Grantor and Grantee in connection with this Agreement.

14. AUTHORITY TO SIGN

No employee or agent of Grantee (other than an authorized signatory) has authority to make any warranty, representation, agreement or undertaking. All negotiations, considerations, representations and understandings between the parties are incorporated in this document and may be modified or altered only by agreement in writing between the parties, and no act or omission of any employee or agent of the parties, if any, will alter, change or modify any of the provisions of this Agreement. The parties executing this Agreement on behalf of Grantor and Grantee represent that they have authority and power to sign this Agreement on behalf of Grantor and Grantee.

15. INVALIDITY

If any term or provision of this Agreement or the application to any person or circumstance, to any extent, is or becomes invalid or unenforceable, then the remainder of this Agreement, or the application of such term or provision to persons whose circumstances other than those as to which it is held invalid or unenforceable, will not be affected.

16. ADDENDA AND EXHIBITS

This Agreement includes the following Addenda and/or Exhibits, which take precedence over conflicting provisions (if any) of this Agreement, and are made an integral part of this Agreement and fully incorporated by reference:

Exhibit A (Legal Description of Grantor's Property)

Exhibit B (Legal Description of Easement's Area)

Exhibit C (Site Plan depicting easement areas)

TO INDICATE THEIR CONSENT TO THIS AGREEMENT, Grantor and Grantee, or their authorized representatives or officers, have signed this document.

GRANTOR:
McDONALD'S Real Estate Company, a
Delaware Corporation

GRANTEE:
City of Rolla, Missouri, a Municipal
Corporation

By: *Deedre Dunn*
Its: Senior Counsel

By: _____
Its: _____

ATTEST:
By: *[Signature]*
Its: Senior Counsel

ATTEST:
By: _____
Its: _____

WITNESS:
Chris Ward
George M. Harty

WITNESS:

(ATTACH ACKNOWLEDGMENTS AND EXHIBITS A, B, C)

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

Lot 1, McDonald's Addition, a Minor Subdivision being a Replat of all of Lots 5, 6, 7, 8 and 9 and adjacent vacated alley in Kelly Addition, and part of vacated Juliene Street right of way, and part of the Southeast Quarter, Southeast Quarter, Northeast Quarter of Section 10, Township 37 North, Range 8 West (also known as Railroad Addition Lot 120), all in the City of Rolla, Phelps County, Missouri.

Being the same as:

All of Lot 7 and fractional parts of Lot 8 and 9 and a vacated alley of Kelly Addition, a fractional part of the SE ¹/₄ of the SE ¹/₄ of the NE ¹/₄ of Section 10, Township 37 North, Range 8 West. (also known as Railroad Lot 120) in the City of Rolla, MO and more particularly described as follows: Commencing at the Southeast corner of Railroad Lot 120; thence North 0° 19' East 295.61 feet along the East line of said Railroad Lot 120 (also along the center line of Juliene Avenue and the East line of aforesaid Sec. 10); thence South 89° 56' West, 30.0 feet to the West line of Juliene Avenue and the Northeast corner of Lot 7 of said Kelly Addition the true point of beginning of the tract hereinafter described; thence continuing South 89° 56' West, 138.0 feet partly along the North line of said Lot 7, Kelly Addition to the West line of a vacated alley; thence North 0° 19' East 12.50 feet along said West alley line; thence South 80° 33'45" West, 76.0 feet; thence South 0° 04' 30" West, 121.5 feet; thence South 85° 49' West, 11.53 feet; thence South 8° 45' East 122.99 feet to the North right of way of U.S. Interstate 44 Business Loop; thence North 69° 52' East, 140.00 feet along said North right of way; thence North 9° 06' West, 107.32 feet; thence North 72° 59' East, 95.2 feet to the West line of Juliene Avenue; thence North 0° 19' East, 62.0 feet along said West line to the true point of beginning.

Together with the following described property:

A fractional part of the SE¹/₄ of the SE¹/₄ of the NE¹/₄ of Sec 10; Twp. 37N, Range 8 West (a/k/a Railroad Lot 120) and a fractional part of a vacated alley or Kelley Addition to the City of Rolla, Missouri, and more particularly described as follows: Beginning at the NW corner of Lot 7, Kelley Addition to the City of Rolla; thence South 89° 56' West, 28.0 feet, thence N. 0° 19' East, 12.5 Feet, thence South 80° 33'45" West, 76.0 feet; N. 0° 19' East, 215.0 feet; thence, South 89° 41' East, 102.9 feet; to a point on the West line of Lot 3, Kelley Addition; thence South 0° 19' West, 214.44 feet along part of the West line of

said Lot 3 and along the West line of Lots 4, 5 and 6 of said Kelley Addition to the point or beginning.

Together with the following described property:

Parcel 1:

All of Lot Five (5) of the Kelly Addition to the city of Rolla, Missouri. ALSO Lot 6 in Kelly Addition to the City of Rolla as per plat of said addition filed for record September 24, 1941, in the Recorder's Office of Phelps County, Missouri.

Parcel 2:

A fractional part of Lots 8 and 9 of Kelly Addition to the City of Rolla, Phelps County, Missouri and more particularly described as follows: Beginning at the NE corner of Lot 8 of said Kelly Addition and on the west line of Juliene Street; thence S, $0^{\circ}22'$ W., 106.8 feet along the West line of Juliene Street to its intersection with the North line of City Route U.S. Highway 66; thence S. $69^{\circ}52'$ W. 78.0 feet along the North line of City Route 66; thence North $9^{\circ}06'$ W., 107.32 feet; thence N. $73^{\circ}01'$ E., 95.0 feet to the point of beginning.

Less and except the following described property:

Part of Railroad Lot 120 in the City of Rolla, Phelps County, Missouri, described as follows:

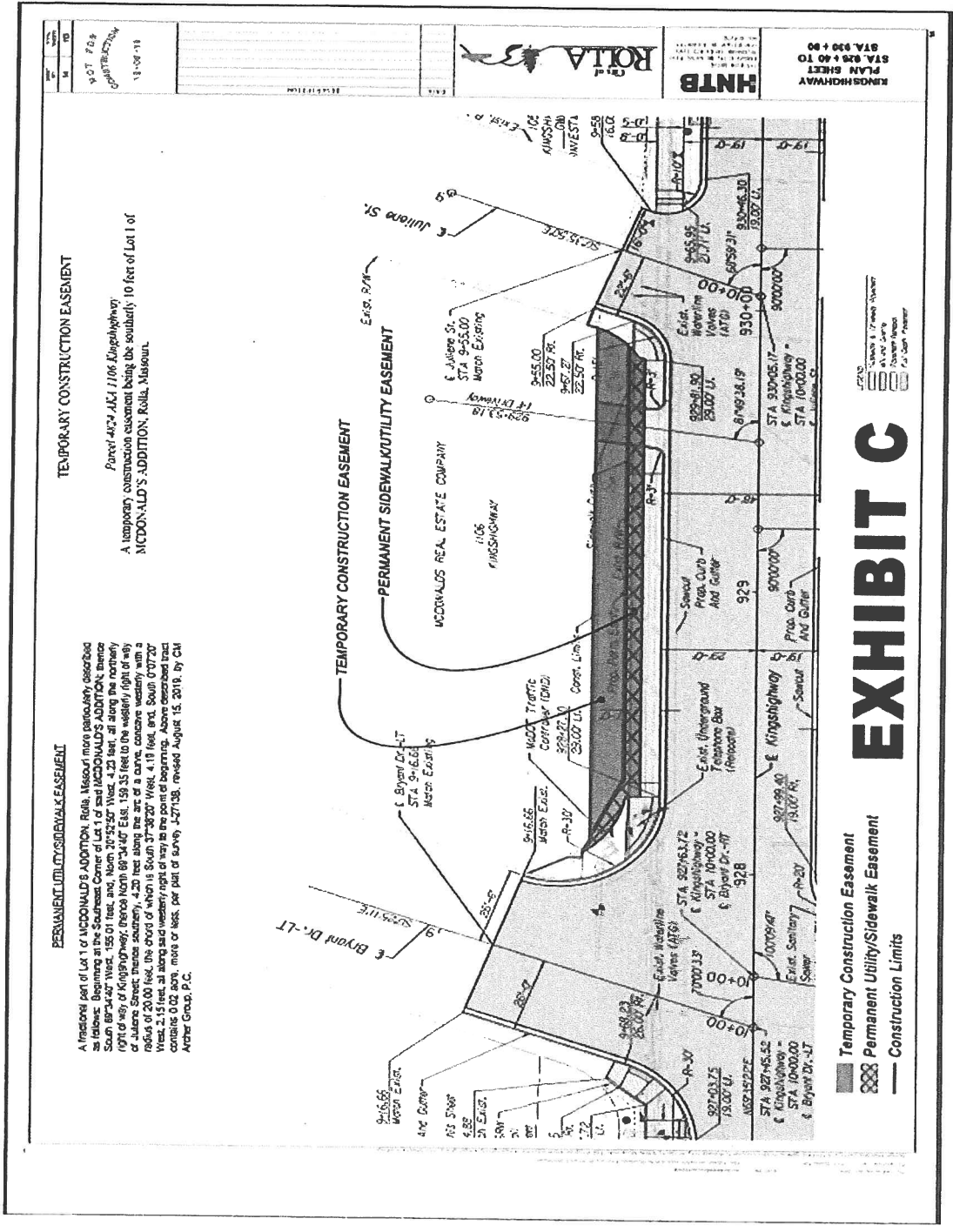
Commencing at the Southeast corner of said Railroad Lot 120; thence N $0^{\circ}01'47''$ East, 137.43 feet (described) along the East line of said Railroad Lot 120 to a point on the Northerly right of way of Kings Highway (Business Loop 1-44); thence South $69^{\circ}34'47''$ West, 250.04 (described) feet along said Northerly right of way of Kings Highway (Business Loop 1-44) to the point of beginning; thence North $9^{\circ}08'08''$ west, 123.22 feet; thence North $85^{\circ}29'14''$ East, 11.48 feet; thence North $0^{\circ}02'00''$ West, 335.78 feet; thence North $89^{\circ}44'49''$ East, 30.00 feet; thence South $0^{\circ}02'00''$ East, 416.02 feet; thence around a curve to the left having a radius of 28.50 feet, an arc length of 15.45 feet, a chord bearing of South $15^{\circ}24'43''$ East and a chord length of 15.26 feet; thence North $70^{\circ}18'00''$ East, 9.07 feet; thence around a curve to the left having a radius of 30.00 feet, an arc

length of 24.15 feet, a chord bearing of South $78^{\circ}01'51''$ East and a chord length of 23.50 feet; thence South $20^{\circ}52'40''$ East, 4.23 feet to a point on the Northerly right of way of Kings Highway (Business Loop 1-44); thence South $69^{\circ}34'47''$ West, 62.97 feet to the point of beginning. Contains 14,347 square feet or 0.329 acres of land, more or less.

EXHIBIT B

LEGAL DESCRIPTION OF EASEMENT'S AREA

A fractional part of Lot 1 of MCDONALD'S ADDITION, Rolla, Missouri more particularly described as follows: Beginning at the Southeast Corner of Lot 1 of said MCDONALD'S ADDITION; thence South 69°34'40" West, 155.01 feet, and, North 20°52'50" West, 4.23 feet, and, northwesterly, 24.22 feet along the arc of a curve, concave northeasterly with a radius of 30.00 feet, the chord of which is North 78°00'10" West, 23.57 feet, all along the northerly right of way of Kingshighway; thence South 84°24'40" East, 28.81 feet; thence North 69°34'40" East, 153.35 feet to the westerly right of way of Juliene Street; thence southerly, 4.20 feet along the arc of a curve, concave westerly with a radius of 20.00 feet, the chord of which is South 37°38'20" West, 4.19 feet, and, South 0°07'20" West, 2.15 feet, all along said westerly right of way to the point of beginning. Above described tract contains 0.02 acre, more or less, per plat of survey J-2713B, revised October 10, 2019, by CM Archer Group, P.C.



SITE PLAN DEPICTING EASEMENT AREAS

EXHIBIT C

VI.C.27

PERMANENT UTILITY/SIDEWALK EASEMENT

A fractional part of Lot 1 of McDONALD'S ADDITION, Rolla, Missouri, more particularly described as follows: Beginning at the Southeast Corner of Lot 1 of said McDONALD'S ADDITION, thence South 89°34'27" West, 155.01 feet, and, thence 20°52'57" West, 4.20 feet, all along the northerly (1971) of way of Kings Highway; thence North 89°34'47" East, 159.35 feet to the westerly right of way of Juliana Street; thence southerly, 4.20 feet along the arc of a curve, concave westerly with a radius of 20.00 feet, the chord of which is South 37°38'20" West, 4.18 feet, and, South 0°07'20" West, 2.15 feet, all along said westerly right of way to the point of beginning. Above described tract contains 0.02 acre, more or less, per plat of survey, J-27138, revised August 15, 2018, by CMA Archer Group, P.C.

TEMPORARY CONSTRUCTION EASEMENT

Parcel 4634 A/C, 1106 Kings Highway
 A temporary construction easement being the southerly 10 feet of Lot 1 of McDONALD'S ADDITION, Rolla, Missouri.

PERMANENT SIDEWALK/UTILITY EASEMENT

McDONALD'S REAL ESTATE COMPANY
 1106 KINGS HIGHWAY

EXHIBIT C

Temporary Construction Easement
 Permanent Utility/Sidewalk Easement
 Construction Limits

HNTB
 13000 E. Highway 40
 Suite 200
 Denver, CO 80231
 Phone: 303.751.4000
 Fax: 303.751.4001
 www.hntb.com

ROLLA
 City of

KINGS HIGHWAY
 PLAN SHEET
 STA. 820 + 40 TO
 STA. 930 + 80

13-AUG-18
 13-AUG-18
 13-AUG-18

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Resolution

ITEM/SUBJECT: Jade Properties Easement Kingshighway Improvements

BUDGET APPROPRIATION (IF APPLICABLE)

DATE: 04/06/20

COMMENTARY: Attached is a resolution authorizing the Mayor to accept a Temporary Construction Easement and a Permanent Utility Easement from Jade Properties, LLC. These Easements are for work planned in conjunction with the Kingshighway Improvements.

Staff Recommends approval.

VI. D.1.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO ACCEPT ON BEHALF OF THE CITY OF ROLLA, MISSOURI, CERTAIN EASEMENTS BETWEEN THE CITY OF ROLLA, MISSOURI AND JADE PROPERTIES, LLC FOR IMPROVEMENTS ON KINGSHIGHWAY.

BE RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AS FOLLOWS:

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to accept on behalf of the City of Rolla, Missouri a certain Temporary Construction Easement between the City of Rolla, Missouri and Jade Properties, LLC, a copy of said easement being attached hereto and marked Exhibit A.

Section 2: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to accept in behalf of the City of Rolla, Missouri a certain Utility Easement between the City of Rolla, Missouri and Jade Properties, LLC, a copy of said easement being attached hereto and marked Exhibit B.

Section 3: That this resolution shall be in full force and effect from and after the date of its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 6TH DAY OF APRIL, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

VI. D. 2.

EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT

Date of Document: _____

Grantor: **Jade Properties, LLC**

Grantee: **City of Rolla**

Mailing Address: **1855 S. Ingram Mill Rd., #100, Springfield, MO 65804-2110**

Legal Description: **Page 2**

Reference Book and Page(s): _____

VI D.3.

Temporary Construction Easement

THIS INDENTURE, Made on this _____ day of _____, 2020, by and between Jade Properties, LLC, Grantor, and the City of Rolla, Missouri, a Municipal Corporation, Grantee.

WITNESSETH: That said Grantor, for the sum of One Dollar (\$1.00) and other considerations to it, in hand paid by the said Grantee, the receipt of which is hereby acknowledged, does by these presents, remise, release, and quit claim for an interim period of twenty-four (24) months, unto the said Grantee, its successors and assigns, an easement, as follows:

TEMPORARY CONSTRUCTION EASEMENT

A 25' wide temporary construction easement lying adjacent to and south of the north line of the following parcel: A fractional part of the Southeast Quarter of the Northwest Quarter of Section 11, Township 37 North, Range 8 West, in the City of Rolla, Missouri, and more particularly described as follows: Beginning at a point North 60°10' East 191.0 feet along the South right-of-way of Kingshighway from the Intersection of the East Line of Walker Street and the South right-of-way of Kingshighway; thence continuing North 60°10' East, 76.25 feet, to a right-of-way marker, and North 61°-19' East, 53.76 feet; all along said South right-of-way of Kingshighway; thence South 17°-34' East, 288.61 feet; thence South 77°-43' West, 127.36 feet; thence North 17°-40' West, 250.33 feet to the point of beginning. Above tract contains 0.7869 acres more or less. Description derived from deed recorded in Phelps County Deed Records at Document No. 1999-4509.

TO HAVE AND TO HOLD the same with all rights, immunities, privileges and appurtenances thereto belonging, unto said Grantee, for the purpose of;

Installing public improvements adjacent to the above described tract. In the course of accessing the temporary construction easement area for the purposes specified in this Temporary Construction Easement, Grantee agrees to coordinate any work with Grantor and to use commercially reasonable efforts to minimize any disturbance to the business of Grantor at Grantor's property. Any work that would block an access lane to Grantor's property or otherwise unreasonably interfere with Grantor's business shall be performed between the hours of 7 p.m. to 7 a.m. Subject to force majeure events, it is anticipated that access will only be

compromised for three nights – one for waterline construction and one for each driveway construction.

These improvements will be done at sole cost and expense of the Grantee. Grantee further agrees to require the contractor performing this work on behalf of the Grantee to have liability insurance.

To the extent allowed by Missouri law and subject to and without waving sovereign immunity Grantee hereby agrees to indemnify and hold harmless Grantor from and against all losses, damages, liabilities, judgments, costs, claims, liens, penalties and expenses (including reasonable attorneys' fees) arising from or related to Grantee's work or activity in or about Grantor's property performed in connection with the temporary construction easement created herein, except to the extent, in each instance, such arises from the negligence or willful misconduct of Grantor.

This grant and easement shall at all times be deemed to be and shall be a continuing covenant running with the land and shall be binding upon the heirs, legal representatives and assigns of the Grantor herein, for the time period as aforementioned.

(Execution and Notary Pages Follow)

IN WITNESS WHEREOF, the Grantee has caused these presents to be signed by Grantee as of the day and year first above written.

GRANTEE:

CITY OF ROLLA

By: _____

Name: _____

Title: _____

STATE OF MISSOURI)
)SS.
COUNTY OF _____)

On this _____ day of _____, 2020, before me personally appeared _____ in his capacity as the _____ of the City of Rolla, to me known to be the person(s) described in and who executed the foregoing instrument in such capacity, and acknowledged that she/he executed the same as his/her free act and deed and the free act and deed of said municipality. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal at my office in _____, Missouri, the day and year above written.

Notary Public

My Commission Expires

VI . D.7.

EXHIBIT B

UTILITY EASEMENT

Date of Document: _____

Grantor: Jade Properties, LLC

Grantee: City of Rolla

Mailing Address: 1855 S. Ingram Mill Rd., #100, Springfield, MO 65804-2110

Legal Description: Page 2

Reference Book and Page(s): _____

VI D.8.

UTILITY EASEMENT

THIS INDENTURE, Made on the _____ day of _____, 2020, by and between Jade Properties, LLC, Grantor, and the City of Rolla, Missouri, Grantee:

WITNESSETH: That the said Grantor, in consideration of the sum of One Dollar (\$1.00) to them in hand paid by the Grantee, the receipt of which is hereby acknowledged, does by these presents, remise, release and forever quit claim unto the Grantee, its successors and assigns, a permanent utility easement as follows:

UTILITY EASEMENT

A 20' wide utility easement lying adjacent to and north of the south line of the following parcel: A fractional part of the Southeast Quarter of the Northwest Quarter of Section 11, Township 37 North, Range 8 West, in the City of Rolla, Missouri, and more particularly described as follows: Beginning at a point North 60°10' East 191.0 feet along the South right-of-way of Kingshighway from the Intersection of the East Line of Walker Street and the South right-of-way of Kingshighway; thence continuing North 60°10' East, 76.25 feet, to a right-of-way marker, and North 61°-19' East, 53.76 feet; all along said South right-of-way of Kingshighway; thence South 17°-34' East, 288.61 feet; thence South 77°-43' West, 127.36 feet; thence North 17°-40' West, 250.33 feet to the point of beginning. Above tract contains 0.7869 acres more or less. Description derived from deed recorded in Phelps County Deed Records at Document No. 1999-4509.

TO HAVE AND TO HOLD the same with all rights, immunities, privileges and appurtenances thereto belonging, unto said Grantee, for the purpose of establishing, laying, constructing, maintaining, operating, repairing or removing utilities, through and across said land herein described forever, including the rights of the Grantee, its successors, legal representatives, assigns, contractors, franchisees and licensees, which assigns and/or contractors may include either or both public or private utility providers, and which assignment may be made for consideration to reasonable ingress and egress over and across the property of the Grantor for such purposes. This grant and easement shall at all times be deemed to be and shall be a

VI . 15.9.

continuing covenant running with the land and shall be binding upon the heirs, legal representatives and assigns of the Grantor herein.

Grantee acting by and through Rolla Municipal Utilities will perform their work in the utility easement area and any work on Grantor's property to reroute the utility services from the easement area to the Grantor's building in a coordinating manner that minimizes disturbance to the Grantor and Grantor's business. Work done in rerouting the utility services to the utility easement area and in rerouting Grantor's building service will be done at the sole cost of the Grantee. Grantee anticipates the initial work in the easement to take place on several occasions over the next twelve months.

Grantor has the right to utilize and put improvements on the easement area (i.e. surface parking, landscaping and trash area) as long as it does not interfere with the Grantee's use of the easement.

Grantee and contractors working for Grantee shall be required to have liability insurance. To the extent allowed by Missouri law and subject to and without waving sovereign immunity Grantee hereby agrees to indemnify and hold harmless Grantor from and against all losses, damages, liabilities, judgments, costs, claims, liens, penalties and expenses (including reasonable attorneys' fees) arising from or related to Grantee's work or activity in or about Grantor's property performed in connection with the utility easements created herein, except to the extent, in each instance, such arises from the negligence or willful misconduct of Grantor.

(Execution and Notary Pages Follow)

IN WITNESS WHEREOF, the Grantor has caused these presents to be signed by Grantor as of the day and year first above written.

GRANTOR:

JADE PROPERTIES, LLC

By: [Signature]

Name: Michael K. Hamra

Title: President and CEO

STATE OF MISSOURI)
)SS.
COUNTY OF Greene)

On this 31st day of January, 2020, before me personally appeared Michael K. Hamra in his capacity as the President and CEO of Jade Properties, LLC, to me known to be the person(s) described in and who executed the foregoing instrument in such capacity, and acknowledged that he executed the same as his free act and deed and the free act and deed of said limited liability company. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal at my office in Springfield, Missouri, the day and year above written.

[Signature]
Notary Public

9/24/2021
My Commission Expires

GRANTEE:



VI. Don

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Ordinance – First Reading

**ITEM/SUBJECT: Task Order #12
Construction Phase Services
SE & Vichy Road WWTP
HDR Engineering, Inc.**

BUDGET APPROPRIATION

DATE: 04/20/20

COMMENTARY:

Attached is an ordinance authorizing the Mayor to enter into an agreement for professional services with HDR Engineering, Inc. This task is for the Construction Phase Services for the Improvements at our Southeast and Vichy Road Wastewater Treatment Plants.

The estimated construction cost for these improvements was \$21,334,000.00. Tonight we will be asking for bid awards totaling \$20,364,989. These improvements will provide for enhanced disinfection and treatment of wastewater discharges and will satisfy our commitments to DNR to provide full treatment of wet weather flows as outlined in our original Voluntary Compliance Agreement. In addition these improvements are outlined in our approved Integrated Management Plan with DNR/EPA.

We were authorized by the voters to bond \$27,750,000 through the State Revolving Fund with DNR. To date the budget for these improvements is:

SFR/Local Expenses for Bonding	\$ 216,000
HDR Design Fee	\$ 2,038,345
Bid SE Plant	\$14,156,989
Bid Vichy Plant	\$ 6,208,000
HDR Construction Phase	<u>\$ 1,955,968</u>
Total	\$24,575,302

This leaves \$3,174,698 for contingency and other possible improvements. These projects should be completed by the end of 2021.

Staff is requesting first reading of the ordinance and recommends approval.

VI.E.1.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND HDR ENGINEERING, INC FOR SOUTHEAST WWTP AND VICHY ROAD WWTP IMPROVEMENTS – CONSTRUCTION PHASE SERVICES – TASK ORDER #12.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AS FOLLOWS:

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an agreement between the City of Rolla, Missouri and HDR Engineering, Inc. for Southeast WWTP and Vichy Road WWTP Improvements – Construction Phase Services – Task Order #12.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 20th DAY OF APRIL 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

VI.E.2

TASK ORDER NO. 12

This Task Order pertains to an Agreement by and between City of Rolla, Missouri, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated January 19, 2011, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: No. 12

PROJECT NAME: Southeast WWTP and Vichy Road WWTP Improvements
Construction Phase Services

PART 1.0 PROJECT DESCRIPTION:

Construction Phase Services for the City of Rolla, Missouri for the recommended improvements to the Southeast WWTP and the Vichy Road WWTP as outlined in the Contract Documents for the *Southeast Wastewater Treatment Plant Improvements and Vichy Road Wastewater Treatment Plant Improvements*.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT

Construction Phase Services for the recommended improvements to the Southeast WWTP and Vichy Road WWTP. See Attachment A.

The two WWTP will be two separate construction packages.

PART 3.0 OWNER’S RESPONSIBILITIES:

Owner shall provide the following:

1. Access to the sites and the facilities within for Contractor and Engineer personnel.
2. Attend meetings, participate in site visits, perform reviews, and provide input and decisions as outlined in the Contract Documents.
3. Plant personnel to attend meetings and coordinate with Contractor and Engineer with respect to construction work that impacts the plant operations.

PART 4.0 PERIODS OF SERVICE:

1. Construction Phase Services
 - SE WWTP – 570 days from Notice to Proceed
 - Vichy Road WWTP – 395 days from Notice to Proceed

VI.E.3.

2. Post Construction and Supplemental Services
 - SE WWTP – 365 days from Final Completion
 - Vichy Road WWTP – 365 days from Final Completion
3. RPR Services
 - SE WWTP – 570 days from Notice to Proceed
 - Vichy Road WWTP – 395 days from Notice to Proceed

PART 5.0 PAYMENTS TO ENGINEER:

1. Construction Phase Services (both plants) - Lump sum fee of \$1,316,763.00, to be invoiced monthly on a percent complete basis.
2. Post Construction Phase Services (both plants) - Lump sum fee of \$283,405.00, to be invoiced monthly on a percent complete basis.
3. RPR Services (both plants) - Lump sum fee of \$355,800.00, to be invoiced monthly on a percent complete basis.

Total Fee = \$1,955,968.00

PART 6.0 OTHER:

None

This Task Order is executed this _____ day of _____, 20__.

City of Rolla, Missouri
"OWNER"

HDR ENGINEERING, INC.
"ENGINEER"

BY: _____

BY: _____

NAME: _____

NAME: Joseph E. Drimmel

TITLE: _____

TITLE: Senior Vice President

ADDRESS: _____

ADDRESS: 4435 Main St., Suite 1000
Kansas City, MO 64111

ATTACHMENT A



City of Rolla
SE WWTP Improvements - Construction Phase Services
Scope and Fee - With Engineer Provided RFR

Project Rate	Robt. Mitchell	Robt. Alton	Brendan G. Ficker James (Partner)	Hogan, Anthony J	Craig Roberts	Walter Mathew W #20	Allyl, Thomas #20	Worth, Lance #	Ward, Sean P	Compton, Joel L	David, Arnie E	Madison, Jeff	Compton, Ben	Stacy, Steve	Douglass, Hunter	Survey Chief	Survey Crew	CAD/BIM	Admin	RFR	Other Expenses	Total
	PM	Project Engineer	Project Est	Structural	Structural ET	Electrical	IBC	MEP/Plumbing	CAD/BIM	Admin	Asst. PM	Project Eng	Structural	ET								
TASKS																						
Task 1 - Construction Phase Services																						
1. Pre-Construction Conferences	2	6										2	4							3	\$300	\$3,300
2. Submittal Review	20	110	275	155	103	290	210	30				125	172	280								\$242,345
3. Control Issues	64	107	107									8				32	64					\$1,740
4. General Coordination and Supervision	4								18	33	88	213			110					76		\$155,471
5. Review Pay Applications and Schedule Updates	15	110										15	32	32								\$11,000
6. Progress Meetings	32	64	128	88		48	48					58	118	96	126					58	\$3,800	\$65,700
7. RFIs, Field Directives, and Change Orders	19	19	19	19		19	10					37	57	57								\$2,000
8. Engineer Site Visits	8	8	8									8	8	8								\$23,515
9. Review Vendor O&M Manuals	8	8	8									8	8	8								\$51,180
10. Submittal Compliance Inspection	8	8	8									8	8	8								\$200
11. Final Commission Inspection	8	8	8									8	8	8								\$200
12. Project Closeout	169	498	506	305	103	493	260	30	0	38	38	212	828	841	817	32	64	0	244	0	244	\$2,440
Subtotal Hours	64700	114560	64460	48800	13310	66515	86113	5100	0	3618	4188	19250	129250	49645	127200	4160	9920	0	8640	0	9600	\$728,763
Total Task 1																						\$728,763
Task 2 - Post Construction and Supplemental Services																						
1. Startup and Training Assistance	60											150										\$900
2. Standard Operating Procedure Manual	42	42				32	32			21	15	88			48	24						\$34,110
3. Record Drawings	8	8	15							200		23			200							\$54,750
4. Follow Up Services	8	8	15									15	15	32								\$14,080
Subtotal Hours	8	100	88	0	0	32	32	0	212	35	0	16	232	0	248	0	0	244	0	244	0	\$164,790
Subtotal Dollars	3000	13000	8320	0	0	4128	4320	0	30960	1235	0	2360	18480	0	18400	0	0	23315	1504	0	960	\$164,790
Total Task 2																						\$164,790
Task 3 - RFR																						
1. RFR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2265		\$271,800
Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2265		\$271,800
Subtotal Dollars	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	271800	0	\$271,800
Total Task 3																						\$271,800
Total RFR Amount	\$67,400	\$137,660	\$73,190	\$49,800	\$11,310	\$70,875	\$49,433	\$5,100	\$10,960	\$4,865	\$4,188	\$19,489	\$157,470	\$49,645	\$107,600	\$4,160	\$9,920	\$15,515	\$16,240	\$17,800	\$15,040	\$1,157,123

- 1) Contract Term - 540 days to Substantial, 570 days to Final Completion
- 2) Submittals - Structural/Architectural 25 product 20 layout, Mechanical 5 product, Electrical 25 product 10 layout, Process 30 product 10 layout, Civil 15 product, Instrumentation 15 product 20 loop description, maintenance of plant operation (MOP) submittals 10 Product submittals 8 hrs ea., Record/Shop submittals 12 hrs ea., MOP submittals 12 hrs ea. Hours include initial submittal plus 1 submittal. Also, 2 hr ET per submittal for processing (100)
- 3) Assume 8 days on site confirming critical elevations of underground piping and facilities
- 4) 18 month construction period. 2 hrs/wk Project Mgr, 4 hrs/wk Project Sr Eng, 4 hrs/wk ET, 8 hrs/mo admin
- 5) Assume RFR responses submitted with Contractor. Responses received before submitting to office
- 6) Assume 1 full meeting per month and 1 supplemental meeting per month for 16 of the 18 months, 28 meetings total
- 7) 18 months high activity, Proj Mgr 4 hrs/mo, Proj Eng 8 hrs/mo, Civil Eng 8 hrs/mo, Each Discipline Eng 4 hrs/mo, ET 24 hrs/mo
- 8) Assume 2 visits/month
- 9) 18 months, 1 hr/mo Project Eng, 4 hrs/mo ET
- 10) 18 O&M months, 4 hrs/Process, 4 hrs Electrical, each
- 11) 10 processes, 28 hrs/process
- 12) 8 processes, 18 hrs/process for Process Eng, 18 hrs/process ET, 8 hrs/process for Civil/IBC, 4 hrs/process CAD, 4 hrs/process admin
- 13) 199 drawings, 25 hrs/drawing Eng, 2 hrs/drawing CAD
- 14) 12 months, 8 hrs/month
- 15) Four months full time, 12 months @ two-thirds time, three months at half time

VI.E.5.

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Bid Award/Accept DBE Efforts Motions

ITEM/SUBJECT: Project #473 – Vichy Road Wastewater Plant Improvements

BUDGET APPROPRIATION: \$7,516.750 DATE: 04/06/20

COMMENTARY:

City staff asked for and received bids for project 473 Vichy Road Wastewater Plant Improvements. The bids were as follows for the Base Bid plus Add Alternates:

Midstate Pipeline Maintenance, LLC PO Box 643 Belle, MO 65103	\$6,208,000.00
KCI Construction Company 5505 Old South 5 Camdenton, MO 65020	\$7,222,507.00
Robertson Contractors, Inc. 1909 South Westwood Blvd. Poplar Bluff, MO 63901	\$7,128,300.00
CSE Enterprises, LLC 104 East 11 th St. Rolla, MO 65401	\$7,314,951.00
Kozney-Wagner, Inc. 104 East 11 th St. Rolla, MO 65401	\$8,872,001.00

Attached is a letter from Michael Kalis, P.E. with HDR. The letter has a bid summary, Responsive and Responsible Bidder Evaluation including an evaluation of the bidder’s DBE utilization. Staff is requesting two motions:

Motion 1: To accept the bid and award the contract for the Vichy Road Wastewater Treatment Plant Improvements, Base Bid plus Alternate 1 in the amount of \$6,208,000.00, to Midstate Pipeline Maintenance, LLC.

Motion 2: To accept Midstate Pipeline Maintenance, LLC’s DBE utilization positive efforts with respect to the Vichy Road Treatment Plant Improvements as satisfactory and consistent with regulatory requirements.

April 1st, 2020

Mr. Steve Hargis
City of Rolla, Missouri
901 North Elm Street
Rolla, MO 65402

Re: Rolla Vichy Road Wastewater Treatment Plant Improvements
Bid Summary and Recommendation of Award
HDR # 10116104

Dear Mr. Hargis:

HDR has reviewed the bid submissions from the March 18, 2020 bid opening for the subject project. Below is our summary of the bids received as well as our review to determine if the apparent low bidder, Midstate Pipeline Maintenance LLC, can be considered a responsive and responsible bidder.

Summary of Bids

Upon review of the submitted bids, HDR confirmed that the apparent low BIDDER was Midstate Pipeline Maintenance LLC. The results of the bids received on March 18, 2020 are shown below in the Bid Summary table:

BID SUMMARY		
Bidder	Total Base Bid	Total Plus Alternate 1
Midstate Pipeline Maintenance, LLC	\$5,983,000.00	\$6,208,000.00
Robertson Contractors, Inc.	\$6,845,000.00	\$7,128,300.00
CSE Enterprises, LLC	\$6,934,251.00	\$7,314,951.00
KCI Construction Company	\$6,992,507.00	\$7,222,507.00
Kozney-Wagner, Inc	\$8,648,001.00	\$8,872,001.00

The project included goals associated with Disadvantaged Business Enterprise (DBE) participation in the form of 11.4% for Minority Business Enterprise (MBE) and 6.9% Women Business Enterprise (WBE). Contractors are required to provide evidence of compliance with the 6 good faith efforts for DBEs if they do not meet the project participation goals.

Responsive BIDDER Evaluation

Midstate's required documentation at the time of bidding was complete and submitted prior to the 3:00 pm March 18th deadline. Additional government agency forms, list of subcontractors, schedule of suppliers, and qualification statement were requested from Midstate Pipeline and were submitted for review within the required 5 days from the initial request.

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10450 Holmes Road, Suite 600, Kansas City, MO 64131-3471
(816) 360-2700

VII : A.2.

With respect to DBE participation, correspondence with DBE's is attached and the following WBE bid was utilized:

Pittman Hauling - Newburg, Missouri – Certification # 34738 – 2% of contract work

Midstate has demonstrated compliance with the 6 good faith efforts for MBEs and WBEs. Documentation is attached showing compliance. It is HDR's opinion that the positive efforts are satisfactory and meet regulatory requirements.

Therefore, it is HDR's opinion that Midstate's bid and post bid submission of the above items result in their bid submission being considered responsive

Responsible BIDDER Evaluation

Qualification submittals were reviewed for Midstate to determine if they can be considered a responsible BIDDER. A summary of the information provided by Midstate is summarized below and is also attached to this correspondence:

- Personnel proposed by Contractor for use on the subject project including experience, qualifications and recent engagement in construction activities.
- Prior project references within the last 5 to 7 years
- Equipment list identified for use on the subject project
- Nature and extent of other contract commitments
- Bonding capacity
- Certified financial statements

With respect to prior project references, below is a brief summary of the project references checked by HDR. The full reference documents are attached to this correspondence:

- City of Chamois, Missouri - WWTP Upgrade, \$1.4 million:
 - Quality of Work: Great.
 - Issues: None.
 - Schedule: No issues reported.
- City of Vienna, Missouri – Water Project, \$1.5 million:
 - Quality of Work: Excellent.
 - Issues: None.
 - Schedule: No Issues.
- City of Sullivan, Missouri - WWTP Improvements, \$1.2 million:
 - Quality of Work: Great.
 - Issues: Leak from a failed gasket, Covered under Warranty. Midstate worked with city to correct the issue.
 - Schedule: No issues reported.

With respect to award of the subject project, Section 00 21 13, Article 19 states that award of the contract will be made to the lowest, responsive, responsible BIDDER. In reviewing Midstate's qualifications and experience we would like to point out the following:

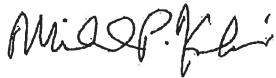
Mr. Steve Hargis
April 1, 2020
Page 3

- They have the bonding capacity and resources required for this project.
- They have not completed a wastewater treatment project of this size. However they have completed several petroleum pumping facilities with mechanical and electrical equipment as large, and larger, as the equipment on the Vichy Road project.
- Their work history in terms of reliability and quality of work, as reflected by their references and general reputation within the construction community is very good.
- Although their bid was \$920,000 (13%) below the next low bidder, they have affirmed that they are "...very confident in the bid..."

In summary, we have no basis to conclude that Midstate Pipeline is not responsible with respect to completing the Vichy Road Wastewater Treatment Plant Improvements Project including the Base Bid and Alternate 1, in the amount of \$6,208,000.00.

If you have any questions while reviewing this correspondence, please do not hesitate to contact me at your earliest convenience.

Sincerely,



Michael Kalis, P.E.
Project Manager

Enclosures

CC:
Jeff Meadows - Archer-Elgin

ITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Bid Award/Accept DBE Efforts Motions

ITEM/SUBJECT: Project #473 – Southeast Wastewater Plant Improvements

BUDGET APPROPRIATION: \$15,687,000 DATE: 04/06/20

COMMENTARY:

City staff asked for and received bids for project 473 Southeast Wastewater Plant Improvements. The bids were as follows for the Base Bid plus Add Alternates:

McClanahan Construction Co. PO Box 439 Rogersville, MO 65742	\$14,156,988.99
KCI Construction Company 5505 Old South 5 Camdenton, MO 65020	\$14,394,000.00
Robertson Contractors, Inc. 1909 South Westwood Blvd. Poplar Bluff, MO 63901	\$14,860,000.00
Branco Enterprises, Inc. 12033 E Hwy 86 Neosho, MO 64850	\$18,308,988.99

Attached is a letter from Michael Kalis, P.E. with HDR. The letter has a bid summary, Responsive and Responsible Bidder Evaluation including an evaluation of the bidder's DBE utilization. Staff is requesting two motions:

Motion 1: To accept the bid and award the contract for the Southeast Wastewater Treatment Plant Improvements, Base Bid plus Alternates 1 and 2 in the amount of \$14,156,988.99, to McClanahan Construction Company.

Motion 2: To accept McClanahan Construction Company's DBE utilization positive efforts with respect to the Southeast Wastewater Treatment Plant Improvements as satisfactory and consistent with regulatory requirements.

ITEM NO. VII B.1.

April 1st, 2020

Mr. Steve Hargis
City of Rolla, Missouri
901 North Elm Street
Rolla, MO 65402

Re: Rolla Southeast Wastewater Treatment Plant Improvements
Bid Summary and Recommendation of Award
HDR # 10116104

Dear Mr. Hargis:

HDR has reviewed the bid submissions from the March 4, 2020 bid opening for the subject project. Below is our summary of the bids received as well as our review to determine if the apparent low bidder, McClanahan Construction Company, can be considered a responsive and responsible bidder.

Summary of Bids

Upon review of the submitted bids, HDR confirmed that the apparent low BIDDER was McClanahan Construction Company. The results of the bids received on March 4, 2020 are shown below in the Bid Summary table:

BID SUMMARY			
Bidder	Total Base Bid	Total Plus Alternate 1	Total Plus Alternates 1&2
McClanahan Construction Co	\$13,724,988.99	\$14,047,988.99	\$14,156,988.99
KCI Construction Company	\$13,930,000.00	\$14,309,000.00	\$14,394,000.00
Robertson Contractors, Inc.	\$14,370,000.00	\$14,047,988.99	\$14,860,000.00
Branco Enterprises, Inc.	\$17,724,988.99	\$18,209,988.99	\$18,308,988.99

The project included goals associated with Disadvantaged Business Enterprise (DBE) participation in the form of 11.4% for Minority Business Enterprise (MBE) and 6.9% Women Business Enterprise (WBE). Contractors are required to provide evidence of compliance with the 6 good faith efforts for DBEs if they do not meet the project participation goals.

Responsive BIDDER Evaluation

McClanahan's required documentation at the time of bidding was complete and submitted prior to the 3:00 pm March 4th deadline. Additional government agency forms, list of subcontractors, schedule of suppliers, and qualification statement were requested from McClanahan and were submitted for review within the required 5 days from the initial request.

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(816) 360-2700

VII B.2.

Mr. Steve Hargis
April 1, 2020
Page 2

With respect to DBE participation, Correspondence with MBE/WBE's is attached.

McClanahan has demonstrated compliance with the 6 good faith efforts for MBEs and WBEs. Documentation is attached showing compliance. It is HDR's opinion that the positive efforts are satisfactory and meet regulatory requirements.

Therefore, it is HDR's opinion that McClanahan's bid and post bid submission of the above items result in their bid submission being considered responsive

Responsible BIDDER Evaluation

Qualification submittals were reviewed for McClanahan to determine if they can be considered a responsible BIDDER. A summary of the information provided by McClanahan is summarized below and is also attached to this correspondence:

- Personnel proposed by Contractor for use on the subject project including experience, qualifications and recent engagement in construction activities.
- Prior project references within the last 5 to 7 years
- Equipment list identified for use on the subject project
- Nature and extent of other contract commitments
- Bonding capacity
- Certified financial statements

With respect to prior project references, below is a brief summary of the project references checked by HDR. The full reference documents are attached to this correspondence:

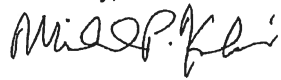
- City of Joplin, Missouri - WWTP Upgrade, \$16.9 million:
 - Quality of Work: Good.
 - Issues: None reported.
 - Schedule: Contract Time exceeded due to changes desired by the City.
- Pulaski County, Missouri - Sewer District #1 System Improvements, \$6.5 million:
 - Quality of Work: Excellent.
 - Issues: None reported.
 - Schedule: Project completed within the Contract Time.
- City of Versailles, Missouri - WWTP Improvements, \$3.0 million:
 - Quality of Work: Great.
 - Issues: None Reported.
 - Schedule: No issues reported.

With respect to award of the subject project, Section 00 21 13, Article 19 states that award of the contract will be made to the lowest, responsive, responsible BIDDER. Based on our review of the information submitted by McClanahan it is our opinion that McClanahan can be considered responsible with respect to completing the Southeast Wastewater Treatment Plant Improvements Base Bid & Alternates 1 & 2 price of \$14,156,988.99.

Mr. Steve Hargis
April 1, 2020
Page 3

If you have any questions while reviewing this correspondence, please do not hesitate to contact me at your earliest convenience.

Sincerely,



Michael Kalis, P.E.
Project Manager

Enclosures

CC:

Jeff Meadows - Archer-Elgin

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Bid Award/Ordinance

Motion/1st Reading

ITEM/SUBJECT: Project #505 – FY 2020 Phase II Asphalt Improvements

BUDGET APPROPRIATION: \$380,000

DATE: 04/06/20

COMMENTARY:

City staff asked for and received bids for the FY 2020 Phase II Asphalt Improvements. The bids were as follows:

Melrose Quarry & Asphalt Supply, LLC PO Box 187 Rolla, MO 65402	\$309,630.06
Pierce Asphalt, LLC PO Box 1264 Rolla, MO 65402	\$321,954.07
Capital Paving & Construction, LLC 1369 Business Park Rd. Linn Creek, MO 65052	\$354,441.25
N.B. West Contracting 1035 N. Service Rd. Sullivan, MO 63080	\$379,988.20

Staff recommends award of the bid to Melrose Quarry & Asphalt Supply, LLC for \$309,630.06. A copy of Bid Summary is attached. This phase overlays Lions Club Drive from Rte 63 to Rte 72, Pebble Stone from Rolla Street to Lions Club Drive, a short section of Bridge School Road near A-1 Pump, and small portion of Mossman Lane.

In addition, staff is requesting the first reading of the ordinance authorizing the Mayor to enter into the contract Melrose Quarry & Asphalt Supply, LLC for \$309,630.06.

VII. C.1.



DEPARTMENT OF PUBLIC WORKS
 901 North Elm
 P.O. Box 979
 Rolla, MO 65402

Phone: (573) 364-8659

FAX: (573) 364-8602

e-mail: shargis@rollacity.org

www.rollacity.org

FY 2020 PHASE II ASPHALT IMPROVEMENTS
 PROJECT 505
 OCTOBER 16, 2019

	Melrose Quarry & Asphalt Supply, LLC Joe Stogsdill P.O. Box 187 Rolla, MO 65402 Ph: 573-364-9101 FAX: 573-364-9102 melroseoffice@gmail.com	Pierce Asphalt, L.L.C. Gene Stroup P.O. Box 696 Rolla, MO 65402 Ph: 573-465-8534 gstroup.pierceasphalt@gmail.com	N. B West Contracting Dave Laramore 1035 N. Service Rd. Sullivan, MO 63080 Ph: 573-468-4533 FAX: 573-468-3007 dlaramore@nbwest.com	Capital Paving & Construction Jeffrey Creamer P.O. Box 104960 Jefferson City, MO 65110 573-691-2837 jcreamer@capitalpavingmo.com
TOTAL BID PRICE	\$ 309,630.06	\$ 321,954.07	\$ 354,441.25	\$ 379,988.20

VIII. C. 2.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND MELROSE QUARRY & ASPHALT SUPPLY, LLC, FOR FY 2020 PHASE II ASPHALT IMPROVEMENTS, PROJECT #505.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AS FOLLOWS:

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an agreement between the City of Rolla, Missouri and Melrose Quarry & Asphalt Supply, LLC, for FY 2020 Phase II Asphalt Improvements, Project #505, a copy of said agreement being attached hereto and marked Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 20th DAY OF APRIL 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

VII.C.3.

EXHIBIT A

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ Day of _____ by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and _____ **Melrose Quarry & Asphalt Supply, L.L.C.** _____ Party of the second Part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertised for and in connection with the construction of: **FY 2020 Phase II Asphalt Improvements, PROJECT 505**, in complete accord with the Contract Documents and the said plans and specifications; and

WHEREAS, the said Contractor, in response to such advertisement, has submitted to the Owner, in the manner and at the time specified, a sealed proposal in accordance with the terms of said advertisement; and

WHEREAS, the Owner, in the manner prescribed by law, has publicly opened, examined and canvassed the proposals submitted in response to the published invitation therefore, and as a result of such canvass has determined and declared the aforesaid Contractor to be lowest and best bidder for the said work and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's proposal, a copy thereof being attached to and made a part of this contract.

NOW THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreement herein contained, the parties to these presents have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for itself, himself, or themselves, or its, his or their successors and assigns, or its, his, or their executors and administrators, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in, and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor, and (d) in a good, substantial, and workmanlike manner, and in accordance with the provisions of the General Conditions and the Special Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract Plans and Specifications designated and identified therein, execute, construct, and complete all work included in, and covered by the Owner's official award of this Contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's proposal, for the construction of **FY 2020 Phase II Asphalt Improvements, PROJECT 505**.

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EXHIBIT A

It is further stipulated that not less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri, or determined by the Court of Appeal shall be paid to all workers performing work under this Contract.

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

ARTICLE III. Occupational Safety and Health Administration (OSHA)

Safety Training:

- a. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, R.S.Mo.
- b. Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work on the project commences.
- c. Contractor acknowledges and agrees that any of Contractor's employees found on the project site without the documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the project.
- d. Contractor shall require all of its subcontractors to comply with the requirements of this Section and Section 292.675, R.S.Mo.

Notice of Penalties for Failure to Provide Safety Training

- a. Pursuant to Section 292.675, R.S.Mo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Safety Training section of Article III above.
- b. The penalty described in above subsection A of this section shall not begin to accrue until the time periods described in Sections B and C Safety Training of Article III above have elapsed.
- c. Violations of Article III – Safety Training above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE IV. That the Contractor shall construct and complete the work designated and described in the foregoing proposal and attached specifications in accordance with the Notice to Bidders, Instruction to Bidders, Proposal, Bond, General Conditions, Special Conditions, Technical Specifications, Drawings, Addenda, and other component parts of the Contract

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EXHIBIT A

Documents hereto attached, all of which documents from the Contract and are as fully a part hereto as if repeated verbatim herein.

ARTICLE V. That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of \$309,630.60 for All work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

ARTICLE VI. That the Contractor shall begin assembly of materials and equipment within ten (10) days after receipt from the Owner of executed copies of the Contract.

Liquidated Damages - Should the contractor fail to complete the work on or before the completion date specified the contractor will be charged liquidated damages in the amount of \$500.00 per calendar day for each full calendar day that the work is not fully completed. Liquidated damages will not be charged for weekends and holidays.

ARTICLE VII. Before the final payment can be made to the Contractor on the project, the Contractor must complete and return the Affidavit Compliance with the Prevailing Wage Law form furnished at the end of the Special Conditions section.

ARTICLE VIII. Before the final payment can be made on the project to the Contractor, the Contractor must complete and return the Contractor's Affidavit Regarding Settlement of Claims form furnished at the end of the Special Conditions section.

ARTICLE IX. This Contract will not be binding and effective until confirmed by the Owner.

VII C.6.

EXHIBIT A

IN WITNESS-WHEREOF: The parties have executed this Contract as of the day and year first above written.

CITY OF ROLLA, MISSOURI

CONTRACTOR

BY _____
Mayor, Owner, Party of the First Part

BY _____

Printed Name

Printed Name/Title

STATE OF MISSOURI)
SS)
County of Phelps)

On this _____ day of _____ before me appeared _____ ,
to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City
of Rolla, Missouri, a municipal corporation, and the seal affixed to said instrument is the
corporate seal of said municipal corporation and that said instrument is the corporate seal of said
municipal corporation and that said instrument was signed under authority of the City Council of
of the City of Rolla, Missouri; and the said _____ Acknowledged
said instrument to be the free act and deed of said municipal corporation.

My commission expires: _____

Notary Public

STATE OF MISSOURI)
SS)
County of Phelps)

On this _____ day of _____ before me appeared _____ ,
to me personally known, who, being by me duly sworn, did say that (s)he is the _____
of _____
and that the seal affixed to said instrument is the corporate seal of said corporation by authority
of its board of directors; and the said _____ acknowledged said
instrument to be the free act and deed of said corporation.

My commission expires: _____

Notary Public

VII C.7.

To Whom It May Concern:

Rather than react, let's be proactive and prevent the spread of COVID-19 while Rolla still has time. Rural US areas are expected to have a spike in COVID-19 cases by mid-April (*Parshley, 2020*). Missouri, in general, is already experiencing a public health crisis (Holman, 2019). COVID-19 affects and will continue to affect our poor and working-class community members the most, only exacerbating the state of emergency they already endure every day (*KC Tenants, 2020*). Food insecurity, homelessness, and health crises existed long before COVID-19, and we must take action now as well as in the future to protect our communities.

Rolla is home to some 20,000 people and counting, with 1,669 people per square mile. 31% of Rolla residents are living below the poverty line, including children, which is about 6,200 total people. 24% of Rolla's residents are 50+ years old, which is about 4,800 people. About 1,400 Rolla residents are veterans, and we know COVID-19 affects those with other underlying conditions, like many veterans, have (*Veterans Affairs, 2020*). 58% of Rolla residents are renters, which comes out to be about 11,600 people. And approximately 13% of properties in Rolla are vacant, which is around 1,165 empty homes (*Census Reporter, 2018*). These numbers represent many things, but most importantly they show us the *people* who will be permanently affected in our community if we do nothing. Phelps Health has confirmed that COVID-19 is in Phelps county and is in Rolla (Amos, 2020); we cannot afford to continue without intervention.

With some precautions taken, it's still estimated that 2% of the population could die due to COVID-19 (*Our World in Data, 2020*). If only 2% of the Rolla population dies during this pandemic, that is 400 people, and that doesn't take into account their loved ones who will also be permanently affected by their *preventable* deaths. Which 400 people is Rolla's leadership willing to sacrifice here in favor of business as usual? Name them. Otherwise, we must take swift and serious action to protect the people of Rolla, *all* of them, to the best of our abilities.

IX A. 1.

People who are housing-insecure or currently homeless are at a higher risk of being exposed to the virus, becoming ill, and suffering catastrophic health outcomes. Low-income tenants are also at risk if they get ill and/or cannot work (because they're monitoring symptoms, at risk, watching kids, etc.) and therefore can't make their rent (*KC Tenants, 2020*). Relying on the good will of property owners is not proper policy; we need local, State, and Federal action to protect the people. We, the people of Rolla, call on Mayor Lou Magdits to demand action be taken by the State Government via Governor Parson to protect *all* the people of Missouri.

We can and must stand united to ensure the well-being of our whole community through this crisis. Rewriting the rules to protect our most vulnerable will build a healthier and stronger Missouri for generations to come (*KC Tenants, 2020*). Given the CARES Act puts a moratorium on mortgages and provides aid to property/business owners, it is only just that the same privileges be extended to others (Snell, 2020). Much of the work put into finding a solution has been done by the KC Tenants organization. These demands have been created by people directly impacted by housing issues and people experiencing homelessness, as KC Tenants believes the people closest to the problems are closest to the solutions. Rolla for Bernie 2020 recognizes that this public health crisis will affect everyone in Missouri, not just certain cities or counties. We stand in solidarity with tenants across the state and call on Mayor Lou Magdits to:

- Institute a rent/mortgage suspension or rent/mortgage freeze and fund rental assistance
 - Enact an immediate, comprehensive statewide eviction/foreclosure moratorium
 - Ban utility shut-offs and mandate universal service, including Internet
 - Provide homes and expanded services for people experiencing homelessness
- (*KC Tenants, 2020*)

IX, A.2.

At the local level, we call on Mayor Lou Magdits to acknowledge the severity of COVID-19/Coronavirus to the public by declaring a State of Emergency. Not only is this a health and housing crisis, but it is also one of hate too. We call on Mayor Lou Magdits to officially address the virus as COVID-19 or Coronavirus and let it be known that this virus knows no race, nationality, or ethnicity (*National Association of School Psychologists, 2019*). We call on Mayor Lou Magdits to make it clear that Anti-Asian racism will not be tolerated in our community; Asian-Americans and Pacific Islanders deserve dignity and respect. Immigrants make Rolla great, and hate towards them is equally unacceptable. Rolla is one community, and we need human solidarity now.

We call on Mayor Lou Magdits to use the legal powers, which he has already confirmed he has, to halt rent/late fees as well as evictions and put a ban on all utility shut-offs for the duration of this crisis and throughout the entire recovery period. For the safety of those who represent Rolla, we call on Mayor Lou Magdits to begin immediate virtual meetings, allowing the public to have input. We call on Mayor Lou Magdits to put in place an Emergency Stay at Home Order and instruct the public to practice social distancing, even those without symptoms. Many people are carriers of COVID-19 but asymptomatic; however, that means they can spread the virus anywhere they go. To keep yourself and the community safe do not gather in groups inside or outside, going for walks are fine but stay 6 feet away from others as much as possible, do not go to the gym, do not let your children have playdates/sleepovers, regularly wash your hands with soap and water, only go out for essentials and buy what you need at the time (don't hoard), self-quarantine for at least 14 days if you show symptoms of COVID-19 (dry cough, fever, fatigue, body aches, chills), and go to the hospital if those symptoms escalate or call 911 in an emergency.

Protective measures also need to be taken for the safety of our town during this emergency. We call on Mayor Lou Magdits to demand State action so that our healthcare workers have the personal protective equipment (PPE), ventilators, and other resources they will need in preparation of rural outbreak; community volunteers and organizations, such as The Mission, Feeding Phelps Families, and others will also

IX. A.3.

need PPE (Ulrich, 2020). The closure of parks and other public spaces as well as non-essential businesses will be an essential step in flattening the curve so that our hospitals do not become overwhelmed like we're seeing across our country and the world at large. We also acknowledge the many big businesses and corporate chains that will be able to circumvent such non-essential closures, but we must remind ourselves that the CARES Act expands unemployment and provides aid to those self-employed and small businesses (LaJoie, 2020). While it's understandable that those self-employed and small business owners are scared to close for economic reasons, this is yet another reason for State intervention in the form of additional aid and resources. We call on Mayor Lou Magdits to fight on behalf of Rolla residents, especially those most vulnerable.

In solidarity,

Deanne Lyons, *Rolla Ward 6*; lyons.ward6@gmail.com

Tara Miller, *Rolla Ward 5*

Ashley Birmingham, *Rolla Ward 3*

Aaron Loker, *Rolla Ward 6*

Elizabeth White, *Rolla Ward 3*

Dave Schott, *Rolla Ward 3*

Kristina Leininger, *Rolla Ward 5*

Bill Lindgren, *Rolla Ward 1*

Kristin Shelton, *Cold Springs East Phelps County*

Hannah Ward, *Rolla Ward 2*

Rebecca Selpien, *Rolla Ward 3*

Katy Schweiss, *Rolla Ward 5*

Jeremy Schweiss, *Rolla Ward 5*

Garry James, *Rolla Ward 1*

Lori James, *Rolla Ward 1*

Brooke Rolling, *Rolla Ward 6 S&T student*

Valerie Cross, *Rolla Ward 3*

Rachel Isaacson, *Rolla Ward 3*

Jacqueline Childers, *Rolla Ward 1*

Jessica Sneathen, *Rolla Ward 1*

Morgan Buffington, *Rolla Ward*

Davey Hendricks, *Rolla Ward*

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Angelo Leininger, *Rolla Ward 5*
Jacinta Timberlake, *Ward 2*
Jessica Davis, *Phelps County*
Holly Esposito, *Rolla Ward 2*
Melissa Rolufs, *Rolla Ward 3*
Rebekah Whitaker, *Rolla Ward 1*
Crystal Skaggs, *Rolla Ward 3*
Jennifer Thedford, *Rolla Ward 1*
Theresa Fogelman, *Phelps County South*
Zachary Milbradt, *Rolla Ward 2*
Havva Malone, *Rolla Ward 3*
Jessie Benivamonde, *Rolla Ward 1*
Sean H. Benivamonde, *Rolla Ward 1*
Rev. Dr. Michael D. Dowdy-Benivanode, *Rolla Ward 1*
Liz Sperry, *Rolla Ward 5*
Andrew Behrendt, *Rolla Ward*
Ashlie Sprenkle, *Rolla Ward 3*
Janice Gilbert, *Phelps County West*
Bruce Gilbert, *Phelps County*
Casey Beck, *Phelps County*
Melanie Tivolie, *Phelps County*
Natalee Watkins, *Rolla Ward 4*
Brian Smith, *Phelps County*
Kimberly Smith, *Phelps County*
Eugenia Boze, *Rolla Ward 1*
Summer Thorp-Lancaster, *Rolla Ward 5*
Kelsie Parton, *Rolla Ward 2*
Brittany Vega, *Rolla Ward 2*
Elizabeth Lumsen, *Rolla Ward 1*
Debbie Bridges, *Rolla Ward 1*
Melissa Fenner, *Phelps County*
Heather Walls, *Rolla Ward 5*
Krista Miller, *Phelps County*
Dawn Whitecotton, *Phelps County*
Daniel Jones, *Rolla Ward 3*
Shannon Cox, *Rolla Cold Springs West*
Desiree Dillon, *Rolla Ward 2*
Jasmine Bikimane, *Rolla Ward 5*
Ashley Brooks, *Rolla Ward 3*

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Marcy Slone, *Rolla Ward 1*
Zachary Milbradt, *Rolla Ward 2*
Susan Donaldson, *Rolla Ward 1*
Zach Galloway, *Rolla Ward 2*
Collin Gentry, *Rolla Ward 6*
Jeff Marlowe, *Rolla Ward 6*
Keith Peterson, *Rolla Ward 6*
Lukas Steffek, *Rolla Ward 6*
Edith Hays, *Rolla Ward 6*
Maureen Zachery, *Phelps County*
Mickey Hopson, *Rolla Ward 4*
Angelique Alves, *Rolla Ward 3*
Kori Poynter, *Rolla Ward 1*
Megan Johnson, *Rolla Ward 2*
Nick White, *Rolla Ward 3*
Jason Boesm, *Rolla Ward 6*

77 Rolla residents and Phelps County residents as well as over 100 people who signed the Change.org Petition:

<https://www.change.org/p/mayor-lou-magdits-enact-a-local-sate-of-emergency-for-rolla-mo-to-prevent-the-spread-of-covid-19>

IV. A. 6.

RENT/MORTGAGE SUSPENSION, RENT/MORTGAGE FREEZE, RENTAL ASSISTANCE *(KC Tenants, 2020)*

Every month, millions of Missourians pay more than they can afford to keep a roof over their head. This public health emergency will exacerbate that stress, causing millions to face substantial financial loss. We must ensure people can stay in their homes, as a matter of public safety.

- **Rent/mortgage suspension:** The Governor should institute an immediate rent and mortgage suspension for public and private properties, suspending rent and mortgage payments in full and for the duration of the crisis. No payments, no late fees, no debt. The suspension should last through the duration of the declared state of emergency and the entire recovery period.
- **Rent/mortgage level freeze and targeted assistance:** If the State cannot implement a full rent/mortgage suspension, the Governor should issue an order to institute a statewide rent and mortgage freeze. The freeze should outlaw all rent increases and lock in mortgage payments at current levels. The freeze should include a ban on fees for missed or late rent/mortgage payments.
- **Rental/mortgage assistance:** In the absence of Federal action, the Governor should launch a statewide emergency relief fund to provide immediate rental and mortgage assistance to people who risk losing their homes because of sickness, inability to work, or any other factors related to COVID-19. This fund should launch immediately and should be accessible to all, without any means-testing, and without barriers to entry, like lengthy paperwork or application fees.

EVICITION/FORECLOSURE MORATORIUM *(KC Tenants, 2020)*

No one should be displaced from their home under any circumstances during this crisis. Many other state and local governments have implemented eviction/foreclosure moratoria. Kansas passed a statewide moratorium on 3/17.

- **Eviction/foreclosure moratorium:** The Governor should pass a statewide moratorium on all eviction proceedings, including filings, hearings, writs, and enforcement. Using the emergency powers of the Governor, this action should block law enforcement (sheriffs, municipal police departments, and all other relevant parties) from carrying out any evictions.
- **Penalties for violators:** Many landlords do not adhere to legal processes when evicting tenants. That behavior is even crueler during times like these, and it should be duly punished. The Missouri legislature should determine severe penalties for banks, corporations, and individuals in violation of this moratorium, including but not limited to fines and/or loss of license to do business.

UTILITY SHUT-OFFS BAN AND UNIVERSAL SERVICE *(KC Tenants, 2020)*

Utilities like water, gas, electricity, and internet should be provided as public goods, especially during a public health crisis.

- **Ban on utility shut-offs:** Missouri must follow the example of dozens of local and state governments by issuing a statewide ban on utility shut-offs during the pandemic. The Governor should use emergency authority to call for the ban,

which should encompass water, gas, electricity, cellphones, landlines, and the internet. The ban should last through the duration of the declared state of emergency and the entire recovery period.

- **Mandate for universal service:** Beyond ending shut-offs, Missouri must compel localities and utility companies to restore utility services to all households, even if they faced shut-offs before the ban, and to expand them as needed to execute emergency precautions and communications. Water, gas, and electricity are critical for all households to remain safe and healthy at home. Internet must be provided, through emergency hotspots or other means, in every possible geography to ensure dissemination of accurate and timely information as well as working/schooling from home.

HOMES, EXPANDED SERVICES FOR PEOPLE EXPERIENCING HOMELESSNESS

(KC Tenants, 2020)

Tens of thousands of Missourians sleep on the streets every night. Those numbers do not account for the people who are un-housed, living out of cars, on couches, in shelters, or in motels. People experiencing homelessness are among the most vulnerable to COVID-19.

- **Homes for people experiencing homelessness:** If official guidance is to “stay home” to contain the spread of COVID-19, Missouri must create that possibility for people experiencing homelessness. The State government must take unprecedented action to convert vacant hotel/motel rooms, dorms, schools, hospitals, and large stadiums into homes for people who need them, including people experiencing homelessness and people living in unsafe/unsanitary (domestic violence, mold, etc.) conditions now.
- **Emergency sanitation sites:** For people who will not or cannot move indoors, the State must build emergency sanitation sites near homeless encampments and major public transit hubs to mitigate the spread of COVID-19. Sites should include 24-hour restrooms and showers, laundry, free hygiene supplies, COVID-19 testing, caseworkers, and disease prevention information in multiple languages.
- **Expanded services:** The State must provide an infusion of resources to local providers for expanded homeless services. Local health departments, community health clinics, shelters, and other frontline service providers should receive this funding to cover staff overtime pay and hazard pay and necessary supplies, like sanitizers, medicine, masks and other personal protective equipment (PPE), etc. Funds should go to organizations on a condition of commitment to equity and non-discrimination.
- **End to sweeps:** The Governor should issue an immediate moratorium on encampment sweeps, closures, and vehicle tows. Sweeps and other practices that criminalize homelessness pose a serious health risk, as they disrupt consistent access to services and the ability for outreach and health workers to provide continuous care.

IX.A.8.

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