

**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\\_](https://www.youtube.com/channel/UCffrfbYSQqtuhOAVkCCyieA_)

**COUNCIL PRAYER**  
Ministerial Alliance

**AGENDA OF THE ROLLA CITY COUNCIL**  
**Monday, November 2, 2020; 6:30 P.M.**  
**City Hall Council Chambers**  
**901 North Elm Street**

**PRESIDING: MAYOR LOUIS J. MAGDITS, IV**

**COUNCIL ROLL: RACHEL SCHNEIDER, TERRY HIGGINS, MATTHEW CROWELL, ANN MURPHEY, LISTER B. FLORENCE, JR., DAVID SCHOTT, JODY EBERLY, JOHN MEUSCH, CAROLYN BOLIN, MARIE ALLEN, CHRISTINE RUDER, AND DEANNE LYONS**

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**PLEDGE OF ALLEGIANCE**  
Councilman David Schott

**I. CONSENT AGENDA**

- A) Consider Approval of the City Council Minutes of:
  - 1) City Council Meeting, October 5, 2020
  - 2) City Council Closed Session Meeting, October 5, 2020
  - 3) City Council Meeting, October 19, 2020
  - 4) City Council Closed Session Meeting – October 19, 2020

**II. PUBLIC HEARINGS**

**III. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS**

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

- A) Environmental Services Department Monthly Report – September 2020
- B) Parks Financial Analysis –September 2020
- C) The Centre Financial Analysis – September 2020
- D) Municipal Court Monthly Report – September 2020
- E) Police Department Monthly Report – September 2020
- F) Animal Control Division Monthly Report – September 2020
- G) Building Codes Monthly Report – September 2020
- H) Rolla Municipal Utilities Monthly Report – August & September 2020
- I) Rolla Board of Public Works Meeting Minutes – Aug. 25, Sept. 22 & Oct. 20, 2020
- J) Park Advisory Commission Meeting Minutes – September 23, 2020
- K) City of Rolla Cash Analysis Report – July 31, 2020

V. **OLD BUSINESS**

- A) **Ordinance** Authorizing the Mayor to Enter into a Sewer Treatment Intermunicipal Agreement with the City of Doolittle – (City Engineer Darin Pryor) – **Final Reading**
- B) **Ordinance** Authorizing the Mayor to Execute a Contract with Archer-Elgin for Design & Construction of Public Works Facility - Street and Traffic –  
(City Engineer Darin Pryor) – **Final Reading**
- C) **Ordinance** Authorizing the Mayor to Execute a Contract with The Lochmueller Group for the Design and Cost Estimates for 18<sup>th</sup>/Old St. James/Bardsley/Burlington Railroad –  
(City Engineer Darin Pryor) – **Final Reading**

VI. **NEW BUSINESS**

- A) **Ordinance** Approving a Cooperative Agreement with the Phelps County Collector –  
(City Administrator John Butz) – **First Reading**
- B) **Resolution** Approving the Tree Resource Improvements & Maintenance (TRIM) Grant Award –  
(Parks Director Floyd Jernigan) - **Motion**

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

- A) **Motion** Awarding Tree Inventory Project to Davey Resource Group; and, a **Resolution** Authorizing the Mayor to Enter into a Contract/Agreement for Same -  
(Parks Director Floyd Jernigan) – **Motion/Resolution**
- B) **Motion** Awarding Bid for Police Station HVAC Replacement; and, an **Ordinance** Authorizing the Mayor to Enter into a Contract with Same – (Captain Doug James) - **First Reading**

VIII. **CITIZEN COMMUNICATION**

- A) Open Citizen Communication
  - 1) Rolla Senior Apartments Residents
  - 2) Ms. Alex Kickbusch – COVID-19

IX. **MAYOR/CITY COUNCIL COMMENTS**

- A) **Motion** Reappointing Mr. Ben Tipton, Chief Lending Officer at Phelps County Bank, to the Rolla Regional Economic Commission (December 2023) – **Motion**

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**

**ROLLA CITY COUNCIL MEETING MINUTES  
MONDAY, OCTOBER 5, 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:** Terry Higgins, David Schott, and Christine Ruder

**Council Members in Physical Attendance:** Rachel Schneider, Matthew Crowell, Ann Murphey, Lister B. Florence, Jr., Jody Eberly, John Meusch, Carolyn Bolin, Marie Allen, and Deanne Lyons

**Council Members Absent:** None.

**Department Directors in Attendance via Zoom Videoconferencing:** Parks Director Floyd Jernigan, Finance Director Steffanie Rogers, and Community Development Director Steve Flowers

**Department Directors in Physical Attendance:** Public Works Director Steve Hargis, Environmental Services Director Brady Wilson, Recreation Center Director Marci Fairbanks, Fire Chief Ron Smith, and Police Chief Sean Fagan

**Other City Officials in Attendance via Zoom Videoconferencing:** City Planner Tom Coots

**Other City Officials in Physical Attendance:** City Engineer Darin Pryor, 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 6:30 p.m. and asked Councilwoman Ann Murphey to lead in the Pledge of Allegiance.

**I. CONSENT AGENDA**

**A motion was made by Murphey and seconded by Schneider to approve the consent agenda as submitted. A voice vote on the motion showed eleven ayes, zero nays, zero absent and one unavailable to vote. Motion carried.**

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**I. CONSENT AGENDA (continued)**

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

- 1) City Council Meeting, September 8, 2020
- 2) City Council Closed Session Meeting, September 8, 2020
- 3) City Council Meeting, September 21, 2020

**II. PUBLIC HEARINGS**

None.

**III. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS**

None.

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

Mayor Magdits referred the Council to the (A) the August 2020, Environmental Services Department Monthly Report; (B) the August 2020, Parks Financial Analysis; (C) the August 2020, Centre Financial Analysis; (D) the August 2020, Municipal Court Monthly Report; (E) the August 2020, Police Department Monthly Report; (F) the August 2020, Animal Control Division Monthly Report; (G) the August 2020 Building Codes Monthly Report; (H) the September 15, 2020, Planning and Zoning Commission Meeting Minutes; (I) the August 26, 2020, Park Advisory Commission Meeting Minutes; and, (J) the Bicycle Pedestrian Advisory Committee 2019 Annual Report.

**V. OLD BUSINESS**

**(A) Ordinance Rezoning a Portion of 124 W. Lions Club Drive from M-2 (Heavy Manufacturing District) & R-R (Rural Residential District) to C-3 (Highway Commercial District):** City Planner Tom Coats recalled the proposed request is to rezone a portion of 124 W. Lions Club Drive from the M-2 (Heavy Manufacturing

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**V. OLD BUSINESS (continued)**

**(A) Ordinance Rezoning a Portion of 124 W. Lions Club Drive from M-2 (Heavy Manufacturing District) & R-R (Rural Residential District) to C-3 (Highway Commercial District) (continued):** District) and the R-R (Rural Residential District) to the C-3 (Highway Commercial District). He recalled the applicant is proposing a landscaping type business and the C-3 (Highway Commercial District) would allow for that business. Mr. Coots reported the Planning and Zoning Commission recommended the M-2 (Heavy Manufacturing District) portion of the property also be rezoned to C-3 (Highway Commercial District)

City Counselor Lance Thurman read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4577: AN ORDINANCE TO APPROVE THE REZONING OF A PORTION OF 124 W. LIONS CLUB DRIVE FROM THE M-2, HEAVY MANUFACTURING AND R-R, RURAL RESIDENTIAL DISTRICTS TO THE C-3, HIGHWAY COMMERCIAL DISTRICT (ZON20-03). A motion was made by Allen 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, Lyons, Crowell, Florence, Eberly, and Bolin. Nays; None. Absent; None. Unavailable to vote; Higgins. Motion carried. The ordinance passed.

**(B) Ordinance Amending Section 27-118 of the Code Relating to Two-Hour Parking:** City Engineer Darin Pryor indicated the Parking Enforcement Officer pointed out to staff that there were four locations in town that were posted as two-hour parking, but were not outlined in City Code. Mr. Pryor said the proposed ordinance would bring the City's Code in compliance with what is currently in the field.

City Counselor Lance Thurman read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4578: AN ORDINANCE AMENDING SECTION 27-118 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, RELATING TO PARKING. A motion was made by Meusch and seconded by Bolin to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Florence, Crowell, Murphey, Schott, Schneider, Ruder, Allen, Eberly, Lyons, Bolin, and Meusch. Nays; None. Absent; None. Unavailable to vote; Higgins. Motion carried. The ordinance passed.

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**V. OLD BUSINESS (continued)**

**(C) Ordinance Amending Section 27-93 of the Code Relating to Parking:** City Engineer Darin Pryor said staff is recommending the removal of the “No Parking” zone during school days since the Lutheran Church no longer has a school at this location. Additionally, he said staff is proposing the elimination of the “No Parking” on Maple Street between Tenth and Eleventh Streets.

City Counselor Lance Thurman read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4579: AN ORDINANCE AMENDING SECTION 27-93 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, AND ENACTING A NEW SECTION 27-93 IN LIEU THEREOF RELATING TO PARKING. A motion was made by Meusch and seconded by Bolin to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Bolin, Ruder, Schneider, Allen, Murphey, Lyons, Crowell, Meusch, Florence, Eberly, and Schott. Nays; None. Absent; None. Unavailable to vote: Higgins. Motion carried. The ordinance passed.

**(D) Ordinance Amending Section 27-89 of the Code Relating to Stop Intersections:** City Engineer Darin Pryor said staff is proposing to add a stop intersection at Old English Road at Whitehall Road, as well as Whitehall Road at Fox Creek Road.

City Counselor Lance Thurman read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4580: AN ORDINANCE AMENDING SECTION 27-89 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI, KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, PERTAINING TO STOP INTERSECTIONS. A motion was made by Murphey and seconded by Bolin to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Allen, Lyons, Murphey, Bolin, Schneider, Ruder, Meusch, Florence, Eberly, Crowell, and Schott. Nays; None. Absent; None. Unavailable to vote: Higgins. Motion carried. The ordinance passed.

**(E) Ordinance Authorizing the Mayor to Enter into an Agreement with Pierce Asphalt, LLC, for Project #506 – FY 2020 Phase III Asphalt Improvements:** City Engineer Darin Pryor recalled that during its last meeting, the Council awarded the bid for the FY 2020 Phase III Asphalt Improvements to Pierce Asphalt, LLC, for \$57,285.45. He explained this project would overlay Rolla Street from the railroad tracks to First Street, and the Larry May Park parking lot.

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**V. OLD BUSINESS (continued)**

**(E) Ordinance Authorizing the Mayor to Enter into an Agreement with Pierce Asphalt, LLC, for Project #506 – FY 2020 Phase III Asphalt Improvements (continued):** City Counselor Lance Thurman read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4581: 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 PIERCE ASPHALT, LLC, FOR FY 2020 PHASE III ASPHALT IMPROVEMENTS, PROJECT #506. A motion was made by Meusch and seconded by Bolin to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Crowell, Schott, Ruder, Schneider, Higgins, Murphey, Lyons, Bolin, Meusch, Florence, Eberly, and Allen. Nays; None. Absent; None. Motion carried.

**VI. NEW BUSINESS**

**(A) Resolution Authorizing the Mayor to Execute a Contract with the Rolla Public School System for School Resource Officers and School Crossing Guards:** Police Chief Sean Fagan explained the subject contract is for three School Resource Officers (SRO) and five school crossing guards. The Rolla Public School system will pay 75% of the school resource officers' salaries and 50% of the salaries of the school crossing guards. Additionally, Chief Fagan noted the school system would donate \$6,000 a year toward the City's Volunteers in Police Service (VIPS) program.

A motion was made by Crowell and seconded by Schneider to amend the proposed contract to reflect "three" school resource officers instead of "two". A voice vote on the motion showed twelve ayes, zero nays, and zero absent. Motion carried.

City Counselor Lance Thurman read the following proposed resolution for one reading, by title. RESOLUTION NO. 1974:: A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CONTRACT WITH THE ROLLA PUBLIC SCHOOL SYSTEM FOR THE COOPERATIVE PLACEMENT OF THREE SCHOOL RESOURCE OFFICERS AND FIVE SCHOOL CROSSING GUARDS WITHIN THE

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**VI. NEW BUSINESS (continued)**

**(A) Resolution Authorizing the Mayor to Execute a Contract with the Rolla Public School System for School Resource Officers and School Crossing Guards (continued):** SCHOOL SYSTEM, AND SUPPORT OF THE VIPS PROGRAM, as amended. 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; Eberly, Allen, Murphey, Bolin, Schneider, Ruder, Meusch, Higgins, Crowell, Schott, and Florence. Nays; Lyons. Absent; None. Motion carried. The resolution passed.

**(B) Ordinance Amending Chapter 35 of the Code Relating to Sewer User Rates:** Public Works Director Steve Hargis explained the proposed ordinance would increase the basic sewer service rate from \$5.25/1,000 gallons to \$5.40/1,000 gallons. He said this would increase the average user base rate from \$21.37 to \$21.98 per month. Additionally, Mr. Hargis indicated that beginning in January the service availability fee would increase from \$9.00 per month to \$12.00 per month. Mr. Hargis said the total increase this budget year for the average user would then go from \$30.37 to \$33.98 per month. He added the proposed increases were included in the FY 2020-21 budget.

City Counselor Lance Thurman read the following proposed ordinance for its first reading, by title. ORDINANCE: AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 35 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI, KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, RELATING TO SEWERS AND WATER.

**(C) Motion Selecting Engineering Consultant for Street and Traffic Facility:** Public Works Director Steve Hargis reported that Request for Qualifications (RFQs) were recently obtained for the design of a 20,000 square foot building to house the City's Street and Traffic Departments as well as design a structure capable of storing 2,000 tons of ice and snow road salt. He told the Council that two firms responded to the RFQs and staff is recommending the selection of Archer-Elgin. Mr. Hargis informed the Council that Archer-Elgin provided professional services on the initial phase of the Solid Waste and Vehicle Maintenance building.

A motion was made by Bolin and seconded by Murphey to authorize staff to develop a contract with Archer-Elgin, Rolla, Missouri for the design of a new street and traffic public works facility. A roll call vote on the motion showed the following: Ayes; Schneider, Florence, Ruder, Bolin, Higgins, Murphey, Schott, Crowell, Meusch, Allen, Eberly, and Lyons. Nays; None. Absent; None. Motion carried.

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*I.A.G.*



**VI. NEW BUSINESS (continued)**

**(D) Motion Selecting Engineering Consultant for 18<sup>th</sup> St./Old St. James Rd., Bardsley/Burlington Northern Railroad:** Public Works Director Steve Hargis Public Works Director Steve Hargis reported that Request for Qualifications (RFQs) were recently obtained for the preliminary design and cost estimates for needed traffic control improvements at 18<sup>th</sup> Street/Old St. James Road, Bardsley/Burlington Northern Railroad. He noted there has been a dramatic increase in traffic at this location. The fact that the railroad would be involved is something City staff does not feel comfortable tackling. Mr. Hargis indicated the only firm responding to the City's request was Lochmueller Group of St. Louis, Missouri. He told the Council the City has worked with Lochmueller Group in the past and can recommend them for this project.

A motion was made by Bolin and seconded by Murphey to authorize staff to negotiate a contract with the Lochmueller Group for the preliminary design and cost estimates for needed traffic control improvements at the intersection of Eighteenth Street, Eighteenth Street and Walnut and possible impact to the Walnut and US Highway 63 Intersection. A roll call vote on the motion showed the following; Ayes; Schott, Meusch, Higgins, Bolin, Schneider, Ruder, Allen, Murphey, Lyons, Crowell, Eberly, and Florence. Nays; None. Absent; None. Motion carried.

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

**(A) Motion Awarding Bid for Kingshighway Lighting Materials:** City Engineer Darin Pryor indicated bids were received for the Kingshighway lighting materials. Staff recommends award to the low bidder, Harry Cooper Supply, Springfield, Missouri for \$68,366.75. A motion was made by Bolin and seconded by Eberly to award the bid for the Kingshighway lighting to the low bidder, Harry Cooper Supply Company, Springfield, Missouri, for \$68,366.75. A roll call vote on the motion showed the following: Ayes; Ruder, Murphey, Higgins, Schneider, Allen, Bolin, Lyons, Crowell, Meusch, Florence, Schott, and Eberly. Nays; None. Absent; None. Motion carried.

**(B) Motion Awarding Bid for Sanitary Sewer Line Rehabilitation; and, an Ordinance Authorizing the Mayor to Enter into a Contract with Same:** City Engineer Darin Pryor referred the Council to the subject contract with Insituform, Technologies, USA, LLC, for the rehabilitation of just under seventh tenths of a mile of sanitary sewer in various locations throughout the city. He noted this would be the tenth

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**VII. CLAIMS and/or FISCAL TRANSACTIONS (continued)**

**(B) Motion Awarding Bid for Sanitary Sewer Line Rehabilitation; and, an Ordinance Authorizing the Mayor to Enter into a Contract with Same (continued):** year the City participated in this cooperative purchasing arrangement with a bid received by the City of Independence. Mr. Pryor informed the Council that amount bid was \$188,128.50.

A motion was made by Schneider and seconded by Murphey to award the bid for the rehabilitation of sanitary sewer lines to Insituform Technologies, USA for \$188,128.50. A roll call vote on the motion showed the following: Ayes; Murphey, Lyons, Allen, Bolin, Schneider, Ruder, Meusch, Higgins, Eberly, Florence, Schott, and Crowell. 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 INSITUFORM TECHNOLOGIES USA, LLC.

**VIII. CITIZEN COMMUNICATION**

**(A) Open Citizen Communication:** Mayor Magdits opened the floor to anyone wishing to address the Council.

Mr. Matt Fridley, 914 E. Tenth Street, Rolla, Missouri, indicated he attended the meeting to address this body to bring to their attention the increase in the amount of crime that is occurring in the city of Rolla. He relayed that at approximately 1:10 a.m. Sunday morning he and his wife were subjected to an intruder on their property, which he noted was the second such incident during the last two years. Mr. Fridley said during the past two years they have added security cameras to their residence, have made it clear with different lighting that they were home, but they continue to see issues on our street. He stated he has a great relationship with the Rolla Police Department and trusts their work. He said he has been known to call the Rolla Police Department non-emergency lines when there are individuals across the street at the Presbyterian Church to protect their interest, tries to take care of his neighbors, and is concerned that he continues to see issues with individuals in that area and around the city. Mr. Fridley said as he and his

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*T. A. 8.*

**VIII. CITIZEN COMMUNICATION (continued)**

**(A) Open Citizen Communication (continued):** wife make their rounds throughout the city, they continue to find more and more issues that concern them. When walking around Ber Juan Park, he said he sees needles, individuals who will ask for money or walk by in such a way that you feel threatened. Mr. Fridley asked the Mayor that this body continue to support the Rolla Police Department. He said he hopes the Council realizes the importance of stepping up and protecting our community. Mr. Fridley told the Council he works with little children during the day, but when he goes home at night, he wants to make sure they are safe. When I see a City Council that is willing to question some of the necessary equipment that is available for police officers to keep them safe or vote “no” whenever we need a police officer in a certain area of the community, I get concerned and there are many more out there like me. Mr. Fridley concluded by again saying how much he appreciates the work the Rolla Police Department.

No one else present addressed the Council.

**IX. MAYOR/CITY COUNCIL COMMENTS**

**Updated Phelps County COVID Cases:** Mayor Magdits reported that as of today, the Phelps-Maries County Health Department reported the cumulative positive cases so far in the County stand at 605. The number of active cases are 124 with eight hospitalized. The number of people hospitalized and released are 17 and sadly, there have been 16 deaths.

**(A) Motion Reappointing Mr. Michael L. Singleton to the Rolla Housing Authority Board (October 2024):** A motion was made by Crowell and seconded by Meusch to reappoint Mr. Michael L. Singleton to the Rolla Housing Authority Board (October 2024). A roll call vote on the motion showed the following: Ayes; Bolin, Higgins, Ruder, Schott, Allen, Murphey, Crowell, Meusch, Florence, Eberly, and Schneider. Nays; Lyons. Absent; None. Motion carried.

**(B) Motion Reappointing Mr. Danny H. Maxey to the Board of Adjustment (June 2025) (First Term):** A motion was made by Meusch and seconded by Bolin to reappoint Mr. Danny H. Maxey to the Board of Adjustment (June 2024) (First Term). A roll call vote on the motion showed the following: Ayes; Lyons, Allen, Murphey, Bolin, Schneider, Florence, Meusch, Higgins, Eberly, Crowell, Schott, and Ruder. Nays; None. Absent; None. Motion carried.

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I.A.9.

**IX. MAYOR/CITY COUNCIL COMMENTS (continued)**

**(C) COVID Concerns:** Councilman Schott noted the City Council received a fair number of e-mails this week expressing concern for COVID and the interest in seeing folks protect each other by having a mask ordinance in place. He said the science shows that wearing a mask helps others. Mr. Schott stated he wanted to let the folks know we are getting a lot of input and people are very concerned and there are many people worried because there are so many people in our community that are not being concerned about their fellow citizens when they are out in public. He also recognized Missouri S&T for doing such a good job in keeping the COVID transmissions down.

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

**(A) Fire Prevention Week:** Mayor Magdits noted that next week is Fire Prevention Week and he asked Fire Chief Ron Smith if he would address the Council.

Chief Smith emphasized that the Rolla Fire Department encourages residents to have smoke detectors in their home. He said smoke detectors are the most inexpensive and easiest method to protect your life. Chief Smith said the smoke detectors should primarily be placed in the hallways and bedrooms.

Chief Smith also encouraged residents to purchase a carbon monoxide detector. He said carbon monoxide is a poisonous gas that is odorless, colorless, and tasteless.

**XI. CLOSED SESSION**

A motion was made by Bolin and seconded by Schneider to adjourn into Closed Session pursuant to RSMO. 610.021 to discuss contract negotiations and personnel. A roll call vote on the motion showed the following: Ayes; Meusch, Schott, Ruder, Schneider, Allen, Murphey, Lyons, Crowell, Florence, Higgins, Eberly, and Bolin. Nays; None. Absent; None. Motion carried.

The Council adjourned into Closed Session at approximately 7:39 p.m.

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**XII. CLOSED SESSION ACTION**

The Council reconvened into open session at approximately 9:06 p.m.

Mayor Magdits reported that during closed session the Council discussed a matter of contract negotiations and a personnel matter. No final action was taken on either matter.

**XIII. ADJOURNMENT**

Having no further business, the meeting adjourned at approximately 9:07 p.m.

Minutes respectfully submitted by City Clerk Carol Daniels.

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CITY CLERK

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MAYOR

**OCTOBER 5, 2020**

*I.A.11.*

**ROLLA CITY COUNCIL MEETING MINUTES  
MONDAY, OCTOBER 19, 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:** Christine Ruder

**Council Members in Physical Attendance:** Rachel Schneider, Terry Higgins, Matthew Crowell, Ann Murphey, Lister B. Florence, Jr., David Schott, Jody Eberly, John Meusch, Carolyn Bolin, Marie Allen, and Deanne Lyons

**Council Members Absent:** None.

**Department Directors in Attendance via Zoom Videoconferencing:** Recreation Center Director Marci Fairbanks and Community Development Director Steve Flowers

**Department Directors in Physical Attendance:** Public Works Director Steve Hargis, Environmental Services Director Brady Wilson, and Police Chief Sean Fagan

**Other City Officials in Attendance via Zoom Videoconferencing:** City Planner Tom Coots

**Other City Officials in Physical Attendance:** City Engineer Darin Pryor, Assistant Fire Chief Jeff Breen, 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 6:30 p.m. and asked Councilman Lister Florence, Jr. to lead in the Pledge of Allegiance.

**I. PUBLIC HEARINGS**

None.

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*I.A.12.*

**II. SPECIAL PRESENTATIONS**

**(A) University of Missouri Extension – Ms. Rachel Buenemann:** Ms. Rachel Buenemann, Phelps County engagement specialist for the local extension center addressed the Council. She indicated the Center is located in the lower level of the Phelps County Courthouse. Ms. Buenemann then highlighted the services of the extension center.

**III. OLD BUSINESS**

**(A) Ordinance Amending Chapter 35 of the Code Relating to Sewer User Rates:** Public Works Director Steve Hargis said the proposed ordinance would increase the basic user rate for metered users from \$5.20/1,000 to \$5.40/1,000 gallons. Additionally, the service availability fee would increase from \$9.00 to \$12.00 per month, beginning in January. Mr. Hargis indicated the average homeowner's bill would go from \$30.37 to \$33.98 per month. He added the proposed increase was factored in the FY 2021 budget.

City Counselor Lance Thurman read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4582: AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 35 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI, KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, RELATING TO SEWERS AND WATER. A motion was made by Schott and seconded by Bolin to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Higgins, Bolin, Ruder, Schneider, Allen, Murphey, Lyons, Crowell, Meusch, Florence, Eberly, and Schott. Nays; None. Absent; None. Motion carried. The ordinance passed.

**(B) Ordinance Authorizing the Mayor to Enter into a Contract with Insituform Technologies, USA for the Rehabilitation of Sanitary Sewer Lines:** City Engineer Darin Pryor referred the Council to the subject contract with Insituform Technologies, USA for the rehabilitation of just under seven tenths of a mile of sanitary sewers in various areas throughout the city. The contract amount is \$188,128.50. Mr. Pryor referred the Council to the maps, included in the agenda materials, showing the affected locations.

**III. OLD BUSINESS (continued)**

**(B) Ordinance Authorizing the Mayor to Enter into a Contract with Insituform Technologies, USA for the Rehabilitation of Sanitary Sewer Lines:** City Counselor Lance Thurman read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4583: 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 INSITUFORM TECHNOLOGIES USA, LLC. A motion was made by Schott and seconded by Eberly to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Allen, Lyons, Murphey, Bolin, Schneider, Ruder, Meusch, Florence, Eberly, Crowell, Schott, and Higgins. Nays; None. Absent; None. Motion carried. The ordinance passed.

**(C) Ordinance Approving Cooperative Agreement on University Drive Realignment:** City Administrator John Butz explained the proposed cooperative agreement lays out the key elements of the University Drive realignment project, including funding, landscaping design and maintenance, right-of-way property transfers, and a future pedestrian underpass at 14<sup>th</sup> Street. He said the cost of this project is \$7.75 million with 52% paid from the Transportation Development District (TDD) funds and 42% paid by Missouri S&T.

City Counselor Lance Thurman read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4584: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, BY AND AMONG THE MOVE ROLLA TRANSPORTATION DEVELOPMENT DISTRICT, ROLLA MUNICIPAL UTILITIES, AND THE CURATORS OF THE UNIVERSITY OF MISSOURI, A TRANSPORTATION PROJECT COOPERATION AGREEMENT UNIVERSITY DRIVE REALIGNMENT PROJECT. 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; Crowell, Schott, Ruder, Schneider, Higgins, Murphey, Lyons, Bolin, Meusch, Florence, Eberly, and Allen. Nays; None. Absent; None. Motion carried.



**IV. NEW BUSINESS**

**(A) Resolution Authorizing the Execution of the Sustainable Ozarks Partnership (SOP) Agreement (continued):** City Administrator John Butz said staff is proposing another three-year extension to the City's relationship with the Sustainable Ozarks Partnership (SOP), which is a branch of the Fort Leonard Wood Institute. The subject Memorandum of Understanding (MOU) would extend the partnership for another three years with support from the Rolla Regional Economic Commission (RREC) and Phelps for the Fort (PFTF). Mr. Butz pointed out this is a budgeted item.

City Counselor Lance Thurman read the following proposed resolution for one reading, by title. RESOLUTION NO. 1975: A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND THE SUSTAINABLE OZARKS PARTNERSHIP (SOP). A motion was made by Schott and seconded by Bolin to approve the proposed resolution. A roll call vote on the motion showed the following: Eberly, Allen, Murphey, Bolin, Schneider, Ruder, Meusch, Higgins, Lyons, Crowell, Schott, and Florence. Nays; None. Absent; None. Motion carried. The resolution passed.

**(B) Resolution Authorizing the Mayor to Execute a Special Warranty Deed Transferring Lots 2B and 2C of Westside MarketPlace to Mr. Stephen Dunaway:** City Administrator John Butz asked the Council to consider approving the proposed resolution that would authorize the Mayor to execute the deed to transfer Tract 2B and Tract 2C of the Westside Market Place to Mr. Steve Dunaway. He indicated Mr. Dunaway requested the purchase to help square off his property along Sally Road, just south of Westside Drive and to buffer his home from future development. Mr. Butz reported the parties have agreed to a sale price of \$5,000 and the City would have a right-of-first refusal should the property be sold.

City Counselor Lance Thurman read the following proposed resolution for one reading, by title. RESOLUTION NO. 1976: A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A SPECIAL WARRANTY DEED TRANSFERRING TRACTS 2B AND 2C OF WESTSIDE MARKETPLACE TO STEPHEN DUNAWAY. A motion was made by Schott and seconded by Bolin to approve the proposed resolution. A roll call vote on the motion showed the following: Ayes; Schneider, Florence, Ruder, Bolin, Higgins, Murphey, Schott, Crowell, Meusch, Allen, Eberly, and Lyons. Nays; None. Absent; None. Motion carried. The resolution passed.

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I. A. 15.

**IV. NEW BUSINESS (continued)**

**(C) Motion Appointing “Employer Representative” for the Annual LAGERS Meeting:** City Administrator John Butz informed the Council the City has been a member of LAGERS (Local Government Employees Retirement System) for several years. By law, LAGERS holds an annual conference that requires both an employee and employer representative. Mr. Butz stated the City employees elect the employee representative and the employer representative to attend is normally selected from the City Council. If interested, Mr. Butz said the conference is scheduled for October 29 and 30, 2020, in Springfield, Missouri. If Council does not have an appointment, Mr. Butz said then typically, the Council would authorize him to make an appointment.

A motion was made by Schott and seconded by Murphey to appoint City Administrator John Butz as the employer representative or authorize him to appoint an alternate to attend the LAGERS annual conference. A roll call vote on the motion showed the following: Ayes; Schott, Meusch, Higgins, Bolin, Schneider, Ruder, Allen, Murphey, Lyons, Crowell, Eberly, and Florence. Nays; None. Absent; None. Motion carried.

**(D) Motion Approving the Tree Resource Improvements and Maintenance (TRIM) Grant Award:** Mayor Magdits said this item would be deferred to the next Council meeting. Legal counsel suggested it be approved by a formal resolution rather than a motion.

**(E) Ordinance Authorizing the Mayor to Enter into a Sewer Treatment Intermunicipal Agreement with the City of Doolittle:** Public Works Director Steve Hargis indicated staff is proposing a new agreement with the City of Doolittle whereby the City of Rolla would measure the actual flow coming from the city of Doolittle at the Martin Springs Drive Wastewater Treatment Plant and bill them accordingly. Based on measured flow over the past several months, it is estimated that an annual charge for sewer treatment to the City of Doolittle could be as low as \$41,000.

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 INTERMUNICIPAL AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND THE CITY OF DOOLITTLE, MISSOURI PERTAINING TO SEWER TREATMENT.

**IV. NEW BUSINESS (continued)**

**(F) Ordinance Authorizing the Mayor to Execute a Contract with Archer-Elgin for Design and Construction of Public Works Facility for Street and Traffic:** Public Works Director Steve Hargis asked the Council to consider authorizing the Mayor to execute a contract with Archer-Elgin for professional services for the design and contract administration of the street and traffic operation, discussed during the Council's last meeting.

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 CM ARCHER GROUP, P.C. FOR PROFESSIONAL SERVICES FOR THE NEW PUBLIC WORKS FACILITY, PROJECT 225.

**(G) Ordinance Authorizing the Mayor to Execute a Contract with The Lochmueller Group for the Design and Cost Estimates for 18<sup>th</sup>/Old St. James/Bardsley/Burlington Railroad:** Public Works Director Steve Hargis asked the Council to consider authorizing the Mayor to enter into a contract with The Lochmueller Group to provide professional services including the preliminary design and cost estimates needed for traffic control improvements at the 18<sup>th</sup>/Old St. James/Bardsley/Burlington Railroad intersection.

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 THE LOCHMUELLER GROUP FOR PROFESSIONAL SERVICES FOR INTERSECTION IMPROVEMENTS 18<sup>TH</sup>/OLD ST JAMES/BARDSLEY, PROJECT NUMBER 528.

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

**(A) Motion Awarding the Bid for Police SUVs:** Police Chief Sean Fagan asked the Council to consider awarding the bid for three new 2021 model year Dodge Durangos, all-wheel drive pursuit package SUVs to Behlmann Dodge, Troy, Missouri for \$36,998

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**V. CLAIMS and/or FISCAL TRANSACTIONS (continued)**

**(A) Motion Awarding the Bid for Police SUVs (continued):** each for a total of \$110,994. He pointed out the bid from Taylor Dodge, Rolla, Missouri did not meet the bid specifications. Some discussion followed pertaining to the local, low bidder. City Administrator John Butz said staff always recommends low bid, but Council has the right to consider location in making their determination.

A motion was made by Bolin and seconded by Crowell to award the bid to Behlmann Dodge and purchase three 2021 Dodge Durango Pursuit SUVs for a total of \$110,994. A roll call vote on the motion showed the following: Ayes; Ruder, Murphey, Higgins, Schneider, Bolin, Crowell, Meusch, and Eberly. Nays; Allen, Lyons, Florence, and Schott. Motion carried.

**(B) Motion Awarding Bid for Police SUV Equipment:** Police Chief Fagan asked the Council to consider awarding the bid for the equipment for the new police vehicles to the low bidder, Public Safety Upfitters for \$8,215.53 per vehicle for a total of \$24,646.59. A motion was made by Schott and seconded by Murphey to award the bid for the police SUV equipment to the low bidder Public Safety Upfitters for a total of \$24,646.59. A roll call vote on the motion showed the following: Ayes; Murphey, Lyons, Allen, Bolin, Schneider, Ruder, Meusch, Higgins, Eberly, Florence, Schott, and Crowell. Nays; None. Absent; None. Motion carried.

**VI. MAYOR/CITY COUNCIL COMMENTS**

None.

**VII. CITIZEN COMMUNICATION**

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

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*I.A. 18-*

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

**(A) Halloween 2020 – Keeping it Safe:** Mayor Magdits noted the suggestions for Halloween during COVID-19, included in the Council packets, would be placed on websites and other social media.

**IX. CLOSED SESSION**

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

The Council adjourned into Closed Session at approximately 7:30 p.m.

The Council reconvened into open session at approximately 8:21 p.m.

**X. MAYOR/CITY COUNCIL COMMENTS**

**(A) Resolution vs. Motion:** Councilperson Lyons asked for clarification regarding the difference between a resolution and a motion, as it relates to Tree Resource Improvements and Maintenance (TRIM) Grant award that was on the agenda.

City Administrator John Butz explained that some items require a more formal action, so either an ordinance or resolution is considered. Ordinances are considered more formal than a resolution. He said City Counselor Lance Thurman advised that the subject item be considered by resolution.

**(B) Council Comment:** Councilman Schott commented on the delay of City staff to hire a new city clerk and waiting until the last minute to address The Centre issue. Additionally, he mentioned his displeasure with City staff regarding the municipal court matter as it related to the possible loss of the City's violations bureau.

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I.A.19.

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**XI. ADJOURNMENT**

Having no further business, the meeting adjourned at approximately 8:25 p.m.

Minutes respectfully submitted by City Clerk Carol Daniels.

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CITY CLERK

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MAYOR

**OCTOBER 19, 2020**

*I.A. 20.*



# SEPTEMBER MATERIALS COLLECTED & SHIPPED FROM RECYCLING CENTER

(Based on Calendar Year)

Material	Sep 2020	Aug 2020	Sep 2019	Year-to-Date 2020	Year-to-Date 2019	Yearly Total 2019
Cardboard	125.0 ton	127.0 ton	167.5 ton	1,142.9 ton	1,194.2 ton	1,610.6 ton
Newspaper	38.0 ton	19.0 ton	74.0 ton	325.4 ton	295.1 ton	405.1 ton
High Grade Paper	0.0 ton	22.5 ton	19.5 ton	65.0 ton	185.1 ton	226.6 ton
Aluminum	0.0 ton	4.0 ton	2.6 ton	13.8 ton	10.1 ton	12.6 ton
Steel Cans/Scrap Metal	4.5 ton	7.0 ton	2.1 ton	46.5 ton	40.4 ton	53.8 ton
Plastic	10.5 ton	0.0 ton	21.0 ton	84.0 ton	85.5 ton	104.8 ton
Glass	18.0 ton	42.0 ton	0.0 ton	225.5 ton	154.9 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	3.6 ton	4.5 ton	3.5 ton	33.1 ton	37.8 ton	48.5 ton
Household HW	0.0 ton	0.0 ton	0.0 ton	0.0 ton	3.8 ton	5.4 ton
<b>TOTAL</b>	<b>199.6 ton</b>	<b>226.0 ton</b>	<b>290.1 ton</b>	<b>1,936.9 ton</b>	<b>2,006.8 ton</b>	<b>2,698.2 ton</b>

## SERVICES PROVIDED

Type of Service	Sep 2020	Aug 2020	Sep 2019	Year-to-Date 2020	Year-to-Date 2019	Yearly Total 2019
Special Pick-ups	92	73	63	698	540	687
Paper Shredding	8.5 hours	4.5 hours	3.0 hours	49.7 hours	49.0 hours	59.5 hours
Reported Trash Nuisances	41	5	31	123	255	304
Households Dropping Off Hazardous Waste	109	36	89	603	871	1109

## DISPOSAL TONNAGE

(Sanitation Division)

Material	Sep 2020	Aug 2020	Sep 2019	Year-to-Date 2020	Year-to-Date 2019	Yearly Total 2019
Refuse	1,348.8 ton	1,367.5 ton	1,315.7 ton	11,909.6 ton	12,637.6 ton	15,326.9 ton

W.A.I.





PARK FINANCIAL ANALYSIS (UNAUDITED) - SEPTEMBER

DESCRIPTION	July-19		August-19		August-20		September-19		September-20		CURRENT YTD ACTUAL		FY 19-20 BUDGET
											PREVIOUS YTD ACTUAL		
<b>Administration</b>													
Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reimbursements/donations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sale of Property	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Revenue</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Expenses													
Personnel	\$ 10,533.33	\$ 17,058.22	\$ 12,014.92	\$ 10,497.89	\$ 14,171.77	\$ 15,062.36	\$ 14,696.37	\$ 14,696.37	\$ 14,696.37	\$ 126,658.43	\$ 155,866.95	\$ 129,980.00	\$ 129,980.00
Supplies	\$ 119.49	\$ 342.30	\$ 124.15	\$ 112.60	\$ 231.26	\$ 240.44	\$ 231.26	\$ 231.26	\$ 231.26	\$ 2,212.64	\$ 1,640.64	\$ 3,250.00	\$ 3,250.00
Services	\$ 193.53	\$ 1,593.17	\$ 275.31	\$ 1,657.60	\$ 293.34	\$ 5,565.55	\$ 293.34	\$ 293.34	\$ 293.34	\$ 32,846.31	\$ 31,062.26	\$ 37,000.00	\$ 37,000.00
Maintenance	\$ 401.43	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 818.93	\$ 227.50	\$ 600.00	\$ 600.00
<b>Total Expenses</b>	\$ 11,247.78	\$ 18,993.69	\$ 12,414.38	\$ 12,268.09	\$ 14,696.37	\$ 20,868.35	\$ 14,696.37	\$ 14,696.37	\$ 14,696.37	\$ 162,536.31	\$ 188,797.35	\$ 170,830.00	\$ 170,830.00
<b>Administration Revenue over Expenses</b>	\$ (11,247.78)	\$ (18,993.69)	\$ (12,414.38)	\$ (12,268.09)	\$ (14,696.37)	\$ (12,839.35)	\$ (14,696.37)	\$ (14,696.37)	\$ (14,696.37)	\$ (142,295.31)	\$ (188,797.35)	\$ (170,830.00)	\$ (170,830.00)
<b>Maintenance</b>													
Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reimburse/Donation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rentals	\$ 1,010.00	\$ -	\$ 480.00	\$ -	\$ -	\$ 210.00	\$ -	\$ -	\$ -	\$ 11,440.00	\$ -	\$ -	\$ -
Misc	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Revenue</b>	\$ 1,010.00	\$ -	\$ 480.00	\$ -	\$ -	\$ 210.00	\$ -	\$ -	\$ -	\$ 11,713.90	\$ -	\$ -	\$ -
Expenses													
Personnel	\$ 2,040.37	\$ -	\$ 2,407.06	\$ -	\$ 45,643.27	\$ 1,840.50	\$ 45,643.27	\$ 45,643.27	\$ 45,643.27	\$ 22,046.06	\$ 45,643.27	\$ -	\$ -
Supplies	\$ 39.97	\$ -	\$ 30.47	\$ -	\$ 5,017.37	\$ 70.29	\$ 5,017.37	\$ 5,017.37	\$ 5,017.37	\$ 335.53	\$ 5,017.37	\$ -	\$ -
Services	\$ 18.03	\$ -	\$ 11,464.24	\$ -	\$ 933.94	\$ 1,909.02	\$ 933.94	\$ 933.94	\$ 933.94	\$ 15,604.31	\$ 933.94	\$ -	\$ -
Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 11,493.62	\$ -	\$ 11,493.62	\$ 11,493.62	\$ 11,493.62	\$ 185.85	\$ 11,493.62	\$ -	\$ -
<b>Total Expenses</b>	\$ 2,098.37	\$ -	\$ 13,901.77	\$ -	\$ 63,088.20	\$ 3,819.81	\$ 63,088.20	\$ 63,088.20	\$ 63,088.20	\$ 38,171.75	\$ 63,088.20	\$ -	\$ -
<b>Maintenance Revenue over Expenses</b>	\$ (1,088.37)	\$ -	\$ (13,421.77)	\$ -	\$ (63,088.20)	\$ (3,609.81)	\$ (63,088.20)	\$ (63,088.20)	\$ (63,088.20)	\$ (26,457.85)	\$ (63,088.20)	\$ -	\$ -
<b>Parks</b>													
Revenue													
Charges for Services	\$ 45.00	\$ 60.00	\$ 40.00	\$ 100.00	\$ 100.00	\$ 210.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 4,485.00	\$ 1,370.00	\$ 1,000.00	\$ 1,000.00
Cemetery Burial Fees	\$ 2,920.00	\$ 760.00	\$ 2,800.00	\$ 2,680.00	\$ 2,550.00	\$ 3,030.00	\$ 2,550.00	\$ 2,550.00	\$ 2,550.00	\$ 35,770.00	\$ 18,820.00	\$ 33,000.00	\$ 33,000.00
Reimburse/Donation	\$ -	\$ 5,700.00	\$ 410.00	\$ 500.00	\$ 500.00	\$ 590.32	\$ 500.00	\$ 500.00	\$ 500.00	\$ 4,756.86	\$ 7,865.99	\$ 4,400.00	\$ 4,400.00
Pavillion Reservation	\$ 545.00	\$ 505.00	\$ 547.50	\$ 360.00	\$ 507.50	\$ 455.00	\$ 507.50	\$ 507.50	\$ 507.50	\$ 4,317.50	\$ 2,357.50	\$ 3,600.00	\$ 3,600.00
Eugene Northern Rentals	\$ -	\$ 1,060.00	\$ -	\$ 620.00	\$ 592.72	\$ -	\$ 592.72	\$ -	\$ 592.72	\$ 1,220.00	\$ 9,557.72	\$ 13,500.00	\$ 13,500.00
Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Revenue</b>	\$ 3,510.00	\$ 8,085.00	\$ 3,797.50	\$ 4,260.00	\$ 4,250.22	\$ 4,285.32	\$ 4,250.22	\$ 4,250.22	\$ 4,250.22	\$ 50,549.36	\$ 39,971.21	\$ 55,500.00	\$ 55,500.00
Expenses													
Personnel	\$ 41,565.03	\$ 61,263.00	\$ 49,674.81	\$ 39,694.02	\$ 57,747.00	\$ 57,747.00	\$ 57,747.00	\$ 57,747.00	\$ 57,747.00	\$ 416,662.49	\$ 448,749.53	\$ 453,250.00	\$ 453,250.00
Supplies	\$ 2,686.03	\$ 4,448.06	\$ 2,773.09	\$ 3,338.47	\$ 4,352.64	\$ 4,352.64	\$ 4,352.64	\$ 4,352.64	\$ 4,352.64	\$ 30,720.54	\$ 31,910.40	\$ 30,800.00	\$ 30,800.00
Services	\$ 1,227.95	\$ 510.51	\$ 1,271.77	\$ 1,143.10	\$ 30,527.13	\$ 30,527.13	\$ 30,527.13	\$ 30,527.13	\$ 30,527.13	\$ 46,520.98	\$ 58,350.10	\$ 45,900.00	\$ 45,900.00
Maintenance	\$ 18,784.04	\$ 11,985.76	\$ 25,309.36	\$ 7,386.92	\$ 18,019.73	\$ 18,019.73	\$ 18,019.73	\$ 18,019.73	\$ 18,019.73	\$ 124,322.32	\$ 106,070.44	\$ 95,500.00	\$ 95,500.00
<b>Total Expenses</b>	\$ 64,263.05	\$ 78,207.33	\$ 79,029.03	\$ 61,853.51	\$ 110,646.50	\$ 110,646.50	\$ 110,646.50	\$ 110,646.50	\$ 110,646.50	\$ 618,226.33	\$ 645,080.47	\$ 625,450.00	\$ 625,450.00
<b>Parks Revenue over Expenses</b>	\$ (60,753.05)	\$ (70,122.33)	\$ (75,231.53)	\$ (57,593.51)	\$ (106,361.18)	\$ (106,361.18)	\$ (106,361.18)	\$ (106,361.18)	\$ (106,361.18)	\$ (567,676.97)	\$ (605,109.26)	\$ (569,950.00)	\$ (569,950.00)

IV B.1

PARK FINANCIAL ANALYSIS (UNAUDITED) - SEPTEMBER

DESCRIPTION	July-19		August-19		August-20		September-19		September-20		CURRENT YTD		FY 19-20
	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Budget
<b>Rolla Dog Park</b>													
Revenue													
Reimburse/Donations/Programs	\$ 0.94	\$ -	\$ 0.34	\$ -	\$ -	\$ -	\$ 0.01	\$ -	\$ -	\$ -	\$ 2,349.39	\$ -	\$ -
Total Revenue	\$ 0.94	\$ -	\$ 0.34	\$ -	\$ -	\$ -	\$ 0.01	\$ -	\$ -	\$ -	\$ 2,349.39	\$ -	\$ -
Expenses													
Total Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 89.91	\$ -	\$ -	\$ -	\$ 5,212.93	\$ -	\$ -
Total Rolla Dog Park Revenue over Expenses	\$ 0.94	\$ -	\$ 0.34	\$ -	\$ -	\$ -	\$ (89.90)	\$ -	\$ -	\$ -	\$ (2,863.54)	\$ -	\$ -
<b>Splashzone</b>													
Revenue													
Reimburse/Donations/Programs	\$ 75.00	\$ 105.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 105.00	\$ -
Resale	\$ 19,349.50	\$ 14,478.00	\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 235.00	\$ 90.00	\$ 300.00
Passes	\$ 1,535.00	\$ 750.00	\$ 5,449.00	\$ 4,663.00	\$ -	\$ -	\$ 310.00	\$ 863.00	\$ -	\$ -	\$ 50,479.00	\$ 38,088.00	\$ 56,000.00
Rentals	\$ 909.00	\$ -	\$ 560.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,585.00	\$ 1,435.00	\$ 10,000.00
Misc	\$ 8,364.25	\$ 6,325.30	\$ 312.00	\$ -	\$ -	\$ -	\$ 15.00	\$ -	\$ -	\$ -	\$ 1,899.50	\$ -	\$ 1,700.00
Concessions	\$ 30,232.75	\$ 21,748.30	\$ 2,316.75	\$ 1,913.60	\$ 1,913.60	\$ 161.00	\$ 640.75	\$ 640.75	\$ 18,651.25	\$ 78,849.75	\$ 16,675.11	\$ 20,000.00	\$ 88,000.00
Total Revenue	\$ 30,232.75	\$ 21,748.30	\$ 8,647.75	\$ 6,576.60	\$ 6,576.60	\$ 486.00	\$ 1,503.75	\$ 1,503.75	\$ 78,849.75	\$ 103,088.34	\$ (46,695.23)	\$ (36,200.00)	\$ 62,100.00
Expenses													
Personnel	\$ 12,998.30	\$ 26,588.58	\$ 15,945.22	\$ 8,669.71	\$ 8,669.71	\$ 3,311.56	\$ 1,876.08	\$ 1,876.08	\$ 57,213.06	\$ 49,443.34	\$ 33,301.85	\$ 37,200.00	\$ 12,800.00
Supplies	\$ 9,210.50	\$ 7,092.87	\$ 6,581.43	\$ 4,841.78	\$ 4,841.78	\$ 6,958.42	\$ 4,186.00	\$ 4,186.00	\$ 40,373.91	\$ 6,324.24	\$ 12,432.87	\$ 12,100.00	\$ 12,800.00
Services	\$ 1,962.00	\$ 412.92	\$ 406.80	\$ 1,138.37	\$ 1,138.37	\$ 1,334.22	\$ 20.84	\$ 20.84	\$ 12,432.87	\$ 116,344.08	\$ 103,088.34	\$ 124,200.00	\$ 12,100.00
Maintenance	\$ 1,812.49	\$ 1,774.47	\$ 1,208.19	\$ 546.97	\$ 546.97	\$ 141.55	\$ 501.48	\$ 501.48	\$ 116,344.08	\$ (37,494.33)	\$ (46,695.23)	\$ (36,200.00)	\$ 62,100.00
Total Expenses	\$ 25,983.29	\$ 35,868.84	\$ 24,141.64	\$ 15,196.83	\$ 15,196.83	\$ 11,745.75	\$ 6,584.40	\$ 6,584.40	\$ 116,344.08	\$ (37,494.33)	\$ (46,695.23)	\$ (36,200.00)	\$ 62,100.00
Total Splashzone Revenue over Expenses	\$ 4,249.46	\$ (14,120.54)	\$ (15,493.89)	\$ (8,620.23)	\$ (8,620.23)	\$ (11,259.75)	\$ (5,080.65)	\$ (5,080.65)	\$ (37,494.33)	\$ 103,088.34	\$ (46,695.23)	\$ (36,200.00)	\$ 62,100.00
<b>Outdoor Recreation</b>													
Revenue													
Reimburse/Donation	\$ -	\$ 180.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 180.00	\$ -
Recreation Program Fees	\$ 2,200.25	\$ 3,390.00	\$ 469.00	\$ 586.00	\$ 586.00	\$ 1,694.75	\$ 680.00	\$ 680.00	\$ 13,112.90	\$ 19,294.20	\$ 200.00	\$ -	\$ 12,000.00
Resale	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,758.00	\$ 24,006.50	\$ 28,000.00
Ballfield User Fees	\$ 1,446.00	\$ -	\$ 7,523.00	\$ 7,528.00	\$ 7,528.00	\$ 3,332.00	\$ 2,230.00	\$ 2,230.00	\$ 32,758.00	\$ 92.75	\$ -	\$ -	\$ -
Batting Cage Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 166.50	\$ -	\$ -	\$ -
Misc Income	\$ (3.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 166.50	\$ -	\$ -	\$ -
Concessions	\$ 3,397.46	\$ 2,066.59	\$ 2,631.42	\$ 1,462.17	\$ 1,462.17	\$ 816.65	\$ 919.38	\$ 919.38	\$ 16,329.13	\$ 62,659.28	\$ 7,471.55	\$ 18,000.00	\$ 58,000.00
Total Revenue	\$ 7,040.71	\$ 5,636.59	\$ 10,623.42	\$ 9,576.17	\$ 9,576.17	\$ 5,843.40	\$ 3,829.38	\$ 3,829.38	\$ 62,659.28	\$ 103,088.34	\$ 50,952.25	\$ 58,000.00	\$ 100,870.00
Expenses													
Personnel	\$ 10,083.71	\$ 28,594.00	\$ 9,744.18	\$ 12,100.06	\$ 12,100.06	\$ 19,521.78	\$ 9,198.62	\$ 9,198.62	\$ 123,721.25	\$ 100,653.41	\$ 20,682.55	\$ 25,840.00	\$ 21,900.00
Supplies	\$ 3,863.65	\$ 1,857.48	\$ 3,526.33	\$ 2,183.81	\$ 2,183.81	\$ 1,750.35	\$ 5,657.19	\$ 5,657.19	\$ 23,272.16	\$ 22,562.05	\$ 11,458.58	\$ 21,900.00	\$ 500.00
Services	\$ 5,292.39	\$ 6,710.11	\$ 4,020.19	\$ 1,163.74	\$ 1,163.74	\$ 7,342.07	\$ 26.22	\$ 26.22	\$ 22,562.05	\$ 1,591.67	\$ 225.24	\$ 500.00	\$ 149,110.00
Maintenance	\$ 226.99	\$ 107.00	\$ 367.73	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 171,147.13	\$ 133,019.78	\$ 171,147.13	\$ 149,110.00	\$ 149,110.00
Total Expenses	\$ 19,466.74	\$ 37,268.59	\$ 17,658.43	\$ 15,447.61	\$ 15,447.61	\$ 28,614.20	\$ 14,882.03	\$ 14,882.03	\$ 171,147.13	\$ 133,019.78	\$ 171,147.13	\$ 149,110.00	\$ 149,110.00

IV. B. 2.

PARK FINANCIAL ANALYSIS (UNAUDITED) - SEPTEMBER

DESCRIPTION	July-19	July-20	August-19	August-20	September-19	September-20	PREVIOUS YTD	CURRENT YTD	FY 19-20
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Budget
Outdoor Rec. Revenue over Expenses	\$ (12,426.03)	\$ (31,632.00)	\$ (7,035.01)	\$ (5,871.44)	\$ (22,770.80)	\$ (11,052.65)	\$ (108,487.85)	\$ (82,067.53)	\$ (91,110.00)
Total Operating Revenues	\$ 41,793.46	\$ 35,469.89	\$ 23,549.01	\$ 20,412.77	\$ 18,853.73	\$ 9,583.35	\$ 226,362.68	\$ 147,316.57	\$ 201,500.00
Total Operating Expenses	\$ 123,059.23	\$ 170,338.45	\$ 147,145.25	\$ 104,766.04	\$ 175,694.61	\$ 99,251.00	\$ 1,106,425.60	\$ 1,133,074.14	\$ 1,069,590.00
<b>OPERATING REVENUES OVER EXPENSES</b>	\$ (81,265.77)	\$ (134,868.56)	\$ (123,596.24)	\$ (84,353.27)	\$ (156,840.88)	\$ (89,667.65)	\$ (880,062.92)	\$ (985,757.57)	\$ (868,090.00)
Operating Recapture %	\$ 0.34	\$ 0.21	\$ 0.16	\$ 0.19	\$ 0.22	\$ 0.10	\$ 0.20	\$ 0.13	\$ 0.19
Operating Recapture %	\$ 0.34	\$ 0.21	\$ 0.16	\$ 0.19	\$ 0.23	\$ 0.10	\$ 0.21	\$ 0.13	\$ 0.19
<b>W/ INTEREST</b>									
<b>OTHER REVENUES</b>									
Real Estate Taxes	\$ 940.66	\$ -	\$ 550.50	\$ -	\$ 4,575.68	\$ 3,801.55	\$ 265,313.83	\$ 274,199.11	\$ 271,600.00
Sales Tax	\$ 93,806.66	\$ 98,254.73	\$ 78,856.82	\$ 90,150.49	\$ 124,299.34	\$ 132,715.33	\$ 1,108,817.70	\$ 1,150,784.52	\$ 1,085,000.00
Intergovernmental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest Income	\$ 217.97	\$ 67.96	\$ 256.55	\$ -	\$ 318.79	\$ -	\$ 3,423.56	\$ 1,178.06	\$ 4,000.00
Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,684.89	\$ 1,000.00	\$ 2,704.89	\$ 4,000.00
Contribution to General Fund	\$ -	\$ -	\$ -	\$ -	\$ (18,025.00)	\$ (17,325.00)	\$ (72,100.00)	\$ (69,300.00)	\$ (69,300.00)
<b>TOTAL OTHER REVENUES:</b>	\$ 94,965.29	\$ 98,322.69	\$ 79,663.87	\$ 90,150.49	\$ 111,168.81	\$ 121,876.77	\$ 1,306,455.09	\$ 1,359,566.58	\$ 1,295,300.00
<b>CAPITAL EXPENSES</b>									
Leases Purchases	\$ (401.43)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 199.98	\$ -	\$ -
Equipment	\$ 405.48	\$ 6,471.90	\$ 463.35	\$ -	\$ 2,250.23	\$ -	\$ 38,464.93	\$ 15,283.39	\$ 42,500.00
Vehicles	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 48,911.00	\$ -	\$ -
Building & Grounds	\$ 2,487.65	\$ 1,291.16	\$ 59,914.62	\$ 7,262.91	\$ 31,519.43	\$ 51,968.80	\$ 139,459.78	\$ 196,187.53	\$ 186,600.00
Major Parks Improvements	\$ 47,838.11	\$ -	\$ 958.85	\$ -	\$ 7,629.89	\$ -	\$ 142,142.25	\$ 90,069.20	\$ 235,000.00
<b>TOTAL CAPITAL EXPENSES:</b>	\$ 50,329.81	\$ 7,763.06	\$ 61,336.82	\$ 7,262.91	\$ 41,399.55	\$ 51,968.80	\$ 369,177.94	\$ 301,540.12	\$ 464,100.00
Total Revenues (operating + other)	\$ 136,759.69	\$ 133,792.58	\$ 103,212.88	\$ 110,563.26	\$ 130,022.54	\$ 131,460.12	\$ 1,532,817.77	\$ 1,506,883.15	\$ 1,496,600.00
Total Expenses (operating + capital)	\$ 173,389.04	\$ 178,101.51	\$ 208,482.07	\$ 112,028.95	\$ 217,184.07	\$ 151,219.80	\$ 1,475,603.54	\$ 1,434,614.26	\$ 1,533,690.00
<b>TOTAL REVENUES OVER EXPENSES</b>	\$ (36,629.35)	\$ (44,308.93)	\$ (105,269.19)	\$ (1,465.69)	\$ (87,161.53)	\$ (19,759.68)	\$ 57,214.23	\$ 72,268.89	\$ (36,990.00)

IV.B.3.



THE CENTRE FINANCIAL ANALYSIS (UNAUDITED) - SEPTEMBER

DESCRIPTION GUEST SERVICES	July-19			August-19			August-20			September-19			September-20			2019 YTD ACTUAL			2020 YTD ACTUAL			100% YTD BUDGET			% MONTHLY BUDGET			2020 BUDGET											
Revenue	\$	33,989.19	\$	23,716.51	\$	26,480.36	\$	36,785.32	\$	25,686.48	\$	565,843.84	\$	325,881.93	\$	627,000.00	\$	627,000.00	\$	627,000.00	0.00%	\$	627,000.00	0.00%	\$	627,000.00	51.97%	\$	627,000.00	0.00%	\$	627,000.00	0.00%	\$	627,000.00				
Reimbursements/donations																																							
Day Passes																																							
Programs		240.00		70.00		70.00		130.00		4,830.04		988.00		988.00		2,500.00		2,500.00		2,500.00	39.92%		2,500.00	39.92%		2,500.00	61.43%		2,500.00	21.88%		2,500.00	21.88%		2,500.00				
Rentals		24.00		24.00		1.50		178.00		1,287.65		547.00		547.00		18,000.00		18,000.00		18,000.00	64.90%		18,000.00	64.90%		18,000.00	37.40%		18,000.00	37.40%		18,000.00	37.40%		18,000.00				
Misc.		1,210.00		490.00		1,198.00		1,861.50		120.00		11,661.50		11,661.50		8,000.00		8,000.00		8,000.00	44.64%		8,000.00	44.64%		8,000.00	44.64%		8,000.00	44.64%		8,000.00	44.64%		8,000.00				
Concessions		32.00		660.00		5.00		7.00		118.35		8,148.73		3,927.95		8,800.00		8,800.00		8,800.00			659,800.00			659,800.00			659,800.00			659,800.00			659,800.00				
		881.95		106.40		592.37		411.67		25,924.83		599,592.76		343,410.38		659,800.00		659,800.00		659,800.00			659,800.00			659,800.00			659,800.00			659,800.00			659,800.00				
		36,377.14		23,334.91		26,781.45		39,363.49		25,924.83		599,592.76		343,410.38		659,800.00		659,800.00		659,800.00			659,800.00			659,800.00			659,800.00			659,800.00			659,800.00				
<b>Total Revenue</b>		<b>\$ 36,377.14</b>		<b>\$ 23,334.91</b>		<b>\$ 26,781.45</b>		<b>\$ 39,363.49</b>		<b>\$ 25,924.83</b>		<b>\$ 599,592.76</b>		<b>\$ 343,410.38</b>		<b>\$ 659,800.00</b>		<b>\$ 659,800.00</b>		<b>\$ 659,800.00</b>			<b>\$ 659,800.00</b>			<b>\$ 659,800.00</b>			<b>\$ 659,800.00</b>			<b>\$ 659,800.00</b>			<b>\$ 659,800.00</b>				
Expenses		7,349.63		10,484.03		5,766.29		9,144.87		7,186.52		94,095.56		72,679.88		108,300.00		108,300.00		108,300.00			108,300.00			108,300.00			108,300.00			108,300.00			108,300.00				
Personnel		74.71		38.15		38.60		464.93		75.86		5,235.31		3,593.43		5,850.00		5,850.00		5,850.00			5,850.00			5,850.00			5,850.00			5,850.00			5,850.00				
Supplies		47.30		48.14		843.31		10,286.17		40.28		12,643.54		4,220.87		19,750.00		19,750.00		19,750.00			19,750.00			19,750.00			19,750.00			19,750.00			19,750.00				
Services		7,471.64		10,570.32		12,752.07		19,895.97		7,302.66		112,246.09		80,494.18		134,150.00		134,150.00		134,150.00			134,150.00			134,150.00			134,150.00			134,150.00			134,150.00				
Maintenance		28,905.50		12,764.59		20,133.25		19,467.52		18,622.17		487,346.67		262,916.20		525,650.00		525,650.00		525,650.00			525,650.00			525,650.00			525,650.00			525,650.00			525,650.00				
<b>Total Expenses</b>		<b>\$ 7,471.64</b>		<b>\$ 10,570.32</b>		<b>\$ 12,752.07</b>		<b>\$ 19,895.97</b>		<b>\$ 7,302.66</b>		<b>\$ 112,246.09</b>		<b>\$ 80,494.18</b>		<b>\$ 134,150.00</b>		<b>\$ 134,150.00</b>		<b>\$ 134,150.00</b>			<b>\$ 134,150.00</b>			<b>\$ 134,150.00</b>			<b>\$ 134,150.00</b>			<b>\$ 134,150.00</b>			<b>\$ 134,150.00</b>				
Guest Services Revenue over Expenses		\$ 28,905.50		\$ 12,764.59		\$ 20,133.25		\$ 19,467.52		\$ 18,622.17		\$ 487,346.67		\$ 262,916.20		\$ 525,650.00		\$ 525,650.00		\$ 525,650.00			\$ 525,650.00			\$ 525,650.00			\$ 525,650.00			\$ 525,650.00			\$ 525,650.00				
<b>RECREATION</b>																																							
Revenue	\$	23,555.75	\$	1,505.00	\$	(19.00)	\$	12,702.00	\$	(118.00)	\$	165,478.58	\$	49,407.75	\$	177,300.00	\$	177,300.00	\$	177,300.00			177,300.00			177,300.00			177,300.00			177,300.00			177,300.00				
Recreation Programs		2,352.00		1,505.00		(19.00)		1,464.00		(118.00)		33,437.01		16,559.50		38,000.00		38,000.00		38,000.00			38,000.00			38,000.00			38,000.00			38,000.00			38,000.00				
Day Passes		25,907.75		1,505.00		(19.00)		14,166.00		(118.00)		198,915.59		65,967.25		215,300.00		215,300.00		215,300.00			215,300.00			215,300.00			215,300.00			215,300.00			215,300.00				
Expenses	\$	19,814.41	\$	452.42	\$	229.79	\$	13,748.18	\$	263.67	\$	137,228.36	\$	53,874.93	\$	159,530.00	\$	159,530.00	\$	159,530.00			159,530.00			159,530.00			159,530.00			159,530.00			159,530.00				
Personnel		1,672.68		1,629.55		834.22		1,299.47		1,606.97		17,171.95		25,182.18		20,680.00		20,680.00		20,680.00			20,680.00			20,680.00			20,680.00			20,680.00			20,680.00				
Supplies		58.96		12.52		162.53		7,298.45		25.04		11,621.77		4,186.17		12,325.00		12,325.00		12,325.00			12,325.00			12,325.00			12,325.00			12,325.00			12,325.00				
Services		21,546.05		2,094.49		2,377.51		22,346.10		1,895.68		166,508.62		83,243.28		193,035.00		193,035.00		193,035.00			193,035.00			193,035.00			193,035.00			193,035.00			193,035.00				
Maintenance		4,361.70		(589.49)		(3,148.47)		(8,180.10)		(2,013.68)		32,406.97		(17,276.03)		22,265.00		22,265.00		22,265.00			22,265.00			22,265.00			22,265.00			22,265.00			22,265.00				
<b>Recreation Revenue over Expenses</b>		<b>\$ 4,361.70</b>		<b>\$ (589.49)</b>		<b>\$ (3,148.47)</b>		<b>\$ (8,180.10)</b>		<b>\$ (2,013.68)</b>		<b>\$ 32,406.97</b>		<b>\$ (17,276.03)</b>		<b>\$ 22,265.00</b>		<b>\$ 22,265.00</b>		<b>\$ 22,265.00</b>			<b>\$ 22,265.00</b>			<b>\$ 22,265.00</b>			<b>\$ 22,265.00</b>			<b>\$ 22,265.00</b>			<b>\$ 22,265.00</b>				
<b>AQUATICS</b>																																							
Revenue	\$	8,361.50	\$	3,474.00	\$	2,230.00	\$	7,486.50	\$	3,235.00	\$	92,275.90	\$	47,930.44	\$	91,500.00	\$	91,500.00	\$	91,500.00			91,500.00			91,500.00			91,500.00			91,500.00			91,500.00				
Aquatic Programs		3,788.00		3,474.00		2,230.00		1,927.00		3,235.00		37,305.00		11,442.99		40,000.00		40,000.00		40,000.00			40,000.00			40,000.00			40,000.00			40,000.00			40,000.00				
Aquatic Day Pass		12,149.50		3,474.00		2,230.00		9,383.50		3,235.00		129,580.90		59,373.43		131,500.00		131,500.00		131,500.00			131,500.00			131,500.00			131,500.00			131,500.00			131,500.00				
Expenses	\$	15,358.03	\$	14,811.90	\$	6,022.28	\$	19,196.51	\$	10,622.79	\$	176,977.96	\$	142,072.62	\$	189,450.00	\$	189,450.00	\$	189,450.00			189,450.00			189,450.00			189,450.00			189,450.00			189,450.00				
Personnel		304.57		8,200.69		7,768.26		292.48		7,980.96		5,289.16		88,809.41		5,160.00		5,160.00		5,160.00			5,160.00			5,160.00			5,160.00			5,160.00			5,160.00				
Supplies		588.70		863.69		674.19		10,102.30		1,038.23		15,704.98		12,335.98		13,200.00		13,200.00		13,200.00			13,200.00			13,200.00			13,200.00			13,200.00			13,200.00				
Services		239.94		1,707.82		1,572.26		1,787.98		1,110.00		20,024.71		9,938.53		32,200.00		32,200.00		32,200.00			32,200.00			32,200.00			32,200.00			32,200.00			32,200.00				
Maintenance		16,491.24		25,584.10		16,753.19		31,379.27		20,751.98		219,996.81		253,157.54		240,010.00		240,010.00		240,010.00			240,010.00			240,010.00			240,0										

THE CENTRE FINANCIAL ANALYSIS (UNAUDITED) - SEPTEMBER

DESCRIPTION	July-19		July-20		August-19		August-20		September-19		September-20		2019 YTD ACTUAL		2020 YTD ACTUAL		100% YTD BUDGET		% MONTHLY BUDGET		2020 BUDGET		
<b>FITNESS</b>																							
Revenue	\$ 6,296.80	\$ 969.52	\$ 6,667.58	\$ 1,090.17	\$ 5,705.76	\$ 500.15	\$ 500.15	\$ 500.15	\$ 500.15	\$ 500.15	\$ 500.15	\$ 500.15	\$ 99,152.84	\$ 29,034.11	\$ 100,600.00	\$ 28.86%	\$ 100,600.00	\$ 100,600.00	\$ 100,600.00	\$ 28.86%	\$ 100,600.00	\$ 100,600.00	
Expenses	\$ 454.00	\$ -	\$ 318.00	\$ -	\$ 210.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,131.99	\$ 1,069.57	\$ 4,500.00	\$ 23.77%	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 23.77%	\$ 4,500.00	\$ 4,500.00	
Fitness Programs	\$ 6,750.80	\$ 969.52	\$ 6,985.58	\$ 1,090.17	\$ 5,915.76	\$ 500.15	\$ 500.15	\$ 500.15	\$ 500.15	\$ 500.15	\$ 500.15	\$ 500.15	\$ 103,284.83	\$ 30,103.68	\$ 105,100.00		\$ 105,100.00	\$ 105,100.00	\$ 105,100.00		\$ 105,100.00	\$ 105,100.00	
Fitness Day Pass																							
<b>Expenses</b>																							
Personnel	\$ 14,664.99	\$ 12,970.52	\$ 20,380.24	\$ 5,194.33	\$ 14,181.78	\$ 6,029.62	\$ 6,029.62	\$ 6,029.62	\$ 6,029.62	\$ 6,029.62	\$ 6,029.62	\$ 6,029.62	\$ 199,627.10	\$ 96,357.05	\$ 140,950.00	\$ 68.36%	\$ 140,950.00	\$ 140,950.00	\$ 140,950.00	\$ 68.36%	\$ 140,950.00	\$ 140,950.00	
Supplies	\$ 75.59	\$ 4,067.31	\$ 58.91	\$ 3,924.15	\$ 189.75	\$ 4,370.45	\$ 4,370.45	\$ 4,370.45	\$ 4,370.45	\$ 4,370.45	\$ 4,370.45	\$ 4,370.45	\$ 2,674.31	\$ 41,298.41	\$ 5,420.00	\$ 761.96%	\$ 5,420.00	\$ 5,420.00	\$ 5,420.00	\$ 761.96%	\$ 5,420.00	\$ 5,420.00	
Services	\$ 296.30	\$ 69.67	\$ 75.50	\$ 1,747.90	\$ 11,790.10	\$ 206.78	\$ 206.78	\$ 206.78	\$ 206.78	\$ 206.78	\$ 206.78	\$ 206.78	\$ 20,343.51	\$ 7,388.80	\$ 11,150.00	\$ 66.27%	\$ 11,150.00	\$ 11,150.00	\$ 11,150.00	\$ 66.27%	\$ 11,150.00	\$ 11,150.00	
Maintenance	\$ 15,036.86	\$ 17,107.50	\$ 20,529.92	\$ 10,866.38	\$ 26,161.63	\$ 10,606.85	\$ 10,606.85	\$ 10,606.85	\$ 10,606.85	\$ 10,606.85	\$ 10,606.85	\$ 10,606.85	\$ 227,965.47	\$ 145,675.15	\$ 162,720.00	\$ 12.13%	\$ 162,720.00	\$ 162,720.00	\$ 162,720.00	\$ 12.13%	\$ 162,720.00	\$ 162,720.00	
Fitness Revenue over Expenses	\$ (8,740.08)	\$ (16,137.99)	\$ (13,862.34)	\$ (9,776.21)	\$ (20,455.87)	\$ (10,106.70)	\$ (10,106.70)	\$ (10,106.70)	\$ (10,106.70)	\$ (10,106.70)	\$ (10,106.70)	\$ (10,106.70)	\$ (128,812.63)	\$ (116,641.04)	\$ (62,120.00)		\$ (62,120.00)	\$ (62,120.00)	\$ (62,120.00)		\$ (62,120.00)	\$ (62,120.00)	
<b>ADMINISTRATION</b>																							
Revenue	\$ -	\$ -	\$ -	\$ -	\$ 2,550.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,200.00	\$ 0.00%	\$ 1,200.00	\$ 1,200.00	\$ 0.00%	\$ 1,200.00	\$ 1,200.00	
Advertising Sponsorships	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000.00	\$ 550.00	\$ -	#DIV/0!	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	
Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ 2,550.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000.00	\$ 550.00	\$ -		\$ -	\$ -	\$ -		\$ -	\$ -	
Expenses																							
Personnel	\$ 8,953.95	\$ 11,024.09	\$ 12,719.08	\$ 5,940.82	\$ 15,497.83	\$ 7,791.01	\$ 7,791.01	\$ 7,791.01	\$ 7,791.01	\$ 7,791.01	\$ 7,791.01	\$ 7,791.01	\$ 146,509.00	\$ 119,932.48	\$ 176,800.00	\$ 67.84%	\$ 176,800.00	\$ 176,800.00	\$ 176,800.00	\$ 67.84%	\$ 176,800.00	\$ 176,800.00	
Supplies	\$ 17,390.16	\$ 2,619.70	\$ 13,988.50	\$ 2,507.27	\$ 24,641.87	\$ 2,708.17	\$ 2,708.17	\$ 2,708.17	\$ 2,708.17	\$ 2,708.17	\$ 2,708.17	\$ 2,708.17	\$ 206,772.30	\$ 32,130.61	\$ 208,500.00	\$ 15.41%	\$ 208,500.00	\$ 208,500.00	\$ 208,500.00	\$ 15.41%	\$ 208,500.00	\$ 208,500.00	
Services	\$ 5,316.70	\$ 3,511.90	\$ 5,857.79	\$ 3,894.14	\$ 9,867.64	\$ 37,896.02	\$ 37,896.02	\$ 37,896.02	\$ 37,896.02	\$ 37,896.02	\$ 37,896.02	\$ 37,896.02	\$ 67,468.85	\$ 98,015.79	\$ 93,620.00	\$ 104.70%	\$ 93,620.00	\$ 93,620.00	\$ 93,620.00	\$ 104.70%	\$ 93,620.00	\$ 93,620.00	
Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 150.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,280.00	\$ 1,307.50	\$ 1,350.00	\$ 96.85%	\$ 1,350.00	\$ 1,350.00	\$ 1,350.00	\$ 96.85%	\$ 1,350.00	\$ 1,350.00	
Administration Revenue over Expenses	\$ 31,660.81	\$ 17,155.69	\$ 32,565.37	\$ 12,342.23	\$ 50,157.34	\$ 48,395.20	\$ 48,395.20	\$ 48,395.20	\$ 48,395.20	\$ 48,395.20	\$ 48,395.20	\$ 48,395.20	\$ 422,030.15	\$ 251,386.38	\$ 480,270.00		\$ 480,270.00	\$ 480,270.00	\$ 480,270.00		\$ 480,270.00	\$ 480,270.00	
Administration Revenue over Expenses	\$ (31,660.81)	\$ (17,155.69)	\$ (32,565.37)	\$ (12,342.23)	\$ (47,607.34)	\$ (48,395.20)	\$ (48,395.20)	\$ (48,395.20)	\$ (48,395.20)	\$ (48,395.20)	\$ (48,395.20)	\$ (48,395.20)	\$ (418,030.15)	\$ (250,836.38)	\$ (480,270.00)		\$ (480,270.00)	\$ (480,270.00)	\$ (480,270.00)		\$ (479,070.00)	\$ (479,070.00)	
<b>MAINTENANCE</b>																							
Revenue	\$ 1,038.84	\$ 904.30	\$ 818.89	\$ -	\$ 3,100.14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,783.92	\$ 3,869.57	\$ 10,000.00	\$ 38.70%	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 38.70%	\$ 10,000.00	\$ 10,000.00	
Reimbursement	\$ 1,038.84	\$ 904.30	\$ 818.89	\$ -	\$ 3,100.14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,783.92	\$ 3,869.57	\$ 10,000.00		\$ 10,000.00	\$ 10,000.00	\$ 10,000.00		\$ 10,000.00	\$ 10,000.00	
Expenses																							
Personnel	\$ 16,290.44	\$ 14,476.43	\$ 20,020.86	\$ 7,728.45	\$ 20,347.87	\$ 12,298.03	\$ 12,298.03	\$ 12,298.03	\$ 12,298.03	\$ 12,298.03	\$ 12,298.03	\$ 12,298.03	\$ 198,580.51	\$ 158,974.69	\$ 177,340.00	\$ 89.64%	\$ 177,340.00	\$ 177,340.00	\$ 177,340.00	\$ 89.64%	\$ 177,340.00	\$ 177,340.00	
Supplies	\$ 1,952.97	\$ 195.86	\$ 3,343.58	\$ 827.72	\$ 1,761.58	\$ 1,346.38	\$ 1,346.38	\$ 1,346.38	\$ 1,346.38	\$ 1,346.38	\$ 1,346.38	\$ 1,346.38	\$ 25,200.31	\$ 15,874.61	\$ 24,320.00	\$ 65.27%	\$ 24,320.00	\$ 24,320.00	\$ 24,320.00	\$ 65.27%	\$ 24,320.00	\$ 24,320.00	
Services	\$ 50.48	\$ 1,847.49	\$ 801.70	\$ 7,454.09	\$ 19,623.57	\$ 521.59	\$ 521.59	\$ 521.59	\$ 521.59	\$ 521.59	\$ 521.59	\$ 521.59	\$ 25,683.77	\$ 36,618.33	\$ 23,250.00	\$ 157.50%	\$ 23,250.00	\$ 23,250.00	\$ 23,250.00	\$ 157.50%	\$ 23,250.00	\$ 23,250.00	
Maintenance	\$ 195.76	\$ 2,928.03	\$ 3,792.55	\$ 2,133.60	\$ 4,643.78	\$ 5,368.84	\$ 5,368.84	\$ 5,368.84	\$ 5,368.84	\$ 5,368.84	\$ 5,368.84	\$ 5,368.84	\$ 36,304.42	\$ 35,510.65	\$ 26,300.00	\$ 135.02%	\$ 26,300.00	\$ 26,300.00	\$ 26,300.00	\$ 135.02%	\$ 26,300.00	\$ 26,300.00	
Maintenance Revenue over Expenses	\$ 18,489.67	\$ 19,447.81	\$ 27,958.69	\$ 18,143.86	\$ 46,376.80	\$ 19,534.84	\$ 19,534.84	\$ 19,534.84	\$ 19,534.84	\$ 19,534.84	\$ 19,534.84	\$ 19,534.84	\$ 285,769.01	\$ 246,978.28	\$ 251,210.00		\$ 251,210.00	\$ 251,210.00	\$ 251,210.00		\$ 251,210.00	\$ 251,210.00	
Maintenance Revenue over Expenses	\$ (17,450.83)	\$ (18,543.51)	\$ (27,139.80)	\$ (18,143.86)	\$ (43,276.66)	\$ (18,143.86)	\$ (18,143.86)	\$ (18,143.86)	\$ (18,143.86)	\$ (18,143.86)	\$ (18,143.86)	\$ (18,143.86)	\$ (272,985.09)	\$ (243,108.71)	\$ (241,210.00)		\$ (241,210.00)	\$ (241,210.00)	\$ (241,210.00)		\$ (241,210.00)	\$ (241,210.00)	

IV. C. 2.

THE CENTRE FINANCIAL ANALYSIS (UNAUDITED) - SEPTEMBER

DESCRIPTION	July-19	July-20	August-19	August-20	September-19	September-20	2019 YTD ACTUAL	2020 YTD ACTUAL	100% YTD BUDGET	% MONTHLY BUDGET	2020 BUDGET
Total Operating Revenues	\$ 82,224.03	\$ 30,187.73	\$ 85,586.36	\$ 30,082.62	\$ 74,478.89	\$ 29,541.98	\$ 1,048,158.00	\$ 503,274.31	\$ 1,121,700.00	44.87%	\$ 1,122,900.00
Total Operating Expenses	\$ 110,696.29	\$ 91,959.91	\$ 139,647.62	\$ 67,131.37	\$ 196,317.11	\$ 108,487.21	\$ 1,434,516.15	\$ 1,060,934.81	\$ 1,461,395.00	72.60%	\$ 1,461,395.00
<b>OPERATING REVENUES OVER EXPENSES</b>	<b>\$ (28,472.26)</b>	<b>\$ (61,772.18)</b>	<b>\$ (54,061.26)</b>	<b>\$ (37,048.75)</b>	<b>\$ (121,838.22)</b>	<b>\$ (78,945.23)</b>	<b>\$ (386,358.15)</b>	<b>\$ (557,660.50)</b>	<b>\$ (339,695.00)</b>		<b>\$ (339,495.00)</b>
Operating %	74.28%	32.83%	61.29%	44.81%	37.94%	27.23%	73%	47%	77%		77%
Operating %	76.14%	33.38%	62.64%	44.81%	39.10%	27.23%	75%	48%	78%		79%
<b>W/INTEREST</b>											
<b>OTHER REVENUES</b>											
Sales Tax	\$ 11.63	\$ -	\$ 176.76	\$ -	\$ (109.90)	\$ 0.09	\$ 429.30	\$ 101.57	\$ 200.00	0.00%	\$ 200.00
Interest Income	\$ 2,064.45	\$ 505.91	\$ 1,887.43	\$ -	\$ 2,278.47	\$ -	\$ 24,791.00	\$ 10,218.73	\$ 25,000.00	40.87%	\$ 25,000.00
Miscellaneous/Reimb/Donations	\$ 15.64	\$ 35.00	\$ -	\$ -	\$ -	\$ 3,376.11	\$ 165.82	\$ 3,411.11	\$ 500.00	100.00%	\$ 500.00
Sale of property	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,558.00	\$ -	\$ -	#DIV/0!	\$ -
Contribution to General Fund	\$ -	\$ -	\$ -	\$ -	\$ (18,031.25)	\$ (17,650.00)	\$ (72,125.00)	\$ (70,600.00)	\$ (70,600.00)	100.00%	\$ (70,600.00)
<b>TOTAL OTHER REVENUES:</b>	<b>\$ 2,091.72</b>	<b>\$ 540.91</b>	<b>\$ 2,064.19</b>	<b>\$ -</b>	<b>\$ (15,862.68)</b>	<b>\$ (14,273.80)</b>	<b>\$ (45,180.88)</b>	<b>\$ (56,868.59)</b>	<b>\$ (44,900.00)</b>		<b>\$ (44,900.00)</b>
<b>CAPITAL EXPENSES</b>											
Equipment	\$ 31,640.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 44,798.77	\$ 9,117.76	\$ 25,000.00	36.47%	\$ 25,000.00
Lease Purchases	\$ 2,778.76	\$ -	\$ 2,778.76	\$ -	\$ 2,778.76	\$ -	\$ 57,657.51	\$ 27,223.67	\$ 24,300.00	112.03%	\$ 24,300.00
Vehicles	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -
Building & Grounds	\$ -	\$ -	\$ 30,894.67	\$ 1,400.00	\$ 69.40	\$ -	\$ 36,826.04	\$ 48,484.60	\$ 52,000.00	93.24%	\$ 52,000.00
Donation/Grant Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,592.00	\$ -	\$ -	#DIV/0!	\$ -
<b>TOTAL CAPITAL EXPENSES:</b>	<b>\$ 34,418.76</b>	<b>\$ -</b>	<b>\$ 33,673.43</b>	<b>\$ 1,400.00</b>	<b>\$ 2,848.16</b>	<b>\$ -</b>	<b>\$ 140,875.32</b>	<b>\$ 84,826.03</b>	<b>\$ 101,300.00</b>		<b>\$ 101,300.00</b>
Total Revenues (operating + other)	\$ 84,315.75	\$ 30,728.64	\$ 87,650.55	\$ 30,082.62	\$ 56,616.21	\$ 15,268.18	\$ 1,002,977.12	\$ 446,405.72	\$ 1,076,800.00	41.46%	\$ 1,076,800.00
Total Expenses (operating + capital)	\$ 145,115.05	\$ 91,959.91	\$ 173,321.05	\$ 68,531.37	\$ 199,165.27	\$ 108,487.21	\$ 1,575,391.47	\$ 1,145,760.84	\$ 1,562,695.00	73.32%	\$ 1,562,695.00
<b>TOTAL REVENUES OVER EXPENSES</b>	<b>\$ (60,799.30)</b>	<b>\$ (61,231.27)</b>	<b>\$ (85,670.50)</b>	<b>\$ (38,448.75)</b>	<b>\$ (140,549.06)</b>	<b>\$ (93,219.03)</b>	<b>\$ (572,414.35)</b>	<b>\$ (699,355.12)</b>	<b>\$ (485,895.00)</b>		<b>\$ (484,695.00)</b>

**CURRENT CASH BALANCES**

Depreciation Account	\$ 1,914,274.79
Sales Tax Account	\$ -
Reserve Amount	\$ 1,914,274.79
Operating & Misc	\$ (1,155,640.29)
	\$ 788,634.50

IV C. 3.





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

OTHER GENERAL LEDGER ACCOUNTS

ACCOUNT NO./DESCRIPTION	BALANCE
5002 Clerk Fee-Municipal	360.00
5008 Court Automation	782.22
5010 DO NOT USE (Brd Bill-Dft)	188.79
5016 CVC Surcharge State	796.75
5018 CVC Surcharge Muni	11.10
5020 Law Enf Arrest-Local	36.00
5022 LET-Muni	222.00
5024 POST-State	111.75
5032 Dom Viol - Muni	223.50
5040 Fine	4,716.00
5041 Fine - Highway	1,174.00
5042 Parking Penalties	2,328.50
5102 Clerk Fee-E/R	980.95
5118 CVC Surcharge-E/R	30.23
5141 Fines-E/R	6,852.50
5168 Overpayment-E/R	9.00
5212 Sheriff Retirement-CO/Muni	132.00
8201 Bond Forfeit-E/R	300.00
<b>TOTAL OTHER GENERAL LEDGER ACCOUNTS</b>	<b>19,255.29</b>

*N.D.*

**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\*

MISSOURI JUDICIARY  
ROLLA MUNICIPAL COURT  
OPEN ITEMS SUMMARY REPORT  
AS OF DATE: 30-Sep-2020

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

ACCOUNT	SUB TOTAL	BALANCE
BONDS IN OPEN ITEMS	4,300.00	4,300.00 ✓
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	228.50	228.50 ✓
OPEN ITEMS/SUSPENSE ACCOUNTS (not posted)	0.00	
OTHER GENERAL LEDGER ACCOUNTS	19,255.29	19,255.29
OUTSTANDING PAYABLES	0.00	0.00
UNSATISFIED RECOVERABLES	0.00	0.00
<b>TOTAL</b>		<b>23,783.79</b> ✓

*N.D.2*

NOTE

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

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

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## MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

<b><u>I. COURT INFORMATION</u></b>		Municipality: Rolla Municipal Court	Reporting Period: Sep 1, 2020 - Sep 30, 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					
<b><u>II. MONTHLY CASELOAD INFORMATION</u></b>			Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month			10	897	208
B. Cases (citations/informations) filed			4	162	10
C. Cases (citations/informations) disposed					
1. jury trial (Springfield, Jefferson County, and St. Louis County only)			0	0	0
2. court/bench trial - GUILTY			0	0	0
3. court/bench trial - NOT GUILTY			0	0	0
4. plea of GUILTY in court			2	83	18
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)			0	44	2
6. dismissed by court			0	0	0
7. <i>nolle prosequi</i>			0	110	3
8. certified for jury trial (not heard in Municipal Division)			0	0	0
<b>9. TOTAL CASE DISPOSITIONS</b>			2	237	23
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]			12	822	195
E. Trial de Novo and/or appeal applications filed			0	0	0
<b><u>III. WARRANT INFORMATION (pre- &amp; post-disposition)</u></b>			<b><u>IV. PARKING TICKETS</u></b>		
1. # Issued during reporting period	109	1. # Issued during period		182	
2. # Served/withdrawn during reporting period	106	<input type="checkbox"/> Court staff does not process parking tickets			
3. # Outstanding at end of reporting period	1,006				

IV. D. 3.

## MUNICIPAL DIVISION SUMMARY REPORTING FORM

<b>COURT INFORMATION</b>	Municipality: Rolla Municipal Court	Reporting Period: Sep 1, 2020 - Sep 30, 2020
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### V. DISBURSEMENTS

<b>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</b>		<b>Other Disbursements:</b> 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	\$6,852.50	Court Automation	\$782.22
Clerk Fee - Excess Revenue	\$980.95	DO NOT USE (Brd Bill-Dft)	\$188.79
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$30.23	Law Enf Arrest-Local	\$36.00
		Overpayment-E/R	\$9.00
Bond forfeitures (paid to city) - Excess Revenue	\$300.00	<b>Total Other Disbursements</b>	<b>\$1,016.01</b>
<b>Total Excess Revenue</b>	<b>\$8,163.68</b>	<b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>	<b>\$19,255.29</b>
<b>Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)</b>		<b>Bond Refunds</b>	<b>\$1,240.00</b>
		<b>Total Disbursements</b>	<b>\$20,495.29</b>
Fines - Other	\$5,890.00		
Clerk Fee - Other	\$360.00		
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$111.75		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$796.75		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$11.10		
Law Enforcement Training (LET) Fund surcharge	\$222.00		
Domestic Violence Shelter surcharge	\$223.50		
Inmate Prisoner Detainee Security Fund surcharge	\$0.00		
Sheriffs' Retirement Fund (SRF) surcharge	\$132.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$2,328.50		
Bond forfeitures (paid to city) - Other	\$0.00		
<b>Total Other Revenue</b>	<b>\$10,075.60</b>		

IV. D. 4.



Offense Reports by Month

Printed on October 27, 2020

Code : Description	Reported Month									Totals
	1	2	3	4	5	6	7	8	9	
: 12 Hr Protective Custody	0	1	0	0	0	0	0	0	0	1
: Abduction/Kidnapping	0	0	0	0	0	0	1	0	0	1
: Admin/Departmental	0	0	0	0	0	0	0	0	0	0
: Adult Abuse/Neglect	0	0	0	0	0	0	0	0	0	0
: Animal (Abuse/Neglect/Cruelty)	0	0	0	0	0	0	1	0	0	1
: Animal (Bite/Scratch)	0	0	0	0	2	0	1	0	4	7
: Animal (Other)	0	1	0	0	1	1	2	0	1	6
: Assault (Aggravated)	0	10	7	9	6	7	4	5	4	56
: Assault (Other)	0	13	15	11	14	15	22	7	19	131
: Assist Agency	0	2	0	1	0	0	1	1	1	7
: Bribery	0	0	0	0	0	0	0	0	0	0
: Burglary	0	12	6	7	13	20	11	8	8	94
: Child Abuse/Neglect/Endangerment	0	2	2	4	5	2	3	1	2	21
: Counterfeiting/Forgery	0	0	2	3	1	3	7	3	2	24
: Curfew Violation	0	0	0	0	0	0	0	0	0	0
: Death (Child Death Review)	0	0	0	0	0	0	0	1	0	1
: Death (Homicide/Manslaughter)	0	0	1	0	0	0	0	1	0	2
: Death (Natural/Accidental)	0	0	0	0	2	0	0	1	1	7
: Death (Overdose/Accidental Overdose)	0	0	0	0	0	1	0	0	0	1
: Death (Suicide/Attempted Suicide)	0	0	0	0	0	0	0	0	0	0
: Death (Suspicious/Undetermined)	0	0	0	0	0	0	0	1	1	2
: Destruction of Property	0	3	2	2	4	3	7	15	6	48
: Drugs (Distribute/Manufacture)	0	1	0	1	0	1	0	2	1	6
: Drugs or Paraphernalia (Possession)	0	5	8	13	6	18	14	22	7	97
: Embezzlement	0	3	0	1	2	0	0	1	1	8
: Fail to Register as Sex Offender	0	0	0	0	0	0	0	0	0	0
: Fire (Accidental/Undetermined)	0	0	0	0	0	0	0	0	0	0
: Fire (Arson)	0	0	0	0	0	0	0	0	0	0
: Found/Abandoned/Recovered Property	0	0	1	0	0	1	1	2	1	7
: Fraud (Credit Card/ATM)	0	3	1	1	0	0	4	1	2	14
: Fraud (Identity Theft)	0	0	0	0	0	0	1	1	0	4
: Fraud (Other)	0	4	3	1	3	4	1	5	3	24
: Gambling Offense	0	0	0	0	0	0	0	0	0	0
: Harassment/Stalking	0	0	0	0	0	0	0	0	0	0
: Human Trafficking (Involuntary Servitude)	0	0	0	0	0	0	0	0	0	0
: Human Trafficking (Sexual)	0	0	0	0	0	0	0	0	0	0
: Leave without Pay	0	0	0	0	0	2	0	0	0	2
: Liquor Law (Minor In Possession)	0	1	1	0	0	1	0	0	0	3
: Liquor Law (Other)	0	0	0	1	0	0	0	1	4	6
: Loitering/Vagrancy	0	0	0	0	0	0	1	0	0	1

IV E.1.

Code : Description	Reported Month									Totals	
	1	2	3	4	5	6	7	8	9		
: Lost or Stolen Property	0	0	0	0	0	0	0	0	0	0	
: Lost/Stolen Property	0	0	0	0	0	2	0	1	1	5	
: Mental Health Person	0	0	0	0	0	1	12	3	1	17	
: Missing Person	0	0	0	0	1	1	0	0	2	7	
: Motor Vehicle Theft	0	1	0	4	3	2	2	5	7	26	
: Other Offenses (Non-Traffic)	0	1	2	1	0	2	2	1	1	11	
: Other Offenses (Traffic)	0	0	1	0	0	0	1	0	1	3	
: Passing Bad Checks	0	1	0	0	0	0	0	0	0	1	
: Peace Disturbance	0	0	0	0	0	0	0	0	0	0	
: Peace Disturbance/Disorderly Conduct	0	1	2	2	4	5	1	1	7	27	
: Pornography Offense	0	0	0	1	0	2	1	1	0	5	
: Prostitution Offense	0	0	0	0	0	0	0	0	0	0	
: Protection Order/Ex Parte Violation	0	0	2	1	1	3	0	0	2	14	
: Prowling	0	0	0	0	0	0	0	0	0	0	
: Receiving/Possessing Stolen Property	0	0	0	0	0	0	0	2	1	3	
: Recovered Property (Stolen)	0	0	0	0	0	0	0	0	0	0	
: Report Not Needed	0	0	0	0	0	0	0	0	0	0	
: Robbery	0	0	0	0	0	0	0	0	0	0	
: Sex Offender Violation	0	0	0	0	0	0	0	0	0	0	
: Sex Offense (Not Rape)	0	1	3	1	2	2	2	1	2	17	
: Sex Offense (Rape)	0	0	0	1	0	0	0	0	1	3	
: Stealing/Theft (from M/V)	0	4	0	7	2	6	15	20	8	69	
: Stealing/Theft (Other)	0	12	2	5	5	6	5	20	11	79	
: Stealing/Theft (Shoplifting)	0	23	11	19	22	19	25	15	13	157	
: Suspicious Person/Vehicle/Object	0	0	0	1	0	0	0	0	0	2	
: Traffic Accident	0	38	38	33	14	36	40	37	40	318	
: Traffic (Careless & Imprudent)	0	0	0	0	0	0	0	0	0	0	
: Traffic (Driver's License Violation)	0	6	8	9	3	14	25	25	35	139	
: Traffic (Driving Under the Influence)	0	2	9	11	3	7	4	4	7	56	
: Traffic (Equipment Violation)	0	0	0	0	0	0	0	0	0	0	
: Traffic (Leaving the Scene)	0	3	0	2	2	3	7	10	2	30	
: Traffic (Seat Belt/Child Restraint)	0	0	0	0	0	0	0	0	0	0	
: Traffic (Speeding)	0	0	0	0	0	0	0	0	0	0	
: Traffic (Stop Sign/Signal Violation)	0	0	0	0	0	0	0	0	0	0	
: Traffic (Vehicle Registration/Insurance)	0	0	0	0	0	0	0	0	0	0	
: Trespassing	0	5	3	5	8	13	9	5	3	57	
: Warrant Arrest	0	42	36	20	3	19	20	28	19	197	
: Weapons Violation	0	1	0	1	0	1	1	0	0	4	
<b>Totals</b>	<b>0</b>	<b>202</b>	<b>166</b>	<b>179</b>	<b>132</b>	<b>223</b>	<b>251</b>	<b>257</b>	<b>231</b>	<b>188</b>	<b>1829</b>

IV.E.2.

## 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	23	17	22	32	30	23				198
Abandoned Vehicle	8	9	11	8	14	18	25	19	20				132
Accident - Fatality	0	0	1	0	0	0	0	0	0				1
Accident - Injury	13	4	13	6	14	14	12	18	21				115
Accident - Leave The Scene	12	9	10	9	15	14	16	21	10				116
Accident - No Injury	33	40	32	20	32	42	35	31	41				306
Accident - Private Property	24	19	23	8	24	27	29	22	25				201
Accident - Road Blocked	7	8	7	1	1	3	8	7	6				48
Adult Abuse	0	0	0	0	0	1	0	0	0				1
Alarm LE	46	44	31	25	37	67	45	44	42				381
Animal Bite - Attack	1	1	2	3	3	6	3	5	3				27
Animal Control	88	95	89	70	105	159	154	109	126				995
Arson	0	1	0	0	0	0	0	0	0				1
Assault	11	8	12	6	9	19	4	12	12				93
Assist Agency Non-LEA	57	40	59	49	72	66	70	81	73				567
Assist Citizen	6	4	4	4	5	7	10	9	7				56
Assist LEA	10	8	10	10	10	13	20	6	15				102
Assist Motorist	16	22	16	22	22	18	15	24	11				166
Benevolent Fund	11	14	7	0	6	5	4	4	3				54
Bomb Threat	1	0	0	0	0	0	0	0	0				1
Building Lockout	0	0	1	1	0	1	0	0	2				5
Burglary	19	15	22	21	24	21	24	19	17				182
Call for Police	53	62	80	61	82	66	78	65	81				628
Check Well Being	65	72	84	80	83	95	101	96	98				774
Child Abuse	1	0	2	5	2	5	1	1	3				20
Child Exploitation/Pornography	0	0	0	0	0	1	0	0	0				1
Confidential Investigation	0	2	1	1	0	2	0	1	0				7
Conservation Violation	0	0	0	0	1	0	0	0	0				1
Court	14	9	9	1	3	6	17	10	13				82
Crossing Guard	2	5	0	0	0	0	1	0	5				13
CWB 911 Hangup	213	241	302	277	347	290	369	310	267				2,616
Death	1	1	1	0	2	1	1	3	1				11
Destruction of Property	9	11	11	11	17	24	23	16	20				142
Disturbance-Fireworks	0	1	1	0	2	8	35	1	0				48
Disturbance-Liquor	2	2	1	0	0	1	1	0	0				7
Disturbance-Other	77	54	70	64	97	93	72	90	86				703
Domestic Violence	27	33	33	39	40	41	31	46	45				335
Driving While Intoxicated	8	5	8	5	14	16	13	17	17				103
Drown/Water Rescue	0	0	0	0	0	1	0	1	0				2
Drug Paraphernalia	13	13	9	16	15	14	9	13	6				108
Escort - Bank	0	0	1	0	0	0	2	0	0				3
Escort - Courtesy	11	5	8	0	6	8	4	7	13				62
Escort - Funeral	7	7	4	0	5	7	3	8	9				50
Exparte Violation	2	4	4	5	9	6	6	6	16				58
Field Interview	52	31	35	8	49	42	51	83	66				417
Fight	4	6	3	9	8	16	5	7	4				62
Fingerprints	5	6	6	1	7	17	13	12	11				78
Follow-up	99	99	97	108	114	155	177	158	127				1,134
Foot Patrol	0	0	0	0	0	1	1	0	0				2
Forgery-Counterfeiting	0	2	0	0	0	2	2	4	1				11
Fraud - Checks/Credit Card	23	24	22	15	20	30	21	23	20				198
Harassment	9	11	16	12	19	29	21	24	21				162
Hotel/Motel Check	0	0	0	0	0	3	1	2	0				6
Identity Theft	0	0	0	0	1	0	1	0	1				3
Information Request	185	179	223	208	228	238	277	259	240				2,037
Intoxicated Person	7	1	13	7	18	7	10	7	10				80
Juvenile Complaint	7	7	9	7	11	13	5	7	11				77
Keep the Peace/Standby	12	5	6	6	15	13	18	22	15				112

IV. E. 3.



<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	0	0	0	0	1	0				3
Leave without Pay	4	5	1	0	3	4	1	3	1				22
Liquor Violation	0	1	0	0	0	0	0	0	4				5
Littering/Dumping	3	3	2	3	2	5	1	4	4				27
Loitering	8	5	5	14	11	15	19	13	13				103
Lost or Stolen Property	3	4	3	6	5	6	9	6	7				49
Loud Noise Complaint	22	34	42	23	33	18	10	21	24				227
Malicious Mischief	1	0	2	0	0	2	3	0	0				8
Mental Health	26	19	25	23	30	30	24	29	29				235
Missing Person	1	8	7	7	7	7	15	9	5				66
Narcotics Violation	31	16	27	18	49	46	36	38	32				293
No Business License	0	0	0	0	2	0	0	0	0				2
Open Door	4	4	10	3	5	4	9	6	6				51
Overdose	2	4	7	7	16	3	15	10	14				78
Paper Service	38	43	23	14	12	25	25	25	13				218
Prisoner Transport	5	7	3	0	1	1	4	8	3				32
Property Damage-Non Criminal	1	0	1	3	2	1	2	3	1				14
Prowler	3	0	1	3	2	3	4	5	7				28
Public Indecency	0	0	0	0	1	2	0	0	1				4
Public Relations	4	12	5	4	7	9	11	29	4				85
Pursuit	1	0	0	0	2	0	0	0	0				3
Rape - Sexual Assault	0	1	1	0	1	1	0	1	2				7
Robbery	1	0	1	0	0	0	0	0	1				3
Runaway	4	3	0	7	2	2	1	4	4				27
Search Warrant	0	0	2	0	0	0	0	1	0				3
Security Check	45	22	14	4	24	3	14	8	4				138
Selective Enforcement	3	2	1	0	1	0	0	0	0				7
Sewer Alarm	0	0	0	1	0	0	0	1	0				2
Sex Offenses	3	5	4	1	4	8	6	8	6				45
Shots Fired	4	3	7	3	5	2	2	3	1				30
Soliciting	2	0	1	4	0	3	4	0	4				18
Stabbing	1	0	1	1	0	0	0	0	0				3
Stabbing or Shooting with Injury	0	0	1	1	1	1	0	1	1				6
Stalking	0	1	0	0	0	0	1	0	0				2
Stay Home Order	0	0	0	2	2	0	0	0	0				4
Stealing	82	75	101	101	105	98	117	90	100				869
Stolen Vehicle	4	9	11	9	6	7	11	13	8				78
Suspicious Activity	79	78	97	105	117	97	110	138	133				954
SWAT Callout	0	0	0	0	0	0	0	1	1				2
Tampering	5	5	11	6	14	15	22	12	13				103
Telephone Harassment	8	4	3	8	9	14	20	13	12				91
Tow Sticker Expired	6	7	7	3	10	14	10	10	7				74
Traffic Complaint	96	98	120	85	123	133	143	129	157				1,084
Traffic Stop	167	199	260	37	397	468	493	468	283				2,772
Trespassing	24	18	17	32	37	35	33	28	33				257
Try to Contact	16	19	8	9	14	22	16	15	13				132
Vehicle Identification	46	29	55	27	64	60	80	63	63				487
Vehicle Lockout	1	0	3	3	1	3	2	2	2				17
Vehicle Repossession	7	8	7	1	1	3	4	4	3				38
Veterinary Call	6	4	7	6	3	9	6	5	4				50
Weapons Violation	1	2	0	3	4	2	1	1	6				20
Zebra Check	123	120	118	127	92	117	134	138	160				1,129
<b>Totals</b>	<b>2,178</b>	<b>2,132</b>	<b>2,452</b>	<b>1,946</b>	<b>2,852</b>	<b>3,072</b>	<b>3,294</b>	<b>3,127</b>	<b>2,853</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>23,906</b>

IV.E.4.

## ANIMAL CONTROL MONTHLY TOTALS

September 2020

### ANIMALS IMPOUNDED

	Canine	Feline	Other Domestic	Wildlife	Monthly Total	2020 YTD Total	2019 YTD Total
City of Rolla	18	6	1	18	43	294	542
Rolla Area	0	0	0	0	0	11	31
City of Newburg	0	0	0	0	0	0	2
Newburg Area	0	0	0	0	0	0	3
Edgar Springs Area	0	0	0	0	0	0	3
Other Agencies	0	0	0	0	0	0	0
St. James Area	0	0	0	0	0	3	1
Ft. Leonard Wood	0	0	0	0	0	0	1
<b>Monthly Total</b>	<b>18</b>	<b>6</b>	<b>1</b>	<b>18</b>	<b>43</b>		
<b>2020 YTD Total</b>	<b>138</b>	<b>60</b>	<b>2</b>	<b>108</b>		<b>308</b>	
<b>2019 YTD Total</b>	<b>247</b>	<b>199</b>	<b>0</b>	<b>137</b>			<b>583</b>
<b>Total Phelps County</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>11</b>	<b>38</b>

### ANIMAL DISPOSITION

	Canine	Feline	Other Domestic	Wildlife	Monthly Total	2020 YTD Total	2019 YTD Total
Animals Adopted ①	12	10	0	0	22	91	172
Animals Claimed	7	0	0	0	7	80	125
Euthanized(Ill/Injured)	0	0	0	0	0	2	37
Euthanized(Dangerous)	1	0	0	0	1	11	50
Euthanized(Un-Placed)②	0	0	0	0	0	0	0
Deceased on Arrival	1	0	0	11	12	54	75
Transferred to Rescue ③	1	0	0	0	1	5	36
Wildlife Relocated	0	0	0	7	7	63	83
Other	1	0	0	0	1	8	5
<b>Monthly Total</b>	<b>23</b>	<b>10</b>	<b>0</b>	<b>18</b>	<b>51</b>		
<b>2020 YTD Total</b>	<b>138</b>	<b>60</b>	<b>2</b>	<b>108</b>		<b>314</b>	
<b>2019 YTD Total</b>	<b>249</b>	<b>193</b>	<b>1</b>	<b>140</b>			<b>583</b>

	Monthly Total	2020 YTD Total	2019 Total
Adoption Rate (① + ③) ÷ (① + ② + ③)	100.00%	100.00%	100.00%
PR Programs	0	3	22
Calls for Service	150	1,050	2,350
Written Warnings	1	1	2
Citations	2	10	22
Total Incinerator Hours	65.5	499.5	582

IV F.I.



Management Report  
FISCAL YEAR 2020

September 2020

BUILDING PERMITS ISSUED	SEPTEMBER FY 2020		SEPTEMBER FY 2019		YTD FY 2020		YTD FY 2019		Δ CHANGE FY 19 - FY 20	
	#	Value	#	Value	#	Value	#	Value	# ISSUED	\$ VALUE
<b>PERMITS ISSUED</b>										
Electric, Plumbing, etc. Only	12		14	\$	150	\$	486	\$	486	-69.1%
Single Family Detached			1	\$	128	\$	177	\$	177	-27.7%
Single Family Attached				\$	14	\$	9	\$	9	55.6%
Duplexes				\$		\$	20	\$	20	-100.0%
3-or-4 family				\$	7	\$	4	\$	4	75.0%
5-or-more family				\$	1	\$	1	\$	1	0.0%
Hotels, Motels				\$	1	\$	4	\$	4	129.3%
Other nonhousekeeping shelter				\$		\$	4	\$	4	-75.0%
Amusement, social, recreational	1	\$		\$		\$	1	\$	1	-100.0%
Churches, other religious				\$		\$	3	\$	3	-100.0%
Industrial				\$	1	\$	1	\$	1	0.0%
Parking garages (storage bldgs)	1	\$		\$	2	\$		\$	2	-77.8%
Service stations, repair garages			6	\$	2	\$	9	\$	9	-75.2%
Hospitals, institutional				\$		\$		\$		
Offices, banks, professional				\$		\$		\$		
Public Works, utilities				\$		\$	1	\$	1	-100.0%
Schools, other educational				\$		\$		\$		
Stores, customer	1	\$		\$		\$		\$		
Towers, antennas				\$	2	\$	4	\$	4	-50.0%
Signs	3	\$	2	\$	43	\$	63	\$	63	-31.7%
Residential addition, remodel	5	\$	7	\$	78	\$	86	\$	86	-9.3%
Commercial addition, remodel			1	\$	44	\$	41	\$	41	7.3%
Residential garage, carport				\$	1	\$	9	\$	9	-88.9%
Demolition, single family	1	\$		\$	18	\$	42	\$	42	-57.1%
Demolition, 2-family				\$	2	\$		\$	2	
Demolition, 3-or-4 family				\$		\$		\$		
Demolition, 5-or-more family				\$		\$		\$		
Demolition, all other				\$	4	\$	13	\$	13	-100.0%
<b>Total Residential Units</b>		0	1	\$	39	\$	136	\$	136	-62.0%
<b>EST. CONSTRUCTION COSTS</b>		\$		\$		\$		\$		\$
Building Permit Fees		426,130		935,873		16,716,534		28,987,400		-42.3%
<b>FEEES</b>				3,413		56,346		93,158		-39.5%
				10,313		147,920		193,753		-23.7%

INSPECTIONS PERFORMED	SEPTEMBER FY 2020		SEPTEMBER FY 2019		YTD FY 2020		YTD FY 2019		Δ CHANGE FY 2020 - FY 2019	
	#	Value	#	Value	#	Value	#	Value	#	%
<b>INSPECTIONS PERFORMED</b>										
Building Inspections	97		158		1602		1,653		1,653	-3%
Electrical Inspections	56		41		858		984		984	-13%
Excavation Inspections					0		0		0	
Plumbing Inspections	46		55		569		779		779	-27%
Mechanical Inspections	16		24		289		356		356	-19%
Code Inspections	162		197		2388		2,409		2,409	-1%
Nuisance Inspections	166		154		1520		1,569		1,569	-3%
Business License Inspections	8		16		176		121		121	45%
<b>TOTAL INSPECTIONS</b>	551		645		7402		7871		7871	-6%

N.C.I.





**FINANCIAL STATEMENT**  
August 2020

**RECEIPTS:**

Electric, Water, Tax, Sewer and Refuse Charge	\$3,072,674.96
Accounts Receivable - Miscellaneous	\$15,862.36
Customer's Deposits - Refundable	\$68,374.38
Misc Non-Operating Revenue	<u>\$2,859.57</u>
Total Receipts	\$3,159,771.27

FSCB Super-Now Account Interest (July 31, 2020)	\$1,949.41
FSCB Money Market Account Interest (July 31, 2020)	\$10,894.74
FSCB Electronic Payment Account Interest (July 31, 2020)	\$421.43
PCB Super-Now Account Interest (July 31, 2020)	\$0.06
Public Utility Cash In Bank (July 31, 2020)	<u>\$20,980,431.32</u>
Total Receipts and Cash In Bank	<u>\$24,153,468.23</u>

\$24,153,468.23

**DISBURSEMENTS:**

Power Purchased	\$1,749,739.76
Operating Expenses	\$163,885.74
Administrative and General Expenses	\$75,317.73
Payroll	\$169,998.05
Capital Expenditures	\$257,679.58
Stock Purchases (Inventory)	\$23,382.06
Balance of Customer's Deposits after Finals	\$36,881.85
Medical, Dental, Vision and Life Insurance Paid by Employees	\$13,978.53
Support Payment	\$0.00
U.S. Withholding Tax	\$22,278.67
Missouri Dept. of Revenue (Sales Tax)	\$43,383.94
Missouri Dept. of Revenue (Income Tax)	\$8,423.00
First State Community Bank (Social Security)	\$34,461.56
Sewer Service Charge	\$348,139.31
Refuse Service Charge	\$191,494.27
PILOT to City of Rolla	\$97,526.22
Purchase U.S. Treasury Bill / Certificates of Deposit	\$0.00
Standpipes Lease/Purchase	\$1,991.38
Construction in Progress	\$0.00
Unclaimed Deposits to State	\$7,049.18
Primacy Fees	\$0.00
Void Checks: CK #33224	<u>(\$124.82)</u>
Total Disbursements	\$3,245,486.01

Cash in Bank (August 31, 2020)	<u>\$20,907,982.22</u>
Total Disbursements and Cash In Bank	<u>\$24,153,468.23</u>

\$24,153,468.23

**BALANCE OF OTHER FUNDS:**

**PUBLIC UTILITY ACCOUNTS:**

Southern Bank, Check #1257 for \$454.37	\$2,000.00
Citizens Bank of Newburg, Check #1256 for \$187.23	\$2,000.00
First State Community Bank-Electronic Payment Account, Check #1042 for \$1,496,114.42	\$525,318.99
First State Community Bank-Money Market	\$267,543.64
First State Community Bank-General Fund, Checks #33178 thru #33269 for \$3,245,610.83	\$3,211,958.86
PCB-Super Now, Check #26335 for \$8,133.32	\$3,368.73
Town & Country Bank, Check #1257 for \$507.68	\$2,000.00
Total Public Utility Accounts	<u>\$4,014,190.22</u>

**ELECTRIC RESERVES:**

Certificates of Deposit	\$0.00
Money Market Account	\$13,795,583.00 FY20 Funded
U.S. Treasury Bills	<u>\$0.00</u>
Total Electric Reserves	\$13,795,583.00

**WATER RESERVES:**

Certificates of Deposit	\$0.00
Money Market Account	\$3,098,209.00 FY20 Funded
U.S. Treasury Bills	<u>\$0.00</u>
Total Water Reserves	\$3,098,209.00

**TOTAL RESERVES:** \$16,893,792.00

**TOTAL PUBLIC UTILITY ACCOUNTS AND RESERVES:** \$20,907,982.22

*IV. H. 1.*



STATISTICS

August 2020

PRODUCTION

Date of Demand	08/10/2020
Time of Demand	03:45 PM
Scada Demand	56,530.00
kWh Purchased	26,528,246
Total Cost	\$1,686,961.03 *
Cost per kWh	0.063591 *
Load Factor	62.6%

Pumped #2 Well	0
Pumped #3 Well	0
Pumped #4 Well	0
Pumped #5 Well	3,033,000
Pumped #6 Well	4,549,000
Pumped #7 Well	1,556,000
Pumped #8 Well	2,159,000
Pumped #9 Well	6,808,000
Pumped #10 Well	4,863,000
Pumped #11 Well	6,044,000
Pumped #12 Well	4,446,000
Pumped #13 Well	5,988,000
Pumped #14 Well	7,015,000
Pumped #15 Well	3,143,000
Pumped #16 Well	6,231,000
Pumped #17 Well	5,041,000
Pumped # 1 Ind Park Well	5,736,000
Pumped # 2 Ind Park Well	3,360,000
Total Gallons	69,972,000

METERS IN SERVICE	Electric	Water
Residential - Single Phase	7,979	6,391
Residential - Three Phase	23	20
Commercial - Single Phase	950	525
Commercial - Three Phase	487	299
Power Service	103	92
Industrial	6	2
Area Lighting	16	7
Street Lighting	28	1
Missouri S&T		5
PWSD #2		526
Total	9,592	7,868

ELECTRIC SALES

Residential - Single Phase kWh	8,478,652
Residential - Three Phase kWh	89,932
Commercial - Single Phase kWh	1,510,183
Commercial - Three Phase kWh	3,864,430
Power Service kWh	7,402,680
Industrial kWh	6,078,360
Area Lighting kWh	17,893
Street Lighting kWh	24,981
Rental Lights kWh	78,351
Total kWh Sold	27,545,462
Demand kW	26,813
Revenue	\$2,379,878.39
Monthly Gain	3.83%
Fiscal Year to Date Loss	4.70%

WATER SALES

Residential - Single Phase Gallons	28,678,000
Residential - Three Phase Gallons	134,000
Commercial - Single Phase Gallons	8,937,000
Commercial - Three Phase Gallons	5,133,000
Power Service Gallons	11,960,000
Industrial Gallons	858,000
Missouri S&T Gallons	5,872,000
PWSD #2 Gallons	2,732,000
Total Gallons Sold	64,304,000
Revenue	\$288,073.82
Pumping Cost, Electric	\$33,033.80
Monthly Unidentified Loss	4.64% **
Fiscal Year to Date Unidentified Loss	10.53% ***

Sewer Service Charge	\$408,782.54
Refuse Service Charge	\$192,413.46

Gross Payroll	\$230,468.38
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\* Energy losses are not included in this statistic and are estimated at an additional 12%.  
 \*\* Loss includes 2,423,500 gallons per water main flushing records.  
 \*\*\* FY loss includes 29,862,500 gallons per water main flushing records.

IV. A.2.

**Operation Manager's Report  
RMU Board of Public Works Meeting  
September 22, 2020**

**ELECTRIC**

- |  |  |
|--|--|
| E1. St. Maria's Tatandra (East of McCutchen Road and north of Liberty Drive) | - Installation of underground electric distribution system for new residential subdivision.<br>Started: July 30, 2019<br>Ongoing   |
| E2. 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.<br>Conversion of operating voltage in vicinity of Lynwood Drive and Morrell Avenue since reconfiguration of Kingshighway will eliminate current feed to this area.<br>Started: November 12, 2019<br>Ongoing |
| E3. Alfermann Substation   | - Modifications to accommodate sale of 138 kV assets to Ameren.<br>Started: July 23, 2020<br>Ongoing   |
| E4. 480 Silverleaf Lane  | - Installation of underground, single phase, primary to serve new residence.<br>Started: September 8, 2020<br>Completed: September 9, 2020   |
| N/A Missouri Public Utility Alliance Mutual Aid program                      | - Mutual aid requested through APPA and MPUA in response to Hurricane Laura.<br>Destination: Alexandria, LA<br>RMU staff: Eric Lonning, Jestin Casto, Tom Carroll, and Jared McBride<br>Started: August 27, 2020<br>Completed: September 4, 2020   |

**FIBER**

- |                                 |   |
|---------------------------------|---|
| F1. RMU Communications Building | - Installation of fiber between Business Office and Communications Building to allow for installation of equipment in Communications Building.<br>Started: May 7, 2020<br>Ongoing |
| F2. Sale of Assets to Ameren    | - Reconfiguration of fiber connections at north end of RMU transmission assets.<br>Started: July 10, 2020<br>Ongoing  |

**WATER**

- |   |   |
|---|---|
| W1. - Olive Street - Hwy 72 to 9 <sup>th</sup> Street<br>- 3 <sup>rd</sup> Street - Olive to Oak Streets<br>- Oak Street - 2 <sup>nd</sup> to 3 <sup>rd</sup> Streets | - Replacement of existing 4" and 6" mains with new 8" PVC mains.<br>Started: June 19, 2019<br>September 2019: The project is completed from 9 <sup>th</sup> Street to 5 <sup>th</sup> Street. The remaining will be completed in 2020.<br>Started: June 30, 2020<br>Ongoing |
|---|---|



**Operation Manager's Report  
RMU Board of Public Works Meeting  
September 22, 2020**

- W2. Kingshighway - Replacement of water main in conjunction with Move Rolla Transportation Development District improvements. TDD contractor performing most of the work with RMU crews completing system connections.  
Started: August 11, 2020  
Ongoing
- W3. Well 4 - New motor starter and disconnect panels.  
Started: August 27, 2020  
Completed: September 17, 2020
- W4. Service and main taps - 109 South Bishop (4" tap)

**TRAINING / PERSONNEL**

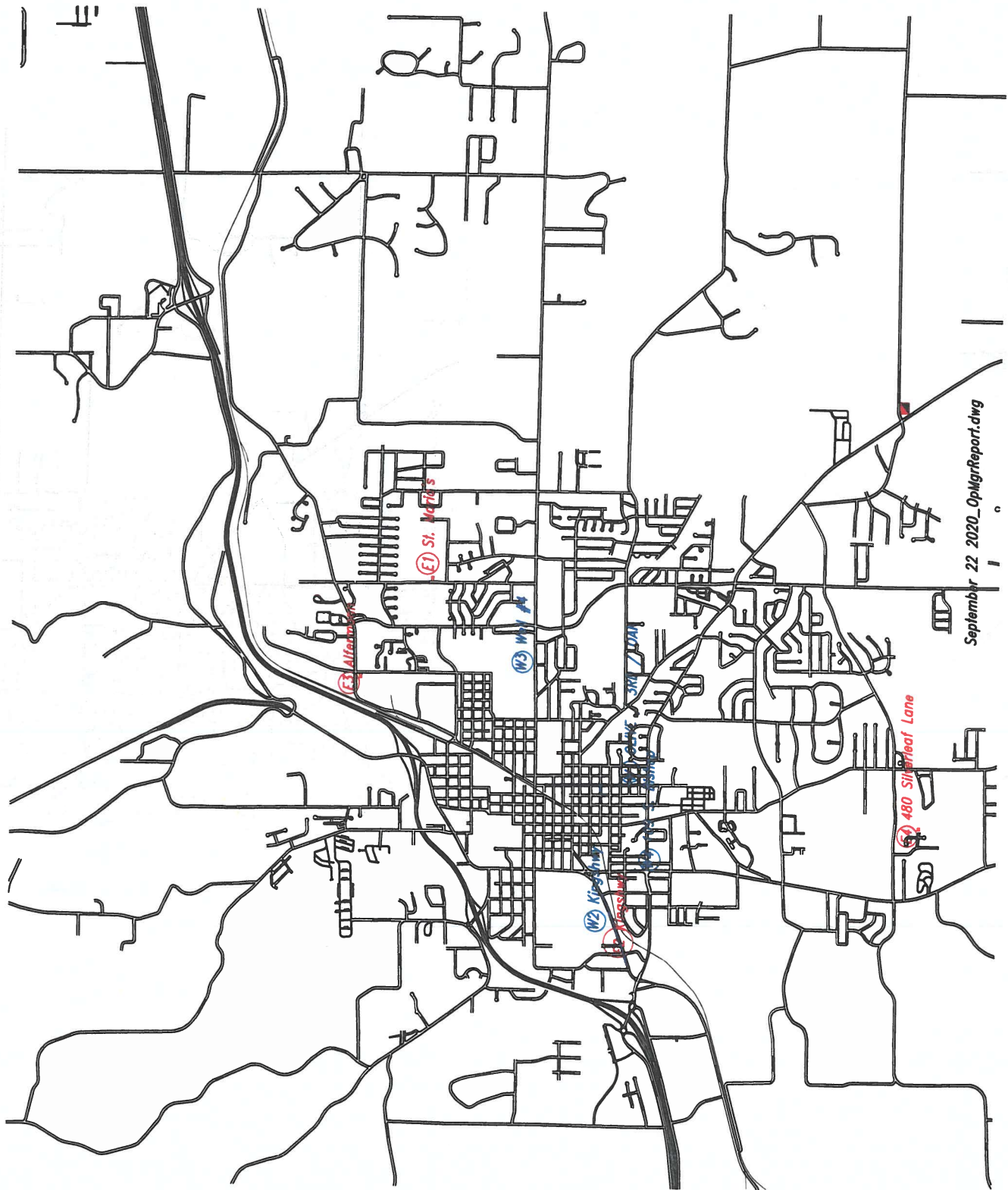
1. Missouri Public Utility Alliance (MPUA) Apprentice Lineman Training program  
Fulton, MO - 3 Phase Transformer / Troubleshooting (4<sup>th</sup> year)  
Attended by: Jeremy Brown  
August 25 to 27, 2020
2. Missouri Rural Water Association:  
Online training  
Ashland, MO - American Water Infrastructure Act ((AWIA)  
Attended by: Curt Reppond, Jason Bell, Alan Davis, and Robert Castle  
September 22, 2020
3. Service Department - Braden Tiddy: Laborer II  
Transferred: August 11, 2020

**MPUA / MoPEP UPDATE**

1. MoPEP Subcommittee on Services and Rates  
Columbia, MO (conference call) - Attended by: Chad Davis  
September 10, 2020

**MISCELLANEOUS**

1. Truck 8 - Bid approved at January 28, 2020 Board meeting: \$295,493.00  
Change Order #1 (extended warranty): ADD \$1,650  
Change Order #2 (equipment revisions): DEDUCT \$156.00  
Revised Total: \$296,987.00



September 22 2020\_OpMgReport.dwg

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**FINANCIAL STATEMENT**  
September 2020

**RECEIPTS:**

Electric, Water, Tax, Sewer and Refuse Charge	\$3,109,159.74
Accounts Receivable - Miscellaneous	\$51,060.72
Customer's Deposits - Refundable	\$32,430.00
Misc Non-Operating Revenue	<u>\$158,392.18</u>
Total Receipts	\$3,351,042.64

FSCB Super-Now Account Interest (August 31, 2020)	\$1,933.53
FSCB Money Market Account Interest (August 31, 2020)	\$10,901.67
FSCB Electronic Payment Account Interest (August 31, 2020)	\$535.72
PCB Super-Now Account Interest (August 31, 2020)	\$0.07
Public Utility Cash In Bank (August 31, 2020)	<u>\$20,907,982.22</u>
Total Receipts and Cash In Bank	

**\$24,272,395.85**

**DISBURSEMENTS:**

Power Purchased	\$1,719,962.62
Operating Expenses	\$141,173.48
Administrative and General Expenses	\$159,375.62
Payroll	\$197,042.52
Capital Expenditures	\$190,108.66
Stock Purchases (Inventory)	\$7,685.10
Balance of Customer's Deposits after Finals	\$21,064.62
Medical, Dental, Vision and Life Insurance Paid by Employees	\$13,978.53
Support Payment	\$0.00
U.S. Withholding Tax	\$29,609.95
Missouri Dept. of Revenue (Sales Tax)	\$47,850.15
Missouri Dept. of Revenue (Income Tax)	\$10,186.00
First State Community Bank (Social Security)	\$41,631.00
Sewer Service Charge	\$408,782.54
Refuse Service Charge	\$192,413.46
PILOT to City of Rolla	\$120,522.84
Purchase U.S. Treasury Bill / Certificates of Deposit	\$0.00
Standpipes Lease/Purchase	\$1,931.15
Construction in Progress	\$0.00
Utility Incentives	\$62,694.41
Unclaimed Deposits to State	\$0.00
Primacy Fees	\$0.00
Void Checks: CK #33224	<u>\$0.00</u>
Total Disbursements	\$3,366,012.65

Cash in Bank (September 30, 2020)	<u>\$20,906,383.20</u>
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**\$24,272,395.85**

**BALANCE OF OTHER FUNDS:**

**PUBLIC UTILITY ACCOUNTS:**

Southern Bank, Check #1258 for \$366.90	\$2,000.00
Citizens Bank of Newburg, Check #1257 for \$189.41	\$2,000.00
First State Community Bank-Electronic Payment Account, Check #1043 for \$1,700,870.98	\$262,935.89
First State Community Bank-Money Market	\$278,445.31
First State Community Bank-General Fund, Checks #33270 thru #33388 for \$3,366,012.65	\$3,462,669.21
PCB-Super Now, Check #26336 for \$9,932.48	\$2,540.79
Town & Country Bank, Check #1258 for \$359.05	<u>\$2,000.00</u>
Total Public Utility Accounts	\$4,012,591.20

**ELECTRIC RESERVES:**

Certificates of Deposit	\$0.00
Money Market Account	\$13,795,583.00 FY20 Funded
U.S. Treasury Bills	<u>\$0.00</u>
Total Electric Reserves	\$13,795,583.00

**WATER RESERVES:**

Certificates of Deposit	\$0.00
Money Market Account	\$3,098,209.00 FY20 Funded
U.S. Treasury Bills	<u>\$0.00</u>
Total Water Reserves	\$3,098,209.00

**TOTAL RESERVES:** \$16,893,792.00

**TOTAL PUBLIC UTILITY ACCOUNTS AND RESERVES:** \$20,906,383.20

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STATISTICS

September 2020

PRODUCTION

Date of Demand	09/08/2020
Time of Demand	03:25 PM
Scada Demand	52,860.00
kWh Purchased	23,375,691
Total Cost	\$1,743,090.27 *
Cost per kWh	0.074569 *
Load Factor	60.4%

Pumped #2 Well	0
Pumped #3 Well	0
Pumped #4 Well	0
Pumped #5 Well	2,582,000
Pumped #6 Well	5,948,000
Pumped #7 Well	1,820,000
Pumped #8 Well	2,780,000
Pumped #9 Well	2,581,000
Pumped #10 Well	3,601,000
Pumped #11 Well	5,870,000
Pumped #12 Well	3,426,000
Pumped #13 Well	5,606,000
Pumped #14 Well	5,595,000
Pumped #15 Well	5,053,000
Pumped #16 Well	5,619,000
Pumped #17 Well	5,369,000
Pumped # 1 Ind Park Well	5,432,000
Pumped # 2 Ind Park Well	1,351,000
Total Gallons	62,633,000

METERS IN SERVICE	Electric	Water
Residential - Single Phase	7,991	6,406
Residential - Three Phase	23	20
Commercial - Single Phase	950	525
Commercial - Three Phase	488	299
Power Service	103	92
Industrial	6	2
Area Lighting	16	7
Street Lighting	28	1
Missouri S&T		5
PWSD #2		521
Total	9,605	7,878

ELECTRIC SALES

Residential - Single Phase kWh	7,092,782
Residential - Three Phase kWh	125,542
Commercial - Single Phase kWh	1,242,600
Commercial - Three Phase kWh	3,213,945
Power Service kWh	6,321,930
Industrial kWh	5,159,440
Area Lighting kWh	17,919
Street Lighting kWh	24,733
Rental Lights kWh	78,141
Total kWh Sold	23,277,032
Demand kW	27,403
Revenue	\$2,026,600.64
Monthly Gain	0.42%
Fiscal Year to Date Loss	4.37%

WATER SALES

Residential - Single Phase Gallons	26,784,000
Residential - Three Phase Gallons	419,000
Commercial - Single Phase Gallons	7,403,000
Commercial - Three Phase Gallons	4,695,000
Power Service Gallons	9,835,000
Industrial Gallons	736,000
Missouri S&T Gallons	4,833,000
PWSD #2 Gallons	2,309,000
Total Gallons Sold	57,014,000
Revenue	\$259,884.12
Pumping Cost, Electric	\$31,318.99
Monthly Unidentified Gain	0.05% **
Fiscal Year to Date Unidentified Loss	9.60% ***

Sewer Service Charge	\$353,495.31
Refuse Service Charge	\$192,452.79
Gross Payroll	\$277,328.85

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

\*\* Loss includes 5,650,000 gallons per water main flushing records.

\*\*\* FY loss includes 35,512,500 gallons per water main flushing records.

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**Operation Manager's Report  
RMU Board of Public Works Meeting  
October 27, 2020**

**ELECTRIC**

- E1. 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  
Completed: October 22, 2020
  
- E2. 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. Conversion of operating voltage in vicinity of Lynwood Drive and Morrell Avenue since reconfiguration of Kingshighway will eliminate current feed to this area.  
Started: November 12, 2019  
Ongoing
  
- E3. Alfermann Substation - Modifications to accommodate sale of 138 kV assets to Ameren.  
Started: July 23, 2020  
Ongoing
  
- E4. Smoothie King (1903 North Bishop) - Installation of new transformer, overhead secondary, and metering.  
Started: September 28, 2020  
Completed: September 29, 2020
  
- E5. Sonic of Rolla (109 South Bishop) - Installation of new underground primary conductor, transformer, and metering.  
Started: October 2, 2020  
Completed: October 2, 2020
  
- E6. City of Rolla Southeast Wastewater Treatment Plant - Installation of pole, underground conductor, transformer, and metering in conjunction with plant upgrades.  
Started: October 6, 2020  
Ongoing:

**FIBER**

- F1. RMU Communications Building - Installation of fiber between Business Office and Communications Building to allow for installation of equipment in Communications Building.  
Started: May 7, 2020  
Ongoing
  
- F2. Sale of Assets to Ameren - Reconfiguration of fiber connections at north end of RMU transmission assets.  
Started: July 10, 2020  
Completed: October 14, 2020

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**Operation Manager's Report  
RMU Board of Public Works Meeting  
October 27, 2020**

**WATER**

- W1. - Olive Street - Hwy 72 to 9<sup>th</sup> Street  
- 3<sup>rd</sup> Street - Olive to Oak Streets  
- Oak Street - 2<sup>nd</sup> to 3<sup>rd</sup> 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<sup>th</sup> Street to 5<sup>th</sup> Street. The remaining will be completed in 2020.  
Started: June 30, 2020  
Ongoing
- W2. Kingshighway
- Replacement of water main in conjunction with Move Rolla Transportation Development District improvements. TDD contractor performing most of the work with RMU crews completing system connections.  
Started: August 11, 2020  
Ongoing
- W3. Service and main taps
- 1200 block of Lions Club Drive: 5 -1" service line taps

**TRAINING / PERSONNEL**

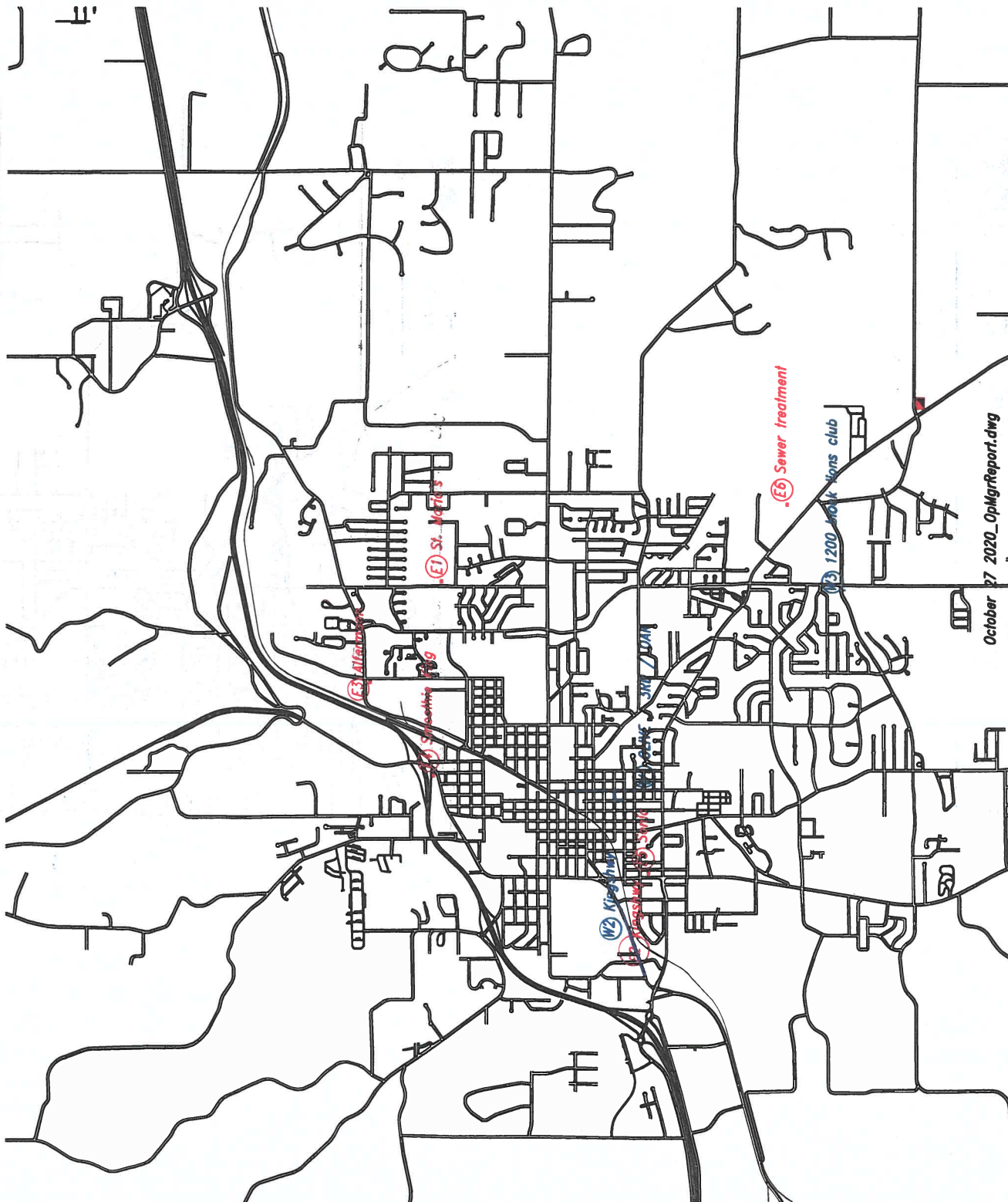
1. Survalent: Online training
- Annual User's Conference  
Attended by: Eric Seest and Nathan Randolph  
October 5 to 8, 2020
2. Missouri Water and Wastewater Conference: Online training  
Jefferson City, MO
- Aging Infrastructure and Upgrades & MDNR Updates  
Attended by: Alan Davis, Bruce Lineback, Curt Reppond, Kent Sbabo, and Jason Bell  
October 6, 2020
3. Service Department
- Timothy Sanders: Hired as Laborer II  
Effective: September 21, 2020  
Dale Brown: Hired as Engineer I  
Effective: October 19, 2020

**MPUA / MoPEP UPDATE**

1. MJMEUC Executive Committee  
Columbia, MO (conference call)
- Attended by: Chad Davis  
September 30, 2020
2. MPUA quarterly Board meetings  
Columbia, MO (conference call)
- Attended by: Chad Davis  
October 2, 2020
3. MoPEP Subcommittee on Services and Rates  
Columbia, MO (conference call)
- Attended by: Chad Davis  
October 19, 2020

**MISCELLANEOUS**

1. Street repairs for RMU water projects
- Various locations water service replacements and repair of water main leaks (September 30, 2020 invoice) - 127.83 tons: \$19,174.50



October 27 2020\_OpMgtReport.dwg

**REGULAR SESSION - August 25, 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 4:36 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.  
Secretary Dr. Wm. E. Showalter (via conference)  
Vice Secretary Ted Read
- 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 Administrative Assistant, Donna Alexander.

\* \* \* \* \*

**I. APPROVAL OF MINUTES**

Crump made a motion, seconded by Read, the minutes of the July 28, 2020, Board meeting Regular and Executive sessions 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 July 2020 (FY20).

Roberts reviewed the July 2020 report (FY20), with the following comparisons:

Month-to-Date comparison of July 2020 to July 2019

1. Operating Income increased \$91,960. Purchased Power expense decreased \$68,214; Operating Expenses increased \$31,519 resulting in an Operating Loss of \$27,772.25 which showed decreased Operating Loss of \$60,441; Total Other Income decreased \$61,913. Total Net Loss for July 2020 was \$6,558.17 which showed an increased Loss of \$1,472 in comparison to July 2019.

Year-to-Date (YTD) FY2020 and FY2019

• Operating Income decreased \$1,594,199. Purchased Power expense decreased \$718,183; Operating Expenses decreased \$410,374 resulting in an Operating Loss of \$795,230.87 which showed an increased loss of \$1,183,825; Total Other Income decreased \$175,179. Total Net Loss was \$310,081.56, an increased loss of \$1,359,004 in comparison to FY2019.

2. Roberts presented RMU's Financial Statement, Statistics report, and the Disbursement Summary for July 2020 which included the following public utility account checks and transfers:

<u>Public Utility Checks</u>	Phelps Co Bank - Super Now	Checks #26334
	First State Community Bank - General Fund	Checks #33069 - 33177
<u>Transfer of Funds</u>	First State Community Bank - Electronic Pmt Acct	Checks #1041
	Southern Bank	Checks #1256
	Citizens Bank of Newburg	Checks #1255
	Town & Country Bank	Checks #1256

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

**3. Miscellaneous.**

- Roberts made mention of receiving the MIRMA Certificate of Achievement Award for 2019 loss prevention evaluation. All safety requirements were met through the year resulting in a 100% score.
- Roberts pointed out corrections made to Area Lighting and Roadway Lighting rates sheets which were approved October 2019.
- As of Mid-August there was a net of \$5,893 in uncollectibles as compared to \$22,612 last year. The current trial balance reflects \$34,438 in delinquent utility bills that are over 60 days old. Approximately \$20,000 of these delinquencies are expected to roll over into uncollectibles. Roberts stated under the circumstances

IV.I.I.



- of this year and getting assistance to customers, the uncollectibles are not far from the totals of last year.
- Approximately \$6,000 has been used of the \$50,000 that RMU donated to Helping Hand.

**B. OPERATION MANAGER'S REPORT (Davis)**

**1. Updates on:**

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

- Development Review Committee Meeting.** Meeting was held August 18, 2020 with one agenda item request for re-zoning on Lions Club Drive.
- GIS Mapping Project.** Davis reported the GIS mapping project continues to progress. Discussions with the consultant continue to move forward with implementing operation in the field.
- Current RMU projects**

**ELECTRIC DEPARTMENT -**

- 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.
- 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. Conversion of operating voltage in vicinity of Lynwood Drive and Morrell Avenue since reconfiguration of Kingshighway will eliminate current feed to this area. Started, November 12, 2019. Ongoing.
- Alfermann Substation.** Modifications to accommodate sale of 138kV assets to Ameren. Started, July 23, 2020. Ongoing.

**FIBER -**

- RMU Communications Building.** Installation of fiber between Business Office and Communications Building to allow for installation of equipment in Communications Building. Started, May 7, 2020. Ongoing.
- Sale of Assets to Ameren.** Reconfiguration of fiber connections at north end of RMU transmission assets. Started, July 10 2020. Ongoing.

**WATER DEPARTMENT -**

- Olive Street - Hwy 72 to 9<sup>th</sup> Street.**  
**3<sup>rd</sup> Street - Olive to Oak Street.**  
**Oak Street - 2<sup>nd</sup> to 3<sup>rd</sup> Street.**  
Replacement of existing 4" and 6" mains with new 8" PVC mains. Started, June 19, 2019.  
- September 2019: The project is complete from 9<sup>th</sup> Street to 5<sup>th</sup> Street. The remaining portion will be completed in 2020. Started, June 30, 2020. Ongoing.
- Service and main taps** 1200 Missouri Avenue (1" service line)

**TRAINING/PERSONNEL -**

- Missouri Water and Wastewater Conference (online)** Jefferson City, MO.  
- Confined Space, Trenching and Shoring. Attended by: Jason Bell, Alan Davis, and Curt Reppond. July 28, 2020.  
- Job Site Safety Review. Attended by: Curt Reppond, Alan Davis, and Jason Bell. July 30, 2020.
- Missouri Public Utility alliance (MPUA)** Apprentice Lineman Training program, Fulton, MO.  
- Climbing, Bucket and Digger School (1<sup>st</sup> year). Attended by: Jared McBride, August 3-6, 2020.  
- CT/PT, Grounding, Terminating and Splicing URD School (3<sup>rd</sup> year). Attended by: Jay Roberts, August 18-20, 2020.
- Service Department:** Braden Tiddy transferred to Laborer II, August 11, 2020.

**MoPEP/MPUA UPDATE -**

- MPUA Strategic Planning Committee,** Columbia, MO (conference call) Attended by: Chad Davis, July 28, 2020 and August 13, 2020.
- MoPEP Committee,** Columbia, MO (conference call) Attended by: Chad Davis, August 13, 2020.
- MJMEUC Executive Committee,** Columbia, MO (conference calls) Attended by: Chad Davis, August 4, 2020 and August 21, 2020.

**2. Miscellaneous.**

- Street repairs for RMU water projects:**
  - Ashwood (July 29, 2020) - 12,241 sq ft: \$40,038.43
  - Highland (July 25, 2020) - 6,789 sq ft: \$20,876.00
  - Various locations (July 25, 2020) - 129.41 tons: \$19,411.50TOTAL: \$80,316.90
- Davis reported the annual leak detection project is underway with seven (7) leaks detected to date.
- Davis announced, with the upcoming storms occurring in Louisiana and Texas that MPUA mutual aid response will be put into place if needed with RMU being on a standby. RMU will be available to send a four

(4) man crew.

**C. GENERAL MANAGER'S REPORT** (*Bourne*)

1. Ameren Project Closing Date. Bourne reported AXTI expects to energize Dillon substation and the loop feed through Alfermann substation on November 16, 2020 however, AXTI has had a minor delay with the control building delivery. RMU transaction closing with AXTI is expected to occur sometime in December, 2020.
2. Planned use of surplus vehicles. Bourne reported that RMU has three vehicles left over from new vehicle purchases with a fourth to be added. He proposed the surplus vehicles be paired with each line truck to eliminate breaking down line trucks when employees take breaks and lunch.
3. MoPEP update:
  - Butler Solar Farm is approaching seven years in service which is the buyout phase of the project.
  - An Arkansas city has made a request to join the MoPEP pool. The request is being reviewed for any legal and financial implications prior to formal consideration.
  - The GrainBelt project is making progress on utility easements in Missouri and Kansas with eight (8) land agents working in the area. Agreements have been mailed to around half of the property owners.
4. Group Benefits Service (GBS) Insurance update. Bourne reported as of July 31<sup>st</sup>, GBS reported 65% loss ratio which is an improvement from the previous year. Renewal quotes are looking favorable with finalization after August.

**V. OLD BUSINESS** (*None*)

**VI. NEW BUSINESS**

- A. Demo Line Truck Purchase. Bourne reported that Terex provided a 2018 International 7400 demo line truck for RMU staff to test. The unit has low hours on both the chassis and PTO but will require the unit to be painted due to not matching other RMU fleet. Bourne has negotiated a purchase price of \$160,000 pending Board approval. Quoted prices on similar models are running in the \$170,000 range without as many options. The original sale price was \$230,000 for this unit. Staff recommendation is that the Board waive normal bid processes and approve the purchase of this unit in the amount of \$160,000. **Read made a motion, seconded by Crump, that the Board waive the normal bid process and approve the purchase of the unit in the amount of \$160,000.**

**Crump made a motion, seconded by Showalter, that the Board adjourn to Executive Session to discuss Legal under RSMo (Supp. 1997) Section 610.021 (1) and Personnel under RSMo (Supp.1997) Section 610.021 (3). Roll call vote was taken 5:10 p.m. Votes: Barrack, yes; Crump, yes; Showalter, yes; Read, yes.**

**VII. EXECUTIVE SESSION**


- A. Legal under RSMo (Supp. 1997) Section 610.021 (1)
- B. Personnel under RSMo (Supp. 1977) Section 610.021 (3).


**Read made a motion, seconded by Crump, that the meeting return to open session. Roll call vote taken at 6:12 p.m. Votes: Barrack, yes; Crump, yes; Showalter, yes; Read, yes.**

Bourne reported that the Board discussed Legal matters with no action taken. They also discussed personnel matter with action taken.

**VIII. ADJOURNMENT**

With no further business appearing, **Crump made a motion, seconded by Read, to adjourn the meeting. Motion passed unanimously. Meeting adjourned at 6:13 p.m.**

  
\_\_\_\_\_  
Nick Barrack, President

  
\_\_\_\_\_  
Dr. Wm. Eric Showalter, Secretary

*The Board's next meeting is scheduled for Tuesday, September 22, 2020 at 4:30 p.m.*

**REGULAR SESSION - September 22, 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 4:32 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.
- 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 Administrative Assistant, Donna Alexander.

\* \* \* \* \*

**I. APPROVAL OF MINUTES**

**Crump made a motion, seconded by Showalter, the minutes of the August 25, 2020, Board meeting Regular and Executive sessions 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 August 2020 (FY20). Roberts reviewed the August 2020 report (FY20), with the following comparisons:

Month-to-Date comparison of August 2020 to August 2019

- 1. Operating Income increased \$61,497. Purchased Power expense decreased \$55,588; Operating Expenses decreased \$11,894 resulting in an Operating Income of \$347,702.15 which showed an increase of \$73,391; Total Other Income decreased \$36,255. Total Net Income for August 2020 was \$369,288.76 which showed an increase of \$37,136 in comparison to August 2019.

Year-to-Date (YTD) FY2020 and FY2019.

- Operating Income decreased \$1,532,702. Purchased Power expense decreased \$773,770; Operating Expenses decreased \$422,267 resulting in an Operating Loss of \$447,528.72 which showed a increased loss of \$1,110,435; Total Other Income decreased \$211,434. Total Net Income was \$59,207.20, a decrease of \$1,321,869 in comparison to FY2019.

Roberts mentioned late fees and interest income being down due to the suspension which will resume in October.

- 2. Roberts presented RMU's Financial Statement, Statistics report, and the Disbursement Summary for August 2020 which included the following public utility account checks and transfers:

<u>Public Utility Checks</u>	Phelps Co Bank - Super Now	Checks #26335
	First State Community Bank - General Fund	Checks #33178 - 33269
<u>Transfer of Funds</u>	First State Community Bank - Electronic Pmt Acct	Checks #1042
	Southern Bank	Checks #1257
	Citizens Bank of Newburg	Checks #1256
	Town & Country Bank	Checks #1257

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

**B. OPERATION MANAGER'S REPORT (Davis)**

- 1. Updates on:

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

- a. Current RMU projects

IV. I. 3.

**ELECTRIC DEPARTMENT -**

- (E1) 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.
- (E2) 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. Conversion of operating voltage in vicinity of Lynwood Drive and Morrell Avenue since reconfiguration of Kingshighway will eliminate current feed to this area. Started, November 12, 2019. Ongoing.
- (E3) Alfermann Substation. Modifications to accommodate sale of 138kV assets to Ameren. Started, July 23, 2020. Ongoing.
- (E4) 480 Sliverleaf Lane. Installation of underground, single phase, primary to serve new residence. Started, September 8, 2020. Completed, September 9, 2020.
- (N/A) Missouri Public Utility Alliance Mutual Aid Program. Mutual aid requested through APPA and MPUA in response to Hurricane Laura.  
Destination: Alexandria, LA - RMU staff: Eric Lonning, Jestin Casto, Tom Carroll and Jared McBride. Started, August 27, 2020. Completed, September 4, 2020.

**FIBER -**

- (F1) RMU Communications Building. Installation of fiber between Business Office and Communications Building to allow for installation of equipment in Communications Building. Started, May 7, 2020. Ongoing.
- (F2) Sale of Assets to Ameren. Reconfiguration of fiber connections at north end of RMU transmission assets. Started, July 10, 2020. Ongoing.

**WATER DEPARTMENT -**

- (W1) Olive Street - Hwy 72 to 9<sup>th</sup> Street.  
3<sup>rd</sup> Street - Olive to Oak Street.  
Oak Street - 2<sup>nd</sup> to 3<sup>rd</sup> Street.  
Replacement of existing 4" and 6" mains with new 8" PVC mains. Started, June 19, 2019.  
- September 2019: The project is complete from 9<sup>th</sup> Street to 5<sup>th</sup> Street. The remaining portion will be completed in 2020. Started, June 30, 2020. Ongoing.
- (W2) Kingshighway. Replacement of water main in conjunction with Move Rolla Transportation Development District improvements. TDD contractor performing most of the work with RMU crews completing system connections. Started, August 11, 2020. Ongoing.
- (W3) Well #4. New motor starter and disconnect panels. Started, August 27, 2020. Completed, September 17, 2020.
- (W4) Service and main taps. 109 South Bishop (4" tap)

**TRAINING/PERSONNEL -**

1. Missouri Public Utility alliance (MPUA) Apprentice Lineman Training program, Fulton, MO.  
- 3 Phase Transformer/Troubleshooting (4<sup>th</sup> year). Attended by Jeremy Brown. August 25-27, 2020.
2. Missouri Rural Water Association: Online training, Ashland, MO. American Water Infrastructure Act (AWIA). Attended by: Curt Reppond, Jason Bell, Alan Davis, and Robert Castle. September 22, 2020.
3. Service Department: Braden Tiddy transferred to Laborer II, August 11, 2020.

**MoPEP/MPUA UPDATE -**

1. MoPEP Subcommittee on Services and Rates. Columbia, MO (conference call) Attended by Chad Davis. September 10, 2020.
2. Miscellaneous.
  1. Truck #8. Bid approved at January 28, 2020 board meeting: \$295,493.00.  
Change Order #1 (extended warranty) - Add \$1,650.00  
Change Order #2 (equipment revisions) - Deduct \$156.00  
Revised total - \$296,987.00

Davis mentioned that the water towers are currently being drained and checked with no issues being identified.

**C. GENERAL MANAGER'S REPORT (Bourne)**

1. Public Power Week.  
Public Power Week is October 4-10, 2020. Bourne announced the annual (5<sup>th</sup> yr) celebration would not take place due to Co-Vid 19. However, vouchers worth \$75, \$175, and \$275 will be awarded to three residential customers who complete a word search puzzle. A drawing will be held Friday, October 9, 2020 at 3:00 to determine the winners.

IV I.4.

2. MoPEP update.
  - Bourne reported the occurrence of the pool peak at 490.6MW on July 8, 2020 which is earlier than normal. The peak is down from last year due to weather and Co-Vid impacts.
  - Legal technicalities have developed that will potentially prevent the Arkansas city from joining MoPEP. Mutual beneficial options are being explored to help the power pool, the commission and the Arkansas city.
3. Miscellaneous

Bourne reported MIRMA representative, Kelly Beets announced that safety grants had been approved for the purchase of electric crimpers in the amount of \$7,500 along with a grant of approximately \$2,500 for voltage detectors.

V. OLD BUSINESS (None)

VI. NEW BUSINESS

A. RFB #20-115 Truck #10.

Davis presented a bid to purchase a replacement for Truck #10. Staff recommendation is to award the lower bidder Terex in the amount of \$229,246. **Crump made a motion, seconded by Showalter to approve the purchase to lower bidder Terex in the amount of \$229,246. Motion passed unanimously.**

B. Line Clearance Aerial Lift.

Bourne presented the prospective purchase of a 2016 line clearance aerial lift with 750 hours. The unit has been in use at our facility for the past month on a short term rental agreement. The purchase price is \$84,500 with the dealer giving a rental payment credit. A quote was received on a similar new unit of \$160,000 with comparable units of 5years old with 8,000 hours for \$65,000. Staff recommends the Board waive normal purchasing polices and approve the purchase of this unit from Custom Truck One Source in the amount of \$84,500. **Read made a motion, seconded by Showalter to waive normal purchasing procedures and approve the purchase in the amount of \$84,500. Motion passed unanimously.**

**Read made a motion, seconded by Crump, that the Board adjourn to Executive Session to discuss Legal under RSMo (Supp. 1997) Section 610.021 (1). Roll call vote was taken 5:03 p.m. Votes: Barrack, yes; Crump, yes; Showalter, yes; Read, yes.**

VII. EXECUTIVE SESSION

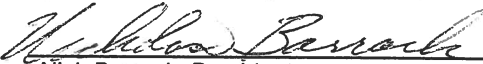
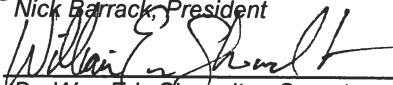
A. Legal under RSMo (Supp. 1997) Section 610.021 (1).

**Read made a motion seconded by Crump that the meeting return to open session. Roll call vote taken at 5:14 p.m. Votes: Barrack, yes; Crump, yes; Showalter, yes; Read, yes.**

Bourne announced the Board discussed legal matter in executive session with formal action taken.

VIII. ADJOURNMENT

With no further business appearing, **Read made a motion, seconded by Showalter, to adjourn the meeting. Motion passed unanimously. Meeting adjourned at 5:15 p.m.**

  
\_\_\_\_\_  
Nick Barrack, President  
  
\_\_\_\_\_  
Dr. Wm. Eric Showalter, Secretary

The Board's next meeting is scheduled for Tuesday, October 27, 2020 at 4:30 p.m.

**REGULAR SESSION - October 20, 2020**

~ Meeting was held in the Board Room at RMU's Tucker Professional Center at 5:00 p.m. ~

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

The meeting was called to order at 5:15 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.  
Secretary Dr. Wm. E. Showalter  
Vice Secretary Ted Read

RMU Staff: General Manager Rodney P. Bourne, P.E.  
Operations Manager Chad Davis, P.E. (via conference)

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

\* \* \* \* \*

**I. NEW BUSINESS**

**A. Insurance Renewal.**

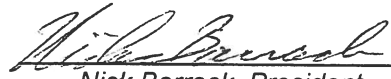
- Bourne reported that management met with GBS and GBS renewal information is included in your Board packet. RMU has recommended increasing the insurance premiums for the buy up plan by 2%, which is a consistent change that was made last year.
- Bourne reported that as of September 30, 2020, RMU has a \$86,960 Reserve Fund Balance with an 74% loss ratio for the prior year. Last year, RMU implemented a new program called Price MD. This program funnels some surgeries thru dedicated providers, which also helps discount costly prescriptions through "medical tourism." The original estimated savings were \$115k looking back at the previous year's claims. The program got off to a slow start and RMU hasn't seen the same level of savings we had hoped for to date.
- Bourne reported that RMU's renewal has a 0% change overall for our total exposure (Fixed Costs and Maximum Aggregate Liability). Management has executed the renewal with Sirius America pending final Board approval, which was a temporary fix to the renewal cost until special Board meeting. Since that execution, we're aware of a few other surgeries which will negatively affect our loss ratio and may have led to a higher cost renewal.
- Bourne reported that if RMU maintains an 80% loss ratio next year, we will still have a small reserve. If the loss ratio is higher, we may need to contribute additional funds to the program. If we continue to experience the same level of program utilization, or if we are unable to develop other cost saving measures, we will have to increase premiums next year.
- Bourne stated to increase Reserve funding levels we will need to continue encouraging:
  - More 90 day prescriptions (preferably mail order) for maintenance drugs;
  - Increase usage of the TeleDoc program or walk-in clinic instead of Emergency Room treatment.
  - Encourage usage of facilities with higher discount levels. Especially for Preferred Plan Benefits and Preventative Care. i.e. Quest Diagnostics for lab work, Homelink DME for Durable Medical Equipment, Livongo Diabetic Program, etc...
  - Finally, GBS will review our current arrangement with Phelps Health to determine any other cost savings.
- Bourne reviewed GBS renewal information included in the Board packet. The Board discussed the viability of the Buy-Up Plan due to the \$35K loss in this area. Bourne will inquire with GBS of how the overall cost would have changed if we did not offer this plan.

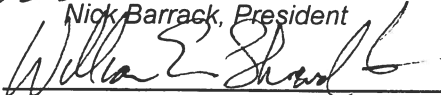
After a brief discussion, **Showalter made a motion, seconded by Read, that the Board approve GBS Renewal as presented with a 2% increase in Buy-Up Plan premiums. Motion passed unanimously.**

IV. I 6.

II. **ADJOURNMENT**

With no further business appearing, **Showalter made a motion, seconded by Crump, to adjourn the meeting. Motion passed unanimously. Meeting adjourned at 5:37 p.m.**

  
\_\_\_\_\_  
Nick Barrack, President

  
\_\_\_\_\_  
Dr. Wm. Eric Showalter, Secretary

*The Board's next meeting is scheduled for Tuesday, October 27, 2020 at 4:30 p.m.*





# Park Advisory Commission Meeting Minutes

September 23, 2020

Green Acres Pavilion, Green Acres Park

**Members Present:** Ken Kwantes, Susan Wrasmann, Sue Arnold, and Mike Fleishhauer

**Absent:** Andrew Meggitt and Larry Thomas

**Others Present:** Floyd Jernigan, Stan Busch, and Julie Rodgers

## 1. Call to Order

- Ken Kwantes called the meeting to order at 5:34 p.m.

## 2. Approval of Minutes

- Susan Wrasmann made a motion to approve the August 26, 2020, minutes. Sue Arnold seconded and the motion carried unanimously.

## 3. Old business

- Financials

Mr. Jernigan said the financials indicate we are down this month, but when you look at July/August total operating expenses for 2019 and 2020, and compare, there isn't a significant difference.

Eugene Northern rentals have started going strong again.

Prop P Sales Tax money is up in July and August over last year. It was down in June, but that difference was made up for in July and August. We held back on some of our big purchases due to financial uncertainty, but there ended up being no real negative impact because sales tax collections remained ahead of expectations.

Mr. Kwantes asked Mr. Jernigan for his analysis of SplashZone. Mr. Jernigan noted that there were 54 rentals in 2019 and only five in 2020. We only had Licking Shootout and church rentals. The Licking Shootout rentals still haven't shown up in our SplashZone revenue.

Despite the self-imposed attendance limits and reduced hours, we had a positive year. There were some filter issues at the first of the season which were remedied and some perceptions that cleaning needed to be more frequent, but we were cleaning every hour. We then tried to make cleaning tasks more visible, since perception is everything. Those perceptions disappeared after the first month. We had one reported potential exposure to COVID at Splash Zone, but no reported cases. Medical authorities agree that chlorine takes care of COVID issues instantly and being outside, wind currents help reduce exposure. Mr. Jernigan was pleased with the work of the lifeguards. "The young people stepped up and did a really good job. Head Guards did great."

He reported that we had about 50 dogs and owners at this year's Canine Plunge and had only one issue with a dog. After the Canine Plunge, we winterized SplashZone.

*IV . J. I.*

- Review of budget for new year

Mr. Jernigan said there were items we thought would be put off until this next fiscal year, but were able to be done due to the increased sales tax. We will redo backstops for Kimmel and Morgan ballfields. Mr. Jernigan asked Stan Busch for a time table on those. Mr. Busch said we will wait until softball season is over. We replaced eight picnic tables in the BerJuan Sports Complex. We have been working on culverts in the cemetery to prepare for the overlay project which will be about \$50,000. BerJuan Park Playground upgrade will likely be in excess of \$170,000, with some of that coming from Parks budget and some from Parkland money,. We will need to do a RFP, with emphasis on design rather than necessarily focusing on selecting lowest bid since this playground will be an all-inclusive, meaning the play aspects will be accessible for all abilities. We did not repair the Splash Zone slide this year because of cost, but we do plan on doing that for this coming year. We did have to go ahead and replace two pumps at SplashZone. The Frisco Train cameras are already done. We will have to get with CSE to give us access to camera feed on our computers. Within the Parks Maintenance budget is about \$6500 for tree plantings and another \$4,000 plus for removal of dead trees. City wide, we will spend more than that on plantings. Public Works Director Steve Hargis and the Engineering Department plan to continue the city's remediation project along the stream, and also along Kingshighway.

Mr. Kwantes asked Mike Fleishhauer to talk about their presentation at City Council on Monday for Tree City USA. Mr. Kwantes remarked about the beautiful sign and the nice banner. He said Mr. Fleishhauer did a superb job on his presentation talking about trees, such as the green ash borer problem in our trees, as well as the shag bark hickory. Mr. Kwantes said that Mr. Fleishhauer and Mr. Jernigan did a lot of work. Also, without help from Public Works Department, we couldn't have accomplished becoming a Tree City. Mr. Jernigan asked the group for suggestions of locations for the two signs we received. It was agreed that Buehler Park would be a good location with high visibility. Other possible locations included CVS on Highway 63, the Trail Head at O Hwy, on Highway 72 at the entrance to Green Acres Park, or at the intersection of Highways 63 and 72 near AT&T. Mr. Fleishhauer said the new University Drive entrance on Hwy 63 would also be a good location. Mr. Kwantes also suggested the Rolla city limit sign on I-44. It was discussed that MoDOT has stringent regulations for signage, so approval would have to be obtained for placement of most areas suggested. It was also agreed that we need to look into obtaining more signs, if possible. Mr. Kwantes noted there are proprietary issues with these signs, so they, more than likely, must be purchased through National Arbor Foundation.

#### 4. New Business

- Director's update

Mr. Jernigan singled out several areas in the narrative. There are eight different MS&T study groups thus far that have contacted Rolla City Parks and City Planner, Tom Coots, regarding projects they want to design. Mr. Jernigan said we have met with almost half of the groups so far. We are supposed to meet with four more tomorrow, and another group on Friday.

Projects include a botanical/historical garden and walking path, new parking at Green Acres, multipurpose fields above the stormwater detention area at Tory, and a soccer complex at Southview. They also have a project for possible baseball fields at Hi-Point Industrial Park. Mr. Jernigan said the groups will also do a presentation for the Park Advisory Commission. Mr. Kwantes asked if we could make a suggestion to these groups. He talked about Penny Park in the 5<sup>th</sup> Ward, behind Walmart and south of new 72 extension. They are cut off from Ridgeview and residents can't cross Highway 72. Mr. Kwantes thinks they need a playground there. Penny Park's main feature is a sinkhole and likely would need an engineering study to see if it could be filled. At present, it's a vacant overgrown wooded lot with very uneven topography on Penny Lane. Mr. Kwantes suggested that some of the groups could tackle that. Mr. Jernigan noted that the Rolla Parks Department will have another Open House. Prop P is coming up in 2023. We'll retain part, but we will lose a sizable amount of tax money when the bulk of that tax sunsets. We have 17 playgrounds; we have done four. We really need something at SplashZone to be able to compete with other aquatic options in the area. We need to work on the trail, and any extension and continuation will be a six figure cost. There remain a number of improvement needs to existing facilities. Mr. Jernigan noted we need to show the public what we've done with their dollars at that open house and how we've been fiscally responsible with their money. Due to COVID concerns, we could do a virtual Open House, which would involve our IT Department. Mr. Kwantes asked when we would want to do the Open House. Mr. Jernigan said February or possibly November on 2021. He suggested a Tuesday or Thursday with times in the afternoon and early evening. Given the current climate of the virus, Mr. Kwantes said he thinks the key would be a virtual Open House.

#### 5. Commission comments

Mr. Kwantes said that development of a pump park would be a good thing for Rolla. He spoke positively of a BMX Bike facility such as Steve Hargis had spoken of for Rolla. Mr. Kwantes said we need to make it clear what we're doing and that we're trying to be good stewards of the tax money. Mr. Kwantes asked the group for suggestions.

Mr. Kwantes said we've done so many good things to improve the parks, but so much more needs to be done. We need new lights in the ballfields. People want more trails. There is talk about linking the Deible Loop on through the cemetery. He said it would likely cause traffic issues. He noted that there is much more walking and biking going on with COVID. Mr. Kwantes added that it takes more money for maintenance. He asked Stan Busch to speak on maintenance tasks. Mr. Busch listed tasks staff now does with current trails and parks.

Mr. Kwantes asked if anyone had anything else for the good of the order and asked for input on the date of the next meeting. Mr. Jernigan mentioned that the next regular meeting would be November. Group agreed upon Nov. 18, via Zoom, at 5:30 p.m.

#### 6. Adjournment

- The meeting adjourned at 6:20 p.m.



CITY OF ROLLA  
CASH ANALYSIS REPORT  
July 31, 2020

**GENERAL FUND**

CASH IN BANK	\$	418,342.81
NIB GENERAL FUND	\$	185,895.02
RISK MANAGEMENT RESERVE	\$	-
RISK MANAGEMENT RESERVE - CDARS	\$	-
CASH - BAIL BONDS	\$	-
ROLLA MUNICIPAL COURT	\$	300.00
ASI FLEX 125	\$	13,498.09
CASH - HEALTH ACCOUNT	\$	-
TIF ACCOUNT - EATS	\$	101,569.04
TIF ACCOUNT - PILOT	\$	33.56
CASH - PAID UNDER PROTEST	\$	15.12
INVESTMENTS - GENERAL FUND	\$	182,273.89
MMA - GENERAL FUND RESERVE REBUILD	\$	711,218.05
POLICE EVIDENCE FUNDS	\$	12,554.48
SEIZURES & FORFEITURES	\$	95,480.76
ANIMAL CONTROL SHELTER COMM PARTNER	\$	129,031.15
ANIMAL CONTROL SHELTER RESERVE	\$	583,011.19
ANIMAL CONTROL SHELTER RESERVE CDAR	\$	-
PROPERTY FIRE DAMAGE ACCOUNT	\$	49.44
ANIMAL CONTROL SHELTER COMM PARTNER - ENDOW	\$	-
DISASTER RESPONSE	\$	-
GENERAL FUND CREDIT CARD ACCOUNT	\$	89,579.75
US BANK ESCROW	\$	-
INVESTMENTS - CDS	\$	-
EAC ACCOUNT	\$	303.85
<b>GENERAL FUND TOTALS</b>	<b>\$</b>	<b>2,523,156.20</b>

**SEWER FUND**

CASH IN BANK	\$	383,438.60
NIB GENERAL FUND	\$	477.54
RISK MANAGEMENT RESERVE	\$	-
SEWER FUND MMA	\$	253,113.17
SEWER FUND MMA CDARS	\$	-
SEWER FUND DEPREC & RESERVE	\$	500,917.55
INVESTMENTS - GENERAL FUND	\$	3,640.05
GENERAL FUND CREDIT CARD ACCOUNT	\$	1,304.32
US BANK ESCROW	\$	-
INVESTMENT - CDS	\$	-
<b>SEWER FUND TOTALS</b>	<b>\$</b>	<b>1,142,891.23</b>

**ENVIRONMENTAL SERVICES FUND**

CASH IN BANK	\$	892,796.91
NIB ENV SVS FUND	\$	30.00
RISK MANAGEMENT RESERVE	\$	-
INVESTMENTS - GENERAL FUND	\$	-
GENERAL FUND CREDIT CARD ACCOUNT	\$	1,079.79
MMA PCB	\$	794,191.41
ENV SVS CC	\$	75,036.01
INVESTMENT - CDS	\$	-
<b>ENV SVS FUND TOTALS</b>	<b>\$</b>	<b>1,763,134.12</b>

**AIRPORT FUND**

CASH IN BANK	\$	(483,138.96)
NIB GENERAL FUND	\$	278,441.42
RISK MANAGEMENT RESERVE	\$	-
GENERAL FUND CREDIT CARD ACCOUNT	\$	1,736.90
INVESTMENTS - MMA	\$	17,420.75
INVESTMENTS - MMA (BREWER LEASE AGREE)	\$	21,580.00
INVESTMENTS - MMA CDARS	\$	-
<b>AIRPORT FUND TOTALS</b>	<b>\$</b>	<b>(163,959.89)</b>

*IV K.I.*

CITY OF ROLLA  
CASH ANALYSIS REPORT  
July 31, 2020

**CEMETERY FUND**

CASH IN BANK	\$	-
CASH - MMA	\$	371,936.81
CASH - MMA CDARS	\$	-
INVESTMENTS - RESTRICTED	\$	-
<b>CEMETERY FUND TOTALS</b>	<b>\$</b>	<b>371,936.81</b>

**STREET FUND**

CASH IN BANK	\$	279,187.70
NIB GENERAL FUND	\$	214,328.89
RISK MANAGEMENT RESERVE	\$	-
US BANK - ESCROW	\$	-
GENERAL FUND MMA	\$	-
CASH - MMA	\$	830,007.38
INVESTMENT - CDS	\$	-
<b>STREET FUND TOTALS</b>	<b>\$</b>	<b>1,323,523.97</b>

**RECREATION FUND**

CASH IN BANK	\$	(1,013,609.26)
RISK MANAGEMENT RESERVE	\$	-
INVESTMENTS - GENERAL FUND	\$	-
GENERAL FUND CREDIT CARD ACCOUNT	\$	300.00
DEPR RES & EQUIP - MMA	\$	1,984,874.70
DEPR RES & EQUIP - MMA CDARS	\$	-
INVESTMENT - CDS	\$	-
INVESTMENTS - SALES TAX	\$	-
INVESTMENTS - SALES TAX CDARS	\$	-
CENTRE CC	\$	7,609.73
<b>RECREATION FUND TOTALS</b>	<b>\$</b>	<b>979,175.17</b>

**HEALTH INSURANCE FUND**

HEALTH INSURANCE RESERVE	\$	560,544.74
HEALTH INSURANCE RESERVE CDARS	\$	-
GENERAL FUND CREDIT CARD ACCOUNT	\$	17,720.67
<b>HEALTH FUND TOTALS</b>	<b>\$</b>	<b>578,265.41</b>

**PARK FUND**

CASH IN BANK	\$	46,851.45
RISK MANAGEMENT RESERVE	\$	-
INVESTMENTS - PARK SALES TAX	\$	214,893.89
<b>PARK FUND TOTALS</b>	<b>\$</b>	<b>261,745.34</b>

**PARK LAND RESERVE FUND**

CASH IN BANK	\$	43,484.68
PARK LAND RESERVE ACCOUNT	\$	79,159.87
<b>PARK LAND RESERVE FUND TOTALS</b>	<b>\$</b>	<b>122,644.55</b>

**GRAND TOTAL ALL FUNDS** **\$ 8,902,512.91**

ANY AND ALL FINANCIAL RECORDS ARE OPEN TO THE PUBLIC

*IV. K. 2.*

CITY OF ROLLA  
REVENUE/EXPENDITURE REPORT - UNAUDITED  
July 31, 2020  
83% of Year

	<u>CURRENT BUDGET</u>	<u>YTD ACTUALS</u>	<u>BUDGET BALANCE</u>	<u>% OF BUDGET</u>
<b><u>GENERAL FUND</u></b>				
REVENUES	\$ 11,896,814.00	\$ 9,354,383.11	\$ 2,542,430.89	78.6%
EXPENDITURES				
GENERAL ADMINISTRATIVE	\$ 660,106.00	\$ 424,899.67	\$ 235,206.33	64.4%
ADMINISTRATION	\$ 303,275.00	\$ 255,839.53	\$ 47,435.47	84.4%
LIBRARY	\$ 278,145.00	\$ 226,572.38		81.5%
FINANCE	\$ 597,255.00	\$ 507,908.44	\$ 89,346.56	85.0%
LEGAL	\$ 64,900.00	\$ 51,795.26	\$ 13,104.74	79.8%
COURT	\$ 87,503.00	\$ 69,476.55	\$ 18,026.45	79.4%
TELECOMMUNICATIONS	\$ 1,155,430.00	\$ 940,209.25	\$ 215,220.75	81.4%
ANIMAL CONTROL	\$ 148,155.00	\$ 118,798.88	\$ 29,356.12	80.2%
POLICE	\$ 3,795,863.00	\$ 3,162,832.81	\$ 633,030.19	83.3%
FIRE	\$ 3,118,200.00	\$ 2,490,709.32	\$ 627,490.68	79.9%
EDGAR SPRINGS FIRE	\$ -	\$ -	\$ -	#DIV/0!
ESFD HOLDING CO	\$ -	\$ -	\$ -	#DIV/0!
ROLLA RURAL FIRE	\$ -	\$ 406,845.97	\$ (406,845.97)	#DIV/0!
BUILDING SERVICES	\$ 87,025.00	\$ 68,409.50	\$ 18,615.50	78.6%
ENGINEERING	\$ 818,325.00	\$ 585,777.22	\$ 232,547.78	71.6%
COMMUNITY DEVELOPMENT	\$ 440,140.00	\$ 351,505.00	\$ 88,635.00	79.9%
ECONOMIC DEVELOPMENT	\$ 163,550.00	\$ 78,455.68	\$ 85,094.32	48.0%
TOTAL EXPENDITURES	<u>\$ 11,717,872.00</u>	<u>\$ 9,740,035.46</u>	<u>\$ 1,926,263.92</u>	83.1%
REVENUES OVER/UNDER EXPENDITURES	\$ 178,942.00	\$ (385,652.35)	\$ 616,166.97	
<b><u>SEWER FUND</u></b>				
REVENUES	\$ 31,037,900.00	\$ 2,454,664.02	\$ 28,583,235.98	7.9%
EXPENDITURES	<u>\$ 7,506,900.00</u>	<u>\$ 3,597,042.89</u>	<u>\$ 3,909,857.11</u>	47.9%
REVENUES OVER/UNDER EXPENDITURES	\$ 23,531,000.00	\$ (1,142,378.87)	\$ 24,673,378.87	
<b><u>ENVIRONMENTAL SERVICES FUND</u></b>				
REVENUES	\$ 3,307,040.00	\$ 2,674,669.55	\$ 632,370.45	80.9%
EXPENDITURES				
RECYCLING	\$ 562,675.00	\$ 458,866.35	\$ 103,808.65	81.6%
SANITATION	\$ 2,708,750.00	\$ 1,693,336.16	\$ 1,015,413.84	62.5%
VEHICLE MAINTENANCE	\$ 419,910.00	\$ 350,485.37	\$ 69,424.63	83.5%
TOTAL EXPENDITURES	<u>\$ 3,691,335.00</u>	<u>\$ 2,502,687.88</u>	<u>\$ 1,188,647.12</u>	67.8%
REVENUES OVER/UNDER EXPENDITURES	\$ (384,295.00)	\$ 171,981.67	\$ (556,276.67)	
<b><u>AIRPORT FUND</u></b>				
REVENUES	\$ 3,560,650.00	\$ 386,956.20	\$ 3,173,693.80	10.9%
EXPENDITURES	<u>\$ 3,626,840.00</u>	<u>\$ 451,247.37</u>	<u>\$ 3,175,592.63</u>	12.4%
REVENUES OVER/UNDER EXPENDITURES	\$ (66,190.00)	\$ (64,291.17)	\$ (1,898.83)	

IV . K . 3 .

CITY OF ROLLA  
REVENUE/EXPENDITURE REPORT - UNAUDITED  
July 31, 2020  
83% of Year

	<u>CURRENT BUDGET</u>	<u>YTD ACTUALS</u>	<u>BUDGET BALANCE</u>	<u>% OF BUDGET</u>
<b><u>CEMETERY FUND</u></b>				
REVENUES	\$ 17,000.00	\$ 7,714.64	\$ 9,285.36	45.4%
EXPENDITURES	\$ 65,000.00	\$ -	\$ 65,000.00	0.0%
REVENUES OVER/UNDER EXPENDITURES	\$ (48,000.00)	\$ 7,714.64	\$ (55,714.64)	
<b><u>STREET FUND</u></b>				
REVENUES	\$12,909,600.00	\$ 6,504,725.76	\$ 6,404,874.24	50.4%
EXPENDITURES				
STREET	\$ 4,757,365.00	\$ 2,429,275.26	\$ 2,328,089.74	51.1%
TDD	\$ 8,207,000.00	\$ 4,397,255.04	\$ 3,809,744.96	53.6%
TOTAL EXPENDITURES	\$12,964,365.00	\$ 6,826,530.30	\$ 6,137,834.70	
REVENUES OVER/UNDER EXPENDITURES	\$ (54,765.00)	\$ (321,804.54)	\$ 267,039.54	
<b><u>RECREATION FUND</u></b>				
REVENUES	\$ 1,078,000.00	\$ 401,054.92	\$ 676,945.08	37.2%
EXPENDITURES				
GUEST SERVICES	\$ 134,650.00	\$ 66,543.32	\$ 68,106.68	49.4%
RECREATION	\$ 194,035.00	\$ 78,970.09	\$ 115,064.91	40.7%
AQUATICS	\$ 252,510.00	\$ 238,303.37	\$ 14,206.63	94.4%
FITNESS	\$ 182,720.00	\$ 128,408.44	\$ 54,311.56	70.3%
ADMINISTRATION	\$ 505,070.00	\$ 215,093.86	\$ 289,976.14	42.6%
MAINTENANCE	\$ 293,710.00	\$ 241,423.18	\$ 52,286.82	82.2%
TOTAL EXPENDITURES	\$ 1,562,695.00	\$ 968,742.26	\$ 593,952.74	62.0%
REVENUES OVER/UNDER EXPENDITURES	\$ (484,695.00)	\$ (567,687.34)	\$ 82,992.34	
<b><u>PARK FUND</u></b>				
REVENUES	\$ 1,496,800.00	\$ 1,264,859.77	\$ 231,940.23	84.5%
EXPENDITURES				
ADMINISTRATION	\$ 171,330.00	\$ 162,031.87	\$ 9,298.13	94.6%
MAINTENANCE	\$ -	\$ -	\$ -	
PARKS	\$ 985,450.00	\$ 714,072.31	\$ 271,377.69	72.5%
ROLLA DOG PARK	\$ -	\$ -	\$ -	
SPLASHZONE	\$ 224,800.00	\$ 184,447.10	\$ 40,352.90	82.0%
OUTDOOR RECREATION	\$ 152,110.00	\$ 110,254.15	\$ 41,855.85	72.5%
TOTAL EXPENDITURES	\$ 1,533,690.00	\$ 1,170,805.43	\$ 362,884.57	76.3%
REVENUES OVER/UNDER EXPENDITURES	\$ (36,890.00)	\$ 94,054.34	\$ (130,944.34)	
<b><u>PARK LAND RESERVE FUND</u></b>				
REVENUES	\$ 2,700.00	\$ 328.11	\$ 2,371.89	12.2%
EXPENDITURES	\$ 15,000.00	\$ -	\$ 15,000.00	0.0%
REVENUES OVER/UNDER EXPENDITURES	\$ (12,300.00)	\$ 328.11	\$ (12,628.11)	



**CITY OF ROLLA  
CITY COUNCIL AGENDA**

**DEPARTMENT HEAD: Steve Hargis**

**ACTION REQUESTED: Ordinance/Final Reading**

**ITEM/SUBJECT: City of Doolittle Sewer Treatment Intermunicipal Agreement**

**BUDGET APPROPRIATION (IF APPLICABLE) N/A**

**DATE: 11/2/2020**

\*\*\*\*\*

**COMMENTARY:** The cities of Rolla and Doolittle entered into an agreement in 1994 to treat Doolittle’s “gray water” from a proposed septic tank step system.

In 2000 the inter-municipal agreement was updated to allow for both unmetered and metered accounts in the City of Doolittle. Doolittle self-reported their usage and number of connections. In 2000 the “unmetered rate” was based on average usage of 6,000 gallons per day per household and based on 67% of the City of Rolla’s user rate.

The arrangement worked fairly well up until 2018 when Rolla converted to a “Service Availability Fee” that was to cover the cost to maintain our collection system and an additional variable rate based on usage to cover our cost to treat wastewater.

Beginning January 1, 2021 the rate charged for sewer users in Rolla will be \$5.40 per 1000 gallons used for treatment and a “Service Availability Fee” of \$12.00 per month. The “unmetered rate” is now based on a current average of 4,070 gallons of water per month (\$33.41 per month).

On July 19<sup>th</sup> of this year we installed an electronic flow measuring device to measure Doolittle’s true flow. Based on the readings over several months, we are treating on average 20,700 gallons per day.

We are proposing a new agreement with Doolittle whereby we measure the flow at the plant and bill them accordingly.

The proposed Intermunicipal Agreement recognizes the new flow meters. The rate Doolittle will pay will be the rate establish by Rolla City Code Section 35-126 Basic User Rate for Metered Users. That rate is currently \$5.40 per 1000 gallons. The agreement also requires Doolittle to reimburse the City of Rolla for materials for the new flow meter and maintenance. The 5 year agreement would be reviewed by December 13, 2025. There are also requirements for the City of Doolittle to enact an ordinance for use of public sewer consistent with DNR and City of Rolla regulations.

Staff recommends approval of the Ordinance authorizing the Mayor to enter into the agreement with Doolittle.

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 CERTAIN INTERMUNICIPAL AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND THE CITY OF DOOLITTLE, MISSOURI PERTAINING TO SEWER TREATMENT.

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 certain Intermunicipal Agreement pertaining to sewer treatment, between the City of Rolla, Missouri and the City of Doolittle, Missouri, 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 2<sup>nd</sup> DAY OF NOVEMBER 2020.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY COUNSELOR

V.A.2.

EXHIBIT A

**INTERMUNICIPAL AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between the City of Doolittle, Missouri, a municipal corporation, herein after referred to as Doolittle and the City of Rolla, Missouri, a municipal corporation, hereafter referred to as Rolla; this agreement is to be deemed effective as of \_\_\_\_\_, \_\_\_\_\_, 2020.

**WITNESSETH:**

**WHEREAS**, Rolla and Doolittle entered into the original sewer agreement authorized by Resolution No. 1224 dated November 7, 1994, AND

**WHEREAS**, Rolla and Doolittle modified the original sewer agreement authorized by Resolution No. 1376 dated May 1, 2000, AND

**WHEREAS**, the parties desire an extension of the agreement for wastewater services.

**NOW, THEREFORE**, for and in consideration of the covenants contained herein, the 2000 agreement between Rolla and Doolittle is amended as follows:

**Section 1: Prior Agreements:**

All other prior agreements between Rolla and Doolittle for wastewater services are deleted in their entirety and replaced with sections below:

**Section 2: Provision of Wastewater Sewer Treatment Services:**

- a. Definitions:
  - Normal Domestic Wastewater** – wastewater from any residential or commercial property that does not contain any water used in a manufacturing process.
  - Industrial User** – Sewer user that discharges any water used in a manufacturing process.
- b. Rolla agrees to accept “Normal Domestic Wastewater” from Doolittle and to convey and treat same.
- c. Wastewater from Doolittle shall be received by Rolla at the headworks of the Rolla Southwest Wastewater Treatment Plant and treated in accordance with Discharge Permit MO-0047023.
- d. Rolla agrees to accept all “Normal Domestic Wastewater” users who desire to connect to the system operated by Doolittle. All industrial users desiring to connect to the system shall be reviewed by Rolla to assure the nature of the effluent meets all regulations and requirements and can be served within the capacity made available to Doolittle. A separate agreement between Rolla, Doolittle, and the industrial user will be required prior to Rolla accepting any discharge from the industrial user. Doolittle shall not extend sewer service outside of their corporate limits.
- e. The characteristic of the wastewater discharged to Rolla shall be in conformity with the ordinances and regulations pertaining to the use of the wastewater system of Rolla and in accordance with all state and federal laws, rules and regulations including the requirements for pretreatment, whichever is the most restrictive. Wastewater not in conformity with such rules and regulations shall not be permitted to flow through the sewer system of Doolittle into Rolla’s wastewater treatment system.
- f. The City of Doolittle will pass and approve the sewer use ordinance as shown in Exhibit A of this agreement.
- g. Beginning with the execution of the this agreement The City of Doolittle shall submit a user inventory and shall submit on an annual basis a revised user inventory by January 1<sup>st</sup> of each subsequent year of this agreement term.
- h. All new connections to the sewer system will require the completion of the Industrial User Survey shown in Exhibit B by the party seeking to connect to the sewer system prior to connection. Those surveys must be sent to Rolla monthly.

V.A.3.

**Section 3: Collection Facilities:**

Doolittle shall have full responsibility for the sewer collection system west of the headworks, including the costs incurred by Rolla for future repairs to the meter at the Rolla Southwest Wastewater Treatment Plant. Rolla will be responsible for the cost to calibrate the meter once per year. Doolittle's responsibility shall extend to making every effort to determine the type and number of connections, and to actual sewer use from facilities other than residential. Doolittle shall make every effort to limit inflow and infiltration into their collection system in order to avoid sending storm water into the Rolla Southwest Wastewater Treatment Plant.

**Section 4: Terms of Agreement:**

This contract shall be in effect through December 31, 2025 by mutual agreement. By agreement of both Rolla and Doolittle this agreement may be extended.

**Section 5: Cancellation of Agreement:**

This agreement may be terminated by either party for any reason upon giving no less than two years prior notice.

**Section 6: Rates:**

For treatment of wastewater, Doolittle shall pay Rolla monthly. This payment will be based on the actual metered flow measured at the headworks of the Rolla Southwest Treatment Plant. The charge for this treatment shall be based on the rate per 1,000 gallons established in Section 35-126 Basic User Rate for Metered Users of the Rolla City Code. The present rate is \$5.25/1000 gallons. In the event the meter is temporarily out of service the daily flows shall be calculated by using the average daily flow for the previous three months.

Any industrial user will be required to enter into an additional agreement with Rolla and Doolittle. The rate for treatment will be determined by that agreement.

Nothing in any agreement shall remove Doolittle's obligation to comply with all applicable State and Federal laws regarding the General Pretreatment Regulations or the City of Rolla's ordinance ARTICLE XIV PRETREATMENT FOR INDUSTRIAL WASTEWATER USERS.

The City of Doolittle will be invoiced by the City of Rolla at the end of each month for sewer use. In addition the materials cost of \$5,865.00 for the meter, to meter the flow from Doolittle, will be paid by Doolittle in increments of \$488.75 per month for 12 months.

**Section 7: Indemnification:**

Subject to and without waiving Sovereign Immunity, Doolittle will hold harmless Rolla and its agents, employees, and representatives from all liability and claims of liability arising out of or incident to Rolla's performance of its obligations under this agreement, excepting intentional misconduct or negligence of Rolla. Doolittle further warrants and agrees that all data and information provided to Rolla in conjunction with Rolla's performance of its obligations hereunder, is true and correct.

**Section 8: Insurance:**

Annually or upon expiration of policy, Doolittle shall provide Rolla with a Certificate of Insurance and a copy of the policy endorsements. The certificate shall name Rolla as additional insured regarding any and all sewer activities within those areas controlled by Doolittle. The policy shall carry liability coverage with a combined single limit of one million dollars (\$1,000,000.00) per occurrence.

**Section 9: Equal Employment Opportunity:**

V. A. 4.

Rolla and Doolittle 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.

**Section 10: Compliance with Applicable Law and Regulation:**

In Rolla and Doolittle'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.

**Section 11: Conflict of Interest:**

No member of the governing body or board of Doolittle or Rolla, 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 this agreement.

**Section 12: Authority to Enter into Agreements – Binding Affect:**

Both Rolla and Doolittle 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. Doolittle shall provide a copy of document authorizing Mayor to sign agreement.

**Section 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.

**Section 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 of Rolla  
Attn: City Administration  
PO Box 979  
Rolla, MO 65402

City of Doolittle  
Attn: Mayor  
380 Eisenhower Street  
Rolla, MO 65401

**Section 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.

**Section 16: Successor:**

In the event of any occurrence rendering Doolittle incapable of performing under this contract, any successor of Doolittle, whether the results of legal process, assignments, or otherwise, shall succeed to the rights of Doolittle hereunder.

**Section 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.

**Section 18: Delinquent Fees.**

The parties agree that it is intended that all charges be paid within 60 days, and both parties agree any fees unpaid will require Rolla significant time and expense in recovering its damages. Further, the Parties agree that any user charges shall be due at such time specified by Rolla and shall, if not paid within 60 days, become

V.A.S.

delinquent and shall bear interest at the statutory rate from the date of delinquency until paid. In the event of any litigation arising from or related to this Agreement, or the services provided under this Agreement, Rolla shall be entitled to recover from the user all reasonable costs incurred due to such delinquency including staff time, court costs, attorneys' fees, and all other related expenses incurred in such litigation.

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

CITY OF DOOLITTLE

CITY OF ROLLA

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
Attest, CITY CLERK

\_\_\_\_\_  
Attest, CITY CLERK

\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
CITY ATTORNEY

V.A.6.

EXHIBIT A

ORDINANCE NUMBER

CITY OF DOOLITTLE  
MISSOURI ORDINANCE NO.

AN ORDINANCE RELATING TO THE REQUIRED USE OF A PUBLIC SEWER SYSTEM.

BE IT ORDAINED by the City of Doolittle, Missouri, that:

SECTION ONE. USE OF PUBLIC SEWERS REQUIRED

(A) It shall be unlawful for any person to place, deposit, or permit to be deposited in any unsanitary manner on public or private property within the City of Doolittle, Missouri, or in any area under the jurisdiction of the City of Doolittle, Missouri, any human or animal excrement, garbage, or other objectionable waste.

(B) It shall be unlawful to discharge to any natural outlet within the City of Doolittle, Missouri, or in any area under the jurisdiction of the City of Doolittle, Missouri, any waste water or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this ordinance.

(C) Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, private septic tank, cesspool, or other facility intended or used for the disposal of waste water.

(D) The owner of all houses, buildings, or properties used for human employment, recreation, or other purposes, situated within the City of Doolittle, Missouri, and abutting on any street, alley, or right of way in which there is now located or may in the future be located a public sanitary or combined sewer of the City of Doolittle, Missouri, is hereby required at his expense to install suitable toilet facilities therein, and to connect such facilities directly with the proper public sewer in accordance with this ordinance, all to be done within ninety (90) days after date of official notice to do so, provided that said public sewer is within five hundred (500) feet of the property line.

(E) The notice required by this section is the same type notice as is required by Chapter 443 RSMo 1986 as amended for foreclosures of Missouri deeds of trust.

V.A.7.

**SECTION TWO. PRIVATE WASTE WATER DISPOSAL.**

(A) Where a public sanitary or combined sewer is not available under the provisions of this ordinance, the building sewer shall be connected to a private waste water disposal system complying with the provisions of this ordinance.

(B) Before commencement of construction of a private waste water disposal system, the owner shall first obtain a written permit signed by the proper authorities of the City of Doolittle, Missouri. The application for such permit shall be made on a form furnished by the City of Doolittle, Missouri, which the applicant shall supplement by any plans, specifications, and other information as are deemed necessary by that authority of the City of Doolittle, Missouri.

(C) A permit for a private waste water disposal system shall not become effective until the installation is completed to the satisfaction of the proper authority for the City of Doolittle, Missouri. The City shall be allowed to inspect the work at any stage of construction, and, in any event, the applicant for the permit shall notify the City when the work is ready for final inspection, and before any underground portions are covered. The inspection shall be made within four (4) working hours of receipt of said notice by the City of Doolittle, Missouri, and the receipt of such notice can only be received during ordinary business hours of the City of Doolittle, Missouri. The cost of the permit and inspection required by this section shall be determined by the City of Doolittle, Missouri.

(D) The type, capacities, location, and layout of a private waste water disposal system shall comply with all current recommendations of the Division of Health of the State of Missouri; the Division of Natural Resources; and the Environmental Protection Agency. No septic tank or cesspool shall be permitted to discharge to any natural outlet.

(E) At such time as a public sewer becomes available to a property served by a private waste water disposal system, as provided in this ordinance, a direct connection shall be made to the public sewer in compliance with this ordinance, and at that time any septic tanks which are not part of the municipal system, cesspools and similar private waste water disposal facilities shall be abandoned and filled with suitable material as called for by the Division of Health of the State of Missouri; the Division of Natural Resources; and the Environmental Protection Agency.

(F) The owner of any private waste water facility shall operate said facility in a sanitary manner pursuant to current recommendations of the Division of Health of the State of Missouri; the



Division of Natural Resources; and the Environmental Protection Agency at all times, at no expense to the City of Doolittle, Missouri.

(G) No statement contained in this ordinance shall be construed to interfere with any additional requirements that may be imposed by the Division of Health of the State of Missouri; the Division of Natural Resources; and the Environmental Protection Agency.

(H) When a public sewer becomes available, any building sewer shall be connected to said public sewer within sixty (60) days and the private waste water disposal system shall be cleaned of sludge and filled with clean bank run gravel or dirt.

**SECTION THREE.** BUILDING SEWERS AND CONNECTIONS.

(A) No person or legal entity shall uncover, make any connections with or opening into, use, alter or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the City of Doolittle, Missouri.

(B) All costs and expenses incidental to the connection to any and public sewer shall be borne by the owner. The owner shall indemnify the City of Doolittle, Missouri, for any loss or damage that may directly or indirectly be suffered by the City of Doolittle, Missouri, due to the installation of said sewer.

**SECTION FOUR.** All persons violating the provisions of this ordinance shall be guilty of a violation of a city ordinance of the City of Doolittle, Missouri, and upon conviction be fined not less than twenty-five dollars (\$25.00), nor more than five hundred dollars ((\$500), and shall be required to pay court costs and attorney's fees incurred by the City of Doolittle, Missouri, in any such action. For purposes of this section, each calendar day of violation shall be considered a new and separate offense.

**SECTION FIVE.** In the event there is more than one person or entity involved in any party hereto, all singular words used herein with reference to any party shall be construed as plural, if the case so warrants, and all parties are referred to in the masculine gender.

V.A.9.

**SECTION SIX. PROHIBITING THE DISCHARGE OF CERTAIN WATERS AND WASTES TO PUBLIC SEWERS**

No person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewers:

- a. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas.
- b. Any waters or wastes containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process, which constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the sewage treatment plant, including but not limited to cyanides in excess of two (2) mg/l as CN in the wastes as discharged to the public sewer.
- c. Any waters or wastes having a pH lower than 6, or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works.
- d. Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails and paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.

**SECTION SEVEN. CERTAIN SUBSTANCES, MATERIALS, ETC. WHICH MAY BE PROHIBITED FROM DISCHARGE BY CITY OF ROLLA; FACTORS TO BE CONSIDERED.**

Any waters or wastes having (1) a five (5) day biochemical oxygen demand greater than 300 parts per million by weight, or (2) containing more than 350 parts per million by weight of suspended solids, or (3) having an average daily flow greater than two (2) percent of the average sewage flow of the city, shall be subject to the review of the City of Rolla. Where necessary in the opinion of the City of Rolla, the owner shall provide, at his expense, such preliminary treatment as may be

necessary to (1) reduce the biochemical oxygen demand to 300 parts per million by weight, or (2) reduce the suspended solids to 350 parts per million by weight, or (3) control the quantities and rates of discharge of such waters or wastes. Plans, specifications, and any other pertinent information relating to proposed preliminary treatment facilities shall be submitted for the approval of the City of Rolla and no construction of such facilities shall be commenced until said approvals are obtained in writing.

No person shall discharge or cause to be discharged the following described substances, materials, waters, or wastes if it appears likely in the opinion of the City of Rolla that such wastes can harm either the sewers, sewage treatment process, or equipment, can have an adverse effect on the receiving stream, or can otherwise endanger life, limb, public property, or constitute a nuisance. In forming his opinion as to the acceptability of these wastes, the City of Rolla will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature of the sewage treatment process, capacity of the sewage treatment plant, degree of treatability of wastes in the sewage treatment plant, and other pertinent factors. The substances prohibited are:

- a. Any liquid or vapor having a temperature higher than one hundred-fifty (150) °F (65°C).
- b. Any waters or wastes containing fats, wax, grease or oils, whether emulsified or not, in excess of one hundred (100) mg/l or containing substances which may solidify or become viscous at temperatures between thirty-two (32) and one hundred-fifty (150)°F (0 and 65°C).
- c. Any garbage that has not been properly shredded. The installation and operation of any garbage grinder equipped with a motor of three-fourths (3/4) horsepower or greater shall be subject to review and approval of the City of Rolla.
- d. Any waters or wastes containing strong acid iron pickling wastes or concentrated plating solutions whether neutralized or not.
- e. Any waters or wastes containing iron, chromium, copper, zinc, and similar objectionable or toxic substances; or wastes exerting an excessive chlorine requirement, to such degree that any such material received in the composite sewage at the sewage treatment works exceeds the limits established by the City of Rolla for such materials.

- f. Any waters or wastes containing phenols or other taste- or odor-producing substances, in such concentrations exceeding limits which may be established by the City of Rolla as necessary, after treatment of the composite sewage, to meet the requirements of state, federal, or other public agencies of jurisdiction for such discharge to the receiving waters.
- g. Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the City of Rolla in compliance with applicable state or federal regulations.
- h. Any waters or wastes having a pH in excess of 9.5.
- i. Any mercury or any of its compounds in excess of 0.0005 mg/l as Hg at any time except as permitted by the City of Rolla in compliance with applicable state and federal regulations.
- j. Any cyanide in excess of 0.025 mg/l at any time except as permitted by the City of Rolla in compliance with applicable state and federal regulations.
- k. Materials which exert or cause:
  - 1. Unusual concentrations of inert suspended solids (such as, but not limited to, Fullers earth, lime slurries, and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride or sodium sulfate);
  - 2. Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions);
  - 3. Unusual BOD (chemical oxygen demand) or chlorine requirements in such quantities as to constitute a significant load on the sewage treatment works;
  - 4. Unusual volume of flow or concentration of wastes constituting "slugs" as defined herein.
- l. Waters or wastes containing substances which are not amenable to treatment or reduction by the sewage treatment processes employed, or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.

**SECTION EIGHT.** ACTION OF CITY OF ROLLA UPON DISCHARGE OR PROPOSED DISCHARGE OF WATERS OR WASTES AS ENUMERATED IN

V.A.12.

SECTION EIGHT AND DEEMED UNACCEPTABLE.

If any waters or wastes are discharged, or are proposed to be discharged to the public sewers, which waters contain the substances or possesses the characteristics enumerated in Section Eight of this Article, and which in the judgment of the City of Rolla, may have a deleterious effect upon the sewage works, processes, equipment or receiving waters, or which otherwise create a hazard to life to constitute a public nuisance, the City of Rolla may:

- a. Reject the wastes;
- b. Require pretreatment to an acceptable condition for discharge to the public sewers;
- c. Require control over the quantities and rates of discharge; and/or
- d. Require payment to cover the added cost of handling and treating the wastes not covered by existing sewer charges under the provision of Article IX.

If the City of Rolla permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the City of Rolla, and subject to the requirements of all applicable codes, ordinances, and laws.

SECTION NINE GREASE, OIL AND SAND INTERCEPTORS; WHEN REQUIRED, APPROVAL AND ACCESSIBILITY.

Grease, oil, and sand interceptors shall be provided when, in the opinion of the City of Doolittle, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand, or other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the City of Doolittle, and shall be located as to be readily and easily accessible for cleaning and inspection. Every person in the city of Doolittle required by this Ordinance to install a grease, oil and sand interceptor shall permit the City of Doolittle or any person he shall designate to inspect the interceptors. If in the opinion of the City of Doolittle or the person he shall designate, the interceptor is not functioning adequately as installed to clean liquid waste, the City of Doolittle or his designee shall issue a summons noting the date of inspection, the reasons for failure, and any required remedial action. After the expiration of ten days from the date of inspection and issuance of summons, in the event the interceptor has not

been rendered capable of passing inspection, the owner shall be deemed to have created a nuisance as defined in other sections of the Doolittle City Code, and the City of Doolittle shall be empowered to proceed as in that Chapter.

#### **SECTION TEN. INDUSTRIAL USERS**

Definitions:

**Industrial User** – Sewer user that discharges any water used in a manufacturing process. All industrial users desiring to connect to the sewer system shall be reviewed by the City of Rolla to assure the nature of the effluent meets all regulations and requirements and can be served within the capacity made available. A separate agreement between Rolla, Doolittle, and the industrial user will be required prior to connecting to the sewer system.

#### **SECTION ELEVEN.**

After the date of the passage and approval of this ordinance, Ordinance Number 79 of the City of Doolittle, Missouri, passed February 14, 1995, shall be deemed to have been superseded and repealed by this ordinance and Ordinance Number 79 shall have no legal efficacy whatever.

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

V.A.14.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DOOLITTLE, MISSOURI, AND  
APPROVED BY THE MAYOR THIS    DAY OF            2020.**

**APPROVED:**

---

**MAYOR**

**ATTEST:**

---

**CITY CLERK**

**APPROVED AS TO FORM:**

---

**CITY COUNSELOR**

*V.A.15.*

EXHIBIT B

Industrial User Survey  
City of Rolla

Return to: Darin Pryor

\_\_\_\_\_

Address:  
PO Box 979  
Rolla, MO 65402

\_\_\_\_\_

**SECTION A – GENERAL INFORMATION**

1. Facility Name:

a. Operator Name:

b. Is the operator identified in 1.a., the owner of the facility?     Yes     No

If no, provide the name and address of the owner:

2. Facility Address:

Street: \_\_\_\_\_

City: \_\_\_\_\_                      State: \_\_\_\_\_    Zip: \_\_\_\_\_

3. Business Mailing Address:

Street or P.O. Box: \_\_\_\_\_

City: \_\_\_\_\_                      State: \_\_\_\_\_    Zip: \_\_\_\_\_

4. Designated signatory authority of the facility:

[Attach similar information for each authorized representative]

Name: \_\_\_\_\_                      Phone # \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_                      State: \_\_\_\_\_    Zip: \_\_\_\_\_

5. Designated facility contact:

Name: \_\_\_\_\_                      Phone # \_\_\_\_\_

Title: \_\_\_\_\_

V.A.16.



## EXHIBIT B

**SECTION B – BUSINESS ACTIVITY**

1. If your facility employs or will be employing processes in any of the industrial categories or business activities listed below (regardless of whether they generate wastewater, waste sludge, or hazardous wastes), place a check beside the category of business activity (check all that apply).

**Industrial Categories**

- Aluminum Forming
- Asbestos Manufacturing
- Battery Manufacturing
- Can Making
- Canned and Preserved Fruit and Vegetable Processing
- Canned and Preserved Seafood
- Carbon Black Manufacturing
- Cement Manufacturing
- Centralized Waste Treatment
- Coal Mining
- Coil Coating
- Concentrated Animal Feeding Operation and Feedlots
- Concentration Aquatic Animal Production
- Copper Forming
- Dairy Product Processing or Manufacturing
- Electric and Electronic Components Manufacturing
- Electroplating
- Explosives Manufacturing
- Fertilizer Manufacturing
- Ferroalloy Manufacturing
- Foundries (Metal Molding and Casting)
- Glass Manufacturing
- Grain Mills
- Gum and Wood Chemicals Manufacturing
- Hospital
- Ink Formulation
- Inorganic Chemicals
- Iron and Steel
- Landfill
- Leather Tanning and Finishing
- Meat and Poultry Products
- Metal Finishing
- Metal Products and Machinery
- Mineral Mining and Processing
- Nonferrous Metals Forming
- Nonferrous Metals Manufacturing
- Oil and Gas Extraction
- Ore Mining
- Organic Chemicals Manufacturing
- Paint and Ink Formulating
- Paving and Roofing Manufacturing

V.A.17.

## EXHIBIT B

- Pesticides Chemical Manufacturing, Formulating, and/or Packaging
- Petroleum Refining
- Pharmaceutical Manufacturing
- Phosphate Manufacturing
- Photographic Processing
- Plastic and Synthetic Materials Manufacturing
- Porcelain Enameling
- Printed Circuit Board Manufacturing
- Pulp, Paper, and Fiberboard Manufacturing
- Rubber Manufacturing
- Soap and Detergent Manufacturing
- Steam Electric Power Generating
- Sugar Processing
- Textile Mills
- Timber Products
- Transportation Equipment Cleaning
- Waste Combustors
- Other (Describe) \_\_\_\_\_

2. Give a brief description of all operations at this facility including primary products or services (attach additional sheets if necessary):

## EXHIBIT B

**SECTION C – WASTEWATER DISCHARGE INFORMATION**

1. Does (or will) this facility discharge any wastewater other than from restrooms to the City sewer?

Yes -- If the answer to this question is “yes,” complete the remainder of the application.

No -- If the answer to this question is “no,” skip to **Signature** on last page.

2. If batch discharge occurs or will occur, indicate: [facilities may estimate.]

a. Number of batch discharges \_\_\_\_\_ (per day)

b. Average discharge per batch \_\_\_\_\_ (GPD)

4. Schematic Flow Diagram – For each major activity in which process wastewater is or will be generated, draw a diagram of the **flow of materials, products, water, and wastewater** from the start of the activity to its completion, showing all unit processes. Indicate which processes use water and which generate wastestreams. Include the average daily volume and maximum daily volume of each wastestream [new facilities may estimate]. If estimates are used for flow data this **must** be indicated. Use these numbers when showing this unit processes in the building layout in the next paragraph.

5. List average wastewater discharge, maximum discharge, and type of discharge (batch, continuous, or both), for each plant process. Include the reference number from the process schematic that corresponds to each process. [New facilities should provide estimates for each discharge].

No.	Process Description	Average Flow (GPD)	Maximum Flow (GPD)	Type of Discharge (batch, continuous, none)

6. List the average wastewater discharge, maximum discharge, and type of discharge (batch, continuous, or both) for each of nonprocess wastewater flows (i.e., cooling tower blowdown, boiler blowdown)

No.	Nonprocess Description	Average Flow (GPD)	Maximum Flow (GPD)	Type of Discharge (batch, continuous, none)

V.A.19.

## EXHIBIT B


**SECTION F – CHARACTERISTICS OF DISCHARGE**

For all pollutants, indicate whether the pollutant is known to be present (P), suspected to be present (S), or known not to be present (O), by placing the appropriate letter in the column for average reported values. Indicate on either the top of each table, or on a separate sheet, if necessary.

New dischargers should use the table to indicate what pollutants will be present or are suspected to be present in proposed wastestreams by placing a P (expected to be present), S (may be present), or O (will not be present) under the average reported values.

Pollutant	Present?
Acenaphthene	
Acrolein	
Acrylonitrile	
Benzene	
Benzidine	
Carbon Tetrachloride	
Chlorobenzene	
1,2,4-Trichlorobenzene	
Hexachlorobenzene	
1,2-Dichloroethane	
1,1,1-Trichloroethane	
1,1,2,2-Tetrachloroethane	
Chloroethane	
Bis(2-Chloroethyl)ether	
17 Bis (chloro methyl) ether	
2-Chloroethyl vinyl Ether	
2-Chloronaphthalene	
2,4,6-Trichlorophenol	
Parachlorometa cresol	
Chloroform	
2-Chlorophenol	
1,2-Dichlorobenzene	
1,3-Dichlorobenzene	
1,4-Dichlorobenzene	
3,3'-Dichlorobenzidine	
1,1-Dichloroethylene	
1,2-Trans-Dichloroethylene	
2,4-Dichlorophenol	
1,2-Dichloropropane	
1,2-Dichloropropylene	
Pollutant	Present?
1,3-Dichloropropylene	
2,4-Dimethylphenol	
2,4-Dinitrotoluene	

V. A. 20.

## EXHIBIT B

2,6-Dinitrotoluene	
1,2-Diphenylhydrazine	
Ethylbenzene	
Fluoranthene	
4-Chlorophenyl Phenyl Ether	
4-Bromophenyl Phenyl Ether	
Bis(2-Chloroethyl)ether	
Bis(2-chloroethoxy)methane	
Methylene Chloride	
Methyl Chloride	
Bromoform	
Dichlorobromomethane	
Chlorodibromomethane	
Hexachlorobutadiene	
Hexachlorocyclopentadiene	
Isophorone	
Naphthalene	
Nitrobenzene	
Nitrophenol	
2-Nitrophenol	
4-Nitrophenol	
2,4-Dinitrophenol	
4,6-Dinitro-O-Cresol	
N-Nitrosodimethylamine	
N-Nitrosodiphenylamine	
N-Nitrosodi-N-Propylamine	
Pentachlorophenol	
Phenol	
Bis(2-ethylhexyl)phthalate	
Butylbenzyl Phthalate	
Di-N-Butyl Phthalate	
Di-N-Octyl Phthalate	
Diethyl Phthalate	
Dimethyl Phthalate	
Benzo(a)anthracene	
Benzo(a)pyrene	
3,4-Benzofluoranthene	
Benzo(k)fluoranthene	
Chrysene	
Acenaphthylene	
Anthracene	
Benzo(ghi)perylene	
Fluorene	
Phenanthrene	
Dibenzo(a,h)anthracene	
Indeno(1,2,3-cd)pyrene	
Pyrene	
Tetrachloroethylene	
Toluene	
<b>Pollutant</b>	<b>Present?</b>
Trichloroethylene	
Vinyl Chloride	
Aldrin	

V. A. 21.

## EXHIBIT B

Dieldrin	
Chlordane	
4,4'-DDT	
4,4'-DDE	
4,4'-DDD	
Alpha-Endosulfan	
Beta-Endosulfan	
Endosulfan Sulfate	
Endrin	
Endrin Aldehyde	
Heptachlor	
Heptachlor Epoxide	
Alpha-BHC	
Beta-BHC	
Gamma-BHC	
Delta-BHC	
PCB-1242	
PCB-1254	
PCB-1221	
PCB-1232	
PCB-1248	
PCB-1260	
PCB-1016	
Toxaphene	
(TCDD)	
Asbestos	
Acidity	
Alkalinity	
Bacteria	
BOD3	
Chloride	
Chlorine	
Fluoride	
Hardness	
Magnesium	
NH3-N	
Oil and Grease	
TSS	
TOC	
Kjeldahl N	
Nitrate N	
Nitrite N	
Organic N	
Orthophosphate P	
Phosphorous	
Sodium	
Specific Conductivity	
Sulfate (SO4)	
Sulfide (S)	
<b>Pollutant</b>	<b>Present?</b>
Sulfite (SO3)	
Antimony	
Arsenic	

V.A. 22.

## EXHIBIT B

Barium	
Beryllium	
Cadmium	
Chromium	
Copper	
Cyanide	
Lead	
Mercury	
Nickel	
Selenium	
Silver	
Thallium	
Zinc	
Any additional pollutants regulated by state or local laws:	

**SECTION G - TREATMENT**

1. Is any form of wastewater treatment (see list below) practiced at this facility?
  - Yes
  - No
  
2. Is any form of wastewater treatment (or changes to an existing wastewater treatment) planned for this facility within the next three years?
  - Yes, describe:
  - No
  
3. Treatment devices or processes used or proposed for treating wastewater or sludge (check as many as appropriate).
  - Air flotation
  - Centrifuge

V.A. 23.

EXHIBIT B

- Chemical precipitation
- Chlorination
- Cyclone
- Filtration
- Flow equalization
- Grease or oil separation, type:
- Grease trap
- Grinding filter
- Grit removal
- Ion exchange
- Neutralization, pH correction
- Ozonation
- Reverse osmosis
- Screen
- Sedimentation
- Septic tank
- Solvent separation
- Spill protection
- Sump
- Rainwater diversion or storage
  
- Biological treatment, type: \_\_\_\_\_
- Other chemical treatment, type: \_\_\_\_\_
- Other physical treatment, type: \_\_\_\_\_
- Other, type: \_\_\_\_\_

**SECTION H – FACILITY**

1. Shift Information

Work days   Mon   Tues   Wed   Thur   Fri   Sat   Sun

Shifts per work day \_\_\_\_\_

Employees per shift      1<sup>st</sup>      \_\_\_\_\_  
    2<sup>nd</sup>      \_\_\_\_\_  
    3<sup>rd</sup>      \_\_\_\_\_

2. Have you been issued any Federal, State, or local environmental permits?

- Yes
- No

*V. A. 24.*



EXHIBIT B

If yes, please list the permit(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Authorized Representative Statement**

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name(s) \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_

V.A.25.



**CITY OF ROLLA  
CITY COUNCIL AGENDA**

**DEPARTMENT HEAD: Steve Hargis**

**ACTION REQUESTED: Ordinance**

**Final Reading**

**ITEM/SUBJECT: Public Works Facility Street and Traffic**

**BUDGET APPROPRIATION \$250,000**

**DATE: 11/2/2020**

\*\*\*\*\*

**COMMENTARY: The City asked for and received RFQ's (Request for Qualifications) from Engineering Consultants.**

Several years ago the city began developing a public works complex in the 2300 block of McCutchen Road. This area houses our Solid Waste and Vehicle Maintenance Department. It is also adjacent to our Recycling Department. Even though our Street and Traffic Operation had long ago outgrown our facility on Sharp Road, there were insufficient funds to construct an additional facility. Since that time we have retired enough of a 2015 financing bond to be able to repackage this instrument into a lease purchase using the same revenue stream to pay for these improvements

. This project includes but is not limited to:

- The design of a 20,000 square foot building to house the Street and Traffic Departments,
- The design of a structure capable of storing 2,000 tons of ice and snow road salt.

The design and construction for this project was part of the recently approved FY 2020-2021 Budget and is estimated at \$2,500,000.

Staff was authorized to negotiate a contract with Archer-Elgin for professional services for design and contract administration for this project. Attached is an ordinance authorizing the Mayor to enter into a contract with Archer-Elgin for these services.

The total fee is \$249,200. Staff recommends a final reading of the ordinance

V.B.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 CM ARCHER GROUP, P.C. FOR PROFESSIONAL SERVICES FOR THE NEW PUBLIC WORKS FACILITY, PROJECT 225.

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 CM Archer Group, P.C. for professional services for the new Public Works Facility, Project Number 225, 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 2<sup>nd</sup> DAY OF NOVEMBER 2020.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY COUNSELOR

V.B.2.

EXHIBIT A



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310 East 6th Street ■ Rolla, MO 65401-3343 ■ PHONE 573.364.6362 ■ FAX 573.364.4782 ■ EMAIL archer-elgin@cmarcher.com

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October 13, 2020

Steve Hargis, PE  
Director of Public Works  
901 North Elm Street,  
4th Floor City Hall  
Rolla, MO 65402

Re: **Proposal for Engineering Services**  
**New Public Works Facility located in the 2300 block of McCutchen Road**

Mr. Hargis,

Following is our proposal to complete the architectural, engineering and surveying services for the proposed new Public Works Facility located in the 2300 block of McCutchen Road. This proposal and the fees stipulated herein are based upon an anticipated project scope that incorporates the following phases and key elements for designing a new ~20,000 SF pre-engineered metal building to house the Public Works Department, based on a conceptual floor plan provided by the City dated 10/11/2019:

- **Survey Phase** **\$6,800**
  - Perform topographic survey of project site and adjacent areas impacted by project
  - Survey existing utilities and surrounding improvements/obstructions for use in the design process
  - Mark property corners, easements and R/W limits as required to facilitate design and construction activities
  
- **Schematic Design (15% Design Deliverable)** **\$22,600**
  - Conceptual sketch revisions based on coordination w/ Owner to confirm approximate square footage and orientation of spaces
  - Coordination with stakeholders/AHJ's to determine potential site access and utility constraints
  - Update preliminary construction budget estimate
  - Conceptual elevations
  - Preliminary site plan(s)
  - Meeting to review revised conceptual plan and preliminary estimate
  
- **Design Development (60% Design Deliverable)** **\$36,800**
  - Architectural Design (plans, elevations, sections, code review)
    - Preliminary material selections
  - Preliminary Civil Design (grading plan, utility plan, parking, etc.)
    - Preliminary access and site circulation
  - Preliminary Structural Design (foundation concept, framing concept)
  - Preliminary MEP Design (concept design, narrative descriptions of design intent for budgeting)
  - Assist with updating preliminary construction cost estimate
  - Meeting to review and coordinate progress

V.B.3.

- **Construction Documents (90% & 100% Design Deliverables)** **\$68,200**
  - Architectural Design (plans, elevations, sections, ceiling plans, details, schedules)
  - Civil Design (final grading plan, utility plan, site improvements, land disturbance permitting)
  - Structural Design (final foundation and framing design, load bearing CMU)
  - MEP Design (HVAC plans, plumbing plans, electrical plans)
  - Specifications (as necessary for bidding purposes)
  - Final code review
  - Two (2) meetings throughout this phase
  
- **Bidding** **\$9,600**
  - Assist with development of bid advertisement for up to two separate bid packages
  - Facilitate pre-bid meetings
  - Addenda and responses to contractor inquiries
  - Bid evaluations and recommendations as necessary

**Archer-Elgin proposes to provide the above design and bidding phase services for a lump sum fee of \$144,000.**

Project reimbursable expenses will be passed through with no additional markup (i.e. postage, printing, permit fees, mileage, etc.). We also anticipate the following construction phase services:

- **Construction Administration (Estimated eight month construction schedule)** **\$96,400**
  - Periodic project site visits (weekly)
  - Project meetings (monthly)
  - Submittal reviews
  - RFI responses
  - General coordination with City and contractor(s)
  - Punch list and Project Closeout
  - Construction Stakeout (eight visits max)
  
- **As-Built Record Drawings** **\$8,800**
  - Generate electronic (PDF) record as-built drawings based on contractor redlines
  - Provide electronic CAD files of design drawings/model in .DWG and/or Revit format

The following items are not included in our proposal, but could be provided if necessary for additional fees upon request:

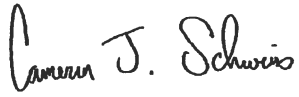
- Environmental Site Investigation(s)
- Geotechnical Site Investigation (Anticipating visual inspections only)
- Hazardous Materials Investigation(s)
- Fire Protection Design
- Stormwater Detention and/or Water Quality Design
- Electronic Access Control Design (Perimeter Fence anticipated for security)

Thank you again for the opportunity. We look forward to working with you on another successful project for the City of Rolla!

*V. B. 4.*

Respectfully submitted,

Archer-Elgin Engineering, Surveying & Architecture



Cameron Schweiss, PE

**Agreement Approved & Accepted by:**

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City of Rolla

*J.B.S.*

## GENERAL PROVISIONS

These General Provisions are attached to and made a part of the LETTER AGREEMENT, dated October 13, 2020 between The City of Rolla ("CLIENT") and Archer-Elgin Engineering, Surveying and Architecture ("ARCHER-ELGIN") in respect of the Project described in the Letter Agreement. For purposes hereof, the Letter Agreement, these General Provisions and any attachments to the Letter Agreement or these General Provisions shall sometimes be collectively referred to as the "Agreement". In consideration of the mutual covenants contained in the Letter Agreement and these General Provisions, CLIENT and ARCHER-ELGIN herein agree with respect of the performance of the Services (as described in the foregoing by Letter Agreement), as follows:

### I. BASIC SERVICES OF ARCHER-ELGIN

1.1 ARCHER-ELGIN shall provide CLIENT the professional services described in the Scope of Services section of the Letter Agreement ("Basic Services"). ARCHER-ELGIN shall not be obligated to perform any work or services which are not part of, or are in addition to, the Basic Services ("Additional Services"). ARCHER-ELGIN shall be entitled to receive compensation for any Additional Services which it performs for CLIENT and unless otherwise agreed by ARCHER-ELGIN and CLIENT, CLIENT shall pay for Additional Services by reimbursing ARCHER-ELGIN for the expenses it incurs in performing the Additional Services and for the time spent in performing the Additional Services on the basis of ARCHER-ELGIN Schedule of Rates and Expenses in effect at the time the Additional Services are provided. ARCHER-ELGIN shall not be obligated to perform, provide, furnish or obtain any Additional Services without the prior written authorization of CLIENT. "Basic Services" and "Additional Services" are sometimes collectively referred to herein as "Services".

### II. CLIENT'S RESPONSIBILITIES

2.1 CLIENT will perform the duties identified in the Letter Agreement, if any, and in addition will at all times cooperate with ARCHER-ELGIN in the performance of the Services and CLIENT shall perform such other duties as are reasonable requested by ARCHER-ELGIN, from time to time, to assist in the timely and efficient performance by ARCHER-ELGIN of the Services.

### III. PERIODS OF SERVICE

3.1 **Completion Date.** If an anticipated date for the completion of the Basic Services is set forth in the Schedule section of the Letter Agreement (the "Completion Date"), such a Completion Date is estimated, but not guaranteed, to be the date that the Basic Services will be completed. If the Completion Date is exceeded through no fault of ARCHER-ELGIN, all rates, measures and compensation provided for under the Agreement shall be subject to equitable adjustment. The Completion Date (and ARCHER-ELGIN'S obligation to complete the Basic Services by such date) is subject to reasonable extensions for the performance of Additional Services, constructive changes or other extra work and is subject to reasonable extensions for a Force Majeure Event.

3.2 **Force Majeure.** For purposes hereof, a "Force Majeure Event" shall mean the occurrence of a failure or delay due to circumstances beyond ARCHER-ELGIN'S control including, without limitation, acts of God, acts of a public enemy, fires, floods, earthquakes, wars, civil disturbances, sabotage, accidents, insurrection, blockages, embargoes, storms, explosions, catastrophes, epidemics, damage to the Project, lack of access to Project, unavailable utilities and power, water, labor disputes, CLIENT'S failure to timely perform its obligations under this Agreement or other causes beyond ARCHER-ELGIN'S control.

### IV. PAYMENTS TO ARCHER-ELGIN

4.1 **Monthly Invoices.** ARCHER-ELGIN shall submit monthly statements for Basic and Additional Services rendered and for reimbursable expenses incurred. CLIENT shall make prompt monthly payments in response to ARCHER-ELGIN monthly statements. If CLIENT fails to make any payment due ARCHER-ELGIN for services and expenses within thirty (30) days after receipt of ARCHER-ELGIN'S statement therefor, ARCHER-ELGIN shall be entitled interest on the unpaid amounts due ARCHER-ELGIN at the lesser of: i) 1.5 % per month; or, ii) the highest rate of interest allowed under applicable law. The entire unpaid balance due ARCHER-ELGIN shall bear said rate of interest from the thirtieth day after CLIENT'S receipt of ARCHER-ELGIN'S statement, until the entire unpaid balance has been paid to ARCHER-ELGIN. In addition to being entitled to interest, ARCHER-ELGIN may, after giving seven (7) days written notice to CLIENT, suspend services under this Agreement until ARCHER-ELGIN has been paid in full all amounts due for Services, expenses, and charges.

4.2 **Payments after Termination.** In the event of termination by CLIENT to ARCHER-ELGIN under paragraph 5.1, ARCHER-ELGIN will be paid for Services rendered and expenses incurred through the date of termination and ARCHER-ELGIN shall also be reimbursed for the charges of independent professional associates and consultants employed by ARCHER-ELGIN to render Basic Services or Additional Services and all reasonable demobilization costs incurred by ARCHER-ELGIN, including any cancellation charges by independent professional associates, consultants and others performing or furnishing Services on the Project through ARCHER-ELGIN, and ARCHER-ELGIN shall be paid for all Additional Services performed and unpaid reimbursable expenses incurred through the date of the termination.

### V. GENERAL CONSIDERATIONS

5.1 **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.



**5.2 Reuse of Documents.** All documents, drawings, sketches, studies, analysis, information, schedules, estimates, reports and other items prepared or furnished by ARCHER-ELGIN (or ARCHER-ELGIN'S independent professional associates and consultants) pursuant to this Agreement, including, but not limited to, Drawings, Specifications, and Electronic Media/Files are instruments of service in respect of the Project and ARCHER-ELGIN shall retain an ownership and property interest therein whether or not the Project is completed. Provided, however, that such documents, drawings, sketches, studies, analysis, information, schedules, estimates, reports and other items are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ARCHER-ELGIN for the specific purpose intended will be at CLIENT'S sole risk and without liability or legal exposure to ARCHER-ELGIN, or to ARCHER-ELGIN'S independent professional associates or consultants, and CLIENT does hereby, to the fullest extent permitted by law, indemnify and hold harmless ARCHER-ELGIN, ARCHER-ELGIN'S officers, employees and agents and ARCHER-ELGIN'S independent professional associates and consultants from all claims, suits, demands, damages, liabilities, losses, expenses and costs, including but not limited to reasonable attorney's fees and other costs of defense, arising out of or resulting therefrom.

**5.3 Standard of Practice, Warranties.** Services performed by ARCHER-ELGIN under this Agreement will be conducted in a manner consistent with the level of care, diligence and skill ordinarily possessed and exercised by members of the profession currently practicing in the same locality under similar conditions. Except as expressly set forth above, no other representations, expressed or implied, and no warranty or guarantee is included in this Agreement, or in any document, drawing, sketch, study, analysis, schedule, estimate, report, opinion, specification and other item prepared or furnished by ARCHER-ELGIN (or ARCHER-ELGIN'S independent professional associates and consultants) pursuant to this Agreement. ARCHER-ELGIN makes no representations, covenants, warranties or guarantees, express or implied, other than those expressly set forth herein. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED. The parties' rights, liabilities, responsibilities and remedies with respect to the Services, whether in contract or otherwise, shall be exclusively those expressly set forth in this Agreement.

**5.4 Opinions of Cost and Schedule.** Since ARCHER-ELGIN has no control over the cost of labor, materials, equipment or services furnished by others, or over the resources provided by others to meet construction or other Project schedules, or over the methods of others in determining prices, or over competitive bidding or market conditions, ARCHER-ELGIN'S opinions of probable costs (including probable Total Project Costs and Construction Cost) and of Project schedules shall be made on the basis of ARCHER-ELGIN'S experience and qualifications and represent ARCHER-ELGIN'S best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ARCHER-ELGIN cannot and does not guarantee that proposals, bids or actual Project costs (including Total Project Costs or Construction Costs) will not vary from opinions of probable cost prepared by ARCHER-ELGIN or that actual schedules will not vary from the projected schedules prepared by ARCHER-ELGIN.

**5.5 Limitation of Responsibility, Jobsite Safety/Techniques.** ARCHER-ELGIN shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project or any contractor, subcontractor, vendor or other Project participant, not under contract to ARCHER-ELGIN (collectively the "Other Project Parties"). In addition, ARCHER-ELGIN shall not be responsible for: i) the failure of any of the Other Project Parties to fulfill their respective contractual responsibilities and obligations to CLIENT or to comply with federal, state or local laws, rules, regulations or codes; ii) for the schedules of any of the Other Project Parties or the failure of any of the Other Project Parties to carry out their work in accordance with their respective agreements. ARCHER-ELGIN shall not have control over or charge of and shall not be responsible for acts or omissions of the Other Project Parties, or their agents or employees, or of any other persons performing portions of the work on the Project.

**5.6 Consequential Damages.** To the fullest extent permitted by law, ARCHER-ELGIN shall not, in any event, be liable to CLIENT for any special, indirect, incidental or consequential damages, including, but not limited to, damages from delay, distribution, loss of product, loss of use, loss of profits or revenue or increased cost of operation, the cost of capital or the cost of purchased or replacement equipment, systems or power.

**5.7 Limitation of Liability.** To the fullest extent permitted by law, ARCHER-ELGIN'S total liability to CLIENT for all claims, losses, damages and expenses resulting or arising in any way from the performance of the Services (including ARCHER-ELGIN'S indemnity obligations hereunder) shall not exceed the total compensation received by ARCHER-ELGIN under this Agreement or the limits of any professional liability insurance maintained by ARCHER-ELGIN, whichever is less.

**5.8 Third Party Claims.** Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against the CLIENT or ARCHER-ELGIN. ARCHER-ELGIN'S services under this Agreement are being performed solely for the CLIENT'S benefit and no other entity shall have any claim against ARCHER-ELGIN because of this Agreement or the performance or nonperformance of services hereunder. ARCHER-ELGIN shall not be responsible for third party claims regarding Electronic Media/Files furnished to ARCHER-ELGIN by the CLIENT.

**5.9 Survival.** The terms and conditions of this Section 5 shall survive the termination of this Agreement and/or the completion of the Services.





310 East 6th Street ■ Rolla, MO 65401-3343 ■ PHONE 573.364.6362 ■ FAX 573.364.4782 ■ EMAIL archer-elgin@cmarcher.com

## Schedule of Rates - 2020

<u>Class Code</u>	<u>Description</u>	<u>Rate</u>
X1	Principal of Firm.....	\$150.00
E5	Senior Project Manager/Architect .....	145.00
E4	Project Manager/Senior Engineer .....	115.00
E3	Engineer/Architect III .....	103.00
E2	Engineer/Architect II .....	98.00
E1	Assistant Engineer/Architect.....	80.00
PLS	Professional Land Surveyor (PLS).....	125.00
C	Clerical .....	55.00
S3	Survey Three Man Crew .....	210.00
S2	Survey Two Man Crew .....	150.00
S1	Survey One Man Crew .....	120.00
S5	Survey Manager .....	125.00
T5	Survey/Civil Design Technician V .....	95.00
T4	Survey/Civil Design Technician IV .....	85.00
T3	Survey/Civil Design Technician III.....	70.00
T2	Survey/Civil Design Technician II.....	55.00
T1	Survey/Civil Design Technician I.....	48.00

## Reimbursable Expenses

Surveying ATV.....	\$225.00/Day
D Size Copies.....	\$3.50/Ea.
8-1/2" X 11" Copies .....	\$0.15/Ea.
11" X 17" Copies.....	\$0.75/Ea.

Actual cost of materials required for the job and used in surveying, drafting and allied activities, including printing and reproduction costs.

Actual cost of all sub-consultants, special consultants, and special tests and services will receive a 15% mark-up for overhead and administration.

Travel at \$0.575 per mile, plus time at above rates, both ways (excludes survey time).

Actual cost of subsistence and lodging.

Actual cost of any State and/or Local Taxes for permits imposed on the project.

This rate schedule shall be subject to an annual inflationary adjustment up to a maximum of five (5) percent as of January each year.

*IB. 9.*



**CITY OF ROLLA  
CITY COUNCIL AGENDA**

**DEPARTMENT HEAD: Steve Hargis**

**ACTION REQUESTED: Ordinance**

**Final Reading**

**ITEM/SUBJECT: Intersection at 18<sup>th</sup> / Old St James / Bardsley / Burlington Railroad**

**BUDGET APPROPRIATION \$100,000**

**DATE: 11/2/2020**

\*\*\*\*\*

**COMMENTARY: The City asked for and received RFQ's (Request for Qualifications) from Engineering Consultants.**

The intersection at 18<sup>th</sup> / Old St James / Bardsley / Burlington Railroad has seen a doubling of traffic since it was originally constructed several decades ago. Traffic passing through this intersection exceeds the traffic at the signalized intersection of 10<sup>th</sup> and Holloway.

This project includes, but is not limited to, preliminary design and cost estimates for needed traffic control improvements at this intersection facility, as well as providing;

- Traffic Study including adjacent intersections at Sharp & 18<sup>th</sup>, 18<sup>th</sup> & Walnut and possible impact to the Walnut and U.S. Highway 63 intersection,
- Project Management, Utility & Railroad Coordination,
- Preliminary Intersection Design and Probable Cost Estimate.

The preliminary engineering for this project was part of the recently approved FY 2020-2021 Budget.

Staff negotiated with The Lochmueller Group for a fee to perform this work. Attached is an ordinance authorizing the Mayor to enter into an agreement with The Lochmueller Group. The Fee for this work is \$95,000. Staff recommends approval.

V.C.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 THE LOCHMUELLER GROUP FOR PROFESSIONAL SERVICES FOR INTERSECTION IMPROVEMENTS 18<sup>TH</sup>/OLD ST JAMES/BARDSLEY, PROJECT NUMBER 528.

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 The Lochmueller Group. for professional services for Intersection Improvements 18th/Old St. James/Bardsley, Project Number 528, 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 2<sup>ND</sup> DAY OF NOVEMBER 2020.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY COUNSELOR

V.C.2.

# EXHIBIT A



## AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 (the "Effective Date"), by and between City of Rolla, acting by and through its Department of Public Works, hereinafter referred to as CLIENT, and Lochmueller Group, Inc., hereinafter referred to as CONSULTANT.

### WITNESSETH

WHEREAS, the CLIENT desires to contract for Professional Services, and

WHEREAS, CONSULTANT has expressed a willingness to perform said services,

NOW THEREFORE, the parties hereto agree that CONSULTANT shall provide the services and documents hereinafter described, in relation to the following described project: E 18<sup>th</sup> Street at Old St James Road/Bardsley Road Intersection Improvements (the "PROJECT").

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

#### SECTION I      BASIC SERVICES BY CONSULTANT

The basic services to be provided by CONSULTANT under this Agreement are as set forth in Appendix "A" ("Services") attached hereto and incorporated herein by reference.

#### SECTION II      INFORMATION AND SERVICES TO BE FURNISHED BY THE CLIENT

The information and services to be furnished by the CLIENT are as set forth in Appendix "B" attached hereto and incorporated herein by reference.

#### SECTION III      SCHEDULE

CONSULTANT shall deliver the Services to the CLIENT in accordance with the Schedule contained in Appendix "C" attached hereto and incorporated herein by reference. The CLIENT agrees that CONSULTANT is not responsible for damages arising directly or indirectly from delays for causes beyond CONSULTANT's control. In addition, if the delays resulting from any such causes increase the cost or time by CONSULTANT to perform its Services in an efficient manner, CONSULTANT shall be entitled to a reasonable adjustment in schedule and compensation.

#### SECTION IV      COMPENSATION

CONSULTANT shall receive payment for the Services performed under this Agreement as set forth in Appendix "D" attached hereto and incorporated herein by reference.

SECTION V      GENERAL PROVISIONS

1.0      WORK OFFICE

CONSULTANT shall perform the Services at its offices or at such other locations as may be necessary or appropriate.

2.0      RESERVED

3.0      STANDARDS OF PERFORMANCE

3.1      The standard of care for all professional services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the respective profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's Services.

3.2      CONSULTANT shall be responsible for the technical accuracy of its Services and documents resulting therefrom, and CLIENT shall not be responsible for discovering deficiencies therein. CONSULTANT shall correct any deficiencies CLIENT discovers without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.

3.3      CONSULTANT shall perform or furnish professional services in all phases of the Project to which this Agreement applies. CONSULTANT shall serve as CLIENT's prime professional for the Project. CONSULTANT may employ such subconsultants as CONSULTANT deems necessary to assist in the performance or furnishing of the Services. CONSULTANT shall not be required to employ any subconsultants unacceptable to CONSULTANT.

3.4      CONSULTANT and CLIENT shall comply with applicable laws or regulations and Client-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CLIENT's responsibilities or to CONSULTANT's scope of services, time of performance, or compensation.

3.5      CLIENT shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

3.6      CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in CONSULTANT's having to certify, guarantee or warrant the existence of conditions whose existence CONSULTANT cannot ascertain. CLIENT agrees not to make resolution of any dispute with

V.C.4.



CONSULTANT or payment of any amount due to CONSULTANT in any way contingent upon CONSULTANT's signing any such certification.

3.7 CONSULTANT shall not be responsible for the acts or omissions of any contractor(s), subcontractor or supplier, or any of the contractor's agents or employees or any other persons (except CONSULTANT's own employees) at the site or otherwise furnishing or performing any of the contractor's work; or for any decision made on interpretations or clarifications of any contract for construction, general conditions, supplemental conditions, change orders, and related documents (the "Contract Documents") given by CLIENT without consultation and advice of CONSULTANT.

3.8 All opinions of probable construction cost to be provided by CONSULTANT shall represent the best judgement of CONSULTANT based upon the information currently available and upon CONSULTANT's background and experience with respect to projects of this nature. It is recognized, however, that neither CONSULTANT nor the CLIENT has control over the cost of labor, materials or equipment, over contractor's method of determining cost of services, or over competitive bidding, market or negotiating conditions. Accordingly, CONSULTANT cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

#### 4.0 AUTHORIZED PROJECT REPRESENTATIVES

Contemporaneous with the execution of this agreement, CONSULTANT and CLIENT shall designate specific individuals to act as CONSULTANT's and CLIENT's representatives with respect to the Services to be performed or furnished by CONSULTANT and responsibilities of CLIENT under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

#### 5.0 OWNERSHIP OF DOCUMENTS

The CLIENT acknowledges the CONSULTANT's documents, including tracings, drawings, reports, estimates, specifications, field notes, investigations, studies, etc., as the work papers of CONSULTANT's and the CONSULTANT's instruments of professional services. Nevertheless, the final documents prepared under this Agreement shall become the property of the CLIENT upon completion of the services and payment in full of all monies due to CONSULTANT. During the performance of the Services herein provided for, CONSULTANT shall be responsible for any loss or damage to the documents which it caused, herein enumerated, while they are in its possession and any such loss or damage shall be restored at its expense. Full access to the Services during the progress of the Services shall be available to CLIENT. The CLIENT agrees, to hold harmless the

CONSULTANT, its officers, directors, employees and subconsultants (collectively, "CONSULTANT") against any damages caused by the unauthorized reuse or modification of the documents by CLIENT or any person or entity that acquires or obtains the documents from or through the CLIENT without the written authorization of CONSULTANT.

Under no circumstances shall the transfer of ownership of CONSULTANT's drawings, specifications, electronic files or other instruments of service be deemed a sale by CONSULTANT, and CONSULTANT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of CONSULTANT's copyrights in any of the foregoing, full ownership of which shall remain with CONSULTANT, absent CONSULTANT's express prior written consent.

#### 6.0 ELECTRONIC MEDIA

Data, words, graphical representations and drawings that are stored on electronic media such as computer disks and magnetic tapes, or which are transmitted electronically, may be subject to uncontrollable alteration. CLIENT agrees it may only justifiably rely upon the final hardcopy materials bearing the consultant's original signature and seal.

#### 7.0 ACCESS TO RECORDS

CONSULTANT and its subconsultants shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at its respective offices at all reasonable times during the period of this Agreement and for three (3) years from the date of final payment under the terms of this Agreement, for inspection by the CLIENT and copies thereof shall be furnished if requested.

#### 8.0 COMPLIANCE WITH STATE AND OTHER LAWS

8.1 CONSULTANT shall exercise usual and customary professional care to comply with all federal, state, and local laws, ordinances, and regulations applicable to the services being provided under this Agreement, including Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 S.S.C. 12101, et seq.). If the fees to be paid for the services being provided under this Agreement exceed \$5,000.00, CONSULTANT shall comply with Section 285.530 RSMo, pertaining to enrollment and participation in a federal work authorization program, and shall provide verification through an affidavit that states that CONSULTANT.

8.2 Does not knowingly employ any person who is an unauthorized alien in connection with the Agreement, and

8.3 Is enrolled in a federal work authorization program

The affidavit shall contain the notarized signature of the registered agent, legal representative, or corporate officer of CONSULTANT.

9.0 ALLOCATION OF RISKS – INDEMNIFICATION

9.1 To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all reasonable fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONSULTANT or CONSULTANT's officers, directors, partners, employees, and its subconsultants in the performance and furnishing of CONSULTANT's services under this Agreement.

9.2 RESERVED

9.3 To the fullest extent permitted by law, CONSULTANT's total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss, or damages caused in part by the negligence of CONSULTANT and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that CONSULTANT's negligence bears to the total negligence of CLIENT, CONSULTANT, and all other negligent entities and individuals and shall not exceed the appropriate insurance coverage limits set forth under Item 13.0 of Section V of this Agreement.

9.4 RESERVED

9.5 CONSULTANT shall not be responsible for the means, methods and techniques of any construction contractor in the prosecution of its work on a project for which CONSULTANT provides services, nor for the construction contractor(s)' and their subcontractor's safety programs, training or compliance with safety requirements of any federal or state agency.

9.6 Notwithstanding any other provisions of this Agreement to the contrary, CONSULTANT's officers, directors, shareholders, partners, employees or agents shall not be personally liable, regardless of the cause of action asserted including breach of contract, warranty guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to CONSULTANT's performance or non-performance of the Agreement. CLIENT will look solely to CONSULTANT for its remedy for any claim arising out of or related to this Agreement.

10.0 RESERVED

11.0 STATUS OF CLAIMS

CONSULTANT shall be responsible for keeping the CLIENT currently advised as to the status of any claims made for damages against CONSULTANT which are known resulting from services performed under this Agreement. CONSULTANT shall send notice of claims related to Services under this Agreement to CLIENT within thirty (30) days.

12.0 DISPUTE RESOLUTION - JURISDICTION AND VENUE

If disputes arise between CLIENT and CONSULTANT during the course of the Project, or following completion of the Project, which are not resolved within three (3) weeks after a demand for direct negotiation, the parties agree that all disputes between them arising out or relating to this Agreement or the Project shall be submitted to non-binding mediation, unless the parties mutually agree otherwise, with mediation conducted in a location mutually agreed upon by all parties. If the parties do not agree on a mediator within ten (10) days after demand for mediation, either party may request the American Arbitration Association to appoint a mediator who shall be an attorney having substantial experience in construction law issues. If the mediator is unable to facilitate a settlement of disputes within forty-five (45) days of his/her appointment, the mediator shall issue a written statement to the parties to that effect and the aggrieved party may then seek relief through litigation. Any such litigation shall be resolved without the assistance of a jury, and each party hereby waives trial by jury in any claim whether in Agreement or tort, at law or in equity, arising out of or in any way related to this Agreement. If the parties are not able to settle the dispute through mediation, then it is understood that both parties hereto agree and consent to the exercise of jurisdiction over any matter or dispute arising in connection with this Agreement in a state court sitting in the state and county in which the project resides.

13.0 WORKER'S COMPENSATION AND LIABILITY INSURANCE

CONSULTANT shall procure and maintain, until final payment by CLIENT for the Services covered by this Agreement, insurance of the kinds and in the amounts hereinafter provided in insurance companies authorized to do such business in the State of Missouri covering all operations under this Agreement whether performed by it or by its subcontractor. CONSULTANT shall furnish a certificate or certificates in a form satisfactory to CLIENT, showing that this section has been complied with. During the term of this Agreement, CONSULTANT shall furnish CLIENT with certificates showing that the required insurance coverage is maintained. The certificate or certificates shall provide that the policies shall not be changed or canceled until ten (10) days written notice has been given to the CLIENT. In the event that such written notice of change or cancellation is given, CLIENT may, at its option, terminate this Agreement and no further compensation shall, in such case, be made to CONSULTANT.

The kinds and amounts of insurance required are as follows:

- 13.1 Policy covering the obligations of CONSULTANT in accordance with the provisions of the Worker's Compensation law. This Agreement shall be void and of no effect unless CONSULTANT procures such policy and maintains it until acceptance of the Services.
- 13.2 Commercial General Liability Insurance (naming the CLIENT as an additional insured) with limits of liability to be not less than \$1,000,000 per occurrence, including bodily injury and property damage, and not less than \$2,000,000 aggregate.
- 13.3 Commercial Automobile Liability Insurance, including hired or non-owned vehicles with limits of liability of not less than \$1,000,000 for each accident.
- 13.4 Professional Liability Insurance in the amount of at least \$1,000,000 per claim and aggregate.

#### 14.0 CHANGES IN THE SERVICES

In the event the CLIENT requires a change in the Services, after the Services have progressed as directed by the CLIENT, adjustments in compensation to CONSULTANT, and in time for performance of the Services as modified, shall be determined by the CLIENT in consultation with CONSULTANT and CONSULTANT shall not commence the change of scope of the Services until an amendment to this agreement is executed and CONSULTANT is authorized to proceed with the changes of scope in writing by the CLIENT.

#### 15.0 TERMINATION

The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days written notice from receipt in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the services of this Agreement are terminated, CONSULTANT shall, upon final payment of compensation due to the CONSULTANT, deliver to the CLIENT all data, reports, drawings, specifications and estimates completed or partially completed and these shall become the property of the CLIENT. The earned value of the Services performed shall be based upon an estimate of the portions of the total services as have been rendered by CONSULTANT to the date of termination and which estimate shall be as made by the CLIENT in consultation with CONSULTANT for all Services to be paid for on a lump sum basis.

#### 16.0 RESERVED

#### 17.0 SUCCESSORS AND ASSIGNEES

The CLIENT, insofar as authorized by law, binds itself and its successors, and CONSULTANT binds its successors, executors, administrators and assignees, to the other

party of this Agreement and to the successors, executors, administrators and assignees of such other party, as the case may be insofar as authorized by law, in respect to all covenants of this Agreement. Neither party may assign this Agreement, or any right, interests, claim, chose in action, defense or privilege under this Agreement without the written consent of the other party. Subcontracting to subconsultants, normally contemplated by the CONSULTANT as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

#### 18.0 ENTIRE AGREEMENT – AMENDMENTS

This Agreement, together with the Appendices attached hereto, constitutes the entire agreement between the parties. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

#### 19.0 NON-WAIVER

It is agreed and acknowledged that no action or failure to act by CLIENT or CONSULTANT as to a breach, act or omission of the other shall constitute a waiver of any right or duty afforded either of them under this Agreement, as to any subsequent breach, act or omission of the other nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereof, except as may be specifically agreed in writing. No right conferred on either party under this Agreement shall be deemed waived and no breach of this Agreement excused unless such a waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

#### 20.0 DURATION OF AGREEMENT

If the basic Services covered in this Agreement have not been completed in accordance with the Schedule set forth in Appendix “C” of this Agreement, through no fault of CONSULTANT, extension of CONSULTANT’s services beyond that time shall be revised, through mutual agreement, to include compensation for inflationary adjustments.

#### 21.0 FORCE MAJEURE

Neither party to this Agreement shall be liable to the other party for delays in performing the Scope of Services, or for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

#### 22.0 HAZARDOUS ENVIRONMENTAL CONDITION

22.1 CLIENT represents to CONSULTANT that to the best of its knowledge a Hazardous Environmental Condition does not exist.

22.2 CLIENT has disclosed to the best of its knowledge to CONSULTANT the existence of all asbestos, PCB’s, petroleum, hazardous waste, or radioactive material located at or near the Site, including type, quantity and location.

- 22.3 If a Hazardous Environmental Condition is encountered or alleged, CONSULTANT shall have the obligation to notify CLIENT and, to the extent of applicable laws and regulations, appropriate governmental officials.
- 22.4 If CONSULTANT's scope of services does not include any services related to a Hazardous Environmental Condition and in the event CONSULTANT or any other party encounters a Hazardous Environmental Condition, CONSULTANT may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition, and (ii) warrants that the site is in full compliance with applicable laws and regulations.
- 22.5 CLIENT acknowledges that CONSULTANT is performing professional services for CLIENT and that CONSULTANT is not and shall not be required to become an "arranger", "operator", "generator", or "transporter" of hazardous substances, as defined in the comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with CONSULTANT's activities under this Agreement.
- 22.6 If CONSULTANT's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify CONSULTANT's terminating this Agreement for cause on thirty (30) day notice.

### 23.0 NOTICES

All written notices required by this Agreement shall be sent to the parties at the following addresses by certified mail, return receipt requested:

If to CONSULTANT: Lochmueller Group, Inc.  
411 N. 10th Street, Suite 200  
St Louis, Missouri 63101

If to CLIENT: City of Rolla  
Department of Public Works  
PO Box 979  
Rolla, Missouri 65402

### 24.0 GOVERNING LAW

Where permitted by law, this Agreement shall be interpreted and enforced according to the laws of the State of which the project resides, without resort to its conflict of laws rules.

25.0 RESERVED

26.0 INDEPENDENT CONTRACTOR STATUS

During the entire term of this Agreement, CONSULTANT shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the CLIENT.

27.0 SEVERABILITY

The invalidity, illegality or unenforceability of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Agreement.

28.0 HEADINGS

Headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement

29.0 NON-COLLUSION

The undersigned attests, subject by the penalties for perjury, that it is the contract party, or that it is the representative, agent, member or officer of CONSULTANT, that it has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by it, directly or indirectly, to the best of its knowledge, entered into or offered to enter into any combination, collusion of agreement to receive or pay, and that it has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of the Agreement.

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

LOCHMUELLER GROUP, INC.

CITY OF ROLLA  
DEPARTMENT OF PUBLIC WORKS

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Scott J. Smith, PE  
Missouri Regional Manager - Principal

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Louis J. Magdits, IV  
Mayor

V.C.12.



## APPENDIX "A"

### PROJECT DESCRIPTION

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The project consists of performing a traffic study, preliminary utility coordination, conceptual design and preliminary design for the proposed intersection improvements at what is currently an offset intersection on E. 18<sup>th</sup> Street at Old St. James Road/Bardsley Road. The first phase of the project will determine an engineering solution that services the increased traffic demand at the intersection and that is compatible with the adjacent railroad.

### SCOPE OF SERVICES

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#### 1.0 PROJECT MANAGEMENT AND UTILITY COORDINATION

##### 1.1 Project Administration

- 1.1.1 Provide a monthly progress report to the CLIENT addressing percentage of work complete and variances, if any, to the scope and fee as well as work estimated to be completed in the following month. Foreseeable risks to schedule or budgeted shall be identified.
- 1.1.2 Schedule and lead coordination calls with the project subconsultants as required.
- 1.1.3 Establish and implement quality control and quality assurance procedures.

##### 1.2 CLIENT and Utility Coordination Meetings

- 1.2.1 Attend a project kickoff meeting with the CLIENT (virtually or in person).
- 1.2.2 Participate in up to three (3) project meetings/coordination calls with the CLIENT (virtually or in person) throughout the duration of the project.
- 1.2.3 Coordinate with utilities and other agencies, including but not limited to:
  - Rolla Municipal Utilities
  - Ameren Missouri
  - AT&T
  - Centurylink
  - Fidelity Communications
  - City of Rolla Public Works Department
  - BNSF Railroad

#### 2.0 TRAFFIC STUDY

CONSULTANT shall prepare a traffic assessment for the area which shall include the following:

##### 2.1 Information Gathering and Data Collection

- 2.1.1 Coordinate with the CLIENT to obtain any past studies, reports, historic

counts, crash data, recent improvements, or designs that may be pertinent to the project.

- 2.1.2 Set up and attend a conference call scoping meeting with the CLIENT to discuss parameters and assumptions of the traffic study, such as build-out year, traffic growth rate, and any future development or improvement plans that may impact traffic volume in the study area.
- 2.1.3 Perform weekday turning movement counts from 7:00-9:00 AM and 4:00-6:00 PM on a typical Tuesday, Wednesday, or Thursday when school is in session and during non-severe weather at the following intersections:
  - E 18th Street at Old St. James Road/Bardsley Road
  - E 18th Street at Sharp Road
  - E 18th Street at N Walnut Street
- 2.1.4 Perform field reconnaissance and collect information pertaining to existing conditions including traffic control, lane configurations, and driveway locations in the study area. In addition, perform field observations of traffic patterns and queuing on the adjacent roadways.

## 2.2 Analysis

- 2.2.1 Forecast future traffic volumes based on the discussed assumptions regarding regional growth and other known or planned future developments from the scoping meeting.
- 2.2.2 Perform capacity analyses of the study intersections during the weekday morning and weekday afternoon peak hours using Synchro 10 capacity analysis software. The following scenarios shall be evaluated:
  - Existing Conditions
  - Construction Year No Build Conditions (if necessary)
  - Construction Year Build Conditions (up to three (3) intersection alternatives)
  - Horizon Year (Construction Year plus 20 years) Build Conditions
- 2.2.3 Review available crash data along E 18th Street and comment on recurring crash types within the study area. Prepare a comparative safety analysis between the intersection alternatives.

## 2.3 Documentation

- 2.3.1 Prepare a written report summarizing our findings and recommendations. A draft report shall be provided for review prior to finalization.

### 3.0 INTERSECTION DESIGN AND PLANS

CONSULTANT shall prepare conceptual and preliminary design plans and construction documents for the intersection design as follows:

#### 3.1 Conceptual Design and Plan Development Phase

Utilizing the topographic and property line survey provided by the CLIENT, perform the following:

3.1.1 Develop up to three (3) intersection design alternatives for review and approval by the CLIENT.

3.1.1.1 Realignment of Bardsley Road at the intersection shall be evaluated to improve safety and efficiency.

3.1.1.2 Due to the proximity of schools and established trails, pedestrian connectivity shall be evaluated.

3.1.2 Develop a Conceptual Plan Set including:

- Title Sheet
- Conceptual Plan Sheets

3.1.3 Completed Concept Plans shall be submitted to the CLIENT for review and approval. The preferred alternative chosen by the CLIENT shall be carried forward into the preliminary design phase.

#### 3.2 Preliminary (30% Complete) Design and PLA Development Phase

Utilizing the selected alternative developed during the Conceptual Design and Plan Development Phase, perform the following:

3.2.1 Layout intersection alignment for alternative chosen during the Conceptual Design and Plan Development Phase.

3.2.2 Set horizontal and vertical control for site plans at a preferred scale of 1" = 20'.

3.2.3 Develop through an iterative process proposed typical sections for the intersection design.

3.2.4 Perform preliminary design of new drainage facilities, including drainage area mapping and preliminary hydraulic calculations.

3.2.5 Determine preliminary locations of proposed retaining walls (if any).

3.2.6 Determine geotechnical exploration requirements for any proposed retaining wall locations or large stormwater facilities to be performed in the final design phase.

3.2.7 Preliminary design of impacted private and commercial entrances and driveways.

3.2.8 Develop signing and striping.

3.2.9 Develop preliminary signal and lighting plans which shall include the location of signal equipment, mast arms, controllers, and conduit and the

location of lighting poles, conduit, and power sources.

3.2.10 Develop preliminary cross sections including driveway and entrance sections.

3.2.11 Develop preliminary construction staging and traffic control plans.

3.2.12 Identify potential utility conflicts and submit to utilities for review.

3.2.13 Develop a Preliminary Plan Set including:

- Title Sheet
- General Notes
- Typical Sections
- Plan & Profile Sheets (profiles only as required)
- Signal Plan Sheets
- Special Sheets & Details (as required)

3.2.14 Develop an Opinion of Probable Cost (OPC) based on the Preliminary design.

3.2.15 Complete Preliminary Plans and OPC and submit to the CLIENT for review and approval.

#### 4.0 SERVICES NOT BEING PROVIDED BY CONSULTANT

The services not being provided by CONSULTANT under this Agreement include, but are not limited to, the following:

4.1 Topographic Survey Data Collection

4.2 Levels A and/or B Subsurface Utility Engineering

4.3 Meetings beyond the project kickoff meeting

4.4 Public engagement including public meetings and exhibit preparation. Should this task be required, time required will be invoiced on an hourly time & materials basis in accordance with the attached rate schedule.

4.5 Preparing a traffic model using Vissim microsimulation software.

4.6 Services after the completion of final design and submission of (30%) preliminary design documents, which includes intermediate and final plans, bid services, construction inspection, construction administration, review of shop drawings, requests for information from the contractor, etc.

4.7 Materials testing, which would be the responsibility of the CLIENT during construction.

4.8 Right-of-way acquisition, appraisals, and negotiations, which is assumed to be the responsibility of the CLIENT.

4.9 Plats for any construction or permanent easements or right-of-way

4.10 Utility relocation design except for sewers; non-sewer utility relocation designs are commonly performed by the utilities themselves

## APPENDIX "B"

### INFORMATION AND SERVICES TO BE PROVIDED BY CLIENT

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- 1.0 Topographic information within the study area as available from CLIENT's sources, such as past projects in the area
- 2.0 Historical traffic counts in the area, as available
- 3.0 Information on nearby planned developments or improvements that may impact the study area intersections

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## APPENDIX "C"

### SCHEDULE

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CONSULTANT shall promptly commence Services upon receipt of a written notice to proceed and shall complete the Services in accordance with the schedule mutually agreed upon by both parties.

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## APPENDIX "D"

### COMPENSATION

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#### 1.0 AMOUNT OF PAYMENT

- 1.1 The CONSULTANT shall receive compensation for such professional services under Appendix "A" of this Agreement on a lump sum basis in the amount of Ninety-Five Dollars (\$95,000.00), unless a modification to this Agreement is made in writing by both parties.

#### 2.0 METHOD OF PAYMENT

- 2.1 The CONSULTANT shall submit invoices to the client on a monthly basis for services rendered. In no event shall the total of the CONSULTANT's invoices exceed the amount provided in this Appendix "D" without prior approval as provided elsewhere in this Agreement.
- 2.2 The CLIENT shall pay the CONSULTANT for said invoices within thirty (30) calendar days for CONSULTANT's services. **ALL PAYMENTS SHALL BE MAILED TO LOCHMUELLER GROUP, INC. AT 6200 VOGEL ROAD, EVANSVILLE, INDIANA 47715.**

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CITY OF ROLLA  
CITY COUNCIL AGENDA

DEPARTMENT HEAD: John Butz  
City Administrator

ACTION REQUESTED: First Reading

ITEM/SUBJECT: Cooperative Agreement with Phelps County Collector's Office

BUDGET APPROPRIATION: \$25,000±

DATE: November 2, 2020

\*\*\*\*\*

COMMENTARY:

The City of Rolla and the Phelps County Collector's Office have enjoyed a formal cooperative agreement since 2004 where the County Collector collects and remits City property taxes at a rate of 2% of collections. An amendment to the original agreement also authorized the County to include liens with the collection of taxes, which has worked out well. The agreement is updated to reflect Collector Faith Barnes and renews automatically unless terminated by either party. The Agreement authorizes the County to pursue delinquent tax bills (gets added to the tax bill), but the City is obligated to cover legal fees arising from the agreement. A similar agreement is in place between the City and the Phelps County Assessor's Office to set assessed values, preparation of tax books, and legal challenges to assessed values.

Recommendation: First Reading

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 COOPERATIVE AGREEMENT AMONG THE PHELPS COUNTY COLLECTOR, PHELPS COUNTY COMMISSION, AND THE CITY OF ROLLA, MISSOURI, FOR THE COLLECTION OF REAL ESTATE, PERSONAL PROPERTY TAXES, AND FEES.

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 Cooperative Agreement among the Phelps County Collector, Phelps County Commission, and the City of Rolla, Missouri, 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 2<sup>nd</sup> DAY OF NOVEMBER 2020.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY COUNSELOR

VI.A.2.

## COOPERATIVE AGREEMENT

Phelps County Collector, Phelps County Commission and the City of Rolla, Missouri  
For the Collection of Real Estate, Personal Property Taxes, and Fees

Owed the City of Rolla

Date: November 1, 2020

THIS AGREEMENT ("Agreement") made and entered on this 1<sup>st</sup> day of November 2020, by and between Phelps County, Missouri, a county of the third classification ("County"), Faith Ann Barnes, duly elected County Collector of Phelps County, Missouri ("Collector"), and the City of Rolla, a city of the third classification ("City").

### WITNESSETH:

WHEREAS, the County, Collector, and City are empowered under Article VI, Section 16 of the Missouri Constitution, and Sections 70.220, 77.370.4, 50.332, 67.451, 71.780, RSMo. and Chapter 140, RSMo., as amended, to enter into certain cooperative agreements involving the collection of real estate taxes, personal property taxes, and statutorily authorized fees located within the boundaries of said City, which is located in Phelps County, Missouri; and

WHEREAS, it is deemed by the parties hereto to be mutually advantageous for the County, Collector, and City, for the Collector to prepare and collect tax bills for the City for agreed to consideration; and

WHEREAS, the Collector has agreed to cooperate and to provide the means necessary for the collection of the City's estate taxes, personal property taxes, and statutorily authorized fees as they accrue in the County; and

WHEREAS, in consideration for said agreement, City agrees to pay to County and Collector certain consideration as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. Collection of Taxes. The City authorizes the County, through the Office of the County Collector the power and authority to collect the real and personal property taxes of the City, and the Collector agrees to collect the City's current and delinquent real estate taxes, personal property taxes, and statutorily authorized liens and fees, commencing with the taxes levied for the year 2020.

Upon proper certification of the annual rate of the total municipal tax levied by the City, the Collector shall extend the entry and take such other steps as are necessary to include the City's real and personal property taxes upon bills issued by the County to collect any taxes as provided by law, to be issued for said year and each year thereafter until this Agreement is terminated. To the extent possible, the Collector shall use the same procedures, forms and records that are used to collect County and State Taxes. It is contemplated by this agreement and understood by the parties that the City tax shall be added to and included on the County tax statements as an additional political subdivision and additional statements, envelopes, postage or other supplies will not be required. The Collector shall collect, on behalf of the City, all moneys due and owing the City for taxable real and personal property within the boundaries of the City as described in this paragraph.

County and Collector agree to provide computer terminals, equipment, staff, and resources of the Collector's office for programming, input, and development for tax bill printing, mailing of tax bills, and collection of City real and personal property taxes. The services described in this paragraph shall be referred to herein collectively as "Tax Collection Services."

2. Tax Statement. On or before the 15th day of each month, the Collector shall deliver to the municipal official designated by the City, a detailed statement of real and personal property taxes collected during the preceding calendar month and pay to the City said taxes, less the consideration described in this Agreement to County and Collector, except for the month of January in which the Collector shall take all actions described in this paragraph as soon as reasonably practical.

3. Consideration. In consideration of the Tax Collection Services, the City agrees that the County shall retain as payment from City tax collections the following amounts:

a. From the current and the delinquent taxes, a commission of two percent (2%) of the amount of taxes, interest and penalties (the "Tax Commission Amount") collected by the County, through the Collector, on behalf of the City, as compensation for the services provided by the County as described in this Agreement, to be distributed as follows:

i. County. From the Tax Commission Amount, the County shall retain one percent (1%) from the current and delinquent Tax Commission Amount.

ii. Collector. From the Tax Commission Amount, the Collector shall retain one percent (1%) from the current and delinquent Tax Commission Amount.

b. From the current and the delinquent Tax Commission Amount, the County shall deduct from the collections of City taxes as set forth in state law for deposit into the assessment fund of the County.

4. Special Tax and Fee Collection. In the event the Collector is requested to bill and collect for any special assessments associated with nuisance or dangerous building special assessments of the City, special assessments related to the creation, establishment, and levy of an assessment on property in a Neighborhood Improvement District, Community Improvement District, Transportation Development District, Tax Increment Financing District, or other special district organized, operated or formed by the City, the City acknowledges and agrees that the County and Collector may charge the reasonable costs associated with programming changes for the imposition of such an assessment, which may be deducted and retained by the County from the tax collection proceeds of the City, in addition to any amount to which the County and Collector are otherwise entitled as a result of this Agreement and state law.

The City further acknowledges that proof of legality of any Special Tax and Fee Collection requests shall be provided to the Collector prior to any billing and collecting efforts. Proof may vary depending on the nature of the Special Tax or Fee. Proof may include, but shall not be limited to, copies of ordinances, copies of certified election results, recorded liens, or any other proof deemed necessary by the Collector.

5. Collection of Delinquent Taxes. The County may take the necessary legal steps to attempt to collect the City's delinquent real and personal property taxes which become delinquent during the terms of this Agreement. Said collection may be conducted in conjunction with the ordinary collection of delinquent county taxes. To the extent permitted or required by law, and pursuant to section 52.290, RSMo. and Chapters 94 and 140, RSMo., the Collector shall collect a fee for the collection of delinquent and back taxes as set forth in state law, to be added to the face of the tax bill and collected from the party paying the tax. The City shall be responsible to pay any and all costs, expenses, and reasonable attorney's fee with respect to costs and expenses incurred by County or Collector for filing fees, the filing of any lawsuit against County or Collector, defending against counterclaims, and extraordinary legal remedies arising out of or result from the services provided by County and Collector under this Agreement.

6. Inability to Collect Taxes. The County and Collector shall not be liable to City or any other body or person for failure or inability of County and Collector to collect any of City's current or delinquent real and personal property taxes and the City hereby fully and completely releases the County and Collector from any such failure.

7. Indemnification. The City shall be responsible to pay any and all costs, expenses, and reasonable attorney's fee with respect to costs and expenses incurred by County or Collector for filing fees, the filing of any lawsuit against County or Collector, defending

against counterclaims, and extraordinary legal remedies arising out of or result from the services provided by County and Collector under this Agreement subject to and without waiving sovereign immunity by either party.

8. Term. The parties mutually agree that the term of this Agreement shall be one-year beginning November 1, 2020 and shall run to October 31, 2021. This Agreement shall automatically renew each successive year, unless terminated earlier by City, County, or Collector. City or County may terminate this Agreement by giving written notice to the other party at least sixty (60) days prior to July 1 of the following year. The effective date of any termination shall be June 30. In the event of termination, if the terminating party is the City, the City shall notify the County and Collector; if the terminating party is the County or Collector, the County or Collector shall notify the City. If this Agreement is terminated by the City, the City shall pay the County's and Collector's actual costs of computer programming and other expenses necessary to remove the City from future tax billing and collection. Notwithstanding the termination of this Agreement, Collector agrees to continue to process, collect and turn over to City all taxes, interest, and penalties due and owing from previous calendar year(s) covered by this Agreement prior to termination, subject to the consideration set forth in paragraph 3, above, or as otherwise provided by this Agreement.

All accounting and reconciliation will be made as the date of termination. Upon termination of this agreement without further renewal, the Collector shall make available to the City any such existing records under its control as may be necessary to enable the City to undertake the collection of taxes assessed on City property, in the year after termination.

Any change in laws and regulations, which substantially changes or affects the responsibilities or performances of the parties hereto, shall make this agreement voidable, at the option of the party or parties so affected.

9. Amendments or Modifications. Any requests to amend or modify this agreement shall be made in writing at least ninety (90) days prior to July 1 of the following year. The non-requesting party has fifteen (15) days to respond to the request to amend or modify.

If the non-requesting party agrees to the amendment or modification in writing, the parties will treat the amendment or modification as a termination of this cooperative agreement in accordance with Sec. 8 and shall cause a new cooperative agreement reflecting said amendment or modification to be drafted and executed.

If the non-requesting party does NOT agree to the amendment or modification, this agreement will remain in effect as written under the terms set forth herein.

10. Authority. The parties represent and warranty that the individuals executing this Agreement on behalf of the respective parties have received the proper approvals and authorizations necessary to enter into this Agreement and that same has been approved by the appropriate governing bodies of the parties.

11. Entire Agreement. This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by any party or agent of any party that are not contained in this agreement shall be valid or binding. This agreement may not be enlarged, modified or altered except in writing signed by the parties.

12. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed by their duly authorized officers as of the day and year first written above.

CITY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Mayor \_\_\_\_\_

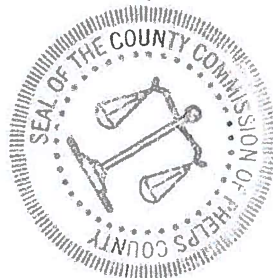
Attest: \_\_\_\_\_  
City Clerk

COUNTY

By: Faith Ann Barnes  
Name: Faith Ann Barnes  
Title: County Collector \_\_\_\_\_

Attest: Pamela M. Brown  
County Clerk

By: [Signature]  
Name: Pamela Verbeke  
Title: Presiding Commissioner \_\_\_\_\_



Approved as to legal form:

[Signature]  
Brendon Fox  
Phelps County Prosecuting Attorney





CITY OF ROLLA  
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Floyd Jernigan, Parks & Recreation Director

ACTION REQUESTED: Approval of TRIM Grant award, resolution authorizing mayor to sign agreement

ITEM/SUBJECT: Tree resource improvement and maintenance

BUDGET APPROPRIATION: \$3,922 in-kind match

DATE: Nov. 2, 2020

\*\*\*\*\*

COMMENTARY:

The Tree Resource Improvement and Maintenance (TRIM) Program is a competitive cost-share program provided and administered by the Missouri Department of Conservation in cooperation with the Missouri Community Forestry Council. The purpose of the program is to provide financial assistance for the management, improvement, or conservation of our community forests. The grant amount approved by the MDC to The City of Rolla is for \$10,000.

The grant requires a calculated percentage match from the City of Rolla with in-kind work by the Parks Department. The city will remove a number of trees along the 8.25-mile ACORN trail and in city parks due to storm damage, insect infestation, or other health causes. Such trees have already been marked.

MDC's local forester will monitor the project, along with the city's parks director. Such monitoring includes on-site visits, ongoing informal monitoring through phone calls, email, and desk review of financial information, progress, and performance reports. There will be an onsite inspection upon completion to assure compliance with program guidelines.

The awarding of the grant stipulates that the project will be completed by May 7, 2021. The grant will be used for a tree inventory – an important first step in proactively maintaining and managing our urban forest (those trees on city streets, public right of way and parks).

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI, TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A NOTICE OF AWARD AND GRANT AGREEMENT BETWEEN THE MISSOURI DEPARTMENT OF CONSERVATION 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 Notice of Award and Grant Agreement between the Missouri Department of Conservation 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 2<sup>ND</sup> DAY OF NOVEMBER 2020.

APPROVED:

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY COUNSELOR

VII.B.2.

## NOTICE OF AWARD AND GRANT AGREEMENT

**NAME OF PROJECT:** Tree Resource Improvement and Maintenance (TRIM) Grant award to City of Rolla \_\_\_\_\_ (Partner)

### **A. PURPOSE**

The Tree Resource Improvement and Maintenance (TRIM) Program is a competitive cost-share program provided and administered by the Missouri Department of Conservation in cooperation with the Missouri Community Forestry Council. The purpose of the program is to provide financial assistance for the management, improvement, or conservation of our community forests.

### **B. PARTNER DELIVERABLES**

**As a result of the Award, Partner will:**

1. Complete the approved *TRIM* project anytime between signature of this Agreement and May 7, 2021. Said project shall be completed as described and specified in the application submitted for consideration of cost-share funding. The application is attached and incorporated herein.
2. **Any removals of trees over 9" DBH associated with the TRIM Grant can only take place from November 1, 2020 to March 31, 2021. If it is determined that the project did not meet this specification, funds will be withheld.**
3. Costs incurred before this agreement are ineligible for reimbursement.
4. All tree work must conform to the most current version of the American National Standards Institute *A300 Standards for Tree Care Operations*.
5. Department shall be given appropriate credit in all publications, educational materials and in all media contacts related to this project. The statement "A portion of the funding for this project was made available through the Missouri Department of Conservation's Tree Resource Improvement and Maintenance (TRIM) program" is suggested.

### **C. PARTIES AND CONTACTS**

City of Rolla 21.006  
Floyd Jernigan  
901 N Elm, PO Box 979  
Rolla, MO 65402-0979  
573-426-6910  
fjernigan@rollacity.org

VII. B. 3.

## Missouri Department of Conservation

Russell Hinnah  
2901 W Truman Blvd  
Jefferson City, MO 65109  
573-522-4115 x3306  
Russell.Hinnah@mdc.mo.gov

### D. AGREEMENT PERIOD

This Agreement shall be in effect from September 1, 2020 to June 30, 2021

### E. FUNDING

The Department will provide funds up to the sum of \$10,000.  
Org Code LC001, WPI LG30CL

### F. INVOICING AND PAYMENT

Payment to the Partner will be the applicable percentage as noted on the *TRIM Cost Share Request Form* of the actual costs required to complete the *TRIM* project. The remainder of cost is the responsibility of the Partner. All funds from Department must be deposited in a timely manner. All invoices and documentation are due to the Community Forestry Coordinator by June 15, 2021.

### G. APPROPRIATION

Funds must be appropriated for each fiscal year and the grant/agreement shall not be binding upon the Department for any period in which funds have not been appropriated or approved by the Conservation Commission.

### H. REPORTING REQUIREMENTS

1. Partner shall contact the local forester noted above under **PARTIES AND CONTACTS** if any changes in the project arise. The local forester or their representative must approve all changes prior to implementation. Failure to do so may result in denial of payment of your *TRIM* project.
2. Partner shall notify in writing the local forester by May 7, 2021 that all work has been completed and request an inspection of the project.
3. Should an extension beyond the May 7, 2021 deadline be desired to complete the project, Partner shall submit a request in writing outlining the extenuating circumstances necessitating such a variance. This written request must be received a minimum of two weeks prior to the May 7, 2021 deadline. Such requests must be sent to the Department of Conservation, Community Forestry Coordinator, P.O. Box 180 Jefferson City, Missouri 65102. Extensions can only be granted by the Community Forestry Coordinator.
4. Partner shall provide documentation of all costs associated with the approved project before payment will be made. This includes copies of all dated invoices for project costs, paid receipts, and a description with documentation of all donations, volunteer

VI. B.4.

assistance, and in-kind costs.

5. Partner shall provide documentation that all activities identified in the application's Publicity Plan are completed.
6. If for any reason, Partner cannot complete the *TRIM* project during the time specified herein, immediate written notification to Department is required. Providing timely notification will also ensure that no penalties will result for future project applications.

**I. OWNERSHIP**

Any equipment purchased with funds under this agreement with a value greater than \$100.00 remains the property of the Department. The Department will make determination as to disposition of any property, equipment and unused supplies. The Partner shall provide to the Department a periodic inventory of all equipment with a value greater than \$100.00 purchased with funds from this contract.

**J. MONITORING REQUIREMENTS**

1. Department's local forester or their representative shall monitor each project. Such monitoring shall include but not be limited to on-site visits, ongoing informal monitoring through phone calls, email, and desk review of financial information, progress, and performance reports. Department shall conduct an onsite inspection of each project upon completion to assure compliance with program guidelines.
2. After project inspection and certification that the work fully meets the project specifications, Department shall process payment. If the inspecting local forester finds the project does not meet specifications, payment will not be issued until specifications are met.
3. Partner shall allow Department access to all financial records and/or audited financial statements related to this agreement.

**K. TERMINATION**

The Department retains the right to terminate this Agreement at any time, without penalty or recourse, by giving written notice at least thirty (30) days prior to the effective date of the termination.

**L. APPLICABLE TO NON-PROFITS: APPLICABLE LAWS AND REGULATIONS, HOLD HARMLESS AND INDEMNITY**

Partner shall comply with all local, state, and federal laws and regulations related to the performance of this Agreement to the extent that the same may be applicable to the entity. Partner agrees to assume all risks associated with the activities performed under this Agreement. Partner agrees to hold harmless, defend, and indemnify the Department, the Conservation Commission, and its agents and employees, from any claim or suit arising out of, in connection with, this Agreement and the activities performed under this Agreement.

**M. APPLICABLE TO GOVERNMENT ONLY: APPLICABLE LAWS AND REGULATIONS, HOLD HARMLESS**

VI. B.5.

Partner shall comply with all local, state, and federal laws and regulations related to the performance of this Agreement to the extent that the same may be applicable to the entity. Partner agrees to assume all risks associated with the activities performed under this Agreement. Partner agrees to hold harmless the Department, the Conservation Commission, and its agents and employees, from any claim or suit arising out of, in connection with, this Agreement and the activities performed under this Agreement. Nothing in this Agreement shall constitute a waiver of sovereign immunity.

**N. AMENDMENTS TO THIS AGREEMENT**

Amendments to this Agreement must be mutually agreed upon and in writing by the Parties.

**O. ATTACHMENTS**

All Agreements submitted for signature must be accompanied by a listing of board members and officers for non-governmental organizations.

**APPROVAL:**

**MISSOURI DEPARTMENT OF CONSERVATION**



\_\_\_\_\_  
(Name)  
Community and Private Lands Branch Chief

\_\_\_\_\_  
(Title)  
9/29/2020

\_\_\_\_\_  
(Date)

**City of Rolla**

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

CITY OF ROLLA  
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Floyd Jernigan, Parks & Recreation Director

ACTION REQUESTED: Award/Resolution

ITEM/SUBJECT: TRIM grant project - tree inventory proposal by Davey Resource Group

BUDGET APPROPRIATION (IF APPLICABLE) \$15,000          DATE: November 2, 2020

\*\*\*\*\*

COMMENTARY:

Our primary goal for the tree inventory is to identify public safety concerns and tree risk. We are also interested to know the value and benefits our trees are providing so we can promote this information to the public. Finally, as we grow our program, we would like to understand what our current and future management needs will be so we can plan, budget, and staff accordingly.

With a \$10,000 grant from the State, we expect to inventory trees along the right-of-way and within priority parks in the city. We will also have access to a data management software for internal management use as well as public access.

The city tree program is growing and encompasses efforts not just with our parks department but also with public works and Rolla Municipal Utilities. This inventory will provide the boost needed to rally support around our green infrastructure. It will also give our staff critical information about how best to manage the trees now and into the future.

We solicited eight different companies who can perform this inventory from a list provided by the MDC. Of the eight, we received two proposals. Staff and the Parks Board are recommending Davey Resource Group, which was the low bidder. Davey has performed dozens of tree inventories in Missouri – Brentwood, Webster Groves, Shrewsbury, University of Missouri St. Louis, Washington University, Augusta, Sedalia, Independence, St. Charles, Parkville and the St. Louis City street tree inventory. Davey serves Missouri, Kansas, Illinois, and Arkansas. Their Missouri team will handle our project.

Recommendation: Motion to award the tree inventory project to Davey Resource Group and to authorize the Mayor to execute a service agreement/contract.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI, TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A SERVICE AGREEMENT/CONTRACT BETWEEN THE DAVEY RESOURCE GROUP 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 Service Agreement/Contract between the Davey Resource Group and the City of Rolla, Missouri, a copy of said agreement/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 2<sup>ND</sup> DAY OF NOVEMBER 2020.

APPROVED:

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY COUNSELOR

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AGREEMENT  
BETWEEN City of Rolla, MO  
AND  
DAVEY RESOURCE GROUP, Inc.,  
FOR THE PROVISION OF TREE  
INVENTORY CONSULTING  
SERVICES

AGREEMENT made, effective the day of October 29th, 2020, by and between the City of Rolla, Missouri (hereinafter referred to as the "CLIENT"), a municipal corporation with its principal place of business located at 901 North Elm, Suite 306 Rolla, Missouri 65401, and Davey Resource Group, Inc. (hereinafter referred to as "DAVEY"), a company with its principal place of business located at 295 South Water Street, Suite 300, Kent, Ohio 44240.

WITNESSETH

WHEREAS, the CLIENT issued a Request for Proposal (hereinafter referred to as the "RFP", which is incorporated herein and made a part hereof by reference) dated 10/19/2020, 2020 for the provision of tree inventory consulting services.

WHEREAS, DAVEY submitted a Proposal (hereinafter referred to as the "Proposal", which is incorporated herein and made a part hereof by reference) dated October, 2020, for the provision of said consulting services, and;

WHEREAS, the CLIENT has awarded DAVEY the contract to provide the aforementioned consultant services,

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

**ARTICLE I. SCOPE OF SERVICES**

DAVEY agrees to provide the scope of services as outlined in the CLIENT's Request for Proposal October 19th, 2020 and DAVEY's Proposal dated October, 2020.

**ARTICLE II. TERM OF CONTRACT**

The contract period for the services contemplated by this RFP will commence on October 30th, 2020 and terminate on April 30th, 2021.

**ARTICLE III. FEES**

In consideration of the terms and obligations of this AGREEMENT, the CLIENT agrees to pay, and DAVEY agrees to accept, the following fees for the services contemplated herein: See attached fee schedule attached as Schedule "A".

DAVEY shall submit to the CLIENT itemized bills, properly executed claim forms, vouchers, and such other necessary information or supporting documentation as may be required by the CLIENT in order to process payment for fees. DAVEY agrees that no additional fees will be charged to the CLIENT without prior written consent by the CLIENT.

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#### **ARTICLE IV. RELATIONSHIP**

DAVEY is, and will function as, an independent contractor under the terms of this AGREEMENT and shall not be considered an agent or employee of the CLIENT for any purposes.

#### **ARTICLE V. LICENSURE & CERTIFICATION**

DAVEY shall at all times obtain and maintain any and all licenses and certifications required by the State of Missouri to perform the services contemplated by this AGREEMENT.

#### **ARTICLE VI. LIMITED WARRANTY**

Davey Resource Group, Inc. (“DRG”) provides this limited warranty (“Limited Warranty”) in connection with the provision of services by DRG (collectively the “Services”) under the agreement between the parties, including any bids, orders, contracts, or understandings between the parties (collectively the “Agreement”).

Notwithstanding anything to the contrary in the Agreement, this Limited Warranty will apply to all Services rendered by DRG and supersedes all other warranties in the Agreement and all other terms and conditions in the Agreement that conflict with the provisions of this Limited Warranty. Any terms or conditions contained in any other agreement, instrument, or document between the parties, or any document or communication from you, that in any way modifies the provisions in this Limited Warranty, will not modify this Limited Warranty nor be binding on the parties unless such terms and conditions are approved in a writing signed by both parties that specifically references this Limited Warranty.

Subject to the terms and conditions set forth in this Limited Warranty, for a period of ninety (90) days from the date Services are performed (the “Warranty Period”), DRG warrants to Customer that the Services will be performed in a timely, professional and workmanlike manner by qualified personnel.

To the extent the Services involve the evaluation or documentation (“Observational Data”) of trees, tree inventories, natural areas, wetlands and other water features, animal or plant species, or other subjects (collectively, “Subjects”), the Observational Data will pertain only to the specific point in time it is collected (the “Time of Collection”). DRG will not be responsible nor in any way liable for (a) any conditions not discoverable using the agreed upon means and methods used to perform the Services, (b) updating any Observational Data, (c) any changes in the Subjects after the Time of Collection (including, but not limited to, decay or damage by the elements, persons or implements; insect infestation; deterioration; or acts of God or nature [collectively, “Changes”]), (d) performing services that are in addition to or different from the originally agreed upon Services in response to Changes, or (e) any actions or inactions of you or any third party in connection with or in response to the Observational Data. If a visual inspection is utilized, visual inspection does not include aerial or subterranean inspection, testing, or analysis unless stated in the scope of work. DRG will not be liable for the discovery or identification of non-visually observable, latent, dormant, or hidden conditions or hazards, and does not guarantee that Subjects will be healthy or safe under all circumstances or for a specified period of time, or that remedial treatments will remedy a defect or condition.

To the extent you request DRG’s guidance on your permitting and license requirements, DRG’s guidance represents its recommendations based on its understanding of and experience in the industry and does not guarantee your compliance with any particular federal, state or local law, code or regulation.

DRG may review information provided by or on behalf of you, including, without limitation, paper and digital GIS databases, maps, and other information publicly available or other third-party

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records or conducted interviews (collectively, "Source Information"). DRG assumes the genuineness of all Source Information. DRG disclaims any liability for errors, omissions, or inaccuracies resulting from or contained in any Source Information.

If it is determined that DRG has breached this Limited Warranty, DRG will, in its reasonable discretion, either: (i) re-perform the defective part of the Services or (ii) credit or refund the fees paid for the defective part of the Services. **This remedy will be your sole and exclusive remedy and DRG's entire liability for any breach of this Limited Warranty.** You will be deemed to have accepted all of the Services if written notice of an alleged breach of this Limited Warranty is not delivered to DRG prior to the expiration of the Warranty Period.

To the greatest extent permitted by law, except for this Limited Warranty, DRG makes no warranty whatsoever, including, without limitation, any warranty of merchantability or fitness for a particular purpose, whether express or implied, by law, course of dealing, course of performance, usage of trade or otherwise.

## ARTICLE VII. INDEMNIFICATION

Subject to and without waiving sovereign immunity, each party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other party, and its officers, directors, and employees (collectively, the "Indemnified Party"), from and against any and all claims, suits, actions, causes of action, and proceedings and any and all related liabilities, losses, damages, costs, and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") asserted against or incurred by the Indemnified Party if and to the extent caused by the Indemnifying Party's material breach of any term or provision of this Agreement or the negligence or willful misconduct of the Indemnifying Party, or its employees, representatives, or contractors. If and to the extent that Losses are caused by the joint conduct of the parties, then a party's duty of indemnification shall be in proportion to that party's contribution to the cause of such Losses.

The indemnification obligation of the parties under this section are contingent upon the Indemnified Party: (i) notifying the Indemnifying Party promptly of the claim and giving that party the exclusive right to control and direct the investigation, preparation, and settlement of the claim; and (ii) giving the Indemnifying Party, at the expense of the Indemnified Party, reasonable cooperation; provided, however, that the failure of the Indemnified Party to promptly give the Indemnifying Party notice shall affect that party's obligation to indemnify only to the extent the rights of that party are materially prejudiced by such failure, and further provided that the Indemnified Party may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice.

This provision shall survive expiration or earlier termination of this Agreement for a period of one (1) year.

## ARTICLE VIII. INSURANCE

DAVEY shall procure and maintain throughout the term of this AGREEMENT, without any additional expense to the CLIENT the following insurance coverage:

- a. Workers' Compensation and Employer's Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.
- b. General Liability Insurance: A policy or policies of comprehensive general liability insurance with limits of not less than \$1,000,000.
- c. Professional Liability Insurance: A policy or policies with limits of not less than \$1,000,000. The

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professional liability insurance must be issued by an insurer licensed to do business in the State of Missouri.

Each policy of insurance required shall be in form and content satisfactory to the Corporation Counsel, and shall provide that:

- a. The City of Rolla is named as an additional named insured.
- b. The insurance policies shall be automatically renewed upon expiration and continued in force unless the City of Rolla's Corporation Counsel's Office is given thirty (30) days written notice to the contrary.

No work shall be commenced under the AGREEMENT until DAVEY has delivered to the Corporation Counsel or his designee proof of issuance of all policies of insurance required by the AGREEMENT to be procured by DAVEY. If at any time, any of said policies shall be or become unsatisfactory to the CLIENT, DAVEY shall promptly obtain a new policy and submit proof of insurance of the same to the CLIENT for approval. Upon failure of DAVEY to furnish, deliver and maintain such insurance as above provided, this AGREEMENT may, at the election of the CLIENT, be forthwith declared suspended, discontinued or terminated. Failure of DAVEY to procure and maintain any required insurance, shall not relieve DAVEY from any liability under the AGREEMENT, nor shall the insurance requirements be constructed to conflict with the obligations of DAVEY concerning indemnification.

#### **ARTICLE IX. TERMINATION OF AGREEMENT**

Notwithstanding any provisions of this AGREEMENT, the CLIENT shall have the right at any time, with or without cause, to terminate this AGREEMENT and the Services contemplated by this AGREEMENT upon thirty (30) days written notice of such termination. In the event of such termination of this AGREEMENT, the contract term set forth in Article II shall be changed accordingly and DAVEY shall be entitled to compensation for all services theretofore authorized and performed pursuant to this AGREEMENT in accordance with Article III of this AGREEMENT.

#### **ARTICLE X. MODIFICATIONS**

This AGREEMENT may only be modified by a formal written amendment executed by the CLIENT and DAVEY.

#### **ARTICLE XI. PARTIAL INVALIDITY**

If any term, part, provision, section, subdivision, or paragraph of this AGREEMENT shall be held unconstitutional, invalid, or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions, or paragraphs thereof.

#### **ARTICLE XII. CONTRACT DOCUMENTS**

It is understood and agreed by the parties hereto that the following documents are incorporated into and form part of this AGREEMENT:

- i. The CLIENT'S RFP dated October 19th, 2020;
- ii. DAVEY's Proposal dated October, 2020.

In the event of any discrepancy, disagreement, or ambiguity among the documents referenced above, said documents shall be given preference in the following order to interpret and to resolve any such discrepancy,

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disagreement, or ambiguity:

- i. This AGREEMENT;
- ii. The CLIENT's RFP dated October 19th, 2020
- iii. DAVEY's Proposal dated October, 2020.

**ARTICLE XIII. NOTICES**

All notices required under this AGREEMENT shall be in writing and either hand-delivered or properly mailed by certified mail, return receipt requested, to the addresses set forth below;

Davey Resource Group, Inc.  
Jacob McMains, Area Manager  
3507 Zinnia Drive  
Columbia, MO 65202

**ARTICLE XIV. GOVERNING LAW**

This AGREEMENT shall be governed by and construed according to the law of the State of Missouri.

IN WITNESS WHEREOF, the parties hereto hereby execute this AGREEMENT and make it effective as of the day and year first written above.

**The City of Rolla**

**Davey Resource Group, Inc.**

Signature:

Signature: *Jacob McMains*

Title:

Title: Area Manager

Printed Name:

Printed Name: Jacob McMains

Date:

Date: 10/29/2020

SCHEDULE A: Fee Schedule

**INVESTMENT**

**TREE INVENTORY**

- Computerized inventory data collection of up to 2,500 existing trees and stumps for a cost of: **\$9,800.00 (\$3.92/site)**
- Computerized inventory data collection of up to 3,000 existing trees and stumps for a cost of: **\$11,630.00 (\$3.88/site)**
- Computerized inventory data collection of up to 3,500 existing trees and stumps for a cost of: **\$13,324.00 (\$3.81/site)**
- Computerized inventory data collection of up to 4,000 existing trees and stumps for a cost of: **\$15,019.00 (\$3.75/site)**
- Computerized inventory data collection of up to 4,500 existing trees and stumps for a cost of: **\$16,500.00 (\$3.67/site)**
- Computerized inventory data collection of up to 5,000 existing trees and stumps for a cost of: **\$18,170.00 (\$3.63/site)**

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**TREEKEEPER® SOFTWARE - ONE-TIME, FREE ONE-YEAR TRIAL**

- One-year subscription **Free**

*During data collection, tree inventory data will be available for clients to view with compatible computer systems via our TreeKeeper® software. Clients agreeing to receive our promotional offer receive one free year of TreeKeeper® service beginning on the last day of the month of the inventory data release and ending 365 days later. DRG also supplies one year of telephone software support. DRG offers no discounts if Rolla refuses the promotional software service offer.*

**TREEKEEPER® SOFTWARE RENEWAL FEES (OPTIONAL)**

*The inventory data are the property of the City, and there is no obligation to extend the software beyond the one-year complimentary service. Should Rolla wish to continue using TreeKeeper®, the following fees apply. DRG locks in the renewal fee at the prices listed below if the subscription does not lapse.*

- One-year subscription **\$2,500/yr.**
- Three-year subscription **\$6,250/3 yrs.**
- Five-year subscription **\$10,000/5 yrs.**

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**PLANNING**

- Tree Management Plan **\$3,100**  
*Data assessment with findings and recommendations for maintenance with a 5-year projected budget*

**CITY OF ROLLA  
CITY COUNCIL AGENDA**

**DEPARTMENT HEAD: Doug James**

**ACTION REQUESTED: Bid Award/Ordinance**

**1st Reading**

**ITEM/SUBJECT: Police Station HVAC replacement**

**BUDGET APPROPRIATION: \$75,000**

**DATE: 11/2/2020**

\*\*\*\*\*

**COMMENTARY:**

**City staff received bids for the Police Station HVAC replacement.**

**Staff is recommends awarding the bid to the low bidder, Mechanical Services, Inc., for \$59,000 and the first reading of an ordinance authorizing the Mayor to enter into a contract with Mechanical Services, Inc. for \$59,000.00.**

<b>Mechanical Services, Inc. Springfield, MO</b>	<b>Air Comfort Service, Inc Hazelwood, MO</b>
<b>\$59,000.00</b>	<b>\$71,879.00</b>

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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 MECHANICAL SERVICES, INC. DBA MSI CONSTRUCTORS, FOR POLICE STATION HVAC REPLACEMENT.

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, Mechanical Services, Inc. DBA MSI Constructors for Police Station HVAC Replacement, 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 16<sup>th</sup> DAY OF NOVEMBER 2020.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY COUNSELOR

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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 \_\_\_\_\_ **Mechanical Services, Inc. DBA MSI Constructors** \_\_\_\_\_ 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: **Police Station HVAC Replacement**, 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 **Police Station HVAC Replacement**.

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

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

ARTICLE III. Occupational Safety and Health Administration (OSHA)

**Safety Training:**

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

**Notice of Penalties for Failure to Provide Safety Training**

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

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

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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 \$59,000.00 for All work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

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

Liquidated Damages - Should the contractor fail to complete the work on or before the completion date specified the contractor will be charged liquidated damages in the amount of \$100.00 per calendar day for each full calendar day that the work is not fully completed. Liquidated damages will not be charged for weekends and holidays.

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

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

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

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

CITY OF ROLLA, MISSOURI

CONTRACTOR

BY \_\_\_\_\_  
Mayor, Owner, Party of the First Part

BY \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name/Title

STATE OF MISSOURI     )  
SS                             )  
County of Phelps         )

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

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF MISSOURI     )  
SS                             )  
County of Phelps         )

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

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

VII. B. 6.

**Date**  
 10/08/2020  
**Project Name**  
 JCI 30T RTU  
**Project Number**  
**Client / Purchaser**



### Submittal Summary Page

Qty	Tag #	Model #	Description
1	RTU-1	JV30C0DJ2Q1CAT11F1	30 Ton, Johnson Controls Single Packaged R-410A Air Conditioner, Standard Efficiency, 208/230-3-60, 15 HP High Static Belt Drive Blower <ul style="list-style-type: none"> <li>• VAV Controller with VFD</li> <li>• VAV Controller with VFD &amp; Manual Bypass</li> <li>• Dual Enthalpy Economizer w/ Barometric Relief and Economizer Fault Detection &amp; Diagnostic (Meets ASHRAE 90.1-2013, IECC 2015, California Title 24, AMCA 511)</li> <li>• 2" Throwaway Filter</li> <li>• Smart Equipment Controller including Discharge Air, Return Air, and Outdoor Air Temperature Sensors. BACNet MS/TP, Modbus and N2 Communication Card.</li> <li>• Powered Convenience Outlet (110 VAC / 15 Amp)</li> <li>• HACR Circuit Disconnect</li> <li>• Phase Monitor</li> <li>• Microchannel condenser coils</li> <li>• Copper tube/Aluminum fin evaporator coils</li> <li>• Hinged Access Panel</li> <li>• Stainless Steel Drain Pan</li> </ul>
1	RTU-1	1RC0450	14" Roof Curb, 27.5 - 35 ton models

Equipment start-up and commissioning by a factory trained technician is recommended.  
 Contact your supplying distributor or sales representative for additional information & guidance.

**WARNING: Cancer and Reproductive Harm - [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)**

Information is subject to change without notice. Check local codes.

Printed 10/08/2020

VII B.7.



# Johnson-Controls® Select 27.5 - 50 Ton Package

Johnson Controls Single Package R-410A Air  
Conditioner

Project Name: JCI 30T RTU

Unit Model #: JV30C0DJ2Q1CAT11F1

Quantity: 1 Tag #: RTU-1

System: JV30C0DJ2Q1CAT11F1

### Cooling Performance

Total gross capacity	357.6 MBH
Sensible gross capacity	273.2 MBH
Total net capacity	322.4 MBH
Sensible net capacity	238.0 MBH
Efficiency (at ARI)	10.90 EER
Integrated eff. (at ARI)	15.10 IEER
Ambient DB temp.	100.0 °F
Entering DB temp.	80.0 °F
Entering WB temp.	67.0 °F
Leaving DB temp.	61.3 °F
Leaving WB temp.	58.7 °F
Power input (w/o blower)	29.75 kW
Sound power	89 dB(A)

### Refrigerant

Refrigerant type	R-410A
Sys1	14 lbs 12 oz
Sys2	13 lbs 15 oz

### Supply Air Blower Performance

Supply air	13500 CFM
Ext. static pressure	2.35 IWG
Addl. Unit Losses (Options/Accessories)	-0.31 IWG
Blower speed	1045 RPM
Max BHP of Motor (including service factor)	16.13 HP
Duct location	Bottom
Motor rating	15.00 HP
Actual required BHP	11.07 HP
Power input	10.32 kW
Elevation	900 ft.
Drive type	BELT

### Outside/Mixed Air

Outside Air Cfm	3375 CFM
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### Electrical Data

Power supply	208-3-60	230-3-60
Unit min circuit ampacity	177.7 Amps	177.1 Amps
Unit max over-current protection	200 Amps	200 Amps

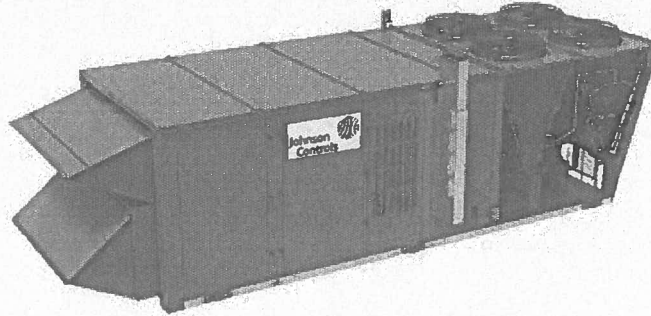
### Dimensions & Weight

Hgt	76 in.	Len	218 in.	Wth	90 in.
Weight with factory installed options	4673 lbs.				

### Clearances

Right	96 in.	Front	90 in.	Rear	0 in.
Top	120 in.	Bottom	0 in.	Left	60 in.

Note: Please refer to the tech guide for listed maximum static pressures



### 30 Ton

- Manufactured at an ISO 9001 Registered Facility and Each Rooftop is Completely Computer-Run Tested Prior to Shipment.

### Product Features

- ASHRAE 90.1 compliant
- Industry leading standard efficiency designed to meet DOE 2023 efficiency requirements
- Two independent refrigerant circuits
- Two stages of cooling (constant volume and IntelliSpeed) and four stages of cooling (VAV) to meet advanced building code requirements
- The industry's widest range of airflow options in each tonnage. Constant volume, IntelliSpeed, and VAV
- Footprint design allows for direct replacement of a competitive model family (Trane) without a transition curb
- Reliability designed into all products and tested at the component and system level at the Advanced Technology Lab in Norman, Oklahoma
- Single shaft, dual blower design for improved efficiency

### Standard Unit Controller: Smart Equipment Control Board

- Smart Equipment™ Controls: streamlines commissioning, integration, and service
- Smart Equipment Controller including Discharge Air, Return Air, and Outdoor Air Temperature Sensors.

### Warranty

- One (1) Year Limited Warranty on the Complete Unit
- Five (5) Year Warranty - Compressors and Electric Heater Elements
- All Factory installed VFDs come with a 5-year manufacturer warranty



VII B.8.



# Johnson-Controls® Select 27.5 - 50 Ton Package

Johnson Controls Single Package R-410A Air  
Conditioner

Project Name: JCI 30T RTU

Unit Model #: JV30C0DJ2Q1CAT11F1

Quantity: 1 Tag #: RTU-1

System: JV30C0DJ2Q1CAT11F1

## Factory Installed Options

### JV30C0DJ2Q1CAT11F1

Equipment Options		Option(s) Selected
Product Category:	<b>J</b>	Johnson Controls Single Packaged R-410A Air Conditioner
Efficiency:	<b>V</b>	Standard Efficiency
Nominal Cooling Capacity:	<b>30</b>	30 Ton
Heat Type:	<b>C</b>	
Heat Size:	<b>0</b>	
Blower Option:	<b>D</b>	15 HP High Static Belt Drive Blower
Air Volume:	<b>J</b>	VAV Controller with VFD VAV Controller with VFD & Manual Bypass
Voltage:	<b>2</b>	208/230-3-60
Outside Air Option:	<b>Q</b>	Dual Enthalpy Economizer w/ Barometric Relief and Economizer Fault Detection & Diagnostic (Meets ASHRAE 90.1-2013, IECC 2015, California Title 24, AMCA 511)
Coil Options:	<b>1</b>	Microchannel condenser coils Copper tube/Aluminum fin evaporator coils
Controls:	<b>C</b>	Smart Equipment Controller including Discharge Air, Return Air, and Outdoor Air Temperature Sensors. BACNet MS/TP, Modbus and N2 Communication Card.
Sensor Options:	<b>A</b>	
Service Options:	<b>T</b>	Powered Convenience Outlet (110 VAC / 15 Amp) HACR Circuit Disconnect Phase Monitor
Refrigeration:	<b>1</b>	
Additional Options:	<b>1</b>	2" Throwaway Filter
Cabinet Options:	<b>F</b>	Hinged Access Panel Stainless Steel Drain Pan
Product Generation:	<b>1</b>	

## Field Installed Accessories

VII B.9.





## John Butz

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**From:** Alex Kickbusch <rollaguitars@gmail.com>  
**Sent:** Thursday, October 29, 2020 10:44 AM  
**To:** Administration Mailbox  
**Subject:** City Council Agenda

Good morning,

I would like to request an item be added to the agenda for the Monday City Council meeting. I would like for the council to review the COVID-19 legislation that was amended in June. I have a petition that has received over 320 signatures in 3 days asking for the council to review this legislation and discuss a mask mandate for the city of Rolla, in light of the growing number of cases reported on the health department's dashboard each week.

The June amendment effectively removed major safeguards that were successful in keeping the total number of Phelps county coronavirus cases below 50. Now that we do not have those restrictions in place we have over 100 active cases each week and a death toll that is now above 20. I believe that removing those restrictions was a mistake made under the false sense of security that their effectiveness gave us. I, and at least 260 others, believe that reinstating these safety measures and enacting a mask mandate for the city of Rolla is the key to reducing the spread of COVID-19 and keeping our community safe as we head into cold and flu season. I sincerely hope that this will be added to the agenda for the next meeting and our council members will be allowed to discuss and vote on this important matter.

Best,

~K. A. Kickbusch

VIII. A.1.

