

Please Note: The Council Meeting will be conducted at Rolla City Hall but physical participation will be limited per CDC guidelines. Citizens are encouraged to watch the proceedings live on Fidelity Cable Channel 16 or through the Fidelity YouTube link at https://www.youtube.com/channel/UCffrfbYSQqtuhOAVkCCyieA_

COUNCIL PRAYER
Ministerial Alliance

AGENDA OF THE ROLLA CITY COUNCIL
Monday, May 4, 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, CARROLYN BOLIN, MARIE ALLEN, AND CHRISTINE RUDER

PLEDGE OF ALLEGIANCE
Councilman Jacob Rohter

I. CONSENT AGENDA

- A) Consider Approval of the City Council Minutes of:
- 1) Special City Council Meeting, March 30, 2020
 - 2) City Council Meeting, April 6, 2020
 - 3) City Council Meeting, April 20, 2020
 - 4) City Council Closed Session Meeting, April 20, 2020

II. PUBLIC HEARINGS
None.

III. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS
A) "National Day of Prayer" Proclamation

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

- A) Environmental Services Department Monthly Report – March 2020
- B) Parks Financial Analysis – March 2020
- C) The Centre Financial Analysis – March 2020
- D) Municipal Court Monthly Report – March 2020
- E) Police Department Monthly Report – March 2020
- F) Animal Control Division Monthly Report – March 2020
- G) Rolla Municipal Utilities Monthly Report – March 2020
- H) Rolla Board of Public Works Meeting Minutes – March 30, 2020
- I) City of Rolla Cash Analysis Report – February 29, 2020
- J) City of Rolla Revenue/Expenditure Report – Unaudited – February 29, 2020

V. OLD BUSINESS

- A) **Ordinance** Authorizing the Mayor to Enter into a Hangar Ground Lease with First Class Air Services (Roff) - (City Administrator John Butz) – **Final Reading**

VI. NEW BUSINESS

- A) **Ordinance** Amending Ordinance No. 4547 and Enacting a New COVID Stay-at-Home/Return-to-Work Ordinance (Mayor Lou Magdits & City Administrator John Butz) –
First Reading /Final Consideration)
- B) **Ordinance** Amending Section 27-80 of the Rolla City Code Pertaining to Parking –
(Police Chief Sean Fagan) – **First Reading**
- C) **Resolution** Authorizing the Mayor to Enter into a Technical Service Agreement with the College Hills Sewer District - (Finance Director Steffanie Rogers) – **Motion**
- D) **Resolution** Authorizing the Mayor to Enter into a Technical Service Agreement with the Cedar Grove Sewer District - (Finance Director Steffanie Rogers) – **Motion**
- E) **Resolution** Authorizing the Mayor to Enter into a Technical Service Agreement with the Shady Oaks Sewer District - (Finance Director Steffanie Rogers) – **Motion**
- F) **Resolution** Authorizing the Mayor to Enter into a Technical Service Agreement with the Rolla Regional Economic Commission (RREC) - (Finance Director Steffanie Rogers) – **Motion**
- G) **Ordinance** Authorizing the Mayor to Enter into a Technical Service Agreement with the Phelps County Emergency Services Board (PCESB) – (Finance Director Steffanie Rogers) –
First Reading
- H) **Ordinance** Authorizing the Mayor to Enter into a Technical Service Agreement with the Rolla Public Library – (Finance Director Steffanie Rogers) – **First Reading**
- I) **Ordinance** Authorizing the Mayor to Enter into a Technical Service Agreement with the Rolla Rural Fire Protection District – (Finance Director Steffanie Rogers) – **First Reading**
- J) **Ordinance** Authorizing the Mayor to Enter into a Contract with McClanahan Construction Co, for Southeast WWTP Improvements – (Public Works Director Steve Hargis) – **First Reading**
- K) **Ordinance** Authorizing the Mayor to Enter into a Contract with Mid-State Pipeline Maintenance for Vichy Road WWTP Improvements – (Public Works Director Steve Hargis) – **First Reading**

VII. CLAIMS and/or FISCAL TRANSACTIONS

- A) **Motion** Awarding Bid for Project #359–Kingshighway & Route 72/Bishop Intersection Improvements; and an **Ordinance** Authorizing the Mayor to Enter into an Agreement with Same & Approving Change Order #1 – (Public Works Director Steve Hargis) –
Motion/First Reading
- B) **Ordinance** Authorizing the Mayor to Execute Change Order #3 for Project 500-FY 2020 Phase I Asphalt Improvements – (Public Works Director Steve Hargis) – **First Reading**
- C) **Ordinance** Regarding Series 2020 Sewer Revenue Bond – SRF –
(City Administrator John Butz) – **First Reading**

VIII. CITIZEN COMMUNICATION

- A) Open Citizen Communication

IX. MAYOR/CITY COUNCIL COMMENTS

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:

- A) Real Estate

XII. ADJOURNMENT

National Day of Prayer

(May 7, 2020)

WHEREAS: It is the duty of nations, as well as of men, to owe their dependence upon the overruling power of God, to confess their sins and transgressions, in humble sorrow, yet with assured hope that genuine repentance will lead to mercy and pardon, and to recognize the sublime truth announced in the Holy Scriptures and proven by all history, that those nations only are blessed whose God is the Lord; and

WHEREAS: We believe that this nation was founded upon a relationship of those who govern with Him who created them and who ordained the government; that a culture in which Godly leaders can mature is a culture of adherence to principles expressed in the Bible; and that Biblical principles are the cornerstones of compassionate and appropriate governance and the best template for a society characterized by morality, freedom, justice and peace; and

WHEREAS: We know our leaders are under tremendous pressure. We know they need our prayers and our leaders need to know they are being supported in prayer. We pray for our leaders "that we may live peaceful and quiet lives in all godliness and holiness"; and

WHEREAS: Now is the time to pray for the families of our country. The family is an institution ordained by God. A healthy family should be a place of love, support and spiritual growth; and

WHEREAS: The youth of today will grow up to lead the 21st century America. Each day they are bombarded by conflicting moral standards. We pray for the youth of America and ask the Lord to make them bold in their faith. May He grant them the ability to work together in unity as they seek to light our Nation with prayer; and

WHEREAS: The City of Rolla now joins our country in a day of prayer for our Nation, our Leaders, our Communities, our Families and our Youth.

NOW, THEREFORE, I, Louis J. Magdits, IV, Mayor of the City of Rolla, do hereby proclaim Thursday, **May 7, 2020** as "National Day of Prayer" with the theme "*God's Glory Across the Earth*" in Rolla, Missouri.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Rolla to be affixed this 4th Day of May in the Year of Our Lord, Two-thousand Twenty.

Louis J. Magdits, IV, Mayor
City of Rolla

III. A. 1.

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

Presiding: Mayor Louis J. Magdits, IV

Council Members in Attendance: Allen, Bolin, Crowell, Eberly, Jordan (remotely), Meusch, Murphey (remotely), Rohter, Ruder (remotely), Schneider, and Schott

Department Directors in Attendance: Police Chief Sean Fagan and Fire Chief Ron Smith

Other City Officials in Attendance: City Administrator John Butz, City Counselor Lance Thurman, and Deputy City Clerk Millie Street

Mayor Magdits called the meeting to order at approximately 5:30 p.m. Mayor Magdits began by introducing the three councilmembers that were attending by Zoom teleconferencing (Jordan, Murphy, and Ruder).

Item (#1) – Review Meeting Format: Mayor Magdits reviewed the agenda in its entirety. Mayor Magdits briefed the Council regarding the current COVID-19 situation and the ordinances that were included in the Council packets. The Mayor stated that city employees have been working full-time every day in order to gather information and to be on top of changing situations. The Mayor reviewed both ordinances that the Council would be reviewing during the meeting.

Item (#2) – Community Briefing of COVID-19: Mayor Magdits briefed the Council on the COVID-19 preparedness plans for the City of Rolla. Mayor Magdits stated that signs will be posted around the City giving information on where to find information for the Plan. Mayor Magdits stressed the CDC guideline of “Do the Five”, wash hands, cough into your elbows, don’t touch your face, adhere to the six feet social distancing, and if you feel sick – stay home. Mayor Magdits stated that this is an effective and common sense approach that would prevent the spread of the virus. Mayor Magdits updated the Council regarding Phelps Health’s position on COVID-19 and the daily testing for the virus. At this time, no one at Phelps Health has tested positive for the virus. The Director of the Health Department inspects businesses daily and stated that she has been receiving complete cooperation.

The Mayor updated the Council regarding the placement of city employees in order to adhere to the six feet social distancing.

Mayor Magdits turned the meeting over to City Administrator John Butz.

Item #3 – Review & Endorse Coronavirus Preparedness Plan – City Administrator Butz reviewed the Preparedness Plan for the City of Rolla. Mr. Butz went over items affecting employees, i.e. six feet social distancing, flexible work schedules for employees that work in an

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area to where they cannot distance themselves from each other. Mr. Butz reviewed the handout that was provided to the Council and stated that this plan will be adhered to by all employees.

Mayor Magdits asked for a roll call to approve the Coronavirus Preparedness Plan. A motion was made by Bolin and seconded by Meusch to approve the proposed Coronavirus Preparedness Plan. A roll call vote on the motion showed the following: Ayes: Bolin, Jordan, Ruder, Schott, Allen, Murphey, Crowell, Meusch, Rohter, Eberly, and Schneider. Nays; none. Absent; none. Motion passed.

Item #4 – Legal Review of Council Power in an Emergency –

City Counselor Lance Thurman reviewed the memorandum in the packet regarding the City Officials powers in case of an outbreak of contagious disease. City Counselor Thurman stated that the City of Rolla is a 3rd Class City and the City Council has the general right to pass ordinances and regulations for the preservation of general health, and prevention and abatement of contagious diseases. City Counselor Thurman entertained questions from the Council.

Item #5 – Consider Ordinance Declaring an Emergency and Adopting CDC Mitigation Strategies –

Mayor Magdits turned the meeting over to City Administrator John Butz. City Administrator Butz stated that the proposed ordinance declares an emergency proclamation in Rolla and does encourage the citizens to implement the mitigation strategies of the CDC. City Administrator Butz stated that the ordinance cites both Governor Parson's declaration on March 13, 2020 and the Phelps County Commission declaration on March 19, 2020. After a review of the ordinance with the Council, City Administrator Butz entertained questions from the Council.

City Counselor Thurman read the following proposed ordinance for its first reading, by title. ORDINANCE NO. 4546: AN ORDINANCE DECLARING AN EMERGENCY PROCLAMATION IN THE CITY OF ROLLA AND ENCOURAGING THE CITIZENS OF THE CITY OF ROLLA TO IMPLEMENT THE MITIGATION STRATEGIES LAID OUT BY THE CENTERS FOR DISEASE CONTROL AND THE NATIONAL INSTITUTE OF HEALTH. A motion was made by Schott and seconded by Eberly to suspend the rules and that the ordinance be read for its final reading, by title. A roll call vote of the motion showed the following: Ayes; Allen, Murphey, Bolin, Schneider, Rohter, Meusch, Jordan, Eberly, Crowell, Schott, and Ruder. Nays; None. Absent; none. Motion carried. City Counselor Thurman then read the proposed ordinance for its final reading, by title. A motion was made by Jordan and seconded by Schneider to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Meusch, Schott, Ruder, Schneider, Allen, Murphey, Crowell, Rohter, Jordan, Eberly, and Bolin. Nays; None. Absent; none. Motion carried. The ordinance passed.

Item #6 – Review Ordinance Declaring a Stay at Home Ordinance –

Mayor Magdits introduced the next item on the agenda; Item #6, Review Ordinance Declaring a Stay at Home Ordinance. Mayor Magdits mentioned that the proposed ordinance is very similar

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to the ordinance passed by Columbia, Missouri this past week. The Mayor then turned the meeting over to City Administrator John Butz. City Administrator Butz stated that the ordinance's intent is to ensure the maximum number of individuals stay at home to slow the spread of COVID-19 while enabling essential services to continue. City Administrator Butz then reviewed the proposed ordinance in detail. After a detailed review of the ordinance, City Administrator Butz entertained questions from the Council. City Counselor Thurman then read the following proposed ordinance for its first reading, by title. ORDINANCE NO. 4547: AN ORDINANCE DECLARING AN EMERGENCY PROCLAMATION IN THE CITY OF ROLLA, MISSOURI, AND EXECUTING A STAY AT HOME ORDINANCE. A motion was made by Schott and seconded by Allen to suspend the rules and that the ordinance be read for its final reading, by title. A roll call vote of the motion showed the following: Ayes; Rohter, Murphey, Schott, Schneider, Ruder, Allen, Jordan, Eberly, and Bolin. Nays; Crowell, and Meusch. Absent; none. Motion carried. A motion was made by Schott to amend the current ordinance to be in effect as of 5:00 p.m. April 1, 2020, no second of the motion was obtained. A motion was then made by Jordan and seconded by Bolin to amend the proposed ordinance to be in effect as of 8:00 a.m., April 6, 2020. A roll call vote of the motion showed the following: Ayes; Jordan, Bolin, Ruder, Schneider, Murphey, Crowell, and Meusch. Nays; Allen, Rohter, Eberly and Schott. Absent: none. Motion carried. City Counselor Thurman then read the proposed ordinance for its final reading, by title as amended. A motion was made by Eberly and seconded by Allen to approve the proposed ordinance as amended. A roll call vote on the motion showed the following: Ayes; Allen, Murphey, Bolin, Schneider, Ruder, Meusch, Rohter, Eberly, Schott, and Jordan. Nays; Crowell. Absent; none. Motion carried. The ordinance passed.

MAYOR/CITY COUNCIL COMMENTS

Councilwoman Ruder read in full a citizen petition handed out to the Council by Ms. Deanne Lyons in regards to the financial devastation effect of the COVID-19 on the citizens of Rolla.

RMU General Manager Rodney Bourne updated the Council on the recent RMU Board meeting. Bourne noted that since March 23, 2020 RMU has discontinued non-payment service terminations through May 1, 2020. Bourne also stated that the Board authorized transferring \$50,000 to the RMU Helping Hand Program. Bourne entertained questions from the Council.

ADJOURNMENT

Having no further business, the meeting adjourned at approximately 7:48 p.m.

Minutes respectfully submitted by Deputy City Clerk Millie Street

DEPUTY CITY CLERK

MAYOR

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

Presiding: Mayor Louis J. Magdits, IV

Council Members in Attendance via Zoom Videoconferencing: Rachel Schneider, Monty Jordan, Matthew Crowell, Ann Murphey, Jacob Rohter, David Schott, Jody Eberly, John Meusch, Marie Allen, and Christine Ruder

Council Members in Physical Attendance: Carrolyn Bolin

Council Members Absent: None.

Department Directors in Attendance via Zoom Videoconferencing: 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

Department Directors in Physical Attendance: Police Chief Sean Fagan

Other City Officials in Physical Attendance: City Administrator John Butz, City Counselor Lance Thurman, 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 6:31 p.m. and asked Councilman Matthew Crowell to lead in the Pledge of Allegiance.

I. CONSENT AGENDA

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

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

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

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II. PUBLIC HEARINGS

None.

III. ACKNOWLEDGEMENTS AND SPECIAL PRESENTATIONS

(A) “Child Abuse and Neglect Prevention Month” Proclamation: Mayor Magdits read the proclamation he issued proclaiming April 2020 as “Child Abuse and Neglect Prevention Month.” He then presented the proclamation to Mr. Matthew Evans, Executive Director for CASA (Court Appointed Special Advocates) South Central Missouri.

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

Mayor Magdits referred the Council to **(A)** the February 2020, Environmental Services Department Monthly Report; **(B)** the February 2020, Parks Financial Analysis; **(C)** the February 2020, Centre Financial Analysis; **(D)** the February 2020, Municipal Court Monthly Report; **(E)** the February and March 2020, Building Codes Monthly Reports; and **(F)** the February 2020, Animal Control Division Monthly Report;

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 reminded the Council the subject request is rezone the property located at 101 S. Rucker Avenue from C-1 (Neighborhood Commercial District) to C-2 (General Retail District). The applicant recently purchased the building with the intent to remodel it into a restaurant. Mr. Coots noted the C-1 (Neighborhood Commercial District) zoning permits the use of a restaurant. However, alcohol sales are not permitted in C-1 (Neighborhood Commercial District), but are allowed in C-2 (General Retail District), therefore the reason for the rezoning request.

City Counselor Lance Thurman read the following proposed ordinance for its final reading, by title. **ORDINANCE NO. 4548: AN ORDINANCE TO APPROVE THE REZONING OF 101 S. RUCKER AVENUE FROM THE C-1, NEIGHBORHOOD COMMERCIAL DISTRICT TO THE C-2, GENERAL RETAIL DISTRICT. (ZON20-01).** A motion was made by Crowell and seconded by Schneider to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Crowell, Schott, Ruder, Schneider, Jordan, Murphey, Bolin, Meusch, Rohter, Eberly, and Allen. Nays; None. Absent; None. Motion carried. The ordinance passed.

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V. OLD BUSINESS (continued)

(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 informed the Council that the City assumed ownership of the former John Wyss hangar a few years ago when the four-year ground lease expired. He recalled the Council authorized staff to solicit proposals to determine if there was interest in the market to acquire the building from the City and make improvements. Mr. Butz informed the Council that Dr. Ron Wilkerson submitted the sole proposal. The subject agreement would sell the building to Dr. Wilkerson for \$1,000, but requires evidence of \$55,000 in building improvements. In exchange for the improvements, the Lessee receives a 20-year ground lease at \$1,800/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 final reading, by title. **ORDINANCE NO. 4549: 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. A motion was made by Schneider and seconded by Murphey to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Eberly, Allen, Murphey, Bolin, Schneider, Ruder, Meusch, Jordan, Crowell, Schott, and Rohter. Nays; None. Absent; None. Motion carried.**

(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 recalled the Council recently awarded the University Drive Pedestrian Bridge project to the low bidder, Kelpe Contracting. Since the last meeting, staff received concurrence from MoDOT (Missouri Department of Transportation) for the subject bid award. Mr. Pryor said the subject contract would authorize the Mayor to enter into an agreement with Kelpe Contracting, for the University Drive Pedestrian Bridge project for \$1,785,970.88.

City Counselor Lance Thurman read the following proposed ordinance for its final reading, by title. **ORDINANCE NO. 4550: 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**

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V. OLD BUSINESS (continued)

(C) Ordinance Authorizing the Mayor to Enter into an Agreement with Kelpo Contracting, Inc., for University Drive Pedestrian Bridge, Project #359: UNIVERSITY DRIVE PEDESTRIAN BRIDGE, PROJECT #359. A motion was made by Jordan and seconded by Eberly to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Schneider, Rohter, Ruder, Bolin, Jordan, Murphey, Schott, Crowell, Meusch, Allen, and Eberly. Nays; None. Absent; None. Motion carried.

VI. NEW BUSINESS

(A) Consideration of Proposals for Existing Building Option for Animal Shelter: City Administrator John Butz recalled the Council recently authorized the public solicitation process for possible existing building sites for an animal shelter. He informed the Council two proposals were received. The Charlotte J. Barrack Trust submitted a proposal for 1100 Highway 72. The second proposal was from the Williams Real Property, LLC for 11530 Twitty Drive. Mr. Butz asked the Council to consider authorizing City staff to conduct preliminary building assessments on both properties, as outlined in the agenda materials, and report to the Council in about 30 days. No Council objections were noted.

(B) Update on Stay at Home Order: Mayor Magdits recalled that last week the Council enacted a “stay-at-home” ordinance. Since staff did not expect action to be taken last week, a proper procedure was not in place to implement what the Council enacted. He said this week staff developed an application process in order to determine what an essential business is versus a non-essential business as it relates to the ordinance. Mayor Magdits said businesses would initially self-determine and submit that to an administrative team for a decision. He noted an appeals process has been set up when differences of opinion occur. Additionally, Mayor Magdits indicated staff has spoken with Police Chief Fagan to determine the level of enforcement that will occur, at least during the initial phases. Mayor Magdits pointed out there are differences between the City ordinance and Governor Parson’s recent declaration.

City Administrator John Butz noted that one difference between the City’s ordinance and the State’s order is the City’s order ends on May 11, 2020 and the State’s order ends April 24, 2020. A second difference is Missouri’s order imposes limitations on occupancy for essential businesses.

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VI. NEW BUSINESS (continued)

(B) Update on Stay at Home Order (continued): Mr. Butz said City Administration recommends not taking any action at this time to amend the City's ordinance. He suggested re-evaluating it at the April 20, 2020, Council meeting after staff has had an opportunity to consider the stay-at-home mandates by the City and State.

(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 explained the following two items are related to the Kingshighway improvements and involve a temporary construction easement and a permanent utility easement. In addition to the utility easement for McDonald's Real Estate Company, he said it provides for a permanent sidewalk easement.

City Counselor Lance Thurman read the following proposed resolution for one reading, by title. RESOLUTION NO. 1968: 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. A motion was made by Bolin and seconded by Crowell to approve the proposed resolution. A roll call vote on the motion showed the following: Ayes; Schott, Meusch, Jordan, Bolin, Schneider, Ruder, Allen, Murphey, Crowell, Eberly, and Rohter. Nays; None. Absent; None. Motion carried. The resolution passed.

(D) Resolution Authorizing the Mayor to Accept a Temporary Construction & Permanent Utility Easement from Jade Properties, LLC: Public Works Director Steve Hargis informed the Council that Jade Properties, LLC, are the owners of the Wendy's Restaurant. He said the subject easements contain the same key points as the McDonald's easements.

City Counselor Lance Thurman read the following proposed resolution for one reading, by title. RESOLUTION NO. 1969: 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,

VI. NEW BUSINESS (continued)

(D) Resolution Authorizing the Mayor to Accept a Temporary Construction & Permanent Utility Easement from Jade Properties, LLC (continued): MISSOURI AND JADE PROPERTIES, LLC FOR IMPROVEMENTS ON KINGSHIGHWAY. A motion was made by Bolin and seconded by Murphey to approve the proposed resolution. A roll call vote on the motion showed the following: Ayes; Ruder, Murphey, Jordan, Schneider, Allen, Bolin, Crowell, Meusch, Rohter, Schott, and Eberly. Nays; None. Absent; None. Motion carried. The resolution passed.

(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 noted the next three items are all related. He said this item is an ordinance authorizing the City to engage with HDR Engineering for construction services for the improvements at the Vichy and Southeast Treatment Plant. Mr. Hargis reported the bids for both plants came in well below the estimate. This will leave over \$3 million in reserve for contingencies. These projects will both be completed by the end of 2020. Mr. Hargis told the Council that Mr. Jeff Medows of Archer-Elgin and Mr. Mike Kallis with HDR Engineering are available to answer any questions.

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 HDR ENGINEERING, INC FOR SOUTHEAST WWTP AND VICHY ROAD WWTP IMPROVEMENTS – CONSTRUCTION PHASE SERVICES – TASK ORDER #12.

VII. CLAIMS and/or FISCAL TRANSACTIONS

(A) Motion Awarding Bid for Project 473 – Vichy Road Wastewater Plant Improvements; and, a Motion Accepting DBE Efforts for Same: Public Works Director Steve Hargis said staff and the City's consultant, Mr. Mike Kallis, HDR Engineering, and City staff are recommending the project be awarded to the low bidder, Midstate Pipeline Maintenance, LLC, Belle, Missouri.

A motion was made by Bolin and seconded by Schneider 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. A

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VII. CLAIMS and/or FISCAL TRANSACTIONS (continued)

(A) Motion Awarding Bid for Project 473 – Vichy Road Wastewater Plant Improvements; and, a Motion Accepting DBE Efforts for Same (continued): roll call vote on the motion showed the following: Ayes; Murphey, Allen, Bolin, Schneider, Ruder, Meusch, Jordan, Eberly, Rohter, Schott, and Crowell. Nays; None. Absent; None. Motion carried.

A motion was made by Jordan and seconded by Bolin 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. A roll call vote on the motion showed the following: Ayes; Bolin, Jordan, Ruder, Schott, Allen, Murphey, Crowell, Meusch, Rohter, Eberly, and Schneider. Nays; None. Absent; None. Motion carried.

(B) Motion Awarding Bid for Project 473 – Southeast Wastewater Plant Improvements; and, a Motion Accepting DBE Efforts for Same: Public Works Director Steve Hargis referred the Council to the letter, included in the agenda materials, recommending the bid be awarded to the low bidder, McClanahan Construction Co., Rogersville, Missouri, for \$14,156,988.99.

A motion was made by Schneider and seconded by Schott 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. A roll call vote on the motion showed the following: Ayes; Allen, Murphey, Bolin, Schneider, Rohter, Meusch, Jordan, Eberly, Crowell, Schott, and Ruder. Nays; None. Absent; None. Motion carried.

A motion was made by Schott and seconded by Murphey to accept McClanahan Construction Company's DBE utilization positive efforts with respect to the Southeast Wastewater Treatment Plan Improvements as satisfactory consistent with regulatory requirements. A roll call vote on the motion showed the following: Ayes; Meusch, Schott, Ruder, Schneider, Allen, Murphey, Crowell, Rohter, Jordan, Eberly, and Bolin. Nays; None. Absent; None. Motion carried.

(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 reported that bids were obtained for the FY 2020 Phase II Asphalt Improvements. This phase would overlay Lions Club Drive from Route 63 to Route 72, Pebble Stone Lane from Rolla Street to Lions Club

APRIL 6, 2020

I.A.10.

COUNCIL MEETING MINUTES

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VII. CLAIMS and/or FISCAL TRANSACTIONS (continued)

(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 (continued): Drive, a short section of Bridge School Road near A-1 Pump and a small portion of Mossman Lane. Mr. Pryor said staff recommends the bid be awarded to the low bidder, Melrose Quarry and Asphalt Supply, LLC for \$309,630.06.

Mr. Pryor added that in the past the City has experienced problems with Melrose's quality of asphalt. However, they are now purchasing their asphalt from a MoDOT (Missouri Department of Transportation) approved supplier. Staff feels comfortable recommending the bid be awarded to Melrose Quarry.

A motion was made by Allen and seconded by Schott to award the bid for Project 505 – FY 2020 Phase II, Asphalt Improvements to the low bidder, Melrose Quarry and Asphalt Supply for \$309,630.06. A roll call vote on the motion showed the following: Ayes; Rohter, Crowell, Murphey, Schott, Schneider, Ruder, Allen, Jordan, Eberly, Bolin, and Meusch. Nays; None. Absent; None. 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 MELROSE QUARRY & ASPHALT SUPPLY, LLC, FOR FY 2020 PHASE II ASPHALT IMPROVEMENTS, PROJECT #505.

VIII. CITIZEN COMMUNICATION

(A) Open Citizen Communication: Mayor Magdits opened the floor to anyone wishing to address the Council. No one present responded.

(B) Ms. Katie Wood - Greyhound Bus Lines/Homeless Concerns: Mayor Magdits said Ms. Wood decided not to come before Council. He explained her concern is the Greyhound Bus Depot and the number of what she refers to as the "homeless" or "transients" that are being dropped off and causing some problems with her, her business, and her employees. Mayor Magdits told the Council the City is not in a position to not allow a Greyhound Bus depot. On that basis, Ms. Wood has decided she did not need to come before City Council.

APRIL 6, 2020

I.A.11.

IX. MAYOR/CITY COUNCIL COMMENTS

(A) Citizen Petition: Mayor Magdits commented on a citizen petition he received, which expressed a concern about the health of our community along with the potential extenuating circumstances brought on by the coronavirus. He noted the petition received was prepared by the “Rolla for Bernie 2020” committee, which is an online petition sponsored by www.change.org, which as of yesterday had approximately 350 signatures. Mayor Magdits said the document calls on him to take action on ten different items. Several of those issues were done last week with staff’s recommendations to Council and their action. Several of the issues related to utilities. Lastly, several issues related to rent and mortgages, which the Mayor said he does not believe action by him is necessary at this time.

Mayor Magdits said he wanted to let those who signed the petition know that he is respectful of the action they have taken and he has reviewed each of the ten issues outlined.

(B) Sales Tax Revenue: Councilman Meusch noted the Stay at Home Order/Coronavirus is going to have an impact on the City’s sales tax revenue. He asked if City Administration has put any thought into it.

Mayor Magdits said he and City Administrator John Butz discussed this issue today. Staff is running the numbers, but the biggest concern is probably going to be in the General Fund. There are not a lot of options with it. Mayor Magdits said some of the capital expenditures in other funds can be pushed out further and projects delayed. The General Fund is very susceptible.

Councilman Schott asked if any aid is available to municipalities from the Federal Government that would involve either any emergency work that is happening now or any of the things that are happening in the City because of this.

Mayor Magdits said we do not know, but we are not waiting and are not counting on it. The Finance Department has been putting in account numbers so as expenses are incurred, they will be allocated to particular accounts so if the day comes when we can get reimbursement, we have the numbers available.

(C) Appreciation: Councilman Schott thanked Environmental Services Director Brady Wilson and his staff for their work during the citywide spring cleanup on Saturday. He said it is much appreciated. He also expressed his appreciation to the public safety professionals for their work during this time.

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X. COMMENTS FOR THE GOOD OF THE ORDER

None.

XI. CLOSED SESSION

None.

XII. ADJOURNMENT

Having no further business, the meeting adjourned at approximately 7:56 p.m.

Minutes respectfully submitted by City Clerk Carol Daniels.

CITY CLERK

MAYOR

APRIL 6, 2020

I.A.13.

**ROLLA CITY COUNCIL MEETING MINUTES
MONDAY, APRIL 20, 2020; 6:30 P.M.
ROLLA CITY HALL COUNCIL CHAMBERS
901 NORTH ELM STREET**

Presiding: Mayor Louis J. Magdits, IV

Council Members in Attendance via Zoom Videoconferencing: Rachel Schneider, Monty Jordan, Matthew Crowell, Ann Murphey, Jacob Rohter, David Schott, Jody Eberly, John Meusch, Marie Allen, and Christine Ruder

Council Members in Physical Attendance: Ann Murphey

Council Members Absent: Carrolyn Bolin

Department Directors in Attendance via Zoom Videoconferencing: Community Development Director Steve Flowers, Parks Director Floyd Jernigan, Public Works Director Steve Hargis, Interim Recreation Center Director Marci Fairbanks, Finance Director Steffanie Rogers, and Fire Chief Ron Smith

Department Directors in Physical Attendance: Police Chief Sean Fagan, Environmental Services Director Brady Wilson

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

Other City Officials in Attendance via Zoom Videoconferencing: City Engineer Darin Pryor

The invocation was given by a member of the Rolla Ministerial Alliance.

Mayor Magdits called the meeting to order at approximately 6:33 p.m. and asked Councilwoman Ann Murphey to lead in the Pledge of Allegiance.

I. PUBLIC HEARINGS

None.

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IA. 14.

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II. SPECIAL PRESENTATIONS

(A) Overview of Fiscal Year 2019 City of Rolla Independent Audit and a Motion Accepting the Audit: Finance Director Steffanie Rogers introduced Mr. Michael Keenan, CPA, (via Zoom Teleconferencing), Senior Manager with Cochran Head Vick and Co., P.C. who provided an overview of the City's FY 2019 audit report. He pointed out the City received an unmodified opinion, which is the highest form of assurance a city or entity can receive on its financial statements.

A motion was made by Murphey and seconded by Eberly to accept the fiscal year 2019 independent audit, as presented. A roll call vote on the motion showed the following: Ayes; Jordan, Ruder, Schneider, Allen, Murphey, Crowell, Meusch, Rohter, Eberly, and Schott. Nays; None. Absent; Bolin. Motion carried.

III. OLD BUSINESS

(A) Ordinance Authorizing the Mayor to Execute an Agreement with HDR Engineering For Southeast and Vichy Road WWTP Improvements (Task Order 12): Public Works Director Steve Hargis asked the Council to consider the final reading of the ordinance authorizing the Mayor to enter into a contract for \$1,955,968 with HDR Engineering. The subject contract pertains to the construction phase of the Southeast and Vichy Road Waste Water Treatment plants. Mr. Hargis noted the total awards on this project were \$3,364,989. He reported the City received concurrence from the Department of Natural Resources to publish the notice of award, which has been done.

City Counselor Lance Thurman read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4551: 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. A motion was made by Schott and seconded by Schneider to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Allen, Murphey, Schneider, Ruder, Meusch, Rohter, Eberly, Crowell, Schott, and Jordan. Nays; None. Absent; Bolin. Motion carried. The ordinance passed.

APRIL 20, 2020

I. A. 15.

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III. OLD BUSINESS (continued)

(B) Ordinance Authorizing the Mayor to Enter into an Agreement with Melrose Quarry and Asphalt Supply for Project 505 – FY 2020 Phase II Asphalt Improvements: City Engineer Darin Pryor recalled that during its last meeting, the Council awarded the bid for Phase II Asphalt Improvements, to the low bidder, Melrose Quarry and Asphalt Supply for \$309,630.06. Additionally, the first reading of the subject ordinance was conducted. Mr. Pryor asked the Council to consider the final reading of the proposed ordinance, which would authorize the Mayor to enter into an agreement with Melrose Asphalt for this project.

City Counselor Lance Thurman read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4552: 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. A motion was made by Schneider and seconded by Murphey to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Crowell, Schott, Ruder, Schneider, Jordan, Murphey, Meusch, Rohter, Eberly, and Allen. Nays; None. Absent; Bolin. Motion carried. The ordinance passed.

IV. NEW BUSINESS

(A) Motion Approving Use of Rolla National Airport Fields for Greek Week Games September 12 & 19, 2020, with Beer Sales: City Administrator John Butz informed the Council that Mr. Chris Steinbach, Chair of the Missouri S&T Interfraternity Council, has requested the use of the Rolla National Airport fields for the Annual Greek Week Games in September. Mr. Butz noted Council's approval would also authorize beer sales. He explained the students participating in this event are shuttled to and from the Airport grounds.

A motion was made by Schneider and seconded by Eberly to approve the use of the Rolla National Airport Fields for the Greek Week Games, with beer sales, on September 12 and 19, 2020. A roll call vote on the motion showed the following: Ayes; Eberly, Allen, Murphey, Schneider, Ruder, Meusch, Jordan, Crowell, Schott, and Rohter. Nays; None. Absent; Bolin. Motion carried.

APRIL 20, 2020

I A. 16.

V. CLAIMS and/or FISCAL TRANSACTIONS

(A) Motion Authorizing the Purchase of a Solid Waste Automated Collection System: Environmental Services Director Brady Wilson began by first reporting on the citywide spring cleanup, which was held on April 4, 2020. He informed the Council that 158 tons of waste were picked up, which is a new record. Twenty-seven employees worked that day and ten trash trucks were in operation.

Mr. Wilson told the Council the industry has been trending towards “automated” collection systems and this is due to employee turnover, employee injuries, and limited qualified workforce. He said that after considering the advantages of an automated collection system, he is recommending the City embark on a pilot project for a portion of the residential service. Initially, he said the pilot project would likely service 20-25% of the city’s residential customers.

A motion was made by Schott and seconded by Rohter to authorize the purchase from Armor Equipment, Arnold, Missouri, a Heil 20-yard Half Pack Odyssey on a 2021 Mack chassis with Curotto Can for \$314,702 plus an Optional second Curotto Can for a price of \$33,238, for a total purchase price of \$347,940. A roll call vote on the motion showed the following: Ayes; Schneider, Rohter, Ruder, Jordan, Murphey, Schott, Crowell, Meusch, Allen, and Eberly. Nays; None. Absent; Bolin. Motion carried.

(B) Motion Awarding Bid for Refuse Carts: Environmental Services Director Brady Wilson asked the Council to consider the purchase of 1,900, 95-gallon carts and 100, 35-gallon carts for the automated collection pilot project. He said staff is recommending the purchase of the Schaefer Carts alternate bid of \$86,675, which includes assembly and distribution.

A motion was made by Schott and seconded by Murphey to award the bid for 1,900, 95-gallon carts and 100, 35-gallon carts for the automated collection pilot project to Schaefer Carts (alternate) for \$86,675. A roll call vote on the motion showed the following: Ayes; Schott, Meusch, Jordan, Schneider, Ruder, Allen, Murphey, Crowell, Eberly, and Rohter. Nays; None. Absent; Bolin. Motion carried.

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VI. MAYOR/CITY COUNCIL COMMENTS

(A) Motion Appointing Mr. Kevin Crider to the Planning and Zoning Commission to Complete the Unexpired Term of Mr. Ray Schweikhardt (June 2022): A motion was made by Jordan and seconded by Meusch to appoint Mr. Kevin Crider to the Planning and Zoning Commission to complete the unexpired term of Mr. Ray Schweikhardt (June 2022). A voice vote on the motion showed ten ayes, zero nays, and one absent. Motion carried.

VII. CITIZEN COMMUNICATION

Mayor Magdits opened the floor to anyone wishing to address the Council.

Mr. Nicholas Barrack, 1297 Highway O, Rolla, Missouri, said he is representing some, if not most, of the small businesses in the Rolla community. He referred the Council to an up-to-date “Chart of Weekly Total of Added COVID-19 Cases Per Million Population” that he provided to Council. Mr. Barrack noted there are five weeks of data and it shows that Missouri is now over the hump and that 40 out of 50 states have now had less new cases last week than the week before.

Mr. Barrack said we know there is nobody with COVID-19 hospitalized at Phelps Health and there has not been, and the virus is not going away anytime soon and we will have to learn to live with it. He said the rate of new confirmed cases per week is decreasing in Missouri and in almost every state. Mr. Barrack concluded by asking the Council to conduct the first reading of an ordinance to rescind Rolla’s stay-at-home order on May 3, the same day as the State’s stay-at-home order is lifted.

Council discussion followed. No one else present addressed the Council.

Mayor Magdits told the Council that he and Mr. Butz plan to come back at the May 4, 2020, meeting with a recommendation in concert with the Health Department and Phelps Health.

APRIL 20, 2020

I.A.18.

COUNCIL MEETING MINUTES
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VIII. COMMENTS FOR THE GOOD OF THE ORDER

(A) Councilman Schott: Councilman Schott reported he was contacted by a constituent who plans to move out of a rental in a few months. He noted the constituent works at Fort Leonard Wood, but currently works from home. Mr. Schott said the rental company wants to show the house to prospective renters, but the current renter is concerned because of the pandemic. He asked if there is any guidance in this respect.

City Counselor Lance Thurman said there is nothing the City can do about this. He said it is a contractual matter between two parties and the City has no business getting involved in this discussion at all.

(B) High Grass: Councilman Schott reminded residents to mow their lawns. He also encouraged residents to assist their neighbors in either cutting their grass or helping them with things they may need during the pandemic.

(C) Residents in Need: Councilman Schott asked for suggestions where folks might obtain assistance.

Mayor Magdits noted the food bank of central Missouri would be a good source.

Councilman Schott asked that people contact him with any other organizations that are helping at this time.

IX. CLOSED SESSION

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

The Council adjourned into Closed Session at approximately 7:50 p.m.

APRIL 20, 2020

IA.19.

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X. CLOSED SESSION ACTION

The Council reconvened into open session at approximately 8:04 p.m.

City Counselor Lance Thurman reported that during Closed Session the Council discussed two matters of real estate. No final action was taken.

XI. ADJOURNMENT

Having no further business, the meeting adjourned at approximately 8:05 p.m.

Minutes respectfully submitted by City Clerk Carol Daniels.

CITY CLERK

MAYOR

APRIL 20, 2020

I.A. 20.

MARCH MATERIALS COLLECTED & SHIPPED FROM RECYCLING CENTER

(Based on Calendar Year)

Material	Mar 2020	Feb 2020	Mar 2019	Year-to-Date 2020	Year-to-Date 2019	Yearly Total 2019
Cardboard	128.0 ton	124.8 ton	108.0 ton	382.0 ton	382.3 ton	1,610.6 ton
Newspaper	41.5 ton	36.9 ton	17.0 ton	134.9 ton	74.5 ton	405.1 ton
High Grade Paper	0.0 ton	0.0 ton	22.0 ton	21.5 ton	65.0 ton	226.6 ton
Aluminum	0.0 ton	2.0 ton	0.0 ton	4.1 ton	0.0 ton	12.6 ton
Steel Cans/Scrap Metal	3.5 ton	3.9 ton	4.1 ton	14.6 ton	14.2 ton	53.8 ton
Plastic	0.0 ton	20.2 ton	11.0 ton	30.7 ton	32.1 ton	104.8 ton
Glass	45.0 ton	0.0 ton	0.0 ton	62.5 ton	59.6 ton	230.7 ton
Batteries	0.0 ton	0.0 ton	0.0 ton	0.8 ton	0.0 ton	0.0 ton
Electronic Waste	3.2 ton	4.3 ton	0.0 ton	15.0 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	221.2 ton	192.1 ton	162.1 ton	666.2 ton	634.9 ton	2,698.2 ton

SERVICES PROVIDED

Type of Service	Mar 2020	Feb 2020	Mar 2019	Year-to-Date 2020	Year-to-Date 2019	Yearly Total 2019
Special Pick-ups	55	40	36	147	127	687
Paper Shredding	3.5 hours	4.5 hours	4.8 hours	15.8 hours	18.8 hours	59.5 hours
Reported Trash Nuisances	17	13	18	77	84	304
Households Dropping Off Hazardous Waste	48	57	89	179	226	1109

DISPOSAL TONNAGE

(Sanitation Division)

Material	Mar 2020	Feb 2020	Mar 2019	Year-to-Date 2020	Year-to-Date 2019	Yearly Total 2019
Refuse	1,393.5 ton	1,255.3 ton	1,300.2 ton	3,924.4 ton	3,829.5 ton	15,326.9 ton

R. A. I.

PARK FINANCIAL ANALYSIS (UNAUDITED) - MARCH

DESCRIPTION	February-19		February-20		March-19		March-20		PREVIOUS YTD ACTUAL	CURRENT YTD ACTUAL	FY 19-20 BUDGET
Administration											
Revenue											
Reimbursements/donations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sale of Property	\$ -	\$ -	\$ -	\$ -	\$ 7,005.00	\$ -	\$ -	\$ -	\$ 7,212.00	\$ -	\$ -
Total Revenue	\$ -	\$ -	\$ -	\$ -	\$ 7,005.00	\$ -	\$ -	\$ -	\$ 7,212.00	\$ -	\$ -
Expenses											
Personnel	\$ 8,944.19	\$ 8,699.93	\$ 10,323.95	\$ 8,198.39	\$ 10,323.95	\$ 8,198.39	\$ 8,198.39	\$ 54,882.79	\$ 60,689.69	\$ 129,980.00	
Supplies	\$ 255.37	\$ 80.06	\$ 485.00	\$ 184.53	\$ 485.00	\$ 184.53	\$ 184.53	\$ 1,402.65	\$ 545.42	\$ 3,250.00	
Services	\$ 438.49	\$ 1,133.71	\$ 1,721.67	\$ 927.91	\$ 1,721.67	\$ 927.91	\$ 927.91	\$ 24,597.69	\$ 26,440.15	\$ 37,000.00	
Maintenance	\$ 417.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 417.50	\$ -	\$ 600.00	
Total Expenses	\$ 10,055.55	\$ 9,913.70	\$ 12,530.62	\$ 9,310.83	\$ 12,530.62	\$ 9,310.83	\$ 9,310.83	\$ 81,300.63	\$ 87,675.26	\$ 170,830.00	
Administration Revenue over Expenses	\$ (10,055.55)	\$ (9,913.70)	\$ (5,525.62)	\$ (9,310.83)	\$ (5,525.62)	\$ (9,310.83)	\$ (9,310.83)	\$ (74,088.63)	\$ (87,675.26)	\$ (170,830.00)	
Maintenance											
Revenue											
Reimburse/Donation	\$ -	\$ -	\$ 60.09	\$ -	\$ 60.09	\$ -	\$ -	\$ 165.52	\$ -	\$ -	\$ -
Rentals	\$ 2,680.00	\$ -	\$ 170.00	\$ -	\$ 170.00	\$ -	\$ -	\$ 7,840.00	\$ -	\$ -	\$ -
Misc	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue	\$ 2,680.00	\$ -	\$ 230.09	\$ -	\$ 230.09	\$ -	\$ -	\$ 8,005.52	\$ -	\$ -	\$ -
Expenses											
Personnel	\$ 11.62	\$ -	\$ 11.62	\$ -	\$ 11.62	\$ -	\$ -	\$ 11,578.91	\$ (57.67)	\$ -	\$ -
Supplies	\$ 22.69	\$ 30.79	\$ 24.02	\$ 30.89	\$ 24.02	\$ 30.89	\$ 30.89	\$ 106.15	\$ 145.05	\$ -	\$ -
Services	\$ 288.37	\$ 68.28	\$ 197.23	\$ 1,072.72	\$ 197.23	\$ 1,072.72	\$ 1,072.72	\$ 1,822.24	\$ 3,025.29	\$ -	\$ -
Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 185.85	\$ 68.84	\$ -	\$ -
Total Expenses	\$ 322.68	\$ 99.07	\$ 232.87	\$ 1,103.61	\$ 232.87	\$ 1,103.61	\$ 1,103.61	\$ 13,693.15	\$ 3,181.51	\$ -	\$ -
Maintenance Revenue over Expenses	\$ 2,357.32	\$ (99.07)	\$ (2.78)	\$ (1,103.61)	\$ (2.78)	\$ (1,103.61)	\$ (1,103.61)	\$ (5,687.63)	\$ (3,181.51)	\$ -	\$ -
Parks											
Revenue											
Charges for Services	\$ 170.00	\$ 30.00	\$ 90.00	\$ 60.00	\$ 90.00	\$ 60.00	\$ 60.00	\$ 3,990.00	\$ 335.00	\$ 1,000.00	
Cemetery Burial Fees	\$ 1,610.00	\$ 3,860.00	\$ 690.00	\$ 1,510.00	\$ 690.00	\$ 1,510.00	\$ 1,510.00	\$ 12,000.00	\$ 11,590.00	\$ 33,000.00	
Reimburse/Donation	\$ -	\$ -	\$ 815.26	\$ -	\$ 815.26	\$ -	\$ -	\$ 3,148.45	\$ 950.00	\$ 4,400.00	
Pavillion Reservation	\$ 100.00	\$ 70.00	\$ 1,115.00	\$ 400.00	\$ 1,115.00	\$ 400.00	\$ 400.00	\$ 1,415.00	\$ 560.00	\$ 3,600.00	
Eugene Northern Rentals	\$ -	\$ 800.00	\$ -	\$ 20.00	\$ -	\$ 20.00	\$ 20.00	\$ 1,220.00	\$ 6,550.00	\$ 13,500.00	
Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Revenue	\$ 1,880.00	\$ 4,760.00	\$ 2,710.26	\$ 1,990.00	\$ 2,710.26	\$ 1,990.00	\$ 1,990.00	\$ 21,771.45	\$ 19,985.00	\$ 55,500.00	
Expenses											
Personnel	\$ 23,225.33	\$ 20,756.28	\$ 26,534.33	\$ 20,712.13	\$ 26,534.33	\$ 20,712.13	\$ 20,712.13	\$ 163,263.89	\$ 186,851.92	\$ 453,250.00	
Supplies	\$ 3,154.05	\$ 2,311.65	\$ 2,310.60	\$ 2,156.30	\$ 2,310.60	\$ 2,156.30	\$ 2,156.30	\$ 14,051.74	\$ 13,555.23	\$ 30,800.00	
Services	\$ 1,128.81	\$ 954.92	\$ 2,505.96	\$ 11,820.01	\$ 2,505.96	\$ 11,820.01	\$ 11,820.01	\$ 9,461.34	\$ 41,452.21	\$ 45,900.00	
Maintenance	\$ 2,396.79	\$ 6,635.44	\$ 4,578.79	\$ 9,456.67	\$ 4,578.79	\$ 9,456.67	\$ 9,456.67	\$ 32,184.89	\$ 45,979.77	\$ 95,500.00	
Total Expenses	\$ 29,904.98	\$ 30,658.29	\$ 35,929.68	\$ 44,145.11	\$ 35,929.68	\$ 44,145.11	\$ 44,145.11	\$ 218,961.86	\$ 287,839.13	\$ 625,450.00	
Parks Revenue over Expenses	\$ (28,024.98)	\$ (25,898.29)	\$ (33,219.42)	\$ (42,155.11)	\$ (33,219.42)	\$ (42,155.11)	\$ (42,155.11)	\$ (197,190.41)	\$ (267,854.13)	\$ (569,950.00)	

IV. B.

PARK FINANCIAL ANALYSIS (UNAUDITED) - MARCH

DESCRIPTION	February-19		February-20		March-19		March-20		PREVIOUS YTD ACTUAL	CURRENT YTD ACTUAL	FY 19-20 BUDGET
Rollia Dog Park											
Revenue											
Reimburse/Donations/Programs	\$ 1.86	\$ -	\$ -	\$ 2.05	\$ -	\$ -	\$ -	\$ -	\$ 626.24	\$ -	\$ -
Total Revenue	\$ 1.86	\$ -	\$ -	\$ 2.05	\$ -	\$ -	\$ -	\$ -	\$ 626.24	\$ -	\$ -
Expenses											
Total Expenses	\$ 1,654.00	\$ 69.20	\$ 69.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,291.65	\$ 69.20	\$ -
Rollia Dog Park Revenue over Expenses	\$ (1,652.14)	\$ (69.20)	\$ (69.20)	\$ 2.05	\$ -	\$ -	\$ -	\$ -	\$ (1,665.41)	\$ (69.20)	\$ -
Splashzone											
Revenue											
Reimburse/Donations/Programs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Resale	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300.00
Passes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 475.00	\$ -	\$ 56,000.00
Rentals	\$ -	\$ -	\$ -	\$ 600.00	\$ 300.00	\$ -	\$ -	\$ -	\$ 600.00	\$ 560.00	\$ 10,000.00
Misc	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,700.00
Concessions	\$ -	\$ 450.00	\$ 450.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 490.00	\$ 20,000.00
Total Revenue	\$ -	\$ 450.00	\$ 450.00	\$ 600.00	\$ 300.00	\$ -	\$ -	\$ -	\$ 1,075.00	\$ 1,050.00	\$ 88,000.00
Expenses											
Persomnel	\$ 325.89	\$ -	\$ -	\$ 455.90	\$ -	\$ -	\$ -	\$ -	\$ 11,520.13	\$ 1,850.14	\$ 62,100.00
Supplies	\$ 498.62	\$ 632.38	\$ 632.38	\$ 530.74	\$ 714.77	\$ -	\$ -	\$ -	\$ 3,900.58	\$ 3,662.80	\$ 37,200.00
Services	\$ 493.58	\$ 70.38	\$ 70.38	\$ 10.12	\$ 605.61	\$ -	\$ -	\$ -	\$ 1,359.89	\$ 1,715.53	\$ 12,800.00
Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 435.15	\$ 2,044.47	\$ 12,100.00
Total Expenses	\$ 1,318.09	\$ 702.76	\$ 702.76	\$ 996.76	\$ 1,320.38	\$ -	\$ -	\$ -	\$ 17,215.75	\$ 9,272.94	\$ 124,200.00
Splashzone Revenue over Expenses	\$ (1,318.09)	\$ (252.76)	\$ (252.76)	\$ (396.76)	\$ (1,020.38)	\$ -	\$ -	\$ -	\$ (16,140.75)	\$ (8,222.94)	\$ (36,200.00)
Outdoor Recreation											
Revenue											
Reimburse/Donation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Recreation Program Fees	\$ 425.00	\$ 664.00	\$ 664.00	\$ 492.75	\$ 211.75	\$ -	\$ -	\$ -	\$ 4,281.90	\$ 3,057.20	\$ 12,000.00
Resale	\$ 200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ -
Ballfield User Fees	\$ -	\$ 365.00	\$ 365.00	\$ 555.00	\$ 462.50	\$ -	\$ -	\$ -	\$ 4,653.00	\$ 7,321.50	\$ 28,000.00
Batting Cage Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 92.75	\$ -	\$ -
Misc Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Concessions	\$ -	\$ 450.00	\$ 450.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,611.07	\$ 2,374.51	\$ 18,000.00
Total Revenue	\$ 625.00	\$ 1,479.00	\$ 1,479.00	\$ 1,047.75	\$ 674.25	\$ -	\$ -	\$ -	\$ 10,838.72	\$ 12,753.21	\$ 58,000.00
Expenses											
Persomnel	\$ 6,451.15	\$ 2,886.66	\$ 2,886.66	\$ 7,109.30	\$ 4,779.16	\$ -	\$ -	\$ -	\$ 53,958.80	\$ 15,108.63	\$ 100,870.00
Supplies	\$ 122.23	\$ 85.54	\$ 85.54	\$ 114.29	\$ 1,315.38	\$ -	\$ -	\$ -	\$ 2,059.80	\$ 2,964.94	\$ 25,840.00
Services	\$ 78.77	\$ 252.12	\$ 252.12	\$ 47.77	\$ 467.62	\$ -	\$ -	\$ -	\$ 1,784.14	\$ 3,309.64	\$ 21,900.00
Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60.49	\$ 65.00	\$ 500.00
Total Expenses	\$ 6,652.15	\$ 3,224.32	\$ 3,224.32	\$ 7,271.36	\$ 6,562.16	\$ -	\$ -	\$ -	\$ 57,863.23	\$ 21,438.21	\$ 149,110.00

IV. B. 2.

THE CENTRE FINANCIAL ANALYSIS (UNAUDITED) - MARCH

GUEST SERVICES

Revenue
 Reimbursements/donations
 Passes
 Day Passes
 Programs
 Resale
 Rentals
 Misc.
 Concessions

	February-19	February-20	March-19	March-20	2019 YTD ACTUAL	2020 YTD ACTUAL	50% YTD BUDGET	% MONTHLY BUDGET	2020 BUDGET
	\$ 47,241.96	\$ 38,147.83	\$ 48,437.39	\$ 28,536.94	\$ 312,150.45	\$ 221,214.65	\$ 313,500.00	0.00%	\$ 627,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	70.56%	\$ -
	\$ 377.50	\$ 215.00	\$ 1,020.00	\$ 5.00	\$ 3,243.54	\$ 998.00	\$ 1,250.00	0.00%	\$ -
	\$ 171.85	\$ 54.00	\$ 134.80	\$ 64.00	\$ 750.35	\$ 542.50	\$ 1,250.00	79.84%	\$ 2,500.00
	\$ 1,225.00	\$ 4,061.00	\$ 1,925.00	\$ (274.50)	\$ 10,282.50	\$ 12,562.00	\$ 9,000.00	43.40%	\$ 18,000.00
	\$ 8.00	\$ 125.00	\$ 40.00	\$ 25.00	\$ 977.00	\$ 369.00	\$ 500.00	139.58%	\$ 1,000.00
	\$ 722.57	\$ 1,266.77	\$ 658.43	\$ 357.10	\$ 4,239.05	\$ 2,943.17	\$ 4,400.00	73.80%	\$ 8,800.00
Total Revenue	\$ 49,746.88	\$ 43,869.60	\$ 52,215.62	\$ 28,713.54	\$ 331,642.89	\$ 238,629.32	\$ 329,900.00	66.89%	\$ 659,800.00
	\$ 9,174.61	\$ 8,213.86	\$ 9,379.06	\$ 7,810.12	\$ 42,450.58	\$ 44,412.70	\$ 54,150.00	82.02%	\$ 108,300.00
	\$ 868.24	\$ 456.69	\$ 71.63	\$ (42.96)	\$ 2,312.82	\$ 2,176.83	\$ 2,925.00	74.42%	\$ 5,850.00
	\$ 179.04	\$ 20.14	\$ 203.83	\$ 783.53	\$ 1,883.38	\$ 3,084.72	\$ 9,875.00	31.24%	\$ 19,750.00
	\$ -	\$ -	\$ -	\$ -	\$ 271.68	\$ -	\$ 125.00	0.00%	\$ 250.00
Total Expenses	\$ 10,221.89	\$ 8,690.69	\$ 9,654.52	\$ 8,550.69	\$ 46,918.46	\$ 49,674.25	\$ 67,075.00	68.75%	\$ 134,150.00
	\$ 39,524.99	\$ 35,178.91	\$ 42,561.10	\$ 20,162.85	\$ 284,724.43	\$ 188,955.07	\$ 262,825.00	68.14%	\$ 525,650.00
RECREATION									
Revenue									
Recreation Programs									
Day Passes	\$ 10,843.50	\$ 6,846.50	\$ 13,713.75	\$ 2,890.75	\$ 59,811.30	\$ 48,135.75	\$ 88,650.00	54.30%	\$ 177,300.00
	\$ 3,707.01	\$ 2,084.00	\$ 4,387.00	\$ 1,975.00	\$ 21,305.01	\$ 16,426.50	\$ 19,000.00	86.46%	\$ 38,000.00
Total Revenue	\$ 14,550.51	\$ 8,930.50	\$ 18,100.75	\$ 4,865.75	\$ 81,116.31	\$ 64,562.25	\$ 107,650.00	60.06%	\$ 215,300.00
	\$ 8,981.07	\$ 4,157.30	\$ 10,010.24	\$ 3,413.46	\$ 44,020.91	\$ 47,908.89	\$ 79,765.00	60.06%	\$ 159,530.00
	\$ 1,040.07	\$ 2,631.56	\$ 875.47	\$ 2,145.03	\$ 7,567.79	\$ 16,211.86	\$ 10,340.00	156.79%	\$ 20,660.00
	\$ 484.17	\$ 12.52	\$ 865.76	\$ 809.79	\$ 2,876.79	\$ 2,911.13	\$ 6,162.50	47.24%	\$ 12,325.00
	\$ 42.90	\$ -	\$ 363.71	\$ -	\$ 486.54	\$ -	\$ 250.00	0.00%	\$ 500.00
Total Expenses	\$ 10,548.21	\$ 6,801.38	\$ 12,115.18	\$ 6,368.28	\$ 54,952.03	\$ 67,031.88	\$ 96,517.50	68.46%	\$ 193,035.00
Recreation Revenue over Expenses	\$ 4,002.30	\$ 2,129.12	\$ 5,985.57	\$ (1,502.53)	\$ 26,164.28	\$ (2,469.63)	\$ 11,132.50	11.11%	\$ 22,265.00
AQUATICS									
Revenue									
Aquatic Programs									
Aquatic Day Pass	\$ 5,786.00	\$ 7,890.50	\$ 8,039.50	\$ 4,522.19	\$ 35,789.90	\$ 37,086.94	\$ 45,750.00	81.06%	\$ 91,500.00
	\$ 2,910.00	\$ 2,932.00	\$ 5,184.00	\$ 1,961.00	\$ 15,560.00	\$ 11,403.99	\$ 20,000.00	57.02%	\$ 40,000.00
Total Revenue	\$ 8,696.00	\$ 10,822.50	\$ 13,223.50	\$ 6,483.19	\$ 51,349.90	\$ 48,490.93	\$ 65,750.00	73.88%	\$ 131,500.00
	\$ 13,588.40	\$ 15,099.14	\$ 14,830.79	\$ 17,056.46	\$ 79,828.13	\$ 90,571.33	\$ 94,725.00	95.62%	\$ 189,450.00
	\$ 468.04	\$ 8,232.39	\$ 572.33	\$ 8,030.71	\$ 1,500.51	\$ 41,368.82	\$ 2,580.00	1604.22%	\$ 5,160.00
	\$ 405.37	\$ 583.42	\$ 935.77	\$ 1,400.85	\$ 2,978.70	\$ 6,519.34	\$ 6,600.00	98.78%	\$ 13,200.00
	\$ 440.58	\$ 690.00	\$ 9.48	\$ -	\$ 13,598.49	\$ 6,297.25	\$ 16,100.00	39.11%	\$ 32,200.00
Total Expenses	\$ 14,902.39	\$ 24,604.95	\$ 16,348.37	\$ 26,488.12	\$ 97,995.83	\$ 144,776.74	\$ 120,005.00	73.88%	\$ 240,010.00
Aquatics Revenue over Expenses	\$ (6,204.39)	\$ (13,782.45)	\$ (3,124.87)	\$ (20,004.93)	\$ (46,555.93)	\$ (96,285.81)	\$ (54,255.00)	73.88%	\$ (108,510.00)

H.C.I.

THE CENTRE FINANCIAL ANALYSIS (UNAUDITED) - MARCH

DESCRIPTION

FITNESS

Revenue
 Fitness Programs
 Fitness Day Pass

Expenses

Personnel
 Supplies
 Services
 Maintenance

Total Revenue
 Total Expenses
 Fitness Revenue over Expenses

ADMINISTRATION

Revenue
 Advertising Sponsorships
 Reimbursement

Total Revenue

Expenses

Personnel
 Supplies
 Services
 Maintenance

Total Expenses
 Administration Revenue over Expenses

MAINTENANCE

Revenue
 Reimbursement

Total Revenue

MAINTENANCE

Expenses

Personnel
 Supplies
 Services
 Maintenance

Total Expenses
 Maintenance Revenue over Expenses

DESCRIPTION	February-19		February-20		March-19		March-20		2020 YTD ACTUAL	YTD BUDGET	% MONTHLY BUDGET	2020 BUDGET
FITNESS												
Revenue												
Fitness Programs	\$ 5,760.38	\$ 3,589.94	\$ 8,708.13	\$ 2,580.34	\$ 8,708.13	\$ 2,580.34	\$ 8,708.13	\$ 2,580.34	\$ 25,305.12	\$ 50,300.00	50.31%	\$ 100,600.00
Fitness Day Pass	\$ 194.00	\$ 138.57	\$ 242.00	\$ 71.00	\$ 242.00	\$ 71.00	\$ 242.00	\$ 71.00	\$ 1,060.57	\$ 2,250.00	47.14%	\$ 4,500.00
Total Revenue	\$ 5,954.38	\$ 3,728.51	\$ 8,950.13	\$ 2,651.34	\$ 8,950.13	\$ 2,651.34	\$ 8,950.13	\$ 2,651.34	\$ 26,365.69	\$ 52,550.00		\$ 105,100.00
Expenses												
Personnel	\$ 16,659.63	\$ 7,083.26	\$ 15,855.38	\$ 6,881.99	\$ 15,855.38	\$ 6,881.99	\$ 15,855.38	\$ 6,881.99	\$ 46,702.46	\$ 70,475.00	66.27%	\$ 140,950.00
Supplies	\$ 94.72	\$ 4,170.74	\$ 77.14	\$ 3,912.46	\$ 77.14	\$ 3,912.46	\$ 77.14	\$ 3,912.46	\$ 19,884.78	\$ 2,710.00	733.76%	\$ 5,420.00
Services	\$ 466.35	\$ 41.68	\$ 103.69	\$ 1,508.48	\$ 103.69	\$ 1,508.48	\$ 103.69	\$ 1,508.48	\$ 5,295.39	\$ 5,575.00	94.98%	\$ 11,150.00
Maintenance	\$ 1,030.00	\$ -	\$ 1,590.25	\$ -	\$ 1,590.25	\$ -	\$ 1,590.25	\$ -	\$ 294.39	\$ 2,600.00	11.32%	\$ 5,200.00
Total Expenses	\$ 18,250.70	\$ 11,295.68	\$ 17,626.46	\$ 12,302.93	\$ 17,626.46	\$ 12,302.93	\$ 17,626.46	\$ 12,302.93	\$ 72,177.02	\$ 81,360.00		\$ 162,720.00
Fitness Revenue over Expenses	\$ (12,490.32)	\$ (7,705.74)	\$ (8,918.33)	\$ (9,722.59)	\$ (8,918.33)	\$ (9,722.59)	\$ (8,918.33)	\$ (9,722.59)	\$ (46,871.90)	\$ (31,060.00)		\$ (62,120.00)
ADMINISTRATION												
Revenue												
Advertising Sponsorships	\$ -	\$ -	\$ 835.00	\$ -	\$ 835.00	\$ -	\$ 835.00	\$ -	\$ -	\$ 600.00	0.00%	\$ 1,200.00
Reimbursement	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ 550.00	\$ -	#DIV/0!	\$ -
Total Revenue	\$ -	\$ -	\$ 1,835.00	\$ -	\$ 1,835.00	\$ -	\$ 1,835.00	\$ -	\$ 550.00	\$ -		\$ 1,200.00
Expenses												
Personnel	\$ 14,700.61	\$ 9,702.02	\$ 16,265.96	\$ 9,147.66	\$ 16,265.96	\$ 9,147.66	\$ 16,265.96	\$ 9,147.66	\$ 64,822.36	\$ 88,400.00	73.33%	\$ 176,800.00
Supplies	\$ 20,377.22	\$ 2,741.62	\$ 20,451.74	\$ 2,512.38	\$ 20,451.74	\$ 2,512.38	\$ 20,451.74	\$ 2,512.38	\$ 17,953.01	\$ 104,250.00	17.22%	\$ 208,500.00
Services	\$ 4,041.89	\$ 5,294.90	\$ 3,136.08	\$ 4,589.15	\$ 3,136.08	\$ 4,589.15	\$ 3,136.08	\$ 4,589.15	\$ 38,623.05	\$ 46,810.00	82.51%	\$ 93,620.00
Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,080.00	\$ 675.00	160.00%	\$ 1,350.00
Total Expenses	\$ 39,119.72	\$ 17,738.54	\$ 39,853.78	\$ 16,249.19	\$ 39,853.78	\$ 16,249.19	\$ 39,853.78	\$ 16,249.19	\$ 122,478.42	\$ 240,135.00		\$ 480,270.00
Administration Revenue over Expenses	\$ (39,119.72)	\$ (17,738.54)	\$ (38,018.78)	\$ (16,249.19)	\$ (38,018.78)	\$ (16,249.19)	\$ (38,018.78)	\$ (16,249.19)	\$ (121,928.42)	\$ (240,135.00)		\$ (479,070.00)
MAINTENANCE												
Revenue												
Reimbursement	\$ -	\$ 24.92	\$ 1,187.04	\$ 190.58	\$ 1,187.04	\$ 190.58	\$ 1,187.04	\$ 190.58	\$ 2,387.75	\$ 5,000.00	47.76%	\$ 10,000.00
Total Revenue	\$ -	\$ 24.92	\$ 1,187.04	\$ 190.58	\$ 1,187.04	\$ 190.58	\$ 1,187.04	\$ 190.58	\$ 2,387.75	\$ 5,000.00		\$ 10,000.00
Expenses												
Personnel	\$ 16,367.65	\$ 11,667.77	\$ 17,167.21	\$ 11,552.66	\$ 17,167.21	\$ 11,552.66	\$ 17,167.21	\$ 11,552.66	\$ 82,054.86	\$ 88,670.00	92.54%	\$ 177,340.00
Supplies	\$ 1,263.06	\$ 2,821.13	\$ 1,178.13	\$ 1,663.22	\$ 1,178.13	\$ 1,663.22	\$ 1,178.13	\$ 1,663.22	\$ 9,344.06	\$ 12,160.00	76.84%	\$ 24,320.00
Services	\$ 1,985.87	\$ 714.21	\$ 116.24	\$ 7,244.37	\$ 116.24	\$ 7,244.37	\$ 116.24	\$ 7,244.37	\$ 24,877.24	\$ 11,625.00	214.00%	\$ 23,250.00
Maintenance	\$ 4,191.13	\$ 5,597.77	\$ 5,706.33	\$ 5,820.84	\$ 5,706.33	\$ 5,820.84	\$ 5,706.33	\$ 5,820.84	\$ 16,968.55	\$ 13,150.00	129.04%	\$ 26,300.00
Total Expenses	\$ 23,807.71	\$ 20,800.88	\$ 24,167.91	\$ 26,281.09	\$ 24,167.91	\$ 26,281.09	\$ 24,167.91	\$ 26,281.09	\$ 133,244.71	\$ 125,605.00		\$ 251,210.00
Maintenance Revenue over Expenses	\$ (23,807.71)	\$ (20,775.96)	\$ (22,980.87)	\$ (26,090.51)	\$ (22,980.87)	\$ (26,090.51)	\$ (22,980.87)	\$ (26,090.51)	\$ (130,856.96)	\$ (120,605.00)		\$ (241,210.00)

IV. C. 2.

THE CENTRE FINANCIAL ANALYSIS (UNAUDITED) - MARCH

DESCRIPTION	February-19		February-20		March-19		March-20		2019 YTD ACTUAL		2020 YTD ACTUAL		50% YTD BUDGET		% MONTHLY BUDGET		2020 BUDGET		
Total Operating Revenues	\$ 78,949.77	\$ 67,376.03	\$ 95,512.04	\$ 42,904.40	\$ 527,943.76	\$ 380,985.94	\$ 560,850.00	\$ 1,122,900.00	67.93%	\$ 1,461,395.00	77%	\$ (338,495.00)	77%						
Total Operating Expenses	\$ 116,850.62	\$ 89,932.12	\$ 119,766.22	\$ 96,240.30	\$ 639,926.58	\$ 589,383.02	\$ 730,697.50	\$ 1,461,395.00	80.66%	\$ (338,495.00)	77%	\$ (169,847.50)	77%						
OPERATING REVENUES OVER EXPENSES	\$ (37,900.85)	\$ (22,556.09)	\$ (24,254.18)	\$ (53,335.90)	\$ (111,982.82)	\$ (208,397.08)	\$ (169,847.50)	\$ (338,495.00)											
Operating %	67.56%	74.92%	79.75%	44.58%	83%	65%	77%	77%											
Operating %	69.17%	76.23%	81.48%	44.58%	84%	66%	78%	78%											
W/ INTEREST																			
OTHER REVENUES																			
Sales Tax	\$ -	\$ 9.26	\$ 6.87	\$ 19.81	\$ 141.32	\$ 46.21	\$ 100.00	\$ 200.00	0.00%	\$ 200.00	0.00%	\$ (44,900.00)	0.00%						
Interest Income	\$ 1,876.85	\$ 1,176.58	\$ 2,075.81	\$ -	\$ 12,599.50	\$ 7,125.31	\$ 12,500.00	\$ 25,000.00	57.00%	\$ 25,000.00	57.00%	\$ (44,900.00)	57.00%						
Miscellaneous/Reimb/Donations	\$ -	\$ -	\$ 105.00	\$ -	\$ 150.18	\$ -	\$ 250.00	\$ 500.00	100.00%	\$ 500.00	100.00%	\$ (44,900.00)	100.00%						
Sale of property	\$ -	\$ -	\$ -	\$ -	\$ 1,558.00	\$ -	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ (44,900.00)	#DIV/0!						
Contribution to General Fund	\$ -	\$ -	\$ (18,031.25)	\$ (17,650.00)	\$ (36,062.50)	\$ (35,300.00)	\$ (35,300.00)	\$ (70,600.00)	100.00%	\$ (70,600.00)	100.00%	\$ (44,900.00)	100.00%						
TOTAL OTHER REVENUES:	\$ 1,876.85	\$ 1,185.84	\$ (15,843.57)	\$ (17,630.19)	\$ (21,613.50)	\$ (28,128.48)	\$ (22,450.00)	\$ (44,900.00)											
CAPITAL EXPENSES																			
Equipment	\$ 355.19	\$ -	\$ 375.95	\$ 1,385.00	\$ 5,274.44	\$ 9,117.76	\$ 12,500.00	\$ 25,000.00	72.94%	\$ 25,000.00	72.94%	\$ (44,900.00)	72.94%						
Lease Purchases	\$ 2,778.76	\$ -	\$ 2,778.76	\$ -	\$ 38,197.59	\$ 24,643.59	\$ 12,150.00	\$ 24,300.00	202.83%	\$ 24,300.00	202.83%	\$ (44,900.00)	202.83%						
Vehicles	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ (44,900.00)	#DIV/0!						
Building & Grounds	\$ 2,763.00	\$ 25,950.00	\$ -	\$ -	\$ 4,781.97	\$ 25,950.00	\$ 26,000.00	\$ 52,000.00	99.81%	\$ 52,000.00	99.81%	\$ (44,900.00)	99.81%						
Donation/Grant Expense	\$ 1,592.00	\$ -	\$ -	\$ -	\$ 1,592.00	\$ -	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ (44,900.00)	#DIV/0!						
TOTAL CAPITAL EXPENSES:	\$ 7,478.95	\$ 25,950.00	\$ 3,154.71	\$ 1,385.00	\$ 49,846.00	\$ 59,711.35	\$ 50,650.00	\$ 101,300.00											
Total Revenues (operating + other)	\$ 80,826.62	\$ 68,561.87	\$ 79,668.47	\$ 25,274.21	\$ 506,330.26	\$ 352,857.46	\$ 538,400.00	\$ 1,078,000.00	65.54%	\$ 1,078,000.00	65.54%	\$ (44,900.00)	65.54%						
Total Expenses (operating + capital)	\$ 124,329.57	\$ 115,882.12	\$ 122,920.93	\$ 97,625.30	\$ 689,772.58	\$ 649,094.37	\$ 781,347.50	\$ 1,562,685.00	83.07%	\$ 1,562,685.00	83.07%	\$ (44,900.00)	83.07%						
TOTAL REVENUES OVER EXPENSES	\$ (43,502.95)	\$ (47,320.25)	\$ (43,252.46)	\$ (72,351.09)	\$ (183,442.32)	\$ (296,236.91)	\$ (242,947.50)	\$ (484,685.00)											

CURRENT CASH BALANCES 04/15/20

Depreciation Account	\$ 2,316,982.88
Sales Tax Account	\$ -
Reserve Amount	\$ 2,316,982.88
Operating & Misc	\$ (1,091,089.75)
	\$ 1,225,893.13

N.C.3

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

OTHER GENERAL LEDGER ACCOUNTS

ACCOUNT NO./DESCRIPTION	BALANCE
5002 Clerk Fee-Municipal	128.95
5008 Court Automation	299.22
5010 DO NOT USE (Brd Bill-Dft)	71.50
5016 CVC Surcharge State	311.91
5018 CVC Surcharge Muni	3.96
5020 Law Enf Arrest-Local	72.00
5022 LET-Muni	88.00
5024 POST-State	43.75
5032 Dom Viol - Muni	89.00
5040 Fine	3,136.50
5041 Fine - Highway	581.50
5042 Parking Penalties	1,760.00
5102 Clerk Fee-E/R	396.00
5118 CVC Surcharge-E/R	12.21
5141 Fines-E/R	1,565.00
8202 Bond-Forfeited	200.00
TOTAL OTHER GENERAL LEDGER ACCOUNTS	8,759.50

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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: 31-Mar-2020

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

ACCOUNT	SUB TOTAL	BALANCE
BONDS IN OPEN ITEMS	5,595.00	5,595.00
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	8,759.50	8,759.50
OUTSTANDING PAYABLES	0.50	0.50
UNSATISFIED RECOVERABLES	0.00	0.00
TOTAL		14,403.50

Handwritten initials: *MT*

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.

Confidential - For Court Use Only

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: Mar 1, 2020 - Mar 31, 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		10	678	174
B. Cases (citations/informations) filed		1	155	18
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		0	9	5
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	40	0
6. dismissed by court		0	1	0
7. <i>nolle prosequi</i>		0	17	3
8. certified for jury trial (not heard in Municipal Division)		0	0	0
9. TOTAL CASE DISPOSITIONS		0	67	8
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		11	766	184
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	33	1. # Issued during period	147	
2. # Served/withdrawn during reporting period	67	<input type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	931			

IV. D. 3.

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Rolla Municipal Court	Reporting Period: Mar 1, 2020 - Mar 31, 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	\$1,565.00	Court Automation	\$299.22
Clerk Fee - Excess Revenue	\$396.00	DO NOT USE (Brd Bill-Dft)	\$71.50
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$12.21	Law Enf Arrest-Local	\$72.00
		Overpayments Detail Code	\$61.50
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Total Other Disbursements	\$504.22
Total Excess Revenue	\$1,973.21	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$8,821.00
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Bond Refunds	\$151.00
		Total Disbursements	\$8,972.00
Fines - Other	\$3,718.00		
Clerk Fee - Other	\$128.95		
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	\$43.75		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$311.91		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$3.96		
Law Enforcement Training (LET) Fund surcharge	\$88.00		
Domestic Violence Shelter surcharge	\$89.00		
Inmate Prisoner Detainee Security Fund surcharge	\$0.00		
Sheriffs' Retirement Fund (SRF) surcharge	\$0.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$1,760.00		
Bond forfeitures (paid to city) - Other	\$200.00		
Total Other Revenue	\$6,343.57		

IV. 2.4.

I N T E R

O F F I C E

MEMO

To: City Administrator John D. Butz,
Honorable Mayor and Members of the Council

From: Chief Sean P. Fagan

Subject: Monthly Report of Offenses

Date: May 4, 2020

We previously reported statistics to the FBI (and subsequently to Council) under the Uniform Crime Reporting Program's Summary Reporting System (UCR or SRS), which was initially established over 90 years ago. For several years now, agencies have had the option of reporting through either UCR or the newer system called the National Incident-Based Reporting System (NIBRS). Although UCR is antiquated, transitioning to NIBRS is a huge undertaking due to the increase in data being collected and limitations of records management systems. However, the FBI is now requiring all agencies to convert to NIBRS by January 2021. I am happy to report that, with the implementation of our new computer system, we have been able to make that transition!

Here are some of the key differences in reporting methods:

UCR/SRS

NIBRS

- | | |
|---|--|
| 1) Collects data on "Part I Crimes", which are considered by the FBI to be the most serious offenses: murder, rape, robbery, aggravated assault, burglary, larceny, motor vehicle theft, and arson. | Collects incident-specific data for over 50 offenses. |
| 2) Regardless of the number of offenses committed by an individual, only the most serious offense is reported, and additional offenses are excluded. | Allows the reporting of up to 10 offenses per incident, providing a more precise account of crime. |

While you should anticipate an increase in total crimes reported, there should not be a significant increase in what were known as "Part I Crimes", as it is very rare (abt. 1%) for these types of crimes to co-occur in a single incident. Additionally, about 88% of incidents recorded in NIBRS are single-offense incidents, meaning only about 12% of crime incidents should be affected by changes in reporting practices.

- | | |
|--|---|
| 3) Does not collect contextual information about the crime, the victim, or the offender. | Captures numerous elements about the crime, including characteristics of the victim and offender, their relationship, type of injury or loss, location, and weapons involved. |
|--|---|

This information will provide a more accurate picture of the crime. This can then be used for tactical or strategic analysis at the local, state, and national levels, especially once all agencies are reporting in a standardized way.

Note: Under UCR, we submitted our data on a monthly basis. NIBRS is designed for agencies to submit the data as individual reports are entered. However, for a variety of reasons - primarily the acclimation to our new computer system - report submissions are not currently as timely as we hope they will soon be. With priority being given to

J.E.I.

entry of more serious crimes first, the data may give the false impression of a higher ratio of serious crimes vs. less serious crimes. Additionally, less serious crimes will typically be entered chronologically. As a result, recent statistics will appear lower than they actually are. Once we are able to work out the kinks in this new computer system and become more fluent in using it, the reports should be entered in a more timely manner, thus making the data much more consistent. Thanks for your patience during this transition!

IV. E. 2.

Monthly Report of Offenses

RPD - Year 2020

	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Total</u>
All Offense Types	81	48	25										154
Crimes Against Person	24	17	4										45
Murder and Nonnegligent Manslaughter													
Negligent Manslaughter													
Justifiable Homicide													
Kidnapping/Abduction		1											1
Rape													
Sodomy		1											1
Sexual Assault With An Object													
Fondling													
Incest													
Statutory Rape													
Aggravated Assault		7	5										12
Simple Assault		12	9	3									24
Intimidation		3	3	1									7
Human Trafficking, Commercial Sex Acts													
Human Trafficking, Involuntary Servitude													
Suicide													
Crimes Against Property	42	24	13										79
Arson													
Bribery													
Burglary/Breaking & Entering		5	3	1									9
Counterfeiting/Forgery		1	2										3
Destruction/Damage/Vandalism of Property		5	4	2									11
Embezzlement													
Extortion/Blackmail													
False Pretenses/Swindle/Confidence Game		2	2										4
Credit Card/Automated Teller Machine Fraud		1	1	1									3
Impersonation													
Welfare Fraud													
Wire Fraud													
Identity Theft													
Hacking/Computer Invasion													
Robbery													
Pocket-picking													
Purse-snatching													
Shoplifting		19	7	5									31
Theft From Building		2		1									3
Theft From Coin Operated Machine or Device													
Theft From Motor Vehicle		1	1	2									4
Theft of Motor Vehicle Parts/Accessories													
All Other Larceny		2		1									3
Motor Vehicle Theft		1											1
Stolen Property Offenses		3	4										7
Crimes Against Society	15	7	8										30
Drug/Narcotic Violations		10	4	4									18
Drug Equipment Violations		4	3	4									11
Betting/Wagering													
Operating/Promoting/Assisting Gambling													
Gambling Equipment Violations													
Sports Tampering													
Pornography/Obscene Material													
Prostitution													
Assisting or Promoting Prostitution													
Purchasing Prostitution													
Weapon Law Violations		1											1
Animal Cruelty													
Missing													

IV.E.3.

Monthly Report of Calls for Service

RPD - Year 2020

<u>Description</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Totals</u>
Abandoned/Recovered Property	14	16	21										51
Abandoned Vehicle	8	9	11										28
Accident - Fatality	0	0	1										1
Accident - Injury	13	4	13										30
Accident - Leave The Scene	12	9	10										31
Accident - No Injury	33	40	32										105
Accident - Private Property	24	19	23										66
Accident - Road Blocked	7	8	7										22
Alarm Fire	1	0	0										1
Alarm LE	46	44	31										121
Ambulance/Fire Dual Response	15	4	4										23
Ambulance Needed	18	11	12										41
Animal Bite - Attack	1	1	2										4
Animal Control	86	95	86										267
Arson	0	1	0										1
Assault	11	8	12										31
Assist Agency Non-LEA	10	6	16										32
Assist Citizen	6	4	4										14
Assist LEA	10	8	10										28
Assist Motorist	16	22	16										54
Back Pain	0	0	1										1
Bleeding-Laceration	0	1	1										2
Bomb Threat	1	0	0										1
Breathing Problems	1	4	1										6
Building Lockout	0	0	1										1
Burglary	19	15	22										56
Call for Police	53	62	80										195
Check Well Being	65	72	84										221
Chest Injury	1	0	0										1
Chest Pain	0	1	1										2
Child Abuse	1	0	2										3
Choking	1	0	2										3
Convulsion or Seizure	3	0	2										5
Crossing Guard	2	5	0										7
CWB 911 Hangup	53	45	49										147
Death	1	1	1										3
Destruction of Property	9	11	11										31
Disturbance-Fireworks	0	1	1										2
Disturbance-Liquor	2	2	1										5
Disturbance-Other	77	54	70										201
Domestic Violence	27	33	33										93
Driving While Intoxicated	8	5	8										21
Duplicate Call	1	2	0										3
Escort - Bank	0	0	1										1
Escort - Courtesy	11	5	8										24
Escort - Funeral	7	7	4										18
Exparte Violation	2	4	4										10
Explosion	0	0	1										1
Falls- Back Injury	0	3	4										7
Field Interview	52	31	35										118
Fight	4	6	3										13
Forgery-Counterfeiting	0	2	0										2
Fraud - checks credit card	23	24	22										69
Grass Fire	1	0	0										1
Harassment	9	11	16										36
Intoxicated Person	7	1	13										21
Juvenile Complaint	7	7	9										23
Keep the Peace/Standby	12	5	6										23

T.E.4

<u>Description</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Totals</u>
Kidnapping	2	0	0										2
Leave without Pay	4	5	1										10
Liquor Violation	0	1	0										1
Loitering	8	5	5										18
Lost or Stolen Property	3	4	3										10
Loud Noise Complaint	22	34	42										98
Malicious Mischief	1	0	2										3
Mental Health	26	19	25										70
Missing Person	1	8	7										16
Narcotics Violation	44	29	36										109
Open Door	4	4	10										18
Overdose	2	4	7										13
Property Damage-Non Criminal	1	0	1										2
Prowler	3	0	1										4
Pursuit	1	0	0										1
Rape - Sexual Assault	0	1	1										2
Robbery	1	0	1										2
Runaway	4	3	0										7
Search Warrant	0	0	2										2
Selective Enforcement	3	2	1										6
Sex Offenses	3	5	4										12
Shots Fired	4	3	7										14
Sick Person	0	5	1										6
Smoke-Odor	1	0	1										2
Soliciting	2	0	1										3
Stabbing	1	0	1										2
Stabbing or Shooting with Injury	0	0	1										1
Stalking	0	1	0										1
Stealing	82	75	101										258
Stolen Vehicle	4	9	11										24
Stroke-CVA-TIA	0	0	1										1
Structural Fire	3	2	4										9
Suspicious Activity	78	78	97										253
Tampering	5	5	11										21
Telephone Harassment	8	4	3										15
Tow Sticker Expired	6	7	7										20
Traffic Complaint	96	97	120										313
Traffic Stop	167	199	260										626
Trespassing	24	18	17										59
Try to Contact	16	19	8										43
Unconscious-Fainting	0	1	5										6
Vehicle Fire	2	2	2										6
Vehicle Identification	46	29	55										130
Vehicle Lockout	1	0	3										4
Vehicle Repossession	7	8	6										21
Weapons Violation	1	2	0										3
Wire Down	1	0	0										1
Zebra Check	123	120	118										361
	3	2	5										10
Totals	1,605	1,539	1,803										4,947

I.V.E.S.

ANIMAL CONTROL MONTHLY TOTALS

MAR 2020

ANIMALS IMPOUNDED

	Canine	Feline	Other	Wildlife	Monthly Total	2020 YTD Total	2019 YTD Total
	Domestic						
City of Rolla	12	4	0	7	23	68	146
Rolla Area	3	0	0	0	3	8	6
City of Newburg	0	0	0	0	0	0	0
Newburg Area	0	0	0	0	0	0	1
Edgar Springs Area	0	0	0	0	0	0	2
Other Agencies	0	0	0	0	0	0	0
St. James Area	0	0	0	0	0	1	1
Ft. Leonard Wood	0	0	0	0	0	0	1
Monthly Total	15	4	0	7	26		
2020 YTD Total	48	15	1	13		77	
2019 YTD Total	78	57	0	22			157
Total Phelps County	3	0	0	0	3	8	8

ANIMAL DISPOSITION

	Canine	Feline	Other	Wildlife	Monthly Total	2020 YTD Total	2019 YTD Total
	Domestic						
Animals Adopted ①	4	0	0	0	4	28	49
Animals Claimed	11	0	0	0	11	29	41
Euthanized(III/Injured)	0	0	0	0	0	1	20
Euthanized(Dangerous)	1	1	0	0	2	4	9
Euthanized(Un-Placed)②	0	0	0	0	0	0	0
Deceased on Arrival	1	2	0	3	6	10	16
Transferred to Rescue ③	0	0	0	0	0	4	16
Wildlife Relocated	0	0	0	4	4	6	8
Other	0	0	0	0	0	3	0
Monthly Total	17	3	0	7	27		
2020 YTD Total	56	15	1	13		85	
2019 YTD Total	80	57	0	22			159

ADDITIONAL STATISTICS

	Monthly	2020	2019	
	Total	YTD Total	YTD Total	
Adoption Rate (① + ③) ÷ (① + ② + ③)	100.00%	100.00%	100.00%	
PR Programs	0	3	3	
Calls for Service	100	275	550	
Written Warnings	0	0	0	
Citations	0	3	5	
Total Incinerator Hours	68	179	218	

IV.F.1.



FINANCIAL STATEMENT
March 2020

RECEIPTS:

Electric, Water, Tax, Sewer and Refuse Charge	\$3,915,787.70
Accounts Receivable - Miscellaneous	\$32,568.38
Customer's Deposits - Refundable	\$41,125.00
Misc Non-Operating Revenue	<u>\$3,420.80</u>
Total Receipts	\$3,992,901.88

FSCB Super-Now Account Interest (February 29, 2020)	\$2,636.58
FSCB Money Market Account Interest (February 29, 2020)	\$10,018.13
FSCB Electronic Payment Account Interest (February 29, 2020)	\$530.33
PCB Super-Now Account Interest (February 29, 2020)	\$0.26
Public Utility Cash In Bank (February 29, 2020)	<u>\$21,272,901.69</u>
Total Receipts and Cash In Bank	

\$25,278,988.97

DISBURSEMENTS

Power Purchased	\$1,889,571.20
Operating Expenses	\$131,970.55
Administrative and General Expenses	\$85,421.28
Payroll	\$184,320.57
Electric and Water Capital Expenditures	\$212,831.82
Stock Purchases (Inventory)	\$117,310.60
Balance of Customer's Deposits after Finals	\$9,892.69
Medical, Dental, Vision and Life Insurance Paid by Employees	\$12,155.38
Support Payment	\$0.00
U.S. Withholding Tax	\$21,210.35
Missouri Dept. of Revenue (Sales Tax)	\$43,842.55
Missouri Dept. of Revenue (Income Tax)	\$8,048.00
First State Community Bank (Social Security)	\$33,376.44
Sewer Service Charge	\$288,832.87
Refuse Service Charge	\$194,483.53
PILOT to City of Rolla	\$137,294.78
Purchase U.S. Treasury Bill / Certificates of Deposit	\$0.00
Standpipes Lease/Purchase	\$2,291.96
Construction in Progress	\$0.00
Unclaimed Deposits to State	\$0.00
Primacy Fees	\$0.00
Void Checks:	
Total Disbursements	<u>\$3,352,854.57</u>

Cash in Bank (March 31, 2020)	<u>\$21,926,134.40</u>
-------------------------------	------------------------

\$25,278,988.97

BALANCE OF OTHER FUNDS:

PUBLIC UTILITY ACCOUNTS:

Central Federal Savings & Loan, Check #1252 for \$855.67	\$2,000.00
Citizens Bank of Newburg, Check #1251 for \$507.48	\$2,251.24
First State Community Bank-Electronic Payment Account, Check #1037 for \$1,629,463.86	\$303,938.97
First State Community Bank-Money Market	\$139,194.34
First State Community Bank-General Fund, Checks #32587 thru #32683 for \$3,353,116.37	\$4,917,784.11
PCB-Super Now, Check #28330 for \$12,279.97	\$4,110.38
Riverways Federal Credit Union	\$2,000.00
Town & Country Bank, Check #1252 for \$569.87	<u>\$2,358.36</u>
Total Public Utility Accounts	\$5,373,615.40

ELECTRIC RESERVES:

Certificates of Deposit	\$0.00
Money Market Account	\$13,841,635.00 FY19 Funded
U.S. Treasury Bills	<u>\$0.00</u>
Total Electric Reserves	\$13,841,635.00

WATER RESERVES:

Certificates of Deposit	\$0.00
Money Market Account	\$2,710,884.00 FY19 Funded
U.S. Treasury Bills	<u>\$0.00</u>
Total Water Reserves	\$2,710,884.00

TOTAL RESERVES: \$16,552,519.00

TOTAL PUBLIC UTILITY ACCOUNTS AND RESERVES: \$21,926,134.40

IV G.1.



STATISTICS

March 2020

PRODUCTION

Date of Demand	03/16/2020
Time of Demand	08.35 AM
Scada Demand	45,900.00
kWh Purchased	24,223,786
Total Cost	\$1,703,216.81 *
Cost per kWh	0.070312 *
Load Factor	72.0%

ELECTRIC SALES

Residential - Single Phase kWh	10,119,087
Residential - Three Phase kWh	123,600
Commercial - Single Phase kWh	1,370,177
Commercial - Three Phase kWh	2,267,028
Power Service kWh	7,046,460
Industrial kWh	4,456,920
Area Lighting kWh	5,380
Street Lighting kWh	32,428
Rental Lights kWh	78,519
Total kWh Sold	25,499,599
Demand kW	29,700
Revenue	\$2,290,110.11
Monthly Gain	5.27%
Fiscal Year to Date Loss	3.53%

Pumped #2 Well	0
Pumped #3 Well	0
Pumped #4 Well	2,895,000
Pumped #5 Well	2,601,000
Pumped #6 Well	5,008,000
Pumped #7 Well	976,000
Pumped #8 Well	1,396,000
Pumped #9 Well	2,775,000
Pumped #10 Well	3,149,000
Pumped #11 Well	5,080,000
Pumped #12 Well	2,395,000
Pumped #13 Well	5,641,000
Pumped #14 Well	6,551,000
Pumped #15 Well	823,000
Pumped #16 Well	4,480,000
Pumped #17 Well	4,702,000
Pumped # 1 Ind Park Well	4,485,000
Pumped # 2 Ind Park Well	3,226,000
Total Gallons	56,163,000

WATER SALES

Residential - Single Phase Gallons	22,179,000
Residential - Three Phase Gallons	326,000
Commercial - Single Phase Gallons	6,459,000
Commercial - Three Phase Gallons	3,298,000
Power Service Gallons	7,910,000
Industrial Gallons	403,000
Missouri S&T Gallons	2,668,000
PWSD #2 Gallons	1,477,000
Total Gallons Sold	44,720,000
Revenue	\$220,794.67
Pumping Cost, Electric	\$32,510.33
Monthly Unidentified Loss	16.58% **
Fiscal Year to Date Unidentified Loss	9.60% ***

METERS IN SERVICE

	Electric	Water
Residential - Single Phase	8,011	6,400
Residential - Three Phase	22	19
Commercial - Single Phase	946	518
Commercial - Three Phase	441	261
Power Service	149	130
Industrial	6	2
Area Lighting	16	7
Street Lighting	29	1
Missouri S&T		5
PWSD #2		506
Total	9,620	7,849

Sewer Service Charge	\$296,179.30
Refuse Service Charge	\$193,728.88
Gross Payroll	\$222,792.90

* Energy losses are not included in this statistic and are estimated at an additional 12%.

** Loss includes 2,130,000 gallons per water main flushing records.

*** FY loss includes 13,808,500 gallons per water main flushing records

IV. C. a.

**Operation Manager's Report
RMU Board of Public Works Meeting
April 28, 2020**

ELECTRIC

- | | |
|--|---|
| E1. Bridge School Road | - Replacement of poles with taller poles to allow for installation of static wire.
Started: May 7, 2019
Ongoing |
| E2. St. Maria's Tatandra (East of McCutchen Road and north of Liberty Drive) | - Installation of underground electric distribution system for new residential subdivision.
Started: July 30, 2019
Ongoing |
| E3. 1303 Nagogami Road (Church of Christ) - New multipurpose building | - Relocate overhead distribution system to underground and reconfigure transformer and metering.
Started: October 8, 2019
Completed: April 9, 2020
Note: Some overhead distribution system still to be removed. |
| E4. Kingshighway - Highway 63 to Fairgrounds Road | - Reconfiguration of electric distribution system to remove overhead electric in right-of-way in conjunction with Move Rolla Transportation Development District improvements.
Started: November 12, 2019
Ongoing |
| E5. East Meadow Subdivision (Southwest corner of Lions Club Drive and Highway O) | - Single phase electric extensions (primarily underground) to serve new duplexes.
Started: January 2, 2020
Ongoing |
| E6. Holloway substation transformer / Tower Road substation | - Transformer removed from service for rebuild. Being reinstalled at Tower substation instead of Holloway and unit at Holloway is remaining in place
Started: April 8, 2019
Ongoing
Note: Change order for adjustment for final shipping costs: \$608.00 |
| E7. 507 Winchester Drive | - Extension of underground primary distribution system plus new transformer for new residence.
Started: March 9, 2020
Ongoing |
| E8. 212 West 9 th Street | - New transformer and revision to metering and services for renovation of commercial and residential building
Started: March 10, 2020
Ongoing: April 1, 2020 |
| E9. 11 th Street and Powell Avenue (Phelps Health) | - One span of overhead electric distribution and one pole plus transformer and metering to provide electric service to temporary job trailers for software training
Started: March 18, 2020
Completed: April 23, 2020 |

**Operation Manager's Report
RMU Board of Public Works Meeting
April 28, 2020**

WATER

- | | | |
|-----|---|---|
| W1. | - Olive Street - Hwy 72 to 9 th Street
- 3 rd Street - Olive to Oak Streets
- Oak Street - 2 nd to 3 rd Streets | - Replacement of existing 4" and 6" mains with new 8" PVC mains.
Started: June 19, 2019
September 2019: The project is completed from 9 th Street to 5 th Street. The remaining will be completed in 2020.
Ongoing |
| W2 | Ashwood Drive, Bittersweet Lane, and Oaktree Lane | - Replacement of 6" and 2" mains with new 8" PVC main.
Started: March 25, 2020
Ongoing |
| W3. | Oxford Drive | - Replacement of water service lines
Started: March 26, 2020
Ongoing |
| W4. | Service and main taps | - 507 Winchester: 2" service tap
212 West 9 th Street: 2" service and 4" fire tap |

TRAINING / PERSONNEL

- | | | |
|----|---|--|
| 1. | Operations Staff | - Dalton Smith: Transferred to Laborer II
Effective: March 26, 2020
Jonathan Sprow Promoted to Tree Trimmer
Effective: March 26, 2020
Dakota Chapman. Promoted to Tree Trimmer
Effective: March 26, 2020
Connor Dillon. Hired as Laborer I
Effective: April 8, 2020
Braden Tiddy: Promoted to Meter Reader / Serviceman
Effective: April 26, 2020 |
| 2. | American Water Works Association: Legal Aspects of COVID-19 for Water Utilities
Denver, CO | - Attended by Chad Davis
April 6, 2020 |

MISCELLANEOUS

- | | | |
|---|---|----------------------------|
| 1 | Street repairs for RMU water projects
- various locations around Rolla
(March 11, 2020 invoice) | - Total cost = \$26,432.45 |
|---|---|----------------------------|

DRAFT

REGULAR SESSION - March 30, 2020

~ Meeting was held in the Board Room at RMU's Tucker Professional Center at 4:30 p.m. ~

Board members, RMU staff, and the public could participate/observe via video conference.

The meeting was called to order at 4.37 p.m. by Rolla Board of Public Works ("RBPW" or "Board") President Nick Barrack presiding. The following were present:

- Board members: Vice President Albert Crump, Jr. (via conference)
- Secretary Dr. Wm. E. Showalter (via conference)
- Vice Secretary Ted Read (via conference)
- RMU Staff: General Manager Rodney P. Bourne, P.E
- Operations Manager Chad Davis, P.E. (via conference)
- Business/Finance Manager Dennis Roberts (via conference)

Minutes submitted, according to Agenda, by RMU's Executive Administrative Assistant, Nicole Affolter.

* * * * *

I. APPROVAL OF MINUTES

Read made a motion, seconded by Showalter, the minutes of the February 25, 2020, Board meeting regular session be approved as presented. Motion passed unanimously.

II. CITIZEN COMMUNICATION (None)

III. SPECIAL PRESENTATION (None)

IV. STAFF REPORTS

A. BUSINESS/FINANCE MANAGER'S REPORT (Roberts)

1. The Board received the Statement of Income & Expenses reports for February 2020 (FY20) Roberts reviewed the February 2020 report (FY20), with the following comparisons:
 - Month-to-Date comparison of February 2020 to February 2019
 - Operating Income decreased \$401,381. Purchased Power expense decreased \$2,371; Operating Expenses increased \$731 resulting in an Operating Income of \$176,188.58 which showed decreased Operating Income of \$402,112; Total Other Income decreased \$16,467. Total Net Income for February 2020 was \$214,425.38 which showed a decreased income of \$418,579 in comparison to February 2019.
 - Year-to-Date (YTD) FY2020 and FY2019
 - Operating Income decreased \$656,329. Purchased Power expense decreased \$392,238; Operating Expenses decreased \$328,397 resulting in an Operating Income of \$141,591.21 which showed a decreased income of \$327,932; Total Other Income increased \$6,827. Total Net Income was \$492,683.42, a decreased income of \$321,105 in comparison to FY2019.
2. Roberts presented RMU's Financial Statement, Statistics report, and the Disbursement Summary for February 2020 which included the following public utility account checks and transfers:

Public utility checks	Phelps Co Bank - Super Now	Checks #26329
	First State Community Bank - General Fund	Checks #32481-32586
Transfer of funds	First State Community Bank - Electronic Pmt Acct	Check #1036
	Central Federal Savings & Loan	Check #1251
	Citizens Bank of Newburg	Check #1250
	Town & Country Bank	Check #1251

Crump made a motion, seconded by Showalter, that the reports be approved as presented and forwarded to the City. Motion passed unanimously.

3 Miscellaneous.

- Primary Depository Agreement. Roberts reported this is a two year agreement with First State Community Bank and there is a clause that extends the agreement for 2-years if both parties agree. Both RMU and

IV. H.1.

First State Community Bank have agreed to the extension, with the same exact terms.

- e-Bills. Roberts reported that due to the COVID-19 situation, progress has slowed transitioning to e-bills and outsourced printing/mailing services

B. OPERATION MANAGER'S REPORT (Davis)

1. Updates on:

Davis highlighted portions of his Operations Manager's Report. Completed details are as follows:

a. GIS Mapping Project.

- Davis reported that the project continues to progress.

b. Current RMU projects

ELECTRIC DEPARTMENT -

- (E1) Bridge School Road. Replacement of poles with taller poles to allow for installation of static wire. Started, May 7, 2019. Ongoing.
- (E2) St. Maria's Tatandra (East of McCutchen Road and north of Liberty Drive). Installation of underground electric distribution system for new residential subdivision. Started, July 30, 2019. Ongoing.
- (E3) 1303 Nagogami Road - Church of Christ - New multipurpose building. Relocate overhead distribution system to underground and reconfigure transformer and metering. Started, October 8, 2019. Ongoing.
- (E4) Kingshighway - Highway 63 to Fairgrounds Road. Reconfiguration of electric distribution system to remove overhead electric in right-of-way in conjunction with Move Rolla Transportation Development District improvements. Started, November 12, 2019. Ongoing.
- (E5) East Meadow Subdivision (Southwest corner of Lions Club Drive and Highway O). Single phase electric extensions (primarily underground) to serve new duplexes. Started, January 2, 2020. Ongoing.
- (E6) Dewing Substation Transformer Failure causing the need to install spare transformer and diagnosis/repair this unit. Started, October 1, 2018. Shipped out for diagnosis, November 13, 2018. Returned to service, March 4, 2020.
NOTE: Change order for testing, replacement bushing, and final shipping costs: \$16,950.00.
- (E7) Holloway Substation Transformer. Transformer removed from service for rebuild. Started, April 8, 2019.
NOTE: Change order approved for field installation and testing: \$13,601.00.
- (E8) 507 Winchester Drive. Extension of underground primary distribution system plus new transformer for new residence. Started, March 9, 2020. Ongoing.
- (E9) 212 West 9th Street. New transformer and revision to metering and services for renovation of commercial and residential building. Started, March 10, 2020. Ongoing.

WATER DEPARTMENT -

- (W1) Olive Street - Hwy 72 to 9th Street.
3rd Street - Olive to Oak Street.
Oak Street - 2nd to 3rd Street.
Replacement of existing 4" and 6" mains with new 8" PVC mains. Started, June 19, 2019.
- September 2019: The project is completed from 9th Street to 5th Street. The remaining will be completed in Spring 2020. Ongoing
- (W2) Whitney Lane/Wakefield Drive/plus Dover and Innsbrook. Replacement of existing 6" mains with new 8" PVC mains. Started, November 29, 2018. Completed, June 14, 2019
-Greenbriar Drive Replacement of existing 6" main with new 8" PVC main. Started, October 29, 2019. Completed, March 6, 2020.
- (W3) Ashwood Drive. Replacement of 6" and 2" mains with new 8" PVC main. Started, March 25, 2020 Ongoing.
- (W4) Oxford Drive Replacement of water service lines. Started, March 26, 2020. Ongoing
- (W5) Missouri Department of Health and Senior Services - State Public Health Laboratory. Inspection of bacteriological laboratory for certification Jefferson City, MO. February 26, 2020. Passed.

MPUA/MoPEP UPDATE

- 1. MPUA Quarterly Board Meetings. Columbia, MO.
- Attended by Rodney Bourne and Chad Davis. March 4 and 5, 2020

TRAINING/PERSONNEL

- 1. Operations Staff.
- Ethan Morrison. Tree Trimmer
Started: March 23, 2020

C. GENERAL MANAGER'S REPORT (Bourne)

- 1. RMU COVID-19 Update.

IV. H. 2.

- RMU utility operations are considered an essential service. Operationally, we are all still working, but we have closed the doors to the public. We have separated staff across the Business Office and Tucker Building. The Service Department has been split into two shifts, early and late in the week, with a clean and sanitizing between shifts. RMU will continue to review and will modify as required. As of today, there is one positive case in Maries/Phelps County. There are also more cases surrounding Phelps County.
 - Bourne reported the highlights from the new Families First Coronavirus Response Act (FFCRA). These new regulations are effective April 1, 2020 to December 31, 2020. The regulations include the Emergency Paid Sick Leave Act (EPSLA) that provides up to an additional two weeks of paid sick leave to employees affected by the virus. FFCRA also includes Emergency Family and Medical Leave Expansion that provides up to an additional 10 weeks of partially paid FMLA leave to care for a son/daughter under the age of 18 affected by school or daycare closure. At this time, RMU does not qualify for a tax credit to assist with this additional expenses. Political subdivisions nationwide are requesting that Congress add a provision in future legislation for comparable treatment for public agencies.
 - Bourne reported on the Coronavirus Aid, Relief and Economic Security Act (CARES Act) was passed by Congress and signed by the President on March 27, 2020. The Act includes \$339.855 billion in emergency supplemental appropriations to aid Americans during the coronavirus crisis. An additional \$350 billion was authorized for loan forgiveness grants to small businesses and non-profits to help pay for expenses like utilities, rent, and mortgages that maintain the existing workforce. The stimulus bill also included \$454 billion for loans, loan guarantees, and investments in support of the Federal Reserve's lending facilities to eligible businesses, states, and municipalities. Emergency appropriations adding \$900 million to the LIHEAP program were also included in the legislation. The act allocated \$45 billion to FEMA disaster relief fund for reimbursable costs for personal protective equipment, coordination of logistics, safety measures, and community services nationwide. USDA Rural Utilities Service was allocated \$100 million for rural broadband improvements. We will monitor this and future legislation and update the Board accordingly.
2. MPUA/MoPEP Update
- Bourne reported the highlights of the Grainbelt Express project. On March 17, the Missouri Supreme Court upheld the Missouri Court of Appeals Eastern District's 2019 decision reaffirming a PSC decision that approved a certificate of need and necessity for the Grain Belt Express Project (GBX). The Capital Building has been closed for cleaning. Currently, the House and Senate are out of session due to the current pandemic. If they are able to reconvene, it may only be to pass the budget.
3. Preliminary FY21 Budget Discussion - Capital Expenditures and Fees
- Bourne reported that management met to discuss and draft our projected FY2020 and preliminary FY2021 Capital Expenditures. Enclosed is our draft for preliminary review.
 - Significant Items are as follows:
 - Continued work at Alfermann Substation related to the Ameren acquisition including spare components.
 - Tower Substation transformer may be the next in line requiring either replacement or rebuild based on transformer oil testing results.
 - Initiate street lighting improvements in a few key areas
 - We have had plans to add equipment storage at the Service Dept for several years. We are recommending contracting this work out.
 - Otis has notified us the Office elevator control system, c. mid 80's is way overdue to be replaced which we are budgeting for.
 - We have several physical security improvements planned, including:
 - Access control system
 - Automating gates to increase Service Dept security
 - Updating locks at facilities
 - Better secure our front counter and lobby area
 - Transportation Equipment
 - Truck 8 is on order, but may not be received until 2021 budget year
 - Truck 10 is the next large truck. We will try to order mid-summer to keep in 2021 budget year
 - Truck 21 is a dump truck on the replacement schedule
 - Bourne reported that RMU has not purchased the Backyard Lift. This purchase is currently planned for next year or possibly look at other alternatives.
 - Staff gets into line clearance areas where we are bush hogging undergrowth. We have had several close calls with our 4wd tractor on steep slopes. Staff recommends purchase of tracked skid loader with a mulching head.
 - Water main replacement cost is up due to the Kingshighway planned replacement, which will be installed by the contractor for the Kingshighway improvements
 - The proposed fee changes are pretty straightforward. Bourne reported that this will be discussion only. The formal action will take place at the July meeting

V. OLD BUSINESS

A. Modify Power Service and Industrial Service Rates

- Bourne reported that management has drafted modified Rules and Regulations, along with Rate Sheets to slightly change our policy for moving between Commercial, Power Service and Industrial Rates. This will address the previous Board discussions, plus provide rate relief. Also, this will address new customers that may get set up incorrectly to adjust in a timely basis and focus on customers which impact our summertime peak. The proposed changes will focus on peak demands that occur in the billing months of July to October (June to September usage). We will keep the same 100kW threshold and look for two or more peaks over this threshold in those four months. This may need to be revised in the future as our wholesale rate structure changes.
- Bourne reported that RMU is also making it easier for customers to change back to Commercial Rate Class if their demand falls below our thresholds. The change modifying the rule to move a customer from Commercial to Power Service would be retroactive to May 1, 2019, to rectify a few customer's negatively impacted by recent switches to Power Service Rate Schedule. We can re-bill customers affected back to January 1, 2020. Future notices will be more detailed to include the cost impact if they change rate classes without taking corrective action. The remainder of the changes will be implemented after April 1, 2020. This change should lower overall cost for approximately 45-50 customers. Overall impact to RMU is approximately \$140k annually. After a brief discussion, Read made a motion, seconded by Showalter, that the modifications to the General Rules and Regulations, along with Rate Sheets be approved. Motion passed unanimously.

VI. NEW BUSINESS

A. \$50,000 Utility Assistance Initiative

- Bourne reported that over the past several years, RMU has provided rate relief to our customers in the form of utility discounts. In October 2019, these revenue reductions were made permanent by reducing kWh rates for residential and commercial customers.
- Due to the COVID-19 pandemic, since March 23rd, RMU is currently:
 - Discontinued terminating service for non-payment thru May 1, 2020;
 - Waiving all late fees and reconnect fees until directed otherwise;
 - Recommending customers seek additional financial assistance from MOCA, GRACE, Salvation Army, etc. . Sources of funding should be more prevalent as Congress passes Stimulus Legislation;
 - Investigating a Payment Arrangement Module in our Customer Billing software.
- Bourne reported to augment these steps, and due to the volume of assistance needed in our Rolla community, we are recommending the Board authorize staff to transfer \$50,000 in funds to the Helping Hand Program. These funds will be administered by GRACE and assist residential customers hardest hit due to reduction in work hours or loss of a job. This cash infusion will more than triple the funds available to GRACE for utility assistance. In addition, we encourage anyone that is able, to contribute to the Helping Hand Fund. 100% of all donations go to assisting local residents in need. After a brief discussion, Showalter made a motion, seconded by Crump, that the Board approve \$50,000 to be donated into the RMU Helping Hand Program. Motion passed unanimously.

B. Families First Coronavirus Response Act

- Bourne reported that there is a Department of Labor Flyer included in each packet. Management is requesting that the Board consider making the additional sick leave provisions retroactive to March 11, 2020, to assist some staff that were directed to stay home when we began keeping staff home to ensure the safety of the remaining staff. These issues have been sporadic, so far, with no confirmed cases. If approved, we would reduce the 80 hour allotment available to any staff member by the amount taken prior to April 1. This would be done with a written agreement. After a brief discussion, Showalter made a motion, seconded by Crump, that the Additional Sick Leave be retroactive to March 11, 2020 be approved. Motion passed unanimously.

C. RFB #20-108 - Truck #12

- Davis reported that this bid is to purchase a van that can be outfitted with shelving for the Information Tech/Meter Tester, rather than a regular pickup truck. The plan is to purchase the van and then install the shelving units. There was only one bid received from Hutcheson Ford. It has a 20-22 week lead time. Hutcheson also proposed a similar van from another dealer's stock with a few more options with a slightly higher price. That van has been sold, but Hutcheson has provided an updated offer for another similar unit. Staff would recommend approval of the alternate bid provided for dealer trade unit at a price of \$24,255.00. After a brief discussion, Read made a motion, seconded by Showalter, that a purchase order be issued to Hutcheson Ford in the amount of \$24,255.00. Motion passed unanimously.

VII. EXECUTIVE SESSION (None)

VIII. ADJOURNMENT

IV. #4.

Rolla Board of Public Works
March 30, 2020

Regular Session
page 5

With no further business appearing, Showalter made a motion, seconded by Read, to adjourn the meeting. Motion passed unanimously, Meeting adjourned at 5:38 p.m.



Nick Barrack, President

Dr. Wm. Eric Showalter, Secretary

The Board's next meeting is scheduled for Tuesday, April 28, 2020 at 4:30 p.m.

**CITY OF ROLLA
CASH ANALYSIS REPORT
February 29, 2020**

GENERAL FUND

CASH IN BANK	\$ 626,800.38
NIB GENERAL FUND	\$ 56,074.11
RISK MANAGEMENT RESERVE	\$ -
RISK MANAGEMENT RESERVE - CDARS	\$ -
CASH - BAIL BONDS	\$ -
ROLLA MUNICIPAL COURT	\$ 3,751.64
ASI FLEX 125	\$ 9,356.00
CASH - HEALTH ACCOUNT	\$ -
TIF ACCOUNT - EATS	\$ 77,349.94
TIF ACCOUNT - PILOT	\$ 33.51
CASH - PAID UNDER PROTEST	\$ 15.12
INVESTMENTS - GENERAL FUND	\$ 386,749.65
MMA - GENERAL FUND RESERVE REBUILD	\$ 710,209.61
POLICE EVIDENCE FUNDS	\$ 11,071.93
SEIZURES & FORFEITURES	\$ 73,077.87
ANIMAL CONTROL SHELTER COMM PARTNER	\$ 128,803.88
ANIMAL CONTROL SHELTER RESERVE	\$ 580,843.53
ANIMAL CONTROL SHELTER RESERVE CDAR	\$ -
PROPERTY FIRE DAMAGE ACCOUNT	\$ 49.37
ANIMAL CONTROL SHELTER COMM PARTNER - ENDOW	\$ 186.12
DISASTER RESPONSE	\$ -
GENERAL FUND CREDIT CARD ACCOUNT	\$ 27,878.06
US BANK ESCROW	\$ 44,799.42
INVESTMENTS - CDS	\$ -
EAC ACCOUNT	\$ 278.61
GENERAL FUND TOTALS	\$ 2,737,328.75

SEWER FUND

CASH IN BANK	\$ 1,042,166.88
NIB GENERAL FUND	\$ 251.52
RISK MANAGEMENT RESERVE	\$ -
SEWER FUND MMA	\$ 452,603.20
SEWER FUND MMA CDARS	\$ -
SEWER FUND DEPREC & RESERVE	\$ 500,207.29
INVESTMENTS - GENERAL FUND	\$ 18,067.23
GENERAL FUND CREDIT CARD ACCOUNT	\$ -
US BANK ESCROW	\$ -
INVESTMENT - CDS	\$ -
SEWER FUND TOTALS	\$ 2,013,296.12

ENVIRONMENTAL SERVICES FUND

CASH IN BANK	\$ 931,015.57
NIB ENV SVS FUND	\$ -
RISK MANAGEMENT RESERVE	\$ -
INVESTMENTS - GENERAL FUND	\$ 115.00
GENERAL FUND CREDIT CARD ACCOUNT	\$ -
MMA PCB	\$ 568,435.93
ENV SVS CC	\$ 54,270.84
INVESTMENT - CDS	\$ -
ENV SVS FUND TOTALS	\$ 1,553,837.34

AIRPORT FUND

CASH IN BANK	\$ (692,295.63)
NIB GENERAL FUND	\$ 223,157.70
RISK MANAGEMENT RESERVE	\$ -
GENERAL FUND CREDIT CARD ACCOUNT	\$ -
INVESTMENTS - MMA	\$ 202,340.56
INVESTMENTS - MMA (BREWER LEASE AGREE)	\$ 18,720.00
INVESTMENTS - MMA CDARS	\$ -
AIRPORT FUND TOTALS	\$ (248,077.37)

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**CITY OF ROLLA
CASH ANALYSIS REPORT
February 29, 2020**

CEMETERY FUND

CASH IN BANK	\$ -
CASH - MMA	\$ 368,412.96
CASH - MMA CDARS	\$ -
INVESTMENTS - RESTRICTED	\$ -
CEMETERY FUND TOTALS	\$ 368,412.96

STREET FUND

CASH IN BANK	\$ (379,424.89)
NIB GENERAL FUND	\$ 186,159.94
RISK MANAGEMENT RESERVE	\$ -
US BANK - ESCROW	\$ -
GENERAL FUND MMA	\$ -
CASH - MMA	\$ 735,245.28
INVESTMENT - CDS	\$ -
STREET FUND TOTALS	\$ 541,980.33

RECREATION FUND

CASH IN BANK	\$ (968,816.74)
RISK MANAGEMENT RESERVE	\$ -
INVESTMENTS - GENERAL FUND	\$ -
GENERAL FUND CREDIT CARD ACCOUNT	\$ -
DEPR RES & EQUIP - MMA	\$ 2,316,963.07
DEPR RES & EQUIP - MMA CDARS	\$ -
INVESTMENT - CDS	\$ -
INVESTMENTS - SALES TAX	\$ -
INVESTMENTS - SALES TAX CDARS	\$ -
CENTRE CC	\$ 9,428.92
RECREATION FUND TOTALS	\$ 1,357,575.25

HEALTH INSURANCE FUND

HEALTH INSURANCE RESERVE	\$ 559,749.94
HEALTH INSURANCE RESERVE CDARS	\$ -
GENERAL FUND CREDIT CARD ACCOUNT	\$ -
HEALTH FUND TOTALS	\$ 559,749.94

PARK FUND

CASH IN BANK	\$ 281,977.90
RISK MANAGEMENT RESERVE	\$ -
INVESTMENTS - PARK SALES TAX	\$ 257,694.06
PARK FUND TOTALS	\$ 539,671.96

PARK LAND RESERVE FUND

CASH IN BANK	\$ 43,484.68
PARK LAND RESERVE ACCOUNT	\$ 79,047.62
PARK LAND RESERVE FUND TOTALS	\$ 122,532.30

GRAND TOTAL ALL FUNDS **\$ 9,546,307.58**

ANY AND ALL FINANCIAL RECORDS ARE OPEN TO THE PUBLIC

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CITY OF ROLLA
REVENUE/EXPENDITURE REPORT - UNAUDITED
February 29, 2020
42% of Year

	<u>CURRENT BUDGET</u>	<u>YTD ACTUALS</u>	<u>BUDGET BALANCE</u>	<u>% OF BUDGET</u>
<u>GENERAL FUND</u>				
REVENUES	\$11,748,814.00	\$ 4,495,902.87	\$ 7,252,911.13	38.3%
EXPENDITURES				
GENERAL ADMINISTRATIVE	\$ 660,106.00	\$ 193,909.29	\$ 466,196.71	29.4%
ADMINISTRATION	\$ 303,275.00	\$ 119,885.17	\$ 183,389.83	39.5%
LIBRARY	\$ 278,145.00	\$ 104,660.95	\$ 173,484.05	37.6%
FINANCE	\$ 597,255.00	\$ 258,325.14	\$ 338,929.86	43.3%
LEGAL	\$ 64,900.00	\$ 25,841.06	\$ 39,058.94	39.8%
COURT	\$ 87,503.00	\$ 33,862.69	\$ 53,640.31	38.7%
TELECOMMUNICATIONS	\$ 1,155,430.00	\$ 436,873.21	\$ 718,556.79	37.8%
ANIMAL CONTROL	\$ 141,675.00	\$ 58,425.81	\$ 83,249.19	41.2%
POLICE	\$ 3,729,263.00	\$ 1,631,712.96	\$ 2,097,550.04	43.8%
FIRE	\$ 3,063,000.00	\$ 1,148,194.06	\$ 1,914,805.94	37.5%
EDGAR SPRINGS FIRE	\$ -	\$ -	\$ -	#DIV/0!
ESFD HOLDING CO	\$ -	\$ -	\$ -	#DIV/0!
ROLLA RURAL FIRE	\$ -	\$ 189,477.80	\$ (189,477.80)	#DIV/0!
BUILDING SERVICES	\$ 87,025.00	\$ 35,480.68	\$ 51,544.32	40.8%
ENGINEERING	\$ 818,325.00	\$ 297,651.27	\$ 520,673.73	36.4%
COMMUNITY DEVELOPMENT	\$ 440,140.00	\$ 163,228.75	\$ 276,911.25	37.1%
ECONOMIC DEVELOPMENT	\$ 163,550.00	\$ 48,101.44	\$ 115,448.56	29.4%
TOTAL EXPENDITURES	<u>\$11,589,592.00</u>	<u>\$ 4,745,630.28</u>	<u>\$ 6,843,961.72</u>	40.9%
REVENUES OVER/UNDER EXPENDITURES	\$ 159,222.00	\$ (249,727.41)	\$ 408,949.41	
<u>SEWER FUND</u>				
REVENUES	\$31,037,900.00	\$ 1,272,820.55	\$ 29,765,079.45	4.1%
EXPENDITURES	<u>\$ 7,506,900.00</u>	<u>\$ 1,936,277.39</u>	<u>\$ 5,570,622.61</u>	25.8%
REVENUES OVER/UNDER EXPENDITURES	\$23,531,000.00	\$ (663,456.84)	\$ 24,194,456.84	
<u>ENVIRONMENTAL SERVICES FUND</u>				
REVENUES	\$ 3,307,040.00	\$ 1,198,192.54	\$ 2,108,847.46	36.2%
EXPENDITURES				
RECYCLING	\$ 562,675.00	\$ 237,922.08	\$ 324,752.92	42.3%
SANITATION	\$ 2,708,750.00	\$ 792,943.82	\$ 1,915,806.18	29.3%
VEHICLE MAINTENANCE	\$ 419,910.00	\$ 163,461.31	\$ 256,448.69	38.9%
TOTAL EXPENDITURES	<u>\$ 3,691,335.00</u>	<u>\$ 1,194,327.21</u>	<u>\$ 2,497,007.79</u>	32.4%
REVENUES OVER/UNDER EXPENDITURES	\$ (384,295.00)	\$ 3,865.33	\$ (388,160.33)	
<u>AIRPORT FUND</u>				
REVENUES	\$ 3,560,650.00	\$ 110,461.71	\$ 3,450,188.29	3.1%
EXPENDITURES	<u>\$ 3,626,840.00</u>	<u>\$ 237,532.38</u>	<u>\$ 3,389,307.62</u>	6.5%
REVENUES OVER/UNDER EXPENDITURES	\$ (66,190.00)	\$ (127,070.67)	\$ 60,880.67	

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CITY OF ROLLA
REVENUE/EXPENDITURE REPORT - UNAUDITED
February 29, 2020
42% of Year

	<u>CURRENT BUDGET</u>	<u>YTD ACTUALS</u>	<u>BUDGET BALANCE</u>	<u>% OF BUDGET</u>
<u>CEMETERY FUND</u>				
REVENUES	\$ 17,000.00	\$ 4,190.79	\$ 12,809.21	24.7%
EXPENDITURES	\$ 65,000.00	\$ -	\$ 65,000.00	0.0%
REVENUES OVER/UNDER EXPENDITURES	\$ (48,000.00)	\$ 4,190.79	\$ (52,190.79)	
<u>STREET FUND</u>				
REVENUES	\$12,909,600.00	\$ 2,029,020.42	\$ 10,880,579.58	15.7%
EXPENDITURES				
STREET	\$ 4,757,365.00	\$ 2,229,106.31	\$ 2,528,258.69	46.9%
TDD	\$ 8,207,000.00	\$ 613,624.71	\$ 7,593,375.29	7.5%
TOTAL EXPENDITURES	\$12,964,365.00	\$ 2,842,731.02	\$ 10,121,633.98	
REVENUES OVER/UNDER EXPENDITURES	\$ (54,765.00)	\$ (813,710.60)	\$ 758,945.60	
<u>RECREATION FUND</u>				
REVENUES	\$ 1,078,000.00	\$ 329,971.70	\$ 748,028.30	30.6%
EXPENDITURES				
GUEST SERVICES	\$ 134,650.00	\$ 41,123.56	\$ 93,526.44	30.5%
RECREATION	\$ 194,035.00	\$ 60,663.60	\$ 133,371.40	31.3%
AQUATICS	\$ 252,510.00	\$ 125,978.62	\$ 126,531.38	49.9%
FITNESS	\$ 182,720.00	\$ 62,695.61	\$ 120,024.39	34.3%
ADMINISTRATION	\$ 505,070.00	\$ 130,304.59	\$ 374,765.41	25.8%
MAINTENANCE	\$ 293,710.00	\$ 132,913.62	\$ 160,796.38	45.3%
TOTAL EXPENDITURES	\$ 1,562,695.00	\$ 553,679.60	\$ 1,009,015.40	35.4%
REVENUES OVER/UNDER EXPENDITURES	\$ (484,695.00)	\$ (223,707.90)	\$ (260,987.10)	
<u>PARK FUND</u>				
REVENUES	\$ 1,496,800.00	\$ 740,954.77	\$ 755,845.23	49.5%
EXPENDITURES				
ADMINISTRATION	\$ 171,330.00	\$ 78,364.43	\$ 92,965.57	45.7%
MAINTENANCE	\$ -	\$ 2,077.90	\$ (2,077.90)	#DIV/0!
PARKS	\$ 985,450.00	\$ 254,114.64	\$ 731,335.36	25.8%
ROLLA DOG PARK	\$ -	\$ 69.20		
SPLASHZONE	\$ 224,800.00	\$ 7,952.56	\$ 216,847.44	3.5%
OUTDOOR RECREATION	\$ 152,110.00	\$ 15,168.70	\$ 136,941.30	10.0%
TOTAL EXPENDITURES	\$ 1,533,690.00	\$ 357,747.43	\$ 1,176,011.77	23.3%
REVENUES OVER/UNDER EXPENDITURES	\$ (36,890.00)	\$ 383,207.34	\$ (420,166.54)	
<u>PARK LAND RESERVE FUND</u>				
REVENUES	\$ 2,700.00	\$ 215.86	\$ 2,484.14	8.0%
EXPENDITURES	\$ 15,000.00	\$ -	\$ 15,000.00	0.0%
REVENUES OVER/UNDER EXPENDITURES	\$ (12,300.00)	\$ 215.86	\$ (12,515.86)	

IV. J. 2.

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: John Butz, City Administrator ACTION REQUESTED: Final Reading

ITEM/SUBJECT: Ordinance to Approve Hangar Ground Lease with First Class Air Services
(Roff)

BUDGET APPROPRIATION (IF APPLICABLE) \$2,400 DATE: May 4, 2020

COMMENTARY: In June 2019, Mr. Larry Roff (First Class Air Services) acquired the S&S Leasing corporate hangar at RNA. The City had earlier consented to the sale and assumption of the current ground lease to Mr. Roff. The original ground lease expired in December 2019 after the initial 30-year term but provided for an additional 15-year term.

The hangar is structurally sound but needed significant updating which Mr. Roff has done. The attached new lease is a 20-year term with two, 5-year extensions. This new lease is advantageous to the City for the following reasons:

- 1) Ground lease is increased from \$225/year to \$2,400/year with annual CPI increases.
- 2) Ground lease eliminates the option by Lessee to remove the structure at the end of the lease.
- 3) Ground lease requires a formal appraisal or engineering report on the building condition in 2034.
- 4) Ground lease makes the Lessee responsible for all utility costs and any property taxes properly imposed by Maries County.

Recommendation: Final reading to approve the Ground Lease with First Class Air Services (Roff).

V.A.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 FIRST CLASS AIR SERVICES, 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 First Class Air Services, 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 4th DAY OF MAY 2020.

APPROVED:

ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor

V.A.2.

Hangar Ground Lease (Roff – Hanger #721)

THIS AGREEMENT, made and entered into this 1st 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 First Class Air Services, LLC, 10225 State Route H, Belle, Missouri 65013, hereinafter referred to as **Lessee**.

WITNESSETH:

In consideration of the rents, covenants and agreements herein contained, Lessor does hereby lease the Lessee a tract of land lying in the Northwest Quarter of the Southeast Quarter of Section 2, Township 39 North, Range 8 West, Maries County, Missouri, at the Rolla National Airport, said tract being described as follows: Commencing at the S.E. corner of said Section 2, thence Westerly, 2315 feet more or less, along the South line of said Section 2; thence Northerly, 1765 feet more or less, to a point on the Northerly edge of a taxiway; thence Northwesterly and perpendicular to said edge of taxiway, 50 feet, to a point that is 100 feet perpendicular to the Southwest of the edge of a concrete apron; thence continuing Northwesterly and parallel to said concrete apron, 200 feet; thence Northeasterly along a line perpendicular to the previous course, 100 feet, to a point on the Northwesterly extension of the edge of the concrete apron; thence Southeasterly along said extension, 60 feet more or less, to the edge of the concrete apron; thence Northeasterly, 256.50 feet, along the edge of said apron to the True Point of Beginning; thence Northwesterly and perpendicular to said apron, 250 feet; thence Northeasterly along a line perpendicular to the previous course, 120 feet; thence Southeasterly along a line perpendicular to the previous course, 250 feet, to a point on the concrete apron; thence Southwesterly, 120 feet, along the edge of said apron back to the point of beginning; said tract containing 0.69 acres.

It is the intent of this description to describe the land Lessee desires to own and operate a private corporate hanger as shown in Exhibit A and otherwise known as **Hanger No. 721**. Lessee is also granted reasonable use of the land around the leased premises subject to consent by lessor.

The referred-to improvement is to be used fundamentally as an aircraft storage and maintenance hangar, along with all customary enterprises thereto.

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, 2039, a period of twenty (20) years. Said lease may be renewed for two additional five (5) year periods subject to renegotiation of all terms herein provided including ground lease rent.
2. Lessee shall provide for a certified licensed (MAI) appraisal and/or engineering report on the value/condition of the building by December 2034 to assess the condition and maintenance needs of the building. Said report shall be provided to Lessor upon request.
3. In the event of the expiration of this lease or termination as provided hereunder said building shall become the property of the Lessor.
4. Lessee shall pay all costs for building maintenance including any taxes or like items that might be assessed against said building.
5. The rental for year one of the lease shall be the sum of two-thousand four-hundred dollars (\$2,400) per year and shall be adjusted annually on the first day of April to reflect any increase in the Consumer Price Index (for all commodities) issued by the Bureau of Labor Statistics using January 2019 as the base month. The initial ground lease rent takes into consideration the capital investment made by Lessee in the initial twenty-year term.
6. 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.
7. Lessee agrees to pay all utilities and services in connection with the building.
8. 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.
9. 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.
10. 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.

11. At the expiration of this Lease, 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.
12. Should Lessee desire to sell its above-described improvement, it shall give Lessor thirty (30) days notice of such proposed desire. Lessor shall have the first option to purchase said improvement within such thirty (30) 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.
13. 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.
14. 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.
15. 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.
16. 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.

17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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.
 24. 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.
 25. Lessee will not contract for any services for the benefit of the Lessor without the express written consent of the Lessor.
 26. This agreement shall extend to and be binding upon the successors, receivers, trustees and assigns of the parties hereto.
 27. 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.
 28. 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.
 29. 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.
 30. Lessee agrees to abide by all FAA rules and regulations including security regulations.
 31. 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.

32. 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 (1) 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.
33. Lessee agrees to pay all required taxes to Maries County, Missouri, if applicable, when due, concerning said leased premises.
34. In the event of damage or destruction of buildings:
 - a) If during the term of this lease any principal building of the demised premises is totally destroyed from any cause, this lease shall become void.
 - b) In case any such building is damaged to the extent that it is wholly untenable, Lessee may, at its option, terminate this lease by giving Lessor written notice thereof within sixty (60) days after such damage.
 - c) 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.
 - d) In case any such building, without fault of Lessee, shall be destroyed or damaged, prepaid rent shall be refunded or credited in whole or in part, and future rent shall abate in whole or in part, as may be equitable under all the circumstances.
 - e) 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

First Class Air Service, LLC

May __, 2020

May __, 2020

BY: _____

Louis J Magdits IV, Mayor

LESSOR

BY: _____

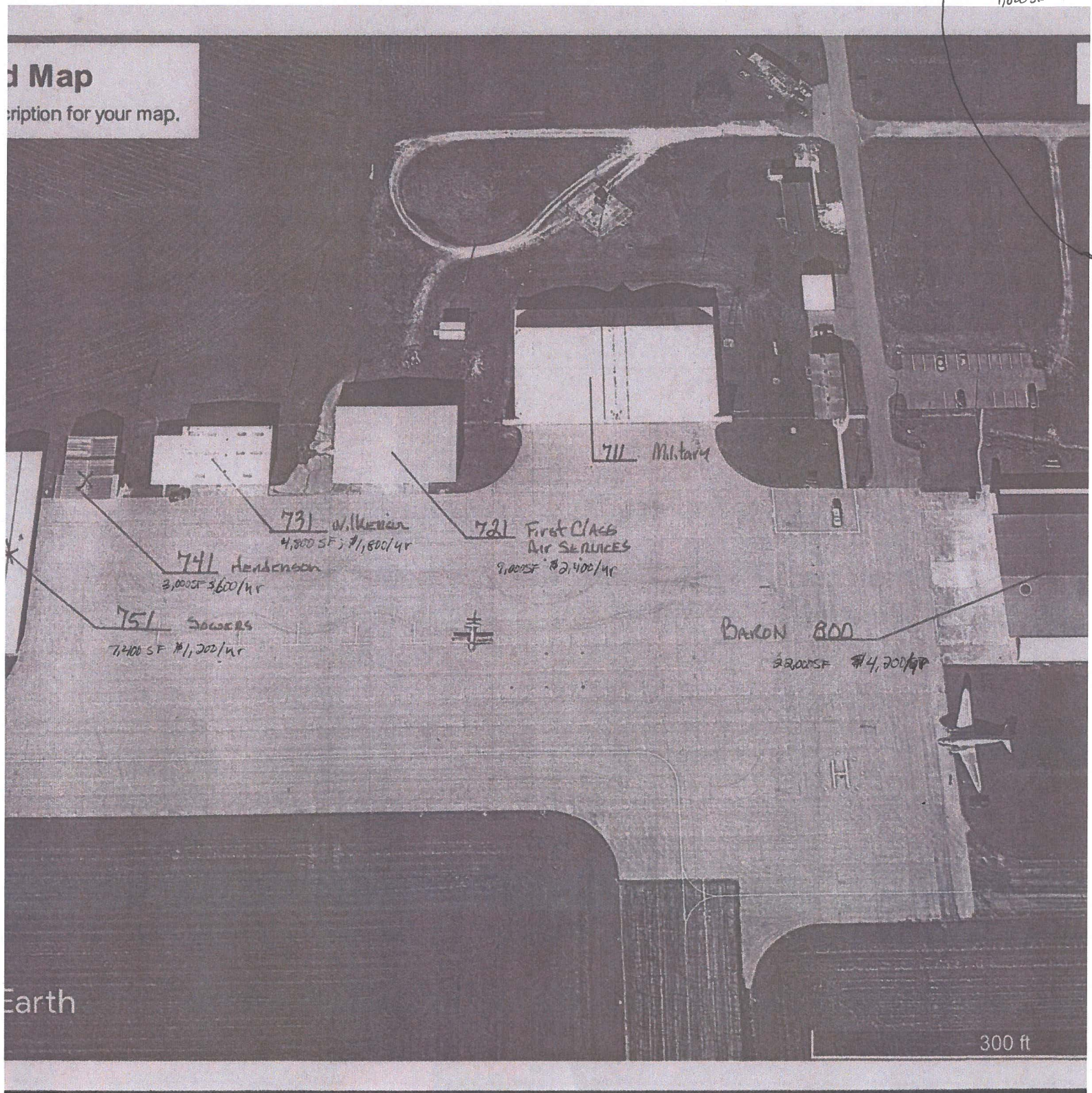
Larry Roff,

(dba First Class Air Services, LLC)

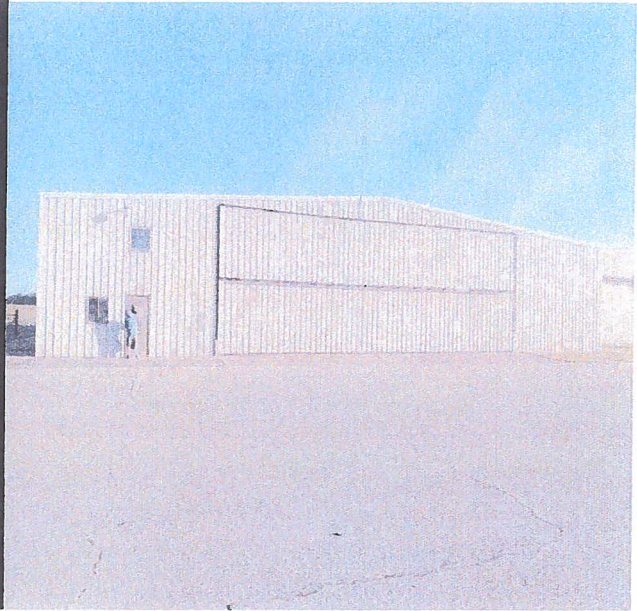
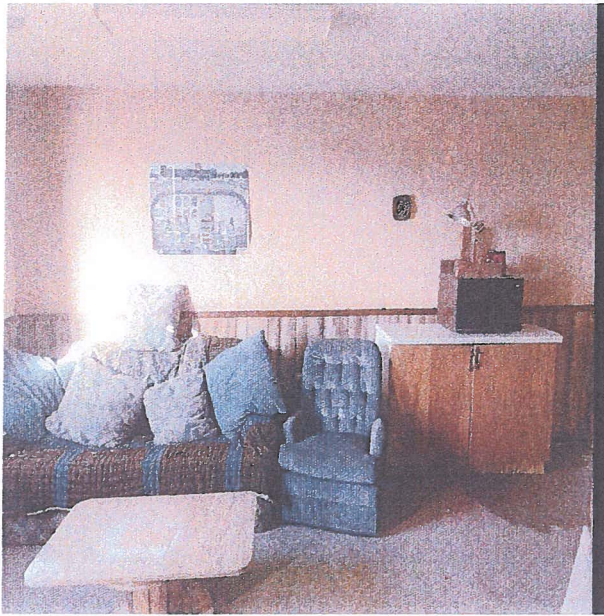
LESSEE

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4,800 SF

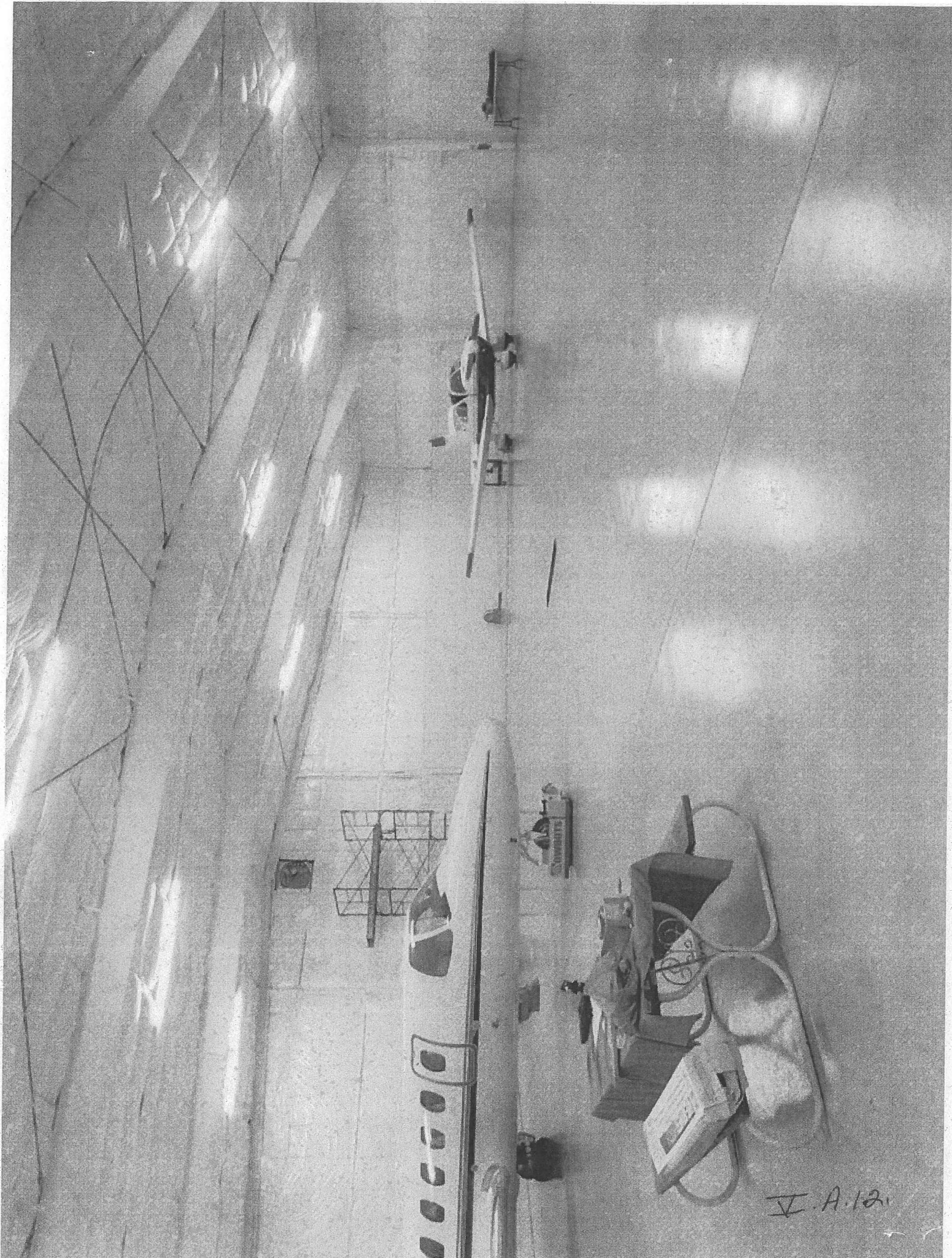
Map
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V. A. 10.



V. A. 11



V.A.12

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: John Butz, City Administrator ACTION REQUESTED: 1st Reading/Final
(consideration)

ITEM/SUBJECT: Ordinance to Amend Ordinance No. 4547 "Return to Work Phase I"

BUDGET APPROPRIATION (IF APPLICABLE) N/A DATE: May 4, 2020

COMMENTARY: In the absence of a Statewide stay-at-home order at the time, City Council enacted Ordinance No. 4547 with an emergency declaration on Monday, March 30th. That ordinance required citizens to stay-at-home, except for "essential activities" and ordered the closing of "non-essential businesses and services" through May 11th.

On April 3rd the Governor did issue a Statewide stay-at-home order that will expire on Monday, May 4th. The Governor's order clearly allows local government to enact more stringent regulations which the City of Rolla has done.

Fortunately, the health and known risks in Rolla/Phelps County are substantially better known and understood now as result of the vast majority of citizens complying with safe-distancing and sanitary practices. For instance, the number of citizens using the Phelps Health drive-thru screening program has seen patient volumes decline every week of the five weeks' operation (234 visits in week 1 and 65 visits in week 5).

In particular, non-essential businesses, personal care services, and churches are eager to resume efforts as soon as safely feasible. While the Governor's "Show Me Strong Recovery Plan Phase 1" is an important step, it is lacking in specific compliance requirements. Administration has drafted an ordinance that allows all businesses to open subject to certain conditions followed up by inspections and enforcement. A thorough review of the draft ordinance is requested for 1st/final reading (consideration). As this is a significant ordinance if additional time is needed, we would request a special meeting called as quickly as reasonably possible.

VI A.1.

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 4547 IN THE CITY OF ROLLA, MISSOURI, ALLOWING ALL BUSINESSES TO OPERATE WITHIN THE CITY OF ROLLA WITH PROPER SAFEGUARDS

WHEREAS: the novel coronavirus disease (COVID-19) is considered an infectious, highly contagious communicable and dangerous disease and on March 11, 2020 was declared by the World Health Organization to be a pandemic; and

WHEREAS: on March 13, 2020 the President of the United States declared the outbreak of COVID-19 in the United States constitutes a national emergency; and

WHEREAS: on March 13, 2020 Governor of the State of Missouri, Mike Parson, signed Executive Order 20-02 declaring a State of Emergency in Missouri in response to COVID-19; and

WHEREAS: On March 19, 2020 the Phelps County Commission declared a state of emergency, finding that proactive and extraordinary measures are necessary to prevent community spread of COVID-19; and

WHEREAS: On March 30, 2020 the City Council enacted Ordinance No. 4546 which declared a state of emergency in the City of Rolla through June 30, 2020; and

WHEREAS: On March 30, 2020 the City Council also enacted Ordinance No. 4547 which issued a Stay at Home Order in the City of Rolla through May 11, 2020 with the exception of “essential activities” and “essential businesses”; and

WHEREAS: On April 3, 2020 Missouri Governor Parsons issued an Executive Stay-at-Home Order for the State of Missouri through April 24 and reissued through May 4, 2020; and

WHEREAS: On Monday, April 28, 2020 Missouri Governor Parsons announced Phase 1 of the “Show Me Missouri Recovery Plan” which allows all Missouri businesses to open with safe-spacing requirements of six feet effective Monday, May 4, 2020; and

WHEREAS: pursuant to RSMo 77.530 the Rolla City Council in cooperation with the Phelps County Health Department has the authority to issue quarantine orders for the prevention and abatement of contagious diseases, including the authority to prevent the assembling of persons within the city and the closing of businesses and amusements, and conversely the orderly re-opening of such gatherings and businesses.

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

SECTION 1. Effective date and applicability.

The Rules and Regulations contained in this order shall be **effective 8:00 a.m. on Tuesday, May 5, 2020** and will continue **through May 31, 2020** unless amended by action of the Rolla City Council.

SECTION 2. Intent.

By enacting this Order it is the express intent to ensure that the maximum number of people stay at home to slow the spread of COVID-19 within the City of Rolla while enabling businesses and services to operate safely.

The plan to re-open the economy in the City of Rolla is to encourage businesses to operate while maintaining a healthy workforce by

- Flattening the curve and ensuring healthcare capacity;
- Protecting healthcare workers, first responders, and other direct care workers;
- Looking after our most vulnerable and at-risk populations
- Partnering with community leaders including Phelps Health, Phelps County Health Department, Rolla Public Schools, Missouri S&T and the Rolla Area Chamber of Commerce;
- Implementing a measured approach to mitigate the risk of a resurgence.
- All provisions of this Order shall be interpreted to effectuate this intent.
- Wearing of clean and properly fitted masks are encouraged in public places, particularly for those with a compromised immunity system or vulnerable populations to reduce the transmission of COVID-19.

SECTION 3. Stay at Home; Safe Operation of Businesses and Services.

Section 3.01. Stay at home or place of residence. All individuals living in the City of Rolla are strongly encouraged to stay at home or at their place of residence when able.

To the extent individuals are using shared or outdoor spaces when outside their residence, they should as much as reasonably possible adhere to “Social Distancing Requirements”.

The following guidelines should be considered for all residents:

- Citizens who feel sick should stay home.
- Citizens should continue to practice good hygiene, including: washing hands with soap and water or using hand sanitizer, especially after touching frequently used items or surfaces; avoid touching your face; sneezing or coughing into a tissue or the inside of your elbow; and disinfecting frequently used items and surfaces.

- Citizens should avoid socializing in groups that do not readily allow for appropriate physical distancing. When in public citizens should maximize physical distance from others.
- Minimize travel to the extent possible.

Section 3.02. All businesses may open; limitations. All businesses and operations are allowed to resume reasonable and necessary activities provided CDC guidelines are maintained and subject to the following restrictions:

- a) Restaurants, bars, and retail food establishments that normally prepare food for on-site consumption may resume dine-in food service subject to occupancy limits and safe spacing between tables subject to the following:
 - a. Such businesses are encouraged to provide pickup, drive-through, or delivery services.
 - b. Employees who take food orders or serve prepared foods to customers are required to wear a protective mask.
 - c. Seating should be limited to no more than 8 individuals at one table or collection of tables.
 - d. Tables and seating (excluding bar stools; see Sec 3.02 a) e.) must be arranged to visibly identify at least 6' separation between any other table and seating as if occupied.
 - e. Bars and restaurants with bar facilities shall remove bar stools and bar seating to prevent patrons from gathering and congregating at the bar.
 - f. Self-serve dining, such as food bars, smorgasbords, buffets or salad bars and including self-service items (non-packaged) in gas stations, convenience stores and the like, shall not be allowed. Such food bars are allowable if the food is distributed from a dedicated server.
- b) Personal service businesses (not limited to: tattoo parlors, message therapy, barbershops, hairdressers, nail salons) may resume business subject to the following limitations:
 - a. Employees are required to wear a protective mask when interacting with any customer
 - b. Businesses shall operate with scheduled appointments only
 - c. Lobbies or waiting rooms shall be limited to no more than 3 persons
 - d. Businesses should encourage patrons to wear a protective cloth mask per CDC guidelines
 - e. Facilities, therapeutic chairs or beds, and other shared equipment shall be thoroughly sanitized between patrons
- c) Retail, commercial and manufacturing businesses must ensure 6' social distancing for all employees and customers. If 6' social distancing is not reasonably maintained at all times employees shall either wear a protective mask or be shielded by an installed barrier. In addition to 6' social distancing any retail establishment shall limit the number of individuals to the lesser of:
 - a. Twenty-five (25) percent or less of the entity's authorized fire or building code occupancy, as determined by City Fire Code, for a retail location with square footage of less than ten thousand square feet

- b. Ten (10) percent or less of the entity's authorized fire or building code occupancy, as determined by City Fire Code, for a retail location with square footage of ten thousand square feet.
- c. For a business with a retail location less than 10,000 SF:
 - i. Building Square Feet divided by 30 = Quotient
 - ii. Quotient x .25 = Occupancy Limit
- d. For a business with the retail location of 10,000 SF or more:
 - i. Building Square Feet divided by 30 = Quotient
 - ii. Quotient x .10 = Occupancy Limit
- d) Nursing homes, long-term care facilities, retirement homes or assisted living homes shall not be accessible by the general visiting public except to provide critical assistance or in end-of-life circumstances.
- e) All businesses shall:
 - a. Maximize social distancing between employees, employees and customers, and customers (including standing in line, lobbies, aisles, etc.)
 - b. Provide hand-sanitizing stations for employees and customers at entrances and in high volume areas (subject to availability)
 - c. Increase sanitation, including disinfection of common and high-traffic areas.
 - d. Ensure frequent cleaning of high-touch items like door handles, credit card terminals, computers/tablets, etc.
 - e. Minimize business travel
 - f. Run daily temperature checks on all employees
 - g. Encourage telework opportunities whenever possible
 - h. Modify workspace and employment benefits to provide enhanced flexibility and safety
 - i. Develop an infectious disease preparedness and response plan, including procedures for workforce contact tracing if an employee tests positive for COVID-19.

Section 3.03. Social activities. All public and private gatherings shall be permitted provided occupancy restrictions are adhered to and 6' social distancing is maintained at all times. Nothing in this Order prohibits the gathering of members of a household or residence of individuals who reside in such residence.

All places of amusement, whether indoors or outdoors, including but not limited to, locations with amusement rides, carnivals, water parks, roller skating rinks, museums, arcades, fairs, children's play centers, private playground (including children's play structures), funplexes, bowling alleys, movie and other theaters, concert and music halls, and golf clubs, social clubs and athletic clubs may operate provided 6' social distancing is maintained at all times and sanitizing of equipment at least once per day.

Churches and other places of worship may resume services (including weddings, funerals, wakes, memorial services or similar gatherings) provided they comply with 6' social distancing in all directions.

All public parks, public restrooms and outdoor recreation areas may open with the exception of public playgrounds. Park and recreational facilities and amenities including sports leagues, playgrounds, pavilions, The Centre and other group activities, and other City properties and services, may be opened upon order by the Mayor of the City of Rolla in keeping with CDC guidelines and proper industry practices.

SECTION 4. Definitions.

For purposes of this order, these terms, regardless of whether capitalized, are defined as follows:

- A. “Business” or “businesses” means any for-profit companies, non-profit organizations, benevolent associations, limited liability companies, or partnerships, regardless of legal organization, form, entity, tax-treatment, or structure;
- B. “CDC” means the Centers for Disease Control and Prevention of the United States Department of Health and Human Services;
- C. “City” means Rolla, Missouri;
- D. “Gathering” means an occasion when people come together as a group, whether formal or informal and whether public or private;
- E. “Residences” means a house, a condominium unit, an apartment unit, a dwelling, a hotel room, a motel room, a shared rental unit, shelters, or similar facilities but extends only within the bounds of a person’s ownership, the person’s leasehold interest, or the space occupied in a hotel, motel or shared rental unit and does not include common areas;
- F. “Social Distancing Requirements” means the social distancing recommendations of the CDC which include maintaining at least six-foot social distancing from other individuals, washing hands with soap and water for at least twenty seconds as frequently as possible or using hand sanitizer with more than sixty percent alcohol, covering coughs or sneezes with something other than hands, regularly cleaning high-touch surfaces, and not shaking hands, or as otherwise defined by order;

SECTION 5. Enforcement; Severability

Section 5.01. Application with other laws. Unless otherwise specifically provided or suspended in this Order, any order of the Mayor, or any Executive Order, this Order shall not supplant, supersede, replace, rescind, amend, or modify any other law or ordinance.

Section 5.02. Inspection by City. The City shall designate Inspectors charged with regular, daily monitoring of businesses and organizations for compliance with this order.

Section 5.03. Enforcement. Violation of a repeated failure to comply with this Order is a misdemeanor crime punishable by fine, imprisonment, or both. In addition to the criminal enforcement authority of the Prosecuting Attorney, the City Counselor is delegated the authority to take appropriate actions with respect to any person or business that has failed to comply or attempted to fail to comply with the Order, including, after offering notice and an opportunity to be heard that are reasonable in the circumstances or other actions the City Counselor may deem appropriate to ensure compliance with this Order, to address non-compliance, or to deter non-

compliance by others. The City Counselor may also seek emergency injunctive or other civil relief as the City Counselor deems appropriate. Any action by the City Counselor, if taken after consulting the Mayor, shall be considered an emergency proceeding that is necessary to protect the public health and safety.

Section 5.04. Savings clause. If any provision of this Order or its application to any person or circumstance is held to be invalid, then the remainder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of the Order are severable.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 4th DAY of MAY 2020.

APPROVED:

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Counselor

GOVERNOR PARSON ANNOUNCES FIRST PHASE OF "SHOW ME STRONG RECOVERY" PLAN TO BEGIN MAY 4



([http://www.facebook.com/share.php?u=https://governor.mo.gov/press-releases/archive/governor-parson-announces-first-phase-show-me-strong-recovery-plan-begin-may&title=Governor Parson Announces First Phase of "Show Me Strong Recovery" Plan to Begin May 4](http://www.facebook.com/share.php?u=https://governor.mo.gov/press-releases/archive/governor-parson-announces-first-phase-show-me-strong-recovery-plan-begin-may&title=Governor%20Parson%20Announces%20First%20Phase%20of%20%27Show%20Me%20Strong%20Recovery%27%20Plan%20to%20Begin%20May%204))



([https://twitter.com/intent/tweet?url=https://governor.mo.gov/press-releases/archive/governor-parson-announces-first-phase-show-me-strong-recovery-plan-begin-may&status=Governor Parson Announces First Phase of "Show Me Strong Recovery" Plan to Begin May 4](https://twitter.com/intent/tweet?url=https://governor.mo.gov/press-releases/archive/governor-parson-announces-first-phase-show-me-strong-recovery-plan-begin-may&status=Governor%20Parson%20Announces%20First%20Phase%20of%20%27Show%20Me%20Strong%20Recovery%27%20Plan%20to%20Begin%20May%204)
+<https://governor.mo.gov/press-releases/archive/governor-parson-announces-first-phase-show-me-strong-recovery-plan-begin-may>)



(mailto:?
subject=Governor Parson Announces First Phase of "Show Me Strong Recovery" Plan to Begin May 4 &body=Check out this site <https://governor.mo.gov/press-releases/archive/governor-parson-announces-first-phase-show-me-strong-recovery-plan-begin-may>)

APRIL 27, 2020

JEFFERSON

CITY During today's COVID-19 briefing, Governor Mike Parson announced the first phase of the "Show Me Strong Recovery" Plan outlining how Missouri will gradually begin to reopen economic and social activity on Monday, May 4, 2020.



(<https://governor.mo.gov/sites/gov/files/media/image/2018/09/news-default.jpg>)

Governor Parson was joined by Missouri Hospital Association President and CEO Herb Kuhn, MO HealthNet Director Todd Richardson, Missouri Department of Economic Development Director Rob Dixon, Missouri Department of Health and Senior Services (DHSS) Director Dr. Randall Williams, and Missouri Department of Public Safety Director Sandy Karsten.

"With favorable data and approval from state health officials, we are ready to take another step forward in the recovery of Missouri," **Governor Parson** said. "Today, I am announcing phase one of our 'Show Me Strong Recovery' Plan, which will begin Monday, May 4 and extend through Sunday, May 31."

Resting on four essential pillars, the "Show Me Strong Recovery" Plan is intended to protect those most at risk of exposure to COVID-19 while returning Missouri to a new normal:

1. Expand testing capacity and volume in the state
2. Expand reserves of PPE by opening public and private supply chains
3. Continue to monitor and, if necessary, expand hospital and health care system capacity, including isolation and alternate care facilities for those that cannot self-quarantine at home
4. Improve ability to predict potential outbreaks using Missouri's public health data

This framework will allow the state to work through a gradual reopening, leading to broader economic recovery.

During phase one of the plan, citizens may begin returning to economic and social activities but must adhere to social distancing requirements, including maintaining six feet of space between individuals in most cases. There are currently no limitations on social gatherings as long as necessary precautions are taken and six feet of distance can be maintained between individuals and/or families.

VI. A. 8.

Additionally, all businesses can be open provided that the social distancing guidelines set forth in the new health order are followed. Some businesses will be required to take additional precautions to protect their employees and the public, such as occupancy limits at retail locations.

"All of Missouri's businesses, employers, and employees are vital to our state's economy and well-being," **Governor Parson** said. "Opening these businesses is going to look very different for awhile, but I'm confident Missourians will abide by the guidelines as we move forward."

This will be a deliberate and data-driven process that allows for flexibility based on changing situations.

Some communities may be able to reopen at a faster rate than others. Local officials will have the authority to put further rules, regulations, or ordinances in place so long as they are not inconsistent with the statewide order.

Even as Missouri gradually reopens, citizens are encouraged to continue taking precautions to protect themselves and others:

- Stay home if sick
- Wash hands often with soap and water or use hand sanitizer
- Avoid touching your face
- Sneeze or cough into a tissue or the inside of elbow
- Disinfect frequently used items and surfaces
- Avoid socializing in groups that do not readily allow for appropriate social distancing
- Minimize travel to the extent possible

Additionally, all businesses are encouraged to do the following:

- Implement basic infection prevention measures informed by industry best practices
- Modify physical workspaces to maximize social distancing
- Minimize business travel
- Develop an infectious disease preparedness and response plan
- Do not allow symptomatic people to physically return to work until cleared by a medical provider
- Encourage telework whenever possible and feasible with business operations
- Return to work in phases and/or split shifts
- Limit access to common areas where personnel are likely to congregate and interact
- Ensure that sick leave policies are flexible and consistent with public health guidance

"As we begin to reopen, we will be prepared, but the virus is still here. Protect yourself and the people you love. Take care of each other," **Governor Parson** said. "Together, we will defeat COVID-19. Together, the state of Missouri will come back stronger than ever before."

For more information on the "Show Me Strong Recovery" Plan, please visit **ShowMeStrong.Mo.Gov** (<https://showmestrong.mo.gov/>).

Click here

(https://content.govdelivery.com/attachments/MOGOV/2020/04/27/file_attachments/1437097/Economic%20Reopening%2027-20.pdf) to view the full public health order and here

(https://content.govdelivery.com/attachments/MOGOV/2020/04/27/file_attachments/1437023/Show%20Me%20Strong%20%20Phase%201%20Guidance.pdf) for additional guidelines for businesses, communities, and citizens.

These documents will also be available on **Governor Parson's website** (<https://governor.mo.gov/>), the **DHSS website** (<https://health.mo.gov/>), and the **Show Me Strong Recovery website** (<https://showmestrong.mo.gov/>).

Pictures from today's briefing will be available on Governor Parson's **Flickr page**

(https://urldefense.proofpoint.com/v2/url?u=https-3A_www.flickr.com_photos_govmikeparson_albums&d=DwMFaQ&c=GSntNbUav5AC0JJtyPOufmQT3u3zI7UKdoVzPd-7og&r=ep_vY_YZvQO4gTTTzhrHgwLWzZKFmXwbuV1ci7zYS-A&m=PeTA3Mh2Ufyz671v_qydxV4KsUU74IFE6HRQH9b4Sa0&s=GA7kCb12uRewu7mWs_3VqS-CJQNKBDnaGjh7rTMNY1A&e=)).

CONTACT US

Office of Governor Michael L. Parson

P.O. Box 720

Jefferson City, MO 65102

Phone: (573) 751-3222

VI. A. 9.

HAPPENING NOW

[Email Us \(/contact-us\)](#)

Tweets by @GovParsonMO



Governor Mike Parson
@GovParsonMO

Replying to @GovParsonMO

Protect yourself but also the people you love. Take care of each other. We must continue to protect the livelihoods of ALL Missourians.

[View on Twitter](#)



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(<https://www.mo.gov/>)

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Personal Tax Forms
(<https://dor.mo.gov/forms/index.php?category=3>)

Voter Registration/ ShowIt2Vote
(<https://www.sos.mo.gov/showit2vote>)

GOVERNMENT

Lieutenant Governor
(<https://ltgov.mo.gov/>)

Secretary of State
(<https://www.sos.mo.gov/>)

Auditor
(<https://auditor.mo.gov/>)

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(<https://treasurer.mo.gov/>)

Attorney General
(<http://ago.mo.gov/>)

State Senate
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VI A. 10.

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Chief Sean Fagan

ACTION REQUESTED: 1st Reading

ITEM/SUBJECT: Penalty for Parking Ordinance

BUDGET APPROPRIATION (IF APPLICABLE): \$ N/A

DATE: May 4, 2020

Commentary:

The State of Missouri recently changed the fines for traffic and parking offenses. The offense of "Handicapped Parking Violation" was increased to \$100.50. Due to this change, we can no longer write a parking ticket for a handicapped parking violation under our current ordinance, which reads as follows:

A violation of any ordinance of the city which regulates or prohibits parking, other than an ordinance which contains a specific penalty provision, shall be punished by a fine of not less than ten dollars and not more than fifty dollars. As part of the general authority to establish a traffic violations bureau, the court shall have the authority to establish specific fine amounts for frequent parking violations. No court cost shall be assessed. If the full amount of the fine is not paid within such period, then court cost shall be assessed as in other ordinance violation cases.

Therefore, I would like to request an amendment to this ordinance that would raise the maximum fine amount to one hundred ten dollars in order to accommodate the new state fine amount.

Recommendation:

Staff recommends approval of the proposed change to Ordinance 27-80.

ITEM NO. _____

VI B.1.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 27-80 OF THE CODE OF THE CITY OF ROLLA, MISSOURI, RELATING TO PARKING.

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

Section 1: That Section 27-80 of the General Ordinances of the City of Rolla, Missouri, known as the Code of the City of Rolla, Missouri, relating to parking is hereby amended to read as follows:

Sec. 27-80. Penalty for parking ordinance violation.

A violation of any ordinance of the city, which regulates or prohibits parking, other than an ordinance which contains a specific penalty provision, shall be punished by a fine of not less than ten dollars and not more than one hundred ten dollars. As part of the general authority to establish a traffic violations bureau, the court shall have the authority to establish specific fine amounts for frequent parking violations. No court costs shall be assessed. If the full amount of the fine is not paid within such period, then court costs shall be assessed as in other ordinance violation cases.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 4th DAY OF MAY 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

VI. B. 2.

FINE SCHEDULE FOR MUNICIPAL OFFENSES
APPROVED BY UNIFORM FINE SCHEDULE COMMITTEE AUGUST 29, 2019
EFFECTIVE JANUARY 1, 2020

CHARGE CODE	DESCRIPTION	FINE
ORDIN.0-004N20005599.0	ANIMAL LICENSE	\$50.50
ORDIN.0-005N20165599.0	ANIMAL AT LARGE	\$50.50
ORDIN.0-013N20005499.0	OPERATE ALL-TERRAIN VEHICLE UPON A HIGHWAY/STREET NOT AUTHORIZED	\$50.50
ORDIN.0-014N20005499.0	OPERATE ALL-TERRAIN VEHICLE CARRYING A PASSENGER	\$50.50
ORDIN.0-015N20005499.0	OPERATE ALL-TERRAIN VEHICLE WITHOUT PROPER BICYCLE SAFETY FLAG	\$50.50
ORDIN.0-016N20005499.0	OPERATE ALL-TERRAIN VEHICLE WITHIN A STREAM OR RIVER	\$149.50
ORDIN.0-017N20005499.0	OPERATE ALL-TERRAIN VEHICLE ON HWY WITHOUT OPERATOR OR CHAUFFEUR LICENSE	\$60.50
ORDIN.0-020N20005499.0	OPERATE ATV ON HWY IN EXCESS OF 30 MILES PER HOUR	\$60.50
ORDIN.0-021N20005499.0	PERSON UNDER 18 YEARS OF AGE OPERATE ALL-TERRAIN VEHICLE WITHOUT SECURELY FASTENED SAFETY HELMET ON HEAD	\$50.50
ORDIN.0-038Y20005499.0	EXPIRED DRIVER'S LICENSE	\$50.50
ORDIN.0-047N20005499.0	PERMITTED INVALIDATED LICENSEE TO OPERATE MOTORCYCLE	\$70.50
ORDIN.0-105N20005499.0	IMPROPER BACKING	\$60.50
ORDIN.0-106N20035499.0	WEAVING	\$60.50
ORDIN.0-107N20005499.0	FAILED TO DRIVE ON RIGHT HALF OF ROADWAY WHEN ROADWAY WAS OF SUFFICIENT WIDTH	\$60.50
ORDIN.0-108N20005499.0	FAILED TO DRIVE WITHIN SINGLE LANE	\$60.50
ORDIN.0-109N20005499.0	DROVE VEHICLE TO LEFT SIDE OF ROADWAY WHEN VIEW OBSTRUCTED BY HILL/CURVE	\$130.50
ORDIN.0-110N20005499.0	DROVE VEHICLE TO LEFT SIDE OF ROADWAY WITHIN 100 FEET OF BRIDGE/VIADUCT/TUNNEL WHEN VIEW OBSTRUCTED	\$130.50
ORDIN.0-114N20005499.0	MADE U-TURN/INTERFERED WITH TRAFFIC WHERE VISION LESS THAN 300 FEET - TRAFFIC HAZARD CREATED	\$60.50
ORDIN.0-117N20005499.0	DROVE IN CENTER LANE OF 3-LANE ROAD WHEN VIEW OBSTRUCTED/NOT CLEAR OF TRAFFIC	\$60.50
ORDIN.0-118N20005499.0	DROVE IN CENTER LANE OF 3-LANE ROAD WHEN VIEW OBSTRUCTED/NOT CLEAR OF TRAFFIC - CAUSE IMMEDIATE THREAT OF ACCIDENT	\$60.50
ORDIN.0-120N20005499.0	DROVE WRONG DIRECTION ON STREET	\$60.50
ORDIN.0-121N20005499.0	DROVE WRONG DIRECTION ON STREET - CAUSE IMMEDIATE THREAT OF ACCIDENT	\$60.50
ORDIN.0-123N20005499.0	FAILED TO DRIVE ON RIGHT HALF OF ROADWAY WHEN ROADWAY WAS SUFFICIENT WIDTH - CAUSE IMMEDIATE THREAT OF ACCIDENT	\$60.50
ORDIN.0-125N20035499.0	FAILURE TO STAY ON PAVEMENT	\$60.50
ORDIN.0-126N20005499.0	ILLEGAL/IMPROPER TURNING	\$60.50
ORDIN.0-127N20005499.0	TURNED RIGHT ON RED SIGNAL WHERE PROHIBITED BY SIGN	\$60.50
ORDIN.0-128N20005499.0	FAIL TO SIGNAL/GAVE IMPROPER SIGNAL WHEN STOPPING/TURNING LEFT OR RIGHT	\$60.50
ORDIN.0-129N20005499.0	ENTERED/TRAVELED IN A LANE OVER WHICH A RED SIGNAL WAS SHOWN	\$60.50
ORDIN.0-131N20005499.0	MADE U-TURN NOT AT CROSSOVER	\$60.50
ORDIN.0-132N20005499.0	MADE U-TURN AT INTERSECTION CONTROLLED BY TRAFFIC SIGNAL/POLICE OFFICER	\$60.50
ORDIN.0-133N20005499.0	MADE U-TURN NOT AT CROSSOVER-CAUSE IMMEDIATE THREAT OF ACCIDENT	\$60.50
ORDIN.0-135N20005499.0	FOLLOWED ANOTHER VEHICLE TOO CLOSELY	\$60.50

VI.B.3.

ORDIN.0-137N20005499.0	IMPROPER LANE USE	\$60.50
ORDIN.0-138N20005499.0	TRUCK OVER 18000 LBS FOLLOWED ANOTHER VEHICLE TOO CLOSELY	\$130.50
ORDIN.0-139N20005499.0	FOLLOWED ANOTHER BUS/TRUCK CLOSER THAN 300 FT	\$130.50
ORDIN.0-140N20005499.0	FAIL TO YIELD AFTER STOPPING TO VEHICLE THAT ENTERED INTERSECTION/SO CLOSE TO CAUSE HAZARD	\$60.50
ORDIN.0-141N20005499.0	IMPROPER PASSING OF A STREETCAR	\$80.50
ORDIN.0-142N20005499.0	CHANGED LANES WHEN MOVEMENT COULD NOT BE MADE WITH SAFETY	\$60.50
ORDIN.0-143N20005499.0	CHANGED LANES WHEN MOVEMENT COULD NOT BE MADE WITH SAFETY - CAUSE IMMEDIATE THREAT OF ACCIDENT	\$60.50
ORDIN.0-145N20005499.0	PASS VEHICLE ON RIGHT/TRAVELED OFF MAIN PORTION OF ROAD	\$80.50
ORDIN.0-146N20005499.0	PASS VEHICLE/INTERFERED WITH APPROACHING TRAFFIC	\$130.50
ORDIN.0-147N20005499.0	STOPPED/SLOWED SPEED/TURNED FROM DIRECT COURSE/MOVED VEH RGT/LFT WHEN UNSAFE	\$60.50
ORDIN.0-148N20005499.0	OPERATE/TRANSPORT IMPLEMENTS OF HUSBANDRY ON ROADWAY BETWEEN SUNSET AND SUNRISE	\$80.50
ORDIN.0-150N20005499.0	FAIL TO STOP FOR SCHOOL BUS RECEIVING/DISCHARGING SCHOOL CHILDREN	\$130.50
ORDIN.0-156N20095499.0	PERSON 21 YEARS OLD OR LESS OPERATE MOVING MOTOR VEHICLE WHILE SENDING/READING/TEXTING ON MOBILE ELECTRONIC DEVICE	\$80.50
ORDIN.0-157N20005499.0	NO HEADLIGHTS WHEN REQUIRED	\$50.50
ORDIN.0-158N20035499.0	FAILURE TO DIM LIGHTS	\$50.50
ORDIN.0-159N20005499.0	DEFECTIVE EQUIPMENT	\$50.50
ORDIN.0-161N200054__0	VIOLATE OUT-OF-SERVICE ORDER WHILE TRANSPORTING HAZARDOUS MATERIALS - 1ST OFFENSE	\$130.50
ORDIN.0-163N20005499.0	VIOLATE OUT-OF-STATE ORDER WHILE OPERATING MOTOR VEHICLE DESIGNED TO TRANSPORT MORE THAN 15 PASSENGERS INCLUDING DRIVER - 1ST OFFENSE	\$130.50
ORDIN.0-188N20005499.0	OPERATE MOTORIZED BICYCLE ON HIGHWAY - STREET WITHOUT VALID DRIVERS LICENSE	\$50.50
ORDIN.0-189N20005499.0	OPERATE MOTORIZED BICYCLE ON INTERSTATE HIGHWAY	\$50.50
ORDIN.0-190N20005499.0	FAIL TO WEAR PROTECTIVE HEADGEAR WHEN ON MOTORCYCLE IN MOTION/WEAR APPROVED GEAR ***	\$25.00
ORDIN.0-192N20005499.0	FAIL TO OBEY TRAFFIC CONTROL DEVICES	\$60.50
ORDIN.0-193N20005499.0	RED LIGHT VIOLATION	\$60.50
ORDIN.0-194N20005499.0	FAIL TO STOP AT STOP SIGN AT STOP LINE BEFORE CROSWLK/POINT NEAREST INTRSCION	\$60.50
ORDIN.0-195N20105499.0	FAIL TO STOP AT STOP SIGN AT STOP LINE/BEFORE CROSSWALK/POINT NEAREST INTERSECTION - COUNTY	\$60.50
ORDIN.0-196N20005499.0	FAIL TO TURN AS DIRECTED OR REQUIRED BY INTERSECTION TRAFFIC CONTROL DEVICE	\$60.50
ORDIN.0-198N20005499.0	FAILED TO PROCEED WITH CAUTION PAST FLASHING YELLOW SIGNAL	\$60.50
ORDIN.0-199N20005499.0	FAILED TO STOP FOR FLASHING RED SIGNAL AT STOP LINE/CROSSWALK/POINT NEAREST INTERSECTION	\$60.50
ORDIN.0-200N20005499.0	FAILED TO STOP FOR STEADY RED SIGNAL AT CROSSWALK/STOP LINE/POINT NEAREST INTERSECTION	\$60.50
ORDIN.0-201N20005499.0	FAILED TO OBEY OFFICIAL SIGNS TEMPORARILY DESIGNATING LANES	\$60.50
ORDIN.0-202N20005499.0	FAILED TO OBEY OFFICIAL SIGNS TEMPORARILY DESIGNATING LANES - CAUSE IMMEDIATE THREAT OF ACCIDENT	\$60.50
ORDIN.0-204N20005499.0	CUT IN ON OVERTAKEN VEHICLE	\$80.50
ORDIN.0-205N20005499.0	FAILED TO YIELD	\$60.50
ORDIN.0-206N20005499.0	FAIL TO SLOW TO REASONABLE SPEED FOR EXISTING CONDITIONS FOR YIELD SIGN	\$60.50

VI. B.4

ORDIN.0-207N20005499.0	FAILED TO YIELD TO VEHICLE THAT HAD ENTERED INTERSECTION WITH NO TRAFFIC CONTROL	\$60.50
ORDIN.0-208N20005499.0	FAILED TO YIELD RIGHT OF WAY TO PEDESTRIAN FACING WALK SIGNAL	\$60.50
ORDIN.0-209N20005499.0	FAIL TO YIELD TO APPROACHING VEHICLE WHEN ENTERING/CROSSING HIGHWAY FROM ALLEY/DRIVEWAY	\$60.50
ORDIN.0-210N20005499.0	FAIL TO YIELD TO APPROACHING VEHICLE WHEN TURNING LEFT INTO ALLEY/PRIVATE ROAD/DRIVEWAY	\$60.50
ORDIN.0-211N20005499.0	FAILED TO YIELD RIGHT OF WAY TO VEHICLE/PEDESTRIAN LAWFULLY IN CONTROLLED INTERSECTION OR CROSSWALK	\$60.50
ORDIN.0-212N20005499.0	FAILED TO YIELD TO VEHICLE ON RIGHT THAT ENTERED INTERSECTION AT APPROXIMATELY SAME TIME	\$60.50
ORDIN.0-213N20005499.0	FAIL TO YIELD TO VEHICLE APPROACHING FROM OPPOSITE DIRECTION WHEN TURNING LEFT	\$60.50
ORDIN.0-215N20005499.0	FAIL TO YIELD TO EMERGENCY VEHICLE SOUNDING AUDIBLE SIREN SIGNAL/DISPLAY LIGHTED VISIBLE RED/BLUE LIGHT	\$80.50
ORDIN.0-216N20065499.0	FAILURE TO PROCEED WITH CAUTION/YIELD RIGHT-OF-WAY/REDUCE SPEED WHEN APPROACHING A STATIONARY EMERGENCY VEHICLE DISPLAYING EMERGENCY LIGHTS	\$80.50
ORDIN.0-223N20005499.0	ACTIVATED SIREN/WARNING LIGHTS ON EMERGENCY VEHICLE WHEN NOT IN PURSUIT/ON AN EMERGENCY MISSION	\$80.50
ORDIN.0-224N20005499.0	FAILED TO MAKE/APPROACH FOR LEFT TURN WITHIN PROPER LANE	\$60.50
ORDIN.0-231N20005499.0	DROVE AT SUCH SLOW SPEED TO IMPEDE/BLOCK NORMAL AND REASONABLE TRAFFIC MOVEMENT	\$60.50
ORDIN.0-233N20075499._	VIOLATION OF RESTRICTIONS/REGULATIONS REGARDING TOW TRUCKS	\$130.50
ORDIN.0-242N20035499.0	OBSTRUCTING TRAFFIC	\$50.50
ORDIN.0-243N20005499.0	EQUIPMENT VIOLATION	\$50.50
ORDIN.0-244N20005499.0	EXCESSIVE NOISE - VEHICULAR	\$50.50
ORDIN.0-246N20035499.0	CRUISING	\$20.50
ORDIN.0-250N20005499.0	FAILED TO PLACE VEHICLE NOT IN MOTION AS NEAR RIGHT HAND SIDE OF ROAD AS PRACTICABLE	\$60.50
ORDIN.0-251N20005499.0	FAILED TO PLACE VEHICLE NOT IN MOTION AS NEAR RIGHT HAND SIDE OF ROAD AS PRACTICABLE CAUSING IMMEDIATE THREAT OF ACCIDENT	\$60.50
ORDIN.0-265N20005499.0	HANDICAPPED PARKING VIOLATION	\$100.50
ORDIN.0-269N20005499.0	PARKING VIOLATION	\$15.50
ORDIN.0-279N20005499.0	BICYCLE VIOLATION	\$15.50
ORDIN.0-281N20005499.0	MISCELLANEOUS PEDESTRIAN VIOLATION	\$15.50
ORDIN.0-288N20005499.0	EXPIRED PLATES	\$50.50
ORDIN.0-289N20005499.0	FAILED TO REGISTER VEHICLE	\$50.50
ORDIN.0-290N20005499.0	VEHICLE LICENSE/INSPECTION/TITLE	\$50.50
ORDIN.0-293N20005499.0	DRIVER OF MOTOR VEHICLE FAILED TO WEAR PROPERLY ADJUSTED/FASTENED SAFETY BELT	\$10.00
ORDIN.0-294N20105499.0	DRIVER FAIL TO SECURE CHILD 80 POUNDS OR MORE OR OVER 4 FEET 9 INCHES IN BOOSTER SEAT OR SAFETY BELT	\$10.00
ORDIN.0-295N20105499.0	DRIVER FAIL TO SECURE CHILD LESS THAN 8 YEARS OLD IN A CHILD RESTRAINT OR BOOSTER SEAT	\$49.50
ORDIN.0-296N20005499.0	PERSON LESS THAN 18 YEARS OF AGE OPERATING/RIDING IN TRUCK FAILED TO WEAR PROPERLY ADJUSTED/FASTENED SEAT BELT	\$10.00
ORDIN.0-297N20005499.0	SEATBELT VIOLATION-OTHER	\$10.00
ORDIN.0-316N20005499.0	EXCEEDED POSTED SPEED LIMIT (1-5 MPH OVER)	\$50.50
ORDIN.0-317N20005499.0	EXCEEDED POSTED SPEED LIMIT (6-10 MPH OVER)	\$60.50

VI. B. 5.

ORDIN.0-318N20005499.0	EXCEEDED POSTED SPEED LIMIT (11-15 MPH OVER)	\$70.50
ORDIN.0-319N20005499.0	EXCEEDED POSTED SPEED LIMIT (16-19 MPH OVER)	\$100.50
ORDIN.0-320N20005499.0	EXCEEDED POSTED SPEED LIMIT (20-25 MPH OVER)	\$155.50
ORDIN.0-379N20005499.0	INCREASED SPEED WHILE BEING PASSED	\$80.50
ORDIN.0-388N201654__.0	DISPLAY/POSS PLATES OF ANOTHER	\$50.50
ORDIN.0-389N201654__.0	DISPLAY UNLAWFUL PLATES	\$50.50
ORDIN.0-398N20195499	OPER MTR VEH WITHOUT LIGHTED LAMPS DURING PERIODS OF FOG/WEATHER CONDITIONS	\$10.00
ORDIN.0-405N20207399.0	Nuisance - Abandoned Vehicle	\$50.50
ORDIN.0-406N20207399.0	Nuisance (Violations Bureau)	\$100.50

***By statute, fine only. No court costs are assessed for these violations

Revised 12/5/19

VI. B. 6.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI, TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A TECHNICAL ASSISTANCE CONTRACT BY AND BETWEEN THE COLLEGE HILLS SEWER DISTRICT (COLLEGE HILLS) AND THE CITY OF ROLLA.

NOW THEREFORE, BE IT 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 Technical Assistance Contract by and between the College Hills Sewer District (College Hills) and the City of Rolla, Missouri, a copy of said contract being attached hereto and marked Exhibit A.

Section 2: 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 4TH DAY OF MAY 2020.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

VI. C. 2.

TECHNICAL ASSISTANCE CONTRACT
by and between
COLLEGE HILLS SEWER DISTRICT
and
THE CITY OF ROLLA

This Agreement is made and entered into on the 4th day of May, 2020 by and between the College Hills Sewer District, Rolla, Missouri, hereinafter referred to as "College Hills" and the City of Rolla, hereinafter referred to as "City".

Now, therefore, in consideration of each of the agreements contained herein, the parties agree as follows:

1. Services to College Hills. City shall provide the following services to College Hills for purposes of providing technical assistance in the administration of the College Hills Board:

- A. Accounting Services: A qualified accountant and his/her assistants shall be provided to accomplish the following tasks:
 - 1) Prepare and maintain the necessary financial records of the College Hills Board, including appropriate journals and ledgers, using generally accepted accounting principles.
 - 2) Prepare financial statements (Balance Sheet and Statement of Revenues and Expenditures) and reports to the College Hills Board on the status of its financial position on a semi-annual basis, or as requested.
 - 3) Prepare for submission the necessary reports required of governmental/not-for-profit boards and employers to the Internal Revenue Service, if necessary.
 - 4) Maintenance and management of all necessary bank accounts.
 - 5) Prepare payroll, W-2 and 1099s and related responsibilities, including the monthly completion of Federal and FICA tax deposits and quarterly reporting, for College Hills personnel.
- B. Administrative Services: Qualified individuals shall be available at the request of the College Hills Board and/or its employee to accomplish the following tasks:
 - 1) Provide administrative assistance to the College Hills Board, its officers, committees and its employees as required and/or requested including staff support, phone and fax support, copying assistance and necessary and ordinary supplies.
 - 2) Assist the College Hills Board in the preparation and publication of agendas and any other materials necessary or required for those meetings, including telephone/e-mail verification of members attending. This is in reference to financial, risk management and human resource matters.

3) Keep on file all minutes of the College Hills Board meetings and all other pertinent documents for audit purposes.

4) Preparation of any desired correspondence and mailings.

5) Assist in various human resource and risk management functions, as needed.

C. Technology Services: Qualified individuals shall be available at the request of the College Hills Board and/or its employee to accomplish tasks are related to Information Technology.

2. College Hills to Supply. College Hills shall supply City with all needed information in order for it to completely and thoroughly do its job. College Hills shall pay to City an amount equal to the actual salary and benefits of the College Hills personnel, both full and part time, whose employment will be consistent with the rights and privileges of all City employees, except as otherwise provided by this agreement. The compensation provided in this paragraph shall be in addition to the consideration provided for in Section 7 of this agreement.

3. Independent Contractor. Both College Hills and City agree that City and its employees and representatives will act as independent contractors in the performance of its duties under this agreement. Neither City nor the College Hills Board shall have the authority to obligate or bind the other without the express written consent of the other party. College Hills personnel shall be under the supervision, direction and control of the College Hills Board and the College Hills Board shall determine compensation to be provided to all College Hills personnel. College Hills personnel shall be deemed to be employees of City only for purposes of payroll and compensation-related purposes as provided in this agreement.

4. Confidential Information. City agrees that any information received by City and its employees and representatives during the term of this agreement, and at any time thereafter, will be treated by City in full confidence when so determined by College Hills and in accordance with the MO Sunshine Law.

5. College Hills to Hold Harmless City. College Hills will hold harmless the City and its agents, employees, and representatives from all liability and claims of liability arising out of or incident to City's performance of its obligations under this agreement, excepting intentional misconduct or negligence of City. College Hills further warrants and agrees that all data and information provided to City in conjunction with City's performance of its obligations hereunder, is true and correct.

VI C.4.

- 6. Time of Performance.** City will provide the services described in this agreement for the period commencing January 1, 2020 through December 31, 2023. The time and services of this contract may be terminated, extended or amended by Addendum hereto, containing the signatories of the parties.
- 7. Consideration.** College Hills agrees to pay on a monthly basis the direct compensation and benefits of College Hills personnel. In addition College Hills shall an annual fixed cost of \$2,000 to be billed on a monthly basis. An annual inflationary increase will be made to match what is approved by the City Council during the budget process. This inflationary adjustment will take effect in January of each year.
- 8. Termination of Agreement.** This agreement will terminate December 31, 2023, unless extended by Addendum hereto as provided in Section 6; however, City or College Hills may terminate this contract without cause by giving the other party not less than ninety (90) days written notice thereof. In the event of termination prior to completion of the project, College Hills shall pay the cost of services rendered by City and expenses incurred in the performance of this agreement to the effective date of termination.
- 9. Equal Employment Opportunity.** The City and College Hills agree that during the performance of this agreement, neither shall discriminate against any employee who is employed in the project covered by this agreement, or discriminate against any applicant for employment due to race, color, religion, sex, age, handicap, or national origin.
- 10. Compliance with Applicable Law and Regulation.** In the City's and College Hills' performance of this agreement each party shall comply with all applicable law and regulation, and each party hereto shall supply the other, where necessary or applicable, with information and data for compliance with such applicable law and regulation.
- 11. Conflict of Interest.** No member of the governing Board of College Hills or City, and no other officer, employee, or agent of same who exercises any functions or responsibilities in connection with the planning and carrying out of this agreement, shall have any personal financial interest, direct or indirect, in the project or this agreement.
- 12. Authority to Enter into Agreement - Binding Affect.** Both City and College Hills have been duly authorized to enter into this agreement by their respective governing body or board, as the case may be, and this agreement is a binding obligation on the parties hereto and may be enforced in accordance with its terms.

VI.C.5.

13. Governing Law. This agreement shall be governed by and constructed in accordance with the law of the State of Missouri, and where applicable, in accordance with federal law and regulation.

14. Notices. All notices, requests, demands or other communications provided for herein shall be in writing and shall be deemed to have been given when sent by registered or certified mail, with return receipt requested, addressed, as the case may be to City at City Hall, P. O. Box 979, Rolla, Missouri 65402; and to College Hills at PO Box 979, Rolla, Missouri 65402; or to such address as any party shall designate to the other from time to time.

15. Amendments. No amendment, modification, termination, or waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the parties hereto.

16. Severability of Provisions. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first written above.

COLLEGE HILLS SEWER DISTRICT

CITY OF ROLLA, MO

Chairman

Mayor

Attest

Attest

VI C.6.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI, TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A TECHNICAL ASSISTANCE CONTRACT BY AND BETWEEN THE CEDAR GROVE SEWER DISTRICT (CEDAR GROVE) AND THE CITY OF ROLLA.

NOW THEREFORE, BE IT 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 Technical Assistance Contract by and between the Cedar Grove Sewer District (Cedar Grove) and the City of Rolla, Missouri, a copy of said contract being attached hereto and marked Exhibit A.

Section 2: 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 4TH DAY OF MAY 2020.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

VI. D. 2.

TECHNICAL ASSISTANCE CONTRACT
by and between
CEDAR GROVE SEWER DISTRICT
and
THE CITY OF ROLLA

This Agreement is made and entered into on the 4th day of May, 2020 by and between the Cedar Grove Sewer District, Rolla, Missouri, hereinafter referred to as "Cedar Grove" and the City of Rolla, hereinafter referred to as "City".

Now, therefore, in consideration of each of the agreements contained herein, the parties agree as follows:

1. Services to Cedar Grove. City shall provide the following services to Cedar Grove for purposes of providing technical assistance in the administration of the Cedar Grove Board:

- A. Accounting Services: A qualified accountant and his/her assistants shall be provided to accomplish the following tasks:
- 1) Prepare and maintain the necessary financial records of the Cedar Grove Board, including appropriate journals and ledgers, using generally accepted accounting principles.
 - 2) Prepare financial statements (Balance Sheet and Statement of Revenues and Expenditures) and reports to the Cedar Grove Board on the status of its financial position on a semi-annual basis, or as requested.
 - 3) Prepare for submission the necessary reports required of governmental/not-for-profit boards and employers to the Internal Revenue Service, if necessary.
 - 4) Maintenance and management of all necessary bank accounts.
 - 5) Prepare payroll, W-2 and 1099s and related responsibilities, including the monthly completion of Federal and FICA tax deposits and quarterly reporting, for Cedar Grove personnel.
- B. Administrative Services: Qualified individuals shall be available at the request of the Cedar Grove Board and/or its employee to accomplish the following tasks:
- 1) Provide administrative assistance to the Cedar Grove Board, its officers, committees and its employees as required and/or requested including staff support, phone and fax support, copying assistance and necessary and ordinary supplies.
 - 2) Assist the Cedar Grove Board in the preparation and publication of agendas and any other materials necessary or required for those meetings, including telephone/e-mail verification of members attending. This is in reference to financial, risk management and human resource matters.

VI . D. 3.

3) Keep on file all minutes of the Cedar Grove Board meetings and all other pertinent documents for audit purposes.

4) Preparation of any desired correspondence and mailings.

5) Assist in various human resource and risk management functions, as needed.

C. **Technology Services:** Qualified individuals shall be available at the request of the Cedar Grove Board and/or its employee to accomplish tasks are related to Information Technology.

2. Cedar Grove to Supply. Cedar Grove shall supply City with all needed information in order for it to completely and thoroughly do its job. Cedar Grove shall pay to City an amount equal to the actual salary and benefits of the Cedar Grove personnel, both full and part time, whose employment will be consistent with the rights and privileges of all City employees, except as otherwise provided by this agreement. The compensation provided in this paragraph shall be in addition to the consideration provided for in Section 7 of this agreement.

3. Independent Contractor. Both Cedar Grove and City agree that City and its employees and representatives will act as independent contractors in the performance of its duties under this agreement. Neither City nor the Cedar Grove Board shall have the authority to obligate or bind the other without the express written consent of the other party. Cedar Grove personnel shall be under the supervision, direction and control of the Cedar Grove Board and the Cedar Grove Board shall determine compensation to be provided to all Cedar Grove personnel. Cedar Grove personnel shall be deemed to be employees of City only for purposes of payroll and compensation-related purposes as provided in this agreement.

4. Confidential Information. City agrees that any information received by City and its employees and representatives during the term of this agreement, and at any time thereafter, will be treated by City in full confidence when so determined by Cedar Grove and in accordance with the MO Sunshine Law.

5. Cedar Grove to Hold Harmless City. Cedar Grove will hold harmless the City and its agents, employees, and representatives from all liability and claims of liability arising out of or incident to City's performance of its obligations under this agreement, excepting intentional misconduct or negligence of City. Cedar Grove further warrants and agrees that all data and information provided to City in conjunction with City's performance of its obligations hereunder, is true and correct.

6. Time of Performance. City will provide the services described in this agreement for the period commencing January 1, 2020 through December 31, 2023. The time and services of this

VII. 2.4.

contract may be terminated, extended or amended by Addendum hereto, containing the signatories of the parties.

7. Consideration. Cedar Grove agrees to pay on a monthly basis the direct compensation and benefits of Cedar Grove personnel. In addition Cedar Grove shall pay an annual fixed cost of \$2,000 to be billed on a monthly basis. An annual inflationary increase will be made to match what is approved by the City Council during the budget process. This inflationary adjustment will take effect in January of each year.

8. Termination of Agreement. This agreement will terminate December 31, 2023, unless extended by Addendum hereto as provided in Section 6; however, City or Cedar Grove may terminate this contract without cause by giving the other party not less than ninety (90) days written notice thereof. In the event of termination prior to completion of the project, Cedar Grove shall pay the cost of services rendered by City and expenses incurred in the performance of this agreement to the effective date of termination.

9. Equal Employment Opportunity. The City and Cedar Grove agree that during the performance of this agreement, neither shall discriminate against any employee who is employed in the project covered by this agreement, or discriminate against any applicant for employment due to race, color, religion, sex, age, handicap, or national origin.

10. Compliance with Applicable Law and Regulation. In the City's and Cedar Grove's performance of this agreement each party shall comply with all applicable law and regulation, and each party hereto shall supply the other, where necessary or applicable, with information and data for compliance with such applicable law and regulation.

11. Conflict of Interest. No member of the governing Board of Cedar Grove or City, and no other officer, employee, or agent of same who exercises any functions or responsibilities in connection with the planning and carrying out of this agreement, shall have any personal financial interest, direct or indirect, in the project or this agreement.

12. Authority to Enter into Agreement - Binding Affect. Both City and Cedar Grove have been duly authorized to enter into this agreement by their respective governing body or board, as the case may be, and this agreement is a binding obligation on the parties hereto and may be enforced in accordance with its terms.

13. Governing Law. This agreement shall be governed by and constructed in accordance with the law of the State of Missouri, and where applicable, in accordance with federal law and regulation.

VI . 25 .

14. Notices. All notices, requests, demands or other communications provided for herein shall be in writing and shall be deemed to have been given when sent by registered or certified mail, with return receipt requested, addressed, as the case may be to City at City Hall, P. O. Box 979, Rolla, Missouri 65402; and to Cedar Grove at PO Box 979, Rolla, Missouri 65402; or to such address as any party shall designate to the other from time to time.

15. Amendments. No amendment, modification, termination, or waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the parties hereto.

16. Severability of Provisions. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first written above.

CEDAR GROVE SEWER DISTRICT

CITY OF ROLLA, MO

Chairman

Mayor

Attest

Attest

VI. D.G.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI, TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A TECHNICAL ASSISTANCE CONTRACT BY AND BETWEEN THE SHADY OAKS SEWER DISTRICT (SHADY OAKS) AND THE CITY OF ROLLA.

NOW THEREFORE, BE IT 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 Technical Assistance Contract by and between the Shady Oaks Sewer District (Shady Oaks) and the City of Rolla, Missouri, a copy of said contract being attached hereto and marked Exhibit A.

Section 2: 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 4TH DAY OF MAY 2020.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

VI E. 2.

TECHNICAL ASSISTANCE CONTRACT
by and between
SHADY OAKS SEWER DISTRICT
and
THE CITY OF ROLLA

This Agreement is made and entered into on the 4th day of May, 2020 by and between Shady Oaks Sewer District, Rolla, Missouri, hereinafter referred to as "Shady Oaks" and the City of Rolla, hereinafter referred to as "City".

Now, therefore, in consideration of each of the agreements contained herein, the parties agree as follows:

1. Services to Shady Oaks. City may provide the services of one or more of its employees to the District for the purpose of providing a qualified accountant and his/her assistants to accomplish the following tasks:

Accounting Services:

- 1) Prepare and maintain the necessary financial records of the District, including appropriate journals and ledgers, using generally accepted accounting principles.
- 2) Prepare financial statements (Balance Sheet and Statement of Revenues and Expenditures) and report to the District on the status of its financial position on a semi-annual basis, or as requested.
- 3) Prepare for submission the necessary reports required of not-for-profit boards and employers to the Internal Revenue Service if necessary.
- 4) Maintenance and management of all necessary bank accounts.
- 5) Prepare payroll, W-2 and 1099s and related responsibilities, including the monthly completion of Federal and FICA tax deposits and quarterly reporting, if needed.

2. Shady Oaks to Supply. Shady Oaks agrees to supply City with all needed information in order for it to completely and thoroughly do its job.

3. Independent Contractor. Both Shady Oaks and City agree that City and its employees and representatives will act as independent contractors in the performance of its duties under this agreement. Neither City nor the District shall have the authority to obligate or bind the other without the express written consent of the other party.

4. Confidential Information. City agrees that any information received by City and its employees and representatives during the term of this agreement, and at any time thereafter, will be treated by City in full confidence when so determined by Shady Oaks and in accordance with the MO Sunshine Law.

VI. E. 3.

5. Shady Oaks to Hold Harmless City. Shady Oaks will hold harmless the City and its agents, employees, and representatives from all liability and claims of liability arising out of or incident to City's performance of its obligations under this agreement, excepting intentional misconduct or negligence of City. Shady Oaks further warrants and agrees that all data and information provided to City in conjunction with City's performance of its obligations hereunder, is true and correct.

6. Time of Performance. City will provide the services described in this agreement for the period commencing on January 1, 2020 through December 31, 2023. This is a temporary agreement not to exceed one year or until such time a more permanent sewer use agreement with the City of Rolla, Phelps County Commission and the Shady Oaks Sewer district is reached.

7. Consideration. A fee will be added to each monthly invoice to cover general services provided by the City. Shady Oaks shall pay an annual fixed cost of \$2,000 to be billed on a monthly basis. An annual inflationary increase will be made to match what is approved by the City Council during the budget process. This inflationary adjustment will take effect in January of each year.

8. Termination of Agreement. City or Shady Oaks may terminate this contract without cause by giving the other party not less than ninety (90) days written notice thereof. In the event of termination prior to completion of the project, Shady Oaks shall pay the cost of services rendered by City and expenses incurred in the performance of this agreement to the effective date of termination.

9. Equal Employment Opportunity. The City and Shady Oaks agree that during the performance of this agreement, neither shall discriminate against any employee who is employed in the project covered by this agreement, or discriminate against any applicant for employment due to race, color, religion, sex, age, handicap, or national origin.

10. Compliance with Applicable Law and Regulation. In the City's and Shady Oaks's performance of this agreement each party shall comply with all applicable law and regulation, and each party hereto shall supply the other, where necessary or applicable, with information and data for compliance with such applicable law and regulation.

11. Conflict of Interest. No member of the governing District for Shady Oaks or City, and no other officer, employee, or agent of same who exercises any functions or responsibilities in connection with the planning and carrying out of this agreement, shall have any personal financial interest, direct or indirect, in the project or this agreement.

VI.E.4.

12. Authority to Enter into Agreement - Binding Affect. Both City and Shady Oaks have been duly authorized to enter into this agreement by their respective governing body or district, as the case may be, and this agreement is a binding obligation on the parties hereto and may be enforced in accordance with its terms.

14. Governing Law. This agreement shall be governed by and constructed in accordance with the law of the State of Missouri, and where applicable, in accordance with federal law and regulation.

15. Notices. All notices, requests, demands or other communications provided for herein shall be in writing and shall be deemed to have been given when sent by registered or certified mail, with return receipt requested, addressed, as the case may be to City at City Hall, P. O. Box 979, Rolla, Missouri 65402; and to Shady Oaks at City Hall, PO Box 979, Rolla, Missouri 65402; or to such address as any party shall designate to the other from time to time manner.

16. Amendments. No amendment, modification, termination, or waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the parties hereto.

17. Severability of Provisions. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this agreement of affecting the validity or enforceability of such provision in any other jurisdiction.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first written above.

SHADY OAKS SEWER DISTRICT

CITY OF ROLLA, MO

Chairman

City Administrator

Attest

Attest

VI. E. 5.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI, TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A TECHNICAL ASSISTANCE CONTRACT BY AND BETWEEN THE ROLLA REGIONAL ECONOMIC COMMISSION (RREC) AND THE CITY OF ROLLA.

NOW THEREFORE, BE IT 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 Technical Assistance Contract by and between the Rolla Regional Economic Commission (RREC) and the City of Rolla, Missouri, a copy of said contract being attached hereto and marked Exhibit A.

Section 2: 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 4TH DAY OF MAY 2020.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

VI. F. J.

TECHNICAL ASSISTANCE CONTRACT
by and between
ROLLA REGIONAL ECONOMIC COMMISSION
and
THE CITY OF ROLLA

This Agreement is made and entered into on the 4th day of May, 2020 by and between Rolla Regional Economic Commission, Rolla, Missouri, hereinafter referred to as "RREC" and the City of Rolla, hereinafter referred to as "City".

Now, therefore, in consideration of each of the agreements contained herein, the parties agree as follows:

1. Services to the RREC. City may provide the services of one or more of its employees to the Board for purposes of providing technical assistance in the administration of the RREC. A potential scope of services are listed as follows:

- A. Accounting Services: A qualified accountant and his/her assistants shall be provided to accomplish the following tasks:
 - 1) Prepare and maintain the necessary financial records of the Board, including appropriate journals and ledgers, using generally accepted accounting principles.
 - 2) Prepare financial statements (Balance Sheet and Statement of Revenues and Expenditures) and report to the Board on the status of its financial position on a semi-annual basis, or as requested. This includes Form 990.
 - 3) Prepare for submission the necessary reports required of not-for-profit boards and employers to the Internal Revenue Service if necessary.
 - 4) Maintenance and management of all necessary bank accounts.
 - 5) Prepare payroll, W-2 and 1099s and related responsibilities, including the monthly completion of Federal and FICA tax deposits and quarterly reporting, if needed.
- B) Administrative Services: Qualified individuals shall be available at the request of the Board and/or its employee to accomplish the following tasks:
 - 1) Provide administrative assistance to the RREC, its officers, committees and its employees as required and/or requested including staff support, phone and fax support, copying assistance and necessary and ordinary supplies.
 - 2) Assist the RREC in the preparation and publication of agendas and any other materials necessary or required for those meetings, including telephone/e-mail verification of members attending.
 - 3) Record and keep on file all minutes of Board meetings and all other pertinent documents.
 - 4) Preparation of any desired correspondence and mailings.
- C) Technical Support: Qualified individuals shall be available at the request of the Board and/or its employee to accomplish the following tasks:

VI. F. 3.

- 1) Provide technical support on computer access, communications, connectivity and systems including procurement of same.
- 2) Provide technical support on off-site locations and formal presentations including the technology associated with same.
- 3) Provide website and internet technical advice and assistance.

2. RREC to Supply. The RREC agrees to supply City with all needed information in order for the City to completely and thoroughly do its job. The RREC will supply the salary and benefits of one full and part-time employees whose employment will be consistent with the rights and privileges of all City employees. Compensation for these positions will be in addition to the consideration provided for in Section 7 of this agreement.

3. Independent Contractor. Both the RREC and City agree that City and its employees and representatives will act as independent contractors in the performance of its duties under this agreement. Neither City nor the Board shall have the authority to obligate or bind the other without the express written consent of the other party.

4. Confidential Information. City agrees that any information received by City and its employees and representatives during the term of this agreement, and at any time thereafter, will be treated by City in full confidence when so determined by the RREC and in accordance with the MO Sunshine Law.

5. RREC to Hold Harmless City. The RREC will hold harmless the City and its agents, employees, and representatives from all liability and claims of liability arising out of or incident to City's performance of its obligations under this agreement, excepting intentional misconduct or negligence of City. The RREC further warrants and agrees that all data and information provided to City in conjunction with City's performance of its obligations hereunder, is true and correct.

6. Time of Performance. City will provide the services described in this agreement for the period commencing January 1, 2020 through December 31, 2023. The time and services of this contract may be terminated, extended or amended by Addendum hereto, containing the signatories of the parties.

7. Consideration. The RREC agrees to pay on a monthly basis the entire cost of RREC personnel including direct compensation and benefits. In addition RREC shall pay an annual fixed cost of \$5,000 to be billed on a monthly basis. An annual inflationary increase will be made to match what is approved by the City Council during the budget process. This inflationary adjustment will take effect in January of each year.

VII.F.4.

- 8. Termination of Agreement.** City or the RREC may terminate this contract without cause by giving the other party not less than ninety (90) days written notice thereof. In the event of termination prior to completion of the project, the RREC shall pay the cost of services rendered by City and expenses incurred in the performance of this agreement to the effective date of termination.
- 9. Equal Employment Opportunity.** The City and RREC agree that during the performance of this agreement, neither shall discriminate against any employee who is employed in the project covered by this agreement, or discriminate against any applicant for employment due to race, color, religion, sex, age, handicap, or national origin.
- 10. Compliance with Applicable Law and Regulation.** In the City's and RREC's performance of this agreement each party shall comply with all applicable law and regulation, and each party hereto shall supply the other, where necessary or applicable, with information and data for compliance with such applicable law and regulation.
- 11. Conflict of Interest.** No member of the governing Board of RREC or City, and no other officer, employee, or agent of same who exercises any functions or responsibilities in connection with the planning and carrying out of this agreement, shall have any personal financial interest, direct or indirect, in the project or this agreement.
- 12. Authority to Enter into Agreement - Binding Affect.** Both City and the RREC have been duly authorized to enter into this agreement by their respective governing body or board, as the case may be, and this agreement is a binding obligation on the parties hereto and may be enforced in accordance with its terms.
- 14. Governing Law.** This agreement shall be governed by and constructed in accordance with the law of the State of Missouri, and where applicable, in accordance with federal law and regulation.
- 15. Notices.** All notices, requests, demands or other communications provided for herein shall be in writing and shall be deemed to have been given when sent by registered or certified mail, with return receipt requested, addressed, as the case may be to City at City Hall, P. O. Box 979, Rolla, Missouri 65402; and to RREC c/o Executive Director at 900 Innovation Dr., Ste. 208, Rolla, MO 65401; or to such address as any party shall designate to the other from time to time manner.
- 16. Amendments.** No amendment, modification, termination, or waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the parties hereto.

17. Severability of Provisions. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first written above.

ROLLA REGIONAL ECONOMIC COMMISSION

CITY OF ROLLA, MO

President

Mayor

Attest

Attest

VI . F. 6.

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Steffanie Rogers
Finance Director

ACTION REQUESTED: Ordinance/1st Reading

DATE: May 4, 2020

BUDGET APPROPRIATION: \$ 14,000.00

SUBJECT: Service Agreement between the City of Rolla and Phelps County Emergency Services Board

COMMENTARY:

On December 1, 2014, City Council renewed a contract between the City of Rolla and Phelps County Emergency Services Board for all accounting functions. The agreement authorizes the City of Rolla to provide accounting services for the Phelps County Emergency Services Board, as provided by the attached contract. All related costs including administrative time incurred by the City are reimbursed by the Phelps County Emergency Services Board. This agreement fosters a better working relationship with the Board, which is important. The proposed agreement can be amended but will last through December 31, 2023.

Staff is recommending the approval of this proposed contract and ordinance.

ITEM NO. _____

VI C.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 TECHNICAL ASSISTANCE CONTRACT BETWEEN THE CITY OF ROLLA, MISSOURI, AND THE PHELPS COUNTY EMERGENCY SERVICES BOARD.

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 Technical Assistance Contract between the City of Rolla, Missouri and the Phelps County Emergency Services Board, a copy of said agreement being 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 18TH DAY OF MAY 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

VI G.2.

TECHNICAL ASSISTANCE CONTRACT
by and between
THE PHELPS COUNTY EMERGENCY SERVICES BOARD
and
THE CITY OF ROLLA

This Agreement is made and entered into on the 4th day of May, 2020 by and between the Phelps County Emergency Services Board, Rolla, Missouri, hereinafter referred to as "PCESB" and the City of Rolla, hereinafter referred to as "City".

Now, therefore, in consideration of each of the agreements contained herein, the parties agree as follows:

1. Accounting Services to the PCESB. City may provide the services of one or more of its employees to the Board for the purpose of providing a qualified accountant and his/her assistants to accomplish the following tasks:

- a) Prepare and maintain the necessary financial records of the Board, including appropriate journals and ledgers, using generally accepted accounting principles.
- b) Prepare financial statements (Balance Sheet and Statement of Revenues and Expenditures) and report to the Board on the status of its financial position on a semi-annual basis, or as requested.
- c) Prepare for submission the necessary reports required of not-for-profit boards and employers to the Internal Revenue Service if necessary.
- d) Maintenance and management of all necessary bank accounts.
- e) Prepare payroll, W-2 and 1099s and related responsibilities, including the monthly completion of Federal and FICA tax deposits and quarterly reporting, if needed.

2. PCESB to Supply Information and Cover Cost of PCESB Employees. The PCESB shall supply City all needed information in order for City to completely and thoroughly do its job under this contract. Total compensation costs for all PCESB personnel shall be billed and paid for by PCESB as required by PCESB. PCESB personnel, both full and part time, shall maintain employment consistent with the rights and privileges of City employees, except as otherwise provided by this agreement or PCESB Board action. The compensation provided in this paragraph shall be in addition to the consideration provided for in Section 7 of this agreement.

3. Independent Contractor. Both the PCESB and City agree that City and its employees and representatives will act as independent contractors in the performance of its duties under this agreement. Neither City nor the Board shall have the authority to obligate or bind the other without the express written consent of the other party.

VI. 6.3.

4. Confidential Information. City agrees that any information received by City and its employees and representatives during the term of this agreement, and at any time thereafter, will be treated by City in full confidence when so determined by the PCESB and in accordance with the MO Sunshine Law.

5. PCESB to Hold Harmless City. The PCESB will hold harmless the City and its agents, employees, and representatives from all liability and claims of liability arising out of or incident to City's performance of its obligations under this agreement, excepting intentional misconduct or negligence of City. The PCESB further warrants and agrees that all data and information provided to City in conjunction with City's performance of its obligations hereunder, is true and correct.

6. Time of Performance. City will provide the services described in this agreement for the period commencing January 1, 2020 through December 31, 2023. The time and services of this contract may be terminated, extended or amended by Addendum hereto, containing the signatories of the parties.

7. Compensation for Services Rendered. PCESB shall pay an annual fixed cost of \$7,500 to be bill on a monthly basis. An annual inflationary increase in City personnel costs will be made to match what is approved by the City Council during the City's budget process. This adjustment will take effect in January of each subsequent year of this agreement. In addition, PCESB will pay \$6,500 per year for administrative services provided by the Rolla Police Department.

8. Termination of Agreement. This agreement will terminate December 31, 2023, unless extended by Addendum hereto as provided in Section 6; however, City or the PCESB may terminate this contract without cause by giving the other party not less than ninety (90) days written notice thereof. In the event of termination prior to completion of the project, the PCESB shall pay the cost of services rendered by City and expenses incurred in the performance of this agreement to the effective date of termination.

9. Equal Employment Opportunity. The City and PCESB agree that during the performance of this agreement, neither shall discriminate against any employee who is employed in the project covered by this agreement, or discriminate against any applicant for employment due to race, color, religion, sex, age, handicap, or national origin.

10. Compliance with Applicable Law and Regulation. In the City's and PCESB's performance of this agreement each party shall comply with all applicable law and regulation, and each party hereto shall supply the other, where necessary or applicable, with information and data for compliance with such applicable law and regulation.

VI. 6.4.

11. Conflict of Interest. No member of the governing Board of PCESB or City, and no other officer, employee, or agent of same who exercises any functions or responsibilities in connection with the planning and carrying out of this agreement, shall have any personal financial interest, direct or indirect, in the project or this agreement.

12. Authority to Enter into Agreement - Binding Affect. Both City and the PCESB have been duly authorized to enter into this agreement by their respective governing body or board, as the case may be, and this agreement is a binding obligation on the parties hereto and may be enforced in accordance with its terms.

14. Governing Law. This agreement shall be governed by and constructed in accordance with the law of the State of Missouri, and where applicable, in accordance with federal law and regulation.

15. Notices. All notices, requests, demands or other communications provided for herein shall be in writing and shall be deemed to have been given when sent by registered or certified mail, with return receipt requested, addressed, as the case may be to City at City Hall, P. O. Box 979, Rolla, Missouri 65402; and to PCESB at the Phelps County Courthouse, 200 North Main Street, Rolla, Missouri 65401; or to such address as any party shall designate to the other from time to time manner.

16. Amendments. No amendment, modification, termination, or waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the parties hereto.

17. Severability of Provisions. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this agreement of affecting the validity or enforceability of such provision in any other jurisdiction.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first written above.

PHELPS COUNTY EMERGENCY SERVICES BOARD

CITY OF ROLLA, MO

Chairman

Mayor

Attest

Attest

VI. 6.5.

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Steffanie Rogers
Finance Director

ACTION REQUESTED: Ordinance/1st Reading

DATE: May 4, 2020

BUDGET APPROPRIATION: \$ 10,000.00

SUBJECT: Service Agreement between the City of Rolla and Rolla Public Library

COMMENTARY:

On October 20, 2017, City Council renewed a contract between the City of Rolla and Rolla Public Library Board for all accounting functions. The agreement authorizes the City of Rolla to provide accounting services for the Rolla Public Library, as provided by the attached contract. All related costs including administrative time incurred by the City are reimbursed by the Library Board. This agreement fosters a better working relationship with the Library Directory and Library Board, which is important. The proposed agreement can be amended but will last through December 31, 2023.

Staff is recommending the approval of this proposed contract.

ITEM NO. VI. A. 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 TECHNICAL ASSISTANCE CONTRACT BETWEEN THE CITY OF ROLLA, MISSOURI, AND THE ROLLA PUBLIC LIBRARY.

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 Technical Assistance Contract between the City of Rolla, Missouri and the Rolla Public Library, a copy of said agreement being 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 18TH DAY OF MAY 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

HT. H. Q.

TECHNICAL ASSISTANCE CONTRACT

by and between

THE ROLLA PUBLIC LIBRARY

and

THE CITY OF ROLLA

This Agreement is made and entered into on the 5th day of May, 2020 by and between Rolla Public Library, Rolla, Missouri, hereinafter referred to as "Library" and the City of Rolla, hereinafter referred to as "City".

Now, therefore, in consideration of each of the agreements contained herein, the parties agree as follows:

1. Services to the Library. City shall provide the following services to the Library for purposes of providing technical assistance in the administration of the Library Board:

A. Accounting Services: A qualified accountant and his/her assistants shall be provided to accomplish the following tasks:

- 1) Prepare and maintain the necessary financial records of the Library Board, including appropriate journals and ledgers, using generally accepted accounting principles.
- 2) Prepare financial statements (Balance Sheet and Statement of Revenues and Expenditures) and report to the Library Board on the status of its financial position on a semi-annual basis, or as requested.
- 3) Prepare for submission the necessary reports required of not-for-profit boards and employers to the Internal Revenue Service, if necessary.
- 4) Maintenance and management of all necessary bank accounts.
- 5) Prepare payroll, W-2 and 1099s and related responsibilities, including the monthly completion of Federal and FICA tax deposits and quarterly reporting, for Library personnel.

B. Administrative Services: Qualified individuals shall be available at the request of the Library Board and/or its employee to accomplish the following tasks:

- 1) Provide administrative assistance to the Library Board, its officers, committees and its employees as required and/or requested including staff support, phone and fax support, copying assistance and necessary and ordinary supplies.
- 2) Assist the Library Board in the preparation and publication of agendas and any other materials necessary or required for those meetings, including telephone/e-mail verification of members attending.
- 3) Keep on file all minutes of Library Board meetings and all other pertinent documents.

VI, H.4.

4) Preparation of any desired correspondence and mailings.

5) Assist in various human resource and risk management functions, as needed.

2. The Library to Supply Information and Cover Cost of Library Employees. The Library shall supply City all needed information in order for City to completely and thoroughly do its job under this contract. Total compensation costs for all Library personnel shall be billed and paid for by Library as required by City. Library personnel, both full and part time, shall maintain employment consistent with the rights and privileges of City employees, except as otherwise provided by this agreement or Library Board action. The compensation provided in this paragraph shall be in addition to the consideration provided for in Section 7 of this agreement.

3. Independent Contractor. Both the Library and City agree that City and its employees and representatives will act as independent contractors in the performance of its duties under this agreement. Neither City nor the Board shall have the authority to obligate or bind the other without the express written consent of the other party. Library personnel shall be under the supervision, direction and control of the Board and the Board shall determine compensation to be provided to all Library personnel. Library personnel shall be deemed to be employees of City only for purposes of payroll and compensation-related purposes as provided in this agreement.

4. Confidential Information. City agrees that any information received by City and its employees and representatives during the term of this agreement, and at any time thereafter, will be treated by City in full confidence when so determined by the Library and in accordance with the MO Sunshine Law.

5. The Library to Hold Harmless City. The Library will hold harmless the City and its agents, employees, and representatives from all liability and claims of liability arising out of or incident to City's performance of its obligations under this agreement, excepting intentional misconduct or negligence of City. The Library further warrants and agrees that all data and information provided to City in conjunction with City's performance of its obligations hereunder, is true and correct.

6. Time of Performance. City will provide the services described in this agreement for the period commencing January 1, 2020 through December 31, 2023. The time and services of this contract may be terminated, extended or amended by Addendum hereto, containing the signatories of the parties.

VI.A.5.

7. **City Compensation for Services Rendered.** Library shall pay an annual fixed cost of \$10,000 to be bill on a monthly. An annual inflationary increase in City personnel costs will be made to match what is approved by the City Council during the City's budget process. This adjustment will take effect in July of each subsequent year of this agreement.

8. **Termination of Agreement.** This agreement will terminate December 31, 2023, unless extended by Addendum hereto as provided in Section 6; however, City or the Library may terminate this contract without cause by giving the other party not less than ninety (90) days written notice thereof. In the event of termination prior to completion of the project, the Library shall pay the cost of services rendered by City and expenses incurred in the performance of this agreement to the effective date of termination.

9. **Equal Employment Opportunity.** The City and the Library agree that during the performance of this agreement, neither shall discriminate against any employee who is employed in the project covered by this agreement, or discriminate against any applicant for employment due to race, color, religion, sex, age, handicap, or national origin.

10. **Compliance with Applicable Law and Regulation.** In the City's and the Library's performance of this agreement each party shall comply with all applicable law and regulation, and each party hereto shall supply the other, where necessary or applicable, with information and data for compliance with such applicable law and regulation.

11. **Conflict of Interest.** No member of the governing Board of the Library or City, and no other officer, employee, or agent of same who exercises any functions or responsibilities in connection with the planning and carrying out of this agreement, shall have any personal financial interest, direct or indirect, in the project or this agreement.

12. **Authority to Enter into Agreement - Binding Affect.** Both City and the Library have been duly authorized to enter into this agreement by their respective governing body or board, as the case may be, and this agreement is a binding obligation on the parties hereto and may be enforced in accordance with its terms.

13. **Governing Law.** This agreement shall be governed by and constructed in accordance with the law of the State of Missouri, and where applicable, in accordance with federal law and regulation.

14. **Notices.** All notices, requests, demands or other communications provided for herein shall be in writing and shall be deemed to have been given when sent by registered or certified mail, with return receipt requested, addressed, as the case may be to City at City Hall, P. O. Box 979, Rolla, Missouri

VI. A. 6.

65402; and to the Library at 900 N. Pine St., Rolla, Missouri 65401; or to such address as any party shall designate to the other from time to time.

15. Amendments. No amendment, modification, termination, or waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the parties hereto.

16. Severability of Provisions. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this agreement of affecting the validity or enforceability of such provision in any other jurisdiction.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first written above.

ROLLA PUBLIC LIBRARY

CITY OF ROLLA, MO

Chairman

Mayor

Attest

Attest

VI . 11 . 9.

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Steffanie Rogers
Finance Director **ACTION REQUESTED:** Ordinance/1st Reading

DATE: May 4, 2020 **BUDGET APPROPRIATION:** \$ 10,000.00

SUBJECT: Service Agreement between the City of Rolla and Rolla Rural Fire Protection District

COMMENTARY:

On September 14, 2016, the City entered into a contract with the Rolla Rural Fire Protection District (Rolla Rural) for limited accounting services. This agreement authorizes the City of Rolla to provide accounting services, as provided by the attached contract. All related costs including administrative time incurred by the City are reimbursed by Rolla Rural. The renewal agreement can be amended but will last through December 31, 2023.

Staff is recommending the approval of this proposed contract.

ITEM NO. VI.I.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 TECHNICAL ASSISTANCE CONTRACT BETWEEN THE CITY OF ROLLA, MISSOURI, AND THE ROLLA RURAL FIRE PROTECTION DISTRICT.

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 Technical Assistance Contract between the City of Rolla, Missouri and the Rolla Rural Fire Protection District, a copy of said agreement being 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 18TH DAY OF MAY 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

VI I.2.

TECHNICAL ASSISTANCE CONTRACT
by and between
ROLLA RURAL FIRE PROTECTION DISTRICT
and
THE CITY OF ROLLA

This Agreement is made and entered into on the 4th day of May, 2020 by and between the Rolla Rural Fire Protection District, Rolla, Missouri, hereinafter referred to as "Rolla Rural" and the City of Rolla, hereinafter referred to as "City".

Now, therefore, in consideration of each of the agreements contained herein, the parties agree as follows:

1. Services to the Rolla Rural. City shall provide the following services to Rolla Rural for purposes of providing technical assistance in the administration of the Rolla Rural Board:

- A. Accounting Services: A qualified accountant and his/her assistants shall be provided to accomplish the following tasks:
 - 1) Prepare and maintain the necessary financial records of the Rolla Rural Board, including appropriate journals and ledgers, using generally accepted accounting principles.
 - 2) Prepare financial statements (Balance Sheet and Statement of Revenues and Expenditures) and reports to the Rolla Rural Board on the status of its financial position on a semi-annual basis, or as requested.
 - 3) Prepare for submission the necessary reports required of governmental/not-for-profit boards and employers to the Internal Revenue Service, if necessary.
 - 4) Maintenance and management of all necessary bank accounts.
 - 5) Prepare payroll, W-2 and 1099s and related responsibilities, including the monthly completion of Federal and FICA tax deposits and quarterly reporting, for Rolla Rural personnel.
- B. Administrative Services: Qualified individuals shall be available at the request of the Rolla Rural Board and/or its employee to accomplish the following tasks:
 - 1) Provide administrative assistance to the Rolla Rural Board, its officers, committees and its employees as required and/or requested including staff support, phone and fax support, copying assistance and necessary and ordinary supplies.
 - 2) Assist the Rolla Rural Board in the preparation and publication of agendas and any other materials necessary or required for those meetings, including telephone/e-mail verification of members attending. This is in reference to financial, risk management and human resource matters.

VI. I. 3.

- 3) Keep on file all minutes of Rolla Rural Board meetings and all other pertinent documents for audit purposes.
- 4) Preparation of any desired correspondence and mailings.
- 5) Assist in various human resource and risk management functions, as needed.

C. **Technology Services:** Qualified individuals shall be available at the request of the Rolla Rural Board and/or its employee to accomplish tasks are related to Information Technology.

2. Rolla Rural to Supply. Rolla Rural shall supply City with all needed information in order for it to completely and thoroughly do its job. Rolla Rural shall pay to City an amount equal to the actual salary and benefits of the Rolla Rural personnel, both full and part time, whose employment will be consistent with the rights and privileges of all City employees, except as otherwise provided by this agreement. The compensation provided in this paragraph shall be in addition to the consideration provided for in Section 7 of this agreement.

3. Independent Contractor. Both Rolla Rural and City agree that City and its employees and representatives will act as independent contractors in the performance of its duties under this agreement. Neither City nor the Rolla Rural Board shall have the authority to obligate or bind the other without the express written consent of the other party. Rolla Rural personnel shall be under the supervision, direction and control of the Rolla Rural Board and the Rolla Rural Board shall determine compensation to be provided to all Rolla Rural personnel. Rolla Rural personnel shall be deemed to be employees of City only for purposes of payroll and compensation-related purposes as provided in this agreement.

4. Confidential Information. City agrees that any information received by City and its employees and representatives during the term of this agreement, and at any time thereafter, will be treated by City in full confidence when so determined by the Rolla Rural and in accordance with the MO Sunshine Law.

5. Rolla Rural to Hold Harmless City. Rolla Rural will hold harmless the City and its agents, employees, and representatives from all liability and claims of liability arising out of or incident to City's performance of its obligations under this agreement, excepting intentional misconduct or negligence of City. Rolla Rural further warrants and agrees that all data and information provided to City in conjunction with City's performance of its obligations hereunder, is true and correct.

6. Time of Performance. City will provide the services described in this agreement for the period commencing January 1, 2020 through December 31, 2023. The time and services of this contract may be terminated, extended or amended by Addendum hereto, containing the signatories of the parties.

VI I.4.

7. **Consideration.** Rolla Rural agrees to pay on a monthly basis the direct compensation and benefits of Rolla Rural personnel. In addition Rolla Rural shall an annual fixed cost of \$10,000 to be billed on a monthly basis. An annual inflationary increase will be made to match what is approved by the City Council during the budget process. This inflationary adjustment will take effect in January of each year.

8. **Termination of Agreement.** This agreement will terminate December 31, 2023, unless extended by Addendum hereto as provided in Section 6; however, City or the Rolla Rural may terminate this contract without cause by giving the other party not less than ninety (90) days written notice thereof. In the event of termination prior to completion of the project, the Rolla Rural shall pay the cost of services rendered by City and expenses incurred in the performance of this agreement to the effective date of termination.

9. **Equal Employment Opportunity.** The City and the Rolla Rural agree that during the performance of this agreement, neither shall discriminate against any employee who is employed in the project covered by this agreement, or discriminate against any applicant for employment due to race, color, religion, sex, age, handicap, or national origin.

10. **Compliance with Applicable Law and Regulation.** In the City's and the Rolla Rural's performance of this agreement each party shall comply with all applicable law and regulation, and each party hereto shall supply the other, where necessary or applicable, with information and data for compliance with such applicable law and regulation.

11. **Conflict of Interest.** No member of the governing Board of Rolla Rural or City, and no other officer, employee, or agent of same who exercises any functions or responsibilities in connection with the planning and carrying out of this agreement, shall have any personal financial interest, direct or indirect, in the project or this agreement.

12. **Authority to Enter into Agreement - Binding Affect.** Both City and Rolla Rural have been duly authorized to enter into this agreement by their respective governing body or board, as the case may be, and this agreement is a binding obligation on the parties hereto and may be enforced in accordance with its terms.

13. **Governing Law.** This agreement shall be governed by and constructed in accordance with the law of the State of Missouri, and where applicable, in accordance with federal law and regulation.

VI. I. 5.

14. Notices. All notices, requests, demands or other communications provided for herein shall be in writing and shall be deemed to have been given when sent by registered or certified mail, with return receipt requested, addressed, as the case may be to City at City Hall, P. O. Box 979, Rolla, Missouri 65402; and to Rolla Rural Fire Protection District at 1575 Lions Club Drive, Rolla, Missouri 65401; or to such address as any party shall designate to the other from time to time.

15. Amendments. No amendment, modification, termination, or waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the parties hereto.

16. Severability of Provisions. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first written above.

**ROLLA RURAL FIRE
PROTECTION DISTRICT**

CITY OF ROLLA, MO

Chairman

Mayor

Attest

Attest

VI. I. 6.

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Ordinance **1st Reading**

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

BUDGET APPROPRIATION: **DATE: 05/04/20**

COMMENTARY:

Attached is an ordinance authorizing the Mayor to enter into a contract with McClanahan Construction Co. for Improvements to our Southeast Wastewater Treatment Plant for \$14,156,988.99. This was awarded by council and has been approved by DNR. The loan closing date for our State Revolving Loan Fund is set for May 28, 2020.

Staff recommends approval.

VI J. i.

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 MCCLANAHAN CONSTRUCTION CO., FOR IMPROVEMENTS TO OUR SOUTHEAST WASTEWATER TREATMENT PLANT, PROJECT #473.

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 McClanahan Construction Co., for improvements to our Southeast Wastewater Treatment Plant, Project #473 Southeast WWTP, 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 18th DAY OF MAY 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

VI J.2.

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
BETWEEN OWNER AND CONTRACTOR (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Rolla, Missouri ("Owner") and
McClanahan Construction Co. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: ***Constructing a new oxidation ditch, clarifier, RAS/WAS and intermediate pumping, chemical feed facilities, modification of several existing facilities and associated Site Work, piping, electrical, and instrumentation.***

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Southeast WWTP Improvements.**

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by **HDR Engineering, Inc.**
- 3.02 The Owner has retained **HDR Engineering, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Days*

- A. The Work will be substantially completed within 540 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 570 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the

actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of: \$14,156,988.99.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about a mutually agreeable day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

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

- a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the maximum allowable rate.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies,

or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. Other bonds.
 - a. Maintenance Bond (pages 1 to 2, inclusive).
 - 5. General Conditions (pages 1 to 65, inclusive).
 - 6. Supplementary Conditions (pages 1 to 11, inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Drawings (not attached but incorporated by reference) consisting of the Drawings listed on the attached sheet index.
 - 9. Addenda numbers 1 to 7, inclusive.
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 7, inclusive).
 - 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

VI J. 8.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on { _____ } (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____
(where applicable)

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

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

VI. J. 9.

SECTION 00 61 13
PERFORMANCE BOND (EJCDC C-610)

EJCDC C-610 Performance Bond Form

HDR Project No. 10116104

City of Rolla, Missouri
Southeast WWTP Improvements
PERFORMANCE BOND (EJCDC C-610)
00 61 13 - 1

December 2019
Issued for Bid

VI J-10

PERFORMANCE BOND

CONTRACTOR (name and address):

SURETY (name and address of principal place of business):

OWNER (name and address):

City of Rolla, Missouri

Physical Address:

901 North Elm Street

Rolla, MO 65401

Mailing Address:

PO Box 979

Rolla, MO 65402

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description (name and location): Southeast WWTP Improvement, Rolla, Missouri

BOND

Bond Number:

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount:

Modifications to this Bond Form: None See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Missouri.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal (seal)

Surety's Name and Corporate Seal (seal)

By: _____
Signature

By: _____
Signature (attach power of attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

VII J. 11.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

SECTION 00 61 14
PAYMENT BOND (EJCDC C-615)

EJCDC C-615 Payment Bond Form

HDR Project No. 10116104

City of Rolla, Missouri
Southeast WWTP Improvements
PAYMENT BOND (EJCDC C-615)
00 61 14 - 1

December 2019
Issued for Bid

VI. J. 14.

PAYMENT BOND

CONTRACTOR (name and address):

SURETY (name and address of principal place of business):

OWNER (name and address):

City of Rolla, Missouri

Physical Address:

901 North Elm Street

Rolla, MO 65401

Mailing Address:

PO Box 979

Rolla, MO 65402

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description (name and location): Southeast WWTP Improvements, Rolla, Missouri

BOND

Bond Number:

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount:

Modifications to this Bond Form: None See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Missouri.

CONTRACTOR AS PRINCIPAL

SURETY

(seal)
Contractor's Name and Corporate Seal

(seal)
Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (attach power of attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

VII J.15.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the

Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

SECTION 00 61 15
MAINTENANCE BOND

HDR Project No. 10116104

City of Rolla, Missouri
Southeast WWTP Improvements
MAINTENANCE BOND
00 61 15 - 1

December 2019
Issued for Bid

VI.J.18.

MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That _____

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

hereinafter called Surety, are held and firmly bound unto _____

City of Rolla, Missouri
(Name of Owner)

Physical: 109 North Elm Street, Rolla, MO 65041
Mailing: PO Box 979, Rolla, MO 65402
(Address of Owner)

Southeast WWTP Improvements
(Project)

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of

_____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, Whereas on the _____ day of _____, 20 ____, the Principal entered into a written agreement with the OWNER, for the construction and reconstruction, or repair of certain public improvements as designated and described in the said agreement; and

Whereas, it was a condition of the contract award by the Owner that these presents be executed by the Principal and Surety aforesaid, and

Whereas, the Principal agrees to guarantee the work hereinabove described, including all materials and workmanship, for the period of two (2) years beginning on the date the Owner so accepts said Work, said date being the formal acceptance date.

Whereas, the parties agree that the laws of the State of Missouri shall govern this MAINTENANCE BOND. Any action arising out of the terms and conditions shall be instituted and litigated in the courts of the State of Missouri, County of Clay and in no other.

NOW, THEREFORE, if the Principal shall and will, in all particulars, well, duly, and faithfully observe, perform and abide by each and every covenant, condition and part of said written agreement and other Contract Documents and shall protect the Owner against all damages, losses and expenses which may occur to Owner, by reason of defective materials used, or by reason of defective workmanship done, and for the construction, reconstruction or repair of said public improvements, and settlement of backfill excavated areas.

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IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Missouri.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be
Number

deemed an original, this the _____ day of _____, 20 ____.

ATTEST:

Principal

(Principal) Secretary

(SEAL) By _____ (s)

(Witness as to Principal) _____
(Address)

(Address) _____
Surety

ATTEST:

(Witness to Surety) By _____ (s)
Attorney-in-Fact

(Address) _____
(Address)

NOTE:

1. Date of BOND must not be prior to date of contract.
2. If CONTRACTOR is partnership, all partners should execute BOND.
3. Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.
4. Accompany this bond with Attorney-in-Fact's Authority from the Surety Company certified to include the date of the bond.
5. Provide supplemental execution by any additional parties, such as joint venturers.
6. Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

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PROJECT MANAGER MICHAEL KALLS
CIVIL K. CAMPBELL
STRUCTURAL D. WISEMAN
STRUCTURAL S. STACK
PROCESS M. KALLS
PROCESS L. CAMPBELL
MECHANICAL J. LEVINS
ELECTRICAL R. WHITE
INSTRUMENTATION R. SPOFFORD
PROJECT NUMBER 10118104



City of ROLLA
CITY OF ROLLA, MISSOURI
SOUTHEAST WWTP IMPROVEMENTS

GENERAL INDEX OF DRAWINGS
SCALE 1"=10'-0"
FILENAME 1011104-00-02-G-General.dwg
SHEET 00G001

0 12/20/19 ISSUED FOR BID
ISSUE DATE DESCRIPTION

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BID FORM

CITY OF ROLLA, MISSOURI
Southeast WWTP Improvements
HDR Project Number 10116104

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Rolla, Missouri, 901 North Elm Street, Rolla, MO 65401

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

2.02 BIDDER will sign and deliver the required number of counterparts of the AGREEMENT with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of OWNER's Notice of Award.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
Addendum No. 1	01/31/2020
Addendum No. 2	02/04/2020
Addendum No. 3	02/24/2020
Addendum No. 4	02/28/2020
Addendum No. 5	03/02/2020
Addendum No. 6	03/03/2020
Addendum No. 7	03/04/2020

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations

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obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
5.01.1	Mobilization (Not to exceed 2 PCT of Total Bid Price)	LS	1	\$100,000	\$100,000
5.01.2	Pre-Determined Equipment Price Items				
5.01.2.a	Flygt Scope of Supply - Series 57 ⁽¹⁾ Attachment A	LS	1	N/A	\$23,289.00
5.01.2.b	Trojan Technologies Scope of Supply - Series 48 ⁽¹⁾ Attachment B	LS	1	N/A	\$51,699.99
5.01.3	All work under the Bidding Documents not included in Bid items 5.01.1 through 5.01.2	LS	1	\$13,550,000	\$13,550,000
Total of All Unit Price Bid Items					\$13,724,988.99

Total Base Bid Price = \$ 13,724,988.99

(1) Pre-Determined Price/Scope of Supply: Contractor is responsible for purchase and installation to provide a complete and fully functional system. Any discrepancies between the Terms and Conditions Documents is the full responsibility of the Contractor. See Section 00 43 37 - Schedule of Suppliers; Paragraph 1.2.1 for additional requirements.

5.02 ADD ALTERNATE NO. 1

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
5.02.1	Clarifier Mechanism – Circular Plow Type, for West Peak Flow Clarifier - Series 64 and Section 46 43 23	LS	1	N/A	323,000

Total of Base Bid Plus Add Alternate No. 1 = \$ 14,047,988.99

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*opened
 3:03 p.m.
 3-4-2020
 Carol*

5.03 ADD ALTERNATE NO. 2

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
5.03.1	Fiberglass Launder Covers, for Clarifier No. 2 and No. 3 - Series 34; Series 36 (partial); and Section 46 67 13	LS	1	N/A	109,000

Total of Base Bid Plus Add Alternates No. 1 and No. 2 = \$ 14,156,988.99

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 540 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 570 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor’s License No.: _____ [or] Evidence of Bidder’s ability to obtain a State Contractor’s License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - G. Required Bidder Qualification Statement with supporting data; and

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

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ARTICLE 9 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

McClanahan Construction Co., Inc.

By: 
[Signature]

[Printed name] Patrick McClanahan, President
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 
[Signature]

[Printed name] Terri Basho

Title: Office Manager

Submittal Date: 3/4/2020

Address for giving notices:

PO Box 439, Rogersville, MO 65742
Physical: 4525 S. Farm Rd 223, Rogersville,
MO 65742

Telephone Number: 417-753-2750

Fax Number: 417-753-7705

Contact Name and e-mail address: Patrick McClanahan
mcclanahan@mcclanahancc.com

Bidder's License No.: _____
(where applicable)

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McClanahan Construction Company, Inc.
PO Box 439
Rogersville, MO 65742
417-753-2750 Fax: 417-753-7705
Email: mcclanahan@mcclanahancc.com

City of Rolla - Southeast WWTP Improvements

Proposed Subcontractors

Jeppries Electric	Electrical
Multicraft Contractors, Inc.	HVAC + chemical piping

SECTION 00 62 16
CERTIFICATE OF LIABILITY INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

HDR Project No. 10116104

City of Rolla, Missouri
Southeast WWTP Improvements
CERTIFICATE OF LIABILITY INSURANCE
00 62 16 - 1

December 2019
Issued for Bid

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	NAIC #
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

VI. J. 32

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Ordinance **1st Reading**

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

BUDGET APPROPRIATION: **DATE: 05/04/20**

COMMENTARY:

Attached is an ordinance authorizing the Mayor to enter into a contract with Mid-State Pipeline Maintenance LLC for Improvements to our Vichy Road Wastewater Treatment Plant for \$6,208,000.00. This was awarded by council and has been approved by DNR. The loan closing date for our State Revolving Loan Fund is set for May 28, 2020.

Staff recommends approval.

VI.K.I.

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 MID-STATE PIPELINE MAINTENANCE LLC, FOR IMPROVEMENTS TO OUR VICHY ROAD WASTEWATER TREATMENT PLANT, PROJECT #473.

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 Mid-State Pipeline Maintenance LLC, for improvements to our Vichy Road Wastewater Treatment Plant, Project #473 Vichy, 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 18th DAY OF MAY 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

VI. K. 2.

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Rolla, Missouri ("Owner") and
Mid-State Pipeline Maintenance LLC. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: ***Constructing influent pumping, screening, an oxidation ditch, clarifiers, UV disinfection, RAS/WAS pumping, chemical feed facilities, modification of several existing facilities and associated site work, piping, electrical, and instrumentation***

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Vichy Road WWTP Improvements.**

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by **HDR Engineering, Inc.**
3.02 The Owner has retained **HDR Engineering, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 365 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 395 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the

actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of: \$6,208,000.00.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about a mutually agreeable day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

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

- a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the maximum allowable rate.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies,

or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Performance bond (pages 1 to 3 inclusive).
 - 3. Payment bond (pages 1 to 3 inclusive).
 - 4. Other bonds.
 - a. Maintenance Bond (pages 1 to 2, inclusive).
 - 5. General Conditions (pages 1 to 65, inclusive).
 - 6. Supplementary Conditions (pages 1 to 11, inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Drawings (not attached but incorporated by reference) consisting of the Drawings listed on the attached sheet index.
 - 9. Addenda numbers 1 to 5, inclusive.
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 5, inclusive).
 - 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.

- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on { _____ } (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____
(where applicable)

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

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

VII. K.9.

SECTION 00 61 13
PERFORMANCE BOND (EJCDC C-610)

EJCDC C-610 Performance Bond Form

HDR Project No. 10116104

City of Rolla, Missouri
Vichy Road WWTP Improvements
PERFORMANCE BOND (EJCDC C-610)
00 61 13 - 1

December 2019
Issued for Bid

VI K. 10.

PERFORMANCE BOND

CONTRACTOR (name and address):

SURETY (name and address of principal place of business):

OWNER (name and address):

City of Rolla, Missouri

Physical Address:

901 North Elm Street

Rolla, MO 65401

Mailing Address:

PO Box 979

Rolla, MO 65402

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description (name and location): **Vichy Road WWTP Improvement, Rolla, Missouri**

BOND

Bond Number:

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount:

Modifications to this Bond Form: None See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Missouri.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal (seal)

Surety's Name and Corporate Seal (seal)

By: _____
Signature

By: _____
Signature (attach power of attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

SECTION 00 61 14
PAYMENT BOND (EJCDC C-615)

EJCDC C-615 Payment Bond Form

HDR Project No. 10116104

City of Rolla, Missouri
Vichy Road WWTP Improvements
PAYMENT BOND (EJCDC C-615)
00 61 14 - 1

December 2019
Issued for Bid

VI. K. 14.

PAYMENT BOND

CONTRACTOR (name and address):

SURETY (name and address of principal place of business):

OWNER (name and address):

City of Rolla, Missouri

Physical Address:

901 North Elm Street

Rolla, MO 65401

Mailing Address:

PO Box 979

Rolla, MO 65402

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description (name and location): Vichy Road WWTP Improvements, Rolla, Missouri

BOND

Bond Number:

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount:

Modifications to this Bond Form: None See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Missouri.

CONTRACTOR AS PRINCIPAL

SURETY

(seal)
Contractor's Name and Corporate Seal

(seal)
Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (attach power of attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the

Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

**SECTION 00 61 15
MAINTENANCE BOND**

HDR Project No. 10116104

City of Rolla, Missouri
Vichy Road WWTP Improvements
MAINTENANCE BOND
00 61 15 - 1

December 2019
Issued for Bid

VI K.18.

MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That _____

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

hereinafter called Surety, are held and firmly bound unto _____

City of Rolla, Missouri
(Name of Owner)

Physical: 109 North Elm Street, Rolla, MO 65041
Mailing: PO Box 979, Rolla, MO 65402
(Address of Owner)

Vichy Road WWTP Improvements
(Project)

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of

_____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, Whereas on the _____ day of _____, 20 ____, the Principal entered into a written agreement with the OWNER, for the construction and reconstruction, or repair of certain public improvements as designated and described in the said agreement; and

Whereas, it was a condition of the contract award by the Owner that these presents be executed by the Principal and Surety aforesaid, and

Whereas, the Principal agrees to guarantee the work hereinabove described, including all materials and workmanship, for the period of two (2) years beginning on the date the Owner so accepts said Work, said date being the formal acceptance date.

Whereas, the parties agree that the laws of the State of Missouri shall govern this MAINTENANCE BOND. Any action arising out of the terms and conditions shall be instituted and litigated in the courts of the State of Missouri, County of Clay and in no other.

NOW, THEREFORE, if the Principal shall and will, in all particulars, well, duly, and faithfully observe, perform and abide by each and every covenant, condition and part of said written agreement and other Contract Documents and shall protect the Owner against all damages, losses and expenses which may occur to Owner, by reason of defective materials used, or by reason of defective workmanship done, and for the construction, reconstruction or repair of said public improvements, and settlement of backfill excavated areas.

VI. K. 19.

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Missouri.

IN WITNESS WHEREOF, this instrument is executed in 8 counterparts, each one of which shall be
Number

deemed an original, this the _____ day of _____, 20 ____.

ATTEST:

(Principal) Secretary

Principal

(SEAL)

By _____ (s)

(Witness as to Principal)

(Address)

(Address)

Surety

ATTEST:

(Witness to Surety)

By _____ (s)
Attorney-in-Fact

(Address)

(Address)

NOTE:

1. Date of BOND must not be prior to date of contract.
2. If CONTRACTOR is partnership, all partners should execute BOND.
3. Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.
4. Accompany this bond with Attorney-in-Fact's Authority from the Surety Company certified to include the date of the bond.
5. Provide supplemental execution by any additional parties, such as joint venturers.
6. Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

VI. K. 20.

SECTION 00 41 13
BID FORM FOR CONSTRUCTION CONTRACTS (EJCDC C-410)

EJCDC C-410
BID FORM FOR CONSTRUCTION CONTRACTS

HDR Project No. 10116104

City of Rolla, Missouri
Vichy Road WWTP Improvements
BID FORM FOR CONSTRUCTION CONTRACTS (EJCDC C-410)
00 41 13 - 1

March 2020
Addendum No. 5

VI. K. 22.

March 2020
Addendum No. 5

BID FORM

CITY OF ROLLA, MISSOURI

Vichy Road WWTP Improvements

HDR Project Number 10116104

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VI. K. 24.

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:
City of Rolla, Missouri, 901 North Elm Street, Rolla, MO 65401
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 2.02 BIDDER will sign and deliver the required number of counterparts of the AGREEMENT with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of OWNER’s Notice of Award.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
 - A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>Addendum No. 1</u>	<u>01/31/2020</u>
<u>Addendum No. 2</u>	<u>02/04/2020</u>
<u>Addendum No. 3</u>	<u>02/24/2020</u>
<u>Addendum No. 4</u>	<u>03/13/2020</u>
<u>Addendum No. 5</u>	<u>03/16/2020</u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

VI.K.25.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

March 2020
 Addendum No. 5

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
5.01.1	Mobilization (Not to exceed 2 PCT of Total Bid Price)	LS	1	\$117,000	\$117,000 ⁰⁰
5.01.2	Pre-Determined Equipment Price Items			1,227,700 ⁰⁰	1,227,700 ⁰⁰
5.01.2.a	Trojan Technologies Scope of Supply - Series 36 ⁽¹⁾ Attachment A	LS	1	N/A	\$158,800.00
5.01.2.b	Jim Myers and Sons Scope of Supply - Series 38 ⁽¹⁾ Attachment B	LS	1	N/A	\$38,500.00
5.01.2.c	Durkin Equipment Company Scope of Supply ⁽¹⁾ Attachment C	LS	1	N/A	\$429,051.00
5.01.3	All work under the Bidding Documents not included in Bid items 5.01.1 through 5.01.2	LS	1	\$	\$4,011,949 ⁰⁰
Total of All Unit Price Bid Items					\$5,983,000⁰⁰

Total Base Bid Price = \$ 5,983,000⁰⁰

(1) Pre-Determined Price/Scope of Supply: Contractor is responsible for purchase and installation to provide a complete and fully functional system. Any discrepancies between the supplier's Terms and Conditions and the Contract Documents are the full responsibility of the Contractor. See Section 00 43 37 - Schedule of Suppliers; Paragraph 1.2.1 for additional requirements.

5.02 ADD ALTERNATE NO. 1

*Opened
 3-18-2020
 3:07 PM
 CR01*

VI . K. 27.

March 2020
Addendum No. 5

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
5.02.1	Clarifier Mechanism – Circular Plow Type, for West Peak Flow Clarifier - Series 46 and Section 46 43 23	LS	1	N/A	\$225,000.00

Total of Base Bid Plus Add Alternate No. 1 =

\$ 6,209,000.00

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 365 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 395 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No.: n/a [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - G. Required Bidder Qualification Statement with supporting data; and

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

Midstate Pipeline Maintenance, LLC

March 2020
Addendum No. 5

By:

[Signature]

Jim Zumwalt

[Printed name]

Jim Zumwalt

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

Tony Miller

[Printed name]

Tony Miller

Title:

Projects Manager

Submittal Date:

3/18/20

Address for giving notices:

PO Box 643

Belle, Mo 65013

Telephone Number:

573-859-3661

Fax Number:

573-859-3662

Contact Name and e-mail address:

Tony Miller

tmiller@midstatepipeline.com

Bidder's License No.:

n/a

(where applicable)

SECTION 00 62 16
CERTIFICATE OF LIABILITY INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

HDR Project No. 10116104

City of Rolla, Missouri
Vichy Road WWTP Improvements
CERTIFICATE OF LIABILITY INSURANCE
00 62 16 - 1

December 2019
Issued for Bid

VI . K. 30.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A :	NAIC #
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

VI K. 31.

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Bid Award/Ordinance

Motion/1st reading

ITEM/SUBJECT: Project #359 – Kingshighway and Route 72/Bishop Intersection Improvements

BUDGET APPROPRIATION: TDD \$4,240,000.00

DATE: 05/04/20

COMMENTARY:

City staff received one bid for Project #359 – Kingshighway and Route 72/Bishop Intersection Improvements. The bid was as follows:

Donald Maggi Inc.
PO Box 66
Rolla, MO 65402

\$4,685,634.05

We knew there was limited interest in the project with low participation in the pre-bid meeting. The bid date was extended and the usual bidders were contacted to make sure they were aware of the project. Some common responses were that had ample work, not interested in doing the work or had concerns on housing and feeding out of town workers with the current COVID-19 restrictions and future uncertainties.

The Engineer's Estimate for this project was \$4,047,390.72. We evaluated the bid and found some items of the bid to be performed by subcontractors were much higher than what was anticipated.

We negotiated with the contractor to lower the bid price for the project. We are proposing an \$872,679.75 deduct from the contract with a change order. The street light installation was modified and the bid price was lowered from \$477,370.80 to \$329,661.30. The other items which involve finish items to be done either by city forces or a contractor currently under contract to the City. Those items include:

- Final lift of asphalt.
- Signing, painting and the installation of the RRFB Mid-Block Pedestrian Crossing.
- Final grading, landscape and amenities and installation of sod.
- Construction Staking.

These costs will be reimbursed from the Move Rolla TDD. Given these changes we estimate the total project will be \$4,240,000.00. We do not believe rebidding the project to be of any benefit. This project will be particularly cumbersome to build and will require a lot of work be done at night under very tight deadlines. Both would be factors in higher than usual bid prices.

We have presented this to the Move Rolla TDD Board and they have approved the bid and change orders.

Staff recommends a motion to award the bid to Donald Maggi Inc. for \$4,685,634.05.

Staff also recommends the first reading of the ordinance authorizing the Mayor to enter into the contract with Donald Maggi Inc. for \$4,685,634.05 and approve Change Order #1 for Project 359 – Kingshighway deducting \$872,679.75 from the contract.

The next item in the agenda will be for the change order with Pierce Asphalt for the addition of \$306,000.00 to Project Number 500.

ITEM NO. VII - A.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 AND CHANGE ORDER BETWEEN THE CITY OF ROLLA, MISSOURI AND DONALD MAGGI INC., FOR KINGSHIGHWAY IMPROVEMENTS & ROUTE 72 AND BISHOP INTERSECTION IMPROVEMENTS, 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 Donald Maggi Inc., for Kingshighway Improvements & Route 72 and Bishop Intersection Improvements, Project #359, 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 change order #1 for Kingshighway Improvements & Route 72 and Bishop Intersection Improvements, Project #359, a copy of said change order being attached hereto and marked Exhibit B.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 18th DAY OF MAY 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

VII A.2.

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 _____ **Donald Maggi, 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 **“KINGSHIGHWAY IMPROVEMENTS & ROUTE 72 AND BISHOP INTERSECTION IMPROVEMENTS, 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 **“KINGSHIGHWAY IMPROVEMENTS & ROUTE 72 AND BISHOP INTERSECTION IMPROVEMENTS, PROJECT 359”**.

VII. A.3.

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:

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.

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.

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.

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

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.

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.

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.

VII. A.4.

Exhibit A

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 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 \$4,685,634.05 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, and that the Contractor shall complete said work within the specified consecutive calendar days for each street on the Quotation Page No. 25. A Notice to Proceed will be issued for each street as soon as they are made available by City.

It is further stipulated that in the event that the Contractor fails in the performance of the work specified and required to be performed within the period of time specified, the Contractor shall pay the Owner, as and for liquidated damages, and not as a penalty, the sum of one hundred dollars (\$100.00) per calendar day that the Contractor shall be in default.

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

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. A.5.

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 _____
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. A.6.

Exhibit A

KINGSHIGHWAY IMPROVEMENTS-BID ITEMS					
Bid Item	Extended				
#	Description	Unit	Quantity	Unit Price	Price
2013000	CLEARING AND GRUBBING	LS	1	\$ 100,000.00	\$ 100,000.00
2022010	REMOVAL OF IMPROVEMENTS	LS	1	\$ 150,000.00	\$ 150,000.00
2035000	UNCLASSIFIED EXCAVATION	CUYD	1463	\$ 18.00	\$ 26,334.00
2036000	COMPACTING EMBANKMENT	CUYD	634	\$ 15.00	\$ 9,510.00
3040183	TYPE 1 AGGREGATE FOR BASE (8 IN. THICK)	SQYD	2580	\$ 11.27	\$ 29,076.60
3040504	TYPE 5 AGGREGATE FOR BASE (4 IN. THICK)	SQYD	289	\$ 5.75	\$ 1,661.75
3040506	TYPE 5 AGGREGATE FOR BASE (6 IN. THICK)	SQYD	5397	\$ 8.50	\$ 45,874.50
4011209	BITUMINOUS PAVEMENT MIXTURE PG64-22, (BP-1)	TONS	3600	\$ 102.00	\$ 367,200.00
4013000	BITUMINOUS PAVEMENT MIXTURE PG64-22 (BASE)	TONS	60	\$ 102.00	\$ 6,120.00
4030103	ASPHALTIC CONCRETE MIXTURE PG 70-22 (SP125C MIX)	TONS	45	\$ 162.00	\$ 7,290.00
4030306	ASPHALTIC CONCRETE MIXTURE PG 64-22 (SP250C MIX)	TONS	156	\$ 162.00	\$ 25,272.00
4030308	ASPHALTIC CONCRETE MIXTURE PG 70-22 (SP250C MIX)	TONS	78	\$ 162.00	\$ 12,636.00
4071005	TACK COAT	GAL	2080	\$ 4.80	\$ 9,984.00
5024006	CONCRETE BASE (6 IN. NON-REINF)	SQYD	72.2	\$ 108.00	\$ 7,797.60
5029905	CONCRETE BASE (9.25 IN. NON-REINF)	SQYD	17.9	\$ 135.00	\$ 2,416.50
6039901A	WATERLINE, VALVE, HYDRANT AND METER ABANDONMENT AND REMOVAL	LS	1	\$ 22,000.00	\$ 22,000.00
6039901B	VALVE BOX ADJUSTMENTS	LS	1	\$ 600.00	\$ 600.00
6039902A	12" WATERLINE VALVES	EA	7	\$ 2,700.00	\$ 18,900.00
6039902B	4" WATERLINE VALVES	EA	1	\$ 1,070.00	\$ 1,070.00
6039902C	FIRE HYDRANT ASSEMBLIES	EA	11	\$ 4,350.00	\$ 47,850.00
6039902D	WATER SERVICE LINES	EA	13	\$ 2,500.00	\$ 32,500.00
6039902E	WATER SERVICE LINES WITH DIRECTIONAL BORES	EA	13	\$ 4,600.00	\$ 59,800.00
6039903A	12" WATERLINE PIPE	LF	2538	\$ 117.00	\$ 296,946.00
6039903B	4" WATERLINE PIPE	LF	49	\$ 60.00	\$ 2,940.00
6039903C	12" WATERLINE UNDER ROADWAY, OPEN CUT OR DIRECTIONAL DRILLED	LF	59	\$ 350.00	\$ 20,650.00
6039903D	4" WATERLINE UNDER ROADWAY, OPEN CUT OR DIRECTIONAL DRILLED	LF	45	\$ 300.00	\$ 13,500.00

Exhibit A

KINGSHIGHWAY IMPROVEMENTS-BID ITEMS CONTINUED					
Bid Item #	Description	Unit	Quantity	Unit Price	Extended Price
6039903E	12" WATERLINE UNDER ROADWAY, BORED	LF	71	\$ 429.00	\$ 30,459.00
6039903F	12" WATERLINE TERMINATIONS	EA	3	\$ 3,450.00	\$ 10,350.00
6039921	STORM SEWER AND INLET ABANDONMENT AND REMOVAL	LS	1	\$ 10,000.00	\$ 10,000.00
6079901	CHAIN LINK FENCE	LS	1	\$ 7,500.00	\$ 7,500.00
6081010	CONCRETE CURB RAMP	SQYD	560.7	\$ 86.50	\$ 48,500.55
6083006	6 IN. CONCRETE MEDIAN STRIP	SQYD	11.8	\$ 180.00	\$ 2,124.00
6085008	PAVED APPROACH, 8 IN	SQYD	2799.3	\$ 123.30	\$ 345,153.69
6086004	CONCRETE SIDEWALK, 4 IN.	SQYD	2872.1	\$ 81.30	\$ 233,501.73
6089905	STAMPED AND COLORED CONCRETE	SQYD	320	\$ 108.00	\$ 34,560.00
6089912	CAST IRON TRUNCATED DOMES	SQFT	277	\$ 52.00	\$ 14,404.00
6091010	CONCRETE CURB (6 IN.) TYPE S	LF	1136	\$ 54.20	\$ 61,571.20
6091042	CONCRETE CURB AND GUTTER, TYPE B	LF	421	\$ 42.50	\$ 17,892.50
6099901	RIPRAP	LS	1	\$ 10,000.00	\$ 10,000.00
6099903	2'-0" CONCRETE CURB AND GUTTER	LF	4044	\$ 37.50	\$ 151,650.00
6169901	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 50,000.00	\$ 50,000.00
6169901A	TEMPORARY TRAFFIC CONTROL FOR WATERLINE CONSTRUCTION	LS	1	\$ 9,500.00	\$ 9,500.00
6181000	MOBILIZATION	LS	1	\$ 100,000.00	\$ 100,000.00
6181000A	MOBILIZATION FOR WATERLINE CONSTRUCTION	LS	1	\$ 20,000.00	\$ 20,000.00
6200007	COLD APPLIED TAPE PAVEMENT MARKING, 6 IN. WHITE	LF	702	\$ 7.50	\$ 5,265.00
6200013	COLD APPLIED TAPE PAVEMENT MARKING, 24 IN. WHITE	LF	186	\$ 50.00	\$ 9,300.00
6200019	COLD APPLIED TAPE PAVEMENT MARKING, LEFT/RIGHT ARROW	EA	51	\$ 300.00	\$ 15,300.00
6200022	COLD APPLIED TAPE PAVEMENT MARKING, STRAIGHT ARROW	EA	1	\$ 300.00	\$ 300.00
6200034	COLD APPLIED TAPE PAVEMENT MARKING, 30 IN WHITE MIDBLOCK	EA	6	\$ 400.00	\$ 2,400.00
6200040	COLD APPLIED TAPE PAVEMENT MARKING, 12 IN WHITE, YIELD LINE TRIANGLES	EA	12	\$ 150.00	\$ 1,800.00
6205901A	4 IN. YELLOW HIGH BUILD WATERBORNE PAVEMENT MARKING PAINT, TYPE L BEADS	LF	7240	\$ 2.50	\$ 18,100.00
6205902A	6 IN. WHITE HIGH BUILD WATERBORNE PAVEMENT MARKING PAINT, TYPE L BEADS	LF	1159	\$ 2.75	\$ 3,187.25
6206125A	24 IN. YELLOW STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P PEADS	LF	44	\$ 5.25	\$ 231.00
6221001	COLDMILLING BITUMINOUS PAVEMENT FOR REMOVAL OF SURFACING (3 IN. THICK OR LESS)	SQYD	12693	\$ 3.00	\$ 38,079.00
6274000	CONTRACTOR FURNISHED SURVEYING AND STAKING	LS	1	\$ 41,800.00	\$ 41,800.00
7039901	REINFORCED CONCRETE RETAINING WALL	LS	1	\$ 47,152.00	\$ 47,152.00
7039901a	REINFORCED CONCRETE CANTILEVER WALL	LS	1	\$ 10,500.00	\$ 10,500.00
7039907	INTEGRAL SIDEWALK RETAINING WALLS	CUYD	6.2	\$ 850.00	\$ 5,270.00

VII. A-8.

Exhibit A

KINGSHIGHWAY IMPROVEMENTS-BID ITEMS CONTINUED					
Bid Item #	Description	Unit	Quantity	Unit Price	Extended Price
7269903A	12" REINFORCED CONCRETE PIPE or DUAL WALL POLYPROPYLENE	LF	14	\$ 65.00	\$ 910.00
7269903B	15" REINFORCED CONCRETE PIPE or DUAL WALL POLYPROPYLENE	LF	286	\$ 68.00	\$ 19,448.00
7269903C	21" REINFORCED CONCRETE PIPE or 24" DUAL WALL POLYPROPYLENE	LF	107	\$ 82.00	\$ 8,774.00
7269903D	24" REINFORCED CONCRETE PIPE or DUAL WALL POLYPROPYLENE	LF	111	\$ 82.00	\$ 9,102.00
7269903E	30" REINFORCED CONCRETE PIPE or DUAL WALL POLYPROPYLENE	LF	91	\$ 94.23	\$ 8,574.93
7269903F	36" REINFORCED CONCRETE PIPE	LF	48	\$ 102.00	\$ 4,896.00
7339903A	2.5' X 6' REINFORCED CONCRETE BOX CULVERT	LF	430	\$ 645.00	\$ 277,350.00
7269903B	4' X 6' REINFORCED CONCRETE BOX CULVERT	LF	170	\$ 799.40	\$ 135,898.00
7269903C	4' X 8' REINFORCED CONCRETE BOX CULVERT	LF	400	\$ 810.50	\$ 324,200.00
7269921	MANHOLE RIM ADJUSTMENT	LS	1	\$ 2,000.00	\$ 2,000.00
7269922	SANITARY SEWER CONCRETE COLLAR PIPE ENCASEMENTS	EA	4	\$ 500.00	\$ 2,000.00
7269923	DUCTILE IRON SANITARY SEWER PIPE REPLACEMENT	LF	80	\$ 180.00	\$ 14,400.00
7319902A	TYPE 1 SINGLE CURB INLET	EA	1	\$ 3,400.00	\$ 3,400.00
7319902B	TYPE 1 TRIPLE CURB INLET	EA	2	\$ 6,400.00	\$ 12,800.00
7319902C	TYPE 2 TRIPLE CURB INLET	EA	6	\$ 7,680.00	\$ 46,080.00
7319902D	TYPE 3 SINGLE GRATED INLET	EA	4	\$ 3,850.00	\$ 15,400.00
7319902E	TYPE 4 SINGLE CURB INLET	EA	2	\$ 3,390.00	\$ 6,780.00
7319902F	TYPE 4 TRIPLE CURB INLET	EA	2	\$ 6,240.00	\$ 12,480.00
7319902G	TYPE 5 SINGLE CURB INLET	EA	3	\$ 4,722.00	\$ 14,166.00
7319902H	TYPE 5 TRIPLE CURB INLET	EA	3	\$ 7,480.00	\$ 22,440.00
7319902I	TYPE 6 SINGLE CURB INLET	EA	1	\$ 2,530.00	\$ 2,530.00
7319902J	3' X 3' THROATED INLET	EA	2	\$ 3,130.00	\$ 6,260.00
7319902K	5' X 5' THROATED INLET	EA	1	\$ 4,260.00	\$ 4,260.00
8034000	BUFFALOGRASS SODDING	SQYD	4646	\$ 25.50	\$ 118,473.00
8059901	LANDSCAPE AND AMENITIES	LS	1	\$ 38,650.00	\$ 38,650.00
8069901	EROSION CONTROL	LS	1	\$ 25,000.00	\$ 25,000.00
9019901	ROADWAY LIGHTING	LS	1	\$ 477,370.80	\$ 477,370.80
9029901A	SIGNALIZED INTERSECTION MODIFICATION @ KINGSHIGHWAY-BRYANT DR.	LS	1	\$ 28,752.00	\$ 28,752.00
9029901B	SIGNALIZED RRFB MID-BLOCK PEDESTRIAN CROSSING	LS	1	\$ 22,404.00	\$ 22,404.00
9029901C	SIGNALIZED INTERSECTION MODIFICATION @ KINGSHIGHWAY-US 63	LS	1	\$ 24,000.00	\$ 24,000.00
9039901A	STANDARD SIGN ASSEMBLIES	LS	1	\$ 17,000.00	\$ 17,000.00
9039901B	SIGN RELOCATION	LS	1	\$ 10,000.00	\$ 10,000.00

VII A.9

Exhibit A

ROUTE 72 AND BISHOP INTERSECTION IMPROVEMENTS- BID ITEMS

Bid Item #	Description	Unit	Quantity	Unit Price	Extended Price
2013000	CLEARING AND GRUBBING	LS	1	\$ 11,500.00	\$ 11,500.00
2022010	REMOVAL OF IMPROVEMENTS	LS	1	\$ 17,000.00	\$ 17,000.00
2035000	UNCLASSIFIED EXCAVATION	CUYD	526	\$ 18.00	\$ 9,468.00
2036000	COMPACTING EMBANKMENT	CUYD	29	\$ 15.00	\$ 435.00
3040506	TYPE 5 AGGREGATE FOR BASE (6 IN. THICK)	SQYD	1677	\$ 8.50	\$ 14,254.50
4011209	BITUMINOUS PAVEMENT MIXTURE PG64-22, (BP-1)	TONS	57	\$ 156.00	\$ 8,892.00
4013000	BITUMINOUS PAVEMENT MIXTURE PG64-22 (BASE)	TONS	57	\$ 156.00	\$ 8,892.00
4030103	ASPHALTIC CONCRETE MIXTURE PG 70-22 (SP125C MIX)	TONS	63	\$ 162.00	\$ 10,206.00
4030306	ASPHALTIC CONCRETE MIXTURE PG 64-22 (SP250C MIX)	TONS	150	\$ 162.00	\$ 24,300.00
4030308	ASPHALTIC CONCRETE MIXTURE PG 70-22 (SP250C MIX)	TONS	108	\$ 162.00	\$ 17,496.00
4071005	TACK COAT	GAL	130	\$ 4.80	\$ 624.00
5024006	CONCRETE BASE (6 IN. NON-REINF)	SQYD	7.5	\$ 112.00	\$ 840.00
5029905	CONCRETE BASE (9.25 IN. NON-REINF)	SQYD	11.8	\$ 126.00	\$ 1,486.80
6039901A	WATERLINE ABANDONMENT AND REMOVAL	LS	1	\$ 8,000.00	\$ 8,000.00
6039901B	VALVE BOX ADJUSTMENT	LS	1	\$ 1,000.00	\$ 1,000.00
6039902	FIRE HYDRANT ASSEMBLY RELOCATION	EA	1	\$ 3,000.00	\$ 3,000.00
6039903A	8" WATERLINE PIPE RELOCATION	LF	46	\$ 100.00	\$ 4,600.00
6039903B	12" WATERLINE PIPE RELOCATION	LF	172	\$ 84.00	\$ 14,448.00
6081010	CONCRETE CURB RAMP	SQYD	17.7	\$ 86.50	\$ 1,531.05
6083006	6 IN. CONCRETE MEDIAN STRIP	SQYD	27.2	\$ 180.00	\$ 4,896.00
6085008	PAVED APPROACH, 8 IN	SQYD	389.5	\$ 123.23	\$ 47,998.09
6086004	CONCRETE SIDEWALK, 4 IN.	SQYD	69.7	\$ 81.30	\$ 5,666.61
6089912	CAST IRON TRUNCATED DOMES	SQFT	35	\$ 52.00	\$ 1,820.00
6099903	2'-0" CONCRETE CURB AND GUTTER	LF	766	\$ 37.50	\$ 28,725.00
6169901	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 5,000.00	\$ 5,000.00
6181000	MOBILIZATION	LS	1	\$ 12,500.00	\$ 12,500.00
6209901	PAVEMENT MARKING	LS	1	\$ 5,000.00	\$ 5,000.00
6274000	CONTRACTOR FURNISHED SURVEYING AND STAKING	LS	1	\$ 5,000.00	\$ 5,000.00
8051000A	SEEDING - COOL SEASON MIXTURES	ACRE	0.2	\$ 10,000.00	\$ 2,000.00
8069901	EROSION CONTROL	LS	1	\$ 1,500.00	\$ 1,500.00
9019901	ROADWAY LIGHTING RELOCATION	LS	1	\$ 10,976.40	\$ 10,976.40
9039901A	STANDARD SIGN ASSEMBLIES	LS	1	\$ 5,000.00	\$ 5,000.00
9039901B	SIGN RELOCATION	LS	1	\$ 2,000.00	\$ 2,000.00
Total Cost				\$	4,685,634.05

VII A. 10.

Exhibit B

<i>Department of Public Works</i>				Project Number 359 Kinghighway			
Change Order				Change Order 1			
Name and Location of Project				Date			
359 Kingshighway and Route 72 / Bishop Intersection Improvements							
Name and Address of Contractor							
Donald Maggi Inc. PO Box 66 Rolla, MO 65402							
You are hereby directed to make the following changes from the contract:							
The City has negotiated with the contractor to remove several items from the contract. Those improvements will be completed by City forces.							
(1)		(3)	(4)	(5)	(6)	(7)	(8)
Item No.							
<i>Change Order</i>							
	Unit of Measure	Add Qty.	Deduct Qty.	Cost per Unit	Total Added	Total Deducted	
Kingshighway Improvements							
4011209	Bituminous Pavment BP-1	Ton		3600	\$102.00	\$ -	\$ 367,200.00
6089905	Stamped and Colored Concrete	SY		320	\$108.00	\$ -	\$ 34,560.00
6200007	Cold Applied Tape 6 In. White	LF		702	\$7.50	\$ -	\$ 5,265.00
6200013	Cold Applied Tape 24 In. White	LF		186	\$50.00	\$ -	\$ 9,300.00
6200019	Cold Applied Tape L/R Arrow	EA		51	\$300.00	\$ -	\$ 15,300.00
6200022	Cold Applied Tape Straight Arrow	EA		1	\$300.00	\$ -	\$ 300.00
6200034	Cold Applied Tape 30 In. White Midblock	EA		6	\$400.00	\$ -	\$ 2,400.00
6200040	Cold Applied Tape 12 In. White Yield Line	EA		12	\$150.00	\$ -	\$ 1,800.00
6205901A	4 In. Yellow High Build Paint	LF		7240	\$2.50	\$ -	\$ 18,100.00
6205902A	6 In. White High Build Paint	LF		1159	\$2.75	\$ -	\$ 3,187.25
6206125A	24 In. Yellow Paint	LF		44	\$5.25	\$ -	\$ 231.00
6274000	Contractor Furnished Survey and Staking	LS		1	\$41,800.00	\$ -	\$ 41,800.00
8034000	Buffalograss Sodding	SY		4646	\$25.50	\$ -	\$ 118,473.00
8059901	Landscape and Amenities	LS		1	\$38,650.00	\$ -	\$ 38,650.00
9019901	Roadway Lighting	LS		1	\$477,370.80	\$ -	\$ 477,370.80
TOTAL OF COST COLUMNS (Page 1)						\$ -	\$1,133,937.05
Contractor _____		Date _____		<div style="font-size: 2em; font-family: cursive;">VII. A. 11.</div>			
Public Works Director _____		Date _____					
Mayor _____		Date _____					

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Ordinance

1st reading

**ITEM/SUBJECT: Project #500 – FY 2020 Phase I Asphalt Improvements
Change Order**

BUDGET APPROPRIATION: TDD

DATE: 05/04/20

COMMENTARY:

Pierce Asphalt is the subcontractor Maggi is using on the Kingshighway Project for all proposed asphalt work. Pierce Asphalt also has a contract with the City for Project Number 500- FY 2020 Phase I Asphalt Improvements. We negotiated a price reduction from \$102 per ton to \$85 per ton for the final layer of asphalt for the Kingshighway project saving \$61,200.00. This work will be done at night.

Staff is requesting the first reading of the ordinance authorizing the Mayor to execute change order #3 for Project Number 500– FY 2020 Phase I Asphalt Improvements by adding an additional \$306,000.00 to the contract.

VII.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 CERTAIN CHANGE ORDER BETWEEN THE CITY OF ROLLA, MISSOURI AND PIERCE ASPHALT, LLC, FOR FY 2020 PHASE I ASPHALT IMPROVEMENTS, PROJECT #500.

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 Change Order between the City of Rolla, Missouri and Pierce Asphalt, LLC, for FY 2020 Phase I Asphalt Improvements, Project #500, a copy of said Change Order being attached hereto and marked Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 18th DAY OF MAY 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

VII. B. 2.

Exhibit A

<i>Department of Public Works</i>				Project Number 500				
Change Order				Change Order 3				
Name and Location of Project						5-4-20		
500 - FY 2020 Phase I Asphalt								
Name and Address of Contractor								
Pierce Asphalt, L.L.C. PO Box 696 Rolla, MO 65402								
You are hereby directed to make the following changes from the contract:								
BP-1 asphalt for Kingshighway. To be installed during nighttime hours.								
(1)		(3)	(4)	(5)	(6)	(7)	(8)	
Item No.		<i>Change Order</i>						
		Unit of Measure	Add Qty.	Deduct Qty.	Cost per Unit	Total Added	Total Deducted	
CO1	BP-1	Ton	3,600.00		\$85.00	\$ 306,000.00	\$0.00	
TOTAL OF COST COLUMNS						\$ 306,000.00	\$0.00	
Contractor _____				Date _____				Contract Amount \$ 131,861.60
Public Works Director _____				Date _____				Add or Deduct this Change Order \$ 306,000.00
Mayor _____				Date _____				Add or Deduct Previous Change Orders \$ 20,556.80
							Adjusted Contracted Amount \$ 458,418.40	

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CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: John Butz, City Administrator ACTION REQUESTED: 1st Reading

ITEM/SUBJECT: First Reading of Series 2020 Sewer Revenue Bond - SRF

BUDGET APPROPRIATION (IF APPLICABLE) N/A

DATE: May 4, 2020

COMMENTARY: On November 6, 2018, Rolla residents approved a \$27,750,000 “sewerage system revenue bond” to provide substantial upgrades to the City’s Southeast Treatment Plant and Vichy Treatment Plant and to participate in the MoDNR-State Revolving Fund Program for subsidized interest costs (approximate savings of \$5 million in interest costs over the 20-year life of the bonds).

The DNR/EPA required improvements of full treatment disinfection and increased discharge standards have been in the works for several years as part of a Voluntary Compliance Order between the City and DNR. Much of the work of the last 5-7 years has been to the reduction of I&I (Inflow and Infiltration) caused by peak flow during heavy storm events. The design work and construction observation services have been completed and assigned to HDR/Archer Engineering. Construction bids for both treatment plants are submitted for final Council approval. The last step in securing the financing is the attached Bond Ordinance in anticipation of DNR-SRF closing on May 28th.

Recommendation: First reading of the sewer system bond ordinance.

VIII.C.1.

GILMORE & BELL, P.C.
DRAFT – APRIL 30, 2020
FOR DISCUSSION PURPOSES ONLY

ORDINANCE NO. _____

OF THE

CITY COUNCIL

OF THE

CITY OF ROLLA, MISSOURI

PASSED MAY 18, 2020

AUTHORIZING:

NOT TO EXCEED \$27,240,000

SEWERAGE SYSTEM REFUNDING AND IMPROVEMENT REVENUE BONDS
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2020

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ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$27,240,000 PRINCIPAL AMOUNT OF SEWERAGE SYSTEM REFUNDING AND IMPROVEMENT REVENUE BONDS (STATE OF MISSOURI – DIRECT LOAN PROGRAM) SERIES 2020 OF THE CITY OF ROLLA, MISSOURI, FOR THE PURPOSE OF EXTENDING AND IMPROVING THE CITY’S SEWERAGE SYSTEM; PRESCRIBING THE FORM AND DETAILS OF THE BONDS AND THE AGREEMENTS MADE BY THE CITY TO FACILITATE AND PROTECT THEIR PAYMENT; AND PRESCRIBING OTHER RELATED MATTERS.

WHEREAS, the City of Rolla, Missouri (the “City”), is a third-class city organized and existing under the constitution and laws of the State of Missouri; and

WHEREAS, the City now owns and operates a revenue producing sewerage system, serving the City, its inhabitants and others within its service area, including connected and related appurtenances and facilities and extensions, improvements, additions and enlargements made or acquired by the City after the date of this Ordinance (the “System”); and

WHEREAS, by Ordinance No. 4486 passed by the City Council on May 6, 2019 (the “Refunded Bond Ordinance”), the City has issued its Sewerage System Revenue Bonds, Series 2019 (the “Refunded Bonds”), dated May 13, 2019, in the original principal amount of \$1,520,000, of which \$1,520,000 remains outstanding as of the date of adoption of this Ordinance; and

WHEREAS, the City desires to refund all of the outstanding Refunded Bonds and is authorized under the provisions of Section 108.140(2) of the Revised Statutes of Missouri (the “Refunding Law”), to issue and sell refunding revenue bonds for the purpose of refunding, in whole or in part, its outstanding revenue bonds, which refunding revenue bonds may be payable from the same sources as were pledged to the payment of the Refunded Bonds (the “Refunding Portion”); and

WHEREAS, the Refunding Law authorizes the issuance of refunding revenue bonds in an amount not to exceed the principal amount of the bonds to be refunded, plus the interest accruing to the maturity or redemption date of the Refunded Bonds, any premium which may be due under the terms of the Refunded Bonds and any amounts necessary for the payment of issuance expenses for such refunding revenue bonds, if any; and

WHEREAS, in addition to refunding the Refunded Bonds, the City desires to finance the construction of certain improvements to the System (the “Project”) through the issuance of revenue bonds (the “Project Portion”); and

WHEREAS, such Refunding Portion and Project Portion are to be financed in part by the issuance by the City pursuant to this Ordinance of its Combined Waterworks and Sewerage System Refunding and Improvement Revenue Bonds (State of Missouri – Direct Loan Program) Series 2020 (the “Bonds”) in the maximum principal amount of \$27,240,000 (the “Maximum Principal Amount”); and

WHEREAS, the portion of the Bonds allocated to the Refunding Portion and the Project Portion shall be set forth in the City’s Closing Certificate delivered in connection with the issuance of the Bonds; and

WHEREAS, to provide for the most cost-effective financing of the Project and the refunding of the Refunded Bonds, the City desires to participate in the State of Missouri Direct Loan Program (the “Direct

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Loan Program”) of the Missouri Department of Natural Resources (“DNR”) and the Clean Water Commission of the State of Missouri (the “Commission”); and

WHEREAS, the City is authorized under the provisions of Chapter 250 of the Revised Statutes of Missouri, as amended (the “Act”), to issue and sell revenue bonds for the purpose of paying all or part of the cost of extending and improving the System, with the cost of operation and maintenance of the System and the principal of and interest on revenue bonds payable solely from the Net Revenues (as defined below); and

WHEREAS, pursuant to the Act, a special bond election was duly held in the City on November 6, 2018 (the “Election”) on the following question:

QUESTION

Shall the City of Rolla, Missouri issue its sewerage system revenue bonds in the amount of \$27,750,000 for the purpose of extending and improving the sewerage system of said city, including improvements to the system’s wastewater treatment plants, the cost of operation and maintenance of said sewerage system and the principal of and interest on the sewerage system revenue bonds to be payable solely from the revenues derived by said City from the operation of its sewerage system?

and it was found and determined that more than a simple majority of the qualified electors of the City voting on the question had voted in favor of the question, the vote having been 4,301 votes for the question and 1,026 votes against the question; and

WHEREAS, the City Council (the “Governing Body”) of the City has caused plans and specifications for the Project and a cost estimate to be made by the Consulting Engineer (as defined below); and

WHEREAS, the plans and specifications and the cost estimate are accepted and approved and are on file in the office of the City Clerk, the amount of the estimated cost thereof plus the cost of refunding the Refunded Bonds being not less than the Maximum Principal Amount together with other available funds of the City; and

WHEREAS, \$1,520,000 of the bonds authorized at the Election are currently deemed to have been issued (the Refunded Bonds) and the City finds and determines that it is necessary and advisable and in the best interest of the City and of its inhabitants to issue an additional amount not to exceed \$25,720,000 of the bonds so authorized; and

WHEREAS, by Ordinance No. 3360 adopted on March 23, 2000 (the “Series 2000 Bond Ordinance”), the City issued its Wastewater System Revenue Bonds (State Revolving Fund Program) Series 2000 (the “Series 2000 Bonds”), dated April 1, 2000, in the original principal amount of \$5,000,000, of which \$_____ remains outstanding as of the date of adoption of this Ordinance; and

WHEREAS, by Ordinance No. 3769 adopted on October 16, 2006 (the “Series 2006 Bond Ordinance” and, together with the Series 2000 Bond Ordinance, the “Outstanding Parity Bond Ordinance”), the City issued its Sewerage System Revenue Bonds (State Revolving Fund Program) Series 2006 (the “Series 2006 Bonds” and, together with the Series 2000 Bonds, the “Outstanding Parity Bonds”), dated November 16, 2006, in the original principal amount of \$3,005,000, of which \$_____ remains outstanding as of the date of adoption of this Ordinance; and

WHEREAS, the City, upon the issuance of the Bonds and the redemption of the Refunded Bonds, will not have outstanding any other bonds or other obligations payable solely from, and secured by a pledge of, the Net Revenues other than the Outstanding Parity Bonds and the Bonds; and

WHEREAS, under the provisions of the Outstanding Parity Bond Ordinance, the City may issue additional bonds payable out of the Net Revenues that are on a parity with the Outstanding Parity Bonds, only if certain conditions are met; and

WHEREAS, it is hereby found and determined that it is necessary and advisable and in the best interest of the City and its inhabitants that revenue bonds be issued and secured in the form and manner provided in this Ordinance and be sold to DNR under the Direct Loan Program, and to provide the remainder of costs of extending and improving the System that may be required from subsequent issues of bonds, grants or funds of the City otherwise available.

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

ARTICLE I

DEFINITIONS

Section 101. Definition of Words and Terms. Capitalized words and terms not otherwise defined in this Ordinance have the meanings set forth in the Purchase Agreement and the Escrow Agreement (each as defined below). In addition to the foregoing and words and terms defined in the Recitals and elsewhere in this Ordinance, capitalized words and terms have the following meanings in this Ordinance:

“Administrative Expense Fund” means the fund designated as such and established by Section 4 of the Escrow Agreement. The Administrative Expense Fund does not constitute part of the Direct Loan Program.

“Administrative Fee” means the semiannual administrative fee of DNR equal to 0.25% of the aggregate amount of the Bonds Outstanding as of each Administrative Fee Calculation Date (including the final maturity date of the Bonds), payable to the Paying Agent within 30 days after the City’s receipt of a statement from the Paying Agent for deposit to the Administrative Expense Fund and subsequent transfers to DNR as described in Section 9 of the Escrow Agreement.

“Administrative Fee Calculation Date” means the Business Day preceding each Principal Payment Date.

“Authority” means the State Environmental Improvement and Energy Resources Authority, a body corporate and politic and a governmental instrumentality of the State.

“Authority Program Bonds” means any bonds of the Authority issued under the SRF Leveraged Program, all or a portion of the proceeds of which are loaned to the City pursuant to the SRF Leveraged Program.

“Authorized Representative” means the representative of the City designated as such by the City in accordance with the Regulations.

“BABs Interest Subsidy Payments” means any payments to be received by the City from the U.S. Department of the Treasury under Section 54AA or Section 6431 of the Internal Revenue Code of 1986, as amended, in connection with the payments of interest on System Revenue Bonds.

“Bond Debt Service” means the amount of the principal of and interest due on the Bonds on the date of calculation required in this Ordinance.

“Bond Register” means the books for the registration, transfer and exchange of Bonds kept at the office of the Paying Agent.

“Bonds” means the Sewerage System Refunding and Improvement Revenue Bonds (State of Missouri – Direct Loan Program) Series 2020, authorized and issued under this Ordinance.

“Closing Date” means the date of the initial issuance and delivery of the Bonds.

“Construction Fund” means the Construction Fund established by Section 4 of the Escrow Agreement.

“Consultant” means the Consulting Engineer, a registered municipal advisor, an independent certified public accountant or a firm of independent certified public accountants.

“Consulting Engineer” means each independent engineer or engineering firm with experience in designing and constructing wastewater treatment and sanitary sewerage facilities and retained by the City.

“Cumulative Principal Amount Outstanding” means the sum of (a) the purchase price of the Bonds paid by the Owner to the Paying Agent on the Closing Date in accordance with the Purchase Agreement and deposited into the funds pursuant to Section 403, plus (b) each additional Purchase Price Installment, as notated on the Bonds by the Paying Agent, less (c) the principal amount redeemed pursuant to Article III.

“Current Expenses” means all reasonable and necessary expenses of ownership, operation, maintenance and repair of the System and keeping the System in good repair and working order, determined in accordance with accounting principles generally accepted in the United States of America, including current maintenance charges, expenses of reasonable upkeep and repairs, salaries, wages, costs of materials and supplies, Administrative Fee, paying agent fees and expenses, annual audits, periodic Consultant’s reports, properly allocated share of charges for insurance, the cost of purchased water, gas and power, obligations (other than for borrowed money or for rents payable under financing leases) incurred in the ordinary course of business, liabilities incurred by endorsement for collection or deposit of checks or drafts received in the ordinary course of business, short-term obligations incurred and payable within a particular Fiscal Year, obligations incurred for the purpose of leasing (pursuant to a true or operating lease) equipment, fixtures, inventory or other personal property, and all other expenses incident to the ownership and operation of the System, but excluding interest paid on, and swap, hedge or other interest-like payments made with respect to, System Revenue Bonds, depreciation, amortization and other noncash charges (including payments into the Depreciation and Replacement Account), and all general administrative expenses of the City not related to the operation of the System.

“Debt Service Fund” means the Debt Service Fund established by Section 4 of the Escrow Agreement.

“Defeasance Securities” means:

- (a) Federal Securities;

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(b) obligations of the Resolution Funding Corporation or any successor, but only if the use of the obligations to pay and discharge Bonds pursuant to Article X will cause the discharged Bonds to be rated in the highest long-term category by the Rating Agency; or

(c) obligations of any state of the United States of America or of any agency, instrumentality or local government unit of any state that:

(i) are not callable at the option of the obligor prior to maturity or for which irrevocable instructions have been given by the obligor to call on the date specified in the instructions, and

(ii) are fully secured as to principal, redemption premium and interest by a fund, consisting of cash or Federal Securities, that:

(A) may be applied only to the payment of principal, redemption premium and interest on the obligations, and

(B) is sufficient, as verified by an independent certified public accountant, to pay the principal, redemption premium and interest on the obligations.

“Depreciation and Replacement Account” means the fund or account designated as such and created or ratified by Section 401.

“Escrow Agreement” means the Escrow Trust Agreement between the City and the Paying Agent, as supplemented, modified or amended in accordance with its terms, related to the Bonds.

“Federal Securities” means any direct obligation of, or obligation the timely payment of the principal of and interest on which is unconditionally guaranteed by, the United States of America and backed by its full faith and credit.

“Funds Transfer Method” means electronic transfer in immediately available funds, automated clearing house (ACH) funds, or other method approved by DNR at the written request of the City with written notice to the Paying Agent.

“Interest Payment Date” means each January 1 and July 1, commencing January 1, 2021.

“Interest Rate” means the annual rate equal to 30% of the Revenue Bond Index as published in *The Bond Buyer* most recently prior to the Closing Date, rounded up to the nearest 0.01%.

“Investment Securities” means any securities or investments that are legal for the investment of funds of the City at the time of purchase.

“Net Revenues” means Revenues less Current Expenses.

“Operation and Maintenance Account” means the fund or account designated as such and created or ratified by Section 401.

“Ordinance” means this Ordinance as from time to time amended in accordance with its terms.

“Outstanding” means, as of the date of determination, all Bonds issued and delivered under this Ordinance, except:

- (1) Bonds canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (2) Bonds for the payment of the principal or redemption price of and interest on which money or Defeasance Securities are held under Section 1001;
- (3) Bonds in exchange for which, or in lieu of which, other Bonds have been registered and delivered pursuant to this Ordinance; and
- (4) Bonds allegedly mutilated, destroyed, lost, or stolen and paid under Section 208.

“Owner” means DNR or any assignee, successor or transferee of DNR under the Direct Loan Program or the SRF Leveraged Program.

“Parity Bonds” means the Outstanding Parity Bonds and any other parity bonds or other obligations issued under Section 802 payable solely from, and secured by a pledge of, the Net Revenues on a parity basis with the Bonds.

“Parity Ordinance” means the Outstanding Parity Bond Ordinance and the ordinances under which any other Parity Bonds are issued.

“Paying Agent” means UMB Bank, N.A., the paying agent and escrow agent, and its successors and assigns acting at any time as Paying Agent and Escrow Agent under this Ordinance and the Escrow Agreement.

“Principal Payment Date” means each January 1 and July 1, commencing July 1, 2021, and any date on which the Bonds are optionally redeemed in accordance with Section 301.

“Purchase Agreement” means the Purchase Agreement between the City and DNR, as supplemented, modified or amended in accordance with its terms, related to the Bonds.

“Purchase Price Installment” means the amount paid by DNR from time to time in accordance with Section 3.3 of the Purchase Agreement and deposited in the Construction Fund or otherwise in accordance with Section 403.

“Quarterly Payment Date” means each March 15, June 15, September 15 and December 15, commencing September 15, 2020.

“Rating Agency” means Moody’s Investors Service, Inc. or S&P Global Ratings, a division of S&P Global Inc., and their respective successors.

“Record Date” means the 25th day (whether or not a Business Day) of the calendar month next preceding the applicable Interest Payment Date.

“Repayment Fund” means the fund designated as such and established by Section 4 of the Escrow Agreement. The Repayment Fund does not constitute part of the Direct Loan Program.

“Revenue Fund” means the fund or account designated as such and created or ratified by Section 401.

“Revenues” means all income and revenues derived by the City from the System, including investment and rental income, net proceeds from business interruption insurance, sales tax revenues and/or other moneys that have been annually appropriated by the City or that are limited solely to the payment of improvements to or expenses of the System, and any amounts deposited in escrow in connection with the acquisition, construction, remodeling, renovation and equipping of facilities to be applied during the period of determination to pay interest on System Revenue Bonds, but excluding any profits or losses on the early extinguishment of debt or on the sale or other disposition of investments or fixed or capital assets not in the ordinary course of business.

“SRF Leveraged Program” means the Missouri Leveraged State Drinking Water Revolving Fund Program and the Missouri Leveraged State Water Pollution Control Revolving Fund Program.

“SRF Leveraged Program Bonds” means any bonds of the City issued in connection with the City’s participation in the SRF Leveraged Program.

“SRF Subsidy” means the amount of investment earnings that will accrue on the Reserve Account during each Fiscal Year (taking into account scheduled transfers from the Reserve Account that will occur upon the payment of principal on Authority Program Bonds and assuming that the construction for the applicable project has been completed), if the balance in the Reserve Account is equal to the Reserve Percentage of the principal amount of the SRF Leveraged Program Bonds outstanding, the Reserve Account is invested in an investment agreement at a fixed rate during the calculation period and earnings are reduced by the Administrative Fee payable to DNR. “Administrative Fee,” “Reserve Account” and “Reserve Percentage” as used in this definition have the respective meanings set forth in the bond indentures for the applicable Authority Program Bonds.

“State” means the State of Missouri.

“Stated Maturity” means July 1, 2040, the final maturity date of the Bonds.

“Subsidy Payments” means funds received (or with respect to Section 802(a)(2)(B) funds that are reasonably expected to be received) by the City that either (a) must be used or (b) have been used (or with respect to Section 802(a)(2)(B) are reasonably expected to be used) to reduce the interest or principal payments on System Revenue Bonds. Such Subsidy Payments would include, but are not limited to, BABs Interest Subsidy Payments, SRF Subsidy and other payments received by the City through a federal or State program.

“Surplus Account” means the fund or account created or ratified in Section 401.

“System Revenue Bonds” means, collectively, the Bonds, the Outstanding Parity Bonds and all other revenue bonds or obligations that are payable solely from, and secured by a pledge of, the Net Revenues.

“User Charge Ordinance” means, collectively, Articles IX and X of Chapter 35 of The Code of the City of Rolla, Missouri, as amended, supplemented or replaced.

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ARTICLE II

AUTHORIZATION OF BONDS

Section 201. Authorization of Bonds. The Bonds are authorized and directed to be issued in the Maximum Principal Amount subject to the terms and for the purposes of this Ordinance. Upon the Completion of Funding pursuant to the Purchase Agreement, the principal amount of the Bonds issued under this Ordinance will be the Cumulative Principal Amount Outstanding as of the Completion of Funding plus the principal amount previously redeemed pursuant to Article III. The remaining voted authorization, if any, under the Election will be the voted amount less the sum of the amount previously issued as described in the Recitals and the amount issued as calculated pursuant to the preceding sentence.

Section 202. Security for Bonds.

(a) The Bonds are special, limited obligations of the City payable solely from, and secured by a pledge of, the Net Revenues. The taxing power of the City is not pledged to the payment of the Bonds. The Bonds do not constitute a general obligation of the City or an indebtedness of the City within the meaning of any constitutional or statutory provision, limitation or restriction.

(b) The Bonds are issued on a parity with the Outstanding Parity Bonds.

Section 203. Description of Bonds. The Bonds consist of fully-registered bonds numbered from R-1 consecutively upward, in the denomination of \$100 or any integral multiple of \$0.01 in excess thereof. The Bonds will be issued in substantially the form of Exhibit A and will be registered, transferred and exchanged as provided in Section 206. The Bonds are dated as of the Closing Date. The Bonds will mature and become due on the Stated Maturity (subject to optional and mandatory redemption prior to Stated Maturity as provided in Article III). The Bonds will bear interest on the Cumulative Principal Amount Outstanding at the Interest Rate from the Closing Date and the date of receipt of each Purchase Price Installment by the Paying Agent pursuant to the Purchase Agreement (as set forth on Schedule A to a Bond) or from the most recent Interest Payment Date to which interest has been paid or provided for. Interest is computed on the basis of a 360-day year of twelve 30-day months and is payable on each Interest Payment Date.

Section 204. Designation of Paying Agent. The City has designated the Paying Agent as the City's paying agent for the payment of the principal of and interest on the Bonds, bond registrar for the registration, transfer and exchange of Bonds and escrow agent with respect to the funds and accounts established with the Paying Agent under the Escrow Agreement.

Section 205. Method and Place of Payment of Bonds.

(a) Payment of the Bonds will be made with any coin or currency that is legal tender for the payment of debts due the United States of America on the payment date.

(b) The payment of the principal of and redemption premium, if any, payable on each Bond at Stated Maturity or upon earlier redemption and the interest payable on each Bond on any Interest Payment Date will be made by check or draft mailed by the Paying Agent to the address of the Owner shown in the Bond Register. The principal of and redemption premium, if any, and interest on the Bonds is payable by electronic transfer in immediately available federal funds to a bank in the continental United States of America pursuant to instructions from any Owner received by the Paying Agent prior to the Record Date.

(c) Payments of principal on the Bonds pursuant to Article III may be made directly to the Owner without surrender of any Bond to the Paying Agent. Accordingly, any transferee of a Bond should verify with the Paying Agent the principal of the Bond outstanding prior to such purchase or transfer, and the records of the Paying Agent shall be conclusive for such purposes.

(d) The Paying Agent will keep a record of payment of the principal, redemption premium, if any, and interest on all Bonds and, at least annually, at the written request of the City, will forward a copy or summary of the record of payments to the City.

(e) The Bonds will be held by the Paying Agent in trust for each Owner, unless the Paying Agent is otherwise directed in writing by an Owner.

Section 206. Registration, Transfer and Exchange of Bonds.

(a) The City will cause the Paying Agent to keep the Bond Register. Each Bond when issued will be registered in the name of the Owner on the Bond Register. Bonds will be transferred and exchanged only upon the Bond Register.

(b) Upon surrender of any Bond at the payment office of the Paying Agent in St. Louis, Missouri (or other office designated by the Paying Agent), the Paying Agent will transfer or exchange the Bond for a new Bond or Bonds in any authorized denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. All Bonds presented for transfer or exchange must be accompanied by a written instrument of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Owner or by the Owner's authorized agent. All Bonds presented for transfer or exchange must be surrendered to the Paying Agent for cancellation.

(c) For every exchange or transfer of Bonds the City or the Paying Agent may levy a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid for the exchange or transfer. The person requesting the exchange or transfer must pay the charge. Payment of the charge is a condition precedent to the exchange or transfer. If any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against the Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Internal Revenue Code of 1986, as amended, this amount may be deducted by the Paying Agent from amounts payable to the Owner under this Ordinance and the Bonds.

(d) The City and the Paying Agent will treat the person in whose name any Bond is registered on the Bond Register as the absolute owner of the Bond, whether or not payment of the Bond is overdue, for the purpose of receiving payment of the principal of, redemption premium, if any, and interest on the Bond and for all other purposes. All payments made to any Owner or upon the Owner's order will be valid and effective to satisfy and discharge the City's liability for payment of the Bond to the extent of the sum or sums paid. Neither the City nor the Paying Agent will be affected by any notice to the contrary.

(e) At reasonable times and under reasonable rules established by the Paying Agent, the Owners of 25% or more in principal amount of the Outstanding Bonds, or their representative designated in a manner satisfactory to the Paying Agent, may inspect and copy the Bond Register.

Section 207. Execution, Authentication and Delivery of Bonds.

(a) Each Bond must be signed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and have the official seal of the City affixed or

imprinted thereon. If any officer whose manual or facsimile signature appears on any Bond ceases to be an officer before the delivery of any Bond signed by the officer, the manual or facsimile signature on the Bond will be valid and sufficient for all purposes of this Ordinance.

(b) The Mayor and the City Clerk are directed to prepare and execute the Bonds as specified in this Article, and when executed, to deliver the Bonds to the Paying Agent for authentication. Each Bond will be authenticated by any authorized signatory of the Paying Agent. No Bond is entitled to any security or benefit under this Ordinance or is valid or obligatory for any purpose until authenticated by the Paying Agent.

(c) Prior to the Completion of Funding, promptly upon the receipt by the Paying Agent of each Purchase Price Installment paid by the Owner in accordance with the Purchase Agreement, an authorized signatory of the Paying Agent will endorse Schedule A to a Bond with the date of receipt of the Purchase Price Installment, the amount of the Purchase Price Installment and the resulting Cumulative Principal Amount Outstanding. No further entries to Schedule A will be made after the Completion of Funding.

Section 208. Mutilated, Destroyed, Lost and Stolen Bonds.

(a) If (i) any mutilated Bond is surrendered to the Paying Agent, or the City and the Paying Agent receive evidence to their satisfaction of the mutilation, destruction, loss or theft of any Bond, and (ii) there is delivered to the City and the Paying Agent security or indemnity as required by them, in the absence of notice to the City or the Paying Agent that the Bond has been acquired by a bona fide purchaser, the City will execute and the Paying Agent will register and deliver, in exchange for or in lieu of any mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount. If the Bond has become or is about to become due, the City may pay the Bond instead of issuing a new Bond.

(b) Upon the issuance of any new Bond under this Section, the City or the Paying Agent may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge imposed and any other expenses (including the fees and expenses of the Paying Agent) connected with the issuance of the Bond.

(c) Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost or stolen Bond will constitute a replacement of the prior obligation of the City, whether or not the mutilated, destroyed, lost or stolen Bond is enforceable by anyone at any time, and will be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds.

Section 209. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that have otherwise been surrendered to the Paying Agent, either at or before Stated Maturity, will be canceled immediately upon the payment or redemption and the Paying Agent's receipt of the Bonds. The Paying Agent will periodically destroy canceled Bonds. The Paying Agent will execute a certificate describing the destroyed Bonds and file an executed counterpart of the certificate with the City.

Section 210. Sale of the Bonds; Authorization and Execution of Documents.

(a) The Bonds will be sold to the Owner at the purchase price of 100% of the initial Purchase Price Installment paid on the Closing Date plus each Purchase Price Installment made by the Owner thereafter pursuant to Section 3.3 of the Purchase Agreement, without accrued interest.

(b) The City is authorized to enter into the Purchase Agreement and the Escrow Agreement, in substantially the forms presented to the Governing Body. The Mayor is authorized to execute the

Purchase Agreement and the Escrow Agreement for and on behalf of and as the act and deed of the City, with changes approved by the Mayor, which approval will be conclusively evidenced by the signature of the Mayor of the City. The Mayor is further authorized and directed to execute other documents, certificates and instruments that are necessary or desirable to carry out the intent of this Ordinance. The City Clerk is authorized and directed to attest the execution of the Purchase Agreement, the Escrow Agreement and any other documents, certificates and instruments that are necessary or desirable to carry out the intent of this Ordinance.

Section 211. Administrative Fee and Paying Agent's Fee. Subject to Section 202, the City will pay to the Paying Agent, within 30 days after receipt of a statement from the Paying Agent, (a) the Administrative Fee, and (b) an amount equal to the Paying Agent's fees and expenses as provided in the Escrow Agreement.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Optional Redemption. At the option of the City, with the prior written consent of the Owner, Bonds may be called for redemption and payment prior to the Stated Maturity thereof in whole or in part at any time, at the redemption price of 100% of the principal amount thereof plus accrued interest thereon to the date of redemption. If an optional redemption is in part, the principal amount for each Principal Payment Date following the optional redemption will be reduced on a proportionate basis (to the nearest \$0.01). If the Bonds are optionally redeemed prior to the Stated Maturity thereof, the Owner may require the payment by the City of a sum sufficient to cover any professional costs, fees and expenses (including the fees and expenses of the Paying Agent and other consultants (legal, financial or otherwise) of the Owner and the Authority) incurred in connection with the early redemption of the Bond.

Section 302. Mandatory Redemption Provisions.

(a) The Bonds are subject to mandatory sinking fund redemption in part, at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date, on the Principal Payment Dates and in the principal amounts as set forth on Exhibit B.

(b) If upon the Completion of Funding, the Cumulative Principal Amount Outstanding is less than the Maximum Principal Amount (disregarding any scheduled redemptions above that have occurred prior to the Completion of Funding), the principal amount for each Principal Payment Date following the Completion of Funding will be reduced on a proportionate basis (to the nearest \$0.01).

Section 303. Revisions to Exhibit B; Selection of Bonds Upon Partial Redemption.

(a) Upon the partial redemption of the Bonds pursuant to Section 301 or if Section 302(b) is applicable, the Owner will provide a replacement Exhibit B, reflecting the reductions to the principal amounts, to the Paying Agent and the City, which will be binding on the City absent manifest error and will replace the previous Exhibit B without any further action on the part of the City. The revised Exhibit B is subject to such verification requirements as may be reasonably established by the Paying Agent.

(b) The redemption of the Bonds in part will be reflected in the records maintained by the Paying Agent.

Section 304. Notice and Effect of Call for Redemption.

(a) No notice of the mandatory redemption of Bonds is required to be given. If the Bonds are being optionally redeemed, notice of redemption will be given in the manner described below. Unless waived by any Owner of Bonds to be redeemed, the Paying Agent, on behalf of the City, will give notice by mailing a redemption notice, at least 15 days, but not more than 30 days, prior to the date fixed for redemption, to the Owner of Bonds to be redeemed at the address shown on the Bond Register.

(b) All redemption notices will be dated and include the following information:

(1) the redemption date,

(2) the redemption price, consisting of the principal amount, redemption premium, if any, and interest to the redemption date,

(3) if less than all Outstanding Bonds are to be redeemed, the identification number, if any, Stated Maturity and, in the case of partial redemption of any Bond, the respective principal amounts of the Bonds to be redeemed,

(4) a statement that on the redemption date the redemption price will become due and payable upon each Bond or portion of a Bond called for redemption, and that interest ceases to accrue on the redeemed amount from and after the redemption date, and

(5) the address of the principal office of the Paying Agent where the Bonds must be surrendered for payment of the redemption price.

(c) If notice of redemption has been given or waived, the Bonds or portions to be redeemed will become due and payable on the redemption date at the redemption price specified in the notice. From and after the redemption date (unless the City defaults in the payment of the redemption price), the called Bonds will cease to bear interest. Upon the surrender of Bonds for payment of the redemption price in accordance with the notice, the Paying Agent will pay the redemption price to the applicable Owners.

ARTICLE IV

RATIFICATION AND ESTABLISHMENT OF FUNDS AND ACCOUNTS

Section 401. Ratification and Establishment of Funds and Accounts.

(a) The City hereby ratifies the following separate funds and accounts created in, or ratified by, the Outstanding Parity Bond Ordinance, known respectively as the:

(1) Wastewater System Revenue Fund (the "Revenue Fund");

(2) Wastewater System Operation and Maintenance Account (the "Operation and Maintenance Account");

(3A) the Debt Service Account, the Principal Account and the Interest Account established under the Series 2000 Bond Ordinance (collectively, the "Series 2000 Bond Debt Service Account");

(3B) the State Match Portion Debt Service Account, the Leveraged Portion Debt Service Account, the Principal Account and the Interest Account established under the Series 2006 Bond Ordinance (collectively, the “Series 2000 Bond Debt Service Account” and, together with the Series 2000 Bond Debt Service Account, the “Outstanding Parity Bond Debt Service Account”);

(4A) the Reserve Account established under the Series 2000 Bond Ordinance (the “Series 2000 Bond Debt Service Reserve Account”);

(4B) the Reserve Account established under the Series 2006 Bond Ordinance (the “Series 2000 Bond Debt Service Reserve Account” and, together with the Series 2000 Bond Debt Service Reserve Account, the “Outstanding Parity Bond Debt Service Reserve Account”);

(5) Wastewater System Depreciation and Replacement Account (also referred to in the Series 2006 Bond Ordinance as the Depreciation Account) (the “Depreciation and Replacement Account”); and

(6) Wastewater System Surplus Account Extension and Improvement Account (also referred to in the Series 2006 Bond Ordinance as the Extension and Improvement Account) (the “Surplus Account”).

(b) The City hereby establishes the following special funds and accounts with the Paying Agent under the Escrow Agreement:

(1) the Debt Service Fund;

(2) the Construction Fund;

(3) the Repayment Fund, consisting of the Principal Account and the Interest Account;
and

(4) the Administrative Expense Fund.

Section 402. Administration of Funds and Accounts. The funds and accounts described in Section 401(a)(1), (2), (5) and (6) will be maintained and administered by the City under this Ordinance and the Outstanding Parity Bond Ordinance while any of the Bonds and the Outstanding Parity Bonds are outstanding. The funds and accounts described in Section 401(a)(3A), (3B), (4A) and (4B) will be maintained and administered by or on behalf of the City while the applicable series of Outstanding Parity Bonds are outstanding. The funds and accounts described in Section 401(b) will be maintained and administered by the Paying Agent pursuant to the Escrow Agreement while the Bonds are Outstanding.

Section 403. Deposits and Application of Bond Proceeds.

(a) The proceeds received from the sale of the Bonds on the Closing Date will be deposited upon the delivery of the Bonds into the Construction Fund and the Administrative Expense Fund as provided in the Escrow Agreement. Thereafter, each Purchase Price Installment will be deposited into the Construction Fund.

(b) Moneys in the Construction Fund will be disbursed to the City for the sole purpose of refunding the Refunded Bonds and paying the Eligible Costs of the Project in accordance with the plans and specifications prepared by the Consulting Engineer, previously approved by the Governing Body and

DNR and on file in the office of the City Clerk, including any alterations in or amendments to the plans and specifications approved by the Governing Body and DNR with the advice of the Consulting Engineer.

(c) Requisitions will be submitted for funding of the Purchase Price Installments and resulting withdrawals from the Construction Fund in accordance with Article III of the Purchase Agreement. Funds will be disbursed from the Administrative Expense Fund as provided in the Escrow Agreement.

ARTICLE V

APPLICATION OF REVENUES

Section 501. Revenue Fund. The City covenants and agrees that from and after the delivery of the Bonds and so long as any of the Bonds remain outstanding and unpaid, all Revenues derived and collected by the City will be deposited into the Revenue Fund when received. The Revenues will be segregated from all other moneys, revenues, funds and accounts of the City. The Revenue Fund will be administered and applied solely for the purposes and in the manner provided in the Outstanding Parity Bond Ordinance, this Ordinance and any other ordinance with respect to System Revenue Bonds.

Section 502. Application of Moneys in Funds and Accounts.

(a) The City will apply moneys in the Revenue Fund on the dates, in the amounts and in the order as follows:

(1) *Operation and Maintenance Account*. On the first day of each month, to the Operation and Maintenance Account an amount sufficient to pay the estimated cost of operating and maintaining the System during the month, which amount shall include (i) on the dates required by the Outstanding Parity Bond Ordinance, the amounts required to pay the fees described in the Outstanding Parity Bond Ordinance, if any, and (ii) on the dates required by Section 211, transfers to the Paying Agent for further deposit to the Administrative Expense Fund, the amounts required to pay the Administrative Fee and the Paying Agent's Fees and expenses;

(2) *Repayment Fund and Debt Service Account*. On a parity basis (i) at the times required under the Outstanding Parity Bond Ordinance, to the Outstanding Parity Bond Debt Service Account the amount required under the Outstanding Parity Bond Ordinance and (ii) by the Funds Transfer Method, on each Quarterly Payment Date, to the Paying Agent for credit to the Interest Account and the Principal Account of the Repayment Fund:

(A) to the Interest Account of the Repayment Fund, on September 15, 2020, and on each Quarterly Payment Date thereafter, 1/2 of the amount of interest due on the Bonds on the next Interest Payment Date with the balance in the Debt Service Fund and the Interest Account on an Interest Payment Date after the payment of the principal of and interest due on the Bonds on the Interest Payment Date to be credited against the next succeeding Quarterly Payment; provided that prior to the Completion of Funding,

(i) the investment earnings on the Construction Fund for the preceding calendar quarter will be credited against the next Quarterly Payment,

(ii) for purposes of the first Quarterly Payment of each Interest Period, the amount of interest due on the next Interest Payment Date will be estimated based upon an expected disbursement schedule for the Interest Period provided by the City to DNR and the Paying Agent, and

(iii) for purposes of the second Quarterly Payment of each Interest Period, the interest due on the next Interest Payment Date will be calculated by the Paying Agent based upon Purchase Price Installments funded at least three Business Days prior to the Quarterly Payment Date and the second Quarterly Payment calculated so that the amount on deposit in the Interest Account after receipt of the second Quarterly Payment will equal interest payable on the Bonds on the Interest Payment Date; and

(B) to the Principal Account of the Repayment Fund, on March 15, 2021, and on each Quarterly Payment Date thereafter, 1/2 of the principal due on the Bonds on the next succeeding Principal Payment Date, whether at Stated Maturity or upon mandatory sinking fund redemption. If the Initiation of Operations specified in the certificate delivered by the City under Section 3.5 of the Purchase Agreement is earlier than the expected Initiation of Operations, (i) the first quarterly installment of principal of the Bonds will be paid no later than the Quarterly Payment Date that is not more than 12 months after the Initiation of Operations, and (ii) on the Quarterly Payment Date that is not more than 20 years after the Initiation of Operations, all remaining unpaid principal installments of the Bonds will be paid;

(3) *Debt Service Reserve Account.* After payments and credits required at the time to be made under the provisions of paragraphs (1) and (2) of this subsection have been made, there shall next be paid and credited to the Outstanding Parity Bond Debt Service Reserve Account and any other debt service reserve fund or account for any Parity Bonds issued by the City in the amounts and at the times required under the Parity Bond Ordinances;

(4) *Depreciation and Replacement Account.* After all payments and credits required at the time to be made under the provisions of paragraphs (1), (2) and (3) of this subsection have been made, there shall next be paid and credited to the Depreciation and Replacement Account the sum of \$38,656.00 each month. Except as provided in Section 503, moneys in the Depreciation and Replacement Account shall be expended and used by the City solely for the purpose of making replacements and repairs in and to the System as may be necessary to keep the System in good repair and working order and to assure the continued effective and efficient operation thereof. The amounts required to be paid and credited to the Depreciation and Replacement Account shall be exclusive of any amounts at the time required to be paid and credited to the Account under the provisions of the Parity Bond Ordinances; and

(5) *Surplus Account.* At the times required under the Outstanding Parity Bond Ordinance or, after the date on which the Outstanding Parity Bonds are no longer outstanding, on each Quarterly Payment Date, the remaining balance to the Surplus Account. Moneys in the Surplus Account are to be expended for the following purposes as determined by the Governing Body:

(1) paying the cost of the operation, maintenance and repair of the System to the extent necessary after the application of the moneys held in the Operation and Maintenance Account and the Depreciation and Replacement Account;

(2) paying the cost of extending, enlarging or improving the System;

(3) preventing default in, anticipating payments into or increasing the amounts in the accounts confirmed or established in Section 401, the Principal Account, the Interest

Account or the Depreciation and Replacement Account, or establishing or increasing the amount of any debt service account or debt service reserve account created by the City for the payment of any System Revenue Bonds subsequently issued;

(4) redeeming and paying prior to Stated Maturity, or, at the option of the City, purchasing in the open market at the best price obtainable not exceeding the call price (if any bonds are callable), the Bonds, the Outstanding Parity Bonds or any other System Revenue Bonds hereafter issued under the conditions hereinafter specified and standing on a parity with the Bonds, including principal, redemption premium, if any, and interest; or

(5) subject to Section 502(c), any other lawful purpose in connection with the operation of the System and benefiting the System including, but not limited to, payments with respect to bonds or other obligations of the System.

(b) All amounts paid and credited to the Operation and Maintenance Account will be expended solely for the purpose of paying the Current Expenses of the System.

(c) No moneys derived by the City from the System will be diverted to the general governmental or municipal functions of the City.

(d) If the deposits to the Operation and Maintenance Account (the "OM Deposits") required under this Section are greater than the OM Deposits required in the User Charge Ordinance, the OM Deposits under the User Charge Ordinance will be deemed a credit toward OM Deposits required under this Section. If the OM Deposits required under this Section are less than those required in the User Charge Ordinance, OM Deposits under this Section will be deemed a credit to OM Deposits required under the User Charge Ordinance.

Section 503. Deficiency of Payments into Funds and Accounts.

(a) If the Revenues are insufficient to make any payment on any date specified in this Article, the City will make good the amount of the deficiency by making additional payments out of the first available Revenues for application in the order specified in Section 502.

(b) If the moneys in the Outstanding Parity Bond Debt Service Account, the Outstanding Parity Bond Debt Service Reserve Account, the Principal Account or the Interest Account are not sufficient to pay the principal of and interest on the Outstanding Parity Bonds and the Bonds as and when the same become due, the City will apply moneys in the Surplus Account and the Depreciation and Replacement Account on a proportionate basis (based upon the outstanding principal amounts of the Bonds and the Outstanding Parity Bonds) to the Outstanding Parity Bond Debt Service Account, the Principal Account and the Interest Account to prevent any default in the payment of the principal of and interest on the Outstanding Parity Bonds and the Bonds.

Section 504. Transfer of Funds to Paying Agent. The City Clerk is authorized and directed to make the payments to the Principal Account and the Interest Account as provided in Section 502, and, to the extent necessary to prevent a default in the payment of any System Revenue Bonds, from the Surplus Account and from the Depreciation and Replacement Account as provided in Sections 502 and 503, sums sufficient to pay the System Revenue Bonds when due, and to forward amounts to the Paying Agent by the Funds Transfer Method that ensures the Paying Agent will have sufficient available funds on or before the second Business Day immediately preceding the dates when payments on the Bonds are due. Upon the payment of all principal and interest on the Bonds, the Paying Agent will return any excess funds to the

City. Except as otherwise provided in the Escrow Agreement, all moneys deposited by the City with the Paying Agent are subject to the provisions of this Ordinance.

Section 505. Business Days. If any date for the payment of principal of, or redemption premium, if any, or interest on the Bonds or the taking of any other action hereunder is not a Business Day, then such payment shall be due, or such action shall be taken, on the first Business Day thereafter with the same force and effect as if made on the date fixed for payment or performance.

Section 506. Redemption of Refunded Bonds. The Governing Body desires to redeem all of the outstanding Refunded Bonds prior to maturity on the Closing Date of the Bonds. Said Refunded Bonds will be redeemed by paying directly to the owner of the Refunded Bonds the redemption price on the Closing Date of the Bonds. The Governing Body hereby directs the Mayor or City Clerk to cause notice of the redemption to be given in the manner provided in the Refunded Bond Ordinance or obtain a waiver of notice of the owner of the Refunded Bonds and hereby ratifies and confirms such actions heretofore taken by such officials. The officers of the City are hereby authorized and directed to take such other action as may be necessary in order to effect the redemption of the Refunded Bonds as herein provided.

ARTICLE VI

INVESTMENT OF MONEYS

Section 601. Investment of Moneys.

(a) Moneys held in any fund or account referred to in this Ordinance may be invested in Investment Securities; provided, however, that any fund or account held by the Paying Agent shall be invested as provided in Section 11 of the Escrow Agreement. No such investment will be made for a period extending longer than the date when the money invested may be needed. All earnings on any investments held in any fund or account will accrue to the applicable fund or account. In determining the amount held in any fund or account under this Ordinance, obligations will be valued at the lower of cost or market value. If the amount in any fund or account held within the Treasury of the City is greater than the required amount, the City may transfer the excess to the Revenue Fund.

(b) If the Outstanding Parity Bonds are outstanding, any investments made pursuant to this Section are subject to the applicable restrictions in the Outstanding Parity Bond Ordinance.

ARTICLE VII

PARTICULAR COVENANTS OF THE CITY

Section 701. Efficient and Economical Operation; User Charge Ordinance. The City will continuously own and will operate the System in an efficient and economical manner and will keep and maintain the System in good repair and working order. The City has duly approved the User Charge Ordinance and will enforce the provisions thereof.

Section 702. Rate Covenant. The City will fix, establish, maintain and collect rates, fees and charges for the use and services furnished by or through the System to produce income and revenues sufficient to (a) pay the costs of the operation and maintenance of the System; (b) pay the principal of and interest on the Bonds as and when due; (c) enable the City to have in each Fiscal Year Net Revenues of not less than 110% of the amount required to be paid by the City in the Fiscal Year on account of both principal of and interest on all System Revenue Bonds at the time outstanding, provided that (i) interest on any System Revenue Bonds will be reduced by Subsidy Payments, if any, and (ii) principal and/or interest on

any System Revenue Bonds will be reduced by amounts deposited in trust or escrowed for the payment thereof with the Owner or commercial bank or trust company located in the State of Missouri having full trust powers and acting as trustee or escrow agent and that are reasonably expected to be used for the payment of principal and/or interest on any System Revenue Bonds during the calculation period; and (d) provide reasonable and adequate reserves for the payment of the Bonds and the interest thereon and for the protection and benefit of the System as provided in this Ordinance. The City will require the prompt payment of accounts for service rendered by or through the System and will promptly take whatever action is legally permissible to enforce and collect delinquent charges. Each Fiscal Year, the City shall review the rates, fees and charges for the use and services furnished by or through the System and revise such rates, fees and charges as necessary to ensure that the System generates Net Revenues sufficient to meet the requirements of this Section.

Section 703. Reasonable Charges for all Services. None of the facilities or services provided by the System will be furnished to any user (excepting the City itself) without a reasonable charge being made therefor. If the income and revenues derived by the City from the System are insufficient to pay the reasonable expenses of operation and maintenance of the System and the principal of and interest on the Bonds when due, the City will pay into the Revenue Fund a fair and reasonable payment in accordance with effective applicable rates and charges for all services or other facilities furnished to the City or any of its departments by the System.

Section 704. Annual Budget. Prior to the commencement of each Fiscal Year, the City will cause a budget setting forth the estimated receipts and expenditures of the System for the next succeeding Fiscal Year to be prepared and filed with the City Clerk. The City Clerk, within 30 days after the end of the current Fiscal Year, will mail a copy of the budget to the Owner. The annual budget will be prepared in accordance with the laws of the State.

Section 705. Annual Audit.

(a) Promptly after the end of each Fiscal Year, the City will cause an audit of the System for the preceding Fiscal Year to be made by a certified public accountant or firm of certified public accountants employed for that purpose and paid from the Revenues. The annual audit will cover in reasonable detail the operation of the System during the Fiscal Year.

(b) As soon as possible after the completion of the annual audit, the Governing Body will review the annual audit, and if the annual audit reveals any breach of this Ordinance, the City agrees to promptly cure the breach.

(c) Within 30 days after the acceptance of the audit by the Governing Body, a copy of the annual audit will be filed in the office of the City Clerk. The annual audit will be open to examination and inspection during normal business hours by any taxpayer, any user of the services of the System, the Owner, or anyone acting for or on behalf of the taxpayer, user or Owner.

(d) The City acknowledges its undertakings set forth in Section 2.1(v) of the Purchase Agreement.

Section 706. Performance of Duties. The City will faithfully and punctually perform all duties and obligations with respect to the operation of the System, including all extensions and improvements thereto, now or hereafter imposed upon the City by the constitution and laws of the State and by the provisions of this Ordinance.

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ARTICLE VIII

ADDITIONAL BONDS

Section 801. Prior Lien Bonds. The City will not issue any debt obligations payable out of the Net Revenues that are superior in lien, security or otherwise to the Bonds.

Section 802. Parity Lien Bonds or Obligations.

(a) The City will not issue any additional bonds or other long-term obligations payable out of the Net Revenues of the System that stand on parity or equality with the Bonds unless the following conditions are met:

(1) the City is not in default in the payment of principal or interest on the Bonds or any Parity Bonds or in making any deposit into the funds and accounts under this Ordinance or any Parity Ordinance; and

(2) the City provides to the Owner a certificate showing either of the following:

(A) the average annual Net Revenues as set forth in the two most recent annual audits for Fiscal Years preceding the issuance of additional bonds, are at least 110% of the average annual debt service on the System Revenue Bonds, including the additional bonds proposed to be issued, to be paid out of the Net Revenues in all succeeding Fiscal Years. Interest to be paid on any System Revenue Bonds will be reduced by Subsidy Payments, if any. Principal and/or interest to be paid on any System Revenue Bonds will be reduced by amounts deposited in trust or escrowed for the payment thereof with the Owner or commercial bank or trust company located in the State of Missouri having full trust powers and acting as trustee or escrow agent and that are reasonably expected to be used for the payment of principal and/or interest on any System Revenue Bonds during the calculation period. If the City has made any increase in rates for the use and services of the System and the increase has not been in effect during all of the two Fiscal Years for which annual audits are available, the City may add to the audited Net Revenues the additional Net Revenues that would have resulted if the rate increase had been in effect for the entire period, as certified by a Consultant; or

(B) the estimated average annual Net Revenues for the two Fiscal Years immediately following the issuance of the additional bonds or, if improvements are to be made to the System with the proceeds of the additional bonds, for the two Fiscal Years immediately following the Fiscal Year in which the improvements to the System being financed by the additional bonds are to be in commercial operation, as certified by a Consultant, is at least 110% of the average annual debt service on the System Revenue Bonds, including the additional bonds proposed to be issued, to be paid out of the Net Revenues in succeeding Fiscal Years following the commencement of commercial operation of the improvements. Interest to be paid on any System Revenue Bonds will be reduced by Subsidy Payments, if any. Principal and/or interest to be paid on any System Revenue Bonds will be reduced by amounts deposited in trust or escrowed for the payment thereof with the Owner or commercial bank or trust company located in the State of Missouri having full trust powers and acting as trustee or escrow agent and that are reasonably expected to be used for the payment of principal and/or interest on any System Revenue Bonds during the calculation period. In determining the amount of estimated Net Revenues for the purpose of this subsection, a Consultant may adjust the estimated net

income and revenues by adding the estimated increase in Net Revenues resulting from any increase in rates for the use and services of the System approved by the City and to become effective during the two Fiscal Years immediately following the Fiscal Year in which the improvements to the System being financed by the additional bonds are to be in commercial operation.

(b) If the conditions set forth in this Section are satisfied, the City (i) may issue additional revenue bonds or other obligations of the City on a parity with the Bonds and that enjoy complete equality of the lien on the Net Revenues with the Bonds, (ii) may make equal provision for paying the additional revenue bonds or other obligations from the Revenue Fund, and (iii) may secure the additional revenue bonds or other obligations by funding reasonable System debt service accounts and debt service reserve accounts from the Net Revenues.

Section 803. Junior Lien Bonds. Nothing in this Article prohibits or restricts the right of the City to issue additional revenue obligations, including revenue bonds, for the purpose of extending, improving, enlarging, repairing or altering the System, or refunding obligations issued for such purposes, that are junior and subordinate to the Bonds if, at the time of the issuance of the additional revenue obligations, the City is not in default in the performance of any covenant or agreement in this Ordinance. If the City is in default in paying either interest on or principal of the Bonds, the City will not make any payments on the subordinate revenue obligations until the default is cured. Subject to the limitations in this Section, the City may make provision for paying the principal of and interest on the subordinate revenue bonds or obligations from moneys in the Revenue Fund.

Section 804. Refunding Bonds. The City may, without complying with the provisions of Section 802, refund any of the Bonds or any Parity Bonds in a manner that provides net present value debt service savings to the City, and the refunding bonds so issued will be on a parity with any of the Bonds and any Parity Bonds that are not refunded.

ARTICLE IX

DEFAULT AND REMEDIES

Section 901. Events of Default. If (a) the City defaults in the payment of the principal of or interest on any of the Bonds, or (b) the City or its Governing Body or any of its officers, agents or employees fails or refuses to comply with any provision of this Ordinance, the Constitution or statutes of the State, the Purchase Agreement or the Escrow Agreement and default continues for a period of 60 days after written notice specifying the non-payment default has been given to the City by the Owner of any Bond then Outstanding, at any time thereafter and while the default continues, the City shall pay to DNR the penalties assessed by DNR in accordance with the Regulations.

Section 902. Remedies.

(a) The provisions of this Ordinance constitute a contract between the City and the Owners of the Bonds. The Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

(1) by any proceeding at law or in equity to enforce the rights of the Owner or Owners against the City and its officers, agents and employees, and to compel the performance by the City of its duties and obligations under this Ordinance, the Constitution and the laws of the State;

(2) by any proceeding at law or in equity to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(3) by any proceeding at law or in equity to enjoin any act or thing that is unlawful or in violation of the rights of the Owners of the Bonds.

(b) Any amounts paid on the Bonds to the Owners will be applied first to interest and second to principal, to the extent due and payable.

Section 903. Limitation on Rights of Owners. No Owner has any right in any manner whatever by the Owner's action to affect, disturb or prejudice the security granted and provided for in, or enforce any right under, this Ordinance, except in the manner provided in this Ordinance. All proceedings at law or in equity will be for the equal benefit of all Owners.

Section 904. Remedies Cumulative. No remedy conferred upon the Owners is intended to be exclusive of any other remedy. Each remedy is in addition to every other remedy and may be exercised without exhausting any other remedy conferred under this Ordinance. No waiver by any Owner of any default or breach of duty or contract of the City under this Ordinance will affect any subsequent default or breach of duty or contract by the City or impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default will impair any right or power or will be construed to be a waiver of any default. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Ordinance may be enforced and exercised from time to time and as often as may be expedient. If any Owner discontinues any proceeding or the decision in the proceeding is against the Owner, the City and the Owners of the Bonds will be restored to their former positions and rights under this Ordinance.

Section 905. No Obligation to Levy Taxes. Nothing in this Ordinance imposes any duty or obligation on the City to levy any taxes either to meet any obligation incurred under this Ordinance or to pay the principal of or interest on the Bonds.

ARTICLE X

DEFEASANCE

Section 1001. Defeasance. When all of the Bonds have been paid and discharged, then the requirements contained in this Ordinance and the pledge of revenues made hereunder and all other rights granted hereby shall terminate. Bonds shall be deemed to have been paid and discharged within the meaning of this Ordinance if there shall have been deposited with the Paying Agent, or other bank or trust company located in the State of Missouri, having full trust powers and meeting the requirements of a successor Paying Agent (as set forth in the Escrow Agreement) impressed with a first lien to the Paying Agent for the benefit of the Owners, at or prior to Stated Maturity or redemption date of said Bonds, in trust for and irrevocably appropriated thereto, moneys and/or non-callable Defeasance Securities (the "Defeasance Escrow") which, together with the interest to be earned on any such obligations, will be sufficient for the payment of the principal of said Bonds and interest to accrue to the Stated Maturity or date of redemption, as the case may be, or if default in such payment shall have occurred on such date, then to the date of the tender of such payments, provided; however, that if any such Bonds shall be redeemed prior to Stated Maturity, (a) the City shall have elected to redeem such Bonds, and (b) either notice of such redemption shall have been given or the City shall have given irrevocable instructions to the Paying Agent to redeem such Bonds; and provided further, however, there shall be filed with the City, the Owner and the Paying Agent (1) an opinion of Bond Counsel to the effect that the conditions for the defeasance of the Bonds pursuant to this Section have been complied with and (2) if the interest on the Defeasance Escrow

is to be used to pay debt service on the Bonds at their Stated Maturity or upon redemption, the written report of an independent certified public accountant evidencing the sufficiency of the Defeasance Escrow. Any moneys and obligations which at any time shall be deposited with the Paying Agent, or other bank by or on behalf of the City, for the purpose of paying and discharging any of the Bonds shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge of this Ordinance. All moneys deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance.

ARTICLE XI

AMENDMENTS

Section 1101. Amendments.

(a) Any provision of the Bonds or of this Ordinance may be amended by an ordinance with the prior written consent of the Owners. Consent must be evidenced by an instrument executed by the Owners, acknowledged or proved in the manner of a deed to be recorded, and filed with the City Clerk.

(b) No amendment will be effective until (i) the City has delivered to the Owners and the Paying Agent an opinion of Bond Counsel stating that the amendment is permitted by this Ordinance and the Act, complies with their respective terms and is valid and binding upon the City in accordance with its terms, and (ii) the City Clerk has on file a copy of the amendment and all required consents.

ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 1201. Further Authority. The officers of the City, including the Mayor and the City Clerk, are authorized and directed to execute all documents and take the actions as are necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial changes in the documents approved by this Ordinance which they may approve. The execution of any document or taking of any related action constitutes conclusive evidence of the necessity or advisability of the action or change.

Section 1202. Electronic Transactions. The transactions described in this Ordinance and the Bonds may be conducted and related documents may be stored, received and delivered by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1203. Severability. If any section or other part of this Ordinance is for any reason held invalid, the invalidity will not affect the validity of the other provisions of this Ordinance.

Section 1204. Governing Law. This Ordinance is governed by and will be construed in accordance with the laws of the State.

Section 1205. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the City Council and approval by the Mayor.

[Remainder of Page Intentionally Left Blank]

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 18TH DAY OF MAY, 2020.

APPROVED:

(SEAL)

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

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EXHIBIT A

FORM OF BOND

[THIS BOND IS TRANSFERABLE ONLY TO ANY SUCCESSOR TO THE MISSOURI DEPARTMENT OF NATURAL RESOURCES OR ITS ASSIGNS]

Registered
No. R- _____

Registered
Not to exceed \$ _____

UNITED STATES OF AMERICA
STATE OF MISSOURI

CITY OF ROLLA, MISSOURI

SEWERAGE SYSTEM REFUNDING AND IMPROVEMENT REVENUE BOND
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2020

Closing Date

Interest Rate

Stated Maturity

REGISTERED OWNER: [MISSOURI DEPARTMENT OF NATURAL RESOURCES]

PRINCIPAL AMOUNT: NOT TO EXCEED _____ DOLLARS

The CITY OF ROLLA, MISSOURI, a third-class city and political subdivision of the State of Missouri (the “City”), for value received, hereby promises to pay to the Owner shown above, or registered assigns, the Cumulative Principal Amount Outstanding set forth on Schedule A to this Bond on the Maturity Date shown above, and to pay interest thereon at the Interest Rate per annum shown above, on January 1 and July 1 in each year, commencing January 1, 2021 (each an “Interest Payment Date”), from the date shown on Schedule A or from the most recent Interest Payment Date to which interest has been paid or duly provided for, computed on the basis of a 360-day year of twelve 30-day months. Terms not otherwise defined in this Bond have the respective meanings as set forth in the Ordinance.

The principal of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered on the Bond Register at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the payment office of UMB Bank, N.A., St. Louis, Missouri (the “Paying Agent”), or such other office designated by the Paying Agent. The payment of the principal of and redemption premium, if any, payable on this Bond at maturity or upon earlier redemption and the interest payable on this Bond on any Interest Payment Date will be made by check or draft mailed by the Paying Agent to the address of the Owner shown in the Bond Register. The principal of and redemption premium, if any, and interest on the Bonds is payable by electronic transfer in immediately available federal funds to a bank in the continental United States of America pursuant to instructions from any Owner received by the Paying Agent prior to the Record Date. The principal of and interest on this Bond is payable in lawful money of the United States of America.

This Bond is one of a duly authorized series of bonds of the City designated “Sewerage System Refunding and Improvement Revenue Bonds (State of Missouri – Direct Loan Program) Series 2020” (the

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“Bonds”), issued by the City for the purpose of paying the costs of extending and improving the sewerage system owned and operated by the City (said system, together with all future improvements and extensions thereto hereafter constructed or acquired by the City, being herein called the “System”), under the authority of and in full compliance with Chapter 250 of the Revised Statutes of Missouri, as amended, and pursuant to an election duly held in the City and an ordinance duly passed by the governing body of the City (the “Ordinance”).

At the option of the City, the Bonds may be called for redemption and payment prior to maturity in whole or in part as provided in the Ordinance, with the prior written consent of the Owners.

The Bonds are subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements of the Ordinance, at a redemption price equal to 100% of the principal amount plus accrued interest to the redemption date.

Except as otherwise provided in the Ordinance, notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by registered or certified mail at least 15 days, but not more than 30 days, prior to the date fixed for redemption, to the Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Owner to the Paying Agent. Notice of redemption having been given or waived as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest.

The Bonds are limited obligations of the City payable solely from, and secured as to the payment of principal and interest by a pledge of, the Net Revenues. The taxing power of the City is not pledged to the payment of the Bonds either as to principal or interest. The Bonds do not constitute a general obligation of the City or an indebtedness of the City within the meaning of any constitutional or statutory provision, limitation or restriction.

The Bonds are issued on a parity with the Outstanding Parity Bonds.

Under the conditions set forth in the Ordinance, the City has the right to issue additional bonds payable from the Net Revenues; provided, however, that such additional bonds may be so issued only in accordance with and subject to the covenants, conditions and restrictions relating thereto set forth in the Ordinance.

The City covenants with the Owner of this Bond to keep and perform all covenants and agreements contained in the Ordinance, and the City will fix, establish, maintain and collect rates, fees and charges for the use and services furnished by or through the System to produce Revenues sufficient to pay the operation and maintenance costs of the System, pay the principal of and interest on the Bonds and provide reasonable and adequate reserve funds. Reference is made to the Ordinance for a description of the agreements made by the City with respect to the collection, segregation and application of the Revenues, the nature and extent of the security for the Bonds, the rights, duties and obligations of the City with respect to the Bonds, and the rights of the Owners.

The Bonds are issuable in the form of fully-registered Bonds in the denomination of \$100 or any integral multiple of \$0.01 in excess thereof.

This Bond may be transferred or exchanged, as provided in the Ordinance, only upon the registration books kept for that purpose at the above-mentioned office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or exchange satisfactory to the Paying Agent

duly executed by the Owner or the Owner's duly authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance, and upon payment of the charges therein prescribed. The City and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

This Bond will not be valid or be entitled to any security or benefit under the Ordinance until the Paying Agent has executed the Certificate of Authentication.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to the issuance of the Bonds have existed, happened and been performed in due time, form and manner as required by law, and that before the issuance of the Bonds, provision has been duly made for the collection, segregation and application of the income and revenues of the System as provided in the Ordinance.

IN WITNESS WHEREOF, the City of Rolla, Missouri, has executed this Bond by causing it to be signed by the manual signature of its Mayor and attested by the manual signature of its City Clerk, and its official seal to be affixed hereto or imprinted hereon.

(SEAL)

CITY OF ROLLA, MISSOURI

ATTEST:

City Clerk

By _____
Mayor

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within-mentioned Ordinance.

Registration Date: _____

UMB BANK, N.A., Paying Agent

By _____
Authorized Signatory

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by a reputable private courier or overnight delivery service, addressed as follows; provided, however, that notice to the Paying Agent shall be effective only upon receipt:

Participant:

City of Rolla, Missouri
901 North Elm Street, P.O. Box 979
Rolla, Missouri 65401-0979
Attention: City Administrator

DNR:

General

Missouri Department of Natural Resources
Water Protection Program
P.O. Box 176 (Zip Code 65102)
1101 Riverside Drive
Jefferson City, Missouri 65101
Attention: Director, Financial Assistance Center

For Requisitions:

Missouri Department of Natural Resources
Water Protection Program
P.O. Box 176 (Zip Code 65102)
1101 Riverside Drive
Jefferson City, Missouri 65101
Attention: Financial Assistance Center

Paying Agent:

UMB Bank, N.A.
2 South Broadway, Suite 600
St. Louis, Missouri 63102
Attention: Corporate Trust Department

Each party may change its address by giving written notice of the new address to the other parties.

Section 8.5 Exculpatory Provision. In exercising powers under this Agreement, the Paying Agent, the Participant and DNR and their members, directors, officers, employees and agents will not be liable to any other party to this Agreement (a) for any actions taken or omitted by it or its members, officers, directors, employees or agents in good faith and believed by it or them to be authorized or within their discretion or rights or powers conferred upon them, or (b) for any claims based on this Agreement against any member, director, officer, employee or agent of the Paying Agent, the Participant or DNR in his or her individual capacity.

Section 8.6 Amendment. This Agreement may be amended or supplemented by a written instrument executed by the parties, subject to the requirements of the Federal Act and regulatory authority of EPA that The Water and Wastewater Loan Fund be operated in a manner that preserves The Water and Wastewater Loan Fund in perpetuity for its designated purposes and to provide necessary and ongoing assistance to communities to attain and maintain compliance with the Federal Act.

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Section 8.7 Electronic Transactions. The transactions described in this Agreement may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 8.8 Severability of Invalid Provisions. If any agreement provided in this Agreement is contrary to law, that agreement will be severable from the remaining agreements and will not affect the validity of the other provisions of this Agreement.

Section 8.9 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which will be regarded for all purposes as one original and constitute one and the same instrument.

Section 8.10 Applicable Law. This Agreement will be governed exclusively by the laws of the State.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers or signatories and dated as of the day and year first above written.

**MISSOURI DEPARTMENT
OF NATURAL RESOURCES**

By: _____
Authorized Officer

CITY OF ROLLA, MISSOURI

Mayor

(SEAL)

ATTEST:

City Clerk

Taxpayer Identification No.: 43-6003049

EXHIBIT A

FORM OF REQUISITION

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

1. TYPE OF REQUEST: <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		3. PAYMENT REQUEST NUMBER: _____ PAGE 1 OF _____	
2. PROJECT NUMBER: C295836-01		4. PERIOD COVERED BY THIS REPORT: FROM: _____ TO: _____	
5. RECIPIENT ORGANIZATION: CITY OF ROLLA PO BOX 979 ROLLA, MO 65401-0979		6. LOAN TRUSTEE: UMB BANK, NA IN TRUST FOR CITY OF ROLLA C295836-01 2 S. BROADWAY, SUITE 600 ST. LOUIS, MO 63102	
7. ELIGIBLE PROJECT COSTS INCURRED (EXCLUDING RETAINAGE) Recipient Project Name and Number Show construction, engineering, administrative costs, etc.	Current Period	Cumulative	Office Use Only
A.			
B.			
C.			
D.			
E.			
F.			
G.			
H.			
I.			
J.			
K.			
L.			
Z. Total from continuation sheet (lines 7.M. - 7.Y.)			
AA. Eligible costs incurred to date			
FOR OFFICE USE ONLY	BB. TOTAL APPROVED ELIGIBLE COSTS TO DATE:		BB.
	CC. LESS AMOUNT PREVIOUSLY APPROVED:		CC.
	DD. AMOUNT PAYABLE TO RECIPIENT (ACTUAL REIMBURSEMENT AMOUNT):		DD.
8. CERTIFICATION: By signing this reimbursement form, I certify that to the best of my knowledge and belief: 1) Billed costs or disbursements are in accordance with the terms of the project; 2) Payment due represents the amount due which has not been previously requested; 3) An inspection has been performed; and 4) All work is in accordance with the terms of the funding agreement.	RECIPIENT:	SIGNATURE OF AUTHORIZED REPRESENTATIVE:	
		DATE SIGNED:	PHONE NUMBER:
	DNR REVIEWER: Office Use Only	TYPED OR PRINTED NAME:	
		SIGNATURE OF REVIEW OFFICIAL:	
		DATE SIGNED:	
		TYPED OR PRINTED NAME AND TITLE:	

DNR-WPP-FAC, SRF

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GILMORE & BELL, P.C.
DRAFT – APRIL 30, 2020
FOR DISCUSSION PURPOSES ONLY

TRANSCRIPT OF PROCEEDINGS

AUTHORIZING THE ISSUANCE

OF

NOT TO EXCEED \$27,240,000

CITY OF ROLLA, MISSOURI

SEWERAGE SYSTEM REFUNDING AND IMPROVEMENT REVENUE BONDS
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2020

Legal Opinion:

Bryan Cave Leighton Paisner LLP
Kansas City, Missouri

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NOT TO EXCEED \$27,240,000

CITY OF ROLLA, MISSOURI

SEWERAGE SYSTEM REFUNDING AND IMPROVEMENT REVENUE BONDS
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2020

CLOSING: MAY 28, 2020

CLOSING LIST

Document
No.

1. Bond Ordinance.
2. Purchase Agreement.
3. Escrow Trust Agreement.
4. Specimen Bond.
5. A. Minutes of August 6, 2018 Meeting of the City Council showing adoption of an ordinance calling a special bond election.
B. Agenda of Meeting.
6. Ordinance calling a special bond election.
7. A. Official Ballot.
B. Certification of Election Results.
C. Affidavit of Publication.
8. A. Minutes of December 3, 2018 Meeting of the City Council showing the adoption of a motion accepting the results of the special bond election.
B. Agenda of Meeting.
9. A. Excerpt of Minutes of May 18, 2020 Meeting of the City Council showing adoption of the Bond Ordinance.
B. Certificate Regarding Notice of Meeting.
C. Agenda of Meeting.

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Document
No.

10. City's Closing Certificate, with the following items attached:
 - Schedule 1. Application of Administrative Expense Fund Closing Deposit.
 - Exhibit A. Supplemental Closing Instructions and Closing Requisition.
 - Exhibit B. Sources and Uses.
11. Waiver of Notice of Redemption and Certificate of Receipt of Redemption Price for the Refunded Bonds.
12. Paying Agent's Closing Certificate.
13. Receipt for Bonds and Closing Certificate of DNR.
14. Parity Bond Certification.
15. Pro Forma Debt Service Schedule.
16. Opinion of Bond Counsel.

* * * *

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CITY'S CLOSING CERTIFICATE

Not to Exceed \$27,240,000
City of Rolla, Missouri
Sewerage System Refunding and Improvement Revenue Bonds
(State of Missouri – Direct Loan Program)
Series 2020

We, the undersigned, are the duly qualified and authorized officials of the City of Rolla, Missouri (the "City"), and we hereby certify as of May 28, 2020 in connection with the issuance of the above-described bonds (the "Bonds") as follows:

1. Meaning of Words and Terms. Capitalized words and terms used in this Certificate, unless otherwise defined in this Certificate or the context requires otherwise, have the same meanings ascribed to such words and terms in the ordinance authorizing the Bonds adopted by the governing body of the City (the "Ordinance").

2. Organization and Authority. The City is a third-class city organized and existing under the Constitution and laws of the State of Missouri. The City has complied with all provisions of the Constitution and the laws of the State of Missouri, and has full power and authority to consummate all transactions contemplated by the Ordinance and any and all other agreements relating thereto.

3. Transcript of Proceedings; The Ordinance. The transcript of proceedings (the "Transcript") relating to the authorization and issuance of the Bonds furnished to the Missouri Department of Natural Resources ("DNR"), as the purchaser of the Bonds, is to the best of our knowledge, information and belief full, correct and complete; none of such proceedings have been modified, amended or repealed; and the facts as are stated in the Transcript still exist. The copy of the Ordinance included in the Transcript (a) constitutes a full, true and correct copy of the Ordinance duly passed by the City Council of the City at a meeting duly held, after proper notice thereof, on May 18, 2020; (b) said Ordinance has not been modified, amended or repealed, and is in full force and effect as of the date hereof; and (c) said Ordinance is the same as is on file in the office of the City Clerk.

4. Meetings. All meetings of the governing body of the City as shown in the Transcript were called and held as shown in the Transcript. All such meetings were open to the public and a quorum was present and acted throughout, and proper notice of all such meetings was given in the manner required by law, including Chapter 610 of the Revised Statutes of Missouri, as amended.

5. Incumbency of Officers. The following named persons were the duly qualified and acting officials of the City at all times during which such persons participated in the proceedings authorizing the Bonds as shown in the Transcript:

<u>2018 ELECTION</u>		<u>CURRENT</u>	
<u>Name</u>	<u>Title</u>	<u>Name</u>	<u>Title</u>
Louis J. Magdits, IV	Mayor	Louis J. Magdits, IV	Mayor
Matthew Crowell	Councilmember	Marie Allen	Councilmember
Jody Eberly	Councilmember	Matthew Crowell	Councilmember
Tiffany Henry	Councilmember	Jody Eberly	Councilmember
Jonathan Hines	Councilmember	Tiffany Henry	Councilmember

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2018 ELECTION

CURRENT

<u>Name</u>	<u>Title</u>	<u>Name</u>	<u>Title</u>
Daniel Jones	Councilmember	^{Monty Jordan} Daniel Jones	Councilmember
Steven Jung	Councilmember	John K. Meusch	Councilmember
John K. Meusch	Councilmember	Ann Murphey	Councilmember
Ann Murphey	Councilmember	Jacob Rohter	Councilmember
Jacob Rohter	Councilmember	Christine Ruder	Councilmember
David Schott	Councilmember	Rachel Schneider	Councilmember
Jim Williams	Councilmember	David Schott	Councilmember
Brian Woolley	Councilmember	Jim Williams ^{Carroll} ^{Bein}	Councilmember
John Butz	City Administrator	John Butz	City Administrator
Carol Daniels	City Clerk	Carol Daniels	City Clerk

6. **Execution of Bonds.** The Bonds in the maximum principal amount of \$27,240,000, consisting of one fully-registered bond in the denomination of \$100 or any integral multiple of \$0.01 in excess thereof, have been duly signed and executed by the manual signatures of the Mayor and the City Clerk as the duly qualified, constituted and authorized officials of the City. On the date of the Bonds, and on the date when the Bonds were executed, such officials were and at the date hereof are the officials indicated by their signatures on the Bonds and on this Certificate, respectively. The signatures of such officials on the Bonds are their true and genuine signatures, and the seal affixed or imprinted on the Bonds was and is the duly authorized seal of the City and was affixed or imprinted on the Bonds by the authority and direction of the governing body of the City, and is the seal affixed or imprinted on this Certificate.

7. **Outstanding Revenue Obligations.** As of the date hereof, the City does not have outstanding any bonds or other obligations payable out of the Net Revenues derived from the operation of the System other than the Bonds, the Outstanding Parity Bonds, the Refunded Bonds being redeemed with the proceeds of the Bonds and the City's Certificates of Participation (City of Rolla, Missouri, Lessee), Series 2012B. No event has occurred and is continuing which, with the passage of time or the giving of notice, would constitute a breach of or an event of default under the Ordinance or the Outstanding Parity Bond Ordinance.

8. **Sale of Bonds.** The Bonds have been sold on a negotiated basis at a rate not exceeding 10% per annum, and at a price of 100% of the par value thereof, in compliance with the requirements of Section 108.170 of the Revised Statutes of Missouri, as amended.

9. **Execution of Documents.** The following documents (the "City Documents") have been executed and delivered in the name and on behalf of the City by its duly authorized officers, pursuant to and in full compliance with the Ordinance; the copies of the City Documents contained in the Transcript are true, complete and correct copies or counterparts of the City Documents as executed and delivered by the City and are in substantially the same form and text as the copies of the City Documents that were before the governing body of the City and approved by the Ordinance; and the City Documents have not been amended, modified or rescinded and are in full force and effect as of the date hereof:

(a) Purchase Agreement dated as of May 1, 2020 (the "Purchase Agreement"), between the City and the Missouri Department of Natural Resources ("DNR"); and

(b) Escrow Trust Agreement dated as of May 1, 2020 (the "Escrow Agreement"), between UMB Bank, N.A., as Paying Agent (the "Paying Agent") under the Ordinance, and the City.

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10. Representations and Warranties Required by the Purchase Agreement. The City has duly performed all of its obligations required to be performed at or prior to the date of this Closing Certificate by the Purchase Agreement and each of the City's representations and warranties contained in the Purchase Agreement are true as of the date hereof.

11. No Litigation. There is no litigation, suit or other proceeding of any kind pending, or to our knowledge, after due investigation, threatened, (a) that is seeking to restrain or enjoin the issuance or delivery of the Bonds; (b) that is contesting, disputing or affecting in any way (1) the legal organization of the City or its boundaries, (2) the right or title of any of its officers to their respective offices, (3) the legality of any of its official acts shown to have been done in the Transcript, (4) the constitutionality or validity of the Bonds or the obligations represented by the Bonds, or any of the proceedings had in relation to the authorization, issuance or sale thereof, (5) the legality, validity or enforceability of the Ordinance or the City Documents, or (6) the imposition and collection of rates, fees or charges to pay the principal of and interest on the Bonds; or (c) that could have a material adverse effect on the financial condition or operations of the City or its ability to make payments on the Bonds or to perform its agreements and obligations under the Ordinance or any of the City Documents.

12. Request to Authenticate and Deliver Bonds. The Paying Agent is hereby requested and authorized pursuant to the Ordinance, to authenticate the Bonds in the maximum principal amount of \$27,240,000 in authorized denominations under the Ordinance and registered in such names as shall be specified by DNR, and to deliver the Bonds to DNR upon payment for the account of the City of the initial Purchase Price Installment for the Bonds.

13. Receipt for Purchase Price; Initial Deposits.

(a) The City received on the date hereof from DNR the initial Purchase Price Installment of the Bonds in the amount of \$1,752,660.00.

(b) The Paying Agent is authorized and directed to deposit and apply such sum into the Funds established under the Escrow Agreement as follows:

(i) \$219,440.00 into the Administrative Expense Fund (for application as set forth in the attached Schedule 1); and

(ii) \$1,533,220.00, the balance of the initial Purchase Price Installment, into the Construction Fund.

(c) The City has elected to redeem the Refunded Bonds on May 28, 2020, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon to the date of redemption. The City will cause the redemption of the Refunded Bonds in accordance with the Supplemental Instruction Letter attached hereto as Exhibit A.

14. Refunding Portion of the Bonds. For purposes of the Refunding Law, the Refunding Portion of the Bonds is \$1,533,220.00 (the principal amount of the Refunded Bonds to be refunded with the proceeds of the Bonds (\$1,520,000.00), plus accrued interest to the redemption date (\$13,220.00)).

15. Project Portion of the Bonds. The Project Portion of the Bonds is an amount not to exceed \$25,706,780.00.

16. Parity Bonds. The Bonds are issued on a parity with the Outstanding Parity Bonds.

17. M.A.P. Filing Authorization. The City hereby authorizes Gilmore & Bell, P.C., to file the information required by Section 37.850 of the Revised Statutes of Missouri, as amended, on the Missouri Accountability Portal website maintained by the State of Missouri Office of Administration.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City has caused this Certificate to be signed by its duly authorized officers or signatories as of the day and year first above written.

Signature

Official Title

Mayor

(SEAL)

City Clerk

SCHEDULE 1 TO CITY'S CLOSING CERTIFICATE

APPLICATION OF ADMINISTRATIVE EXPENSE FUND CLOSING DEPOSIT

<u>Description</u>	<u>Payee</u>	<u>Amount</u>
Master Trust Bonds Expense	DNR (per Escrow Agreement)	\$163,440.00
Local Bond Counsel Fee and Exp.	Bryan Cave Leighton Paisner LLP	22,500.00
Local Financial Advisor Fee	Piper Sandler & Co.	25,000.00
DNR Program Counsel Fee and Exp.	Gilmore & Bell, P.C.	7,500.00
Paying Agent Acceptance Fee	UMB Bank, N.A.	<u>1,000.00</u>
Total		<u>\$219,440.00</u>

EXHIBIT A TO CITY'S CLOSING CERTIFICATE

SUPPLEMENTAL INSTRUCTION LETTER

CITY OF ROLLA, MISSOURI
SEWERAGE SYSTEM REFUNDING AND IMPROVEMENT REVENUE BONDS
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2020

On May 28, 2020, UMB Bank, N.A., as paying agent and escrow agent (the “Paying Agent”), under the Escrow Trust Agreement dated as of May 1, 2020 (the “Escrow Agreement”), between the Paying Agent and the City of Rolla, Missouri (the “City”), shall transfer in immediately available funds from amounts on deposit in the Construction Fund the sum of **\$1,533,220.00** to Town & Country Bank, the owner of the Refunded Bonds, as follows:

[**WIRE INSTRUCTIONS HAVE BEEN REQUESTED**]

* * *

EXHIBIT B TO CITY'S CLOSING CERTIFICATE

SOURCES AND USES

CITY OF ROLLA, MISSOURI
SEWERAGE SYSTEM REFUNDING AND IMPROVEMENT REVENUE BONDS
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2020

The following is a summary of the anticipated sources and uses of funds in connection with the issuance of the Bonds:

Sources of Funds:

Proceeds of the Bonds (not to exceed amount).....	\$27,240,000.00
Other Available Moneys	<u>500,000.00</u>
Total sources of funds.....	<u>\$27,740,000.00</u>

Uses of Funds:

Deposit to the Administrative Expense Fund.....	\$ 219,440.00
Redemption of Refunded Bonds - Principal	1,520,000.00
Redemption of Refunded Bond - Accrued Interest through May 28, 2020.....	13,220.00
Other Eligible Project Costs.....	<u>25,987,340.00</u>
Total uses of funds.....	<u>\$27,740,000.00</u>

* * *

**WAIVER OF NOTICE OF REDEMPTION AND CERTIFICATE OF RECEIPT OF
REDEMPTION PRICE FOR THE REFUNDED BONDS**

May 28, 2020

Mayor and City Council
City of Rolla, Missouri

Re: City of Rolla, Missouri – Sewerage System Revenue Bonds, Series 2019

Ladies and Gentlemen:

The undersigned is the sole registered owner of the Sewerage System Revenue Bonds, Series 2019, dated May 13, 2019, in the original principal amount of \$1,520,000 (the "Refunded Bonds"), issued by the City of Rolla, Missouri (the "City") pursuant to Ordinance No. 4486 passed by the City Council on May 6, 2019 (the "Refunded Bond Ordinance").

The undersigned hereby waives notice of redemption of the Refunded Bonds and certifies that as of this date has received funds sufficient to pay when due on May 28, 2020 (the redemption date of the Refunded Bonds), all remaining unpaid principal of the Refunded Bond together with interest thereon as follows:

Principal Amount of Refunded Bond:	\$1,520,000.00
Interest on Refunded Bonds to May 28, 2020:	<u>13,220.00</u>
TOTAL	<u>\$1,533,220.00</u>

The undersigned further certifies that the above listed funds will be used solely for the purposes hereinabove described and that the Refunded Bonds are hereby paid, cancelled and retired and are no longer an obligation of the City.

TOWN & COUNTRY BANK

By _____
Title: Authorized Representative

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May 28, 2020

Mayor and City Council
City of Rolla, Missouri

Missouri Department of Natural Resources
Jefferson City, Missouri

Re: Sewerage System Refunding and Improvement Revenue Bonds (State of Missouri – Direct Loan Program) Series 2020 of the City of Rolla, Missouri

Ladies and Gentlemen:

We have acted as bond counsel to the City of Rolla, Missouri (the “City”), in connection with the issuance of the above-captioned bonds in the maximum principal amount of \$27,240,000 (the “Bonds”). In this capacity, we have examined the law and the certified proceedings, certifications and other documents that we deem necessary to render this opinion.

The Bonds are issued pursuant to an Ordinance adopted by the governing body of the City (the “Ordinance”). Capitalized terms used and not otherwise defined in this opinion have the meanings assigned to those terms in the Ordinance.

Regarding questions of fact material to our opinion, we have relied on the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify them by independent investigation.

Based on and subject to the foregoing, we are of the opinion, under existing law, as follows:

1. The City is validly existing as a political subdivision of the State of Missouri (the “State”) with the power to adopt the Ordinance, perform the agreements on its part contained therein, and issue the Bonds.
2. The Bonds have been duly authorized, executed and delivered by the City and are valid and legally binding special obligations of the City.
3. The Bonds are payable solely from the Net Revenues of the System. The Bonds do not constitute general obligations of the City and do not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision, limitation or restriction. The taxing power of the City is not pledged to the payment of the Bonds.
4. The Ordinance has been duly adopted by the governing body of the City and constitutes a valid and legally binding obligation of the City enforceable against the City. The Ordinance creates a valid lien on the Net Revenues pledged by the Ordinance for the security of the Bonds on a parity with other

VII. C.95

bonds, if any, issued or to be issued as Parity Bonds under the Ordinance. The Bonds are issued on parity with the Outstanding Parity Bonds.

5. The Purchase Agreement and the Escrow Agreement have been duly authorized, executed and delivered by the City and are valid and legally binding agreements of the City, enforceable against the City in accordance with their respective terms.

We express no opinion regarding the accuracy, completeness or sufficiency of any offering material relating to the Bonds. Further, we express no opinion regarding the perfection or priority of the lien on the Net Revenues pledged under the Ordinance or tax consequences arising with respect to the Bonds other than as expressly set forth in this opinion.

The rights of the owners of the Bonds and the enforceability of the Bonds, the Ordinance, the Purchase Agreement and the Escrow Agreement may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

Very truly yours,

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RECEIPT FOR BONDS AND CLOSING CERTIFICATE

**City of Rolla, Missouri
Sewerage System Refunding and Improvement Revenue Bonds
(State of Missouri – Direct Loan Program)
Series 2020**

I, the undersigned, hereby certify that I am a duly appointed and authorized officer of the Missouri Department of Natural Resources (“DNR”), and as such I am familiar with the books and records of DNR. In connection with the purchase by DNR of the above-referenced bonds (the “Bonds”) of the City of Rolla, Missouri (the “City”) pursuant to the Purchase Agreement (the “Purchase Agreement”) between the City and DNR, I hereby further certify, as of the Closing Date (as defined in the Purchase Agreement), as follows:

1. Receipt for Bonds. DNR has received the Bonds, consisting of one fully-registered Bond numbered R-1 in the maximum principal amount set forth on the Bond. The Bonds have been signed by the duly authorized officers of the City, with the City’s official seal affixed or imprinted thereon, and have been authenticated by the manual signature of an authorized officer or signatory of UMB Bank, N.A., as Paying Agent.

2. Execution of Purchase Agreement. The Purchase Agreement has been duly executed and delivered in the name and on behalf of DNR by the undersigned. The Purchase Agreement has not been amended, modified or rescinded and remain in full force and effect as of the date hereof.

3. Satisfaction of Purchase Agreement Requirements. DNR has timely received in satisfactory form and manner all proceedings, certificates, opinions, letters and other documents required to be submitted to DNR pursuant to the Purchase Agreement prior to or on the date of the delivery of the Bonds (except to the extent DNR has waived or consented to modification of certain provisions thereof), and the City has in all respects complied with and satisfied all of its obligations to DNR that are required under the Purchase Agreement to be complied with and satisfied on or before the date hereof.

**MISSOURI DEPARTMENT
OF NATURAL RESOURCES**

By: _____
Title: Authorized Officer

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PAYING AGENT'S CLOSING CERTIFICATE

**Not to Exceed \$27,240,000
City of Rolla, Missouri
Sewerage System Refunding and Improvement Revenue Bonds
(State of Missouri – Direct Loan Program)
Series 2020**

The undersigned, UMB Bank, N.A. (the "Paying Agent"), as escrow agent and paying agent under the Escrow Trust Agreement (the "Escrow Agreement"), entered into between the Paying Agent and the City of Rolla, Missouri (the "City"), in connection with the issuance of the above-referenced bonds (the "Bonds") pursuant to the ordinance authorizing the Bonds adopted by the governing body of the City (the "Ordinance"), does hereby certify as of the Closing Date (as defined in the Purchase Agreement between the City and the Missouri Department of Natural Resources) as follows:

1. Power and Authority of Paying Agent. The Paying Agent is a national banking association with trust powers, duly organized, validly existing and in good standing under the laws of the United States of America. The Paying Agent is authorized and empowered to execute and deliver the Escrow Agreement and has full power and authority to act as escrow agent and paying agent as provided in the Escrow Agreement. The Paying Agent accepts the appointment as the escrow agent and paying agent by the City and hereby accepts the duties and obligations imposed upon it by the Ordinance and the Escrow Agreement.

2. Authentication of Bonds. Pursuant to and in accordance with the provisions of the Ordinance, prior to the delivery of the Bonds, the Certificate of Authentication on the Bonds so delivered was signed on behalf of the Paying Agent by a duly elected or appointed, qualified and acting officer or signatory of the Paying Agent, duly authorized to perform the acts referred to in this paragraph.

3. Execution of Escrow Agreement. The Escrow Agreement has been duly executed on behalf of the Paying Agent by its duly authorized officer, and said person was at the time of the execution of the Escrow Agreement, and is now, the duly elected or appointed, qualified and acting incumbent of his or her respective office, and duly authorized to perform the acts referred to in this paragraph.

4. Receipt of Documents. The Paying Agent hereby acknowledges receipt of the documents referred to in Section 3.1 of the Purchase Agreement that are required thereby to be filed with the Paying Agent prior to or simultaneously with the delivery of the Bonds to the purchaser thereof.

UMB BANK, N.A., as Paying Agent

By: _____
Title: Vice President

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EXCERPT OF MINUTES OF MEETING

The City Council of the City of Rolla, Missouri, met on May 18, 2020, at 6:30 p.m., at City Hall, 901 North Elm Street, in Rolla, Missouri, and the following officials were present or absent as indicated:

<u>Name</u>	<u>Title</u>	<u>Present/Absent</u>
Louis J. Magdits, IV	Mayor	_____
Marie Allen	Councilmember	_____
Matthew Crowell	Councilmember	_____
Jody Eberly	Councilmember	_____
Tiffany Henry	Councilmember	_____
Monty Jordan Daniel Jones	Councilmember	_____
John K. Meusch	Councilmember	_____
Ann Murphey	Councilmember	_____
Jacob Rohter	Councilmember	_____
Christine Ruder	Councilmember	_____
Rachel Schneider	Councilmember	_____
David Schott	Councilmember	_____
Jim Williams Corrolyn Belin	Councilmember	_____
John Butz	City Administrator	_____
Carol Daniels	City Clerk	_____

The Mayor declared that a quorum was present and called the meeting to order.

* * * *

(Other Proceedings)

The matter of authorizing the issuance and delivery of Sewerage System Refunding and Improvement Revenue Bonds (State of Missouri – Direct Loan Program) Series 2020, of the City came on for consideration and was discussed.

Thereupon, the Mayor introduced an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$27,240,000 PRINCIPAL AMOUNT OF SEWERAGE SYSTEM REFUNDING AND

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IMPROVEMENT REVENUE BONDS (STATE OF MISSOURI – DIRECT LOAN PROGRAM) SERIES 2020 OF THE CITY OF ROLLA, MISSOURI, FOR THE PURPOSE OF EXTENDING AND IMPROVING THE CITY’S SEWERAGE SYSTEM; PRESCRIBING THE FORM AND DETAILS OF THE BONDS AND THE AGREEMENTS MADE BY THE CITY TO FACILITATE AND PROTECT THEIR PAYMENT; AND PRESCRIBING OTHER RELATED MATTERS.

The City Clerk reported that copies of the proposed ordinance had been made available for public inspection prior to the time the ordinance was introduced and under consideration by the City Council.

On motion duly made and seconded, the ordinance was placed on its first reading and was read by title, considered and discussed, and, thereupon, was duly passed.

On motion duly made and seconded, the ordinance was placed on its second reading and final passage and was read by title, considered and discussed. Thereupon, the question was put to a roll call vote, the vote thereon was as follows:

Aye: _____.

Nay: _____.

Abstention: _____.

Thereupon, the Mayor declared the ordinance duly passed and the ordinance was then duly numbered Ordinance No. _____, and was signed and approved by the Mayor and attested by the City Clerk.

* * * * *

(Other Proceedings)

* * * * *

[Remainder of Page Intentionally Left Blank]

There being no further business to come before the meeting at this time, upon motion duly made, seconded and carried, the meeting was adjourned.

(Seal)

City Clerk